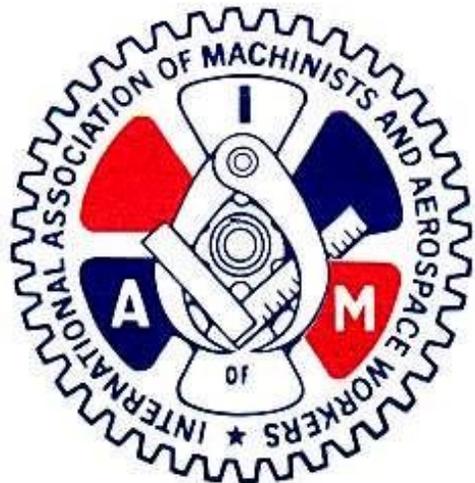


# Commander Navy Region Northwest

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NEGOTIATED AGREEMENT BETWEEN

COMMANDER NAVY REGION NORTHWEST  
FLEET & FAMILY READINESS PROGRAM  
NON-APPROPRIATED FUND EMPLOYEES

And

INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS

17 November 2015

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## **APPENDIX**

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## **PREAMBLE**

This agreement is made by and between the Commander, Navy Region Northwest (CNRNW), Silverdale, Washington, hereinafter referred to as the "Employer", and the International Association of Machinists and Aerospace Workers, District Lodge 160, IAM&AW, AFL-CIO, Local Lodge 282, hereinafter referred to as the "Union".

## **WITNESSETH**

In accordance with the provisions of Title 5 of the United States Code, Chapter 71, hereinafter referred to as the "Statute", and in consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

- (1) Experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them: (a) Safeguards the public interest, (b) Contributes to the effective conduct of public business; and (c) Facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and
- (2) The public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government; and

WHEREAS it is the intent and purpose of the parties hereto to promote and improve the efficient administration and performance of the Employer and the well-being of employees within the meaning of the statute, to establish a basic understanding relative to personnel policies, practices, procedures, and employment, and to provide means for amicable discussion and adjustment of matters of mutual interest which are discretionary with the Employer;

Now, therefore, the parties hereby agree as follows:

## **ARTICLE 1 RECOGNITION AND COVERAGE**

Section 101: The Employer hereby recognizes that the Union is the exclusive representative of all employees in the unit, as defined below and the Union recognizes the responsibility of representing the interest of all such employees without discrimination and without regard to organization membership with respect to grievances, personnel policies, practices, and procedures or other matters affecting conditions of employment.

Section 102: For the purposes of this Agreement the bargaining unit is described as follows:

Included: All non-appropriated fund (NAF) employees of the Fitness and Recreation Branch and the Navy Gateway Inns and Suites Branch of the Fleet Readiness Division, the Child Development Care Program, Family Readiness Division, including Child Development Centers, Child Development Home Programs, School Age Care and Youth Programs, of the Fleet and Family Readiness Department, Commander, Navy Region Northwest, Silverdale, Washington.

Excluded: All appropriated fund (APF) employees; all other non-appropriated fund employees; teen/student grant hires of the Child Development Care Program, professional employees; management officials; supervisors; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

## **ARTICLE 2 PROVISIONS OF LAW AND REGULATIONS**

Section 201: It is agreed and understood by the Employer and the Union that nothing in the administration of all matters covered by this Agreement shall be in conflict with existing laws and regulations of appropriate authorities including policies set forth in Office of Personnel Management and DoD instructions, by published agency policies and regulations in existence at the time the agreement is approved; and by subsequently published policies and regulations required by law within the restrictions of Section 7116(a)(7) of the Statute.

Section 202: The fact that the Union agrees to published agency policies and regulations in existence at the time the Agreement is approved does not preclude the Union from requesting to meet and negotiate to the extent required by law on any agency policy and regulation.

## **ARTICLE 3 NOTICES AND NEGOTIATIONS**

Section 301. It is agreed and understood that matters appropriate for negotiation between the Parties are personnel policies and practices and matters affecting general conditions of employment of Employees in the unit in accordance with the requirements of 5 USC 7117. The Employer will not unilaterally change any provision of this Agreement or implement any new regulation, policy, or practice that is within the discretion of the Employer without affording the Union the opportunity to bargain concerning the change and/or the impact and implementation of the change to the extent consistent with law and regulation. It is understood by the Parties that in the event that the Employer or the Union declares impasse during the negotiations, the Employer may at its own peril implement the change in working conditions.

Section 302. The following will constitute the procedure for notification and a request to bargain:

**Step 1.** As soon as practicable, the Employer shall notify the Chief Steward in

writing that the Employer intends to make a proposed change and will advise the Union of the proposed implementation date. The Chief Steward shall acknowledge written receipt of the Employer's notification.

**Step 2.** Within fourteen (14) calendar days after the Chief Steward's receipt of the notification provided in Step 1 above, the Chief Steward, if it desires to negotiate the proposed change, shall submit a written notification to the Employer to that effect and attach its written proposal(s) for the Employer's consideration. The Employer shall acknowledge written receipt of the Chief Steward's notification and proposal(s). If the Chief Steward does not request to bargain within the aforementioned timeframe, the Employer may implement the change and the Chief Steward waives any further request to bargain on the issue and/or waives the filing of any appeal to include but not limited to grievances and unfair labor practice charges.

**Step 3.** Upon receipt of the Chief Steward's request to negotiate and its written proposal(s), the Employer shall confer with the Chief Steward within fourteen (14) calendar days to negotiate concerning the proposed change(s) with the intent in mind of reaching mutual agreement.

**Step 4.** Upon reaching mutual agreement, the understanding reached shall be reduced to writing and duly executed by an authorized representative of the Employer and Chief Steward. In the event that after good faith diligent efforts on the part of the Chief Steward and the Employer mutual agreement cannot be reached, either the Employer or the Chief Steward may declare that an impasse has occurred. In the event this should occur, the declaring Party shall take all necessary and proper written action to resolve the impasse in accordance with governing law, rule, and regulations.

Section 303. The point of contact for this article will be to both Chief Steward or their designee and the Employer or the designee for the Employer.

Section 304. Requests for Information. Should the Chief Steward require documents or other evidence that is in possession of the Employer, the Chief Steward should send a written request to the NAF Human Resources Office using the optional Request for Information Form found in the contract's Appendix. The NAF Human Resources Office will respond in writing within fourteen (14) calendar days by either (a) producing the requested documents or other evidence, or (b) providing a detailed response as to why the documents or other evidence is not being provided using the optional Reply to a Request for Information Form found in the contract's Appendix. The request and the response may be facilitated via hard copy correspondence, fax, or e-mail. All time frames in Section 302 above will be suspended until management provides a response.

## ARTICLE 4

### MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 401. Nothing in the Collective Bargaining Agreement shall affect the authority of Management officials to exercise the Management rights delineated in the Civil Service Reform Act, 5 U.S.C. § 7106, which states:

(a) Subject to Subsection (b) of this Section, nothing in this chapter shall affect the authority of any Management official of any Agency;

(1) to determine the mission, budget, organization, number of employees, and internal security practices of the Agency; 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.

(b) Nothing in this section shall preclude any agency and any labor organization from negotiating;

(1) at the election of the Agency, on the numbers, types, and grades of employees or positions 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 Agency 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.

Section 402. Management acknowledges its responsibility to notify Employees of their “Weingarten Rights” on an annual basis.

Section 403. Labor-Management Partnership Council. The Employer will support and participate in the established Partnership Council. Decisions and actions of the Partnership Council will not void or modify any portion of this agreement.

## **ARTICLE 5 RIGHTS OF THE EMPLOYEES**

Section 501 - Statutory Rights. Each employee has the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union or refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in Public Law 95-454, the right to assist the Union extends to participation in the management of the Union and to act for the Union in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. The Parties agree that no interference, restraint, coercion, or discrimination shall be practiced to encourage or discourage membership in the Union.

Section 502 - Expression of Concerns to Union. Employees are encouraged to bring work-related concerns or complaints to the attention of their immediate supervisor. However, each employee shall have the right to bring work-related matters or complaints directly to the attention of the Union, utilizing established procedures under Article 7 of this agreement. The use of official time will be as specified in this agreement when bringing such concerns to the Union representatives.

Section 503. Representation Rights. The Employee can be represented by the Union at:

- Any examination of an employee in the unit by a representative of the agency in connection with an investigation if –
- The employee reasonably believes that the examination may result in disciplinary action against the employee; and,
- The employee requests representation.

## **ARTICLE 6 RIGHTS AND RESPONSIBILITIES OF THE UNION**

Section 601. Exclusive Representative: The Union, having been accorded exclusive recognition, is the exclusive representative of the employees in the unit and is entitled to act for, and negotiate collective bargaining agreements covering all employees in the unit. An exclusive representative is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership.

Section 602. Representation. As exclusive representative, the Union shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

b. Any examinations of an employee in the unit by a representative of the Employer in connection with an investigation if:

(1) The employee reasonably believes that the examination may result in disciplinary action against the employee; and

(2) The employee requests representation.

Section 603. Employee Listings: The Chief Steward may request a current listing of unit employees which will include the employees' job titles, immediate supervisor's name, and organizational and geographic locations. Such requests will be limited to two per calendar year and be forwarded to the designated Regional HRO Representative.

Section 604. Labor-Management Partnership Council: The Union will support and participate in the established Partnership Council. Decisions and actions of the Partnership Council will not void or modify any portion of this agreement.

## **ARTICLE 7 REPRESENTATION and OFFICIAL TIME**

Section 701. The Employer shall recognize the officials and designated representatives of the Union. The Union shall provide the Employer, and maintain on a current basis, a complete list of all officials, authorized representatives and any alternates.

Section 702. The primary point of contact between the Union and the Employer, for the purpose of discussing questions which may arise concerning the general administration or interpretation of this Agreement or other labor relations matters shall be:

For the Union: Chief Shop Steward for the Union

For the Employer: NRNW NAF Human Resources Manager or his/her designee

Section 703. Number of Representatives: The Union representative will consist of one Chief Steward. The Union may designate one alternate steward in the event the chief shop steward is temporarily unable to perform their representational duties. The Chief Steward will be a full time Union representative with eight (8) hours of official time each day they are not on leave or in a duty status.

Section 704. In accordance with 5 USC 7114, the Employer agrees to recognize representatives of the Union, or any such persons contracted with the Union to provide representation. Permission to enter any base where the Union has bargaining unit Employees is subject to the Unions informing the NAF Human Resources Office reasonably in advance of the visit:

- a. Name of visitor or representative;
- b. Union position held or relationship with the Union;
- c. Expected time of arrival and approximate duration of visit;
- d. Purpose of visit;
- e. Any Employer official or Employee who they wish to contact.

The NAF Human Resources Office will facilitate access to the base for the aforementioned individual(s). The Union understands that the NAF organization does not control access to any of the Navy's bases. As such, access is dependent on permission being obtained from the authority who controls access to the base where access is being requested.

Section 705. Official time for Employees. The Union agrees that prior to performing business for Employees they shall first request permission from the appropriate on-duty supervisor utilizing the Request for Official Time Form located in the contract's Appendix. The request for permission shall include a description of the nature of the business to be transacted, the location of the work to be performed, the name of the grievant/Employee, if applicable, and the approximate duration of the absence. In addition, prior to entering a work area under the authority of another supervisor, the supervisor of the Union representative shall obtain advanced permission from the grievant/Employee's supervisor before entering their work area, to include the nature of the business and the name of the Employee to be contacted. The contact between the supervisors will take place as soon as possible to obtain approval so that the meeting between the steward and the Employee can take place within the requested time frame. If the NAF officer/steward or employee cannot be spared at the requested time from their location, the supervisor shall inform the officer/steward of the time that permission may be granted to leave the job. Upon completion of the representational duties, the Employee and the officer/steward will report their return to work to their supervisor.

Section 706. Requesting and Recording Official Time. Union officials and employees will utilize the Request for Official Time Form in the Appendix for requesting and recording official time used for representational duties and/or requests to see a Union representative. This form will be submitted to their immediate supervisor. After supervisory endorsement, a copy of the form will be returned to the Union representative or the Employee and the original will be retained by the Employer. Failure to request official time utilizing this document, unless mutually agreed, may result in denial of the official time.

Section 707. Official time off from work granted to Union representatives shall not be used for discussion of any matter connected with the internal management or operations of the Union or any other labor organization; the collection of dues or assessments of other funds; the solicitation of memberships; campaigning for elective office in the

Union or any other labor organization; the distribution of literature; or the deliberate seeking out of grievances and complaints. The Union agrees that activities described above shall be performed during the time an employee is in a non-work status.

Section 708. Facilities. The Employer will provide an office for the Chief Steward's and Alternate Steward's use for the exclusive purpose of providing work space and record storage." The decision regarding the exact location of the office is the Employer's decision.

A. "The office will be equipped with a desk, two office chairs, telephone with voice mail or cell phone at the Employer's discretion, computer with Email, Computer Access Card (CAC), and internet access; and a four drawer file cabinet. Access to a fax machine, copier and printer within close proximity will also be provided by the Employer."

B. "The Employer will notify the Chief Steward prior to relocating the office. The Employer will negotiate over the impact and implementation of such a move.

Section 709. Geographic Site Visitation. The Chief Steward will be allowed to visit all region locations when performing representational duties in accordance with the Federal Service Labor-Management Relations Statute. The Chief Steward will be allowed to use a government vehicle and Wave2Go pass, where applicable for those visits. The process of requesting and use of the aforementioned will be established by the Employer and followed by the Chief Steward. Failure to follow the established processes may be reason to disallow the use of the government vehicle and/or the Wave2Go pass.

Section 710. The Employer will provide the Union a budget of forty (40) hours of official time to be utilized by the Alternate Chief Steward during each fiscal year for shadowing the Chief Steward or union sponsored training to gain practical labor relations experience. The Chief Steward will need to make the official time request to the NRNW NAF HR Manager or his/her designee. At the end of each fiscal year there is not any carryover of any unused hours.

## **ARTICLE 8 PUBLICITY**

Section 801. Bulletin Boards: The Employer will purchase and install bulletin boards next to the Employer bulletin boards for the Union to post notices of union meetings, recreational or social affairs, union election notices, and results of such elections. Any other materials proposed for posting by the Union must be reviewed and approved by the CNRNW, NAF Human Resource Manager and Union Chief Steward prior to posting.

Section 802. Employer Publications: The Employer agrees to consider publishing articles submitted by the Union in Employer newsletters or similar publications on a "space available" basis. Such articles shall be submitted to CNRNW, NAF Human Resource Manager at least fourteen (14) calendar days in advance of the publishing date.

Section 803. Union/Employer Relationship: The parties mutually denounce the use of defamatory or scurrilous statements by members of either party as being contrary to good Union/Management relationships, and further agree they will not condone such activity through failure to take affirmative action to prevent or stop such behavior.

Section 804. Employee Surveys: Employer-originated surveys/polls relating to working conditions of unit employees shall be conducted on official time and the results shared between the parties.

## **ARTICLE 9 DEFINITIONS**

**Agency:** Department of the Navy (DON).

**Amendment:** A change in the existing provision(s) of the agreement.

**Commander:** Commander Navy Region, Northwest (CNRNW).

**Conditions of employment:** Personnel policies, practices and matters, whether established by rule, regulation or otherwise, affecting working conditions as defined by law.

**Consultation:** Oral or written dialogue between the Employer and the Union concerning policies, programs, and procedures related to working conditions of the bargaining unit which are within the discretion of the Employer. The Employer agrees to give objective consideration to the Union's views prior to a formal decision-making. It is agreed that consultation is not, however, a joint decision making process and need not necessarily result in agreement between the Employer and the Union. Consultation does not limit the right of the Parties to engage in negotiations.

**Day:** Is defined as a calendar day.

**Detail:** The temporary assignment of an employee to a position other than his/her permanent position.

**Discuss:** A process whereby the Parties engage in conversation to exchange views and positions on matters related to conditions of employment which may lead to informal resolution.

**Employee:** Bargaining unit member of the unit described in Article 1.

**Employer:** Commander Navy Region, Northwest (CNRNW).

**Filing Deadline/Date:** Whenever a filing date or suspense date falls on a weekend or holiday, the deadline shall be the next regular workday of the administrative work week. The Union and the Employer may accept additional exceptions subject to mutual agreement.

**Flexible Employee:** Flexible employees serve in either continuing or temporary

positions up to 40 hours per week. The work may be scheduled in advance or may be on an as-needed intermittent basis. Flexible employees may not participate in the insurance and retirement programs, nor are they eligible for the leave program.

**Gender:** Sub-grouping of employees by sex and normally refers to the practice of describing policies as affecting either sex equally unless specifically described otherwise. Whenever the words, he, his or himself are used they are meant to represent both male and female, unless otherwise stated.

**Grievance:** Any complaint by a Unit employee concerning any matter relating to the employment of the employee; by the Union concerning any matter relating to the employment of any employee; or by an employee, the Union, or Employer concerning the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

**HRO:** Regional Non-Appropriated Funded (NAF) Human Resources Office.

**Immediate/First Level Supervisor:** The individual who has the authority to sign the employee's performance appraisal, approve leave, and certify time worked and attendance.

**Impasse:** The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.

**Management Official:** An individual employed by an Agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the Agency.

**NAF:** Non-appropriated Fund.

**Negotiation:** Collective bargaining between the Employer and the Union with the objective of reaching formal written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations, and published policies.

**OPF:** Official Personnel File maintained by the NAF Human Resource Office.

**Probationary:** A regular employee who has completed less than twelve months of continuous employment.

**Regular full-time (RFT) employee:** Regular Full-Time (RFT) employees serve in continuing positions on a regularly scheduled workweek of 35 hours or more.

**Regular part-time (RPT) employee:** Regular Part-Time (RPT) employees serve in continuing positions for a minimum of 20 hours per week but fewer than 35 hours per week on a regularly scheduled basis.

**SOP:** Standard Operating Procedure

**Supervisor:** An individual having authority to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action by the consistent exercise of independent judgment.

**UNION:** International Association of Machinists and Aerospace Workers, District 160, Local Lodge 282 (IAM&AW).

**Union Official and/or Union Representative:** Any officer, attorney, or representative of International Association of Machinists and Aerospace Workers, District 160, Local Lodge 282 (IAM&AW). National and the duly elected or appointed officials of the local including Stewards.

## **ARTICLE 10 STAFFING, PROMOTIONS AND PLACEMENT**

Section 1001 – Employment Policy: All employees and applicants for employment shall receive fair and equitable treatment for advancement opportunities without regard to race, age, sex, color, religion, national origin, lawful political affiliation, physical handicap or membership or non-membership in the Union.

Section 1002 – Filling Vacancies: Positions are to be filled by the Employer based on need and based on skills, knowledge and abilities. Qualification requirements shall be created using the classified position description. Positions shall be described in accordance with appropriate standards.

Section 1003 – Area of Consideration: The Employer will determine the area of consideration when filling vacancies. The Employer will consider in-house resources first through internal posting or concurrently with any outside sources.

Section 1004 – Recruitment Sources: Recruitment for NAF positions may be either competitive or non-competitive from various sources including:

- A. Selection from a certificate of eligible candidates on a competitive vacancy announcement.
- B. Selection from a certificate of eligible candidates from an open continuous announcement.
- C. Noncompetitive reinstatement or transfer of current or former NAFI employee.
- D. Noncompetitive interim hires to meet emergent needs not to exceed 90 days.

Section 1005 – Job Announcements: When the Employer decides to issue an official vacancy announcement to solicit applications, the announcement will be posted at NAF

HRO offices, Employer website and primary Employer work locations within the area of consideration. Announcements will include the following:

- A. Title, series, grade and pay;
- B. Organizational location;
- C. Knowledge, skills and abilities required to successfully perform in the position;
- D. Any special requirements such as a security clearance, driver's license, etc.;
- E. Area of consideration;
- F. Where and how to apply.

Section 1006. Selection preference for all competitive recruitment actions for positions graded at the CC, CY-02 and NF-03 and below and all prevailing rate positions, is prioritized as follows:

- A. Military Spouse Employment Preference;
- B. Involuntary Separated Military Personnel;
- C. Selection of an individual on the Reemployment Priority List (RPL) is a non-competitive recruitment action. Preference is in accordance with RPL provisions in Chapter 5, DOD 1401.1-M.

Section 1007. Separation/Termination of Time-Limited Appointments:

- A. Employees serving in a Time-Limited appointment may be separated prior to the termination of their appointment period with not less than a seven (7) day written notice, with the exception of employees removed for just cause. No advance notice is required to terminate an employee at the end of their established appointment period. Such separations are not grievable and are taken without prejudice and do not preclude reemployment.
- B. A probationary employee may be separated with not less than twenty-four (24) hours advance notice. Notice of separation may be given up to and including the last day of the probationary period, even though the effective day of separation may be beyond the end of the probationary period. The written notice will include a statement that the separation is not grievable or appealable through adverse action channels.
- C. Any employee who fails to report for duty or contact the Employer, and is carried in an Absent Without Leave (AWOL) status for three (3) consecutive work days may be separated for abandonment of position with no advance notice required, unless there are compelling circumstances.
- D. An employee who voluntarily resigns normally will be separated effective at the date agreed upon between employee and supervisor with appropriate documentation of the action. In the case of a resignation in lieu of discharge, the Employer may elect to separate the employee on the next workday. Such actions are non-grievable.

## **ARTICLE 11 HOURS OF WORK, SCHEDULES AND HOLIDAYS**

Section 1101: Administrative Work Week: The administrative work week for payroll purposes will be Friday through Thursday. For regular full-time employees the work week will consist of thirty-five (35) or more hours, normally scheduled on five consecutive days with two consecutive days off. The work week for regular part-time employees will consist of twenty (20) or more hours. The work week for flexible employees may be scheduled or unscheduled and may consist of 0 to 40 hours with possibility for overtime as determined by the employees applicable pay plan.

Section 1102: Work Schedules: It is agreed that the mission of an individual NAFI requires a high degree of responsiveness and flexibility on the part of both management and employees in order to meet both the needs of the patrons and ensuring financial sustainability of the NAFI. Work schedules will be provided to the employees or posted on bulletin boards at least one (1) week prior to the effective start date of the schedule. The schedule shall cover at least one basic work week. Normally employees will not be scheduled for increments less than two hours. Employees will be notified of changes to the schedule as soon as practical to meet mission requirements. In this regard the employer retains the right to make short term or temporary changes to individual employees' schedules on short notice to meet business requirements.

Section 1103: Notice of Ongoing Shift Change: Prior to changing the shift of regular employees on an ongoing basis, the Employer will inform affected employees and the Union of the change at least fourteen (14) calendar days prior to the start of the shift change. Where fourteen (14) calendar days is not possible due to emergent need and operational commitments, the change will be considered temporary until proper Union notification can be made and any clarification or concerns addressed. In such cases, the Employer will advise the Union and the employee as soon as known and practical. The Employer will consider employee requests to change shifts and hours. Requests may be granted with consideration for operational need, qualifications, and fairness to other employees.

Section 1104: Assignment of Flexible Employees: Flexible employees are scheduled from 0 to 40 hours per week and are assigned as required to meet business demands. Schedules for flexible employees may be adjusted without prior notice. Reasonable effort will be made to provide as much advance notice as possible to accommodate employee needs.

Section 1105: Meal Breaks: Employees working more than six hours per day shall normally be provided an unpaid meal period of at least one-half hour. Employees required to work through their designated meal break may be allowed an alternate time during the same shift, or will be compensated for the additional time worked. It is recognized that there may be exceptions where it is not considered feasible to grant a meal period. In such cases, the employees will be permitted to eat while working and shall be paid for the meal period in accordance with applicable laws and regulations.

Section 1106: Work Breaks: Brief work/rest breaks during the work day are beneficial to employee health, productivity and morale. Work/rest breaks are paid and will not result in charge to leave or extension of the workday and will normally occur midway through the first half of the shift and midway through the second half of the shift and may be staggered to accommodate scheduling. The timing of rest periods should not interfere with normal business operations. Breaks may not be taken at the start or the end of an employee's shift or in conjunction with a meal period.

Employees who work 4 to 6 hours will receive not less than one 10-minute break. Employees who work more than 6 hours will receive not less than two 10-minute breaks except in instances where employees work alone or relief is not available, i.e., Visitors' Quarters after-hours operation.

Section 1107: Overtime: Overtime assignments, must be approved by the Employer in advance.

A. Pay. Overtime will be paid in accordance with the appropriate pay plan and wage schedule of the position held, which is generally computed at one and one half (1½) times the base rate of pay. Overtime is defined as time in a pay status by employees in excess of 40 hours in the basic work week or more than eight hours during a work day.

- 1) Craft and Trade (CT) Employees (NA, NL, NS). Work performed either (1) in excess of 8 hours in a workday, or (2) in excess of 40 hours in a work week, whichever is of the greatest benefit to the employee. The over 8 in a day criteria does not apply in the case of an approved compressed or alternative work schedule. Holiday and paid leave hours count as hours worked.
- 2) Pay Band Employees (NF, CC, CY). Work performed in excess of 40 hours of actual hours worked during an administrative workweek. Administrative workweeks run from Friday through Thursday.

B. Notice. The Employer will provide as much notice of overtime assignments as practicable under the circumstances, with understanding that safety and needs of the business may at times provide little or no notice. If employees are needed to work overtime the Employer may, when possible, solicit volunteers from the on-duty personnel. If sufficient volunteers are not available management will determine the employees who will work the overtime. It is understood that employees do not have the right to refuse overtime directed by the Employer.

Section 1108 – Overtime: Overtime assignments must be approved by the Employer in advance and will be distributed fairly among qualified employees to meet operational requirements. If there are more than one volunteer, the most senior employee will be

assigned the overtime. If sufficient volunteers are not available management will assign the overtime by reverse seniority among on-duty personnel.

- a. Records of Overtime Worked. Records of overtime worked shall be maintained and made available to the Union upon request, subject to the provisions of the Privacy Act.

Section 1109 – Call-In Pay. Employees called into work will be paid for a minimum of two (2) hours of work.

Section 1110 - Holidays: Eligible Regular employees shall be entitled to federal holidays prescribed by law, and any that may be later added by law, or designated by Executive Order.

- A. In cases where the actual holiday (i.e. Christmas) and the designated holiday fall on different days, holiday pay or holiday premiums will be based on the designated holiday for eligible employees. Eligibility for holiday pay and holiday premium pay is based on employment category (regular, flexible, etc.) and is outlined in the Employer’s Regional Pay Plan.

## **ARTICLE 12 WAGE SURVEYS**

Section 1201: Survey Input: The Employer will forward notices of wage surveys to the Union as soon as possible as to the date such wage surveys will be conducted.

Section 1202: Time Allowed: Time allowed during workshop hours will be granted to not more than one employee selected by the Union for the purpose of appearing at a Wage Survey hearing or before the Wage Survey Commission to make a presentation concerning the wage survey coverage.

Section 1203: Data Collectors: Bargaining Unit employees assigned as wage survey data collectors will be paid regular and overtime pay for all work officially authorized and approved which is performed by them in the course of their duties as data collectors. Other expenses will be paid in accordance with applicable regulations.

## **ARTICLE 13 LEAVE AND HOLIDAY POLICIES**

Section 1301 – Annual Leave: Regular full-time and part-time employees are eligible to accrue leave based on their creditable time in service and hours worked (includes all hours in a pay status). Regular employees with less than 3 years of service

accrue annual leave at 5 percent of the hours worked in the basic workweek. Regular employees with 3 years, but less than 15 years of service, accrue annual leave at 7.5 percent of the hours worked in the basic workweek. Regular employees with 15 or more years of service, will accrue annual leave at 10 percent of the hours worked in the basic workweek.

The appropriate supervisor has discretionary authority to approve and oversee scheduling of annual leave. The supervisor will try to accommodate employee requests, but mission requirements must take precedence.

A. Procedure for Requesting Annual Leave. Regular employees will submit a leave request form to their supervisor by December 1 for any planned leave for the following year. Annual leave schedules will be prepared by supervisors before the beginning of the leave year and posted in a location where the Employees can view the schedule.

1. Conflicts in requested vacation periods will be resolved by granting requested dates to employees in the order of their seniority. However, employees will be able to exercise their seniority privilege for only one (1) conflicting leave period in a leave year.
2. Per the December 1 annual leave process, once approved, leave periods shall not be changed or cancelled by the Employer except for compelling reasons. Likewise, employees will not be allowed to change their leave schedule without Employer approval. It is highly suggested that employees consider purchasing “trip insurance if available” for any substantial travel expenses.
3. Employee requests for leave for periods other than the above shall be granted whenever possible on a first-come, first-served basis consistent with operating needs and the necessity for having certain skills available. Should two or more employees submit leave requests on the same day, for the same period, conflicts will be resolved by seniority. An employee’s request for annual leave, if made prior to the day for which leave is desired, will normally be granted subject to mission requirements. The supervisor will advise the employee as promptly as possible whether such leave request is approved, and if not approved, the reason for the denial.
4. Normally, requests for annual leave shall be planned, scheduled and approved ahead of time to allow supervisors to maintain a balance of employees to meet work requirements. Requests for occasional, unscheduled/unplanned leave that could not have been foreseen shall normally be submitted at least the day prior to the beginning of the workday for which the time off is requested. Where the basis for a request for unscheduled annual leave could not have been foreseen one day prior, the employee will normally make the request before the start of his shift. The parties understand that should such leave request be denied, the

employee still has the responsibility to report for duty at the start of his shift.

5. If the Employer cannot avoid cancelling previously scheduled leave because of emergency requirements, or when unscheduled leave is denied, the reasons for such actions will be explained to the affected employee at the earliest possible time. Employer agrees to work with the employee to reschedule or approve leave for such employee at another mutually agreeable time.
6. Annual leave for emergency purposes may be requested when unforeseen circumstances prevent the request and approval of leave in advance and will be considered subject to workload considerations. Should an emergency arise which prevents an employee from reporting to work, the employee shall request annual leave by telephone to his immediate supervisor. If the employee's immediate supervisor is unavailable, the employee will provide information as to how he may be contacted if the supervisor desires to do so. All such information received will be relayed to an appropriate supervisor. Normally, requests shall be made before the start of the work shift or, where not practicable, as soon as circumstances permit. In making such requests, the employee will provide information concerning the basis for the expected duration of his absence. It is understood that call-in requests for annual leave will not normally be approved in cases where there is considered to be insufficient justification for the absence or where the reason for the absence is such that leave could have been requested in advance.

B. Carry-over of Annual Leave. Maximum carry-over of leave from one calendar year to next is 240 hours. Applicable laws, rules and regulations apply on hours in excess of 240.

#### Section 1302 – Sick Leave:

- A. Accrual. Regular full-time and regular part-time employees are eligible for sick leave and shall accrue sick leave at the rate of 5percent of the total hours in the basic workweek while in a pay status.
- B. Approved Use. Sick leave will be approved only for those situations prescribed by applicable federal laws and instructions which include, but are not limited to, employee's incapacitation for duty, employee medical or dental appointments, and illness or medical and dental appointments of a family member requiring the employee's assistance. Employees will be allowed to take sick leave in increments of .2 hours (12 minutes) or higher.
- C. Procedure for Requesting Sick Leave. Employees not reporting for work because of incapacitation for duty will notify the immediate supervisor via a telephone call a minimum of two (2) hours prior to the beginning of their shift. Other than a telephone call any other form of notification, i.e. texting, will not be an acceptable form of contacting the Employer regarding the

requesting of sick leave. It is understood that all employees will have a contact point/person to telephone regarding this process if the immediate supervisor is not available. The only exception is when personal contact was not possible due to reasons beyond the employee's control. The employee's notice will include reason for absence, estimated duration and return, and any pass down instructions for work load coverage. The Employee's notification of sick leave does not constitute approval. If the employee's immediate supervisor is unavailable, the employee will provide information as to how he/she may be contacted if the supervisor desires to do so. Employees are expected to call in for each day of illness or provide an estimate of the length of the illness.

- D. Medical Certification. The supervisor may require the employee to furnish medical certification of illness to ensure employee fitness for duty for health and safety purposes or to substantiate requests for sick leave. Requests to substantiate sick leave would be the exception and not the rule, and would typically include such reasons as absences extending beyond 3 workdays, employee has exhibited a pattern of sick leave that may indicate abuse of the privilege, employee is out due to a work-related injury, employee is requesting Family Medical Leave, or employee is currently under a letter of requirement or performance plan requiring medical certification of each absence due to illness.

Where the Employer has reason to believe the employee is abusing sick leave, the employee will be counselled of the questionable sick leave record. The employee's sick leave record upon which this evaluation is based will be made available to the employee during this discussion. The employee may be advised during the discussion to submit a medical certificate to substantiate all future requests for sick leave due to claimed illness. Such notices shall be in writing. Normally, these notices shall not be based on absences for which the employee has been granted leave by submitting medical certification.

- a. Written notice of this requirement shall, as a minimum, inform the employee of the starting date of the requirement and any provisions for review of the notice and shall explain fully the reasons for believing the employee is abusing his sick leave benefits.
- b. This requirement will be reviewed by the supervisor and the employee after six (6) months and will be cancelled in writing when improvement in the employee's sick leave record warrants.

**Section 1303 – Military Leave:** Regular employees are entitled to time off with pay for up to the allowable maximum certain types of active or inactive duty in the National Guard or as a Reservist of the Armed Forces. The procedures for military leave for NAF employees shall be the same as those governing military leave for appropriated fund (APF) employees as established by applicable federal laws, regulations and Executive Orders.

**Section 1304 - Court Leave:** Serving in response to a jury summons is considered a

civic responsibility. Therefore Regular employees will be granted paid time for jury duty or court appearances due to a court order, subpoena, summons, or other judicial notification to be a witness on behalf of the U.S. government. Regular employees absent due to court leave will receive either their regular pay or will retain the court fees received from the court, whichever is the greater amount. This provision does not apply to an employee appearing as a witness in proceedings that involve only private parties. The employee will provide the supervisor supporting documentation for the court summons or jury notification.

Section 1305 – Funeral Leave: Paid leave of up to three (3) consecutive work days may be granted to regular employees for a death in the immediate family including spouse, parent, child, brother, sister, parent of spouse, grandparents or other close relative who is part of the employee’s immediate household. The Employee may request other types of leave if additional time off is needed or for members outside the immediate family.

Section 1306 – Leave Without Pay (LWOP): LWOP is an excused, unpaid absence from duty and may be granted to an employee who is receiving workers compensation benefits, for absence due to military service, for disability, or for other reasons subject to the supervisor’s approval. Employees requesting LWOP must mark the “Leave Without Pay” section of the NAF Request for Leave form and explain reason for leave in the remarks section. The supervisor will consider purpose for leave, impact on workload, the employee’s personal circumstances and any applicable laws and regulations such as the Family Medical Leave Act.

Section 1307 – Activity Closure: When normal operations of a NAFI, or a specific element of the NAFI, are interrupted by events beyond the control of management or employees, heads of NAFIs, with the approval of the CNRNW, may excuse all employees scheduled to work, with pay. Management has the discretion to identify the specific individuals (including unscheduled flexible employees) who will be granted time off, and those who will be required to come to work. If it is an emergency that also impacts civil service employees on the installation, the NAFI shall follow the same policy for NAFI employees as the installation uses for civil service employees.

## **ARTICLE 14 POSITION DESCRIPTION**

### Section 1401: Position Description

- a. The position description is a written record of the basic duties and responsibilities, physical requirements and supervisory relationship assigned to a position. The position description does not describe every duty the employee will be expected to perform; it merely describes the major duties and responsibilities. Minor duties may be omitted from the position description or covered by a brief statement showing that minor duties may be performed.

- b. In an emergency or when extenuating situations require, the Employer may assign employees on a temporary basis to duties and/or jobs not reasonably related to the employee's position to meet mission requirements.
- c. The Employer will notify the Union of changes in position descriptions which will result in a personnel action or an impact in working conditions.

Section 1402: It is the obligation of the Employer to periodically review position descriptions to ensure that significant changes in duties and responsibilities are reflected in the position description. If necessary, the supervisor will initiate revision of the job description in coordination with the NAF HRO.

Section 1403: An employee will be provided a copy of the position description upon reporting for duty in the position, and when changes are made in the position description.

## **ARTICLE 15 PROBATIONARY PERIOD**

Section 1501: Regular employees are subject to a one-year probationary review period upon hire. During the probationary period, the employee's conduct and performance of their duties are observed, and they may be separated without progressive procedures if circumstances warrant. This is a learning period and a testing period to determine if the individual will be an acceptable Federal employee. At any time during this period that the individual's performance or conduct indicates that the person may not be an acceptable Federal employee or right fit for the position, the employee may be terminated. Terminations during probationary period are not subject to grievance or appeal.

Section 1502 – Extensions/Repeat of Probationary Period: Only one probationary period will be required for a NAF employee except when a break in service of more than six months occurs or in event a separated employee is rehired within six months, but did not complete the probationary period prior to separation. In that event, the employee will be credited the time toward probation spent in the first period of employment.

## **ARTICLE 16 TRAINING AND EMPLOYEE DEVELOPMENT**

Section 1601. The Employer and the Union agree that training and development of employees within the Unit is a continuing process and is one of the fundamental areas of importance in good personnel management.

Section 1602. The Employer will publicize job training opportunities and inform employees of how to apply for training. The parties agree to stress to employees the need for self- improvement and training to increase efficiency and output.

Section 1603. Supervisors will provide necessary on-the-job orientation training to assist a newly assigned employee.

Section 1604. In recognition of the mutual advantages to the Employer and the employees, the Employer agrees to consider all employees for training it has determined necessary to update or provide new skills necessary to accomplish its mission. The Employer agrees to consider training recommendations and concerns admitted by the Union.

## **ARTICLE 17 PERFORMANCE AND PRODUCTIVITY**

Section 1701 – Performance/Productivity Improvement: The parties are committed to continuous performance and productivity enhancement initiatives designed to improve CNRNW’s competitive position and service to its customers. The Employer recognizes the importance of continuing feedback and keeping employees informed concerning their performance.

Section 1702 – Performance Evaluation: Every employee is entitled to an annual evaluation in a timely manner. The rating period for employees with last names beginning A through L will end October 31 of each calendar year. The rating period for employees with last names beginning M through Z will end March 31 of each calendar year. Timely manner is construed to mean employees will receive an evaluation within 60 days of the end of the evaluation period. Any non-probationary employee whose performance is rated as less than satisfactory in any rating element will be advised in writing of specific deficiencies and will be provided at least thirty (30) days, but no more than one hundred twenty (120) days to improve performance to an acceptable level. The amount of time allowed will vary based upon the duties performed and the effect of the nonperformance on the mission or customer services.

Section 1703 – Procedures:

- A. Upon assignment to his/her position, the Supervisor will meet with the employee to discuss overall program goals and objectives and performance expectations. Annually, the supervisor will discuss performance expectations prior to the commencement of the evaluation period. The supervisor preparing the performance evaluation will meet with the employee to discuss the employee’s performance evaluation prior to making it a part of the employee’s record.
- B. An employee’s signature on an evaluation indicates only that the evaluation has been received, and does not necessarily indicate an employee’s agreement with the evaluation.
- C. The Employer will counsel employees in relation to their overall performance on an as-needed basis. When a written record of these meetings is prepared, the employee will be given a copy, and the employee will have the right to make written comments. The employee’s written comments will be attached to the record. The Employer will maintain confidentiality of counseling sessions and

records of employees' job performance.

- D. An employee has the right to grieve his overall rating and/or the evaluation of a specific factor. When grieving performance, the employee shall provide written justification as to why the rating should be different. The grievance procedure for employee evaluations will follow the procedure as outlined in this Collective Bargaining Agreement (CBA).

## **ARTICLE 18 EMPLOYEE ASSISTANCE PROGRAM**

Section 1801 – Purpose: The Employer and the Union recognize the need to assist employees whose job performance or conduct may be adversely affected by personal problems. The Employer will consider the employee's positive efforts in seeking treatment and rehabilitation when determining whether disciplinary or adverse actions will be taken. All employees will be informed of the availability of the Employee Assistance Program.

## **ARTICLE 19 EQUAL EMPLOYMENT OPPORTUNITY**

Section 1901 – Policy: It is the policy of the Employer to afford equal employment opportunity to all unit employees. Discrimination against any unit employee because of race color, religion, sex, national origin or age is prohibited in accordance with applicable laws and regulations. The Employer and Union will work together to achieve a hostile free work environment.

Section 1902 – Reprisal: The parties agree that neither Employer nor Union officials shall interfere with, restrain, coerce, intimidate, or take reprisal against any unit employee for appearing, testifying, or furnishing evidence in connection with an EEO complaint.

## **ARTICLE 20 DISCIPLINARY ACTIONS**

Section 2001 - Disciplinary Actions: Disciplinary actions include removals, suspensions, reductions in pay or grade, and reprimands. Disciplinary actions do not include BBAs, letters of caution, performance counseling memorandums, oral admonishments, letters of requirement for leave abuse actions, reductions in grade or pay taken as a result of termination of temporary promotion or temporary increase in responsibility, a change to lower grade or pay band/level of an employee when the employee initiated the request and actions taken as a result of an employee being medically unable to work.

Section 2002 – Basis: Disciplinary actions will be taken only for just cause The

Employer agrees that disciplinary action should be effected in a timely manner.

Section 2003 – Investigation: Prior to initiating disciplinary action, the Employer will normally conduct a preliminary investigation into the matter. Bargaining unit employees are obligated to cooperate fully and honestly during the course of such investigations. The Union's right to be represented during such investigative discussions is described in Section 602 of this agreement.

Section 2004 - Union Notification: The covered employee has the option to forward a copy of his/her written disciplinary action to the Union unless he/she certifies in writing that the Union shall not be notified.

Section 2005 – Grievance and Appeals: An employee's opportunity to grieve a disciplinary action is discussed in Article 21 of this agreement.

## **ARTICLE 21 GRIEVANCE PROCEDURE**

Section 2101 – Definition: Grievance is any complaint:

- A. By any bargaining unit employee concerning any matter relating to the employment of the employee.
- B. By the Union concerning any matter relating to the employment of any employee.
- C. By any employee, the Union, or the Employer, concerning the effect or interpretation, or a claim of breach of a collective bargaining agreement; or any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 2102 – Exclusions/Coverage: Grievances shall not be processed for the following:

- A. Retirement, life insurance, or health insurance programs.
- B. Any claimed violation of Public Law 95-454 relating to prohibited political activities.
- C. Suspension or removal under the National Security Act.
- D. Any examination, certification, or appointment.
- E. The classification of any position (5 USC 7121);
- F. Termination or separation of probationary or temporary employees.
- G. The separation for unsatisfactory performance or misconduct of probationary Employees or flexible Employees with less than two (2) years of service with the Employer. A flexible Employee with the requisite two consecutive years of service with the Employer may grieve a termination action. The Parties understand that flexible Employees are not subject to progressive discipline; therefore the appropriateness of the discipline, as it relates to whether a lesser discipline should have been imposed, will not be a consideration in any grievance decision.

- H. Saved pay for reclassification;
- I. Business Based Action except on procedural grounds.
- J. Equal Employment Opportunity Complaints.
- K. Non-selection from a referral list of properly certified candidates.
- L. Non-receipt of a quality step increase, performance or incentive awards or other honorary or monetary recognition or non-adoption of a suggestion;
- M. Letters of caution.
- N. Initiation or termination of a temporary promotion or detail.
- O. Personnel actions voluntarily requested by the employee.
- P. Granting or not granting a pay increase to a pay band employee.
- Q. Salary rates or wage schedules established by appropriate authority.
- R. An action terminating a temporary promotion and returning the employee to the position from which he/she was temporarily promoted or reassigning or demoting him/her to a different position that is not a lower grade or level than the position from which he/she was temporarily promoted;
- S. An oral admonishment;
- T. A notice of proposed disciplinary action;
- U. The return of an employee from an initial appointment as a Supervisor or Manager to a non-Supervisory or non-Managerial position for failure to satisfactorily complete the required Supervisory probationary period;
- V. Actions taken pertaining to the security program;
- W. The content of published policy applicable to CNIC NAF employees;
- X. A specific action required by an authority outside of CNIC or any matter subject to final administrative review outside CNIC;
- Y. Management decisions regarding budget, workload, organization, and mission;
- Z. Reassignment to a position at the same rate of pay or grade/level and in the same employment category.

Section 2103 – Intent: The parties agree that a good faith effort will be made to settle grievances at the lowest level possible.

Section 2104 – Employee Initiated Grievances:

Step 1. All grievances shall be filed on the Grievance Form found in the Appendix and hand-delivered to the immediate supervisor (or faxed/emailed if the supervisor is at another geographic location) within fourteen (14) calendar days of either the occurrence or the date the employee first became aware of being aggrieved. (An employee’s ignorance of the terms of this Agreement shall not, however, constitute a basis for extending the time limits.) The written grievance must include the issue/action being grieved, the date the grievance occurred, an explanation that includes relevant facts that support why the grievant believes the action is unjustified, corrective action requested and the name of the Union representative if any. Within fourteen (14) calendar days of the receipt of the grievance, the supervisor to resolve the issue, shall meet with the employee and his/her representative to accept any evidence presented. The supervisor will provide a written decision within fourteen (14) calendar days of the meeting. If the grievance is not resolved at this step, the employee may advance the grievance to Step 2 within fourteen (14) calendar

days of the receipt Step 1 decision. In the event a disciplinary action is effected by a management official, and the Employee elects to grieve, the grievance will be presented to the next higher-level management official or their designee within fourteen (14) calendar days of the date of the disciplinary action or letter of decision on a proposed action and this will constitute a Step 2 filing.

Step 2. If a satisfactory settlement has not been reached at Step 1, the grievance will be submitted to Installation Program Manager (IPM) or their designee or the Installation N9 Director within fourteen (14) calendar days of receipt of the step 1 decision. This official or designee will schedule a meeting to occur within fourteen (14) calendar days of receipt of the grievance to hear the grievants' issues. A written decision will be issued within fourteen (14) calendar days of the meeting. If the grievance is not resolved at this step, the employee may advance the grievance to Step 3 within fourteen (14) calendar days of receipt of the Step 2 decision.

**Note: If the immediate supervisor is also the IPM, Step 2 of this procedure is waived. In such cases, if the grievance is not resolved at Step 1, it may be submitted directly to Step 3.**

Step 3. If a satisfactory settlement has not been reached at Step 2 (or at Step 1 as noted above) the grievance may be submitted to Installation N9 Director or their designee. A written decision will be issued to the grievant within fourteen (14) calendar days of the meeting.

Section 2105 - Stays of Discipline: The agency will ordinarily stay grieved suspensions until a final determination is rendered by the Employer's representative.

Section 2106 - Union/Employer Grievances: Non-employee grievances initiated by the Union or Employer will be submitted in writing as follows:

A. Union Grievances. Union Grievances will be sent to the NAF Human Resource Office

Manager or designee, within fourteen (14) calendar days of either the occurrence or the date the Union first became aware of being aggrieved.

B. Employer Grievances. Employer Grievances will be sent to the Chief Steward, within fourteen (14) calendar days of either the occurrence or the date the Employer first became aware of being aggrieved.

In the case of either (A) or (B), both parties will schedule a meeting to occur within thirty (30) calendar days of receipt to discuss and resolve the matter. If resolution is not reached then a written decision will be issued within fourteen (14) calendar days.

Section 2107 - Combining Grievances: Where several employees have submitted apparently identical grievances, the parties by mutual agreement may process one

grievance under a lead grievant.

Section 2108 – Representation: Any employee or group of employees may personally present a grievance through the negotiated grievance procedure and have it resolved without representation by the Union, provided that the Union will be given the opportunity to be present at all formal steps in the grievance process. Any such resolution however, may not be inconsistent with the terms of this Agreement.

Section 2109 – Timeliness:

- A. Time limits at any step of the procedure may be extended only by mutual agreement of the Employer and the Union.
- B. Grievances presented outside of the time limits mentioned in this article will not be considered at a later date unless the matter being grieved is recurring or where a written request for extension of time is made and then granted in writing.
- C. Should the Employer fail to meet the time limits specified, the Union may advance the grievance to the next step of the procedure.
- D. Should the Union or the employee fail to meet the time limits specified, the grievance will not be processed further.

Section 2110 - Alternative Dispute Resolution: The parties are committed to resolving differences in a spirit of cooperation with open communication and dialogue, and to resolving differences at the lowest possible level. The parties also understand that traditional dispute resolution methods such as grievance proceedings are confrontational and expensive, and too often produce results not satisfactory to any of the parties involved. If mutually agreed to the parties agree to examine alternative methods of dispute resolution such as mediation to supplement, improve, or replace the procedures defined in this Article.

## **ARTICLE 22 ARBITRATION**

Section 2201. Invocation. Only grievances that have not been resolved through the grievance procedure outlined in Article 21 may be submitted to Arbitration. Arbitration may only be invoked by the Union or the Employer by submitting a written notice of intent to arbitrate to the other party no later than fourteen (14) calendar days following receipt of the final written grievance disposition or determination, or fourteen (14) calendar days following the date the response such was due. If an arbitration notice is mailed to the other party, it shall be sent by certified mail, return receipt requested should return receipt be desired, and shall be deemed to have been served on the date of certified mailing. The time limits under this Section may be extended by mutual agreement.

Section 2202. Selection of the Arbitrator. The Parties may mutually agree upon an arbitrator. If the parties do not agree on an arbitrator, the moving party shall request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) arbitrators within twenty-one (21) calendar days of invoking arbitration. The cost associated with obtaining a list from FMCS shall be borne by the party that has requested arbitration. If the parties use the FMCS list, they shall meet (or confer by telephone) within fourteen (14) calendar days after receipt of the list to select an arbitrator. The parties will alternately strike one arbitrator's name from the list until one name remains. A flip of a coin will determine which party will strike the first name. The non-moving party will flip the coin. The moving party will call heads or tails. If the moving party is successful in calling the correct result of the coin flip they will have the choice to strike first or require the non-moving party to strike first. The coin-flip will take place at a mutually convenient location with a representative present from each party present. If the moving party refuses, delays or fails to participate in the selection process within the aforementioned timeframe, the grievance appeal will be considered terminated and withdrawn. If the non-moving party refuses, delays or fails to participate in the selection process within the aforementioned timeframe, the moving party may select the arbitrator from the list and set the arbitration date unilaterally. The time limits under this Section may be extended by mutual agreement without being considered a delay.

Section 2203. Setting the Hearing Once selection of an arbitrator is made in accordance with Section 2 of this Article, the moving party shall have the responsibility of contacting the selected arbitrator and obtaining available dates for the hearing. The hearing must be at least forty-five (45) calendar days from the date on which the parties agreed on the arbitrator. Once available dates are received from the arbitrator, the parties will mutually agree on a specific date for the hearing. If for any reason the selected arbitrator becomes unavailable the last arbitrator to have been struck will be contacted and the procedure in this Section will begin again, until an arbitrator with available dates has been selected. Should no arbitrator on the list be selected due to unavailability, then a new list will be generated in accordance with Section 2 of this Article, with the date the parties learned the last arbitrator was unavailable as the “invoking arbitration” date.

Section 2204. Pre-Hearing Conference. Within at least thirty (30) calendar days prior to the Arbitration date, representatives of the Union and Employer will hold a pre-hearing conference. The purpose of this conference is to attempt to agree on the issue or issues to be decided, stipulations of fact, witnesses (to include expected testimony), and to exchange documentary evidence thus far developed. Any documentary evidence available at the time of the pre-hearing conference that is not exchanged is excluded unless there is good cause as determined by the arbitrator. Any grievability/arbitrability issues that are still pending will be discussed at this time. This provision may be amended on a case by case basis by mutual agreement.

Section 2205. Moving Papers. In the event the parties are able to agree on issue(s) and stipulations of fact, a joint submission statement will be developed and forwarded to the arbitrator along with all the moving documents generated by either party as of the invocation of arbitration. If the parties are unable to agree on an issue(s), each party will serve upon the other and the arbitrator, its version of the issue(s) along with all the moving documents generated by either party as of the invocation of arbitration. These

submissions will be submitted within fourteen (14) calendar days prior to the arbitration. The arbitrator shall determine the issue(s) to be heard in the case of the parties submitting separate submissions.

Section 2206. Time and Location. Arbitration hearings will be held on the Employer's premises during regular day shift hours of the normal basic workweek. In the event the parties agree to hold the hearing at facilities not under control of the Employer, the cost of such hearing facilities will be borne equally by the Employer and the Union.

Section 2207. Proceedings. The procedures to conduct an arbitration hearing shall be determined by the arbitrator. When an employee-initiated grievance is being arbitrated, the grieving employee (or a representative employee in the case of an employee-group grievance) shall be in a pay status for the duration of the hearing if otherwise in a duty status. The Union's representative, who does not include a technical representative, if employed by the Command, will be on official time during the arbitration hearing if otherwise in a duty status. Employee witnesses having direct knowledge of the case and necessary for a full and complete hearing will be in a pay status if otherwise in a duty status to the extent necessary to permit their testimony. If there is a dispute as to the relevance of a witness the arbitrator will determine whether or not they will testify. Witnesses will only be on official time if they are regularly in a duty status during the time of the hearing. The union will notify the employer fourteen (14) calendar days prior to the arbitration hearing as to the witnesses that they intent to call to testify at the hearing. The Employer will arrange to have all employee witnesses available and on the correct status and confirm with the Union or employee at least seven (7) calendar days prior to the hearing.

Section 2208. Decision. The arbitrator will be requested to render his/her decision as quickly as possible. An arbitrator shall not change, modify, alter, delete, or add to the provisions of this agreement, but the arbitrator shall have full authority to provide a remedy appropriate to resolve the grievance, including but not limited to an award of back pay, restoration of leave or other benefits, interest, and reasonable attorney fees or other monetary or non-monetary make whole remedy to the extent authorized by controlling law and regulation.

Section 2209. Appeal. The arbitrator's decision is binding on the parties to this agreement; however, either party may file an exception to the decision with the Federal Labor Relations Authority.

Section 2210. Costs of the Arbitration. The compensation and expense of the Arbitrator and Arbitration shall be borne equally by the Parties.

Section 2211. Grievability/Arbitrability. Should either the Union or the Employer raise a question of grievability/arbitrability, they must submit their intent to raise such an issue at least fifteen (15) days after the request to invoke arbitration, including a request to use a different arbitrator on the grievability/arbitrability issue. Failure to make a request will be considered a waiver of the issue. If such an issue is raised the party raising the issue must submit request to dismiss including an argument in writing at least thirty (30) days prior to the Arbitration. The opposing party will then have twenty (20) days to file a

response to a request for dismissal based on arbitrability. Failure to abide by the time frames will result in waiver or dismissal. The arbitrator will be requested to render a decision with rationale on the issue of grievability/arbitrability prior to commencing a hearing and considering any other issue raised in the case. If the Arbitrator determines the matter grievable/arbitrable, the hearing will then go forward as scheduled on the remaining issues; if he/she finds the matter not grievable/arbitrable, the grievance shall be withdrawn. Should any party request that separate arbitrators be utilized for grievability/arbitrability issues and for merit issues then that party will bear the cost of having such an arbitrator who will be selected in accordance with Section 2 of this Article.

Section 2212. Scope of Proceedings. The Parties agree that the issue(s) to be arbitrated shall be no broader in scope than the issue(s) presented during the last Step of the grievance procedure, except that the Parties would not be precluded from introducing procedural and background material that is necessary and relevant. Documents or other evidence which were not made a part of the last step of the grievance processes will not be allowed to be submitted at hearing unless they were not available at the time of the last step of the grievance process, or there is good cause to allow their admission.

Section 2213. Transcripts of Hearing. No arbitrator has the authority to compel the taking of a transcript. If the parties mutually agree to the need for an official transcript, the cost will be equally shared by the parties. If only one party wants an official transcript or recording, the requesting party will pay for the cost of the transcript or recording and no copy will be made available to the other party.

## **ARTICLE 23**

### **BUSINESS BASED ACTIONS**

Section 2301 – Policy: A Business Based Action is a management-initiated labor action necessitated by changes in business revenue, budget, workload, organization, mission, etc. A BBA may include a reduction in salary, pay band, or grade; furlough of at least eight (8) calendar days; reduction in employment category (Ex: RFT to RPT), separation/job abolishment.

Section 2302 – Union Notification: The Employer agrees to notify the Union of pending Business Based Actions which will impact unit employees. The Union may make its views and recommendations known concerning the implementation of such Business Based Actions. Upon request, the Union will be advised of Employer actions taken to alleviate the impact of the BBA, i.e., use of Saving Investment Plans (SIP), utilization of existing vacancies, etc. The Employer will consider any recommendations from the Union concerning other actions possible.

Section 2303 – Regulatory Compliance: Business Based Actions (BBAs) will be carried out in strict compliance with applicable laws and instructions and in accordance with local Standard Operating Procedure (SOP).

Section 2304 - Review and Appeal Rights: Selection of an employee for BBA is not subject to grievance or appeal, however the Union and the employee will have the right to review the BBA register of impacted employees and file a grievance if the process has not been carried out according to the applicable instructions.

## **ARTICLE 24**

### **SAFETY, PROTECTIVE EQUIPMENT AND UNIFORMS**

Section 2401 – Employer Commitment: The Employer is committed to and responsible for providing a safe working environment and industrial health protection for all unit employees and will comply with all applicable federal laws and regulations and Navy regulations. The Employer is also responsible for ensuring that appropriate safety training is provided to unit employees in accordance with applicable regulations.

Section 2402 – Union Commitment: The Union is committed to supporting efforts to maintain safe working conditions. Union representatives are responsible for reporting any observed unsafe practices and conditions, as well as environmental concerns to the appropriate representatives of the Employer. Further, the Union agrees to encourage all unit employees to work in a safe manner and utilize provided protective clothing and equipment appropriate for their assigned duties.

Section 2403 – Employee Commitment: The Employees have a primary responsibility for their own safety and an obligation to know and observe safety rules and practices applicable to their assigned duties. Employees are also responsible for the security of and proper utilization of protective clothing and equipment provided by the Employer in accomplishing their work. Further, employees are responsible for bringing to the attention of their immediate supervisor any working conditions or situations they believe constitute a hazard to themselves or others.

Section 2404 – On-the-job Injuries: In event of a workplace-related illness or injury: In terms of worker's compensation benefits, NAF employees are covered by the provisions of the Longshore and Harbor Worker's Compensation Act (LWHCA), 33 USC 901 et seq. as authorized by the NAF Instrumentalities Act of 1958.

- A. Employer will provide the employee with procedures for reporting injuries and then submit appropriate paperwork to the insurance company for prompt handling of claims. Employees will report all on-the-job injuries or occupational illnesses, regardless of their severity immediately upon becoming aware of the injury or illness. The injury or illness should be reported to their immediate supervisor, but if their immediate supervisor is not available, to any manager/supervisor within the activity. In the event of an injury or illness on the job, the Employer will obtain and provide medical treatment and transportation, as appropriate. Continuation of pay for employees injured on the job and unable to work will be in accordance with applicable regulations. The NAF HRO shall provide periodic employee orientation and training to supervisors relative to instructions and requirements concerning reporting accidents and on-the-job injuries,

medical services and compensation.

- B. An employee has the right to choose their treating physician; and will inform the medical facility personnel that it is a work-related claim.
- C. Medical treatment for disability due to personal injury or disease sustained while in the performance of duty shall be provided pursuant to the LHWCA.
- D. The Employer will explain to the injured employee the process they must go through to acquire benefit entitlements.

Section 2405 – Personal Protection Equipment (PPE) and Uniforms: The Employer will provide appropriate Personal Protection Equipment and/or uniforms where required to unit employees. Employees will be trained how and when to use PPE and expected to utilize it to ensure safety of themselves and their co-workers. The Employer, at no expense to the employee, agrees to provide special tools, equipment and foul weather gear necessary to protect the employee and/or to assure the accomplishment of the mission. Environmental and hazardous differentials will be paid in accordance with 5 CFR 532 and 5 CFR 550.

Section 2406 – Medical Surveillance Programs: As determined necessary by the Employer, unit employees will be required to participate in medical surveillance programs appropriate for their occupations and working environment.

Section 2407 – Tobacco Policy: Tobacco use inside Department of the Navy (DoN) Facilities, in accordance with SECNAVINST 5100.13E Tobacco Policy, all tobacco use is prohibited inside Department of the Navy facilities. All types of tobacco product use (smoking and smokeless) may only be used in the designated tobacco use area. This policy includes e cigarettes use inside of any facility.

Section 2408 – Lifting: No employee will be required to lift items or operate machinery or equipment which requires physical exertion beyond the limits specified in current applicable directives and/or position descriptions.

Section 2409 – Video/Media Recording: Anytime an incident is reported to management or to the employer, and there is video evidence available, the video will be removed or downloaded and secured until the incident has been closed and resolved.

## **ARTICLE 25 UNFAIR LABOR PRACTICES**

Section 2501: The Employer and the Union agree that the resolution of complaints that arise under 5 USC 7116, Unfair Labor Practices (ULP) should be handled informally and between the Parties. Should either Party believe that the other has committed an Unfair Labor Practice (ULP) as defined in the FLRA, that Party shall serve written notice of the alleged violation of the Act upon the other Party. The Union will serve written notice

using Charge Against an Agency Form, FLRA Form 22, found in the Appendix and the Employer will serve written notice using Charge Against a Labor Organization Form, FLRA Form 23, found in the Appendix. For the Employer, the receiving official shall be the NRNW N9 Director or their designee; for the Union, the receiving official shall be the Chief Steward for the Union or their designee. The Party so served shall have twenty-one (21) calendar days from receipt of service to investigate the matter and meet with the other Party in an attempt to informally resolve the allegation. If the matter is not resolved after the expiration of the twenty-one (21) calendar day period, the charging Party may proceed to FLRA. The calendar day timeframe may be extended by mutual agreement. It is recognized, however, that all time limitations prescribed in FLRA regulations concerning the filing of ULP's apply and are not otherwise affected by the informal resolution period.

## **ARTICLE 26**

### **DETAILS, TEMPORARY PROMOTIONS AND REASSIGNMENTS**

Section 2601. A detail is the temporary assignment of an employee to a different position or set of duties for a specific period with the clear understanding that the employee is not officially reassigned but continues to occupy his/her position of record and shall return to his/her regular position upon completion of detail.

- a. Detail personnel actions shall meet the following criteria:
  1. Details will not involve a change in pay or employment category.
  2. Details to a higher grade/pay band or to a statement of unclassified duties shall not exceed 60 days.
  3. Details to the same or lower grade/pay band shall not exceed one year.
  4. When an employee is temporarily assigned to a position higher than his regularly scheduled position, he shall be temporarily promoted to the higher level position and receive the pay of the higher level position for the length of the assignment if the assignment is for a period of more than ten (10) consecutive workdays. At the conclusion of the temporary promotion, the employee shall return to his former position and rate of pay.
  5. When an employee is detailed to perform the duties of a higher position for less than ten (10) days, but has accumulated thirty (30) days within the preceding twelve (12) month period in a higher level position the employee will be paid for any working day in excess of the thirty (30) days.
  6. All temporary assignments of more than ten (10) consecutive workday will be documented in the employee's official personnel

folder.

- b. For this Article, scheduled days off and weekends will not constitute a break in the ten (10) consecutive workday period. Furthermore, unforeseen situations will be handled on a case-by-case basis between the Union and the Employer.
- c. When an employee is assigned to work temporarily in a lower graded position, he shall continue to receive the pay of his regular position.

Section 2602. Temporary Promotion. A temporary promotion occurs when a pay band employee is moved from a lower to a higher pay band for a specified period of time. Temporary promotions may be made for up to six (6) months on a non-competitive basis, and up to two years on a competitive basis. Temporary promotions beyond six (6) months' time frame must be made through competitive procedures. Persons promoted on a temporary basis must be given the normal promotion pay increase until the temporary promotion ends. At the conclusion of the temporary promotion the employee's pay will be reduced to where it was prior to the temporary promotion.

- a. A temporary promotion may be effected when:
  - 1. a position is vacant due to the extended absence of the incumbent;
  - 2. to fill a vacancy until a permanent appointment is made;
  - 3. to assign responsibility for increased workload of a temporary nature;
  - 4. for participation in a special project of limited duration; or
  - 5. other appropriate reasons as determined by the Employer.

Section 2603. A reassignment is a permanent position change at the same rate of pay or grade/level and in the same employment category. Reassignments are made at management discretion by use of a management initiated personnel action. Reassignment should only be to a position that management has some assurance that the employee can perform satisfactorily. In such instances, the employee does not have the right to grieve or appeal reassignment action.

Section 2604. The Employer will provide advance notice to the Union prior to effecting any reassignment, detail or shift change of a bargaining unit employee.

## **ARTICLE 27 SPECIFIC PROVISIONS**

Section 2701. CYP employees may work split shifts as needed to ensure CYP meets the required mission.

Section 2702. CYP employees may be required to work and may be scheduled in Child Development Centers (CDC), School Age (SAC) and Youth Programs as needed. This can occur on a daily basis as mission requirements dictate.

Section 2703. CDC Work Breaks – For every four (4) consecutive hours of work an employee will receive one 15-minute break except in instances where relief is not available.

Section 2704 – Letter of Caution - It is understood that when there is a dispute of facts within a Letter of Caution that the employee may submit a written statement to the management official issuing the Letter of Caution as a rebuttal.

Section 2705 – Distribution of Agreement: Copies of this contract will be made and available through the CNRNW website. The Employer will provide 50 copies of the collective bargaining agreement to the Chief Steward.

Section 2706. Flexible Time Off – Flexible employees do not earn annual leave. Flexible employees can request time off from work using the same procedure as identified in Article 13, section 1301 (A).

## **ARTICLE 28 VOLUNTARY DUES DEDUCTION FROM PAYROLL**

Section 2801: The employer will honor written authorization to deduct from the pay of an employee for the payment of regular and periodic dues to the union. Authorization shall be provided on a standard form agreed between management and union (SF-1187) and will include dated signatures of both the employee, and the appropriate Union authority.

Section 2802: Union dues will be deducted by the employer from an employee's pay each pay period when the following conditions are met:

- A. The employee is a member in good standing of the Union, or has signed up for membership in the Union subject to the payment of the first month's dues through payroll allotment as provided herein.
- B. The employee's net earnings after all legal and required deductions are sufficient to cover the entire amount of the allotment. No deductions shall be made when the salary is not sufficient to cover the full amount of withholding or when the employee is in a non-pay status for the entire pay period.
- C. The employee has voluntarily authorized such a deduction on Standard Form 1187.
- D. The Union through its authorized official has completed and signed Section A of such form on behalf of the Union.

E. Such completed form has been turned over to the Employer by the Union.

Section 2803 – Employee Communication: The Employer is responsible for educating the bargaining unit employees on the complete dues process, i.e., start, change, and termination. Both the Employer and the Union are responsible for maintaining a supply of the standard allotment forms for authorization of dues allotment, distributing the forms to members, certifying as to the amount of the dues, delivering completed forms to the Employer, educating its members on the programs for allotments for payment of dues, its voluntary nature, the uses and availability of the required form.

Section 2804 – Deduction Effective Date: Deduction of dues shall begin with the first pay period which occurs after receipt of the completed Standard Form 1187 by the Employer's servicing payroll office, provided it is received no later than Monday preceding the beginning of the biweekly pay period to which the allotment deduction is to be applied.

Section 2805 – Change in Dues Allotment: The amount of the union dues to be deducted each biweekly pay period shall remain as originally certified on such allotment forms until a change in the amount of such dues is certified to by the authorized Union official, and such certification is transmitted to the Employer by the Union. Such change shall begin with the first pay period after receipt of the notice of change by the Employer, unless a later date is specified by the Union, provided that the notification timing of Section 2804 above has been met. Such changes shall not be made more frequently than once each 12 months.

Section 2806 – Termination of Dues Deduction: An employee's voluntary allotment for payment of his union dues shall be terminated with the start of the pay period following the pay period in which any of the following occur:

- A. Loss of exclusive recognition by the Union.
- B. Separation of the employee from the Employer.
- C. Separation of the employee from the bargaining unit.
- D. The employer receives notice that the employee has been suspended or expelled from the union or has ceased to be a member in good standing.
- E. The employee submits a request (Standard Form 1188) to the Employer to voluntarily stop dues withholding. A copy of the SF 1188 will be promptly forwarded by the Employer to the Union. A termination of allotment under this Section shall be effective with the first full anniversary of the effective date when the employee's last dues deduction allotment began, provided the revocation is received by the Employer within the time frame established in Section 2804 above.

Section 2807 – Reports: Management shall transmit to the Union Secretary-Treasurer

promptly, after each regularly scheduled payday, all of the following:

- A. Lists of employees on voluntary dues allotments, including Social Security Numbers and the amount of the withholding for each employee, as well as the total number of allotment deductions and the total monetary amount withheld.
- B. An Electronic Fund Transfer to the Union for the total amount withheld.

## **ARTICLE 29 DURATION AND CHANGES**

Section 2901. Duration: This agreement shall remain in full force and effect for five (5) years from the date of its approval by the Department of Defense. It shall terminate, however, at any time it is determined that the Union is no longer entitled to exclusive recognition under the Statute. At the request of either party, the parties shall meet to commence negotiations on a new agreement no more than 60 days, nor less than 30 days prior to the expiration of this agreement. In the event negotiations are not complete by the expiration date, the parties agree this contract will be extended for up to one (1) year.

Section 2902. Changes: This agreement, except for its duration period specified in Section 2901, is subject to opening only as follows:

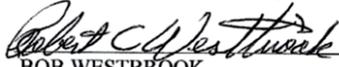
- A. Amendment(s) may be required because of changes made in applicable laws or Executive Orders after the effective date of this agreement. In such event, the parties will meet for the purpose of negotiating new language that will meet the requirements of such laws or Executive Orders. Such amendments will be duly executed by the parties and become effective on the date or dates agreed to as being appropriate under the circumstances.
- B. It shall be opened for amendments by the mutual consent of both parties at any time after it has been in force and effect for at least 6 months. Requests for such amendments by either party must be written and 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 requests. If the parties agree that opening is warranted on such matters, they shall proceed to negotiate. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendments as agreed to will be duly executed in writing by the parties.
- C. It may be opened for amendment upon written request of either party made within 30 calendar days after receipt of any order, instruction, or regulation of the Office of Personnel Management, Department of Defense, or Department of Navy, which if implemented, would alter one

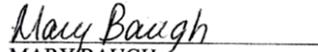
or more provisions of this agreement. Requests for such amendments must include a summary of the amendments proposed and make reference to the appropriate order, regulation, or instruction upon which each such amendment requested is based. The parties shall meet within fourteen (14) calendar days after receipt of such request to open negotiations on such matters. No changes will be considered except those bearing directly on and falling within the scope of the order, regulation or instruction. Such amendments will be duly executed in writing by the parties.

Section 2903. Amendments: Amendments to this agreement may only be made by the written mutual agreement of the parties. The non-enforcement of any provision of this agreement by either party shall not constitute precedent in the future enforcement of all the terms and conditions herein.

IN WITNESS WHEREOF the Parties hereto, through their authorized representatives, have executed this Agreement on the 19<sup>th</sup> day of OCTOBER 2015.

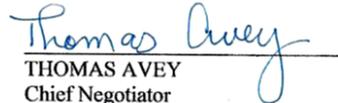
FOR THE UNION

  
BOB WESTBROOK  
Chief Negotiator for the IAM

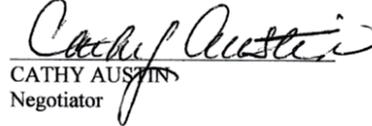
  
MARY BAUGH  
Union Negotiations Team Member

FOR COMMANDER, NAVY REGION  
NORTHWEST

  
John Baker  
NRNW N9 Regional Program Director  
Fleet and Family Readiness

  
THOMAS AVEY  
Chief Negotiator

  
JENNIFER FOSTER  
Negotiator

  
CATHY AUSTIN  
Negotiator

  
GWEN ADAMS  
Negotiator

## **COLLECTIVE BARGAINING AGREEMENT APPENDIX**

- 1. UNION'S REQUEST FOR INFORMATION FORM**
- 2. AGENCY RESPONSE TO UNION'S REQUEST FOR INFORMATION FORM**
- 3. REQUEST FOR OFFICIAL TIME FORM**
- 4. GRIEVANCE FILING FORM**
- 5. FEDERAL LABOR RELATIONS AUTHORITY CHARGE AGAINST AN AGENCY (FLRA FORM 22)**
- 6. FEDERAL LABOR RELATIONS AUTHORITY CHARGE AGAINST A LABOR ORGANIZATION (FLRA FORM 23)**

**APPENDIX 1.**

**Union Request for Information Form**

The following is a model form created by the FLRA Office of the General Counsel to assist unions in articulating their interests in information requested from agencies under section 7114(b)(4) of the Federal Service Labor Management Relations Statute.

**Union Request for Information Under Section 7114(b)(4) of the Statute:**

**DATE:** Date of the information request. \_\_\_\_\_

**REQUESTER:** Name of the requesting union. \_\_\_\_\_

**UNION CONTACT:** Name, position, mailing address and phone number of the union contact submitting the request:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AGENCY CONTACT:** Name, position, mailing address and/or phone number of the agency representative to whom the request is being made.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INFORMATION REQUESTED:** Description of information requested. (Include whether personal identifiers (such as names, social security numbers or other matters identifying individual employees) are included or may be deleted.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PARTICULARIZED NEED:** Specific statements explaining exactly why the union needs the requested information. (Explain exactly how the union intends to use the requested information and how that use of the information relates to the union's role as the exclusive representative. Include a specific statement for each type of information requested, as well as for the time period(s) encompassed by the request and the need for personal identifiers, if applicable.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PRIVACY ACT:** Do you know if the requested information is contained within a system of records under the Privacy Act? (If so, identify that system of records.)

\_\_\_\_\_

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**PUBLIC INTEREST:** If you know or think that the requested information is within a system of records under the Privacy Act, describe how disclosure of the requested information, including any personal identifiers and the time period encompassed by the request, would shed light on the agency's performance of its statutory duties or otherwise inform citizens of the activities of the Government.

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**OTHER MATTERS:** Other matters related to the request for information. (Discuss any other matters not listed above which relate to the union's information request and which may assist the agency in responding to the request.)

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Please contact me if the agency requires further clarification of our request or wants to meet to discuss the request, or a format or means of furnishing this information to the union, or the issues giving rise to this request.

**APPENDIX 2.**

**Agency's Reply to Union's Request for Information Form**

The following is a model form created by the FLRA Office of the General Counsel to assist agencies in articulating any countervailing anti-disclosure interests or employee privacy interests in information requested by unions under section 7114(b)(4) of the Federal Service Labor Management Relations Statute.

**Agency Response to a Union Request For Information Under Section 7114(b)(4) of the Statute:**

**DATE:** Date of the information request and date received by the agency.

\_\_\_\_\_

**DATE:** Date of the agency's response. \_\_\_\_\_

**REQUESTER:** Name of the requesting union. \_\_\_\_\_

**AGENCY CONTACT:** Name, position, mailing address and/or phone number of the agency representative responding to the union request.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**UNION CONTACT:** Name, position, mailing address and/or phone number of the union representative to whom this response is being made.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INFORMATION REQUESTED:** Agency's understanding of the information requested. (Include the time periods encompassed by the request and whether personal identifiers are being requested or may be sanitized.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ANTI-DISCLOSURE INTERESTS:** Specific statements explaining any countervailing anti-disclosure interests.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PRIVACY ACT:** Is the requested information contained within a system of records under the Privacy Act? If so, identify that system of records:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**EMPLOYEE PRIVACY INTERESTS:** If within a system of records, would the disclosure of that information implicate privacy interests? If so, specifically describe the nature and significance of those privacy interests.

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**DISCLOSURE FORMAT:** In what format is the agency willing to disclose the requested information? (Include whether the agency would disclose the requested information with personal identifiers deleted.)

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**PROHIBITED BY LAW:** Is the requested information prohibited by law? (If so, identify the specific provisions of that law and specifically explain why disclosure is prohibited by that law.)

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**NORMALLY MAINTAINED:** Is the information normally maintained by the agency in the regular course of business? (If not, specific statements explaining why the requested information is not normally maintained.)

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**REASONABLY AVAILABLE:** Is the information reasonably available? (If not, specific statements explaining why the requested information is not reasonably available.)

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**STATUTORY EXEMPTION:** Does the information constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining? (If it does, specific statements explaining why the requested information falls into that category.)

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**NEED FURTHER INFORMATION:** The union request is not specific enough to permit the agency to make a reasoned judgment as to whether the information must be disclosed under the Statute. To make this determination, the agency requires specific answers to the following questions:

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**OTHER MATTERS: Other matters related to the request for information.** (Discuss any other matters not listed above which relate to the union's information request and which may assist the union in understanding the agency's response.)

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**The agency is willing to discuss the request, or a format or means of furnishing this information to the union, or the issues giving rise to this request.**

**APPENDIX 3**

**IAM District Lodge 160 and the Commander Navy Region Northwest  
Request for the use of Official Time**

Requestor: Employee/Steward \_\_\_\_\_  
(Circle One) (Full Name: First, Middle Initial, Last)

Position Title \_\_\_\_\_ Workshift \_\_\_\_\_

Date Submitted \_\_\_\_\_ Date and Time Requested \_\_\_\_\_

Estimated Time Required \_\_\_\_\_ Destination (Site and Bldg No.) \_\_\_\_\_

Official Time is requested for the purpose stated below under the terms of the collective bargaining agreement. Check the appropriate boxes:

- Discuss matters of concern with Employee/Steward (Circle One)
- Research/Prepare/Present grievance (Employee/Steward) (Circle One)
- Review/Respond to correspondence/memorandum (For Steward Only)
- To serve as a witness for Hearing/Arbitration/Mediation (For Employee only)
- To serve as a representative for hearing/Arbitration/Mediation (For Steward only)
- Meet with Management (For Steward only)
- Other (Specify): \_\_\_\_\_

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**For Union Stewards:** If meeting with a Bargaining Unit Member, provide the following for coordination of release of employee by the supervisor.

Employee's Name: \_\_\_\_\_ Code: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_ Supervisor's Phone: \_\_\_\_\_

Approved  Rescheduled (Explain): \_\_\_\_\_

When arriving at destination, check-in with Employee's Supervisor and have Supervisor sign:

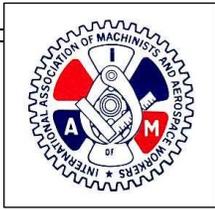
Supervisor's Signature: \_\_\_\_\_ Date and Time: \_\_\_\_\_

If rescheduled, indicate alternative dates and times available:

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Accepted by Employee/Steward

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Accepted by Employee/Steward

**PROVIDE COMPLETED FORM TO YOUR SUPERVISOR**



## Appendix 4

### Commander Navy Region Northwest and IAM District Lodge 160 Standard Grievance Form



NAME OF GRIEVANT		UNION GRIEVANCE #
NAME OF UNION REPRESENTATIVE		EMPLOYER GRIEVANCE #
REPRESENTATIVE'S PHONE	GRIEVANT'S WORK PONE	GRIEVANT'S CLASSIFICATION AND WORK LOCATION
ARTICLE(S) AND SECTION(S) NUMBER(S) OF CONTRACT WHICH WERE VIOLATED		
<p>STATEMENT OF GRIEVANCE (GIVE TIMES, DATES, WHO, WHAT, WHEN, WHERE, WHY, HOW) BE SPECIFIC.</p> <p>(CONTINUE ON SEPARATE PAGE IF NECESSARY)</p>		
REMEDY REQUESTED		
REPRESENTATIVE'S SIGNATURE		DATE
GRIEVANT'S SIGNATURE		DATE

<b>STEP ONE</b>			
IDENTIFY MANAGEMENT OFFICIAL RECEIVING GRIEVANCE (NAME & RANK)			
DATE DELIVERED	SIGNATURE OF MANAGEMENT OFFICIAL	DATE OF MEETING	DATE OF MANAGEMENT REPLY (SEE ATTACHED)
REQUESTED REMEDY GRANTED? (YES/NO)			GRIEVANCE RESOLVED? (YES/NO)

<b>STEP TWO</b>	
DATE DELIVERED	CHIEF'S SIGNATURE
DATE OF MEETING	DATE OF RESPONSE (SEE RESPONSE ATTACHED)
REQUESTED REMEDY GRANTED? (YES/NO)	GRIEVANCE RESOLVED? (YES/NO)

<b>STEP THREE</b>	
DATE DELIVERED	CHIEF'S SIGNATURE
DATE OF MEETING	DATE OF RESPONSE (SEE RESPONSE ATTACHED)
REQUESTED REMEDY GRANTED? (YES/NO)	GRIEVANCE RESOLVED? (YES/NO)

<b>NOTICE OF INTENT TO ARBITRATE</b>		
IDENTIFY MANAGEMENT OFFICIAL SERVED WITH NOTICE (NAME &/or RANK)		
DATE DELIVERED	SIGNATURE OF MANAGEMENT OFFICIAL	
Grievance Tracking:		
1st Step.....	from _____ / _____ / _____	to _____ / _____ / _____
2nd Step.....	from _____ / _____ / _____	to _____ / _____ / _____
Arbitration.....	from _____ / _____ / _____	to _____ / _____ / _____
DISPOSITION DATE	FINAL DISPOSITION OF GRIEVANCE	
NOTIFICATION DATE	GRIEVANT NOTIFIED BY	METHOD OF NOTIFICATION



