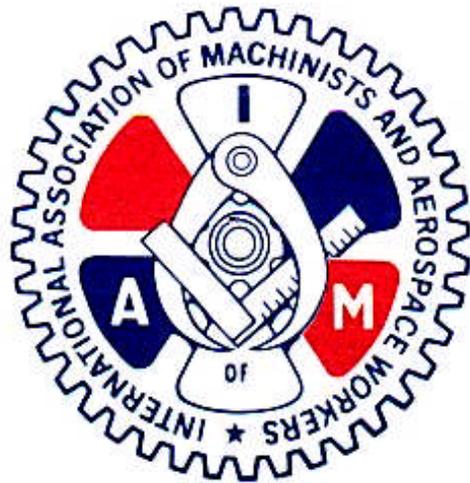


Commander Navy Region Northwest



**NEGOTIATED AGREEMENT
BETWEEN
COMMANDER NAVY REGION
NORTHWEST
AND
INTERNATIONAL ASSOCIATION OF
MACHINISTS
AND
AEROSPACE WORKERS
DISTRICT 160, LOCAL 282**

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:

WHEREAS 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 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 of the Agreement

101. **Recognition.** The Employer recognizes the International Association of Machinists & Aerospace Workers, District 160, Local Lodge 282, AFL-CIO, as the exclusive representative of all employees in the unit defined in 102 below.

102. **Unit Definition.**

Included: All nonprofessional general schedule and wage grade employees of the Commander Navy Region Northwest, Silverdale, Washington.

Excluded: All professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7) and any employees represented by another labor organization.

103. **Coverage.** The provisions of this agreement apply to all employees in the unit defined in 102 above.

ARTICLE 2 Rights of the Employer

201. **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 3 Rights of Employees

301. **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.
302. **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.
303. **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.
304. **Review of Records.** Upon request, and in accordance with all applicable laws, rules, and regulations, 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.
305. **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 305B above at the onset of the examination. However, the Union agrees that a supervisor's failure to do so, will not constitute a harmful error in the event of any subsequent appeal, grievance or complaint.

ARTICLE 4
Union Rights and Responsibilities

401. **Statutory Rights and Responsibilities.**

- A. As the exclusive representative, the Union has the right to act for, and negotiate collective bargaining agreements covering all employees in the unit.
- B. The Union has the right to be represented at:
 - 1. Any formal discussion between one or more representatives of the Department of the Navy and one or more employees in the unit or Union representatives concerning any grievance or any personnel policy or practices or other general condition of employment: or
 - 2. Any examination of an employee in the unit by a representative of the Department of the Navy 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.
- C. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to Union membership.

402. **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 CNRNW, Human Resources Office, Director or designee.

403. **Photo Service.** The Employer will consider requests from the Senior Chief Steward to provide photographic services on a case by case basis. The CNRNW, Human Resources Office Director or designee will approve all photo requests.

ARTICLE 5 Provisions of Law and Regulations

501. **Relationship to Laws/Regulations.** Within the restrictions of Section 7116(a)(7) of the Statute, it is agreed and understood by the Parties that nothing in this agreement shall be so interpreted as to conflict with existing or future laws or regulations of the Federal Government including policies set forth by the Office of Personnel Management regulations, by published agency policies and regulations in existence at the time of this Agreement's approval, and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities or authorized by the terms of a controlling agreement at a higher agency level.
502. **Future Directives.** The Employer agrees to advise the Union prior to implementing any future directive which affects any of the terms and conditions of this Agreement and which alters its discretionary authority with regard to any item within this Agreement. The Union agrees to inform the Employer of any directive they become aware of that may change the language in the contract.

ARTICLE 6

Appropriate Matters for Consultation and/or Negotiation

601. **Appropriate Matters.** Matters appropriate for consultation and/or negotiation between the parties are policies, practices, programs, and procedures relating to or affecting general working conditions of unit employees which are within the discretion of the Employer including, but not limited to such matters as safety, training, labor-management relationship, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, pay practices, reduction-in-force practices, and hours of work.
602. **Union Notice.** 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 no 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 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.
603. **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 CNRNW, Human Resource Office, Director or designee, and include at a minimum a brief 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 a request for bargaining is not 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.
604. **Negotiation.** If the Union elects to negotiate concerning the change, the Employer will schedule a meeting for the purpose of such negotiations. The parties shall meet at the designated time and place and negotiate in good faith in accordance with their obligations under 5 U.S. Code 7114(b). Should the parties fail to reach agreement, either party may invoke impasse proceedings.

605. **Labor-Management Partnership Council.** Both parties will continue support of and participation in the established Partnership Council. In accordance with the established charter and their Partnership Agreement, the parties will strive to improve methods and effectiveness of communications, incorporate more effective and efficient processes for dispute resolution, find ways to improve the Labor Management relationship and employ the principles of interest-based bargaining for matters requiring negotiations. Decisions and actions of the Partnership Council will not void or modify any portion of this agreement.

ARTICLE 7 Union Representation

701. **Union Representatives.** Union representatives consist of one Senior Chief Steward (Bangor), three Chief Stewards (one at Everett, Whidbey and Bremerton) and 20 Area Stewards assigned and distributed in work areas and shift by the Union.
702. **Employer Notification.** The Union will provide listings of its representatives assigned to each of the four geographic areas. Each listing will be dated and consist of the names and telephone numbers of the Chief Steward and Area Stewards and will identify the area of responsibility of each Area Steward. The Union will maintain these listings on a current basis. Official time for representation purposes will only be authorized for those representatives on the current listings.
703. **Area Stewards.** Chief Stewards will not normally represent employees in other geographic locations. Area Stewards will normally represent employees within their assigned area of responsibility. Their assigned area of responsibility will include their work location. The Senior Chief Steward or Chief Stewards may assign Area Stewards to other geographic locations if there is an emergent need and the Employer concurs with the assignment.
704. **Reassignment of Representatives.** The Senior Chief Steward and Chief Stewards will not be assigned to other geographic locations or to a shift other than day shift, unless there are compelling work or training requirements. The Employer will notify the Senior Chief Steward prior to reassigning Union representatives to another shift or geographic location.
705. **Official Time.**
- A. The Employer agrees to establish a block of four (4) hours per day of official time 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 these 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 exceed ten (10) working days. The Union will inform the Deputy Director Human Resources 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.
- B. Recognizing that the Chief Stewards have additional representational responsibilities above and beyond those of Stewards, the Employer agrees that up to 8 hours per day-will be allowed to perform appropriate representational responsibilities during their normal working hours.
- C. A reasonable amount of official time during their regularly scheduled hours of work will be granted to Union representatives to investigate and process employee and Union grievances, attend meetings defined in Section 401B, participate in the Collective Bargaining process, attend other meetings called by the Employer and as follows: .
1. Arbitration Hearings – The Union Advocate and one observer/advisor.
 2. Merit Systems Protection Board (MSPB) Hearings – One Union representative per hearing concerning a bargaining unit employee.
 3. New Employee Orientation Meetings – Union representatives will be given the opportunity to address new employees, during the meetings.
 4. There will be one Union representative at a grievance or investigatory meeting EXCEPT when there is an inexperienced Union Representative, in which case the Union may assign a second representative. In this situation, prior agreement between the Senior Chief Steward and the CNRNW , Human Resource Office, Director or designee is required.

- A. Any exceptions requested by the Union will be considered by the CNRNW, Human Resource Office, Director or designee on a case by case basis provided that such request is submitted sufficiently in advance of the meeting to allow the Employer an opportunity to arrive at a reasoned judgment.
- B. The Employer will provide the Union a budget of 200 man-hours to be utilized during each fiscal year for appropriate labor relations training of the Senior Chief Steward, Chief Stewards and Area Representatives who are unit employees subject to the following:
 - 1. The Senior Chief Steward will be responsible for management of the budgeted time and certification of attendance of the union representatives.
 - 2. The Senior Chief Steward will forward a written request for the representative's release from regular duties normally at least thirty days in advance of the training to the CNRNW, Human Resource Office, Director or designee. The request will identify the date(s) of training, duration of training each day, and will include an agenda for the training of sufficient specificity for the Employer to determine if the training is an appropriate use of official time and is of mutual benefit to the Employer.
 - 3. The CNRNW, Human Resource Office, Director or designee will advise the Senior Chief Steward in writing, normally within 10 working days of the approval/disapproval of the request, and if disapproved, the reasons (i.e. inappropriate use of official time, or representatives assigned duties preclude release at that time.)
- C. 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.
- D. Union representatives are responsible for providing their supervisor 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.

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**
 - 1. Union representatives who wish to meet with an employee will request the employees' supervisor to make the necessary arrangements. The supervisor will be advised 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 and advise representative of those arrangements.
 - 2. Union representatives needing official time for other 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.
 - 3. Union representatives will use the Official Time Usage form (Appendix A) available from the supervisor to record official time.
 - C. **Parties Intent**. It is the parties' intent that meetings in A. and B. (1) above should occur within one to two workdays of the request. The parties recognize that exceptions may be necessitated by workload and/or other considerations.
707. **Facilities**. The Employer will provide an office at each of the four geographic locations for the exclusive purpose of providing work-space and record storage for Union representatives.
- A. The office will be reasonably equipped for its intended purpose and will include telephone with voice-mail, computer with E-mail and internet access, fax and copy machine to be utilized solely for labor management relations business related to the bargaining unit and Collective Bargaining Agreement. E-mail will not be utilized for mass mailing purposes (i.e., to all unit employees, or for internal union business, etc.) Consumable supplies (i.e. paper, toner, print cartridges, pens, etc) are the Union's responsibility.

- B. Access to the office by Representatives and unit employees is restricted to their non-duty hours without authorization of their supervisor. The Union Senior Chief Steward and Chief Stewards are responsible for enforcement of this provision.

The Employer will notify the Union Senior Chief Steward prior to relocating any of these offices. The Employer will negotiate over the impact and implementation of such move.

708. **Union Visitors.** The Employer agrees to act upon written requests from the Union for authorization for non-employee representatives of the Union to visit the installations for mutually agreeable purposes subject to security regulations.
709. **Distribution of Agreement.** Copies of this contract will be made and available through the CNRNW website. The Employer will produce 100 copies of the Collective Bargaining Agreement and distribute 50 to CNRNW Human Resource Office Director or designee and 50 to the Senior Chief Steward.

ARTICLE 8 Work Schedules

801. **Workweek.**

The administrative workweek is the calendar week 0000 hour on Sunday through 2400 hour 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.

802. **Workweek/Shift Changes.**

- A. 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 801 (above) and/or is otherwise not presently established or used previously within the past twelve (12) months by the Employer. The Employer will notify affected employees of the change as soon as practical after bargaining obligations have been fulfilled.
- B. Changes in workweeks/shifts of two (2) weeks or less and/or changes to workweeks/shifts that were previously used do not require bargaining. Prior to changing the workweek or shift of employees to an already established workweek/shift, the Employer will inform affected employees and the Union of the change 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 morale.
- C. **Flextime/Compressed Work Schedules.** Prior to changing flextime and/or compressed work schedule programs, the Employer will afford the Union the opportunity to bargain on the change.

803. **Meal Breaks.** The normal meal break is thirty (30) minutes and shall normally occur during the middle two hours of the employee's scheduled work-shift. Longer breaks, not to exceed sixty (60) minutes may be approved by the supervisor if it does not adversely affect organization efficiency and productivity. Employees required to work through their designated meal break may be allowed an alternate time during the same shift, or appropriately compensated for the additional time worked.

804. **Work Breaks.** Occasional breaks during the workday are beneficial for employee productivity and morale. Work/rest 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.

805. **Compensation.** Employees shall be compensated for work performed in accordance with the provisions in 5 CFR 550 and 5 CFR 551, as appropriate.
806. **Cleanup Time.** A reasonable amount of time will be allowed prior to the end of each shift for protection of property and equipment and clean-up as follows:
- A. When an employee is in possession of delicate instruments, portable power tools and other government equipment or other tools that must be placed in safekeeping or returned at the end of each shift for checking or preventive 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 is exposed to any hazardous industrial material (as defined by the Employer) that must be properly stored.
 - D. When employees in a particular occupation require a special amount of time for clean-up purposes.

ARTICLE 9 Overtime

901. **Assignment**. Overtime assignments, whenever possible, will be distributed fairly among employees determined by management to be qualified to perform the work in accordance with individual organizations' overtime policies in effect at the time this agreement was executed. The Employer recognizes its obligations to the Union when revising existing or establishing new overtime policies affecting bargaining unit employees.
902. **Relief**. Upon request, an employee will be relieved from an overtime assignment provided another qualified employee acceptable to management is available from the same work group and volunteers to perform the overtime work. If an employee is relieved of an overtime assignment at the employee's request, the hours of overtime declined will be considered as overtime hours worked for purposes of determining the equity of distribution.
903. **Notice**. Employees will be given as much notice as practicable under the circumstances and the Employer agrees to give due consideration to the employee's personal circumstances. The Employer will endeavor to provide at least 48 hours of advance notice, and confirmation of instructions to report for overtime not later than the start of the lunch period on the last scheduled shift before the overtime commences. However, employees are responsible for reporting for overtime work assigned regardless of the amount of notice provided in order to meet emergent or mission critical assignments.
904. **Pay**. Employees shall be compensated for overtime work in accordance with applicable regulations including the "call back" provisions. 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.
905. **Impact of Leave**. An employee's use of approved leave (including court leave) during a workweek will not adversely affect an employee's consideration for overtime assignments assuming the employee is on duty at the time the overtime is solicited and assigned, or arranged in advance. Employees are responsible for notifying management of their availability for the overtime work.
906. **Standby Duty**. Employee's assigned to standby duty shall be compensated for such duty in accordance with applicable regulations. The requirement to carry a paging device during non-duty hours does not in itself constitute standby duty, however, employees responding to pager calls will be paid for such work in accordance with applicable regulations.

907. **Records.** The Employer agrees to allow inspection of existing overtime records to the extent necessary for determination of alleged inequities in overtime distribution. Such requests will be kept to a minimum and will be subject to the provisions of the Privacy Act.
908. **Partial Shifts.** Upon request, when employees are assigned to work less than a full 8 hour shift on an overtime day, the employer will consider assigning additional work to provide a total of 8 hours of overtime.
909. **Compressed Workweeks.** When practicable, overtime assignments may be performed on the employee's compressed work schedule day off during the normal workweek.

ARTICLE 10 Holiday Work

1001. **Policy.** Insofar as possible and in keeping with the Employer's need for holiday work, assignment to holiday work shall be made following the procedures specified in this agreement.
1002. **Holidays.** The following are legal public holidays and will be observed as prescribed by Federal law:
- A. New Year's Day
 - B. Martin Luther King Jr.'s Birthday
 - C. Washington's Birthday
 - D. Memorial Day
 - E. Independence Day
 - F. Labor Day
 - G. Columbus Day
 - H. Veteran's Day
 - I. Thanksgiving Day
 - J. Christmas Day

Article 11

Wage Surveys

1101. **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.
1102. **Time Allowed.** Time allowed during working hours will be granted to not more than one employee selected by the Union for the purpose of appearing before the Wage Survey Committee to make a presentation concerning the wage survey coverage.
1103. **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 12

Sick Leave

1201. **Usage.** In accordance with applicable laws and regulations, the Employer shall grant accrued sick leave to an employee when the employee:
- A. Receives medical, dental, or optical examination or treatment;
 - B. Is incapacitated for duty by physical or mental illness, injury, pregnancy, or childbirth;
 - C. Provides care for a family member who is incapacitated as the result of physical or mental illness, injury, pregnancy, or childbirth, or who receives medical, dental, or optical examination or treatment;
 - D. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
 - E. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or
 - F. Must be absent for duty for purposes relating to the adoption of a child.
1202. **Notification of Absence.**
- A. An employee who is unexpectedly absent on account of illness will notify, or cause to be notified, the supervisor or other designated contact, prior to the beginning of the work shift, if possible. If the supervisor or designated contact is not available, the employee will leave a message in accordance with the internal call-in process for the relevant departments. The employee will leave a message indicating the anticipated duration of the absence and a telephone number where the employee can be reached in case it is necessary to discuss work in progress. If the employee cannot return to work within the anticipated time, he/she will follow the internal call-in process for their relevant department.
 - B. When an absence extends from one workweek to another, the employee must again notify the supervisor or designated contact at the beginning of each workweek, unless the employee has provided a medical certificate which specifies the duration of the absence.
 - C. Notification in A and B above, does not constitute approval of leave. Employees are responsible for justifying their use of sick leave in accordance with section 1203.

1203. **Justification.** An employee is responsible for providing administratively acceptable evidence of incapacitation in support of any request for sick leave. For an absence in excess of three workdays, or for a lesser period when determined necessary, the agency will also require a medical certificate or other administratively acceptable evidence as to the reason for an absence as defined in Section 1201.
1204. **Travel Time.** The amount of travel allowed in connection with sick leave shall be administratively determined by the approving official in accordance with applicable regulations.
1205. **Sick Leave Abuse.** If there is substantial evidence to suspect an employee may be abusing sick leave, the employee may be advised in writing that any future request for sick leave must be supported by a medical certificate. The letter will advise the employee of the basis upon which the abuse is suspected, and the duration (not to exceed one year) of the requirement for medical certification.
1206. **Advance Sick Leave.** The Employer agrees to advance sick leave in accordance with applicable regulations to career and career-conditional employees who are incapacitated for duty because of serious illness or disability, provided:
- A. The advance will not cause the employee's advance sick leave balance to exceed 240 hours;
 - B. Accrued sick leave has been exhausted;
 - C. Accrued annual leave and compensatory time balances do not exceed 80 hours collectively;
 - D. There is reasonable evidence substantiated by a statement from the Medical Officer or employee's physician/medical practitioner that the employee will be capable of returning to work and fulfilling the scope of the employee's normal duties;
 - E. The employee is not known to be contemplating separation, nor is the employee on a letter of requirement (Section 1205).
1207. **Alcohol/Drug Addiction Treatment.** The Employer recognizes alcoholism and drug addiction as a treatable illness/disease. Sick leave may be granted and/or advanced to an employee for the purpose of receiving treatment approved by the Employer for alcoholism and drug addiction, provided the employee is complying with treatment requirements. The Employer will publicize opportunities available to employees for rehabilitation and assistance such as the Civilian Employee Assistance Program (CEAP) and the Union agrees to assist the Employer in making employees aware of these opportunities and encouraging their use when appropriate.

ARTICLE 13 Annual Leave

1301. **Vacations.** The Employer will consider granting employees at least one continuous leave period of no less than 14 calendar days for employees who earn 13 days of annual leave, and not less than 21 calendar days for employees who earn 20 days of annual leave, providing leave is available. Requests for such vacation leave will be made sufficiently in advance to provide the employee and the Employer opportunity for proper planning and scheduling. Vacation leave for periods in January through June shall be requested by 1 December of the previous year. Vacation leave for periods in July through December will be requested by 1 June. 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. Requests for annual leave will be adjudicated on a first-come first-served basis, except previous leave participation will be taken into consideration (e.g. if an employee had Christmas off last year and a conflict in requests arises a different employee may be granted Christmas off this year).
1302. **Emergency Leave.** Employees needing to use annual leave in the event of a bona fide emergency shall notify, or cause to be notified, their supervisor or other designated contact prior to the beginning of their assigned shift, if possible. Notification does not constitute approval. Employees will be required to justify their absence upon return to work.
1303. **Other Annual Leave.** Leave requests submitted after the submission deadlines will be scheduled on a first-come, first-served basis consistent with staffing requirements.
1304. **Changes.** Once annual leave is approved, requests for changes may be disapproved if the change would disturb the choice of another employee. Employees will be permitted to take leave as scheduled except for unforeseen circumstances which require a change in previously approved leave schedules. In the event that previously approved leave is subsequently disapproved, the supervisor will notify the employee in writing and make a reasonable effort to reschedule the leave in accordance with the employee's desires. Normally, employees on approved leave will not be recalled except in emergency situations.
1305. **Unrequested Leave.** The Employer reserves the right in accordance with applicable regulations to place an employee on annual leave whenever it is deemed necessary to do so for administrative reasons. Employees will be allowed to take leave without pay when sufficient annual leave has not been accrued. When necessary to require an employee to use annual leave, the Employer agrees to give the employee as much advance notice as possible, and the reasons for the action in writing. In such situations, first consideration will be given to volunteers, consistent with the workload requirements.

1306. **Use or Lose Leave.** The Employer agrees to consult with the employee as appropriate in scheduling "use or lose leave" to avoid forfeiture of such leave at the end of the leave year.
1307. **Birthdays.** Workload permitting, employees will be allowed to use annual leave on their birthday.
1308. **Advance Annual Leave.** Advance annual leave may be granted to unit employees in accordance with applicable regulations.
1309. **Maintenance Shutdown.** In the event of an upcoming maintenance shutdown, the Employer will notify all affected employees as soon as practicable. Normally, the Employer will approve requests for use of leave without pay if the use of annual leave during this period would leave employees with fewer than 80 hours of annual leave after the period of reduced operation for those earning 8 hours annual leave per pay period, fewer than 100 hours annual leave for those earning 6 hours, and fewer than 120 hours for those earning 4 hours. If the CNRNW closure exceeds 32 hours, any additional hours, upon request of the employee, will be approved as leave without pay.

ARTICLE 14 Excused Absence

1401. **Definition.** Excused absence is an authorized absence from duty without charge to accrued leave or loss of pay. Periods of excused absences are considered part of an employee's basic workday even though the employee does not perform his or her regular duties.
1402. **Policy.** Employees may be granted excused absence in accordance with the employer's policy. Situations in which excused absence may be granted, subject to the needs of the employer, for example:
- A. Navy sponsored blood drives.
 - B. Activity closure during inclement weather or other emergencies.
 - C. Emergency rescue and protective work.
 - D. Occasional tardiness.
 - E. Interviews for job opportunities at CNRNW.
 - F. Absences for relocation purposes.
 - G. Motorcycle Safety courses

ARTICLE 15

Leaves of Absence

1501. **Union Meetings/ Absence.** Employees will be granted accrued annual leave or leave without pay to accept temporary positions with the Union or to attend conventions or meetings of the Union for a period of up to one year duration, provided the Employer has determined the employees services are not required during that period. Employees on such approved absences are subject to recall by the Employer if it determines the employee's services are required.
1502. **Leave Without Pay.** Employees who are absent on approved leave without pay for periods of up to one year shall accrue all applicable rights and privileges in respect to coverage under the Federal Employees Group Life Insurance and Federal Employees Health Benefits Programs in accordance with applicable regulations. Employees may submit requests for leave without pay and if workload and mission are not adversely affected, at the Employer's discretion, it may be approved.

ARTICLE 16 Publicity

1601. **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 Office, Director or designee and Union Senior Chief Steward prior to posting.
1602. **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 Office, Director or designee at least ten working days in advance of the publishing date.
1603. **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.
1604. **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.
1605. **Employee Surveys.** CNRNW employee surveys/polls relating to working conditions of unit employees conducted on official time shall be considered joint surveys and the results shared equally between the parties.
1606. **Parking Changes.** After proper notification to the Union, the Employer shall inform unit employees as soon as practicable of any impending changes in parking.

ARTICLE 17

Merit Staffing

1701. **Recruitment Sources.** Vacant positions may be filled under the Merit Staffing Program, or through other recruitment processes (i.e. transfer, reinstatement, non-competitive appointment, the Priority Placement Program, etc.).
1702. **Area of Consideration.** When the Merit Staffing Program is utilized, applications will be accepted and considered from all appointable unit employees within the specified area of consideration. The area of consideration may be less than Employer-wide and may be extended at any time to obtain sufficient well-qualified candidates.
1703. **Publicizing Vacancies.** If vacancies are advertised individually under the Merit Staffing Program, publication/marketing may be via an individual vacancy announcement or via vacancy listings posted on official bulletin boards and/or official web sites. Official vacancy announcements will list the qualification requirements, area of consideration, duties, evaluation methods to be used, and what applicants must do to apply.
1704. **Evaluation of Applicants.** To be eligible, each candidate must meet the minimum qualification requirements prescribed by OPM, time-after competitive appointment requirements, and any appropriate selective factors established by the employer as being essential for satisfactory job performance. Candidates will be evaluated against the knowledge, skills, and abilities determined to be important for the position. The use of written tests will be in compliance with applicable OPM and DoD directives. Due consideration will be given to awards, training, self-development and applicable outside activities when documented on the resume.
1705. **Referral for Consideration.** Applicants will be listed in alphabetical order in groups of Best Qualified and/or Qualified for referral to the selecting official. A selecting Official may select any candidate who is certified or non-select all candidates. Applicants eligible for noncompetitive selection may be referred at any time to the selecting official.
1706. **Employee Notification.** When an employee's resume has been considered under a merit promotion **vacancy announcement, notification will be posted to their CHART account under "My Statuses"**. These notifications will tell the employee whether they were eligible, qualified and/or referred to the selecting official for specific vacancies. For delegated examining(all U.S. Citizens) the HRSC will issue a notice of rating per OPM directive.
1707. **Review of Ranking.** If applicants have questions about why they were not referred for a specific vacancy, they should contact the CHART webmaster (CHART@navy.mil) to obtain answers. In the event questions concerning the eligibility or non-referral of an applicant cannot be answered to the satisfaction of the applicant by the staff at CHART the applicant may request, via email to the web master (CHART@navy.mil), that the decision be reviewed by the HRSC.

Failure to be selected for promotion when proper promotion procedures were used (this includes non-selection from among a group of properly ranked and certified candidates) is not a basis for a grievance.

1708. **Delayed Application.** An employee on approved leave or official travel during the entire open period of an announcement may file a delayed application, including documentation showing the approved absence, within five calendar days after return, and if qualified, will be considered if the selection list has not yet been referred to the selecting official. Employees are strongly encouraged to maintain a current resume for all open-continuous announcements related to their career goals, to ensure they receive proper consideration while absent from the work place.
1709. **Temporary Promotion.** Unless there are compelling reasons for not doing so, (e.g., promotion freezes or the employee is not eligible for promotion) unit employees assigned to a higher-level classified position for two or more consecutive workweeks shall be temporarily promoted to the higher- level position commencing with the first day of the assignment.
1710. **Details.** A detail is the temporary assignment of an employee to a different position or set of duties for a specified period of time. Employees on detail are not officially reassigned but continue to occupy their position of record and maintain their same status and pay rate. Employees do not have to be qualified for the position to which detailed. The parties agree that:
- A. Employees may be detailed to positions at their current grade or below for up to one year. Employees may be detailed for up to two years if the Employer is undergoing a commercial activity (CA) study. Details beyond these time limits require OPM approval.
 - B. Details to higher level positions in excess of 120 days shall be made competitively.
 - C. Any detail in excess of 30 days shall be officially recorded. Experience gained on detail will be given due consideration during evaluation for promotion if claimed on the employee's resume.
 - D. The Employer will inform employees of the reason for, type of duties to be performed, and expected duration of any detail.
1711. **Temporary Duty Assignments.** It is the Employer's policy to assign employees to temporary duty assignments according to its analysis of the work requirements and the qualifications of all persons available. When such assignments are required, consideration will be given to qualified volunteers.

ARTICLE 18 Reduction In Force

1801. **Union Notification.** The Employer agrees to notify the Union of pending reduction-in-force actions which will impact unit employees. The Union may make its views and recommendations known concerning the implementation of such reduction-in-force actions. Upon request, the Union will be advised of Employer actions taken to alleviate the impact of the RIF, i.e. use of Separation Incentive Pay (SIPs), utilization of existing vacancies, etc. The Employer will consider any recommendations from the Union concerning other actions possible.
1802. **Compliance with Law.** All reductions-in-force will be carried out in strict compliance with applicable laws and regulations.
1803. **Repromotion Consideration.** Any employee demoted through RIF will be advised in writing of the employee's entitlement to special consideration for repromotion. Although not guaranteed repromotion, an employee entitled to special consideration for repromotion must be considered when a vacancy occurs in a position at the former grade level (or any intervening grade level) for which the employee is qualified.
1804. **Retention Registers.** The Union shall have the right to review retention registers and other pertinent papers relative to reduction-in-force actions affecting employees in the unit in accordance with the Privacy Act. Requests for such reviews by the Union will identify the employee(s) or areas of concern. Personnel folders will not be reviewed by the Union unless written permission has been obtained from the employee(s).
1805. **Outplacement Services.** The Employer agrees, upon request, to meet with the Union to collectively examine the availability of retraining programs and outplacement programs for employees separated by RIF.

ARTICLE 19 Disciplinary Actions

1901. **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 RIF procedures are non-disciplinary in nature.
1902. **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.
1903. **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 305B of this agreement.
1904. **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.
1905. **Appeals.** An employee's opportunity to grieve or appeal disciplinary actions is discussed in Article 20 of this agreement.

ARTICLE 20 Grievance Procedure and Arbitration

2001. **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.
2002. **Coverage.** Grievances shall not be processed for the following:
- A. Retirement, life insurance, or health insurance.
 - 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. Reduction in Force.
 - I. Equal Employment Opportunity Complaints.
 - J. Non-selection for promotion from a group of properly ranked and certified candidates.
 - K. Receipt of or failure to receive incentive awards.
 - L. Letters of caution.

2003. **Appeal Options.** Employees have the right to choose between this negotiated grievance procedure or a statutory procedure when appealing an adverse action under 5 CFR 752 or 5 CFR 432. An employee shall be deemed to have exercised their option at such time as the employee timely files an appeal or complaint under the applicable appellate procedures or timely files a grievance per provisions of this Article, whichever comes first.
2004. **Issues of Grievability.** 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 as a threshold issue in the related arbitration.
2005. **Intent.** The parties agree that every effort will be made to settle grievances at the lowest level possible which begins normally with the first line supervisor.
2006. **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 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 first level supervisor 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 receipt 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 senior installation manager within 10 working days of receipt of the Step 1 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 senior 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 Directorates or designee equivalent. The Directorates 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. A written decision will be issued to the grievant within 10 working days of the meeting.

Exceptions.

- A. Grievances arising from a disciplinary action will be submitted directly to Step 3 of this procedure to the Directorates or designee. If the Directorates 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. Grievances arising from action or decisions of the Human Resources Service Center shall go to the CNRNW, Human resources Office, Director or designee as the Step 1 Official and then to the Directorates, as the Step 3 Official.
- C. Time limits for all of these remain the same as previously described.

2007. **Stays of Discipline.** The agency will ordinarily stay grieved suspensions until a final determination is rendered by the Employer's representative.

2008. **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.

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 of the meeting with the Executive Director.

2009. **Combining Grievances.** Where several employees have submitted apparently identical grievances, the parties by mutual agreement may process one grievance under a lead grievant.

2010. **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.
2011. **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.
2012. **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.
2013. **Arbitrator Selection.** Within 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 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 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.
2014. **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.

2015. **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.
2016. **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.
2017. **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.
2018. **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 establish a joint committee to examine alternative methods of dispute resolution such as mediation to supplement, improve, or replace the procedures defined in this Article. When the parties reach agreement on such procedures, this Article may be reopened by mutual agreement to incorporate the procedures.

ARTICLE 21 Position/Job Descriptions

2101. **Classification Appeals.** When employees allege inequities in their position/job descriptions, they shall be furnished, upon request, information on appeal rights and procedures. They may elect to be represented or assisted by a Union representative in processing their appeal.
2102. **Union Notification.** The Union will be given 10 working days advance notice in the event an existing position occupied by an employee in the bargaining unit is to be reclassified to a lower grade.
2103. **Union Presentations.** The Union may make presentations and present supporting evidence to the Employer regarding the accuracy of position/job descriptions of unit employees.
2104. **Content.** The position/job description of record shall reflect the major duties and responsibilities assigned to employees.
2105. **Annual Review.** The Employer will annually review each unit employee's position/job description to ensure it is current and accurate.

ARTICLE 22

Training

2201. **Objective.** It is mutually agreed that training programs are of vital interest to the Employer and the Union. The objective is to develop skilled employees and potential leaders in the occupational/technical areas necessary to the mission of CNRNW.
2202. **Considerations.** 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 submitted by the Union.

ARTICLE 23

Safety and Health

2301. Commitment and Responsibilities.

- A. 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. This includes training to the level of responsibility of individuals so as to instruct individual employees to perform their work in a safe and healthful manner. The Employer will continue its' current practices regarding safety meetings. CNRNW organizations not currently conducting safety meetings will establish periodic safety meetings with bargaining unit employees.
- B. The **Union** is committed to ensuring the maintenance of safe working conditions and industrial health protection. 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.
- C. **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.

2302. Accident Prevention. Prevention of workplace accidents is of paramount concern to both the Employer and the Union.

2303. Injury Compensation. Employees injured on the job will be advised by the Employer of their right to obtain medical treatment from a physician of their choice. The Employer will provide the appropriate resources to file claims with the Office of Workman's Compensation Program (OWCP) using the Electronic Data Interface (EDI). Injured employees will be informed of their rights under the Federal Employees Compensation Act (FECA). Continuation of Pay (COP) for employees injured on the job will be administered in accordance with applicable regulations. An employee who has filed a claim with OWCP may elect to receive COP or the use of sick and annual leave pending the decision by OWCP.

Employees who elect to use sick or annual leave in lieu of COP may request to buy back leave used for that purpose, after approval by OWCP. Should a disabling work injury occur to a unit employee:

- A. Ambulance services will be promptly notified and first aid will be provided on all shifts;
- B. The Union will be notified as soon as practical.
- C. Upon request of the Senior Chief Steward, a copy of the accident report will be provided to the Union in accordance with Privacy Act rules and regulations.

2304. **Protective Clothing and Safety Equipment.**

- A. The Employer will provide appropriate protective clothing and safety equipment to unit employees, including employees with special needs, at no cost when the Employer determines such is required for safety, technical or industrial health reasons. All equipment will be maintained in serviceable condition, in accordance with applicable regulations.
- B. Employees, with prior authorization of the Employer, may purchase safety shoes from any source. Upon presentation of appropriate documentation, employees will be reimbursed for the amount paid, up to the maximum amount authorized at the time of purchase, provided the shoes purchased meet the Employer's standards.

2305. **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.

2306. **Smoking Policy.** Unit employees shall use tobacco products only in designated smoking areas. The Employer shall continue its current practice of providing sheltered outdoor areas where they currently exist in which to use tobacco products during breaks.

2307. **Hazardous Work.** The Employer, when it is deemed appropriate, will assign two employees to hazardous work.

ARTICLE 24

Environmental Differential

2401. **Policy.** It is the Employer's policy to eliminate or minimize hazards and working conditions of an unusually severe nature. When such situations cannot be overcome or practically eliminated, appropriate environmental or hazard differentials will be paid to employees exposed to such situations in accordance with 5 CFR 532 and 5 CFR 550.
2402. **Process Review.** The Employer, Union and all employees have a responsibility to monitor work processes with an aim toward eliminating or minimizing hazards of bargaining unit employees. Concerns in this area will be addressed promptly.
2403. **Notification.** Supervisors shall notify employees promptly when environmental or hazard pay is warranted.
2404. **Restrictions.** Environmental differential or hazard pay will not be paid to any employee
- A. For work not officially assigned to the employee, that is an employee may not voluntarily undertake work for which a differential is payable without proper authorization either expressed or implied; or
 - B. For any day on which an employee was not actually exposed to a work situation for which the differential is payable, e.g. during days of leave with pay, holidays not worked, etc.

ARTICLE 25 Civic Responsibilities

2501. **Court Leave.** The parties encourage employees to fulfill their civic responsibilities involving jury duty and other related court appearances. Court leave will be approved for unit employees in accordance with applicable laws and regulations. Employees called for such service are to promptly notify their supervisor and provide a copy of the summons in order for arrangements to be made for their absence.
2502. **Voting.** The parties encourage employees to fulfill their civic responsibilities to vote in federal, state, and local elections. Employees who are otherwise unable to vote in such elections, may be granted a reasonable amount of official time for voting.
2503. **Charity Drives.** The parties encourage employees to participate in the annual Combined Federal Campaign (CFC). The parties recognize that such participation is entirely voluntary and will not exert undue pressure or take reprisal on employees during or after the campaign.
2504. **Commuting Options.** To minimize traffic congestion in the local communities and on base, to reduce parking requirements, and to improve air quality through reduced exhaust emissions, the parties encourage employees to utilize mass transit systems car/van pools when commuting to and from work.

ARTICLE 26

Committee Assignments

2601. **Appointments.** The Employer agrees to consider nominees submitted by the Union for appointment to any current board or committee not covered in this agreement, if its function directly affects the working conditions of unit employees, or to any such board/committees established in the future.

ARTICLE 27

Performance and Productivity

2701. **Performance Appraisals.** Performance appraisals will be conducted in accordance with applicable laws and regulations including a position description review. In the event the position description is found to be inaccurate, Management and the employee will endeavor to correct discrepancies in a timely manner.
2702. **Employee Signatures.** A unit employee's signature on the Performance Plan Appraisal signifies only that a discussion of the appraisal has taken place and does not constitute an employee's agreement with either the critical elements established, or the rating received.
2703. **Copies.** A copy of the Performance Plan Appraisal will be provided to the employee at the end of the appraisal period, and at the midterm.
2704. **Performance Improvement Plan.** If a unit employee's performance is judged to be unacceptable, the employee will be provided a formal Performance Improvement Plan and a reasonable amount of time to demonstrate acceptable performance.
2705. **Performance/Productivity Improvement**
- A. The parties are committed to continuous performance and productivity enhancement initiatives designed to improve CNRNW's competitive position and service to its customers. Employees are encouraged by both parties to become active partners in such initiatives by proactive participation in the process improvement teams. The Employer is aware of its labor management relations obligations before implementing any such initiatives impacting the working conditions of unit employees.
 - B. The Union will participate with Management in the development of CNRNW-wide programs aimed at improving productivity. Union officials will encourage employees of the unit to participate in CNRNW-wide programs aimed at reducing costs and increasing productivity. Emphasis should be placed on specific programs that provide rewards for significant achievements through the Incentive Awards Program.

ARTICLE 28

Travel

2801. **Travel**. Employees may be required and are expected to perform temporary duty travel. Such travel shall be conducted in accordance with applicable DOD, and DON regulations and policies.
2802. **Travel Expenses**. Employees will be reimbursed for expenses incurred while traveling in accordance with applicable regulations, subject to the following:
- A. Employees on official travel shall exercise the same care in incurring expenses that a prudent person would exercise while traveling at his/her own expense.
 - B. Government transportation will be utilized when it is determined to be advantageous to the Employer, except that travel in military-configured aircraft will be avoided unless no other feasible alternatives are available.
 - C. Reimbursement for use of an employee's POV, when authorized by the Employer, will be made in accordance with applicable regulations.
 - D. Employees shall receive the maximum authorized per diem and travel allowances as provided by applicable laws and regulations.
2803. **Government Travel Charge Cards**. Unless exempted by the Travel and Transportation Reform Act of 1998, unit employees are required to utilize their, Government Travel Charge Cards to pay for all reimbursable expenses (i.e., meals, lodging, incidental expenses, rental cars, etc.) arising from official non-local travel in accordance with applicable laws and regulations.
2804. **Travel Arrangements**. When making travel arrangements, employees' desires will be solicited and considered.
- A. Arrangements for the convenience of the employee will not normally be authorized, if they would increase the Employer's costs for the travel, or adversely affect mission accomplishment.
 - B. Availability of transportation and other related factors will dictate the scheduling of travel, however:
 - (1) First consideration will be given to scheduling travel during working hours; and,
 - (2) Normally, employees will not be required to travel on a schedule which requires boarding or leaving a carrier between 2400 and 0600 hours.

2805. **Travel Assignments.** Travel assignments will normally be rotated among qualified (as determined by the Employer) employees.
- A. Employees will be advised of the purpose of the travel, anticipated duration, and travel arrangements.
 - B. Travel orders will be provided to employees, normally sufficiently in advance of travel to allow employees time to complete arrangements (i.e. obtain ATM withdrawals) during duty hours.
 - C. An employee may request to be excused from a travel assignment, and consideration will be given to the request. If denied, the reasons will, upon request, be explained to the employee and a Union representative, if invited by the employee.
2806. **Travel Claims.** Each employee is responsible for submitting claims for reimbursement of travel expenses through the Defense Travel System (DTS) within 5 days of completion of travel or return to work. The employee will ensure credit card charges are paid on time and the employer will reimburse the employee timely in accordance with applicable regulations.
2807. **Travel on Non-workdays.** When employees, subject to the Fair Labor Standards Act, are scheduled and required to travel on days outside of their basic workweek but during their corresponding scheduled shift work hours, they will be entitled to compensatory time under the FLSA. Employees who depart early or return late for their personal convenience will not be entitled to any adjustment in their salary or per diem.
2808. **Use of Government Quarters.** The use of available adequate government quarters shall be required when the point of temporary duty or delay is at a recognized post, camp, station, base or depot owned or operated by the United States. Employees on official business to a particular city and not a DoD installation will not be required to commute from the nearest DoD installation having available quarters.

ARTICLE 29

Equal Employment Opportunity

2901. **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. The Employer and Union will work together to achieve a hostile-free work environment.
2902. **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 30 Voluntary Allotment of Union Dues

3001. **Policy.** The Employer and Union will process a payroll allotment for withholding union dues for any unit employee who authorizes such withholding in accordance with the provisions set forth herein. (For the purposes of Article 30 the term Employer is defined as the Regional Payroll Office.)
3002. **Conditions.** Union dues shall be withheld each pay period for unit employees when the following conditions have been 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 earnings are regularly sufficient to cover the amount of the allotment.
 - C. The employee has voluntarily authorized such a deduction on Standard Form 1187 (SF-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.
3003. **Union Responsibilities.** The Union is responsible for making the SF-1187 available to employees, 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, and the procedure to be followed by an employee who desires to terminate the allotment.
3004. **Effective Date.** Deduction of dues shall begin with the first pay period which occurs after receipt of the SF-1187 by the Employer, 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.
3005. **Amount.** 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 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 3004 above has been met. Such changes shall not be made more frequently than once each 12 months.

3006. **Termination**. An employee's voluntary allotment for payment for 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 bargaining unit.
 - C. Receipt by the Employer of notice from the Union that the employee has been expelled or has ceased to be a member in good standing. Such notice shall be promptly forwarded by the Union to the Employer and must be received within the time frame established in Section 3004 above.
3007. **Termination by the Employee**. An allotment for the deduction of an employees' union dues may also be terminated by the employee by submitting the a Standard Form 1188 (SF-1188) to the Employer. 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 pay period beginning on or after the anniversary date , provided the revocation is received by the Employer within the time frame established in Section 3004 above. Employees may obtain a SF-1188 from the CNRNW Financial Resource Management (FRM) website.
3008. **Reports**. The Employer shall promptly transmit to the Union Secretary-Treasurer after each regularly scheduled payday, all of the following:
- A. Lists in duplicate 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 31 Duration and Changes

3101. **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 completed by the expiration date, the parties agree this contract will be extended for up to one (1) year.
3102. **Changes.** This agreement, except for its duration period specified in Section 3101, 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.

3103. **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.

ARTICLE 32

Commander Navy Region Northwest Security Forces

3201. **Application.** The following provision are applicable to Police Officers, and Guards (hereinafter Employees) assigned to the Commander Navy Region Northwest Security Forces as follows.
3202. **Call In Times.** Employees requesting previously unscheduled annual, sick, or other leave will make those requests at least 2 hours prior to the beginning of their assigned work shifts.
3203. **Use of Gym Facilities.** Police Officers and Guards may use the installation fitness facilities gym, pool without charge.
3204. **Physical Examinations.** Selected Security Forces personnel require annual medical examinations to determine if they are medically fit for the job to which they are assigned. The examinations are conducted in accordance with NEHC 6260.96-1 dated September 1998. Police Officers and Guards are required to have: hearing (503), sight (510), and Police/Guard (714) examinations. The Employer shall be responsible for scheduling and coordination of physical examinations. The Employer will pay for medical examinations in accordance with applicable regulations.
3205. **Physical Readiness Testing.** The parties agree that physical fitness and conditioning are paramount for those performing duties as Police Officers and Guards. Successful completion of a semi-annual physical readiness test (PRT) is a condition of employment for those hired since June 1, 1989. The semi-annual PRT will be conducted in accordance with CNRNW Standard Operating Procedures (SOP). Employees hired prior to June 1, 1989, or acquired from other departments as a result of regionalization, are "grand-fathered" in that successful completion of the PRTs is not a condition of employment. However those employees are required to participate and make a reasonable effort to complete the PRT within their physical limitations.
3206. **Training.** The Employer agrees to promote participation in mission related training schools or courses sponsored by the Department of Defense or Washington State Training Commission. Such courses include but are not limited to the following: First Responder and Cardiopulmonary Resuscitation (CPR) courses, and annual continuing educational requirements. Security Force Personnel will be trained, certified or licensed to perform their duties in accordance with all applicable regulations or job requirements.

3207. **Work Schedules.** The principles listed below will be observed in scheduling employees workweeks:
- A. The scheduled work weeks shall be maintained as stable as possible. Employees will be given as much notice of shift change as possible. Normally employees will be assigned to only one precinct. Transfers between precincts will be kept to a minimum unless required to support emergent or mission requirements.
 - B. The basic 40 hour work week shall be scheduled in five day increments and each 24 hour day shall be distributed evenly between three 8 hour shifts.
 - C. In general, the working hours in the basic non-overtime work day shall not exceed 8 hours. All police officers are required to report 30 minutes prior to shift change/briefing and arming-up.
 - D. Any work performed in excess of 8 hours during the basic work day shall be overtime and compensated for in accordance with applicable regulations. Such overtime must have been approved by duly authorized personnel prior to its commencement. In the event of emergencies, employees will remain on duty until relieved.
 - E. Employees required to work night shifts will be entitled to night differential pay in accordance with applicable regulations.
 - F. The Employer normally will post overtime schedules in advance and shall strive to refrain from short term notifications. In the event short term notifications are required for mission accomplishment, due consideration will be given to employee hardships and personal obligations.
3208. **Annual Leave.** Vacation leave rosters for employees shall be established shift by shift.
- A. The Employer agrees to make every effort to grant employees at least one continuous leave period from seven to fourteen calendar days for vacation per calendar year. Requests for such vacation leave will be made sufficiently in advance to provide the employee and the Employer opportunity for proper planning and scheduling. Vacation leave for periods in January through June shall be requested by 1 December of the previous year. Vacation leave for periods in July through December will be requested by 1 June. 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. Requests for annual leave will be adjudicated on a first-come first-served basis, except previous leave participation will be taken into consideration (e.g. if an employee had Christmas off last year and a conflict in requests arises a different employee may be granted Christmas off this year).

- B. Leave requests submitted after the submission deadlines will be scheduled on a first-come, first-served basis consistent with staffing requirements.
- C. Once annual leave is approved, requests for changes may be disapproved if the change would disturb the choice of another employee.
- D. Employees will be permitted to take leave as scheduled except for unforeseen circumstances which require a change in previously approved leave schedules. Normally, employees on approved leave will not be recalled except in emergency situations.
- E. When staffing levels allow, two Police Officers may be allowed annual leave at the same time.
- F. Vacation leave rosters will be available for review by the employees.
- G. Consistent with staffing requirements, a liberal leave policy will be maintained in circumstances such as illness or death in the employee's immediate family and special religious observances, and for attending Association conventions or training seminars to which the employee is a delegate or attendee of training.

3209. **Protective Equipment.**

- A. The Employer will provide appropriate protective equipment to employees commensurate with their assigned duties.
- B. The Employer agrees to have available the following equipment for traffic control purposes: safety markers, vests, and flashlights with wands.
- C. Newly employed Security Force personnel will be supplied with a pair of industry standard, (American National Standards Institute (ANSI) – Z41) high top, black in color, safety boots. The employee will provide the Employer with the boot size and special requirements with supporting documentation. The Employer will then submit all necessary documents for boot procurement. If boots are determined unserviceable by the Employer the employee will be supplied with a new pair of safety boots that meet the requirements outlined above.

3210. **Uniforms.** Police Officers and Guards are required to have and wear a duty uniform of the department which provides distinctive identification to the security mission, consistent with applicable regulations. Uniform requirements are specified in a Department Standard Operating Procedure (SOP). The Employer will pay a uniform allowance of \$400 per year.

3211. **Grooming Standards.** Grooming standards for Police Officers and Guards are specified in CNRNW SOP.
3212. **Identification.** To facilitate one professional security force, the Employer will provide Commander Navy Region Northwest identification, shields and insignia to security forces personnel in accordance with OPNAV Instructions, CNIC Instructions and CNRNW policy.

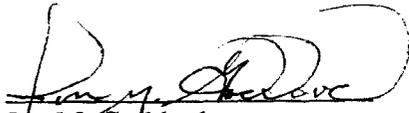
ARTICLE 33 Unfair Labor Practices

Section 3301: 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 CNRNW, Human Resource Office, Director or designee 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) working days unless a time extension is mutually agreed upon between the parties.

Section 3302: If informal resolution is not reached during the fifteen (15) working day period, 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 ULPs apply and are not otherwise affected by the informal resolution period.

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:



Jon M. Goldard
Business Representative
IAM&AW, Local 282



Thomas A. Schiro



Marvin L. Wright

For the Employer:



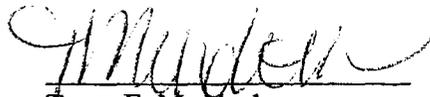
JAMES A. SYMONDS
Rear Admiral, U.S. Navy
Commander
Navy Region Northwest



DiAnne I. Fuhrwerk



Gwen K. Adams



Tracy E. Murdock

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

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.

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