

*Negotiated Agreement
between*

FISC Norfolk

Fleet and Industrial Supply Center

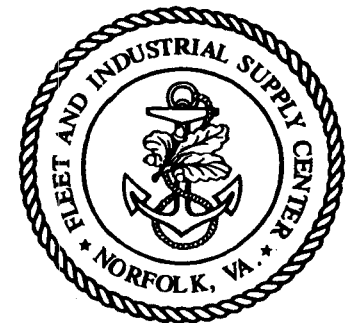
&

AFGE Local 53

American Federation of Government Employees

*As
Partners*

AFGE



PLEASE SEE ATTACHED MOU
REPLACEMENT FOR
PAGE 19 SECTIONS (A-C)

1997

**COLLECTIVE
BARGAINING AGREEMENT**

between

**The American Federation of
Government Employees
Local 53**

and

**The Fleet and Industrial Supply Center,
Norfolk, Virginia**

PREAMBLE

This Agreement is between the activity signatory to this agreement, hereinafter referred to as the Activity, and Local 53 of the American Federation of Government Employees, hereinafter referred to as the Union.

Both parties agree that the purpose of this Agreement is to prescribe certain rights and responsibilities of the Union and Activity as mandated by Public Law 95-454, the Civil Service Reform Act of 1978, and Executive Order 12871 of 1994 and to provide Employees the opportunity to participate in decisions affecting conditions of employment through their exclusive representatives.

It is agreed by the parties that this Agreement will supersede any prior or existing practice, policy or instruction that conflicts with the provisions herein in all matters within the discretion and authority of the parties.

It is agreed that this Agreement is not all inclusive and that certain conditions of employment are not specifically covered. This does not lessen the responsibility, but rather compels the Parties to meet periodically for discussion and exchange of views in an effort to find mutually satisfactory solutions to matters not covered in the Agreement.

WITNESSETH

In consideration of the mutual "covenants" herein set forth, the parties hereto intending to be bound hereby agree as follows:

WHEREAS participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of public business; and

WHEREAS the efficient administration of the Government and the well-being of employees require that orderly and constructive relationships be maintained between labor unions and management officials; and

WHEREAS subject to the law and the paramount requirements of the public service, employee-management relations within the Federal Service should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment; and

WHEREAS effective employee-management cooperation in the public service requires a clear statement of the respective rights and obligations of labor unions and agency management; and

WHEREAS the parties hereto recognize that the common goals of efficient and economical operation of the Activity and the well being of its employees depend upon their continued joint efforts to eliminate waste; conserve

materials and supplies; improve the quality of workmanship; improve and safeguard Government property and material; encourage the submission of improvement and cost reduction ideas; prevent accidents; and strengthen good relations between the Activity, the employees, and the local community; and

WHEREAS it is the policy of the Department of the Navy that management officials shall consult with the representatives of labor unions and other lawful groups, and should, as a matter of good employee relations, encourage them to express themselves concerning the development and implementation of personnel policies and new programs affecting working conditions, this policy recognizes that effective communication between employees and management develops respect and creates good will, that employees may express their collective views more freely through a labor union than individually, and that discussion of mutual problems is of advantage to both employees and management.

Now, therefore, the parties hereto agree as follows:

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ARTICLE 1

PROVISIONS OF LAWS AND REGULATIONS

SECTION 1. In the administration of all matters covered by this Agreement, the Activity, Union, and employees shall be governed by the laws and regulations of appropriate government authorities, including applicable policies set forth in Department of Defense and Navy Department policies and regulations; or by the regulations of appropriate government authority required by law.

ARTICLE 2

RECOGNITION AND UNIT DETERMINATION

SECTION 1. The Union is the exclusive representative of all employees in the Bargaining Unit as defined in Section 2 of this Article. The Union represents the interests of all such employees with respect to grievances, personnel policies, practices, and procedures or other matters affecting conditions of employment.

SECTION 2. The bargaining unit is comprised of all graded Civil Service employees assigned to the Fleet and Industrial Supply Center, Norfolk, VA, including its annexes and detachments which are or may be included during the term of this agreement with the approval of the Federal Labor Relations Authority. The units exclude supervisors, management officials, exempted employees, and employees engaged in Federal personnel work in other than a purely clerical capacity.

SECTION 3. The provisions of this agreement shall be binding on the Parties for any new function acquired by the Activity.

ARTICLE 3

RIGHTS AND RESPONSIBILITIES OF THE EMPLOYEE

SECTION 1. Each Bargaining Unit Member, hereinafter referred to as the employee, shall have the right to form, join, or assist the Union, or refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right.

SECTION 2. Employees have the right and shall be encouraged to bring matters of personal concern regarding conditions of employment to the attention of the Activity or Union.

SECTION 3. Each employee shall be informed annually of their right to union representation. In short, a representative of the Union shall be given an opportunity to be present at any examination of an employee in connection with an investigation conducted by a representative of the Agency if:

(1) the employee reasonably believes that the examination may result in a disciplinary action, and

(2) the employee requests representation.

SECTION 4. The Union is the exclusive representative of all bargaining unit employees for all matters within the scope of collective bargaining and this agreement except where a specific statutory exception provides that an employee may be represented by "an attorney or other representative."

SECTION 5. When a Union representative is not immediately available, the meeting will be deferred for a reasonable period of time to allow for the presence of representation.

SECTION 6. Employees will be granted reasonable amounts of official time to consult with Local 53 Union representatives, Human Resource Office representatives, Equal Employment Opportunity Office representatives, or any other Official Activity function. Official time granted for these purposes will not unduly interfere with the work of the activity and will not result in avoidable travel costs.

SECTION 7. As a basic condition of employment, all employees are required to:

- a. maintain regular and reliable attendance;
- b. carry out assigned duties in accordance with established standards and good, safe work practices;
- c. demonstrate courtesy and integrity in dealings with customers, co-workers, supervisors and the public; and,
- d. refrain from conduct, on or off the job, which impairs the efficiency of the service.

ARTICLE 4

RIGHTS AND RESPONSIBILITIES OF THE UNION

SECTION 1. The Union will be the exclusive representative of the Bargaining Unit employees. The Union's responsibilities are to (1) present the views of employees to the appropriate authority and (2) engage in collective bargaining on behalf of the employees.

SECTION 2. The Union will accept all eligible employees as members without discrimination because of race, color, creed, national origin, gender, sexual persuasion, age, physical disability, Civil Service status, religious belief, or marital status.

SECTION 3. No Union representative will be denied any right or privilege, otherwise entitled to because of their Union affiliation. Union activity cannot

be a basis for a lowered performance appraisal.

SECTION 4. The Activity recognizes all local and National Officers of the Union. Arrangement for their visits to the activity during reasonable times on appropriate business and subject to applicable security regulations will be provided by the Activity. The Union will give reasonable advance notice to the Activity in regards to the date and purpose of the visit.

SECTION 5. Reasonable amounts of official time will be granted to the Union as follows. The parties may enter into additional MOU's on the subject as necessary:

- a. consult or negotiate with the Activity;
- b. otherwise enter into a discussion with a representative of the Activity;
- c. represent a Unit employee or act as the Union's representative during preparation and presentation of a Unit employee's grievance;
- d. enter into a problem resolving discussion with a Unit employee with respect to the employee's conditions of employment;
- e. serve as the Union's representative during an investigation or examination; and,
- f. engage in other protected activities for which official time is an entitlement under Public Law 95-454.

SECTION 6. The granting of official time for Union activities will not unduly impede the work of the Activity or result in avoidable travel costs. In this regard, the Union will strive to make maximum effective use of its on-site representatives in detachments. The employer recognizes the parties may wish to negotiate a special Memorandum of Understanding (MOU) regarding travel and on-site representation the first year a detachment is added into the unit. Such an MOU does not automatically preclude or limit travel in subsequent years. Official time will not be granted for internal union business. Disputes concerning the use of official time will be resolved by the Activity Commander's designated representative and the Union.

SECTION 7. All chief stewards and stewards of the Union will obtain permission from their immediate supervisor before transacting appropriate official Union activities. When a Union steward desires to contact an employee in another work area, he/she must first obtain permission from his/her immediate supervisor to leave the workplace to discuss a grievance or complaint. The employee who the steward is contacting must request permission from his/her immediate supervisor in order to leave the workplace to meet with the steward in a common meeting area. The supervisor will make the employee available for discussion unless there are compelling

circumstances to the contrary. In such cases, the Union steward shall be informed when the employee will be available for discussion.

SECTION 8. The Union shall be given the opportunity to be present at all formal discussions between management and employees concerning grievances, changes in personnel policies and practices or other matters affecting general working conditions of employees in the Unit. This includes adjustments of grievances, complaints, or appeals which meet the intent of being a formal meeting under law.

SECTION 9. Union stewards shall be equitably distributed throughout the bargaining unit so that the demands for official time do not disproportionately impact any one organizational component or result in avoidable travel costs. The numbers of stewards and their areas of representation shall be based on documented need and may be adjusted from time to time by mutual consent of the parties to insure the arrangements continue to be responsive to the interests of the parties. Absent critical workload impact, representatives will be excused on authorized business when requested. If such is not possible, the representative will be told when he/she can be released.

SECTION 10. Each supervisor of a Union steward or other representative will, along with the representative, reach an understanding concerning the procedures for requesting, approving, and recording of official time which satisfies the mutual interests of the parties. As a minimum, the recording of official time will include the amount of time spent per day, location, and purpose in as few words as possible. Where mutually satisfactory procedures are not attained by the supervisor and the representative, the parties will appoint representatives to discuss and resolve the differences.

SECTION 11. Union Stewards may receive, but shall not solicit, complaints and grievances of employees on Government time and property. Solicitations of membership and the performance of activities concerned with the internal management of the Union will not be conducted during the working hours of the employees involved.

SECTION 12. Stewards are encouraged in the performance of their duties to:

a. advise employees to seek resolution of complaints in the most expeditious and mutually satisfactory manner through open and frank discussions with their immediate supervisors;

b. advise the cognizant supervisor and Activity officials of potential problem areas;

c. seek to determine the merits of an employee's complaint through the collection and consideration of facts;

d. advise the employee on the merits of his/her complaint and the action which it warrants; and,

e. assist the employee in presenting a complaint to appropriate supervisory personnel when the employee so requests.

SECTION 13. The Union will guard against use of excessive time to conduct authorized Union business and will encourage all employees within the Activity to engage only in those activities which are authorized by the Agreement. Each Union representative shall normally restrict his or her Union representation to the specific representational area in which they are authorized by the Union to act in the Union's behalf in accordance with Section 9. While representatives have access to the current Local 53 AFGE office, the Union will encourage representatives to keep such usage to the minimum necessary.

SECTION 14. Consistent with government regulations, Union representatives may use any office equipment normally assigned to them incidental to their duties for handling grievances and other representational matters. Toll charges and internal union business are not to be conducted on government equipment.

SECTION 15. The Union shall furnish the Employer and maintain on a current basis a list of all authorized stewards, together with the designation of the group and location each is authorized to represent.

SECTION 16. The union will be granted official time to perform the following representational duties without charge to leave or loss of pay:

a. Negotiations over the impact and/or implementation of changes in conditions of employment of bargaining unit employees which occur during the term of this Agreement.

b. Presentation and processing of grievances in accordance with Article 20 of this Agreement.

c. Attendance at management-initiated meetings, not otherwise described in this Agreement.

d. Participation on committees or panels as authorized by this Agreement.

e. Participation in proceedings before the Federal Labor Relations Authority (FLRA) in accordance with FLRA's rules and regulations, and

f. Serving as the representative at a hearing before an administrative judge of the MSPB or EEOC.

g. When negotiating a supplement to this Agreement.

h. And for approved representational training.

SECTION 17. Official time shall not be granted for the following activities except as ruled negotiable by pertinent FLRA decisions and agreed to by the Activity:

- a. Matters pertaining to internal management of the Council.
- b. Membership meetings.
- c. Soliciting of memberships.
- d. Collecting of dues or assessments.
- e. Campaigning for Council/Union office.
- f. Distributing or posting of union literature, notices, and authorization cards.

SECTION 18. Official time will not be granted for representational duties outside of the bargaining unit.

SECTION 19. Official time, annual leave, or Leave Without Pay will be authorized for Officers of the Union to attend district meetings or National Conventions in accordance with applicable laws and regulations.

SECTION 20. A leave of absence without pay (LWOP) may be granted to a bargaining unit employee who is elected to a position of National Officer of the American Federation of Government Employees, AFL-CIO, for the purpose of serving full-time in the elected position, or who is selected as an AFGE National Union Representative. No more than three representatives may be approved by the Activity. The Activity shall be given not less than 60 days advance notice. Any LWOP granted or approved in accordance with this Article is subject to appropriate Government-wide regulations or other outside authority binding on the Activity. To the extent of its authority, the Activity shall place the employee upon his/her return in the position the employee left, or one of like seniority, status, grade and pay.

ARTICLE 5

RIGHTS AND RESPONSIBILITIES OF THE ACTIVITY

SECTION 1. Nothing in this agreement shall affect the authority of any management official of the activity to:

- a. determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- b. in accordance with applicable laws—

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

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

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

- (a) properly ranked and certified candidates for promotion; or
- (b) any other appropriate source; and

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

SECTION 2. In prescribing regulations, directives, or instructions relating to personnel policies, practices, and working conditions, the Activity will have due regard for the provisions imposed by Article 4 and 5 of this Agreement.

SECTION 3. The parties will adhere to the goals of partnership and cooperation embodied in Executive Order 12871.

SECTION 4. Negotiations will be carried out in accordance with the Federal Labor Relations statute.

ARTICLE 6

PARTNERSHIP COUNCILS

SECTION 1. Where the Parties have executed a Labor-Management Partnership Agreement, the Activity and the Union will actively support the provisions of Executive Order 12871 by:

- a. establishing a Labor-Management Partnership Council;
- b. involving employees and the Union as full partners with Activity representatives;
- c. providing systematic training of appropriate employees in Alternative Dispute Resolution (ADR) and Interest-Based Bargaining (IBB) approaches.
- d. negotiate, using interest-based bargaining and alternative dispute resolution techniques according to a good government bargaining standard which has as its objective to make government work better and cost less.

ARTICLE 7

BOARDS AND COMMITTEES

SECTION 1. The Parties will consult concerning representation or membership on each other's established Boards and Committees.

SECTION 2. Appointments to boards or committees and terms of Union or management appointments will be mutually agreed to by the Union and Activity.

SECTION 3. The Parties will provide each other one copy of the minutes, where taken, of each of their regularly convened boards or committees on which there is bilateral representation.

ARTICLE 8

ARBITRATION PROCEDURES

SECTION 1. If the Activity and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either Party within 30 calendar days after issuance of either party's final decision, shall be submitted to arbitration.

SECTION 2. Within 25 working days from the date of the request for arbitration, or such other period as mutually agreed to, the Parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven impartial persons qualified to act as arbitrators. The Parties shall meet within 15 working days after the receipt of such list. If mutually agreed that the list is not acceptable to both Parties, the list will be returned and a new list requested. If they can't mutually agree upon one of the listed arbitrators, then the Activity and the Union will each strike one arbitrator's name from the list of seven and will then repeat this procedure. The party filing the grievance shall strike first. The remaining person shall be the duly selected arbitrator.

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

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

SECTION 4. The arbitrator's fee and expense shall be borne equally by the Activity and the Union, and shall not exceed that authorized by applicable regulations. Reimbursement for travel and per diem will not exceed that authorized by the Joint Travel Regulations. In the event that it is necessary

for the hearings to be held in facilities not under the administrative control of the Activity, the cost of such mutually agreed upon facilities shall be borne equally by the Activity and the Union. Further, the Activity and the Union shall share equally the expenses of any mutually agreed upon service considered desirable or necessary in connection with the arbitration proceedings.

SECTION 5. The arbitration hearing shall normally be held during the regular day-shift hours of the normal basic work week. Employees of the Activity serving as Union representatives, appellants in the minimum number necessary, and employee witnesses who have direct knowledge of the circumstances and factors bearing on the case shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge of annual leave. Overtime will not be requested or approved.

SECTION 6. The arbitrator will be requested to render a decision not later than thirty (30) calendar days after the conclusion of the hearing. The arbitrator shall have no authority to change, modify, alter, delete, or add to the provisions of the Agreement. The arbitration award shall be binding on the Activity and the Union. However, the Activity or the Union may file exceptions to the award with the Federal Labor Relations Authority pursuant to regulations prescribed by the Authority.

SECTION 7. The Union and the Employer each will be permitted to have up to three persons of its choice present throughout the arbitration hearing.

SECTION 8. Except by mutual consent, arbitration will be conducted as oral proceedings with no verbatim transcript and no filing of briefs. In the event only one of the parties desires a transcript of the proceedings, that party shall be responsible for making arrangements for and paying the full cost of the transcript. If the other party later wishes a copy of the transcript, that party shall pay half of the original cost.

ARTICLE 9

BENEFICIAL SUGGESTION PROGRAM

SECTION 1. All employees in the Unit shall be encouraged to participate in the Incentive Awards Program. It is the desire of the Activity and the Union that all Beneficial Suggestions be processed in a timely and expeditious manner. An employee encountering unreasonable or unwarranted delays in receiving a final determination on the adoption or rejection of a submitted suggestion will refer the matter to the Incentive Awards Administrator who in turn will take reasonable steps to resolve the problem.

SECTION 2. Rejection of all beneficial suggestions will be made in writing and the suggestor will be afforded an opportunity, upon request, to see the completed file on the suggestion, and may be accompanied by a Union representative. A suggestor may request reconsideration of a decision involving the merits and values of his contribution. The request must be in writing, contain the justification or basis for the request and be submitted to the Incentive Awards Administrator within thirty (30) days after the decision which prompted the request. The suggestor shall be advised of appropriate appeal procedures if any further action is desired.

SECTION 3. Employees will be encouraged to discuss prospective suggestions with their immediate supervisors. The Activity will ensure that immediate supervisors aid and assist employees in preparing suggestions without expecting or receiving credit as co-suggestor of the suggestions.

ARTICLE 10

BREAKS

SECTION 1. Each employee is entitled to one 30-minute unpaid lunch break per each 8-hour or more tour of duty.

SECTION 2. During overtime assignments, when food is not available at the job site and food cannot be delivered to the job site, the Activity agrees that if work requirements allow, a volunteer may be released by the supervisor-in-charge to go obtain food for those who wish to eat.

SECTION 3. Consistent with workload requirements, supervisors will make reasonable provisions for employees to periodically stop work briefly to refresh themselves.

ARTICLE 11

CIVILIAN EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. The Activity will implement and promote a Civilian Employee Assistance Program for individuals suffering from alcoholism, drug abuse, or emotional disorders, or other problems that may affect job performance. The Union and the Activity recognize that CEAP is designed to deal forthrightly with the problem at an early stage when the situation is more likely to be correctable.

SECTION 2. The Parties will cooperate fully in attempting to rehabilitate and improve work performance of affected employees who need assistance under the provisions of this program.

SECTION 3. When an employee's problem interferes with the efficient and proper performance of his/her duties, reduces his/her dependability, or

reflects discredit upon the Activity; supervisors will either advise or encourage troubled employees to pursue help through CEAP. Employees undergoing a prescribed program of treatment will be granted sick leave on the same basis as any other illness when absence from work is necessary.

SECTION 4. No unit employee will have his/her job security or promotion opportunities jeopardized by making such a request for professional assistance or referral, except as limited by laws which relate to sensitive positions. Unit employees with problems of alcohol abuse will receive the same consideration and offer of assistance that is extended to other employees having any other illness or health problems. The activity is under no obligation to provide accommodation to current users of illegal drugs.

SECTION 5. All discussions, counseling sessions, and records of CEAP are confidential. With the exception of whether or not an employee kept a scheduled appointment, information may not be disclosed, without prior written consent of the employee.

ARTICLE 12

CIVIC RESPONSIBILITIES

SECTION 1. In the event an employee is summoned by jury duty or as a witness on behalf of the government, he/she shall be excused for such duties and paid in accordance with current regulation.

SECTION 2. Employees will be encouraged to exercise their rights and privileges as Americans to vote in all national, state and local municipal elections or referendums. In this connection, each request for administrative leave shall be granted for voting, subject to the following:

a. Employees whose voting residence is within thirty (30) miles of their work center shall be granted an amount of excused time to vote which will permit them three hours after the polls open or three hours before the polls close, whichever requires the lesser amount of time off.

b. For those employees whose voting residence is over thirty (30) to fifty (50) miles from their work center, a period of four hours after the polls open or four hours before the polls close will be allowed, whichever requires the lesser amount of time off.

c. For those employees whose voting residence is over fifty (50) to seventy-five (75) miles from their work center, a period of five hours after the polls open or five hours before the polls close will be allowed, whichever requires the lesser amount of time off.

d. If voting by absentee ballot is not allowed, employees whose voting residence is beyond seventy-five (75) miles from their work center shall be excused for the time necessary to vote, but not to exceed eight hours.

e. Voting arrangements requiring excused leave will be made with the employee's immediate supervisor prior to election day, to prevent undue interruptions to work operations.

Note: Where a different policy is in place at a detachment or annex site prior to this agreement applying to that site, implementation of the above policy will not commence until the first national, state, or local election occurring two years after this agreement applies to that site.

SECTION 3. For employees that vote in jurisdictions which require registration in person, excused time to register will be granted on the same basis as for voting, provided registration cannot be accomplished on a non-work day and the place of registration is within a reasonable one-day round trip travel distance of the employee's place of residence.

SECTION 4. The Parties will encourage employees to participate in worthwhile charity drives approved by the Activity; however, in no instance shall either party exercise pressure on any employee to contribute to a charity to which the employee does not wish to contribute.

ARTICLE 13

CONTRACTING OUT OF WORK

SECTION 1. The Activity will notify the Union prior to contracting out bargaining unit work.

SECTION 2. In the event that a decision is made to contract out a function, the Activity will promptly provide the Union with a copy of the cost comparison study with the Statement of Work that was submitted as the Government's in-house estimate.

SECTION 3. The Union will be given at least 15 work days to study the proposal and be permitted to express their views and initiate impact and implementation bargaining prior to implementation of the contract.

SECTION 4. Implementation and Impact Bargaining will begin within 15 work days of notice to the Union.

SECTION 5. Where contractor personnel are to be assigned to work with unit employees, the Union will be provided prior notice of the functions to be performed and identification of the contractor.

ARTICLE 14

DETAILS

SECTION 1. Details will not be used to give an employee training and experience to qualify for higher level work unless the employee has qualified

for the training under the terms of an established training program or has been selected in accordance with the Merit Staffing Program.

SECTION 2. Details will be in accordance with current Government-wide regulations. Qualified volunteers will first be sought from all eligibles in the specific work area concerned.

Selection may be made from those volunteers considered having an appropriate background required for performing the duties of the detail.

SECTION 3. Employees detailed to perform the duties of an established position of higher grade within the unit, in excess of 10 calendar days, shall be considered for temporary promotion where they have assumed the full scope of the position and are performing essentially all of the duties. In such cases, the effective date of the temporary promotion will be back to the first day of the detail.

SECTION 4. All details in excess of 120 calendar days shall be documented on a Standard Form 50 with a copy given to the employee and a copy placed in the employee's Official Personnel Folder (OPF).

SECTION 5. At the employee's request, details less than 120 calendar days but greater than 30 calendar days will be recorded in the employee's Official Personnel File (OPF).

ARTICLE 15

DISCIPLINARY ACTIONS

SECTION 1. The objective of discipline is to correct the offending employee's behavior and maintain discipline and morale among other employees. Disciplinary action must be for such cause as promotes the efficiency of the service. There are alternatives to formal disciplinary action. Where, at the level of recognition, the parties have agreed to such alternatives, disciplinary actions can be treated as disputes subject to resolution through a number of alternative dispute resolution techniques. Appendix A to this agreement contains a number of examples of alternative dispute resolution techniques, including an alternative discipline technique.

SECTION 2. An oral admonishment and letter of caution are instructional in nature and serve only to place an employee on notice that a certain type of conduct is not permitted and may effectively correct deficiencies in an employee's conduct. Oral admonishments and letters of caution will not be made a matter of record in the employee's Official Personnel File. A letter of requirement, on the other hand, is a written order which may be grieved. It may also serve to correct an employee's conduct.

SECTION 3. Letters of reprimand, demotions, suspensions, and removals are formal disciplinary actions and are subject to the grievance procedure of this Agreement.

SECTION 4. Letters of caution and oral admonishments are informal disciplinary actions and are not subject to the grievance procedure of this agreement.

SECTION 5. The Activity has the burden of developing the evidence necessary to support a disciplinary action. In this regard, the Union shall be given the opportunity to be represented at any examination of an employee in connection with an investigation conducted by a representative of the agency if: (1) the employee reasonably believes that the examination may result in disciplinary action against him/her and (2) the employee requests representation.

SECTION 6. If formal disciplinary action is contemplated, it is solely the Activity's responsibility to select a remedy which does not exceed the bounds or reasonableness under the circumstances of the particular case.

SECTION 7. Wherever practicable, before taking action, the activity will afford the employee an opportunity to explain his/her position, which may possibly eliminate any necessity for initiating formal disciplinary action.

SECTION 8. All material used to support a disciplinary action is available for review by the employee and Union upon request. An investigation may not be unduly delayed by the unavailability of an employee's representative.

SECTION 9. An employee against whom a suspension or adverse action is proposed is entitled to:

- a. an advance written notice stating the specific reasons for the proposed action;
- b. a reasonable time to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;
- c. be represented by an attorney or other representative (any representative other than a Union representative will be at the employee's expense); and,
- d. a written decision prior to the effective date of the action, which includes notice of the employee's right to grieve or appeal, as appropriate.

ARTICLE 16

DUES DEDUCTION

SECTION 1. To ensure the smooth functioning of the program for voluntary allotments for payment of dues, the following outlines the responsibilities of the Parties concerned and the procedures to be followed:

a. The Union is responsible for purchasing the standard allotment form prescribed by the Comptroller General, distributing it to its members, certifying as to the amount of its dues, and educating its members on the program for allotments for payment of dues, its voluntary nature, and the uses and availability of the required form.

b. The Union will deliver completed forms authorizing the deduction of dues to the Activity for payroll processing.

c. The Union shall immediately notify the Activity in writing when any member of its organization that is participating in the dues deduction program is expelled or for any reason ceases to be a member of good standing.

d. When an employee loses eligibility to have dues withheld, the Activity will so annotate the servicing payroll office copy of the SF-50.

e. An allotment for the deduction of an employee's union dues may be terminated voluntarily by the employee through submission to the Union office of a Standard Form 1188 (SF-1188) or individual substitute properly executed in duplicate. The SF-1188 is available from the Union office and will be received and processed as set forth below.

f. The Union will receive any properly executed SF-1188, Voluntary Revocation of Dues Deduction and forward it to the Employer's Payroll Office, indicating in the appropriate block the effective date of the cancellation, which must be the start of a pay period. Such revocation will not be effective, however, until the first full pay period following the anniversary of the beginning date of the employee's dues allotment. If the allotment is not revoked at the end of the first year, any subsequent revocation will be effective the first full pay period in September provided the revocation is received in the Union Office before such date.

g. In accordance with the law, dues sign up and revocation cannot be done while an employee is in a duty status.

ARTICLE 17

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The Parties subscribe to the policy of nondiscrimination and will assure that equal employment opportunity be afforded all qualified persons consistent with law and to prohibit discrimination against any employee or applicant because of sex, race, color, religion, age, national origin, or physical or mental handicap. The Activity and the Union each has a positive and distinct role in carrying out the concepts of equal employment opportunity.

SECTION 2. In keeping with Section 1 above, the Activity will establish a comprehensive EEO program consistent with guidelines received from higher authority. The Union will fully support EEO policies, programs, and objectives.

SECTION 3. An employee who feels he/she has been discriminated against must initiate contact with an EEO Counselor within 45 days of date of the matter alleged to be discriminatory, or in the case of a personnel action, within 45 days of the effective date of the action.

SECTION 4. The activity shall extend the 45-day time limit when the individual shows that he or she was not notified of the time limits and was not otherwise aware of them; that he or she did not know and reasonably should not have known that the discriminatory matter or personnel action occurred; that despite due diligence he or she was prevented by circumstances beyond his or her control from contacting the counselor within the time limits; or for other reasons considered sufficient by the activity.

SECTION 5. In any case where a discrimination action or practice is found, corrective action will be taken to ensure that such practice is remedied and not repeated. Reprisal against a complainant or a witness for a complaint is prohibited, and such action may be interpreted as an act of discrimination.

ARTICLE 18 EMPLOYEE DEBTS

SECTION 1. Employees who fail to pay just debts are liable to have their pay garnished if the agency is ordered to do so by a court of competent jurisdiction. Failure to pay just debts may be regarded as a disciplinary infraction where there is a connection between that particular conduct and the efficiency of the service.

SECTION 2. Employees experiencing financial problems are encouraged to avail themselves of the services of the Civilian Employee Assistance Program.

ARTICLE 19 GOVERNMENT OWNED FACILITIES, EQUIPMENT, VEHICLES, AND SERVICES

SECTION 1. The Activity will provide the Union President with adequate administrative office space to accommodate the functions of the Union. The space shall be provided without cost to the Union and be equipped with standard office equipment to include desk, chairs, filing cabinets, telephone access (including a DSN line), and such other equipment and furnishings as may be desirable and mutually agreeable. Requests for replacement

furniture may be made by the Union, and replacements made where warranted by the condition of the items. The employer will provide the Union a copier for use in the office.

SECTION 2. Union representatives are permitted to use government telephones and FAX machines for the transmittal of representational information providing there are no toll charges associated with the transmission.

SECTION 3. Government copy machines can be used to reproduce representational material such as grievances and grievance-related correspondence.

SECTION 4. Use of the Activity guard mail system is authorized for representational material such as grievance and grievance-related material.

SECTION 5. Government owned vehicles are not normally authorized for Union duties. However, the Activity may grant authorization in extenuating circumstances. Prior authorization must be obtained before use is authorized.

SECTION 6. The activity will authorize the union to use activity bulletin boards, training rooms, conference rooms, etc. when it determines such use will be mutually beneficial and subject to mutual consent.

SECTION 7. Telephone numbers of key Union personnel will be published in the Activity Telephone directory.

ARTICLE 20 GRIEVANCE PROCESSING

SECTION 1. The following matters are excluded from this negotiated grievance procedure:

- a. Any claimed violation of Subchapter III of Chapter 73 of Title 5, U.S.C. (relating to prohibited political activities).
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal under Section 7532 of Title 5 U.S.C. (related to national security).
- d. Any examination, certification or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.
- f. Nonselection for promotion from a group of properly ranked or certified candidates. This does not apply to the right to grieve over improper procedures used during the selection process.

- g. Termination of temporary promotion.
 - h. Termination while serving under a time limited or probationary appointment.
 - i. Nonadoption of a suggestion.
 - j. Disapproval of honorary or discretionary awards.
- k. The reassignment or demotion of an employee to a non-supervisory position during the probationary period served by new supervisors.
1. An allegation or complaint of discrimination reviewable under 29 CFR 1613.

SECTION 2. Grievances filed under this agreement will be typed or written on a form mutually agreed to by the Activity and Union. Grievances will be filed within 30 calendar days of the incident precipitating the grievance. Grievances filed by mail shall be deemed filed as of the date postmarked by the U.S. Postal Service.

SECTION 3. Time frames during the grievance period may be extended by written mutual agreement. Failure on the part of the respondent to meet any of the time limits of this procedure without mutual consent will serve to permit the grievant to immediately escalate the grievance to the next step of the process.

SECTION 4. When several employees have an identical grievance, one employee's grievance shall be selected by the Union for processing. The decision on the case selected will be binding on all other cases of the employees who have identical grievances.

SECTION 5. Reasonable time during working hours will be allowed for employees to meet with the Union representatives to discuss, prepare, and present grievances, including attendance at meetings with management officials. The Union agrees to refrain from the use of excessive time in the discussion, preparing and presenting of grievance.

SECTION 6. The processing of grievances will be conducted in the following manner: The grievant, his/her representative, and any employee having a direct knowledge of the circumstances of the grievance will be granted time off from his/her regular duty hours to the extent necessary to participate in the official proceedings. The time will be granted without loss of pay or charge to leave. Each party will, upon request of the other party, permit inspection of pertinent records insofar as permissible without violating laws, regulations or federal policy for the purpose of substantiating the claims of the parties.

SECTION 7. In cases of suspension over fourteen (14) days, removal, reduction-in-grade or pay, or furlough for thirty (30) calendar days or less,

an employee may choose the negotiated grievance procedure or the statutory appeals procedure, but not both.

SECTION 8. An employee shall be deemed to have exercised the option to raise the matter under the statutory or negotiated procedure at such time as he/she timely initiates an action under the applicable statutory procedures or timely files a grievance, in writing, whichever occurs first. Once the employee exercises this option, in writing, it is irreversible and the employee, if he/she chooses to proceed, must proceed under the procedure selected first.

SECTION 9. The following procedures will be followed in processing grievances under this article:

~~a. The grievance shall be delivered, mailed or sent by FAX to the head of the activity. In the case of grievances arising in annexes, detachments, and other organizational components which are outside the commuting area of the activity headquarters, the grievance shall be served on the head of that organizational component. Employer-initiated grievances shall be served on the President of the Union who shall be the respondent.~~

~~b. Following receipt of the grievance, there shall be a 30 calendar day resolution period during which representatives of the respondent shall contact representatives of the grievant and diligently pursue settlement of the matter using such Alternative Dispute Resolution (ADR) techniques as may be available and mutually agreeable. ADR is encouraged, but must be mutually agreeable to the parties. Some ADR techniques are described in Appendix A to this agreement. If a mutually agreeable resolution is reached, the grievance will be considered settled and withdrawn.~~

~~c. Where ADR is not mutually agreeable, the grievant is entitled, upon request, to a traditional grievance meeting with the respondent's representative authorized to decide the grievance. Such meeting shall be for the purpose of presenting information in support of the grievant's position. At the meeting, the grievant may be represented and may produce such documents and witnesses as may be relevant to the dispute.~~

~~d. If a mutually agreeable resolution cannot be reached during the 30-day resolution period, or following the grievance meeting if ADR is not used, the grievant will, within 7 calendar days, be sent a written decision, setting forth the respondent's position on the issue(s), which may then be subject to arbitration.~~

SECTION 10. Written request for arbitration must be submitted to the Activity or Union within 30 calendar days of final grievance decision.

ARTICLE 21

HOLIDAYS

SECTION 1. Federal holidays will normally be observed as non-work days. When a Federal holiday occurs on an employee's regularly scheduled non-work day the employee will observe the holiday on one of his or her other scheduled work days in accordance with current regulations.

SECTION 2. Employees who are required to work on a Federal holiday shall be compensated for such work in accordance with applicable laws and regulations.

ARTICLE 22

HOURS OF WORK

SECTION 1. Except as hereinafter provided, the basic workweek will normally consist of five eight-hour days, Monday through Friday inclusive. The regular hours of work for employees within the Unit shall not exceed eight hours per day and forty (40) hours per week.

SECTION 2. The Activity agrees to assign employees within the Unit to the basic workweek to the maximum extent possible permitted by workload commitments, facilities, and space. The Activity will utilize qualified volunteers to the greatest extent practicable in selecting employees for assignment to basic workweeks other than Monday through Friday.

SECTION 3. When a change in the regular work shift or basic workweek is required, and known by the Activity in advance of the administrative workweek during which the change occurs, the Activity agrees to notify the Union and affected employees of the unit in advance of the change. The Activity agrees to give, where possible, sufficient advance notice to affected employees before making such changes and make reasonable effort to effect shift changes on the first day of the affected employees' workweek. If such change in basic workweek is required, the Activity, upon request of the Union, will furnish the reasons in writing for the change.

SECTION 4. Adequate and reasonable time shall be allowed for the purpose of personal clean-up and stowage of personal or Government-owned property. In the absence of compelling circumstances, no employees will be required to remain after his/her shift for the purpose of cleaning up his/her designated area, or to stow Government-owned property. Nothing herein shall be construed to allow an employee to otherwise leave his/her assigned work area until the lunch period commences or shift ends.

SECTION 5. Employees not on a rotational schedule will be assigned to a shift based on those requirements necessary to carry out the mission of the Activity.

SECTION 6. An employee initially assigned to other than the first shift of the Basic Workweek as a condition of employment may be reassigned within the same organizational segment (branch and department/office), upon request by the employee, to the Basic Workweek on the basis of seniority (service computation date) as soon as a vacancy in his/her classification series and grade becomes available. It is understood that employees must be qualified for the positions to be filled.

SECTION 7. Alternative work schedules will be administered according to Activity instruction.

SECTION 8. The Employer will consider modifying the tours of duty for employees enrolled in accredited institutions of higher learning on a non-interference basis with work requirements. The Employer will notify the individual employee in writing when a determination is made on his or her written request.

ARTICLE 23

INCENTIVE AWARDS

SECTION 1. The Incentive Awards Program will be administered under the provisions of the current Activity Instruction.

SECTION 2. The union will designate a representative for appointment to any/all established incentive awards committees dealing with unit employees.

ARTICLE 24

LEAVE

SECTION 1. The leave program will be administered under the provisions of law and the Activity's instruction.

SECTION 2. Local activity directives will be maintained to publicize policies and procedures regarding the various types of leave.

SECTION 3. Where it is necessary to make up vacation schedules, supervisors shall normally do so in March or April of each year. Conflicts in choice vacation times which cannot be resolved by the employees involved shall be resolved by the supervisor in favor of the employee with the earliest service computation date. Reasonable efforts will be made to accommodate employees who desire leave for special occasions such as religious and other holidays, birthdays, and attendance at funerals.

SECTION 4. When leave has been requested and approved, the Agency will not cancel approval except to meet situations of urgent operating problems. When previously approved leave must be rescheduled, the

employee will be advised of the reason for the change as soon as practicable. Every effort shall be made to accommodate the employee to reschedule his/her leave. Excess scheduled annual leave forfeited by employees due to exigencies of the service, illness, or administrative error will be restored in accordance with government-wide regulations.

SECTION 5. Unscheduled absences are disruptive and will be avoided to the maximum extent possible. When an unscheduled absence cannot be avoided, the employee will report the absence as soon as possible, but not later than 2 hours following the start of the tour of duty involved. Each work center shall establish and maintain on a current basis procedures for reporting unscheduled absences which are simple, reasonable, and convenient, to the maximum extent practicable. Unscheduled absences shall be evaluated on a case-by-case basis and approval may be deferred until the employee returns to duty. Employees reporting they are too ill to work shall not be directed to report for duty.

SECTION 6. When advanced annual leave is approved, the maximum amount is the number of hours which will be accrued by the employee before the end of the leave year or for those employees serving under temporary appointments, that amount they will earn by the scheduled expiration date of their appointments.

ARTICLE 25

NEGOTIATIONS AND CONSULTATION

SECTION 1. The Activity will provide the Union adequate notice and an opportunity to negotiate any change to an established personnel policy or practice affecting working conditions.

SECTION 2. Negotiations and consultation may be conducted for all matters contained in this Agreement. In this regard and throughout, the term "consultation" unlike negotiation, means the mutual exchange and consideration of views, but does not require agreement.

SECTION 3. Services of the Federal Mediation and Conciliation Service will be used prior to invoking impasse procedures. Such services may also be used, where mutually agreeable, prior to arbitration.

ARTICLE 26

OVERTIME AND DIFFERENTIAL PAY

SECTION 1. Overtime, differential, hazardous, holiday premium pay, etc. shall be in accordance with laws and government-wide regulations.

SECTION 2. Overtime assignments to employees under a first level supervisor shall be made in a fair and equitable manner, as follows:

a. Except where the Union is provided specific notice otherwise, overtime work of a specific nature will be assigned to the employee(s) who normally perform that work during regular duty hours.

b. Overtime work of a general nature will be offered to employees on duty. Volunteers may be rejected when, in the determination of the supervisor, they are not qualified to perform it efficiently.

c. Supervisors shall maintain, on a calendar year basis, records of overtime worked. Employees with the least amount of overtime shall get first consideration as volunteers, and absent sufficient volunteers, first consideration for directed general overtime work. Employees who decline an overtime assignment will be charged the number of hours declined.

d. An employee will be relieved of an overtime assignment at his or her request when, in the determination of the supervisor, an acceptable substitute can be found or the work can be deferred to an alternative time.

SECTION 3. On call and standby overtime shall be paid in accordance with laws and government-wide regulations.

SECTION 4. The supervisor shall make reasonable efforts to schedule overtime assignments with sufficient advance notice to minimize disruption to an employee's personal life. Exceptions may occur due to unforeseen circumstances.

SECTION 5. Prior or projected leave usage shall not be a determining factor in overtime assignments. However, there is no obligation by the Activity to assign overtime to an employee who is not present on the date overtime assignments are made.

SECTION 6. During overtime assignments which extend beyond the normal eight hour day, affected employees so assigned shall be permitted to eat on the job while continuing to work.

ARTICLE 27

PARKING

SECTION 1. Parking spaces for the exclusive use of the Union will be negotiated by separate agreement at the request of either party.

SECTION 2. Current parking arrangements for unit employees shall not be changed without negotiating, as required by law and this agreement.

ARTICLE 28

PAY

SECTION 1. The issuance of an employee's pay at a time other than normal payroll processing is considered a special pay. Employees may request special pay to avoid compelling personal hardship. Requests will be honored in accordance with instructions of the servicing payroll agency.

SECTION 2. Electronic Funds Transfer (EFT) is the method of payment for salary and other payments. This is a condition of employment for new employees, those currently on EFT, and those accepting positions under the merit staffing program.

ARTICLE 29

PERFORMANCE APPRAISALS

SECTION 1. Performance appraisals will be in accordance with agency-wide and local activity directives. Local activity directives are subject to negotiation with the Union.

SECTION 2. Officers and stewards of the Union will be rated solely on the basis of how well they perform the duties and responsibilities of their officially assigned positions consistent with government regulations and case law of the Federal Labor Relations Authority.

ARTICLE 30

PERSONNEL RECORDS

SECTION 1. All official personnel records will be maintained in accordance with existing laws and regulations.

SECTION 2. Upon request, the employee and designated representative shall be permitted to review the employee's official personnel folder.

SECTION 3. Upon request, and without charge, the employee will be entitled to one photocopy of any document contained in the employee's personnel record.

ARTICLE 31

POSITION DESCRIPTIONS

SECTION 1. Position descriptions for each employee will be maintained in accordance with applicable laws and instructions. The position description contains the employee's assigned duties which are regular, recurring, and of substantial importance to the position.

SECTION 2. All employees are entitled to a copy of their position description upon request.

SECTION 3. Any employee who believes his or her assigned position description is in error, will consult the immediate supervisor before seeking Union intervention.

SECTION 4. The phrase "other duties as assigned" shall be construed to mean tasks that are related to the position and are of an incidental nature. This construction shall not be interpreted to limit the Activity's authority to assign work.

ARTICLE 32

PROMOTIONS AND MERIT STAFFING

SECTION 1. Selection for promotion to a position within the Unit shall be from among the best qualified persons available without discrimination for any reason such as age, race, sex, color, religion, national origin, lawful political affiliation, non-disqualifying physical handicap, marital status or other prohibited discriminatory factors.

SECTION 2. Except as permitted by law, sick leave and medical records will not be used for the purpose of rating candidates for promotional purposes.

SECTION 3. Interviews for positions within the unit and first level supervisory positions will be conducted during regular daily business hours and participating employees will be excused without charge to pay or leave.

SECTION 4. The Activity agrees to post announcements equitably throughout the activity.

SECTION 5. Non-selection for a position is not grievable under this agreement. However, upon request from the employee or the Union, the Activity will provide an explanation as to how the employee's rating and ranking were determined.

ARTICLE 33

REDUCTION IN FORCE, REORGANIZATIONS, AND TRANSFERS OF FUNCTIONS

SECTION 1. Where possible, the Union will be informed of any pending reduction in force, major reorganization, or transfer of a function into or out of the activity at least 90 days in advance of the proposed implementation date.

ARTICLE 34

SAFETY

SECTION 1. Employees shall not be required to work on or about moving machines or in areas where conditions that are unsafe or detrimental to health without proper precautions, protective equipment, and safety devices. Also any employee who is engaged in work which is clearly and unusually hazardous will not be permitted to work alone or beyond the call or observation of another employee unless specific circumstances make such unavoidable. Should an employee claim that a job to which they have been assigned is not safe or will endanger their health, their immediate supervisor shall inspect the job to ensure that it is safe before requiring the employee to carry out the work assignment. If any reasonable doubt regarding the safety of the job remains, the supervisor shall obtain advice from the Safety Coordinator before requiring the employee to proceed.

SECTION 2. The Activity will furnish personal protective equipment to employees when it determines that such equipment is necessary for the work to be done safely without charge or cost to the employee. With prior permission, employees may be allowed to retain such equipment, if it is not suitable for use by other employees when they no longer need it (i.e., eyeglasses, safety shoes, etc.) and such is allowable under law and regulation.

SECTION 3. Employees will report all accidents immediately, as required by existing regulations. Supervisors will comply with the current regulations and instructions concerning reporting of accidents and providing medical service to employees.

SECTION 4. In case of an injury or sickness, an employee will not be required to perform work until an appropriate medical authority determines that the employee is physically fit for such duties. An employee may be assigned to another job temporarily if his/her injury or illness is of a nature that incapacitates him/her from his/her regular job. An employee sent home or to a hospital will be furnished transportation by the Employer if in the opinion of the Employer's medical official his/her condition precludes travel by private or public transportation and there is no suitable alternative.

SECTION 5. In the course of performing their regularly assigned work, Union representatives are encouraged to observe unsafe practices, equipment, and conditions as well as environmental conditions in their immediate area which constitute industrial health hazards. If an unsafe or unhealthy condition is observed, the representative should report it to the cognizant, immediate supervisor. If the safety question is not settled by the representative and the immediate supervisor, the matter will be referred promptly to the Activity Safety Officer.

ARTICLE 35

SMOKING

SECTION 1. There shall be no smoking of tobacco products inside any building owned or operated by the Activity.

SECTION 2. Where appropriate, the Activity will provide Designated Smoking Areas. The Activity agrees to provide shelter from inclement weather as close as possible to the work areas.

ARTICLE 36

TEMPORARY PROMOTIONS

SECTION 1. Unit employees assigned to perform duties of an established higher grade position will be temporarily promoted in accordance with appropriate regulations. Such promotions may begin upon assignment.

SECTION 2. For positions where a register is not established, or merit promotion procedures are not required by government regulations, qualified volunteers will be sought from all eligibles in a specific work area concerned for temporary promotions. Selection will be made from volunteers considered having an appropriate background required for performing the duties of the temporary promotion.

SECTION 3. Temporary promotions will not be used to give an employee a promotional advantage.

ARTICLE 37

TRAINING

SECTION 1. The Activity shall make every reasonable effort to provide training identified on any individual development plan when such training is related to the employee's official job duties. In regard to training related to any individual development plan, the supervisor will provide necessary counseling and will schedule training.

SECTION 2. The Activity will pay approved job-related training expenses. Employees who are interested in pursuing courses of training or higher education at their own expense will not only be encouraged to do so, but they will be given full credit in personnel actions for relevant training and education.

SECTION 3. It is in the interests of both the Activity and the Union if Union officers and stewards are knowledgeable about applicable laws, regulations, and new developments pertaining thereto. Consequently, the labor-management partners will cooperate fully to fulfill this interest.

SECTION 4. Where training is given exclusively for preparing an individual for promotion or where special training is required for promotion, the recipients shall be selected on a competitive basis in accordance with the Activity Merit Staffing Program.

SECTION 5. When newly-graded positions requiring new techniques or abilities are established, the Activity will consider training interested qualified employees. The parties agree to stress to employees the need for self development and training to increase efficiency and output.

ARTICLE 38

TRAVEL/TEMPORARY DUTY

SECTION 1. Payment of per diem or actual expense allowances, as well as travel or transportation expenses, shall be in accordance with the provisions of the Department of Defense Joint Travel Regulations (JTR).

SECTION 2. To the maximum extent practicable, travel shall be scheduled to occur during an employee's regularly scheduled work hours. Overtime for time spent traveling shall be in accordance with statute and government-wide regulations.

ARTICLE 39

PUBLICATION/DURATION OF THE AGREEMENT

SECTION 1. After review and approval in its entirety by the Department of Defense and ratification in its entirety by the Union membership, the Activity will provide a copy of the Agreement and any amendment(s) thereto to each Unit employee employed by the Activity as soon as possible. As part of initial indoctrination, new employees within the Unit will be provided a copy of this agreement and be advised of the exclusive recognition and written agreement relationship between the Union and the Activity.

SECTION 2. Any amendments to this Agreement as agreed upon by the Parties shall be promptly reproduced by the Activity and distributed to all employees within the Unit.

SECTION 3. By mutual agreement, the Parties may negotiate mid-term changes to this Agreement. These changes will be documented as Memorandums of Understanding and be entered into the next publication of this agreement.

SECTION 4. This agreement will expire three years after the approval of the Department of Defense. Renegotiations may begin as early as 120 days prior to the expiration date.

APPENDIX A

Alternative Dispute Resolution and Alternative Discipline Options

For informational purposes, the following brief descriptions illustrate a variety of Alternative Dispute Resolution (ADR) techniques applicable to the resolution of grievances.

Peer Review Panels - This process allows an aggrieved employee's co-workers to participate in the dispute resolution process. A panel consisting of varying numbers of the employee's peers and disinterested agency officials acts as an arbitrator in the dispute. Decisions are generally made by majority vote and may be either binding or take the form of a recommendation.

Fact-Finding - A person or group, often with technical expertise related to the subject matter of the dispute, evaluates the matter and prepares a report establishing the "facts" of the case. Personal and telephone interviews, meetings, conferences and informal investigations are used by the fact-finder to gather information. The role of the fact-finder is solely to flesh out the facts underlying the dispute, not to address or resolve policy issues. The report of findings is then used as a basis for settlement negotiations. If no settlement is forthcoming, the report may be included in the investigative record.

Mediation - A neutral third party assists in negotiating agreements. The mediator does not render a decision. Any settlement reached through mediation must be achieved by the parties themselves. The mediator, however, takes an active role in the negotiations. Successful mediation depends, to a large extent, on the mediator's skill in defining the issues, encouraging communication between the parties, and offering options for settlement.

Alternative Discipline - There are a number of ways of dealing with disciplinary situations as exception to the formal, traditional process of progressive disciplinary action. One such option is a "Preliminary Contract" option.

Under this option the employee and supervisor and a representative from the servicing personnel office enter into a written agreement which sets forth the problem, actions to be taken by the supervisor, expectations for the employee, duration of the contract, consequences of failure to meet employee expectations, and the means for assessing whether or not the contract was fulfilled.

Using this method as an alternative to formal discipline requires, at a minimum, agreement by the employee, supervisor, and representative of the servicing personnel office and may also require concurrence by the respective representatives of those parties. The following is an example of a written "contract."

Sample Preliminary Contract

Supervisor: _____

Employee: _____

HRO Rep: _____

I. Identification of Problem

It is acknowledged that (employee) has a problem with recurrent tardiness. It is understood that (employee) has child care responsibilities and current transportation problems to contend with, and thus some time will be allowed for working out these problems. However, ultimately, the requirement for punctual attendance must be realized.

II. Actions to be Taken by Supervisor

(Supervisor) will provide (employee) with four weeks trial period within which he demonstrates improvement in the identified problem. Where (employee) is tardy, (supervisor) will meet with (employee) and provide an opportunity for (employee) to explain the delay. Where possible, (supervisor) will consider alternatives or ideas from (employee) to assist in remedying the problem. At the end of each week, (supervisor) will discuss with (employee) progress on the identified problem.

III. Expectations of the Employee

(Employee) will work to resolve any difficulties which hamper arrival at work on time on a regular basis. It is expected that the current pattern of frequent tardiness will be resolved by the end of the trial period. When reporting tardy during this period, (employee) will promptly report this fact to (supervisor), not the time of arrival, and explain the reasons for the late arrival.

IV. Duration of the Contract

Four weeks from the date of signature below.

V. Consequences for Failure to Meet Employee Expectations

Depending on (supervisor's) assessment of the situation, (supervisor) may elect one of two courses of action if (employee) does not resolve the identified problem within the specified time period: (a) take formal disciplinary action for subsequent unexcused tardiness under existing progressive disciplinary policy; or (b) decline to excuse any period of tardiness, leaving (employee) the option of taking personal annual leave for any period of tardiness or facing disciplinary action for unexcused tardiness. Consequence (a) may be invoked by (supervisor) if consequence (b) does not result in improvement of the problem.

VI. Contract Assessment Process

Assessment as to whether the identified problem is corrected or not will be made by (supervisor) at the end of the four-week trial period, taking into consideration the pattern of attendance exhibited by (employee) during this period.

Supervisor Signature/Date: _____


Employee Signature/Date: _____

HRO Representative Signature/Date: _____

Union Representative Signature/Date: _____

In witness whereof the parties hereto have entered into this agreement on this 29th day of May 1997. It being understood by both parties that the provisions herein are subject to approval by the Department of Defense.

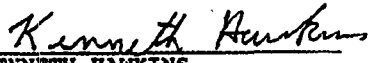
FOR THE UNION:



LARRY H. DOGGETTE
Chief Negotiator
President, Local 53




of MARY A. HINTON
Negotiator



KENNETH HAWKINS
Negotiator

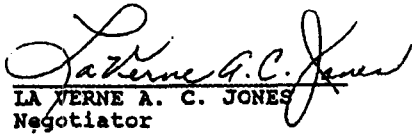
FOR THE EMPLOYER:



MARK A. YOUNG
CAPT, sc, USN
Commanding Officer
Fleet and Industrial Supply Center
Norfolk, Virginia



WILLIAM A. KINSLEY
Chief Negotiator



LA VERNE A. C. JONES
Negotiator

Approved by the Department of Defense on 6 June 1997 to be effective 6 June 1997.

MEMORANDUM OF AGREEMENT

The parties (AFGE Local 53 and FISC Norfolk) hereby agree that sections 9 and 10, article 20 (Grievance Processing) of their current collective bargaining agreement are replaced in their entirety by the following language for the duration of the agreement:

"Section 9. The following procedures will be used in processing grievances under this article:

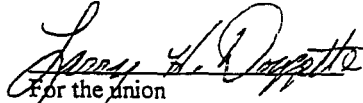
a. *Opportunity for departmental review and resolution.* An employee or union grievance will initially be presented to the department director (or detachment/annex director at such sites) in accordance with section 2 of this article to give him/her the opportunity to review, attempt to resolve, and respond to the matter. This period for attempted departmental resolution is 30 calendar days (unless the parties agree otherwise), within which the department director or his/her designee will meet with the employee and union representative to discuss the matter. The department's findings will be issued in writing if the matter is not resolved, and the employee or union can then elevate the grievance to the command level, as discussed in b below, if not satisfied with the outcome. If written departmental findings are not issued within 30 calendar days of filing, the employee or union can elevate the matter to the command review level, as covered in section b below, without awaiting the written departmental findings.

b. *Command review level.* Within 30 calendar days of receipt of the written departmental findings, the grievance may be filed with the Commanding Officer. The Commanding Officer may designate a "command deciding official" (CDO) who has not previously been personally involved in the specific matter being grieved. A meeting will be set up between the grievant/union and the CDO within 14 calendar days of filing (unless the parties mutually agree to an extension). A final written command decision will be issued by the CDO within 30 calendar days of the meeting (unless a mutual extension is granted). Section 10 governs the arbitration process hereafter.

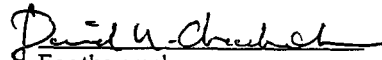
c. *Alternative dispute resolution (ADR) techniques.* At the departmental and command review levels, the parties will fully consider the use of ADR techniques as a means of possible resolution of the grievance. Appendix A to this agreement discusses some ADR methods. If the parties mutually agree that ADR attempts may be beneficial, they may agree to suspend further processing of the grievance for a specified period of time to allow for ADR usage. If satisfactory resolution by ADR is not obtained within this specified time, grievance processing resumes absent mutual agreement otherwise.

d. *Employer-initiated grievances.* Such will be filed with the President. The President or his/her designee will meet with the employer representative(s) within 14 calendar days (unless mutually agreed otherwise), and will issue a final union decision within 30 calendar days of this meeting (absent a mutual extension).

Section 10. *Arbitration.* Any written request for arbitration must be submitted to the employer or union within 30 calendar days of a final grievance decision. If the party advancing a timely request for arbitration desires the use of a "peer review panel" (reference Appendix A to this agreement) prior to final selection of an arbitrator, and the other party so agrees, the matter will be so handled. If the peer review panel decision is accepted by the parties, this resolves the grievance. If the decision is unfavorable to the requesting party, the matter will then continue on to arbitration."


For the union

7-22-98
Date


For the employer

7/29/98
Date

MEMORANDUM OF AGREEMENT

The parties (AFGE Local 53 and FISC Norfolk) hereby agree that sections 9 and 10, article 20 (Grievance Processing) of their current collective bargaining agreement are replaced in their entirety by the following language for the duration of the agreement:

“Section 9. The following procedures will be used in processing grievances under this article:

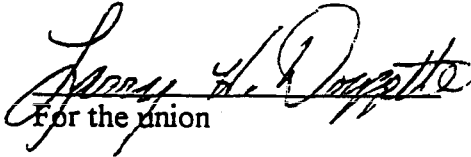
a. *Opportunity for departmental review and resolution.* An employee or union grievance will initially be presented to the department director (or detachment/annex director at such sites) in accordance with section 2 of this article to give him/her the opportunity to review, attempt to resolve, and respond to the matter. This period for attempted departmental resolution is 30 calendar days (unless the parties agree otherwise), within which the department director or his/her designee will meet with the employee and union representative to discuss the matter. The department's findings will be issued in writing if the matter is not resolved, and the employee or union can then elevate the grievance to the command level, as discussed in b below, if not satisfied with the outcome. If written departmental findings are not issued within 30 calendar days of filing, the employee or union can elevate the matter to the command review level, as covered in section b below, without awaiting the written departmental findings.

b. *Command review level.* Within 30 calendar days of receipt of the written departmental findings, the grievance may be filed with the Commanding Officer. The Commanding Officer may designate a “command deciding official” (CDO) who has not previously been personally involved in the specific matter being grieved. A meeting will be set up between the grievant/union and the CDO within 14 calendar days of filing (unless the parties mutually agree to an extension). A final written command decision will be issued by the CDO within 30 calendar days of the meeting (unless a mutual extension is granted). Section 10 governs the arbitration process hereafter.

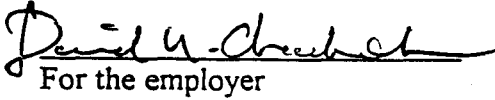
c. *Alternative dispute resolution (ADR) techniques.* At the departmental and command review levels, the parties will fully consider the use of ADR techniques as a means of possible resolution of the grievance. Appendix A to this agreement discusses some ADR methods. If the parties mutually agree that ADR attempts may be beneficial, they may agree to suspend further processing of the grievance for a specified period of time to allow for ADR usage. If satisfactory resolution by ADR is not obtained within this specified time, grievance processing resumes absent mutual agreement otherwise.

d. *Employer-initiated grievances.* Such will be filed with the President. The President or his/her designee will meet with the employer representative(s) within 14 calendar days (unless mutually agreed otherwise), and will issue a final union decision within 30 calendar days of this meeting (absent a mutual extension).

Section 10. *Arbitration.* Any written request for arbitration must be submitted to the employer or union within 30 calendar days of a final grievance decision. If the party advancing a timely request for arbitration desires the use of a "peer review panel" (reference Appendix A to this agreement) prior to final selection of an arbitrator, and the other party so agrees, the matter will be so handled. If the peer review panel decision is accepted by the parties, this resolves the grievance. If the decision is unfavorable to the requesting party, the matter will then continue on to arbitration."


For the union

7-22-98
Date


For the employer

7/29/98
Date

RANDUM

17 July 98

From: Code 23, FISC HRO
To: President, Local 53, AFGE

Subj: **REVISION TO NEGOTIATED GRIEVANCE PROCEDURE (NGP)**

Ref: (a) My memo to you of 9 July 98 (Subj: Revised Proposal On Negotiated Grievance Procedure)

Encl: (1) Revised proposed MOA

1. I received your response to ref (a) that a change in the time period for filing from 7 to 30 calendar days in section 9b of the initial proposed MOA would make it acceptable. I have made that change in encl (1).
2. If agreeable, pls contact me. Thanks.

R/


David Chadwick