FLEET AND INDUSTRIAL SUPPLY CENTER, PUGET SOUND

AND

BREMERTON METAL TRADES COUNCIL

NEGOTIATED AGREEMENT

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PREAMBLE

This agreement is made by and between the Fleet and Industrial Supply Center, Puget Sound (FISCPS), hereinafter referred to as the "Employer" and the Bremerton Metal Trades Council (BMTC), hereinafter referred to as the "Union."

WITNESSETH

In accordance with the provisions of Title VII of the Civil Service Reform Act of 1978, and in consideration of the mutual covenants herein set forth, the parties hereto intending to be bound, hereby agree as follows:

ARTICLE 1. RECOGNITION AND COVERAGE OF AGREEMENT

Section 1. The Employer hereby recognizes that the Union is the exclusive representative of all collective bargaining unit employees as defined in Section 2 below.

Section 2. The unit to which the agreement is applicable is:

All employees, including temporary, term, probationary and intermittent employees of the FISCPS, Bremerton, Washington, including employees of the FISCPS Detachment Everett, Everett, Washington, except professional employees, management officials, supervisors, employees of Manchester Fuel Department and employees described in 5 U.S.C. 71122 (b)(2), (3), (4), (6) and (7).

ARTICLE 2. RIGHTS OF THE EMPLOYER

Section 1. It is agreed that the Employer retains the right:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the FISCPS; and

b. In accordance with applicable laws:

(1) to hire, assign, direct, layoff, and retain employees in the agency; to establish performance standards and performance elements and critical elements; or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

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

(3) with respect to filling positions, to make selection 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 FISCPS mission during emergencies.

Section 2. When language in this agreement refers to duties of specific employees, it is intended as a guide as to how a situation may be handled. The Employer retains the discretion to make work assignments.

ARTICLE 3. RIGHTS OF EMPLOYEES

Section 1. Each employee shall 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, and each employee shall be protected in the exercise of such right. Except as otherwise provided in this agreement such right includes 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 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 conditions of employment through representatives chosen by employees.

Section 2. Each employee shall have the right to bring work related matters, or matters of personal concern, to the attention of the employee's designated Union representative and/or appropriate officials of the Employer, such as the immediate supervisor, Equal Employment Opportunity (EEO) Counselor, Civilian Employee Assistance Program Coordinator, Safety Officer, or the Human Resources Office. The employee must obtain the immediate supervisor's permission prior to leaving the work site during duty hours.

Section 3. Employees of the unit have the right to have a Union representative present at discussions between themselves and supervisors, or other representatives of the Employer as hereinafter provided in this agreement. This does not apply to day-to-day meetings between the employee and the supervisor concerning such items as counseling, planning, organizing, directing, evaluating and controlling work.

ARTICLE 4. RIGHTS OF THE UNION

Section 1. The Union is the exclusive representative of the employees in the unit and is entitled to act for and negotiate collective bargaining agreements covering those employees.

Section 2. The Union will exercise those entitlements without discrimination and without regard to labor organization membership.

Section 3. The exclusive representative shall be given the opportunity to be represented at any formal discussion between one (1) or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or personnel policy or practices or other general condition of employment.

Section 4. The exclusive representative shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the agency in connection with an investigation if:

a. the employee reasonably believes that examination may result in disciplinary action against the employee; and

b. the employee requests representation.

Section 5. The Employer agrees to inform unit employees of those rights in Section 4 above, semi-annually, in writing.

Section 6. The parties agree to meet and negotiate in good faith, for purposes of arriving at a collective bargaining agreement. If agreement is reached, the parties agree to execute, at the request of any party to the negotiation, a written document embodying the agreed-to terms, and to take such steps as are necessary to implement such agreement.

Section 7. Upon written request, the Employer will furnish to the Union such data, not prohibited by law, which is normally maintained by the Employer in the regular course of business; which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining and; which does not constitute guidance, counsel, or training provided for management officials or supervisors, relating to collective bargaining. The Union recognizes that a five (5) workday period of time may be needed by the Employer to respond to such data requests. When it is not possible to respond within the time frame an extension may be requested.

Section 8. The Union has the right to negotiate matters as discussed in Article 6 which are the subject of any rule or regulation, provided the rule or regulation is not a government-wide rule or regulation regarding personnel policies, practices or working conditions affecting unit employees or is inconsistent with an agency or government-wide rule or regulation or federal law.

Section 9. The Union has the right to preclude unit employees from being represented by an attorney or other representative in any grievance or appellate action filed or processed through the grievance procedure of this agreement. This applies primarily to meetings, grievances, and arbitration. It does not apply to EEO procedures or Merit Systems Protection Board (MSPB) hearings.

Section 10. The Union may not preclude a unit employee from being represented by an attorney or other representative while exercising grievance appellate rights established by law, rule, or regulation outside this agreement, nor in exercising any grievance or appellate rights established by law, rule, or regulation.

Section 11. The Employer will provide the Union with a quarterly listing of bargaining unit members. The listing will contain the work area of each employee and be sorted by division. Upon request by the Union, the Employer will-provide updated data on individual employees who have accreted into the unit, or have been transferred, reassigned or promoted within the unit. This data will be provided within five (5) workdays of request by the Union.

Section 12. The Employer will provide the Union an opportunity to be present at all new employee orientations and, if present, will introduce the Union representative. New employees will be provided a copy of this agreement during their in-processing and advised of the procedures for contacting a Union representative.

ARTICLE 5. PROVISIONS OF LAW AND REGULATIONS

Section 1. In the administration of all matters covered in the agreement, officials and employees are governed by existing or future laws, and government-wide regulations of appropriate authorities, by published Department of Defense (DOD) and Navy policies and regulations in existence at the time the agreement was approved; and by subsequently published DOD policies and regulations required by law or by the government-wide regulations of appropriate authorities.

Section 2. All unit members at FISCPS are subject to FISCPS instructions in existence at the time this agreement was approved, as well as subsequently published FISCPS instructions. Subsequent instructions affecting personnel policies, practices and conditions of employment will be processed in accordance with procedures in Article 6, Section 2. All FISCPS instructions covering personnel policies, practices and general working conditions in existence at the time this agreement is approved hereby become a part of and subject to the provisions of this agreement. Where the language of this agreement and the language in an instruction in existence at the time of the agreement are in conflict, this agreement will take precedence.

Section 3. The Employer agrees to place the Union on the distribution list for activity instructions and notices, HRO Manual changes, Civilian Personnel Instructions, Secretary of the Navy Instructions, including changes, amendments and corrections. These shall be provided by hard copy, floppy disk or LAN, as technological advances are implemented. The Employer agrees to allow the Union access to the instruction central files in Code 90.

ARTICLE 6. MATTERS APPROPRIATE FOR NEGOTIATION

Section 1. If the Employer proposes to make minor changes in personnel policies, practices and matters affecting unit employees' working conditions, the Division Director will meet and discuss the proposal with the Union Chairperson prior to implementation. If the Union considers the change to be substantive, or no agreement is reached, the procedures in Section 2 of this article will apply.

Section 2. If the Employer proposes changes in personnel policies, practices and matters affecting unit employees' working conditions, which cannot be resolved as in Section 1 above, a draft copy of the proposal, with supporting documentation, will be submitted to the Union's Chairperson and the following procedures will be used.

a. The Union will have five (5) workdays to advise the Employer, in writing, if they desire to consult on the matter. If the Union has no questions or concerns and does not respond, the Employer is free to implement the new or revised policy or rule.

b. If the Union does respond, the parties will meet within five (5) workdays and attempt to reach an agreement through consultation.

c. When additional information is requested by the Union, and it is available to the Employer it will be provided by the Employer within five (5) workdays.

d. All agreements concerning FISCPS Instructions dealing with conditions of employment, that are reached through this procedure, will be reduced to writing, and will become a part of and subject to the provisions of this agreement.

e. If the parties fail to reach agreement, the Union may request formal negotiations. The Union's request for negotiations will be made within five (5) workdays of receipt of the requested information, and will contain the Union's written proposal. If the Union does not make a timely request for negotiations it will be deemed to have waived such right. The parties will meet on a mutually-agreed to date to begin negotiations.

f. Negotiations shall take place between 0730 and 1600 hours, Monday through Friday. There will be an equal number of representatives from each party, normally not to exceed two (2), being in a duty status. If either party requires additional representatives in attendance at the negotiations the parties shall agree on the number to be in a duty status prior to the negotiations meeting.

ARTICLE 7. UNION REPRESENTATION

Section 1. The Employer agrees to recognize a sufficient number of Union representatives as mutually agreed to and one (1) Chief Steward and one (1) Chairperson authorized to conduct activities outlined in this agreement

The Union shall supply the Employer, in writing, and shall maintain with the Employer on a current basis, a complete list of all authorized representatives and the area they represent. The Employer agrees to post the listings of Union representatives on official bulletin boards and to publish listings of Union representatives in the Plan of the Week, which is distributed to all work areas. The Union will, whenever possible, avoid appointing more than one (1) representative from the supervision area of an immediate supervisor.

Section 2. The Union will advise the Employer of the areas of responsibility of authorized representatives. The Chief Steward will be responsible for assignments of representatives; to include re-assignment, relief, and re-appointment. The Union agrees to keep the Employer informed of said changes as they occur. The Union representatives may receive, investigate, present and process grievances on official time. They will also advise employees of rights and procedures outlined in the agreement and applicable regulations or directives for resolving grievances or complaints. When an investigation requires contact with any management official, the representative must identify him or herself and identify the issue being brought to that official. Failure to do so will constitute reason for any official to not agree to the meeting. When the Union needs access to any file which is subject to the Privacy Act they must have written permission from the affected employee(s). Such written permission must be presented when requesting access to any such file.

Section 3. Union representatives will be allowed official time to perform duties outlined in Section 2 above. When Union representatives and officials are required to leave their assigned duties on appropriate matters as discussed in Section 2 above they will request permission from their immediate supervisor. If the immediate supervisor is unable to release a representative at the requested time, he or she will so advise the representative and give an estimated release time. Upon completion of each use of official time, the Union official will provide his or her supervisor with an accurate record of the amount of official time spent in performing representational duties. The Labor Relations Officer and Chairperson will review the records on use of official time periodically and upon request, if there is reason to suspect abuse of official time.

Section 4. The Employer agrees not to transfer Union representatives from one work location or work shift to another unless such transfer is dictated by compelling work commitments or it has been determined that the representative possesses unique skills for a particular assignment; needs to acquire certain skills or to improve chances for a promotion; or is affected by reduction-in-force procedures. Such actions will be coordinated with the Union in advance to allow the Union to concur or to propose alternatives to ensure continuous representation of unit employees.

Section 5. The Chairperson for the Union, or written designee, will be the sole point of contact in all matters of personnel policies, practices, procedures and matters affecting conditions of employment at FISCPS. In case of absence of the Chairperson, the Union will designate an alternate as the point of contact.

a. The Union Chairperson, or written designee, is the only Union representative at FISCPS with the authority to negotiate changes in the agreement on behalf of the Union.

Section 6. The Employer agrees that the national officers of the Union, who are not active employees of the FISCPS, may be admitted upon approval of a request to the Employer for the purpose of meeting officials of the Union, or the Employer during working hours. Such visits shall be governed by security regulations. Visits by these individuals will be coordinated with the Labor Relations Officer of the FISCPS. The President of the Union will contact the Labor Relations Officer to advise of their presence.

ARTICLE 8. HOURS OF WORK

Section 1. The administrative workweek is the calendar week 0000 hours Sunday through 2400 hours Saturday. The basic workweek will consist of five (5) eight-hour day shifts, Monday through Friday, inclusive, except in those functional areas which require other shift work. Other basic workweek schedules may be established under conditions where the Employer could be impeded in carrying out its mission, as determined by the Commanding Officer.

Section 2. The Employer will make a reasonable effort to assign employees to the basic workweek to the maximum extent possible by workload commitments, facilities, and space.

Section 3. Basic workweeks other than Monday through Friday will be established in accordance with specific relevant provisions of 5 CFR 610. The Union will receive notification of establishment of such workweeks in advance.

Section 4. The Employer agrees that a reasonable effort will be made to assign employees to shifts on a voluntary basis. Employees assigned to shifts will be in accordance with grade and position requirements.

Section 5. Reasonable time will be allowed, consistent with the nature of the work performed, for employees to clean up for protection of the employees' health, government property, equipment, or tools prior to lunch break and at the end of the workday.

Section 6. If an employee is required to work through his or her regular lunch period, the appropriate supervisor may reschedule the employee's lunch period, job requirements permitting, provided such alternate lunch period may not begin more than one (1) hour prior to or more than one (1) hour later than the starting of the employee's normal lunch period. Where an employee is required to work through his or her regular lunch period and an alternate period is not scheduled, the employee shall be permitted to eat lunch at the job site in a pay status without interrupting the work in progress.

Section 7. The Employer recognizes that during winter months, some areas are more heavily impacted by snow and ice than other areas. The Employer therefore agrees to grant administrative leave if the decision is made to cease all but critical operations. If normal operations are maintained during adverse weather conditions, a liberal leave policy will be applied to those non-essential employees who are heavily impacted by adverse weather.

Section 8. There will be a 15 minute rest period during the first half of the work shift and a 15 minute rest period during the second half of the work shift for all employees, unless employees and supervisors agree to an alternate procedure for taking an equivalent amount of break time.

Section 9. When an employee is required to work an extended period of time beyond his or her normal shift, the employer will consider allowing reasonable rest breaks depending on the nature of the work and the safety and personal health needs of the employee.

Section 10. The flextime program includes civilian employees of FISCPS, and its annexes. This system allows employees to select and/or vary their arrival and departure times.

a. The following basic requirement must be met:

(1) Each participating employee must account for an eight (8) hour day.

(2) Each participating employee must be present during core time.

b. Management has the right to determine which employee(s) will be excluded from participation in the flextime program and for what periods of time their exclusion is effective. Employees excluded will be provided with as much advance written notification as possible, taking into consideration the employees' circumstances and the workload requirements. An employee may grieve the exclusion through the negotiated grievance procedure.

(1) Permanent exclusion: If the employee's presence on duty during the basic shift is essential for the maintenance of FISCPS operations and efficiency; if the employee has abused the flextime program; if they are part-time employees working less than eight (8) hours per day.

(2) Temporary exclusion: If the employee is required to travel or is on TAD/TDY or if employee participation would conflict with training.

c. Employees participating in flextime will: post arrival and departure times including the break for lunch if taking more than 30 minutes.

d. All entries must be in six (6) minute increments and account for no more than eight (8) working hours unless authorized by the supervisor.

Section 11. Employees may request an alternate work schedule in accordance with governing instructions.

ARTICLE 9. OVERTIME

Section 1. Overtime will be paid in accordance with applicable law and regulation.

Section 2. Overtime assignments whenever possible will be distributed fairly among qualified employees in accordance with their particular skills and the need for overtime work. The Employer agrees, upon request, to relieve an employee from an overtime assignment provided another qualified employee is available and willing to accept the assignment. The Employer shall determine the numbers and qualifications required for such overtime work, shall determine the employees that satisfy the requirements and shall select and assign employees to overtime work accordingly, subject to the provisions of the agreement. When overtime is offered to an employee and he or she is granted relief from the assignment, the hours of overtime declined will be considered as overtime hours for the purpose of determining the equity of overtime distribution. Requests for release from overtime for valid emergency reasons shall be considered.

Section 3. In the assignment of overtime the Employer agrees to provide the employee with as much advance notice as practicable in the circumstances and further agrees to give due consideration to the employee's personal circumstances, subject to the paramount requirements of fulfilling the mission of the Activity.

Section 4. An employee designated to work overtime on days outside his or her workweek will be advised of the possibility no later than 24 hours prior to the end of his or her last shift before overtime commences, except in cases of unforeseen emergencies or circumstances.

Section 5. The Employer will take into consideration the health and safety of employees and the operation before assigning an employee to work in excess of 13 consecutive days.

Section 6. The Employer agrees to consider providing at least four (4) hours of work to an employee who is requested to perform irregular or occasional work on an overtime basis on a non-scheduled workday. Where the services of the employee are not required for this period of time, overtime will be paid in accordance with the call-back provisions of 5 CFR Part 550.

Section 7. Suitable records of overtime worked will be maintained on the appropriate form. The Employer agrees to allow a Union representative to inspect existing overtime records to the extent necessary to determine alleged inequities in overtime distribution. Such requests by the Union shall specifically identify the organizational section of the unit employees involved.

ARTICLE 10. ANNUAL LEAVE

Section 1. Employees shall accrue annual leave in accordance with appropriate regulations. Subject to the manpower requirements of the Employer, approval of an employee's request for annual leave will be granted when his or her request is submitted with a minimum of 24 hours advance notice. Emergency leave requests will be decided on a case-by-case basis. Employees will be notified of action taken on their leave requests an soon as possible.

Section 2. The Employer agrees to schedule approved leave for vacation purposes of at least two (2) consecutive weeks for employees who earn 13 days annual leave per year and of at least three (3) consecutive weeks for employees who earn 20 days or more, providing the leave is available and providing the employees request this to be done not later than the first of April.

Section 3. Every reasonable attempt will be made to satisfy the desires of the employee with respect to the approving of extended annual leave for vacations. When the Employer finds it necessary to cancel previously-approved vacation leave, the reasons for such cancellation will be given to the affected employee(s) in writing. In no case will cancellations be made with less than two (2) weeks advance notice unless cancellations are necessary to perform emergency or unforeseen work which the Employer must accomplish to execute its functions.

Section 4. If the Employer schedules or effects a shutdown of work for vacation purposes, the Employer will attempt to provide work based on the manpower requirements of the Command for employees who do not have annual leave credits. When the Employer schedules or effects a shutdown, the unit employees will be notified as soon as practical. Upon request, annual leave will be advanced in accordance with regulations. An employee may request leave without pay in order to preserve annual leave for vacation purposes in lieu of the above procedures.

ARTICLE 11. ADMINISTRATIVE LEAVE AND LEAVE OF ABSENCE

Section 1. Employees may be granted accrued annual leave or leave without pay to accept temporary labor organization positions or to attend conventions or meetings of labor organizations as defined in the Civil Service Reform Act of 1978, subject to the manpower requirements of the Employer. Employees may be granted leave of absence with or without pay for other purposes in accordance with the provisions of Title 5 of the Code of Regulations.

Section 2. Employees who are absent on approved leave without pay for periods of up to one (1) year shall accrue all applicable rights and privileges with respect to coverage under the federal employees group life insurance and federal employees health benefits program.

Section 3. In accordance with applicable regulations, an employee shall be allowed excused time, without charge to leave or loss of pay, subject to the identified manpower requirements of the Employer as hereinafter provided:

a. Employees participating in examinations for promotions or interviews for federal job opportunities within the commuting area held during the employee's regular work shift.

b. Union representatives may be excused to attend information or orientation sessions as determined by the Employer to be of mutual concern or benefit to the Employer and the Union. All such requests will be submitted by the BMTC President, in writing, to a Labor Relations Specialist in FISCPS HRO.

c. Employees who volunteer as blood donors (either to the blood bank or directly to individuals) may be excused for this purpose, not to exceed four (4) hours.

d. Each Union representative and supervisor will receive joint contract training time to be used within 90 calendar days of receipt of the contract. The Employer agrees to make suitable arrangements for a training room and equipment to facilitate this training.

ARTICLE 12. SICK LEAVE

Section 1. Employees shall earn sick leave in accordance with applicable statutes and regulations. Sick leave shall be granted to employees when they are incapacitated for the performance of their duty by sickness, injury, or pregnancy and confinement, or for medical, dental, or optical examination or treatment, when a member of the immediate family of the employee is afflicted with a contagious disease or to care for an ailing family member or attend or make funeral arrangements for a family member. Sick leave shall be administered in accordance with governing law and regulation and the Human Resources Manual (FISCPSINST 12000.1).

Section 2. An employee who is absent on account of sickness shall provide for notification to his or her immediate supervisor during the first hour on the first workday of their absence, or as soon thereafter as possible, giving the estimated duration of the absence. Such notification is not justification for approval or disapproval of sick leave. Second and third shift employees shall provide notification to their department or shop prior to 1500 hours on the day of the scheduled shift, or as soon as possible, thereafter. Requests for sick leave for medical, dental, or optical examination or treatment shall be submitted for approval at least 24 hours in advance unless it is of an urgent nature.

Section 3. In the event a supervisor has reason to believe that an employee is improperly using sick leave, the supervisor will counsel the employee and provide a specified improvement period. The supervisor may recommend other counseling services to assist the employee as appropriate.

including the Civilian Employee Assistance Program, and may utilize Union/Management cooperation/partnering to assist the employee in improvin his or her attendance record. However, it is understood that the Employer has the right to require an employee to furnish a medical certificate for each absence to be charged as sick leave if there is a belief that the employee is abusing the sick leave regulations. The requirement to furnish medical documentation for each absence shall be provided to the employee in a Letter of Requirement prior to its enforcement. The Letter of Requirement will be issued for a specific period of time ranging from six (6) to 12 months and will be maintained by the supervisor who has the authority to approve or disapprove sick leave. Prior to reissuance of a Letter of Requirement the supervisor will meet with the employee and his or her representative, if requested, to discuss the sick leave usage and reason(s) for reissuance.

Section 4. The Employer agrees to advance sick leave in accordance with applicable regulations to employees who are incapacitated for duty because of serious illness or disability, provided:

a. The maximum sick leave for career and career-conditional employees shall not exceed 240 hours and an employee holding a limited appointment may be advanced sick leave only in the amount which will be earned during the remaining term of his or her employment.

b. There is reasonable evidence, substantiated by a statement from the employee's treating physician, that the employee will be capable of returning to work and fulfilling the full scope of his or her duties.

c. Sick leave will not be advanced to an employee known to be contemplating separation by retirement or resignation.

d. That all available accumulated sick leave to the employee's credit is exhausted and all annual leave over 80 hours, for 40 hours per week employees, has been used.

Section 5. When the Employer's medical authorities assign a temporary medical limitation because of a work-related injury or illness, the Employer will make every effort to place the employee on a job within the prescribed restriction. The employee may request to use sick leave, annual leave if available, or leave without pay. For work-connected illness or injuries, the employee may apply for injury compensation as provided by law.

Section 6. Employees who need leave due to personal or family medical emergencies may apply for donations of annual leave under the FISCPS Annual Leave Transfer Program. The need for annual leave donations will be advertised in the Plan of the Week at the employee's request.

ARTICLE 13. ENVIRONMENTAL DIFFERENTIAL PAY FOR WAGE GRADE EMPLOYEES

Section 1. One of the Employer's continuing objectives is the elimination or reduction to the lowest possible level of all hazards, physical hardships and working conditions of an unusually severe nature. When the Employer's action does not overcome the unusually severe nature of the hazard, physical hardship or working conditions, an environmental differential will be paid to the employees exposed to such situations. Even though an environmental differential is authorized, continuous positive action must be taken to eliminate danger and risk which contribute to or cause the hazard, physical hardship or working conditions of an usually severe nature. Authorization to pay an environmental differential is not an approval of work practices which circumvent safety rules and regulations.

Section 2. Pay for environmental differential is authorized: (1) for exposure to an unusually severe hazard which could result in significant injury, illness or death; such as on a high structure when the hazard is not adequately alleviated by mechanical equipment or protective devices being used or on an open structure when adverse conditions such as darkness, lightening, steady rain, snow, sleet, ice or high wind velocity exist; (2) for exposure to an unusually severe physical hardship under circumstances which cause physical discomfort or distress not adequately alleviated by mechanical equipment or protective devices being used; (3) for exposure to an unusually severe working condition under circumstances involving exposure to fumes, dust or noise which cause significant distress or discomfort in the form of nausea, or skin, eye, ear, or nose irritation or conditions which cause abnormal soil of body and clothing, etc., and where the distress or discomfort is not adequately alleviated by mechanical equipment or protective devices being used. Such exposures which are unusual to a rating are not taken into consideration in the job grading process, and additional pay for exposures to those unusual conditions is provided through environmental differentials.

Section 3. It is agreed that employees will be paid environmental differentials, when warranted in accordance with the governing FISCPSINST 12500 (series) which describes the work situations in the FISCPS, where environmental pay is authorized. Immediate supervisors will notify employees of their entitlement to environmental differential pay. If at any time during a job assignment an employee believes that an environmental differential is warranted but is not being provided, the employee should call the matter to the attention of the immediate supervisor, who will advise the employee whether the additional pay will be allowed. Any complaint regarding application of the instruction not resolved by discussion between the employer, the affected employee, and the steward, if requested, may be processed under the Negotiated Grievance Procedure. The addition of regulatorily approved environmental categories into FISCPSINST 12500 (series) is a matter for negotiation between the Employer and the Union as specified in Article 6 of this agreement.

Section 4. The establishment of new environmental categories, unrecognized by both the Office of Personnel Management (OPM) and FISCPSINST 12500

(series) but considered warranted by either the Employer or the Union, may be initiated by either party via appropriate channels to the OPM for consideration.

Section 5. Members of the unit subjected to more than one (1) hazard, hardship or condition at the same time, shall be paid for that exposure which results in the highest environmental differential, but shall not be paid more than one (1) differential for the same hours of work. Employees performing work on second and third shifts shall receive applicable shift differential pay in addition to any environmental differential pay authorized.

Section 6. When an environmental differential is paid on the basis of all hours in a pay status, members of the unit will also be paid the differential during a period of overtime that occurs on the same day. The overtime pay will be one and one-half of the basic hourly rate, including the environmental differential. When members of the unit are paid an environmental differential on an actual exposure basis, they will be paid that differential at the overtime rate only if the exposure for which the differential is authorized occurs during the overtime period.

Section 7. Environmental differential is included as part of the employee's basic rate of pay and shall be used to compute premium pay such as overtime and holiday work or the amount from which retirement deductions are made or on which group life insurance is based. Environmental differentials are not included in lump-sum annual leave payments or in computing severance pay. The amount of the environmental differential which is payable is determined by multiplying the percentage rate authorized for the described exposure by the second step rate for Grade WG-10 on the current regular non-supervisory wage schedule for the area, counting one-half cent and over as a full cent. The resulting cents-an-hour amount is paid uniformly to each wage employee in the unit who qualifies for the authorized environmental differential, regardless of the grade level of the wage employee or the Federal Wage System wage schedule on which the employee is paid.

Section 8. If an employee is restored to his or her former entitlement for environmental differential pay as a result of an Employer's acknowledgement that the Employer's action in terminating the employee's environmental pay was improper, the restoration of pay shall be made retroactively effective to the date of the improper action.

Section 9. When an employee is entitled to an environmental differential pay on an actual exposure basis, the employee shall be paid a minimum of one (1) hour's differential pay for the exposure. For exposure beyond one (1) hour, the employee shall be paid in increments of one-quarter hour for each fifteen (15) minutes and portion thereof in excess of fifteen (15) minutes.

Section 10. When an employee is exposed at intermittent times during a day to a hazard, physical hardship, or working condition for which the environmental differential is paid on an actual basis, each exposure is

considered separately and the amount of time exposed is not added together before payment is made for exposure beyond one (1) hour's duration, except that pay for environmental differential may not exceed the number of hours of active duty by the employee on the day of exposure.

Section 11. When an employee is exposed to a situation for which an environmental differential is authorized on the basis of hours in a pay status, that differential will also be paid during any period of absence on paid leave on the day on which the exposure occurs.

ARTICLE 14. PROMOTIONS

Section 1. The Employer will utilize employees' skills and potentials to the fullest extent practicable. Employees will be promoted on the basis of merit, without regard to race, color, religion, sex, age, national origin, or membership in labor organizations. This article concerns the practices and policies for filling vacancies within the bargaining unit as defined in Article 1. The overall objective of the Merit Promotion Plan is to assure that positions are filled with the best qualified persons available and to assure that all employees have an equal opportunity to apply for advancement.

Section 2. The Union recognizes that the Employer has the option of filling positions by promotion, or by methods other than promotion, such as appointment, reinstatement, or transfer.

Section 3. All merit promotion vacancies to be filled within the bargaining unit will be advertised through the issuance of announcements within the areas of consideration, including publication in at least one (1) issue of the "Plan of the Week." When the area of consideration is confined to the FISCPS, such announcements will be open for at least seven (7) workdays. If the area of consideration is to be expanded, announcements will remain open as follows:

Commuting area - at least 14 calendar days.

West Coast or Nationwide - at least 21 calendar days. Announcements may be extended at the option of the Employer.

Merit promotion vacancy announcements will contain the following information:

a. Opening and closing dates; method of applying; EEO statement; area of consideration; position title, series and grade; organizational location; summary of duties; job elements on which applicants will be rated and description of any special evaluation methods to be used in rating and ranking applicants.

b. If the position vacancy is a trainee position, upward mobility, lead-in position, or position with known promotional potential, it will be so stated in the vacancy announcement.

c. Any position or group of positions may be announced on an open continuous basis.

Section 4.

a. Career and career-conditional employees and those temporary employees with reinstatement eligibility may apply under merit promotion vacancy announcements to the HRO on or before the closing date noted on the vacancy announcement. FISCPS employees' applications for FISCPS positions will be accepted at both HRO SUBASE BANGOR and HRFO FISCPS until 1600 hours on the closing date of the announcement. The employee is responsible for ensuring that an application reaches the HRO by the close of business on the announcement closing date and for arranging for submission of the application during his or her absence on leave or TDY. The employee is also responsible for assuring that the application includes experience, training and education, and is up-to-date.

b. Employees absent for extended training, leave, TDY, or detail will be accorded automatic consideration by HRO if these employees deliver to HRO an Optional Form 612 or resume for each position for which they desire consideration, prior to their departure.

Section 5. Minimum qualification standards used for promotion shall be the standards prescribed by the Office of Personnel Management (OPM), including provisions for in-service placement. All candidates who meet the appropriate qualification standards as of the closing date of the announcement shall have basic eligibility for promotion.

Section 6.

a. For each position (or group of closely-related positions) job-related evaluation criteria will be developed to provide a basis for determining candidates' potential for successful or highly-successful performance in the position. Development of realistic evaluation criteria is the responsibility of the Employer.

b. Any or all of the following methods which will contribute to making meaningful distinctions among candidates will be used for rating and ranking:

(1) Evaluation of training and experience.

(2) Annual performance appraisal and any other evidence of past performance.

(3) Written and/or performance tests, if applicable.

(4) Awards presented to employee.

(5) Self-development efforts of employee.

Section 7.

a. Applicants will be ranked according to the following categories:

(1) Ineligible

(2) Qualified

(3) Highly Qualified

(a) When the highly qualified group consists of 10 or less candidates and there are no meaningful differences among them, all highly qualified candidates will be considered best qualified. When there are more than 10 highly qualified candidates, length of service by service computation date, as used for reduction-in-force purposes, will be used if necessary to break a tie after all other evaluating factors have resulted in identical ratings among candidates.

Section 8.

a. Three (3) to 10 of the best qualified of the highly qualified group will be referred to the selecting official in alphabetical sequence and will be annotated as such. One (1) additional candidate may be referred for each additional identical vacancy to be filled.

b. Where ranking results in fewer than three (3) highly qualified candidates, the selecting official will have the following options:

(1) The selecting official may select from the highly qualified candidates available.

(2) Announcement may be canceled.

(3) Area of consideration may be expanded.

(4) Applicants rated qualified, but not highly qualified may be referred.

c. As a minimum, the selecting official will be furnished an application for each candidate referred.

Section 9.

a. If one (1) applicant is interviewed, all other locally available referred applicants in that group will be interviewed unless:

(1) The applicant is on extended leave (in excess of one (1) week) and is outside the commuting area, or reasonable efforts to reach him or her have been unsuccessful.

(2) The applicant is serving at a duty station outside the commuting area from the location of the vacancy.

b. In any case where an applicant is referred and not interviewed under one of the above, the selecting supervisor will record such information on the Selection Roster. Reasonable efforts will be made to locate employees who are on leave within the commuting area at such time as interviews are scheduled. (Inability to locate an employee will not serve as a basis for employees requesting an interview at a later date or for filing a grievance).

c. Arrangements for interviews will be made by the HRO.

d. The selecting official will be the first-line supervisor unless otherwise designated.

e. Notification as to who has been selected with reasons therefore, will be provided by the selecting official to the HRO by completing the Selection Roster. The HRO will notify all applicants in writing as to their selection or non-selection.

f. Upon request, the information below will be furnished by the HRO to any unsuccessful candidates and their representative in these groups:

(1) Qualified groups - reasons why they were not considered in the Highly Qualified Group.

(2) Ineligible - specific information concerning how they failed to meet the minimum standards.

g. The HRO will publish the names of persons selected under merit promotion vacancy announcements, other promotion channels, and placement procedures in the "FISC Puget Soundings".

Section 10.

a. Employees are encouraged to discuss any dissatisfaction under this article with their supervisors, the HRO Director, concerned selecting officials or Union representative, prior to initiation of a formal grievance. Complaints arising out of the operation of the Merit Promotion Plan should be brought to the attention of the HRO Director, within 15 workdays after receipt of notification of non-referral or non-selection.

b. The procedures set forth in Article 24 of this agreement will apply in the following instance:

(1) An employee alleges that the procedures set forth in the promotion plan were not followed or that his or her qualifications were not properly evaluated against the requirements of the position.

c. A complaint based solely on non-selection from among the Highly Qualified candidates will not be admissible for consideration.

d. An employee unable to resolve his or her complaint informally will be furnished information by the HRO of the formal procedures available to him or her.

Section 11. Employees selected for promotion will be notified promptly of their selection and paid at the pay level of their new position as soon as practicable, normally on completion of the next pay period. An employee will be paid at the pay level of the position for which selected, starting with the effective date of the promotion, in accordance with applicable regulations.

ARTICLE 15. ASSIGNMENT OF WORK

Section 1. Employees will be assigned to work taking into account the mission of the FISCPS, and other duties which are consistent with the mission of the FISCPS, as needs emerge. The term "other duties as assigned" shall not be construed as meaning a significant portion of the work performed at a higher level or outside of their primary classification for an extended period of time.

Section 2. A detail is an assignment on a temporary basis of an employee to perform duties not covered by the official description or definition of his or her position or rating to another position or rating for the temporary periods of time authorized by OPM and Employer regulations. Details may be made appropriately under circumstances such as follows:

a. To meet emergencies occasioned by abnormal work load, change in mission or organization, or unanticipated absences such as sick leave or emergency annual leave.

b. Pending official assignments, pending description and classification of new positions, pending security clearance, and for training purposes.

Section 3. It is agreed that no detail will be made to evade the principle of recruitment through merit promotion. Normally, details (in 120 day increments) will last no more than one (1) year (except for A-76 situations). The Employer assumes the responsibility for the continuing effort to secure necessary services through use of appropriate personnel actions.

Section 4. The supervisor is responsible for ensuring that a Request For Personnel Action (SF-52) is initiated for a detail of 30 days or more. If a detail is for less than 30 days, the supervisor may elect to give the employee a written memo of the detail, but it is not required and it is not filed in the employee's Official Personnel Folder.

Section 5. The use of a detail will not be made to evade or compromise open competitive principles of merit promotion. When an employee is assigned to a higher level position in excess of 14 calendar days, a

temporary promotion will be made effective the first day of the assignment, except when it is procedurally impossible to do so.

Section 6. Employees who work double shifts (16-plus hours) should not be required to return to duty for at least eight (8) hours. The supervisor will consider adjusting the shift hours to accomplish this end.

ARTICLE 16. DEVELOPMENT AND REVIEW OF POSITION AND JOB DESCRIPTIONS

Section 1. When an employee alleges inequities in his or her position classification of job rating, he or she shall be furnished information on the appeal rights and procedures by the HRO. He or she may elect to be represented or assisted by a Union representative in discussing the matter with his or her supervisor or with representatives of the HRO in reviewing classification standards or rating definitions that pertain to his or her rating or position, or in pursuing an appeal.

Section 2. An employee request for a current copy of his or her job or position description should be made to the first level supervisor. The Employer will provide the Union with a current copy of job descriptions of members of the unit on a case-by-case basis.

Section 3. It is agreed that the Employer will advise the Union when a job rating is to be changed to a lower pay level, and at least 30 calendar days prior to effecting a personnel action.

ARTICLE 17. DISCIPLINARY ACTION

Section 1. All disciplinary actions shall be taken for just cause. Disciplinary actions may be grieved in accordance with Article 24 of this agreement. The employee will be provided an extra copy (marked "Union copy") of all written disciplinary actions, including proposed actions. If personal delivery cannot be made to the employee, the disciplinary action will be mailed to the employee's last known address along with an extra copy for the employee to deliver to the Union at his or her discretion.

Section 2. The parties agree that employees have the right, should they so request, to Union representation as defined in Article 7 of this agreement, and shall be notified of that right periodically in the FISCPS Plan of the Week. Such notification shall be included in all written disciplinary actions, including proposed actions.

Section 3. Notice of adverse action decisions shall be delivered to the employee as soon as practical, but at least five (5) workdays prior to the effective date. When circumstances are such that the retention of an employee in an active duty status in his or her position may result in damage to Government property or may be detrimental to the interests of the Government or injurious to the employee, his or her fellow workers, or the general public, the above five (5) day requirement will not apply.

Section 4. The Employer will counsel employees in private whenever possible and will not effect oral admonishment in the presence of others.

Section 5. In the case of any formal written disciplinary action, the employee will be made aware of any files, folders, supervisory files, and/or records being used to support or substantiate the action. Individual supervisory files, maintained with the employee's knowledge of the file and its contents, may also be used to substantiate such action. All documents on which the decision to take disciplinary action is based will be made available to employees and, if the employee requests, to his or her representative.

Section 6. Where an employee is assigned to a restricted area and his or her security clearance is challenged, he or she may be reassigned to duties in a non-sensitive area pending the results of the appeal from the challenge. The Union will be informed of any proposed adverse action as a result of the challenge.

Section 7. All disciplinary actions will be initiated and taken in a timely manner.

ARTICLE 18. HEALTH AND SAFETY

Section 1. The Employer will exert every reasonable effort to provide and maintain safe working conditions and industrial health protection for the employees. The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices. The Employer will assure that periodic inspections of all agency work places are performed, using appropriate procedures and personnel.

Section 2. Each employee has a primary responsibility for his or her own safety and an obligation to know and observe safety rules and practices as a measure of protection for him or herself and others. Employees will be encouraged to submit suggestions which will offer practical and feasible ways of improving the work areas and conditions. In addition, employees having a health and safety concern have the duty to request safety inspections of their areas. An employee who requests a safety inspection will identify the specific area, equipment or practice believed to be unsafe to facilitate the inspection and to ensure that the Safety Officer brings the proper equipment and technical personnel to evaluate the area of concern. Any employee who requests a safety inspection shall be allowed to observe the inspection and may be accompanied by a Union representative, if so requested. Copies of the results of employee-initiated inspection reports will be provided to the Union upon request.

Section 3. Employees will also be alert to observe unsafe practices, equipment and conditions in their areas. Such practices, equipment or conditions should be reported to the supervisor, Division Director, Department Head, or Safety Office. The Union agrees to present concerns pertaining to unsafe practices, equipment or conditions to the appropriate level of supervision for consideration and resolution.

Section 4. The Employer will identify those work areas, practices, procedures and materials which have a potential for being hazardous. The Employer agrees to inform the Union and affected employees when a new class of materials or processes considered hazardous to employees' health are to be used or stored or handled at the FISCPS.

Section 5. Bi-weekly stand-up safety meetings will be held for ungraded employees. All available employees will participate.

Section 6. All employees may be given recurring training on safety/operation of equipment and hazardous material with which they are working. The Employer will attempt to ensure that new employees are trained on the safety/operation of equipment and that adequate orientation is provided for all employees concerning the hazardous materials with which they are working.

Section 7. Safety shoes will be provided by the Employer in accordance with the current FISCPS Instruction.

Section 8. The Employer agrees that no employee shall suffer reprisal or other punitive action for requesting safety inspections, reporting safety violations or making any health or safety suggestions.

Section 9. The Employer and the Union will make every effort to prevent accidents of any kind. The Employer will ensure that prompt emergency transportation and first aid will be provided on all shifts. The prime consideration will be the welfare and comfort of the injured employee(s). Employees will, as soon as possible, notify their supervisors of any and all accidents occurring during their work shift. Supervisors will immediately investigate any reported accident, and initiate action to correct any hazardous condition and render any required report.

Section 10. The Union will be notified, by Code 05 or designee, within three (3) workdays of any lost time work injury.

Section 11. The Union will be notified as soon as possible in the event of accidents or hazardous conditions occurring in the work place.

Section 12. The Employer will maintain records of employees who are exposed to airborne contaminates in excess of accepted standards. Periodic physical examinations will be given to employees as required by the NAVOSH standards or appropriate Department of the Navy regulations. The Union will be given access to the results of such examinations for exposure to airborne contaminates.

Section 13. Upon request, the Union will be provided copies of all releasable Safety and Health Reports generated by the FISCPS.

Section 14. The Employer agrees that in cases where employees are exposed to a hazardous atmosphere, the employees will be evacuated from that area until the hazardous atmosphere has subsided or the Employer has issued to the employees appropriate personal protective equipment for the hazardous

atmosphere involved. The Employer agrees that the supervisors will evacuate areas based upon the advice of the Safety Manager or in his or her absence, the Naval Hospital Industrial Hygienist. Supervisors have the responsibility to immediately evacuate a suspected contaminated area, if, in their judgement, evacuation is required, prior to the arrival of the Safety Officer or Industrial Hygienist.

Section 15. Dress standards will be imposed on employees only for reasons of safety. All employees are expected to dress appropriately for their work environment.

Section 16. Included in the training of each unit employee will be an outline of the procedures and requirements for applying for benefits under FISCPSINST 12000.1.

a. The HRO will provide a copy of that portion of FISCPSINST 12000.1, or replacement instruction(s), concerning the Workers' Compensation Program, to any employee requesting it, within five (5) workdays of such a request.

b. In accordance with the HRO Manual, the staff of HRO Central Services Division, will provide advice and assistance regarding FECA.

ARTICLE 19. TRAINING

Section 1. The Employer and the Union agree that the training and development of employees within the unit is a matter of primary importance to the parties, and through Employer-Union cooperation, the parties shall promote the training and development of employees.

Section 2. If individual development plans are made, it is agreed that both the supervisor and the employee will participate.

Section 3. The Employer agrees that all mandatory correspondence courses will be shipped directly to FISCPS and the employee will check out the package and sign and date the material received from the Training Office.

ARTICLE 20. PUBLICITY

Section 1. The Employer will provide the Union a bulletin board on the second floor of building 467 for posting notices of meetings, recreational, or social affairs, elections, results of elections or other appropriate literature. If the Employer challenges the appropriateness of material posted, the Chairperson and a Labor Relations Specialist shall meet and attempt to mutually agree. If agreement cannot be reached, the issue shall be referred to the Partnership Council.

Section 2. The Chairperson and a Labor Relations Specialist will periodically survey work spaces and determine other bulletin boards to accommodate both official and unofficial notices for Union postings under

the unofficial side of bulletin boards. Bulletin boards shall be labeled as "Official" and "Unofficial" and Union postings under "Unofficial" will be reviewed by the cognizant Department Head and the Labor Relations Specialist.

ARTICLE 21. PERSONNEL MOVEMENT IN REDUCTION-IN-FORCE (RIF) SITUATIONS AND REHIRING

Section 1. The Employer will, in an effort to minimize or avoid a RIF, consider the reassignment or transfer of employees to available vacancies for which they are qualified or may become qualified within a reasonable amount of time when it is the Employer's decision that such vacancies be filled.

Section 2. The Employer agrees to notify the Union of the necessity for a RIF as far in advance as practicable and of the reasons therefore and prior to submission of the request. The Employer also agrees to inform the Union of the affected competitive levels and the number of employees affected, when this information is available.

Section 3. It is agreed that the Employer, to the extent consistent with the Activity's manpower requirements, will make a reasonable effort to reassign employees whose positions are eliminated due to automation or adoption of labor-saving devices. It is agreed that the Employer will make a reasonable effort to train employees, where necessary for reassignment, whose positions are eliminated because of automation or adoption of labor-saving devices, provided the cost of such training is not prohibitive, and if the employee has the necessary aptitude as determined by the Employer.

Section 4. When advance knowledge of the impact of pending changes in function, organization, and mission is available, it shall be the responsibility of the Employer to plan for the retraining of employees involved whenever feasible. Every practical effort will be made to utilize employees and to enter into training agreements with the OPM in order to place employees where their services can be effectively used.

ARTICLE 22. CIVIC RESPONSIBILITIES

Section 1. Employees receiving notification of jury duty service, may contact the HRO for information pertaining to pay and allowances. Employees will promptly notify their immediate supervisor upon receiving notice of their having been selected for jury duty. The employee will present the Employer a signed jury timecard or other satisfactory evidence of the time served on such duties. An employee serving as a juror in a state or municipal court must collect all fees and the gross sum of fees received must be turned in to the Activity. Allowances received for meals, transportation, etc., may be retained by the employee.

Section 2. The Employer and the Union mutually agree that the employees in the unit may participate in charity drives endorsed by the Secretary of the

Navy for solicitation in the FISCPS. In no instance shall the Employer or the Union exercise pressure on an individual employee to contribute or not to contribute to a charity, nor will any reprisal action be made against an employee who refrains from contributing.

ARTICLE 23. COMMITTEE ASSIGNMENTS

Section 1. The Employer agrees that the Union may select representatives from the unit for assignment to committees as identified below and on appropriate boards and committees as formed. Names of Union representatives will be provided to the Employer in writing.

a. Employee Recreation Association - 1 member

b. Shop OSH Committees - 1 member

c. Incentive Awards Committee - 1 member

Section 2. The Union agrees to distribute the Union membership among its representatives so that no single workspace bears the responsibility of furnishing an employee to attend all meetings and committee/board meetings and duties.

ARTICLE 24. GRIEVANCE PROCEDURE

Section 1. This article provides for an orderly and exclusive procedure for the processing of the employee, Employer and Union grievances.

Section 2. This procedure applies to all matters subject to grievance procedures allowable under the Civil Service Reform Act of 1978 (Public Law 95-454) except:

a. Any claimed violation of subchapter III of chapter 73 of Title V, U.S.C. (relating to prohibited political activities).

b. Retirement, life insurance, or health insurance.

c. A suspension or removal concerning adverse actions initiated because of failure to qualify for security clearances.

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 any employee.

f. Performance ratings whose overall rating is other than fully successful, minimally successful or unacceptable on one performance element.

g. Incentive awards.

h. Non-selection for promotion.

i. Removal of probationary employees.

j. Termination of temporary appointments.

k. EEO complaints.

l. Any termination of benefits under Subchapter VI of Title VIII of CSRA (grade and pay retention).

m. Letters of Caution or Requirement. (The employee may grieve the factual content.)

Section 3.

a. Grievances may be presented and processed by: (1) an employee represented by the Union; (2) the Union on behalf of an employee; (3) an employee on that employee's own behalf; (4) the Union on its own behalf; or (5) the Employer.

b. In the event that an employee chooses to file a grievance on his or her own behalf, he or she may do so without the intervention of a Union representative as long as: (1) Management notifies the Union of the filing; (2) the Union has the opportunity to be present at any grievance meetings, and (3) the Union receives copies of any written decisions. The steps of this grievance procedure will be followed. Employees who are self-represented are not entitled to initiate arbitration.

c. It is agreed by both parties that early and prompt resolution of problems and complaints is desirable and attempts for resolution should be initiated at the lowest appropriate supervisory level.

d. It is understood that the original copy of the grievance form is the property of the Union and as such must be returned to the Union at each step of the grievance procedure. Grievance forms filed in "employee only" grievances are the property of the grievant.

Section 4. No supervisor or manager having decision-making authority in a succeeding step of the grievance procedure will participate in a grievance meeting of the aggrieved and subordinate supervisor or manager until the grievance has reached his or her level. This does not prevent an employee from making use of the command or a departmental open-door policy.

Section 5. If the Union President or Chairperson or appropriate management official believes the grievance could be resolved through the use of alternative dispute resolution (ADR) procedures, and wishes to pursue this process, they will contact the other party via a Labor Relations Specialist in the FISCPS HRO to review the grievance to discuss whether the ADR procedure is appropriate. If all parties, including the grievant, agree that ADR is the appropriate course of action, it will be will be conducted in an expeditious manner. Discussion of ADR will not suspend any time

frames in this article; however, if the parties commit to proceed with an ADR process, grievance processing time frames will be suspended until the date of the final ADR action. If the grievance process is to continue, time frames will immediately commence at the point at which the commitment to the ADR process was made.

Section 6. All grievances filed under this procedure must be filed within 15 workdays of the occurrence of the matter being grieved or the grievant becomes aware of being aggrieved and must be submitted in writing on the agreed-to grievance form. Unless otherwise stated herein the following steps will be followed in submitting grievances.

(Step 1.) Grievances must be submitted in writing on the agreed-to grievance form, with all applicable areas filled out, including, but not limited to, the exact nature of the grievance issue(s); the date of the occurrence, the specific procedural errors and/or negotiated agreement provisions alleged to have been violated and the specific relief sought. The employee or Union representative will submit the grievance form to the grievant's immediate supervisor or manager responsible for rendering the decision/action, or to the appropriate management official as directed in sections (7), 8 and 9 of this article. The management official will schedule a meeting, to attempt resolution of the grievance, within five (5) workdays following receipt of the grievance form. Witnesses will not be permitted during this step of the grievance process. Within five (5) workdays following the meeting, the management official will provide a written grievance decision.

(Step 2.) In the event the grievance is not resolved during step one (1) of this process, the original written grievance may, with no additional matters, be referred to the FISCPS Commanding Officer, within 10 workdays of receipt of the step one (1) decision. The grievance must include a copy of the step one (1) written decision and specific, written reasons for dissatisfaction with the step one (1) decision. The Commanding Officer, or designee, will schedule a meeting to attempt resolution of the grievance within 10 workdays following receipt of the step two (2) grievance. The parties may present such necessary, non-duplicative documentary evidence to fully present the facts. Non-duplicative witnesses who have direct, first-hand knowledge of the grievance issue(s) may be requested. Requests for specific witnesses will be submitted in writing to a FISCPS HRO Labor Relations Specialist within two (2) workdays of the Union receiving notification of the scheduled meeting and will include a summary of the evidence to be presented. Within 10 workdays following the meeting, the step two (2) deciding official will provide a written grievance decision. If the Step two (2) decision is not satisfactory, the Union may elect to invoke arbitration using the procedures outlined in Article 25 of this agreement.

Section 7. Grievances related to disciplinary/adverse actions will be initially filed with the management official one (1) level above that official rendering the action/decision at issue.

Section 8. Grievances pertaining to Performance Appraisals will be initially filed with the reviewing official.

Section 9. Grievances pertaining to merit promotion actions will be initially filed with the HRO Director or the selecting official as appropriate.

Section 10. Employees filing safety and health complaints through the DON system will not be precluded from filing grievances concerning that same violation through this grievance procedure.

Section 11. All time limits specified by the grievance procedure can be extended by agreement of both parties. Requests for extended time must be made prior to expiration of the relevant time frame and will be processed through the Union Chairperson and the Labor Relations Specialist assigned to facilitate the grievance process. Agreement will be forthcoming unless reasons exist for denying such extension. Any grievance that is not filed or appealed within the stated or extended time limit shall be considered closed. Failure of the Employer to meet the time limits prescribed shall constitute cause to move the grievance to the next step, or arbitration if at the second step, and so desired by the Union. If the employee or the representative fails to attend a scheduled grievance meeting for other than good cause, the deciding official may make a decision based upon the information available. If a deciding official fails to attend a scheduled grievance meeting the Union may move the grievance to the next step, or arbitration if at the second step, and so desired by the Union.

Section 12.

a. Union grievances will be originated in the second step of the grievance procedure by the Union President or designee. Presentation of the written grievance will be made within 15 workdays following the grievable event, or knowledge that such event occurred or is scheduled or occur. Upon receipt of such grievance, the procedures and time limits of the second step will apply.

b. Employer grievances will be originated in the second step of the grievance procedure by the HRO Director, or designee, presenting the written grievance to the Union within 15 workdays following the grievable event, or knowledge that such event occurred or is scheduled to occur. Upon receipt of such grievance, the procedures and time limits of the second step will apply.

Section 13. The Employer and the Union agree that when several employees have an identical grievance (where no individual variations are involved), the Employer and the Union will call the aggrieved employees together and the Union will select one (1) case for processing under the grievance procedure. The employees will be advised that in processing one (1) grievance for the group, the decision on the case selected will be binding on all affected employees. Names of all employees involved in this procedure will be made a part of the record of the case selected for

processing and when any decision is made on the grievance, each employee will be individually notified.

Section 14.

a. The Employer and the Union agree that at the option of the employee, they may appeal adverse actions either to the MSPB or through the negotiated grievance procedure, but not both. The employee is considered to have made a non-revocable choice at the time the written grievance is filed under the negotiated procedure or the written appeal under the appropriate statutory procedure.

b. In the event an employee wishes to appeal an adverse action under this negotiated grievance procedure in lieu of the appellate procedure as set forth in Section 7701 of the Act, the appeal shall be reduced to writing on the grievance form. The grievance shall be entered directly at the level above the deciding supervisory level within 15 workdays following the employee's receipt of the decision in response to the employee's reply to the adverse action proposal. On receipt of such grievance the procedures and time limits of the appropriate step will apply.

Section 15. The Employer and the Union agree that if at any time during the grievance procedure the grievant resigns their position for other than adverse reasons, the grievance is immediately considered closed and not subject to further processing in the form of an employee grievance. Further, the Employer and the Union agree that if at any point in the grievance procedure the grievant is awarded the personal relief sought, the grievance is considered closed.

ARTICLE 25. ARBITRATION

Section 1. Only grievances which have been processed through the grievance procedure in accordance with Article 24 may be appealed to arbitration.

Section 2. Arbitration may be invoked only by the Employer or the Union.

Section 3. If the decision at the second step of the grievance procedure does not satisfactorily settle the grievance, and either party desires to submit the grievance to arbitration, the appealing party shall, within 30 calendar days of receipt of the second step disposition, serve upon the other party a written notice of intent to arbitrate.

Section 4. Within seven (7) workdays from the date of receipt of the arbitration request, the party requesting arbitration shall meet with the other party to pick a mutually-agreed upon arbitrator. If the parties cannot mutually agree on a arbitrator, the appealing party will request that the Federal Mediation and Conciliation Service submit a list of five (5) impartial persons to act as arbitrators. The parties shall meet within five (5) workdays after the receipt of such a list. If they cannot mutually agree upon one (1) of the listed arbitrators, then the Employer

and the Union will each alternately strike one (1) arbitrator's name from the list of five (5) and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.

Section 5. The arbitration hearing shall be held during the regular day shift work hours of the basic work week and all employee representatives, grievants and employee witnesses, who are members of the unit, shall be in a pay status without charge to annual leave while participating in the arbitration proceedings, if they would otherwise be in a pay status. It is understood and agreed that payment in accordance with this section that overtime or compensatory time will not be paid for time involved in the proceedings.

Section 6. The arbitrator will schedule a hearing after giving due notice to the parties. At such hearing, the testimony will be limited to such material facts as are in dispute and to such material argument as the arbitrator considers to be necessary and proper. All other procedures relating to arbitration shall be determined by the arbitrator.

Section 7. Arbitration hearings will be held on the Employer's premises.

Section 8. The process of arbitration will be carried out as expeditiously as possible with a request that, whenever practicable, the arbitrator will render the decision, in writing, within two (2) calendar weeks after fully taking the matter under submission by sending copies of the decision to the Commanding Officer and to the Union President or designee.

Section 9. The arbitrator shall be prohibited from adding to, modifying, or subtracting from the terms of this agreement or any supplemental written agreement of the parties.

Section 10. The decision of the arbitrator shall be binding. If either party takes exception to the decision, it shall, within 10 calendar days, notify the other party in writing of its intent to appeal the decision to the Federal Labor Relations Authority.

Section 11. Grievances which are appealed to arbitration and which contain continuing liability shall be given priority over all other grievances in the arbitration procedure at that time.

Section 12. Should a dispute arise as to the grievability or arbitrability of a grievance, that issue shall be submitted to the arbitrator, as a threshold issue, for decision.

Section 13. The arbitrator's fee and the expenses of arbitration will be shared equally by the Employer and the Union. Either party may request a copy of the transcript and bear the cost thereof. If the other party desires a copy of the transcript, they will reimburse the other party for one-half the cost of the transcript.

ARTICLE 26. VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. The Employer and the Union agree that the following provisions and time frames are applicable as long as the payroll function remains under the Employer's control; and that a reasonable effort will be made to keep time frames and provisions in the event the payroll function moves to another command.

a. Union dues shall be deducted by the Employer from an employee's pay each pay period when the following conditions have been met:

b. The employee has voluntarily authorized such a deduction on the Standard Form 1187, Allotment Form.

c. The employee's earnings are sufficient, after all other legal deductions, to cover the full amount of the allotment.

d. Section A of the Allotment Form has been completed and signed by an official of the Union and the form has been received by the Payroll Office.

Section 2. There is established a multiple-dues structure. The Employer shall deduct Union dues in the amount listed on the Standard Form 1187, signed by an employee of the unit for which the Union holds exclusive recognition.

Section 3. The Union shall be responsible for ensuring that the Allotment Form is provided and made available to the members, and shall ensure that the employees are fully informed concerning the program for payroll deduction of Union dues, its voluntary nature, the uses of the required form, and the procedure for revocation of allotments.

Section 4. Deduction of Union dues shall begin with the first pay period which occurs after receipt of a correctly executed Allotment Form by the Payroll Office. However, such forms must be received by the Payroll Office not later than three (3) workdays prior to the beginning of the aforesaid payroll period. Employees may not request the deduction from their earnings of dues to more than one (1) Union.

Section 5. If the amount of regular dues is changed, the Labor Relations Officer will be notified in writing by the Union. The Labor Relations Officer will be advised two (2) weeks prior to any proposed effective date. The notification must contain the names of the employees effected, both the old and new dues rate for each employee and the pay period the change is to be effective. The amended amount will be withheld effective with the payroll for that pay period following the pay period during which the notice is received by the Labor Relations Officer, unless a later date is specified by the Union. Any change in the amount of a deductible for optional benefits sponsored by the Union will be administered in the same manner as above. Such changes shall normally not be made more frequently than once in 12 months.

Section 6. The dues shall be transmitted by the Payroll Office to the Treasurer of the Union, by check, not later than 10 workdays after the close of the pay period in which the deduction was made. With each remittance, the Payroll Office shall provide the Union with two (2) copies of the computer print-out, containing the following information, as a minimum:

a. Names and payroll number of each employee for whom dues are being deducted and the amount of each deduction.

b. Total number of employees for whom dues were withheld.

c. Total amount withheld.

Section 7. Revocation forms, Standard Form 1188, Revocation of Voluntary Authorization for Allotment Compensation for payment of Employee Organization Dues, will be made available. Such revocation will not be effective, however, until the first full pay period following one (1) year from the date the first deduction was made by the Payroll Office, provided the form is received by the Union in a timely fashion. Timely fashion - the time necessary for the Union to process the request and forward it to the Payroll Office to effectuate the stoppage. Thereafter, such revocation will not be effective until the first full pay period following any successive anniversary date, provided the form or request is received in a timely fashion as noted above.

Section 8. An employee's voluntary allotment for payment of his or her Union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

a. Loss of exclusive recognition by the Union.

b. Separation of the employee from the Unit.

c. Upon receipt of notice from the Union that the employee is no longer a member in good standing.

Section 9. The Union shall promptly furnish the Employer, and maintain on a current basis, a certification of the amount of dues and the name and address of the official of the Union authorized to certify Section A of Standard Form 1187 on behalf of the Union.

Section 10. This agreement for Voluntary Allotment of Union dues shall continue in full force and effect for as long as the Union continues to be recognized by the Employer on an exclusive recognition basis for the employees involved.

ARTICLE 27. PERFORMANCE APPRAISALS

The parties agree to retain the following provisions as an interim agreement until receipt of the forthcoming DOD Performance Appraisal

Program. Upon receipt of a DOD Performance Appraisal Program, the parties will review and recommend changes to the Partnership Council. Subsequent changes to this Article will be annotated by Memorandum of Agreement between the parties.

Section 1. The determination of work plans and performance standards is the responsibility of and is reserved to management. Informal discussions between the employee and supervisor concerning work plans and performance standards are a normal part of supervision and will occur to elicit employee input regarding performance criteria. Employees will be given an opportunity to participate in the development of the performance standards and the work plan for each position through discussions between the supervisor and the employees. Within 10 workdays of the beginning of the appraisal period the Employer will furnish the employee a copy of the Performance Standards which will include the performance elements and work plan. For newly appointed and promoted employees, performance standards will be communicated in writing within 10 workdays after entrance into the position. Changes to established performance elements or work plans shall be given to the employee in writing. Supervisors will discuss any changes to existing work plans and review established new work plans with their employees.

Section 2. All employees will receive a performance appraisal which will be based on a comparison of employee performance with the performance standards established for their position. Performance appraisals will be in writing, normally completed on an annual basis, and submitted within 30 calendar days after the end of the appraisal period. Performance appraisals will be discussed with employees in private during the month in which the rating is due. A block will be provided on the Appraisal form for the employees to indicate their views should they so desire. At the conclusion of the discussion with the supervisor, the employee shall sign the appraisal form. By signing, an employee merely acknowledges receipt of the appraisal, but not necessarily agreement with it. Employees will be given a completed copy of the form within 30 calendar days. Informal discussions between the employee and the supervisor concerning performance are a normal part of supervision and should occur throughout the appraisal period. However, a scheduled mid-year performance review shall be conducted.

Section 3. An employee may be reduced in grade or removed for failure to correct unacceptable performance at any time during the appraisal cycle, providing a current standard has been given to the employee. When an employee is determined by the supervisor to be performing at an unacceptable level, the supervisor will notify the employee in writing what action must be taken by the employee to improve his or her performance to a acceptable level and what assistance will be provided by the Employer to help them improve. The supervisor will give the employee at least 30 calendar days to bring his or her performance up to at least a minimally successful level. If the employee fails to achieve at least a minimally successful level during the performance rating warning period, 30 calendar days, or drops below the minimally successful level during the following 60 calendar days, then reduction-in-grade or removal will be proposed

Section 4. For each employee covered by this system the completed performance appraisal form and any supporting documentation shall be maintained within an envelope kept in the OPF itself and a copy will be furnished to the employee. Appraisers may retain unofficial copies of performance documents; however, the storage, access, and retention of such documents will be subject to the rules and regulations governing the Freedom of Information and Privacy Acts. Personal notes retained by supervisors/managers which are for the personal use of the author and are not provided to any other person and which are retained or discarded at the author's sole discretion are not considered a part of the performance appraisal file system; therefore, such notes are not subject to the Privacy Act.

Section 5. When employees are identified as being minimally successful or unacceptable during performance evaluations, documented training will be provided to assist them in improving their performance to an acceptable level.

Section 6. Requests for clarification about the contents of, or the setting of, performance standards, which have not been satisfactorily explained by the supervisor, will be reduced to writing by the employee. The request will be forwarded to the reviewing official. The reviewing official will respond to the request. The decision of the reviewing official concerning the contents of a performance standard is final and not subject to further review in any forum.

Section 7. Requests for clarification about the contents of performance appraisals, which have not been satisfactorily explained by the supervisor will be reduced to writing by the employee. The request will be forwarded to the reviewing official. The reviewing official will respond to the request. If the overall rating of record is other than minimally successful or unacceptable, the decision of the reviewing official concerning the contents of a performance appraisal is final and not subject to further review in any forum. If the overall rating of record is minimally successful or unacceptable, the decision of the reviewing official concerning the contents of a performance appraisal shall be handled in accordance with section 3 of this article.

ARTICLE 28. Partnership Council

The Union and the Employer collectively agree to establish a partnership council for the purpose of maximizing customer service/support and mission performance through a collaborative labor-management relationship as the political and economic environment dictates.

ARTICLE 29. Office Space

Section 1. Office space and furnishings will be provided and set aside for the use by the Union at the time the agreement is signed.

Section 2. Office equipment provided by the employer.

a. Computer 386 or better w/hard drive 40 meg. or better tied into the net.

b. Printer with stand/table.

c. Desk, two (2) chairs, one (1), four (4) drawer file cabinet.

d. Phone-with two (2) phone lines with outside capability.

e. Fax machine

ARTICLE 30. DEFINITIONS

For the purpose of this Agreement, the following terms and definitions are accepted by the Parties.

ALTERNATIVE DISPUTE RESOLUTION (ADR): For the purposes of this contract, Alternative Dispute Resolution refers to various processes available to resolve disputes other than traditional litigation, arbitration, unfair labor practice charges or other adversarial procedures involving binding third-party decisions. ADR may include, but is not limited to, the services of a neutral party in conciliation/mediation/facilitation, peer review panels, neutral fact finding, collaborative problem solving, use of an ombudsman, mediation-arbitration and advisory arbitration, and may include processes which result in binding decisions.

CHAIRPERSON: A unit employee of FISC Puget Sound, excluding Manchester Fuel Department, who has been appointed by the President, Bremerton Metal Trades Council.

CONFIDENTIAL EMPLOYEE: An employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations.

CONDITIONS OF EMPLOYMENT: Means personnel policies, practices, and matters, whether established by rules, regulation, or otherwise affecting working conditions, except that such term does not include policies, practices and matters.... (1) relating to political activities prohibited under subchapter III of Chapter 73 of Title V, United States Code, as amended;... (2) relating to the classification of any position; or... (3) to the extent such matters are specifically provided for by Federal statute.

DETAIL: A detail is an assignment, on a temporary basis, of an employee to perform duties not covered by the official position or job description or definition of his or her position or rating to another position or rating for temporary periods of time.

DISCUSS: The term discuss, where used in this agreement, means the partie will meet and exchange views. This is used where no agreement is necessar as in boards, meetings of committees, etc.

EXCLUSIVE REPRESENTATIVE: Any labor organization which is certified as the exclusive representative of employees in an appropriate unit pursuant to Section 7111 of Title V, United States Code, as amended.

GRIEVANCE: Any complaint (1) by any employee concerning any matter relating to the employment of the employee; (2) by any labor organization concerning any matter relating to the employment of any employee; or (3) by any employee, labor organization, or agency concerning... (a) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or... (b) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

FLEET AND INDUSTRIAL SUPPLY CENTER, PUGET SOUND, (FISCPS): Whenever the term Fleet and Industrial Supply Center, Puget Sound (FISCPS), is used in the agreement, the Fuel Department (Manchester Fuel Depot) is excluded, unless specifically included or addressed separately.

INTEREST-BASED BARGAINING: A different approach to negotiations and problem solving that focuses on interests, rather than positions and encourages negotiators to focus their energy on attacking the problem, and arriving at mutually-acceptable solutions.

NEGOTIATE: Means the performance of the mutual obligation of the representative of the Employer and the exclusive representative of employees to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment.

PARTNERSHIP: An agreement, in compliance with Executive Order 12871, to involve employees and their representatives as full partners in order to better serve customers and accomplish the Agency mission.

PARTNERSHIP COUNCIL: A council formed of an equal number of members from the Union and the Employer to set the policy for partnership and steer the two parties in partnership actions.

PERFORMANCE ELEMENT: A component of a position consisting of one or more duties and responsibilities which contributes toward accomplishing organizational goals and objectives and which is of such importance that unacceptable performance of the element would result in unacceptable performance in the position.

PERFORMANCE STANDARDS: Are expressed measures of the level of achievement established by management for the duties and responsibilities of a position or group of positions. Performance standards may include, but are not limited to, elements such as quantity, quality, and timeliness.

PRIVATE: When used in Performance Appraisals, Article 12, private means one on one, supervisor and employee. If the Employer determines that they must have more than the supervisor present during such discussions the employee will be allowed an equal number present either union representatives or the employee's peers.

ARTICLE 31. DURATION AND CHANGES

Section 1. This Agreement, as executed by the parties, shall remain in full force and effect for three (3) full years from the date of its complete approval by the Department of Defense. Further, it is provided that this Agreement shall terminate at any time it is determined that the Union is no longer entitled to exclusive recognition under the Civil Service Reform Act of 1978. On the request of either party, the parties shall meet to commence negotiations on a new agreement no more than 60, nor less than 30 days, prior to the expiration date of this agreement. If neither party requests negotiations per the above, the agreement will be automatically extended in one (1) year increments.

Section 2. Any amendment to this agreement approved by the Department of Defense shall be promptly reproduced by the Employer and disseminated to all employees within the Unit, as mutually agreed.

Section 3. No agreement, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by any employee or group of employees with the Employer, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and approved by the Department of Defense.

Section 4. The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

Date 14 January 1997

FOR THE EMPLOYER:

P. J. FLANAGAN, CAPTAIN, SC, USN
COMMANDING OFFICER
FLEET & INDUSTRIAL SUPPLY CENTER

KIP DUFF, NEGOTIATOR

BILL CRITES, NEGOTIATOR

ROBERT SHAFFER, NEGOTIATOR

BRENDA BIRD, NEGOTIATOR

FOR THE UNION:

THOMAS G. GARY, PRESIDENT
BREMERTON METAL TRADES COUNCIL

BILL CRIMMINS, NEGOTIATOR

(for) ERNESTO SANDOVAL, NEGOTIATOR

THOMAS G. GARY, NEGOTIATOR

JOHN KUCKENBAKER, NEGOTIATOR

Approved by the Department of Defense on 21 January 1997,
to be effective 21 January 1997.