

NEGOTIATED AGREEMENT

BETWEEN THE

NAVY PUBLISHING AND PRINTING

SERVICE DETACHMENT OFFICE

POINT MUGU, CALIFORNIA

AND THE

NATIONAL ASSOCIATION OF

GOVERNMENT EMPLOYEES

LOCAL R12-33

1 MARCH 1988

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NEGOTIATED AGREEMENT

This Agreement is made by and between the Navy Publishing and Printing Service Detachment Office, Point Mugu hereinafter referred to as "Employer" and Local R12-33, National Association of Government Employees, hereinafter referred to as "Union" or "Labor Organization", collectively referred to as "Parties".

PREAMBLE

In accordance with the Provisions of the Civil Service Reform Act of 1978, hereinafter referred to as "Act", and 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 of both Parties to promote, preserve and improve the efficient administration of the Federal Service and the well being of the employees within the meaning of the Act; to establish a basic understanding relative to personnel policies, practices and procedures and matters affecting working conditions, and to provide a means for amicable and reasonable discussion and adjustment of various matters of mutual interest at the Navy Publishing and Printing Service Detachment Office, Point Mugu, California.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1
RECOGNITION AND UNIT DESCRIPTION

SECTION 1. The Union is the exclusive representative of all the employees within the unit defined in Section 2, below. The Union recognizes its responsibility to represent the interest of all unit employees regardless of their organizational affiliation and membership with respect to grievances, personnel policies, practices, procedures, or other matters affecting general working conditions.

SECTION 2. The unit to which this Agreement applies is composed of: all permanent, non-supervisory employees of the Navy Publishing and Printing Service Detachment Office, Point Mugu (including the Point Mugu and CBC Plants). Excluded from the unit are managers, supervisors, professional employees, and persons performing Federal personnel work except in a purely clerical capacity. Subsequent references herein to "Employees" shall be understood to apply only to those employees within the recognized unit.

SECTION 3. The Employer will provide a copy of this Agreement to each unit employee.

ARTICLE 2
PROVISIONS OF LAW AND REGULATIONS

SECTION 1. The Parties agree that the administration of all matters covered by the agreement will be governed by:

- (a) existing or future laws;
- (b) existing Government-wide rules and regulations;
- (c) existing agency rules or regulations in accordance with the law; and
- (d) future Government-wide or agency rules or regulations which are in accordance with law and do not otherwise conflict with the terms of this agreement.

ARTICLE 3
MATTERS APPROPRIATE FOR DISCUS-
SIONS AND NEGOTIATIONS

SECTION 1. The Employer will give the Union an opportunity to negotiate with respect to personnel policies, practices, or matters affecting working conditions in accordance with the Act.

SECTION 2. Prior to implementing or making changes in personnel policies, practices, or matters affecting working conditions of employees in the unit, the Employer will provide to the Union a copy of the proposed new policy or change. The Union will have five (5) work days from the date of delivery of the proposal to request negotiations. If within five (5) work days the Union has not requested negotiations or has indicated negotiations will not be requested, the Employer may implement the new policy or change.

SECTION 3. Should a dispute between the Parties occur over the negotiability of a matter, either Party may request a determination be made in accordance with the Act.

SECTION 4. Meetings may be held as the need arises and/or as mutually agreed by the Parties, between representatives of the Employer and the Union to discuss personnel policies and practices and other matters affecting working conditions of the unit employees and any questions which may arise concerning the interpretation and application of this Agreement.

SECTION 5. The Parties recognize that a free flow of information is necessary to resolve issues at the lowest possible level and agree to encourage open discussion between appropriate Union representative and first line supervisors for that purpose.

ARTICLE 4
RIGHTS AND RESPONSIBILITIES OF THE
EMPLOYER

SECTION 1. The Employer retains the responsibility and rights of management in accordance with applicable laws and regulations which include:

- (a) To determine the mission, budget, organization, number of employees and internal security practices of the Employer; and
- (b) In accordance with applicable laws:
 - (1) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary actions against such employees;
 - (2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Employer operations shall be conducted;
 - (3) with respect to filling positions, to make selections for appointments from:
 - (a) Among 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 Employer's mission during emergencies.

SECTION 2. Nothing in this Article will preclude the Employer and the Union from negotiating.

- (a) At the election of the Employer, on the number, types, and grades of employees or positions assigned to any organizational sub-division, work project or tour of duty, or the technology, methods and means of performing work.

- (b) Procedures which officials of the Employer will observe in exercising any authority under this article; or
- (c) Appropriate arrangements for employees adversely affected by the exercise of any authority under this article by such officials.

SECTION 3. The Employer will annually inform all employees in writing of their rights to representation under Article VI, Section 2.b, (1) and (2) of this agreement (Weingarten Right).

ARTICLE 5 **RIGHTS OF EMPLOYEES**

SECTION 1. Each employee will have the right to form, join or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal. Each employee will be protected in the exercise of such rights. Each member of the unit will have the right:

- (a) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to the heads of Agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and
- (b) to engage in collective bargaining with respect to condition of employment through representatives chosen by the employees of the unit.

SECTION 2. The terms of this Agreement do not preclude any employee from bringing work related matters of personal concern to appropriate officials of the Employer, normally by the chain of command, and to engage in discussion with management officials, with or without the presence of a representative from the Union.

SECTION 3. An employee covered by this Agreement has the right to have both the Employer and Union apply all provisions of this Agreement fairly, equitably and without discrimination.

SECTION 4. An employee, or a representative of the Union who has been authorized in writing by the employee, may review the contents of the employee's personnel folder. Such review is subject to the provisions established by law and Government wide rules and regulations.

SECTION 5. Nothing in this Agreement will require an employee to become or remain a member of the Union, or to pay money to the Union except pursuant to a voluntary written authorization by the employee for payment of dues through payroll deductions.

ARTICLE 6
RIGHTS AND RESPONSIBILITIES OF THE
UNION

SECTION 1. The Union is the exclusive representative of the employees in the bargaining unit and is entitled to act for and negotiate collective bargaining agreements covering all employees in the unit. The Union is responsible for representing the interest of all employees in the unit without discrimination and without regard to labor organization membership.

SECTION 2. The Union will be given the opportunity to be represented at:

- (a) any formal discussion between one or more representatives of management and one or more employees of the unit or their representatives concerning any grievance or any personnel policy or practice, or other general condition of employment;
- (b) any examination of an employee in the unit by a representative of the Employer in connection with an investigation if;
 - (1) the employee reasonably believes that the examination may result in disciplinary action against the employee, and
 - (2) the employee requests representation.

SECTION 3. The Union has the right to post Union notices of meetings and other appropriate material on designated bulletin boards subject to its prior review by the employer.

SECTION 4. Union representatives will be granted reasonable and necessary official time for negotiations, arbitration and representational duties consistent with this Agreement and the Law.

ARTICLE 7 **UNION REPRESENTATION**

SECTION 1. The Employer agrees to recognize duly designated Union officers and two stewards. The Union will provide to the Employer a current list of all elected officers and authorized stewards.

SECTION 2. Those activities concerned with the internal management of the Union or membership meetings, such as solicitation of membership, collection of dues, campaigning for Union offices and distribution of literature, will be conducted outside of working hours.

SECTION 3. Appropriate Union officials must request permission from their immediate supervisor in advance to leave their work site for the purpose of conducting labor management business, indicating the nature of the business to be transacted (e.g., grievance, hearing, appeal, appointment with management officials, etc.), destination/location of the area to be visited, and the anticipated time of return. If contact with a unit employee is necessary, permission must be obtained from the supervisor of the employee to be contacted. If the supervisor denies such request due to workload considerations, the supervisor will provide the representative with an alternative date and time of when they may be released. Union representatives will inform their immediate supervisor as soon as they return to their work site. Union representatives will, whenever practical, attempt to obtain information and answer questions by telephone. In all cases, Union representation duties will be conducted promptly.

SECTION 4. Negotiations and discussions between management officials and the Union will normally be conducted during regular working hours.

SECTION 5. Official time may be granted to each Union representative to attend Union endorsed labor/management training not to exceed sixteen (16) hours annually, provided the subject matter of such training is of mutual benefit to the Detachment Office and to the representative. Advance notice is required and approval must be obtained from the Director, NPPSDO.

SECTION 6. The Employer agrees that national representatives of the National Association of Government Employees will be permitted to visit Union officials at reasonable times and on appropriate business, subject to applicable security regulations. The Union agrees to notify the Employer in advance of intended visits with the Employer and/or Union officials to specify the purpose thereof.

SECTION 7. No Union officer or duly designated steward will be reassigned from their current shift or work center without advising the Union. This requirement will not apply to actions necessary to satisfy work requirements of three (3) days or less or in cases of emergency.

ARTICLE 8

GRIEVANCE PROCEDURES

SECTION 1. This Article establishes the exclusive procedure available to the employees in the unit, the Union, and the Employer for resolving all grievances which fall within its scope. The scope of this grievance procedure will include any matter relating to employment of employees excluding EEO complaints, non-selection for promotion from a group of properly certified candidates, and that which is prohibited by the Act. Grievances prohibited by the Act include:

- (a) prohibited political activities,
- (b) retirement, life and health insurance,
- (c) a suspension or removal affected in the interest of national security,

(d) any examination, certification or appointment,
or

(e) the classification of any position which does not result in the reduction in grade or pay of an employee.

SECTION 2. Except where contrary to law and limited by the exclusions above in Section 1, the following types of grievances may be presented and processed by:

(a) an employee in that employee's own behalf,

(b) an employee with representation,

(c) any group of employees,

(d) the Union in its own behalf; and

(e) the Employer.

SECTION 3. Any employee or group of employees in the unit may present a grievance to the Employer and have it adjusted as long as the adjustment is consistent with the terms of this agreement and the exclusive representative has been given the opportunity to be present at the adjustment throughout the grievance proceeding. Employee grievances (a, b, c) will be processed beginning with Step 1, Union grievances will be processed beginning at Step 3, and Employer grievances be filed in writing with the Local Union President.

SECTION 4. Employees using this procedure may be represented by the Union as provided in steps 1, 2, and 3 of this Section. The following procedure will apply in processing grievances.

Step 1. An employee with a grievance will first inform the immediate supervisor, first level of authority in the chain of command, of the nature of the grievance. At this step, the grievance is informal and not in writing. The grievant may present the grievance alone or with a union representative. The informal grievance must be addressed within fifteen (15) workdays after the grievant is aggrieved or becomes aware of a grievable situation. An inquiry into the matter will be made by the Employer. The grievant and the Union representative, if any, will be

informed of the findings within seven (7) workdays from the date upon which the grievant presented the grievance.

Step 2. If the grievant is dissatisfied with the solution arrived at through Step 1, the grievant may present the grievance in writing to the next level of authority in the chain of command within five (5) workdays. The written grievance will contain: (a) identity of the grievant; (b) specific nature of the grievance; (c) the corrective action desired; and (d) the identity of the representative, if any. This official will meet with the grievant and the representative (if one has been designated) within five (5) workdays from the date the grievance is received. Other employees having direct knowledge or information bearing on the grievance may be interviewed by the parties during this meeting. This official will then give a written decision of the grievance to the grievant within five (5) workdays after the closing of the grievance meeting.

Step 3. If the grievance is not satisfactorily resolved at Step 2, the grievant may refer the written grievance to the Director within five (5) workdays after receipt of the Step 2 decision. The Director or his designated representative will consider the merits of the grievance and, within ten (10) workdays after receipt of the grievance, render a written decision on the matter to the employee. If the Union is dissatisfied with the decision of the Director, the Union may pursue the matter to Arbitration in accordance with Article 9 of this Agreement.

SECTION 5. The time limits in this article may be extended by agreement between the Union and the Employer. A grievant may withdraw the grievance at any time. Failure of the Employer to observe the time limits for any step in the grievance procedure will entitle the grievant to present the grievance to the next step. Failure of the grievant or the representative to observe the time limits for any step in the grievance procedure will entitle the Employer to reject the grievance for being untimely.

SECTION 6. Except group grievances, if the grievant(s) resigns, dies, or is separated from the unit by any action other than removal before a decision is

reached on the grievance, and no compensation issue is involved, action will be stopped and all interested Parties will be notified that because of the separation, the case is being closed without decision. The Union reserves the right to pursue any grievance that is in the common good for other employees of the unit.

SECTION 7. The grievant, the Union representatives, and any employee called as a witness in grievance procedures will be granted official time to the extent necessary to participate in the proceedings.

SECTION 8. A grievance may be initiated by the Union or the employer concerning a dispute over the interpretation and application of this Agreement or published policy and regulations. To receive consideration, the grievance must be submitted in writing to the President of the Union or the Director, as applicable, within fifteen (15) workdays after the Act or occurrence which gave rise to the dispute. If the matter is not satisfactorily resolved within fifteen (15) workdays, arbitration may be invoked.

ARTICLE 9 **ARBITRATION**

SECTION 1. Arbitration may be invoked only by the Union or the Employer. Within thirty (30) work days: (a) after receipt of the Step 3 decision or (b) from the last day allowed for the rendering of the Step 3 decision, the Party invoking arbitration will notify the other Party of the intent to have the matter resolved through arbitration. Representatives of the Parties may meet and attempt to resolve the disputed issue(s), including questions of grievability and arbitrability, at any mutually agreed upon time(s) prior to the arbitration hearing. The representatives may also attempt to resolve matters of stipulation(s) and joint submission(s) including material fact(s) and the Parties' position with respect to the grievance and may make submission(s) to the Arbitrator within ten (10) work days prior to the arbitration hearing. If the Parties are unable to reach agreement upon any submission(s), each Party may make its own submission(s) and will pro-

vide the other Party a copy thereof. Service, if any, to the Arbitrator or the other Party will be made personally or by registered mail, return receipt requested.

SECTION 2. If the matter remains unresolved, either party may request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. The Parties will meet within (5) workdays after receipt of such list. The Parties will alternately strike an arbitrator's name from the list of seven (7) until one name remains, who will be the duly selected arbitrator. The first Party to strike a name will be decided by the flip of a coin.

SECTION 3. The arbitration fee and any additional expenses, including travel and subsistence, will be shared equally by the Parties.

SECTION 4. The arbitration hearing will be held, if possible on the Employer's premises and during the regular day shift hours. The Union representative, the grievant, or any employee called as a witness will be granted official time to the extent necessary to participate in the official proceedings.

SECTION 5. The arbitrator will be requested to render a decision within thirty (30) calendar days following the conclusion of the hearing.

SECTION 6. The arbitrator's decision is binding on the Parties; however, either Party may file an exception to the decision with the Federal Labor Relations Authority in accordance with the Act.

SECTION 7. The arbitrator will not change, modify, alter, delete or add to the provision of this Agreement. Such right is the prerogative of the Parties only.

ARTICLE 10

EMPLOYER-UNION-MEETINGS

SECTION 1. The Employer encourages Union representatives to meet with those management officials designated by the Employer to discuss personnel policies and practices of the Employer or matters affecting working conditions of the Unit employees. Such meetings will be held by mutual agreement.

SECTION 2. The Parties agree that in addition to the meetings mentioned in Section 1 above, the heads of departments and/or their designated representatives will meet with the officers of the Union as need arises to discuss matters of common interest, with a view to establishing and maintaining labor management cooperation between the Employer and the Union.

ARTICLE 11 **INFORMAL DISCUSSION**

SECTION 1. Employees and supervisors are encouraged to carry out informal discussions with each other. Such discussions, may include but are not limited to matters of personal concern to the employee, technical aspects of the employee's job, and minor performance problems. Nothing in this article nor this Agreement will prevent the employee from exercising the rights contained herein concerning formal discussions and/or representation.

ARTICLE 12 **PERSONNEL POLICIES**

SECTION 1. The Employer agrees earned sick leave may be used by employees for bonafide instances of illness, incapacitation or doctor's appointment. No reference will be made on a performance appraisal, except where it is known that used sick leave has materially affected the employee's ability to perform their job task.

SECTION 2. An employee will be provided, upon request, a copy of any materials placed in their personnel file as entitled under the Federal Personnel Manual (FPM).

SECTION 3. Material having a specified time limit for retention in an employee's personnel jacket will be removed and disposed of in the manner provided in the FPM.

ARTICLE 13
EQUAL EMPLOYMENT OPPORTUNITY
PROGRAM

SECTION 1. The Union and the Employer recognize the necessity for an Equal Employment Opportunity Program. The Parties affirm the President's policy on Equal Employment Opportunity and agree to actively support and pursue those objectives.

ARTICLE 14
REDUCTION-IN-FORCE

SECTION 1. Applicable laws and regulations will govern reduction-in-force actions.

SECTION 2. The Employer agrees to notify the Union when it is determined that reduction-in-force within the unit is necessary. The Employer agrees to provide the Union with the names and the number of affected employees in the competitive levels involved, the retention register and details as to how such employees were selected when such information becomes available from the servicing CPO.

SECTION 3. During periods of reduction-in-force, the Union agrees to cooperate with the Employer in communicating to employees the reason for the reduction.

SECTION 4. Any career or career conditional employee who is separated as a result of reduction-in-force, and who has not declined placement equal in grade to the position held, will be placed on the Re-employment Priority List, and such employee will be given preference for re-employment in accordance with applicable regulations.

SECTION 5. The Employer will counsel eligible employees on retirement options available during the notice period and before the effective date of the reduction-in-force.

ARTICLE 15

POSITION DESCRIPTION

SECTION 1. The Employer will be responsible for the accuracy and completeness of an employee's position description. The employee may prepare a draft of the position description.

SECTION 2. Employees may request supervisors to review the duties and description of their position for content, title, series and grade when the employee believes the position description is not in agreement with duties assigned and performed.

SECTION 3. Where a determination has been made that a position description does not reflect current duties and responsibilities, the Employer will take corrective action promptly to ensure that the position description accurately reflects the duties and responsibilities of the position.

SECTION 4. Where a disagreement exists, an employee may be represented or assisted by a Union representative in discussing:

- (a) Any primary duty assignment that is not in agreement with the employee's position description,
- (b) While reviewing classification standards used to evaluate the employee's duties, or
- (c) In pursuing an appeal.

SECTION 5. The employee may obtain from the Civilian Personnel Office information relative to classification appeals and the regulatory procedures. The employee may be accompanied by a Union representative. The Employer assures the employee of the right to appeal the correctness of the position classification action without restraint, prejudice, or reprisal.

ARTICLE 16
PROMOTIONS AND DETAILS

SECTION 1. Selections for promotion will be made from the best qualified applicants.

SECTION 2. An employee appeal or complaint concerning prohibited personnel practices under the Act relating to Merit Promotion violations, ranking and/or qualification determinations will be processed in accordance with the contract grievance procedures or the statutory procedure, but not both.

SECTION 3. Proposed changes to the Merit Promotion Plan will be subject to provisions of Article III, Sections 1, 2, and 3 of this agreement.

SECTION 4. The Employer will maintain, in a central location, a copy of vacancy announcements made available to NPPSDO for review by employees.

SECTION 5. The Employer agrees to provide advice and guidance to employees for improving work related skills.

SECTION 6. An employee's use of approved annual or sick leave will not be a factor in evaluation and selection for promotion, except where such leave record would materially affect the employee's ability to perform the job effectively.

SECTION 7. The selectee will be notified as soon as possible after selection has been made.

SECTION 8. Factors of age, sex, race, color, creed, national origin, religion, political affiliation, or labor organization affiliation will not be considered in the selection process.

SECTION 9. When the employer designates an employee to assume temporarily the duties of a higher grade level position for a period of two (2) consecutive weeks or more, and that employee has the qualifications for the higher grade level position, such action will be accomplished by a temporary promotion. Competitive promotion proceedings shall be used if a temporary promotion will last more than 120 days.

ARTICLE 17

PERFORMANCE APPRAISALS

SECTION 1. All employees performance will be appraised against established standards set forth in accordance with current regulations.

SECTION 2. The Employer agrees that performance evaluations and ratings will be based on identified performance elements and standards established by the supervisor for the position occupied by the employee.

SECTION 3. An employee's signature, after review of the performance evaluation, indicates that he or she has reviewed the performance rating and appraisal record and that it has been discussed. The employee's signature will not be taken to mean agreement with any of the information or forfeiture of any rights of review or appeal.

SECTION 4. An employee may request to see any performance appraisals submitted by any past and present supervisors. Supervisors will ensure appraisals are submitted to the Civilian Personnel Office in a timely manner.

SECTION 5. Any employee not appraised within the 12 month appraisal period will receive a presumptive rating of satisfactory. The immediate supervisor will inform each employee of the employee's performance level in each critical element at least once every six months during the appraisal year. In the event an employee's performance is considered marginal or unsatisfactory, the immediate supervisor will:

- (a) counsel each employee regarding the deficiencies.
- (b) document the counseling and advise the employee.
- (c) afford the employee a reasonable opportunity to improve performance.

ARTICLE 18

TRAINING

SECTION 1. It is mutually agreed that the training of employees is of vital interest to the Employer and the Un-

ion. The purpose of training is to develop necessary skills of employees as the needs and mission of the Employer may require.

SECTION 2. The Employer and Union agree to encourage employees to take advantage of training and educational opportunities.

SECTION 3. Employees are encouraged to seek available outside educational opportunities to increase individual proficiency in their chosen occupation or trade. The Training Division of the Civilian Personnel Department will, upon request, provide the employee with information concerning such outside training programs. Training approved and directed by the Employer will be consistent with Employer needs, course Criteria, qualifications and work experience of the employee involved.

ARTICLE 19 **HOURS OF WORK**

SECTION 1. It is agreed that the basic workweek for full time employees is 40 hours. The normal workweek will be five (5) consecutive eight (8) hour days, such that the employees shall normally have two (2) consecutive days off. It is agreed that changes to the employee's work week is subject to impact bargaining.

SECTION 2. When it is necessary for the Employer to revise employees' scheduled work hours, the Employer will notify the affected employee(s), of the change. When it is necessary for employees to work irregular hours, the Employer agrees to notify the Union of the reason(s) for the change.

SECTION 3. If the Employer determines that irregular work hours are necessary, employees may express a preference or volunteer for a given shift and such preference will be given consideration in assignment of shifts.

SECTION 4. When extreme weather conditions cause widespread delay in reporting to work, the Employer may, at its discretion, grant administrative leave in accordance with regulations applicable to employees in the unit.

ARTICLE 20

TRAVEL

SECTION 1. Employees will be reimbursed for authorized travel expenses in accordance with applicable regulations.

ARTICLE 21

OVERTIME

SECTION 1. Overtime work will continue to be paid for pursuant to current pay laws and regulations including all shift differentials and premium pay where applicable.

SECTION 2. The Employer will determine when overtime is to be performed. Overtime work will be distributed fairly and equitably among employee classifications consistent with mission requirements and the experience and qualifications of the employees to do the work.

SECTION 3. Employees will be notified of all scheduled overtime as far in advance as possible. Advanced notice will be given where practicable. In cases of unscheduled overtime, it is recognized that little advance notice will be possible because of unforeseen mission requirements. If an employee is called back to work to perform unscheduled overtime work, such overtime performed will be considered to be at least two (2) hours in duration for overtime pay purposes.

SECTION 4. Time for clean up will continue to be allowed where applicable prior to the end of overtime shifts.

SECTION 5. Each employee who is required to work overtime, without prior notice, will be allowed one telephone call home at government expense.

ARTICLE 22

ANNUAL LEAVE

SECTION 1. Employees shall accrue and be granted annual leave in accordance with applicable laws and regulations. Annual leave will be granted when the Employer determines that the workload/manpower balance will so permit. Leave approved for a portion of a day will be charged in increments of one fourth (1/4) hour (fifteen minutes).

SECTION 2. Annual leave, including leave that will accrue to an employee during the year, may be granted at any time during the year, at the request of the employee and with Employer approval.

SECTION 3. The employee is responsible for notifying the supervisor of any annual leave usage not previously approved by the supervisor. Notification must be made as soon as practical but not later than one (1) hour after the shift begins. If the supervisor is not available, the employee will inform the acting supervisor of the need for emergency annual leave and the telephone number where the supervisor can contact the employee. Failure of the employee to make such notification may result in the employee being placed on AWOL (absent without leave) status.

SECTION 4. Previously approved annual leave will only be rescheduled for good cause or in the event of an emergency workload. Such cause will be orally explained by the individual causing the change. Written explanation will be given if specifically requested by the employee. When two or more employees request leave for the same period of time (in whole or part), and if it is impractical to schedule both employees as requested, the supervisor will attempt to resolve the scheduling problem with the employees concerned. If the problem cannot be resolved, resolution will be made in the favor of the employee with the greatest seniority with NPPS.

SECTION 5. Consideration will be given to granting annual leave upon request in circumstances such as, but not limited to the following:

- (a) Death in the employee's immediate family.
- (b) Religious observances.
- (c) Attendance at conventions of veteran's organizations or other organizations of which the employee is a member.
- (d) Employee's birthday.

ARTICLE 23 **SICK LEAVE**

SECTION 1. Employees will accrue sick leave in accordance with applicable laws and regulations. The Union and the Employer recognize the insurance value of sick leave, so it will be available for extended illness. Sick leave will be chargeable in increments of one fourth (1/4) hour (fifteen minutes).

SECTION 2. Sick leave is for use when an employee is physically incapacitated to perform assigned work and for dental, optical, or medical treatment. It is also for use when exposure to a contagious disease (a contagious disease means a disease requiring isolation, quarantine, or restriction of movement of the employee, as prescribed by appropriate health authorities) would endanger the health of co-workers were they to report to work.

SECTION 3. The employee who is ill and unable to report for duty is responsible for notifying his/her supervisor of the illness as soon as practicable but not later than one (1) hour after the shift. If the supervisor is not available, the employee will inform the acting supervisor of the illness and the telephone number where the supervisor can contact the employee. Failure of an employee to make such notification may result in the employee being placed in AWOL (absent without leave) status. Upon return to duty or upon official notification, the employee will indicate the reason for the absence to their supervisor. If the supervisor determines the absence is reasonably justified, the leave will be approved. Otherwise the final decision to

approve or disapprove a request for sick leave in each case rests with the Employer.

SECTION 4. An employee's absence due to illness in excess of three (3) consecutive workdays must be supported by a medical certificate or a statement signed by the employee submitted to the supervisor within fifteen (15) days of his/her return to duty. The employee's signed statement explaining the nature of his/her illness will be accepted in lieu of a medical certificate when it is unreasonable to require a medical certificate because the illness does not require the services of a physician. The statement must be submitted in sufficient detail to permit a reasonable evaluation of the circumstances. If the supervisor determines the absence is reasonably justified, the leave will be approved. Otherwise the final decision to approve or disapprove a request for sick leave in each case rests with the Employer.

SECTION 5. When the Employer reasonably believes there is evidence of sick leave abuse by an employee, the Employer must first advise the employee in writing of the suspected abuse and that a complete medical certificate may be required for any future period of sick leave absence within the next 120 work days for which sick leave may be requested.

ARTICLE 24 **LEAVE OF ABSENCE**

SECTION 1. Employees may be granted leave without pay in accordance with applicable laws and regulations.

SECTION 2. Consistent with the Employer's needs, when given adequate advance notice in writing, an employee in the unit who has been elected or appointed to serve as a delegate to any Union activity requiring leave of absence, upon request, will normally be granted annual leave and/or leave without pay.

SECTION 3. The Employer will recognize the bumping and retreat rights of an employee on leave of absence in situations where the employee is affected by reduction-in-force action during such leave of absence.

SECTION 4. Employees who are absent on extended leave without pay will continue to have coverage under the Federal Employees Group Life Insurance and Federal Employees Health Benefits Program, in accordance with applicable regulations.

ARTICLE 25 **HOLIDAYS**

SECTION 1. Employees will be entitled to holiday benefits consistent with applicable regulations, in connection with all Federal holidays now prescribed by law and any that may be added by law. Holidays designated by Executive Order shall be observed as legal holidays. Holidays will be observed as non-workdays.

SECTION 2. Pay for holiday work will be computed in accordance with applicable laws and regulations.

ARTICLE 26 **THEFT**

SECTION 1. The Parties recognize that the theft of Government property is a violation of law, the United States Code and a serious breach of employee conduct. Therefore, the Parties agree to cooperate with the Employer's efforts to maintain an adequate physical security program and to eliminate theft.

ARTICLE 27 **ALCOHOL AND DRUG ABUSE**

SECTION 1. The Union agrees to support the Employer's program on Alcohol and Drug Abuse. The abuse of alcohol and drugs is a recognized problem in which both parties have an obligation. Therefore, the parties agree that counseling and commitment to medical treatment may be required of an employee identified as having such a problem. However, the employee's efforts towards counseling would not foreclose the Employer from imposing discipline in appropriate circumstances.

SECTION 2. The Employer agrees to make available professional counseling services to assist those employees in need.

SECTION 3. It is agreed that alcohol and drug abuse is an illness and subject to sick leave provisions as provided for in Article 23 of this agreement.

ARTICLE 28
CIVIC RESPONSIBILITIES

SECTION 1. Since jury duty is a civic responsibility, the supervisor shall not request an employee to be released from jury service unless it is determined by the Employer that the public interest would be better served by the employees remaining on the job.

SECTION 2. Court leave will be granted in accordance with current regulations.

SECTION 3. The Parties recognize that local and national health, welfare, and emergency relief organizations depend largely upon voluntary contributions for successfully achieving their objectives, and encourage employees as individual citizens and as members of a community to contribute voluntarily to worth-while organizations as part of their personal responsibility as citizens. To the end that campaigns will be conducted in the spirit of true voluntary giving, the Parties agree that:

- (a) "Fair Share" suggestions may be used for guidance and education, but the assignment of a dollar quota to an individual employee is prohibited.
- (b) When envelopes are used, individuals who desire to keep their gift private may use any envelope without a name being placed thereon.
- (c) Supervisors will not solicit subordinates.

SECTION 4. Employees who volunteer as donors under the Employer's Blood Donor Program may be excused from duty without charge to leave for a period not to exceed four (4) hours.

SECTION 5. Employees on duty on the date of any National or State election and who are eligible to vote in such elections may be granted time off without loss of pay or charge of leave for the purpose of voting consistent

with applicable regulations. Employees who do not intend to vote, are not entitled to such time off.

ARTICLE 29

EMPLOYEE MORALE

SECTION 1. The civilian personnel ceiling and on board count of employees will be made available to the Union, upon request.

SECTION 2. As soon as possible, the Employer will notify the Union of serious illness, injury, or death of a unit employee.

SECTION 3. The Union agrees that the employees of the unit should individually and collectively perform the work assigned to them loyally and efficiently. The Union will use its influence and best efforts to maintain the high morale and professional standards of the unit's employees and to safeguard the integrity of their performance to the maximum extent possible.

SECTION 4. The Employer will furnish two (2) copies of the Civilian Personnel Bulletin to the Union.

ARTICLE 30

HEALTH AND SAFETY

SECTION 1. The Employer will provide and maintain a safe and healthy place of employment in accordance with applicable laws and regulations.

SECTION 2. The Employer will exert every reasonable effort to provide expeditious medical treatment by competent, trained medical personnel to injured/sick employees.

ARTICLE 31

UNION DUES WITHHOLDING

SECTION 1. An employee of the unit may make a voluntary allotment for payment of Union dues by completing Standard Form 1187 and submitting it to the Payroll Office via the Union representative and the Director NPPSDO. The allotment to be effective the first full pay period after Standard Form 1187 has been received in the

Payroll Office, provided the form is received by the Payroll Accounting Branch, five (5) working days prior to the beginning of the pay period.

SECTION 2. The Union is responsible for procuring Standard Form 1187, distributing the form to its members, certifying to the amount of the dues, delivering the completed forms to the Director NPPSDO and educating its members on the program for allotment for payment of dues, its voluntary nature, and the uses and availability of Standard Form 1187.

SECTION 3. An allotment will be terminated when the employee leaves the unit as a result of resignation, retirement (or other separation from the rolls of the activity), or other personnel action (except temporary promotion or detail); when dues withholding agreement between the activity and the labor organization is suspended or terminated; or when the employee has been suspended or expelled from the labor organization, or upon request by the employee.

SECTION 4. The Union will notify the Director NPPSDO, in writing when a member who has authorized dues withholding is suspended or expelled from the Union.

SECTION 5. An employee may not revoke a dues withholding allotment for a period of one year from the effective date of the allotment. Employees who have had a dues allotment in effect for one year may revoke their voluntary authorization for allotment of compensation for payment of Union dues by completing Standard Form 1188 and submitting it to the Civilian Personnel Office by March 1st. The revocation will become effective the first pay period following March 1st after Standard Form 1188 is received by the Civilian Personnel Office. Standard Form 1188 may be obtained by calling the Civilian Personnel Office.

SECTION 6. Whenever a revocation Standard Form 1188 is received by the Civilian Personnel Office, the Union will be notified.

SECTION 7. The Payroll Office will forward to the Comptroller, Fiscal Office, National Association of Gov-

ernment Employees, 285 Dorchester Avenue, Boston, Massachusetts 02127, within three (3) workdays after each payday all the following:

- (a) A list in duplicate which will contain the name and payroll number of each employee member of the Union on voluntary allotment, and the amount of such allotment deduction made for such employee member. A copy of the list will also be sent to the Union President.
- (b) A check drawn by the Finance Office on the Treasury of the United States and made payable to the Comptroller, Fiscal Office, National Association of Government Employees, in an amount equal to the total of all such monetary allotment deductions.
- (c) At least three (3) workdays prior to the start of a new pay period, the Union will notify the Employer of any error which it believes has been made in the amount of dues previously transmitted. Upon verification of an error reported by the Union or discovered by the Employer, the Employer will make an appropriate adjustment in the amount transmitted for such new pay period. An explanation of any such adjustments will accompany the check in which such adjustment is reflected.

SECTION 8. This Article is subject to revision at such times as may be necessary to comply with changes in Navy or OPM Instructions. It is also subject to revision at such time as the Union will change the address to which remittance checks are to be sent or if the Union will change the amount of dues to be allotted. In the latter case, the Union will give all employee members notice of such change in the amount of the dues. Any such change in the amount of an employee's regular dues, with consequent change in the amount of the allotment of such employee per biweekly pay period, will become effective with the deduction made on the first pay period after the notice has been received by the Employer.

SECTION 9. If this Agreement cannot be renegotiated by its termination date because of impasse, third Party proceedings involving a negotiability dispute, or a unit representation question, dues withholding arrangements as set forth in this Article will continue until the matter is resolved. Failure by the Parties to agree on an extension of the Agreement will not terminate the dues withholding arrangements.

ARTICLE 32 **PUBLICIZED AGREEMENT**

SECTION 1. The Employer will reduce this Agreement to a pocket size booklet and furnish a copy to each unit employee. Amendments will also be published and distributed.

SECTION 2. The Union may post a copy of the Agreement on approved bulletin boards.

ARTICLE 33 **DURATION OF AGREEMENT** **AND** **AMENDMENTS**

SECTION 1. All provisions of this Agreement will become effective on the date of approval by the Department of the Navy or in accordance with the Act. All provisions of this Agreement will remain in full force and effect unless replaced by new provisions or the Union is no longer the Exclusive Representative.

SECTION 2. This Agreement will remain in full force and effect for a period of three (3) years from the date of approval. Thereafter, the Agreement will be updated to conform to law and regulation and be submitted for approval as provided for in Section 1 of this Article to extend for periods of one (1) additional year, unless either Party submits to the other Party a written request to renegotiate this Agreement. This request must be submitted not more than ninety (90) days and not less than sixty (60) days prior to the terminal date of the Agreement.

SECTION 3. This Agreement is subject to modification or amendment as follows:

- (a) Amendment(s) may be necessary after the effective date of this Agreement because of changes in applicable laws or Executive Orders. When this occurs, the Parties will meet to bring the contract in conformance with the requirements of such laws or Executive Orders.
- (b) This Agreement is subject to modification or amendment(s) by mutual consent of the Parties. Request for amendment(s) by either Party must be in writing and must include a summary of the proposed amendment(s). The Parties will meet within fourteen (14) calendar days after receipt of the proposed amendment(s) to discuss the matter.
- (c) If the Parties agree that modification(s) or amendment(s) are warranted, they will proceed to negotiate the matter(s).
- (d) Either Party may initiate mid term bargaining over subjects not previously addressed and agreed upon in this Agreement.

SECTION 4. Amendment(s) as agreed to under Section 3 will, upon acceptance by both Parties and approval in accordance with Section 1 of this Article, become a part of and subject to the same terms as this basic agreement.

SECTION 5. When renegotiation is in progress, but will not be completed by the terminal date of the existing Agreement, the Agreement may be extended for a specific period by the mutual consent of the Parties. THIS AGREEMENT, executed on the first day of February 1988, by the Parties hereto as evidenced by the following signatures.

For the Union:

Jessie A. Beardsley
Chief Negotiator

Jack O. But
Member

For the Employer:

Frank J. ...
Chief Negotiator

A. L. ...
Member

**This Agreement was approved by the Secretary of the
Navy on March 1, 1988, effective March 1, 1988.**

