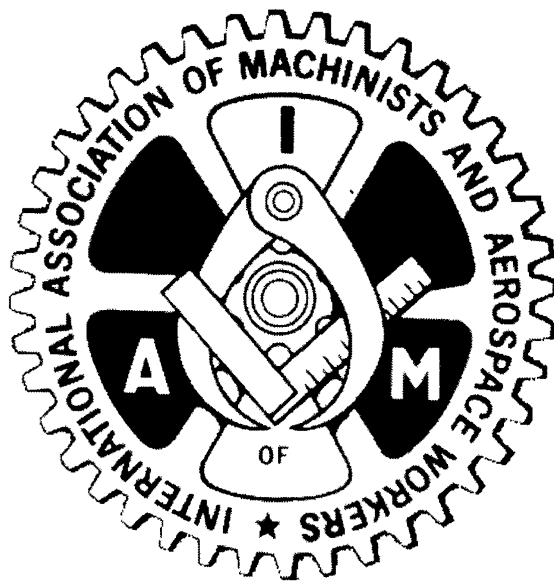


*Negotiated Agreement
between
FISC Norfolk
Fleet and Industrial Supply Center, Norfolk*

&

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



September 2006

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PREAMBLE

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

WITNESSETH

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

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

Now, therefore, the parties hereto agree as follows:

ARTICLE 1

RECOGNITION OF EMPLOYEE GROUPS

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

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

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

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

ARTICLE 2

RIGHTS OF MANAGEMENT

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3

THE AGREEMENT AND ITS RELATION TO LAW AND REGULATIONS

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

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

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

ARTICLE 4

LABOR - MANAGEMENT COOPERATION

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

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

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

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

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

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

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

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

ARTICLE 5

EXISTING BENEFITS, PRACTICES AND UNDERSTANDINGS

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

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

ARTICLE 6

DURATION AND CHANGE

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

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

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

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

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

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

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

ARTICLE 7

BASIC WORKWEEK

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

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

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

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

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

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

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

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

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

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

ARTICLE 8

OVERTIME

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9

HOLIDAYS

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

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

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

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

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

ARTICLE 10

ANNUAL LEAVE

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

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

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

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

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

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

ARTICLE 11

SICK LEAVE

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

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

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

circumstances, an employee may be informed of that requirement at the time he/she gives notification of the absence. In such questionable circumstances if professional medical attention is not obtained, sick leave may be granted upon submission of administratively acceptable evidence. Sick leave for medical, dental or optical examination or treatment must be applied for in advance. Sick leave for illness or injury must be applied for on return to duty.

Section 4. Employees who are incapacitated for duty because of serious illness or disability in excess of 10 workdays may be advanced sick leave not to exceed 240 hours, provided:

- a. The employee is serving under a Career or Career-Conditional appointment;
- b. The employee has a minimum of one (1) year current continuous Federal Civil Service;
- c. The employee does not have a current letter requiring the furnishing of a medical certificate for each absence claimed as sick leave;
- d. The employee's separation from the service has not been initiated by management nor is the employee contemplating separation by retirement or resignation;
- e. There is reasonable evidence, substantiated by a doctor's certificate, that the employee will be capable of returning to work and fulfilling the full scope of his/her duties;
- f. There is no evidence indicating the employee will not remain employed after his/her return to duty long enough to repay the advance sick leave;
- g. The employee has used all annual leave, except 240 hours which has been or will be accrued during the current leave year.

Section 5. The parties agree employees should conserve their earned sick leave as financial protection against future medical misfortune. Further, an employee may be required to provide acceptable medical evidence to support every absence due to illness or injury when there is just and sufficient reasons to believe the employee is abusing sick leave (e.g. the employee continually uses sick leave in short unscheduled absences about

as fast as it is earned and there is no reasonable explanation for such a pattern). This requirement will not be imposed until the matter has been discussed with the employee and the employee is given a reasonable opportunity to improve, e.g. not less than 30 days, unless just and sufficient reasons warrant more immediate action. Discussion means explaining the evidence of sick leave abuse to the employee, permitting the employee a reasonable opportunity to explain, giving serious consideration to the employee's explanation, and informing the employee if the explanation is acceptable or why it is not acceptable. This requirement will be reviewed at six month intervals and will be canceled when there is reasonable evidence the problem has been corrected and the employee has begun to accumulate a reserve of sick leave.

Section 6. An employee who becomes ill after reporting for work and is too ill to continue work will report such to the immediate supervisor. The employee may be granted sick or other appropriate leave for recuperation or to seek appropriate medical attention.

Section 7. Employees on an extended absence from work (in excess of 15 continuous workdays) for which sick leave is to be requested, will provide medical documentation addressing how the employee is incapacitated for work, including any work restrictions, and the date the employee is anticipated to return to work. Such documentation will be provided on a regular basis, but at least every twenty (20) workdays.

ARTICLE 12

LEAVE WITHOUT PAY

Section 1. Employees will be granted leave of absence without pay in accordance with applicable laws and regulations. Approval of leave of absence without pay is subject to workload considerations and normally will not exceed a one-year period for each application.

Section 2. Employee representatives elected or appointed to a Union office or as a delegate to any Union activity may request leave to attend Union activities. Annual leave for these purposes will be utilized. Where the employee has no more than 80 hours of annual leave due and accrued, leave without pay may be granted for these purposes. Such requests will be submitted as far in advance as possible but in no case less than five working days prior to the date leave is to begin. Consideration will be given to granting LWOP when the five (5) workday deadline is not met, if a written explanation for the delay in requesting LWOP is provided prior to the absence. LWOP will not be granted after the absence has taken place. Leave granted for these purposes shall normally not exceed two weeks nor will more than five (5) employees be granted leave for these purposes at any one time. No more than (2) two such leave without pay periods will be granted for each employee during a calendar year. The Union Chairman may not be granted any more than three (3) periods of leave without pay in a calendar year.

Employees accepting full time positions as Union representatives may be granted leave without pay for the term of their office, or in one year increments, whichever involves the lesser period of absence. No more than two employees at a time will be authorized this extended period of absence.

ARTICLE 13

FAMILY LEAVE

Section 1. Family and Medical Leave Act. Any employee is entitled to up to 12 administrative work weeks of leave without pay for the following purposes: the birth of the child of the employee and the care of such child; the placement of a child with the employee for adoption or foster care; the care of a spouse, child, or parent of the employee who has a serious health condition; or a serious health condition of the employee that makes the employee unable to perform the essential functions of the employee's position.

a. This entitlement is in addition to other leave benefits.

b. An employee, at his or her own option, may choose to substitute accrued, advanced, or donated paid leave, as appropriate, for all or part of the leave without pay.

c. The employee must provide advance notice of not less than 30 days before leave is to begin or as soon as is practicable.

d. The Employer is entitled to acceptable medical evidence of the illness of the employee or the illness of the family member and the employee's need to provide care.

e. Requests must be in writing. In emergency situations supervisors will grant tentative approval subject to the receipt of the written request and medical evidence at the earliest date as is practicable.

Section 2. Family Friendly Leave Regulations. There are regulations permitting an employee to use his or her own accrued sick leave to provide care for a family member as a result of (1) physical or mental illness; injury; pregnancy; childbirth; or medical, dental, or optical examination or treatment; or (2) to make arrangements necessitated by the death of a family member or to attend the funeral of a family member.

a. Family member under these regulations means spouse, and parents thereof; children, including adopted children and spouses thereof; parents; brothers and sisters, and spouses thereof; and, any individual related by blood or affinity whose

close association with the employee is the equivalent of a family relationship.

b. Any full-time employee may use up to 40 hours of accrued sick leave in any leave year for the purpose set forth above. Employees who can maintain continuously a balance of 80 hours accrued sick leave can use up to 104 hours.

c. Leave under these regulations is requested in writing like regular sick leave, but the request must be clearly marked Family Friendly Leave (FFL) and identify the family member involved (e.g. child, parent, etc.) In emergency situations, supervisors will grant tentative approval subject to receipt of required documentation at a later date.

d. The Employer is entitled to acceptable evidence establishing the relationship of the family member, the medical condition of the family member and the necessity of the employee to provide care. Supervisors will not request documentation in the death of a family member without prior clearance through the Employer's Human Resources Office, FISC Satellite Office, Labor and Employee Relations.

ARTICLE 14

CIVIC RESPONSIBILITIES

Section 1. In the event that an employee is summoned for jury duty, or as a witness in behalf of the Federal, State or local Government, he/she shall be paid at his/her basic rate for the time required from his/her normal work schedule to perform such duties. Any additional compensations included in the employee's regular scheduled administrative workweek, will be granted at the prescribed rate. In such cases, time shall be limited to that time necessary to execute required responsibilities.

Section 2. If any employee is called for the listed civic duties, he/she shall promptly notify the Employer and present acceptable evidence of the civic duty in order that arrangements may be made for his/her absence from the Activity.

Section 3. The employee shall present to the Employer acceptable evidence of the time served on such duty upon the first day employee returns to work.

Section 4. Administrative excused time will be given employees to vote in national, state, and local municipal elections or referendums. In this connection, employees will be excused without charge to leave for the purpose of voting on the following basis: Within a radius of 30 miles, for a period of three hours after the polls open or three hours before the polls close, whichever will cause the least period of absence from the Fleet and Industrial Supply Center; for 30 to 50 miles, for a period of four hours after the polls open or four hours before the polls close, whichever will cause the least period of absence from the Fleet and Industrial Supply Center; from 50-75 miles, five hours will be allowed on the above basis. For any distance over 75 miles, eight hours will be allowed.

Section 5. For employees who vote in jurisdictions which require registration in person, excused time to register will be granted on the same basis as for voting, except that no time shall be granted if registration can be accomplished on a non-workday.

Section 6. One week prior to all elections, each supervisor shall post a list of all unit employees in the shop. Each employee shall place a check beside his/her name certifying that they wish to be excused to vote. This certification shall be completed prior to the end of the shift two (2) workdays

preceding the day of excusal. Failure to give the two (2) workdays notice shall not in itself be a reason for denial, however, the employee will be required to certify in writing (check mark), that he/she wants excusal for voting prior to release from the work area.

ARTICLE 15

SAFETY AND HEALTH

Section 1. The Employer shall make every reasonable effort to provide and maintain safe working conditions and the Union will cooperate to that end and encourage employees work in a safe manner. The Employer shall notify the Union promptly of all serious (lost time) occupational accidents that occur.

Section 2. No employee shall be required to work in areas where conditions exist that are unsafe or detrimental to health without proper personal protective equipment and safety devices furnished by the Employer as determined by the Safety Officer. When conditions are determined to be unsafe by the Safety Officer, the Safety Officer and the Union Chairman shall immediately bring this to the attention of the division head responsible for the area where the unsafe condition exists.

Section 3. The Union shall have one representative on each Departmental Safety Committee. That representative shall be appointed by the Chairman. Appointees will be replaced for just and sufficient reason. The purpose of these committees is to consider safety and health problems which are of mutual concern to the parties and to promote and sustain a high level of interest in the Command's safety and health program.

Section 4. The Employer will consider assigning more than one employee when employees are engaged in hazardous operations as determined by the Safety Officer.

Section 5. The Employer will arrange adequate space indoors for lunch and breaks in order that employees may eat or rest in comfort, and will furnish a locker for each employee in the Unit as required.

Section 6. When stevedore gangs are assigned from dry and chill hatches to freeze storage hatches, the Employer will allow up to 30 minutes for changing into and out of protective clothing.

Section 7. The Employer agrees to make every reasonable effort to provide adequate ventilated, heated personnel carriers used in transporting FISC employees to remote duty locations.

Section 8. The Employer agrees to make available on an as required basis, protective clothing for employees who are required to work in areas (reefer holds or boxes) where low

temperatures must be maintained for the protection of Navy material, stores or provisions. Where new or surplus protective clothing, other than specified above, becomes available, it may be distributed to employees in individual work centers or situations. This individual distribution of clothing will not constitute an entitlement under this Agreement.

Section 9. Employees will not normally be assigned to perform work outside during extreme adverse weather conditions, such as hurricanes, blizzards, electrical storms, and violent winds and/or rain storms, except during emergency situations. In no case shall this provision be interpreted to conflict with Article 2 of this agreement.

Section 10. The Employer agrees to furnish suitable gloves to employees engaged in handling chemicals or other materials which would cause damage or injury to unprotected hands.

Section 11. The Employer agrees to furnish foot and eye protection (including prescription lenses) to the extent authorized by higher authority, to those employees working in areas or occupations deemed hazardous by the Employer.

Section 12. Normally no employee shall be required to ride as a passenger in or on any vehicle which does not conform to Navy Safety Regulations, or other safety directives of higher authority.

Section 13. The immediate supervisor of an Employee who incurs an on-the-job injury, requiring the completion of a CA-1, will notify the Union as soon as practicable.

ARTICLE 16

ENVIRONMENTAL DIFFERENTIAL

Section 1. Environmental Differentials are extra pay for duty involving unusually severe working conditions or unusually severe hazards. The Office of Personnel Management issues guidelines concerning payment of environmental differentials as set forth in applicable law, rule and regulations. The regulations require each installation or activity to evaluate its situations against the guidelines to determine whether the local situation is covered by one or more of the defined categories. Environmental differential may not be paid under this agreement for any situation which has not been described, approved through the collective bargaining process and duly recorded in an activity directive for that purpose.

Section 2. The procedure for authorizing environmental differential for specific work situations is negotiation. Likewise, discontinuation of environmental differential for any particular situation also requires negotiation. Using the guidance in applicable law, rule or regulation, either party may propose a particular work situation for authorization for environmental differential at any time. Within 60 days following the effective date of this agreement, the Employer will issue the proposed local activity directive which includes the situations presently authorized as established conditions of employment. Following any negotiation over environmental differentials, the Employer will record the changes in the activity directive without unreasonable delay and insure distribution to the Union and cognizant supervisors.

ARTICLE 17

PROMOTIONS

Section 1. Selections within the Unit will be made in accordance with Merit Promotion policies established in accordance with the Human Resources Service Center East (HRSC-E) Instruction. This instruction shall be in accordance with the Federal regulations and other directives of higher authority. Any procedures established separately or changes to the policy other than those required by a change in regulation, will be subject to negotiation.

Section 2. The Employer agrees to post on official bulletin boards copies of promotion announcements for all positions within the Unit and for first level wage grade supervisory positions, except those that are open continuously, for at least five (5) days prior to the closing date. Such announcements will include the OPM minimum qualification requirements for the position. Employees in the Unit shall have the right to submit applications in response to these announcements.

Section 3. Merit Promotion Registers will be provided to the General Chairman upon request, when reasonably necessary to discharge representational duties.

Section 4. Except for open continuous registers, the Employer agrees that all registers are good for one year. Registers for Unit positions will be established as open and continuous.

Section 5. Upon request, an employee who is nonselected for a Unit position will be afforded reasonable explanation as to the reasons for nonselection.

Section 6. The Employer agrees that all tests and interviews will be conducted during normal working hours, i.e. 0800 to 1630. The employees in the Unit will not be required to use leave for the purpose of participating in tests or interviews when such tests or interviews are required under the Activity's Merit Promotion Program and the competition is for a position at the Fleet and Industrial Supply Center.

Section 7. It shall be the policy of this Activity to compensate any Unit employee who is temporarily assigned to a higher level position within the Unit for a period of six (6) or more consecutive workdays. In administering this policy, the following procedure shall be followed:

When it is known in advance of the assignments that such assignment is likely to exceed those cited above, a temporary promotion will be made. If after assignment is made, and it is still continuing and it is then determined that the assignment will exceed those cited above, a temporary promotion will be affected as soon as is administratively possible following the date that the fact is known. Determination that such assignment is necessary will be the sole responsibility of the Employer.

First consideration of selection for such temporary assignments will be given from the appropriate existing register established by management in accordance with the Merit Staffing Plan. The Employer agrees to give first consideration from the smallest official organizational element in which the vacancy exists. For the purpose of this Article, the smallest official organizational element is identified as a Foreman and the group of employees working for him.

Section 8. When no register exists, the Employer shall give first consideration for selection from the smallest organizational element. The Employer agrees that an employee of the Unit who is assigned to perform supervisory duties during a temporary absence of a first line supervisor, for a period of less than 31 consecutive workdays shall be so assigned in writing on a form for that purpose. Further, Leader assignments shall be made utilizing the procedure above.

If a Union official or Union representative is temporarily assigned to a supervisory position, such Official or Representative will relinquish all activities and duties as a Union Official or Representative during the period of assignment.

Section 9. When it is known in advance, the Employer will advise the Union regarding the nature and extent of details of bargaining unit employees. Where possible, the Union will be consulted during the planning process for details of bargaining unit employees.

ARTICLE 18

JOB DESCRIPTIONS, REQUIREMENTS, AND CLASSIFICATION APPEALS

Section 1. An employee of the unit may appeal at any time, the grade, title, or series assigned his/her job.

Section 2. When a dispute arises between an employee and the Employer as to the accuracy of a job description, the dispute may be pursued by the employee through the grievance procedure.

Section 3. When an employee in the Unit feels that his/her job has an improper grade, title, or series, he/she shall have the right to request through his/her supervisor, that his/her job be evaluated. The employee may be accompanied by his/her Shop Steward or Chief Steward in presenting his/her request and discussing it with his/her first-line supervisor. Upon request, the Supervisor agrees to conduct an examination of the employee's work assignments to determine whether or not the grade, title or series is proper. As a part of the examination, the supervisor will talk personally with the employee and his/her Shop Steward or Chief Steward. Such discussions will include how the grade and title were established, the type of work performed, the skill required in relation to appropriate standards in the same job series or other job series, and other pertinent factors. If the employee is dissatisfied, he/she may discuss the matter with a higher supervisor or Position Classification Specialist. Full consideration will be given to any relevant information the employee or his/her designated representative may wish to present. The Employer will discuss with the employee and his Union Representative(s) the findings and/or decisions pertaining to a classification complaint or appeal and provide a written decision on the matter. If the employee is still dissatisfied, he/she may file a formal appeal in accordance with applicable regulations.

Section 4. Each employee will, upon request, be furnished a copy of his/her current job description.

Section 5. The Union may, upon request, review employee's job descriptions and job standards in relation to a specific problem.

Section 6. The clause in job descriptions stating... "performs other duties as assigned" will generally mean, but is not limited to, those miscellaneous duties normally associated with the trade, craft or occupation. Where particularly unpleasant

work cannot practicably be avoided, it will be distributed equitably. Employees will receive necessary orientation on new or unfamiliar tasks. Assignments to details or unclassified duties will be documented in accordance with prescribed regulations and applicable provisions of this Agreement.

Section 7. The Employer retains the right to assign work to employees within the Unit. Employees duties will be classified in accordance with Office of Personnel Management Standards and other applicable guides and standards of higher authority.

Section 8. The Employer further agrees to compensate employees commensurate with the assigned major duties and responsibilities identifiable with an established position.

Section 9. During the course of the annual review of job assignments (maintenance review of cyclic audit), if an employee disagrees with his supervisor on the accuracy of his/her job description, the dispute will be handled in accordance with the provisions of Section 2 or 3 of this Article. It is further agreed that during this review a job description will be available to the employee prior to being requested to initial verifying the accuracy of his/her job description.

ARTICLE 19

PERFORMANCE APPRAISAL SYSTEM

Section 1. The Performance Appraisal Review Systems (PARS) will be administered in accordance with applicable regulations. The performance objectives will, to the maximum extent feasible permit the accurate evaluation of job performance on the basis of objective criteria related to the job in question for each employee or position under the system. It is agreed that Management retains the statutory rights of Section 7106 to establish performance objectives.

Section 2. Appraisals of employees' job performance will be made at least annually, in writing. The results of performance appraisals will be used as a basis for training, rewarding, reassigning, promoting, reducing in grade, retaining and removing employees. The use of appraisal results will be in accordance with applicable regulations. No final rating of record will be based on a period of less than 90 days.

Section 3. The supervising official will meet with each subordinate employee at the start of each appraisal period to discuss the contents of the employee(s) Performance Plan. Employees will be encouraged to participate in the establishment of performance objectives. If the employee disagrees with the Performance Plan established by the supervising official, the employee will be allowed to make a notation on the Performance Plan stating which aspects of the Plan he/she disagrees with. The Performance Plan will be forwarded to the reviewing official for final decision as to the content of the performance objectives. The Performance Plan will be in writing and a copy of it will be given to the employee at the beginning of the appraisal period.

Section 4. The employee's Performance Appraisal Plan will identify the performance objectives for the appraisal period. Remedial action will be initiated once an employee's performance falls below the "acceptable" level. The remedial action taken will be in accordance with applicable regulations and will provide the employee with information/counseling on their performance deficiency and how it may be improved.

Section 5. The supervising official will conduct at least one progress review at approximately the mid-point of the appraisal period for the purpose of reviewing the employee's work progress during the appraisal period. Should updating of the Performance

Plan, i.e. modification of performance objectives be needed, the supervising official will discuss changes with the affected employee(s) and encourage their participation as in the initial establishment of performance objectives.

Section 6. At the end of the appraisal period, the employee's performance will be evaluated by comparing the employee's actual performance with the performance objectives identified in that employee's Performance Appraisal Plan. Work related factors specifically relating to the employee's assigned duties which are beyond the control of the employee will be considered before a rating is assigned. Upon completion of the final appraisal by the supervising official, reviewing official and activity head designee, the supervising official will discuss the basis for the rating with the employee.

Section 7. An employee may grieve a performance appraisal rating in accordance with the Negotiated Grievance Procedure. Performance based adverse actions may be appealed through the appropriate appeals procedure or grieved through the Negotiated Grievance Procedure, but not both.

Section 8. The Employer agrees to apprise employees of the provisions of any new changes to the performance appraisal system prior to its formal implementation. New employees will be provided information concerning the performance appraisal system upon establishment of their performance plans.

Section 9. The Employer agrees that the provisions of this Article will be applied impartially to all similarly situated employees.

ARTICLE 20

REDUCTION-IN-FORCE

Section 1. It is agreed that prior to any reduction-in-force the Union will be completely informed with respect to the positions involved, location of positions, and general competitive levels affected. Unless the particular circumstances beyond the discretionary authority of the Employer dictate otherwise, the Union will be provided this information at least thirty (30) days prior to the planned release date of Reduction-in-Force (RIF) Notices to be issued to individual employees. The parties recognize the benefits of providing as early notification as reasonably possible.

Section 2. The Employer will recognize the bumping and retreating right of all employees, including those with approved leave of absence, and will consider, in accordance with existing rules and regulation, seniority, veterans' preference, performance evaluations and group and subgroup in cases of RIF.

Section 3. Any career or career-conditional employee who is separated because of RIF will be placed on the reemployment priority list in accordance with the rules and regulations of the Office of Personnel Management and such employees will be given preference for rehiring within the job ratings.

Section 4. Any permanent status employee who is separated because of RIF action will be placed on the rehiring list of temporary status employees and shall have his name placed at the top of such rehiring list in the order of total seniority in his job rating, or any rate he/she is qualified for. This action will be taken in conformance with the provisions of the Veterans Preference Act of 1944.

Section 5. Any permanent status employee who is separated because of a RIF action and elects to have his/her name entered on the rehiring list of temporary status employees and accepts temporary employment from such lists may be granted preference for permanent status within his job classification.

Section 6. Employees who voluntarily accept demotion in lieu of separation because of a RIF action may be given special consideration for repromotion. If such consideration is given and the decision is made to not repromote the employee, the Union will, upon written request, be provided the reasons for

the decision, provided the Union's request is accompanied by the employee's written consent.

Section 7. Nothing in this Article shall be interpreted as to interfere with Management's rights, as defined in Article 2 of this Agreement.

ARTICLE 21

ASSIGNMENT OF EMPLOYEES

Section 1. It shall be the policy of this Activity not to require helpers or intermediate level employees to perform in established journeyman positions without appropriate compensation. Further, it is the policy of this Activity not to utilize re-occurring details of employees to higher level duties in lieu of a temporary promotion when it is known in advance that such a need exists.

Section 2. Immediate supervisors shall maintain accurate records of all employees who are assigned to higher level positions within the Unit for more than eight (8) hours but less than six (6) consecutive workdays, and to make such records available to the Union upon request; copies of these records will be provided to the employee semiannually at his/her request. (For supervisory positions see Article 17, Section 7).

ARTICLE 22

CONTRACTING OUT OF BARTGAINING UNIT WORK

Section 1. It is recognized that the contracting out of work within the Unit is an area of discretion of the Employer and higher authority. The Employer will consult with the Union concerning any contemplated contracting out of work that could adversely affect employees in the Unit or result in a reduction-in-force. The Employer will consider such actions as reassignment, restricting in-hire and other actions as a means of lessening the impact of the reduction-in-force on Unit employees.

ARTICLE 23

WAGE SURVEYS

Section 1. It is agreed that the Union shall have the right to request that area full scale wage change surveys be conducted when significant industry wage raises have taken place in the area, and that such request and substantiating data shall be promptly forwarded to higher authority.

Section 2. The Employer shall notify the Union as soon as possible when information is received that DOD has directed the start of an official wage survey for the Fleet and Industrial Supply Center, Norfolk.

Section 3. The Employer agrees that an appropriate Committee (not to exceed three (3) of the Union shall be excused from work, on administrative excused leave, for the purpose of appearing before the Local Wage Survey Committee to make representations on behalf of employees in the bargaining unit, on dates which the Local Wage Survey Committee schedules for this purpose.

ARTICLE 24

BOARDS AND COMMITTEES

Section 1. The Employer will appoint employees to membership on the indicated board as follows:

FISC FOOD SERVICE AND WELFARE AND RECREATION BOARD
The Union shall submit the names of two (2) persons who will be appointed, one as a primary member and one as an alternate (attending only in the absence of the primary member).

ARTICLE 25

PLANT VISITATION BY UNION REPRESENTATIVES

Section 1. The Employer or his designated representative will favorably endorse applications from authorized local and Union representatives for access passes to the Naval Station, Norfolk to visit the Fleet and Industrial Supply Center to carry out the functions prescribed by the Agreement or as may be permitted by the Employer or regulations. It is agreed and understood that the use of such passes will be in accordance with Naval Station and Fleet and Industrial Supply Center regulations and the provisions of this contract. It is further agreed and understood that compliance with such rules, regulations, and the provisions of this contract is a prerequisite for the continuance of this privilege.

Section 2. It is agreed by the Union that prior to Union representatives visiting work sites at the Fleet and Industrial Supply Center, the Manager of the HRO Norfolk Fleet and Industrial Supply Center Satellite Office or a designated representative of this office will be advised of the intended visit and purpose.

ARTICLE 26

UNION REPRESENTATION

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

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

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

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

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

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

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

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

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

Union Stewards shall be equitably distributed throughout the bargaining unit so that the demands for official time do not disproportionately impact any one organizational component or result in avoidable travel costs. The numbers of stewards and

their areas of representation shall be based on documented need and may be adjusted from time to time by mutual consent of the parties to insure the arrangement continues to be responsive to the interests of the parties.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 27

GOVERNMENT OWNED FACILITIES, EQUIPMENT, VEHICLES, AND SERVICES

Section 1. The Activity will provide the General Chairman with adequate administrative office space to accommodate the functions of the Union. The space shall be provided without cost to the Union and be equipped with standard office equipment to include desks, chairs, filing cabinets, telephone access (including a DSN line), and such other equipment and furnishing as may be desirable and mutually agreeable. Requests for replacement furniture may be made by the Union, and replacements made where warranted by the condition of the items. The Employer will provide the Union a copier for use in the office.

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

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

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

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

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

ARTICLE 28

DISCIPLINARY ACTIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 29

GRIEVANCE PROCEDURE

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

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

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

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

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

k. Appraisals other than annual ratings of record.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 30

ARBITRATION PROCEDURE

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

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

Section 3. The arbitrator's fee and expense shall be borne equally by the Activity and the Union, and shall not exceed that authorized by applicable regulations. In the event that it is necessary for the hearings to be held in facilities not under the administrative control of the Activity, the cost of such facilities shall be borne equally by the Activity and the Union. Further, the Activity and the Union shall share equally the expenses of any mutually agreed upon service considered desirable or necessary in connection with the arbitration proceedings. However, should one party desire a verbatim transcript of the arbitration proceedings, that party may arrange for such service at its own expense and shall receive all copies of such transcript. Further, should either party cancel the arbitration request, the canceling party shall pay any cost assessed by the arbitrator, unless mutually agreed otherwise.

Section 4. The arbitration hearing shall normally be held during the regular shift hours of the normal basic workweek. Employees of the Activity serving as Union representatives and necessary appellants and the employee witnesses who have direct knowledge of the circumstances and factors bearing on the case shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave. Those employees appearing as witnesses will be excused for only that

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

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

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

ARTICLE 31

EQUAL EMPLOYMENT OPPORTUNITY

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

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

Section 3. The Union shall submit the names of two (2) persons who will be appointed to the Equal Employment Opportunity Committee. Nominees/appointees will be replaced for good and sufficient reason. Copies of any written committee reports concerning matters affecting Unit employees shall be provided to the Union upon request except as prohibited by the Privacy Act. If the committee requires the rotation of members, the Union will submit new names accordingly.

ARTICLE 32

BENEFICIAL SUGGESTIONS

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

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

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

ARTICLE 33

BULLETIN BOARDS

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

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

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

ARTICLE 34

PARKING

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

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

ARTICLE 35

VOLUNTARY ALLOTMENT FOR PAYMENT OF DUES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 36

SAFEGUARDING OF PROPERTY

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

ARTICLE 37

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 38


PUBLICIZING THE AGREEMENT

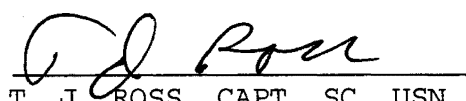
Section 1. As soon as practicable following approval of the Agreement by the Department of Defense, the Employer will reproduce this Agreement and distribute a copy to each employee in the Unit. On a monthly basis the HRO Norfolk, FISC Satellite Office will provide to the Union a list of new employees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

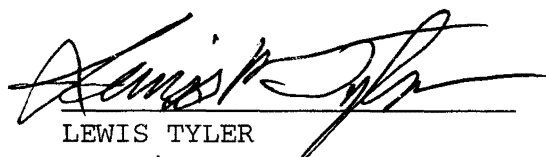
In Witness whereof, the parties hereto have entered into this agreement on 20 July 2006, it being understood by both parties that the provisions herein are subject to approval by the Department of the Navy.


FOR THE UNION:

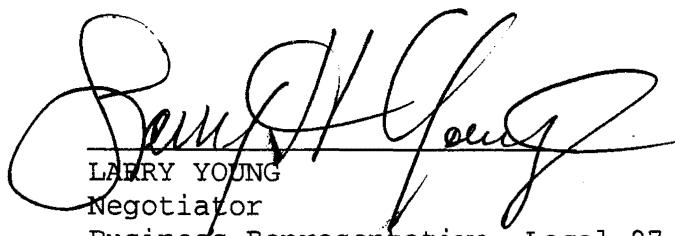
FOR THE EMPLOYER:



SEQUOIA JENKINS
Chief Negotiator
General Chairman, Lodge 97

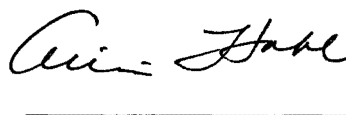

T. J. ROSS, CAPT, SC, USN
Commanding Officer
Fleet and Industrial Supply
Center, Norfolk, VA


LEWIS TYLER
Negotiator
Chief Steward, Lodge 97


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


LARRY YOUNG
Negotiator
Business Representative, Local 97


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


ALICIA HOHL
Chief Negotiator

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