

circumstances, an employee may be informed of that requirement at the time he/she gives notification of the absence. In such questionable circumstances if professional medical attention is not obtained, sick leave may be granted upon submission of administratively acceptable evidence. Sick leave for medical, dental or optical examination or treatment must be applied for in advance. Sick leave for illness or injury must be applied for on return to duty.

**Section 4.** Employees who are incapacitated for duty because of serious illness or disability in excess of 10 workdays may be advanced sick leave not to exceed 240 hours, provided:

- a. The employee is serving under a Career or Career-Conditional appointment;
- b. The employee has a minimum of one (1) year current continuous Federal Civil Service;
- c. The employee does not have a current letter requiring the furnishing of a medical certificate for each absence claimed as sick leave;
- d. The employee's separation from the service has not been initiated by management nor is the employee contemplating separation by retirement or resignation;
- e. There is reasonable evidence, substantiated by a doctor's certificate, that the employee will be capable of returning to work and fulfilling the full scope of his/her duties;
- f. There is no evidence indicating the employee will not remain employed after his/her return to duty long enough to repay the advance sick leave;
- g. The employee has used all annual leave, except 240 hours which has been or will be accrued during the current leave year.

**Section 5.** The parties agree employees should conserve their earned sick leave as financial protection against future medical misfortune. Further, an employee may be required to provide acceptable medical evidence to support every absence due to illness or injury when there is just and sufficient reasons to believe the employee is abusing sick leave (e.g. the employee continually uses sick leave in short unscheduled absences about

as fast as it is earned and there is no reasonable explanation for such a pattern). This requirement will not be imposed until the matter has been discussed with the employee and the employee is given a reasonable opportunity to improve, e.g. not less than 30 days, unless just and sufficient reasons warrant more immediate action. Discussion means explaining the evidence of sick leave abuse to the employee, permitting the employee a reasonable opportunity to explain, giving serious consideration to the employee's explanation, and informing the employee if the explanation is acceptable or why it is not acceptable. This requirement will be reviewed at six month intervals and will be canceled when there is reasonable evidence the problem has been corrected and the employee has begun to accumulate a reserve of sick leave.

**Section 6.** An employee who becomes ill after reporting for work and is too ill to continue work will report such to the immediate supervisor. The employee may be granted sick or other appropriate leave for recuperation or to seek appropriate medical attention.

**Section 7.** Employees on an extended absence from work (in excess of 15 continuous workdays) for which sick leave is to be requested, will provide medical documentation addressing how the employee is incapacitated for work, including any work restrictions, and the date the employee is anticipated to return to work. Such documentation will be provided on a regular basis, but at least every twenty (20) workdays.

## ARTICLE 12

### LEAVE WITHOUT PAY

**Section 1.** Employees will be granted leave of absence without pay in accordance with applicable laws and regulations. Approval of leave of absence without pay is subject to workload considerations and normally will not exceed a one-year period for each application.

**Section 2.** Employee representatives elected or appointed to a Union office or as a delegate to any Union activity may request leave to attend Union activities. Annual leave for these purposes will be utilized. Where the employee has no more than 80 hours of annual leave due and accrued, leave without pay may be granted for these purposes. Such requests will be submitted as far in advance as possible but in no case less than five working days prior to the date leave is to begin. Consideration will be given to granting LWOP when the five (5) workday deadline is not met, if a written explanation for the delay in requesting LWOP is provided prior to the absence. LWOP will not be granted after the absence has taken place. Leave granted for these purposes shall normally not exceed two weeks nor will more than five (5) employees be granted leave for these purposes at any one time. No more than (2) two such leave without pay periods will be granted for each employee during a calendar year. The Union Chairman may not be granted any more than three (3) periods of leave without pay in a calendar year.

Employees accepting full time positions as Union representatives may be granted leave without pay for the term of their office, or in one year increments, whichever involves the lesser period of absence. No more than two employees at a time will be authorized this extended period of absence.

## ARTICLE 13

### FAMILY LEAVE

**Section 1.** Family and Medical Leave Act. Any employee is entitled to up to 12 administrative work weeks of leave without pay for the following purposes: the birth of the child of the employee and the care of such child; the placement of a child with the employee for adoption or foster care; the care of a spouse, child, or parent of the employee who has a serious health condition; or a serious health condition of the employee that makes the employee unable to perform the essential functions of the employee's position.

a. This entitlement is in addition to other leave benefits.

b. An employee, at his or her own option, may choose to substitute accrued, advanced, or donated paid leave, as appropriate, for all or part of the leave without pay.

c. The employee must provide advance notice of not less than 30 days before leave is to begin or as soon as is practicable.

d. The Employer is entitled to acceptable medical evidence of the illness of the employee or the illness of the family member and the employee's need to provide care.

e. Requests must be in writing. In emergency situations supervisors will grant tentative approval subject to the receipt of the written request and medical evidence at the earliest date as is practicable.

**Section 2.** Family Friendly Leave Regulations. There are regulations permitting an employee to use his or her own accrued sick leave to provide care for a family member as a result of (1) physical or mental illness; injury; pregnancy; childbirth; or medical, dental, or optical examination or treatment; or (2) to make arrangements necessitated by the death of a family member or to attend the funeral of a family member.

a. Family member under these regulations means spouse, and parents thereof; children, including adopted children and spouses thereof; parents; brothers and sisters, and spouses thereof; and, any individual related by blood or affinity whose

close association with the employee is the equivalent of a family relationship.

b. Any full-time employee may use up to 40 hours of accrued sick leave in any leave year for the purpose set forth above. Employees who can maintain continuously a balance of 80 hours accrued sick leave can use up to 104 hours.

c. Leave under these regulations is requested in writing like regular sick leave, but the request must be clearly marked Family Friendly Leave (FFL) and identify the family member involved (e.g. child, parent, etc.) In emergency situations, supervisors will grant tentative approval subject to receipt of required documentation at a later date.

d. The Employer is entitled to acceptable evidence establishing the relationship of the family member, the medical condition of the family member and the necessity of the employee to provide care. Supervisors will not request documentation in the death of a family member without prior clearance through the Employer's Human Resources Office, FISC Satellite Office, Labor and Employee Relations.

## ARTICLE 14

### CIVIC RESPONSIBILITIES

**Section 1.** In the event that an employee is summoned for jury duty, or as a witness in behalf of the Federal, State or local Government, he/she shall be paid at his/her basic rate for the time required from his/her normal work schedule to perform such duties. Any additional compensations included in the employee's regular scheduled administrative workweek, will be granted at the prescribed rate. In such cases, time shall be limited to that time necessary to execute required responsibilities.

**Section 2.** If any employee is called for the listed civic duties, he/she shall promptly notify the Employer and present acceptable evidence of the civic duty in order that arrangements may be made for his/her absence from the Activity.

**Section 3.** The employee shall present to the Employer acceptable evidence of the time served on such duty upon the first day employee returns to work.

Section 4. Administrative excused time will be given employees to vote in national, state, and local municipal elections or referendums. In this connection, employees will be excused without charge to leave for the purpose of voting on the following basis: Within a radius of 30 miles, for a period of three hours after the polls open or three hours before the polls close, whichever will cause the least period of absence from the Fleet and Industrial Supply Center; for 30 to 50 miles, for a period of four hours after the polls open or four hours before the polls close, whichever will cause the least period of absence from the Fleet and Industrial Supply Center; from 50-75 miles, five hours will be allowed on the above basis. For any distance over 75 miles, eight hours will be allowed.

**Section 5.** For employees who vote in jurisdictions which require registration in person, excused time to register will be granted on the same basis as for voting, except that no time shall be granted if registration can be accomplished on a non-workday.

**Section 6.** One week prior to all elections, each supervisor shall post a list of all unit employees in the shop. Each employee shall place a check beside his/her name certifying that they wish to be excused to vote. This certification shall be completed prior to the end of the shift two (2) workdays

preceding the day of excusal. Failure to give the two (2) workdays notice shall not in itself be a reason for denial, however, the employee will be required to certify in writing (check mark), that he/she wants excusal for voting prior to release from the work area.

## ARTICLE 15

### SAFETY AND HEALTH

**Section 1.** The Employer shall make every reasonable effort to provide and maintain safe working conditions and the Union will cooperate to that end and encourage employees work in a safe manner. The Employer shall notify the Union promptly of all serious (lost time) occupational accidents that occur.

**Section 2.** No employee shall be required to work in areas where conditions exist that are unsafe or detrimental to health without proper personal protective equipment and safety devices furnished by the Employer as determined by the Safety Officer. When conditions are determined to be unsafe by the Safety Officer, the Safety Officer and the Union Chairman shall immediately bring this to the attention of the division head responsible for the area where the unsafe condition exists.

**Section 3.** The Union shall have one representative on each Departmental Safety Committee. That representative shall be appointed by the Chairman. Appointees will be replaced for just and sufficient reason. The purpose of these committees is to consider safety and health problems which are of mutual concern to the parties and to promote and sustain a high level of interest in the Command's safety and health program.

**Section 4.** The Employer will consider assigning more than one employee when employees are engaged in hazardous operations as determined by the Safety Officer.

**Section 5.** The Employer will arrange adequate space indoors for lunch and breaks in order that employees may eat or rest in comfort, and will furnish a locker for each employee in the Unit as required.

**Section 6.** When stevedore gangs are assigned from dry and chill hatches to freeze storage hatches, the Employer will allow up to 30 minutes for changing into and out of protective clothing.

**Section 7.** The Employer agrees to make every reasonable effort to provide adequate ventilated, heated personnel carriers used in transporting FISC employees to remote duty locations.

**Section 8.** The Employer agrees to make available on an as required basis, protective clothing for employees who are required to work in areas (reefer holds or boxes) where low



temperatures must be maintained for the protection of Navy material, stores or provisions. Where new or surplus protective clothing, other than specified above, becomes available, it may be distributed to employees in individual work centers or situations. This individual distribution of clothing will not constitute an entitlement under this Agreement.

**Section 9.** Employees will not normally be assigned to perform work outside during extreme adverse weather conditions, such as hurricanes, blizzards, electrical storms, and violent winds and/or rain storms, except during emergency situations. In no case shall this provision be interpreted to conflict with Article 2 of this agreement.

**Section 10.** The Employer agrees to furnish suitable gloves to employees engaged in handling chemicals or other materials which would cause damage or injury to unprotected hands.

**Section 11.** The Employer agrees to furnish foot and eye protection (including prescription lenses) to the extent authorized by higher authority, to those employees working in areas or occupations deemed hazardous by the Employer.

**Section 12.** Normally no employee shall be required to ride as a passenger in or on any vehicle which does not conform to Navy Safety Regulations, or other safety directives of higher authority.

**Section 13.** The immediate supervisor of an Employee who incurs an on-the-job injury, requiring the completion of a CA-1, will notify the Union as soon as practicable.

## ARTICLE 16

### ENVIRONMENTAL DIFFERENTIAL

**Section 1.** Environmental Differentials are extra pay for duty involving unusually severe working conditions or unusually severe hazards. The Office of Personnel Management issues guidelines concerning payment of environmental differentials as set forth in applicable law, rule and regulations. The regulations require each installation or activity to evaluate its situations against the guidelines to determine whether the local situation is covered by one or more of the defined categories. Environmental differential may not be paid under this agreement for any situation which has not been described, approved through the collective bargaining process and duly recorded in an activity directive for that purpose.

**Section 2.** The procedure for authorizing environmental differential for specific work situations is negotiation. Likewise, discontinuation of environmental differential for any particular situation also requires negotiation. Using the guidance in applicable law, rule or regulation, either party may propose a particular work situation for authorization for environmental differential at any time. Within 60 days following the effective date of this agreement, the Employer will issue the proposed local activity directive which includes the situations presently authorized as established conditions of employment. Following any negotiation over environmental differentials, the Employer will record the changes in the activity directive without unreasonable delay and insure distribution to the Union and cognizant supervisors.

## ARTICLE 17

### PROMOTIONS

**Section 1.** Selections within the Unit will be made in accordance with Merit Promotion policies established in accordance with the Human Resources Service Center East (HRSC-E) Instruction. This instruction shall be in accordance with the Federal regulations and other directives of higher authority. Any procedures established separately or changes to the policy other than those required by a change in regulation, will be subject to negotiation.

**Section 2.** The Employer agrees to post on official bulletin boards copies of promotion announcements for all positions within the Unit and for first level wage grade supervisory positions, except those that are open continuously, for at least five (5) days prior to the closing date. Such announcements will include the OPM minimum qualification requirements for the position. Employees in the Unit shall have the right to submit applications in response to these announcements.

**Section 3.** Merit Promotion Registers will be provided to the General Chairman upon request, when reasonably necessary to discharge representational duties.

**Section 4.** Except for open continuous registers, the Employer agrees that all registers are good for one year. Registers for Unit positions will be established as open and continuous.

**Section 5.** Upon request, an employee who is nonselected for a Unit position will be afforded reasonable explanation as to the reasons for nonselection.

**Section 6.** The Employer agrees that all tests and interviews will be conducted during normal working hours, i.e. 0800 to 1630. The employees in the Unit will not be required to use leave for the purpose of participating in tests or interviews when such tests or interviews are required under the Activity's Merit Promotion Program and the competition is for a position at the Fleet and Industrial Supply Center.

**Section 7.** It shall be the policy of this Activity to compensate any Unit employee who is temporarily assigned to a higher level position within the Unit for a period of six (6) or more consecutive workdays. In administering this policy, the following procedure shall be followed:

When it is known in advance of the assignments that such assignment is likely to exceed those cited above, a temporary promotion will be made. If after assignment is made, and it is still continuing and it is then determined that the assignment will exceed those cited above, a temporary promotion will be affected as soon as is administratively possible following the date that the fact is known. Determination that such assignment is necessary will be the sole responsibility of the Employer.

First consideration of selection for such temporary assignments will be given from the appropriate existing register established by management in accordance with the Merit Staffing Plan. The Employer agrees to give first consideration from the smallest official organizational element in which the vacancy exists. For the purpose of this Article, the smallest official organizational element is identified as a Foreman and the group of employees working for him.

**Section 8.** When no register exists, the Employer shall give first consideration for selection from the smallest organizational element. The Employer agrees that an employee of the Unit who is assigned to perform supervisory duties during a temporary absence of a first line supervisor, for a period of less than 31 consecutive workdays shall be so assigned in writing on a form for that purpose. Further, Leader assignments shall be made utilizing the procedure above.

If a Union official or Union representative is temporarily assigned to a supervisory position, such Official or Representative will relinquish all activities and duties as a Union Official or Representative during the period of assignment.

**Section 9.** When it is known in advance, the Employer will advise the Union regarding the nature and extent of details of bargaining unit employees. Where possible, the Union will be consulted during the planning process for details of bargaining unit employees.

## ARTICLE 18

### JOB DESCRIPTIONS, REQUIREMENTS, AND CLASSIFICATION APPEALS

**Section 1.** An employee of the unit may appeal at any time, the grade, title, or series assigned his/her job.

**Section 2.** When a dispute arises between an employee and the Employer as to the accuracy of a job description, the dispute may be pursued by the employee through the grievance procedure.

**Section 3.** When an employee in the Unit feels that his/her job has an improper grade, title, or series, he/she shall have the right to request through his/her supervisor, that his/her job be evaluated. The employee may be accompanied by his/her Shop Steward or Chief Steward in presenting his/her request and discussing it with his/her first-line supervisor. Upon request, the Supervisor agrees to conduct an examination of the employee's work assignments to determine whether or not the grade, title or series is proper. As a part of the examination, the supervisor will talk personally with the employee and his/her Shop Steward or Chief Steward. Such discussions will include how the grade and title were established, the type of work performed, the skill required in relation to appropriate standards in the same job series or other job series, and other pertinent factors. If the employee is dissatisfied, he/she may discuss the matter with a higher supervisor or Position Classification Specialist. Full consideration will be given to any relevant information the employee or his/her designated representative may wish to present. The Employer will discuss with the employee and his Union Representative(s) the findings and/or decisions pertaining to a classification complaint or appeal and provide a written decision on the matter. If the employee is still dissatisfied, he/she may file a formal appeal in accordance with applicable regulations.

**Section 4.** Each employee will, upon request, be furnished a copy of his/her current job description.

**Section 5.** The Union may, upon request, review employee's job descriptions and job standards in relation to a specific problem.

**Section 6.** The clause in job descriptions stating.. "performs other duties as assigned" will generally mean, but is not limited to, those miscellaneous duties normally associated with the trade, craft or occupation. Where particularly unpleasant

work cannot practicably be avoided, it will be distributed equitably. Employees will receive necessary orientation on new or unfamiliar tasks. Assignments to details or unclassified duties will be documented in accordance with prescribed regulations and applicable provisions of this Agreement.

**Section 7.** The Employer retains the right to assign work to employees within the Unit. Employees duties will be classified in accordance with Office of Personnel Management Standards and other applicable guides and standards of higher authority.

**Section 8.** The Employer further agrees to compensate employees commensurate with the assigned major duties and responsibilities identifiable with an established position.

**Section 9.** During the course of the annual review of job assignments (maintenance review of cyclic audit), if an employee disagrees with his supervisor on the accuracy of his/her job description, the dispute will be handled in accordance with the provisions of Section 2 or 3 of this Article. It is further agreed that during this review a job description will be available to the employee prior to being requested to initial verifying the accuracy of his/her job description.

## ARTICLE 19

### PERFORMAMANCE APPRAISAL SYSTEM

**Section 1.** The Performance Appraisal Review Systems (PARS) will be administered in accordance with applicable regulations. The performance objectives will, to the maximum extent feasible permit the accurate evaluation of job performance on the basis of objective criteria related to the job in question for each employee or position under the system. It is agreed that Management retains the statutory rights of Section 7106 to establish performance objectives.

**Section 2.** Appraisals of employees' job performance will be made at least annually, in writing. The results of performance appraisals will be used as a basis for training, rewarding, reassigning, promoting, reducing in grade, retaining and removing employees. The use of appraisal results will be in accordance with applicable regulations. No final rating of record will be based on a period of less than 90 days.

**Section 3.** The supervising official will meet with each subordinate employee at the start of each appraisal period to discuss the contents of the employee(s) Performance Plan. Employees will be encouraged to participate in the establishment of performance objectives. If the employee disagrees with the Performance Plan established by the supervising official, the employee will be allowed to make a notation on the Performance Plan stating which aspects of the Plan he/she disagrees with. The Performance Plan will be forwarded to the reviewing official for final decision as to the content of the performance objectives. The Performance Plan will be in writing and a copy of it will be given to the employee at the beginning of the appraisal period.

**Section 4.** The employee's Performance Appraisal Plan will identify the performance objectives for the appraisal period. Remedial action will be initiated once an employee's performance falls below the "acceptable" level. The remedial action taken will be in accordance with applicable regulations and will provide the employee with information/counseling on their performance deficiency and how it may be improved.

**Section 5.** The supervising official will conduct at least one progress review at approximately the mid-point of the appraisal period for the purpose of reviewing the employee's work progress during the appraisal period. Should updating of the Performance

Plan, i.e. modification of performance objectives be needed, the supervising official will discuss changes with the affected employee(s) and encourage their participation as in the initial establishment of performance objectives.

**Section 6.** At the end of the appraisal period, the employee's performance will be evaluated by comparing the employee's actual performance with the performance objectives identified in that employee's Performance Appraisal Plan. Work related factors specifically relating to the employee's assigned duties which are beyond the control of the employee will be considered before a rating is assigned. Upon completion of the final appraisal by the supervising official, reviewing official and activity head designee, the supervising official will discuss the basis for the rating with the employee.

**Section 7.** An employee may grieve a performance appraisal rating in accordance with the Negotiated Grievance Procedure. Performance based adverse actions may be appealed through the appropriate appeals procedure or grieved through the Negotiated Grievance Procedure, but not both.

**Section 8.** The Employer agrees to apprise employees of the provisions of any new changes to the performance appraisal system prior to its formal implementation. New employees will be provided information concerning the performance appraisal system upon establishment of their performance plans.

**Section 9.** The Employer agrees that the provisions of this Article will be applied impartially to all similarly situated employees.



## ARTICLE 20

### REDUCTION-IN-FORCE

**Section 1.** It is agreed that prior to any reduction-in-force the Union will be completely informed with respect to the positions involved, location of positions, and general competitive levels affected. Unless the particular circumstances beyond the discretionary authority of the Employer dictate otherwise, the Union will be provided this information at least thirty (30) days prior to the planned release date of Reduction-in-Force (RIF) Notices to be issued to individual employees. The parties recognize the benefits of providing as early notification as reasonably possible.

**Section 2.** The Employer will recognize the bumping and retreating right of all employees, including those with approved leave of absence, and will consider, in accordance with existing rules and regulation, seniority, veterans' preference, performance evaluations and group and subgroup in cases of RIF.

**Section 3.** Any career or career-conditional employee who is separated because of RIF will be placed on the reemployment priority list in accordance with the rules and regulations of the Office of Personnel Management and such employees will be given preference for rehiring within the job ratings.

**Section 4.** Any permanent status employee who is separated because of RIF action will be placed on the rehiring list of temporary status, employees and shall have his name placed at the top of such rehiring list in the order of total seniority in his job rating, or any rate he/she is qualified for. This action will be taken in conformance with the provisions of the Veterans Preference Act of 1944.

**Section 5.** Any permanent status employee who is separated because of a RIF action and elects to have his/her name entered on the rehiring list of temporary status employees and accepts temporary employment from such lists may be granted preference for permanent status within his job classification.

**Section 6.** Employees who voluntarily accept demotion in lieu of separation because of a RIF action may be given special consideration for repromotion. If such consideration is given and the decision is made to not repromote the employee, the Union will, upon written request, be provided the reasons for

the decision, provided the Union's request is accompanied by the employee's written consent.

**Section 7.** Nothing in this Article shall be interpreted as to interfere with Management's rights, as defined in Article 2 of this Agreement.

## ARTICLE 21

### ASSIGNMENT OF EMPLOYEES

**Section 1.** It shall be the policy of this Activity not to require helpers or intermediate level employees to perform in established journeyman positions without appropriate compensation. Further, it is the policy of this Activity not to utilize re-occurring details of employees to higher level duties in lieu of a temporary promotion when it is known in advance that such a need exists.

**Section 2.** Immediate supervisors shall maintain accurate records of all employees who are assigned to higher level positions within the Unit for more than eight (8) hours but less than six (6) consecutive workdays, and to make such records available to the Union upon request; copies of these records will be provided to the employee semiannually at his/her request. (For supervisory positions see Article 17, Section 7).

## ARTICLE 22

### CONTRACTING OUT OF BARTGAINING UNIT WORK

**Section 1.** It is recognized that the contracting out of work within the Unit is an area of discretion of the Employer and higher authority. The Employer will consult with the Union concerning any contemplated contracting out of work that could adversely affect employees in the Unit or result in a reduction-in-force. The Employer will consider such actions as reassignment, restricting in-hire and other actions as a means of lessening the impact of the reduction-in-force on Unit employees.

## ARTICLE 23

### WAGE SURVEYS

**Section 1.** It is agreed that the Union shall have the right to request that area full scale wage change surveys be conducted when significant industry wage raises have taken place in the area, and that such request and substantiating data shall be promptly forwarded to higher authority.

**Section 2.** The Employer shall notify the Union as soon as possible when information is received that DOD has directed the start of an official wage survey for the Fleet and Industrial Supply Center, Norfolk.

**Section 3.** The Employer agrees that an appropriate Committee (not to exceed three (3) of the Union shall be excused from work, on administrative excused leave, for the purpose of appearing before the Local Wage Survey Committee to make representations on behalf of employees in the bargaining unit, on dates which the Local Wage Survey Committee schedules for this purpose.

## ARTICLE 24

### BOARDS AND COMMITTEES

**Section 1.** The Employer will appoint employees to membership on the indicated board as follows:

FISC FOOD SERVICE AND WELFARE AND RECREATION BOARD  
The Union shall submit the names of two (2) persons who will be appointed, one as a primary member and one as an alternate (attending only in the absence of the primary member).

## ARTICLE 25

### PLANT VISITATION BY UNION REPRESENTATIVES

**Section 1.** The Employer or his designated representative will favorably endorse applications from authorized local and Union representatives for access passes to the Naval Station, Norfolk to visit the Fleet and Industrial Supply Center to carry out the functions prescribed by the Agreement or as may be permitted by the Employer or regulations. It is agreed and understood that the use of such passes will be in accordance with Naval Station and Fleet and Industrial Supply Center regulations and the provisions of this contract. It is further agreed and understood that compliance with such rules, regulations, and the provisions of this contract is a prerequisite for the continuance of this privilege.

**Section 2.** It is agreed by the Union that prior to Union representatives visiting work sites at the Fleet and Industrial Supply Center, the Manager of the HRO Norfolk Fleet and Industrial Supply Center Satellite Office or a designated representative of this office will be advised of the intended visit and purpose.