

## ARTICLE 26

### UNION REPRESENTATION

**Section 1.** The Employer recognizes the Union as the exclusive collective bargaining agent for all employees covered by this Agreement. The Employer further recognizes the right of the Union to designate Stewards and Chief Stewards from among the employees of the unit. The Employer agrees to recognize the Stewards and Chief Stewards who have been designated by the Union in writing. The Employer and the Union agree that all meetings held shall be joint meetings with both parties having equal status.

**Section 2.** The Union agrees to provide the Employer in writing, and shall maintain with the Employer on a current basis, a complete list of all Union authorized representatives and the area(s) each is authorized to represent. No representative will be allowed to function as such until the above written notification has been received by the Human Resources Office, Fleet and Industrial Supply Center Satellite Office.

**Section 3.** The Employer agrees to recognize the officers and duly designated representatives of the Union and shall be kept advised in writing by the Union of the names of its officers and representatives.

**Section 4.** An employee who alleges that he/she has a grievance or complaint shall be allowed time to discuss his/her grievance or complaint with his/her designated Union representative, or when a conflict of interest exists between an employee and the designated steward, at the employee's request another steward/chief steward may be designated by the General Chairman. The designated Union representative will also be allowed time to investigate and process the employee's grievance. Such procedures may require discussion with other employee(s) within the bargaining unit and/or representative of the Employer in order to evaluate the facts and carry out the Union's responsibilities under the terms of this Agreement and the Federal Service Labor-Management Relations Statute.

After supervisory permission has been obtained, discussions between Union representative and employee shall normally be conducted at The employee's work site, provided the environment is conducive to reasonable privacy. If this is not the case, an alternate location which is mutually agreeable with the employee's supervisor and representative will be utilized. The

Chairman will ensure the Union office is used only for official Union representational functions and will guard against an excessive number of representatives performing the function at the same time. Further, the Union office is not to be used for employees to meet with any Union representative except in cases of preparation for third party proceedings (arbitration/unfair labor practices, and/or to meet with Union business representative). Occasionally, it may be necessary for the Chairman to request permission from an employee's supervisor to meet with the employee in the Union office. Such meetings are to be kept to a minimum and are for the purpose of the Chairman meeting exclusively with an employee regarding matters specifically relating to the terms of this Agreement.

**Section 5.** The Employer will recognize one (1) General Chairman of the Union Shop Committee. In the absence of the General Chairman from the Fleet and Industrial Supply Center or in his/her absence during arbitration proceedings, the Employer will recognize the Assistant Chairman. It is recognized that the General Chairman of the Union Shop Committee is responsible for assisting all representatives in fulfilling their obligations to the employees of the Unit and the Employer. It is to be understood, however, that this assistance will not be of a nature or extent that substitutes for or interferes with a proper and desirable relationship between appropriate supervisory personnel and Union representatives. In recognition that improvements in employee-management cooperation may be brought about through constructive activities on the part of the General Chairman, the Employer agrees to permit sufficient freedom of movement and availability of the General Chairman to fulfill this obligation to the employees of the Union and the Employer.

Prior to visiting any work area the General Chairman or representative not normally assigned to that work area will notify the Supervisor of the area before entry into that area.

All proper entrance and security procedures will be adhered to at all times. In this regard, the Union will cooperate with the Employer in ensuring that its representatives engage only in such activities as are authorized and the time used will be the minimum necessary to carry out the Union's responsibilities.

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 arrangement continues to be responsive to the interests of the parties.

**Section 6.** Recognized Union representatives will be free to execute their right to advance the best interests of and fully protect Unit employees and engage in activities set forth in the Agreement on behalf of the Union. No recognized Union representative will be restrained, coerced, intimidated or discriminated against because of activities on behalf of the Union, nor will any such representative be denied any right or privilege otherwise entitled to him/her because of his/her serving as a Union representative.

**Section 7.** Official Union activities of which it is appropriate to grant recognized Union representatives official government time to accomplish are: investigating, preparing, and presenting grievances; discussing with employees matters directly related to the work situation; meeting with Management officials of the Employer to discuss information of interest to employees, meeting to establish positions of the Union prior to consultation with representatives of the Employer; preparing comments for consideration by the Employer; preparing comments for consideration by the Employer in connection with new and revised personnel policy instructions of the Employer. Designated Union representatives will be granted official time to attend grievance hearings, Unfair Labor Practice hearings, Merit Systems Protection Board hearings and Arbitration hearings as representative or co-representative/technical advisor.

**Section 8.** Nonofficial Union activities concerned with organizing efforts and the internal management of the Union will be conducted by Union representatives only during nonwork time of the employees involved. These activities include solicitation of membership, collection of dues or other assessments, circulation of signatures on dues authorizations, campaigning for Union office, and distribution of literature.

**Section 9.** Union representatives will not be moved from their representational areas, workshifts or workweeks unless such movement is necessitated by workload considerations. In the event that it becomes necessary to change any Union representatives workshift, basic workweek, or location within designated area of representation, the Activity will give the representative concerned and the Union notice prior to the effective date of such change, unless precluded by workload

considerations, in order that the Union may be able to make appointments or other arrangements. Union representatives shall not be reassigned or transferred as reprisal for Union activities.

**Section 10.** When a Union representative has a need to stop work to perform representational duties authorized by this Agreement, written permission shall be obtained from his/her immediate supervisor, if available, or the next higher level supervisor, who is available. Written permission shall be documented on the accountability form agreed to by the parties. The supervisor shall make the form available upon request. The representative will be responsible for ensuring that complete documentation is provided on the form. Prior to leaving the work area the representative's name, original destination, subject of business, time out, and supervisor signature, will be placed on the form. Upon the representative's return to work, the "time in" shall be documented on the form and returned to the supervisor for his/her initial.

It is understood that workload requirements may place limitations on the amount of time a representative may be excused from the job to perform representational duties. The time limitation shall be documented on the accountability form. It is recognized that permission to leave the work area can be denied based on workload requirements. In such cases the supervisor and the representative will agree to an alternate time when the work situation will permit temporary absence from the job.

In no case will the Employer deny representational time as a form of harassment or reprisal.

The Union representative shall also contact the supervisor of the employee/grievant to ensure excusal from work is permissible. If the employee/grievant is unavailable at that time, the supervisor will advise the representative when the employee can be excused.

**Section 11.** In the interest of harmonious relations, the Union will guard against the use of excessive official time by its representatives in handling appropriate official Union activities. Any determination by the Employer that any Union representative is approaching the point where his or her use of official time for representational purposes would be excessive, he or she will be appropriately cautioned and the General Chairman of the Union notified. Both sides will strive to seek

an equitable settlement in these circumstances. If the point of excessive use is reached, the Employer shall exercise his/her right to withhold approval of official time for representational purposes.

**Section 12.** The parties recognize that official representation time is only appropriate for Unit business conducted on the Activity premises. Any official Union representational time which the Union feels would be appropriately authorized away from the Agency premises, must be approved on a case-by-case basis by the FISC Satellite Office, Human Resources Office, Labor/Employee Relations.

## ARTICLE 27

### GOVERNMENT OWNED FACILITIES, EQUIPMENT, VEHICLES, AND SERVICES

**Section 1.** The Activity will provide the General Chairman 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 desks, chairs, filing cabinets, telephone access (including a DSN line), and such other equipment and furnishing 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.

## ARTICLE 28

### DISCIPLINARY ACTIONS

**Section 1.** Disciplinary action is defined as a letter of reprimand or a suspension of fourteen (14) calendar days or less. An adverse action is defined as a removal, suspension of more than fourteen (14) calendar days, reduction in grade, reduction in pay, or furlough of thirty (30) calendar days or less. For purposes of this article both actions shall be governed by the procedures set forth below for disciplinary actions in general, except where clearly not applicable (e.g. investigation procedures in non-disciplinary actions such as informal warning, performance-based actions, reduction-in-force). Disciplinary actions shall be taken for just cause and will be in accordance with applicable regulations. A supervisor may choose not to take disciplinary action in favor of some form of informal written or verbal warning when the supervisor determines this alternative will accomplish the same purpose as a disciplinary action, that is, to correct the offending employee, maintain morale among other employees and to promote the efficiency of the service. Such informal warnings shall be in the presence of a Union representative if the supervisor and the employee agree. Such informal warnings shall be subject to challenge under the Negotiated Grievance Procedure at such time as they might be used or referred to in support of disciplinary action. In proposing an action, the Agency will consider the freshness of any warnings previously issued.

**Section 2.** The Employer agrees that an employee may request representation by a Union representative if during an investigation by a representative of management, the employee reasonably believes that disciplinary action may result. Notices to this effect will be posted on official bulletin boards throughout the activity and publicized annually. If Union representation is requested, the investigation will be stopped to allow Union representation which the Union will provide within reasonable time (normally within three (3) hours, except in cases where the nature of the situation will not permit such a delay).

Prior to questioning by a factfinding investigator, the employee and Union representative will be told the essence of the issues and be allowed a brief (not normally more than five (5) minutes) private meeting during which the Union representative may properly advise the employee. The represented employee will then respond to all questions.

Subsequently, the employee may also submit a written statement or other relevant documents if desired. As part of this written statement or other relevant documents if desired. As part of this written statement, the employee may note their objections to any of the questions asked during the investigation. This written statement shall be made part of the case file. The parties agree that giving false answers or refusing to cooperate with the investigation is a breach of the employment relationship.

Nothing in the Article shall be interpreted to apply to any routine dialogue between supervisor and employee regarding the timely and orderly accomplishment of day-to-day work. An employee who receives a notice of proposed suspension or adverse action shall have the right to representation by the Union. The Union shall automatically have the right to be present throughout the disciplinary proceedings unless the employee states in writing that he/she does not desire the Union's presence.

**Section 3.** To be effective, disciplinary actions should be timely. Therefore, it is the desire of both parties that, when determined warranted, disciplinary and adverse actions will be processed in an expeditious manner.

**Section 4.** Disciplinary action defined in Section 1 above may be appealed only through the parties' Negotiated Grievance Procedure and may only be self-represented or represented by the Union. Employees shall have at least ten (10) calendar days to answer any proposed disciplinary action. All information relied on in support of the proposed action will be made available to the employee and the representative to prepare a reply. The employee will receive a written decision at the earliest practicable time which permits careful and just consideration of all information offered in any reply. All information relied upon in support of the final action shall be made available to the employee and the Union representative in connection with any grievance.

**Section 5.** Adverse actions defined in Section 1 above may be appealed to the Merit Systems Protection Board or through the parties' Negotiated Grievance Procedure, but not both. Once a written appeal is initiated under either procedure, the election may not be changed. An employee is entitled to at least thirty (30) calendar days advance notice of an adverse action (unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, or



except for other reasons authorized by law or OPM regulations). An employee will normally be given at least ten (10) calendar days to reply and may be represented by the union in preparing and presenting an oral and written reply. All information relied on in support of the proposal will be made available to the employee and representative in order to make a reply. An employee will receive a written decision at the earliest practical date which permits fair and just consideration of all information submitted in any reply. The written decision will be issued prior to the effective date of the action. An employee who appeals an adverse action through the parties' Negotiated Grievance procedure may only be represented by the Union. An employee who appeals an adverse action to the Merit Systems Protection Board is entitled to representation of their choosing.

**Section 6.** Appeals of all disciplinary actions described in Section 1 of this Article can only be processed through the Negotiated Grievance Procedure, Article 29 and will be introduced at the appropriate next level above where the action was effected.

## ARTICLE 29

### GRIEVANCE PROCEDURE

**Section 1.** The purpose of this Article is to provide an **orderly** and sole procedure for processing grievances of the parties and unit employees except as specifically excluded in this Agreement. A grievance is a complaint concerning any matter relating to the employment of an employee; a complaint concerning the effect, interpretation, or misapplication of any law, rule, or regulation affecting conditions of employment. Within five (5) calendar days after which the grievance dispute arose, and when mutually agreed to by the Employer and the Union, informal alternative dispute resolution (ADR) processes may be utilized. If ADR does not result in a successful resolution of the grievance issue, the grievance procedures as outlined below will be invoked.

**Section 2.** Matters excluded from this grievance procedure are as follows:

- a. Any claimed violation of Subchapter III of Chapter 73 of Title 5, USC (relating to prohibited political activities).
- b. Retirement, life insurance, or health insurance.
- c. Suspension or removal under Section 7532 of Title 5, USC (relating 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. Any actions involving the separation of temporary, probationary (those with less than one (1) year of service), and intermittent employees. Note: This does not preclude the Union from discussing such separations with appropriate officials of the Employer.
- g. Letters of Caution or Admonishment or Oral Admonishment (unless cited in support of a formal disciplinary action).
- h. Nonselection from a certificate of properly rated and ranked candidates.

i. The granting or recommendation of, or failure to grant or recommend an employee performance or honorary award.

j. The determination of the critical performance objectives for an employee's position.

k. Appraisals other than annual ratings of record.

**Section 3.** Employees using this procedure will be represented by the Union or shall represent themselves. If an employee is presenting a grievance on his own behalf, the Union shall have the right to be present during the grievance proceedings. A grievance to be valid for processing under this Article shall be taken up with the employee's immediate supervisor, or in the case of a grievance by one of the parties, with appropriate representatives of the Union or the Employer, within fifteen (15) calendar days after the act or occurrence of the matter out of which the grievance arose. Grievances initiated after the fifteen (15) days time limit shall not be presented or considered at a later date except in cases where it is shown that the employee or complaining party could not reasonably have been aware of the action grieved.

In the case of appeal from suspension of fourteen (14) days or less, the matter must be appealed not later than fifteen (15) calendar days after the effective date of the action (first day of suspension). The Union may file grievances on behalf of affected employees. Grievances filed by the Union shall be filed by the Chairman of Lodge 97 or appropriate officer of the Union (Chief Steward, Steward or elected officer). When an employee is grieving a disciplinary action, the grievance will be taken up at the supervisory level above that of the supervisor taking the action. Time limits prescribed in this Section and Section 6, may be extended by the mutual consent of the Employer and the Union when either party presents good and sufficient reason.

**Section 4.** In presenting a grievance at any step of the grievance procedure, the grievance will be in writing on the mutually agreed upon grievance form. Either the aggrieved employee or his representative will inform the appropriate management official of the Employer that he is presenting a grievance for processing under this Negotiated Grievance procedure. The grievance shall include the principle Article(s) and Section(s) of this Agreement, or any applicable law, rule or regulation which he/she believes was not properly interpreted or applied by representatives of the Employer and a description of

the issues in sufficient detail so that they are understood by the parties.

**Section 5.** The Union and the Employer agree that when several employees have identical or similar grievances (where the remedies sought are identical), the Union will select one case for processing, under the grievance procedure. The employees will be advised that in processing one grievance for the group by the Union, the decision rendered by the Employer on the case selected will be binding on all involved. The names of all the employees involved in the procedure will be made a part of the record of the case selected for processing and when a decision is made on the grievance, each employee will be individually notified by the Employer.

**Section 6.** The following procedures will be followed in processing grievances under this Article:

Step 1. The grievance shall be submitted in writing on the grievance form to the appropriate supervisor, i.e., that official who took the action and has authority to grant the corrective action. The supervisor will meet with the employee and the appropriate steward, if considered necessary. The supervisor shall provide written answer to the grievance within five (5) calendar days. If a mutually acceptable agreement is reached, the matter will be closed.

Step 2. If no satisfactory settlement is reached, the grievance shall be submitted by the Union in writing on the grievance form within five (5) calendar days from the date of the decision at Step 1 to the head of the department involved. The department head or his designated representative, who will be an official no lower than Deputy Division Director, will review the case or may, along with an appropriate technical advisor and the management official who rendered the Step 1 decision meet and discuss the grievance with the aggrieved employee, the General Chairman of the Union, and the Chief Steward, and the Steward concerned (if the Steward was involved in the initial investigation of the grievance and will assist in resolving the matter), within five (5) calendar days after receiving the written grievance(s). Such other personnel having knowledge of the grievance and who may assist in resolving the matter may attend the meeting as witness. However, the witness' attendance will be limited to the time he/she is giving testimony. The Department Head or his designated representative, will render a written decision within five (5) calendar days after the meeting or receipt of grievance. If a

mutually acceptable agreement is reached, the matter will be closed.

Step 3. If no satisfactory settlement was reached at Step 2, the appropriate Union official may, within ten (10) calendar days of the Step 2 decision, submit a written grievance to the Commanding Officer. Within fifteen (15) calendar days of receipt of the grievance, the Commanding Officer or his designated representative, along with a technical advisor, will meet with the appropriate Union District representative and General Chairman or the Chief Steward and the aggrieved employee(s). Other personnel having direct knowledge of the matter out of which the grievance arose, may be called as witnesses to present relevant information. Multiple witnesses will not be called to provide duplicative information. The decision of the Commanding Officer or his designated representative will be rendered in writing as soon as possible, but in no event more than thirty (30) calendar days after the meeting and the matter will be closed. If the decision is not acceptable, arbitration may be pursued in accordance with Article 30.

**Section 7.** Employer grievances concerning the interpretation or application of provision of the agreement shall be submitted in writing to the Chairman of the Union. Such grievances are subject to the time limits for submission set forth in Section 3 and be introduced at and processed in accordance with Step 3 of the Grievance Procedure except the Union is the responding party. Any issue not resolved may be referred by the Employer to arbitration in accordance with Article 30.

**Section 8.** The Employer and the Union agree that all meetings held in conjunction with the grievance procedure outlined herein shall be on the Employer's premises unless mutually agreed otherwise and shall be joint meetings with both parties having equal status. The Employer will serve as the discussion leader but he/she will assume no other authoritative position. At Steps 2 and 3 of the above procedure, upon request of the Union, relevant employee witnesses may be called and such employees shall suffer no loss of pay for so serving. The Employer or his/her designated representative shall, upon request, produce pertinent payroll and other records insofar as permissible without violating law, regulations and Government policy for the purpose of substantiating the contentions or claims of the parties well in advance of the formal third step of the grievance procedure.

**Section 9.** Failure of the Employer to meet the time limits prescribed in the grievance procedure shall permit the employee or Union to move the grievance to the next step. Failure of the employee or the Union to meet the time limits prescribed shall constitute withdrawal and termination of the grievance. This section does not apply to mutually agreed upon delays by the parties.

**Section 10.** All grievance decisions shall be returned to the Union representative that moved the grievance to that step.

## ARTICLE 30

### ARBITRATION PROCEDURE

**Section 1.** If the parties hereto fail to reach a satisfactory settlement of any grievance processed in accordance with the Negotiated Grievance Procedure, such grievance may be referred to arbitration by either the Union or the Activity. A request for arbitration must be submitted in writing within thirty (30) calendar days after receipt of the decision at Step 3 of the Negotiated Grievance Procedure.

**Section 2.** Within five (5) calendar days from the date of receipt of the arbitration request the parties will jointly request the Federal Mediation and Conciliation Service to submit a list of five impartial persons qualified to act as arbitrators. The parties shall meet within five (5) calendar days after receipt of such list. The Union and the Activity will each strike one arbitrator's name from the list of five and shall then repeat this procedure. The remaining name will be the duly selected arbitrator.

**Section 3.** 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. 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 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. However, should one party desire a verbatim transcript of the arbitration proceedings, that party may arrange for such service at its own expense and shall receive all copies of such transcript. Further, should either party cancel the arbitration request, the canceling party shall pay any cost assessed by the arbitrator, unless mutually agreed otherwise.

**Section 4.** The arbitration hearing shall normally be held during the regular shift hours of the normal basic workweek. Employees of the Activity serving as Union representatives and necessary appellants and the 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 to annual eave. Those employees appearing as witnesses will be excused for only that

time they are required to testify and a reasonable amount of time travel to and from the hearing site.

**Section 5.** The arbitrator will be requested to render his award as quickly as possible but, in any event, no later than thirty (30) calendar days after the conclusion of the hearings and submission of post-hearing briefs, if appropriate. An arbitrator's award will not change, modify, alter, delete or add to the provisions of this Agreement. It is recognized that such right is the prerogative of the contracting parties only. The arbitrator's award shall be binding.

**Section 6.** Questions as to whether a matter is grievable/arbitration procedures in this agreement shall be referred as a threshold issue to the arbitrator for a bench decision, prior to the merits of the case. Normally, any rejection of a grievance on the ground that it is not a matter subject to the grievance procedure or is not subject to arbitration, shall be executed at Step 3 of the grievance procedure and shall be served upon the Union in writing. Exceptions to an arbitrator's award may be initiated by either party in accordance with the appropriate regulations.



## ARTICLE 31

### EQUAL EMPLOYMENT OPPORTUNITY

**Section 1.** The Employer and the Union mutually agree that each has a positive and distinct role in carrying out the concepts of equal employment opportunity irrespective of race, color, age, national origin, religion, or sex.

**Section 2.** In keeping with Section 1, above, the Employer 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.** The Union shall submit the names of two (2) persons who will be appointed to the Equal Employment Opportunity Committee. Nominees/appointees will be replaced for good and sufficient reason. Copies of any written committee reports concerning matters affecting Unit employees shall be provided to the Union upon request except as prohibited by the Privacy Act. If the committee requires the rotation of members, the Union will submit new names accordingly.

## ARTICLE 32

### BENEFICIAL SUGGESTIONS

**Section 1.** The Employer encourages all employees in the Unit to participate in the Incentive Awards and Cost Reduction Programs. It is the desire of the Employer that all Beneficial Suggestions and Cost Reduction ideas be processed in a timely and expeditious manner. In this regard, it is agreed that every reasonable effort will be made to process Beneficial Suggestions and Cost Reduction ideas in an expeditious manner.

It is further agreed that employees who encounter unreasonable or unwarranted delays in receiving a final determination on the adoption or rejection of a submitted Beneficial Suggestion or Cost Reduction idea, may take the matter up directly with the Business Support Department and shall have the right to be accompanied by a Union representative if he or she desires. The Employer agrees to notify the employee of the reasons for the delay if the final decision of the Beneficial Suggestion or Cost Reduction idea is not rendered within 90 days.

**Section 2.** Employees are encouraged to discuss prospective suggestions with their immediate supervisor, after they have been written and before they have been submitted to the Business Support Office+, who will aid them in insuring that the suggestion is sufficiently described for evaluation. When the submitted suggestion is signed by the suggester, the investigator will discuss it in the presence of the suggester's assigned work area. Rejection will be in writing and the suggester will be afforded an opportunity for a personal interview to ask questions and discuss the details of the rejection letter. Upon request the suggester may be accompanied by a Union representative, if he/she desires.

## ARTICLE 33

### BULLETIN BOARDS

**Section 1.** The Employer agrees to make available to the Union at least one third of the space on all Unofficial Bulletin Boards with space no less than (24x36"), and designate one bulletin board outside the Union office for the purpose of posting printed matter of concern to the Union.

**Section 2.** Notices concerning Union recreational and social activities, Union elections and appointments, results of elections and Union meetings may be posted by the cognizant Stewards or, in the absence of a Steward, by the Chief Steward concerned, without prior approval of the material by the HRO Norfolk, FISC Satellite Office provided they are limited to announcing only the purpose, date, time and place. A copy of all such notices will be furnished to the Site Manager of the HRO Norfolk, FISC Satellite Office, at least two workdays prior to posting. When the two-day notification is impractical, approval prior to posting will be obtained from the Site Manager by an appropriate means. All other information to be placed on the Bulletin Boards including the above referred to notices, if they contain information other than that outlined above, will be posted only by the mutual consent of the Union and the HRO Norfolk, FISC Satellite Office. No posting will contain material which violates any law or regulation. All costs that are incidental to the preparation of the materials will be borne by the Union.

**Section 3.** The Union is responsible for posting and removing approved material and for maintaining posted material in an orderly condition.

## ARTICLE 34

### PARKING

**Section 1.** Available parking areas will be designated for employees parking as close to assigned work areas as practicable. In this connection, appropriate representatives of the Employer and the Union shall periodically review alleged inequities in the utilization of available parking facilities. The Union may recommend to the Commanding Officer additional parking areas as the need arises, commensurate with the availability of space.

**Section 2.** A total of three (3) spaces mutually agreed upon by management and the Union, at Building W-143.

## ARTICLE 35

### VOLUNTARY ALLOTMENT FOR PAYMENT OF DUES

**Section 1.** The Employer will deduct Union dues from the pay of all employees who voluntarily authorize such deductions and who are employed within the Unit in accordance with the provisions set forth herein:

**Section 2.** Union dues (the regular periodic amounts required to maintain an employee in good standing in the Union) shall be deducted by the Employer from an employee's pay each pay period when the following conditions have been met:

a. The employee either is a member in good standing or has signed up for membership in the Union subject to the payment of his first month's dues through voluntary allotment.

b. The employee's net earnings after all legal and required deductions are sufficient to cover the entire amount of the allotment. No deduction shall be made when the salary is not sufficient to cover full withholding or when the employee is in a nonpay status for the entire pay period.

c. An authorized official of the Union has completed and signed Section A of Standard Form 1187 on behalf of the Union.

d. The completed SF Form 1187 has been received by the Payroll Office servicing the Employer no later than 12:00 noon on the last Thursday preceding the payroll period during which the initial deduction is made.

**Section 3.** The Union shall purchase and distribute to its members Standard Form 1187 "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues" during nonduty hours and shall certify on the form the current amount of the Union's regular dues to be deducted each biweekly pay period, and shall deliver completed forms to the Employer for completion of Section A thereon.

**Section 4.** The amount of the Union dues to be deducted each payroll period from the employee's salary shall remain unchanged until a notice of change in Union dues signed by the authorized official of the Union is received by the Payroll Section of the Employer.

**Section 5.** Any change in the amount of an employee's regular dues which results in a change in the amount of the allotment deduction of the employee shall become effective with the deduction made on the first payroll period after receipt of a notice of change by the Payroll Section of the Employer or at a later date if requested by the Union. Changes in the amount of the allotment by reason of changes in the amount of Union dues may not be made more frequently than once each twelve (12) months, measured from the date of the first change made by the Union.

**Section 6.** An employee's voluntary allotment for payment of his/her Union dues shall be terminated with the start of the first payroll period following the payroll period in which any of the following occur:

- a. Loss of exclusive recognition by the Union.
- b. Transfer of the employee to an organizational segment outside of the Union's recognized bargaining unit.
- c. Separation of the employee for any reason including death or retirement.
- d. Receipt by the Payroll Section of the Employer of a notice that the employee has been expelled or has ceased to be a member in good standing of the Union.
- e. Appointment to a supervisory position.

**Section 7.** An allotment for the deduction of an employee's Union dues may also be terminated by the Employee through submission to the Payroll Office of the Employer, an SF-1188 Cancellation of Payroll Deductions for Labor Organization Dues (or individual substitute). Any such allotment of dues may not be revoked until the deductions have been in effect for a period of one (1) year. Dues deductions which have been in effect for at least one (1) year may be terminated upon request of the employee during one revocation period per year. The employee's annual revocation period will be during the seven (7) calendar day period (exclusive of shutdown days) preceding the anniversary date of the employee's signing up for dues withholding. The SF-1188 Form is to be obtained from and turned in to the General Chairman. The SF-1188 may be hand delivered to the General Chairman or mailed by certified mail. Dues termination shall be effected as soon as possible after the anniversary date of the affected employee.

**Section 8.** The Union having members on voluntary allotment for their Union dues shall promptly notify the Payroll Section of the Employer in writing when any such member of the Union is expelled or for any reason ceases to be a member in good standing.

**Section 9.** The Employer through its Payroll Section shall transmit to the appropriate official of the Union (as designated by the Union) within five (5) workdays after each payday, all of the following:

a. A list which shall contain the name and employee number of each member of the Union on voluntary allotment in alphabetical order, and the amount of the deduction made for each such employee member. This list shall include the total amount of all such allotment deductions made for the members of the Union. This list shall also indicate those allotments which are terminated and those which lack sufficient fund for payment of Union dues.

b. A check drawn on the Treasury of the United States and made payable to the Local Lodge of the Union in an amount equal to the total of the allotment deduction made.

## ARTICLE 36

### SAFEGUARDING OF PROPERTY

**Section 1.** The parties recognize the importance of safeguarding the property owned by employees when such property is in the official custody or on the premises of the Employer. It shall be a matter of vital concern to both parties to make continuing efforts to protect and safeguard property of all employees.



## ARTICLE 37

### GENERAL PROVISIONS

**Section 1.** The Employer agrees, consistent with funding constraints, to provide all tools required by the Employer that employees use in the performance of work for the Employer. Employees are responsible for the safekeeping of tools while in their custody and their proper use to avoid breakage, damage, or loss. Further, the Employer as deemed appropriate may implement appropriate procedures for the issuance, accountability and replacement of tools.

**Section 2.** The Employer agrees that any employee in the Unit who contemplates retirement in the immediate future shall be afforded retirement counseling to ensure the interests of the employee are protected. Alternative retirement plans for which the employee is eligible shall be explained. Normally, any employee who contemplates retirement shall contact Benefits Line at 1-888-320-2917 for information and counseling.

**Section 3.** Unit employees will be advised who is designated as their first line supervisor, who will approve requests for leave and who will appraise their performance.

**Section 4.** It is understood that each employee shall be at his/her job site ready to work at the scheduled starting time of his/her shift and conclusion of his/her lunch period. If an employee is required by the Employer to perform any work or duty either before or after his regular shift hours, he shall be compensated at the appropriate rat of pay for such work or duty. It is further understood that if an employee is directed by the Employer to report at a designated location at a specified time prior to the scheduled start of his/her shift, such time will be considered compensable at the appropriate rate of pay.

**Section 5.** When a new system is added or new equipment installed, modernized, or improved on any job within the Unit, the Employer agrees to train all employees in the work area whose jobs are affected by the change in equipment or techniques and who are required to operate such systems and equipment.

**Section 6.** The Employer agrees to furnish the Union upon request, normally not more than once every six (6) months, a complete and up-to-date listing of all employees in the Unit. Such a listing shall include the name and occupational code of each employee. The Employer further agrees that immediate

supervisors will advise cognizant Stewards of the names of Unit employees being permanently transferred from the supervisor's jurisdiction. All Unit employees transferred or newly hired shall be introduced to their Shop Steward upon entrance to the Shop, by the Foreman.

**Section 7.** The Employer agrees that employees in the Unit will not be polled to determine their opinions or desires on personnel policies and practices, or other matters affecting their general working conditions without first advising the cognizant Union representative(s) of the intent to conduct the poll and the purpose of the poll.

**Section 8.** It is agreed that the term "Employer" wherever used in the Agreement in connection with required action, signifies the Commanding Officer or a designated representative. The normal point of contact for the Union on all matters pertaining to the administering of this agreement will be the General Chairman. The normal point of contact for the Employer on all matters pertaining to the administering of this Agreement will be the HRO Norfolk, FISC Satellite Office, Labor and Employee Relations.

**Section 9.** The parties agree with the principle that all employees shall be treated with dignity and respect in the work place. The Employer shall investigate instances of alleged violation of this principle and take appropriate corrective action where warranted.

**Section 10.** Personnel designated as ALPHA PERSONNEL shall be so informed in writing and shall be so designated and rotated in accordance with departmental instructions. At the conclusion of designation, these personnel shall be designated BRAVO PERSONNEL until their turn reoccurs to be rotated to ALPHA PERSONNEL. Rotations will be among employees assigned to an appropriate organization and shift. In some cases due to the qualifications of the employee, functions to be performed, or numbers assigned to an organization or a shift, rotation may be restricted or not practicable. The general intent is that necessary personnel be available to complete or perform necessary operations, all personnel not required for these operations will be released, and such assignments will be made in a reasonable and fair manner. ALPHA employees will be paid environmental differential in accordance with the activity directive negotiated by the Union and the Employer. The Employer will consider appropriate recognition for ALPHA employees who are called upon during adverse conditions.

**Section 11.** The Employer and the Union agree that every employee will be encouraged to work safely. However, if an employee should incur an on-the-job injury, the employee will report the injury immediately, when the employee is physically able to do so, to his/her immediate supervisor and fill out the employee's portion of the Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation (CA-1 Form) which will be provided by the Employer. It is recognized that the employee's portion of the CA-1 form informs the employee of his right to medical treatment as required by applicable law and regulations. The Employer's representative will complete the CA-1 form, verbally explain the employee's right to the employee, furnish a receipt copy to the employee, and forward such through appropriate channels to the Office of Workers' Compensation Programs. Further, the employee will be granted the necessary time to receive medical treatment, not to exceed eight (8) hours with no charge to his/her sick or annual leave in accordance with appropriate laws and regulations.

**Section 12.** The leave and earning statement (LES) for each employee is available at [www.donhr.navy.mil](http://www.donhr.navy.mil) (my pay) mailed to the nonwork address specified by the employee. All payments will be made by Electronic Funds Transfer (EFT), unless the employee has an exception allowed for by law.

The impact and implantation of any changes in the present payday system including changes as to which day pay will be distributed shall be bargained with the Union, as appropriate.

## ARTICLE 38


### PUBLICIZING THE AGREEMENT

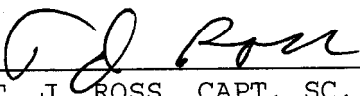
**Section 1.** As soon as practicable following approval of the Agreement by the Department of Defense, the Employer will reproduce this Agreement and distribute a copy to each employee in the Unit. On a monthly basis the HRO Norfolk, FISC Satellite Office will provide to the Union a list of new employees by name, title, series, grade and shop assigned.

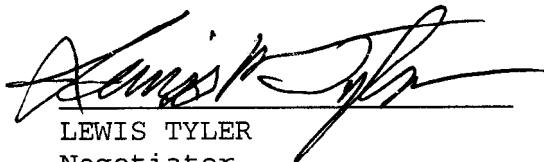
In Witness whereof, the parties hereto have entered into this agreement on 20 July 2006, it being understood by both parties that the provisions herein are subject to approval by the Department of the Navy.


**FOR THE UNION:**

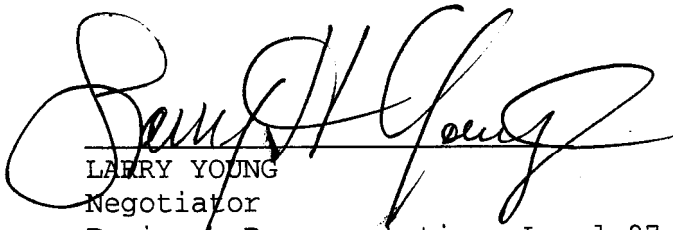
**FOR THE EMPLOYER:**


  
SEQUOIA JENKINS  
Chief Negotiator  
General Chairman, Lodge 97

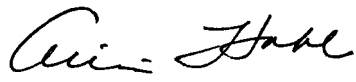
  
T. J. ROSS, CAPT, SC, USN  
Commanding Officer  
Fleet and Industrial Supply  
Center, Norfolk, VA

  
LEWIS TYLER  
Negotiator  
Chief Steward, Lodge 97

  
SIDNIA ETHERINGTON  
Executive Director  
Fleet and Industrial Supply  
Center, Norfolk, VA

  
LARRY YOUNG  
Negotiator  
Business Representative, Local 97

  
DAVID BALL  
Director, Business Support  
Fleet and Industrial Supply  
Center, Norfolk, VA

  
ALICIA HOHL  
Chief Negotiator

Approved by the Department of Defense on 8/25/06 to be effective  
9/4/2006.