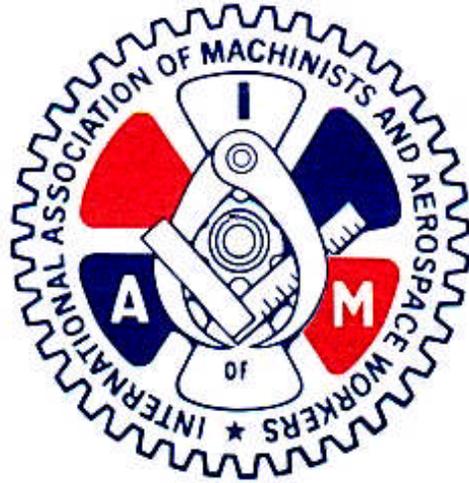


Commander Navy Region Northwest



NEGOTIATED AGREEMENT BETWEEN

**COMMANDER NAVY REGION NORTHWEST
FLEET & FAMILY READINESS PROGRAM
NON-APPROPRIATED FUND EMPLOYEES**

And

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**

April 2008

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Preamble

This agreement is made by and between the Commander, Navy Region Northwest (CNRNW), Silverdale, Washington, hereinafter referred to as the "Employer", and the International Association of Machinists and Aerospace Workers, District Lodge 160, IAM&AW, AFL-CIO, Local Lodge 282, hereinafter referred to as the "Union".

Witnesseth

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

- (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 affect them: (a) Safeguards the public interest, (b) Contributes to the effective conduct of public business; 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 work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government; and

WHEREAS it is the intent and purpose of the parties hereto to promote and improve the efficient administration and performance of the Employer and the well-being of employees within the meaning of the statute, to establish a basic understanding relative to personnel policies, practices, procedures, and employment, and to provide means for amicable discussion and adjustment of matters of mutual interest which are discretionary with the Employer;

Now, therefore, the parties hereby agree as follows:

Article 1
Recognition and Coverage

Section 101: The Employer hereby recognizes that the Union is the exclusive representative of all employees in the unit, as defined below and the Union recognizes the responsibility of representing the interest of all such employees without discrimination and without regard to organization membership with respect to grievances, personnel policies, practices, and procedures or other matters affecting conditions of employment.

Section 102: For the purposes of this Agreement the bargaining unit is described as follows:

INCLUDED: All nonappropriated fund employees of the Sheltering Division and the Child Development Care Program, including Child Development Centers, School Age Care and Youth Programs at East Sound, West Sound and North Sound and Child Development Home Monitors, Community Programs Department, Commander, Navy Region Northwest, Silverdale, Washington.

EXCLUDED: All appropriated fund employees; all other nonappropriated fund employees; teen/student grant hires of the Child Development Care Program, professional employees; management officials; supervisors; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

Article 2
Provisions of Law and Regulations

Section 201: It is agreed and understood by the Employer and the Union that nothing in the administration of all matters covered by this Agreement shall be in conflict with existing laws and regulations of appropriate authorities including policies set forth in Office of Personnel Management and DoD instructions, by published agency policies and regulations in existence at the time the agreement is approved; and by subsequently published policies and regulations required by law within the restrictions of Section 7116(a)(7) of the Statute.

Section 202: The fact that the Union agrees to published agency policies and regulations in existence at the time the Agreement is approved does not preclude the Union from requesting to meet and negotiate to the extent required by law on any agency policy and regulation.

Article 3
Appropriate Matters for Consultation or Negotiation

Section 301 – Appropriate Matters for Consultation or Negotiation: Matters appropriate for consultation or negotiation between the parties are those pertaining to personnel policies, personnel practices and working conditions which are within the discretion of the Employer and are appropriate for consultation or negotiation under applicable law.

Section 302 – Notice to Union:

Prior to implementing changes in matters appropriate for negotiation, the Employer will notify the Senior Chief Steward of the change and the proposed effective date.

A. Notification will be written either as a letter, email or fax. The proposed effective date will normally be not less than ten (10) working days from the date of notification. However, exceptions to this may be necessitated by the urgency of the change (i.e. a change in security procedure or national security). Notifications will contain information for the Union to make an informed response to include purpose, implementation, implementation date and personnel affected.

B. It is the intent of the Employer and the Union to resolve all issues of bargaining at the lowest level possible.

Section 303 - Bargaining Request. Should the Union elect to negotiate the change, it will serve notice on the Employer within ten (10) working days of receipt of the Employer's notification. Such notice shall be in writing to the designated Regional Human Resource Office representative to include a minimum of a specific outline of the Union's counterproposals. The Union may request any additional information or a meeting to clarify or determine the impact of the proposed change; however, it does not extend the initial ten (10) working day notice. If Union notice has not been received by the Employer within ten (10) working days, the Employer may implement the change, unless the parties have mutually agreed to an extension of the Union's deadline date.

Section 304 - Negotiation. If the Union elects to negotiate a change, the Employer will schedule a meeting for the purpose of such negotiations. The parties shall meet at the designated time and place and negotiate in good faith in accordance with their obligations under 5 U.S. Code 7114(b). Should the parties fail to reach agreement, either party may invoke impasse proceedings.

Section 305 – Change in Work Shift or Schedule. Changes to a unit employee's individual work schedule or shift are covered separately in this Agreement in Article 11 – Hours of Work.

Article 4
Rights of the Employer

Section 401 - Employer Rights. The Employer retains the right:

- A. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and,
- B. To hire, assign, direct, lay off, and retain employees, or to suspend, remove, reduce in grade or pay, or take other administrative action against employees; and.
- C. To assign work, make decisions with regard to contracting out, and determine the personnel by which operations shall be conducted; and,
- D. To make selections for appointments from properly ranked and certified candidates for promotion or from any other appropriate source; and,
- E. To take necessary action to carry out the mission during emergencies as defined by the Employer or appropriate senior authority.

Article 5 Rights of the Employees

Section 501 - Statutory Rights. Each employee has the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union or refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in Public Law 95-454, the right to assist the Union extends to participation in the management of the Union and to act for the Union in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. The Parties agree that no interference, restraint, coercion, or discrimination shall be practiced to encourage or discourage membership in the Union.

Section 502 - Expression of Concerns to Union. Employees are encouraged to bring work-related concerns or complaints to the attention of their immediate supervisor. However, each employee shall have the right to bring work-related matters or complaints directly to the attention of the Union, utilizing established procedures under Article 7 of this agreement. The use of official time will be as specified in this agreement when bringing such concerns to the Union representatives.

Section 503 - Retention of Contractual Benefits. It shall be the intent of the parties that employees shall not forfeit any benefits of this agreement while on detail or assignment at another Federal facility. However, such employees will conform to the rules, regulations, and procedures in practice at the place of temporary assignment.

Section 504. Review of Records. Upon request, the Employer shall grant an employee, or Union representative duly authorized in writing by the employee, a reasonable amount of excused time to review the employee's Official Personnel File in the Human Resources Office and Official Medical File in the Branch Clinic at the local command. In accordance with all applicable laws, rules and regulations.

Section 505. Representation Rights. The Union shall be given the opportunity to be represented at:

- A. Any "formal discussion", as defined by Section 7114(a)(2)(A) of the Statute which provides, "An exclusive representative of an appropriate unit in an agency 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 practice or policy or other general condition of employment."
- B. Any examination of an employee in the unit by a representative of the agency in connection with an investigation if –
 1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and,
 2. The employee requests representation.

- C. Supervisors are encouraged to advise employees of their right to request representation in accordance with 505 above at the onset of the examination. However, the Union agrees that a supervisor's failure to do so, will not constitute harmful error in the event of any subsequent appeal, grievance or complaint.

Article 6
Rights and Responsibilities of the Union

Section 601 – Exclusive Representative: The Union, having been accorded exclusive recognition, is the exclusive representative of the employees in the unit and is entitled to act for, and negotiate collective bargaining agreements covering all employees in the unit. An exclusive representative is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership.

Section 602 – Represented at Formal Discussions: As exclusive representative, the Union shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the Employer 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; or

b. Any examinations of an employee in the unit by a representative of the Employer in connection with an investigation if:

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

(2) The employee requests representation.

Section 603 - Employee Listings: Upon request, the Employer will provide the Senior Chief Steward with a current listing of unit employees which will include the employees' job titles, and organizational and geographic locations. Such requests will be limited to two per calendar year and be forwarded to the designated Regional HRO Representative.

Section 604 – Labor-Management Partnership Council: Both parties will support and participate in the established Partnership Council. Decisions and actions of the Partnership Council will not void or modify any portion of this agreement.

Article 7 Union Representation

Section 701 – Number of Representatives: Union representatives consist of one Senior Chief Steward, two Chief Stewards (one at each geographic location) and eleven (11) Area Stewards assigned and distributed in work areas and shift by the Union.

Section 702 - Notice of Representative Assignment: The Union will provide a list of its Representatives, to include the names, telephone numbers and area of responsibility of each Representative. The Union will provide an updated list to the CNRNW, Human Resource Office, Deputy Director when a steward assignment or contact information changes. Only representatives identified in the list will be eligible for official time for representation purposes.

Section 703 - Area of Responsibility: Chief Stewards and Area Stewards will normally represent employees within their assigned geographic location(s). The Senior Chief Steward may assign Chief Stewards and Area Stewards to represent employees in other geographic locations if there is an emergent need and the Employer concurs with the assignment.

Section 704 - Reassignment of Representatives. The Senior Chief Steward and Chief Stewards will not be assigned to other geographic locations or to a different shift, unless there are compelling work, training requirements, or unless there is mutual agreement between Union and Management. The Employer will notify the Senior Chief Steward prior to reassigning Union representatives to another shift or geographic location.

Section 705 - Official Time.

The Employer agrees to establish a block of four (4) hours per day for the Senior Chief Steward. The Senior Chief Steward may have additional time to perform appropriate representational responsibilities as defined under the statute during his/her normal working hours as necessary. The Senior Chief Steward may be required to perform his/her regular duties for mission critical work. This arrangement is subject to the following:

1. Should the Senior Chief Steward need to meet with an employee during the employee's duty hours, the Senior Chief Steward will contact the employee's supervisor to make the necessary arrangements. The Senior Chief Steward will advise the supervisor of the purpose, urgency of the matter and an estimated amount of time for the meeting. At the first opportunity, the supervisor will, when appropriate, make the necessary arrangements (date, time and location) and advise the Senior Chief Steward of those arrangements.
2. The Senior Chief Steward will perform those responsibilities on the Employer's premises. Exceptions may occur under appropriate circumstances with the advance authorization of the Employer.
3. An "Acting Senior Chief Steward" will be entitled to the four-hour block of official time each day during temporary absences of the Senior Chief Steward which exceeds ten (10) working days. The Union will inform the Regional HRO Representative of the Acting Senior Chief Steward selection

with consideration for mission impact. Consideration will be given for absences of less than ten (10) working days on a case by case basis.

- A. Recognizing that the Chief Stewards have additional representational responsibilities above and beyond those of Stewards, the Employer agrees that reasonable time will be allowed to perform appropriate representational responsibilities during their normal working hours. Reasonable time will be defined as:
 - 1. Up to 8 hours per day official time during regularly scheduled hours of work for appropriate representational responsibilities.
 - 2. The Chief Steward has responsibility to give management advance notice of need for official time so that mission requirements can be met. The Chief Steward will advise the supervisor of the purpose, urgency of the matter and an estimated amount of time for the meeting. The parties recognize that depending on nature of the representative's position, that requests for official time may be dependent on mission compliance issues such as child to caregiver ratios, front desk coverage, etc. If the representative cannot be released at the time requested, the supervisor will, when appropriate, provide an alternate time as soon as possible. Alternate times will not exceed three (3) working days and time limits will be extended upon mutual agreement of the parties.
- B. Area Stewards needing official time for representation matters will advise their supervisor as far in advance as possible, of the general nature of the matter, their destination, with whom they intend to meet, the time they wish to be released from their regular duties, and the anticipated duration of their absence. If the representative cannot be released at the time requested, the supervisor will, when appropriate, provide an alternate time as soon as possible. Alternate times will not exceed three (3) working days and time limits will be extended upon mutual agreement of the parties.
- C. Area representatives will be given the opportunity to provide a 10-minute briefing to new employees. The supervisor will advise the area representative of the new employees and give the opportunity to meet within 30 days of the employee's reporting date, subject to mission requirements.
- D. There will be only one Union representative at a grievance or investigatory meeting. Exceptions will require prior agreement between the Senior Chief Steward and the designated Regional HRO Representative.
- E. The Union accepts the responsibility to ensure that any activities performed by its representatives relating to the internal business of the Union (including the solicitation of membership, elections of Union officials, and collection of dues) are performed during the time the employee is in a non-duty status.

- F. Union representatives are responsible for providing their supervisor each pay period with an accurate accounting of their official time usage for representation purposes during each pay period to include the specific date(s) and time(s) of such usage. Time will be recorded and properly coded using the form located in Appendix A.

Section 706 - Representation Procedures: The following procedures will be observed by employees and Union representatives when requesting official time:

- A. Employees - Employees who wish to meet with a Union representative during duty hours will request that their supervisor arrange a meeting. Employees will advise their supervisor of the general purpose of the meeting and the urgency of the matter. At the first opportunity, the supervisor will, when appropriate, make the necessary arrangements (date, time, and location) and advise the employee of those arrangements.
- B. Union Representatives -- Union representatives who wish to meet with an employee will request their supervisor make the necessary arrangements. The supervisor will be advised of the general purpose of the meeting, their destination, with whom they intend to meet, the time they wish to be released from their regular duties, the anticipated duration of their absence and the urgency of the matter. At the first opportunity, the supervisor will, when appropriate, make the necessary arrangements and advise representative of those arrangements. Union representatives will use the Official Time Usage form (Appendix A) available from the supervisor to record official time.

Section 707 – Facilities: The Employer will provide confidential meeting space during official hours of business. Union officials, with their Supervisor’s approval, will be allowed reasonable use of a computer, fax machines, copiers and secure locking file storage in their work area only for the purpose of performing representational activities.

Section 708 – Union Visitors: Requests for non-employee representatives of the Union to visit work facilities are subject to Agency security regulations and must be provided in writing (email and fax are acceptable) to the designated Regional HRO representative.

Section 709 – Distribution of Agreement: Copies of this contract will be made and available through the CNRNW website. The Employer will provide 50 copies of the collective bargaining agreement to the Senior Chief Steward.

Article 8 Publicity

Section 801 - Bulletin Boards: The Employer will make bulletin board space available on which the Union may post notices of union meetings, recreational or social affairs, union election notices, and results of such elections. Any other materials proposed for posting by the Union must be reviewed and approved by the CNRNW, Human Resource Director and Union Senior Chief Steward prior to posting.

Section 802 - Employer Publications: The Employer agrees to consider publishing articles submitted by the Union in Employer newsletters or similar publications on a “space available” basis. Such articles shall be submitted to CNRNW, Human Resource Director at least ten working days in advance of the publishing date.

Section 803 - Union Publications: The Union shall have the right to distribute a Union news bulletin to unit employees during non-duty hours. Such distribution shall be conducted in a manner such that it will not interfere with work operations or traffic during peak traffic hours.

Section 804 - Union/Employer Relationship: The parties mutually denounce the use of defamatory or scurrilous statements by members of either party as being contrary to good Union/Management relationships, and further agree they will not condone such activity through failure to take affirmative action to prevent or stop such behavior.

Section 805 - Employee Surveys: Employer-originated surveys/polls relating to working conditions of unit employees shall be conducted on official time and the results shared between the parties.

Article 9 Definitions

REGULAR FULL-TIME (RFT) EMPLOYEE – Regular Full-Time (RFT) employees serve in continuing positions on a regularly scheduled workweek of 35 hours or more.

REGULAR PART-TIME (RPT) EMPLOYEE – Regular Part-Time (RPT) employees serve in continuing positions for a minimum of 20 hours per week but fewer than 35 hours per week on a regularly scheduled basis.

FLEXIBLE EMPLOYEE – Flexible employees serve in either continuing or temporary positions up to 40 hours per week. The work may be scheduled in advance or may be on an as-needed intermittent basis. Flexible employees may not participate in the insurance and retirement programs, nor are they eligible for the leave program.

PROBATIONARY – A regular employee who has completed less than twelve months of continuous employment.

UNION – International Association of Machinists and Aerospace Workers, District 160, Local Lodge 282 (IAM&AW).

AGENCY – Department of the Navy (DON).

EMPLOYER – Commander Navy Region, Northwest (CNRNW).

COMMANDER – Commander Navy Region, Northwest (CNRNW).

DAY – Unless otherwise indicated calendar day.

OPF – Official Personnel File maintained by the NAF Personnel Office.

NAF – Non-appropriated Fund.

NAFPO – Non-appropriated Fund Personnel Office.

EMPLOYEE – Bargaining unit member of the unit described in Article 1.

GENDER – Whenever the words, he, his or himself are used they are meant to represent both male and female, unless otherwise stated.

FILING DEADLINE/DATE – Whenever a filing date or suspense date falls on a weekend or holiday, the deadline shall be the next regular workday of the administrative work week. The Union and the Employer may accept additional exceptions subject to mutual agreement.

HRO – Regional Human Resources Office.

REGIONAL HRO REPRESENTATIVE – Regional HRO advisor assigned to Fleet and Family Readiness program.

SOP – Standard Operating Procedure

Article 10

Staffing, Promotions and Placement

Section 1001 – Employment Policy: All employees and applicants for employment shall receive fair and equitable treatment for advancement opportunities without regard to race, age, sex, color, religion, national origin, lawful political affiliation, physical handicap or membership or non-membership in the Union.

Section 1002 – Filling Vacancies: Positions are to be filled by the Employer based on need and based on skills, knowledge and abilities. Qualification requirements shall be created using the classified position description. Positions shall be described in accordance with appropriate standards.

Section 1003 – Area of Consideration: The Employer will determine the area of consideration when filling vacancies. The Employer will consider in-house resources first through internal posting or concurrently with any outside sources.

Section 1004 – Recruitment Sources: Recruitment for NAF positions may be either competitive or non-competitive from various sources including:

- A. Selection from a certificate of eligible candidates on a competitive vacancy announcement.
- B. Selection from a certificate of eligible candidates from an open continuous announcement.
- C. Noncompetitive reinstatement or transfer of current or former NAFI employee.
- D. Noncompetitive interim hires to meet emergent needs not to exceed 90 days.

Section 1005 – Job Announcements: When the Employer decides to issue an official vacancy announcement to solicit applications, the announcement will be posted at NAFPO offices and primary Employer work locations within the area of consideration. Vacancies open to the public will also be posted on the employment job line and on the Employer's website (navylifepnw). Announcements will include the following:

- A. Title, series, grade and pay;
- B. Organizational location;
- C. Knowledge, skills and abilities required to successfully perform in the position;
- D. Any special requirements such as a security clearance, driver's license, etc.
- E. Area of consideration;
- F. Where and how to apply.

Section 1006 – Details and Temporary Promotions: The Employer will make temporary assignments based on operational need and will be responsible for informing employees of the reasons, duties, and estimated duration of the assignments; and for establishing proper controls to ensure that temporary assignments are recorded and terminated timely.

- A. Details. A detail is a noncompetitive temporary assignment of an employee to a different position or set of duties for a specified period of time.
 - a. Employees on detail are not officially reassigned but continue to occupy their position of record and maintain their same status and pay rate. An employee

- need not qualify for the position to which detailed except for any minimum license or certification requirements. Upon completion of the detail, the employee will normally return to his position of record.
- b. Noncompetitive details will normally be made from among employees within the activity concerned. This does not limit the Employer's right to go outside the activity as necessary.
 - c. Details of two or more consecutive workweeks will be officially recorded. Experience gained on detail will be given due consideration during evaluation for promotion if claimed on the employee's resume.
 - d. Employees may not be detailed to positions in higher grade positions. Such situations will be addressed under provisions for Temporary Promotion in Section 1007.

Section 1007 – Temporary Promotions: A temporary promotion is the temporary assignment of an employee to a higher graded position.

- a. A temporary promotion may be made competitively or non-competitively, but there must be competition to fill a position on a continuing basis.
- b. Unit employees assigned to a higher level position for two or more consecutive workweeks will be temporarily promoted to the higher level position commencing with the first day of the next pay period.

Section 1008. Selection preference for all competitive recruitment actions for positions graded at the CC-02 and NF-03 and below and all prevailing rate positions, is prioritized as follows:

- A. Military Spouse Employment Preference.
- B. Involuntary Separated Military Personnel.

Selection of an individual on the Reemployment Priority List (RPL) is a non-competitive recruitment action. Preference is in accordance with RPL provisions in Chapter 5, DOD 1401.1-M.

Section 1009. Separation/Termination of Time-Limited Appointments:

- A. Employees serving in a Time-Limited appointment may be separated prior to the termination of their appointment period with not less than a seven (7) day written notice, with the exception of employees removed for just cause. No advance notice is required to terminate an employee at the end of their established appointment period. Such separations are not grievable and are taken without prejudice and do not preclude reemployment.
- B. A probationary employee may be separated with not less than seven (7) days written notice, except in the case of possible harm or injury to fellow worker or the public; damage or loss of property or funds, or detrimental to the interests of the employing activity. Notice of separation may be given up to and including the last day of the probationary period, even though the effective day of separation may be beyond the end of the probationary period. A probationary employee may be separated with not less than twenty-four (24) hours advance notice. The written

notice will include a statement that the separation is not grievable or appealable through adverse action channels.

- C. Any employee who fails to report for duty or contact the Employer, and is carried in an Absent Without Leave (AWOL) status for three (3) consecutive work days may be separated for abandonment of position with no advance notice required, unless there are compelling circumstances.
- D. An employee who voluntarily resigns normally will be separated effective at the date agreed upon between employee and supervisor with appropriate documentation of the action. In the case of a resignation in lieu of discharge, the Employer may elect to separate the employee on the next workday. Such actions are non-grievable.

Section 1010. Employment of Flexible Employees (FLEX). When not in conflict with Section 1008, Management, when filling a regular position, will consider qualified Flexible employees.

Article 11

Hours of Work, Schedules and Holidays

Section 1101 – Administrative Work Week: The administrative work week for payroll purposes will be Friday through Thursday. For regular full-time employees the work week will consist of thirty-five (35) or more hours, normally scheduled on five consecutive days with two consecutive days off. The work week for regular part-time employees will consist of twenty (20) or more hours. The work week for flexible employees may be scheduled or unscheduled and may consist of 0 to 40 hours with possibility for overtime as determined by the employees applicable pay plan.

Section 1102 – Work Schedules: It is agreed that the mission of an individual NAFI requires a high degree of responsiveness and flexibility on the part of both management and employees in order to meet both the needs of the patrons and ensuring financial sustainability of the NAFI. Work schedules will be provided to the employees or posted on bulletin boards at least one week prior to the effective start date of the schedule. The schedule shall cover at least one basic work week. Normally employees will not be scheduled for increments less than two hours. Employees will be notified of changes to the schedule as soon as practical to meet mission requirements. In this regard the employer retains the right to make short term or temporary changes to individual employees' schedules on short notice to meet business requirements.

Section 1103 – Notice of Ongoing Schedule Change: Prior to changing the schedule or shift of regular employees on an ongoing basis, the Employer will inform affected employees and the Union of the change at least ten (10) working days prior to the start of the schedule change. Where ten working days is not possible due to emergent need and operational commitments, the change will be considered temporary until proper Union notification can be made and any clarification or concerns addressed. In such cases, the Employer will advise the Union and the employee as soon as known and practical. The Employer will consider employee requests to change shifts and hours. Requests may be granted with consideration for operational need, qualifications, and fairness to other employees.

Section 1104 – Assignment of Flexible Employees: Flexible employees are scheduled from 0 to 40 hours per week and are assigned as required to meet customer demand. Schedules for flexible employees may be adjusted without prior notice. Reasonable effort will be made to provide as much advance notice as possible to accommodate employee needs.

Section 1105 – Meal Breaks: Employees working more than six hours per day shall normally be provided an unpaid meal period of at least one-half hour. Employees required to work through their designated meal break may be allowed an alternate time during the same shift, or will be compensated for the additional time worked. It is recognized that there may be exceptions where it is not considered feasible to grant a meal period. In such cases, the employees will be permitted to eat while working and shall be paid for the meal period in accordance with applicable laws and regulations.

Section 1106 – Work Breaks: Brief work/rest breaks during the work day are beneficial to employee health, productivity and morale. Work/rest breaks are paid and will not result in charge to leave or extension of the workday and will normally occur midway through the first half of the shift and midway through the second half of the shift and may be staggered to accommodate scheduling.

Employees who work 4 to 6 hours will receive not less than one 10-minute break. Employees who work more than 6 hours will receive not less than two 10-minute breaks except in instances where employees work alone or relief is not available, i.e., Visitors' Quarters after-hours operation.

Section 1107 – Overtime: Overtime assignments, whenever possible, will be distributed fairly among qualified employees to meet operational requirements.

- A. Pay. Overtime will be paid in accordance with the appropriate pay plan and wage schedule of the position held, which is generally computed at one and one half (1 ½) times the base rate of pay. Overtime is defined as time in a pay status by employees in excess of 40 hours in the basic work week or more than eight hours during a work day.
 - 1) Craft and Trade (CT) Employees (NA, NL, NS). Work performed either (1) in excess of 8 hours in a workday, or (2) in excess of 40 hours in a work week, whichever is of the greatest benefit to the employee. The over 8 in a day criteria does not apply in the case of an approved compressed or alternative work schedule. Holiday and paid leave hours count as hours worked.
 - 2) Pay Band Employees (NF, CC). Work performed in excess of 40 hours of actual hours worked during an administrative workweek. Administrative workweeks run from Friday through Thursday.
- B. Compensatory Time. The Employer recognizes that the use of compensatory time in lieu of overtime payment for non exempt employees is voluntary on the part of the employee.
- C. Notice. The Employer will provide as much notice of overtime assignments as practicable under the circumstances, with understanding that safety and needs of the business may at times provide little or no notice.
- D. Impact of Leave on Overtime. Overtime will be based on all hours in a "pay status" including holidays, sick leave, and annual leave. Leave Without Pay (LWOP) hours will not count towards overtime calculation.
- E. Records of Overtime Worked. Records of overtime worked shall be maintained and made available to the Union upon request, subject to the provisions of the Privacy Act.

Section 1108 – Call-In Pay. Employees called into work will be paid for a minimum of two (2) hours of work.

Section 1109 - Holidays: Eligible Regular employees shall be entitled to federal holidays prescribed by law, and any that may be later added by law, or designated by Executive Order.

- A. In cases where the actual holiday (i.e. Christmas) and the designated holiday fall on different days, holiday pay or holiday premiums will be based on the designated holiday for eligible employees. Eligibility for holiday pay and holiday premium pay is based on employment category (regular, flexible, etc.) and is outlined in the Employer's Regional Pay Plan (Appendix B).

Article 12 Wage Surveys

Section 1201 – Union Requests: The Employer will forward promptly to the proper authorities, properly documented requests for wage surveys submitted by the Union and will notify the Union as soon as possible as to the date such wage surveys will be conducted.

Section 1202 – Time Allowed: Time allowed during workshop hours will be granted to not more than one employee selected by the Union for the purpose of appearing before the Wage Survey Commission to make a presentation concerning the wage survey coverage.

Section 1203 – Data Collectors: Unit employees assigned as wage survey data collectors will be paid regular and overtime pay for all work officially authorized and approved which is performed by them in the course of their duties as data collectors. Other expenses will be paid in accordance with applicable regulations.

Article 13 Leave Policies

Section 1301 – Annual Leave: Regular full-time and part-time employees are eligible to accrue leave based on their creditable time in service and hours worked (includes all hours in a pay status). Regular employees with less than 3 years of service accrue annual leave at 5% of the hours worked in the basic workweek. Regular employees with 3 years, but less than 15 years of service, accrue annual leave at 7.5 percent of the hours worked in the basic workweek. Regular employees with 15 or more years of service, will accrue annual leave at 10% of the hours worked in the basic workweek.

The appropriate supervisor has discretionary authority to approve and oversee scheduling of annual leave. Whenever possible, the supervisor will try to accommodate employee requests, but mission requirements must take precedence.

- A. Procedure for Requesting Annual Leave. Requests for leave should be submitted as far in advance to provide the employee and the Employer opportunity for proper planning and scheduling. Employees requesting leave must submit a NAF Request for Leave form (NAVPERS 12630/1) to the immediate supervisor. The Employer shall notify the employee of the disposition of the leave request within two weeks after the submission deadline to enable the employee to plan accordingly. Employees will be allowed to take annual leave in increments of .2 hours (12 minutes) or higher.
- B. Denied Leave due to Manning Requirements. To ensure sufficient work coverage when several employees request the same period off, the supervisor will approve or deny leave with consideration for time the request was submitted, prior leave approvals, personal hardship, and employees in use or lose leave situations.
- C. Unanticipated Leave. Employees needing to use annual leave in the event of an emergency shall notify their supervisor or other designated contact prior to the beginning of the assigned shift, if possible. Notification does not constitute approval. The employee will need to submit the NAF Request for Leave upon return to work.
- D. Changes. Either the employee or the Employer may wish to change leave that has already been approved. Employee requests for changes are subject to approval of the supervisor and may be denied based on operational need or impact on other employee requests. In the event the Employer needs to cancel or change leave already approved, the supervisor will notify the employee as soon as possible and make a reasonable effort to work with employee to reschedule the leave. Normally, employees on approved leave will not be recalled except in emergency situations.
- E. Carry-over of Annual Leave. Maximum carry-over of leave from one calendar year to next is 240 hours. Applicable laws, rules and regulations apply on hours in excess of 240.

Section 1302 – Sick Leave:

- A. Accrual. Regular full-time and regular part-time employees are eligible for sick leave and shall accrue sick leave at the rate of 5% of the total hours in the basic workweek while in a pay status.
- B. Approved Use. Sick leave will be approved only for those situations prescribed by applicable state and federal laws and instructions which include, but are not limited

to, employee's incapacitation for duty, employee medical or dental appointments, and illness or medical and dental appointments of a family member requiring the employee's assistance. Employees will be allowed to take sick leave in increments of .2 hours (12 minutes) or higher.

- C. Procedure for Requesting Sick Leave. Employees not reporting for work because of incapacitation for duty will notify the immediate supervisor as soon as possible in advance of their shift, following the call-in procedure established by the supervisor. The only exception is when personal contact was not possible due to reasons beyond the employee's control. The employee's notice will include reason for absence, estimated duration and return, and any pass down instructions for work load coverage. The Employee's notification of sick leave does not constitute approval.
- D. Medical Certification. The supervisor may require the employee to furnish medical certification of illness to ensure employee fitness for duty for health and safety purposes or to substantiate requests for sick leave. Requests to substantiate sick leave would be the exception and not the rule, and would typically include such reasons as absences extending beyond 3 workdays, employee has exhibited a pattern of sick leave that may indicate abuse of the privilege, employee is out due to a work-related injury, employee is requesting Family Medical Leave, or employee is currently under a letter of requirement or performance plan requiring medical certification of each absence due to illness.

Section 1303 – Military Leave: Regular employees are entitled to time off with pay for up to the allowable maximum certain types of active or inactive duty in the National Guard or as a Reservist of the Armed Forces. The procedures for military leave for NAF employees shall be the same as those governing military leave for appropriated fund (APF) employees as established by applicable federal laws, regulations and Executive Orders.

Section 1304 - Court Leave: Serving in response to a jury summons is considered a civic responsibility. Therefore Regular employees will be granted paid time for jury duty or court appearances due to a court order, subpoena, summons, or other judicial notification to be a witness on behalf of the U.S. government. Regular employees absent due to court leave will receive either their regular pay or will retain the court fees received from the court, whichever is the greater amount. This provision does not apply to an employee appearing as a witness in proceedings that involve only private parties. The employee will provide the supervisor supporting documentation for the court summons or jury notification.

Section 1305 – Funeral Leave: Paid leave of up to three (3) consecutive work days may be granted to regular employees for a death in the immediate family including spouse, parent, child, brother, sister, parent of spouse, grandparents or other close relative who is part of the employee's immediate household. The Employee may request other types of leave if additional time off is needed or for members outside the immediate family.

Section 1306 – Leave Without Pay (LWOP): LWOP is an excused, unpaid absence from duty and may be granted to an employee who is receiving workers compensation benefits, for absence due to military service, for disability, or for other reasons subject to the supervisor's approval. Employees must submit requests for LWOP on a NAF Request for Leave form (NAVPERS 12630/1). The supervisor will consider purpose for leave, impact

on workload, the employee's personal circumstances and any applicable laws and regulations such as the Family Medical Leave Act.

Section 1307 – Activity Closure: When normal operations of a NAFI, or a specific element of the NAFI, are interrupted by events beyond the control of management or employees, heads of NAFIs, with the approval of the CNRNW, may excuse all employees scheduled to work, with pay. Management has the discretion to identify the specific individuals (including unscheduled flexible employees) who will be granted time off, and those who will be required to come to work. If it is an emergency that also impacts civil service employees on the installation, the NAFI shall follow the same policy for NAFI employees as the installation uses for civil service employees.

Article 14
Job Descriptions and Classification

Section 1401. Job descriptions for each category of employees in the unit will be prepared and grade determination made in accordance with applicable rules and regulations. Standardized Job Descriptions will be used whenever possible.

Section 1402. The Employer agrees to furnish each employee an up-to-date copy of his job description upon assignment to the position and after any changes to the job description.

Section 1403. When an employee is assigned a major duty that is not covered in the current job description and is expected to be a continuing requirement, the supervisor will initiate revision of the job description in coordination with the NAFPO. The phrase "performs other duties as assigned" which is contained in each job description shall ordinarily refer to duties related to the primary job function. In emergency circumstances or for special events management may assign employees on a short term temporary basis to support the mission. The Employer agrees to implement such assignments on a fair and equitable basis.

Section 1404. The Employer will annually review each unit employee's position/job description to ensure they are current and accurate. Upon request by the employee, the Employer will discuss the description with the employee.

Article 15 Probationary Period

Section 1501: Regular employees are subject to a one-year probationary review period upon hire. During the probationary period, the employee's conduct and performance of their duties are observed, and they may be separated without progressive procedures if circumstances warrant. This is a learning period and a testing period to determine if the individual will be an acceptable Federal employee. At any time during this period that the individual's performance or conduct indicates that the person may not be an acceptable Federal employee or right fit for the position, the employee may be terminated. Terminations during probationary period are not subject to grievance or appeal.

Section 1502 – Extensions/Repeat of Probationary Period: Only one probationary period will be required for a NAF employee except when a break in service of more than six months occurs or in event a separated employee is rehired within six months, but did not complete the probationary period prior to separation. In that event, the employee will be credited the time toward probation spent in the first period of employment.

Article 16
Training and Employee Development

Section 1601. 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 1602. The Employer will publicize job training opportunities and inform employees of how to apply for training. The parties agree to stress to employees the need for self-improvement and training to increase efficiency and output.

Section 1603. Supervisors will provide necessary on-the-job orientation training to assist a newly assigned employee.

Section 1604. In recognition of the mutual advantages to the Employer and the employees, the Employer agrees to consider all employees for training it has determined necessary to update or provide new skills necessary to accomplish its mission. The Employer agrees to consider training recommendations and concerns admitted by the Union.

Article 17

Performance and Productivity

Section 1701 – Performance/Productivity Improvement: The parties are committed to continuous performance and productivity enhancement initiatives designed to improve CNRNW's competitive position and service to its customers. The Employer recognizes the importance of continuing feedback and keeping employees informed concerning their performance.

Section 1702 – Performance Evaluation: Every employee is entitled to an annual evaluation in a timely manner. The rating period for employees with last names beginning A through L will end October 31 of each calendar year. The rating period for employees with last names beginning M through Z will end March 31 of each calendar year. Timely manner is construed to mean employees will receive an evaluation within 60 days of the end of the evaluation period. Any non-probationary employee whose performance is rated as less than satisfactory in any rating element will be advised in writing of specific deficiencies and will be provided at least thirty (30) days, but no more than one hundred twenty (120) days to improve performance to an acceptable level. The amount of time allowed will vary based upon the duties performed and the effect of the nonperformance on the mission or customer services.

Section 1703 – Procedures:

- A. Upon assignment to his/her position, the Supervisor will meet with the employee to discuss overall program goals and objectives and performance expectations. Annually, the supervisor will discuss performance expectations prior to the commencement of the evaluation period. The supervisor preparing the performance evaluation will meet with the employee to discuss the employee's performance evaluation prior to making it a part of the employee's record.
- B. An employee's signature on an evaluation indicates only that the evaluation has been received, and does not necessarily indicate an employee's agreement with the evaluation.
- C. The Employer will counsel employees in relation to their overall performance on an as-needed basis. When a written record of these meetings is prepared, the employee will be given a copy, and the employee will have the right to make written comments. The employee's written comments will be attached to the record. The Employer will maintain confidentiality of counseling sessions and records of employees' job performance.
- D. An employee has the right to grieve his overall rating and/or the evaluation of a specific factor. When grieving performance, the employee shall provide written justification as to why the rating should be different. The grievance procedure for employee evaluations will follow the procedure as outlined in this Collective Bargaining Agreement (CBA).

Article 18

Employee Assistance Referral Program

Section 1801 – Purpose: The Employer and the Union recognize the need to assist employees whose job performance or conduct may be adversely affected by personal problems. The Employer will consider the employee's positive efforts in seeking treatment and rehabilitation when determining whether disciplinary or adverse actions will be taken.

Section 1802 – Eligibility for Services: Employees are eligible for various services dependent on their employment and dependent status.

- A. Eligible employees and their dependents may be referred to the Family Readiness Program for counseling and direction appropriate to the issue.
- B. All employees in Drug Testing Designated Positions may be referred to the Civilian Employee Assistance Program.
- C. All employees (including those covered in a and b, above) may utilize the NAF Personnel office (NAFPO) for resources to assist with their needs. Such resources will include referral to personal physician, services within employee health benefits, and/or a list of other options for assistance such as pro bono agencies, non-profit organizations, and other agencies providing community services. Employees voluntarily seeking assistance from NAFPO will be accorded the same protection as those employees noted above in (a) and (b).

Section 1803 – Employee Assistance: Referrals and records created by the Employee Assistance Referral Programs are confidential and will only be released outside the Program in accordance with law. Both the Union and the Employer encourage employees to voluntarily seek assistance. Such self-referrals and the services provided are not reported to the employee's supervisor or the Union unless the employee consents to the release of the information (i.e., initiated contact, plan of action, and progress report). An employee may seek assistance through the Employee Assistance Referral Programs without fear of reprisal and without jeopardizing job/promotional opportunities except as noted by applicable laws and regulations.

Article 19
Equal Employment Opportunity

Section 1901 – Policy: It is the policy of the Employer to afford equal employment opportunity to all unit employees. Discrimination against any unit employee because of race color, religion, sex, national origin or age is prohibited in accordance with applicable laws and regulations. The Employer and Union will work together to achieve a hostile free work environment.

Section 1902 – Reprisal: The parties agree that neither Employer nor Union officials shall interfere with, restrain, coerce, intimidate, or take reprisal against any unit employee for appearing, testifying, or furnishing evidence in connection with an EEO complaint.

Article 20 Disciplinary Actions

Section 2001 - Disciplinary Actions: Disciplinary actions include removals, suspensions, reductions in pay or grade, and reprimands, when such actions are taken for just cause. Furloughs and separations or demotions effected through Business Based Action (BBA) procedures are non-disciplinary in nature.

Section 2002 – Basis: Disciplinary actions will be taken only for just cause. In all cases of proposed disciplinary actions, the employee will be given a reasonable opportunity to reply to the charges orally and/or in writing before a final determination is made. The employee, if desired, may be assisted by a Union representative in presenting such reply. The Employer agrees that disciplinary action should be effected in a timely manner.

Section 2003 – Investigation: Prior to initiating disciplinary action, the Employer will normally conduct a preliminary investigation into the matter. Such investigation may include a discussion with bargaining unit employees who are subjects of the investigation, and other bargaining unit employees who may have witnessed the events. Bargaining unit employees are obligated to cooperate fully and honestly during the course of such investigations. The Union's right to be represented during such investigative discussions is described in Section 602 of this agreement.

Section 2004 - Union Notification: In all cases of written, formal disciplinary action taken by Management against any employee covered by this Agreement, the Union shall be notified of the action taken by Management. The covered employee has the option to forward a copy of his/her written disciplinary action to the Union unless he/she certifies in writing that the Union shall not be notified.

Section 2005 – Grievance and Appeals: An employee's opportunity to grieve or appeal disciplinary actions is discussed in Article 21 of this agreement.

Article 21

Grievance Procedure and Arbitration

Section 2101 – Definition: Grievance is any complaint:

- A. By any bargaining unit employee concerning any matter relating to the employment of the employee.
- B. By the Union concerning any matter relating to the employment of any employee.
- C. By any employee, the Union, or the Employer, concerning the effect or interpretation, or a claim of breach of a collective bargaining agreement; or any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 2102 – Exclusions/Coverage: Grievances shall not be processed for the following:

- A. Retirement, life insurance, or health insurance programs.
- B. Any claimed violation of Public Law 95-454 relating to prohibited political activities.
- C. Suspension or removal under the National Security Act.
- D. Any examination, certification, or appointment.
- E. The classification of any position.
- F. Termination or separation of probationary or temporary employees.
- G. Saved pay for reclassification.
- H. Business Based Action except on procedural grounds.
- I. Equal Employment Opportunity Complaints.
- J. Non-selection from a referral list of properly certified candidates.
- K. Receipt of or failure to receive incentive awards.
- L. Letters of caution.
- M. Initiation or termination of a temporary promotion or detail.
- N. Personnel actions voluntarily requested by the employee.
- O. Granting or not granting a pay increase to a pay band employee.
- P. Salary rates or wage schedules established by appropriate authority.

Section 2103 – Intent: The parties agree that every effort will be made to settle grievances at the lowest level possible, who can resolve the issue.

Section 2104 – Employee Initiated Grievances:

Step 1. All grievances (except those identified in a. and b. below) shall be filed on the Grievance Form and hand-delivered to the immediate supervisor (or faxed/emailed if the supervisor is at another geographic location) within 10 working days of either the occurrence or the date the employee first became aware of being aggrieved. (An employee's ignorance of the terms of this Agreement shall not, however, constitute a basis for extending the time limits.) The written grievance must include the issue/action being grieved, the date the grievance occurred, an explanation that includes relevant facts that support why the grievant believes the action is unjustified, corrective action requested and the name of the Union representative if any. Within 10 working days of the receipt of the grievance, the supervisor to resolve the issue, shall meet with the employee and his/her

representative to accept any evidence presented. The supervisor will provide a written decision within 10 working days of the meeting. If the grievance is not resolved at this step, the employee may advance the grievance to Step 2 within 10 working days of the Step 1 decision. **Note:** If the immediate supervisor is the subject of the grievance then the grievance will be submitted at Step 2.

Step 2. If a satisfactory settlement has not been reached at Step 1, the grievance will be at the installation level and submitted to the program installation manager within 10 working days of receipt of the step one decision. This official or designee will schedule a meeting to occur within 10 working days of receipt of the grievance to hear the grievant's issues. A written decision will be issued within 10 working days of the meeting. If the grievance is not resolved at this step, the employee may advance the grievance to Step 3 within 10 working days of receipt of the Step 2 decision.

Note: If the immediate supervisor is also the program installation manager, Step 2 of this procedure is waived. In such cases, if the grievance is not resolved at Step 1, it may be submitted directly to Step 3.

Step 3. If a satisfactory settlement has not been reached at Step 2 (or at Step 1 as noted above) the grievance may be submitted to the Directorate or designee. The Directorate or designee will schedule a meeting to occur within 10 working days of the meeting. Normally, the grievance will be heard by the Directorate or designee as the management official having authority over that program. A written decision will be issued to the grievant within 10 working days of the meeting.

Exceptions

- A. Grievances arising from a suspension or a separation will be submitted directly to Step 3 of this procedure to the Directorate or designee. If the Directorate or designee was the Deciding Official for the disciplinary action being grieved, the grievance shall be submitted to the Executive Director at Step 3.
- B. Time limits for all of these remain the same as previously described.

Section 2105 - Stays of Discipline: The agency will ordinarily stay grieved suspensions until a final determination is rendered by the Employers representative.

Section 2106 - Union/Employer Grievances: Non-employee grievances initiated by the Union or Employer will be submitted in writing as follows:

- A. **Union Grievances.** Union Grievances will be sent to the CNRNW, Human Resource Office, Director or designee, within 10 working days of either the occurrence or the date the Union first became aware of being aggrieved.
- B. **Employer Grievances.** Employer Grievances will be sent to the Senior Chief Steward, within 10 working days of either the occurrence or the date the Employer first became aware of being aggrieved.

In the case of either (A) or (B), both parties will schedule a meeting to occur within 10 working days of receipt to discuss and resolve the matter. If resolution is not reached then a meeting with the Executive Director will be scheduled, a written decision will be issued within 10 working days.

Section 2107 - Combining Grievances: Where several employees have submitted apparently identical grievances, the parties by mutual agreement may process one grievance under a lead grievant.

Section 2108 – Representation: Any employee or group of employees may personally present a grievance through the negotiated grievance procedure and have it resolved without representation by the Union, provided that the Union will be given the opportunity to be present at all formal steps in the grievance process. Any such resolution however, may not be inconsistent with the terms of this Agreement.

Secton 2109 – Timeliness:

- A. Time limits at any step of the procedure may be extended only by mutual agreement of the Employer and the Union.
- B. Grievances presented outside of the time limits mentioned in this article will not be considered at a later date unless the matter being grieved is recurring or where a written request for extension of time is made and then granted in writing.
- C. Should the Employer fail to meet the time limits specified, the Union may advance the grievance to the next step of the procedure.
- D. Should the Union or the employee fail to meet the time limits specified, the grievance will not be processed further.

Section 2110 – Arbitration: In the event the Union and the Employer fail to settle any grievance arising under this Article, either party may, upon written notification to the other party, invoke binding arbitration. Such written notice must be served not later than 30 calendar days following the date of the Step 3 decision. Arbitration may be invoked only by the Union or the Employer.

Section 2111 - Arbitrator Selection: Within fifteen (15) working days of invoking arbitration, the moving party shall schedule a meeting of the parties to attempt to reach agreement on an arbitrator to decide the matter, and on the issue to be submitted to the arbitrator. If the parties are unable to agree upon an arbitrator, the moving party shall, within five (5) working days of the meeting, request a panel of seven local (WA, OR, or ID) arbitrators with federal sector experience from the Federal Mediation and Conciliation Service. The parties will meet within ten (10) working days after receiving the list of arbitrators to select the arbitrator. If the parties are unable to agree to an arbitrator on the list, the parties will alternate striking a name from the list until there is only one remaining name. The party to strike first shall be determined by a coin flip. At this meeting the parties shall attempt to frame the issue. Absent mutual agreement on the issue, each party shall frame their own issue for submission to the arbitrator. Any disagreement over whether a grievance is

subject to arbitration shall be referred to the selected arbitrator to decide on the threshold issue.

Section 2112 – Expenses: The fees and expenses of the arbitrator, and all other costs of arbitration, shall be borne equally by the Union and the Employer and shall not exceed that authorized by appropriate law or regulation.

Section 2113 - Pre-arbitration Conference: The parties shall hold a pre-arbitration conference at least two weeks prior to the scheduled arbitration hearing date. The purpose of the meeting is two-fold:

- A. To make a good faith effort to arrive at a mutual settlement of the issue in order to avoid the cost of arbitration; and,
- B. To insure that participants will be kept to a minimum and the hearing is as brief as possible. Each party will outline its case to the other party. Matters that may be discussed include witnesses, exhibits, stipulations, and affidavits or depositions which either party intends to introduce.

Section 2114 - Hearing. A reasonable number of relevant witnesses may be called to the arbitration hearing by either party. Unit employees who are appellants, witnesses or representatives shall suffer no loss of pay while participating in the arbitration hearing. The arbitration hearing will be held on the employer's premises during the regular day shift work hours of the workweek.

Section 2115 - Arbitration Decision: It is agreed that the decision of the arbitrator is binding unless overturned by higher authority as a result of either party filing an exception to the award per applicable laws, rules, or regulations.

Section 2116 - Alternative Dispute Resolution: The parties are committed to resolving differences in a spirit of cooperation with open communication and dialogue, and to resolving differences at the lowest possible level. The parties also understand that traditional dispute resolution methods such as grievance and arbitration proceedings are confrontational and expensive, and too often produce results not satisfactory to any of the parties involved. The parties agree to examine alternative methods of dispute resolution such as mediation to supplement, improve, or replace the procedures defined in this Article.

Article 22
Business Based Actions (Reductions in Force)

Section 2201 – Policy: A Business Based Action is a management-initiated labor action necessitated by changes in business revenue, budget, workload, organization, mission, etc. A BBA may include a reduction in salary, pay band, or grade; furlough of at least eight (8) calendar days; reduction in employment category (Ex: RFT to RPT), separation/job abolishment.

Section 2202 – Union Notification: The Employer agrees to notify the Union of pending Business Based Actions which will impact unit employees. The Union may make its views and recommendations known concerning the implementation of such Business Based Actions. Upon request, the Union will be advised of Employer actions taken to alleviate the impact of the BBA, i.e., use of Saving Investment Plans (SIP), utilization of existing vacancies, etc. The Employer will consider any recommendations from the Union concerning other actions possible.

Section 2203 – Regulatory Compliance: Business Based Actions (BBAs) including reductions in force will be carried out in strict compliance with applicable laws and instructions and in accordance with local Standard Operating Procedure (SOP).

Section 2204 - Review and Appeal Rights: Selection of an employee for BBA is not subject to grievance or appeal, however the Union and the employee will have the right to review the BBA register of impacted employees and file a grievance if the process has not been carried out according to the applicable instructions.

Article 23

Safety, Protective Equipment and Uniforms

Section 2301 – Employer Commitment: The **Employer** is committed to and responsible for providing a safe working environment and industrial health protection for all unit employees and will comply with all applicable federal laws and regulations and Navy regulations. The Employer is also responsible for ensuring that appropriate safety training is provided to unit employees in accordance with applicable regulations.

Section 2302 – Union Commitment: The **Union** is committed to supporting efforts to maintain safe working conditions. Union representatives are responsible for reporting any observed unsafe practices and conditions, as well as environmental concerns to the appropriate representatives of the Employer. Further, the Union agrees to encourage all unit employees to work in a safe manner and utilize provided protective clothing and equipment appropriate for their assigned duties.

Section 2303 – Employee Commitment: The **Employees** have a primary responsibility for their own safety and an obligation to know and observe safety rules and practices applicable to their assigned duties. Employees are also responsible for the security of and proper utilization of protective clothing and equipment provided by the Employer in accomplishing their work. Further, employees are responsible for bringing to the attention of their immediate supervisor any working conditions or situations they believe constitute a hazard to themselves or others.

Section 2304 –On-the-job Injuries: In event of a workplace-related illness or injury: In terms of worker's compensation benefits, NAF employees are covered by the provisions of the Longshore and Harbor Worker's Compensation Act (LHWCA), 33 USC 901 et seq. as authorized by the NAF Instrumentalities Act of 1958.

- A. Employer will provide the employee with procedures for reporting injuries and then submit appropriate paperwork to the insurance company for prompt handling of claims. Employees are responsible to report all injuries to their supervisor as soon as possible. Continuation of pay for employees injured on the job and unable to work will be in accordance with applicable regulations. The NAFPO shall provide periodic employee orientation and training to supervisors relative to instructions and requirements concerning reporting accidents and on-the-job injuries, medical services and compensation.
- B. The Employer shall make appropriate arrangements to ensure that emergency medical treatment is available at the work site and that transportation necessary to secure medical treatment for on-the-job injuries is available. Time spent in medical facilities by employees during normal working hours for emergency medical treatment due to on-the-job illness or injury shall not be charged as leave.
- C. An employee has the right to choose their treating physician; and will inform the medical facility personnel that it is a work-related claim.
- D. Medical treatment for disability due to personal injury or disease sustained while in the performance of duty shall be provided pursuant to the LHWCA.
- E. The Employer will explain to the injured employee the process they must go through to acquire benefit entitlements.

Section 2305 – Personal Protection Equipment (PPE) and Uniforms: The Employer will provide appropriate Personal Protection Equipment and/or uniforms where required to unit employees. Employees will be trained how and when to use PPE and expected to utilize it to ensure safety of themselves and their co-workers. The Employer, at no expense to the employee, agrees to provide special tools, equipment and foul weather gear necessary to protect the employee and/or to assure the accomplishment of the mission. Environmental and hazardous differentials will be paid in accordance with 5 CFR 532 and 5 CFR 550.

Section 2306 – Medical Surveillance Programs: As determined necessary by the Employer, unit employees will be required to participate in medical surveillance programs appropriate for their occupations and working environment.

Section 2307 – Tobacco Policy: The Employer and Union encourages unit employees not to use tobacco products; however, employees shall use tobacco products only in designated smoking areas per the Agency's regional smoking policy.

Section 2308 –Lifting: No employee will be required to lift items or operate machinery or equipment which requires physical exertion beyond the limits specified in current applicable directives.

Section 2309 – Video Recording: All classroom activities will have a functioning video system working and recording. Anytime an incident is reported to management or to the employer, the videotape will be removed and secured until the incident has been closed and resolved.

Article 24
Voluntary Dues Deduction from Payroll

Section 2401: The employer will honor written authorization to deduct from the pay of an employee for the payment of regular and periodic dues to the union. Authorization shall be provided on a standard form agreed between management and union (SF-1187) and will include dated signatures of both the employee, and the appropriate Union authority.

Section 2402: Union dues will be deducted by the employer from an employee's pay each pay period when the following conditions are met:

- A. The employee is a member in good standing of the Union, or has signed up for membership in the Union subject to the payment of the first month's dues through payroll allotment as provided herein.
- B. The employee's net earnings after all legal and required deductions are sufficient to cover the entire amount of the allotment. No deductions shall be made when the salary is not sufficient to cover the full amount of withholding or when the employee is in a non-pay status for the entire pay period.
- C. The employee has voluntarily authorized such a deduction on Standard Form 1187.
- D. The Union through its authorized official has completed and signed Section A of such form on behalf of the Union.
- E. Such completed form has been turned over to the Employer by the Union.

Section 2403 – Employee Communication: The Employer is responsible for educating the bargaining unit employees on the complete dues process, i.e., start, change, and termination. Both the Employer and the Union are responsible for maintaining a supply of the standard allotment forms for authorization of dues allotment, distributing the forms to members, certifying as to the amount of the dues, delivering completed forms to the Employer, educating its members on the programs for allotments for payment of dues, its voluntary nature, the uses and availability of the required form.

Section 2404 – Deduction Effective Date: Deduction of dues shall begin with the first pay period which occurs after receipt of the completed Standard Form 1187 by the Employer's servicing payroll office, provided it is received no later than Monday preceding the beginning of the biweekly pay period to which the allotment deduction is to be applied.

Section 2405 – Change in Dues Allotment: The amount of the union dues to be deducted each biweekly pay period shall remain as originally certified on such allotment forms until a change in the amount of such dues is certified to by the authorized Union official, and such certification is transmitted to the Employer by the Union. Such change shall begin with the first pay period after receipt of the notice of change by the Employer, unless a later date is specified by the Union, provided that the notification timing of Section 1904 above has been met. Such changes shall not be made more frequently than once each 12 months.

Section 2406 – Termination of Dues Deduction: An employee's voluntary allotment for payment of his union dues shall be terminated with the start of the 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 Employer.
- C. Separation of the employee from the bargaining unit.
- D. The employer receives notice that the employee has been suspended or expelled from the union or has ceased to be a member in good standing.
- E. The employee submits a request (Standard Form 1188) to the Employer to voluntarily stop dues withholding. A copy of the SF 1188 will be promptly forwarded by the Employer to the Union. A termination of allotment under this Section shall be effective with the first full anniversary of the effective date when the employee's last dues deduction allotment began, provided the revocation is received by the Employer within the time frame established in Section 2404 above.

Section 2407 – Reports: Management shall transmit to the Union Secretary-Treasurer promptly, after each regularly scheduled payday, all of the following:

- A. Lists of employees on voluntary dues allotments, including Social Security Numbers and the amount of the withholding for each employee, as well as the total number of allotment deductions and the total monetary amount withheld.
- B. An Electronic Fund Transfer to the Union for the total amount withheld.

Article 25
Unfair Labor Practices

Section 2501: The Employer and the Union agree that the resolution of complaints that arise under 5 USC 7116, Unfair Labor Practices (ULP) should be handled informally and between the Parties. Notification of intent to file an Unfair Labor Practice will be provided to the NAFPO Manager for the employer and to the Senior Chief Steward for the Union. In an effort to resolve such issues, it is agreed that the informal resolution period will not exceed fifteen (15) workdays unless a time extension is mutually agreed upon between the parties.

Section 2502: If no informal resolution is reached during that time, the ULP may be forwarded to the Federal Labor Regulations Authority (FLRA) in accordance with applicable law and regulations. It is recognized, however, that all time limitations prescribed in FLRA regulations concerning the filing of ULP's apply and are not otherwise affected by the informal resolution period.

Article 26

Duration and Changes

Section 2601. Duration: This agreement shall remain in full force and effect for 3 years from the date of its approval by the Department of Defense. It shall terminate, however, at any time it is determined that the Union is no longer entitled to exclusive recognition under the statute. At the request of either party, the parties shall meet to commence negotiations on a new agreement no more than 60 days, nor less than 30 days prior to the expiration of this agreement. In the event negotiations are not complete by the expiration date, the parties agree this contract will be extended for up to one (1) year.

Section 2602. Changes: This agreement, except for its duration period specified in Section 2201, is subject to opening only as follows:

- A. Amendment(s) may be required because of changes made in applicable laws or Executive Orders after the effective date of this agreement. In such event, the parties will meet for the purpose of negotiating new language that will meet the requirements of such laws or Executive Orders. Such amendments will be duly executed by the parties and become effective on the date or dates agreed to as being appropriate under the circumstances.
- B. It shall be opened for amendments by the mutual consent of both parties at any time after it has been in force and effect for at least 6 months. Requests for such amendments by either party must be written and include a summary of the amendment(s) proposed. The parties shall meet within 10 working days after receipt of such notice to discuss the matter(s) involved in such requests. If the parties agree that opening is warranted on such matters, they shall proceed to negotiate. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendments as agreed to will be duly executed in writing by the parties.
- C. It may be opened for amendment upon written request of either party made within 30 calendar days after receipt of any order, instruction, or regulation of the Office of Personnel Management, Department of Defense, or Department of Navy, which if implemented, would alter one or more provisions of this agreement. Requests for such amendments must include a summary of the amendments proposed and make reference to the appropriate order, regulation, or instruction upon which each such amendment requested is based. The parties shall meet within 10 working days after receipt of such request to open negotiations on such matters. No changes will be considered except those bearing directly on and falling within the scope of the order, regulation or instruction. Such amendments will be duly executed in writing by the parties.

Section 2603. Amendments: Amendments to this agreement may only be made by the written mutual agreement of the parties. The non-enforcement of any provision of this agreement by either party shall not constitute precedent in the future enforcement of all the terms and conditions herein.

The Commander, Navy Region Northwest (the Employer) and the International Association of Machinists and Aerospace Workers, Local 282 (the Union) have executed this agreement on 26 November 2007, as attested to by the signatures below:

For the Union:



John M. Goddard
Business Representative
IAM&AW, Local 282

For the Employer:



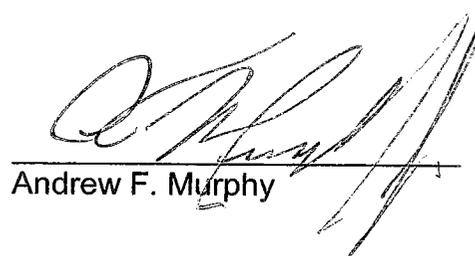
JAMES A. SYMONDS
Rear Admiral, U.S. Navy
Commander
Navy Region Northwest



Afrodita T. De Los Reyes



DiAnne Fuhrwerk



Andrew F. Murphy



Gwen K. Adams

Approved by the Department of Defense on April 3, 2008.

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OFFICIAL TIME USAGE

GUIDANCE FOR REPORTING UNION OFFICIAL TIME

The four reporting categories are: term negotiations, mid-term negotiations, dispute resolution, and general labor-relations activities. More detailed descriptions of the reporting categories are provided in Definitions & Terminology below.

Definitions and Terminology

Official Time means all time regardless of agency nomenclature granted to an employee by the agency to perform representational functions under 5 U.S.C. Chapter 71 or by collective bargaining agreement when the employee would otherwise be in a duty status.

Representational Functions refers to activities undertaken by employees acting on behalf of the union or fulfilling the union's responsibility to represent bargaining unit employees in accordance with 5 U.S.C. Chapter 71 or a collective bargaining agreement.

Official Time Reporting Categories- agencies are being asked to report four categories of official time use.

- Term Negotiations- this category for reporting official time hours refers to time used by union representatives to prepare for and negotiate a basic collective bargaining agreement or its successor.
- Mid-Term Negotiations- this category for reporting official time hours refers to time used to bargain over issues raised during the life of a term agreement.
- Dispute Resolution- this category for reporting official time hours refers to time used to process grievances up to and including arbitrations and to process appeals of bargaining unit employees to the various administrative agencies such as the MSPB, FLRA and EEOC and, as necessary, to the courts.
- General Labor-Management Relations- this category for reporting official time hours refers to time used for activities not included in the above three categories. Examples of such activities include: meetings between labor and management officials to discuss general conditions of employment, labor management committee meetings, labor relations training for union representatives, and union participation in formal meetings and investigative interviews.

Navy Region Northwest
Fleet & Family Readiness Program
Fleet & Family Readiness Service Center

REGIONAL PAY POLICY
FOR
PACIFIC NORTHWEST REGION

MWR - NF EMPLOYEES			MWR - NA EMPLOYEES			VQ - NF EMPLOYEES			VQ - NA EMPLOYEES		
Pay Category	Employee Category		Pay Category	Employee Category		Pay Category	Employee Category		Pay Category	Employee Category	
	Regular	Flexible		Regular	Flexible		Regular	Flexible		Regular	Flexible
Holiday Pay	YES	NO	Holiday Pay	YES	If Scheduled	Holiday Pay	YES	NO	Holiday Pay	YES	If Scheduled
* Holiday Premium Pay	YES	YES	* Holiday Premium Pay	YES	YES	* Holiday Premium Pay	YES	YES	* Holiday Premium Pay	YES	YES
Sunday Premium Pay	NO	NO	Sunday Premium Pay	Only when scheduled & 40 hours in week	NO	Sunday Premium Pay	NO	NO	Sunday Premium Pay	Only when scheduled & 40 hours in week	NO
Night Differential	NO	NO	Night Differential	YES	YES	Night Differential	YES	YES	Night Differential	YES	YES
Overtime (over 40 hours)	YES	YES	Overtime (over 8 or 40 hours)	YES	YES	Overtime (over 40 hours)	YES	YES	Overtime (over 8 or 40 hours)	YES	YES

*If employee works the holiday

Signature

Date

Appendix B