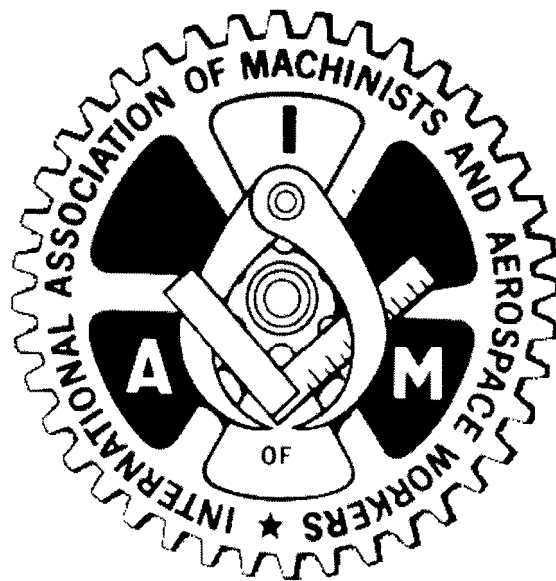


*Negotiated Agreement*  
*between*  
***FISC Norfolk***  
***Fleet and Industrial Supply Center, Norfolk***

**&**

***IAM&AW Local 97***  
***International Association of Machinists and***  
***Aerospace Workers***



*September 2006*

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**PREAMBLE**

Pursuant to the policy set forth in Public Law 95-454, the Civil Service Reform Act of 1978, hereinafter referred to as "the Reform Act", this agreement is made by and between the Fleet and Industrial Supply Center, Norfolk, Virginia, hereinafter referred to as the "Employer", and Local Lodge 97 of District Lodge 74, International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter referred to as the "Union". It is the intent and purpose of the parties hereto: to promote and improve the efficient administration of the Federal Service and the well-being of the employees within the meaning of the Reform Act; to establish a basic understanding relative to personnel policies and practices, and matters affecting the working conditions and other condition of employment; and to provide means for amicable discussion and adjustment of matters of mutual interest at the Fleet and Industrial Supply Center, Norfolk, Virginia.

**WITNESSETH**

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

Whereas it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the wellbeing of employees within the meaning of Title VII, Public Law 95-454, Civil Service Reform Act, (hereinafter referred to as the ACT), to establish a basic understanding, relative to personnel policies, practices and procedures and the matters affecting other conditions of employment, and to provide means for amicable discussion and adjustment to matters of mutual interest at the Fleet and Industrial Supply Center, Norfolk, Virginia.

Now, therefore, the parties hereto agree as follows:

## ARTICLE 1

### RECOGNITION OF EMPLOYEE GROUPS

**Section 1.** The Employer hereby recognizes that the Union is the exclusive representative of all employees in the Unit (as defined in Section 2 below), and the Union recognizes the responsibilities of representing the interests of all such employees with respect to grievances, personnel policies, practices and procedures or other matters affecting their general working conditions, subject to the express limitations set forth in Articles 2 and 3 below.

**Section 2.** The Unit to which this Agreement applies is composed of Wage Grade employees of the Fleet and Industrial Supply Center, Norfolk, Virginia, including its Annexes and Detachments, which are or may be included during the term of this Agreement with the approval of the Federal Labor Relation Authority. Excluded from the Unit are Management officials, General Schedule employees, Guard, professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity and supervisors as defined in the ACT.

**Section 3.** An employee is not authorized by the ACT to assist the Union or participate in its management or represent it if such activity could result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

**Section 4.** Nothing in this Agreement shall require an employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary written authorization by an employee for the payment of dues through payroll deductions. The provisions of this Section shall apply to all supplemental, implements, subsidiary or informal agreements between the parties.

## ARTICLE 2

### RIGHTS OF MANAGEMENT

Section 1. Nothing in this Agreement or Chapter 71 of Title 5, shall affect the authority of any Management official of the Employer.

(1) To determine the mission, budget, organization, number of employees, and internal security practices of the Employer and "(2) in accordance with applicable laws-

(A) to hire, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

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

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

- (i) among properly ranked and certified candidates for promotion; or
- (ii) any other appropriate source; and

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

**Section 2.** Nothing in this article shall preclude the Employer and the Union from negotiation:

(1) at the election of the Employer on the numbers, types and grades of employees or position assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

(2) Procedures which management officials of the Employer will observe in exercising any authority under this section, or

(3) Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials of the Employer.

**Section 3.** The provisions of the Articles shall apply to all supplemental, implementing, subsidiary or informal agreements between the parties. It is agreed that Management's rights herein expressed shall not be exercised in such a way as to violate the conditions and terms of any other provisions specifically set forth in this Agreement.

## ARTICLE 3

### THE AGREEMENT AND ITS RELATION TO LAW AND REGULATIONS

**Section 1.** In the Administration of all matters covered by this Agreement, officials of the Employer and the Union and Unit employees are governed by existing or future laws and regulations of the Federal Government, including policies set forth by published Department of Defense and Department of the Navy policies and regulations in existence at the time this Agreement is approved; and by subsequently published Department of Defense and Department of the Navy policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of controlling agreement at a higher Agency level.

**Section 2.** The requirements of Public Law 95-454 shall apply to all supplemental, implementing, subsidiary, or informal agreements between the parties.

**Section 3.** Any right or privilege negotiated in behalf of Unit employees shall not be denied to temporary, probationary, or excepted appointment employees unless expressly prohibited by rules, law, regulations or this Agreement.



## ARTICLE 4

### LABOR - MANAGEMENT COOPERATION

**Section 1.** It is agreed and understood that matters appropriate for consultation and negotiation between the parties are changes to policies, programs and procedures related to working conditions which are within the discretion of the Employer including, but not limited to, such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave promotion plans, demotions practices, pay practices, reduction in force practices, and hours of work. The term consultation as applied in this Agreement shall mean: any dialogue either oral or written between management and Union officials, on specific issues. Consultation unlike negotiations does not involve joint decision-making and the consultation process need not necessarily result in agreement between management officials and representatives of the Union. Meaningful consultation should, however, result in a careful definition of the matter or problem at issue and result in an objective exploration and consideration of the organization's views and suggestion thereon. However, this does not preclude the parties from reaching agreement on any matter discussed.

The General Chairman of Local Lodge 97 shall be the official point of contact for changes and consultation affecting FISC Bargaining Unit employees under this Agreement. Issues affecting only individual annexes, detachments, departments, divisions or branches may be taken up by union and management representative at those levels, but are subject to approval at the level of recognition, i.e. General Chairman and Director of Labor Relations. Final approval of agreements at lower organizational levels will be sought without unreasonable delay.

**Section 2.** It is the intent and desire of both parties to this Agreement that effective consultation between the representatives of both parties be utilized as a means of resolving all differences. Such consultation shall occur before, rather than after the fact, except when impossible due to an emergency situation. Therefore, the Employer and the Union having subscribed to the intent of this Section will encourage their respective representative and agents to seek mutually acceptable solutions at the lowest level possible, in a continuing effort to avoid formal complaints. Consultation shall commence, where appropriate, between the Steward and the immediate Supervisor, and when necessary, be processed through

each succeeding level of supervision. The parties will make earnest attempts to satisfactorily resolve appropriate matters of interest to Unit employees at the lowest possible Union/Employer representative level. Nothing in this Section is intended to preclude either party from having a reasonable number of representatives present at any meeting provided such representative can make a contribution towards promoting labor/management cooperation. In the event Management advises the Union of an intended action, it shall be the responsibility of the Union to request consultation if there is a desire for consultation. If no response is received, it will be assumed that the action is satisfactory and the matter will be considered closed. The same rules shall apply when the Union advises the Employer of intended action. Such a request shall be in writing and will include a statement of impact and any proposals.

Either party may request one informational meeting regarding a proposed change prior to submitting a statement of impact and proposals. Such meetings will be conducted within three (3) workdays of the notification of proposed change. Delays in conducting this meeting caused by the Union will not prevent the change from being implemented. All time limits may be extended by mutual agreement.

**Section 3.** It is agreed that if the Activity, unless prevented by an emergency situation, fails to consult before changing a policy, program, or procedure related to working conditions, future action in accordance with the new policy, program, or procedure will be stayed at the Union's written request for consultation of the matter.

**Section 4.** Either party shall have the right to challenge any unilateral changes made as a result of such a consultation meeting. It is agreed this section shall not be interpreted in such a way as to require the Employer to exceed the bounds of its legal authority and discretionary powers.

**Section 5.** Either the Activity or the Union, at the time of filling an Unfair Labor Practice (ULP) charge with the Federal Labor Relations Authority, will provide the other party with a copy of the charge. The parties agree to meet if requested by either party to discuss such change.

## ARTICLE 5

### EXISTING BENEFITS, PRACTICES AND UNDERSTANDINGS

**Section 1.** It is agreed that the Employer will consult with the Union before making changes to existing personnel benefits, practices and understandings affecting members of the unit, which have been authorized by the Employer, but which are not specifically covered by this Agreement.

**Section 2.** All privileges and benefits not specifically covered by this Agreement will be applied impartially to all similarly situated employees.

## ARTICLE 6

### DURATION AND CHANGE

**Section 1.** This Agreement as executed by the parties shall remain in full force and effect from a period of three (3) years from the date beginning on the fifteenth (15<sup>th</sup>) day following approval of the Agreement by the Department of Defense provided the Agreement has been ratified by the Union. The effective date will be officially promulgated in a directive issued by the Employer. Further, it is provided that this Agreement shall terminate at any time it is determined that the Union is no longer entitled to exclusive recognition under the ACT. On the request of either party, the parties shall meet to commence negotiations on a new Agreement on the ninetieth (90<sup>th</sup>) workday following the date if it should fall on other than a workday.

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

a. As recognized in Article 3, Section 2, amendments may be required because of changes made in applicable laws, regulations and policies emanating from higher authority. As the agreement shall at all times be applied subject to law, regulations and policies, it is agreed that the parties will meet within thirty (30) days after receipt of changes by either party for the purpose of negotiating new language that will meet the requirements of these changes. Such amendment(s) will be duly executed by the parties and will become effective on a day or dates agreed to by both parties.

b. It may be opened for amendment(s) by the mutual consent of both parties at any time after it has been in force and effect for at least six (6) months. Requests for such amendment(s) by either party must be written and must include a summary of the amendment(s) proposed. The parties shall meet within fourteen (14) calendar days after receipt of such notice to discuss the matter(s) involved in such request(s), they shall proceed to negotiate on amendments to same. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendment(s) as agreed to will be duly executed by the parties.

**Section 3.** Any amendments to this Agreement as agreed upon by the parties shall be promptly reproduced by the Employer and distributed to all employees within the Unit.

**Section 4.** No alteration, variation, waiver, or modification of any terms or conditions contained herein shall be made by any employee or group of employees with the Employer, unless made by designated representatives of the parties hereto, executed in writing, ratified by the Union membership and approved by the Department of Defense. However, interpretative understandings reached jointly by designated representatives of the Employer and of the Union need not be subject to approval and ratification as set forth above.

**Section 5.** The breach of any term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the term or condition breached.

## ARTICLE 7

### BASIC WORKWEEK

**Section 1.** The basic workweek will consist of five, eight-hour days. The regular hours of work for all employees shall not exceed eight hours a day, 40 hours a week. Except as hereinafter provided, the regularly established work shift of the basic workweek shall be from 0800 to 1630, Monday through Friday, with a 30 minute non-paid lunch period. The designated lunch period will normally be scheduled between the hours of 1130 and 1330, except in such situations, which may arise that are beyond the control of the Employer. Where lunch is delayed, the Employer may grant an employee's request to take lunch at the end of the shift by leaving early. Lunch will not be scheduled outside the window period unless requested by the employee.

**Section 2.** Basic workweeks and shifts other than those defined in Section 1 may be established in accordance with law and government-wide rules. In the event that it becomes necessary to establish or add a new workweek or shift, the Employer will advise the Union furnishing the reason therefore. Upon request to meet from the Union concerning the reasons for commencing/adding to a new workweek or shift, the Employer will schedule a meeting to consult with and to give full and fair consideration to the Union's views.

**Section 3.** When a change in the work shift or basic workweek is required, and known by the Employer in advance of the administrative workweek during which the change occurs, the Employer agrees to notify the affected employees of the Unit in advance of the change. The goal is 72 hours. The failure to provide the advance notification would not preclude a shift or workweek change.

**Section 4.** In staffing odd workweeks and shifts, the Employer will give first consideration to minimizing rotation of full-time permanent employees by using qualified temporary and part-time employees. Changes in full-time permanent employees' workweek and shifts will be made within the appropriate job classification in the branch responsible for the work operation. Changes will first be made from among qualified volunteers. Where the number of volunteers exceeds the number required, assignment will begin with the most senior employee by service computation date. Failing to receive the number of volunteers required, staffing will be accomplished by rotation in

alphabetical order of other qualified employees. Such rotation assignments will normally be for a 60-day period, unless the requirement for the workweek/shift ceases to exist. Volunteers who subsequently desire to change to another workweek/shift will be changed at the end of the rotation cycle provided the change does not conflict with other provisions of this section. Exceptions to the above procedure concerning strict rotation and assigning volunteers may be made for good and sufficient cause.

**Section 5.** Employees assigned to other than the regularly established work shift will be permitted to eat lunch on the job when it is possible to do so without stopping or interrupting the work. When this cannot be done, shifts will be extended to ensure an unpaid lunch period.

**Section 6.** All employees assigned shifts other than the regularly established work shift will receive the applicable shift differentials as required by regulations.

**Section 7.** When administrative excusal is authorized because of extreme weather conditions, breakdown of equipment, fires, floods, or other natural phenomena, all employees who report, or are scheduled to report to work and whose services are not specifically required, will be excused for the remainder of the work shift in accordance with applicable directives.

**Section 8.** The employer will maintain appropriate records as to assignments of employees within the unit in order to ensure compliance with this Article and such records will be available for review by the Union upon request.

**Section 9.** The employer may allow a reasonable amount of time at the end of the workday for work area and personal cleanup. No employee will be required to remain after his shift for purpose of cleaning up his designated work area, or stow tools and equipment without compensation.

## ARTICLE 8

### OVERTIME

**Section 1.** Overtime work shall be paid for at the appropriate overtime rates in accordance with current pay regulations. Overtime rates shall include any shift differential or additional pay to which the employee is entitled.

The Employer's right to determine overtime requirements includes the authority to cancel all or any portion of any planned or scheduled overtime.

No employee shall be required to work more than eight (8) hours in a workday without compensating such employee for hours worked in excess of eight hours in a workday at the existing overtime rate.

Employees shall be entitled to overtime only for overtime hours actually worked except in rare cases where it has been established management has clearly circumvented the provisions of this Article.

NOTE: This is not intended to apply to imbalances in overtime assignments that may occur due to continuity or qualifications. It is also recognized that it is the responsibility of the affected employee to bring the violation to the attention of the cognizant supervisor and the issue must be raised no later than the third (3rd) overtime rotation.

**Section 2.** The Employer agrees that overtime work will be distributed in an impartial manner among all employees within a section, shift and job rating. Section is defined to mean those employees assigned to a foreman. However, distribution of overtime may be made on a broader organizational basis. Should an employee receive a notice of unacceptable performance, management may bypass them for overtime assignment while under such notice. It is understood that some imbalance may occur within a section, shift and job rating. In this regard, the Employer agrees to continuously work toward correcting any imbalance.

An employee shall be considered qualified for overtime assignments if they are physically able to perform the job tasks and capable of completing the work assignment with minimal indoctrination and instruction. The Employer will maintain accurate overtime records of overtime worked and declined, and



post such records in a location where employees normally would congregate. Overtime records will be made available to the Union for inspection and copying, upon request.

**Section 3.** The following procedures will be used for assigning overtime (During emergency situations, the Employer may bypass these procedures. Should an emergency situation arise, the Union shall be informed of the facts as soon as practicable):

(a) Annually, in accordance with Section 2, an overtime log will be established to record the overtime hours worked and declined by each employee. Overtime declined shall be marked with a "D" next to the number of hours assigned in red.

(b) Subject to qualification and continuity, volunteers shall be initially sought. No employee will be charged (marked in red) overtime declined unless he/she receives at least 45 minutes advance notice. The employee in the job rating, shop and shift where the work is to be performed who has the lowest amount of overtime shall be asked to work, except at the beginning of each year when the overtime is assigned alphabetically to start the log. If an employee declines overtime, he/she will be recorded, in red, as working the overtime and the next lowest employee will be asked to work, etc. Should all Shop employees decline an assignment, the qualified employee with the lowest amount of overtime will be required to work, and the employees who declined will not be marked in red.

(c) Employees hired or transferred from one shop or work area to another shall be entered on the overtime records with the average amount of overtime of the employees within the shop he/she is transferred to.

(d) Employees on temporary loan to another shop or section for the day may be offered overtime connected to the shift if employees permanently assigned, as described in Section 2 of this Article, have declined. When the work cannot reasonably be interrupted, employees currently performing the work may be required to stay on overtime until they can be dismissed or relieved.

**Section 4.** Employees called in to work outside of and unconnected with their basic workweek shall be required to work a minimum of two (2) hours. In rare instances, if work is not available the supervisor may excuse the employee with pay for

the two (2) hours. Employees shall be informed when practicable of the expected duration of overtime assignment at the time it is offered. Employees shall be notified of overtime requirements as far in advance as can be reasonably expected in order to minimize adverse impact.

**Section 5.** Cognizant shop steward(s) shall be notified of all overtime as soon as practicable after the establishment of approved overtime requirements. In cases of call back overtime, the shop steward shall be notified as soon as practicable.

**Section 6.** Employees who do not report or call in within 60 minutes after the start of the overtime shift forfeit their right to work unless the work has not already been committed to the next eligible employee on the overtime roster.

## ARTICLE 9

### HOLIDAYS

**Section 1.** Eligible employees shall be entitled to all holidays now prescribed by law and any that may be later added by law and all holidays that may be designated by Executive Order. In the event that work is performed on a Holiday, the Employer agrees to notify the Union as far in advance as is possible of the reason why. Volunteers from among qualified employees within their trade shall be utilized to the maximum extent prior to requiring employees to work on Holidays. A log following the procedures outlined in Sections 2 and 3 of Article 8 will be maintained for assigning Holiday work.

**Section 2.** When a holiday falls on an employee's scheduled nonwork day, the employee will observe the preceding or following scheduled work day as an in-lieu-of holiday.

**Section 3.** Employees in a pay status shall receive eight (8) hours pay at their regular rate of basic pay, which includes night and environmental differential to which the employee is entitled in accordance with existing regulations on all days defined as holidays that they are not required to work.

**Section 4.** Employees working on a holiday within their basic workweek shall receive double their rate of basic pay, which includes night and environmental differential to which the employee is entitled in accordance with existing regulations for all hours not to exceed eight (8) hours worked on such holiday.

**Section 5.** An employee applying for leave on a workday which occurs on the employee's birthday or on a religious holiday associated with the religious faith of the employee will be granted such leave provided subject employee's absence will not interfere with the carrying out of the mission of the organizational element to which the employee is assigned.

## ARTICLE 10

### ANNUAL LEAVE

**Section 1.** Employees shall earn and accrue annual leave in accordance with applicable statutes. Employee shall request annual leave utilizing either SLDCADA electronic submission or hard copy Standard Form 71 (where computer access is not available) reasonably in advance from the first level supervision to whom they are permanently assigned. If the employee desires, he or she may submit two copies of the Application for Leave to the supervisor, one copy of which will be returned to the employee indicating approval or disapproval of the request. Such leave shall be granted subject to the workload requirements of the organizational element to which the employee is permanently assigned. When a request for annual leave has been denied, the employee will be promptly notified. Such notification will include the reasons for denial. When a request for use or lose annual leave has been denied, such notification will include reasons for denial along with information as to when the requested leave may be rescheduled so that the employee may apply for it and receive approval. Leave must not be denied or canceled for arbitrary or capricious reasons. Denial or cancellation of leave is not disciplinary and must not be used as a punitive measure.

**Section 2.** If requested to do so by the individual employees, the Employer will schedule annual leave for vacation purposes of one (1) week or more continuous duration for those employees who will have sufficient leave due and accrued for the purpose. Such request shall be submitted by the individual employee no later than 1 May of each calendar year. In the event a conflict as to choice vacation periods occurs, individual seniority computed on the basis of length of total Federal service for each group of employees reporting to a single, permanently assigned supervisor will be applied. To be eligible under this rule, an employee must have been on the Activity rolls prior to the start of the leave year being scheduled. Once an employee has made his/her selection, he/she shall not be permitted to arbitrarily change his/her selection if doing so would disturb the choice of another. Every reasonable attempt will be made to adhere to the established vacation schedule.

**Section 3.** No employee in the unit shall be required to take enforced leave solely to reduce annual leave balances.

**Section 4.** The Employer agrees that, during any period of shutdown of activities or reduced operations for vacation purposes, strong consideration will be given to providing work, if available, for employees not having annual leave to their credit. If work cannot be provided for such employees, the Employer may grant advance annual leave to such eligible employees to cover the period of shutdown, but such leave shall not exceed that which would be accrued during the remainder of the current leave year, or may grant leave without pay when requested by such employees for the period of shutdown or fraction thereof in accordance with applicable laws and regulations.

**Section 5.** The Employer will consult with the Union prior to scheduling of any planned shutdown or periods of reduced operations, affecting employees. Meetings for this purpose, if necessary, will be held between management and Union representatives as early as practicable, but normally not less than thirty (30) days prior to the planned shutdown or reduced operations. Every effort will be made to make information relating to the planned shutdowns or periods of reduced operations available to employees as early as practicable.

**Section 6.** Employees are required to notify their supervisor when unable to report to work due to personal emergencies as soon as practicable after the beginning of their scheduled work shift, normally within the first two (2) hours by telephone, voice mail, facsimile, or email to the immediate supervisor or, where impracticable to do either, notify by card, letter or telegram on the first day of the absence and verified by postmark or telegram date. When the employee reports, he/she shall furnish his/her name, shop designation, reason for the emergency absence and estimated duration. If the employee finds that he/she will be absent beyond the original estimated time, he/she shall notify the Activity again and give another estimated time. Such notification shall not in itself be justification of approval or disapproval of emergency leave. Upon return to duty, the approval of emergency leave will be considered on an individual case basis.

## ARTICLE 11

### SICK LEAVE

**Section 1.** Employees earn and are granted sick leave in accordance with applicable statutes and directives. Sick leave may be granted for: (a) Incapacitation for duty by sickness, off-the-job injury, on-the-job injury, pregnancy and confinement (b) medical, dental or optical examination or treatment, and (c) exposure to, or requirement to care for a family member with a contagious disease (i.e. a disease which is ruled as subject to quarantine, requires isolation of the patient, or requires restriction of movement by the patient for a specified period as prescribed by the health authorities having jurisdiction).

**Section 2.** Employees who are unable to report for duty because of sickness or injury are required to report their absence to the Employer promptly. Such notification will normally be done personally by telephone, voice mail, facsimile, or email to the immediate supervisor, general foreman, branch manager, division director (in that order where the immediate supervisor is unavailable). However, such notification shall not in itself be justification for approval or disapproval of sick leave. Absences shall normally be reported within the first two (2) work hours of the first day of the absence. The duty officer will be notified during other than normal duty hours and/or weekends where the immediate supervisor is not available. Notification of absence shall include the nature of the illness or injury and the employee's best estimate of a return to duty date. If an employee is so incapacitated that he/she cannot personally report the absence, then the employee's closest relative/relation may call for the employee. Employees are required to keep the Employer informed of the expected return to duty date if the absence continues beyond the original expected date. Such notification shall not in itself be justification for approval or disapproval of sick leave.

**Section 3.** Employees shall apply for sick leave utilizing either SLDCADA electronic submission or hard copy Standard Form 71 (where computer access is not available) to their immediate supervisor. The employee is responsible for completing the required information, as appropriate. The Certification of Physician or Practitioner is not normally required for absences of three (3) workdays or less, but may be required for longer absences, or in questionable circumstances (e.g. employee calls in sick on a day for which annual leave was previously denied). If medical certification is required because of questionable