

**LABOR
MANAGEMENT
AGREEMENT**

AFGE LOCAL 2113

AND

**NAVAL AIR WARFARE CENTER
TRAINING SYSTEMS DIVISION**

EFFECTIVE OCTOBER 22, 1998

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PREAMBLE

The parties of this Agreement recognize that they have a mutual and cooperative interest in the effective accomplishment of the assigned responsibilities of the Naval Air Warfare Center, Training Systems Division (NAWCTSD), Orlando, Florida, and that their mutual interests will be furthered by the establishment and maintenance of Labor Management Relations pursuant to Public Law 95454. It is further recognized that the participation of employees in the formulation and implementation of personnel policies, practices, and procedures that so vitally affect the conditions of their employment will contribute substantially to the improvement and efficient administration of the public service and the morale of the employees.

Accordingly, this Agreement, and such amendments and/or supplementary agreements as may be agreed upon from time to time, will constitute a Labor Management Relations Agreement between the NAWCTSD, Orlando, Florida, hereinafter referred to as the Employer, and the American Federation of Government Employees, Local 2113, hereinafter referred to as the Union. It is the purpose of this Agreement to prescribe certain rights and obligations of the employees of the NAWCTSD and to establish procedures which are designed to meet the special requirements and needs of the Employer. The provisions of the Act should be interpreted in a manner consistent with the requirement of an effective and efficient government.

In recognition of the respective rights and obligations of the parties, the Union and the Employer, intending to be bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS

The following definitions of terms used in this Agreement shall apply:

Act: Chapter 71 of Title V of the U.S. Code (USC).

Agreement: This Agreement entered into as a result of collective bargaining between NAWCTSD and American Federation of Government Employees (AFGE) Local 2113 under the provisions of the Act.

Amendments: Modifications of the Agreement.

Arbitration: A process, stated in the Act, which may be invoked by the employer or the union, wherein an impartial arbitrator will resolve grievances by rendering a final and binding decision subject to appeals permitted by the Act.

Arbitrator: An impartial third party who is paid to resolve disputes under the arbitration process.

Authority: The Federal Labor Relations Authority established by the Act.

Bargaining Unit: A group of employees defined in Article 2 as certified by the Federal Labor Relations Authority for the purpose of representation by the Union.

Bargaining Unit Member: A group of employees as defined in Article 2 of this Agreement, represented by the Union for collective bargaining and related purposes. Employees with 2355 or 2356 in block number 37 of the Notification of Personnel Action, SF-50, are members of the bargaining unit.

Conditions of Employment: Personnel policies, practices, and matters whether established by rule, regulation, or otherwise affecting working conditions, except that such term does not include policies, practices, and matters:

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

Days: Unless otherwise specified, days mean calendar days and are applied in this Agreement in the following manner:

a. The first day counted is the day after the event initiating the need for a specified interval of days.

b. If the last day falls on a Saturday, Sunday or federal holiday, the period is extended until the next business day for the Employer.

Employee: Naval Air Warfare Center, Training Systems Division employee in the bargaining unit.

Employer: The Naval Air Warfare Center, Training Systems Division, Orlando, Florida.

Exclusive Recognition: The status conferred on a labor organization which receives a majority of votes cast in a representation election, entitling it to act for and negotiate agreements for all employees included in the bargaining unit. The labor organization enjoying this status is known as the “exclusive representative”.

Exclusive Representative: For bargaining unit employees located at NAWCTSD, Orlando, Florida, the exclusive representative is designated as AFGE Local 2113.

Federal Mediator: An official representative of the Federal Mediation and Conciliation Service, who is requested, by one or both parties, to assist with the resolution of labor/management impasses.

Formal Discussion: A meeting between one or more representatives of the Employer and one or more bargaining unit employees concerning any grievance, personnel policy, practice or other general condition of employment.

Grievance: A complaint by an employee, the Union, or the Employer concerning any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment or a claim of breach of this Agreement.

Grievance Procedure: A procedure defined in Article 7 of this Agreement, by which bargaining unit employees, the Union, or the Employer may seek redress of any matter that has not been expressly excluded.

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

Labor/Management Meetings: Meetings which are held for communication and exchange of views and to discuss matters of mutual interest.

Mediation: A process wherein a mediator facilitates discussions in an attempt to resolve labor/management impasses between both parties.

Negotiability Dispute: A disagreement between the parties as to the obligation of the parties to negotiate under the Act.

Negotiation: The bargaining process used to reach an agreement between the Union and the Employer over conditions of employment.

Official Time: Duty time provided for union representatives to perform functions which are representational activities and duties undertaken on behalf of bargaining unit employees and for employees to meet with union representatives, to prepare a grievance or respond to management.

Panel: Federal Service Impasses Panel (FSIP) which is the administrative body created to resolve bargaining impasses in the Federal service. The panel may recommend procedures for settling impasses, or may settle the impasse itself.

Steward (Union Steward): A local union's representative, appointed by the union to carry out union duties, adjust grievances and solicit new members. Stewards are union members trained by the union to carry out their duties.

Supplements: Additional articles and/or sections negotiated during the term of the Agreement to cover matters not covered by the Agreement.

Unfair Labor Practice (ULP): The legal remedy for a violation of Chapter 71 of Title V of the U.S. Code. A ULP may be filed by an employee, the Union, or the Employer.

Union Member: A bargaining unit employee who pays union dues.

Union Official and/or Union Representatives: Any national or regional representative of AFGE and the duly elected officials or appointed representatives of AFGE Local 2113, including stewards.

Weingarten Right: Bargaining unit employees' right to be represented by the local union during a meeting with management when the employee reasonably believes that disciplinary action may result from the meeting. The employee is responsible for requesting union representation during the meeting and for contacting the union and making the request for representation.

ARTICLE 2
RECOGNITION/UNIT OF COVERAGE

Section 1. Recognition: This Agreement is executed pursuant to the recognition granted AFGE Local 2113, dated February 12 and 26, 1997 as the sole and exclusive representative of all bargaining unit employees as defined in Section 2 of this Article .

Section 2. Coverage: This Agreement covers two (2) exclusive bargaining units within the Naval Air Warfare Center, Training Systems Division. The bargaining units are described below.

Local 2113 Professional Unit of Coverage:

a. **Included:** All professional general schedule appropriated fund employees assigned to the Naval Air Warfare Center, Training Systems Division, Orlando, Florida.

b. **Excluded:** All non-professional employees; management officials; supervisors; employees assigned to the Atlantic and Pacific Regional Offices of the Naval Air Warfare Center, Training Systems Division; all employees assigned to overseas locations; and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

Local 2113 Non-Professional Unit of Coverage:

a. **Included:** All non-professional WG and GS appropriated fund employees assigned to the Naval Air Warfare Center, Training Systems Division, Orlando, Florida, which includes the GM-301-13 Project Manager-Aviation Directorate (PDA), GM-301-13 Project Manager-Battle Force Program Directorate (PDB), GM-301-13 Project Management-Marine Corps Programs Directorate (PDM), GM-301-13 Project Manager-Undersea Directorate (PDU), and GM-301-13 Project Manager-Surface Directorate (PDS).

b. **Excluded:** All professional employees; management officials; supervisors; security guards; employees assigned to the Atlantic and Pacific Regional Offices of the Naval Air Warfare Center, Training Systems Division; all employees assigned to overseas locations; GM-343-14 Program Analyst Research and Technology Directorate (PDR); and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

ARTICLE 3
RIGHTS OF EMPLOYEES

Section 1. Statutory Rights: Employees in the bargaining unit shall be protected in the exercise of their right to, freely and without fear of penalty or reprisal, to form, join, and assist the Union, or to refrain from such activity. This Agreement does not prevent any employee, regardless of employee

organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or agency policies, or from choosing his or her own representative in a statutory appeal action.

Section 2. Union Membership Right: Nothing in this Agreement shall abrogate any employee right, or require an employee to become, or to remain, a member of a Union except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

Section 3. Complaints: As set forth in Article 7, the Employer shall not discipline, retaliate, or otherwise discriminate against any employee because he/she has filed a complaint, or given testimony under the Act, negotiated grievance procedure or any other available procedure for redressing wrongs to an employee.

Section 4. Communication: The Employer and the Union shall take steps to provide information on the administration of this Agreement. Union representatives shall be provided a reasonable amount of official time, if otherwise in a duty status, for these activities.

Section 5. Information: The Employer shall take such action as required by law or regulation, or as prescribed in the Act and this Article, to inform employees of their rights and obligations.

Section 6. Notification Rights: The Employer agrees to notify employees of their right of representation in accordance with Section 7114(a)(2)(B) of Title VII of the Act by permanently posting a notice on the Labor Relations electronic bulletin board and an annual notice on the Employee electronic bulletin board.

Section 7. Employee Rights: An employee is accountable for the performance of assigned duties as prescribed by the Employer and compliance with standards of conduct for federal employees. Within this context, the Employer affirms the right of an employee to conduct his or her private life as he or she deems fit without being required to report to the Employer on such activities, except as required by law or regulation of higher authority.

Section 8. Investments and Donations: The Employer will not coerce, or in any manner require employees to invest their money or donate to charity. The Employer will not, in any manner, discipline or otherwise discriminate against employees who decide not to invest their money or donate to charity.

Section 9. Representational Rights: Whenever an employee wishes to meet with a union representative in order to exercise his/her right to representation, as provided for in the Act and this Agreement, the employee must request release from duty for this purpose from his/her supervisor. Employees should indicate the amount of time required for this purpose. Upon approval by the supervisor the employee shall be granted a reasonable amount of time based on workload requirements. Normal sign out procedures will be utilized. The employee is responsible for ensuring the availability of the union representative prior to leaving the work site.

Section 10. Restraint: There shall be no restraint, coercion, or discrimination against any employee for filing a complaint, or acting as a witness under this Agreement, the Statute or applicable regulations.

Section 11. Professionalism: In the interest of maintaining a professional work environment supervisors and employees are encouraged to deal with each other with courtesy and respect.

Section 12. Whistleblower Protection: Employees shall be protected against reprisal for the lawful disclosure of information which the employee reasonably believes evidences a violation of law, rule, or regulation, gross mismanagement, gross waste of funds, an abuse of authority, or substantial and specific danger to public health or safety.

ARTICLE 4 UNION RIGHTS AND RECOGNITION

Section 1. Recognition:

a. The Employer recognizes that the Union has the exclusive right to perform representational functions on behalf of all employees in the bargaining unit and to represent the bargaining unit members during negotiations and joint meetings with the Employer with regard to personnel policies, practices, and matters affecting conditions of employment.

b. The Employer agrees to recognize and respect the rights of the Union and to meet jointly and to negotiate with the Union on such matters as identified in Section 1(a) above. Further, the Employer agrees to provide the Union with an opportunity to negotiate prior to implementation of any new policy, or change in policy, affecting the employees or their conditions of employment, to the extent that the Employer is required to negotiate.

c. The Employer will recognize the duly elected Union officers, officials, and representatives designated by the Union. The Union will supply the Employer in writing, and will maintain on a current basis, a list of the Union officers and officials including stewards and their area of designation.

Section 2. Labor Management Meeting Procedures: The following procedures shall apply:

a. **Joint Labor/Management Meetings:** These meetings shall be held upon request by either party, except that meeting on issues that fall outside conditions of employment require mutual agreement. Specific item(s) for discussion shall be provided in advance of the meeting, although items not submitted may be discussed to the extent that the parties are prepared. Such meetings shall be conducted in an atmosphere that will foster mutual respect. The Employer and the Union will make every effort to expeditiously respond to matters that require their action.

b. Union Input: The Employer agrees to consider and respond to the inputs of the Union. The input may be presented orally or in writing. The Employer will respond as it deems appropriate orally or in writing.

c. Labor/Management Meetings Between Local President and Commanding Officer: Meetings between the President of the Union and the Commanding Officer will be held at least quarterly. Both parties may be accompanied by two other officials. The meetings shall be held on official time.

Section 3. Rights and Representation: The Union, as the exclusive representative of the employees in the bargaining unit, shall be given opportunity to be represented at:

a. any formal discussion between one (1) or more representatives of the Employer and one (1) or more bargaining unit employees or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment;

b. any examination of an employee in the bargaining unit by a representative of the Employer in connection with an investigation if:

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

(2) the employee requests representation.

c. any grievance proceeding when an employee elects to present a grievance on his/her own behalf.

Section 4. Stewardship: The Union has the right to determine the number of stewards necessary to represent employees in the bargaining unit.

a. A steward is authorized to represent employees on any grievance an employee may have pertaining to personnel policies, practices and other matters affecting working conditions. The representative, when desiring to leave his/her respective work area for the purpose of transacting representational duties consistent with the terms and conditions of this Agreement will request permission from his/her supervisor for the anticipated amount of official time required to conduct the representational duties. The supervisor will grant the representative's request to the extent permitted by workload. Normal sign out procedures will be utilized. In the event the supervisor denies permission for the representative to leave the work area, the supervisor will advise the representative of the reason(s) therefore, and when he/she may reasonably be expected to be released. The supervisor will consider the importance or urgency of the representational issue versus mission workload issue when determining when the representative may be released.

b. Upon request from either party, Union officials and supervisors shall discuss, informally, items of concern in the application of this Agreement, law, rule, or regulation to avoid misunderstandings and to deter complaints from either party. Union officials will be granted a reasonable amount of official time, if otherwise in a duty status, in a grievance proceeding, consistent with the issues at hand.

Section 5. Authorized Official Time:

a. For the purposes of this Agreement, "official time" means a reasonable amount of time to perform representational functions which are those activities and duties undertaken by Union representatives on behalf of bargaining unit employees pursuant to such employee's rights to representation under statute, regulation, terms of a collective bargaining agreement or the Act. Reasonable time will be the amount of time that is required to complete the given task of representation and depends on the complexity of the case.

b. Union officials shall have a reasonable amount of official time to:

- (1) perform representational functions;
- (2) answer any management initiated correspondence;
- (3) conduct negotiations during the life of this Agreement, if otherwise in a duty status;
- (4) receive, investigate, prepare, and present grievances, EEO complaints, appeals, etc., when acting as a Union representative, and
- (5) be present during the grievance proceeding when an employee elects to present a grievance on his/her own behalf (it is the Employer's responsibility to inform the Union that such a meeting is being conducted).

Section 6. Restraint: There shall be no restraint, coercion, or discrimination against any Union official because of the performance of duties in consonance with this Agreement and the Act.

Section 7. Membership Drives: Upon written request by the Union, and subject to normal security limitations, the Union shall be granted up to thirty (30) days during each contract year to conduct membership drives. Requests for use of the Employer's facilities must be made in writing ten (10) days in advance and must explain how the Union plans to conduct the membership drive, dates, and times. The Union's request for use of the facilities will be coordinated to minimize conflict with Command sponsored functions.

Section 8. List of Bargaining Unit Members: The Employer agrees to furnish the Union a current listing showing name, title, series, grade, and organizational code of all employees in the bargaining unit on a monthly basis.

ARTICLE 5 RIGHTS OF EMPLOYER

Section 1. Employer Rights: The Employer retains the right and authority to:

- a. determine the mission, budget, organization, number of employees, and internal security practices of the Employer;
- b. hire, assign, direct, layoff, and retain employees in the bargaining unit, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees, in accordance with applicable laws and negotiated procedures;
- c. assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Employer's operations shall be conducted;
- d. with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source; and
- e. to take whatever actions may be necessary to carry out the agency's missions in emergency situations.

Section 2. Negotiation Issues: The Employer and the Union will negotiate on:

- a. at the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- b. procedures which management officials of the Navy will observe in exercising any authority granted under the Act; and
- c. appropriate arrangements for the employees adversely affected by the exercise of any authority granted by the Act by such management officials.

ARTICLE 6 COLLECTIVE BARGAINING

Section 1. Manner: The parties to this Agreement have the responsibility of conducting negotiations and other dealings in good faith, and in such manner as will further the public interest. The Employer

agrees to give notice to the Union, and an opportunity to negotiate any new policy, or change in established policy, which is proposed during the life of the Agreement affecting conditions of employment. Negotiation of procedures, to implement decisions which are management rights and that impact employees in the bargaining unit, will be handled in accordance with this Article. The parties agree to make reasonable effort to resolve all differences which arise between them in connection with the administration of this Agreement, for the life of this Agreement.

Section 2. Scope: It is understood that no provisions of this Agreement shall nullify or invalidate the rights of employees, the Employer, or the Union, established by Title VII, other statutes, or regulations of appropriate authority, nor shall it relieve the Employer of the responsibility to negotiate with the Union on policies, practices, and procedures where the Employer is required to do so. Upon implementation of this Agreement and when a conflict exists, the provisions of this Agreement shall govern any future actions initiated under the provisions of any instruction or directive within the discretion of the Employer.

Section 3. Policy:

a. During the term of this Agreement, the parties agree to meet and negotiate on changes in personnel policies, practices, and matters affecting working conditions.

b. The Employer will notify the Union in writing, of any proposed change in working conditions of bargaining unit employees. The notice shall contain a clear description of the proposed change. The Union shall have five (5) working days after receipt, to notify the Employer in writing whether the Union wishes to negotiate on the matter. In the event the Union does not respond within the five (5) day notice period, the Employer will have the option to proceed with implementation of the proposed change.

c. The parties shall meet to begin the negotiation process within ten (10) working days from receipt of the Union's request to negotiate. Normally, the Employer will not implement the proposed changes during the negotiation period without a signed agreement. The Union and/or the Employer will not unreasonably deny a request for extension of the above times.

d. The Union's negotiating team shall not exceed in number management's negotiating team. Employees who are members of the Union's negotiating team shall be granted official time. No overtime or compensatory time shall be authorized. In consonance with the above, the parties will make every effort to keep the number of members on the negotiating teams to a minimum, based on the complexity of the issue(s) at hand.

e. The parties' agreement shall be in writing.

f. Any supplements and/or amendments to this Agreement which are negotiated and agreed to pursuant to this Section will be duly executed by the parties and will become an integral part of this Agreement and subject to all of the terms and conditions of this Agreement.

Section 4. Negotiation Impasse: When the parties to the Agreement cannot agree on a negotiable matter, and an impasse has been reached, either party may seek the services of the Federal Mediation and Conciliation Service.

Section 5. Negotiability Question: When the Employer alleges that a matter is non-negotiable, the Union may request in writing, that the Employer's position be provided to the Union in writing, within ten (10) days. The Union has the right to proceed to the Federal Labor Relations Authority for a determination. The request for determination must be received within 15 days in accordance with Section 7117(c)(2) of Title VII. The parties will commence negotiations within a reasonable period after receipt of an FLRA decision sustaining a determination of negotiability.

ARTICLE 7 NEGOTIATED GRIEVANCE PROCEDURES

Section 1. Common Goal:

a. Since the Employer and the Union both have responsibility in assuring compliance of this Agreement, the Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner. To accomplish this, the parties agree to the procedures outlined in this Article.

b. This Article provides a negotiated procedure for the prompt and fair settlement of grievances. Except as provided by Sections 2 and 3 of this Article, this grievance procedure shall be the exclusive procedure available to the Union, Employer, and the bargaining unit employees for resolving such grievances.

Section 2. Exclusions: This exclusive negotiated grievance procedure will be subject to the following exclusions:

- a. a violation relating to prohibited political activities;
- b. retirement, life insurance, or health insurance;
- c. a suspension or removal for national security reasons;
- d. any examination, certification, or appointment;
- e. classification of position which does not result in the reduction in grade or pay of an employee;
- f. Reduction in Force;

- g. denial of Within Grade Increase;
- h. probationer's termination;
- i. termination of a temporary employee;
- j. Letter of Caution; and

k. non-receipt and/or amount of incentive awards, but the employee may grieve perceived unfair application of award criteria.

Section 3. Options and Restrictions: Nothing in this Section shall prevent an employee from exercising the option of appealing any prohibited personnel practice defined in 5 USC 2302(b)(1), adverse actions defined in 5 USC 7512, or actions based on unacceptable performance defined in 5 USC 4303, through the statutory appeals process, provided the employee has not filed a formal grievance on the matter in accordance with this Agreement. In addition, if an employee files a grievance through the grievance procedure, or through the statutory appeals procedure, the employee will not file an Unfair Labor Practice.

Section 4. Application: The Union may present and process grievances in its own behalf or on behalf of any employee(s) in the bargaining unit. All employees in the bargaining unit (regardless of Union membership), the Union, and the Employer will adhere to all the terms of this Agreement. A grievance will contain the nature of the grievance, the corrective action desired and any other relevant information. Only the Union may represent the employee(s) in such grievances. However, the employee(s) has the right to present a grievance on their own behalf, and the Union will have the right to be present during the grievance proceeding. A grievant representing his/her self in a grievance procedure, and/or his/her representative, will be granted reasonable time during working hours to investigate, prepare, and present grievances under this procedure. Permission from the immediate supervisor will be requested for each absence. Permission will be granted as requested, unless workload situations outweigh the need for representation. The supervisor will let the employee or representative know when they may be released in such situations. The meeting place for such grievance case preparation will not be restricted to the work site location of the grievant and/or his/her representative. Normal sign out procedures will be followed. Local travel costs will normally be borne by the Union.

Section 5. Grievability: If the Employer's final decision declares the matter to be not grievable/arbitrable, the Union may refer the issue to arbitration as a threshold issue. The same arbitrator will be used for the threshold determination and the arbitration issue.

Section 6. Grievance Procedure:

STEP 1: A grievance to be pursued under this negotiated procedure, must be presented by an employee or his/her representative, to his/her immediate supervisor or the lowest level management official with the authority to render a decision. The parties are encouraged to meet, prior to filing a formal written grievance, in an attempt to resolve the issue. If these discussions are not successful, a written formal grievance may be filed. It is very important that the issue(s) of the grievance are clearly understood by the designated management official. Employees and/or their representative shall ensure that the issue(s) of the grievance are clearly stated.

a. The formal written grievance must be presented within 30 days of the incident that gave rise to the grievance, unless the grievant could not reasonably be expected to be aware of the incident by such time. In that event, the grievance must be presented within 30 days of the date the aggrieved employee became aware of the incident. A grievance concerning a continuing practice or condition may be initiated at any time. The grievant has the burden of establishing that the matter was on-going. In the case of disciplinary or adverse action, a grievance must be initiated within 30 days of receipt of the written decision from the deciding official. A written signed decision will be given to the grievant within 15 days after presentation of the formal written grievance. If the decision denies the grievance, included with the decision shall be a written statement indicating the grievant's right to submit the grievance to STEP 2.

STEP 2: If the grievant is dissatisfied with the decision given at STEP 1, or if no decision is received within the time limit established, the written grievance may be presented by the aggrieved employee, or his/her representative, within ten (10) days to the NAWCTSD Competency Head, or his/her designee (with the authority to make a decision) unless the Competency Head is the management official of STEP 1, in which case the grievance will proceed directly to STEP 3. Upon receipt of the grievance, the Competency Head or designee will, within ten (10) days, render a signed written decision and forward the decision to the aggrieved employee. If the decision denies the grievance, included with the decision shall be a written statement indicating the grievant's right to submit the grievance to STEP 3.

STEP 3: If the grievant is not satisfied with the decision at STEP 2, or if no decision has been rendered within the time limit established, the grievant, or his/her representative, may, within ten (10) days, submit the written grievance to the Commanding Officer or his/her designee. The signed written decision of the Commanding Officer or designee will be forwarded to the grievant within 15 days after receipt of the grievance. If the decision denies the grievance, included with the decision shall be a written statement indicating the grievant's right to request the Union to submit the grievance to arbitration.

Section 7. Decisions: In writing a decision on a grievance, it is very important that the reason(s) for the decision is (are) understood by the grievant. The Employer shall ensure that the reasoning in support of the decision is clearly stated. A decision written and sent from the management official's own electronic mailbox will be considered signed by the official for purposes of this article.

Section 8. Union Copy: The Union will be provided a copy of all decision letters at all steps whether or not the Union is serving as the representative in the case.

Section 9. Group Grievance: The Union and the Employer agree that when several employees have an identical grievance, the Union may select one (1) case for processing under the grievance procedure. In processing one grievance for the group, the decision on the case selected will be binding on all the employees in the group. Names of all employees involved in this procedure will be made a part of the record of the case selected for processing. When a decision is made on the grievance, the Employer will notify each employee individually.

Section 10. Employer/Union Initiated Grievance: Grievances initiated by the Employer or the Union against the other party will be processed in accordance with the following:

STEP 1: The Commanding Officer or Union President, or their designee will present a grievance in writing to the other party within 30 days after occurrence of the action or incident being grieved. After receipt of the grievance by the responding party, but within 15 days thereof, representatives of both parties, with authority to bind the parties, shall meet to discuss the grievance. The responding party will render a written decision within 15 days after the meeting noted above. Failure of the responding party to answer in a timely manner shall allow the other party to proceed to arbitration without further delay.

STEP 2: If dissatisfied with the decision in STEP 1, the charging party may refer the matter to arbitration in accordance with Article 8 of this Agreement.

Section 11. Merit Promotion Grievance Procedure: Merit promotion grievance procedures are in accordance with Article 15 of this Agreement.

Section 12. Time Limits: The parties may mutually agree in writing to extend any time limits of the grievance procedures. If the grievant fails to pursue a grievance within the prescribed or extended time limit, the grievance shall be dismissed unless the grievant is able to reasonably justify his/her failure to request an extension within the established time limits.

ARTICLE 8 ARBITRATION

Section 1. Right to Arbitration: A grievance submitted under Article 7 of this Agreement that has not been settled to the satisfaction of the grieving party may go to arbitration. Arbitration may be invoked by the Union or by the Employer, but only after the grievance procedure prescribed in Article 7 has been exhausted.

Section 2. Procedure: The procedure for invoking and preparing for arbitration follows:

a. Within 30 days after receiving the other party's final decision on a grievance, or within 30 days after the decision was due, the party desiring arbitration will notify the other party in writing.

b. Within seven (7) days from the date of the request for arbitration, the parties normally will submit a joint request to the Federal Mediation and Conciliation Service for a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within seven (7) days after receipt of such a list to select an arbitrator. The parties will take turns striking names from the list until only one name remains. A flip of a coin will determine which party strikes the first name.

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

(1) A stipulation of facts to the arbitrator can be used when both parties agree to the facts at issue and both parties agree that a hearing would serve no purpose. In this situation all records, data, documentation, and briefs are jointly submitted and sent by the party invoking arbitration, using certified mail (return receipt requested) to the arbitrator with a request for a decision based upon the case file presented. The cost of mailing will be shared equally by both parties. In such a case, each party will retain a copy of the stipulation of facts.

(2) The parties may agree to joint stipulations prior to the hearing. When the parties can not agree to a stipulation of facts to the case, a full hearing will be held to establish the facts relevant to the issue. When the Employer or the Union requests a formal hearing, it will be convened and conducted by the arbitrator.

Section 3. Expenses:

a. The total cost of arbitration shall be borne by the losing party, except in cases involving disciplinary actions and adverse actions. In these cases, if the arbitrator's decision states that the Employer had just cause to discipline an employee, but adjusts the Employer's penalty, the arbitrator's expenses shall be borne equally by the parties.

b. The parties shall pay no more than the maximum Joint Travel Regulation authorized travel and per diem expenses. Arbitrators' fees will be paid to the Arbitrator after the final decision is rendered. If either party requests a transcript, that party will pay the full cost. If the other party desires a copy of the transcript, that party will pay one half the original cost of the transcript to the other party.

Section 4. The Arbitration Hearing: The arbitration hearing shall be held in the Employer provided premises during the Employer's normal working hours. All participants, selected witnesses, the grievant, and the Union representative(s), who are employees of the Employer and who are otherwise in a duty status, shall be excused from duty without charge to leave to provide testimony at the hearing.

Section 5. Decision:

a. The arbitrator will be requested to render a written decision as quickly as possible, but not later than 30 days, after the conclusion of the hearing.

b. Any dispute over the application or interpretation of an arbitrator's award, including remanded awards, will be returned to the arbitrator for settlement. Any portion of a decision that is not in dispute shall be implemented. This procedure does not preclude either party from filing an exception.

c. The parties may mutually agree to submit to the arbitration written documentation concerning arbitrability of a case in lieu of a formal hearing. When this provision is not exercised, the arbitrator will hear arguments regarding both the arbitrability and the merits of the case, except where the parties have mutually agreed otherwise, such as instances where highly complex cases would involve several days of hearings.

d. The arbitrator's decision shall be final and binding, and the remedy shall be effected in its entirety, unless an exception is filed.

Section 6. Arbitrator's Authority: The arbitrator shall have the authority to resolve any questions of arbitration and interpret and define the explicit terms of this Agreement, law, rule or regulations as necessary to render a decision. The arbitrator's authority is limited to deciding only the issues presented in the formal grievance. An arbitrator may set aside a disciplinary action or non-disciplinary adverse action if the arbitrator finds a harmful error in the procedure management applied in taking the action. For the purpose of this Agreement, "harmful error" is defined as an error by the agency in the application or interpretation of any procedures which in the absence or cure of the error might have caused the agency to reach a conclusion different than the one reached. The burden is on the appellant to show that based on the record as a whole, the error was harmful. The arbitrator shall have no authority to add to, subtract from or modify any terms of this Agreement. The arbitrator shall decide issues under Sections 4303 and 7512 by application of the standards and burdens of proof specified in 5 USC 7701(c)(1).

Section 7. Exceptions, Judicial Review and Enforcement:

a. Any person aggrieved by a Federal Labor Relations Authority (FLRA) final order, except for orders involving Unfair Labor Practices and appropriate unit determinations under 5 USC 7112, may seek judicial review in accordance with 5 USC 7123.

b. Either party to arbitration under Chapter 71, 5 USC may file an exception to an arbitrator's award with the FLRA in accordance with 5 USC 7122, and during the 30 day period beginning on the date the award is served on the party.

c. With respect to matters of unacceptable performance (5 USC 4303), misconduct (5 USC 7512), or judicial review may be obtained in the same manner as if the matter had been raised initially under the statutory procedure.

ARTICLE 9 DISCIPLINARY ACTIONS

Section 1. Purpose: For purposes of this Agreement, a disciplinary action is defined as a Letter of Reprimand or a suspension of 14 days or less, taken against an employee by the Employer. Disciplinary actions shall be taken only for just cause as will promote the efficiency of the service in accordance with 5 USC Chapter 75.

Section 2. Representation: An employee is entitled to request to be accompanied by his/her Union representative during any meeting with his/her supervisor and/or any other management official or agent, when the employee reasonably believes the results of the meeting may result in disciplinary action. The Act does not allow an employee to be represented by any person other than a Union representative at these meetings. If the employee requests representation, the supervisor, management official or agent will postpone the meeting for a reasonable period of time until a Union representative can be present. The Union representative will have the right to participate at these meetings. If the situation warrants immediate action, Management will document the attempt to verbally contact a Union representative from the list of Union officials and stewards prior to proceeding.

Section 3. Progressive Discipline: Discipline is administered to correct inappropriate behavior and/or misconduct of an employee rather than punish the employee. Progressive discipline will normally be utilized, although certain acts of misconduct could warrant more severe action on a first offense.

Section 4. Oral Counseling: Supervisors may utilize oral counseling or admonishment as a tool in dealing with inappropriate behavior and/or misconduct of an employee. Oral counseling sessions are informal and will not be made a part of an official record. Counseling sessions will normally be conducted privately to avoid embarrassing the employee.

Section 5. Letters of Caution: A letter of caution may be utilized as a tool in progressive discipline. A letter of caution will specify the reason(s) for the issuance, and provide notice that the letter of caution will not be made a matter of record in the employee's Official Personal Folder (OPF). A Letter of Caution may not be counted as a prior offense in determining a level of discipline in any future instance.

Section 6. Letter of Reprimand: A letter of reprimand may be issued as a tool in progressive discipline. The letter of reprimand will specify reason(s) for the issuance, notice of the employee's right to file a grievance under Article 7 of this Agreement and the length of time the letter of reprimand will be retained in the employee's OPF. A letter of reprimand will be maintained for a maximum of two (2) years in the employee's OPF.

Section 7. Suspension of Fourteen Day or Less: An employee against whom a suspension for fourteen (14) days or less is proposed is entitled to:

- a. An advance written notice stating the specific reasons for the proposed action;
- b. At least ten (10) days following receipt to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer;
- c. Be represented by an attorney or other representative including a Union representative; and
- d. A written decision by the Employer at the earliest practical date providing the employee specific reasons for the decision and, if the decision is unfavorable, advising the employee of his/her right to grieve the decision under the negotiated grievance procedure under Article 7 of this Agreement.

Section 8. Fairness and Timeliness: Disciplinary actions will be consistent with applicable laws, rules, regulations, and NAWCTSD policy. Discipline will be administered in a timely manner based upon the circumstances and complexity of each case and will be administered fairly and equitably.

Section 9. Right to Review Material(s): In a proposed disciplinary action, the employee will be given an opportunity to review the material, as disclosable in accordance with applicable law, rule, or regulation, which was relied upon to support the specified charges in the proposed notice. Copies of these materials will be provided upon request by the employee or their representative.

Section 10. Official Time: Employees and their representative, who are otherwise in a duty status, shall be authorized a reasonable amount of official time to review the material relied upon by the Employer in proposing the adverse action, to interview witnesses and for preparing and submitting a written response.

Section 11. Posting: The Employer shall post quarterly, on the “employee” electronic bulletin board, all disciplinary actions taken during that quarter. The description of the offense(s) will clearly convey the nature of the particular offense without divulging the identity of the offender.

ARTICLE 10 ADVERSE ACTIONS

Section 1. Definition:

a. For purposes of this agreement, an adverse action is defined as a reduction in grade or pay, removal, suspension of more than fourteen (14) days, or a furlough of 30 days or less. Adverse actions shall be taken only for just cause, which will promote the efficiency of the service. All adverse actions will be taken in accordance with provisions of 5 USC Chapter 75. The provisions of this article do not include the following actions:

- (1) a suspension or removal for reasons of national security; and
- (2) a reduction in force action.

Section 2. Representation: An employee is entitled to request to be accompanied by his/her Union representative during any meeting with his/her supervisor and/or any other management official or agent, when the employee reasonably believes the results of the meeting may result in discipline. The Act does not allow an employee to be represented by any person other than a Union representative at these meetings. If the employee requests representation, the supervisor, management official or agent will postpone the meeting for a reasonable period of time until a Union representative can be present. The Union representative will have the right to participate at these meetings.

Section 3. Progressive Discipline: Discipline is administered to correct inappropriate behavior and/or misconduct of an employee rather than punish the employee. Normally, adverse actions, other than furloughs of thirty (30) days or less, will be progressive in nature and be preceded by the disciplinary procedures of Article 9 of this Agreement, although certain acts of misconduct could warrant not following this progressive concept.

Section 4. Employee Rights: An employee against whom an adverse action is proposed is entitled to:

- a. at least thirty (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 the specific reason(s) for the proposed action;

- b. at least ten (10) days following the receipt of the proposed action, to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer, unless the crime provision in Section 4.a is applied;

- c. be represented by an attorney or other representative, including a Union representative; and

- d. a written decision by the Employer at the earliest practical date providing the employee specific reasons for the decision and advise the employee of his/her right to grieve the decision under the negotiated grievance procedure or appeal the decision to the Merit Systems Protection Board (MSPB). The employee may not use both procedures, and his/her election is made when he/she files a grievance or an appeal.

Section 5. Fairness and Timeliness: Adverse actions will be consistent with applicable laws, rules, regulations, and NAWCTSD policy. Adverse actions will be administered in a timely manner based upon the circumstances and complexity of each case and will be administered fairly and equitably.

Section 6. Right to Review Materials: In a proposed adverse action, the employee will be given an opportunity to review the material, as disclosable in accordance with applicable law, rule, or regulation, which was relied upon to support the specified charges in the proposed notice which formed the basis

for the reasons and specifications. Copies of these materials will be provided upon request by the employee or their representative.

Section 7. Official Time: Employees, and their representative, who are otherwise in a duty status shall be authorized time to review the material relied upon by the Employer in proposing the adverse action, to interview witnesses within the bargaining unit and for preparing and submitting a written response.

Section 8. Request for Time Extensions: The Union and/or the Employer will not unreasonably deny a request for extension of time to established time frames of this Article.

Section 9. Posting: The Employer shall post quarterly, on the “employee” electronic bulletin board, all adverse actions taken during that quarter. The description of the offense(s) will clearly convey the nature of the particular offense without divulging the identity of the offender.

ARTICLE 11 EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Policy: Neither the Employer nor the Union shall in any way discriminate against an individual regarding employment or conditions of employment because of race, color, religion, sex, non-disqualifying handicapping conditions, national origin, or as outlined in the Civil Rights Act of 1964 as amended, and other statutes or regulation.

Section 2. Mutual Concern: The Union and the Employer, through labor/management meetings discussed in Article 4, can address alleged discrimination issues at a broad/organizational level and resolve to find mutually effective and lasting remedies where discrimination is found to exist.

Section 3. Equal Employment Committee: The committee shall have, but not be limited to, the following responsibilities:

- a. provide recommendations to assist the Command in developing the goals and policies of equal employment opportunity;
- b. provide recommendations on strategies which promote the overall EEO program and affirmative action efforts; and
- c. provide recommendations concerning the development of training aimed toward helping individuals to progress in occupations and levels in which they are under represented.

The Union shall be authorized one (1) representative to serve on this committee.

Section 4. Union Representative: An employee(s) discussing a problem of alleged discrimination with an Equal Employment Opportunity (EEO) Counselor, or at any step of the EEO complaint

procedure, has the right to be accompanied by a representative of their choice which may be a representative of the Union. If after discussing the problem the employee(s) decides to follow the negotiated grievance procedure, the employee(s) may be represented by a Union representative or may elect to be his or her own representative.

Section 5. EEO Options and Restrictions:

a. An employee who has an alleged discrimination complaint, as outlined in Section 1 of this Article, may present the matter for informal resolution to an EEO Counselor within 45 days of the date the incident occurred, or if a personnel action, within 45 days of its effective date; or the employee has the option of using the grievance procedures of Article 7, Section 6.

b. The EEO Counselor shall have a minimum of 30 days to facilitate resolution of the matter, except under the following circumstances:

(1) the complainant may voluntarily agree in writing to extend the counseling period up to an additional 60 days; or

(2) the complainant elects to enter the Alternate Dispute Resolution (ADR) Program, as outlined below, in which case the informal period shall be 90 days.

c. The EEO Counselor will analyze the complaint and if the counselor believes the complaint is suitable for ADR will so recommend to the Deputy EEO Officer.

d. The Deputy EEO Officer shall approve or disapprove the recommendation. If the recommendation is approved, the Deputy EEO Officer will provide the complainant, in writing, an opportunity to utilize the ADR Program. The written offer shall explain the process thoroughly including the fact that it is voluntary on the part of the complainant.

e. If the complainant elects to participate in the ADR program:

(1) The Deputy EEO Officer shall request the services of a certified mediator. The process shall be completed within 90 days from the date the complaint was filed with the EEO Counselor.

(2) If an agreement is reached between the parties, the terms shall be placed in a negotiated settlement agreement and signed by the parties and the complaint will be considered resolved.

(3) If there is no agreement reached between the parties, the counselor will issue a Notice of Final Interview to the complainant.

f. If the complainant does not elect to participate in the ADR Program, the EEO Counselor shall attempt to facilitate resolution of the matter informally and shall issue a written Notice of Final Interview to the complainant within 30 days unless the complainant has agreed in writing to extend the time limits.

g. The Notice of Final Interview shall advise the complainant of his or her right to file a formal complaint of discrimination under the Navy's regulatory process within 15 calendar days of the date the complainant received the Notice of Final Interview; the appropriate official(s) with whom to file; and of the aggrieved person's duty to assure that the EEO Officer is immediately informed if a representative is retained.

ARTICLE 12 POSITION DESCRIPTION

Section 1. Review: Each employee is entitled to an accurate position description (PD) that must be reviewed and certified by the Employer. The Employer will certify as to the accuracy of the PD annually at the time performance standards are set with a written indication within the performance standard forms.

Section 2. Position Description Changes: Management retains the right to assign duties. If a change to a bargaining unit employee PD results in a reduction in grade or a reduction in pay, the Union shall be provided a copy of the old and new PD's upon request. If a change to a bargaining unit PD results in a change in conditions of employment, the Union will be provided the opportunity to bargain on the impact and implementation in accordance with Article 6. The Union will be informed in advance of any broad Classification Review of positions in segments of the NAWCTSD. The Employer will provide the Union an opportunity to review all documents related to the review of positions.

Section 3. Mobility Statements: Management will not place mobility statements in the PD's of bargaining unit members with the exception of intern positions where the employee was aware of and accepted a mobility requirement at the time he/she accepted the intern position.

Section 4. Resolving Employees Concerns: Management has a compelling interest in addressing legitimate employee concerns regarding the classification of their positions. In that regard supervisors at the lowest practicable level will encourage early discussion of such concerns, address them objectively, and make reasonable attempts at resolution before the filing of an appeal.

Section 5. Position Description Review: Any employee who believes his/her position is inaccurately classified (e.g., the title, series, grade, or pay system) may initiate a request for informal review to his/her immediate supervisor. After completion of the informal review the Employer will provide the employee with the basis of the classification of the position description. If the supervisor and employee determine that the position description is not current, accurate or adequate, a new position description will be initiated and the request for informal review will be canceled. An employee may file a statutory classification appeal of his/her PD at anytime in accordance with appropriate rules and regulations.

Section 6. Classification Appeal: An employee's appeal shall be in writing, and shall contain the reasons why the employee believes his or her position is erroneously classified. Any employee may file a classification appeal at any time (except as noted in Section 7 below) using one of the following:

- a. General Schedule (GS) employees may appeal the classification of their position to:
 - (1) the Department of Defense Civilian Personnel Management Service (CPMS),
 - (2) the U.S. Office of Personnel Management (OPM), Atlanta Region, or
 - (3) OPM through CPMS.

- b. Federal Wage Schedule (FWS) employees may appeal to:
 - (1) directly to CPMS, or
 - (2) to OPM through CPMS.

Although appeals may be sent directly to CPMS or OPM per (a) and (b) above, they should normally be sent via the Commanding Officer who may, upon review, provide a favorable determination to the appeal or forward the appeal to the designated party. Forwarding of appeals shall be within sixty (60) days after receipt by the Employer.

Section 7. Classification Downgrade Determination: An employee whose position is reclassified to a lower grade which is based in whole or in part on a classification decision is entitled to a prompt written notice from the Employer. If the position action requires a personnel action which will result in a loss of grade or pay to the employee, Management must advise the employee, in writing, of the position action and the proposed date of the personnel action. This notice shall be issued prior to taking a personnel action. In the event a classification action results in a downgrade to the employee's position, in order to preserve any entitlement to retroactive correction, the following information applies:

- a. GS employees must file the initial appeal with either CPMS or OPM within fifteen (15) days after the effective date of the personnel action.

- b. FWS employees must file appeals with CPMS within 15 days from the effective date of the personnel action.

ARTICLE 13 PERFORMANCE APPRAISALS

Section 1. Overview: To promote teamwork a simplified performance assessment system will be employed. The system focuses on contributions within the scope of the employee's job description in achievement of the overall mission. The employee performance system will be fair, equitable, reasonable and related to the employee's position description, work assignments and responsibilities.

Section 2. Establishment and Use: The performance appraisal system shall be in accordance with applicable laws and regulations and will:

- (1) promote employee development,
- (2) emphasize supervisory-employee dialogue,
- (3) encourage team and group achievement, and,
- (4) emphasize employee contributions.

a. Time limits and review periods will be in compliance with applicable laws and regulations. The currently established performance-rating period will be from August 1 through July 31. Changes to the rating period dates will be negotiated, as appropriate, with the Union prior to implementation.

b. Each performance plan must have at least one critical element that addresses individual performance.

c. All official forms or documents pertaining to performance appraisals will contain a statement that an "acceptable" level of performance rating is the highest rating attainable at NAWCTSD.

Section 3. Definitions:

a. Acceptable Performance: Performance of an employee, which meets the established performance requirement(s) or standard(s), at a level above "unacceptable" in all critical elements(s) of an employee's position.

b. Performance Appraisal System: A system which provides for:

- (1) establishment of performance standards,
- (2) identification of critical performance elements,
- (3) communication of performance elements and standards to the employee, and

(4) methods and procedures for evaluation of employee performance against established standards.

c. Close-out Rating: An appraisal conducted when an employee or their first level supervisor leaves a position after the employee has been under established performance standards for ninety (90) days or more but before the end of the appraisal cycle. Closeout ratings will be in writing and used in deriving the rating of record and, in some cases, may become the rating of record.

d. Performance: An employee's accomplishment of work assignments or responsibilities.

e. Performance Plan: The written performance elements and standards developed to identify the requirements of an employee's performance at an acceptable level.

f. Rating of Record: The official performance rating prepared at the end of an appraisal period for performance over the established rating period.

g. Unacceptable Performance: Performance of an employee which fails to meet established performance standards in one or more critical elements.

Section 4. Performance Rating:

a. The NAWCTSD Performance Appraisal System will be administered using the levels of performance currently in effect within the Department of the Navy. Future changes will be negotiated, as appropriate.

Section 5. Performance Procedures:

a. A written performance plan will be established by the Employer for each bargaining unit employee which accurately reflects all the written or otherwise recorded performance elements which set forth expected performance of the employee's position, work assignments, and responsibilities. Employee participation is welcome and encouraged in the development of their performance plan; however, Management has final authority for establishment of performance plans.

b. At the time performance standards are set, the NAWCTSD appraisal official, or his/her designee, and the employee will meet to clarify and communicate the employee's critical elements so there is a clear and common understanding of the established performance standards for the next rating period. These discussions may be held privately upon employee request. The elements and standards shall be put in writing and signed by the employee and the NAWCTSD appraisal official, or his/her designee, to signify that both parties have met to discuss and review the appropriate elements and standards.

c. Normally, the employee will be provided with a copy of the performance plan within thirty (30) days of the beginning of each appraisal period, permanent assignment to a new position, and of each appropriate detail or temporary promotion.

d. Any employee may request review of his/her performance standards and elements at any time by the appraisal official or next level management official. However, the final determination of critical elements and performance standards rest with Management.

e. At the time performance standards are set, currency and accuracy of the employee's position description will be documented on the performance plan form. If the PD is not current and accurate that will be documented, and a current PD will be provided in accordance with Article 12.

f. Appraisal periods will be fixed with beginning and ending dates of the appraisal period. When an employee has not performed under a performance plan for ninety (90) days, the rating period will be extended to ensure the minimum ninety (90) day period.

g. Informal discussions should occur throughout the appraisal period and may be initiated by the NAWCTSD appraisal official, or his/her designee, or the employee. Discussions will provide the employee the opportunity to seek further guidance and understanding of his or her work performance. At a minimum, a mid-year review will occur near the middle of the established rating period.

h. Subsequent discussions should be held when there is a change in the work situation, such as:

- (1) a change in the supervisor of record,
- (2) a change in the employee's critical elements or performance standards,
- (3) a change in assignments, or
- (4) when an employee returns from an extended absence of 90 days or more.

i. A closeout rating will be provided to an employee when:

- (1) the employee's supervisor changes,
- (2) the employee completes a detail or temporary promotion of one hundred twenty (120) days or more, or
- (3) when an employee under established standards for a period of ninety (90) days or more changes positions, or moves within the organization.

j. Feedback may be solicited on the employee's performance from as many applicable sources as appropriate, e.g., team leaders, IPTs, customers, etc., when preparing the annual performance

rating. However, the employee's critical elements and performance standards will not be provided as part of the solicitation for comments.

k. Training appraisals conducted under Individual Development Plans must cover at least ninety (90) days in duration. They will be considered in the annual performance rating process. Training appraisals shall not serve as a closeout rating or as a rating of record.

l. When assessing performance, factors that are beyond the control of the employee will be taken into consideration. The employee will not be rated in critical elements for which work was not assigned during the assessment period.

m. An employee's signature does not constitute agreement with ratings, it only signifies that the employee has seen the ratings. The employee may attach comments to the final appraisal not to exceed one (1) page in length.

n. A performance appraisal and resulting rating of an employee shall not be lowered based upon an absence caused by a medically substantiated illness or disability.

o. Normally, employees will be provided at least 48 hours advanced notice prior to his or her performance review being conducted.

p. Critical performance elements and standards will be consistent with the duties and responsibilities as outlined in the employee's PD.

Section 6. Unacceptable Performance Procedures:

a. An employee may be reassigned, reduced in grade, or removed for unacceptable performance. Before initiating action on an employee for unacceptable performance, the performance standards must have been established, provided, and communicated to the employee in accordance with this article and applicable law, and/or regulation.

b. A written Performance Improvement Plan (PIP) will be developed with the participation of the employee, if requested, when his/her level of performance falls below the acceptable level. The first notice will include an opportunity period to improve of not less than ninety (90) days. Any subsequent notices will include an opportunity period of not less than thirty (30) days. The notice will identify the critical elements and the related performance standards in which the employee's performance fails to meet the standard; and what the employee must do to improve performance in terms of time and results expected for progress to an acceptable rating level. Training, if appropriate, will also be included. The employee will be provided assistance, if necessary, or if requested by the employee, in improving his or her performance under the PIP.

c. If the employee's level of performance is evaluated to be acceptable, a written notice will be provided stating such at the completion of the opportunity period. The unacceptable performance, and

any other written annotations as such, will be destroyed no later than four (4) years after the case is closed.

d. If the employee's level of performance remains unacceptable, after the expiration of the opportunity period, the supervisor will provide the employee a thirty (30) day advance written notice of proposed action as stated in paragraph a. above. The notice will identify specific instances of unacceptable performance on which the proposed action is based, and the critical performance elements involved in each instance of unacceptable performance. The proposed notice will include a statement of applicable employee rights in accordance with other articles of this Agreement.

ARTICLE 14 UPWARD MOBILITY

Section 1. Policy:

a. The Employer and the Union understand that employees want to reach their full potential without necessarily leaving their employment with the NAWCTSD. The parties recognize the importance of utilizing employees to their full potential. As a result, the Employer agrees to maintain an Upward Mobility Program (UMP). The UMP applies to employees who have potential but do not meet minimum qualification requirements for target positions. The Union will be afforded the opportunity to be involved in the design of the UMP. The consideration of positions for upward mobility will not be limited to any particular occupational series. The UMP shall meet the requirements of this Agreement and 5 CFR Section 300.103 and all other applicable regulations including:

(1) ensuring that the UMP is explained to employees and that they are encouraged to apply for the UMP positions; and

(2) identifying target positions suitable for designation as upward mobility training opportunities in the organization.

b. For employees selected for upward mobility positions the Employer shall:

(1) ensure that the individual development plan is adhered to; and

(2) review the employee's progress quarterly.

Section 2. Training Positions: Upward mobility may also be achieved by:

a. evaluating situations where vacant positions can be filled at lower-grade, trainee levels;

b. identifying areas where "bridge positions" could be established to bridge the gap between a lower level position and the first rung of an established career ladder or to bridge the gap between a

career ladder with lesser career growth to one with greater potential in order to provide opportunities for employees to enhance their careers.

Section 3. Related Opportunities: Though not a part of the UMP, the Employer shall look for ways to make adequate advancement opportunities available to employees in dead-end positions who do meet minimum qualification requirements for higher level positions.

ARTICLE 15 MERIT PROMOTION

Section 1. General:

a. The procedures set forth in this Article apply when bargaining unit positions are filled by promotion or other personnel action subject to competitive merit promotion procedures.

b. The Union recognizes the Employer's right to select from appropriate sources. In determining which source to use the Employer will select the source(s) which are most likely to meet its mission objectives, contribute fresh ideas and new view points, and to meet affirmative employment goals.

c. The Union and the Employer have equal responsibility to ensure that the merit promotion program is implemented in a manner to ensure fair consideration and selections based on merit. The Union, upon request, may review merit promotion records for the purpose of resolving merit promotion grievances.

Section 2. Other considerations: Management reserves the right to select or not select from among a group of best-qualified candidates. It is understood that since the Employer is under no obligation to fill vacancies, it may cancel a position even if action has been initiated to fill the position through the promotion procedure.

Section 3. Purpose of the Merit Promotion Program:

- a. The Merit Promotion Program is designed to:
- (1) ensure a systematic means of selection for promotion according to merit;
 - (2) ensure fair and equitable evaluation of the qualifications of candidates;
 - (3) ensure fair consideration of candidates without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying physical handicap, or age, or any other non-merit factor and shall be based solely on job-related criteria; and

(4) establish clear procedures and adequate records sufficient to allow reconstruction of the promotion action, including documentation on how candidates were rated and ranked.

Section 4. Procedures:

a. Management may fill vacancies by many different methods. However, before taking any action to fill a vacant position, except the placement of an employee with statutory or regulatory rights, individuals who are entitled to prior referral and consideration for placement must be referred. These employees will be referred in the following order:

(1) NAWCTSD employees on retained grade/pay;

(2) employees who did not receive proper consideration for promotion due to a procedural, regulatory, or program violation;

(3) Priority Placement Program registrants in priorities 1 and 2; and

(4) employees on the DON Reemployment Priority List (RPL).

b. While employees referred under Section 4.a.(1) and (2) above are entitled to bona fide consideration, there is no entitlement to selection. If not selected as a prior consideration eligible, the applicant may apply under regular competitive procedures. If the selecting official does not select one of these employees under regular competitive procedures, he/she will, upon request by the employee, provide information to the employee relative to his/her non-selection.

c. To be eligible for promotion, employees must meet all legal and regulatory requirements, and the minimum qualification standards as prescribed by the Office of Personnel Management (OPM) and any selective placement factors (e.g., knowledge, skills, abilities or other characteristics) essential to successful performance in the job to be filled. Selective placement factors must be appropriate to the position to be filled.

d. Except when employees are entitled to prior consideration, they must apply for vacancies advertised via Merit Promotion announcements if they wish to be considered, or an application must be submitted on their behalf prior to the closing date of the announcement. Employees who will be absent may deliver appropriate application forms to the Human Resources Office (HRO) Merit Staffing Unit along with a written request that they be considered for NAWCTSD vacancies which may occur while they are absent. They must specify the period of time they will be absent and the series and grade(s) of the positions for which they wish to be considered. A separate application is required for each series. For positions at GS-13 and above, a supplemental qualifications statement addressing the knowledge, skills or abilities identified in the specific vacancy announcement will be accepted if post marked or received in the HRO by the closing date of the announcement. Upon return, the employee will contact

the Merit Staffing Unit and ascertain if there were any vacancies meeting their specifications. If there were no such vacancies advertised, HRO will return the application to the employee.

e. Each employee is responsible for ensuring the completeness and accuracy of the information in his/her application. Employees should ensure that they have clearly described all experience that reflects their possession of the knowledge, skills and abilities specified in the vacancy announcement.

Section 5. Vacancy Announcements:

a. Vacancies will be publicized via Merit Promotion Individual and Open Continuous Announcements (OCA's), as appropriate. Management will make maximum use of OCA's to the extent feasible. Each new Individual Vacancy Announcement will be evaluated for conversion to an OCA; and Management will, if requested by the Union, justify why an OCA was not used.

b. All candidates within ten (10) points of the highest ranked candidate will be considered for selection. In the event of an unanticipated vacancy, selection certificates established under individual announcements may be used for substantially identical vacancies with the same knowledge, skills, and abilities; within six months of the closing date of the original announcement. Accordingly, employees are encouraged to apply for all vacancies for which they qualify, if they are interested in the type work described in the vacancy announcement. The minimum time between opening and closing dates of Merit Promotion announcements will be six (6) workdays, except that for positions at the GS-13 and above, the minimum time will be fifteen (15) workdays. Merit promotion vacancy listings will be published on the TSD Local Area Network (LAN) along with the respective Position Description (PD). Vacancy announcement application forms may be picked up from the HRO. If available from the Standard Forms bulletin board, an electronic application form may be used.

Vacancy announcements will contain:

- (1) job title, series, and grade(s) of the position;
- (2) a brief description of duties;
- (3) organizational and geographical location of the position (if not an open continuous announcement);
- (4) the knowledge, skills and abilities to be used in the evaluation of applicants;
- (5) selective placement factors, if any, (and if used, will be clearly relevant to the job and identified within the PD, and not used to unfairly restrict applicant pool);
- (6) any special working conditions (e.g. travel requirements, shift work, security clearance requirements, financial disclosure requirements, etc.);

- (7) if appropriate, information regarding the known promotion potential of the position;
- (8) area of consideration;
- (9) opening and closing dates for receipt of application;
- (10) forms to file and how to apply;
- (11) cut-off dates for open continuous announcements; and
- (12) Equal Employment Opportunity statement.

c. The Union will be permitted to review promotion packages for all bargaining unit positions when it has reason to believe a discrepancy exists or when requested to do so by an employee.

Section 6. Evaluating Candidates:

a. Applicants who must be competitively evaluated will be evaluated by a three-member rating panel. Two of the panel members will be from the competency that has the vacancy and the third member from outside the competency. Rating panel members must be thoroughly knowledgeable about the duties and responsibilities of the vacancy and equivalent to or of a higher grade than the position to be filled. If a panel member is chosen from outside of NAWCTSD, they will be knowledgeable in NAWCTSD business practices. Normally, the panel chair will be a NAWCTSD employee.

b. Individual(s) performing the rating will develop documentation to show how the best qualified candidates were identified.

c. Referral Certificates:

(1) Candidates for promotion or placement shall be referred, in alphabetical order, on a selection certificate unless the certificate includes other than the best qualified candidates. When the certificate includes more than the best qualified candidates, they will be listed alphabetically in category groups. Selecting officials will review the qualifications of all candidates referred to them. In the event no selection is made from the original competitive selection certificate, the Employer may elect to extend the area of consideration, re-advertise with no extension of the area of consideration, or cancel the announcement. When one of these alternatives is exercised, the selecting official will provide the reasons for the return of the certificate to HRO. Upon request, the reasons will be provided in writing to an employee and/or the Union.

(2) The best qualified candidates will be determined by considering scores of the qualified candidates as derived from the crediting plan. The best qualified list will contain all applicants who scored within ten (10) points of the highest score. If the minimum area of consideration produced only one (1) candidate who meets the best qualified/qualified criteria, this candidate can be referred without extension of the area of consideration, provided he/she is acceptable to the selecting official.

(3) The selecting official has the right to select or not select any candidate referred on a selection certificate. If interviews are conducted by the selecting official, and a candidate is not available for interview within a reasonable period of time, normally within ten (10) days, the selection process need not be delayed pending their availability for interview. If necessary, interviews may be conducted by telephone. If unable to do either, the candidate will be considered based on review of the application. Interview questions will be the same for each candidate interviewed, while follow-up questions may vary depending on the answers given by the candidates and their background and experience.

d. Each candidate has the right to review the advisory selection board written comments and scores generated for him or her during the rating and interview proceedings for the announced vacancy. Rating comments and scores will be made available after the completion of the rating process. Interview comments and scores will be provided after the completion of the selection process.

Section 7. Applicant Information:

a. A notice of rating will be sent to the applicants immediately after the rating process has been completed. Applicants will be provided the following information:

- (1) whether or not they were found to be qualified;
- (2) the numerical score assigned their application;
- (3) whether or not they were eligible for noncompetitive selection; and
- (4) whether they were in the group referred to the selecting official.

b. This does not preclude applicants from making inquiries regarding a promotion action at any time during the process provided that particular phase of the process has been completed. The Employer will show the employee the ratings assigned his/her application, the cut-off score for certification, evaluator comments, etc. Information that might give candidates unfair advantage shall not be released.

c. Non-selection for promotion from among a group of properly ranked and certified candidates is not an appropriate basis for a formal complaint or grievance. If an employee believes that the promotion plan procedures were not properly applied he/she may discuss his/her complaint with the

Director, HRO or his/her Union representative. If after being given an explanation, the employee still believes that the promotion plan procedures were not properly applied or that discrimination was involved, the employee may grieve through the negotiated grievance procedure or under regulations governing handling of Equal Employment Opportunity complaints, as appropriate.

Section 8. Temporary Promotions: Employees selected for temporary promotions must meet the minimum OPM qualification requirements, any selective placement factors, and all legal and regulatory requirements. If the temporary promotion exceeds 120 days, the competitive procedures contained in this article will apply; unless the employee is eligible for noncompetitive selection. When the decision is made to promote temporarily, the supervisor will make an effort to process the necessary paperwork so that the effective date of the temporary promotion will coincide with the date the selected employee begins performing the higher grade duties. Retroactive temporary promotions are not permitted.

Section 9. Transfer or Position Changes: The competitive procedures of this article will also apply to employees requesting transfer or position change (e.g., promotion, reassignment, or change to lower grade) to a bargaining unit position if the transfer or position change is to a higher grade position or to one with more promotion potential than the employee's current position or one previously held on a permanent basis in the competitive service.

Section 10. Accretion of Duties: The Employer will not assign duties to a position for the purpose of claiming that an accretion of duties has occurred in order to promote an employee. When a position is upgraded due to accretion of duties, competitive promotion procedures will not be required if the following requirements are met:

- a. the major duties of the employee's old position are absorbed into the new position, and the former position is canceled;
- b. the new position has no known promotion potential; and
- c. the additional duties do not adversely affect another encumbered position.

Section 11. Merit Promotion Grievance Procedure:

STEP 1: A written grievance based on rating and ranking under merit promotion procedures shall be submitted to the personnel specialist who processed the action within 30 days of the date the Employer notified the aggrieved of the rating and ranking. The written decision of the personnel specialist will be forwarded to the grievant within 15 days after receipt of the grievance.

STEP 2: If the grievant is dissatisfied with the personnel specialist's decision, he/she may, within ten (10) days, present the grievance to the Director Human Resources Office (HRO). The decision of the Director HRO will be forwarded to the grievant within 10 days after receipt of the grievance. The decision of the Director HRO shall be the final Employer decision.

ARTICLE 15A
MERIT PROMOTION AFTER REGIONALIZATION

Section 1. General:

a. The procedures set forth in this Article apply when bargaining unit positions are filled by promotion or other personnel action subject to competitive merit promotion procedures and becomes effective on the date the Regional Service Center (RSC) assumes responsibility for filling positions through Merit Promotion. At that time, Article 15 is canceled.

b. The Union recognizes the Employer's right to select from appropriate sources. In determining which source to use the Employer will select the source(s) which are most likely to meet its mission objectives, contribute fresh ideas and new view points, and to meet affirmative employment goals.

c. The Union and the Employer have equal responsibility to ensure that the merit promotion program is implemented in a manner to ensure fair consideration and selections based on merit. The Union, upon request, may review merit promotion records for the purpose of resolving merit promotion grievances.

Section 2. Other considerations: Management reserves the right to select or not select from among a group of best qualified candidates. It is understood that since the Employer is under no obligation to fill vacancies, it may cancel a position even if action has been initiated to fill the position through the promotion procedure.

Section 3. Purpose of the Merit Promotion Program:

- a. The Merit Promotion Program is designed to:
- (1) ensure a systematic means of selection for promotion according to merit;
 - (2) ensure fair and equitable evaluation of the qualifications of candidates;
 - (3) ensure fair consideration of candidates without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying physical handicap, or age, or any other non-merit factor and shall be based solely on job-related criteria.

Section 4. Procedures:

a. Management may fill vacancies by many different methods. However, before taking any action to fill a vacant position, except the placement of an employee with statutory or regulatory rights, individuals who are entitled to prior referral and consideration for placement must be referred. These employees will be referred in the following order:

- (1) NAWCTSD employees on retained grade/pay;
- (2) employees who did not receive proper consideration for promotion due to a procedural, regulatory, or program violation;
- (3) Priority Placement Program registrants in priorities 1 and 2; and
- (4) employees on the DON Reemployment Priority List (RPL).

b. While employees referred under Section 4.a (1) and (2) above are entitled to bona fide consideration, there is no entitlement to selection. If not selected as a prior consideration eligible, the applicant may apply under regular competitive procedures. If the selecting official does not select one of these employees under regular competitive procedures, he/she will, upon request by the employee(s), provide information to the employee relative to his/her non-selection.

c. To be eligible for promotion, employees must meet all legal and regulatory requirements, and the minimum qualification standards as prescribed by the Office of Personnel Management (OPM) and any selective placement factors (e.g., knowledge, skills, abilities or other characteristics) essential to successful performance in the job to be filled. Selective placement factors must be appropriate to the position to be filled.

d. Except when employees are entitled to prior consideration, they must apply for vacancies advertised via Merit Promotion announcements if they wish to be considered.

e. Employees who are absent for legitimate reason, e.g., planned leave, travel, or are absent because of a compensable injury, may deliver appropriate application forms to the Human Resources Office (HRO) along with a written request that they be considered for vacancies that may be announced during their absence. They must specify the period of time they will be absent and the series and grade(s) of the positions for which they wish to be considered. A separate application is required for each series. Upon return, the employee will contact the HRO and ascertain if there were any vacancies meeting their specifications. If there were no such vacancies advertised, the HRO will return the application to the employee.

f. Each employee is responsible for ensuring the completeness and accuracy of the information in his/her application. Employees should ensure that they have clearly described all experience that reflects their possession of the knowledge, skills and abilities specified in the vacancy announcement.

g. Applications will be due in the RSC by the close of business of the closing or cut-off date specified in the announcement.

Section 5. Vacancy Announcements:

a. Vacancies will be publicized via merit promotion individual and open continuous announcements (OCA's), as appropriate, and will be posted on official bulletin boards accessible by employees. Management will make maximum use of OCA's to the extent feasible. Each new individual vacancy announcement will be evaluated for conversion to an OCA; and Management will, if requested by the Union, justify why an OCA was not used.

b. In the event of an unanticipated vacancy, selection certificates established under individual announcements may be used for subsequent essentially identical vacancies within six months of the closing date of the original announcement. Accordingly, employees are encouraged to apply for all vacancies for which they qualify, if they are interested in the type work described in the vacancy announcement. The minimum time between opening and closing dates of merit promotion announcements will be ten (10) workdays, except that for positions at the GS-13 and above, the minimum time will be fifteen (15) workdays. Merit promotion vacancy listings will be published on the TSD Local Area Network (LAN) along with the respective position description (PD). Vacancy announcement application forms may be picked up from the HRO and are available on the Standard Forms Bulletin Board. Individual and open continuous announcements will contain the following information, as appropriate:

- (1) job title, series and grade(s) of the position;
- (2) a brief description of duties;
- (3) organizational and geographical location of the position (if not an open continuous announcement);
- (4) the knowledge, skills and abilities to be used in the evaluation of applicants;
- (5) selective placement factors, if any, (and if used, will be clearly relevant to the job and identified within the PD, and not used to unfairly restrict applicant pool);
- (6) any special working conditions (e.g. travel requirements, shift work, security clearance requirements, financial disclosure requirements, etc.);
- (7) if appropriate, information regarding the known promotion potential of the position;
- (8) area of consideration;

- (9) opening and closing dates for receipt of application;
- (10) forms to file and how to apply;
- (11) cut-off dates for open continuous announcements; and
- (12) Equal Employment Opportunity statement.

Section 6. Evaluating Candidates:

a. Applicants who must be competitively evaluated will be evaluated by the RSC using subject matter experts as appropriate.

b. Referral Certificates:

(1) All best qualified applicants will be referred for selection consideration. If there are more than ten (10), all those above the natural breakpoint will be referred. Applicants referred for consideration for GS-13 through GS-15 positions will be notified of their referral. Applicants for promotion or placement shall be referred, in alphabetical order, on a selection certificate unless the certificate includes other than the best qualified applicants. When the certificate includes more than the best qualified applicants, they will be listed alphabetically in category groups. Selecting officials will review the qualifications of all applicants referred to them. In the event no selection is made from the original competitive selection certificate, the Employer may elect to extend the area of consideration, re-advertise with no extension of the area of consideration, or cancel the announcement. When one of these alternatives is exercised, the selecting official will provide the reasons for the return of the certificate to HRO. Upon request, the reasons will be provided in writing to an employee and/or the Union.

(2) The best qualified candidates will be determined by considering qualifications of the candidates as measured against the crediting plan. If the minimum area of consideration produced only one (1) candidate who meets the best qualified/qualified criteria, this candidate can be referred without extension of the area of consideration, provided he/she is acceptable to the selecting official.

(3) The selecting official has the right to select any candidate referred on a selection certificate. If interviews are conducted by the selecting official, and a candidate is not available for interview within a reasonable period of time, normally within ten (10) days, the selection process need not be delayed pending their availability for interview. If necessary, interviews may be conducted by telephone. If unable to do either, the candidate will be considered based on review of the application. Interview questions will be the same for each candidate interviewed, while follow-up questions may vary depending on the answers given by the candidates and their background and experience.

(4) An evaluation panel will be used for all senior level (e.g., GS-13 through GS-15) positions. The panel will consist of three members appointed by the selecting official to review applications and interview the candidates referred by the RSC.

Two individuals on the panel will be from the competency in which the vacancy exists and one will be from outside the competency. Rating panel members must be thoroughly knowledgeable about the duties and responsibilities of the vacant position and must hold a position equivalent to or higher than the position to be filled. The panel will interview and evaluate all candidates and report the result to the selecting official. Panel members will document their evaluations in such a way as to show the relative merits of the candidates evaluated. Each candidate has the right to review the written documentation generated for him/her by the panel after the completion of the selection process.

c. After a selection has been made, official job offers will be issued in writing by the RSC.

d. A record of each promotion will be maintained in sufficient detail to allow reconstruction of the promotion action, including documentation on how candidates were rated and ranked.

e. The Union will be permitted to review promotion packages for all bargaining unit positions when it has reason to believe a discrepancy exists or when requested to do so by an employee.

Section 7. Applicant Information:

a. A notice of referral/non-referral will be sent to the applicants immediately after the selection has been made.

b. Applicant inquiries regarding qualifications determinations, ratings, and related issues will be made directly to the RSC in writing, at any time during the process, provided that particular phase of the process has been completed. If available, applicants will be provided the information requested.

c. Non-selection for promotion from among a group of properly ranked and certified candidates is not an appropriate basis for a formal complaint or grievance. If an employee believes that the promotion plan procedures were not properly applied he/she may discuss his/her complaint with the Director, HRO or his/her Union representative. If after being given an explanation, the employee still believes that the promotion plan procedures were not properly applied or that discrimination was involved, the employee may grieve through the negotiated grievance procedure or under regulations governing handling of Equal Employment Opportunity complaints, as appropriate.

Section 8. Temporary Promotions: Employees selected for temporary promotions must meet the minimum OPM qualification requirements, any selective placement factors, and all legal and regulatory requirements. If the temporary promotion exceeds 120 days, the competitive procedures contained in this article will apply; unless the employee is eligible for noncompetitive selection. When the decision is made to promote temporarily, the supervisor will make an effort to process the necessary paperwork

so that the effective date of the temporary promotion will coincide with the date the selected employee begins performing the higher grade duties. Retroactive temporary promotions are not permitted.

Section 9. Transfer or Position Changes: The competitive procedures of this article will also apply to employees requesting transfer or position change (e.g., promotion, reassignment, or change to lower grade) to a bargaining unit position if the transfer or position change is to a higher grade position or to one with more promotion potential than the employee's current position or one previously held on a permanent basis in the competitive service.

Section 10. Accretion of Duties: The Employer will not assign duties to a position for the purpose of claiming that an accretion of duties has occurred in order to promote an employee. When a position is upgraded due to accretion of duties, competitive promotion procedures will not be required if the following requirements are met:

- a. the major duties of the employee's old position are absorbed into the new position, and the former position is canceled;
- b. the new position has no known promotion potential; and
- c. the additional duties do not adversely affect another encumbered position.

Section 11. Merit Promotion Grievance Procedure:

STEP 1: A written grievance based on referral/non-referral under merit promotion procedures shall be submitted to the servicing personnel specialist within 30 days of the date the RSC or the Employer notified the aggrieved of the referral/non-referral. The written decision of the personnel specialist will be forwarded to the grievant within 15 days after receipt of the grievance.

STEP 2: If the grievant is dissatisfied with the personnel specialist's decision, he/she may, within ten (10) days, present the grievance to the Director Human Resources Office (HRO). The decision of the Director HRO will be forwarded to the grievant within 10 days after receipt of the grievance. The decision of the Director HRO shall be the final Employer decision.

**ARTICLE 16
DETAILS AND WORK ASSIGNMENTS**

Section 1. Definition: A detail is a temporary assignment of an employee to a different position or set of duties for a specified period of time. There is no formal position change; officially, the employee continues to hold the position from which detailed and keeps the same status and pay.

Section 2. Purpose: Management may detail employees to meet mission requirements. For qualification purposes, the experience of employees on detail is credited as an extension of the work

the employee was doing immediately prior to detail, or on its own merits, whichever is more advantageous to the employee.

Section 3. Details of 30 Days or Less: Details for 30 days or less will not be documented in writing. The supervisor will discuss with the selected employee the reasons for the detail, nature of duties and responsibilities to be performed and the approximate length of the detail. Employees detailed for periods of 30 days or less may submit an SF-172 to the HRO for inclusion in his/her Official Personnel Folder.

Section 4. Details Over 30 Days: Details exceeding 30 days and extensions thereafter will be documented by SF-52/50 and made a matter of record in the employee's Official Personnel Folder. Competitive procedures as outlined in Article 15 will apply when a detail to an officially established position of a higher grade or one with known promotion potential will exceed 120 days.

Section 5. Details to Higher Grade Positions: In situations which require the temporary services of an employee in a higher grade position for more than four (4) pay periods, the employee will be temporarily promoted to the position if the employee meets the Office of Personnel Management qualification and eligibility requirements for promotion.

ARTICLE 17 EMPLOYEE RECOGNITION AWARDS

Section 1. Purpose: Recognition of employees through monetary and non-monetary awards reflects the parties' efforts to promote continuous improvement in performance. The employee recognition program, as described in this Article, has the following characteristics:

a. It is an incentive program where an employee's recognition is based on achievement and contributions to the activity. Achievements are linked to the Employer's mission of providing high quality products and services to our customers. Recognition of efforts to improve service to our customers is intended to motivate employees to strive for excellence.

b. The program recognizes the accomplishments of employees both as individuals and as members of groups or teams. Because of the inter-relationship of work performed by employees, enhanced performance is sought through teamwork, not through competition among individuals.

c. The intent of this program is that awards are given in a fair and equitable manner and are linked to employee contributions that enhance the Employer's mission.

d. The award's program provides for various forms of recognition, enabling the award recipient to be recognized in a meaningful manner.

e. The program provides the flexibility necessary to adapt to a changing work environment and unanticipated circumstances.

Section 2. Policy:

a. There is no limit on the number of awards that an individual employee may receive or the frequency with which he/she may receive awards unless otherwise stated in this Article.

b. When employees are considered for awards, the relative significance and impact of their contributions will be considered in determining which type of awards would constitute appropriate recognition and, for monetary awards, in determining the amount of money to be granted. Funding availability must also be considered in the granting of monetary awards.

c. Awards will be processed on an ongoing basis.

d. The Employer will provide an award recipient with written documentation that clearly articulates the specific reason(s) why the employee received the award. Employees are encouraged to relate this information to specific evaluation criteria when completing applications for merit promotion.

Section 3. Award Panels: An Oversight Awards Panel, consisting of an equal number of management and bargaining unit employees, will be established. Management will designate the management panel member(s) and the Union will designate the bargaining unit panel member(s). Recommendations will be made by consensus. The oversight panel will be formed at the beginning of the assessment period, will meet at least monthly, and serve for one (1) year. The oversight panel will maintain the strictest confidentiality and avoid even the appearance of conflict of interest and perform the following functions in a fair and equitable manner:

a. Review and recommend criteria to be used for monetary awards based on mission-related goals and accomplishments, and service to our customers.

b. Monitor and provide feedback on the application of criteria, recipients, and amounts awarded for Special Achievement Awards, On-the-Spot Awards, and Time-Off Awards.

c. Review and recommend criteria to be used for Time-Off Awards.

Section 4. Types of Recognition Awards: Awards will be given for significant accomplishments related to products or services to NAWCTSD customers or for promoting the mission of the Employer.

a. Special Act Award (SAA). The SAA is a special act or service award, which recognizes individuals or groups for major accomplishments, or major contributions, which have provided products or services to customers, or which have promoted the mission of the

Employer. Award amounts should be linked to the significance and impact of the accomplishment or contribution on the service to the customer, or mission of the Employer.

(1) The amount of an SSA will be based on the tangible/intangible scale, as appropriate. Normally, the minimum amount to be awarded for a SAA is \$200 and the maximum \$2000 to any one individual at any one time.

(2) An SAA award may be made to an individual or to a team.

(3) A team may consist of individuals from a single competency or multiple competencies.

(4) The team may be empowered to determine the distribution of the award money among the members of the team.

b. On-the-Spot (OTS) Award. An OTS award recognizes a one time, short-term effort that results in service of exceptionally high quality or quantity. The award is a cash payment to an individual employee, which recognizes noteworthy contributions, or accomplishments to the Employer's mission and/or our customers, which are connected with or related to the recipient's official duties. The distinction between an SAA and OTS award rests in the relative significance of the contribution or accomplishment. The minimum amount of an OTS award is \$50 and the maximum amount is \$750.

c. Beneficial Suggestion Award. The Employer will encourage employees to file suggestions under the Beneficial Suggestion Program. Suggestions will be considered in a fair and equitable manner. Suggestion awards will be appropriate for tangible suggestions, intangible suggestions, and problem identification as defined in the Beneficial Suggestion Program.

(1) In the event of a decision regarding adoption or non-adoption of a suggestion not being made within 120 days of submission, the employee, upon request, will be given a written or oral status report.

(2) Non-adoption of employee suggestions are to be written and contain specific reasons for non-adoption.

(3) If the idea set forth in a rejected suggestion is later adopted, the appropriate suggestion coordinator will, if the matter is brought to his/her attention within the two (2) year period after the date of the rejection notice, reopen the case for award consideration.

(4) An employee who informally submits a suggestion (e.g., orally gives his/her idea to a staff or management person) that is adopted, must submit it in writing within one (1) year of the date the suggestion is placed in effect. Otherwise, the employee making the suggestion will not be considered for a cash award.

e. Time-Off Awards. A Time-off Award is an incentive award granted to an individual that allows an excused absence without charge to leave or loss of pay. This award is in recognition of contributions to the quality, efficiency or economy of operations.

(1) Employees with a rating of record of “Acceptable” are normally eligible to receive a Time-off Award.

(2) The amount of time-off awarded for a single contribution should be commensurate with the contribution.

(3) Time-off may be awarded in increments of 1 hour, up to 40 hours for a single contribution (or in the case of a part-time employee or an employee with an uncommon tour of duty, one-half the average number of hours of work in the employee’s biweekly scheduled tour of duty).

(4) An employee may be granted up to 80 hours of time-off during a leave year (in the case of a part-time employee or an employee with an uncommon tour of duty, the average number of hours of work in the employee’s biweekly scheduled tour of duty).

(5) Competency Heads or their designees may grant Time-off Awards of nine (9) hours or less and recommend to the Executive Director and the Commanding Officer awards of more than nine (9) hours.

(6) The time off must be scheduled and approved in accordance with this Agreement, and taken within one (1) year after the date the award is approved. Time-off Awards can not be converted to a cash payment.

Section 5. Award Nomination Procedures:

a. Employees and management officials are encouraged to identify and submit nominations of individual employees who they believe should be recognized for high quality accomplishments or contributions.

(1) Nominations of individual employees should be submitted, in writing, to the appropriate manager.

(2) The nominations should include a description of the accomplishments or contributions of the nominee(s) and an explanation of their significance, as well as the name and telephone number of the employee submitting the nomination.

(3) Nominations should include suggestions for the type of award or the amount of money to be granted.

(4) Information provided in the nominations will be considered in determining the appropriate recognition.

Section 6. Awards Information: Management will provide the Union statistical data and budget information on the awards program annually. The data will show distribution of cash awards, honorary awards, time off awards, and Quality Step Increases by grade level and organizational unit.

ARTICLE 18 EMPLOYEE PRIVACY RIGHTS

Section 1. Policy: Employees will be afforded proper regard for and protection of their privacy and constitutional rights. Employees also have an interest in being free from intrusion into their private affairs.

a. Care shall be taken to maintain employee confidentiality in appropriate areas. Documentation concerning details of an investigation or search shall be maintained in separate secure files with limited access to only those individuals having a legitimate need to know. Inappropriate disclosure of such information will subject employee to potential disciplinary action.

b. Employees having official access to information regarding an employee's private life, such as illness, financial situation, or sexual orientation, will maintain the strictest level of confidentiality.

Section 2. Procedures: The Privacy Act is a statute designed to provide certain safeguards for an individual against an invasion of personal privacy. To protect that privacy, it is necessary to regulate the collection, maintenance, use and dissemination of personal information in the records system. Management will not maintain any system of personnel records other than those authorized by law, rule or regulation. Any questions regarding the Privacy Act and/or regulations should be directed to the appropriate personnel in the HRO.

a. Access to an employee's official personnel files held by the Employer will be determined after an appropriate written request has been made in accordance with law, rule or regulation. The Employer normally will let an employee inspect his/her personal records, and obtain copies of his/her records unless otherwise prohibited by law or regulation of higher authority.

b. When collecting employee information that is subject to the Privacy Act, the following will be provided:

- (1) inform each individual whom it asks to supply information by what authority it is requesting the information, and whether disclosure of the information is mandatory or voluntary;
- (2) the principal purpose for which the information is intended;
- (3) the routine uses which may be made of the information; and
- (4) the affects on him/her, if any, for not providing all or any part of the requested information.

c. Supervisors' private notes normally are not subject to the Privacy Act but can become subject to the Privacy Act if they are used to make decisions that concern a person's employment status.

d. Management will ensure compliance with the Privacy Act to protect the privacy of individuals from unwarranted invasions.

e. A Union representative and a management representative will monitor privacy issues, review existing and new instructions and make recommendations to the Commanding Officer or his/her designated representative.

f. Consideration will be given to an employee's written request for amendment to his/her personnel records and a decision will be provided once it is determined the amendment of the record is appropriate and is in accordance with law, rule or regulations.

g. An appropriate record of disclosures will be maintained in accordance with law, rule or regulation when records about an employee are disclosed.

h. Records describing how an individual exercises his/her rights guaranteed by the First Amendment (religion, speech, and press, assembly and redress of grievances), will not be maintained unless they are:

- (1) expressly authorized by statute;
- (2) authorized by the individual about whom the record is maintained;
- (3) within the scope of an authorized law enforcement activity; or

(4) for the maintenance of certain items of information relating to religious affiliation for members of the Naval service who are chaplains. This should not be construed, however, as restricting or excluding solicitation of information which the individual is willing to have in his/her record concerning religious preference, particularly that required in emergency situations.

ARTICLE 19 DRUG FREE WORKPLACE

Section 1. Policy: In order to maintain a Drug Free Workplace Program (DFWP), the following provisions will be implemented by the Employer:

- a. All new employees will be provided information regarding the DFWP upon their entry on duty.
- b. Random drug testing will be conducted for employees in Testing Designated Positions (TDP). All employees are subject to drug testing based on reasonable suspicion.
- c. Employees assigned to a TDP will be provided a written notice that they are subject to random testing.
- d. A computer will be programmed for random selection of employees in TDPs.
- e. The Employer shall provide employees selected for random testing a checklist which indicates that the employee is under no suspicion of taking drugs and that the employee's name was selected randomly.
- f. Under no circumstances, shall the urinalysis test be ordered by the Employer as a punitive measure.
- g. Employees shall not be required to disclose the legitimate use of a specific drug at the outset of the testing. Employees will have an opportunity to provide medical documentation in the event of a positive test result.
- h. An employee is entitled to request representation prior to holding discussions with the Medical Review Officer (MRO) in regard to a positive test result.
- i. An employee with a positive test result, as determined by the MRO, is entitled to request representation prior to any examination by the Employer, if the employee reasonably believes the results of the examination may result in disciplinary action. If the employee requests representation, the supervisor, management official or agent will postpone the meeting for a reasonable period of time

until a Union representative can be present. The Union representative will have the right to participate at these meetings.

j. A liquid crystal thermometer will be utilized to measure the temperature of urine samples.

k. Upon written request, an employee ordered to a drug test based on reasonable suspicion may request the evidence on which the decision to order the drug test was based, if the information is otherwise releasable under law, rule or regulation. Releasable documentation will be provided to the employee or the employee's representative.

l. The employee's request for Safe Harbor will be sent via the Activity Drug Program Coordinator (DPC) to the Commanding Officer. The Activity DPC will provide a recommendation to the approving official.

m. The acknowledgment of the employee's request for Safe Harbor will normally be acted upon within five (5) workdays of receipt of the request by the approving official.

ARTICLE 20 HOURS OF WORK

Section 1. Tour of Duty: A tour of duty means the hours of a day and the days of an administrative workweek that constitute an employee's regularly scheduled administrative workweek.

Section 2. Core Hours: Core hours are the hours designated during which all employees not on approved leave must be present for work. Under this Agreement, core hours are from 0930 to 1130 and 1330 to 1530. Meetings should normally be scheduled during core hours.

Section 3. Work Schedules: Some positions or work groups, because of the nature of the work performed, may not be suitable for alternative work schedules. All fixed schedules must be adhered to and exceptions are subject to the approval of the supervisor. Once work schedules are established, changes will be for at least one pay period long. Employees may select their work schedule from the following options:

a. **Basic Workweek - Regular Hours:** This is a fixed schedule of 0730 to 1600, Monday through Friday with a meal break between 1130 and 1200.

b. **5/4/9 Work Schedule:** The 5/4/9 schedule is a work schedule that includes eight (8) nine (9) hour workdays, one (1) eight (8) hour workday, and one regular day off (RDO) within the biweekly pay period. Employees may select either the first or second Friday of the pay period as their RDO. Employees may be required to take the alternate RDO, for specific pay periods, based on work requirements. If work requirements necessitate that an employee report to work on both Fridays within the pay period, another day during that pay period may be requested by the employee, subject to

approval by the supervisor. On rare occasions employees will be able, subject to supervisory approval, to switch their RDO from one Friday to the other for personal reasons as long as there is no work impact.

c. **Gliding Schedule:** A flexible schedule in which an employee may, with supervisory approval, select flexible arrival and departure times daily while working eight (8) hour days and forty (40) hour weeks.

Section 4. Credit Hours: Credit hours are those hours in excess of the employee's daily tour of duty which are requested by the employee and approved by his or her supervisor. Normally, credit hours are intended for those situations created by workload requirements. It is not intended that credit hours be earned and/or used on a regular and recurring basis. An employee is entitled to his or her rate of basic pay for credit hours, and credit hours may not be used by an employee to create or increase entitlement to overtime pay.

a. Employees on a 5/4/9 work schedule are not eligible to earn credit hours.

b. Normally, the employee will request to work credit hours during the workday preceding the day the employee wishes to work. This does not preclude the working of same day credit hours upon mutual agreement of the supervisor and the employee. Normally, the request will be approved or denied by the supervisor as soon as possible on the same day.

c. Employees will be authorized to earn credit hours in six (6) minute increments, up to two (2) credit hours per workday.

d. A maximum of ten (10) credit hours may be carried over from pay period to pay period. Any credit hours, in excess of ten (10) hours, will be forfeited.

e. Employees may use up to ten (10) credit hours, in one (1) pay period, with prior supervisory approval.

f. Credit hours may not be converted to cash.

Section 5. Lunch Periods: Work schedules should provide for a lunch period of at least thirty (30) minutes duration. The lunch period should be scheduled as close to the midpoint in the tour of duty as possible and within established time bands of 1130 to 1330. An employee normally will have the option of not taking a lunch period if the employee has leave approved for that afternoon provided the employee has not worked more than six (6) consecutive hours. Lunch periods that are non-compensated shall be the employee's own time to utilize as the employee deems necessary.

Section 6. Call Back: Where it is necessary for employees to return to work outside of their scheduled work hours, to perform unscheduled overtime work of less than two (2) hours duration,

they shall be paid a minimum of two (2) hours at the appropriate overtime rates. Employees may be granted compensatory time off in lieu of overtime payment. The commuting distance of called back personnel should be considered. Overtime status will begin when an employee arrives at the duty location. Scheduled or unscheduled overtime, continuous with an employee's regularly scheduled tour of duty, is not considered call back overtime. Overtime selection procedures in this Agreement do not apply to call back overtime. In making a decision to call back an employee the Employer shall consider if:

- a. They are in a leave status.
- b. They are unable to work for reasons of health, as determined by medical or other competent authority.

Section 7. Religious Accommodation: Title VII of the 1964 Civil Rights Act requires that the Employer accommodate religious practices of all employees when it does not impose an undue hardship on the Employer. Meetings and conferences shall be scheduled when practicable so as not to conflict with major religious holidays; provided that employees provide the necessary information, (holiday and date) for such holiday to the Employer at least 60 days in advance of the holiday.

Section 8. Cancellation of Flexible Work Schedules: The provisions of the flexible work schedule programs shall not be altered or canceled without following the procedures outlined in Article 6 of this Agreement, including a notice that contains the specific changes proposed and the reason(s).

ARTICLE 21 EXCUSED ABSENCES

Section 1. Voting: Administratively excused absences will be given eligible employees for the purpose of voting in national, state, and local municipal elections or referenda. In this connection, each request for excused absence for voting shall be carefully reviewed and, given the employee's work schedule, sufficient excused absence shall be granted that will allow a total of three hours to vote.

The following restrictions apply:

- a. Employees having voting residence within commuting distance of their work who have at least three (3) hours to vote before or after their regular hours of work shall not be excused for voting.
- b. For the purpose of this section, commuting distance is defined as any locality from which employees travel to and from work on a daily basis.

Section 2. Registration: For employees who vote in jurisdictions that require registration in person and no other time is available outside the employee's work schedule, excused time to register will be granted on the same basis as for voting.

Section 3. Severe Weather Conditions: Notification of closure due to severe weather will be accomplished by the public address system if during working hours and by recorded telephone message if during non-working hours. In the event that administratively excused absence is granted due to interruption of normal operations by extreme weather conditions or other natural phenomena, at the discretion of the Employer, those employees considered essential will remain on duty.

a. Those employees who are directed to remain on duty will receive pay at the regular rate for the remainder of the workday. Employees who are not covered by Fair Labor Standards Act and exceed their normal scheduled work hours will receive overtime or compensatory time as the Employer chooses. Article 27 of this Agreement shall be applicable.

b. When administrative excuses are granted during working hours, determination as to whether an employee should or should not be charged leave for an absence depends upon his duty or leave status at the time of dismissal as follows:

(1) If the employee was on duty and was excused, there is no charge to leave for the remaining hours of the work shift following the time of dismissal.

(2) If the employee was on duty and departed on approved leave after official word was received but before the time set for dismissal, leave is charged only from the time the employee departed until the time set for dismissal.

(3) If the employee was scheduled to report for duty after an initial period of leave and dismissal is given before the employee can report, leave is charged until the time set for dismissal.

(4) If the employee was absent on approved leave for the entire work shift, the absence is charged to appropriate leave.

c. When the Employer announces prior to the start of the workday that the facility is closed due to an emergency, all employees, including those on leave, who are not required to report to work for assigned emergency responsibilities, will be placed on administrative leave for the entire work shift.

Section 4. Excused/Unexcused Absences:

a. Excused Absences. The immediate supervisor has the authority to excuse employees for up to fifty-nine (59) minutes if the employee is unavoidably or necessarily absent or tardy for adequate reason. The excused absence is not an employee entitlement, but a privilege that may be extended to employees by the immediate supervisor .

b. Unexcused Absences. Absences or tardiness from duty that are not excused by the immediate supervisor may be :

(1) charged to appropriate leave, or

(2) made up on the same day of the absence or tardiness through an extension of the employee's work day as long as the entire time to be worked that day does not exceed the Employer's work day boundaries. If the work day boundaries are exceeded, the employee will take leave to make up the difference.

When an employee is charged with leave for an unauthorized absence or tardiness, the Employer shall not require the employee to perform work for any part of the leave period.

ARTICLE 22 TYPES OF ABSENCES

Section 1. Annual Leave: Employees shall accrue annual leave in accordance with applicable laws and regulations. A reasonable effort, consistent with workload requirements, will be made to satisfy the desires of employees with respect to the scheduling and approval of annual leave.

a. Annual leave will be requested as far in advance as possible and subject to approval based on work considerations. The fact that an employee has not previously scheduled annual leave a certain number of days in advance will not be the reason for denying annual leave. If a conflict occurs, the employees affected should attempt to resolve the conflict. If this attempt is unsuccessful, priority will be based on Service Computation Date. This seniority right will not be exercised in two consecutive years.

b. Employees are responsible for contacting their immediate supervisor, by telephone, when unforeseen annual leave is required prior to reporting for duty. Such requests for annual leave shall be made as soon as possible, but normally not later than two (2) hours after the start of the employee's normal reporting time. If the immediate supervisor is not available, a message will be left on the supervisor's voice mail explaining the reason for the absence and the anticipated return to duty. If practicable, a telephone number where the employee can be reached will also be provided. The employee will normally call the supervisor during normal duty hours.

c. When the Employer finds it necessary to cancel previously approved leave for work related reasons, the reason(s) will be explained to the affected employee in writing. An effort will be made to assure employees do not lose deposits, non-refundable tickets, etc. Employees will be given two weeks advance notice of cancelation of leave unless, due to unforeseen and uncontrollable circumstances, a lesser period of advance notice is necessary.

d. The Employer agrees, to the maximum extent possible, that a request for annual leave will be granted so that employees will not lose annual leave when in a use or lose status. Previously scheduled use or lose annual leave which is canceled by Management due to an exigency of the public business shall be restored to the employee. The annual leave must have been scheduled in writing

before the start of the third biweekly pay period prior to the end of the leave year. Forfeited leave cannot be restored until the beginning of the next leave year. The restored leave must be scheduled and used not later than the end of the leave year ending two (2) years after the leave was forfeited.

e. When sickness occurs within a period of annual leave, the Employer will grant sick leave for the period of sickness in accordance with Section 2 of this Article.

f. The Employer will not direct an employee to utilize annual leave except under those conditions authorized by OPM directives.

Section 2. Sick Leave and Advanced Sick Leave: Employees shall accrue sick leave in accordance with applicable laws and regulations.

a. Sick leave, if available, shall be granted to employees when they are incapacitated to perform their duties due to illness, injury, medical examinations, or in other circumstances as set forth in 5 Code of Federal Regulation (CFR) 630. Employees will request sick leave for purposes of receiving medical, dental or optical examination or treatment as far in advance as possible.

b. Employees are responsible for contacting their immediate supervisor when sick leave is required. When the employee is prevented from reporting to work, such requests for sick leave shall be made as soon as possible, but normally not later than two (2) hours after the start of the employee's normal reporting time. If the immediate supervisor is not available, a message will be left on the supervisor's voice mail explaining the reason for the absence and the anticipated return to duty. The employee will normally call the supervisor during normal duty hours.

c. The Family Friendly Leave Act, Public Law 103-388, permits employees to use available sick leave to care for a family member as a result of physical or mental illness; injury; pregnancy; childbirth; or medical, dental, or optical examination or treatment; or for purposes relating to the death of a family member, including making arrangements for or attending the funeral of such family member. Up to forty (40) hours of sick leave, per leave year, may be authorized for the purposes described above. In addition, a full time employee who maintains a minimum sick leave balance of eighty (80) hours after deducting the amount to be used, may use up to 104 hours of sick leave per leave year for these purposes.

d. The Employer may grant sick leave only when supported by evidence administratively acceptable. Regardless of the duration of the absence, the Employer may consider an employee's certification as to the reason for his or her absence as evidence administratively acceptable. However, for an absence in excess of three (3) workdays, or for a lesser period when determined necessary by the Employer, the Employer may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence. An employee with a chronic medical condition that does not require medical treatment but does result in periodic absences from work in excess of three (3) consecutive days will not be required to furnish a physician's certificate on a continuing basis if the

employee is not on leave restriction, and provides, if requested, an updated valid medical certificate every six (6) months which clearly states the continuing need for periodic absences.

e. When the Employer has reason to believe an employee has abused sick leave, the employee may be issued a Letter of Requirement. Normally, the Employer will not require medical certification when the Employer is satisfied that an employee under a Letter of Requirement is departing work in an ill condition and returns to work the following workday. However, repetition of this behavior by the employee may result in the requirement to submit administratively acceptable certification for any absence due to illness. The Employer will review, at least every six (6) months, the need for the Letter of Requirement and advise the employee in writing when the requirements have improved to a level of satisfaction warranting the Letter of Requirement to be terminated. An employee may grieve a Letter of Requirement.

Section 3. Minimum Leave Charges: Employees will charge approved leave in six (6) minute (1/10 hour) increments.

Section 4. Leave Without Pay (LWOP): LWOP, a temporary non-pay status and absence from duty, may be granted upon the employee's request.

a. Upon written request and with the appropriate required documentation, LWOP shall be granted to disabled veterans needing medical treatment as required by Executive Order and to Reservists and National Guard personnel for military training duties under Section 9(g) of the Military Selective Service Act.

b. In accordance with applicable regulations and upon written request, employees shall be entitled to a total of twelve (12) administrative workweeks of LWOP during any twelve (12) month period for one or more of the following reasons:

- (1) the birth of a child of the employee and the care of that child;
- (2) the adoption of a child;
- (3) the care of a spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition; or
- (4) a serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.

c. LWOP may also be granted in accordance with applicable regulations on an extended basis for such reasons as: educational purposes; while awaiting action on a retirement or Office of Workers' Compensation Program (OWCP) claim; or while serving as an officer or representative of AFGE.

Section 5. Religious Observance: A Federal employee may elect to work compensatory overtime, for the purpose of being absent without charge to leave, when personal religious beliefs require that the employee abstain from work during certain periods of the workday or workweek. Any employee, who elects to work compensatory overtime for a religious purpose, shall be granted (in lieu of overtime pay) an equal amount of compensatory time off from his or her normally scheduled tour of duty. Under appropriate regulations, an employee's election to work compensatory overtime, or to take compensatory time off to meet his/her religious obligations, may be disapproved if such modifications in work schedules interfere with the efficient accomplishment of the mission. The premium pay provisions of Title V and the Fair Labor Standards Act do not apply to compensatory overtime work performed by an employee for this period.

Section 6. Blood Donations: The Union and the Employer recognize the benefits of the blood donor program and agree to encourage employees to participate. Those employees who donate blood will normally be authorized up to four (4) hours of excused absence as needed for recuperation. If an employee has been disciplined for abuse of leave in connection with blood donations, certification from the blood bank to verify the employee actually donated blood may be required.

Section 7. Military Leave: Title 38 United States Code (USC) provides that, upon request, an employee who is a reservist or member of the National Guard shall be granted annual leave, or leave without pay, if he or she is not entitled to or has exhausted their military leave as defined in 5 USC Section 6323.

Section 8. Other Leave: Other leave will be granted to an employee in accordance with applicable laws and regulations as primarily stated in 5 CFR Part 630.

Section 9. Leave Application: Normally, the Employer will process leave requests within five (5) days of when the request was made.

ARTICLE 23 TEMPORARY DUTY POLICY

Section 1. Purpose: Since temporary duty (TDY) is of benefit to the Employer, every effort will be made within reason to make the TDY as non-disruptive as possible for the employee. Selection of TDY employees will be based on mission requirements. Employees traveling on official government business are encouraged to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business.

Section 2. Definitions: The following definitions apply to this Article:

a. Temporary Duty (TDY) - Any duty performed away from the employee's permanent duty station for a temporary period of time and upon completion of his/her assignment returns to the permanent duty station.

b. Per Diem Allowance - A daily payment instead of actual expenses for lodging, meals and related incidental expenses as follows:

(1) Lodging: Expenses for overnight sleeping facilities.

(2) Meals: Expenses for breakfast, lunch and dinner.

(3) Incidental Expenses: Expenses such as fees and tips to waiters and waitresses, porters, baggage carriers, bellhops, laundry, cleaning and pressing of clothing.

c. Miscellaneous Expenses: Expenses such as fees for passports and visas, cost of birth certificates, charges for inoculations, commissions for conversion of currency in foreign countries, costs of traveler's checks, money orders or certified checks, taxi fares or privately owned vehicle (POV) expenses, parking fees, and excess baggage fees.

Section 3. TDY Accommodations and Travel:

a. Management agrees to inform the employees of pertinent TDY policies and changes to those policies. Normally, policy changes will not be applied to employees prior to notification.

b. Employees will not be directed to perform official travel at their own expense or at rates of allowances and amounts of reimbursement inconsistent with regulation.

c. Normally, employees on official travel will not be required to share a room or bath.

d. Employees may request non-smoking rooms and non-smoking automobiles. This includes government quarters and government automobiles. If not available, the employee will be allowed to change lodging and car rental agency to secure a non-smoking room or non-smoking automobile provided the cost does not exceed per diem rates for lodging and the CTO booked rate for automobiles.

e. Employees may choose any hotel accommodations when commercial quarters are authorized. Reimbursement will be limited to the lesser of the actual cost or the maximum lodging rate for the location listed in the JTR.

f. The employee normally will be provided an airline ticket for air transportation, unless electronic ticketing is the only method used by that airline. Employees may request electronic (paperless) ticketing if available.

g. Most airlines offer advanced seat assignments except for a small percentage of seats that are assigned at the airport and for the tickets issued for the common practice of overbooking flights. In order to insure completion of mission essential travel, on those airlines offering advanced seat

assignments, if a confirmed seat assignment is not available, employees may request through the CTO reservations on flights that do provide confirmed seat assignments.

h. Employee's personal hardships will be considered when Management assigns travel.

i. When the contract carriers flight schedule is inconsistent with the policy of scheduling travel during normal working hours (see section 5.a. below), employees may request through the CTO travel on non-contract carriers during normal working hours. Travel authorization will include a statement of justification if the cost of the non-contract carrier exceeds the contract carrier cost.

j. Travel will be kept to a minimum and is to be used for essential official business which cannot be accomplished by mail, telephone, teleconferencing or other means. Every reasonable measure will be taken to reduce to a minimum the number of trips and the number of personnel performing travel. Normally, only the project team members will participate in official project travel.

Section 4. Advance Notice of Trips: The employee and Management will make every effort to anticipate travel in advance. Normally, travel authorizations will be submitted at least ten (10) days in advance of anticipated travel. On trips with less than ten (10) days advance notice, it will normally be possible to "walk through" orders.

Section 5. Hours of Travel:

a. To the maximum extent possible, travel will be scheduled so the employee travels during his/her regular hours of duty and not on his/her own time. It is recognized that in some cases no amount of planning or scheduling will prevent employees from being required to travel outside their regularly scheduled workweek. If an employee is required to travel outside normal working hours, the reasons for travel at that time must be documented in writing by the authorizing official and a copy provided to the employee.

b. Employees who are required to travel are entitled to receive compensation as follows:

(1) Non-exempt employees covered by the Fair Labor Standards Act (FLSA) are entitled to compensation for time spent in travel status outside normal working hours when:

(a) The employee is required to drive a vehicle or perform other work while traveling.

(b) The employee is required to travel as a passenger on a one-day assignment away from the official duty station.

(c) The employee is required to travel as a passenger on an overnight assignment away from the official duty station during hours on non-workdays that correspond to the employee's regular working hours.

(2) Exempt employees covered by Title V are entitled to compensation for time spent in travel status outside normal working hours when the travel:

(a) involves the performance of actual work while traveling; or

(b) is incident to travel that involves the performance of work while traveling;

(c) is carried out under such arduous and unusual conditions that the travel is inseparable from work; or

(d) results from an event which could not be scheduled or controlled administratively.

(3) The “exempt” or “non-exempt” designation appears on each employee’s position description cover sheet and on the Notification of Personnel Action form, SF-50.

(4) Normally, an employee should not be ordered to travel on a holiday. If a non-exempt employee is required to travel on a holiday, compensation for holiday premium pay is authorized. If an exempt employee is required to travel on a holiday, the employee will be compensated if the travel involves the conditions cited above.

(5) Payment of overtime or the granting of comp-time will be in accordance with Article 27.

c. Normally, an employee will be authorized excused leave for rest purposes when the employee’s travel day exceeds a specified number of hours. Excused leave, like other forms of leave, requires supervisor approval. If an employee gets to their TDY point, or residence, after a twelve (12) hour day, that employee will normally be authorized four (4) hours of excused leave the following day. If through no fault of the employee, the returning travel day exceeds 16 hours, the employee will normally be authorized to take the following day off. Employees will not receive official time off if the following day is a weekend, holiday or non-work day. An employee cannot purposely take action to extend their travel day for the sole benefit of using excused leave the following day. Examples of a 12 or 16 hour work/travel day are the following:

(1) If the travel itinerary or a change in the travel itinerary is approved by Management, and results in a 12 or 16 hour work/travel day, then the excused leave will be approved unless a work-related issue exists.

(2) If an employee is delayed in returning home, due to factors beyond his/her control such as delayed flights, which results in a 12 or 16 hour work/travel day, he/she will notify their supervisor the following morning. If the immediate supervisor is not available, a voice mail

message should be left requesting leave, and identifying the time the employee will return to work, and if possible, a number where they can be reached.

(3) An employee will normally be allowed to return home early after completion of assigned work even if this results in a 12 or 16 hour work/travel day described above. The employee will contact their supervisor regarding the change in plans. If the immediate supervisor is not available, a voice mail message should be left requesting leave and the time the employee will return to work. However, the employee must endeavor to return home in the most expeditious manner.

(4) An employee will normally be allowed to depart from the TDY station the morning after completing a TDY assignment to prevent travel during off-duty hours when the employee isn't required to be at the permanent duty station the first thing in the morning.

d. An employee will normally not be required to board a commercial carrier between the hours of 10:00 p.m. and 7:00 a.m., except in those rare occasions where these departure and arrival schedules are the only available flights which will meet mission requirements or because of unavoidable situations, such as flight delays, etc. Where scheduling continuous travel between the PDS and TDY station would necessitate travel during normal hours of rest on modes of transportation which do not provide adequate sleeping accommodations (regardless of the time of embarking/debarking), a rest stop en route may be authorized, if warranted. Tickets for flights operating between 10:00 p.m. and 7:00 a.m. will not be issued unless the defined mission requirement necessitating this schedule is provided on the travel orders.

Section 6. Local TDY:

a. Local TDY is travel to a military installation, training facility, contractor's facility, NAWCTSD field activity or other authorized destination which:

(1) can be accomplished in ten (10) hours or less during the same calendar day;

(2) involves no lodging portion of the per diem; and

(3) the mode of transportation is by government vehicle, POV, or commercial transportation (e.g., public bus lines or taxis) not requiring the presentation of travel orders.

b. Travel not meeting all of the above criteria will be considered as regular travel. Distance from home or the permanent duty station to the TDY station is not one of the criteria.

c. The employee will be reimbursed for automobile and miscellaneous expenses incurred while on official local travel, regardless of the distance or duration of the trip. Travelers will normally use a

government vehicle when available. POV mileage will include getting to and from the TDY location as well as local mileage at the TDY location less normal commuting distance.

Section 7. Advances: Normally, employees going on official travel shall be entitled to an advance of 100 percent of meals and 75 percent of miscellaneous expenses. When an employee justifies on his/her travel orders or justification a higher miscellaneous expense, this higher amount will be advanced. The Department of Defense, through GSA, has a contractual arrangement for the use of a Travel Card for cash withdrawals at ATM locations worldwide as authorized on their travel orders. Travel advances (checks) will be authorized for:

- a. Infrequent travelers;
- b. Travel to areas where no ATMs are available; and
- c. PCS/TCS expense.

Section 8. Use of Government Lodging:

a. When an employee's point of TDY is a recognized post, camp, station, base or depot owned or operated by the United States and adequate government lodging is available on that post, camp, station, base or depot, the employee will be encouraged to stay at the government lodging. When adequate Government quarters are available and other lodging is used, reimbursement is limited to the government quarters cost. The Government lodging will have the same quality of furnishings, facilities and services as would be found in a good quality hotel. If these conditions are not met, the employee is authorized to stay at a commercial lodging facility. Upon return to work, the employee will have his/her orders amended to authorize commercial quarters. The amended orders will have the same signatures as the original orders.

b. When the employee's point of TDY is to a city instead of to an installation, use of Government quarters is encouraged, but not required.

Section 9. Procedure for Obtaining Government Lodging:

a. Prior to submitting travel orders, the employee will call the appropriate government lodging facility or request reservations through the CTO. If a room is not available, a non-availability number will be requested. This number will be put on the travel orders and commercial lodging will be authorized. If government lodging is unavailable, but a non-availability number cannot be obtained, the employee will note the name of the employee and phone number of the government facility on his/her travel orders and commercial lodging will be authorized. An employee will not be required to call another government lodging facility if the facility at the place of TDY is unavailable. An employee who

follows the above procedures will not be required to have orders stamped for non-availability at the TDY location.

b. An employee who reports to the government lodging facility and finds his/her room is not available will get his/her orders stamped for non-availability certification and is authorized to secure commercial lodging. Under this circumstance, if lodging within the authorized per diem rate cannot be obtained, the employee may request reimbursement for actual expenses not to exceed 150% of the applicable per diem rate. Actual Expense Allowance (AEA) claims will be reviewed on a case-by-case basis.

c. When it is not possible for all members of the working team to stay at government lodgings, the Project Manager will review all lodging requirements and provide a solution based on mission requirements and lodging availability.

Section 10. Rental Cars:

a. Normally, the employee will use the rental car agency identified on his/her travel orders. If the agency identified on the travel orders does not have a car available when the traveler arrives at the TDY location, the employee is authorized to rent a similar sized car at another rental agency. The employee will use good judgment in obtaining the best rate available. Normally, all rental cars will be equipped with automatic transmission and air conditioning.

b. If the rental car agency designated on the travel orders quotes a higher rate to the traveler than that listed on the travel orders, the employee will be reimbursed the actual cost. Upon return to the permanent duty station, the employee will provide a brief memorandum of the incident, along with a copy of the rental car contract and his/her orders with his/her travel claim.

c. Normally only one rental car will be authorized for groups of four (4) persons or less. exceptions will be made for special cases, such as extra baggage, working different shifts, etc., and will be explained and approved on the travel orders and justification prior to the start of travel. For shift work, a rental car will be authorized for each shift team. For one (1) or two (2) travelers, a compact car will be authorized. For three (3) travelers, an intermediate sized car will be authorized. For four (4) travelers, a full sized car will be authorized. For the purpose of determining the rental car size, e.g., compact, midsize or full size, the appropriate standards in the Military Traffic Management Command car rental agreement will be used and supersedes any assignment of vehicle size by various automobile rental companies. Reimbursement will be made for the actual cost of the vehicle in the size authorized. Travelers are encouraged to fill the gas tank before returning the car to the rental car agency.

d. The CTO will reserve all rental cars in accordance with the requirements of the approved travel orders. If an authorized need for a larger vehicle is approved on the travel orders, a larger vehicle will be provided. Prior to the employee's departure, if mission requirements cause a change to the size of the rental car, the employee will be reimbursed only for the mission required size. In this case, it is the employee's responsibility to call the CTO and change the car size. If requirements change

after departure from the office, the employee must provide justification with the travel claim in order to receive reimbursement for a larger car size.

Section 11. Travel by POV:

a. Constructive Costs. When an employee uses a POV as a matter of personal preference while traveling on official business, reimbursement may not exceed the total constructive cost of the mode of common carrier that would have been provided. Constructive transportation cost will be computed on the basis of the use of common carrier transportation, plus the allowable per diem, taxi fares to and from the airport, and excess baggage costs. Constructive POV costs will include mileage allowance, tolls and the allowable per diem costs.

b. Local In and Around Mileage. In and around mileage at the TDY station will be paid for travel between places of business, lodging and where meals are obtained as authorized on travel orders. Total in and around mileage will be listed on the travel voucher.

Section 12. Charge Cards: The use of government contractor issued travel charge cards is encouraged. While declining to apply for or accept the card is permissible, advances in such cases will be in accordance with Section 7.

Section 13. Telephone Calls:

a. Official Calls: An employee will be reimbursed for all official local and long distance telephone calls made while on TDY. Maximum use will be made of government owned or leased equipment for long distance calls.

b. Personal Calls: An employee on TDY will be authorized a brief daily call to their residence by utilizing the 1-800 number of the Employer.

Section 14. Reimbursement:

a. The employee will normally submit his/her travel claim within ten (10) days after completion of travel. If that is not possible, the employee will inform his/her immediate supervisor as to the reason(s) the travel claim will be late. An employee who neither submits his/her claim within ten (10) days nor submits an acceptable explanation of extenuating circumstances will be subject to denial of future travel advances as well as having the outstanding debt withheld through salary deduction.

b. Employees will normally be reimbursed within ten (10) workdays after the employee submits his/her travel claim.

c. The employee will normally refund any over advanced portion within 15 days of official notification of a balance due. A pay checkage or salary deduction will be processed unless the

employee can provide extenuating circumstances to his/her immediate supervisor which would prevent the employee from making payment.

Section 15. Passports, Visas and Immunization: All required passports (including official and private), visas and immunization shots required for official travel will be paid for by the Employer.

Section 16. Rest Stops: When travel is direct between duty points which are separated by several time zones with at least one duty point outside the Continental United States (CONUS), a rest period of not more than 24 hours may be authorized when air travel between the two points is by less than premium class accommodations and the scheduled flight time including stopovers, exceeds fourteen (14) hours. However, rest stops in excess of 24 hours will normally be authorized when, through no fault of the employee, international flight connections prohibit a departure within 24 hours.

Section 17. Compressed Work Schedule While on Travel: While on TDY, an employee will be allowed to maintain his/her normal approved work schedule except when mission requirements or training schedules necessitate a change from CWS to a regular or flex schedule. When the TDY assignment necessitates a change to the employee's normal approved work schedule, Management and the employee will determine an appropriate work schedule in accordance with Article 20, Hours of Work.

Section 18. Emergency Return from TDY: If an employee discontinues a TDY assignment before its completion because of an incapacitating illness, injury or personal emergency situation, the employee shall be provided with appropriate transportation and per diem expenses to return to his/her permanent duty station. If the employee interrupts a TDY assignment because of an incapacitating illness or injury, and takes leave of any kind at the TDY location, the per diem and local travel allowance shall be continued until the employee is able to return to his/her permanent duty station.

Section 19. Death While on TDY: If an employee dies while on TDY, the employee's body will be returned to the location designated by the employee's family. However, the cost shall not exceed that which would have occurred if the employee's body is returned to his/her permanent duty station.

ARTICLE 24 LABOR ORGANIZATION TRAINING

Section 1. Policy: Union officials shall have a reasonable amount of official time for the purpose of attending pre-approved labor relations seminars and training sessions which occur during regular duty hours. Official time for these purposes will be no more than 500 hours each contract year with no carry over from year to year. The official time will be used at the Union's discretion using the procedures outlined in this article. Official time authorized for training related sessions will be applied toward the employee's annual forty-hour (40) training requirement.

Section 2. Request Procedures:

a. The representative(s) selected for training attendance will verbally notify their immediate supervisor of their need of official time and obtain supervisory approval, subject to work related needs, to attend the designated event. This notification will include the time and dates of the event.

b. A written request for official time will normally be submitted by the Union at least two (2) weeks in advance of the scheduled event to the Director, Human Resources Office. This request will contain the consolidated list of names and organization assignment of the Union representative(s) requesting official time and information about the dates, time, duration, purpose, and nature of the event.

Section 3. Authorized Time:

a. The Union official(s) may be authorized official time for time spent during regular duty hours for traveling to and from and attending Employer approved training seminars.

b. Union officials will be prudent in their use of official time when scheduling travel to and from the designated event.

c. The travel policy outlined in Article 23 of this Agreement will not apply to a Union official's authorized official time for travel under this article.

ARTICLE 25 REDUCTION IN FORCE

Section 1. Procedures: Any Reduction in Force (RIF) will be carried out in accordance with applicable regulations in effect at the time the RIF is conducted. The Employer will notify the Union of a proposed RIF as far in advance as practicable and prior to notification of affected bargaining unit employees. Such written notification will include (a) the reason for the proposed reduction in force; (b) the projected numbers, types and grades of positions scheduled to be reduced; and (c) the proposed effective date of the action if known at the time. If the Union desires to negotiate, it will notify the Employer in writing in accordance with Article 6. If the Union desires to negotiate on the impact and implementation of the proposed RIF, this will be conducted in accordance with Article 6. The Employer agrees to meet with the Union at least once a week, unless otherwise mutually agreed upon, to provide information on the status of a RIF. The Union will be entitled up to three (3) representatives at these meetings.

Section 2. Competitive Areas and Levels: Competitive areas and levels shall be established in accordance with applicable RIF regulations contained in 5 CFR 351. The competitive area has been designated as the Naval Air Warfare Center, Training System Division, Orlando, Florida. Upon request, the Union will be provided with a list of affected competitive levels. Employees who are affected by a RIF, and the Union in the performance of its representational duties, are entitled to review

the retention registers and other related records for the employees' competitive levels, and for levels in which there are employees who may displace them, and for levels into which the employees believe they may be entitled to displace.

Section 3. Notice to Employees: If a RIF is necessary, the Employer shall provide specific written notice to each affected employee at least 60 days prior to the effective date of the action. For a RIF of fifty (50) or more employees, the Employer shall provide a written notice to each affected employee at least 120 days, or in accordance with applicable regulations, prior to the effective date of the action. At the same time the Employer issues a notice to an affected employee, it must give a written notice to the Union for each affected employee. If the Union desires to negotiate the notice period beyond 60 or 120 days, it will notify the Employer in writing in accordance with Article 6 of this Agreement. A list of affected employees will be provided to the Union.

Section 4. Employer Responsibilities: During a RIF, the Employer will afford an adversely affected employee prior consideration for existing vacancies currently under recruitment when he/she meets the qualifications for the vacancy. The Employer will avoid filling vacant positions from outside sources until prior consideration has been extended to adversely affected employees who qualify for the vacancies. To provide effective placement of employees displaced by a RIF, the Employer agrees to:

- a. counsel employees regarding their rights under a RIF;
- b. inform supervisors that they may waive qualification standards and requirements, except for minimum education requirements, when it is determined that an employee affected by RIF has the capacity, adaptability, and special skills needed to satisfactorily perform the duties and responsibilities of a vacant position;
- c. inform supervisors that they may restructure positions to enable adversely affected employees to receive placement consideration;
- d. consider employees scheduled for separation for temporary positions currently under recruitment; and
- e. contact other federal agencies, at an adversely affected employee's request, to solicit placement assistance.

Section 5. Extended Employment for Retirement and/or Health Benefits: Department of Defense components will continue to carry a civilian employee in an annual leave status, beyond the scheduled separation date, to the extent such leave is available in the employee's annual leave account, if in so doing, the employee will attain first eligibility for retirement annuity and/or Federal Employee Health Benefits Program annuitant coverage.

Section 6. Employee Placement Assistance: An employee who receives a specific notice of separation under this part must be given information concerning the right to reemployment

consideration under applicable placement programs. The employee must be given information concerning how to apply for unemployment insurance through the state of Florida program.

ARTICLE 26 OUTPLACEMENT ASSISTANCE

Section 1. Policy:

a. The primary aim of Outplacement Assistance Programs is to assist in finding a position in the federal sector for each affected employee commensurate with the employee's qualifications, eligibility and availability. The Employer agrees to register eligible employees in the Department of Defense (DOD) Automated Selection and Referral System (ASARS) and provide employees information on the Reemployment Priority List (RPL) and the Office of Personnel Management's Interagency Career Transition Assistance Program (ICTAP) defined in 5 USC 330. Employees issued specific Reduction In Force (RIF) notices shall be provided a copy of the DOD "Reduction in Force Information Pamphlet" which fully explains the eligibility and procedures for registering in placement assistance programs. Employees must meet the eligibility requirements for registration in the outplacement programs in accordance with appropriate regulations. Employees who may qualify for more than one skill may elect which of the skills, in addition to their current skills, they desire to be used for outplacement assistance. Employees' registration in the various placement programs will remain in effect in accordance with appropriate regulations.

b. Although not a formal part of the Navy's Outplacement Program, the Employer will establish a process by which to contact outside organizations, as the need arises, for purposes of ascertaining the availability of compatible positions.

Section 2. Personnel Files: The Union and the Employer jointly encourage employees to maintain their Official Personnel Folder (OPF) current at all times; this is particularly important during periods of RIF. The Employer will provide a documented procedure that allows employees to review, and provide documentation reflecting past experience, training, and education, to their OPF.

Section 3. Outplacement Assistance Program Status: The Employer will provide status regarding employee placement as part of the RIF meetings discussed in Article 25, Section 1.

ARTICLE 27 OVERTIME/COMPENSATORY TIME

Section 1. General: Overtime work shall be paid at the appropriate rate in accordance with current pay regulations. Overtime rates shall include any shift differential or additional pay to which the employee is entitled. In the event an employee does not desire to work overtime, the Employer will consider excusing the employee from overtime work provided another qualified employee is available and willing. It is understood that no employee may refuse to work overtime. A supervisor shall not direct any employee to work without compensation.

Section 2. Overtime: It is understood that where overtime is required to complete projects, or to meet required deadlines, the employee(s) assigned to those projects will be given the first opportunity for the overtime assignment. The Employer may, however, direct any employee to work overtime whom the Employer deems has the necessary technical competence to complete mission requirements.

Section 3. Overtime Records: The Employer agrees to maintain accurate records of all overtime work and to make such records available to the Union when requested.

Section 4. Minimum Compensation: Employees called into work outside of their basic workweek shall be paid or compensated a minimum of two hours.

Section 5. Rate of Compensation: Graded employees covered by Fair Labor Standards Act whose basic rate of pay is at GS-10, Step 10 or below, shall have the right to elect or reject compensatory time off in lieu of overtime for irregular or occasional overtime work. Employees whose basic rate of pay is above GS-10 Step 10 shall be advised whether they will receive overtime pay or compensatory time at the same time they are notified of the work requirement. Paid overtime shall be earned and paid in 1/10th hour (e.g. six (6) minute) increments while compensatory time shall be accrued and may be used in 1/10th hour increments.

Section 6. Compensatory Time: Grandfathered compensatory time accounts were established for employees who have unused compensatory time earned prior to 8 June 1997. Compensatory time earned on or after 8 June 1997, which is not used within 26 pay periods, will be paid at the overtime rate in effect at the time it was earned. Employees with compensatory time balances due to be paid will normally be notified five (5) pay periods in advance of the payment. The grandfathered compensatory time account will be charged only when an employee has insufficient current compensatory time to cover the compensatory time off requested. If annual leave would otherwise be forfeited, annual leave will be granted before compensatory time off. Supervisors will monitor compensatory time balances and absent extraordinary circumstances, normally employees will not accumulate compensatory time of more than 80 hours at any given time.

Section 7. Right to Compensation: Employees shall not be required to perform any work or duty before or after their scheduled work hours without compensation.

Section 8. Night Shift Differential: General schedule (GS) employees are compensated at the rate of ten percent (10%) additional pay of their basic hourly rate for work performed on a regular schedule between the hours of 6 p.m. and 6 a.m. Wage grade (WG) employees (WG) who perform work, with the majority of the hours between 3 p.m. and midnight of his/her scheduled shift, will be compensated at an additional seven and one-half percent (7.5%) of their basic hourly rate for the entire shift. If the majority of the hours of a WG employee's scheduled shift are between 11 p.m. and 8 a.m., he/she will be compensated at an additional ten percent (10%) of their basic hourly rate for the entire shift.

ARTICLE 28
OCCUPATIONAL SAFETY AND HEALTH

Section 1. General: The Employer shall continue its Occupational Safety and Health (OSH) program in accordance with the Occupational Safety and Health Act (OSHA) of 1970, Executive Order 12196 and Chapter XVII of Title 29, Department of Labor Rules and Regulations, and other applicable documents. The Employer and the Union will meet jointly, as necessary, to discuss hazards which are likely to cause death or serious physical harm to employees and to discuss safe and healthful places and conditions of employment.

Section 2. Safety Committees: The Union will be invited to become a member of the OSH Committee.

Section 3. Safety and Health Inspections: The Employer will provide the Union with the Annual OSH Inspection schedule, and any changes, which are to be conducted within the unit. The Union has the right to accompany the inspector(s). However, when the inspection is controlled by an outside activity that requires that it proceed immediately, the inspection may proceed, with the Union representative joining the team as soon as possible. Copies of the final inspection reports will be furnished to the Union or portions that are not protected from disclosure.

Section 4. Health and Safety Policies:

a. OSHA: The Employer will provide a place of employment which is free from recognized hazards that are causing or are likely to cause physical harm, in consonance with standards promulgated under OSHA. In consonance with Chapter XVII, Title 29, Department of Labor Rules and Regulations, the Employer shall keep posted notices to the employees of the protection and obligations provided for in OSHA.

b. Notices: The Employer shall post notices provided by the Department of Labor advising the employees of the protection provided by OSHA.

c. Work Conditions:

(1) The Employer and the Union will encourage employees to participate in the prompt identification and reporting of unsafe or unhealthy working conditions. Oral or written reports to workplace supervisors are encouraged for the purpose of identifying harmful conditions identified in Section 4.a above.

(2) If the Employer, Union or any employee has reason to believe there is a condition identified in Section 4.a above, (e.g. lighting, ventilation and unsafe work space conditions) they will contact the Safety Officer. The Safety Officer will cause evaluation of the condition, initiation of tests, as appropriate, and issuance of a final determination which preserves the physical, safety and medical well being of the employees. The Employer

shall initiate any action required to correct the situation when necessary. The Union, an employee or a group of employees, who believe that an unsafe condition still exists, has the right to file a grievance.

(3) Thermal and cold stress shall be as defined by the American Conference on Government Industrial Hygienist Threshold Limit Value indices. Indoor operating conditions will meet the criteria as defined by the American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc. The Employer's facilities will comply with the Navy Facilities Command's guidelines and criteria for energy conservation in buildings in establishing the nominal operating temperature and humidity. Concerns of working space temperatures shall be reported to the Employer who will determine the appropriate means of relieving the stress condition, when found to exist.

(4) The spraying of insecticides in the work spaces will be conducted in accordance with the provisions of the Employer's commercial contract for pest control and, to the extent allowed under those provisions, will not normally be conducted during the Employer's regular work schedule. If requested, the Employer shall provide the Union a list of all chemical insecticides that are sprayed within any building occupied by bargaining unit employees.

(5) Employees who work at Video Display Terminals (VDTs) will be allowed to accomplish alternative work for at least 15 minutes after every two (2) hours of continuous VDT use.

Section 5. On The Job Injury or Illness:

a. Injuries: Employees will report to their supervisors all injuries or occupational illnesses that occur on the job, no matter how slight. This should occur immediately, but in any case within 30 days, after the accident or injury occurs or occupational illness is discovered.

b. Fitness For Duty: The Employer will require "fitness for duty" examinations in only those circumstances allowed under law, rule or regulation and such examinations will be in compliance with those laws, rules and regulations.

c. Light Duty Status: To the extent possible, employees who are temporarily unable to perform their regular assigned duties because of illness or injury, but who are capable of returning to or remaining in a light duty status, may be detailed to work assignments compatible with their physical condition and their qualifications.

Section 6. Medical Surveillance Program: Since it is of benefit to the Employer to have employees in top physical and mental condition, a Medical Surveillance Program shall be established by the Employer. As a minimum, the Program shall provide the following services at no cost to the employee on excused absence:

a. immunizations against occupational diseases which may be a significant cause of lost man-hours of work (except for those required by regulation or law, immunizations will be on a voluntary basis);

b. periodic examinations required by applicable regulations for those employees who have been exposed to potentially dangerous or unhealthy working conditions;

c. emergency medical treatment for employees who are injured or become ill on the job; and

d. transportation for employees who become ill or are injured on the job, subject to the following:

(1) normally transportation will not be provided if it is reasonably evident that the employee's illness or injury is not serious and suitable private or public transportation is available;

(2) ambulance service shall be utilized should the circumstances warrant (no injured or sick employee shall remain unattended while being transferred to a hospital); and

(3) at the employee's request, he/she may be transferred to his/her home or medical facility of his/her choice.

Section 7. Occupational Health and Safety Training:

a. Awareness: The Employer will ensure that all employees are informed of safe working habits and practices appropriate to their jobs. Additionally, supervisors shall instruct employees in safe working habits, practices and procedures with regard to specific job assignments and shall ensure that manuals and regulations relating to safety and health are available to all employees.

b. Formal Training: The Employer will provide OSH training to employees and the safety committee as required in appropriate Navy regulations and standards.

ARTICLE 29 SMOKING POLICY

Section 1. Smoking Policy: Smoking is prohibited in all official government vehicles, the de Florez building, including all stairways, and in the Annex. Smoking is also prohibited at all entrance/exit(s) to the de Florez and Annex buildings, the covered walkway connecting the de Florez building and the Annex and the alcoves between these buildings.

Section 2. Designated Smoking Areas: The authorized smoking areas will include a designated section on the patio at the rear of the de Florez building and at the North and South ends of the de

Florez building. The rear patio of the de Florez building will be equally divided into a smoking area and a non-smoking area.

Section 3. Smoking Cessation Program: The parties agree to assist those employees who are interested in breaking the smoking habit by making cessation programs available to employees. These programs will be similar to the Cancer Society, the American Lung Association and the American Heart Association programs designed to assist smokers in their effort to stop smoking. Employees, if otherwise in a duty status, will be granted a reasonable amount of official time to participate in Employer sponsored smoking cessation programs offered during duty hours. Employee participation in assistance or cessation programs is strictly voluntary.

ARTICLE 30 FLEXIPLACE

Section 1. Purpose: The Union and management recognize circumstances where it is mutually beneficial for employees to perform work at sites other than the main office. Employees and their supervisors may make flexiplace arrangements for the purposes of promoting the efficiency of the government and fostering a family-friendly workplace. While flexiplace is not intended to be a substitute for family care, it may enhance the quality of family life through savings in commuting time. Flexiplace is a management option, not an employee right, and is voluntary for both the employee and supervisor.

Section 2. Policy: Any employee may explore, with their supervisor, whether or not a flexiplace arrangement is appropriate for their individual work situation if the work to be performed at an alternate site does not require “face to face” contact with co-workers or customers. Jobs that require an employee to perform hands-on service for others, such as mail room service, supply delivery, printing, etc., are not adaptable to a flexiplace arrangement. Both parties agree that any employee who meets the above criteria and the requirements of Section 3 of this Article is eligible for consideration to participate in flexiplace. Employees will coordinate with the employees’ project team leaders concerning potential impacts to programs.

Section 3. Eligibility: When employees wish to participate in the flexiplace program, they will apply to their respective supervisor who will evaluate requests by considering aspects such as:

- a. whether the employee’s work can be performed at an alternate work site;
- b. employee performance is fully successful;
- c. employee is not under any leave restrictions; and
- d. technology and communication requirements exist or can be acquired.

Section 4. Work Schedule: The employee and supervisor will agree on a flexiplace work schedule. The intention is that the flexiplace schedule should not be rigid and inflexible. However, completely unstructured work schedules in which the employee simply works at their own discretion is not allowed.

Section 5. Alternate Workplace: The alternate workplace must comply with good work practices and reasonable safety standards. The flexiplace office must be a defined work location providing reasonable privacy and be free from distractions. The employee is responsible to provide such an environment. An inspection of the alternate work site by the Employer will not normally be conducted.

Section 6. Leave, Overtime, Time and Attendance: The employee agrees to follow established procedures for requesting and obtaining approval for leave and overtime. The employee will record time and attendance for hours worked at the alternate work site as if the work was performed in the main office. Employees on flexiplace may choose from the existing work schedules described in Article 20 of this Agreement.

Section 7. Federal Employee's Compensation Act: Flexiplace employees are covered under the Federal Employee's Compensation Act if injured in the course of performing official duties at the alternate workplace. Any accident or injury occurring during approved work hours at the alternate work site must be brought to the immediate attention of the supervisor.

Section 8. Communication: The employee is responsible for maintaining open communications and information on the status of work with their supervisor and team members. The employee will be available via telephone during agreed upon work hours. Employees must notify their supervisor, or other delegated person, if they leave their alternate work site location during the workday like they would when leaving the main office.

Section 9. Liability: The Employer is not liable for damages to an employee's personal or real property during the course of performance of official duties, or while using government equipment at the alternate work site, except to the extent the Employer is held liable by Federal Tort Claims Act or the Military Personnel and Civilian Employees Claim Act.

Section 10. Alternate Workplace Expenses: The government will not be responsible for any operating costs, such as: maintenance, insurance or utilities, associated with the alternate work site.

Section 11. Supplies: Office supplies will be provided by the Employer and should be obtained during the main office work period. Out of pocket expenses will not be reimbursed.

Section 12. Security: No classified documents or data (hard copy or electronic) will be used or stored at the alternate work site. The employee must use normal main office procedures to protect procurement sensitive information utilized at the alternate work site.

Section 13. Performance Appraisal: The evaluation of an employee's job performance will be based upon the current position description (PD) and established performance appraisal critical elements. Participation, or non-participation, in the flexiplace program will not be a consideration in the performance appraisal process.

Section 14. Denial of Participation: Denial of participation in the flexiplace program that cannot be resolved between the supervisor and employee may be submitted to the appropriate deciding official. The deciding official will meet with the supervisor, employee and his/her Union representative normally within 5 working days to discuss the issue. The deciding official will make a written determination to all parties normally within three (3) working days after the meeting. The decision of the deciding official is final.

Section 15. Temporary Return to Main Office: Employees participating in flexiplace must be accessible and available to return to the main office for work related reasons. A requirement to return to the main office is not a termination of the flexiplace arrangement.

Section 16. Main Office Closing: On a day when an employee is scheduled to work at the alternate work site and the main office is closed for all or part of the day, the employee is not required to perform work at the alternate work site.

Section 17. Termination of Flexiplace Arrangements: Supervisors may terminate individual flexiplace arrangements for reasons such as:

- a. the arrangement no longer supports the mission;
- b. performance standards are not being met or conduct is unacceptable;
- c. satisfactory production and quality of work are not being maintained; or
- d. reassignment caused a change of work.

Termination of participation in the flexiplace program, in itself, will not have an adverse effect on the employee's performance appraisal critical elements. Employees may voluntarily terminate participation in flexiplace arrangements at any time.

ARTICLE 31 PARKING

Section 1. Policy: The Employer will provide and maintain parking facilities.

a. All parking will be open, on a space-available basis, except for the existing parking spaces reserved for official government vehicles, visitors, handicapped employees who are entitled to a state of Florida handicapped parking certification, executive, motorcycles, and tenant command parking.

b. Those employees, who have a temporary impairment, which necessitates restricted walking as certified by a doctor, will be provided a reserved handicap space while the temporary impairment exists.

c. Parking spaces will be clearly marked, e.g., visitor, motorcycle, etc.

Section 2. Policy Changes: The Employer agrees to negotiate, as appropriate, with the Union prior to making any changes in parking policy.

ARTICLE 32 USE OF FACILITIES AND SERVICES

Section 1. Facilities:

a. The Union will retain existing office spaces located in Rooms 1137 and 1138. These assigned rooms are for the exclusive use of the Union to conduct representational and Union business, and conduct discussions in a confidential manner. If mission requirements dictate relocation of the assigned office space, office space of compatible size and utilities will be negotiated with the Union. The Union will be provided at least 30 days advance notice, whenever possible, and written reasons for the required relocation.

b. The Employer will provide a telephone with access to local telephone service, DSN access, and long distance access to meet representational responsibilities. The Union will reimburse all long distance calls for internal Union business. All long distance calls for representational matters will be reimbursed by the Union for the amount exceeding twenty dollars (\$20.00) per month. The Employer agrees to publish the Union telephone number(s) in the electronic phone directory.

c. The Union recognizes the Employer's right to internal security measures and agrees to maintain the office spaces and to abide by all security and safety regulations. The Union recognizes that office spaces are subject to periodic safety and fire inspections conducted by the Employer. The Employer recognizes the Union's right to privacy with regards to Union business and representational duties, and will not normally enter Union offices without a Union representative present.

Section 2. Mail Service: Internal mail service may be used by the Union. The Employer shall provide a mailbox for internal and external Union correspondence. The Union is authorized to use government FAX machines for the process of providing representational services.

Section 3. Hard Bulletin Boards: The Employer agrees to retain the four (4) existing Union bulletin boards. Union bulletin boards will not be exchanged for a smaller size board nor will they be moved without negotiating with the Union. The Employer will provide signs like those used for other bulletin boards with the words “AFGE Local 2113”. Management shall provide the same access to, and general maintenance of, the Union bulletin boards as provided to other official bulletin boards. The Union bulletin boards will be maintained by the Union with the same degree of decorum as other bulletin boards within the building.

Section 4. Agreement Copies: The Employer agrees to make the Agreement available on the LAN. The Employer shall make distribution of two hundred (200) copies of the Agreement to the Union, at no cost to the Union. Existing employees shall be provided instruction and or procedures for locating the LAN copy of this Agreement. New employees shall be provided instruction and/or procedures for locating the LAN copy of this Agreement during "entrance on duty" processing conducted by the Employer. Amendments or supplements to this Agreement will be posted and maintained by the Employer on the Labor Relations Electronic Bulletin Board.

Section 5. Conference Rooms: The Employer shall allow the Union to schedule and make use of conference and training rooms, when available, at lunch, and during and after duty hours as appropriate. Scheduling of conference rooms will be in accordance with NAWCTSD policies.

Section 6. Photocopying Services: The Employer shall allow the Union to use the photocopying equipment when required for representational matters. The limit on number of copies per item and number of pages per item will be in accordance with NAWCTSD policies. Exceptions will be provided to the Labor Relations Officer.

Section 7. Reference Services: Upon request, the Union shall be allowed to use and have access to Employer maintained reference materials.

Section 8. Use of LAN and Email: The Union will have access to all software available on the LAN to include Internet and Netscape capabilities. The Union will follow the same rules as apply to all employees regarding use of the Internet. The Union account will be routinely scanned in the same way that all other LAN accounts are scanned.

- a. The Union may use the Email system for representational duties.
- b. Use of Email for internal Union business, such as membership drive information, is prohibited.

**ARTICLE 33
NEW EMPLOYEE ORIENTATION**

Section 1. Procedure:

- a. The Employer will establish and maintain a new employee orientation program.
- b. The Union is authorized to provide employees with an orientation package. The Union is totally responsible for its content and will ensure that no internal Union business is included. The Union shall be provided at least 15 minutes to address the employees as part of the new employee orientation program. Not more than two (2) Union representatives will be on official time when making their presentation.

**ARTICLE 34
EMPLOYEE SURVEYS**

Section 1. Agreement: Prior to conducting Employer surveys that may affect conditions of employment, the Employer will inform the Union and furnish the Union a copy of the survey and indicate the reasons for the survey.

Section 2. Participation: Employee participation in answering opinion surveys, initiated by the Employer, will be voluntary and will be completed during the normal duty hours of the employee.

**ARTICLE 35
UNION DUES**

Section 1. Dues Withholding: The Employer shall process requests for withholding of Union dues from the pay of employees in both bargaining units. The Employer agrees to provide dues withholding service without charge to the Union, or members, and to continue this service so long as the Union holds exclusive recognition.

- a. The Union agrees to procure SF-1187's "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues", and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay.

- b. A Union officer will certify, on each SF-1187, that the employee has been accepted as a member in the Union, insert the amount to be withheld and submit completed SF-1187s to the HRO of the Employer.

c. The HRO will verify the employee's bargaining unit status, sign the form and forward the SF-1187 to the servicing civilian payroll office. Forms for employees determined to be ineligible will be returned to the Union with reasons given for the ineligible determination.

d. The Employer will process the SF-1187 to ensure the dues allotment will take effect within two (2) pay periods following receipt of the SF-1187 in HRO. The allotment will remain in effect for a minimum of one year.

e. The Union will notify the HRO, in writing, when a member of the Union is expelled or suspended from membership.

f. The Employer agrees to instruct the payroll office to prepare a biweekly remittance check at the close of each pay period for which deductions are made. The Employer will instruct the payroll office to forward the check to the name and address identified by the Union. The check will be for the total amount of dues withheld for that pay period.

g. The Employer will instruct the payroll office to send a listing of the members and amounts withheld to the Union. The list shall include the total monetary amount of all such allotment deductions made for the members of the Union together with the total number of such allotment deductions

h. The Union will notify the appropriate HRO official, in writing, of any change in the name and address to whom the biweekly check should be mailed.

Section 2. Dues Structure Changes: The Treasurer of the Union shall notify the HRO, in writing, when the Union dues structure changes. The notice must be received in the HRO two (2) pay periods prior to the beginning of the pay period in which the new allotment will become effective.

Section 3. Termination of Dues Withholding: An allotment for deduction of an employee's Union dues may be terminated by the employee through submission of an SF-1188 to the appropriate HRO official.

a. A termination of allotment by an SF-1188 shall be effective the first pay period following the anniversary date, provided the cancellation is received by the appropriate official of the Employer two (2) pay periods prior to the employee's first anniversary date or each subsequent anniversary date thereafter.

b. A termination of allotment for employees removed from the bargaining unit either through promotion, accepting other employment, resignation, retirement or expulsion from membership will become effective within two (2) pay periods after the employee submits an SF-1188.

c. The Employer agrees to maintain a supply of the prescribed form SF-1188 for revoking an allotment and to make this form available to employees upon request.

d. When the Employer receives a properly executed SF-1188 a copy shall be sent to the Union.

Section 4. Notification: The Union shall inform Union membership concerning the program for allotment of dues and the uses and availability of SF-1187 and SF-1188.

ARTICLE 36 EMPLOYEE ASSISTANCE PROGRAM

Section 1. General: The Employer will administer the Civilian Employee Assistance Program (CEAP) in accordance with applicable laws and regulation. The Program shall provide all employees in the bargaining unit who desire to participate, with referral counseling as a possible means of alleviating medical/behavioral problems that could interfere with an employee's job performance or the performance of his/her fellow employees. These problems include, but are not limited to, alcoholism and drug abuse. The Employer and the Union shall discuss and negotiate, as appropriate, any proposed changes or recommendations relative to the Program.

Section 2. Policy:

- a. Employee participation in the program shall be voluntary.
- b. If the Employer reasonably suspects that the employee has a medical/behavioral problem that interferes with the performance of work, the Employer should inform the employee of the CEAP.
- c. If an employee voluntarily acknowledges having a drug/alcohol abuse problem, the Employer will recommend and refer the employee to the CEAP Coordinator.
- d. When an employee has a problem of anxiety or mental stress that is affecting fellow employees and work assignments, the employee may immediately request assistance from the CEAP Coordinator.
- e. Sick leave, or other appropriate leave, will be granted for treatment or counseling sessions and for rehabilitation in accordance with applicable regulations and Article 22 of this Agreement.
- f. Upon request by the employee, the Employer will furnish information on the appropriate source for referral to treatment facilities in the local area.
- g. Nothing in this Article will abrogate the employee's right to seek assistance from a Union representative during any phase of this process.
- h. No official of the Employer or the Union shall enter into dialogue with an employee in those specific areas that are reserved for the CEAP program counselor and his/her assistants. This will not

preclude the Employer or the Union from discussing with an employee work related issues that are perceived to be related to an employee problem for which the employee may have sought CEAP aid.

i. Participation in the CEAP shall not jeopardize an employee's job security or his/her opportunity for promotion as limited by applicable law or regulation.

Section 3. Confidentiality: The confidentiality of all records of employees enrolled in the CEAP will be maintained. Neither coordinators, counselors, nor any management official shall reveal the name of a person seeking assistance without the employee's written consent. Management will ensure that its personnel who have knowledge of confidential CEAP information are fully informed as to the appropriate statutes and regulations they must comply with to protect the privacy of individuals in the Program.

Section 4. Publicity: The Employer will post its written policy on CEAP, news about the program, and assurances of confidentiality for participants on the electronic bulletin boards. The Union will also support the CEAP by providing appropriate information to bargaining unit employees.

ARTICLE 37 USE OF TELECOMMUNICATION SYSTEMS

Section 1. Use of Resources: Federal Government owned and leased communication systems and equipment, including government-owned or leased telephones, facsimile machines, computer systems, Internet access systems, and electronic mail are for conducting official business and other authorized purposes considered necessary in the interest of the Government.

a. **Telephones and Facsimile Machines:** In addition to official government business, employees are authorized use of the government telephone system and facsimile machines to make personal calls considered to be necessary in the interest of the Government including calls outside the local commuting area provided the calls:

- (1) do not incur a cost for the government,
- (2) do not adversely affect the performance of official duties,
- (3) are of reasonable duration and frequency,
- (4) could not reasonably have been made at another time,
- (5) are made to a toll-free number (e.g., 800), or
- (6) are charged to the employee (or other non-Government phone number).

b. Internet and Electronic Mail: In addition to official government business, authorized purposes for Internet and electronic mail may include personal communications from the employee's usual workplace that are most reasonably made while at the workplace (e.g., brief Internet searches or e-mail to family). The following applies to employee authorized use of the Internet and electronic mail:

(1) access and use of Internet resources for professional development purposes, such as, reading magazine articles or other research for professional development related reasons;

(2) access and use of E-mail and other Internet resources in support of work related participation in non-Federal and not-for-profit professional organizations (e.g., contracting, psychology, engineering, management, or logistical associations); and

(3) access and use of Internet resources for infrequent and short purposes considered in the best interest of the Government. Employees are encouraged to use lunch periods or after duty hours for these purposes.

c. Authorized Use of the Internet: Employees' authorized use of the government-owned computer system and the internet must:

(1) not adversely effect the performance of official duties,

(2) not put Federal communication systems to uses that would adversely reflect on the Federal government;

(3) serve a legitimate public interest (such as keeping employees at their desks);

(4) not overburden the communication system ;

(5) not create additional cost to the DOD or the DON; and

(6) be conducted with the understanding that in accordance with applicable laws and regulations, the system will be monitored.

d. Unauthorized Use of the Internet: Any Internet use that would reflect poorly on the DOD or DON, such as, playing computer games, sending chain letters, personally owned business advertising, harassing E-mail, surfing the Internet for inappropriate material, violations of statute or regulation, inappropriate handling of classified information, or other uses that are incompatible with public service is never authorized under any circumstances. Employees found to be using the computer system and/or Internet for inappropriate purposes are subject to potential disciplinary action.

e. Electronic Correspondence Responsibilities: Correspondence by electronic mail is a direct communication between sender and receiver(s) with a reasonable expectation of confidentiality. Non-

routine searches of an employee's E-mail or Internet usage shall only be made upon the order of the Commanding Officer or his designee. The following applies to the use of electronic mail:

(1) Employees will exercise the same restraint and caution in drafting messages that they would normally use when writing a formal memorandum, and assume that their messages may be saved and may be seen by someone other than the original addressee.

(2) Employees should be sensitive to using the appropriate etiquette for electronic mail transmissions; that is, they should be aware that electronic mail messages which are viewed as inappropriate can generate harassment claims or other problems.

(3) Employees who have incidental access to electronic mail by virtue of their job responsibilities, e.g., system administrators, will not view others' electronic mail for their own personal interest. When such viewing is unavoidable, e.g., due to job responsibilities, the content of such electronic mail will be treated with reasonable confidentiality with the exception of inappropriate and unauthorized use of the Internet. Inappropriate disclosure of such information will subject employees to potential disciplinary action.

ARTICLE 38 WORKSPACE AND CONFERENCE FACILITIES

Section 1. Policy: The Employer and Union share a desire to have a safe, usable and aesthetically pleasing workspace. The Employer also has a legitimate interest in maintaining the security of its property and in assuring that its employees do not bring illegal, controlled, or dangerous substances on the property. The NAWCTSD facility is U.S. Government (Navy) property, and as such, employees have a limited legitimate expectation of privacy in their personal property or workspace.

Section 2. Cubicle Space: Employees will be assigned cubicle space fairly and equitably and according to the following standards:

a. All workstations/cubicles will normally be in accordance with standard configurations. Deviations to the standard cubicle size of plus or minus six (6) inches will be allowed due to building irregularities. No individual employee shall change any workstation configuration from this standard. Standard workstation/cubicle sizes include:

(1) Size A is designed for supervisors and senior level employees.

(2) Size B is designed for one professional or administrative employee.

(3) Size BB is designed for occupancy of two (2) professional or two (2) administrative employees.

(4) Size E is designed for one (1) secretarial or clerical employee.

(5) Size F is designed for clerical, administrative, and/or junior employees only when other configurations are not feasible due to layout and building geometry.

b. Standard cubicle sizes will be used for all new cubicles, including those to be constructed in laboratory spaces. Systems furniture used in laboratories to support projects are not required to be standard configurations.

c. Office fixtures, equipment, cabling, and all services will be provided concurrently when employees are moved to a new workspace.

Section 3. Conference Room Facilities: The Employer and the Union recognize the importance of maintaining adequate conference and training room facilities.

a. The Union will have a representative on the Facilities Management Board and will abide by the policies and procedures prescribed for the Board.

b. The Employer will maintain a list of available conference facilities on the LAN.

Section 4. Privacy Rights in Work Spaces: The Employer reserves the right to search all property on the premises in accordance with internal security procedures.

a. To minimize the risk of intruding on employees' privacy rights, employees are notified by signs posted at the entrance to the NAWCTSD facility that entering consents to searches. The Employer will notify employees annually of the possibility of searches.

b. In searches of property assigned to employees, e.g., desks or cabinets, an employee has a limited legitimate expectation of privacy that would require special consideration in an Employer search.

c. An employee who brings closed luggage to the office prior to leaving on a trip, or a handbag or briefcase each workday does so with the understanding that the employee's expectation of privacy in the contents of the luggage is limited by the Employer's security rights.

ARTICLE 39
AMENDMENTS AND SUPPLEMENTS

Section 1. Provisions for Amendments and Supplements: This Agreement or attachment(s) may be amended and/or supplemented by the Employer and the Union in accordance with this Agreement, but not sooner than six (6) months after the effective date of this Agreement.

Section 2. Effective Date of Amendment(s) and Attachment(s): Amendment(s), supplemental agreement(s), and attachment(s), shall become effective on the date of approval by the Secretary of the Defense, or his designee. Time limits for disapproval, as stated in Article 40 will apply. They shall remain effective concurrent with the basic Agreement.

Section 3. Changes in the Law: Amendment(s) may be required because of changes made in applicable existing or new laws or executive orders after the effective date of this agreement. In such event, the parties will meet for the purpose of negotiating language that will meet the requirements of such laws or executive orders. Such amendment(s) as agreed to will be duly executed by all parties and become effective on a date or dates agreed to as required by law or executive order.

Section 4. Requests for Amendments or Supplements: This Agreement shall be opened for amendment(s) upon mutual agreement of the parties. This Agreement shall be opened for supplement(s) upon request of either party. Requests for such amendment(s) or supplement(s) must be in writing and must include a summary of the language proposed for negotiations. The parties shall meet within 15 days after receipt to negotiate the matter(s).

ARTICLE 40
EFFECTIVE DATE AND DURATION OF AGREEMENT

Section 1. Effective Date and Duration: The effective date of this Agreement shall be the date approved by the Secretary of the Defense or his/her designee. If the Agreement is not disapproved within a 30-day period after execution by the parties, the Agreement will automatically go into effect. It shall remain in effect for three (3) years until October 22, 2001. This Agreement shall be renewed for an additional three (3) year period on each third anniversary date thereafter unless, between 90 and 60 days prior to any such date, either party gives a written notice to the other of its desire to renegotiate the Agreement. If such notice is given, this Agreement shall remain in full force and effect until the proposed changes have been negotiated and approved.

BY THE SIGNATURE OF THEIR REPRESENTATIVES, THE EMPLOYEES AND THE UNION HAS EXECUTED THIS AGREEMENT ON THIS 17th DAY OF SEPTEMBER, 1998.

FOR THE EMPLOYER:

/s/ J. Hixson

J. HIXSON, U.S. NAVY
COMMANDING OFFICER
NAVAL AIR WARFARE CENTER
TRAINING SYSTEMS DIVISION
ORLANDO, FLORIDA

/s/ Janice Ryan

JANICE RYAN
MANAGEMENT CHIEF NEGOTIATOR

/s/ Shelton Granade

SHELTON GRANADE
MANAGEMENT NEGOTIATOR

FOR THE UNION:

/s/ Lorraine Tulianno

LORRAINE TULIANNO
PRESIDENT, LOCAL 2113
AMERICAN FEDERATION OF
FEDERAL EMPLOYEES AND
UNION CHIEF NEGOTIATOR

/s/ Alan Lunin

ALAN LUNIN
UNION NEGOTIATOR

/s/ Mary Kate Mannheim

MARY-KATE MANNHEIM
LABOR RELATIONS SPECIALIST

Approved by Department of Defense on Oct 22 1998 to be effective Oct 22 1998.