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## **PREAMBLE**

This agreement is made and entered into by and between the Naval Air Station, Joint Reserve Base, the Naval Support Activity, the Navy Reserve Force, Fleet Logistics Support Wing Detachment and Fleet Readiness Centers, Mid Atlantic, New Orleans Site, and the Navy Reserve Force, Navy Operational Support Center, New Orleans, Louisiana, hereinafter referred to as the "Employer," and the National Association of Independent Labor, Local 17, hereinafter referred to as the "Union." This agreement and such supplementary agreements as may be agreed to hereunder from time to time, together constitute a collective bargaining agreement between the Employer and the Union,

## **WITNESSETH**

WHEREAS, the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

WHEREAS, the well being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

WHEREAS, the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

WHEREAS, subject to law and the paramount requirements of public service, effective labor-management relations within the Federal service require a clear statement of the respective rights and obligations of the parties.

NOW, THEREFORE, the parties agree hereto, as follows:

## **ARTICLE 1**

### **RECOGNITION AND UNIT DESIGNATION**

The Employer recognizes the Union as the exclusive bargaining representative for the following consolidated units:

#### **Bargaining Unit 1**

All wage grade and general schedule employees of the Naval Air Station, Joint Reserve Base, and the Naval Support Activity, New Orleans, Louisiana, excluding all firefighters, professionals, management officials, supervisors and employees described in 5 U.S.C. Section 7112(b)(2),(3), (4), (6) and (7).

#### **Bargaining Unit 2**

All wage grade and general schedule employees of Commander, Navy Reserve Force, Fleet Logistics Support Wing Detachment and Fleet Readiness Centers, Mid Atlantic, New Orleans Site and Naval Operational Support Center, Naval Air Station, Joint Reserve Base, New Orleans, Louisiana, excluding all supervisors, management officials, professional employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

#### **Bargaining Unit 3**

All wage grade and general schedule employees of Fleet and Industrial Supply Center, Jacksonville, Detachment New Orleans, Louisiana, excluding all supervisors, management officials, professional employees and employees described in 5 U.S.C. 7112 (b)(2), (3), (4), (6), and (7).

## ARTICLE 2

### PROVISIONS OF LAWS AND REGULATIONS

**Section 1.** It is agreed and understood by the Employer and the Union that in the administration of all matters covered by this Agreement, the parties are governed by existing or future laws and government-wide regulations of appropriate authorities, by published agency policies and regulations in existence at the time the Agreement is approved.

**Section 2.** The fact that the Union agrees to published agency policies and regulations at the time the agreement is approved does not preclude the Union from requesting to meet and negotiate, subject to statute, any agency policy and regulation.

## **ARTICLE 3**

### **DEFINITIONS**

“Conditions of employment” means personnel policies, practices and matters, whether established by rule, regulation or otherwise, affecting working conditions as defined by law.

“Supervisor” means an individual having authority to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action by the consistent exercise of independent judgment.

“Immediate/First Level Supervisor” means the individual who has the authority to sign the employee’s performance appraisal, approve leave, and certify time worked and attendance.

“Management official” means an individual in a position of which the duties and responsibilities require or authorize the individual to formulate, determine or influence agency policies.

“Seniority” means an individual’s employment date with the Command.

“Compressed work schedule: means a work schedule that includes less than ten workdays in a pay period, such as the 5-4/9 schedule made up of eight nine-hour days and one eight-hour day per pay period and the 4/10 schedule made up of eight ten-hour days per pay period. These schedules result in one or two additional non-workdays per pay period.

“Gender” means a sub-grouping of employees by sex and normally refers to the practice of describing policies as affecting either sex equally unless specifically described otherwise. A policy which refers to “he” applies to either male or female employees.



## ARTICLE 4

### EMPLOYER RIGHTS

**Section 1.** Subject to Section 2 of this Article, nothing in this Article shall affect the authority of any management official of the agency –

(a) To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

(b) In accordance with the applicable laws –

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

(2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

(3) with respect to filling positions, to make selections for appointments from –

(A) among properly ranked and certified candidates for promotions; or

(B) any other appropriate source; and

(4) to take whatever actions may be necessary to carry out the agency mission during emergencies.

**Section 2.** Nothing in this Article shall preclude the Employer and the Union from negotiating:

(a) at the election of the agency, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project or tour of duty, or on the technology, methods, and means of performing work;

(b) procedures which management officials of the agency will observe in exercising any authority under this Article; or

(c) appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

## ARTICLE 5

### EMPLOYEE RIGHTS

**Section 1.** Each employee has the right, freely and without fear of penalty or reprisal to form, join, and assist the Union or to refrain from such activity. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer or steward.

**Section 2.** The Employer agrees that employees in the exercise of these rights shall be protected from interference, restraint, coercion, or discrimination by any representative of the Employer.

**Section 3.** Nothing in this agreement shall require an employee to become or to 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 deduction.

**Section 4.** Nothing in this agreement precludes any employee in the bargaining unit, regardless of union membership, from bringing matters of personal concern to the attention of appropriate officials under applicable law, rule, regulation, or established agency policy or from choosing his/her own representative in a grievance or appellate action except when the grievance is covered under the negotiated procedure contained in this Agreement.

**Section 5.** The Union shall be given the opportunity to be represented at any examination of a unit employee by a representative of the Employer in connection with an investigation if;

- a. the employee reasonably believes that the examination may result in disciplinary action against the employee; and
- b. the employee requests representation.

**Section 6.** Prior to the commencement of an investigatory examination the employee will be informed of the purpose of the examination.

**Section 7.** In the administration of this Agreement, and working conditions, all employees will be treated in a fair and equitable manner.

**Section 8.** The employee has the right to confer with the Union during duty hours concerning grievances, complaints, appeals or other appropriate matters. An employee desiring to confer with a Union representative will make the request for time to his/her immediate supervisor prior to leaving his/her work area. Such absences from the work area will be limited to reasonable amount(s) sufficient in duration to conduct discussions and/or actions deemed necessary.

## ARTICLE 6

### UNION RIGHTS AND OBLIGATIONS

**Section 1.** The Union shall accept employees of the bargaining unit as members without discrimination based on color, race, religion, national origin, political affiliation, marital status, and physical or mental handicap.

**Section 2.** The Union shall act for and negotiate agreements covering all employees in the unit and shall be obliged to represent the interests of all such employees without discrimination and without regard to union membership in matters covered by the Agreement.

**Section 3.** The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

**Section 4.** The Employer agrees to include a Union check-in process for all new unit employees. A Union representative may be present during orientation. The Employer will advise the Union of orientation sessions. The Union will be listed on the Employer check-in and check-out form.

## ARTICLE 7

### UNION REPRESENTATION

**Section 1.** The Employer shall recognize the officers and stewards of the Union. The Union will keep the Employer advised in writing of the names of its officers and stewards.

**Section 2.** Union representatives will be granted reasonable time off without charge to leave to perform representational functions within their respective unit. Representational functions include:

- a. investigate prepare and/or present grievances, appeals, claims and to represent employees or act as the Union's Representative in a third party or statutory appeal.
- b. consult and/or negotiate with employer or designee concerning personnel policies, practices, and conditions of employment; research and prepare recommendations and/or proposals in connection with the above consultations, negotiations, or meetings;
- c. to participate on a Committee pursuant to this agreement;
- d. administration of the negotiated agreement; and to prepare for meetings with the Employer;
- e. to enter into problem-resolving discussions with the Employers or with Employees with respect to matters affecting conditions of employment of Employees;
- f. to prepare required reports and correspondence to outside Federal Agencies such as the U.S. Department of Labor and Internal Revenue Service;
- g. third party proceedings where the union is authorized to represent the employee;
- h. travel time to visit off station sites; and
- i. as otherwise authorized by this Agreement.

**Section 3.** Representatives will provide reasonable advance notice to their immediate supervisors whenever they wish to leave their official duties to perform any of their representational responsibilities and will report to their supervisors when they return. Permission will be granted upon request except when work exigencies preclude such release. Official time will not be unreasonably denied. The Union will cooperate with the Employer in maintaining a record of time spent for union representational activities.

**Section 4.** The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against Union officials and stewards in the performance of duties related to their responsibilities as the exclusive representative for unit members.

**Section 5.** Representatives of the national office for NAIL will be allowed to visit the facilities on appropriate union business.

**Section 6.** The representative of the Union for administration and implementation of this Agreement will be the duly-elected or appointed President of the local or the person whom he/she designates in writing to act in his/her place.

**Section 7.** The Union will be provided a listing of all committees established by the Employer. The Union may appoint a member to each of those committees.

## ARTICLE 8

### EMPLOYER-UNION MEETINGS

**Section 1.** Union representatives may meet with management officials of the Employer on appropriate subjects of general interest to employees.

**Section 2.** A Union representative desiring to meet with a management official on an appropriate subject of general interest to employees shall orally inform his/her immediate supervisor of the name of the official with whom he/she desires to meet.

**Section 3.** Earnest attempts shall be made to satisfactorily resolve appropriate matters of general interest to employees at the lowest possible management official/Union representative level.

## ARTICLE 9

### NEGOTIATIONS

**Section 1.** It is agreed that the Employer shall negotiate with the Union on all proposed changes in conditions of employment. It is understood that the Employer in this context means a representative with delegated authority to speak for the Commander.

**Section 2.** Negotiation is defined as collective bargaining between the Employer and the Union with the objective of reaching formal written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations, and published policies.

**Section 3.** Procedures for Bargaining. The following procedures for bargaining will be followed unless otherwise agreed to by the parties.

a. The Employer agrees to notify the Union President in writing prior to the planned implementation of a proposed change in conditions of employment. The notification will indicate the general nature of the proposed change and the planned implementation date.

b. The Union shall have ten (10) calendar days from the date of notification to request bargaining. A meeting will be held to discuss the proposed change. After conclusion of the meeting and upon receipt by the Union of any requested information the Union will have ten (10) calendar days to forward written proposals to the Employer.

c. If the Union does not request bargaining within the (10) calendar day time limit, the Employer may implement the proposed change(s).

d. Bargaining will normally commence within ten (10) calendar days, after submission of Union proposals, unless otherwise agreed upon by the parties.

e. The Employer shall have ten (10) calendar days from the date of receipt of Union initiated proposed change to conditions of employment to forward written proposals to the Union. Bargaining will normally commence within ten (10) calendar days, unless otherwise agreed upon by the parties.

**Section 4.** It is recognized that this Agreement is not all inclusive, and the fact that certain working conditions have not been specifically covered in the Agreement does not lessen the responsibility of either party to meet with the other for discussion and exchange of views and/or negotiations in an effort to find mutually satisfactory solutions to matters related to policies, practices, procedures and conditions of employment not covered by this Agreement.

**Section 5.** Issues regarding negotiability of an item under discussion will be resolved in accordance with applicable provisions of Title V of USC and the rules and regulations of the Federal Labor Relations Authority.

## ARTICLE 10

### PAYROLL WITHHOLDING OF UNION DUES

**Section 1.** An employee who is a member in good standing of the Union may voluntarily authorize an allotment from his pay to cover regular dues for such membership provided that all the following requirements are met:

a. The employee receives an established amount of pay that is sufficient after legal deductions and other authorized allotments to cover the full amount of the allotment for the established dues.

b. The employee has voluntarily completed a request for such allotment from his pay with full knowledge of the limitations on revocation of the authorization.

c. The employee is included in the unit for which exclusive recognition has been granted.

#### **Section 2**

a. The Union agrees to provide to its members in good standing the prescribed authorization form, SF-1187, and to receive completed forms from members who want to request allotment. The President of the Union is designated to receive completed forms, to enter the correct amount of the regular dues to be deducted for the member each pay period, and to determine whether the member is in good standing in the Union. He will then complete the required request for certification and submit the forms for processing. The Human Resources Liaison Office will certify Union membership eligibility, and the Comptroller Office will electronically transact withholding with the servicing payroll office retaining the SF-1187 as documentation.

b. Allotments authorized on properly completed and certified forms which are received by the Employer will be processed in an expeditious manner.

**Section 3.** The Employer will withhold the amount of regular dues set by the Union from the pay of each employee for whom it has a properly executed current allotment authorization. If the amount of regular dues is changed, the Union will notify the Employer in writing of the change. Only one (1) such change will be made in any period of 12 consecutive months.

**Section 4.** The Employer will terminate an allotment:

a. At the end of the pay period following notification of loss of exclusive recognition by the Union.

b. At the end of the pay period during which an employee separates from the unit or moves to a position not included within the unit of recognition.

c. At the first complete pay period after written notification is received from the Union that an employee is no longer a member in good standing in the Union.



d. Upon receipt of a properly completed SF-1188, at the beginning of the first pay period one calendar year after the employee's dues have been withheld, or if the allotment is not revoked at the end of the first year it has been in effect, any revocation will be effective on the first pay period beginning on or after September 1 provided the revocation is received by the Employer prior to September 1. Employees desiring to submit a revocation form (SF-1188) must submit the completed form during the 6 weeks prior to the revocation period to the Employer. A copy of these forms will be provided to the local Union.

**Section 5.** A supply of SF-1188's will be maintained in the Servicing Comptroller Office. An employee may request one of these forms personally or in writing from the Comptroller office. The form will be released only upon proper request of an employee. These forms will not be stocked except in the Comptroller office and the Union office.

**Section 6.** Remitting the Amount withheld. Upon disbursement for each pay period, the Payroll Office will certify for payment the net amount of dues withheld from employee salaries and forwarded to the designated NAIL bank account. The Union will be provided a report of the employee members designated by their Union local number, who have current allotment authorizations on file; the amount withheld from each person's pay; and a statement showing the total amounts withheld and the net balance remitted. Also identified will be those employees whose pay is not sufficient to cover the full amount of the deductions and whose allotments are being terminated at the beginning of the next pay period. A copy of this listing will also be provided to the Local.

## ARTICLE 11

### INFORMATION AND UNIT MEMBERSHIP LISTS

**Section 1.** The Employer, at the request of the Union, but not more than twice a year, will furnish the Union with a list of names, work site mailing addresses, series, grades, organizational codes and duty stations of all employees in the bargaining unit. This information, which will be furnished within fifteen calendar days after the written request is received, will be used in conjunction with administering this Agreement and for membership solicitation purposes.

**Section 2.** The Union will be provided access to organization charts and changes thereto.

## ARTICLE 12

### UNION OFFICE SPACE

**Section 1.** The Employer will provide the Union on each installation a private, handicap accessible, lockable office space, office furniture, utilities, a telephone with long distance access, and a computer, printer and fax at no cost to the Union. The Employer will furnish the Union, on a loan basis, desks and file cabinets for use in the space provided. Such other office furniture and equipment as the Union requests for use in the space provided may be furnished on a loan basis, if available from existing stocks over the Employer's local requirements. The space, utilities, furniture and equipment furnished will be used by the Union only in the conduct of business specifically authorized by this Agreement and the Employer.

**Section 2.** Union representatives will be authorized to use their existing computer, telephone and copy machines to conduct Union representational duties.

**Section 3.** Parking spaces will be available outside each Union office. The Union will have one parking space to each Union office marked for "Union Visitors" and one parking space to each Union office marked for "Handicapped."

## ARTICLE 13

### UNION TRAINING SESSIONS

**Section 1.** Recognized officers and stewards of the Union will be excused without charge to leave in conjunction with attendance at training or briefings on subjects within the scope of the statute.

**Section 2.** Excused absences will be authorized subject to work exigencies for training sessions or briefings not to exceed sixteen (16) hours per calendar year for each steward and forty (40) hours per calendar year for each officer and chief steward.

**Section 3.** Requests for excused absence should be submitted to the Commanding Officer/Officer in Charge at least ten (10) calendar days in advance of the training using a standard "Request for Training" form.

**Section 4.** The Union will be permitted to use available Employer-owned projectors and training aids when conducting on-site Union sponsored training sessions.

## **ARTICLE 14**

### **PUBLICITY**

**Section 1.** The Union shall be allowed 18” x 22” of existing, official bulletin boards located in buildings where members of the unit are employed to put up their notices and informational bulletins/letters.

**Section 2.** Literature posted must not violate any law or regulation or the security of the Employer, or contain scurrilous or libelous material.

**Section 3.** The Union is authorized use of the Employer e-mail services.

**Section 4.** The Union will have a link on the base home page.

## ARTICLE 15

### EQUAL EMPLOYMENT OPPORTUNITY

**Section 1.** The Employer agrees it shall not discriminate regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, handicapping conditions, or prior EEO activity, in accordance with applicable laws and regulations.

**Section 2.** The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons and in promoting the full realization of equal employment opportunity through continuing programs of affirmative action.

**Section 3.** An employee who believes he/she has been discriminated against may pursue his/her dissatisfaction through EEO complaint procedures. An EEO complaint must be initiated within 45 calendar days of the discriminatory act or of the employee becoming aware of a discriminatory act. An employee may have a personal representative of his/her choice, as provided by regulation, if pursuing an EEO complaint.

**Section 4.** The Union may raise to the Command Equal Opportunity Officer issue(s) relative to Equal Employment matters. Requests for such a meeting should include the subject matter to be discussed.

## ARTICLE 16

### EMPLOYEE ASSISTANCE PLAN

**Section 1.** The Employer and the Union recognize the need to assist an employee whose job performance is adversely affected by medical, behavioral, and emotional problems. The Union supports the Employer's Employee Assistance Program as a means for providing information, education, and other appropriate assistance or referral services for employee problems.

**Section 2.** The Employer and the Union jointly recognize the importance of prevention and rehabilitation aspects of alcohol and drug abuse problems. The Union supports the Employee Assistance Program as a means to restore employee alcohol and drug abusers to effective duty.

**Section 3.** An employee acknowledging an alcohol or drug abuse problem which affects job performance or conduct shall be given the opportunity to avail himself/herself of program resources and reasonable time to obtain assistance rehabilitation.

**Section 4.** Records created in relation to an employee's alcohol or drug problem will be regarded as confidential. (Information from these records will be released to the employee's union representative upon written authorization from the employee.)

**Section 5.** The Employer agrees that no unit employee will have his job security or promotion opportunities jeopardized by making such a request for professional assistance or referral, except as limited by laws and applicable regulations which relate to sensitive positions. The Employer further agrees that unit employees with problems of alcohol abuse or drug abuse will receive the same consideration and offer of assistance that is extended to other employees having any other illness or health problems.

## **ARTICLE 17**

### **BENEFICIAL SUGGESTION PROGRAM**

**Section 1.** The parties agree to promote participation of employees in the Beneficial Suggestion Program.

**Section 2.** Beneficial Suggestions should be submitted through appropriate supervisory channels to the Awards Coordinator. The Employer will make suggestion forms available at the departments and the Human Resources Office

**Section 3.** The employee will be advised by the awarding authority, in writing, of the adoption or rejection of the suggestion. Awards for suggestions will be in accordance with applicable regulations. Upon request, the employee will be advised of the status of suggestions that are delayed beyond thirty (30) days.



## ARTICLE 18

### HOURS OF WORK

**Section 1.** The administrative workweek is established as the 7-day calendar week beginning at 0001 Sunday and ending at 2400 Saturday. The basic workweek for full-time employees is defined as Monday through Friday, eight hours per workday, 40 hours per week, and results in 80 hours per pay period except for employees working an Alternative Work Schedule (AWS). Employees have the option to work an AWS in accordance with Office of Personnel Management guidance. Police Officers are excluded from working AWS. Supervisors and employees may agree to temporarily shift these hours to meet mission requirements.

**Section 2.** AWS is defined as a flexible or compressed schedule.

a. Flexible Work Schedule (FWS): A work schedule consisting of ten (10) workdays (Monday through Friday), eight (8) hours each within the biweekly pay period, with fixed starting and ending times and core hours. Once selected, the hours are fixed.

b. Maxiflex: A work schedule consisting of eighty (80) hours each biweekly pay period, with fixed core hours and flexible starting and ending times.

c. Compressed Work Schedule (CWS): A work schedule consisting of a total of 80 hours worked over less than ten (10) workdays (Monday through Friday) in a biweekly pay period.

(1) 5-4/9: The 5-4/9 encompasses 80 hours in 9 workdays consisting of eight (8) 9-hour days and one (1) 8-hour day.

(2) 4-10: The 4-10 is a work schedule of four (4) 10-hour days per week.

**Section 3.** As outlined by OPM, the term “Tour of Duty” defines the limits within which an employee must complete his basic work requirement. A “Tour of Duty” comprises all hours and days for which flexible and core hours have been designated.

**Section 4.** The Employer may require employees to revert to a traditional five (5) day, 40 hour workweek, to accommodate events such as employee training or travel.

**Section 5.** The Employer may require employees to revert to a traditional five (5) day, 40 hour workweek if placed on a Performance Improvement Plan (PIP) or attendance related disciplinary action.

**Section 6.** The normal hours of operation shall be from 0600 to 1800, Monday through Friday. As outlined by OPM, “Core Hours” are defined as the time period(s) of the work day, work week or pay period within the “Tour of Duty” during which an employee covered by a flexible work schedule is required by the Employer to be present for work or in approved leave status. Core Hours are 0900 to 1100 and 1300 to 1500 on Monday through Friday.

**Section 7.** If more than one person requests the same Regular Day Off (RDO), the tie-breaking determinant will be based on the employee with the oldest Service Computation Date for leave purposes.

**Section 8.** Wage grade employees will be paid night differential if the majority of hours fall between 3 p.m. and 8 a.m. General Schedule employees will be paid night differential for hours worked between 6 p.m. and 6 a.m.

**Section 9.** Employees will be granted either a ½ hour or 1 hour non-paid lunch period between the fourth and sixth hour of work each day. An employee who wishes to extend his lunch hour period must coordinate it in advance with the supervisor, and the additional thirty minutes will be added to the workday.

**Section 10.** Employees will be allowed to take two fifteen (15) minute breaks, one during each half of the administrative workday. These breaks cannot be taken during the first or last hours of the workday, and cannot be combined with the lunch period. These fifteen (15) minute breaks may be broken into two (2) or three (3) periods. However, smoking breaks will count toward the breaks. Additional smoking breaks are not authorized.

**Section 11.** In support of special events, employees may volunteer for compressed work schedules consisting of four (4) ten (10) hour days or three (3) twelve (12) hour days plus one (1) four (4) hour day. Alternatively, employees may volunteer for compensatory time to work these special events. Those employees who do not volunteer will not be required to work compressed work schedules or compensatory time.

**Section 12.** Employees can change their permanent hours of work by coordinating with their immediate supervisor at least three (3) workdays prior to the desired change. Employees can change their desired work schedule (e.g. 5-4/9 or 4/10) through coordination with their immediate supervisor at least one (1) pay period prior to the desired change. Only two such work schedule changes will be allowed per year.

**Section 13.** The Security Department will continue existing policies and practices except as denoted in Article 47. Either party may initiate negotiations on proposed changes to policies and practices.

## ARTICLE 19

### OVERTIME

**Section 1.** Overtime work is hours in a pay status in excess of eight (8) hours in a day or forty (40) hours in a workweek as provided for in applicable laws and regulations. For employees using a compressed schedule, overtime is work performed in excess of the number of hours the employee was scheduled to work in a day or hours in a pay status exceeding the eighty (80) hour bi-weekly pay period.

**Section 2.** In the assignment of scheduled overtime, the Employer agrees to provide the employee at least one (1) day advance notice for readjustment of personal commitments. In cases of unscheduled overtime or emergency overtime, it is recognized that little advance notice will be possible because of unforeseen mission requirements; however, the Employer will notify the employee as soon as the need for overtime is recognized. An employee may be excused from overtime for personal reasons if there is another qualified employee willing to serve in his place.

**Section 3.** Overtime will be computed in accordance with applicable regulations.

**Section 4.** The Employer agrees that overtime work will be offered equitably among the employees. Consideration will first be given to those employees who possess the necessary qualifications within the immediate organizational element where the overtime need exists. The parties recognize that continuity of work and special skills are valid exceptions to the normal rotation on an equitable basis. The Employer will maintain overtime rosters. Overtime rosters will be rotated on a seniority basis.

**Section 5.** When it is necessary for employees to return to the work site outside of their scheduled work hours to perform unscheduled overtime work, they shall be paid a minimum of two (2) hours overtime.

**Section 6.** If an employee refuses overtime for the purposes of this agreement in determining the equal distribution of overtime, the overtime refused will be counted as overtime worked.

**Section 7.** The Employer will provide the Union, upon request, with necessary and pertinent information concerning overtime hours worked to aid in resolving inquiries into overtime distribution alleged by specific employees. New employees will be credited with the same number of hours as the employees of the same grade and title with the lowest number of hours in the Department.

**Section 8.** Before directing overtime, qualified volunteers from the roster will be solicited from the immediate organizational element. When volunteers from the roster are no longer available, the Employer may direct overtime. When directing employees to work overtime, the employee with the least amount of overtime actually worked will be assigned the overtime.

**Section 9.** An employee away from his regularly assigned position (detail, temporary promotion, leave, light duty, etc.) will be credited with overtime as if actually worked for the purpose of determining equal distribution of overtime.

**Section 10.** Employees who are required to work overtime without prior notice in emergency cases will be allowed a three (3) minute phone call.

**Section 11.** Employees who are nonexempt under the Fair Labor Standards Act (FLSA) may elect to receive compensatory time off in lieu of overtime pay for irregular or occasional overtime worked. Compensatory time will be administered in accordance with 5 CFR 532, 550, and 551 and appropriate regulations.

**Section 12.** When illness or an emergency prevents an employee from reporting for duty to perform overtime, the employee should notify the employer as soon as practicable prior to the scheduled start time of the overtime assignment, but not later than one (1) hour after the start time of the overtime assignment.

## ARTICLE 20

### ANNUAL LEAVE

**Section 1.** The employee shall earn and be granted annual leave in accordance with applicable regulations. Annual leave may be taken in one tenth (1/10) hour increments.

**Section 2.** The Employer agrees to grant annual leave to employees for the purpose of rest, relaxation, recreation, or for other justifiable reason consistent with workload requirements. Approval of requests for annual leave for unforeseen emergency reasons will be considered as the circumstances warrant.

**Section 3.** It is agreed that the granting of annual leave will not be restricted to the extent that earned leave is forfeited by an employee. The Employer will advise employees to schedule leave throughout the year consistent with workload requirements to prevent such forfeiture. Any “use or lose” leave must be scheduled and approved prior to the beginning of the third pay period prior to the end of the leave year in order to be eligible for restoration of annual leave.

**Section 4.** It is agreed that no employee shall be called back from leave unless an emergency or workload exigency arises and no other qualified employee is available to perform the required duties.

**Section 5.** An employee unable to report for duty because of a personal emergency should request annual leave by notifying the immediate supervisor or designee or up the chain of command prior to the beginning of the regular scheduled work shift, but no later than one (1) hour after the start of the shift, unless precluded by circumstances beyond his control.

**Section 6.** All employees may submit annual leave schedules for the leave year by the second Tuesday in January. The employee’s needs and desires will be considered by the Employer. Seniority will be used when all requests for annual leave cannot be approved. Other annual leave will be on a first come, first served basis.

**Section 7.** Regular days off immediately preceding and following scheduled vacation periods will be treated as part of the vacation schedule, to permit employees to include those days in their vacation plans.

## ARTICLE 21

### SICK LEAVE

**Section 1.** Employees shall earn and be granted sick leave in accordance with applicable regulations and provisions of this Agreement. Sick leave is authorized when properly requested for an employee who is incapacitated for duty because of illness; injury; pregnancy and resulting confinement as ordered by a physician; medical, dental or optical examination; or when confined because of exposure to a contagious disease requiring isolation or quarantine. Sick leave will be charged in one tenth (1/10) hour increments.

**Section 2.** Requests for sick leave will be made in advance of a scheduled appointment for medical, dental or optical treatment. Other sick leave absence will be reported by contacting the supervisor or designee or up the chain of command as soon as possible but not later than one (1) hour after the start of his/her regularly scheduled work shift unless precluded by circumstances beyond his/her control.

**Section 3.** Each employee is expected to use the minimum amount of sick leave necessary for obtaining treatment. If possible, appointments will be made on non-workdays. Where sick leave is requested, the supervisor approving the leave will take into consideration the time of appointment and travel time necessary.

**Section 4.** Periods of absence on sick leave in excess of three workdays should be supported by a medical certificate. This certificate should be furnished to the Employer upon return to duty. Signed statements by employees explaining the nature of their illness will be accepted when it is unreasonable to require a medical certificate because the illness does not require the services of a physician. In cases of extended or extensive absence(s), the employee may be required to submit a medical statement from a certified health care provider. Normally, the diagnosis, prognosis, and appropriate applicable restrictions on activities should be sufficient.

**Section 5.** When in individual cases there is reason to believe that the sick leave privilege has been abused, a medical certificate may be required to justify the granting of sick leave thereafter. In such cases, the employee will be advised in writing that a medical certificate will be required to support a future grant of sick leave, regardless of duration.

**Section 6.** The Employer will review the official sick leave record of each employee required to furnish a doctor's certificate at least semi-annually from date of issue to determine whether or not this requirement is necessary. The employee will be notified in writing if the letter of requirement will be withdrawn.

**Section 7.** The number of hours of sick leave used will not in themselves establish abuse.

**Section 8.** The Employer agrees to advance sick leave not to exceed 240 hours in established deserving cases of serious disability or ailment. Such leave is subject to the following:

a. The employee furnishes written evidence from a physician or practitioner that the employee is expected to return to duty on a permanent basis;

b. The employee has exhausted all accumulated sick leave and any annual leave in excess of 240 hours;

c. There is no evidence indicating the employee will not remain employed after his/her return to duty long enough to repay the advanced sick leave; and

d. The employee is not under a written medical certification requirement.

**Section 9.** Sick leave should be granted when a member of the immediate family of the employee is afflicted with a contagious disease (a disease subject to quarantine or isolation of the patient by health authorities having jurisdiction) which requires the care and attendance of the employee; or when, through exposure to contagious diseases, the presence of the employee at his/her post of duty would jeopardize the health of others. A contagious disease is that which is ruled as subject to quarantine, requires isolation of the patient, or requires restriction of movement by the patient for a specified period of time. Sick leave should also be granted to an employee to care for a family member with a serious health condition as defined in 5 CFR 630.1202.

**Section 10.** Sick leave records shall be considered personal in nature, and as such, are confidential. Records of sick leave shall be maintained only by those persons properly designated to maintain them.

**Section 11.** Sick Leave for Adoption

a. Employees will be authorized sick leave for purposes related to the adoption of a child. Accordingly, sick leave may be used for appointments with adoption agencies, social workers, attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed. Additionally, sick leave may be granted for any periods during which an adoptive parent is ordered or required by the adoption agency or by the court to be absent from work to care for the adopted child. Adoptive parents who voluntarily choose to be absent from work to bond with or care for an adopted child may not use sick leave for this purpose. Parents may use annual leave or leave without pay for these purposes.

b. The same limitations apply in the case of adopted children, once adopted, as in the case of biological children with regard to the use of sick leave.

c. Requests for sick leave for adoption purposes must be submitted as far in advance as possible and be supported by documentation that is administratively acceptable.

## **ARTICLE 22**

### **FAMILY AND MEDICAL LEAVE**

Entitlements under the Family and Medical Leave Act (FMLA) are in accordance with 5 CFR 630-1201, Subpart L.



## **ARTICLE 23**

### **BONE MARROW OR ORGAN DONATION**

In accordance with 5 U.S.C. 6327, an employee may use up to but will not exceed seven (7) days of paid leave each calendar year to serve as a bone-marrow donor. An employee also may use up to but will not exceed thirty (30) days of paid leave each calendar year to serve as an organ donor. Leave for bone marrow and organ donation is a separate category of leave that is in addition to annual and sick leave. Except in emergency cases, such absences must be requested by the employee in advance of the absence. They must be submitted in writing through the First Level Supervisor to the Commanding Officer, or designee, for approval. The request must state the nature of the donation and the amount of time requested. Any additional absence must be charged to annual leave, sick leave, or leave without pay, whichever is applicable. Official documentation from the medical center/provider must be submitted along with the request.

## ARTICLE 24

### COURT LEAVE

**Section 1.** In accordance with 5 U.S.C. 6322, 5537, and 5515, an employee is entitled to Court Leave (paid time off without charge to leave for service as a juror or witness). The employee must be attending judicial proceedings as a juror or witness on behalf of the U.S Government, the District of Columbia, or a state or local government. An employee who is summoned as a witness in an official capacity on behalf of the Federal Government is on official duty, not Court Leave.

**Section 2.** A copy of the official summons shall be presented to the First Level Supervisor prior to the beginning of the Court Leave. Documentation from the court, stating the dates the employee was present for jury duty, shall be presented to the First Level Supervisor upon completion of service.

**Section 3.** An employee is responsible for informing his First Level Supervisor if he is excused from jury or witness service for one (1) day or more or for a substantial part of a day. If an employee is excused from jury duty with sufficient time to enable that employee to return to duty for at least two hours of the scheduled work day (including travel time) the employee shall return to duty unless granted appropriate leave by the Employer.

**Section 4.** If an employee receives regular pay from the government for a period of Court Leave, the employee will reimburse the government for the amount paid by the court, except that employees may retain reimbursement for out-of-pocket expenses (e.g. mileage, tolls, and parking).

**Section 5.** When an employee's witness service is not in connection with a judicial proceeding to which a government entity is a party, and that service is not associated with the employee's official capacity, the employee's absence from duty must be charged to annual leave or LWOP, and the employee may accept fees and expenses incidental thereto.

## ARTICLE 25

### LEAVE WITHOUT PAY

**Section 1.** Leave Without Pay (LWOP) is a temporary non-pay status and absence from duty that may be granted at the employee's request. LWOP shall be administered in accordance with applicable laws and regulations.

**Section 2.** Employees have an entitlement to LWOP in the following situations:

a. The Family and Medical Leave Act of 1993 (FMLA) (Public Law 103-3, February 5, 1993), provides employees with an entitlement to a total of up to 12 weeks of unpaid leave (LWOP) during any 12-month period for certain family and medical needs.

b. The Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353) provides employees with an entitlement to LWOP when employment with an Employer is interrupted by a period of service in the uniformed service.

c. Executive Order 5396, of July 17, 1930, provides that disabled veterans are entitled to LWOP for necessary medical treatment.

d. While receiving worker's compensation payments from the Department of Labor, Office of Workers Compensation Program.

**Section 3.** Employees in an approved LWOP status will retain all rights and privileges with respect to retirement status and coverage under the Federal Employees Group Life Insurance and Federal Employees Health Benefits Program, to the extent that they are entitled to such benefits

**Section 4.** When a liberal leave policy is in effect, and leave is granted, LWOP may be approved for employees who request leave for the period of time covered by the liberal leave policy.

## ARTICLE 26

### HOLIDAYS AND HOLIDAY OBSERVANCE

**Section 1.** Employees shall be entitled to all holidays now prescribed by law and any that may be later added by law and all holidays that may be designated by Executive Order.

**Section 2.** Employees shall receive the number of hours normally scheduled to work on a day designated a holiday, at their regular hourly rate of pay, on all days defined as holidays that they are not required to work.

**Section 3.** All employees who work on holidays during their regular shift shall receive holiday pay computed in accordance with applicable regulations.

**Section 4.** Employees assigned to regularly scheduled night work are entitled to night differential pay in accordance with applicable regulations on all days designated as holidays on which they are not required to work.

**Section 5.** Section 5. When a holiday falls on a Saturday, the holiday will be observed on the preceding Friday; likewise, when a holiday falls on a Sunday, it will be observed on the following Monday for employees whose tour of duty is Monday through Friday..

**Section 6.** For employees who are scheduled to work on Sunday in their basic workweek, and a holiday falls on a regular scheduled workday in lieu of Sunday, the next scheduled workday will be observed as the holiday. For employees scheduled to work on Saturday, and a holiday falls on a regular scheduled workday in lieu of Saturday, the previous scheduled workday will be observed as the holiday.

**Section 7.** For employees on Compressed Work Schedules, if a holiday occurs on Sunday, the following regularly scheduled workday is the employee's in-lieu of holiday. If the holiday falls on any other day, the in-lieu of holiday is the preceding regularly scheduled workday.

## ARTICLE 27

### EXCUSED ABSENCES

**Section 1.** Unit employees should be excused from duty to donate blood. If a unit employee is accepted as a donor and in fact donates blood, he/she normally will be excused from work for a period of up to four hours, such time to count from the time he/she left his/her place of work. In special cases, when the Employer determines that an employee can be spared to donate blood but cannot be spared from work for a period of four hours, the employee must be so informed in sufficient time for the employee to decide whether or not he/she wishes to make the donation under those circumstances.

**Section 2.** Unit employees will be excused to participate in interviews and written examinations conducted under the Department of the Navy Merit Promotion (Staffing) Program for positions within the New Orleans Commuting Area provided the interviews or examinations are conducted during regularly scheduled working hours.

**Section 3.** Employees may be granted excused absences for other purposes in accordance with regulations.

**Section 4.** Immediate Supervisors may grant excused absences for up to 59 minutes.

**Section 5.** Tardiness: Employees are expected to report for work on time and to be present for the prescribed tour of duty. Reasons for tardiness shall be reported promptly to the Immediate Supervisor. Infrequent tardiness should be excused by the supervisor. Frequent instances of tardiness or lengthy periods of tardiness may be charged to annual leave or absence without leave, as appropriate.

## ARTICLE 28

### ADVERSE WEATHER AND CONDITIONS

**Section 1.** Adverse weather and disaster conditions will be governed by applicable Activity instructions and this Article.

**Section 2.** When the Employer decides during non-duty hours to operate on a reduced basis or close the installation due to adverse weather conditions, the Employer will disseminate the information to local radio and TV stations or other appropriate means immediately after the decision is made

**Section 3.** When the Employer decides that activities must be curtailed due to inclement weather, power failure, or other interruptions, employees considered essential, as determined by the Employer, will be required to report or remain on duty. All other employees will be administratively excused without charge to leave or loss of pay. When administrative excusal is authorized at the beginning of the shift, all nonessential employees who report for work will be excused without charge to leave for that portion of the shift for which excusal is authorized. All other absences will be appropriately charged depending on the circumstances involved.

**Section 4.** When it has been determined that activities must be curtailed due to adverse weather conditions, mission-essential employees are expected to make every reasonable effort to report for duty. If it is impossible for mission-essential employees to report for duty, they will be excused in accordance with the Article. Mission-essential personnel will be designated in writing.

**Section 5.** The Employer will inform the Union President of curtailment of operations due to adverse conditions.

**Section 6.** The following will apply to evacuations of the base by order of the Commanding Officer or higher authority:

- a. Civilian bargaining unit employees will evacuate to a location of their choice. All travel and per diem costs will be at government expense, up to the allowable distance as authorized by Navy Region Southeast.
- b. The employee will be put on administrative leave, as authorized by Navy Region Southeast, until the time they return to their regular job site or arrive at a relocation point as designated by Navy Region Southeast.

**Section 7.** The Employer will develop a list of all “key and essential” employees relating to severe adverse weather conditions which results in the recall of an employee to work or which requires an employee to remain at work. This list will be prepared following all established policies and instructions. Where such policies or instructions do not exist, the Employer will consider Union input in composing functional policy. When employees are determined to be key and essential within the job assignment, and less than the total identified group are required to report or remain, order of seniority shall apply. The most senior employee has the first right of refusal, (seniority is as defined in Article 3 of this Agreement.).

**Section 8.** When it is determined that employees will be required to be recalled, the employee will be notified with sufficient advance notice so as to allow those employees to secure their property and safeguard dependants. The Employer will provide reasonable accommodations to all employees. Reasonable accommodations are defined as:

- a. secure sleeping quarters
- b. rest room facilities
- c. meals

**Section 9.** Employees may be released due to power failure. Release shall be conditional on mission requirement and contained to those jobs that are not mission essential should release due to an extended power failure become necessary.

## **ARTICLE 29 SAFETY AND HEALTH**

**Section 1.** The Employer will make every effort to provide and maintain safe working conditions and to comply with applicable laws and regulations related to the safety and health of employees.

**Section 2.** The Union will be invited to provide one (1) Union representative to be a member of the Navy Occupation, Safety and Health (NAVOSH) committee.

**Section 3.** The Employer will exert reasonable effort to provide and maintain safe working conditions. The employee has the responsibility for observance of safe working practices and an obligation to observe safety rules and practices, and to identify hazards to his supervisor to protect himself and fellow workers. The Employer and employees shall conform to all requirements concerning the reporting of accidents and the processing of applicable forms.

**Section 4.** It is agreed that prevention of injury as well as comfort and aid to injured individuals shall be of prime concern to the Employer and the Union.

**Section 5.** The Employer will provide necessary safety equipment and clothing, such as safety shoes, safety glasses, hearing protection, coveralls, lab coats and other items required by OSHA/NAVOSH Safety Standards.

**Section 6.** No employee shall be required to work alone at any work site where it has been determined by cognizant safety personnel that a hazard exists and where such determination has been published in current regulations.

**Section 7.** Should an employee claim that his assigned job is not safe or will endanger his health, the circumstances shall be reported to the immediate supervisor. The immediate supervisor shall inspect the job to insure it is safe before requiring the employee to carry out the work assignment. If the safety or health question cannot be settled by the immediate supervisor, the supervisor will promptly refer the matter for resolution to his supervisor, the Safety Office, or other appropriate authority.

**Section 8.** Supervisory staff of the Child Development Center (CDC) will notify all employees of the CDC as soon as it is known a child has a sickness that is defined by the American Medical Association (AMA) as infectious or contagious. A written notice will be posted at all entrance doors and in the employees break room within one (1) hour of the initial discovery. Supervisory staff will take all required steps to isolate the child from all employees following all existing policies. The Employer will provide an isolation room to allow for the subject child to be isolated from all employees. This isolation room shall not be shared as a common work space or office area. The parents will be called to immediately retrieve the child.

**Section 9.** Employees required to operate boats or take part in the off loading of fuel barges shall be properly trained and certified as necessary.

**Section 10.** Security shall be provided, manpower permitting, for night operations on waterways as needed.



## ARTICLE 30

### ON THE JOB INJURIES

**Section 1.** The Employer is responsible for obtaining emergency treatment and transportation necessary to secure treatment for employees in incidents of on-the-job injuries. The Employer will assist the employees in applying for reimbursement from the Officer of Worker's Compensation Program (OWCP) for all expenses incurred in obtaining medical treatment.

**Section 2.** When the employee sustains injuries while in the performance of duty, no matter how slight, the injured employee, or someone in his behalf, must within 48 hours after the injury, give written notice thereof on an Office of Workers' Compensation Program (OWCP) Form CA-1 or 2 to the employee's immediate supervisor.

**Section 3.** When an employee designates in writing a Union representative to assist in applying for these benefits, the representative will be authorized to review documents relating to the claim to which the employee is entitled to review. Copies shall be provided upon request.

**Section 4.** The Employer agrees to process and forward promptly to OWCP those documents required of the Employer when an employee sustains an on-the-job injury.

**Section 5.** On the day of an on-the-job injury, time spent related to an on-the-job injury/occupational illness is considered duty time for pay purposes.

## **ARTICLE 31**

### **SMOKING**

**Section 1.** While the use of tobacco is not prohibited, tobacco users do not have the right to use tobacco anywhere they desire. Therefore, tobacco use in areas not designated for tobacco use is prohibited.

**Section 2.** Designated outdoor areas shall be provided for tobacco use within close proximity to activity buildings. Outdoor areas designated for smoking will not be located in areas commonly used by nonsmokers, and will not be in the immediate vicinity of supply air intakes or the main entrances of buildings.

**Section 3.** The Employer will encourage participation in smoking cessation classes. These services are at no cost and available through the Navy Medical Clinic and the Family Service Center. Employees will be permitted to attend in a duty status.

## ARTICLE 32

### ENVIRONMENTAL DIFFERENTIAL PAY/HAZARDOUS DUTY PAY

**Section 1.** The Employer shall pay Environmental Differential Pay (EDP)/Hazardous Duty Pay (HDP) to personnel when they are required to perform duties that involve unusual hazards, physical hardships, or working conditions in accordance with 5 CFR 532.511 for Wage Grade employees or 5 CFR 550, Subpart I, for General Schedule employees.

**Section 2.** In accordance with Federal statutes and DOD/DON policy guidance, the Employer is obligated, wherever feasible given available technology, to eliminate or substantially reduce employee exposure to environmental hazards, physical hardships, and working condition of an unusually severe nature.

**Section 3.** The Employer shall maintain a listing of all positions for which EDP or HDP is authorized and shall provide this information to the Union upon request, in accordance with 5 USC 7114. If either party believes that an additional EDP/HDP work situation exists, such issue shall be resolved through negotiation between the parties rather than grievance and arbitration.

## ARTICLE 33

### MERIT STAFFING

**Section 1.** The Employer will conduct merit promotion and staffing in accordance with 5 CFR 335. The Employer will consider, to the fullest extent possible, the skills and talents of its employees in the recruitment for vacant positions. This Agreement provides for concurrent consideration of employees, but does not restrict the right of the Employer to fill positions by methods other than promotion.

**Section 2.** As outlined in 5 CFR 335, the Employer will use selection procedures that preserve Employer's ability to select or not select from among a group of best-qualified candidates or from other appropriate sources, such as reemployment priority lists, reinstatement, transfer, handicapped, Veterans Readjustment Act (VRA) eligible's, or from those within reach on an appropriate Office of Personnel Management (OPM) certificate.

**Section 3.** Areas of consideration must be sufficiently broad to ensure the availability of high quality candidates, taking into account the nature and level of the positions covered. Employees are responsible for posting their resumes in the USA Jobs website for all open vacancies in which they desire consideration. To be considered for vacancies recruited through the USA Jobs system while on uniformed service/reserve call up, employees shall submit their resume on-line to the USA Jobs system. The USA Jobs system is located at [www.USAJobs.opm.gov](http://www.USAJobs.opm.gov).

**Section 4.** Promotion of employees will be made on the basis of merit. Normally, the order of consideration for filling vacancies will be as follows:

- a. Eligible's entitled to priority consideration or priority placement; and
- b. Merit promotion, reassignment or reinstatement eligible's, or any other appropriate source. Nothing in this Article shall affect the authority of the Employer with respect to filling positions and making selections for appointments from:
  - (1) Among properly ranked and certified candidates for promotion; or
  - (2) Any other appropriate source

**Section 5.** The Employer agrees to distribute notices of planned recruitment actions to the Union and to all bulletin boards seven (7) calendar days prior to the Request for Personnel Action (RPA) being forwarded to the Human Resources Office.

**Section 6.** A noncompetitive career promotion of an employee whose position has been reclassified to a higher grade or to a position with a higher representative rate because of the addition of duties or responsibilities will be made in accordance with applicable laws and regulations.

**Section 7.** Management identification of candidates is an option when area of consideration (AOC) is small enough that all potential candidates in the AOC are known to the selection

official. The selection official or designee will contact the servicing Personnel Office Staffing and Classification Specialist for assistance before recruiting through management identification. A memorandum, or other internal written communication, from the selection official (with a copy to HRO and the Union) will be provided advising employees within the AOC of the vacancy to be filled. The title, series, grade, organization, location, summary knowledge, skills and ability (KSA) required for successful performance in the position; and a closing date will be indicated. Interested candidates will apply by submitting a completed Job Interest/KSA form directly to the selection official or designee. The selecting official will evaluate the applicant's experience, annual performance rating, education/training and awards. The approving official will forward copies of all applications received, the name of the selectee, the SF-52, and the rating sheet, and the Summary Crediting Plan showing how the candidates were evaluated to the servicing Personnel office for retention in the merit promotion case file.

**Section 8.** Employee will not be required to use leave for the purpose of participating in test when such tests are required under the Employer's Merit Promotion Program.

**Section 9.** An automated staffing program is the primary method for applying and filling vacancies. The Employer will ensure that the employees are properly trained on the applicable program. The employee is responsible for inputting their own resume, maintaining their own accounts and tracking their progress accordingly, including the status of any resumes they have submitted for consideration. If the employee is notified via the automated staffing program that their name was not referred to the selecting official and/or did not make the certificate of eligible candidates, the employee will immediately notify the Web Master. If the employee does not receive a response from the Web Master within 36 hours, the employee may contact their local Human Resources Office for assistance.

**Section 10.** Employees in career-ladder positions should normally be promoted to the next higher level when the qualifications and eligibility are met and level of performance is satisfactory.

**Section 11.** Upon request, the selecting official will provide feedback to unsuccessful candidates.

## ARTICLE 34

### DETAIL AND TEMPORARY PROMOTION

**Section 1.** A detail is a temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to his regular duties at the end of the detail.

**Section 2.** The Employer recognizes the basic principles that an employee should be assigned to the duties of the position of rating in which he is employed. However, to meet temporary needs of the work program when necessary services cannot be obtained, details may be used.

**Section 3.** Supervisors are responsible for selecting employees for detail on an impartial basis; for informing employees of details, reasons, duties and estimated duration; and for establishing proper controls to ensure that details are recorded and terminated on time and that necessary extensions are requested sufficiently in advance for Office of Personnel Management approval.

**Section 4.** Details shall be distributed equitably among qualified employees with consideration being given to such factors as the character of the work, availability, organizational location of employees, and knowledge of the particular type of work involved.

**Section 5.** Records of detail of one through thirty days will be the responsibility of the supervisor. Such details will be documented on a memorandum that shall be provided to the employee and the Union. Nothing in this article shall prevent an employee from submitting to the servicing Personnel Office in connection with an application for merit promotion, or at any other time, information that he believes has a bearing on his qualifications for future assignments. Details in excess of thirty (30) calendar days will be documented on an SF-50, which will be filed in the employee's Official Personnel Folder.

**Section 6.** Non-competitive temporary assignments to higher-graded positions will be accomplished on a rotational basis, to the extent practicable from among employees in the normal line of progression (at the next lower level) in the immediate organization.

**Section 7.** Employees temporarily assigned to perform duties of a higher-graded position will be temporarily promoted when the assignment exceeds thirty (30) days and the employee is qualified for the promotion. Competitive procedures will be used for temporary promotions exceeding 120 days.

## ARTICLE 35

### POSITION DESCRIPTION AND CLASSIFICATION

**Section 1.** The Employer agrees that employees will normally be assigned work which is appropriate to their position description taking into account the mission of the Agency. “Other related duties” frequently used in position descriptions will not be construed as meaning that a significant amount of work at a higher or lower grade level will be assigned to an employee unless the supervisor advises the HRO and requests revision of the position description and appropriate classification action.

**Section 2.** The Employer agrees that position descriptions will be written based upon the duties and responsibilities assigned to positions. Employees will be furnished a copy of their position description initially and as changes are made.

**Section 3.** Each employee shall be afforded the opportunity to discuss with the Employer his position description to determine if the description is accurate. During these discussions, the employee may be accompanied by a Union representative, if requested. Employees will be furnished a copy of any changed position descriptions. Grievances regarding unresolved matters in this context will be begin at step 2 of the negotiated procedures.

**Section 4.** When an employee believes that the grade or classification of his position is incorrect he may request in writing a review of the classification through supervisory channels to HRO. If not resolved within sixty calendar days, the employee may appeal in accordance with regulatory appeal procedures. When necessary to explain the basis for classification, the Employer will meet with the employee to review the results. The employee may designate a representative to assist in presentation of the appeal. The representative will be permitted to attend all meetings, and will be provided a copy of all correspondence that is furnished the employee in connection with the appeal.

**Section 5.** Upon request, the Employer will furnish the Union with a listing of competitive levels of all classifications within the unit.

## ARTICLE 36

### PERFORMANCE EVALUATIONS

**Section 1.** Each employee's performance will be evaluated fairly and objectively.

**Section 2.** The Employer will discuss with the employee his performance evaluation prior to making it a part of the employee's official record.

**Section 3.** Each employee will be provided a copy of his annual performance evaluation.

**Section 4.** The employees have the right to grieve all aspects of the performance evaluation. Grievances will begin at Step 2 of the Grievance Procedure and will be filed within fifteen (15) calendar days of the employee receiving a copy of the performance evaluation.

**Section 5.** Supervisors are responsible for:

a. Correct and timely setting of performance plans

1. The appraisal cycle will cover a minimum of ninety (90) calendar days and will normally not exceed 366 calendar days. If an employee has not been under an established performance plan for at least ninety (90) calendar days, the rating period will be extended to allow the minimum ninety (90) calendar day rating period to occur.

2. Within thirty (30) calendar days of the beginning of each annual appraisal period or whenever supervisors are required to change performance plans (e.g., details of 120 calendar days or longer, reassignment, position description changes, promotions, etc.) supervisors and employees will discuss the content of the performance plan for the upcoming rating period. Supervisors and employees need to have a mutual understanding of what is required to meet expectations on performance plans. Discussion will focus on the critical elements and standards and how the employee's work is aligned with department goals and the individual employees work unit goals.

b. Certifying position description accuracy.

1. Supervisors must certify position description adequacy and accuracy at the beginning of the annual performance cycle by annotating the appropriate block on the first page of the performance plan. If the position description is not accurate, it should be amended or rewritten to reflect the duties and responsibilities of the employee's position.

c. Progress reviews, feedback and discussions about needed improvement.

1. During an annual performance appraisal cycle, there are three (3) types of reviews; mid-year, interim/closeout, and special.

(a) A mid-year progress review will normally be conducted for all employees in the middle of the rating period as long as the employee has been under standards and critical elements for at least ninety (90) days. During the review, the supervisor and the employee should reach an understanding on whether performance is considered acceptable or



improvement is needed. If performance is acceptable, both the supervisor and the employee will sign the performance plan.

(b) Interim reviews are conducted when an employee or supervisor changes position or is otherwise no longer in the rating chain during the rating period. If the employee is leaving for another position, the signed form is forwarded to the new supervisor/organization. If the supervisor is leaving, the signed form is forwarded to the new supervisor.

(c) Special reviews are conducted when it is not time for the mid-year progress review and the supervisor determines that an employee's performance needs improvement. If an employee's performance continues to be unacceptable after having been counseled regarding deficiencies, a notice of unacceptable performance and improvement plan will be issued in conjunction with a special review.

2. It is the supervisor's responsibility to assess performance, determine if improvement is needed, and if so, to communicate the needed improvement in clear, specific, measurable terms to the employee. Each critical element contains a standard made up of multiple "performance factors". The supervisor will decide whether the deficiencies make the overall performance on the critical element unacceptable. In many cases, counseling about needed improvement will be sufficient to bring an employee's performance to an acceptable level. During the performance-counseling phase, the emphasis must be on improving performance to an acceptable level. Two steps are required before an employee can be rated "unacceptable" on one or more critical elements in his performance plan. If an employee's performance deficiencies are significant, the supervisor will initiate informal performance counseling. The employee will be provided a detailed explanation regarding specific performance deficiencies and what must be done to improve to an acceptable level of performance. This counseling will be in writing. Employees will acknowledge having been counseled on the counseling document. The employee will be given a minimum of fifteen (15) calendar days to improve performance. Employees will be afforded the opportunity to be represented by the Union at the performance deficiency counseling session. If the employee's performance has not risen to an "acceptable" level within the time frame set forth in the written performance counseling, the supervisor will conduct a special review and issue a Performance Improvement Plan (PIP) with specific details defining an "acceptable" level of performance. Employees will be given a minimum of ninety (90) calendar days to improve performance.

d. The final review is accomplished in conjunction with the annual rating of record. Supervisors will assign ratings to each critical element and a final summary rating of record. In order for the summary rating of record to be "acceptable" the employee must be rated "acceptable" in all critical elements. "Unacceptable" rating will not be given to an employee when there is no written record of "unacceptable" performance counseling and employee has not been allowed the required time to improve. When the final rating of record is "acceptable," both the supervisor and employee will sign and date the form. Higher supervisory level review is required for an "unacceptable" rating of record. The supervisor will provide a copy of the completed and signed final rating of record to the employee.

e. Yearly Accomplishment Report (YAR). Each employee will be allowed to submit to their immediate supervisor a YAR no later than fourteen (14) calendar days prior to the close of an appraisal cycle. Immediate supervisor will be responsible to insure employees are notified seven (7) calendar days prior to the fourteen (14) calendar day time period afforded. The supervisor will consider employees YAR when preparing the employees appraisal. The YAR shall include; the employee's name, position title, series and grade during the appraisal period. It should clearly state the employee's accomplishments during the appraisal period.

**Section 6.** Unless otherwise required by higher authority, employees will be given 20 years credit for an "acceptable" level of performance under an acceptable/unacceptable performance evaluation system as related to a reduction in force (RIF).

## ARTICLE 37

### CIVILIAN AWARDS AND RECOGNITION

**Section 1.** The Department of the Navy awards program recognizes and rewards civilian employees whose performance contributes significantly to the Navy's mission.

**Section 2.** Types of awards may include:

- a. Individual Cash Award
- b. Honorary Awards
- c. Letters of Commendation
- d. Length of Service Awards
- e. Beneficial Suggestions Awards
- f. Time Off from Duty Awards
- g. Activity Civilian of the Year/Quarter Awards

**Section 3.** Peers, supervisors or members of other commands may submit award nominations.

**Section 4.** Nominations for awards will go to the Awards Board. The Awards Board makeup is the Commanding Officer's or OIC's prerogative. It will normally be chaired by the Executive Officer/AOIC and consist of Department heads. The Union may include up to two (2) representatives as non-voting members. The Union will be provided a minimum five (5) workday notice of Awards Board meetings.

**Section 5.** Within fourteen (14) days of the end of each quarter, the Union will be provided a quarterly listing of command awards for bargaining unit employees. The list will contain employee name, department code, type of award, and date award was received.

## ARTICLE 38

### REDUCTION IN FORCE, TRANSFER OF FUNCTION, AND REORGANIZATION

**Section 1.** The Employer and the Union jointly recognize that occasions may arise when adjustments of the work force may be necessary by reduction-in-force, transfer of function or reorganization.

a. Reduction-in-Force (RIF) means the release of an employee from a competitive level by separation, demotion, furlough for more than 30 consecutive calendar days or 22 workdays within one (1) year from the first day that furlough is to be effected, or reassignment requiring displacement for non-disciplinary reasons

b. Transfer of Function means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, or the movement of the competitive area in which the function is performed to another area.

c. Reorganization means the planned elimination, addition, or redistribution of functions or duties in an organization or activity.

**Section 2.** The Employer will advise the Union in writing of any proposed Reduction-in-Force, Transfer of Function or Reorganization. At that time the Union may request bargaining.

**Section 3.** Adverse actions resulting from Reduction-in-Force are appealable to the Merit Systems Protection Board. Other RIF actions are subject to the negotiated grievance procedure. Grievances must be filed at Step 3.

## ARTICLE 39

### DISCIPLINARY AND ADVERSE ACTIONS

**Section 1.** Both parties agree the Employer has the right and obligation to administer disciplinary actions for just and sufficient cause. The Navy guideline of penalties and offenses, the gravity of the offense, the influence of the offense on mission operations, working relations and the welfare of other workers, as well as mitigating and aggravating circumstances should be considered when determining penalties.

**Section 2.** Disciplinary and adverse actions will be initiated in a timely manner. All disciplinary actions will be processed in accordance with applicable regulations and employees shall be afforded all rights and privileges provided therein. All disciplinary actions must be supported by a preponderance of evidence.

**Section 3.** For the purpose of this Article, the term “disciplinary action” is defined as a suspension of an employee for 14 calendar days or less, or a letter of reprimand. Disciplinary actions are grievable through the negotiated grievance procedure.

**Section 4.** An employee against whom a suspension of 14 calendar days or less is proposed is entitled to:

- a. an advance written notice stating the specific reason for the proposed action;
- b. a reasonable time, not less than 10 calendar days, to answer orally and/or in writing and to furnish affidavits or other documentary evidence in support of his/her reply;
- c. be represented by the Union; and
- d. a written decision and specific reasons therefore at the earliest practicable date.

**Section 5.** For purposes of this Article, the term “adverse actions” applies to:

- a. a removal;
- b. a suspension for more than 14 calendar days;
- c. a reduction in grade;
- d. a reduction in pay; and
- e. a furlough of 30 calendar days or less.

A furlough is defined as a temporary non-pay status and absence from duty required by the Employer because of lack of work or funds, or for other non-disciplinary reasons.

**Section 6.** An employee against whom an adverse action is proposed is entitled to:

- a. at least 30 calendar days advance written notice stating the specific reasons for the proposed action, unless there is a reasonable cause to believe the employee has committed a

crime for which a sentence of imprisonment may be imposed or the action is specifically excluded by OPM regulations;

b. not less than fourteen (14) calendar days to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer;

c. a written decision and the specific reasons therefore at the earliest practicable date;

d. a representative of his/her choosing; and

e. notice of appeal rights.

**Section 7.** The Employer will inform the employee in the decision letter of grievance and/or appeal rights.

**Section 8.** Grievances contesting the propriety of a disciplinary action may be filed by the affected employee not later than fifteen (15) calendar days after receipt of the decision letter at Step 3 of the Negotiated Grievance Procedure. Decisions regarding adverse actions are excluded from coverage of the Grievance Procedure and are appealable to the Merit Systems Protection Board.

## **ARTICLE 40**

### **PAY CHECK DELIVERY, DIRECT DEPOSIT, AND LEAVE AND EARNINGS STATEMENTS**

**Section 1.** Employees will have their salary payments made to them by Electronic Funds Transfer (Direct Deposit)

**Section 2.** Leave and Earnings Statements (LES) will be mailed to the employees' home or mailing address. They may also be accessed electronically through the Defense Finance and Accounting Service (DFAS) website. The employee may waive the hard copy of the LES if so desired.

## **ARTICLE 41**

### **WAGE SURVEY**

The parties agree that coordinated wage surveys will be conducted in accordance with OPM Operating Manual, Federal Wage Systems, as established by OPM Provisional Notice 532-19, dated December 2, 1994, as added to and amended by OPM. Union representatives will be granted official time to participate in Wage Surveys.



## ARTICLE 42

### TRAINING AND EMPLOYEE DEVELOPMENT

**Section 1.** The Employer and the Union agree that training and development of employees within the Unit is a continuing process and is one of the fundamental areas of importance in good personnel management.

**Section 2.** The Union will be notified of employee training and development policies to be established within the administrative authority of the Employer.

**Section 3.** When positions requiring new techniques or abilities are established, the Employer will publicize job training opportunities in these areas and inform employees how to apply for this training. The parties agree to stress to employees the need for self-improvement and training to increase efficiency and output. With respect to any training given for preparing an individual for promotion, the recipient of such training shall be selected on a competitive basis.

**Section 4.** The Employer will provide necessary on-the-job orientation training to assist a newly assigned employee.

**Section 5.** Based on availability of funds, the Employer agrees to recommend approval of enrollment of employees in job-related courses at the expense of the Employer. Failure to successfully complete such courses could result in that employee being required to reimburse the Government for subject course and denied future courses.

**Section 6.** The employer will provide the Union, within ten (10) working days of request, funds available for training.

**Section 7.** The Employer will provide Government Benefit Program training/counseling.

**Section 8.** Each employee shall receive fair and equitable consideration to participate in training consistent with the needs of the Employer.

## ARTICLE 43

### COMMERCIAL ACTIVITIES/CONTRACTING OUT

**Section 1.** The Employer will notify the Union before work or services presently performed by Employees may be contracted out, including the process of direct conversion. Contracting out actions, to include Union involvement, are governed by applicable law and government-wide regulations.

**Section 2.** The Parties agree, subject to applicable law and regulation, the Union will have the opportunity to participate in the development of supporting documents and proposals. This will include the development of performance standards, performance work statements, plans, and the development of in-house cost estimates. Participation will be consistent with procurement and conflict of interest requirements. Appropriate training will be provided to Union representatives.

**Section 3.** The Parties, in the spirit of partnership, will provide a timely, no-cost exchange of information to include items such as current listing of Commercial Activities affecting the Employees.

**Section 4.** The Parties may be present but not impede any walk-through for potential bidders.

**Section 5.** The Parties are committed throughout this process to negotiate to reduce the adverse impact to employees.

**Section 6.** In accordance with the Circular A-76 Revised Supplemental Handbook, the parties agree to permit, as appropriate, Union involvement in the development of the initial Employer submission of the Commercial Activities Inventory.

**Section 7.** It is agreed that since it is to Management's advantage that the Performance Work Statement (PWS) during commercial activity reviews be as accurate as possible, the Union will be given the opportunity to review the statement for thoroughness. Comments provided in a timely fashion will be carefully considered by Management. Additionally, the Union will be given the opportunity to provide input into the Most Efficient Organization (MEO).

**Section 8.** Periodic briefings will be held between the Employer and the Union to provide the Union with information pursuant to OMB Circular A-76 and this Article, in matters which may adversely affect bargaining unit employees. Briefings will be held with affected employees for the purpose of providing information concerning functions under study. The Union will be afforded the opportunity to be present at all such briefings.

## ARTICLE 44

### GRIEVANCE PROCEDURES

**Section 1.** The purpose of this Article is to provide a mutually acceptable method for prompt settlement of grievances. The parties agree that the expeditious settlement of grievances at the lowest possible level is in the best interest of the government service. This procedure is designed to provide an ethical, orderly, and equitable means for resolving grievances.

**Section 2.** Unit employees covered by this agreement may present a grievance which may be processed with or without Union representation at the grievant's discretion. However, the Union shall have the right to have its representative present at the grievance meetings. This right to individual presentation does not include the right to take the matter to arbitration, unless the Union agrees to do so.

**Section 3.** This Article provides procedures for the processing of grievances relating to the interpretation and/or application of this Agreement, and to matters relating to personnel policies, practices, and working conditions which fall within the discretionary authority of the Employer. This shall be the sole procedure available for processing covered grievances.

**Section 4.** A grievance means any complaint:

a. By any unit employee concerning any matter relating to the employment of the employee, except for those matters specifically excluded in Section 5 of this Article;

b. By the Union concerning any matter relating to the employment of unit employees;  
or,

c. By any unit employee, the Union, or the Employer concerning:

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

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

**Section 5.** Matters excluded from this grievance procedure are as follows:

a. A claimed violation of prohibited political activities;

b. Retirement, life insurance, health benefits, and matters under the auspices of the Office of Worker's Compensation Program, U.S. Department of Labor;

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

d. Any examination, certification, or appointment of candidates for federal employment;

- e. The classification of any position which does not result in the reduction in grade or pay of an employee;
- f. Equal Employment Opportunity complaints or allegations;
- g. Non-selection for promotion from a group of properly ranked and certified candidates;
- h. Notice of proposed actions;
- i. Termination of probationary employees; and
- j. Any matter appealable to the U.S. Merit Systems Protection Board.

**Section 6.** Grievances may be initiated by:

- a. Employees (either individually or jointly),
- b. The Union, or
- c. The Employer.

Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation or established agency policy. An employee or group of employees in the unit may only be represented by themselves or the Union in filing a grievance under this negotiated procedure.

**Section 7.** If two or more employees initiate identical grievances, where the basis for the grievance and corrective action being sought are identical, the Union, if it has been designated as the representative, will call the employees together and have them select one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all of the other identical grievances.

**Section 8.** Reasonable official time will be granted to aggrieved unit employees to investigate, prepare and/or present a grievance through this Negotiated Grievance Procedure.

**Section 9.** Once a grievance has been accepted for processing under this Grievance Procedure, failure of the aggrieved employee or the Union to comply with any applicable time limit will terminate further consideration of the grievance, except as otherwise provided herein. Failure of the Employer to comply with any applicable processing time will constitute a valid basis for the grievance being advanced to the next higher step of this Grievance Procedure. However, any time limits stated in this Article may be extended by mutual written agreement between the Employer and the Union

**Section 10.** A grievance by the employee, Union, or the Employer shall be filed within fifteen (15) calendar days of the occurrence or awareness, whichever occurs later, of the incident being grieved, except for extenuating circumstances, such as an unavoidable or an authorized absence of the aggrieved. Should extenuating circumstances preclude adherence to the above-stated time constraints, written reasons will be submitted with the grievance.

**Section 11.** Employee grievances shall be processed as follows:

Step 1. Employees shall first take up grievances with their immediate supervisor. The employee may choose to have a Union representative. The following shall be specified in writing:

- a. The basis for the grievance;
- b. The date of the occurrence or awareness of the incident being grieved; and
- c. The corrective relief sought.

The immediate supervisor shall make a reasonable effort to resolve the grievance and will render a written decision or findings/conclusions to the employee within ten (10) calendar days of the date the employee submitted the grievance.

Step 2. Should resolution not occur at Step 1, the employee may submit the grievance for further consideration by filing a written grievance within ten (10) calendar days of receipt of the Step 1 decision to the employee's second level supervisor per the official Chain of Command (normally the Department Head). The second level supervisor will meet within ten (10) calendar days with the aggrieved employee and Union representative(s) to discuss the grievance. The second level supervisor will render a written decision within ten (10) calendar days from the date of the meeting.

Step 3. Should resolution not occur at Step 2, the employee may submit the grievance for further consideration by filing the grievance within ten (10) calendar days of receipt of the Step 2 decision to the Commanding Officer/OIC. The Commanding Officer/OIC, or designee, will meet within ten (10) calendar days with the aggrieved employee and Union representative(s) to discuss the grievance. The Commanding Officer/OIC, or designee, will render a written decision within ten (10) calendar days from the date of the meeting.

**Section 12.** Employer grievances shall be filed in writing with the President of the Union. The grievance shall specify the basis for the grievance and the corrective relief sought. A meeting shall be held to discuss the grievance. The President shall issue a written decision within ten (10) calendar days of receipt of the grievance.

**Section 13.** Union grievances shall be filed in writing with the Commanding Officer/OIC, by an elected officer of the Union. The grievance shall specify the basis for the grievance and the corrective relief sought. A meeting shall be held to discuss the grievance. The Commanding Officer/OIC, or designee, shall issue a written decision within ten (10) calendar days of his receipt of the grievance.

**Section 14.** The parties agree to consider the use of the Federal Mediation and Conciliation Service (FMCS) grievance mediation services. Grievance mediation must be requested in writing within ten (10) calendar days following the last step in the Grievance Procedure. Grievance mediation, if used, must be by mutual consent. Neither party is obligated to use this service; nor shall the voluntary, mutual consent to use the service limit a party's right to invoke arbitration at a later date. If the parties agree to use grievance mediation, they must submit a joint, signed request, asking for FMCS assistance. Such request will be made with the

understanding that grievance mediation is an informal process intended as a supplement to and not a substitute for the arbitration process. The parties also agree that if grievance mediation is used, it shall be conducted at the discretion of the FMCS and that the parties agree to follow the guidelines, which entitle a grievant to be present at the mediation conference. The Mediator has no authority to compel resolution of the grievance. If the grievance is not settled during the mediation process, the matter may proceed on to arbitration. Nothing said or done by the parties or the Mediator during mediation can be entered as evidence or used against them during any subsequent arbitration proceedings. Furthermore, the parties agree to hold FMCS, and the Mediator appointed by the Service to conduct the mediation conference, harmless of any claim of damages arising from the mediation process.

**Section 15.** Grievances not resolved through the provisions of this Article may be referred to Arbitration by either the Union or the Employer.

## ARTICLE 45

### ARBITRATION PROCEDURE

**Section 1.** When a matter pursued through the negotiated grievance procedure is not satisfactorily resolved at the final step of the grievance procedure, the matter may be submitted for arbitration by the Employer or the Union. The request to invoke arbitration must be in writing and must be received by the Commanding Officer or the Union President within fifteen (15) calendar days of the date of receipt of the final grievance decision or conclusion of grievance mediation. Only the parties to this Agreement may invoke arbitration.

**Section 2.** Within ten (10) calendar days after receipt of the arbitration request, the Employer and the Union will jointly request that the Federal Mediation and Conciliation Service submit a list of seven (7) impartial persons qualified to act as arbitrators. The party invoking the arbitration will initially pay the appropriate list fee. The fee will be split if there is a split decision. The losing party shall otherwise be responsible for the fee. Representatives of the Union and the Employer will meet within ten (10) calendar days after receipt of such a list. A representative of the Union and a representative of the Employer will each strike one arbitrator's name from the list of seven (7); they will then repeat this procedure. The remaining name will be the duly selected arbitrator. A flip of a coin will decide which party strikes first.

**Section 3.** The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

- a. either party refuses to participate in the selection of an Arbitrator;
- b. upon inaction or undue delay on the part of either party.

**Section 4.** The parties will in good faith attempt to define the issue. If complete agreement cannot be reached on the issue prior to arbitration, the parties will present their respective issues to the Arbitrator at the hearing. The Arbitrator will then determine the issue to be heard.

**Section 5.** Grievability and arbitrability issues, if unresolved, will be handled as threshold issues at Arbitration. Grievability or arbitrability issues must be raised in writing to the other party within ten (10) calendar days after arbitration is invoked.

**Section 6.** The Arbitrator's fees and expenses shall be borne by the losing party. The Arbitrator shall determine the losing party. If there is a split decision in which neither party can be designated as the losing party, the fees and expenses will be shared equally by the Employer and the Union. Where the Union and the Employer mutually request, a transcript or the arbitrator requests a transcript, the expenses will be shared; otherwise the party requesting the transcript shall bear the expense. The Employer and the Union shall share equally the expenses of any mutually agreed upon services.

**Section 7.** The arbitration hearing will be on the Employer's premises during the Employer's regular administrative working hours. Each person authorized to attend the arbitration hearing who is employed by the Employer and who is in an active duty status at the time the hearing is held will be excused from duty to participate in the arbitration proceedings without loss of pay

or charge to annual leave. When necessary, an employee's shift will be adjusted to accommodate presence at the hearing in a duty status. No overtime will be paid.

**Section 8.** The Arbitrator will be requested to render a decision not later than thirty (30) calendar days after conclusion of the hearing, unless the parties agree otherwise.

**Section 9.** The Arbitrator will not change, modify, alter, delete, or add to the provisions of this Agreement; this right is the prerogative of the Union and the Employer only.

**Section 10.** Either the Union or the Employer may file exceptions to an Arbitrator's award in accordance with law and regulations.



## ARTICLE 46

### TRAVEL

**Section 1.** The Employer has the right to require employees to travel on temporary duty (TDY) under the conditions prescribed in applicable laws and regulations.

**Section 2.** Issuance of travel orders, advance of travel pay and payment of per diem and travel allowances shall be in accordance with applicable laws and regulations. Government contractor-issued travel charge cards will be offered to all employees who are required to travel on official business at least twice a year. It is expected that such frequent travelers who accept the charge card will charge major expenses (e.g., hotels and rental cars) to the contractor issued card. Frequent travelers, defined as employees GS-9 or above, or any employee below the grade of GS-9 who accepts a government contractor-issued credit card, will have their advances limited to their out-of-pocket expenses (i.e., 100% of the meals and incidental expense plus the anticipated expenses for taxis, tolls, parking, etc.). All employees will be authorized to obtain a contractor issued credit card.

**Section 3.** Where possible, the Employer shall issue travel orders, when required, sufficiently in advance to permit the employee to obtain transportation requests during working hours prior to the scheduled day of departure.

**Section 4.** Employees on TDY will be authorized use of special conveyances (rental cars or taxis) necessary in the performance of official duty travel as authorized in travel orders. Official duty travel includes travel to and from transportation terminals, between TDY quarters and place of duty and between place of duty and eating establishments.

**Section 5.** As outlined in applicable travel regulations, the use of government quarters may not be required. Per diem allowances will be subject to reduction when government furnished quarters are available. In accordance with policy of the Department of Defense, civilian employees traveling to installations where adequate government quarters are available will utilize such quarters unless the Employer determines that such utilization would adversely affect the mission and so states in the travel orders or the employee elects to utilize nongovernment quarters at the reduced rate (per diem or actual expense allowance less the payment of the quarters portion).

**Section 6.** Employees will be paid the government mileage rate for use of their private vehicles, when appropriate government-owned vehicles are not available, during duty hours to drive between the Naval Air Station and the Naval Support Activity when conducting or engaged in official business as directed by the Employer. Generally, employees will not be expected to use private vehicles to travel from the Eastbank to the Westbank of the Naval Support Activity. However, when circumstances necessitate such use and the employee has been directed to travel by the Employer, the employee will be reimbursed at the government mileage rate.

**Section 7.** The Employer will encourage employee participation in the Transportation Incentive Program, where available, pursuant to Executive Order 13150.

## ARTICLE 47

### POLICE OFFICERS

**Section 1.** Police officers and Sergeants assigned to the Naval Support Activity Security Department will normally be exempt from shift rotation to opposite banks of the Mississippi River, except as set forth in Section 2. It is understood that unforeseen situations may arise that require the Employer to temporarily rotate personnel. In those situations that are beyond the Employer's control, the Employer will attempt to contact and inform a Union Official of the necessity for the rotation prior to the rotation. If there is insufficient time to contact the Union prior to the rotation, the Employer will contact the Union as soon as possible.

**Section 2.** Exceptions:

- a. Phase II Training;
- b. Weapons Training
- c. Emergency Vehicle Operations Course;
- d. Other training, one time per year (Not to exceed twenty-eight (28) consecutive days);
- e. Manpower shortage beyond management's control;
  - (1) sick leave;
  - (2) emergency annual leave; and
  - (3) adverse weather conditions;
- f. Overtime work; and
- g. Initial training for new hires not to exceed ninety (90) consecutive calendar days.

**Section 3.** When two (2) police officers or two (2) sergeants agree to change shifts or sides of the river on which they work, they will be allowed to do so. It is agreed that no one employee will be allowed to change shifts or side of the river more than twice in one (1) calendar year.

**Section 4.** When a vacancy(s) occurs into which a new employee(s) is hired, the Employer will post a notice of the vacancy(s) within the Security Department workspaces for a minimum of seven (7) calendar days. Current employees shall have the right to bid for the position(s) in writing to the supervisor. Seniority, as defined in Article 3, will be used to fill the position or to resolve any conflict resulting in the application for the position. Senior employee(s) bidding for the vacancy(s) will be assigned to the vacancy(s).

**Section 5.** An employee may be temporarily reassigned to a different shift or riverbank in order to alleviate manpower shortages. The method used for reassignment will be first to solicit volunteers from the other shifts. If there are no volunteers, the most junior employee

will be involuntarily reassigned. If there is more than one volunteer, seniority as defined in Article 3 will be used to resolve any conflicts.

**Section 6.** The Employer agrees, to the greatest extent possible, to provide a sufficient number of police patrol identified motor vehicles to the West and East bank, usually three (3) on the West Bank and one (1) on the East Bank. The Employer agrees, to the greatest extent possible, that the vehicles will be equipped with air conditioning, heating and Police equipment as required by the Department of the Navy. This provision may be renegotiated as East Bank missions and requirements are reduced due to BRAC moves to the West Bank.

**Section 7.** Police Officers will be provided the maximum uniform allowance allowed by law.

**Section 8.** Naval Air Station employee shifts will not be changed for training. Employees will be paid overtime for those instances when the monthly training is scheduled during a timeframe that is different from an employee's scheduled shift.

## **ARTICLE 48**

### **WELLNESS PROGRAM**

The Parties encourage bargaining unit employees to participate in command health promotion initiatives (e.g. smoking cessation, health fairs, blood pressure screenings, immunizations) subject to workload considerations. For command health promotion initiatives, the employee will coordinate with their supervisor.

## ARTICLE 49

### GENERAL PROVISIONS

**Section 1.** The Union will be provided a copy of regulations affecting conditions of employment and proposed changes thereto. Union officers/stewards, upon request, will be granted access to regulations necessary to assist them in carrying out their representational tasks.

**Section 2.** Union officers/stewards may use internal mail distribution in carrying out their representational tasks.

**Section 3.** Union representatives will have access to the Union office.

**Section 4.** Union representatives may use the Employer's telephones, typewriters, computers, facsimile machines, and duplicating machines in carrying out representational tasks.

**Section 5.** Activity facilities will be made available where practicable upon request for Union meetings. Management will make every reasonable effort to make such facilities available. The Union will be responsible for the security of the facility and for the policing of the facilities after these meetings.

**Section 6.** The Official Personnel File (OPF) will be made accessible to employees for their review at the local HR site. Employees must request review through the local HR office and arrangements will be made for the review within five (5) working days. If the employee has not been allowed access to his OPF after five (5) working days, he will be granted, upon request, Administrative Leave to travel to HRSC Southeast to attempt to review his OPF. Every effort will be made by both employees and the Employer to maintain these files in an up-to-date manner. Copies of documents in an employee's file will be furnished the employee upon proper request.

**Section 7.** When an employee is counseled by a supervisor concerning conduct or performance, the supervisor will ask the employee to sign any written document about the counseling. This signature indicates the employee has seen the documentation and not whether or not the employee agrees with it. If the employee refuses to sign, a Union representative or other witness will sign the document indicating they are aware the employee has seen the document.

**Section 8.** The Union's rights to represent employees as specified in this Agreement applies to work performed during scheduled tours of duty.

**Section 9.** Normally within one (1) pay period of an employee(s) contacting the Employer's Comptroller office, action will be initiated to correct pay problems.

**Section 10.** The provisions of 5 CFR 551.431 apply to employees required to carry telephones, beepers, pagers, etc., outside regular work hours.

**Section 11.** The Employer will neither harass nor condone harassment of anyone for any reason, including sexual orientation.

## **ARTICLE 50**

### **DISTRIBUTION OF AGREEMENT**

The Agreement will be typed in final format by the Employer. After approval, copies of the Agreement will be reproduced and an electronic copy will be available. Cost of reproduction will be borne by the Employer. The Employer will distribute copies of the Agreement to all unit employees and new employees as hired. The Union will be provided copies of the Agreement for internal use as needed.

## ARTICLE 51

### DURATION AND CHANGES

**Section 1.** This Agreement shall remain in full force and effect for a period of 3 years from the date of its approval by the head of the Agency or from the 31<sup>st</sup> day after execution; whichever is sooner. This Agreement will automatically be renewed for 3-year periods thereafter unless written notice of a desire to renegotiate the Agreement is served by either party between the 105<sup>th</sup> and 60<sup>th</sup> day prior to expiration of the contract.

**Section 2.** This Agreement is subject to reopening:

- a. By mutual consent of the parties concerned;
- b. When new or revised laws or regulations of appropriate authority require changes to provisions of the Agreement.

**Section 3.** When the renegotiation of this Agreement is pending or in process, and the parties are unable to complete such renegotiation by the termination date of the Agreement, the terms and conditions of this Agreement shall continue in effect until a new Agreement is effected.

## **MEMBERS OF THE NEGOTIATING TEAM**

### NATIONAL ASSOCIATION OF INDEPENDENT LABOR, LOCAL 17:

Mr. George Reaves  
Mr. Sean Reynolds  
Mr. Walter Stepanski  
Mr. Steven Henderson  
Ms. Kelly Estrada  
Mr. Eric Hampton  
Mr. Ken Bohnsack  
Mr. Bob Littell  
Mr. Jesse Deickman

### NAVAL AIR STATION JOINT RESERVE BASE NEW ORLEANS:

CAPT Thomas Luscher  
CDR Timothy Parr  
CDR William Franklin  
CDR Tracy Day  
LCDR Jon Voigtlander  
Mr. Ken Epperley  
Ms. Fredlyn Brechtel



AUTHENTICATION

IN WITNESS WHEREOF the parties hereto, by their authorized representative, have executed this Agreement on this 30<sup>th</sup> day of June 2011.

FOR THE NAVAL AIR STATION, JOINT  
RESERVE BASE NEW ORLEANS, LOUISIANA:

Thomas W. Luscher 6/30/2011  
THOMAS W. LUSCHER  
CAPTAIN, US NAVY  
COMMANDING OFFICER

FOR THE NATIONAL ASSOCIATION OF  
INDEPENDENT LABOR, LOCAL 17:

Mr. Lester Claros 6/29/2011  
MR. LESTER CLAROS  
PRESIDENT  
NATIONAL ASSOCIATION OF INDEPENDENT  
LABOR  
LOCAL 17

FOR COMMANDER, NAVY RESERVE FORCE,  
FLEET LOGISTICS SUPPORT WING  
DETACHMENT AND FLEET READINESS  
CENTERS, MID ATLANTIC, NEW ORLEANS  
SITE:

William T. Franklin 7/6/2011  
WILLIAM T. FRANKLIN  
COMMANDER, US NAVY  
OFFICER IN CHARGE

FOR NAVAL OPERATIONAL SUPPORT  
CENTER, NAVAL AIR STATION, JOINT  
RESERVE BASE NEW ORLEANS, LOUISIANA:

Tracy S. Day 6/26/2011  
TRACY S. DAY  
COMMANDER, US NAVY  
COMMANDING OFFICER

FOR FLEET AND INDUSTRIAL SUPPLY  
CENTER, JACKSONVILLE, DETACHMENT  
NEW ORLEANS, LOUISIANA:

Tyonia S. Burns 7/1/2011  
TYONIA S. BURNS  
COMMANDER, US NAVY  
OFFICER IN CHARGE

DEPARTMENT OF DEFENSE APPROVAL DATE:  
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