

NAVSUP FLEET LOGISTICS CENTER PUGET SOUND



NAVSUPFLCPS- BMTC

Negotiated Agreement

August 13, 2012



Agreement between

NAVSUP Fleet Logistics Center

Puget Sound

Bremerton , Washington

and

Bremerton

Metal Trades Council

2 August 2012

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PREAMBLE

This agreement is made by and between the NAVSUP Fleet Logistics Center Puget Sound, Bremerton, Washington, hereinafter referred to as the "Management" and the Bremerton Metal Trades Council, hereinafter referred to as the "Union."

WITNESSETH

1 In accordance with the provisions of Title 5 of the United States Code, Chapter 71,
2 hereinafter referred to as the Statute, and in consideration of the mutual covenants
3 herein set forth, the parties hereto intending to be bound, hereby agree as follows:
4

5 WHEREAS the Congress finds that:
6

7 1) experience in both private and public employment indicates that the statutory
8 protection of the right of employees to organize, bargain collectively, and participate
9 through labor organizations of their own choosing in decisions which affect them:
10

- 11 a. Safeguards the public interest,
- 12 b. Contributes to the effective conduct of public business, and
- 13 c. Facilitates and encourages the amicable settlements of disputes between
14 employees and their employers involving conditions of employment, and
15

16 2) the public interest demands the highest standards of employee performance and
17 implementation of modern and progressive work practices to facilitate and improve
18 employee performance and the efficient accomplishment of the operations of the
19 Government, and
20

21 WHEREAS it is the intent and purpose of the parties hereto to promote and improve the
22 efficient administration of NAVSUP FLCPS and the well-being of employees within the
23 meaning of the Statute, to establish a basic understanding relative to personnel policies,
24 practices, procedures and employment, and to provide means for amicable discussion
25 and adjustment of matters of mutual interest which are discretionary with the
26 Commander.
27

28 Now, therefore, the parties hereby agree as follows:

ARTICLE ONE

RECOGNITION AND COVERAGE OF AGREEMENT

Section 101 Representation

Management hereby recognizes that the BMTC is the exclusive representative of all employees in the unit.

Section 102 Who Is Represented

The unit to which this Agreement is applicable is composed of all employees of Fleet Logistics Center Puget Sound in Washington State. Excluding all employees of the Fuel Department in Manchester, WA; all professional employees; management officials; supervisors; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

Section 103 Provisions Of This Agreement

The provisions of this Agreement shall be binding upon the parties for any new operation directed by management to the extent that such operations affect working conditions of unit employees, in accordance with applicable regulations.

Section 104 Responsibility

It is the responsibility of supervisors and union representatives to keep themselves apprised of the provisions of this Agreement.

ARTICLE TWO

RIGHTS OF MANAGEMENT

Section 201 Customary And Usual Rights

It is agreed that the customary and usual rights, powers, functions and authority of management are vested in officials of management subject to the obligations to the Union imposed by the Statute. Included in these rights is the right to determine the mission, budget, organization, numbers of employees and internal security practices of the organization and to hire, assign, direct, layoff and retain employees or to suspend, remove, reduce in grade or pay or to take other disciplinary action against such employees, to assign work, to make determinations with respect to contracting out and to determine the personnel by which activity operations shall be conducted. With respect to filling positions, management has the right to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source. It is management's right to take whatever actions may be necessary to carry out the agency mission during emergencies. Management will advise the union Chairperson of the nature of any such emergency.

Section 202 Reasonable Rules And Regulations

The right to make reasonable rules and regulations is an acknowledged function of management. In making rules and regulations relating to personnel policies, procedures, practices and matters of working conditions, management will consider the rights of the union and the employees under the provisions of this Agreement and the Statute and may bargain over appropriate arrangements for employees adversely affected by the exercise of management's rights.

ARTICLE THREE

RIGHTS OF EMPLOYEES

Section 301 Join And Assist The Union

Management and the union agree that employees in the unit shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal to form, join and assist the union and any other labor organization or to refrain from any such activity. Except as expressly provided hereinafter and in the statute the freedom of such employees to assist any labor organization shall be recognized as extending to the participation in the management of the union and the labor organizations and acting for the organization in the capacity of a union or an organization representative, including presentation of its views to the officials of the Executive Branch, the Congress or other appropriate authority. Management shall take such action, consistent with law or with directives from higher authority, as may be required in order to assure that employees are apprised of the rights described in this Article, and that no interference, restraint, coercion or discrimination is practiced within this Center to encourage or discourage membership in any labor organization.

Section 302 Detail Or Assignment

It shall be the intent of management that any employee covered by the provisions of this agreement and during the period the employee is in a pay status, shall not forfeit any benefits of this agreement while on temporary duty to another activity. Subject to impact and implementation or appropriate arrangements bargaining requests by the employee and the union, such employees will be expected to accept the physical conditions and to conform to the rules and regulations governing such matters as hours of work in effect at the temporary duty activity.

Section 303 Matters Of Personal Concern

Each employee shall have the right to bring matters of personal concern to the attention of appropriate officials of management and/or appropriate union representatives. Normally such matters should be initiated with the first-line supervisor or with a steward. Each employee shall have the right to file a grievance over management application or interpretation of any law, rule, regulation, practice, and this Agreement and each employee shall be protected in the exercise of such right.

Section 304 Union Representation

As hereinafter provided in this agreement employees of the unit may have union representatives present at discussions between themselves and supervisors or other representatives of management in matters of grievances and appeals, such as Defense Office of Hearings and Appeals (DOHA), the Merit Systems Protection Board (MSPB) formal disciplinary action and arbitration only as specifically called for in this Agreement and in the Statute. Employees serving as witnesses before Federal and judicatory bodies, such as the MSPB, have the right to the presence of union representation as set forth in 5 C.F.R. section 1201.32. Additionally, the union shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of

the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.

Section 305 Time To Confer

An employee must be granted a reasonable amount of allowed time to confer (either in person or by telephone) with a union representative about a work-related concern, as workload allows, within a reasonable amount of time.

Section 306 Membership Requirement

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

ARTICLE FOUR

RIGHTS OF THE UNION

Section 401 Union Rights And Responsibilities

The union has the right and responsibility to:

1. Represent the interests of all employees in the unit and initiate impact and implementation or appropriate arrangements bargaining relative to proposed changes in conditions of employment.
2. Present its views to management on matters of concern, either orally or in writing. Views should be presented at the lowest level possible or Labor Management Forum as appropriate.
3. Consult or be consulted with during the development of, and prior to the implementation of, civilian personnel matters and practices which affect unit employees and are within the authority or discretion of management. For the purposes of this agreement, consultation is defined as oral or written dialogue between management and the union concerning policies, procedures or programs relating to the working conditions of unit employees which are within the discretion of management. Management agrees to give objective consideration to the union's views prior to formal decision making. It is agreed that consultation is not, however, a joint decision-making process and need not necessarily result in agreement between management and the union.
4. Enter collective negotiations with the object of reaching an agreement applicable to all unit employees.

Section 402 Notified Of Adverse Or Disciplinary Actions

The union shall promptly be notified by management of any written grievances received from adverse or disciplinary actions taken against employees of the unit in accordance with the provisions of this agreement. At adverse action hearings held by the Merit Systems Protection Board where the union is acting as the employee's representative of record, the union representative, if a FLC Puget Sound employee, and a technical advisor may be present in a pay status, as well as necessary appellants and witnesses and the witnesses' union representative under Section 304.

Section 403 New Employee Orientation

The union may provide a representative who will speak to new bargaining unit employees at new employee orientation regarding the union/employee relationship as it affects employees of the unit.

Section 404 Alphabetical And Organizational Listing

On request, management agrees to provide the union with an alphabetical and organizational listing of bargaining unit employee names and positions.

Section 405 Records Of Meetings

Management or union (as mutually agreed) will keep records of meetings between management officials and the union at which major policy decisions are discussed or made (i.e., regarding those items which may be the subject of FLCPS Instructions or Notices). Minutes of meetings between management officials and the union will not be kept by management when the subjects discussed are of a routine nature such as workload, application of general policies, etc. Minutes of the Labor Management Forum will be kept and distributed to members.

ARTICLE FIVE

PROVISIONS OF LAW AND REGULATIONS

Section 501 Conflict With Laws Or Regulations

Within the restrictions of Section 7116(a)(7) of the Statute, it is agreed and understood by management and the union that nothing in this Agreement shall be so interpreted as to conflict with existing or future laws or regulations of the Federal Government including policies set forth in the Federal Personnel regulations, by published Department of Navy policies and regulations in existence at the time of the Agreement's approval and by subsequently published Department of Navy policies and regulations required by law or by the regulations of appropriate authorities or authorized by the terms of a controlling agreement at a higher agency level.

Section 502 Directives

All unit members at FLCPS are subject to FLCPS instructions in existence at the time this agreement was approved, as well as subsequently published FLCPS instructions. Subsequent instructions affecting personnel policies, practices and conditions of employment will be processed in accordance with procedures in Article 6, Section 601. Where the language of this agreement and the language of an instruction in existence at the time of the agreement are in conflict, this agreement will take precedence. Management further agrees to advise the union of any directive which affects any of the terms and conditions of this agreement and which alters its discretionary authority with regard to any item within this agreement.

Section 503 Midterm Bargaining

When the FLRA interprets contract language as it relates to the statute in a manner which negates the intent of our Agreement, the parties agree, on request of either party, to begin midterm bargaining to resolve the issue.

Section 504 Agreement Invalidity

Should any Federal law or court hold any provisions of this agreement invalid, it shall immediately be deemed inapplicable, but other provisions of the contract will remain in force. Further, the parties shall meet promptly to negotiate appropriate amendments to such affected provision or provisions.

Section 505 Union Bargaining Rights

The parties agree that no waiver of statutory union bargaining rights, either expressed or implied, will be invoked for the purpose of avoiding collective bargaining on any matter within the authority granted under the Statute.

ARTICLE SIX

APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 601 Appropriate For Negotiation

It is agreed and understood by both parties that matters appropriate for negotiation are personnel policies, practices, procedures, and matters affecting general working conditions within the unit which are within the discretion of the employer, so far as may be appropriate under applicable laws and regulations. These include, but are not limited to, such matters as safety, labor/management relations, employee services, methods of adjusting grievances, appeals, leave, merit staffing plans, demotion practices, and reduction in force practices. Prior to implementing changes in matters appropriate for negotiations, the Employer will notify the union of the change and the proposed effective date. Nothing in this section shall alter the rights and obligations of the parties to negotiate under the Statute as set forth in this agreement.

Section 602 Existing Or New Benefits, Policies, Practices, And Procedures

It is further agreed and understood that management will consult and meet with the union to discuss changes being considered in existing or new benefits, policies, practices and procedures affecting unit employees in accordance with pertinent precedents established by the FLRA under the statute. Notification of changes in conditions of employment will be made, in writing, only to the union chairperson or, in the chair's absence, the president of the BMTC. The union will have five (5) workdays to advise management, in writing, if they desire to consult on the matter. If the union does not respond, management is free to implement the new or revised policy or rule.

Section 603 To Advise, Discuss, Or Consult

It is further recognized that this agreement does not alter the responsibility of either party to advise, discuss or consult regarding matters concerning working conditions not covered by this Agreement, but falling within the rights and obligations of the parties to negotiate under the Statute as set forth in this Agreement. If the union elects to negotiate concerning the change, the employer will schedule a meeting for the purpose of such negotiations. The parties shall meet at the designated time and place and negotiate in good faith in accordance with their obligations under 5 U.S. Code 7114(b). Should the parties fail to reach agreement, either party may invoke impasse proceedings.

Section 604 Labor Management Forum

It is agreed that both parties will continue support of and participation in a Labor Management Forum. In accordance with the established charter and the LMF Memorandum of Understanding between management and the union, both parties will ever strive to improve methods and effectiveness of communications, incorporate more effective and efficient processes for dispute resolution, find ways of improving union-

management business efficiency, and employ the principles of interest-based bargaining for all matters requiring negotiation. Decisions and actions of the LMF will not void or modify any portion of this agreement without being negotiated within the prescribed requirements herein.

ARTICLE SEVEN

UNION REPRESENTATION

Section 701 Labor Management Forum

The Labor Management Forum is empowered to act on behalf of the Command to discuss pre-decisional matters and address and attempt to resolve labor-management-relations issues. The Labor Management Forum will meet to discuss ongoing matters of mutual concern, issues and solutions and will at least consist of the Command management designee, the BMTC chairperson, and a representative of HRO. The Command management designee will chair the forum. Either party may invite representatives to any of these meetings. Union and management will give each other notice of any invited guests and agenda items at least one (1) working day prior to the scheduled meeting. Detailed meeting notes will be taken and disseminated to the LMF members.

Section 702 Stewards At Large

BMTC Stewards are listed as stewards at large and do not specifically serve zones. The union will maintain a listing of core stewards and alternate stewards. The Chairperson will assign the core stewards to each case that arises. The union will make every attempt to distribute the stewards as fairly across the organization as possible and maintain an equitable balance within the core to cover both GS and WG employees. The union agrees that every effort will be made to have the designated steward or alternate attend meetings with management. Union and management agree to negotiate the number of core stewards to reflect the number of unit personnel on station.

Section 703 Stewards Shall Represent the Union

Subject to the exceptions in Sections 703 and 2004, the stewards shall represent the union and the employees in meeting with officials of management to discuss appropriate matters of mutual interest. If an employee is moved to another area, the employee may have the assistance of the steward assigned when the grievance occurred, or the steward in the area in which the employee is presently working. The stewards may receive and investigate to conclusion, complaints or grievances of employees, including themselves, on allowed time and thereafter advise employees of rights and procedures outlined in this agreement and applicable regulations or directives for resolving the grievances or complaints without a grievance being made by an individual employee. In the investigation of a grievance or complaint, the employee and/or steward will, in accordance with the grievance time frames set forth in this agreement, contact the management official involved in order to identify, in general terms, the nature of the problem. Grievances and complaints will not be solicited by the union unless a contract violation is suspected. Solicitation of memberships and activities concerned with the internal management of labor organizations such as the collection of dues, membership meetings, campaigning for officers, conducting of elections and distribution of literature or authorization cards will not be conducted during working hours nor while employees are in a duty status. Assigned stewards will normally handle

labor-management relations matters at the work area, branch or division, while the Chairperson will normally handle contacts with officials of management above the division level.

Section 704 Allowed Time

The Chairperson, stewards or alternate stewards and employees are authorized to use allowed time for the following categories of labor-relations-associated work:

- Negotiations
- Mid-term negotiations
- Labor-management relations
- Grievances and appeals

The union will guard against the use of excessive time in the handling of such matters. Management acknowledges the need for official time for the union to discharge its representational duties. Time will be recorded in the timekeeping tool currently in use by FLCPS. If management believes an individual is abusing the allowed time privilege, management will discuss the matter with the union.

1. All stewards and alternate stewards will be allowed one work day per year for stewards training. An additional work day of training will be allowed in years a new agreement is implemented. This regular training can accumulate up to a maximum of 2 days.
2. The union will be allowed to attend training sessions conducted by OPM and FLRA, Federal Mediation and Conciliation Service, etc., which are of mutual benefit to management and the union.
3. The union will be allowed training time for one steward who will go to safety training which is mutually determined by the safety officer and the steward involved, as beneficial to the mission of FLCPS.

Section 705 Seek Permission

Except during formal break periods, stewards and Conference Committee members, prior to leaving their work areas, will seek permission from their supervisors, or designated representative, if available. Contact between employees and representatives of the union will normally take place in the immediate vicinity of the employee's assigned work area. Management will consider such requests for meetings. Prior to entering another supervisor's work area, the steward will contact the supervisor or designated management representative to advise the supervisor that the steward is investigating a labor-management problem and will identify the employee to be contacted. Union representatives other than FLCPS employees will follow like procedures.

Section 706 Union Chairperson

The Chairperson will perform the following duties:

- Assign stewards.
- Make individual case assessment and assign the appropriate steward to the case.
- Provide technical guidance and assistance to stewards in handling grievances and actively participate in hearings.
- Research and investigate alleged adverse workplace environments and mediate or resolve as applicable.
- Provide technical guidance and assistance to management representatives on labor related issues as requested by management.
- Research labor-related laws and regulations. Stay abreast of changes to applicable government regulations.

The Chairperson for the union, or written designee, will be the sole point of contact in all matters of personnel policies, practices, procedures and matters affecting conditions of employment at FLCPS. In case of absence of the Chairperson, the union will designate an alternate point of contact.

Section 707 Required Certifications

The Chairperson may maintain all required certifications of their positions with their parent division if possible, being available for support as feasible. Management acknowledges that the nature of the representatives' duties may demand the majority of the Chairperson's daily time. Management and union officials agree that representatives will have a reasonable amount of time to conduct the business of Sections 701 through 713.

Section 708 Changes in Assigned Shift or Work Area

Changes in assigned shift or work area which may impact a union steward or official's ability to perform union duties will be discussed with the union prior to such changes taking place. Management will consider requests from the union to avoid specific actions when it is shown that such actions will negatively impact upon their duties as union representatives. Management agrees upon request of the union to consider the work-area reassignment of personnel to accommodate assignment of stewards. Such reassignments must be consistent with workload and occupational skills.

Section 709 Necessary Records and Papers

Management agrees that space within the installation, when it can be made available by the area supervisor, may be used by the stewards to keep necessary records and papers for the purpose of representing employees.

Section 710 Conference Area

In the event a conference area is desired for discussions between a union steward and a unit employee, management agrees to provide space when available. Space must be requested in advance to facilitate scheduling of joint-use conference areas.

Section 711 Time to be Interviewed

Employees will be allowed a reasonable amount of time to be interviewed by the union as witness in arbitration, appeal cases, and in union investigations pertaining to work place environment issues.

Section 712 Distributing Copies of this Agreement

Management agrees to distribute electronic copies of this agreement to all unit employees. A copy of this agreement shall be made available to each newly hired bargaining unit employee as part of the employee's orientation. If a bargaining unit employee does not have computer access, management agrees to provide a hardcopy upon request.

Section 713 Newly Hired Unit Employees

Management agrees that all newly hired unit employees will have a place on their check-in sheet for the Chairperson's initials. Another steward may initial the sheet in the Chairperson's absence.

ARTICLE EIGHT

WORK SCHEDULES

Section 801 Administrative Workweek

The administrative workweek is the calendar week 0000 Sundays through 2400 Saturdays. Normal start and stop times will be in accordance with the timekeeping manual. Except as set forth below, the basic workweek consists of five consecutive 8 hour days, Monday through Friday, followed by two days off. Basic workweeks other than Monday through Friday may be established to meet the operational demands of FLCPS.

Section 802 Family-Friendly Work Arrangements

In the spirit of providing family-friendly work arrangements, Management will consider Alternate Work Schedule (AWS) requests whenever possible within mission constraints. Any employee may request an AWS.

Section 803 Purpose of Alternate Work Schedule

The purpose of AWS is to enable managers and supervisors to meet program goals while, at the same time, allowing employees to be more flexible in scheduling their personal activities, including pursuing advanced degrees and meeting family needs. Providing flexible scheduling of working hours and telecommuting improves morale and reduces stress by giving employees more options to balance work and family demands. This enhances both hiring and retaining quality employees.

Section 804 Alternate Work Schedule Policy

1. The AWS is offered on a voluntary basis to full-time career and temporary employees of FLCPS as set forth above. Work schedules for employees not approved for AWS will be established per current Negotiated Agreements or FLCPS timekeeping procedures as applicable. It is understood that when changing work groups, employees' Alternate Work Schedules may have to be changed to complement the schedules of co-workers and accomplish the mission of the affected work units.
2. Some projects or assignments may require that employees work a schedule other than their normal assigned schedules for the duration of that project or assignment.
3. Supervisors shall continually evaluate all positions for impact on efficient mission or function accomplishment.

Section 805 AWS Procedures

1. In establishing an employee's work hours, primary consideration is given to efficient mission or function accomplishment, as well as other considerations set forth in applicable regulations. Management will also consider safety, technical/supervisory coverage, family-friendly policies and employee morale when establishing work hours and Alternate Work Schedules. AWS procedures are detailed in the FLCPS

“Alternative Work Schedules” instruction.

2. Participating employees will have their regular work hours and the designation of shifts entered in the timekeeping system.

3. In order to prevent disruptions to routine Command functioning, schedule changes must be kept to a minimum. An employee desiring to permanently discontinue participation in the AWS program should submit a written request to his or her immediate supervisor. The request should specify the desired change and include the desired effective date.

4. Employees who submit a request for an AWS in writing will receive a written response if requested. If the request for an AWS is denied, the supervisor will provide to the employee specific and explicit reasons for declining approval of such requests.

Section 806 Alternate Work Schedule TDY Situations

Management is responsible for anticipating fluctuations in an employee's work schedule to provide for 80 hours of work in each pay period. Therefore an employee will change to the basic workweek for the entire pay period(s) during which temporary duty (TDY) is projected.

Section 807 Compressed Work Schedule (CWS)

A compressed work schedule (CWS) enables a full-time employee to complete the basic biweekly work requirement of 80 hours in fewer than 10 workdays.

Section 808 CWS & Training Situations

An alternate work schedule does not normally apply to individuals attending schools, training courses, conferences, etc., where the basic workweek schedule is used. For those pay periods involving training of this nature, the employee will normally work five 8 hour days. However, if an employee is attending training within the local area, or is commuting on a daily basis to training, it may be possible to remain on a compressed work schedule, (dependent upon availability of work and workspace).

Section 809 CWS & Deviation from the Workweek Or Hours

1. Any deviation from the workweek or hours of work set forth in Section 801 above shall be made in accordance with applicable laws and government-wide regulations and the provisions for Alternate Work Schedules as set forth below:
2. The range of hours during which an employee may be authorized to work is the employee's tour of duty. All employees are expected to be at work or in an approved leave status during their work schedule.
3. Alternate Work Schedules may be utilized if requested by the employee and approved by management. Management will consider requests from employees to affect changes in their shift hours and these requests may be granted by the appropriate supervisor. Management will also consider short-term changes of shifts

81 to accommodate special needs or desires expressed by employees subject to the
82 same considerations. Management may make minor changes in shift hours to
83 accommodate individuals.

- 84
- 85 4. The employee will normally remain on that shift for 60 days before the employee can
86 request a change to another shift. An employee may request to change his/her shift
87 after 60 days. This must be accomplished by notifying his or her supervisor in
88 writing. Management shall notify the employee of the approval or denial of the
89 request prior to the requested start date.

90 **Section 810 Flextime**

- 91 1. The flextime program includes civilian employees of FLCPS and its annexes.
92 This system allows employees to select and vary their arrival and departure
93 times.
94
- 95 2. The following basic requirements must be met:
96
- 97 a. Each participating employee must account for an eight (8) hour day.
98
- 99 b. Each participating employee must be present during core hours. Core
100 hours are defined as 0830 – 1430 hours.
101
- 102 3. Management has the right to determine which employees will be excluded from
103 participation in the flextime program and for what periods of time their exclusion
104 is effective. Employees excluded will be provided with as much advance written
105 notification as possible, taking into consideration the employees' circumstances
106 and the workload requirements. An employee may grieve the exclusion through
107 the negotiated grievance procedure.
108
- 109 a. Permanent exclusion: If the employee's presence on duty during the
110 basic shift is essential for the maintenance of FLCPS operations and
111 efficiency; if the employee has abused the flextime program; if they are
112 part-time employees working less than eight (8) hours per day.
113
- 114 b. Temporary exclusion: If the employee is required to travel or is on
115 TAD/TDY or if employee participation would conflict with training.
116
- 117 4. Employees participating in flextime will: Post arrival and departure times
118 including break for lunch if taking more than 30 minutes.

119 **Section 811 Changing the Days of Basic Workweek or Shift Hours**

120

121 When changing the days of an employee's basic workweek or shift hours without
122 employee concurrence, management will normally give notice to the employee and
123 union at least seven (7) calendar days before the first administrative workweek affected
124 by the change. The days of an employee's basic workweek shall not be changed for any

period of less than one (1) full week except under the special circumstances described above and in applicable regulations. It is recognized that certain working conditions do not permit the full notice period. The number of employees assigned to a workweek other than Monday through Friday will be the minimum necessary to perform the functions. Non-work days of employees will be consecutive.

Section 812 Lunch

Normally, employees will be granted 30 minutes for lunch. Exceptions are as follows:

1. In the event management requires employees to work through their regular lunch period, employees will be given time to eat at a time agreed upon by the employees and their supervisors.
2. If, as a result of unforeseen circumstances, the employee is required to eat lunch on the job and food is not available at the job site, the supervisor, if possible, will see that appropriate arrangements are made for the employee to obtain food at the employee's expense.
3. In the event management requires an employee to forego the lunch period and the employee works all of the work-shift, including the lunch period, all time worked in excess of the normally scheduled hours in the workday will be considered overtime.
4. Under special circumstances, management may allow employees to forego their lunch break thereby shortening their work-shift by the time normally allotted for lunch.

Section 813 Work-Hours, Unusual Circumstances

Where workload cannot be scheduled during normal work-hours, employees may volunteer to shift their hours of work to accommodate the workload.

Section 814 Assignment to Swing and Graveyard Shifts

Management agrees that assignment of employees to the swing and graveyard shifts will be made in accordance with management's analysis of the work requirements and the qualifications of all persons available. Consideration will be given to volunteers and to employees adversely impacted by such assignments.

Section 815 Non-Clocking Privileges

All employees will be extended non-clocking privileges except in situations involving overtime or compensatory time or if they are participating in flextime. Clocking may be required in situations where no supervisor will be working a back-shift to provide attendance verification.

Section 816 End of Each Shift

Time will be allowed, as determined by management, prior to the end of each shift for protection of government property and equipment. Management will provide suitable facilities for protection and stowage of materials and equipment.

Section 817 Breaks

There will be a 15 minute break during the first half of the work shift and a 15 minute break during the second half of the work shift for all unit employees. When an employee is required to work an extended period of time beyond his or her normal shift, the employer will consider allowing reasonable rest breaks depending on the nature of the work and the safety and personal health needs of the employee.

ARTICLE NINE

OVERTIME

Section 901 Overtime Assignments

Whenever possible, overtime assignments will be distributed fairly among employees determined by management to be qualified to perform the work. If an employee is relieved of an overtime assignment at the employee's request, the hours of overtime declined will be considered as overtime hours worked for purposes of determining the equity of distribution. Since compensatory time for non-exempt employees is strictly voluntary, management agrees that no overtime work assignments will be required as compensatory time to avoid the payment of overtime compensation.

Section 902 Notice of Overtime

In the assignment of overtime, management agrees to provide the employee a minimum of one scheduled full workday notice of scheduled overtime. As soon as the need for unscheduled overtime is known, management will promptly notify all affected employees and further agrees to give due consideration to the employee's personal circumstances, subject to the paramount requirements of fulfilling the mission of the installation. Confirmation of instructions to report for overtime will be given no later than the start of the lunch period on the last scheduled shift before the overtime commences. The union recognizes that in special cases, such as the breakdown of equipment or other urgent requirements, little or no advance notice may be possible.

Section 903 Irregular or Occasional Work on an Overtime Basis

Management agrees to consider employees' requests to provide at least 4 hours of work to an employee who is required to perform irregular or occasional work on an overtime basis on a nonscheduled workday. It is recognized that in cases of emergency, such as restoration of utilities, etc., less than 4 hours may be provided. Where the services of the employee are not required for 4 full hours, overtime will be paid in accordance with the "callback" provisions of OPM regulations and other applicable regulations which provide for a minimum of 2 hours pay.

Section 904 Qualifying for Overtime

If an employee is in a work status during any part of a normal workday the employee may work overtime on that day or the following day. Employees in an approved leave status prior to overtime will not be denied their opportunity for weekend overtime assignments, if present during solicitation of the overtime or arranged in advance.

Section 905 Inspection of Existing Overtime Records

Management agrees to allow inspection of existing overtime records by stewards to the extent necessary for determination of alleged inequities in overtime distribution. Such requests will be kept to a minimum by the union.

41 **Section 906 Overtime Policy**

42 When an employee is scheduled to work 8 hours of overtime which is not a continuation
43 of the regular work shift, the following policy will apply:

- 44
- 45 1. If the employee is not notified that work is not available prior to reporting for work,
46 the employee will be provided 2 hours of work.
 - 47
 - 48 2. When there is a continuation of an employee's regular scheduled work shift and it is
49 anticipated the continuation of work will last 2 hours or more, employees shall be
50 provided a break period at the end of the regular shift and every 2 hours thereafter.
 - 51

52 **Section 907 Scheduling of Representational Activities**

53 Management and the union recognize that union representational activities should be
54 scheduled during normal work hours, and that overtime is not authorized for union
55 duties.

ARTICLE TEN

HOLIDAY WORK

Section 1001 Holiday Work, Assignment

In so far as practicable and in keeping with management's need for holiday work, assignment to holiday work shall be made by following the procedures specified in this Agreement.

Section 1002 Legal Public Holidays

The following are legal public holidays and will be observed as prescribed by Federal law:

1. New Year's Day
2. Birthday of Martin Luther King, Jr.
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Christmas Day

ARTICLE ELEVEN

WAGE SURVEYS

Section 1101 Wage Surveys

It is agreed that management will forward promptly to the proper authorities, properly documented requests for wage surveys submitted by the union and will notify the union as soon as possible as to the date such wage surveys will be conducted.

Section 1102 Time Allowed

Time allowed during working hours may be granted to not more than one employee for each benchmark trade, for the purpose of appearing before the Wage Survey Committee to make a presentation on behalf of the employees in the unit concerning wage survey coverage. Management will consider the unions' suggestions on the selection of the bargaining unit employee to appear before the Wage Survey Committee. Such allowed time will be limited to 3 hours per appearance.

Section 1103 Wage Survey Data Collectors Pay

Wage survey data collectors will be paid regular and overtime pay for all work officially authorized and approved which is performed by them in the course of their duties as data collector. Other expenses will be paid in accordance with applicable regulations.

ARTICLE TWELVE

SICK LEAVE

Section 1201 Accrued Sick Leave

Accrued sick leave shall be granted employees when they are incapacitated for the performance of their duties by sickness, injury or pregnancy and for medical, dental or optical examination or treatment or in accordance with circumstances described in the Family Medical Leave Act (FMLA) and other applicable regulations.

Section 1202 Notify, or Cause to be Notified

Unless physically incapacitated from so doing, an employee who is absent on account of illness will personally notify, or cause to be notified, on the first day of sick leave during the week unless otherwise arranged, the designated supervisor no later than 2 hours after the start of the employee's or supervisor's work shift, whichever is later. If an employee expects to be absent more than one day, the employee will advise the supervisor of the expected date of return. Where the employee so advises the supervisor, daily reports may not be necessary unless required by management. Employees assigned to service functions such as transportation and utilities will call or, cause to be notified, the supervisor within a reasonable time prior to the start of their assigned shift. Failure of employees to comply with these procedures will not by itself result in sick leave disapproval which will take place only when evidence of the employee's illness is insufficient under pertinent laws and regulations. If the supervisor or representative is not available, the caller will leave a telephone number where the employee can be reached in case it is necessary to discuss work in progress or the expected duration of the illness. The employee retains the responsibility for assuring that notification is made regardless of whether it is made personally. When an absence extends from one workweek to another, the employee must notify the supervisor, or the designated supervisor, on the first workday of each week until return to duty, unless under a doctor's care for an extended period. The fact that notification occurs does not automatically constitute sick leave approval. Request for sick leave for medical, dental or optical examination or treatment shall be submitted for approval prior to the beginning of the leave unless otherwise arranged with the supervisor. Supervisors may request additional information on which to make leave determinations. Failure to furnish the nature of the illness may not, by itself, serve as a basis for disapproval of the leave. Prior to taking disciplinary action, the supervisor will discuss the circumstances of the absence with the employee. The employee will be given an opportunity to consult with the union representative, if they request to do so.

Section 1203 Medical Certificates

Evidence in support of Sick Leave (Medical Certificates) (I) In accordance with 5 CFR 630.403(a), the Employer may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. The employer may consider an employee's self certification as to the reason for his or her absence as administratively acceptable evidence, regardless of the duration of the absence. The employer may also

require a medical certificate or other administratively acceptable evidence as to the reason for an absence in excess of three (3) workday/shifts, or for a lesser period when the employer determines it is necessary. The employee must provide administratively acceptable evidence or medical certification for a request for sick leave no later than 15 calendar days after the date the employer requests such medical certification. If the employer has reason to believe that an employee may be abusing the sick leave privilege, the employer may advise the employee via a Letter of Requirement that all future requests for unscheduled sick leave must be supported by a medical certificate verifying incapacitation. Medical certificates, when required, will specify when the employee may return to duty. When a supervisor suspects that an employee is abusing sick leave, the employee will be orally advised of the suspected abuse. The employee may request union representation for the oral counseling. At the conclusion of the oral counseling, the employee may be advised, in writing, of the requirement to submit a medical certificate signed by a physician, practitioner or designated medical representative for each subsequent absence for illness. Medical certificates will not be required for holidays or days outside the employee's workweek.

Section 1204 Advance Sick Leave

Management may advance sick leave in accordance with applicable directives to career or career conditional employees who are incapacitated for duty because of serious illness or injury.

1. The maximum advance will not exceed 240 hours;
2. There is reasonable evidence substantiated by a statement from the medical officer or practitioner or private physician that the employee will be capable of returning to work and fulfilling the scope of the employee's normal duties;
3. Sick leave will not be advanced to an employee known to be contemplating separation by retirement or resignation, or has evidenced a pattern of un-responsible leave usage in the past.

Section 1205 Temporary Restricted Work

When an employee is assigned a temporary restricted-work classification, as determined by the Medical Officer, management will give good faith consideration to providing temporary limited duty assignments consistent with the prescribed restrictions. Should no such job be available for the duration of the restriction, the employee may elect to use sick leave or annual leave if available, leave without pay or apply for injury compensation as provided by law.

Section 1206 Alcohol and Drug Addiction

Management recognizes alcoholism and drug addiction as treatable illnesses. Sick or annual leave may be granted and/or advanced to an employee for the purpose of receiving treatment approved by management for alcoholism and drug addiction, provided the employee is complying with treatment requirements.

87
88 **Section 1207 Injured On the Job**

89 Employees injured on the job will be eligible for continuation of pay in accordance with
90 Office of Workers' Compensation Programs (OWCP) regulations. An employee who has
91 filed a claim with OWCP for continuation of pay may elect continuation of pay, or use
92 sick or annual leave, as appropriate, pending the decision by OWCP. Employees who
93 elect to use sick or annual leave in lieu of compensation may request to buy back leave
94 used for that purpose, after approval by OWCP.
95

96 **Section 1208 Right to Select A Physician**

97 In job-related injury situations, employees will be informed prior to medical treatment or
98 as soon as possible of their right to select a physician of their choice.
99

100 **Section 1209 Verifying Sick Leave Use**

101 In making visits to an employee's home for the purpose of verifying sick leave use, a
102 union representative will be notified and be allowed to accompany the management
103 official making the visit.

ARTICLE THIRTEEN

ANNUAL LEAVE

Section 1301 Requests for Planned Annual Leave

Employees will submit Annual Leave requests for periods of less than five days to the immediate supervisor or designated representative prior to the date for which the leave is requested.

1. The supervisor or designated representative will approve or disapprove the request within two working days of submission, taking into account the reason for the request, workload during the period covered by the request, and the employee's leave record.
2. Employees will submit leave requests for periods of two or more weeks at least 30 days in advance. Management will give such requests due consideration, subject to operational commitments and leave already scheduled.
3. Subject to workload, management will schedule leave for vacations of not less than two consecutive weeks for employees who earn 13 days of annual leave per year, and not less than three consecutive weeks for employees who earn 20 days or more, providing that the leave is available and that the leave was requested at least 30 days in advance.
4. When it is necessary to cancel previously approved leave of two weeks or more, the reason for the cancelation will be provided to the employee in writing upon request, and the employee will be notified of the right to reschedule the leave.
5. Once an employee has agreed upon a vacation period, rescheduling will not be permitted if doing so would affect another employee.

Section 1302 Requests for Emergency Annual Leave

Leave not requested in advance is considered emergency annual leave. Employees unable to report to work as scheduled will contact the supervisor or designated representative as soon as possible, no later than two hours after the start of their shift on the first workday of absence, and explain the reason for the absence. If the supervisor is unavailable, the employee will provide contact information so the supervisor can obtain further information if needed. The supervisor will approve leave if there is a bona fide emergency warranting the absence. If the absence is determined not to be a bona fide emergency, or if the employee does not contact the supervisor or designated representative within the specified two-hour limit without a justifiable reason, the supervisor will disapprove the leave request and the employee may be placed in an Absent Without Leave (AWOL) status.

Section 1303 Forced Annual Leave

Management reserves the right in accordance with appropriate regulation to place an employee on annual leave whenever it is deemed expedient to do so for administrative reasons. Employees will be given the opportunity to take leave-without-pay in accordance with current regulations. When necessary to require an employee to use

annual leave, management agrees to give the maximum possible advance notice to the employees and the reason for the action. In such situations, management will give first consideration to volunteers.

Section 1304 Permitted to Use All Annual Leave Earned Each Year

Subject to workload, employees will be permitted to use all annual leave earned each year. When the majority of available leave is placed on a schedule prior to 1 April every year, the ability of the employee to complete this planned leave is significantly enhanced. Planning for use of leave throughout the year is a joint responsibility of both the employee and the supervisor. Advance planning can help avoid conflicts with other employees' leave schedules and with periods of heavy workload. Also, scheduled and approved "use or lose" annual leave, which is later denied due to exigencies of public business in accordance with local and Federal regulations, and which cannot be rescheduled, and leave which is forfeited at year end due to extended illness or administrative error, can meet the criteria for leave restoration when approved by the Executive Director or designee.

Section 1305 Employee's Birthday

Management agrees to make a reasonable effort to allow the employee to have the shift off on annual leave on the employee's birthday when requested in advance.

Section 1306 Scheduling of "Use-Or-Lose" Leave

Management agrees to consult with the employee as appropriate in the scheduling of "use-or-lose" leave. Use or lose annual leave is governed by applicable law. It is the employee's responsibility to request scheduling of use or lose annual leave. The parties agree that employees should schedule use or lose annual leave as soon as possible. Per 5 CFR Part 630, use or lose annual leave requested after three pay periods before the end of the leave year, that is denied and that cannot be rescheduled before the end of the leave year, will be forfeited. Properly scheduled use or lose annual leave that is subsequently canceled by management and forfeited, may be requested to be restored.

Section 1307 Advance Annual Leave

Advance annual leave may be granted in accordance with regulations. Advance annual leave in excess of 40 hours must be approved by the Executive Director or designated representative. Upon written request by the employee, with reasonable justification to the employer, and in accordance with applicable law and regulation, 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.

ARTICLE FOURTEEN

ADMINISTRATIVE LEAVE

Section 1401 Unforeseen Disruption

When employees' services are not needed for short periods of time because of conditions which cannot reasonably be foreseen by management such as power or equipment failure, lack of material, weather conditions, transportation strikes, or acts of God, management may direct the use of annual leave subject to the following conditions:

1. In cases of interrupted or suspended operations due to unforeseen conditions, employees who cannot be assigned to other work will be required to use annual leave where 24 hours advance notice can be given. Employees may elect to use leave-without-pay in this circumstance.
2. When such situations develop too late to give 24 hours advance notice, employees who cannot be assigned to other work will be required to use annual leave only if notice can be given before the end of their shift immediately preceding the one in which they are to be placed on leave. Such involuntary use of leave may not exceed 5 days in any leave year.
3. When neither 24 hours notice nor notice before the end of their immediately preceding shift is possible, employees who cannot be assigned to other duties may be placed on Administrative Leave not to exceed 8 hours and could then be placed on enforced annual leave for any subsequent continuous absence required beyond 8 hours, provided a 24-hour advance notice can be given.

Section 1402 Relocated From Other Areas

Government sponsored employees who have relocated from other areas outside the normal commute area may, in addition to the relocation expenses provided for in applicable regulations, be permitted to use no more than 3 days of administrative leave for the purposes of receiving shipments of personal belongings and other necessary actions directly related to the relocation.

ARTICLE FIFTEEN

LEAVES OF ABSENCE

Section 1501 Union Business or Training

Employees normally will be granted accrued annual leave or leave-without-pay to accept temporary positions with the union or its affiliates or to attend conventions or meetings of the union as defined in the Statute and subject to the needs of management, provided that leave-without-pay shall not exceed 1 year.

Section 1502 Approved LWOP

Employees who are absent on approved leave-without-pay for periods of up to 1 year shall accrue all applicable rights and privileges in respect to coverage under the Federal Employees Group Life Insurance and Federal Employees Health Benefits Programs.

Section 1503 Bereavement

Leave for bereavement will be in accordance with applicable regulations.

Section 1504 Excused Time

An employee shall be allowed excused time, without charge to leave or loss of pay, subject to the workforce requirements of management as hereinafter provided:

1. An employee whose services have been requested for authorized emergency rescue and protective work not to exceed 40 hours per calendar year.
2. Participation in examinations for promotion or interview for job opportunity during working hours when conducted by FLCPS management.
3. Employees under RIF notice will be granted administrative leave for required interviews at other Federal activities within the commuting area.
4. Employees who volunteer as blood donors (either to the blood bank or directly to individuals) shall be excused for this purpose. Such absences shall not exceed 4 hours and shall be certified, in writing, by the organization receiving blood.
5. An employee who is tardy for less than an hour at the beginning of the assigned shift may be excused at the discretion of the immediate supervisor or the supervisor's designated representative. Such tardiness, if repetitive for any one employee, will be subject to investigation and/or administrative action. Such excuses do not apply to overtime work performed outside the basic workweek.

Section 1505 Agency-Ordered Fitness-For-Duty Examinations

Allowed time will be granted both to employees traveling to Federal medical facilities and to employees traveling to offices of selected private physicians for their agency-ordered fitness-for-duty examinations.

Section 1506 Family and Medical Leave Act

Family and medical leave will be granted in accordance with applicable law and regulations. Civil service employees are covered under Title II. 5 CFR Part 630.1201. An employee is entitled to a total of 12 administrative workweeks of unpaid leave during any 12 month period for the following reasons: (1) Birth of a child and care of newborn; (2) placement of a child with an employee for adoption or foster care; (3) care for spouse, child or parent with a serious health condition; (4) serious health condition of the employee. To be eligible for FMLA leave under Title II, an employee must have worked as a civil servant for 12 months. 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. 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.

ARTICLE SIXTEEN

PUBLICITY

Section 1601 Unofficial Bulletin Boards

Management will make space available on unofficial bulletin boards on which the union may post notices of union meetings, recreational or social affairs, elections, results of elections or other appropriate literature.

Section 1602 Union Surveys and Polls

With the concurrence of management it is agreed that the union will be permitted to use official time to distribute employee surveys and polls during working hours provided that such surveys or polls are directly related to conditions of employment.

Section 1603 Union News Bulletin

The union shall have the right to distribute, within this activity, a union news bulletin to all employees subject to the provisions of this Agreement. Such bulletins will not be distributed inside any gates during peak traffic hours.

Section 1604 Use of Defamatory or Scurrilous Statements

The union and Management mutually denounce the use of defamatory or scurrilous statements by members of either party as being contrary to the principle of a good union/Management relationship, and further agree that they will not condone any such activity through failure to take affirmative action to prevent or stop it.

ARTICLE SEVENTEEN

PROMOTIONS

Section 1701 Promoted Based On The Needs Of Management

Management will establish and maintain a Merit Staffing Program that will be designed to ensure a systematic means of selection for promotion based on merit. Merit Promotion is but one means of filling vacancies. Other appropriate means of filling vacancies, as provided by law and regulations, may be properly utilized by the management. Employees will be promoted based on the needs of management and on the basis of merit without regard to race, color, religion, sex, marital status, national origin, age, mental or physical handicap, political affiliation or membership or non-membership in employee organizations.

Section 1702 Area of Consideration

The area of consideration for merit promotions are established by management and are determined by the likelihood of sufficient qualified candidates.

Section 1703 Merit Promotion Announcements

a. FLCPS will utilize USA JOBS (or other recruitment tool as designated by Department of Navy) to fill vacancies except in cases when it is not the most effective means of recruitment. Job openings will be posted on the USA JOBS web site for a minimum of five (5) calendar days, prior to the first cutoff date.

b. EXCEPTION: In the event it is necessary to post an announcement for a shorter period, e.g., due to the expectation of receiving a large number of applicant resumes, the Union will be notified prior to issuance.

c. Management Identification of Candidates (MIC) may be used in lieu of traditional merit promotion vacancy announcements through USA JOBS to fill vacancies. MIC will follow the process as described in FLCPS Instruction 12330.1.

Section 1704 Temporary Assignments

Qualified employees will be given temporary assignments in accordance with federal personnel regulations and the following:

1. When an employee is assigned to a higher graded position for 14 calendar days or more, and is eligible, a temporary promotion will be made. This does not apply to assignment of personnel on formal training programs, where employee is mentored in performance of those duties. In situations where back pay is determined to be warranted under this subsection, the regulatory time limits regarding temporary promotions, for which competitive procedures are normally required, do not apply.
2. Details to different positions at the same or lower grade level for periods over 30 days may be made by detail papers.
3. Temporary reassignments may be made in lieu of details.

Section 1705 Evaluation of Candidates

a. Candidates eligible for noncompetitive selection may be referred to the selecting official for consideration at any time. Management may also elect to consider such candidates along with promotional candidates in the competitive process.

b. The evaluation method may include development of a crediting plan using job analysis to determine pertinent knowledge, skills, and abilities (KSAs) required for the position. This will serve as the basis for referring the best qualified applicants to the selecting official.

c. The selecting official may select any candidate who is certified or non-select all candidates.

d. Once a selection certificate has been issued, the evaluation of candidates for announced positions within the unit may be done by selecting officials or a rating panel and shall be based on the candidates submitted resume and any supplemental information as identified in the merit promotion announcement. The Official Personnel Folder (OPF) and a personal interview may be utilized. The annual performance appraisal, in and of itself, shall not be used to qualify or disqualify a candidate but shall be judged in conjunction with other pertinent available information regarding the applicant's qualification for advancement.

Section 1706 Qualifications Review

When an employee's resume has been considered under a vacancy announcement, notification will be posted in accordance with the Department of Navy recruitment process. If applicants have questions about why they were not referred for a specific vacancy, they should contact the Human Resources Service Center (HRSC) to obtain answers utilizing the appropriate process available. In the event questions concerning the eligibility or non-referral of an applicant cannot be answered to the satisfaction of the applicant by the staff at HRSC, the applicant may request, in writing, or via e-mail that a decision be reviewed by the HRSC. Failure to be selected for promotion when proper promotion procedures were used (this includes non-selection from among a group of properly ranked and certified candidates) is not a basis for a grievance.

Section 1707 Basic Information Will Be Available, Upon Request

When a merit promotion certificate/list or a MIC is established, basic information will be available, upon request, to applicants within seven (7) calendar days of final selection. Information will include basic eligibility, the individual's name, scores, and the score of all other applicants (when applicable). Names of other applicants will not be provided.

Section 1708 Nepotism (Ref: 5 USC 3110 and 5 USC 2302)

1. A public official as defined in 5 USC 3110 may not appoint, employ, promote, advance, or advocate for appointment, employment, promotion, or advancement, in or to a civilian position in the agency in which she/he is serving, or which she/he exercises jurisdiction or control of any individual who is a relative of the public official. "Relative" is defined as follows: Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson,

86 stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

87
88 2. Assignments may not be made which result in a supervisory relationship between
89 relatives except under temporary conditions as described in 5 USC 3110 (d) and (e). A
90 supervisory relationship is one involving day-to-day direction, performance evaluation
91 and leave approval. If a supervisor gets married to a subordinate, action will be taken to
92 sever the supervisory relationship.

ARTICLE EIGHTEEN

REDUCTION IN FORCE

Section 1801 Pending Reduction-In-Force

Management agrees to notify the union of pending reduction-in-force actions at which time the union may make its views and recommendations known concerning the implementation of such reduction-in-force actions.

Section 1802 Continuing Positions

In the event of a reduction in force, existing vacancies will be utilized to the maximum extent possible to place employees in continuing positions who otherwise would be separated from the service. All reductions in force will be carried out in strict compliance with applicable laws and regulations.

Section 1803 Reassign Employees

It is agreed that management, to the extent consistent with this activity's workforce requirements, will make a reasonable effort to reassign employees whose positions are eliminated. It is agreed that management will make a reasonable effort to train employees where necessary for reassignment whose positions are eliminated, provided the cost of such training is not excessive and the employee has the necessary aptitude as determined by management. Any employee demoted without personal cause will be advised in writing of the employee's entitlement to special consideration for re-promotion.

Section 1804 Right to Review Retention Registers

The union shall have the right to review retention registers and other pertinent papers relative to reduction-in-force actions affecting employees in the unit. Such requests by the union will identify the employees or areas of concern. Personnel folders will not be reviewed by the union unless written permission has been obtained from the employee.

Section 1805 Re-Promotion

Although not guaranteed re-promotion, an employee entitled to special consideration for re-promotion must be considered when a vacancy occurs in a position at the former grade level (or any intervening grade level) for which the employee is qualified.

Section 1806 Examine Retraining Programs

Management agrees to meet with the union to collectively examine the establishment of retraining programs to enable the qualification of employees for reassignment to other positions.

ARTICLE NINETEEN

DISCIPLINARY ACTIONS

Section 1901 Disciplinary Action Categories

Disciplinary actions are included in one of the following categories:

1. Appealable/grievable (Adverse) actions — Removals, suspensions for more than 14 days, and reductions in grade or pay.
2. Grievable Disciplinary actions — Suspensions of 14 days or less and letters of reprimand.
3. Other actions — Oral admonishments, letters of caution or letters of requirement. These are not formal disciplinary actions, but are informal steps taken prior to formal disciplinary actions.

Section 1902 Just Cause

Disciplinary action will be taken only for just cause. Prior to taking disciplinary action, supervisors will consider addressing the issue through Alternative Dispute Resolution (ADR). ADR would involve bringing in a third party (union, management or both union and management) for discussions in an attempt to resolve issue(s). In cases of proposed disciplinary actions, the employee will be given at least five working days to reply to the proposed action prior to the effective date, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. When retention of an employee in duty status presents a detriment to the interests of the Government or a threat to the safety of personnel and others in the workplace, this five day window for replying to the proposal for adverse action will not apply.

Section 1903 Preliminary Investigations and Discussions

Prior to making a determination as to whether disciplinary action is warranted, the immediate supervisor may undertake preliminary investigations and discussions with the employees concerned without the presence of a union representative; however, employees have the right to union representation during such an investigation if they reasonably believe disciplinary action may result. The investigation will be conducted at the lowest practicable supervisory level. When the employee is advised that disciplinary action will be taken, the employee is entitled to Weingarten rights as provided in 5 U.S.C. 7114(a)(2)(B). Management will provide the designated union representative, upon the employee's request, and if not prohibited by law, copies of information relied on by the agency in proposing or taking disciplinary action.

Section 1904 Written, Formal Disciplinary Action

In all cases of written, formal disciplinary action taken by management against any employee covered by this agreement, the union shall be notified of the action taken by management as soon as possible after the employee is notified unless the employee

certifies in writing that the union shall not be notified, or provided documentation.

Section 1905 Grievable and Appealable Disciplinary Actions

After adverse action has been taken, if the employee alleges that the charges were untrue, the facts misrepresented, or the penalty too severe, the employee may grieve or appeal the decision in accordance with this agreement. Applicable grievance procedures are covered in Article 20.

If an employee elects to grieve disciplinary action, the union may request that the action not be imposed until the employee has exhausted grievance rights as set forth in this agreement. Extensions will not be requested solely for the purpose of delaying the action.

ARTICLE TWENTY

GRIEVANCE PROCEDURE AND ARBITRATION

Section 2001 Language

The parties agree that the following language and definitions constitute the negotiated grievance and arbitration procedures applicable to this Agreement.

Section 2002 Definition of a Grievance

'Grievance' means any complaint:

1. By any bargaining unit employee concerning a claim of breach of a collective bargaining agreement; or any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.
2. By the union concerning any claimed breach of a collective bargaining agreement, violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment which primarily affects the union's contractual rights rather than individual bargaining unit members.
3. By the employer concerning any claimed breach of a collective bargaining agreement.

Section 2003 Coverage

Grievances shall not be processed for the following:

1. Any claimed violation of statute relating to prohibited political activities.
2. Retirement, life or health insurance.
3. Suspension or removal for national security reasons.
4. Any examination, certification or appointment.
5. Position classification.
6. Termination or separation of probationary or temporary employees.
7. Non-selection under the merit staffing program or other type of placement/recruitment programs, including from a group of properly ranked and certified candidates.
8. Reduction-in-force actions.
9. Receipt of or failure to receive awards.
10. Written and oral remedial non-disciplinary actions that are not placed in an employee's Official Personnel Folder (OPF).
11. The content of performance plans.

Section 2004 Invalid or Without Merit

Management recognizes the right of the union to decline to represent an employee when the union considers a grievance to be invalid or without merit; however, union representatives must make themselves available to protect employees' Weingarten rights.

Section 2005 Who May Grieve

Any employee or group of employees, the union or management may utilize the provisions of the negotiated grievance procedure.

Section 2006 Time Limit for Filing Grievances

A grievance should be taken up with an employee's immediate supervisor within 15 working days after the occurrence of the matter out of which the grievance arose or the employee became aware of the matter. Grievances not meeting the 15-day time limit may be rejected on timeliness after due consideration has been given to the reasons the time limit was not met. The reasons for rejection will be in writing. These time limits shall also apply to union and management initiated grievances. If an employee elects to pursue ADR, the following process applies:

- a. If parties agree to ADR and either party decides to withdraw from the ADR process, then both management and the union agree that the Grievance time limit of 5 days would commence on the next business day following the conclusion of the ADR process.
- b. If an employee elects ADR without union representation, both management and the union agree that any binding settlement from the ADR process will be reviewed by the union within 5 days before final signing in order to ensure that the CBA is not violated.

Section 2007 When There Is More than One Grievant

When more than one employee has an identical grievance where individual variations are not involved, the union may call the aggrieved employees together and will select one case for processing under the grievance procedure. Such joint action will require the concurrence of all aggrieved employees. Management will be informed upon initiation of the grievance of the names of all known grievants. The employees will be advised that in processing one grievance for the group, the decision on the case selected will be binding on all affected employees and when a decision is made on the grievance, each employee will be notified through the steward.

Section 2008 Before Filing a Grievance

The employee must decide whether to have representation in the processing of a grievance or representation under Alternate Dispute Resolution. Under the negotiated grievance procedure specified herein, an employee may present a grievance and have it adjusted by management without the intervention of the union as long as the adjustment is not inconsistent with the terms of this Agreement and the union has been given the opportunity to be present at the adjustment. An employee may not utilize the provisions of this grievance procedure with a representative other than the union, but may utilize these provisions without a representative. If an employee wishes union representation, the union steward in the affected employee's work area should be contacted to make appropriate arrangements. After a grievance has been initiated, all contacts with the grievant concerning the grievance will be made through the area steward unless the employee has declined union representation.

Section 2009 Negotiated Grievance Procedure

The following procedure is provided to ensure that all parties receive prompt and fair consideration of grievances.

A. Informal step — An employee shall take up the grievance informally with the immediate supervisor or the management official at the lowest level who has authority to resolve the grievance. This supervisor will meet with the employee and, if the employee chooses, the union steward in an attempt to resolve the grievance. The parties will make every effort to resolve the grievance at this level, including, where appropriate, consideration of various alternative actions acceptable to the parties. If the grievance cannot be resolved at this level, the union will reduce the grievance to writing and the supervisor will provide a written response, which will contain a detailed explanation of the reasons for denying the grievance, within 5 working days of receipt of the written grievance. Union and management anticipate that most grievances will be resolved at this level. All written responses shall be sent to both the union and the Employee.

B. Formal Steps

Step 1 — If no satisfactory settlement is reached at the informal step, the employee shall reduce the grievance to writing on the appropriate grievance form. The form should be submitted to the second-line supervisor, via the immediate supervisor, within 5 working days of the supervisor's written informal decision. The written grievance must contain the details of the complaint, corrective action desired by the employee, the identity of the immediate supervisor, the date of the informal discussion and the date of the informal decision. The completed grievance form will be accompanied by the immediate supervisor's written response.

The second-line supervisor will meet within 5 working days with the employee and the union representative and attempt to resolve the grievance. A written decision will be given to the employee, via the assigned union Steward, within 5 working days. The written decision will provide the relevant responses to each major point set forth at the discussion or investigation.

Step 2 — If the grievance is not resolved in Step 1, the union may advance it within 7 working days to the cognizant department head. The department head or designee will review the grievance and the response provided by the immediate and second-line supervisors. In cases where there is no second-line supervisor below the department head level steps 1 and 2 may be combined. The department head or designee will take one of the following actions within 10 workdays of the receipt of the grievance:

1) Grant the relief requested by the employee, or

- 132 2) Notify the union that he or she has directed the first-line supervisor to
133 resolve the grievance within 5 working days, or
134 3) Meet with the employee, the steward, and the Chairperson in an
135 attempt to resolve the grievance, or
136 4) Convene a panel, with the assistance of HRO (two panel members, one
137 appointed by the union and the other another management official from
138 a different department), to join the department head in meeting with the
139 employee, steward, and Chairperson to hear the employee's case. As
140 part of the adjudication process, the panel members may ask to
141 question other witnesses or review other evidence. When this option is
142 used, the three panel members will attempt to reach consensus on how
143 to best resolve the grievance. If they are not able to do so, the
144 department head retains the responsibility for making the decision at
145 this level.
146

147 If option 1 is elected, the department head or designee will provide written notification
148 within 10 working days that the requested relief has been granted. If option 2 is utilized,
149 the deciding official will provide a written response concerning the action taken by the
150 first line supervisor within 10 working days of the date the grievance was referred back
151 for resolution. If options 3 or 4 are used, the deciding official will provide a written
152 response within 10 working days of meeting with the employee. If option 4 is used,
153 decisions will note whether the decision is a consensus of the panel or is the decision of
154 the deciding official. Responses will provide relevant information about each major point
155 set forth in the grievance or presented orally.
156

157 Step 3 — If satisfactory settlement has not been reached at the previous step, the
158 employee may within 15 working days, submit it to the Commander via
159 the Human Resources Office for resolution. The Commander, or his
160 designated FLCPS representative, shall meet within 15 working days after
161 receipt of the employee's request with the employee, the steward previously
162 involved and a union officer in an attempt to reach a satisfactory settlement.
163 Management representatives will also be present for these meetings. A written
164 decision from the Commander or designee will be supplied within 15 working
165 days of this discussion. The written decision will provide relevant responses to
166 each major point set forth by the parties at the hearing. The original will be
167 returned to the union with a copy to the employee. If this decision is not
168 satisfactory to the employee, it may be advanced to arbitration.
169

170 C. The original grievance form will be returned to the union at the end of each step of
171 the grievance procedure.
172

173 **Section 2010 Non-Employee Grievances**

174 Non-employee grievances initiated by the union or management will be submitted
175 informally as follows:
176

177 Union grievances — to the appropriate division or department head (the lower of these

two levels having authority to resolve the grievance).

Management grievances — to the Chairperson.

The appropriate official will reply to the initiator of the grievance within 5 working days. If the grievance is not settled at this level, it may, within 10 working days, be submitted in writing to the Commander or the President of the union, as appropriate. Within 15 working days, the Commander or representative will meet with the President of the union or representative to resolve the grievance. A decision will be rendered within 15 working days following the meeting unless the parties agree to extend the time limit.

Section 2011 Special Considerations

Grievances that pertain to environmental pay determinations that are not resolved by the immediate supervisor at the informal step shall be filed at Step 1 above with the Head of the Human Resources Office. Those which pertain to grievable merit-promotion matters shall be filed at Step 1 with the Head, Human Resources Office. Questions concerning the ranking of an applicant should be addressed by the method described in this Agreement.

Section 2012 Witnesses and Other Evidence

At each step of the grievance procedure, the union and management may call employee witnesses who shall suffer no loss of pay for such service. Management and the union reserve the right to question the relevance of witnesses to the matter being discussed. It is the intent of both parties to limit the number of witnesses to that necessary for presentation of the case. The parties shall, upon request of the other party, permit inspection of pertinent records insofar as permissible without violating laws, regulations or policy, for the purpose of substantiating the contentions or claims of the parties. Reasonable requests for copies of materials judged pertinent to grievances will be honored by the other party where permitted. Such copies will be provided without charge.

Section 2013 Violation of Time Limits During Processing

The parties will make every effort to adhere to the time limits prescribed in this Article. In the event that the limits cannot be met, either party will grant requests for extensions for specific periods of time. Brief, inadvertent delays in processing will not result in cancellation of a grievance. Failure of management to meet the time limits of any step of the grievance procedure will permit the union to forward the grievance to the next step.

Section 2014 Provision for Arbitration

Arbitration, impartial review and decision by a third party, is hereby provided for as an extension of the negotiated grievance procedure. If management and the union fail to settle any grievance processed in accordance with the negotiated grievance procedure, such grievances may, upon written request of the party desiring it, be taken to arbitration. It is agreed that arbitration provided herein is binding on both parties. A written request for arbitration must be submitted not later than 30 calendar days following the conclusion of the last step of the grievance procedure. An extension of

time, not to exceed 6 months, may be granted upon the request of either party. Only the union may invoke arbitration on an employee grievance. The party initiating the grievance may invoke arbitration concerning a management or union-initiated grievance. The arbitration hearing will be held during regular dayshift working hours of the basic workweek.

Section 2015 Selection of an Arbitrator

Within 30 working days from the date of receipt of the arbitration request, the parties shall meet for the purpose of selecting an arbitrator. If agreement cannot be reached, either party may request the Federal Mediation and Conciliation Service to submit a list of five impartial persons qualified to act as arbitrators. The parties shall meet within 5 working days after the receipt of such a list. If they cannot mutually agree on one of the listed arbitrators, the parties will each strike one arbitrator's name from the list of five and shall then repeat this procedure until there is only one name remaining. That person shall be the duly selected arbitrator.

Section 2016 Payment of the Arbitrator

The fees and expenses of the arbitrator, and other costs of arbitration, shall be borne equally by the union and management.

Section 2017 Witnesses

A reasonable number of witnesses may be called to the arbitration hearing by either party. Activity employees who are representatives, appellants and witnesses shall suffer no loss of pay while participating in the arbitration hearing.

Section 2018 Limit to Arbitrator's Authority

The arbitrator shall not change, modify, alter, delete or add to the provisions of this Agreement.

Section 2019 Timeliness of Arbitrator's Decision

The arbitrator will be requested to render his decision as quickly as possible, but in any event no later than 60 calendar days after the conclusion of the hearing, unless the parties mutually agree to extend the time limit.

Section 2020 Good Faith

It is agreed that the use of any of the provisions of this Article in good faith by management, the union or employees should not cast any reflection on any of the above and their relationship to each other, nor, in the case of employees, on their loyalty and desirability to this activity.

ARTICLE TWENTY-ONE

UNFAIR LABOR PRACTICE CHARGES

2101. Resolution Period

The Employer and the Union agree to attempt to informally resolve disputes arising under 5 U.S.C. 7116, Unfair Labor Practices (ULP), prior to filing an ULP with the Federal Labor Relations Authority (FLRA). Accordingly, written notification of intent to file a ULP will be given to the Servicing Human Resources Site Manager or designee for the Employer, and to the Chief Steward of the bargaining unit, at least 15 workdays prior to filing with the FLRA. FLRA time limits, as prescribed in their regulations, shall apply and cannot be amended or waived.

2102. Document Submissions

To facilitate open communications and timely resolution of ULP charges, the Union agrees that every submission or document provided to the FLRA will be simultaneously served on the Employer.

ARTICLE TWENTY-TWO

DEVELOPMENT AND REVIEW OF JOB DESCRIPTIONS AND RATINGS

1 **Section 2201 Job Description Inaccuracies**

2 When employees allege inaccuracies in their position or job descriptions, they shall be
3 furnished information on their rights to a classification appeal. Classification appeals
4 address title, series and grade of the position description of the employee's own
5 position. They may elect to be represented or assisted by a union representative or a
6 person of their choice in discussing the matter with their supervisors or with representa-
7 tives of the Human Resources Office. If a job audit is conducted because of the alleged
8 inaccuracies, employees may have the area steward present during the audit.

9
10 **Section 2202 Change to a Lower Pay Rate**

11 It is agreed that management will advise the union at least 30 days in advance when an
12 employee's permanent grade level is to be involuntarily changed to a lower pay rate.

13
14 **Section 2203 Accuracy of Position or Job Description**

15 The union may make presentations and present supporting evidence to management
16 regarding the accuracy of position or job descriptions.

17
18 **Section 2204 Position or Job Description of Record**

19 The position or job description of record shall reflect the primary duties and
20 responsibilities assigned to employees. Incidentally assigned duties, which become
21 regular and recurring will be reflected in either a rewritten or amended position or job
22 description

23
24 **Section 2205 Assignments Made Within Reasonable Bounds**

25 Consistent with the management right to assign work and to determine methods and
26 means of performing work, employees can typically expect assignments to be made
27 within reasonable bounds, consistent with grade level, position description and
28 performance. Consistent with applicable regulations, management will ensure that work
29 is performed by properly qualified employees.
30

ARTICLE TWENTY-THREE

TRAINING FOR NEW JOB RATINGS

Section 2301 Maximum Feasible Number of Opportunities

It is mutually agreed that the Training Program is of vital interest to management and the union. Management may consider efforts to provide employees with opportunities to improve their capabilities and further their career development in their respective occupational and career fields through a variety of training sources based on available funding, work schedules and workload requirements in accordance with Employee Development regulations. Specific training needs will be based on organizational goals and objectives and each employee's functional or task-related training needs. Requirements for additional training may be assessed periodically. Management will identify formal training requirements and necessary on-the-job training for personnel certification and maintain records of accomplished training. Management will maintain information on training resources with notification provided to employees on financial assistance available for job related training.

Section 2302 Individual Development Plans

Individual training needs will be determined annually. Individual Development Plans (IDPs) will be prepared for each permanent employee assigned to the activity using a locally developed form or an equivalent automated instrument. The IDP will be prepared jointly by the employee and the supervisor. Developmental activities cited on the IDP will serve as a basis for training needs identification and future career planning. Employee needs are to be based on:

1. Competency or performance deficiencies associated with the execution of official duties in the current position;
 2. Knowledge, skills and abilities that are part of individual and formal career progression programs (that lead to specified target positions or occupations);
 3. New competency requirements in the present position brought about by changes in organizational structure, policy, mission, technology or equipment;
 4. Retraining requirements of activity employees because of skill imbalances.
- Failure to accomplish the training in the IDP through no fault of the employee will not be held against the employee.

Section 2303 Employee Participation

Management will create and foster an environment that promotes employee participation in all training and educational opportunities. Particular emphasis shall be placed on training designed to improve and broaden current job knowledge, skills, and abilities.

38 **Section 2304 Management Shall Provide**

39 Management shall provide on-the-clock time, travel expenses, tuition and other
40 associated fees for required training in the current position. This includes travel
41 expenses associated with management approved career counseling.
42

43 **Section 2305 Special Tour Of Duty**

44 Where optional training is available only during duty hours at an area institution,
45 employees may request a special tour of duty to allow class participation.
46

47 **Section 2306 Eligible For Retirement**

48 Employees eligible for retirement, or eligible to retire within ten (10) years, may request
49 to participate in a local seminar, workshop, conference or training session designed to
50 address the many facets of retirement. Management will allow one opportunity to
51 attend this training subject to scheduling availability and funding.
52

53 **Section 2307 Mandatory Training**

54 Management agrees to provide the union with written notification at least 30 calendar
55 days, when possible, before designating a course and/or program as mandatory for
56 bargaining unit employees/positions.
57

58 **Section 2308 Higher Level Development**

59 When an employee applies for higher level development and/or enhancement programs
60 and is not selected the employee will be notified in writing of the reasons for non-
61 selection.

ARTICLE TWENTY-FOUR

SAFETY AND HEALTH

Section 2401 Safe Working Conditions

Management will exert a reasonable effort to provide and maintain safe working conditions and industrial health protection for the employees and will comply with applicable Federal laws and regulations relating to the safety and health of its employees. The union will cooperate to that end and will encourage all employees to work in a safe manner and promptly report any unsafe conditions to management.

Section 2402 Improving Safety

It is recognized that employees have a primary responsibility for their own safety and an obligation to know and observe safety rules and practices as a measure of protection for themselves and others. Management will consider, from any individual employees or from the union, suggestions which offer practical and feasible ways of improving safety conditions. Management recognizes the right of employees under pertinent regulations to decline to perform assignments the employee reasonably believes poses an imminent risk of death or serious bodily harm and where there is insufficient time to seek relief through normal hazard abatement procedures.

Section 2403 Unsafe Practices

In the course of performing their normally assigned work, employees will be alert to observe unsafe practices, equipment and conditions, as well as environmental conditions in their immediate areas which represent industrial health hazards. When suspected unsafe or unhealthy conditions are observed by the employees, they should report them to the cognizant immediate supervisor who has the primary responsibility for compliance and enforcement of safety rules and procedures. When suspected safety and industrial health matters are of general command interest, employees or the union may present the problem to the FLCPS Safety Manager, or bring the matter to the attention of appropriate higher level supervision and mutual consideration by management and the union.

Section 2404 Accidents

The union and management will make every effort to prevent accidents of any kind. Should such accidents occur, however, a prime consideration will be the welfare and comfort of injured personnel.

Section 2405 Reporting of Injuries

Management and the union agree that prompt reporting of all injuries is essential to ensure that any benefits to which employees may be entitled are protected. Management will inform injured employees of their rights under the Federal Employees Compensation Act. Transportation considerations or time of day are not considered sufficient reason for failure to report injuries promptly.

41
42 **Section 2406 Disabling Work Injury or Hazardous Material**
43 **Contamination**

44 When it becomes known that an accident involving unit employees has resulted in a
45 disabling work injury, or hazardous material contamination, management will notify the
46 union promptly of the circumstances. A copy of these accident reports will be provided
47 upon request to the union.
48

49 **Section 2407 Periodic Physical Examinations**

50 Management will provide periodic physical examinations and maintain records for
51 employees who are exposed to environments, which are potentially hazardous to their
52 health, as required by the Medical Officer and applicable regulations. When the union
53 feels the physical examination requirements are not being adhered to, they may petition
54 the Medical Officer in writing to expand the physicals to consider additional hazardous
55 materials.
56

57 **Section 2408 Safety Meetings**

58 Management will hold meetings as needed during which safety and matters of mutual
59 concern will be discussed. All available employees in each supervisor's group will
60 attend. Management agrees that reprisals shall not be taken against an employee for
61 filing any complaint relating to health and safety or other items discussed at safety
62 meetings.
63

64 **Section 2409 Emergency Telephone Numbers**

65 A current list of emergency telephone numbers for ambulance service, fire and police
66 will be posted on or near telephones.
67

68 **Section 2410 New Hazardous Materials or Processes**

69 Management agrees to consult with the union when new processes considered
70 hazardous are used at this activity in areas where unit employees work, consistent with
71 security requirements. Material Safety Data Sheets will be provided upon request.
72

73 **Section 2411 Protective Clothing and Safety Equipment**

74 Management agrees to furnish protective clothing and safety equipment at no expense
75 to the employee, whenever it is required by management for safety, technical or
76 industrial health reasons. The union and management agree on the importance of
77 employees wearing or using the protective clothing and/or equipment of the type
78 required, approved and supplied for safe performance of their work, and employees will
79 be responsible for the equipment and tools issued to them. It is the responsibility of the
80 employees to make sure that the shoes meet the required 75 pound ANSI standard.
81 This is to be verified by the Safety Office. When employees make this election, they will,
82 upon presentation of proper documentation, be reimbursed for the amount paid, up to
83 the maximum amount authorized at the time of the purchase. The Safety Office will
84 evaluate all work areas on a continuing basis and make appropriate recommendations
85 to management, at or above the department head level, on the use of protective

clothing and safety equipment. Management shall make a continual effort to provide improved equipment. Articles shall be replaced when they are no longer deemed acceptable for their intended purpose. Employees may request an inspection of articles, which are suspected to be defective, and supervisors shall treat such requests with urgency. Processes for identification, authorization and procurement of PPE are contained in FLCPSINST 5100.2 Series located on the MyNAVSUP Web Portal.

Section 2412 Working Alone

Management, when assigning an employee to work alone in a building, will follow NAVSEA OP5 guidance when operating in explosives buildings, and in other areas will require periodic check-ins with or by other personnel.

Section 2413 Smoking In Specified Areas

FLCPS allows smoking only in designated outdoor areas.

ARTICLE TWENTY-FIVE

ENVIRONMENTAL DIFFERENTIALS

Section 2501 Minimize Hazards

It is management's policy to eliminate or minimize hazards, physical hardships and working conditions of an unusual nature. When such situations cannot be overcome or practically eliminated, appropriate environmental or hazard differentials will be paid to the employees exposed to such situations as provided in OPM and other applicable regulations.

Section 2502 Paid Environmental Differentials

Members of the unit will be paid environmental differentials, (Federal Wage System) or hazard pay (General Schedule) when warranted, in accordance with the [Federal Wage System - Appropriated Fund Operating Manual](#) and OPM guidance on differentials. In addition to supervisors' ongoing responsibility to review work processes for safety and health considerations, an annual review will be conducted in work areas where hazards have been determined to exist. The union will be invited to participate in this review.

Section 2503 Additional Pay

Management will notify employees promptly when additional pay is provided for in accordance with the categories of environmental differentials defined in OPM regulations.

Section 2504 Employee's Basic Rate Of Pay

Environmental differentials/hazards, are included as part of the employee's basic rate of pay as provided by Center instructions and pertinent regulations.

Section 2505 Exceptions To Hazard Pay

Environmental differential or hazard pay shall not be paid to any employee for work:

1. not described under Work Situations Approved for Payment in the Federal Pay Manual; or otherwise approved in writing by the Human Resources Director on an interim basis; or
2. not officially assigned to the employee, that is, an employee may not voluntarily undertake work or exposure for which a differential is payable without proper authorization either expressed or implied. Environmental differential or hazard pay shall not be paid to an employee for any day on which the employee was not actually exposed to a work situation for which the differential is payable, e.g., during days of leave with pay, holidays not worked, administrative excusals from work or temporary assignments to duty for which an environmental differential or hazard pay is not payable.

40 **Section 2506 Management Agrees To Consult**
41 Management agrees to consult, upon request, whether new work situations warrant
42 payment of environmental/hazard differential.

ARTICLE TWENTY-SIX

CIVIC RESPONSIBILITIES

Section 2601 Jury Duty

In the event an employee serves jury duty, management will pay the employee at the basic rate for the time lost from the basic work schedule for such service. An employee who is called for such service, shall promptly notify management in order that arrangements may be made for the absence. Swing or graveyard shift employees who perform a full day of jury duty will be excused for their regular shifts and have their time charged to court leave. The employee will present management a signed jury timecard or other satisfactory evidence of the time served on such duties.

Section 2602 Voting

Employees who are not otherwise able to vote in federal, state, or local elections or referendums will be excused from work on administrative leave for this purpose. Employees who are in a duty status on a day that a federal, state, county or municipal election is held, may 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 them to cast their ballots. Any excused time to vote requires prior coordination with the employer.

Section 2603 Jury Duty and Scheduled Overtime

An employee, who is on jury duty for the complete week and is not required to be on jury duty on the weekend, will be given the opportunity to work any scheduled overtime if management is notified of the employee's availability, and it is otherwise in accordance with Article Nine of this Agreement.

Section 2604 Court Leave

Employees entitled to court leave will return to duty or suffer a charge against annual leave if they are excused in time to reasonably return to work. The employee will be allowed sufficient time to return home before returning to work. An employee who is summoned as a witness in a judicial proceeding to testify in a non-official capacity on behalf of a state or local government, is entitled to court leave during the time absent as a witness. An employee who is summoned or assigned by the agency to testify in a non-official capacity on behalf of the United States Government or the government of the District of Columbia, is in an official duty status as distinguished from a leave status, and entitled to regular pay. If the witness service in a non-official capacity is on behalf of a private party, the employee's absence must be charged to annual leave or leave without pay, and the employee may accept fees and expenses incidental thereto. If employees are called to perform the above civic duties, the employee will promptly notify the employer in order that arrangements may be made to perform these duties. Should extenuating workload considerations exist the employer may request that the employees be released from these duties, and subject to approval by the court. Such

41 requests do not relieve the employees of civic responsibility unless dismissed by the
42 court. Court leave may be granted only after employees present the employer with the
43 original or true copy of the summons for jury service or subpoena for witness service.
44 Such documentation will be presented as soon as possible, prior to the beginning of jury
45 or witness service. Upon completion of such service, employees will provide signed
46 documentation from the court which shows the dates of their service.

47 48 **Section 2605 Charity Drives**

49 Management and the union mutually agree that the employees in the unit will be
50 encouraged to participate in government sponsored charities. In no instance shall
51 management or the union exercise undue pressure on an employee to contribute to a
52 charity to which an employee does not wish to contribute nor will any reprisal action be
53 taken against an employee who refrains from contributing.

54 55 **Section 2606 Carpools, Vanpools And Transit Busses**

56 In order to minimize traffic congestion on community highways, reduce base
57 congestion, reduce parking requirements and improve air quality through reduced
58 exhaust emissions, the union and management join in encouraging employees to
59 participate in carpools, vanpools or riding our assigned transit buses.

ARTICLE TWENTY-SEVEN

COMMITTEE ASSIGNMENTS

Section 2701 Boards and Committees

Management agrees that the union may have representation on boards and committees as follows:

FLCPS Employee Recreation Association — 1 member

Section 2702 Future Boards or Committees

Management agrees to consider union representatives on any board or committee that is established in the future or is not covered in this Agreement, if its function directly affects the employees in the unit.

Section 2703 Committee Members and Limits

For the above positions, the union agrees to submit names of committee members to management, in writing, and union representatives will not serve on more than two committees.

ARTICLE TWENTY-EIGHT

PERFORMANCE AND PRODUCTIVITY

Section 2801 Performance Standards

Performance standards will be reflective of duties and responsibilities assigned the position and constructed in accordance with applicable law. The standards will be applied fairly, equitably, objectively and uniformly for like duties. The standards themselves are not grievable. However, application of standards and other matters related to the performance appraisal program may be grieved through the negotiated grievance procedure contained in this Agreement.

Section 2802 Setting of Performance Standards

In the development of position descriptions and the setting of performance standards by management, employees will be given a reasonable opportunity to review the proposed position descriptions and performance standards and to provide their input. Each supervisor will give full consideration to employee comments before finalizing the standards. Employees have the right to request union representation at meetings discussing unacceptable performance.

Section 2803 Signatures on the Performance Appraisal

Management will inform the employees that their signatures on the performance appraisal form signifies only that a discussion of the appraisal has taken place and does not constitute their agreement either with the performance standards established for their positions or the rating received.

Section 2804 Rating Supervisor

The rating Supervisor will prepare the appraisal, discuss it with the employee and give the employee an opportunity to comment in writing and sign the appraisal. If the employee is dissatisfied with the rating he/she may request union assistance. If the approving official sustains an unacceptable rating, which is lower than expected by the employee the approving official must give written justification for the rating given. A copy of an employee's performance appraisal will be provided to the employee at the end of each appraisal period and at the midterm appraisal if requested.

Section 2805 Unacceptable Performance

Management agrees to promptly inform employees whenever their performance declines to the unacceptable level. The notification will be in writing and will provide guidance for improvement. Prior to any adverse action taken under 5 CFR 432, the employee will be provided a formal Performance Improvement Period (PIP) and a reasonable amount of time to demonstrate improvement.

Section 2806 Improving Productivity

The union will participate with management in the development of activity-wide

41 programs aimed at improving productivity. Union officials will encourage employees of
42 the unit to participate in programs aimed at reducing costs and improving productivity.
43 Emphasis should be placed on specific programs that provide rewards for significant
44 achievements through the Incentive Awards Program.
45

46 **Section 2807 Changes in Conditions of Employment**

47 Prior to implementation of changes in conditions of employment resulting from process
48 improvement activities management will comply with its obligations to the union under
49 the Statute.

ARTICLE TWENTY-NINE

TRAVEL

Section 2901 Travel

Employees may be required and are expected to perform temporary duty travel. Such travel shall be conducted in accordance with applicable DOD, and DON regulations and policies.

Section 2902 Travel Expenses

Employees will be reimbursed for expenses incurred while traveling in accordance with applicable regulations, subject to the following:

1. Employees on official travel shall exercise the same care in incurring expenses that a prudent person would exercise while traveling at his/her own expense.
2. Government transportation will be utilized when it is determined to be advantageous to the Employer, except that travel in military-configured aircraft will be avoided unless no other feasible alternatives are available.
3. Reimbursement for use of an employee's POV, when authorized by the Employer, will be made in accordance with applicable regulations.
4. Employees shall receive the maximum authorized per diem and travel allowances as provided by applicable laws and regulations.

Section 2903 Government Travel Charge Cards

Unless exempted by the Travel and Transportation Reform Act of 1998, unit employees are required to utilize their, Government Travel Charge Cards to pay for all reimbursable expenses (i.e., lodging, rental cars, etc.) arising from official non-local travel in accordance with applicable laws and regulations.

Section 2904 Travel Arrangements

Travel arrangements will be made in accordance with the Joint Travel Regulations (JTR). When making travel arrangements, employees' desires will be solicited and considered.

1. Arrangements for the convenience of the employee must be requested by the employee and approved by management.
2. Availability of transportation and other related factors will dictate the scheduling of travel, however, first consideration will be given to scheduling travel during working hours.

Section 2905 Travel Assignments

Travel assignments will normally be rotated among qualified (as determined by the Employer) employees.

1. Employees will be advised of the purpose of the travel, anticipated duration, and travel arrangements.
2. Travel orders will be provided to employees, normally sufficiently in advance of travel to allow employees time to complete arrangements (i.e. obtain ATM withdrawals) during duty hours.
3. An employee may request to be excused from a travel assignment, and consideration will be given to the request. If denied, the reasons will, upon request, be explained to the employee.

Section 2906 Travel Claims

Each employee is responsible for submitting claims for reimbursement of travel expenses through the Defense Travel System (DTS) within 5 days of completion of travel or return to work. The employee will ensure credit card charges are paid on time and the employer will reimburse the employee timely in accordance with applicable regulations.

Section 2907 Travel on Non-workdays

When employees, subject to the Fair Labor Standards Act, are scheduled and required to travel on days outside of their basic workweek but during their corresponding scheduled shift work hours, they will be entitled to compensatory time under the FLSA. Employees who depart early or return late for their personal convenience will not be entitled to any adjustment in their salary or per diem.

Section 2908 Use of Government Quarters

The use of available adequate government quarters shall be assigned in accordance with the JTR.

ARTICLE THIRTY

EQUAL EMPLOYMENT OPPORTUNITY

1 **Section 3001 Equal Employment Opportunity**

2 Management agrees that equal employment opportunity will be afforded all persons and
3 also agrees to prohibit discrimination against any employee or applicant for employment
4 because of race, color, religion, sex, national origin or age.

5
6 **Section 3002 Representation**

7 Employees are entitled to a representative of their own choice.

8
9 **Section 3003 Interfere Restrain, Coerce, Intimidate or Reprisals**

10 It is agreed that no official of management or the union shall interfere with, restrain,
11 coerce, intimidate or take reprisals against any employee for appearing, testifying or
12 furnishing evidence in connection with a complaint.

ARTICLE THIRTY-ONE

VOLUNTARY ALLOTMENT OF UNION DUES

Section 3101 Union Dues

Management shall deduct dues from the pay of all eligible employees who voluntarily authorize such deductions and who are employed within the appropriate unit for which the union holds exclusive recognition in accordance with the provisions set forth herein.

Section 3102 Payroll Deduction

Union dues (the regular, periodic amount required to maintain an employee in good standing in his appropriate local union) shall be deducted by management from the employee's pay each payroll period when the following conditions have been met:

1. The employee is a member in good standing of the union or has signed up for membership in the union subject to the payment of the first month's dues through voluntary allotment as provided herein.
2. The employee's earnings are regularly sufficient to cover the amount of the allotment.
3. The employee has voluntarily authorized such a deduction on Standard Form 1187.
4. The union, through its authorized official, has completed and signed Section A of such form on behalf of the union.
5. Such completed form has been turned over to management by the union.

Section 3103 Purchasing the Standard Allotment Form

The union is responsible for: purchasing the standard allotment form prescribed by the Comptroller General; distributing it to its members, certifying as to the amount of dues; delivering completed forms to management, educating its members on the programs for allotments for payment of dues, its voluntary nature, the uses and availability of the required form, and the procedure to be followed by the employee who desires to terminate the allotment.

Section 3104 First Pay Period

Deduction of dues shall begin with the first pay period which occurs after receipt of the Standard Form 1187 by management providing that the Standard Form 1187 is received no later than the Monday preceding the beginning of the biweekly pay period to which the allotment deduction is to be applied.

Section 3105 Union Dues

The amount of the union dues to be deducted each biweekly pay period shall remain as originally certified on such allotment forms until a change in the amount of such dues is certified to by the authorized official, and such certification is transmitted to Management by the union. Such change shall begin with the first pay period after receipt of the notice of change to management or a later date if requested by the union.

Such changes must comply with the notification timing of Section 3104 above. Such changes shall not be made more frequently than once each 12 months. In addition, changes made as a result of changes in membership classification such as promotion of helper to journeyman, will be made upon submission of a new Standard Form 1187, effective the beginning of the first pay period following receipt by management.

Section 3106 Union Dues Termination

An employee's voluntary allotment for payment of union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

1. Loss of exclusive recognition by the union.
2. Separation of the employee from the unit for which the union holds exclusive recognition.
3. Receipt by management of notice from the union that the employee has been expelled or has ceased to be a member in good standing with the local union. Such notice shall be promptly forwarded by the union to management and must be received within the time frame established in Section 3104.

Section 3107 Standard Form 1188

An allotment for the deduction of an employee's union dues may also be terminated by the employee through submission to management of a Standard Form 1188 or other written memorandum properly executed in duplicate by the individual employee. Such duplicate shall be promptly forwarded by management to the union upon receipt from the employee. A termination of allotment under this Section shall be effective with the first full pay period following an anniversary of the effective date when the employee's last dues-deduction allotment began, provided the revocation is received by management within the time frame of Section 3104 above. Employees may obtain a Standard Form 1188 from the Payroll Office.

ARTICLE THIRTY-TWO

DURATION AND CHANGES

Section 3201 Remain In Full Force

This Agreement, as executed by the parties, shall remain in full force and effect for 3 full years from the date of its approval by the Department of Defense. It shall remain in effect for additional one year periods thereafter unless, at least 60 calendar days prior to the annual anniversary date of the Agreement, either party gives written notice to the other party of its desire to open negotiations. Further, it is provided that this Agreement shall terminate at any time it is determined that the union is no longer entitled to exclusive recognition under the Statute. On the request of either party, the parties shall meet to commence negotiations on a new agreement no more than 60, nor less than 30 days prior to the expiration date of this Agreement.

Section 3202 Articles Subject To Opening

This Agreement, except for its duration period as specified in Section 3201 of this Article, is subject to opening only as follows:

1. Amendment(s) may be required because of changes made in applicable laws or executive orders after the effective dates of this Agreement. In such event, the parties will meet for the purpose of negotiating new language that will meet the requirements of such laws or executive orders. Such amendments will be duly executed by the parties and become effective on the date or dates agreed to as being appropriate under the circumstances.
2. It may be opened for amendments by the mutual consent of both parties at any time after it has been in force and effect for at least 6 months. Requests for such amendments by either party must be written and must include a summary of the amendments proposed. The parties shall meet within 14 calendar days after receipt of such notice to discuss the matter(s) involved in such request(s). If the parties agree that opening is warranted on such matter(s), they shall proceed to negotiate on amendments to same. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendments as agreed to by the parties will be duly executed by the parties.
3. It shall be opened for amendment upon written request of either party made within 30 calendar days after receipt of any order, instruction or regulation of the Office of Personnel management, Department of Defense, or the Department of the Navy which substantially alters the discretionary authority of management with regard to any item dealt with in this Agreement. Requests for such amendments must include a summary of the amendments proposed and make reference to the appropriate order, regulation or instruction upon which each such amendment requested is based. The parties shall meet within 14 calendar days after receipt of such request to open negotiations on such matters. No changes shall be considered except those bearing directly on and falling within the scope of such order, regulation or

instruction and the discretionary area which the same delegates to management.
Such amendments as agreed to by the parties will be duly executed by the parties.

Section 3203 Amendments to this Agreement

Upon execution, the agreement or any amendments to the agreement will be submitted for Agency head review in accordance with 5 U.S.C. 7114(c). The agreement or any resulting changes or amendments shall become effective on the date approved by the Agency head; or on the 31st day following execution of the agreement by the Parties if neither approved or disapproved by the Agency head in accordance with 5 U.S.C. 7114(c).

Section 3204 Exclusive Representation

No agreement, alteration, understanding, variation, waiver or modification of any terms or conditions contained herein shall be made by any employee or group of employees with management.

Section 3205 Precedent

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

Section 3206 Future Agreements

The provisions of this Article; Article Two, Section 201; Article Three, Section 306; and Article Five, Section 501 shall apply to all supplemental, implementing, subsidiary or informal future agreements between the parties.

ARTICLE THIRTY-THREE

SPECIAL PROVISIONS

Section 3301 Alternate Dispute Resolution

1. The parties recognize that legitimate differences will arise during the term of this Agreement. The parties further recognize that traditional methods of dispute resolution, most notably grievance processing and arbitration, are confrontational and expensive, and too often produce results with which neither party is satisfied.
2. The parties are committed to resolving differences in a spirit of cooperation, open communication and dialogue, and honesty, and to resolve such differences at the lowest possible level. The parties jointly encourage supervisors, managers, and employees to approach such disputes in a manner which will foster early and complete identification of the problem, and to jointly explore in a non-adversarial manner all available alternatives to arrive at a solution acceptable to all parties.
3. The parties agree to explore other methods of dispute resolution such as mediation, and to utilize such processes in an attempt to find more efficient, economical, and non-adversarial ways of resolving differences. Such alternate methods will be used upon mutual agreement of the parties and in conjunction with Article 20, Grievance Procedure and Arbitration.

Section 3302 Support of Common Goals

Management - union relations support of common goals

1. The Parties endorse the principle that the labor-management relationship is a local problem solving dialogue between equals and that day-to-day matters that arise at the work site should be addressed at the lowest level of management. In support of this principle, the union representative will communicate directly with individual managers concerning local matters whenever possible. In like manner, management will communicate with designated union representatives on local matters of mutual interest.
2. The parties agree to work together to create a common understanding between stewards and supervisors of the interpretation and applicability of this Agreement.

ARTICLE THIRTY-FOUR

CONTRACTING OUT

Section 3401 A-76 or Similar Study

The employer shall notify the union at the time an A-76 or similar study is scheduled to review contracting out work which is being performed by members of the bargaining unit.

Section 3402 Appeals Concerning A-76

The parties recognize that OMB Circular A-76 is the government-wide regulation that governs contracting out, and any appeals concerning these matters will be made under A-76 procedures or other applicable law or regulation.

ARTICLE THIRTY-FIVE

FINANCIAL DISCLOSURE

Section 3501 Financial Disclosure

Management and the union agree to the implementation of the Financial Disclosure filing requirements and procedures set forth in DOD and Navy guidance, subject to the following:

1. The requirement to file is based upon an employee's official duties and responsibilities. Accordingly, management will annually review the position description of each immediate subordinate to ensure that the position description does accurately reflect the official duties and responsibilities of the employee.
2. The employees' position description should accurately reflect filing requirements and will be changed to reflect any change in filing requirements.
3. Each form OGE-450 shall be held in confidence. Information from a OGE-450 may not be disclosed except as the Counsel, NAVSUP, FLCPS may determine for good cause. Persons designated to review the OGE-450s are responsible for maintaining the statements in confidence and shall not allow access to or disclosure from the OGE-450s except to carry out the purpose of the applicable regulation.
4. When necessitated by reason of duty assignment, infirmity, or other good cause, an extension of time for an employee's filing may be granted by the Counsel, NAVSUP FLCPS. Any OGE-450 submitted shall include appropriate notation of any extension of time granted.
5. Command will provide the union with a listing of persons in the unit who are required to file an OGE-450 each year upon request.

ARTICLE THIRTY-SIX

FURLOUGH

Section 3601 Furlough

When the workforce must be furloughed due to lack of funds, Management shall determine emergency essential activities that must continue during the period of the furlough. The Employer and the union will negotiate over the impact and implementation of each furlough.

ARTICLE THIRTY-SEVEN

DRUG TESTING

8

9

Section 3701 Policy

10 The NAVSUP FLCPS drug testing program is conducted in accordance with Civilian
11 Human Resources Manual, Subchapter 792.3, and the DFWP Handbook.

NAVSUP FLEET LOGISTICS CENTER PUGET SOUND

&

BREMERTON METAL TRADES COUNCIL

NEGOTIATED AGREEMENT

2 August 2012

In witness hereto, the parties have executed this agreement on 2 August 2012.

For Management:

For Union:



W.C. POWER, CAPT, SC, USN
Commanding Officer
NAVSUP FLCPS



RICK D. WILLIAMS
President
BMTC



KEITH BUTTON

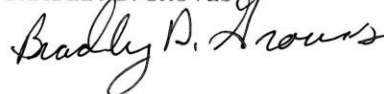


RICHARD A. BUCHART



BARBARA A. MARCINKOWSKI

BRADLEY D. GROVES



BRENDA A. WATSON





DEPARTMENT OF DEFENSE
DEFENSE CIVILIAN PERSONNEL ADVISORY SERVICE
4800 Mark Center Drive
ALEXANDRIA, VA 22350-1100

AUG 13 2012

MEMORANDUM FOR THE COMMANDER, NAVSUP FLEET LOGISTICS
CENTER, ATTN: MS. BARBARA MARCINKOWSKI
1099 TAUTAG CIRCLE
SILVERDALE, WASHINGTON 98315

SUBJECT: Negotiated Agreement between NAVSUP Fleet Logistics Center, Puget
Sound and Bremerton Metal Trades Council

An initial agreement was executed on June 1, 2012 and reviewed by this office pursuant to 5 U.S.C. § 7114(c). By memorandum dated June 29, 2012, the parties were notified that the agreement was disapproved, as six provisions did not conform to law, rule, or regulation. The parties renegotiated the disapproved provisions and submitted them to this office for review. The renegotiated agreement was executed on August 2, 2012 and reviewed by this office pursuant to 5 U.S.C. § 7114(c). After reviewing the revised provisions, we find the revised provisions satisfy the negotiability concerns described in our June 29, 2012 disapproval memorandum. The parties' revised agreement, with the understandings also described in the June 29, 2012 disapproval memorandum, described more fully below, is hereby approved.

In the June 29, 2012 memorandum, the following provisions were approved with the stated understandings:

1. Article 7, Section 713, Newly Hired Unit Employees

"Management agrees that all newly hired unit employees will have a place on their check-in sheet for the Chairperson's initials. Another steward may initial the sheet in the Chairperson's absence."

This provision is approved with the understanding that the referenced check-in is not intended to allow for the union to conduct internal union business, including membership recruitment with employees when the representative and employee are in a duty status.

2. Article 12, Sick Leave, Section 1203, Medical Certificates

"Evidence in support of Sick Leave (Medical Certificates) (I) In accordance with 5 CFR 630.403(a), the Employer may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence."

This provision is approved with the understanding that the parties in implementing this provision intend to apply medical documentation requirements under the renumbered/redesignated 5 C.F.R. § 630.405 instead of section "630.403" recently changed by the Office of Personnel Management.

The approval of this agreement does not constitute a waiver of or exception to any existing law, rule, regulation or published policy.

This action is taken under authority delegated by DoD 1400.25-M, Civilian Personnel Manual, Subchapter 711, Labor Management Relations. Please annotate the agreement to indicate:

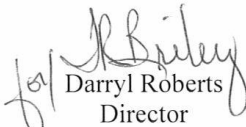
“Approved by the Department of Defense on **AUG 13 2012** .”

Signed copies of the approved agreement, along with one copy of OPM Form 913B, should be forwarded as follows:

- a. Defense Civilian Personnel Advisory Service (DCPAS)
Labor and Employee Relations Division
4800 Mark Center Drive, Suite 5G-21
Alexandria, Virginia 22350-1100
- b. One electronic copy emailed to labor.relations@cpms.osd.mil. An electronic version of OPM Form 913B is available at http://www.opm.gov/forms/pdf_fill/OPM913.pdf .
- c. One electronic copy emailed to Ms. Michele Gonsalves, Esq., Office of Civilian Human Resources, Washington Navy Yard at Michele.gonsalves@navy.mil

If there are any questions concerning the agreement, Mr. Lee Alner can be reached on DSN 426-6301 or commercial (703) 696-6301, extension 407.

A copy of this memorandum was served on the labor organization, which is a party to this agreement, by certified mail on **AUG 13 2012** .


Darryl Roberts
Director
Labor and Employee Relations Division

cc: