

# 2001 NEGOTIATED AGREEMENT

## SOUTHEAST DoN / AFGE

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### TABLE OF CONTENTS

**ARTICLES** (click on the specific Article to advance to that topic)

#### PREAMBLE

#### 1. PARTIES TO THE AGREEMENT

#### 2. ADMINISTRATION OF THE AGREEMENT

#### 3. LABOR-MANAGEMENT RELATIONS

#### 4. LABOR-MANAGEMENT PARTNERSHIPS

#### 5. LABOR-MANAGEMENT TRAINING

#### 6. SAFETY AND HEALTH

#### 7. EMPLOYEE RIGHTS AND RESPONSIBILITIES

#### 8. EMPLOYER RIGHTS AND RESPONSIBILITIES

#### 9. UNION RIGHTS AND RESPONSIBILITIES

#### 10. UNION REPRESENTATION/OFFICIAL TIME

#### 11. OFFICIAL FACILITIES

#### 12. WITHHOLDING OF DUES

#### 13. HOURS OF WORK

#### 14. OVERTIME

#### 15. ENVIRONMENTAL AND HAZARDOUS DIFFERENTIAL

#### 16. LEAVE

#### ANNUAL LEAVE

#### SICK LEAVE

#### LEAVE WITHOUT PAY

#### ADMINISTRATIVE LEAVE

#### OTHER PAID LEAVE

#### COURT LEAVE

#### MILITARY AND LAW ENFORCEMENT LEAVE

#### LEAVE DONOR PROGRAM

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

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

17. RETIREMENT

18. AREA WAGE SURVEY

19. POSITION CLASSIFICATION

20. MERIT PROMOTION PROGRAM

21. TEMPORARY PROMOTIONS, DETAILS AND REASSIGNMENTS

22. EMPLOYEE PERFORMANCE APPRAISAL

23. EMPLOYEE SERVICES

24. EQUAL EMPLOYMENT OPPORTUNITY

25. REORGANIZATION/REALIGNMENT

26. TRANSFER OF FUNCTION/TRANSFER OF WORK

27. CONTRACTING OUT

28. REDUCTION-IN-FORCE

29. DISCIPLINARY/ADVERSE ACTIONS

30. INVESTIGATIONS

31. ALTERNATIVE DISPUTE RESOLUTION

32. NEGOTIATED GRIEVANCE PROCEEDURE

33. ARBITRATION

34. UNFAIR LABOR PRACTICE

35. COPIES OF THE AGREEMENT

36. CHANGES AND DURATION

37. SUPPLEMENTAL AGREEMENTS

APPENDIX 1

GRIEVANCE FORM

GLOSSARY OF TERMS

## **PREAMBLE**

I. Pursuant to policy set forth in Title VII, Public Law 95-454 Civil Service Reform Act of 1978, Federal Service Labor-Management Relations, Chapter 71, Title 5, United States Code (hereinafter referred to as the STATUTE), and subject to all applicable statutes, Executive Orders and relative regulations and directives issued by the Office of Personnel Management, Department of Defense and Department of the Navy, the following Articles constitute an agreement made by and between:

1. Naval Station, Mayport, Florida;
2. Resources Management Department, Commander Navy Region, Southeast; Jacksonville, Florida;
3. Naval Air Station, Jacksonville, Florida;
4. Navy Drug Screening Laboratory, Jacksonville, Florida;
5. Naval Hospital, Jacksonville, Florida;
6. Fleet and Industrial Supply Center, Jacksonville, Florida;

7. Navy Public Works Center, Jacksonville, Florida;
8. NAVSEA Jacksonville, SUPSHIP Supervisor of Shipbuilding, Conversion and Repair, USN, Jacksonville, Florida;
9. Naval Air Station, Key West, Florida;
10. Naval Submarine Base, Kings Bay, Georgia;
11. TRIDENT Training Facility, Kings Bay, Georgia;
12. Naval Ambulatory Care Center, Medical Clinic, Kings Bay, Georgia  
(Naval Hospital, Jacksonville);
13. Naval Weapons Station Charleston, South Carolina;
14. Atlantic Ordnance Command, Detachment Charleston;  
Charleston, South Carolina;
15. Public Works Center, Jacksonville; Charleston Zone,  
Charleston, South Carolina;
16. Public Works Department, Naval Station Roosevelt Roads,  
Puerto Rico; and
17. Naval Construction Battalion Center; Gulfport, Mississippi.

II. The PARTIES recognize that experience in both private and public employment indicates that:

1. The statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them;
  - a. safeguards the public interest,
  - b. contributes to the effective conduct of public business,
  - c. facilitates and encourages the amicable settlement of disputes between employees and their employers involving conditions of employment; and
2. the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the EMPLOYERS.

III. Therefore, the PARTIES recognize that labor organizations and collective bargaining within civil service are in the public interest. The PARTIES agree that the STATUTE:

1. Prescribes certain rights and obligations of employees to the Federal Government;
2. establishes procedures designed to meet the special requirements and needs of the Government; and
3. provides that its provisions should be interpreted in a manner consistent with the requirements of an effective and efficient Government.

IV. The PARTIES also agree to advocate partnership between the EMPLOYERS and the UNION in order to:

1. Produce high quality service and products;
2. provide employees with continuous skill learning and educational opportunities;
3. recognize all employees as valuable assets who deserve a quality workplace;
4. foster the spirit of teamwork within the workplace to accomplish our goals;

5. provide joint alternative dispute resolution training to the parties;
6. insure open communication, mutual respect, and trust among all employees;
7. remove barriers to enhanced productivity, flexible work processes, improved working conditions, and continuous quality improvements; and
8. utilize interest-based bargaining techniques to resolve workplace issues.

V. The PARTIES agree to support partnership by incorporating pre-decisional involvement, positive attitudes, mutual respect, information sharing, joint training, cooperation, shared responsibility, timeliness, receptiveness, openness, and trust.

VI. The PARTIES agree to bargain collectively in good faith. They shall pursue solutions that promote increased quality and productivity, customer service, mission accomplishment, efficiency, quality of work life, employee empowerment, organizational performance as well as military readiness within the Department of the Navy while considering the legitimate interests of the PARTIES.

VII. It is the intent of the PARTIES to only negotiate Articles that reflect shared common interests that are mutually inclusive to all signed signature units and commands. Supplemental agreements/Memorandums of Agreement/Memorandums of Understanding (MOA's/MOU's) or local procedures may be negotiated by any of the autonomous members defined in Article 1, Parties to the Agreement. Supplemental agreements/MOA's and MOU's or local procedures shall cover those matters which are unique and appropriate to each command and its affiliated union partner. (see [Article 37](#)).

VIII. In recognition of the respective rights, needs and obligations of the PARTIES, the UNION and EMPLOYERS agree to the following articles:

## **ARTICLE 1 PARTIES TO THE AGREEMENT**

**SECTION 1.** PARTIES to this agreement are as follows:

- a. AFGE Local 696 and Naval Air Station, Jacksonville, Florida to include all graded appropriated fund employees of the Naval Air Station, Jacksonville, Florida and excluding all professional employees, management officials, employees engaged in federal personnel work in other than a purely clerical capacity, and supervisors as defined in Executive Order 11491, as amended.
- b. AFGE Local 696 and Navy Drug Screening Laboratory, Jacksonville, Florida to include all non-professional employees of the Navy Drug Screening Laboratory, Naval Air Station, Jacksonville, Florida and excluding all professional employees, management officials, supervisors, and employees described in 5 USC 7112 (b) (2), (3), (4), (6) and (7).
- c. AFGE Local 696 and Naval Hospital, Jacksonville, Florida to include; (a) all non-supervisory licensed practical nurses, general schedule and wage grade employees (excluding laboratory technicians and anesthetists) of Naval Hospital, Naval Air Station, Jacksonville, Florida; and, (b) all clinical registered nurses of Naval Hospital, Naval Air Station, Jacksonville, Florida excluding all management officials, supervisors, and employees described in 5 USC 7112 (b) (2), (3), (4), (6), and (7).
- d. AFGE Local 2010 and Naval Station, Mayport, Florida to include all professional and non-professional employees of the Naval Station, Mayport, Florida, including former employees of the Naval Air Station, Mayport, Florida and excluding supervisors, management officials, and employees described in 5 USC 7112 (b) (2), (3), (4), (6), and (7).
- e. AFGE and Commander, Navy Region Southeast, Jacksonville, Florida to include all non-professional employees of the Commander, Navy Region Southeast, Regional Resources and Management Department, Jacksonville, FL, Department of the Navy and excluded are all professional employees, supervisors, management officials and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).
- f. AFGE Local 2010 and Fleet and Industrial Supply Center, Jacksonville, Florida to include all graded (GS) and ungraded (WG) employees of the Fleet and Industrial Supply Center, Jacksonville, Florida and excluding all professional employees, management officials, supervisors, and employees described in 5 USC 7112 (b) (2), (3), (4), (6) and (7).
- g. AFGE Local 2010 and Navy Public Works Center, Jacksonville, Florida to include all professional and non-professional

graded and nongraded employees of the Navy Public Works Center, Jacksonville, Florida and excluding all management officials, supervisors, and employees described in 5 USC 7112 (b) (2), (3), (4), (6) and (7).

h. AFGE Local 2453 and Supervisor of Shipbuilding, Conversion and Repair, USN, Jacksonville, Florida to include all graded and ungraded employees, including those employed in resident inspection offices, of the Office of Supervisor of Shipbuilding, Conversion and Repair, USN, Jacksonville, Florida and excluding management officials, supervisors, professional employees, and employees engaged in personnel work other than a purely clerical nature, and confidential employees.

i. AFGE Local 1566 and Naval Air Station, Key West, Florida, to include all eligible employees and excluding managerial officials, supervisors, professional employees, and employees engaged in personnel work in other than a purely clerical capacity.

j. AFGE Local 1845, Naval Submarine Base, and Naval Medical Clinic, Kings Bay, Georgia, including all non-supervisory, non-professional General Schedule and Wage Grade employees. Excluded are all professional employees, temporary employees, management officials, supervisors, Co-op Students, Stay in School Students, CCEP/FJFP Students, and employees described in 5 U.S.C. Section 7112(b) (2), (3), (4), (6) and (7).

k. AFGE Local 1845 and TRIDENT Training Facility, Kings Bay, Georgia, including all General Schedule and Wage Grade nonprofessional employees. Excluded are all professional employees, supervisors, management officials and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

l. AFGE Local 531, Public Works Department, Naval Station Roosevelt Roads, Puerto Rico to include all professional and nonprofessional, graded and ungraded employees, excluding supervisors, management officials, and employees described in 5 USC 7112(b) (2), (3), (4), (6) and (7).

m. AFGE Local 2298, and Naval Weapon Station Charleston to include all nonprofessional employees of the Naval Weapon Station Charleston Goose Creek, SC, and to exclude graded and ungraded employees of the Naval Weapons Station Charleston, excluding the following: all professional employees, management officials, supervisors, temporary employees on appointments of less than six months, and employees engaged in personnel work, other than purely clerical, professional employees, employees who act in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations and temporary employees who have served less than six months of continuous service as described in 5 USC 7112(b) (2), (3), (4), (6) and (7).

n. AFGE Local 2053, and Naval Construction Battalion Center Gulfport, MS including all employees including temporary employees, of the Naval Construction Battalion Center, Gulfport, Mississippi, excluding all employees of tenant activities, professional employees, management officials, supervisors, and employees described in 5 USC 7112(b) (2), (3), (4), (6) and (7).

o. AFGE Local 2298 and Atlantic Ordnance Command, Detachment Charleston, Goose Creek, South Carolina, and including all non-professional employees and excluding all professional employees, management officials, supervisors, temporary employees on appointments of less than six months, and employees as described in 5 USC 7112(b) (2), (3), (4), (6) and (7).

p. AFGE Local 2298 and Navy Public Works Center Jacksonville, Charleston Zone, Goose Creek, South Carolina, including all GS, WG, WL and WD non-professional employees excluding all professional employees, management officials, supervisors, temporary employees on appointment of less than six months, and employees as described in 5 USC 7112(b) (2), (3), (4), (6) and (7).

**SECTION 2.** The PARTIES agree that any AFGE local or other bargaining unit, together with its affiliated command, may be added to and covered by this AGREEMENT at any time during the life of this AGREEMENT.

## **ARTICLE 2 ADMINISTRATION OF THE AGREEMENT**

**SECTION 1.** In the administration of all matters covered by this AGREEMENT, the PARTIES are subject to all applicable existing or future laws, statutes, regulations and executive orders of appropriate authorities of the federal government. This section of the AGREEMENT shall also apply to all supplemental, implementing, subsidiary or informal agreements by and between the PARTIES.

**SECTION 2.** The terms and conditions of this AGREEMENT shall supersede any personnel policy, practice, Memorandums of Agreement/Understanding, or instruction within the authority and discretion of the PARTIES, which are in effect on the effective date of this AGREEMENT, to the extent they conflict with the terms and conditions of this AGREEMENT (See [Article 37](#)).

**SECTION 3.** The PARTIES will not make any changes to this AGREEMENT except as provided by [Article 36](#), Changes and

Duration. Supplemental agreements MOA's/MOU's or local procedures may be negotiated in accordance with [Article 37](#), Supplemental Agreements.

## **ARTICLE 3 LABOR-MANAGEMENT RELATIONS**

**SECTION 1.** It is agreed by the PARTIES that the policy regarding labor-management relations is:

- a. To conduct the relationship in a climate of cooperation, understanding, and Partnership.
- b. For the PARTIES at all levels to demonstrate affirmative willingness in working toward the continued improvement of personnel policies, practices, and matters affecting working conditions, and the resolution of problems at the lowest organizational level possible.
- c. To safeguard and respect the right, of UNIT employees to form, join and assist, without fear of penalty, any lawful Union. Lawful union refers to a labor organization which does not participate in a strike against the Government of the United States or any agency thereof; impose a duty or obligation to conduct, assist, or participate in such a strike; or advocate the overthrow of the constitutional form of the Government of the United States.

**SECTION 2.** The PARTIES agree to meet as the need arises to discuss personnel policies and practices, problems which are recurring in nature, and any matters affecting the general working conditions of EMPLOYEES in the bargaining UNIT. Such meetings may be requested by either PARTY. Should either PARTY request a meeting with the other, it is agreed that they shall meet promptly and in the spirit of complete Partnership.

**SECTION 3.** The PARTIES to the discussion have rights and obligations under the Federal Service Labor Management Relations Statute (FSLMRS) to present their views and to objectively consider the views of the other PARTY.

**SECTION 4.** The PARTIES recognize that they have a common interest and obligation to bargain collectively in good faith, pursue solutions that promote increased quality and productivity, customer service, mission accomplishment, efficiency, quality of work life, EMPLOYEE empowerment, organizational performance, and military readiness, while considering the legitimate interests of both PARTIES. The normal forum for these negotiations will be through joint Labor/Management collaborative efforts, such as Partnership Councils, Local Labor/Management Forums, Local Labor/ Management Councils, etc.

**SECTION 5.** The normal point of contact between the PARTIES for the purpose of discussing questions that may arise concerning the general administration or interpretation of this AGREEMENT, or regulations, or other matters involving the overall relations between the PARTIES shall be, for the UNION, the duly elected President or their designated representative; for the EMPLOYER, the Commanding Officer or their designated representative.

**SECTION 6.** PARTIES agree to maintain open, two-way communications on issues that impact employees or the organization as soon as possible. Official notification between the PARTIES will be jointly established through local procedures.

## **ARTICLE 4 LABOR-MANAGEMENT PARTNERSHIPS**

**SECTION 1. PURPOSE.** The purpose of Labor-Management Partnerships is to develop a united team with a common purpose and vision, creating an organization that works better and costs less.

**SECTION 2. GOAL.** The goal is to involve EMPLOYEES' Union Representatives as full partners with Management Representatives to identify problems; and, together, craft solutions to better serve customers and accomplish the mission. Technical Representatives may be called upon for advice.

**SECTION 3.** The forum identified in Article 3, Section 4, will serve as the arena for policy and decision-making and is empowered to address and negotiate any issue impacting the working conditions, in accordance with the Federal Service Labor-Management Relations Statute (FSLMRS). The above language is not intended to abridge any right of the PARTIES under law, rule, or regulation. The PARTIES agree to request assistance from Federal Mediation and Conciliation Service (FMCS) or other mediation service to resolve any impasse issue. Through mutual discussions the forum will develop a vision statement and plan of action for the above forum. The forum's plans may include, but are not limited to:

- a. Size of the forum and number of forums required;
- b. structure of the forum and ground rules;
- c. membership with equal representation of the PARTIES;

- d. frequency of meetings;
- e. open sharing of information to/from the forum;
- f. decision-making by consensus;
- g. joint training;
- h. types of issues that the forum will address.

## **ARTICLE 5 LABOR-MANAGEMENT TRAINING**

**SECTION 1.** The PARTIES jointly agree that it is in their best interests to receive training concerning applicable laws, regulations, new developments pertaining to Labor-Management relations, and Partnerships to include Alternative Dispute Resolution processes.

**SECTION 2.** The PARTIES shall determine the specific training programs and procedures for providing training.

**SECTION 3.** Managers, Supervisors and EMPLOYEES of the bargaining UNIT shall be provided training regarding this AGREEMENT.

## **ARTICLE 6 SAFETY AND HEALTH**

**SECTION 1.** The PARTIES are committed to having a workplace environment that is safe, healthy and productive. The PARTIES agree to cooperate in this effort by encouraging EMPLOYEES to work in a safe manner and report all observed unsafe or unhealthy working conditions.

a. All employees have a right to work in an environment free of harassment, intimidation, threats, or bullying of any kind. All employees are expected to adhere to a standard of conduct that is respectful and courteous to others. Each employee is responsible for reporting immediately to the supervisor any threats or acts of violence.

b. Intimidation, threats, harassment, assaults, or acts of violence by anyone at any level, will not be tolerated. Management will take swift and appropriate actions when any incident occurs.

**SECTION 2.** The EMPLOYER will provide the necessary protective clothing, equipment and safety devices for all EMPLOYEES in accordance with applicable standards/laws/directives.

**SECTION 3.** The EMPLOYER agrees to notify the UNION within a reasonable period of time, of any lost time, on-the-job accident wherein a UNIT employee is injured. The PARTIES at each individual Command will develop a method by which this information is passed.

**SECTION 4.** An EMPLOYEE who has sustained an on-the-job injury will be required to perform duties only to the extent and limits prescribed by the attending physician in consultation with the Medical Officer of the EMPLOYER if that consultation is deemed necessary by the EMPLOYER.

**SECTION 5.** When the Medical Officer of the EMPLOYER determines that an EMPLOYEE is physically unfit for duty after reporting for work, the EMPLOYER will make arrangement for government transportation, if medically necessary or medically requested, to a medical facility or to the EMPLOYEE'S home.

**SECTION 6.** Information concerning the location and applicable regulations and procedures of the Office of Federal Workers' Compensation Programs, Department of Labor, will be provided by the EMPLOYER.

**SECTION 7.** The EMPLOYER agrees to make every reasonable effort to obtain prompt emergency medical service and first aid for EMPLOYEES who become injured or seriously ill on the job.

**SECTION 8.** An EMPLOYEE who suffers an on-the-job injury will report such an injury immediately to their supervisor and receive medical attention. If the EMPLOYEE is disabled because of a traumatic injury, the employee may use continuation of pay not to exceed 45 days or sick or annual leave, for the period of disability consistent with applicable law and regulation. If the EMPLOYEE elects to use sick or annual leave, a SF-71 will be completed for such action.

**SECTION 9.** The PARTIES recognize their mutual obligation to help prevent, discourage and expose Workers Compensation fraud/abuse by notifying the appropriate authorities.

**SECTION 10.** The EMPLOYER will provide physical examinations for EMPLOYEES whose position requires annual physicals



or other examinations required by law.

**SECTION 11.** The PARTIES agree that employees will comply with requirements of Occupational Health and Industrial Hygiene Programs.

**SECTION 12.** The PARTIES fully support the Drug Free Workplace Program. Executive Order 12564 established the basic requirements for a Federal Drug Free Workplace. The provisions for meeting the Executive Order 12564 requirements are contained in agency instructions.

**SECTION 13.** The PARTIES agree that they share an interest in promoting employee health and wellness.

## **ARTICLE 7 EMPLOYEE RIGHTS AND RESPONSIBILITIES**

**SECTION 1.** Each UNIT EMPLOYEE has the right to join or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each EMPLOYEE is protected in the exercise of that right. When duly elected and/or appointed, UNIT EMPLOYEE representatives have the right to present the views of the UNION to the EMPLOYER and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities.

**SECTION 2.** Nothing in this AGREEMENT shall require a UNIT employee to become or remain a member of the UNION, or pay money to the UNION except through direct payment or a voluntary written authorization for the payment of UNION dues through payroll deductions as set forth in [Article 12](#), Withholding of Dues.

**SECTION 3.** Each UNIT employee has the right to:

- a. Bring matters of personal concern to the attention of appropriate management officials in accordance with applicable rules, regulations, and established policies;
- b. self representation with the presence of a UNION Official or UNION representation under [Article 32](#), Negotiated Grievance Procedure;
- c. be represented by an attorney or other representative in any appeal process except the Negotiated Grievance Procedure.

**SECTION 4.** Each EMPLOYEE has the right to be informed annually by the EMPLOYER of their rights to UNION representation (WEINGARTEN).

**SECTION 5.** The PARTIES shall jointly inform the EMPLOYEES of their rights as set forth in [Article 30](#), Investigations.

**SECTION 6.** Consistent with the STATUTE, a supervisor, management official or confidential EMPLOYEE may not act as a representative of a labor organization if the participation or activity would result in a conflict of interest or would otherwise be incompatible with law or with the official duties of the EMPLOYEE.

## **ARTICLE 8 EMPLOYER RIGHTS AND RESPONSIBILITIES**

**SECTION 1.** In accordance with 5 USC 7106(a), nothing in this AGREEMENT shall affect the authority of the EMPLOYER to determine the mission, budget, organization, number of employees, and internal security practices of the EMPLOYER to:

- a. Hire, assign, direct, layoff, and retain employees of the EMPLOYER, or suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
- b. assign work, make determinations with respect to contracting out, and determine the personnel by which the EMPLOYER'S operations shall be conducted;
- c. fill positions and to make selections for appointment from;
  - (1) among properly ranked and certified candidates for promotion; or
  - (2) any other appropriate source as specified by law or regulations; and
- d. take whatever actions necessary to carry out the EMPLOYER'S mission during emergencies.

**SECTION 2.** Nothing in this AGREEMENT shall preclude any agency and any labor organization from negotiating at the



election of the agency on:

- a. 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 EMPLOYER will observe in exercising any authority under this Article; or
- c. appropriate arrangements for EMPLOYEES adversely affected by the exercise of any authority under this Article by such management officials.

### **SECTION 3**

- a. Upon notification of changes by higher authority in DOD/DON personnel policies, practices, procedures, and conditions of employment, the respective forums will take those issues for action.
- b. Throughout this AGREEMENT where matters are referred to the respective forums, such referral automatically satisfies the EMPLOYERS obligation to consult the UNION.
- c. All other issues not covered in this AGREEMENT, will be referred to the respective forums.

**SECTION 4.** The EMPLOYER shall annually inform the EMPLOYEES of their rights to representation (WEINGARTEN). (See [Article 7](#))

**SECTION 5.** The PARTIES shall jointly inform the EMPLOYEES of their rights as set forth in [Article 30](#), Investigations.

## **ARTICLE 9 UNION RIGHTS AND RESPONSIBILITIES**

**SECTION 1.** The UNION is the exclusive representative of the EMPLOYEES in the UNIT and is entitled to act for, and negotiate bargaining agreements covering all EMPLOYEES within the UNIT. The UNION is responsible for representing the interests of all UNIT EMPLOYEES without discrimination and without regard to labor organization membership.

**SECTION 2.** In addition to the provisions of [Article 32](#), Negotiated Grievance Procedure, the UNION shall be given the opportunity to be represented at:

a. Any formal discussion (meeting). This occurs when one or more representatives of the EMPLOYER and one or more EMPLOYEES and/or their representatives meet and the subject of the discussion covers issues concerning grievances, general personnel policy and practices, or general conditions of employment;

(1) personnel policies and practices are the written and unwritten rules, e.g. past practices, that apply directly to EMPLOYEES in the performance of their duties;

(2) conditions of employment include the personnel policies and practices that apply to UNIT EMPLOYEES as well as their actual working conditions;

b. any examination of a UNIT EMPLOYEE by a representative of the EMPLOYER in connection with an investigation if;

(1) the EMPLOYEE believes the examination may result in disciplinary action against the EMPLOYEE; and

(2) the EMPLOYEE requests such representation.

**SECTION 3.** The UNION is the exclusive representative in administrative investigations of UNIT EMPLOYEES. The UNION has a right to be present in a criminal investigation of a UNIT EMPLOYEE.

**SECTION 4.** It is the right of the UNION to have the EMPLOYER annually inform the EMPLOYEES of their rights set forth in Section 2b(1) & (2) above, commonly referred to as the "Weingarten Ruling."

**SECTION 5.** The PARTIES shall jointly inform the EMPLOYEES of their rights set forth in [Article 30](#), Investigations.

**SECTION 6.** The UNION, through appropriate forums, shall have the exclusive right to meet and negotiate in good faith with the EMPLOYER.

**SECTION 7.** The UNION will be provided the opportunity to greet new EMPLOYEES during their orientation and make them aware of their rights under this AGREEMENT.

## **ARTICLE 10 UNION REPRESENTATION/OFFICIAL TIME**

### **SECTION 1. UNION REPRESENTATION**

a. Meetings between the PARTIES involved in Command Partnership shall be on official time. Topics to be discussed shall be decided between the PARTIES. This shall not be construed to discourage or prevent other formal or informal discussions between the PARTIES in the interest of maintaining a harmonious working environment.

b. The EMPLOYER agrees to recognize local UNION Officials of the respective UNITS, AFGE Officials, Stewards and other representatives designated by the UNION. The UNION agrees to furnish the EMPLOYER a list of officers to include the UNIT Vice President (VP), Stewards and their areas of representation. The UNION agrees to notify the EMPLOYER of any changes.

c. Each Steward shall represent EMPLOYEES within their assigned area. In the absence of a Steward or if circumstances warrant, the UNIT Vice President or Local President shall appoint a representative. The UNION shall attempt to select such a representative from within the UNIT; however, the UNION has the undisputed right to select any representative it so desires.

### **SECTION 2. OFFICIAL TIME**

a. All UNION representatives shall be granted reasonable time which is necessary to carry out their responsibilities within their UNITS under this AGREEMENT, laws, rules and regulations. This also applies to time necessary for preparation of required reports and correspondence to Federal Agencies such as the U.S. Department of Labor and Internal Revenue Service.

b. ARBITRATION. During the arbitration process which includes; invoking arbitration, selecting arbitrators, pre-hearing preparation and conference, hearing participation, or preparation of post hearing brief, designated UNION officials shall be on official time.

c. TRAINING

(1) Jointly sponsored training in the areas of labor/management relations shall be provided on official time.

(2) UNION Sponsored Training. Use of official time for training of Stewards, Officers and other representatives relating to matters of mutual concern to the PARTIES is appropriate. The amount of official time for such training shall be decided between the Commanding Officer and UNIT Vice President or President. In accordance with Joint Travel Regulations (JTR) C-6250, and if such training requires travel, and is not funded by the EMPLOYER, no-cost orders shall be issued.

### **SECTION 3. PROCEDURES**

a. UNION representatives shall notify their immediate supervisor of the need for official time prior to leaving the work area to carry out representational duties. If work requirements are such that the representative cannot be excused at that time or for the amount of time requested, the supervisor shall arrange a mutually acceptable time for the representative to be excused. PARTIES at individual command level shall develop local procedures for the use of official time.

b. Discussions between a UNION representative and the EMPLOYEE shall normally be conducted at the EMPLOYEE'S work site provided the environment is conducive to reasonable privacy to conduct business. The EMPLOYEE shall make prior arrangements with their supervisor regarding meeting time and location. If representation requires travel outside a 50-mile radius, the Commanding Officer or his designated representative, and the Unit Vice President or President shall discuss travel arrangements and mutually agree which party shall incur travel costs. Regardless which party funds travel, travel orders will be issued.

c. Should the business take longer than anticipated, the representative shall contact their supervisor as soon as possible to advise them of this and to request additional time away from the job. Upon returning to work from conducting representational duties, the representative shall advise their supervisor.

**SECTION 4.** Notes made during a representational meeting shall be shared and agreed upon by the PARTIES and constitutes a memorandum of record.

**SECTION 5.** Any AFGE representative designated by the UNION shall be allowed to visit the activity, subject to applicable security regulations. Such visits shall be arranged with appropriate management officials for the purpose of meeting with officials of the EMPLOYER and/or the UNION and assisting local UNION Officers and Stewards at any step of labor-management processes. The EMPLOYER shall provide an adequate meeting place upon request.

**SECTION 6.** An EMPLOYEE who is elected or appointed to a district or national office position within AFGE may be granted Leave Without Pay (LWOP) in accordance with applicable regulations.

**SECTION 7.** The EMPLOYER recognizes that casual contact occurs between UNION representatives and EMPLOYEES during the normal course of work. Such reasonable contact is acceptable.

## **ARTICLE 11 OFFICIAL FACILITIES**

**SECTION 1.** The PARTIES agree the UNION should be provided facilities in which to conduct business. Memorandums of Understanding (MOU's) for use of facilities shall be negotiated between the UNION and the respective facility-controlling custodians. It is mutually agreed that current agreements pertaining to existing facilities shall remain in full force and effect until the MOU's are negotiated.

**SECTION 2.** The PARTIES agree that use of command technology, e.g., websites, may be explored at the Labor/Management Forum.

## **ARTICLE 12 WITHHOLDING OF DUES**

**SECTION 1.** The EMPLOYERS agree to deduct UNION dues from the pay of all EMPLOYEES who voluntarily authorize such deduction and who are eligible EMPLOYEES within the bargaining UNITS covered by this AGREEMENT.

**SECTION 2.** UNION dues shall be deducted from an EMPLOYEE'S pay each pay period when the following conditions have been met:

- a. The EMPLOYEE has voluntarily authorized the dues deduction by completing and signing the Standard Form (SF) 1187.
- b. The EMPLOYEE'S net earnings, after legal and other required deductions, are sufficient to cover the amount of the allotment in each pay period. The EMPLOYEE is responsible for payment of dues to the UNION when net earnings, after legal and other required deductions, are not sufficient to cover the amount of the allotment in the pay period.
- c. The UNION has consulted with the servicing HRD to confirm eligibility of the EMPLOYEE.
- d. The UNION has completed and signed their section of the allotment authorization form. Local Union Officials authorized to sign the form are: the President, the Executive Vice-President, the Unit Vice-President or the Secretary/Treasurer.
- e. The UNION will be responsible for processing the SF-1187. As a tool to aid in the processing, the EMPLOYER, through the servicing HRD, will provide a listing of bargaining UNIT EMPLOYEES on a quarterly basis.

**SECTION 3.** The UNION agrees to purchase and provide the prescribed allotment form to eligible members desiring to authorize a payroll deduction for dues. The UNION shall inform and educate members concerning the dues allotment and use of the SF-1187.

**SECTION 4.** The payroll allotment shall be terminated when any of the following situations occur:

- a. Loss of exclusive recognition by the UNION for the UNIT in which the EMPLOYEE is assigned.
- b. Separation of the UNIT EMPLOYEE for any reason, or when the EMPLOYEE transfers to a position not served by the same payroll office.
- c. Movement of the EMPLOYEE by official personnel action (except details of 120 days or less) outside the UNIT in which the UNION has exclusive recognition.
- d. Receipt by the payroll office of notice that the EMPLOYEE has been expelled or has ceased to be a member in good standing of the UNION.
- e. The EMPLOYEE terminates the allotment for deduction of Union dues. The UNION shall inform and educate members concerning the termination process and use of the SF-1188. The EMPLOYER will provide the SF-1188 at the request of the EMPLOYEE. Upon completion, the EMPLOYEE will submit the SF-1188 to the EMPLOYER. The EMPLOYER will forward the SF-1188 to the servicing payroll office and provide a copy to the UNION. Termination shall not become effective until the first full bi-weekly pay period following the anniversary date of the SF-1187, and subsequent anniversary date.

**SECTION 5.** The amount of the union dues to be deducted each pay period shall remain as originally certified to on the allotment authorization form until the UNION certifies a change in the amount and notifies the servicing payroll office.

**SECTION 6.** Each pay period, the servicing payroll office shall provide a listing to the UNION which will identify by name and employee number the amount of the allotment deduction for each EMPLOYEE. In the event the servicing payroll office does not provide a listing, the UNION will notify the EMPLOYER who, through the servicing HRD, will contact the payroll office for resolution.

**SECTION 7.** A check shall be drawn on the Treasury of the United States and made payable to the applicable AFGE Local in an amount equal to the grand total of all such monetary deductions as noted on the payroll listing mentioned in Section 6 of this Article.

**SECTION 8.** When the EMPLOYER believes a position subject to dues withholding is no longer eligible for such a deduction, the UNION must be notified. When a dispute arises concerning the bargaining unit status of the EMPLOYEE on dues withholding, no action will be taken on the unit status, and the allotment shall continue until the matter is resolved by the Federal Labor Relations Authority (FLRA).

## **ARTICLE 13 HOURS OF WORK**

**SECTION 1.** The basic administrative workweek for UNIT EMPLOYEES is the calendar week of Sunday through Saturday. The EMPLOYER will make every effort to give adequate notice to EMPLOYEES of required changes in work schedules. Alternate work schedules, compressed workweeks and what constitutes adequate notice may be negotiated at individual Command Forums Local Labor/Management Forums.

## **ARTICLE 14 OVERTIME**

**SECTION 1.** Overtime is work or duty, which is required and authorized by the EMPLOYER, performed by a full time EMPLOYEE, in excess of an eight hour workday, or in excess of a 40 hour administrative workweek. For EMPLOYEES on a compressed or alternate work schedule, hours authorized and worked in excess of the compressed or alternate schedule shall be overtime or compensatory hours and shall be governed by applicable regulations, and the respective work schedule. Overtime is paid at the appropriate overtime rates or is compensatory time off, consistent with current pay regulations and applicable law. This overtime definition does not apply to those EMPLOYEES who receive an annual percentage premium pay differential for overtime work.

**SECTION 2.** The EMPLOYER shall notify EMPLOYEES of overtime assignments when the EMPLOYER becomes aware of the need. Overtime is not voluntary in nature. The EMPLOYER may, upon request of the EMPLOYEE, relieve the EMPLOYEE from an overtime assignment, provided another qualified EMPLOYEE of equal or lower grade is available and willing to work overtime.

**SECTION 3.** The EMPLOYER shall make every reasonable effort to distribute overtime equitably among the EMPLOYEES. Overtime records for the preceding six months shall be made available to the UNION upon request. If an EMPLOYEE is on duty and available for overtime, the EMPLOYEE'S use of paid leave during the same pay period shall not be a basis for denying overtime. This does not prevent EMPLOYEES from being called in from leave to work unscheduled overtime. Refer to [Article 16, Leave, Section 1](#), of this AGREEMENT, regarding cancellation of annual leave.

**SECTION 4.** An EMPLOYEE called back to work at a time outside of and unconnected with their scheduled hours of work within their basic workweek to perform unscheduled overtime shall receive at least two hours call back overtime pay, including any night differential and/or additional pay to which they are entitled, consistent with applicable pay regulations and statutes even if their services cannot be utilized when they report to work.

**SECTION 5.** The EMPLOYEE may request compensatory time off for irregular or occasional overtime under the circumstances specified in applicable regulations.

**SECTION 6.** Individual command-specific overtime requirements may be addressed by the local Labor/Management Forums.

## **ARTICLE 15 ENVIRONMENTAL AND HAZARDOUS DIFFERENTIAL**

**SECTION 1.** Environmental and hazardous differential shall be payable consistent with guidelines found in 5 CFR 532 and 550 when EMPLOYEES are performing duties which expose them to the hazards identified in the 5 CFR chapters above.

# ARTICLE 16 LEAVE

## SECTION 1. ANNUAL LEAVE

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

b. **REQUESTING ANNUAL LEAVE.** All requests for annual leave must be submitted on a SF-71, "Application for Leave" form. Supervisors are responsible for prompt approval/disapproval of leave requests. Every reasonable attempt will be made to satisfy the desire of the EMPLOYEE with respect to approval of annual leave for birthdays, religious holidays, funerals, etc. The PARTIES agree that there are unique work and shift schedules for EMPLOYEES such as firefighters, childcare workers, healthcare personnel, police officers, and other shift workers. The PARTIES agree that procedures for scheduling leave for these unique EMPLOYEES may be negotiated in their Labor/Management Forums using Interest Based Bargaining (IBB).

(1) Except in cases of emergency, requests for annual leave must be approved prior to the EMPLOYEE going on leave. An EMPLOYEE who has leave accrued will be granted annual leave, provided the EMPLOYER has been given reasonable advance notice by the EMPLOYEE in order for the EMPLOYER to make a decision based upon workload considerations. For purposes of this AGREEMENT the term "workload considerations" takes into account the following factors; manpower and skill availability, and workload requirements.

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

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

c. **UNSCHEDULED ANNUAL LEAVE FOR EMERGENCY PURPOSES.** EMPLOYEES are expected to request annual leave for emergency purposes by contacting their work site prior to the start of their scheduled work shift. The establishment of specific "not later than" call-in timeframes for notification are referred to the individual Labor/Management Forums. Normally, unscheduled annual leave will be granted on a case-by-case basis. Extenuating circumstances will be considered by the supervisor in the event notice is not received within the specified call-in time for the individual command. If the EMPLOYEE is prevented from personally contacting the work site, notification of the absence may be made by another responsible person; however, in all instances the EMPLOYEE is responsible for assuring that notification is made. Notification to the designated work site must include the EMPLOYEE'S name, the nature of the emergency, and the estimated duration of the absence. Notification does not, in itself, assure that leave will be approved. If the EMPLOYEE speaks directly to the approving authority, the EMPLOYEE should assume leave is approved for the amount of time requested unless specifically disapproved at that time. If the EMPLOYEE anticipates absence beyond the initial estimated period, the additional absence will be reported as soon as possible to the work site, indicating the anticipated length of the absence. The EMPLOYEE will submit a SF-71 to the supervisor upon return to work.

### d. SCHEDULING EXTENDED ANNUAL LEAVE

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

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

e. **DISAPPROVAL OF ANNUAL LEAVE.** If annual leave is disapproved, the specific reasons for the disapproval will be written on the SF-71 and the form will be returned to the EMPLOYEE. Failure of an EMPLOYEE to comply with the procedures of this section may or may not result in the leave request being disapproved.

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

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

- (1) The amount of leave advanced may not exceed that which will be earned during the remainder of the leave year.
- (2) There is a reasonable expectation that the EMPLOYEE will return to duty for a period of time sufficient to repay the advance.

h. USE OR LOSE LEAVE. It is the EMPLOYEE'S responsibility to request scheduling of use or lose leave. The PARTIES agree that development of a schedule for EMPLOYEES to use excess (use or lose) leave at least six months prior to the end of the leave year is in their mutual interests. However, failure to request the scheduling of use or lose annual leave, at least six months prior to the end of the leave year, will not be the basis for disapproving restoration of any excess annual leave.

i. RESTORATION OF USE OR LOSE LEAVE. Per 5 CFR 630.308, requests for use or lose leave submitted after three pay periods before the end of the leave year that are denied, may not be restored.

j. CONFIDENTIALITY. Cumulative lists that show the accrual and use of annual leave of bargaining UNIT EMPLOYEES by name shall not be circulated among other bargaining UNIT EMPLOYEES nor posted on bulletin boards.

k. SCHEDULED SHUTDOWNS. For purposes of scheduling annual leave, the EMPLOYER will post, no later than 15 February, all known periods of shutdown for the calendar year. It is understood that subsequent shutdown periods will be identified as soon as possible through the Command Labor/Management Forums.

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

## **SECTION 2. SICK LEAVE**

### **a. PURPOSE**

- (1) The PARTIES recognize the value of sick leave and agree to encourage EMPLOYEES in sick leave conservation so it will be available when needed.
- (2) The PARTIES further agree that sick leave documentation and information will be strictly handled in a confidential and discreet manner. The PARTIES also agree to communicate as appropriate, with mutual trust and respect, during the sick leave period.

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

- (1) Absence required by illness or injury;
- (2) Medical appointments, including travel time;
- (3) Pregnancy and associated confinement;
- (4) To give care and attendance to family members who are ill with a contagious disease and, when through exposure to the contagious disease, the presence of the EMPLOYEE at work would jeopardize the health of others, ([see Section 11](#));
- (5) As provided in the Federal Employee Family Friendly Leave Act ([FEFFLA](#));
- (6) As provided in the [FMLA](#).

When sickness occurs within a period of annual leave the EMPLOYER may grant sick leave for the period of sickness.



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

d. EVIDENCE IN SUPPORT OF SICK LEAVE.

(1) The EMPLOYER shall grant sick leave when supported by administratively acceptable evidence, and the EMPLOYEE has adequate sick leave available to cover the absence. As used in this section, the term Administratively Acceptable Evidence is defined as that evidence a REASONABLE person would accept as sufficient to cover the period of absence. Sick leave procedures for EMPLOYEES with other than an 80 hour biweekly work schedule may be negotiated by the Labor/Management Forums.

(2) UNIT EMPLOYEES shall not normally be required by the EMPLOYER to furnish medical certification to justify a request for approval of sick leave for three consecutive work days or less except for the following conditions:

(a) The EMPLOYEE is currently under a Letter of Requirement to do so or;

(b) the EMPLOYEE'S explanation of the reasons for the absence are not administratively acceptable to the EMPLOYER or,

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

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

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

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

SICK LEAVE NOTIFICATION. Except for pre-approved sick leave, EMPLOYEES are expected to contact their work site prior to the start of their scheduled work shift. The establishment of the specific "not later than" call-in timeframes for notification are referred to the individual Command Labor/Management Forums. Extenuating circumstances will be considered by the supervisor in the event notice is not received within the designated call-in period. Notification does not, in itself, assure that leave will be approved. The EMPLOYER will inform UNIT EMPLOYEES of the procedures for notification.

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

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

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

(3) All earned sick leave to the EMPLOYEE'S credit is exhausted before the date the advanced leave is to begin.

g. OTHER SICK LEAVE PROVISIONS

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

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



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

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### **SECTION 3. LEAVE WITHOUT PAY**

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

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

c. The EMPLOYER recognizes the obligation to return a UNIT EMPLOYEE to duty at the expiration of a period of approved LWOP to a position and rate of pay to which the EMPLOYEE is entitled by applicable regulations.

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

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### **SECTION 4. ADMINISTRATIVE LEAVE**

#### **a. GENERAL**

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

(2) The PARTIES agree that within the parameters set forth in paragraphs 4(b) through 4(f) of this section, the establishment of administrative leave procedures and the administration of this article are matters for negotiation by the Local Labor/Management Forums.

#### **b. VOTING AND REGISTRATION**

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

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

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

(1) The EMPLOYER will determine when inclement weather or any other emergency conditions are such as to warrant announcements of special reporting instructions or excused absences, in accordance with procedures established by each command.

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

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

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

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

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

d. BLOOD DONATION. The PARTIES agree that blood donation is in the best interest of the community and should be encouraged. Given the diversity with which the PARTIES address this civic responsibility, specific procedures shall be left to the individual Local Labor/Management Forums.

e. BONE MARROW OR ORGAN DONATION. Blood testing for the purpose of being placed on a Bone Marrow Donor Registry or as a potential organ donor is encouraged. Use of administrative leave is appropriate and the EMPLOYER will grant administrative leave when required. If a UNIT EMPLOYEE is notified and requested to be a bone marrow or organ donor, they are entitled to thirty days of paid leave each calendar year (in addition to annual and sick leave) to serve as a donor (as specified in PL 106-563-329, Section 629). For medical procedures and recuperation requiring absences longer than thirty days, EMPLOYERS are encouraged to continue to accommodate EMPLOYEES by granting additional time off in the form of excused absence, accrued sick leave and/or annual leave, as appropriate; leave without pay; and advanced sick leave and/or annual leave.

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

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## **SECTION 5. OTHER PAID LEAVE**

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

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

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## **SECTION 6. COURT LEAVE**

a. When a UNIT EMPLOYEE is under summons to serve on a jury or to qualify for jury service, or is subpoenaed as a witness, time lost from the work schedule will be charged to court leave, official duty time, annual leave or leave without pay as applicable. Figure 1 contained in this section, outlines the regulatory benefits granted to UNIT EMPLOYEES who perform jury service or act as a witness.

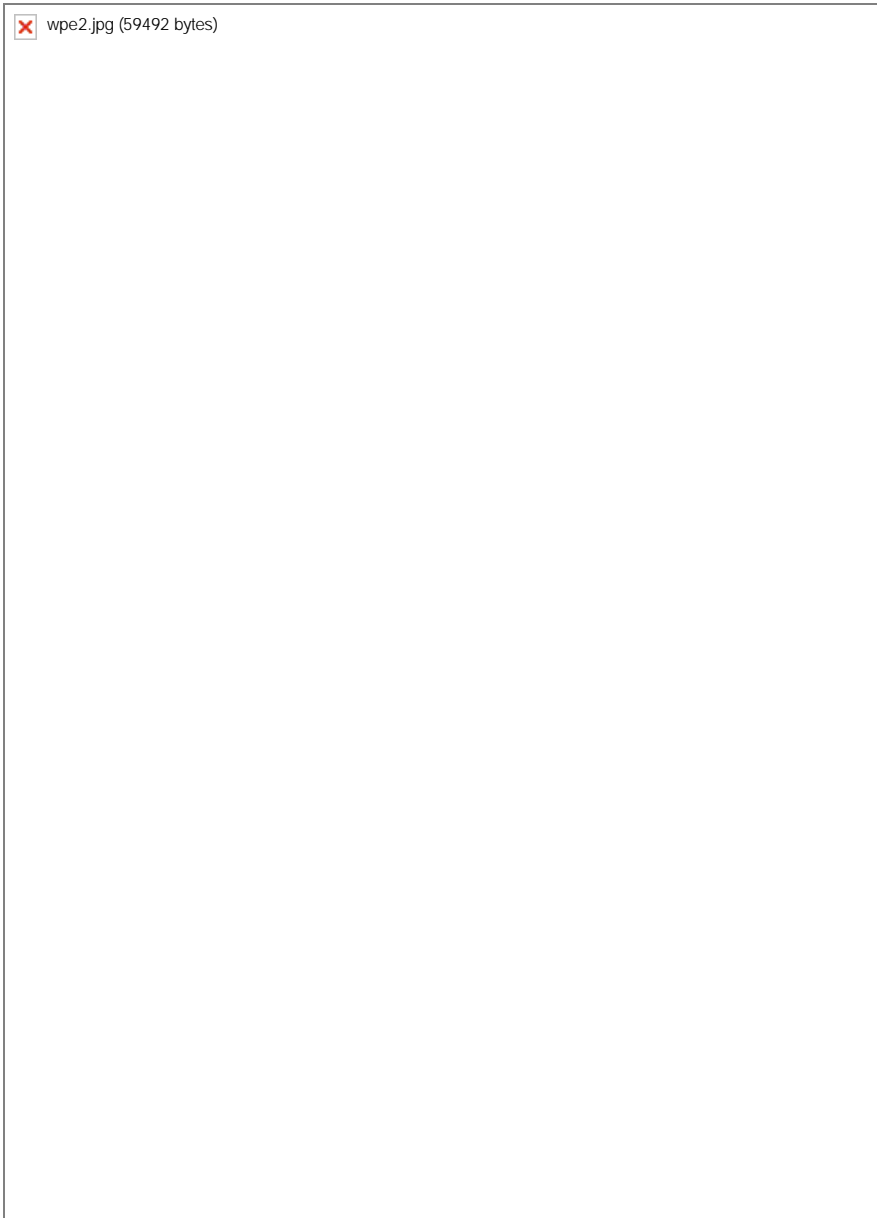
b. If a UNIT EMPLOYEE is called to perform the above civic duties, the EMPLOYEE shall promptly notify their immediate supervisor or other appropriate authority in order that arrangements may be made for the EMPLOYEE to perform the duties. Should extenuating workload considerations exist the EMPLOYER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

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

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

e. A UNIT EMPLOYEE on court leave or official duty status for jury or witness service is not entitled to a jury or witness fee. An EMPLOYEE is entitled to keep any court determined expenses over and above any jury or witness fee. If a court should

present an EMPLOYEE with a fee, the EMPLOYEE will present such fee to the EMPLOYER together with certification of service from the court as specified in paragraph (d) above, for proper disposition.



## **SECTION 7. MILITARY AND LAW ENFORCEMENT LEAVE**

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

### **b. MILITARY LEAVE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 8. LEAVE DONOR PROGRAM**

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

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

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

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

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

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

(1) The EMPLOYEE or EMPLOYEE'S family member notifies the EMPLOYER in writing, that the medical emergency no longer exists;

(2) the EMPLOYEE'S employment is terminated from the Federal Service;

(3) the EMPLOYEE'S application for disability retirement has been approved;

(4) the EMPLOYEE transfers to another agency;

(5) the EMPLOYEE or the EMPLOYEE'S family member has expired; or,

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

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

f. AMPLIFICATION. For further amplification on specifics of the Leave Donor Program, see the servicing HRD.

## **SECTION 9. FEDERAL EMPLOYEES FAMILY FRIENDLY LEAVE ACT (FEFFLA)**

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

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

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

d. Regulations provide that all covered full-time EMPLOYEES may use a total of up to 40 hours of sick leave each year for family care or bereavement purposes. In addition, a covered full-time EMPLOYEE who maintains a balance of at least 80 hours of sick leave may use an additional 64 hours of sick leave per year for these purposes, bringing the total amount of sick leave available for family care and bereavement purposes to a maximum of 104 hours per year for EMPLOYEES who satisfy this condition. Part-time EMPLOYEES and EMPLOYEES with an uncommon tour of duty (Firefighters) should consult the servicing HRDO to determine the number of sick leave hours they will be allowed under FEFFLA.

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

## **SECTION 10. FAMILY AND MEDICAL LEAVE ACT (FMLA)**

a. PURPOSE AND ELIGIBILITY

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

- (a) Birth of a child and care of newborn;
- (b) placement of a child with an EMPLOYEE for adoption or foster care;
- (c) care for spouse, child, or parent with serious health condition;
- (d) serious health condition of the EMPLOYEE.

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

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

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

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

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

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

e. **MEDICAL CERTIFICATION.** The EMPLOYER may require medical certification subject to conditions of the law. The EMPLOYER may also require periodic status reports on the EMPLOYEE'S ability or intention to return to work.

f. **PROTECTION OF EMPLOYMENT AND BENEFITS**

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

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

g. **AMPLIFICATION.** EMPLOYEES who desire more specific information on FMLA should be referred to the servicing HRD for guidance and details.

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**SECTION 11. Sick Leave to Care for a Family Member**

a. **PURPOSE.** To provide guidance to the PARTIES of the provisions of extended sick leave to care for a Family Member.

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

c. Employees may use up to 12 administrative workweeks of sick leave each year to care for a family member with a serious health condition. An employee may use up to 13 days of sick leave for general family care or bereavement but that amount must be subtracted from the 12 weeks, which is the maximum total of sick leave which can be used for all family care purposes.

d. The term "a serious health condition" has the same meaning as used in OPM's regulations for administering the Family Medical Leave Act of 1993 (FMLA) and is not intended for short-term illness for which treatment and recovery are very brief.

e. The same limitations apply to care for a family member with a serious health condition as apply to the use of sick leave for general family care or bereavement purposes. A covered full time employee may use up to 40 hours (5 workdays) of sick leave each leave year for these purposes. An employee may use additional sick leave if a balance of at least 80 hours is maintained.

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

**ARTICLE 17 RETIREMENT**

**SECTION 1. PURPOSE.** This article applies only to regular voluntary retirement and not to special retirement situations such as Discontinued Service, Reduction-in-Force, and Voluntary Early Retirement Authority (VERA).

**SECTION 2.** The PARTIES agree that all EMPLOYEES should be kept informed of any changes in their retirement system, whether it be the Federal Employee Retirement System (FERS) or the Civil Service Retirement System (CSRS). The EMPLOYERS shall make available any such changes to EMPLOYEES and the UNION as soon as possible.

**SECTION 3.** The EMPLOYERS shall make available to EMPLOYEES and the UNION, schedules for retirement seminars, one

for FERS EMPLOYEES and one for CSRS EMPLOYEES. These schedules shall be established and distributed to indicate the criteria for attendance, date, location, and duration of each seminar. EMPLOYEES are responsible for requesting attendance for the appropriate seminar and if approved EMPLOYEES shall be allowed to attend these retirement seminars at no charge to their leave.

**SECTION 4.** EMPLOYEES who submit retirement paperwork to their servicing HRD may reverse their decision to retire, pull their paperwork back, and remain in their position if the servicing HRD has no Priority Placement Program (PPP), "Stopper List" match for that position or if no official job offer has been made for that position. EMPLOYEES desiring to pull back their retirement paperwork must contact their servicing HRD immediately and submit their desire in writing.

## **ARTICLE 18 AREA WAGE SURVEY**

**SECTION 1.** The EMPLOYER shall notify the UNION as soon as information is received by the EMPLOYER that the Department of Defense Wage Fixing Authority has directed the start of an official Area Wage Survey. When appropriate, the UNION will be permitted to make presentations to the local Wage Survey Committee.

**SECTION 2.** When EMPLOYEES are selected to participate as a data collector on the Area Wage Survey, the EMPLOYEES will be released and placed on official time for this purpose.

## **ARTICLE 19 POSITION CLASSIFICATION**

**SECTION 1.** The position/job description is a statement of the major duties and responsibilities, qualification and skill requirements, and organizational location of a position within the Activity. The EMPLOYER maintains the currency and accuracy of position/job descriptions, and may add to, modify, or delete provisions thereof as necessary. When changes occur in the major duties, responsibilities or technical functions, the position/job description will be amended to reflect these changes. Minor changes to official position descriptions may be made by pen and ink changes concurrent with review by the classification official.

**SECTION 2.** When a UNIT EMPLOYEE believes that the TITLE, GRADE, or SERIES of their position is incorrect, they have the right to fully discuss the matter with their immediate supervisor and request that their job be reviewed. The EMPLOYER will take whatever action is necessary to attempt to resolve the matter informally, and will fully consider any pertinent information which the EMPLOYEE desires to present. The EMPLOYEE will be advised by their supervisor concerning the actions taken to resolve the matter and the basis for the decision reached.

**SECTION 3.** An EMPLOYEE has a right, in accordance with the Position Classification Appeal Procedure, to file a job grading (WG) or classification (GS) appeal if they believe that the TITLE, GRADE or SERIES is incorrect. An EMPLOYEE is entitled to a representative of their choice in a formal appeal. Upon the request of the EMPLOYEE or their designated representative, the EMPLOYER will provide information concerning the EMPLOYEE'S appeal rights and the appropriate procedures set forth in applicable regulations. Additionally, the EMPLOYEE and their representative will be permitted to review classification standards that pertain to the EMPLOYEE rating or position in an appeal.

**SECTION 4.** The EMPLOYER agrees that when new job grading standards are issued, the matter will be briefed before the respective Labor/Management Forum.

### **SECTION 5.**

a. Position/job descriptions do not control assignments, and the EMPLOYER may direct and assign specific tasks or projects which are not reflected in the position/job description. When the term "such other duties as may be assigned" or its equivalent is used in a Wage Grade or General Schedule job or position description, the term is mutually understood to mean "tasks that are normally related to the position and are of an incidental nature."

b. It is also understood that the language of paragraph (a) above does not prevent the EMPLOYER from assigning unrelated work to EMPLOYEES when of a temporary nature, and when periodically necessary, such as:

(1) A general shop, office or station cleanup is periodically required;

(2) work as defined in the EMPLOYEE'S position description is not available.



## **ARTICLE 20 MERIT PROMOTION PROGRAM**

**SECTION 1.** Merit Promotion to a position vacancy shall be on the basis of qualifications and merit. The PARTIES agree that any wrongful manipulations of position rating criteria and Merit System principles to deny an EMPLOYEE a selection is not in the spirit of true partnership and is therefore not allowed. Any proposed changes in the Merit Promotion Program will be brought before the respective Labor/Management Forums prior to implementation.

**SECTION 2.** The EMPLOYER reserves the right and may elect to fill vacant positions by methods other than Merit Promotion such as reassignment, re-promotion, reinstatement, transfer, or other official appointments as well as through career promotions under an approved training and career development program. When the command decides to fill a bargaining unit position, the UNION will be notified concurrent with sending the Request for Personnel Action (RPA) to the HRSC-SE. Upon completion of the personnel selection process, the UNION will be notified.

**SECTION 3.** The automated staffing program, currently STAIRS/Resumix, is the primary method for applying and filling vacancies. The PARTIES agree that job opportunities will be posted electronically through the Department of the Navy Human Resources Website and that the area of consideration will be as small as practicable to allow adequate competition while giving consideration to internal candidates.

**SECTION 4.** The PARTIES agree that if a specific/special announcement is used, employees will have a minimum of five calendar days open period for receipt of applications. The UNION will be provided a copy of the announcement. When a vacancy is announced under these provisions, it will contain the following information: title, series and grade, and duties of the position; area of consideration, geographical and organizational location of the position, closing date, qualification requirements, and method of applying.

**SECTION 5.** EMPLOYEES who are on approved leave or official travel for at least half of the work days during the open period of a Specific/Special Announcement for a position, may submit a delayed application within three work days after returning to work, providing a selection has not been made. Further, it is agreed and understood that the rating, certification, and selection process shall not be delayed to allow for the receipt of late applications.

**SECTION 6.** Management Identification of Candidates (MIC) is an abbreviated process that can be used by the employer to quickly identify candidates and fill vacancies. The UNION will be notified when MICs or other abbreviated processes are utilized for process considerations.

**SECTION 7.** Promotions shall be made without regard to political, religious, UNION affiliation or non-affiliation, marital status, race, color, sex, age, national origin, or non-disqualifying physical handicap.

**SECTION 8.** The PARTIES strongly encourage all EMPLOYEES to participate with the STAIRS/Resumix system.

**SECTION 9.** Applicants shall be identified and referred to the selecting official in accordance with the Merit Promotion Program. Non-selection of an applicant after receiving proper consideration shall not be a matter for processing a grievance under Article 32, Negotiated Grievance Procedure.

**SECTION 10.** If the EMPLOYER wishes to open the area of consideration outside the activity for a UNIT position, they will notify the UNION as soon as possible after the decision is made.

## **ARTICLE 21 TEMPORARY PROMOTIONS, DETAILS AND REASSIGNMENTS**

**SECTION 1. TEMPORARY PROMOTIONS.** A temporary promotion is the assignment of an EMPLOYEE to higher level duties for which compensation is received. A temporary promotion of less than 120 calendar day increments shall be rotated among EMPLOYEES who have the qualifications and skills of the position. Temporary promotions in excess of 120 calendar day increments shall be filled through competitive procedures.

EMPLOYEES who are officially assigned to UNIT positions classified at a higher grade level than their regular position for a period in excess of 30 calendar days shall be temporarily promoted provided qualification and eligibility requirements are met.

**SECTION 2. DETAILS.** A detail is the temporary assignment of an EMPLOYEE to another UNIT position or set of duties.

a. A detailed EMPLOYEE:

- (1) Is not required to meet the qualification or time-in-grade requirements for the position to which detailed;
- (2) does not receive additional compensation if the detail is to a higher graded position and the EMPLOYEE is not temporarily promoted in accordance with Section 1 of this Article; and
- (3) continues to officially occupy the position from which the EMPLOYEE has been detailed.

b. Except for emergency details, an EMPLOYEE may not be detailed to a different position for at least 90 calendar days after a competitive appointment.

c. Non-competitive details of less than 120 calendar days shall be rotated among EMPLOYEES to the maximum extent possible.

d. Details to the Same or Lower Grade Positions and to Unclassified Duties are limited to an initial period of 120 calendar days but may be extended in 120 day increments up to a maximum of one year. Such details may be extended to a maximum of two years if the EMPLOYER is undergoing contracting out studies or closure. The PARTIES understand that the aforementioned time restrictions are continuances of past policies and recognize that adjustments may be subsequent to impact and implementation bargaining.

e. Details to Higher Grade Positions and to Positions with More Promotion Potential are limited to 120 calendar days or less in any 12 month period unless merit promotion procedures are used. When merit promotion procedures are used, competitive details are limited to one year under normal circumstances and two years when the EMPLOYER is undergoing contracting out studies or closure. The PARTIES understand that the aforementioned time restrictions are continuances of past policies and recognize that adjustments may be made subsequent to impact and implementation bargaining.

f. REQUIRED DOCUMENTATION

(1) Details to the Same or Lower Grade Positions and to Unclassified Duties. Less than 120 calendar days no documentation is required. If 120 days or more, a SF-52 must be prepared and forwarded to the servicing HROHRD. The effective date is the date that the EMPLOYEE initially was assigned to the detailed position. A new SF-52 must be prepared for each extension of 120 days. The SF-52 will be filed in the EMPLOYEE'S Official Personnel Folder (OPF) and a copy will be provided to the EMPLOYEE.

(2) Details to Higher Grade Positions and to Positions with More Promotion Potential. If 30 calendar days or less no documentation is required. If more than 30 and/or less than 120 calendar days, a SF-52 must be prepared and forwarded to the servicing HRD with the EMPLOYEE'S name and date of initial assignment. The SF-52 shall be filed in the EMPLOYEE'S OPF and a copy will be provided to the EMPLOYEE. Otherwise, a SF-52 requesting advertisement of a competitive detail must be submitted to the servicing HRD.

**SECTION 3. REASSIGNMENTS.** Reassignment is the movement of an EMPLOYEE from one position to another without change in grade or pay. Reassignments cannot be used to discipline an EMPLOYEE unless through appropriate adverse action or disciplinary procedures. The EMPLOYER shall consider temporarily assigning an EMPLOYEE who is temporarily disabled from performing the full range of duties of their position to duties for which the EMPLOYEE is qualified and capable of performing.

## ARTICLE 22 EMPLOYEE PERFORMANCE APPRAISAL

**SECTION 1.** The PARTIES agree the performance appraisal systems in place will be used as a management process with EMPLOYEE participation in developing goals and work requirements improving individual and organizational effectiveness, and accomplishing agency mission and goals.

**SECTION 2.** The UNION will be provided a copy of the Performance Plan for any position in the bargaining UNIT, upon request.

**SECTION 3.** The PARTIES further agree that EMPLOYEES who use authorized official time in labor relations activities or representational duties shall not be penalized on their appraisals for approved absences or use of official time.

**SECTION 4.** The PARTIES agree that every EMPLOYEE will receive an annual performance appraisal as governed by Navy regulations. Problems with position descriptions identified during the performance appraisal will be addressed in an expeditious manner. The PARTIES agree that it is important for EMPLOYEES to inform Management when they feel that their position description is not accurate. (See [Article 19](#) and/or [32](#))

## ARTICLE 23 EMPLOYEE SERVICES

**SECTION 1. PURPOSE.** This article provides information regarding programs and other means to assist EMPLOYEES.

**SECTION 2. CIVILIAN EMPLOYEE ASSISTANCE PROGRAM (CEAP).** The Civilian Employee Assistance Program is

available to EMPLOYEES and their families. The CEAP is a confidential and professional counseling service covering such problems as stress and anxiety, family or marriage problems, alcohol or drug problems, emotional or psychological distress, financial problems, and posttraumatic reactions. EMPLOYEES who initially use this service, prior to referral, are on official time during duty hours. The PARTIES agree to promote utilization of the Civilian Employee Assistance Program as a method of prevention as well as intervention.

### **SECTION 3. EMPLOYEE DISABILITY COMPENSATION**

- a. The EMPLOYER agrees to assist EMPLOYEES with Disability Compensation regarding injuries on the job. All forms required of the EMPLOYER and EMPLOYEE by the Office of Workers Compensation Program (OWCP) shall be filed in a timely manner.
- b. An EMPLOYEE who suffers an on-the-job injury will report such an injury immediately to their supervisor and receive immediate medical attention. If the EMPLOYEE is disabled because of traumatic injury, they may use sick or annual leave or continuation of pay, not to exceed 45 days, for the period of disability consistent with applicable law and regulation. If the EMPLOYEE elects to use sick or annual leave, a SF-71 shall be completed for such action.

### **SECTION 4. MISCELLANEOUS SERVICES**

- a. EMPLOYEES and representatives who are involved in a grievance or adverse action may use available HRD Training Centers and libraries for research purposes.
- b. All rest rooms and break areas shall be kept adequately lighted and sanitary. Rest rooms shall be kept properly supplied.

### **SECTION 5. EMPLOYEE PERSONNEL RECORDS**

- a. OFFICIAL PERSONNEL FOLDERS (OPF). The PARTIES agree that all EMPLOYEES shall have access to their OPF. Upon advance notification to their immediate supervisor and as workload requirements permit, EMPLOYEES shall be allowed to review their OPF with no charge to leave. EMPLOYEES shall make appointments with their servicing HRD to review their OPF.
- b. NOTES AND RECORDS. The PARTIES agree that if notes and records are maintained on an individual, such records shall be properly secured to safeguard the confidential information contained in accordance with the Privacy Act of 1974, 5 CFR 297 and other appropriate sources of authority.

## **ARTICLE 24 EQUAL EMPLOYMENT OPPORTUNITY**

**SECTION 1.** The PARTIES agree to fully support the principle of Equal Employment Opportunity (EEO) for all UNIT EMPLOYEES and to eradicate any discrimination based upon race, color, sex, religion, national origin, age or handicapping condition. The EMPLOYERS will promote the full realization of EEO through a continuing Affirmative Employment Program.

**SECTION 2.** The EMPLOYERS will ensure that UNIT EMPLOYEES have reasonable access to EEO Counselors through the servicing HRD.

**SECTION 3.** EMPLOYEES who believe that they have been discriminated against may consult with an EEO Counselor and seek to resolve disputes informally. The initial contact with the counselor must take place within 45 calendar days of the date of the alleged discrimination, the effective date of any personnel actions involved, or the date the aggrieved person knew or reasonably should have known of the discriminatory event or personnel action.

**SECTION 4.** An EMPLOYEE desiring to file a complaint or grievance on alleged employment discrimination shall raise the matter under the Agency Discrimination Complaints Process.

## **ARTICLE 25 REORGANIZATION/REALIGNMENT**

**SECTION 1.** Reorganizations and realignments (e.g., Functionality Assessments, Business Case Analysis) that impact distribution, addition, or elimination of significant duties of organizations or units will be addressed in the respective Labor/Management Forums.

**SECTION 2.** When a reorganization results in a personnel action affecting an EMPLOYEE involving separation, furlough for more than 30 calendar days, change to lower grade, or reassignment involving displacement, the procedures contained in [Article 28](#), Reduction-In-Force, of this AGREEMENT, shall apply.

## **ARTICLE 26 TRANSFER OF FUNCTION/TRANSFER OF WORK**

**SECTION 1.** A transfer of function is the movement of the work of one or more EMPLOYEES from one competitive area to another. The function ceases in one competitive area and reappears in identifiable form in another competitive area where the function is not currently performed. EMPLOYEES are entitled to move with their functions.

**SECTION 2.** A transfer of work is the movement of an EMPLOYEE'S work from one organization to another when the gaining organization is already performing virtually identical work. EMPLOYEES are not entitled to move with the work.

**SECTION 3.** The Labor/Management Forums shall discuss and consider methods and means of implementing a transfer of function/transfer of work to minimize the impact to affected EMPLOYEES.

**SECTION 4.** Except when mandated by circumstances beyond the control of the EMPLOYER, EMPLOYEES affected by a transfer of function outside the commuting area which necessitates a move, shall be notified in writing not less than 60 calendar days prior to the transfer. The EMPLOYEE shall be given at least 30 calendar days within which to accept or reject the transfer offer. EMPLOYEES who are affected within the commuting area shall be given a 30-day notice.

**SECTION 5.** Attempts may be made to place affected EMPLOYEES in vacant positions for which they qualify in the same commuting area and/or same competitive area.

**SECTION 6.** Permanent change of duty station relocation entitlements, including travel and per diem, shall be authorized in accordance with DOD Joint Travel Regulations (JTR).

## **ARTICLE 27 CONTRACTING OUT**

**SECTION 1.** The EMPLOYER agrees that work or services presently performed by EMPLOYEES in the bargaining unit shall not be contracted, in whole or in part, without advance notification to the UNION. This may include either solicited or unsolicited proposals.

**SECTION 2.** The PARTIES agree, subject to applicable laws and regulations, the UNION will have the opportunity to participate in the development of supporting documents and proposals. This will include the development of performance standards, performance work statements, plans, and the development of in-house cost estimates. Participation will be consistent with procurement and conflict of interest requirements. Appropriate training may be addressed by the Command Labor/Management Forums.

**SECTION 3.** The PARTIES, in the spirit of partnership, will provide a timely, no-cost exchange of information to include items such as current listing of Commercial Activities affecting the bargaining unit. The PARTIES may be present but not impede any walk-through for potential bidders. The PARTIES are committed throughout this process to work together to reduce the adverse impact to employees. In accordance with the Circular A-76 Revised Supplemental Handbook Chapter 1, Paragraph F, the PARTIES agree to permit, as appropriate, employee involvement in the development of the initial command submission to the Commercial Activities Inventory.

## **ARTICLE 28 REDUCTION-IN-FORCE**

**SECTION 1.** The PARTIES recognize that various outside influences or decisions may have an impact on the size of the organization. These may include transfer, realignment of function or mission, reorganization, downsizing or closure, which may result in a Reduction-In-Force (RIF). All these issues shall be addressed in the respective Labor/Management Forum.

**SECTION 2.** When a RIF is necessary, after discussions and actions within the Command Labor/Management Forum, the following procedures shall apply:

a. Except when mandated by circumstances beyond the control of the EMPLOYER, an EMPLOYEE shall receive a specific notice of a RIF at least 60 days in advance of the effective date. The notice shall state specifically the action being taken, the effective date, the EMPLOYEE'S total credit for retention, competitive level, competitive area, and any other pertinent information that may apply.

b. The EMPLOYER shall make the best offer of employment to each EMPLOYEE. EMPLOYEES shall respond in writing

rejecting or accepting the initial RIF offer within five workdays of receipt of notice.

c. Retention registers shall be established in accordance with applicable laws or regulations and shall be made available for the affected EMPLOYEE and/or representative to review.

**SECTION 3.** The EMPLOYER shall make every reasonable effort to assist those EMPLOYEES identified for separation in registering in DOD and other Federal Agency Placement programs.

**SECTION 4.** The PARTIES shall, through the Labor/Management Forums, use vacant UNIT positions to the maximum extent possible to lessen the impact of the RIF. Further, programs such as VSIP and VERA should be considered.

**SECTION 5.** For RIF purposes, credit for performance evaluations will be given for the last three ratings of record received during the last four years. A cut-off date will be established for the receipt/inclusion of ratings to allow for timely administration of the RIF process. This date may be discussed with the Labor/Management Forum.

**SECTION 6.** Prior to and during the RIF, eligible EMPLOYEES shall be advised and receive training or counseling pertaining to retirement.

**SECTION 7.** For purposes of RIF, the PARTIES agree when establishing a retention register, under a multiple rating pattern, the "pass" rating will be given the appropriate level rating, which is equivalent to the highest rating in the multiple pattern. Also for purposes of RIF, the PARTIES agree when establishing a retention register, under a single rating pattern, the "pass" rating will be given credit of twelve years. This understanding is being made prior to final guidance from DoN on this matter.

## **ARTICLE 29 DISCIPLINARY/ADVERSE ACTIONS**

### **SECTION 1**

a. The PARTIES agree that the objective of discipline is to correct and improve EMPLOYEE behavior so as to promote efficiency in the workplace. The PARTIES further agree to the concept of progressive discipline, except in cases egregious or notorious misconduct, and that disciplinary/adverse action shall only be taken for just cause. The PARTIES also agree that for discipline to be effective it must be timely.

b. Disciplinary action is defined as a Suspension for 14 days or less, or a Letter of Reprimand. Adverse Action is defined as Separation, Suspension for more than 14 days, Reduction in Grade or Pay, and Furlough for 30 days or less. The deciding official shall review the Douglas Factors when contemplating adverse actions.

c. A unit employee, against whom discipline greater than a Letter of Reprimand is pending, shall:

(1). be provided a written notice stating the specific reasons for the proposed action.

(2). be provided reasonable time, not less than ten calendar days, to answer orally and in writing and to furnish affidavits or other documentary evidence in support of his/her reply.

**SECTION 2.** The PARTIES agree that prior to questioning or taking a written or sworn statement from an EMPLOYEE the provisions of [Article 30](#), Investigations, of this AGREEMENT shall apply.

**SECTION 3.** Copies of all material relied upon to support the reasons for disciplinary or adverse action shall be provided to the EMPLOYEE/representative upon request. Any material or evidence which has been declared non-disclosable or non-discoverable shall not be relied upon to support the action against the EMPLOYEE. If an EMPLOYEE elects to be represented by the UNION, copies of all correspondence addressed to the EMPLOYEE shall also be furnished to the representative.

## **ARTICLE 30 INVESTIGATIONS**

**SECTION 1. PURPOSE.** This article specifically defines the investigative processes and representational rights of the PARTIES and EMPLOYEES covered by this AGREEMENT. It provides procedural and substantive guidance for EMPLOYEES, UNION, and EMPLOYERS, and refers directly to the respective rights and responsibilities articles of this AGREEMENT.

### **SECTION 2. ADMINISTRATIVE INVESTIGATION**

a. An Administrative Investigation is an investigation into alleged misconduct that may lead to disciplinary action(s) but not criminal prosecution. It does not apply to day-to-day work related communications between supervisors and UNIT EMPLOYEES, nor to discussions concerning job performance (i.e. PARS/APAS).

b. During an Administrative Investigation, only a duly recognized UNION Official as addressed in [Articles 9](#) and [10](#) of this CONTRACT will be allowed to represent an EMPLOYEE. This does not mean a personal attorney of the EMPLOYEE.

c. The PARTIES encourage the timely involvement of the UNION in all Administrative Investigations or Examinations prior to any action taken against an EMPLOYEE.

d. Under the Weingarten Rule, an EMPLOYEE is entitled to UNION representation in an Administrative Investigation or Examination if:

- (1) The EMPLOYEE believes the examination may result in disciplinary action; and
- (2) the EMPLOYEE requests such representation.

e. An EMPLOYEE involved in an Administrative Investigation or Examination must be advised that the information they provide will not be used against them in a criminal action, but may be used against them in taking an Administrative action. The EMPLOYEE must be advised of their option to answer, and the consequences of remaining silent and facing discipline or dismissal for failure to cooperate.

f. During the course of an Administrative Investigation or Examination, should the matter be determined to be criminal in nature, the rights of an EMPLOYEE are covered in this Article, Section 3, Criminal Investigation.

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**SECTION 3. CRIMINAL INVESTIGATION.** It is understood by the PARTIES that in the event a UNIT EMPLOYEE is investigated for alleged criminal acts that may lead to prosecution, that employee will:

- a. Be given their Constitutional rights against self incrimination (MIRANDA RIGHTS) by a duly appointed law enforcement official;
- b. be allowed to call an attorney of their choice prior to the continuance of the investigation; and
- c. be allowed to have a UNION representative present in addition to legal counsel as identified in paragraph (b) above.

It is also understood by the PARTIES that only in a criminal investigation does a UNIT EMPLOYEE have the right to remain silent and be represented by a personal attorney.

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**SECTION 4. INSPECTOR GENERAL INVESTIGATIONS.** The PARTIES agree that EMPLOYEES, who reasonably believe that a disciplinary action may be taken against them, as a result of the interview, are entitled to UNION representation, if requested, during in interrogations by the EMPLOYER'S Office of the Inspector General. (National Aeronautics and Space Administration *et al.* v. Federal Labor Relations Authority, *et al.*, Supreme Court, No 98-369, June 17, 1999.)

**SECTION 5.** Inappropriate or illegal use of surveillance equipment on government facilities is prohibited.

## **ARTICLE 31 ALTERNATIVE DISPUTE RESOLUTION**

**SECTION 1.** The PARTIES agree that Alternative Dispute Resolution (ADR) should be considered by the individual Command Local Labor/Management Forums as an effective means of resolving, reducing and possibly eliminating workplace disputes. ADR techniques available include, but are not limited to, the following:

- a. Alternative Discipline
- b. Binding Arbitration
- c. Conciliation
- d. Dispute Panels
- e. Facilitation
- f. Fact-finding
- g. Interest Based Problem Solving
- h. Mediation
- i. Mini-trials

j. Settlement Conferences

k. Partnership

The PARTIES encourage joint training regarding the features of these ADR techniques.

## **ARTICLE 32 NEGOTIATED GRIEVANCE PROCEDURE**

**SECTION 1.** The PARTIES agree that this Article is to provide an orderly and sole procedure for the processing and settlement of grievances. A grievance means any complaint:

a. By any EMPLOYEE concerning any matter relating to employment;

b. by the UNION concerning any matter relating to the employment of any EMPLOYEE;

c. by any EMPLOYEE, the UNION, or the EMPLOYER concerning:

(1) the effect or interpretation, or a claim of breach of a Collective Bargaining Agreement between the PARTIES;

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

**SECTION 2.** This procedure excludes the following:

a. Any claimed violation relating to prohibited political activities;

b. retirement, life insurance, health insurance;

c. a suspension or removal taken for National Security reasons;

d. any examination, certification, appointment;

e. the classification of any position that does not result in the reduction in the grade or pay of an EMPLOYEE (See [Article 19](#), Section 3);

f. the separation of an EMPLOYEE during the EMPLOYEE'S probationary period or while the EMPLOYEE is serving in the first year of a Worker-Trainee program, a Veteran's Readjustment program or other Excepted Appointment; or while the EMPLOYEE is serving under a time limited appointment;

g. an allegation or complaint of discrimination because of race, religion, color, sex, national origin, age or handicapping condition;

h. non-selection from among a group of properly ranked and certified candidates;

i. Reduction-In-Force action;

j. non-adoption of a suggestion submitted by EMPLOYEES utilizing any forum for such purpose;

k. any other matter for which a statutory or regulatory appeals procedure exists, except as otherwise provided in Section 3 below.

**SECTION 3.** An EMPLOYEE who has been removed or reduced in grade for unacceptable performance, or who has been subject to removal or a suspension for more than 14 calendar days, may at the EMPLOYEE'S option, appeal the matter to the Merit Systems Protection Board (MSPB) or file a grievance in accordance with the procedures contained in this Article, but not both. An EMPLOYEE shall be deemed to have exercised this option by their written submission.

**SECTION 4.** The UNION is not required to represent NON-UNION members of the Bargaining UNIT on any matter for which a statutory or regulatory appeals procedure exists.

**SECTION 5.** If the PARTIES cannot agree whether a matter is grievable or arbitrable, the question shall be submitted to the



**SECTION 6.** The PARTIES agree that every reasonable effort will be made to settle grievances at the lowest possible level. The filing of a grievance shall not reflect unfavorably on an EMPLOYEE.

**SECTION 7.** The PARTIES agree that a grievance must be presented at the informal step of the procedure within 14 calendar days after the event which gave rise to the grievance, or within 14 calendar days following the date the EMPLOYEE could have been reasonably expected to be aware of the incident giving rise to their grievance. If at any level within the process, the supervisor is not available to participate in that level of the process the EMPLOYEE will be so notified, and if that supervisor does not become available to address the grievance within 21 calendar days of the initial submission, the grievance will be addressed by a designated deciding official or the grievance will be moved to the next level.

- a. Local Labor/Management Forums may negotiate extensions of time limits identified in Section 7.
- b. Time limits may be extended by mutual consent of the PARTIES at any step of the grievance procedure.

**SECTION 8.** The PARTIES shall, in the spirit of partnership, share all known pre-decisional information at all steps of the grievance procedure. Discovery of new information/witnesses/etc. shall be jointly shared to expedite the resolution of subject grievance. Those who desire to pursue a grievance shall utilize the following procedure.

- a. **INFORMAL STEP.** The EMPLOYEE and/or their representative shall discuss the grievance in private, orally and informally with the EMPLOYEE'S first-level supervisor. The supervisor, after determining the factual situation, will meet with the EMPLOYEE, UNION Steward and such other individuals deemed necessary. The supervisor has five workdays from initial notification to render a decision. The EMPLOYEE and supervisor must agree upon any informal notes kept.
- b. **ALTERNATIVE DISPUTE RESOLUTION.** Alternative Dispute Resolution (ADR) methods are strongly recommended as a means to resolve grievances.
- c. **FORMAL STEP 1.** If the grievance is not resolved at the INFORMAL STEP and the EMPLOYEE desires to further pursue the matter through the grievance procedure, the EMPLOYEE and/or the appropriate UNION Representative shall reduce the grievance to writing utilizing the proper form, a sample of which is contained as Appendix 1 to this AGREEMENT. The grievance form shall be submitted to the second-level supervisor within five work days following the informal resolution decision by the first-level supervisor. The written grievance shall provide specific information with respect to the event giving rise to the grievance, identify specific provisions of regulations and/or the terms of this AGREEMENT which are alleged to have been violated and the corrective action desired. Only the issues presented at the INFORMAL STEP shall be considered at any successive steps. The second-level supervisor or designee shall meet with the EMPLOYEE and/or appropriate UNION Representative and such other individuals deemed necessary and render a written decision not later than five workdays following receipt of the grievance. A copy of the decision shall also be provided to the UNION at the same time.
- d. **FORMAL STEP 2.** If applicable to the respective organizational structure of the activity, the following step shall be used, otherwise see paragraph (e) below. If the grievance is not resolved at FORMAL STEP 1 and the EMPLOYEE desires to further pursue the matter through the grievance procedure, the grievance shall be submitted to the third-level supervisor within five work days following the decision by the second-level supervisor. The third-level supervisor or designee shall meet with the EMPLOYEE and/or appropriate UNION Representative and such other individuals deemed necessary and render a written decision not later than five workdays following receipt of the grievance. A copy of the decision shall also be provided to the UNION at the same time.
- e. **FORMAL STEP 3.** If the grievance has not been satisfactorily resolved at the previous step and the EMPLOYEE desires to further pursue the grievance, the EMPLOYEE and/or UNION Representative may submit the matter to the Commanding Officer or designated official for resolution. The submission shall provide an explanation why the attempted resolution was not acceptable. The Commanding Officer or designated official shall meet with the EMPLOYEE, UNION Representative and such other individuals deemed necessary and render a written decision within 10 workdays following receipt of the grievance. A copy of the decision shall also be provided to the UNION at the same time.

**SECTION 9.** An EMPLOYEE who desires to use the grievance procedures must be represented by the UNION unless the EMPLOYEE does not desire such representation, in which case the following conditions apply:

- a. The EMPLOYEE must represent themselves;
- b. resolution of the grievance must comply with the terms and conditions of this AGREEMENT;

- c. the UNION is given the opportunity to be present during attempted resolution of the grievance;
- d. the UNION is provided a copy of any decision rendered by the EMPLOYER in connection with the grievance; and
- e. the Commanding Officer's or designated official's decision concerning the grievance is final.

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**SECTION 10.** If the EMPLOYEE desires to represent themselves they must state in writing to the first-level supervisor and the UNION that they do not desire UNION representation at any step in the grievance procedure. The final decision may be submitted to the UNION by the EMPLOYEE for arbitration consideration.

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**SECTION 11.** Employees may grieve an ineligible/not qualified determination, the ranking or rating of their applications for merit promotion, or other merit promotion matters (excluding non-selection), under the control of the HRSC-SE using the following process:

- a. Step 1. Informal Process: The EMPLOYEE and/or the employee's representative may, at his or her option, informally present his/her concerns to the HRSC-SE staffing specialist who rated the application, within 15 calendar days after receipt of the notice of rating. The employee may present the issue verbally, via telephone, or in writing, and will reference the announcement number for the position. The staffing specialist will respond within 15 calendar days. If the employee presented his/her concerns in writing, then the response must be in writing.
  - b. Step 2. Formal Process: The employee and/or the EMPLOYEE'S representative must serve HRSC-SE, Code 53, in writing, within 15 calendar days after receipt of the notice of rating, with a grievance concerning a rating under the merit promotion process. If the employee elected to utilize the informal process described above, then notification to Code 53 must be within 15 calendar days after receipt of a response under that process. The grievance must be dated and signed, state the personal relief requested, and include copies of any documents in the EMPLOYEE'S possession that are relevant to the grievance. Code 53, or his/her designee, will issue a written decision within 15 calendar days after Code 53's receipt of the grievance.
  - c. Either PARTY may invoke arbitration as identified in Section 13 of this Article.
- 

**SECTION 12.** If two or more EMPLOYEES or the UNION have identical grievances with no individual variation, the PARTIES shall select one grievance for processing and any decision on that grievance shall be binding. Each grievant and the UNION shall be provided an individual copy of each written decision rendered by the EMPLOYER concerning the grievances.

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**SECTION 13.** If the UNION is not satisfied with the final decision rendered by the Commanding Officer or designated official, the UNION shall provide the EMPLOYER written notice to that effect as soon as possible but no later than 30 calendar days following receipt of the final decision. The grievance may then be pursued through the arbitration process.

**SECTION 14.** Failure of the EMPLOYER to meet the time limits prescribed in this Article shall permit the EMPLOYEE or the UNION to move the grievance to the next step of the grievance procedure. Failure of the EMPLOYEE or the UNION to meet the time limits prescribed above shall constitute withdrawal and termination of the grievance. However, the time limits may be extended by mutual consent at any step of the grievance procedure.

**SECTION 15.** When either the EMPLOYER or the UNION wishes to file a grievance against the other PARTY, the following procedures apply:

- a. Informally discuss the issue in the Labor/Management Forum.
- b. If the matter is not resolved within 21 calendar days in the Labor/Management Forum, submit the grievance in writing to the respective UNION President/Unit Vice President or Commanding Officer/designated representative, as appropriate.
- c. Extensions of the time frames in this Section are permitted with mutual consent of the PARTIES.
- d. If the matter is not resolved within 21 calendar days, either PARTY may invoke arbitration as discussed in [Article 33](#).

## ARTICLE 33 ARBITRATION

**SECTION 1.** The purpose of this Article is to specify the procedures to process grievances to arbitration.

**SECTION 2.** Arbitration may be invoked only by the EMPLOYER or the UNION. Approval by EMPLOYEES involved in or affected by a grievance is not required before arbitration is invoked.

**SECTION 3.** In the event the PARTIES fail to settle a grievance pursued in accordance with the grievance procedure, the grievance may, upon written notice of either PARTY to the other, be referred to arbitration. The written notice must be submitted as soon as possible but no later than 30 calendar days following the receipt of the decision of the last step of the grievance procedure.

**SECTION 4.** Within seven calendar days of notification by either PARTY to invoke arbitration, the PARTIES may jointly or individually request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS) using the appropriate form provided by HRD. However, any joint submission should not be construed as anything more than compliance with a request and does not reflect on the substance or arbitrability of the issue in dispute. The PARTIES shall meet within five workdays after receipt of such a list. Each PARTY shall strike one name from the list and repeat the procedure until one name remains. A flip of the coin shall determine which PARTY strikes a name first. The remaining named person will be the duly assigned Arbitrator.

**SECTION 5.** While complying with the requirements in Section 4 of this Article, representatives of the PARTIES shall, within a reasonable amount of time from the date of receipt of an arbitration request, meet in a pre-arbitration conference to consider means of expediting the arbitration proceeding by: jointly reducing the issue(s) to writing, stipulating facts, authenticating proposed exhibits, and exchanging lists of proposed witnesses. In addition, the PARTIES agree to consult prior to scheduling arbitration in an effort to resolve and settle the issue(s) without arbitration. These consultations shall include exchange and review of all information that supports the position of both PARTIES.

**SECTION 6.** The Arbitrator's fee and expenses shall be shared equally between the PARTIES. The EMPLOYER shall furnish a space on its facility for any arbitration hearing under this Article. Further, the PARTIES shall pay the expenses of their respective needs for the process except that the PARTIES may agree to share equally the expenses of any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings.

**SECTION 7.** The arbitration hearing is normally held during the regular day shift hours of the regularly scheduled basic workweek. The EMPLOYEE filing the grievance and the EMPLOYEE witnesses who have direct knowledge of the circumstances and factors bearing on the case, are to be excused from duty to participate in the arbitration proceedings during the time they are required without loss of regular pay or charge to annual leave.

**SECTION 8.** The arbitrator shall be requested to render a decision as quickly as possible. An award rendered by an arbitrator on any issue referred to arbitration under the terms of this AGREEMENT shall be final and binding on the PARTIES except that it is agreed and recognized that either PARTY may file an exception to the arbitrator's award under law and regulations prescribed by the Federal Labor Relations Authority (FLRA).

## **ARTICLE 34 UNFAIR LABOR PRACTICE**

**SECTION 1.** While it is recognized that either PARTY may file an Unfair Labor Practice (ULP), it is the desire of each PARTY that every reasonable attempt shall be made to informally resolve any issues that may prompt a ULP to be filed.

**SECTION 2.** Either PARTY, when having cause to file a ULP, shall notify the other in writing. Upon receipt of such written notice, the PARTIES shall meet, as soon as possible, within 10 calendar days to attempt resolution. If resolution is reached, it shall be reduced to writing, signed by the PARTIES, and no further action concerning the matter shall be pursued.

**SECTION 3.** If a resolution cannot be reached, either PARTY may proceed to file a formal ULP.

## **ARTICLE 35 COPIES OF THE AGREEMENT**

### **SECTION 1. DISTRIBUTION TO EMPLOYEES**

- a. The EMPLOYER will fund 2000 copies of the AGREEMENT of which the UNION will receive 1350 copies.
- b. The EMPLOYER is responsible for distributing copies to management and supervisors. Funding for additional copies for either PARTY will be the responsibility of that PARTY. Should circumstances beyond the control of either PARTY necessitate extra copies, the matter may be discussed at the respective Labor/Management Forum.

**SECTION 2. DOCUMENT AGREEMENT.** The cover design, print style, size and color will be mutually agreed upon by the negotiating team. A printer's proof version will be reviewed by the negotiating team for quality, content and layout prior to final reproduction. The contents and layout of this AGREEMENT will be legible and in large enough print to be read with ease.

**SECTION 3. CHANGES TO THE AGREEMENT.** Distribution and funding of changes to this AGREEMENT will be determined by the negotiating team at the time the change is negotiated.

## **ARTICLE 36 CHANGES AND DURATION**

**SECTION 1. EFFECTIVE PERIOD.** This AGREEMENT shall remain in force and effect for three years from the date of its approval by the Secretary of Defense. The completed AGREEMENT shall be signed by the Commanding Officers of the covered UNITS, or their designees, of the covered UNITS, the Presidents of the covered AFGE Locals or their designees, and all members of the negotiating team prior to forwarding to the Secretary of Defense for approval.

**SECTION 2. FORCE AND EFFECT.** If any article or section of this AGREEMENT is disapproved by the Secretary of Defense and remanded to the PARTIES for renegotiation, the approved articles and sections are in force and effect. The remanded articles and sections, once approved, will also be in force and effect.

**SECTION 3. CHANGES DURING THE LIFE OF THE AGREEMENT.** If amendments are required by changes made in applicable laws, regulations or Executive Orders after the effective date of this AGREEMENT, the PARTIES will meet for the purpose of negotiating new language that will meet the requirements of such laws, regulations or Executive Orders. Such amendments as agreed to will be duly executed by the PARTIES, subject to approval by the Secretary of Defense, and shall be in force and effect on that date.

**SECTION 4. REVIEW.** This AGREEMENT will be reviewed by the PARTIES between 120 and 60 calendar days prior to the expiration date. The servicing HRD will provide prior notification to the PARTIES and facilitate the review process. This review should include recommendations from individual Local Labor/Management Forums. Based on this review the PARTIES will renew or renegotiate this AGREEMENT. This AGREEMENT will be automatically extended for a period of one year if the PARTIES have not completed the review/renegotiation process prior to the expiration date. The terms of this AGREEMENT will remain in effect until the PARTIES of the affected UNITS renegotiate a new AGREEMENT and the Secretary of Defense approves it.

**SECTION 5. WITHDRAWAL OPTION.** Any Labor/Management Forum that desires to withdraw from the AGREEMENT must make their desire known prior to the review process. Within 120 calendar days prior to the expiration date of this AGREEMENT, any Labor/Management Forum may exercise an option to withdraw from the AGREEMENT provided the Council wishing to exercise this option provides documentation supporting Good Government Standards for this decision to all PARTIES of this AGREEMENT. If that Labor/Management Forum withdraws from the AGREEMENT, the terms of this AGREEMENT will remain in effect until the PARTIES of the affected UNIT(S) renegotiate a new AGREEMENT and it is approved by the Secretary of Defense.

## **ARTICLE 37 SUPPLEMENTAL AGREEMENTS**

**SECTION 1. AUTHORITY OF THE MASTER AGREEMENT.** This document is a MASTER AGREEMENT for the PARTIES. The PARTIES recognize that certain provisions of this AGREEMENT may be either too broad in scope or too restrictive in nature for individual command(s) to function efficiently. It is further recognized the local Labor/Management Forum may need to address issues not covered in the AGREEMENT. If this is determined by the properly chartered respective local Labor/Management Forums to be the case, action to address this concern may be taken in the form of Supplemental Agreements, Memoranda of Understanding (MOU), or local procedures drafted and adopted by that local Labor/Management Forum. Any Supplemental Agreements shall not delete, modify, nullify or conflict with any provision, policy or procedure in this AGREEMENT as they apply to the remaining PARTIES.

**SECTION 2. INTERPRETATION AND APPLICATION OF THE MASTER AGREEMENT.** Any third-party interpretation and/or application of this AGREEMENT, which is initiated and processed by the PARTIES at the individual command level, shall only be binding upon the individual command.

**SECTION 3. EXISTING LOCAL LABOR-MANAGEMENT AGREEMENTS.** Command Agreements currently in effect which do not conflict with this MASTER AGREEMENT shall remain in force and effect until a new Supplemental Agreement, MOU, or local procedure has been negotiated.

**SECTION 4. APPROPRIATE MATTERS FOR LOCAL NEGOTIATION.** All matters not in conflict with this AGREEMENT and identified by the respective Labor/Management Forum(s) are appropriate for negotiations at the local level and shall only be binding upon the PARTIES at that command. The PARTIES agree that there are unique work requirements for employees such as firefighters, childcare workers, healthcare personnel, police and security personnel, etc. The PARTIES further agree that issues for these employees are appropriate matters to be negotiated in the respective Labor/Management Forum(s) as discussed in Article Four.

**SECTION 5. ONE SUPPLEMENTAL AGREEMENT AT EACH COMMAND.** There shall be a single Supplemental Agreement at each command covering all EMPLOYEES represented by the respective local Labor/Management Forums. This does not preclude the establishment of regional MOA's/MOU's.

**SECTION 6. NEGOTIATION PROCEDURES.** The PARTIES agree to negotiate using Interest Based Bargaining techniques and the Good Government Standard.

**SECTION 7. DURATION OF SUPPLEMENTAL AGREEMENTS.** Supplemental Agreements shall expire on the expiration date

# APPENDIX 1

## GRIEVANCE FORM

### GRIEVANCE RECORD, STEP 1

FORMAL

**Instructions:**

1. Follow procedures and time limits contained in Article 32 of Negotiated Agreement.
2. Employee completes original and retains one copy.
3. Distribution: Original copy to second level supervisor.
4. Upon completion of sec. 2: Second level supervisor returns original to employee, furnishes signed copy to the appropriate Union Representative.
5. Follow same distribution at each level.
6. Upon final decision at step 3: Forward one copy to HRO HRD.

**SECTION 1 - GRIEVANCE SUBMISSION - STEP 1**

FROM: (EMPLOYEE'S NAME)	EMPLOYEE REP.	DIVISION
TO: (SECOND LEVEL SUPERVISOR)	DELIVERED BY: (INDIVIDUAL)	DATE DELIVERED
DATE SUBMITTED TO 1ST LEVEL SUPV.	1ST LEVEL SUPV NAME	DATE OF REPLY

**GRIEVANCE:**

On the above date, I presented a grievance to my supervisor. The reply was not satisfactory. The following alleged violation of the Negotiated Agreement article(s) \_\_\_\_\_ section(s) \_\_\_\_\_ which occurred on \_\_\_\_\_ is grieved. (Or Instruction / Rule / Law No. \_\_\_\_\_ Title / Subject \_\_\_\_\_)

Chapter \_\_\_\_\_ Paragraph \_\_\_\_\_ Section \_\_\_\_\_ Other \_\_\_\_\_

**FACTS SURROUNDING MY GRIEVANCE ARE AS FOLLOWS: (WHO, WHAT, WHEN, WHERE, HOW?)**

**RELIEF REQUESTED:**

ADDITIONAL INFORMATION (is/is not) ATTACHED: (Use additional sheets as required)

SIGNATURE OF EMPLOYEE AND/OR REPRESENTATIVE      DATE

SECTION 2 STEP 1 DECISION

DATE \_\_\_\_\_ I MET AND DISCUSSED THE GRIEVANCE WHICH IS DESCRIBED ON THE REVERSE SIDE. MY DECISION IS AS FOLLOWS:

ADDITIONAL INFORMATION (is/is not) ATTACHED: (Use additional sheets as required)	
COPY RECEIVED BY (Signature and Date)	SECOND LEVEL SUPERVISOR (Signature and Date)

**GRIEVANCE RECORD, STEP 2**

Instructions: Follow distribution procedures from step 1	
Name of Third Level Supervisor:	
SATISFACTORY SETTLEMENT OF THE GRIEVANCE WAS NOT REACHED AT STEP 1, THEREFORE THE GRIEVANCE IS REFERRED TO STEP 2.	
SIGNATURE OF EMPLOYEE AND/OR REPRESENTATIVE AND DATE	

**STEP 2 DECISION**

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ADDITIONAL INFORMATION (is/is not) ATTACHED: (Use additional sheets as required)	
COPY RECEIVED BY (Signature and Date)	THIRD LEVEL SUPERVISOR (Signature and Date)

**GRIEVANCE RECORD, STEP 3**



Instructions: Follow distribution procedures from step 1

To: Commanding Officer/Designee

SATISFACTORY SETTLEMENT OF THE GRIEVANCE WAS NOT REACHED AT STEP 2, THEREFORE THE GRIEVANCE IS REFERRED TO STEP 3.

SIGNATURE OF EMPLOYEE AND/OR REPRESENTATIVE AND DATE

**STEP 3 DECISION**

DATE \_\_\_\_\_ I MET AND DISCUSSED THE GRIEVANCE WHICH IS DESCRIBED ABOVE.

ADDITIONAL INFORMATION (is/is not) ATTACHED: (Use additional sheets as required)

COPY RECEIVED BY (Signature and Date)

COMMANDING OFFICER/DESIGNEE (Signature and Date)

**GLOSSARY OF TERMS**

**5 CFR:** The section of the Code of Federal Regulations that pertains to government-wide civilian personnel issues.

**ADR:** (Alternative Dispute Resolution). A process designed to settle a dispute without litigation or administrative adjudication. The Forum Partnership process emphasizes use of alternate dispute resolution processes.

**AFGE:** American Federation of Government Employees herein after referred to as the UNION.

**ARBITRATION:** Method of settling disputes through an impartial third party.

**CEAP:** (Civilian Employee Assistance Program). A professional and confidential counseling service available to federal civilian personnel and their families.

**EMPLOYEES:** All individuals covered by bargaining unit(s).

**EMPLOYERS:** Naval Station, Mayport, FL; Naval Air Station, Cecil Field, FL; Naval Air Station, Jacksonville, FL; Navy Drug Screening Laboratory, Jacksonville, FL; Naval Hospital, Jacksonville, FL; Fleet and Industrial Supply Center, Jacksonville, FL; Navy Public Works Center, Jacksonville, FL, Supervisor of Shipbuilding, Conversion and Repair, USN, Jacksonville, FL; Naval Air Station, Key West, FL, Naval Submarine Base, Kings Bay, Georgia; and Trident Training Facility, Naval Submarine Base, Kings Bay, Georgia, Resources Management Department, Commander Navy Region Southeast, Jacksonville, FL; Naval Ambulatory Care Center , Kings Bay, GA (Naval Hospital, Jacksonville, FL); Naval Weapons Station, Charleston, SC; Branch Medical Clinic, Key West (Naval Hospital Jacksonville, FI); Atlantic Ordnance Command, Detachment, Charleston, SC; Public Works Center Jacksonville, Charleston Zone, Charleston, SC; Public Works Department, Naval Station Roosevelt Roads, Puerto Rico; Naval Construction Battalion Center, Gulfport, MS.

**EXCUSED ABSENCE:** Any leave/absence that has been approved.

**EXECUTIVE ORDER:** Presidential Executive Order 12871 of 1 October 1993 that implements labor and management partnership processes.

**FEFFLA:** (Federal Employees Family Friendly Leave Act). The act that allows federal employees to use sick leave to care for

family members and to arrange/attend funerals of family members.

**FLRA:** (Federal Labor Relations Authority). An administrative organization appointed by the President whose functions include making decisions on appropriate bargaining units, deciding unfair labor complaints, resolving exceptions to an arbitrator's award and conducting representation elections.

**FMLA:** (Family Medical and Leave Act). The act that entitles federal employees to paid or unpaid leave for illness or to care for family members.

**GOOD GOVERNMENT STANDARD:** A guideline creating a government that works better and costs less by bargaining collectively in good faith and promoting increased quality and productivity, customer service, mission accomplishment, efficiency, quality of work life, EMPLOYEE empowerment, improved organizational performance and military readiness.

**GRIEVANCE:** A complaint filed by an EMPLOYEE, the UNION, or an EMPLOYER alleging that a collective bargaining agreement has been violated or that a law, rule or regulation has been misinterpreted or misapplied.

**HRDO:** (Human Resources Department Office)). The servicing office responsible for providing civilian personnel services to the PARTIES.

**IBB:** (Interest Base Bargaining). A process for bargaining based upon joint problem-solving techniques in a non-adversarial approach.

**KALKINES RIGHTS:** The ruling that mandates Federal Employee participation during administrative interviews or investigations, providing the EMPLOYEE has been given assurance that any disclosures will not be used in civil prosecution.

**LABOR MANAGEMENT FORUM:** A relationship in which Union and Management partners work together jointly to share ideas and resolve problems.

**MASTER AGREEMENT:** A single written agreement covering multiple commands negotiated by the EMPLOYERS and the UNION defining conditions of employment for UNIT members and the rights and obligations of the EMPLOYERS, UNION and the EMPLOYEES.

**MIRANDA RIGHTS:** The ruling that provides constitutional guarantees against self-incrimination and prosecution without representation.

**MOU/MOA:** (Memorandum of Understanding/Agreement). Signed agreement between the PARTIES having the same force and effect as the Master Agreement.

**NOTIFY:** To inform by verbal or written communication.

**OWCP:** (Office of Workers Compensation). The division within the Department of Labor responsible for adjudication of occupational illness or injury claims.

**PARTIES:** Joint reference to the EMPLOYERS and the UNION.

**PARTNERSHIP:** A Union/Management relationship established by Executive Order 12871 creating an environment in which Union and Management partners work together jointly to share ideas and resolve problems.

**PARTNERSHIP COUNCIL:** A committee consisting of the PARTIES established at the appropriate level to implement all aspects of Executive Order 12871.

**PAST PRACTICE (Written or Unwritten):** Existing practices that have become a condition of employment through long-term general use and acceptance.

**PEN AND INK:** A method of annotating minor changes to the official position description.

**STATUTE:** Federal Labor-Management Relations, Chapter 71, Title V, United States Code.

**SUPPLEMENTAL AGREEMENTS:** An addendum to the Master Agreement.

**ULP:** (Unfair Labor Practice). Actions specified in 5 USC 7116 which agency management and a labor union must avoid in dealing with each other.

**UNION:** American Federation of Government Employees, AFL-CIO Local 2453, 2010, 1845, 1566, and 696, 2298, 531, and 2053.

**UNITS:** Groups of EMPLOYEES designated by the Federal Labor Relations Authority as appropriate for representation by a labor union for purposes of collective bargaining.

**WEINGARTEN RIGHTS:** The ruling that allows EMPLOYEES the right to request union representation during certain administrative interviews and investigations.

back to [Table of Contents](#)