Negotiated Agreement

Between

Commander, Electronic Attack Wing

Aircraft Intermediate Maintenance
Detachment
(Now FRC NW)

International Association of
Machinists and Aerospace
Workers

11 May 2004

PREAMBLE

The intent and purpose of this agreement is to promote and improve the efficiency of the **ELECTRONIC ATTACK WING PACIFIC** and the well being of its employees. The parties hereto concur that this can best be accomplished by means of amicable discussion, by adjustment of matters of mutual interest, and through the establishment of basic understandings relative to personnel policies, practices and procedures, and matters affecting conditions of employment.

The Congress finds that --

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

(a) safeguards the public interest;

(b) contributes to the effective conduct of public interest, and;

(c) facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and,

(2) the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive employee performance and the efficient accomplishment of the operations of the Government.

Therefore, the labor organizations and collective bargaining in the civil service are in the public interest.

Pursuant to the provisions of the Civil Service Reform Act of 1978 (Public Law 95-454), which hereinafter will be referred to as the Act, now therefore, the parties adhering to the principle that collective bargaining is in the public interest, agree to the following:

ARTICLE 1

RECOGNITION OF EXCLUSIVE REPRESENTATION

Section 1. The Employer hereby recognizes that the Union is the exclusive representative of all employees in the unit (as defined in Section 2 below), and the Union recognizes the responsibilities of representing the interests of all such employees with respect to grievances, personnel policies and practices, or other matters affecting general working conditions.

Section 2. The Unit to which this Agreement is applicable is composed of all non-**professional employees of Commander, Electronic Attack Wing, US Pacific Fleet, Oak Harbor, Washington. Excluded: All professional employees, management**

officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

ARTICLE 2

APPLICATION OF LAWS OR REGULATIONS

Section 1. It is agreed and understood by the Employer and the Union that in the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and government-wide regulations.

Section 2. It is further recognized that there may be changes in applicable rules, regulations, or policies issued by higher authority after the date of execution of this Agreement. In this event, the Collective Bargaining Agreement takes precedence and the parties will, at the request of the other party, meet to negotiate the impact and implementation of such changes in order to bring this Agreement into conformity, or to bring the new requirements into alignment with this Agreement.

ARTICLE 3

MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATION

Section 1. The Employer and the Union **Business Representative** or his written designee are obligated to negotiate in good faith on appropriate matters with the objectives of reaching agreement by the diligent and serious exchange of information and views and avoiding unnecessarily protracted negotiations. Matters appropriate for negotiation shall include any matter affecting conditions of employment.

Section 2. For the purpose of this Agreement, the following terms and definitions are accepted by the Parties:

DISCUSS: The term discuss where used in this Agreement means the Parties will meet and exchange views. This is used where no agreement is necessary or required or on matters which are non-negotiable.

CONSULT: The parties will meet in an attempt to reach agreement on any proposed mid-contract changes in personnel policies, practices, or matters affecting the working conditions of employees. Such exploration of the issues may not necessarily end in agreement.

NEGOTIATE: The parties will meet in an attempt to reach agreement on any proposed mid-contract changes in personnel policies, practices, or matters affecting the working conditions of unit members. The process may include the services of the Federal Mediation and Conciliation Service when necessary.

UNION: Union President or written designee.

GRIEVANCE: Any complaint --

a. by a bargaining unit employee concerning any matter relating to the employment of the employee;

b. by International Association of Machinists and Aerospace Workers, District 160, Lodge 282, concerning any matter relating to the employment of any employee; or,

c. by any bargaining unit employee, the Union, or agency concerning:

(1) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or

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

Section 3. If the Employer proposes to make a change in conditions of employment, it will give the Union a draft copy of such changes. The Union will be allowed fifteen (15) calendar days to concur or request formal negotiations. The Employer agrees to negotiate with the Union during such fifteen (15) calendar days on request of the Union, If the Union requests formal negotiations, it shall do so by written notice. Negotiations shall be scheduled to commence no later than fifteen (15) calendar days after the Union's written notice requesting negotiations.

ARTICLE 4

UNION REPRESENTATION

Section 1. The Employer agrees to recognize the officers and assigned stewards selected by the Union as limited in Section 2 below. The Union will furnish and maintain on a current basis a master list of officers and representatives.

Section 2.

(a) It is agreed that the number of stewards at the **Electronic Attack Wing** shall be three (3) stewards at large on the day shift, one (1) steward on **each** night shift and a Chief Steward.

(b) The Union representatives must obtain advance permission from their supervisor, stating the general nature of the business to be conducted, prior to leaving the work area. Advance permission must also be obtained from cognizant, immediate supervisor of the employee being contacted. The supervisor's permission in these instances will normally be granted.

Section 3. Union/Management business involves all aspects of Union involvement in investigations, for mediations, and presentations of information and/or concerns associated with bargaining rights and obligations of the IAM&AW, District 160, Lodge 282, as mandated by Federal statute. Union representatives will be afforded all rights

and privileges to fulfill their obligations to the bargaining unit members through all levels and channels of appeals, grievances, arbitration, impasse, mediation, OWCP claims, and other authorized methods deemed appropriate by Union officials.

Section 4. The Employer agrees that **the Union's Business Representative, and Local 282 Officers,** upon submission and approval of the Commanding Officer, will be permitted to visit the activity. National Security Regulations and the security regulations of the host activity shall govern such visits as they apply to civilian visitors.

ARTICLE 5

MANAGEMENT RIGHTS

Section 1. Except as they are specifically restricted by the terms of this Agreement, it is agreed that the Employer retains all rights of management and that such rights remain vested in management officials of the Employer: to determine the mission, budget, organization, number of employees and internal security practices of the station, and in accord with law, to hire, assign, direct, lay off and retain employees, or to suspend, remove, reduce in grade or pay or take other disciplinary action against such employees; to assign work, to make determinations with respect to contracting out and to determine the personnel by which station operations shall be conducted with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source and take whatever actions may be necessary to carry out the mission during emergencies in accordance with applicable laws, rules, and regulations.

Section 2. The right to make reasonable rules and regulations shall be considered an acknowledged function of the Employer. In making rules and regulations relating to personnel policy, procedures, practices, and matters affecting conditions of employment, the Employer shall give due regard to the obligations imposed by this Agreement and to appropriate laws, rules, and regulations.

Section 3. Management recognizes the requirement to negotiate impact and implementation in local changes relating to conditions of employment.

Section 4. Specific references to a particular management official, e.g., immediate supervisor, are for educational purposes only.

ARTICLE 6

UNION RIGHTS

Section 1. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under the Act, such right includes the right:

a. To act for a labor organization in the capacity of a representative and, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities, and

b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under the Act.

Section 2. Union representatives will be afforded privacy when conducting union business.

Section 3.

a. A reasonable amount of official duty time will be allowed the Union representative to prepare, research, and present Unfair Labor Practices, Merit Systems Protection Board appeals, appeals through other appropriate authorities, as well as grievances, as defined in Article 16, Section 1 of this Agreement, at each step of the negotiated procedure.

b. Representatives shall be allowed official time to attend formal discussions between one or more supervisors of **the Electronic Attack Wing** and one or more employee of **the Electronic Attack Wing** employees concerning any grievance or any personnel policy or practices or other general condition of employment.

ARTICLE 7

EMPLOYEE RIGHTS

Section 1. The Union recognizes its responsibility to represent the interests of all employees it represents without discrimination and without regard to Union membership. Any employee has the right to file an unfair labor practice allegation against the Union or agency if the employee feels the Union or agency has:

(a) For the purpose of Section 7116, of Chapter 71 to Title 5 of the United States Code, it shall be an unfair labor practice for an agency

(1) to interfere with, restrain, or coerce any employee in the exercise of the employee of any right under this chapter;

(2) to encourage or discourage membership in any labor organization by discrimination in connection with hiring, tenure, promotion, or other conditions of employment;

(3) to sponsor, control, or otherwise assist any labor organization, other than to furnish, upon request, customary and routine services and facilities if the services and facilities are also furnished on an impartial basis to other labor organizations having equivalent status;

(4) to discipline or otherwise discriminate against the employee because the employee has filed a complaint, affidavit, or petition, or has given any information or testimony under this chapter;

(5) to refuse to consult or negotiate in good faith with a labor organization as required by this chapter;

(6) to fail or refuse to cooperate in impasse procedures and impasse decisions as required by this chapter;

(7) to enforce any rule or regulation (other than a rule or regulation implementing section 2302 of this title) which is in conflict with any applicable collective bargaining agreement if the agreement was in effect before the date the rule or regulation was prescribed; or

(8) to otherwise fail or refuse to comply with any provision of this chapter.

(b) For the purpose of this chapter, it shall be an unfair labor practice for a labor organization --

(1) to interfere with, restrain, or coerce any employee in the exercise by the employee of any right under this chapter;

(2) to cause or attempt to cause an agency to discriminate against any employee in the exercise by the employee of any right under this chapter;

(3) to coerce, discipline, fine, or attempt to coerce a member of the labor organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee or the discharge of the member's duties as an employee;

(4) to discriminate against an employee with regard to the terms or conditions of membership in the labor organization on the basis of race, color, creed, national origin, sex, age, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping condition;

(5) to refuse to consult or negotiate in good faith with an agency as required by this chapter;

(6) to fail or refuse to cooperate in impasse procedures and impasse decisions as required by this chapter;

(7) (a) to call, or participate in, a strike, work stoppage, or slowdown, or picketing of an agency in a labor-management dispute if such picketing interferes with an agency's operations; or

(b) to condone any activity described in subparagraph (a) of this paragraph by failing to take action to prevent or stop such activity; or

(8) to otherwise fail or refuse to comply with any provision of this chapter.

Nothing in subparagraph (7) of this subsection shall result in any informational picketing which does not interfere with an agency's operations being considered as an unfair labor practice.

c. For the purpose of this chapter, it shall be an unfair labor practice for an exclusive representative to deny membership to any employee in the appropriate unit represented by such exclusive representative except for failure

(1) to meet reasonable occupational standards uniformly required for admission, or

(2) to tender dues uniformly required as a condition of acquiring and retaining membership.

This subsection does not preclude any labor organization from enforcing discipline in accordance with procedures under its constitution or bylaws to the extent consistent with the provisions of this chapter.

d. Issues, which can properly be raised under an appeals procedure, may not be raised as unfair labor practices prohibited under this section. Except for matters wherein, under section 7121 (e) and (f) of this title, an employee has an option of using the negotiated grievance procedure or an appeals procedure, issues which can be raised under a grievance procedure may, in the discretion of the aggrieved party, be raised under the grievance procedure or as an unfair labor practice under this section, but not under both procedures.

e. The expression of any personal view, argument, opinion or the making of any statement which

(1) publicizes the fact of a representational election and encourages employees to exercise their right to vote in such election,

(2) corrects the record with respect to any false or misleading statement made by any person, or

(3) informs employees of the Government's policy relating to labor-management relations and representation, shall not, if the expression contains no threat of reprisal or force or promise of benefit or was not made under coercive conditions, (a) constitute an unfair labor practice under any provision of this chapter, or (b)

constitute grounds for the setting aside of any election conducted under any provisions of this chapter.

Section 2. Each employee shall have the right to file a grievance through the negotiated grievance procedure and shall be protected in the exercise of such right. However, if the employee has representation while filing a grievance through the negotiated grievance procedure, it must be Union representation.

Section 3. The freedom of the employee to assist the Union shall be recognized as extended to participation in its management and acting in its behalf in the capacity of the Union representative.

ARTICLE 8

COMMUNICATION

Section 1. The Union will have space on the existing unofficial bulletin boards labeled "IAM&AW UNION". The Union will use only this space for posting Union information. The literature posted must not violate any law, applicable regulation, provision of this Agreement, security of the station, or contain libelous or defamatory information.

Section 2. The posting of the Union information shall be limited to these approved spaces. The posting of information and housekeeping of the assigned spaces and removal of the information shall be performed by the Union, i.e., lunch and break time.

Section 3. The Employer will have printed in easily readable pocket-sized booklet, and distributed to all Unit members a copy of this contract. The Employer will furnish the Union with one hundred (100) additional copies of the contract.

Section 4. The Union shall continue to occupy the Loy Union Hall and may use it for appropriate Union purposes and functions. The Employer will provide an office at the Hall for the exclusive purpose of providing work space and record storage for the Chief Steward and stewards. **The Union and Employer can mutually agree to a space at the workplace.**

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a. The office will be reasonably equipped for its intended purpose and will include telephone with 4 box voice system, fax machine and a computer system with e-mail and Internet access. The e-mail will not be utilized for mass mailing purposes unless authorized by the Employer. The Union agrees the offices and equipment will be utilized solely for appropriate labor/management relations business relating to the bargaining unit. The Employer will retain the authority to verify access and usage of the computer system by the Chief Steward or designee.

b. Consumable supplies (i.e., paper, toner, pens, etc.) are the Union's responsibility.

Section 5. Management will ensure all new employees will receive a copy of the contract when they process in. The Employer will allow the Union to distribute a packet to all new employees at the time of the orientation briefing.

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Section 6. The Employer will provide the Union with a list of all new hires to the station and separations by the 15th of each month.

Section 7. Union meeting notices will be published in the Plan of the Day a week in advance of the actual meeting, subject to official items and space.

who provides

Section 8. The Employer will provide the Union on a quarterly basis all upgrades/promotions broken down by age, sex, ethnic group, and handicapped status.

ARTICLE 9

OVERTIME

Section 1. All hours of work in excess of 40 hours (or the normally assigned alternate work schedule), or in excess of eight (8) hours in a day (or the normally assigned daily alternate work schedule) are overtime and shall be paid in accordance with applicable law and government regulations.

Section 2. Departmental records of overtime worked will be made available to the Union upon request.

Section 3. Every attempt shall be made to give employees adequate notice of overtime assignments.

Section 4. In the event of a failure of any system or breakdown which presents a hazard to the health and welfare of personnel or to equipment or property, or threatens the required functioning of vital operational facilities, any designated employee will work such overtime as it required to effect the necessary repairs to eliminate and/or minimize such hazards or threats.

Section 5. Employees shall be entitled to the reasonable cleanup time as specified in Article 25 of this Agreement.

Section 6. In the event of call back, overtime will be paid under the "callback" provisions which provide for a minimum of two (2) hours overtime pay.

Section 7. When the normal shift is extended into overtime, or when employees are working callback overtime, every employee normally will be authorized a break after every two hours of work performed, except when a bona fide emergency exists.

Section 8. Management will normally relieve an employee from an overtime assignment if another equally skilled/qualified employee is available and willing to work. Management retains the authority to determine any employee's skills/qualifications which apply to the overtime situation. Overtime will be offered to equally skilled employees on an equal basis.

Section 9. Compensatory Time:

a. For employees whose rate of pay is under the maximum rate of basic pay for GS-10, acceptance of compensatory time in lieu of overtime will be at the employee's choice:

(1) Compensatory time earned in excess of 8 hours in one pay period will be documented on the leave and earnings statement in the appropriate space.

(2) The employee shall have the choice of being paid overtime at the rate of one and one-half (1½) the hourly rate an employee earns, or take compensatory time off equal to the amount of straight-time spent in regular or occasional overtime.

b. Compensatory time will be available for use workload permitting.

c. An employee who has earned compensatory time under the existing laws, rules, or regulations has **one (1) fiscal year** to use the compensatory time off. After **one (1) fiscal year**, any compensatory time not used will be converted to overtime and the employee paid at the rate of one and one-half (1½) times the employee's basic rate of pay.

ARTICLE 10

ANNUAL LEAVE

Section 1. The Employer may agree that employee's request to take annual leave credited to the employee shall be approved, provided it does not interfere with workload requirements. The approval of annual leave in unforeseen circumstances shall be considered on an individual basis.

Section 2. When employees in the same group consistently request the same time periods off (such as hunting season, fishing season, holiday weeks, etc.), these times will be rotated from year to year among the employees applying for these periods.

Section 3. When employees in the same group request the same time period off during the leave year, and the supervisor and employees concerned cannot resolve the problem to the satisfaction of everyone concerned, leave will be scheduled according to service computation date in descending order.

Section 4. The Employer will make every effort to assist in scheduling employees' annual leave to avoid forfeiture. Excess annual leave (use or lose) restoration will be in accordance with established procedures.

Section 5. When the Employer finds it necessary to rescind previously approved annual leave, the Employer will consider the employee's circumstances such as deposits paid, reservations made, family situation, and alternates to such cancellation. If, after such consideration, the Employer finds it necessary to cancel scheduled leave,

the employee will be furnished the reasons for such decision in writing, and will be given the opportunity to reschedule the leave. In the event of inability to reschedule annual leave, the employee will carry over to the next calendar year any cancelled leave, in accordance with applicable instructions.

Section 6. At the discretion of management or in the absence of management, the designated lead may excuse an employee for an irregular absence of up to fifty-nine (59) minutes.

Section 7. Annual leave may be taken in increments of fifteen (15) minutes.

ARTICLE 11

SICK LEAVE

Section 1. The Employer and the Union recognize the importance of sick leave and the obligation and the advantage of the employee to utilize sick leave only for such valid reasons as incapacitation for the performance of their duties due to sickness, injury, pregnancy and confinement, or for medical, dental, optical (or related examination and/or treatment). Employees shall earn sick leave in accordance with applicable regulations.

Section 2. Employees are encouraged to conserve their sick leave, insofar as possible, so it will be available to them in cases of extended illness.

Section 3. Appointments should be made and requested as far in advance as practicable.

Section 4. It is agreed and understood that employees are responsible for notifying their immediate supervisors or other Employer representatives delegated to receive such reports, when they are prevented from reporting to work because of incapacitating illness or injury. Notification will be made before the shift begins or as soon thereafter as possible. If physically unable, the employee will cause (and continue to be held responsible for) such notification.

Section 5. Sick leave absences of more than three (3) workdays may be verified by the statement of a physician or other licensed practitioner. If a medical certificate cannot be obtained because the illness did not require the services of a physician, the employee will present a written statement explaining the circumstances in support of the claim for sick leave.

Section 6. Prior to requiring a medical certificate for absences for any sick leave use, the supervisor will issue the employee a letter stating that further sick leave will require a medical certificate. Discussion between the employee and the supervisor may preclude the action.

Section 7. The Employer will review the sick leave record of each employee required to furnish a medical certificate for every sick leave use and counsel the employee every

six (6) weeks from date of written notification. Any time during the six (6) month period where these reviews reveal sufficient improvement in the sick leave usage, the employee will be notified, in writing, that medical certificates are no longer required.

Section 8. Employees having medical emergencies may have sick leave advanced in accordance with applicable regulations. The Temporary Leave Transfer Program, Article 13, is available at the employee's request.

Section 9. Full-time employees may use up to forty (40) hours of sick leave per leave year under the Federal Family Friendly Leave Act to arrange for and attend the funeral or memorial service of a family member or to care for a family member who has an illness, injury, or other medical condition which, if the employee had such a condition, would justify the employee's use of sick leave. Employees who maintain a balance of at least eighty (80) hours of sick leave may use an additional sixty-four (64) hours of sick leave for the above purposes.

ARTICLE 12

LEAVE WITHOUT PAY

Section 1. The agency may grant leave without pay for an employee elected to serve as a full-time **International** Union Official.

Section 2. Leave without pay for less than twenty-nine (29) days will be requested in accordance with applicable local instructions, utilizing the Standard Form 71, Application for Leave.

Section 3. Leave without pay for more than thirty (30) days will be requested in accordance with applicable local instructions, utilizing the Standard Form 52, Request for Personnel Action. Employees should contact the Human Resources Field Office for appropriate counseling.

Section 4. The departmental policies governing the prior notice requirements for requesting leave without pay will be waived for the Union President, Vice President and Chief Steward when the purpose of the leave is to represent employees at other activities. It shall be the responsibility of the requestor to "walk through" the request to the cognizant department head or designee.

ARTICLE 13

LEAVE TRANSFER PROGRAM

Section 1. The Union and Management support the concepts of Public Law 100-102 of 8 March 1988 establishing a leave transfer program, whereby annual leave may be donated by transfer for use by other employees who need it for certain medical or family emergencies or hardship situations.

ARTICLE 14

MILITARY LEAVE

Section 1. The Union and Management recognize the commitment of government employees who serve as members of reserve components of the Armed Forces of the United States. Reserve components of the Armed Forces include the reserves of the Army, Navy, Air Force, Coast Guard, and Marine Corps, and the National Guards of the Army and the Air Force.

Section 2. Members of reserve components accrue fifteen (15) days of military leave each fiscal year for use when called for active duty or training. Unused military leave accumulates for use in succeeding years. No more than fifteen (15) days may be carried over into a fiscal year. Military leave will be granted in accordance with Chapter 43 of Part III of Title 38, U.S. Code.

Section 3. Notice of military leave will be given to the immediate supervisor as far in advance as possible.

ARTICLE 15

ADMINISTRATIVE LEAVE/OFFICIAL TIME SUPPORT OF COMMUNITY SERVICES PROGRAMS

Section 1. The Employer agrees to provide reasonable administrative leave and/or official time for employees to participate in the following community service programs:

a. On-base blood donations.

b. Jury duty.

c. Local volunteer firefighters response to alarms from a duty status. Should a response prior to an employee's scheduled shift preclude reporting to work on time, then the employee will make reasonable effort to notify management of the circumstances and estimated time of return to work.

d. Election day voting for locally registered voters.

e. Other command sponsored events.

All such administrative leave/official time shall be subject to supervisory approval and operational requirements.

ARTICLE 16

GRIEVANCE PROCEDURE

Section 1. The Article provides for an orderly and sole procedure for the processing of employee, Employer, and Union grievances:

GRIEVANCE: Any complaint –

a. by any bargaining unit employee concerning any matter relating to the employment of the employee;

b. by IAM&AW, District 160, Lodge 282 concerning any matter relating to the employment of any bargaining unit employee; or

c. by any bargaining unit employee, IAM&AW, District 160, Lodge 282, or Electronic Warfare Wing concerning:

(1) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or

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

Section 2. Complaints over the following shall not be processed under this procedure:

a. Any claimed violation relating to prohibited political activities.

b. Retirement, life insurance, or health insurance.

c. A suspension or removal under Section 7532 of the National Security Act.

d. Any examination, certification, or appointment relating to initial employment.

e. The classification of any position.

f. Saved pay for reclassification, etc.

g. Termination or separation of probationary employees.

h. Reduction in force.

j. Non-selection for promotion on properly rated and ranked candidates.

Section 3. An aggrieved employee affected by removal or reduction in grade based on unacceptable performance, or adverse action may at his/her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both. Selection of the negotiated procedure in no manner prejudices the right of an

aggrieved employee to request the Merit Systems Protection Board to review the final decision pursuant to Section 7702 of the Act in case of any personnel action that could have been appealed to the Board. For the purpose of this section and pursuant to Section 7121 (3) (1) of the Act, an employee shall be deemed to have exercised his option under this section only when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure.

Section 4. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 5. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreement arise occasionally among people in any work situation, the filing of a grievance through the negotiated grievance procedure shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization, nor will the grievance be considered as a reflection on the employee's supervisor. Grievances must be presented to the immediate supervisor and official having the authority to resolve the matter within fifteen (15) calendar days from: the occurrence of the matter out of which the grievance arose; or the time the employee became aware of being aggrieved. Extensions may be mutually agreed upon to provide for unusual cases. Employees may represent on their own behalf for processing; if an employee desires representation in processing a grievance through the negotiated grievance procedure, that representative will be the Union.

Section 6. Employee Initiated Grievance:

a. Verbal Informal Procedure, Step 1. The grievance shall be taken up orally by the concerned employee(s) and steward (if requested by the employee(s)) with the appropriate supervisor. The appropriate supervisor will meet with the employee and the Union steward and attempt to resolve the grievance. At the start of the meeting, it will be the responsibility of the employee or (if represented by the Union steward) the Union Steward to inform the supervisor that the meeting is the first step in the negotiated grievance procedure. The supervisor must give his/her reply within fifteen (15) calendar days. The Union and Employer anticipate that most employee grievances will be settled at this informal level.

b. Written Formal Procedure, Step 2. If no satisfactory settlement is reached at the informal step, the employee or representative shall reduce his/her grievance to writing and formally present it to the department head within fifteen (15) calendar days of the supervisor's informal decision. The Department Head will meet with the Union representative and the

grievant, if the grievant so desires, within fifteen (15) calendar days of being formally notified of the grievance. The written grievance shall contain the details of the complaint and the corrective action desired by the employee. It must give the date of informal discussion, the date of the informal decision, and identify the immediate supervisor. The department head will give the aggrieved a written answer within fifteen (15) calendar days after the meeting.

c. Written Formal Procedure, Step 3. If satisfactory settlement has not been reached at the department head level and the aggrieved desires to pursue the grievance, the grievance will be formally presented in writing to the Commanding Officer. Within fifteen (15) calendar days of the formal written grievance being presented to the Commanding Officer, he/she will schedule a meeting between the Union President and him/herself, to resolve, discuss, or clarify facts that may impact the Commanding Officer's decision, The Commanding Officer will render his/her written decision within fifteen (15) calendar days. If the decision is not considered satisfactory to the Union, it may proceed to arbitration.

Section 7. Grievances, which involve disciplinary action, shall be initiated at the next higher supervisory level over the deciding official. The previous consideration extended to the employee is considered a substitute for the informal procedure.

Section 8. The parties shall, upon request of the other party, permit inspection of pertinent records insofar as permissible without violating laws, privacy act, regulations, or Government policy for the purpose of substantiating the contentions or claims of the parties.

Section 9. The Union and the Employer agree that when several employees have an identical grievance (where no individual variations are involved) the Union and the Employer will call the aggrieved employees together and the Union will select one case for processing under the grievance procedure. The employees will be advised that in processing one grievance for the group, the decision on the case selected will be binding on all affected employees. Names of all employees involved in the procedure will be made a part of the record of the case selected for processing and when a decision is made on the grievance, each employee will be individually notified.

Section 10. Any employee or group of employees may personally present a grievance through the negotiated grievance procedure and have it resolved without representation by the Local Union, provided that the Local Union will be given the opportunity to be present at all formal and informal Step 1 discussions in the grievance process. Any resolution must be consistent with the terms of this agreement.

Section 11. Failure of the Employer to answer grievances within the time limit specified will mean that the Employer agrees with the Union's position and was settled in favor of the aggrieved employee/Union, providing such settlement does not violate any law, rule, or regulation. Extensions of time limitation may be granted by mutual consent.

Section 12. Union Initiated Grievances

a. A grievance initiated by the Union will be submitted to the lowest possible management official having the authority to resolve the matter within fifteen (15) calendar days of the occurrence or of the Union becoming aware. If a satisfactory resolution is not reached within fifteen (15) calendar days, the Union may proceed through the remaining steps of the grievance procedure.

b. Grievances initiated by the Employer will be presented to the Unit President within fifteen (15) calendar days of the infraction or the Employer becoming aware of such an infraction. The parties will meet within fifteen (15) calendar days in an attempt to reach a resolution.

Section 13. Nothing in this Agreement shall be so interpreted as to require the Union to represent an employee if the Union considers the grievance invalid or without merit.

Section 14. The agency will ordinarily stay grieved suspensions and removals until a final determination is rendered.

ARTICLE 17

ARBITRATION

Section 1. If the Employer and the Union fail to reach a satisfactory settlement on any grievance processed in accordance with the provisions of this Agreement, such grievance, upon written notification by the aggrieved party within fifteen (15) calendar days after receipt of the other party's final decision, may be submitted to arbitration. Arbitration may be invoked only by the Union or the Employer.

Section 2. Within seven (7) calendar days of receipt of written notification that arbitration is invoked, the moving party will request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Within seven (7) calendar days following receipt of the panel, the parties will meet to select the arbitrator. If the parties cannot mutually agree upon one of the listed arbitrators, the Union and the Employer will strike one name from the list in sequence until one name remains, who shall be the duly selected arbitrator. The party to strike first shall be determined by a coin flip.

Section 3. At the meeting to select the arbitrator, the parties will attempt to frame the issue. Absent mutual agreement on the issue, each party shall frame their own issue.

Section 4. It is agreed that the costs of arbitration including arbitrator's fees and any necessary per diem and travel expenses of the arbitrator shall be shared equally by the parties. Per diem and travel will be paid at the maximum rate payable to Government employees under the Standardized Government Travel Regulations. CMR

Section 5. The arbitration hearing will be held on the Employer's premises during the regular day shift hours of the basic workweek. All employees officially required at the hearing shall be in a duty status.

Section 6. The arbitrator's award shall be binding on the parties. However, either party may challenge any award in the manner prescribed by law.

ARTICLE 18

POSITION CLASSIFICATION

Section 1. Employees are free to appeal the classification (title, series, and/or grade) of their position under the appropriate classification and appeals procedure. Such classification appeal may be made at any time an employee feels his position is improperly classified. Employees are free to appeal the classification of their position without fear of reprisal or prejudice. In the process of preparing the appeal, classification standards and any other procedural advice necessary will be made available to the employee and his/her representative.

Section 2. The employee may designate a representative to assist in presentation of his/her classification appeal under Section 1. Such a designation must be in writing.

Section 3. The Employer will notify the Union and employee when any bargaining unit position is to be audited for classification purposes by outside parties.

Section 4. In event of any personnel actions affecting employees of the unit adversely, due to reduction in grade of any position within the Unit, each affected employee will be furnished a copy of the Standard Form 50 and may request a copy be furnished to the Union. Any time a bargaining unit position is determined appropriate for downgrade, the Union will be furnished the title/grade of the position.

Section 5. All employees will be appropriately classified in accordance with the Fair Labor Standards Act (FLSA).

ARTICLE 19

POSITION/JOB DESCRIPTIONS

Section 1. Position or job descriptions will be based upon the principal duties and responsibilities assigned to each position. All identical positions within the same organizational unit will be covered by the same position description. Any subsequent major changes in position description will be discussed with the employee and the employee will be furnished a copy of the revised position description. Any dissatisfaction with the position description in terms of its representing an accurate description of the job that management has determined will be performed may be resolved through negotiated grievance procedure.

Section 2. All employees in the unit will be furnished a copy of their position description at the time they start a new position, when changes are made to the description, and will be reviewed annually. Lost copies must be replaced when requested.

Section 3. The Union will be given a copy of the employee's position/job description, upon request. Position classification standards are available for review and/or copying in the Human Resources Department.

Section 4. An employee may bring to the attention of the supervisor areas of work that are in conflict with the employee's official position description. It will be the responsibility of the immediate supervisor and the employee to insure that the employee's position descriptions are kept current. The term "other duties as assigned" should reasonably relate to the employee official description.

Section 5. The parties encourage employees to periodically review their position description for the job they now occupy and to report significant changes either to their first level supervisor, Human Resources, or department. Employees may elect to be represented or assisted by a Union representative in reporting significant changes in their position description.

ARTICLE 20

COMMITTEES AND BOARDS

Section 1. The Union may be represented on the following station committees and boards upon written application to the Commanding Officer:

a. Safety and Occupational Health Policy Committee

b. Non-Supervisory Safety and Occupational Health Committee (department/tenant)

The Union will designate a principal and an alternate to the Employer for each committee appointment.

ARTICLE 21

WAGE SURVEYS

Section 1. It is agreed that the Union shall be promptly notified by the Employer of receipt of notice from the Department of Defense Wage Fixing Authority announcing a wage survey, within two (2) workdays of the Employer being notified.

ARTICLE 22

DISCIPLINARY ACTIONS

Section 1. All disciplinary actions shall be taken for just cause. Adverse actions may be grieved through the negotiated procedure or appealed to the appropriate authority. The employee's initial filing of a grievance or the filing of an appeal constitutes the sole procedure for resolution. Such actions are subject to being grieved under the negotiated grievance procedure unless otherwise excluded.

Section 2. The Employer will assure that employees are advised of their right to Union representation by requiring the employee to sign the proposal notice.

Section 3. Employees may have a Union representative present during examination 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 4. In all cases of written disciplinary action taken by the Employer against any employee in the Unit(s), the Union shall be notified of the action taken by Employer as soon as possible after the employee is notified, unless the employee certifies in writing that the Union shall not be so notified.

Section 5. Should the employee request a Union representative, the interview will not be conducted until such time as the Union representative is present. Failure of a Union representative to be present after proper notification should not unduly delay the interview, normally one (1) hour.

Section 6. The pre-action investigation file will contain a signed written copy of the employee's statement.

ARTICLE 23

PERSONNEL DEVELOPMENT AND TRAINING

Section 1.

a. It is recognized that the development of all employees is of vital interest to the parties of this Agreement. It shall be the goal of these parties to encourage all personnel to avail themselves of training, which will be of mutual benefit to the individual, and the needs of the activity. The objectives of CPI 410 shall be used to formulate programs and conduct training.

b. Whenever technological changes cause abolishment of some jobs and establishment of others, the Employer will endeavor to make reasonable efforts to utilize the abilities and skills of the displaced employees, including utilization of training programs to develop employee skills, to the maximum extent possible and permissible.

Section 2. The Employer will identify areas of skill for which training is required. Furthermore, the Employer will, to the maximum extent practicable, allow for off-station training/tuition reimbursement. Employees may have tuition reimbursement for courses taken on their own time; provided, however, that the course is approved prior to the course start date, that the course is directly job-related, and the employee satisfactorily completes the course (i.e., a grade of "C" or better or a certification of completion), and that there is no other appropriate training course available through government sources. In no event will reimbursement be made after the employee has been separated from the rolls of the Employer.

Section 3. The Union representative may bring to the attention of the Human Resources Department Manager the need for specific on-the-job training. The Human Resources Department Manager will investigate the need for the training and review his/her findings with the management officials involved. Where the line official authorizes the training, the Human Resources Department Manager will provide staff services and assistance in carrying out the required training, and/or training that is required to maintain employee certification, national security (ADP and Network Security), and safety on-the-job shall be arranged for and paid by the Employer. The training will be scheduled to comply with the appropriate laws, rules, regulations or policies.

Section 4. Employees may express their views concerning on-the-job and other training to be conducted during working hours to the immediate supervisor and the department training coordinator. Employees who request in writing off-station training will receive a written answer from the department head or department training coordinator as soon as practicable within seven (7) calendar days.

Section 5. The Human Resources Field Office Manager will make available to the Union such information, guidance, and publications as he/she may obtain regarding desired training for self-development. This material will be in duplicate when reasonably possible.

Section 6. Training records will be maintained in accordance with the Defense Civilian Personnel Data System from information provided by employees and department training coordinators.

Section 7. The Employer agrees to include a representative of the Union at local training sessions pertaining to the implementation of new laws, Union contracts or regulations concerning the working conditions of civil service employees, except where a specific cost is incurred.

Section 8. One Hundred (100) hours of administrative leave will be apportioned by the Union members or officials at Electronic Attack Wing and will include the unit annually to attend training seminars sponsored by IAM & AW, District 160, Local 282 and/or AFL-CIO providing the subject matter of such training is of mutual benefit to the Employer and the Union. The Employer will normally receive advance notice of at least thirty (30) days of such training and the names of those individuals who will attend under this Article. In cases beyond the control of the Union, a shorter notice may be accepted by the employee's supervisor.

Section 9. The Union treasurer will be allowed official time for the preparation and filing of reports required by other Government agencies, i.e., Department of Labor and IRS.

ARTICLE 24

HEALTH AND SAFETY

Section 1. Health and safety matters shall be governed by the activity Safety and Occupational Health Program Manual, any addendums/additions thereto or its successor documents. The Union reserves the right to grieve any parts of the manual which would adversely impact on bargaining unit members.

Section 2. The Employer and the Union will cooperate in the continuing effort to eliminate and reduce accidents and health hazards. The Employer agrees to provide and maintain safe and healthful work environments for all employees and will comply with governing laws and regulations relating to the health and safety of its employees.

Section 3.

a. Employees requiring emergency medical treatment shall be given prompt, adequate medical attention through the Electronic Warfare Wing, Whidbey Island. Employee shall be treated until determined by the on-duty medical officer in charge that the employee may be released on his/her own or employee can be transported to a public medical facility by a Washington State certified medical ambulance, at the employee's own expense.

b. Employees may elect to seek private medical attention at their option.

Section 4. Upon request, the Employer will provide a list of employees incurring on-the-job injuries in accordance with the following provisions:

a. Quarterly;

b. All cases involving workman's compensation claims. The employee will have the opportunity to indicate in writing that he/she desires the information be given to the Union. This statement must accompany the CA-1/CA-2 for further processing.

d. The Employer shall ensure that all OWCP injuries and claims are properly documented and filed.

Section 5. Protective devices, when required by directive for sanitation or safety purposes, shall be furnished by the Employer and used by the employees.

Section 6. The agency when purchasing new visual display terminal (VDT) equipment will also purchase an equal amount of safety equipment for VDT operators to use the new VDTs. Examples: Adjustable furniture, adjustable illumination for screens, radiation protection shields, glare shields.

Section 7. Management agrees to furnish protective clothing and safety equipment at no expense to the employee whenever it is required by Management for safety, technical or industrial health reasons. Management agree to allow employees to purchase safety shoes. It is, however, the responsibility of the employee to ensure that the shoes meet the required 75 pound ANSI standard. This can be verified by the Safety Office. When employees make this election, they will present the proper documentation. The Employee will be reimbursed for the amount paid, up to the maximum amount authorized at the time of purchase ($250.00). Safety articles shall be replaced or purchased when determined by Safety to be unserviceable or acceptable for their intended use.

Section 8. Employees will continue to be provided safety glasses in accordance with the Command Policy.

ARTICLE 25

WORKING CONDITIONS

HOURS of WORK

Section 1. The administrative workweek is the calendar week 0000 (military time) on Sunday through 2400 on Saturday. The basic workweek (normally Monday through Friday) consists of three (3), four (4) or five (5) workdays on each of which the employee is scheduled to work eight (8), nine (9), ten (10), or twelve (12) hours.

Section 2. The normal meal break is either thirty (30) or sixty (60) minutes in length and shall normally occur during the middle two hours of the employee's scheduled work-shift. Employees required to work through their designated meal break may be allowed an alternate time during the same shift, released from duty early, or appropriately compensated for the additional time worked.

Section 3. Occasional breaks during the workday are beneficial for employee productivity and morale. Work/rest /smoke breaks are paid and will not result in charge to leave or extension of the workday. Supervisors and employees shall act responsibly to assure the number and length of breaks are reasonable in view of the workload and other workplace considerations.

Section 4. Employees shall be compensated for work performed in accordance with the provisions of law. Compensatory time earned must be used within twenty-six (26) pay periods or it will automatically be paid at the overtime rate. Every effort should be made by Supervision to allow employees the opportunity to utilize earned compensatory time.

Section 5. A reasonable amount of time will be allowed prior to the end of each shift for protection of property, equipment, and personnel clean-up as follows:

A. When an employee is in possession of delicate instruments, portable power tools and other government equipment or tools that must be placed in safekeeping or returned at the end of each shift for checking or preventative maintenance.

B. When an employee is in possession of classified plans that must be returned to classified storage.

C. When an employee is using or exposed to any hazardous industrial material (MSDS) that must be properly stored.

D. When employees in a particular occupation require a special amount of time for clean-up purposes.

Section 6. Prior to changing Alternate Work (AWS)/Flexitime/Compressed Work Schedule (CWS) programs, the Employer will afford the Union the opportunity to bargain the change. AWS/Flexitime/Compressed Work Schedules are voluntary. Employees can mutually agree with their supervisor to change their regularly scheduled day off to accommodate workload under the CWS.

Section 7. Before a new workweek/shift is established with days and hours not previously used by the Employer, the Union will be given an opportunity to bargain on the proposed change. A new work shift is one that is not listed in Section 1 above and/or is presently established or used previously within the past twelve (12) months by the Employer in that department.

Section 8. The Employer will inform the affected employees and the Union of any changes as soon as known and practical. The Employer will consider requests to change employee shift hours. Requests may be granted if the change would benefit the workflow and employee moral.

Section 9. Any complaint or disagreement on the changes of working conditions shall be handled in accordance with 5 USC Chapter 71 or the article on grievance procedure, or any other appropriate authority. A record of employee's schedules will be maintained by the Employer and may be reviewed by the Union.

Section 10. The Employer recognizes that the normal lunch period is a non-duty period and that employees cannot be required to take a non-duty lunch period at their duty site unless they desire to do so.

Section 11. Employees who spend a sustained time operating video display terminals (VDT) may be allowed short periods performing job related non-VDT associated tasks.

Section 12. Environmental differential pay will be paid for the kinds of work and at the rates specified in appropriate regulations.

Section 13. Where shifts are scheduled not to include a meal period, employees will be granted time near their work assignment to eat a meal. This is intended to mean that employees will be permitted to eat a meal during the work shift without interruption of the regular performance of duty.

Section 14. To the maximum extent practicable, travel will be scheduled during the basic workweek. When it is necessary that an employee travel outside their regularly scheduled workweek, they will be compensated in accordance with current directives. At the employee's request, the Employer will provide a written explanation of the necessity to perform travel outside the employee's basic workweek.

Section 15. It is agreed that when an employee in the Unit is detailed or assigned to any position in which he/she has had no previous experience, the employee will be given a reasonable on-the-job orientation period when it is required to ensure job performance.

Section 16. When assigning employees to any work that the supervisor knows environmental pay is warranted, the supervisor shall so notify the employee. If at any time during a job assignment an employee believes that environmental differential pay is warranted, the employee shall call the matter to the attention of the immediate supervisor.

Section 17. In the event that Management decides to study flextime and/or an alternate work schedule, the Union will be invited to participate to the extent permitted by law. Employees may volunteer or request Alternate Work Schedules (AWS) as long as there is no adverse agency impact, as defined by statute.

Section 18. VDT operators who become pregnant may be temporarily assigned, at their own request, to non-VDT work during the remaining term of the pregnancy, based on the joint determination of the employee's physician and the agency's own medical determination.

Section 19. Employees shall be provided lockers/desks to store their personal belongings. The lockers only will be provided with locks. Management will only gain entry into the lockers by force in an emergency. If Management desires to cut a lock or gain entry to search an employee locker, the Union will be notified and the employee and/or Union Representative will be present. There must be a legitimate reason under which entry is requested.

ARTICLE 26

REDUCTIONS IN FORCE

Section 1. The Employer will notify the Union in writing of a proposed RIF, upon approval to conduct said RIF. The notification will include, but not be limited to, number of positions to be abolished, effective date, reason(s) for the RIF, and precede notification to affected employees. Further, the Union will be notified of meetings with unit employees on the proposed RIF, and allowed to be present and provide advice and guidance to affected employees.

Section 2. All RIF actions will be made in accordance with applicable laws and regulations. Any career or career-conditional employee who is separated as a result of a RIF shall be placed on a Reemployment Priority List and other appropriate reemployment lists. All such employees shall be given preference of reemployment.

Section 3. In situations where an employee elects to take a demotion in lieu of a RIF, the employee may be assigned to perform the duties of the lesser rated position subject to exception provided in applicable regulations. In such cases applicable "saved grade, saved pay" regulations shall apply. The Employer will give consideration to re-promoting such employees to the former rate.

Section 4. The Employer, to the extent consistent with manpower requirements, will make a reasonable effort to reassign employees affected by a RIF.

Section 5. In the event of a RIF, existing vacancies will be utilized to the maximum extent possible to place employees in continuing positions who otherwise would be separated.

Section 6. In the case of a RIF, the Union and all affected employees will be afforded access to applicable files and records consistent with the Privacy and Freedom of Information Acts. Affected employees will be given the opportunity to voluntarily release this information to the Union.

ARTICLE 27

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union agree to cooperate in providing equal opportunity in employment of all persons, to prohibit discrimination because of age, race, color, religion, sex, national origin, or physical or mental handicap and to promote the full realization of equal employment opportunity (EEO) through a continuing affirmative program. The Employer will conduct a continuing campaign to eradicate every form of prejudice or discrimination from the Employer's personnel policies and practices and working conditions.

ARTICLE 28

ALCOHOLISM AND DRUG ABUSE

Section 1. The Union agrees to support the Employer's program on alcoholism and drug abuse. The abuse of alcohol and drugs is a recognized problem in which both parties have an obligation. Therefore, the parties agree that counseling is required and necessary for those employees identified as having problems and to assist them in seeking aid and medical treatment. (The Alcohol and Drug Abuse Program is described in current directives; copies of which are available for review in departmental administrative offices and in the Civilian Personnel Department.)

Section 2. Voluntary initial identification to the immediate supervisor will not be a reason for punitive action. Prompt referral to the Civilian Employee Assistant Program (CEAP) will ensure the employee's privacy.

Section 3. Official time will be allowed for initial contact with the Civilian Employee Assistance Program (CEAP) Coordinator.

Section 4. Any employee who accepts assistance for a drug-alcohol problem will be given 90 working days to improve their performance before being subject to adverse/disciplinary action.

ARTICLE 29

PERFORMANCE APPRAISALS

Section 1. Annual performance evaluations for unit members will be made pursuant to the provisions of appropriate laws, regulations, and this Agreement. The rating period currently is July through 30 June. Any changes in the evaluation system will be made only after the Employer has met the obligation pursuant to Article 3 of this contract,

Section 2. Each position description will accurately describe the primary duties assigned. Job performance elements must reflect valid job requirements if they are to be used for rating purposes. The phrase "other duties as assigned" used in position descriptions must be valid job related requirements.

Section 3. Appraisal Rating: An employee's performance rating will be a result of application of the standards of performance to the employee's performance on critical elements of the employee's work plan. The employee will be rated only on these elements.

Section 4. Union officials will be evaluated on actual time they are performing their work and will not suffer as a result of performing representational duties in accordance with applicable laws, rules and regulations.

Section 5. Application of performance standards used to evaluate employee performance must be fair, objective, reasonable, and job related.

Section 6. Employees that perform at an acceptable level will be eligible for an appropriate monetary performance award.

Section 7. If the employee reasonably believes he/she will be rated less than acceptable, he/she may request Union representation during a formal appraisal conference.

Section 8. When it is proposed to rate an employee as failing or to remove, downgrade, or take adverse action against a member of the unit based on unacceptable performance, the employee will be provided with no less than a ninety (90) day advance notice. The notice will include at the least a list of the critical elements being used by the Employer to justify the action, a performance improvement plan, no less than 90 days, to correct any areas of unacceptable performance and a subsequent 30-day written notice of proposed action.

Section 9. Dissatisfaction over any aspect of an employee's evaluation or any disputed action taken as a result of a performance appraisal may be processed under the negotiated grievance procedure including the performance appraisal itself and the factor markings.

Section 10. All information concerning work studies over which management has control including any objections to data derived will be made available to the Union.

ARTICLE 30

SERVICE OF PROCESS

Section 1. Service of process in any legal matters shall be accomplished in accordance with appropriate Department of Navy regulations.

ARTICLE 31

VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. Union dues shall be deducted by the Employer from an employee's pay each pay period when the following conditions have been met:

a. The employee is a member in good standing in the Union.

b. The employee has voluntarily authorized such a deduction on a Standard Form 1187, Allotment Form.

c. The employee's earnings are sufficient, after all other legal deductions, to cover the full amount of the allotment.

d. Section A of the Allotment Form has been completed and signed by an official of the Union and the form has been received by the payroll office.

Section 2. The Employer shall deduct Union dues in the amount listed on Standard Form 1187 signed by an employee of the units for which the Union holds exclusive recognition.

Section 3. The Union shall be responsible for ensuring that the Allotment Form is provided and made available to the members, and shall ensure that the employees are fully informed concerning the program for payroll deduction of the Union dues, its voluntary nature, the uses of the required form, and the procedure for revocation of allotments, Standard Form 1187, etc.

Section 4. Deduction of Union dues shall begin with the first pay period which occurs after receipt of a correctly executed Allotment Form by the Unit payroll offices. However, such forms must be received by the Unit payroll offices not later than three (3) working days prior to the beginning of the aforesaid payroll period. Employees may not request the deduction from their earnings of dues to more than one Union.

Section 5. If the amount of regular dues is changed by the Union, the Unit payroll offices will be notified in writing by the Union of the rate and effective date of the amended dues structure. The amended amount will be withheld effective with the payroll for that pay period following the pay period during which the notice is received in the payroll office, unless a later date is specified by the Union.

Section 6. The amount of dues withheld shall be transmitted by the payroll office to the Treasurer of the Union by check not later than ten (10) workdays after the close of the pay period in which the deduction was made. With each remittance, the payroll office shall provide the Union with two (2) copies of the computer printout containing the following information as a minimum:

a. Names and payroll number of each employee for whom dues are being deducted and the amount of each deduction.

b. Total number of employees for whom dues were withheld.

c. Total amount withheld.

Section 7. An employee may revoke an allotment for Union dues by submitting a Standard Form 1188. The Standard Form 1188 will be obtained from the IAM&AW, District 160, Local 282, Building 110, during normal office hours. Upon receipt of the revocation form, the payroll office will discontinue the withholding of dues from the employee's pay effective the first full pay period beginning after the individual's anniversary date. The window of discontinuance of dues deduction will be give (5) workdays before the employee's anniversary date. The payroll office shall notify the Union of all such revocations received by mailing a copy of the revocation form, or request, to the Secretary Treasurer, Local 282, with the computer printout biweekly.

Section 8. An employee's voluntary allotment for payment of his Union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

a. Loss of exclusive recognition by the Union.

b. Separation of the employee from the units.

c. Upon receipt of notice from the Union that the employee is no longer a member in good standing.

Section 9. The Union shall furnish the Employer at the earliest practicable date with a certification of the amount of dues and the name and address of the official of the Union authorized to certify Section A of Standard Form 1187 on behalf of the Union. The Union shall be responsible for giving the Employer prompt written notification of any changes in the name or address, or both, of the officials of the Union.

ARTICLE 32

SMOKING POLICY

Section 1. The active smoking policy is in compliance with requirements of higher authority directives and Article 3 of the collective bargaining agreement. Where there is latitude for local policy options through impact and implementation bargaining, the Employer and the Union will negotiate local policy options in an effort to enhance a healthful working environment while considering the desires of those personnel who smoke.

ARTICLE 33

MERIT STAFFING

Section 1. The Union recognizes that the Employer may fill vacancies by methods other than promotion, such as appointment, reinstatement, reassignment, or transfer. If these recruitment sources are not utilized or they are used along with competitive merit staffing procedures, the area of consideration in announcing vacancies will be sufficiently broad to insure the availability of highly qualified candidates and will provide for successful accomplishment of Affirmative Action Plan goals and the requirement of the Federal Equal Employment Recruitment Program. All vacancies are subject to application of DOD Priority Placement Program, Military Spouse Preference Act, and any other programs imposed by a higher authority after negotiations with the IAM&AW, District 160, Lodge 282.

Section 2. The Employer will not consider applicants for bargaining unit positions from outside the stated area of consideration if five (5) or more qualified applicants are properly rated and ranked, highly qualified are identified within the initial area of consideration, without first considering these highly qualified candidates. The Employer agrees to wait three (3) workdays before referring non-bargaining unit candidates for consideration.

Section 3. The Employer will not involuntarily assign any employee to discriminate against or punish employees, or for any reasons that would violate law, rule, regulation, or this Collective Bargaining Agreement.

Section 4. If and when management decides to fill a reestablished position, a qualified incumbent of the old position would have first option to be reassigned to fill the vacancy for a period not to exceed 2 years from the date of the action. Placement is not mandatory.

Section 5. Selecting officials will ensure staffing by the best qualified candidates available and that qualified and eligible employees have an opportunity to develop and advance to their full potential according to abilities.

Section 6. Selection will strictly comply with EEO policies and procedures.

Section 7. Vacancy announcements are found at the official Navy website. HR will notify the union when using nonmerit promotion sources (for information only).

Section 8. The area of consideration is geographic limitations of Electronic Attack Wing. If it becomes necessary to extend the area of consideration, the Union will be given prior notice and the reason why.

Section 9. Vacancy announcements will remain open for at least 10 calendar days.

Section 10. Employees who are on leave or official travel during one-half or longer of the open period of the announcement may submit a delayed application within 3 working days after the closing date or returning to work, providing a certificate has not been issued.

Section 11. Interviews may be conducted by the selecting official and/or a selection panel at the selecting official's discretion. Depending upon information available, the selecting official will interview all or none of the referred candidates. Interview questions must be job related and be consistently used.

Section 12. An employee may see, upon request, and comment on their numerical scoring, supervisory appraisals of past performance, and reference checks obtained from former supervisors, subject to the Privacy Act and confidentiality.

Section 13. Disputes arising out of application of Merit Promotion plans, ratings or rankings of candidates that are believed to be improper, or any aspect of violations of laws, rules, or regulations shall be processed per the article on grievances.

ARTICLE 34

REALIGNMENT OF WORKFORCE/CONTRACTING OUT

Section 1. Management agrees to consult openly and fully with the Union regarding any review of a function for contracting out within the bargaining unit. Management agrees to notify the Union of the key steps in the commercial activities process and

consider comments from the Union at the appropriate steps (e.g., general notice to employees regarding contracting out). It is understood that the Employer has sole discretion in the decision to contract out. Disputes that arise as a result of such decisions may only be addressed through the statutory appeal process contained within the OMB Circular.

May 2007

ARTICLE 35

DURATION OF AGREEMENT

Section 1. This Agreement as executed by the parties shall remain in full force and effect for three (3) full years from the date of this approval by the Agency. Further, it is provided that this Agreement shall terminate at any time it is determined that the Union is no longer entitled to exclusive recognition. On the request of either party, the parties shall meet to commence negotiations on a new Agreement no more than sixty (60), no less than thirty (30), days prior to the expiration date of this Agreement.

Section 2. This Agreement, except for its duration period as specified in Section 1 of the Article, is subject to opening only as follows:

a. Either party may request a re-opener and talk about modification of the Agreement anytime after the first anniversary of the effective date of the Agreement. The notice shall include the modification desired. A conference between the parties will be convened within thirty (30) days after the date of notice. Each party will be limited to no more than one (1) such conference during the three (3) year life of this Agreement. Each party will also be limited to submitting three (3) proposals at any one reopening conference. A proposal may include a change in one or more sections of an article, and/or an introduction or deletion of an article.

b. It shall be opened for amendment upon written request of either party made within thirty (30) calendar days after receipt of any order, instruction, or regulation of the Office of Personnel Management, Department of Defense, or the Department of the Navy, which substantially alters discretionary authority of the Employer with regard to any item dealt with in this Agreement. Request for such amendments must include a summary of the amendments proposed and make reference to the appropriate order, regulation, or instruction upon which each amendment is based. The parties shall meet within fourteen (14) calendar days after receipt of such request to open negotiations on such matters. No changes shall be considered except those bearing directly on and falling within the scope of such order, regulation, or instruction, and the discretionary area(s) which the same delegates to the Employer. Such amendments, as agreed to by the parties, will be duly executed by the parties.

Section 3. Any amendment to this Agreement as agreed upon by the parties shall be promptly reproduced by the Employer and disseminated to all employees within the limits as mutually agreed.

Section 4. No agreement, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by any employee or group of employees with the Employer, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and approved by the Secretary of the Navy.

Section 5. The waiver of any breach or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

In witness where of the parties hereto have executed this agreement on the 25th day of October 2004.

FOR THE EMPLOYER

R. C. FIELD
Captain, USN

FOR THE UNION

A. W. ROBINSON
Chief Steward

Approved by the Secretary of Defense to be effective 11 May 2004.

INTERNATIONAL ASSOCIATION of MACHINISTS
and AEROSPACE WORKERS
DISTRICT LODGE No. 160

AFFILIATED LODGES: 79 – 130 – 239 – 282 – 289 – 297
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DON E. HURSEY, DIRECTING BUSINESS REPRESENTATIVE
ROBERT JAMES, PRESIDENT
JOHN W. DECKER, SECRETARY-TREASURER

January 15, 2008

Commander. Electronic Attack Wing
3730 N. Charles Porter Ave
Oak Harbor WA 98278

FAX # - 360-257-1299
(Original USPS)

Attention: Payroll

This will serve as official notice that the dues for members of the International Association of Machinists & Aerospace Workers (IAM&AW), District 160, Local Lodge 282, have changed effective January 1, 2008 as per the attached list.

In accordance with the "Request for Payroll Deductions for Labor and Organization Dues" (Standard Form 1187) previously signed by each individual member, you are hereby authorized to make this change effective February 1, 2008.

Once the requested changes have been made, please notify my office. You may contact my Administrative Assistant, Carolyn Pierce, at 360-377-8868, ext 1.

Thank you for your prompt attention to this matter.

Sincerely,

Jon M. Goddard
Business Representative, IAM&AW
District 160, Local Lodge 282

JMG/cp
opeiu#23/afl-cio

encls.

Attack Wing
Employee List > Union Repo

	Last Name	First Name	SS#		Wage	Union ID	Option	
terminated	~~Compney~~	~~Carmen~~	~~589-42-6301~~		~~$ 20.41~~	~~N14~~	~~V~~	
FRC	Cordova	Bernard	569-72-9655		$ 26.30	AAG	H	FRC NW
FRC	Polm	John	446-68-7512		$ 25.34	AAG	F	FRC NW
	Ruch	Sara	563-96-7252		$ 20.48	N14	V	

corp