



Philadelphia

LABOR MANAGEMENT RELATIONS AGREEMENT

BETWEEN

**NAVAL SURFACE WARFARE CENTER,
CARDEROCK DIVISION,
SHIP SYSTEMS ENGINEERING STATION**

AND

**INTERNATIONAL FEDERATION OF PROFESSIONAL AND
TECHNICAL ENGINEERS
LOCAL 3**

2007

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PREAMBLE

WHEREAS the Naval Surface Warfare Center, Carderock Division, Ship Systems Engineering Station, Philadelphia (Employer) and the International Federation of Professional and Technical Engineers, Local 3, AFL-CIO & CLC (Union) recognize that the rights of employees to organize, bargain collectively, and participate through organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and

WHEREAS the Employer and the Union recognize that the public interest demands the highest standards of employee performance 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 the Employer and the Union recognize that a mutual commitment to cooperation promotes both the efficiency of the Employer's operation and the well-being of its employees; and

WHEREAS the Employer and the Union agree that the dignity of employees will be respected in the implementation and application of this Agreement as well as related personnel policies and practices;

NOW THEREFORE the Employer and the Union hereby further agree as follows:

ARTICLE 1
RECOGNITION AND UNIT DESIGNATION

SECTION 1. The Employer recognizes the Union as the exclusive representative of all employees in the Unit as defined in Sections 2 and 3 of this Article. The Union recognizes the responsibility of representing the interests of all such employees without discrimination and without regard to labor organization membership.

SECTION 2. The Unit to which this Agreement is applicable is:

All professional and nonprofessional General Schedule employees employed by the Naval Surface Warfare Center, Carderock Division, Naval Ship Systems Engineering Station (NSWCCD-SSES), Philadelphia, including the Field Representatives assigned to NSWCCD-SSES. (Bargaining Unit Status Code 074060).

SECTION 3. Excluded from the bargaining unit are:

All Fire Protection and Police General Schedule employees; Wage Grade employees; management officials; supervisors; and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6), and (7).

ARTICLE 2
EMPLOYER RIGHTS

SECTION 1. Subject to the provisions of Subsection 7106(b) of Chapter 71, Title 5, Federal Service Labor Management Relations Statute (hereinafter referred to as “the Statute”), management officials of the Activity retain the right:

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

b. In accordance with applicable laws:

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

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

(3) With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion; or any other appropriate source.

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

(5) To determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, tour of duty, or on the technology, methods, and means of performing work.

SECTION 2. Whenever language in this Agreement refers to specific responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation is normally handled. It is agreed that the Employer retains the sole authority to assign Agency work and to determine who will perform the functions discussed.

ARTICLE 3
EMPLOYEE RIGHTS

SECTION 1. It is agreed that each employee of the Unit shall have the right to join, form, or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each such employee shall be protected in the exercise of such rights. Such rights include, but are not limited to the right:

a. To act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to the heads of agencies and other officials of the Executive Branch of the government, the Congress or other appropriate authorities; and

b. To engage in collective bargaining with respect to conditions of employment in a manner consistent with the Statute.

SECTION 2. The Employer shall take such action consistent with law or with directives as may be required in order to assure that all employees are apprised of and guaranteed their rights as are described in the Statute and this Article, and that no interference, restraint, coercion, or discrimination is practiced by the Employer to encourage or discourage membership in the Union.

SECTION 3. The Employer agrees that all employees in the Unit will be treated fairly and reasonably in the application of this Agreement, and in the application and interpretation of laws, rules and regulations of the Agency or higher authority or Employer policies and procedures affecting working conditions.

SECTION 4. Neither the Employer nor the Union will discriminate against an employee in the Unit because of race, color, religion, sex, age, national origin, handicap, or because of membership or non-membership in a labor organization, or due to a member's active participation in a labor organization.

SECTION 5. The rights of employees, individually or collectively, through their exclusive representative to publicly petition Congress or a Member of Congress or to furnish

information to either House of Congress or to a Committee or Member thereof, may not be interfered with or denied.

SECTION 6. As a part of their orientation, all new employees hired in a position included in the Unit will be informed of the Union's exclusive recognition.

SECTION 7. An employee who is being examined by one or more representatives of the Agency in connection with an investigation may obtain a Union representative upon request if he/she reasonably believes that the examination may result in disciplinary action against him/her. The Employer will annually inform all bargaining unit employees of this right in the form of a notice in the Employer's official news publication (e.g. WAVELENGTHS).

SECTION 8. Investigatory Interviews

a. When an investigation is being conducted and where the employee is a potential recipient of disciplinary action, the employee shall be advised in writing by the investigator of the general nature of the interview, and of his/her right to be represented by the Union, prior to questioning or to taking any oral or written statement from that employee. The Union will have a representative readily available.

b. If during a disciplinary interview/examination or discussion an employee who has previously declined representation wishes representation, the interview/examination or discussion will be temporarily suspended while a representative is being obtained. The Union will have a representative readily available.

c. Adequate notification will be given to an employee, usually not less than twenty-four (24) hours, prior to investigator's interviews to allow the employee to seek and obtain representation if desired, and the Union to adequately fulfill its obligations and to schedule its participation if needed. Exigent situations may dictate a shorter notice period. The Union will have a representative readily available. An employee's failure to obtain a Union representative during the twenty-four (24) hour notice period will not serve as reason to delay or suspend the interview.

SECTION 9. Representation

a. Employees shall be granted the right to Union representation (e.g. representation on grievances, appeals, arbitration, Federal Labor Relations Authority processes, and certain Equal Employment Opportunity Commission processes) only in accordance with the expressed provisions of this Agreement;

b. Any unit employee may elect to represent themselves and decline Union representation in any situation for which this Agreement or any Statutory process specifies representation.

SECTION 10. An employee who has submitted a resignation may be permitted to withdraw his/her resignation provided such withdrawal is made within a responsible period of time before its effective date. The Employer may decline a request to withdraw a resignation before its effective date when it has a valid reason. Avoidance of adverse action proceedings will not be used as a valid reason to deny withdrawal. (Ref. 5 CFR 715.202)

SECTION 11. Unit Employees may be authorized excused absence from duty without loss of pay and benefits when they are engaging in any protected activity. Employees have an obligation to plan and schedule their time to engage in protected activity. Employees desiring excused time from duty to engage in protected activity will request and obtain approval for the excused time from the Employer, normally through the first level supervisor, prior to leaving their work site/assignment. The request will include no less than the time the employee expects to be away from his/her work assignment (e.g. 1300 to 1400 hours), the general nature of the business (e.g. grievance meeting), and the place the employee expects to be engaged in the activity (e.g. Union Office). The parties understand that most appointments with the Union should generally take no more than one hour. If more time is requested, the employee will provide explanation to the Employer for the request for additional time. Granting the request will be contingent upon work requirements. When the Employer determines that work commitments require the employee's attendance, scheduled and approved excused absence to engage in protected activity may be cancelled and rescheduled. If a request cannot be granted, or the approved excusal must be cancelled, the Employer and the requesting employee will discuss an acceptable alternative time.

SECTION 12. The Union agrees to advise employees making appointments or engaging in protected activity to request excused time in accordance with Section 11 above, and that employees should obtain Employer approval, normally through the first level supervisor, before leaving their work assignments to engage in protected activity.

ARTICLE 4
RIGHTS OF UNION

SECTION 1. The Union shall be recognized as the exclusive representative of, and entitled to act for, all employees of the Unit, and is entitled to negotiate agreements with management covering those employees. The Union has the right to be represented at: (1) any formal discussion between one (1) or more Agency representatives and one (1) or more employees (or their representatives) concerning any grievance, personnel policy or practice or other condition of employment; or (2) at any discussion, examination or investigation between an employee and a representative of the Agency, at the employee's request, if the employee reasonably believes that the discussion, examination or investigation may result in disciplinary action.

SECTION 2. The Union shall have the right to present its views to the Employer on matters of concern either orally or in writing and if either party requests, the parties agree to meet promptly in an effort to resolve the matter which created the concern.

SECTION 3. The Union shall be promptly notified by management and have the right to be represented at any meeting held by management with any other organization, group or individual which could affect the rights and obligations of the Union as the exclusive representative of the Unit.

SECTION 4. The Union will be permitted to provide a representative who will be granted up to ten (10) minutes to speak to new employees at the new employee orientation sessions regarding employee rights, Union representation and recognition, and to answer any questions directed to the representative. If the Union chooses, it may make its presentation in the form of handouts.

SECTION 5. The Union will be provided a current listing of all employees of the Unit, upon request, but no more than four times per year, which will include names, job titles, grade, series and organizational code.

SECTION 6. The Union shall have the right to discuss with the Employer any dispute or complaint concerning the interpretation or application of this Agreement, or any policy, regulation, or practice now or hereinafter enforced wherein the Employer has discretion.

ARTICLE 5
PROVISIONS OF LAWS AND REGULATIONS

SECTION 1. It is agreed and understood by both the Union and the Employer that this Agreement is subject to the precedence of existing and future Federal laws and existing Government-wide rules and regulations.

SECTION 2. In prescribing regulations relating to personnel policies, practices and general working conditions which are not covered under this Agreement, the Employer shall, upon request, negotiate with the Union consistent with the Statute and this Agreement prior to issuing and/or changing such regulations.

SECTION 3. Any right or privilege negotiated on behalf of Unit employees shall not be denied to temporary, probationary, or excepted appointment Unit employees unless prohibited by law, Federal regulation, or elsewhere in this Agreement.

ARTICLE 6
APPROPRIATE MATTERS FOR
CONSULTATION OR NEGOTIATION

SECTION 1. Statutory Obligation

a. Nothing in Section 7106 of the Statute shall preclude the Employer and the Union from negotiating:

(1) At the election of the Employer, on the numbers, types, and grades of employees, or positions assigned to any organizational subdivision, work project, or tour of duty, or the technology, method, and means of performing work;

(2) Procedures which management officials of the Employer will observe in exercising any authority under the Statute;

(3) Appropriate arrangements for employees adversely affected by the exercise of any authority under the Statute by the Employer.

SECTION 2. It is recognized that this Agreement is not all inclusive and the fact that certain personnel policies, practices, and matters affecting working conditions that have not been specifically covered in this Agreement does not lessen the obligation of the Employer to provide notice and opportunity to bargain consistent with Section 7106(b)(2) and (3) of the Statute on changes to Employer personnel policies, practices, and matters affecting working conditions. These matters may include, but are not limited to, matters such as safety, training, labor-management relations, leave, reduction-in-force practices, hours of work, awards policies, including appropriate arrangements for employees adversely affected by the exercise of a reserved management right.

SECTION 3. Except as required by law or regulations issued by appropriate authority or an emergency, existing conditions of employment not expressly changed by this Agreement will not be changed by the Employer without first providing the Union an opportunity to negotiate to the extent required by the Statute. Inasmuch as the Union must represent all unit employees without discrimination and without regard to the employees' Union

membership, including representation when a condition of employment is to be changed, the Employer and the Union will adhere to the procedures set forth in this Article.

SECTION 4. Negotiations Process

a. **Step 1.** The Employer agrees to give notice to the Union of proposed management changes that would affect the Union and/or employees relating to conditions of employment. Such changes could be new or revised regulations, instructions, policies, or procedures, including issuances by higher authority than the Employer, including but not limited to OPM regulations, DoD, SECNAV, or NAVSEA. Notice will be given in writing with a proposed implementation date to the Union as soon as practicable.

b. **Step 2.** Within ten (10) work days of the Employer's notification, the Union if it desires to negotiate the proposed change, shall submit written notification to the Employer to that effect and attach the Union's proposal(s) for consideration by the Employer. In the event the Union does not provide the Employer its notification and proposal(s) within the prescribed time limit, it shall be taken by the Union and the Employer to mean that the Union does not desire to negotiate concerning the matter and the Employer is free to implement the change or new policy as proposed.

c. **Step 3.** Upon the Employer's timely receipt of the Union's proposal(s) and request to negotiate, the Employer shall meet with the Union within ten (10) work days. The Employer and the Union shall designate negotiators in writing. It is agreed and understood that no meeting need occur in the event the Employer accepts the Union's proposal(s).

d. **Step 4.** Upon reaching mutual agreement, the Union and the Employer shall execute a document (signed by the Commanding Officer or his/her designee and the Union President or his/her designee), which contains the written mutual understandings.

SECTION 5.

a. Where negotiations are required, negotiations will normally be conducted during the standard business hours.

b. The duties of the parties to negotiate in good faith shall include the obligation to approach the negotiations with sincere resolve to reach agreement; to be represented by duly authorized representatives who have authority and are prepared to discuss and negotiate on the subjects authorized; and to meet at reasonable times as frequently as necessary to avoid unnecessary delay. This obligation does not compel either party to agree to a proposal or to make any concession.

SECTION 6. Impasse (Ref. 5 USC 7119)

a. An impasse is reached in negotiations when either party states that its position is final and the other party does not agree to that position. Invoking impasse procedures consists of first requesting, in writing, the assistance of a mediator from the Federal Mediation and Conciliation Service (FMCS). If the impasse remains unresolved despite efforts of the FMCS, either party may request, in writing, the assistance of the Federal Service Impasses Panel (FSIP).

b. The request for a Federal mediator must be accomplished within ten (10) work days of the date the parties reach impasse. The request for assistance to the FSIP must be accomplished within seven (7) work days from the date the mediator announces that he/she cannot be of further assistance to the parties in resolving the impasse.

c. If negotiations are entered into pertaining to a change required by law, Government-wide regulations, DoD/DON regulations for which there is a compelling need, or regarding the impact and implementation of matters outlined in Section 7106 of 5 USC and the parties reach impasse, the Employer may implement its last management offer subject to revision of the matter in accordance with the resolution of the impasse.

d. If negotiations are entered into regarding changes in personnel policies and practices and matters affecting working conditions that constitute mandatory subjects of bargaining but which are not required by law, Government-wide regulations, or DOD/DON regulations and the parties reach impasse, the proposed change will not be implemented for the bargaining unit until after the impasse is resolved.

SECTION 7.

a. The parties agree that the Employer shall not be obligated to engage in collective bargaining with the Union prior to taking actions if provisions pertaining to such actions have already been included in this Agreement and if the action is consistent with the Agreement.

b. The Employer is not required to negotiate with the Union on any matter beyond the control of the Employer. This is not intended to preclude appropriate negotiations regarding the impact and/or implementation of such matters.

c. Nothing in this Article is intended to imply that the Employer is required to negotiate on any matter that is a reserved management right under 5 USC 7106(a), or on any matter that constitutes an area of permissive negotiations under 5 USC 7106(b)(1) at the option of the Employer, under the Statute.

d. All timeframes will be adhered to under strict accordance with this Article, unless extended by mutual agreement.

e. Only the rules set forth in this Article will govern negotiations during this life of this Agreement.

ARTICLE 7
PAYROLL WITHHOLDING OF UNION DUES

SECTION 1. The Employer will deduct Union dues from the pay of those eligible employees who voluntarily authorize such deductions on Standard Form 1187; who are members of the Union or who have applied for membership in the Union.

SECTION 2. In order for the Union dues, which consist of the regular periodic amount required to maintain a member in good standing in the Union, to be deducted by the Payroll Office of the Employer from the pay of an employee each biweekly pay period, the following requirements must be met:

a. The employee desiring to have dues deducted from his/her biweekly pay must be a member in good standing in the Union or must have applied for membership in the Union contingent upon the payment of the first month's dues by means of a voluntary allotment as provided herewith.

b. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of dues. When an employee is on dues deduction and is in a non-pay status for the entire pay-period, no withholding will be made to cover that pay-period. In the case of an employee who is in a non-pay status for part of a pay-period, dues will be deducted provided the employee's pay is sufficient to cover such deductions after other required deductions are made.

c. The employee must have submitted through the Union a voluntary authorization for deductions on Standard Form 1187, which will be supplied by the Union. The Union will complete and sign Section A of Standard Form 1187 and transmit same to the Payroll Office of the Employer.

SECTION 3. Deduction of dues designated on Standard Form 1187 will commence no later than thirty (30) calendar days from the date the form was received by the Employer's Payroll Office.

SECTION 4. The amount of dues deducted each biweekly pay period shall be the amount certified by the Union in Section A of Standard Form 1187 or the amount certified by the Union at a subsequent time after receipt of Standard Form 1187. Any change in the amount of dues deduction certified by the Union will become effective thirty (30) calendar days from the date the notice of change is received by the Payroll Office or a later date if requested by the Union.

SECTION 5. An allotment for the deduction of Local Union dues may be terminated by the employee through the submission of a Standard Form 1188 (not a reproduced copy thereof), properly executed in duplicate by the individual employee. The Standard Form 1188 will be made available to employees, upon request, by the Human Resources Office.

SECTION 6. The Human Resources Office will forward the executed Standard Form 1188 to the Union for processing. The Union will forward the Standard Form 1188 to the Employer's Payroll Office no more than thirty (30) calendar days prior to the effective date of the employee's dues cancellation.

SECTION 7. An employee's voluntary allotment for payment of his/her regular Union dues will be terminated by the Employer's Payroll Office within thirty (30) calendar days following any of the following occurrences:

- a. Receipt of an executed Standard Form 1188.
- b. Loss of recognition by the Union.
- c. Separation of the employee.
- d. Receipt by the Employer's Payroll Office of written notification from the Union that the employee has been expelled or has for any reason ceased to be a member in good standing of the Union.

SECTION 8. The Union is responsible for promptly notifying, in writing, the Employer's Payroll Office when any member of the Union is expelled or for any reason ceases to be a member in good standing of the Union.

SECTION 9. The termination or expiration of the Agreement does not terminate this Article.

SECTION 10. The Union shall be responsible for informing its members on the program for allotments for payment of dues, its voluntary nature and the uses and availability of the required form.

ARTICLE 8
DISCIPLINARY ACTIONS

SECTION 1. This Article shall pertain to suspensions of fourteen (14) days or less and letters of reprimand as defined in 5 USC 7501. Excluded from the provisions of this Article and Negotiated Grievance Procedure are:

- a. Suspensions of an employee taken in the interest of National Security (Ref. 5 USC 7532)
- b. Suspensions initiated under the authority of the Special Counsel of the Merit Systems Protection Board (MSPB).
- c. Letters of Counseling, Letters of Caution, Memorandums to the Record.

SECTION 2. The Employer agrees that disciplinary action shall only be taken for such cause that will promote the efficiency of the service. The Employer will consider the appropriate Douglas Factors in determining the penalty, if any.

SECTION 3. To the maximum extent possible, prior to initiating a disciplinary action, the Employer will conduct a preliminary investigation or inquiry. Interviews with bargaining unit employees will be conducted in accordance with Article 3.

SECTION 4. An employee under a notice of proposed disciplinary action may present to the deciding official an oral and/or written response to the proposal. If an oral reply is desired, the employee shall request a meeting with the deciding official to provide the oral response. The employee shall have no more than seven (7) calendar days from the date of receipt of the notice of proposed disciplinary action to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the response.

SECTION 5. In the event a Unit employee under a notice of proposed disciplinary action desires Union representation, upon request the employee will be permitted excused absence from duty without loss of leave or pay in accordance with Article 3 to obtain and consult with a Union representative.

SECTION 6. In the event a Unit employee is issued a notice of disciplinary action that results in suspension, such action will not be effected sooner than ten (10) calendar days after receipt of the proposal.

SECTION 7. In the event that an employee is issued a notice of decision on a disciplinary action that results in suspension, such notice will be delivered to the employee at least four (4) days prior to the effective date of such action.

SECTION 8. When the Employer effects disciplinary action against an employee in the Unit, the employee shall be informed in writing of his/her right to appeal the action under either the negotiated grievance procedure or to the Equal Employment Opportunity Commission under 29 CFR 1614, but not both.

ARTICLE 9
ADVERSE ACTIONS

SECTION 1. This Article pertains to employees as defined by 5 USC 7511 and adverse actions covered by P.L. 94-454, 5 USC 7512 (e.g. removal, suspension for more than fourteen [14] days, reduction in grade or pay, or furlough for thirty [30] days or less.)

SECTION 2. Excluded from the provisions of this Article and Negotiated Grievance Procedure are:

a. Adverse actions taken in the interest of National Security (Ref. 5 USC 7532)

b. Adverse actions initiated under the authority of the Special Counsel of the Merit Systems Protection Board (MSPB).

SECTION 3. The Employer agrees that adverse actions will only be taken for such cause that will promote the efficiency of the service. The Employer will consider the appropriate Douglas Factor in determining the penalty, if any.

SECTION 4. To the maximum extent possible, prior to initiating an adverse action, the Employer will conduct a preliminary investigation or inquiry. Interviews with bargaining unit employees will be conducted in accordance with Article 3.

SECTION 5. An employee against whom an adverse action is proposed is entitled to at least thirty (30) calendar days advance written notice before the action is effected, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. The notice of proposed adverse action should state the specific reasons for the proposed action.

SECTION 6. An employee under a proposed notice of adverse action may present to the deciding official an oral and/or written response to proposal. If an oral reply is desired, the employee shall request a meeting with the deciding official to provide the oral response. The employee shall have no less than seven (7) calendar days from the date of receipt of the

proposed adverse action to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the response.

SECTION 7. In the event a Unit employee is issued a notice of proposed adverse action and desires Union representation, upon request the employee will be permitted excused absence from duty without loss of leave or pay in accordance with Article 3 to obtain and consult with a Union representative.

SECTION 8. When the Employer effects an adverse action against an employee in the Unit, the employee shall be informed in writing of his/her right to appeal the action, at the employee's election, under one of the following processes: 1) the negotiated grievance procedure, 2) to the Merit Systems Protection Board under 5 USC 7701, or 3) to the Equal Employment Opportunity Commission under 29 CFR 1614.

ARTICLE 10
EMPLOYEE NEGOTIATED GRIEVANCE PROCEDURE

SECTION 1. This Article provides for the mutually beneficial sole procedure for resolution of employee grievances as defined in Section 7121 of the Statute. It is recognized that under this procedure there are two situations whereby a grievance can be filed:

a. Employee(s) initiated with Union representation.

b. Employee(s) initiated without Union representation.

SECTION 2. Scope and Coverage. This Article provides for the mutually beneficial, procedure for settlement of problems between employees and the Employer. The following subjects are excluded from these procedures:

a. Any claimed violation of subchapter III of Chapter 73 of Title V (relating to prohibited political activities);

b. Retirement, life insurance, health insurance, or Thrift Savings Plan;

c. A suspension or removal under Section 7532 of Title V, U.S. Code (relating to national security);

d. Any examination, certification, or appointment;

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

f. The lawful separation of a bargaining unit employee for failure to satisfactorily complete a probationary period;

g. The lawful termination of any temporary promotion or appointment of bargaining unit employee;

h. Actions taken by the Employer required by court orders (e.g., garnishment of wages for indebtedness or child support);

i. Decisions relating to Worker's Compensation Claims which are adjudicated by the U.S. Department of Labor regarding compensation cases;

j. Action taken under Section 3321 of 5 USC (supervisory probationary period);

k. All employee appeals or grievances concerning reduction-in-force actions.

SECTION 3. The Employer and the Union acknowledge that an effective method of resolving problems is through collaborative problem solving. As most disputes arise from misunderstandings and can be settled promptly and satisfactorily on an informal basis, the parties agree that every effort will be made to settle disputes at the lowest possible level. Employees and/or their representatives are encouraged to discuss issues of concern informally with their supervisors at any time. Employees and their representatives should be mindful, however, of the fifteen (15) work day requirement to timely file a grievance under Section 6 of this Article, or to timely request Alternative Dispute Resolution (ADR) under Article 13, Section 3(a), when informally discussing an issue of concern with the Employer as the informal discussion will not stop the clock for timely filing a grievance or requesting ADR. Extensions may be available in accordance with Section 10(e) of this Article.

SECTION 4. For the purposes of this Article, a grievance is defined as any complaint:

a. By any employee concerning any matter relating to the employment of the employee (the matter must personally affect the employee); or

b. By an employee concerning:

(1) The effect or interpretation, or claim of breach of this Agreement; or

(2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

SECTION 5. The only representative an employee may have under this procedure is a Union representative or a representative approved in writing by the Union. Any employee in the Unit may file his/her own grievance as permitted under Section 7121 of the Statute and may elect to have the grievance addressed without Union representation. Resolutions as a result of self-representation may not be inconsistent with the terms of the Agreement, or any law, rule, or regulation.

SECTION 6. Employee identification of a grievance. In order for a grievance to be timely filed, the employee has fifteen (15) work days:

a. from the date that the situation(s), actions(s), occurrence(s), or condition(s) took place; or

b. from the date the employee became aware of the situation(s), action(s), occurrence(s), or condition(s), or should have known that the situation(s), action(s), occurrence(s), or condition(s) took place,

to file a grievance in writing with the Employer's designated Human Resources representative. The grievance shall include a description of the problem, date(s) of occurrence, the provision of the CBA and/or law, rule, or regulation allegedly violated, the name of the management official responsible for the decision leading to the grievance, and the requested remedy.

SECTION 7. Informal Review. Once the grievance is received, the Employer shall schedule a collaborative problem solving session with the employee and his/her designated representative, if applicable, within five (5) work days of receipt. The purpose of the meeting will be to determine the issue(s) underlying the grievance and any possible course of action towards remedy. The Employer will issue a notice of disposition of the collaborative problem solving session within five (5) work days.

SECTION 8. Formal Review.

a. Department Head Review

(1) If collaborative problem solving is unsuccessful, the employee or the Union may progress the matter for Department Head review. Grievances must be filed in writing with the Employer's designated Human Resources Representative within ten (10) work days after the date the parties did not reach resolution through the Collaborative Problem Solving Process.

(2) The party submitting the grievance shall include a description of the grievance, the date(s) of the occurrence, the provision of the CBA and/or law, rule, or regulation allegedly violated, the remedy sought, and whether a meeting is requested. The grievance shall also state what actions have been taken to resolve the matter presented and any corrective action provided. If corrective action has been provided, the request for Department Head Level review shall state how that corrective action does not remedy the grievance.

(3) If a meeting has been requested, the Department Head or his/her designee will hold a meeting with the employee and his/her designated representative, if applicable, within five (5) work days of the receipt of the grievance. If a designee is appointed in place of the Department Head, the designee will not have a conflict of interest or a vested interest in the decision. If no meeting is requested, the Department Head or his/her designee will render a decision on the grievance within ten (10) work days of receipt. If a meeting is requested, the Department Head or his/her designee will render a decision on the grievance within ten (10) work days of the Department Head review meeting.

b. Command Level Review.

(1) If the grievant is not satisfied with the decision at the Department Head Review level, the employee or the Union may progress the matter for Command Level review. Grievances must be filed in writing with the Employer's designated Human Resources Representative within ten (10) work days of the Department Head Level Review response.

(2) The party submitting the request for Command Level review shall include a description of the grievance, the date of the occurrence, the provision of the CBA and/or law, rule, or regulation allegedly violated, the remedy sought, and whether a meeting is requested. The grievance shall also state what actions have been taken to resolve the matter presented and any corrective action provided. If corrective action had been provided, the request for Command Level review shall state how that corrective action does not remedy the grievance.

(3) If a meeting has been requested, the Commanding Officer or his/her designee will hold a meeting with the employee and his/her designated representative, if applicable, within five (5) work days of the receipt of the request for review. If a designee is appointed in place of the Commanding Officer, the designee will not have a conflict of interest or a vested interest in the decision. If no meeting is requested, the Commanding Officer or his/her designee will render a decision on the grievance within ten (10) work days of receipt. If a meeting is requested, the Commanding Officer or his/her designee will render a decision on the grievance within ten (10) work days of the Command Level review meeting.

SECTION 9. If the Union is not satisfied with the Command Level Review decision, or not satisfied with any resolution extended by the Commanding Officer or his/her designee, the Union may, within fifteen (15) work days of notice of the decision, make formal notification to the Activity's designated Human Resources representative that such unresolved grievance be submitted to impartial arbitration.

SECTION 10. Timeframes

a. Time limits will be adhered to in strict accordance with the procedures set forth herein.

b. The fact that a party was unaware of the provisions of this Agreement or did not question or pursue the matter to determine its applicability to this procedure will not serve to extend the time limit.

c. Where the situation causing the grievance occurs off-station (e.g. TDY) and there is no means of timely filing the grievance through an on-site medium (e.g. facsimile, telephone, e-mail), then the grievance must be filed within ten (10) work days of when a medium becomes available or the employee returns from the off-station assignment, whichever comes first.

d. Issues of timeliness can be raised at any step of the grievance procedure, except where timelines have been extended by mutual agreement.

e. Time limits may be waived by mutual consent and for good cause shown (e.g. the Union may request that a grievance meeting on a timely served grievance be delayed until receipt of information properly requested under 7114 of the Statute, or a party may request to extend time because of TDY assignment). Confirmation of extensions shall be made in writing.

f. Should the Employer or the Union declare a grievance non-grievable or nonarbitrable, the original grievance and response shall be considered amended to include that issue, and all disputes of grievability/arbitrability shall be referred to the arbitrator, if Article 12 is invoked, as a threshold issue in the related grievance.

g. Failure of the Employer to meet the time limits prescribed (or mutually extended) shall permit the employee to move the grievance to the next step of the grievance procedure, or the Union in the case of the Commanding Officer review, directly to arbitration.

h. Failure of the employee or the Union to meet the time limits prescribed (or mutually extended) shall constitute withdrawal and termination of the grievance, or settled on the basis of the last decision rendered.

SECTION 11. Relation of this Grievance Procedure to other Statutory Procedures.

a. An aggrieved employee affected by a prohibited personnel practice under 5 USC 2302(b)(1) which also falls under the coverage of this grievance procedure may raise the matter under an appropriate statutory procedure or this grievance procedure, but not both.

b. Matters covered under 5 USC 4303 (actions based on unacceptable performance) and 5 USC 7512 (adverse action) which also fall within the coverage of this grievance procedure may, at the discretion of the employee, if covered, be raised under the appellate procedures of 5 USC 7701 (appeal to the Merit Systems Protection Board) or under this grievance procedure, but not both.

c. Matters covered under 29 CFR 1614 (actions related to prohibited discrimination) which also fall within the coverage of this grievance procedure may, at the discretion of the employee, if covered, be raised under the appropriate statutory procedure or this grievance procedure, but not both.

d. An employee shall be deemed to have exercised his/her option under this section, at such time as the employee timely initiates an action under applicable statutory procedure, timely files a notice of appeal under the applicable appellate procedure, or files a grievance under this grievance procedure, whichever occurs first.

e. In matters covered under 5 USC 4303 and 5 USC 7512 which have been raised under this Negotiated Grievance Procedure, the arbitrator shall be governed by 5 USC 7701(c)(1) and (2).

SECTION 12. Multiple grievances filed by one employee or by different employees which concern the same matter may, at the discretion of the Employer and the Union, be combined and treated as a single grievance.

SECTION 13. Where, because of the grievant's position in the organization, the steps provided are not appropriate, the Union representative and the designated Human Resources Specialist will establish the levels to which the grievance should be directed.

ARTICLE 11

UNION AND EMPLOYER NEGOTIATED GRIEVANCE PROCEDURE

SECTION 1. This Article provides for the mutually beneficial, sole procedure for the settlement of grievances defined in 7121 of the Statute filed by the Employer or the Union as an institution.

SECTION 2. Scope and Coverage. This Article provides for the mutually beneficial, procedure for settlement of problems between the Union and the Employer. The following subjects are excluded from these procedures:

- a. Any claimed violation of subchapter III of Chapter 73 of Title V (relating to prohibited political activities);
- b. Retirement, life insurance, health insurance, or Thrift Savings Plan;
- c. A suspension or removal under Section 7532 of Title V, U.S. Code (relating to national security);
- d. Any examination, certification, or appointment;
- e. The classification of any position which does not result in the reduction in grade or pay of an employee;
- f. The lawful separation of a bargaining unit employee for failure to satisfactorily complete a probationary period;
- g. The lawful termination of any temporary promotion or appointment of a bargaining unit employee;
- h. Actions taken by the Employer required by court orders (e.g., garnishment of wages for indebtedness or child support);

i. Decisions relating to Worker’s Compensation Claims which are adjudicated by the U.S. Department of Labor regarding compensation case;

j. Action taken under Section 3321 of 5 USC (supervisory probationary period);

k. All employee appeals or grievances concerning reduction-in-force actions.

SECTION 3. Definition of a Grievance. For the purposes of this Article, a grievance is defined as any complaint by the Union or the Employer concerning:

a. The effect or interpretation, or claim of breach of this collective bargaining agreement, or

b. Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

SECTION 4. A Union grievance must be filed by the Union with the designated Human Resources Representative within twenty (20) work days:

a. from the date the situation(s), action(s), occurrence(s) or condition(s) took place, or

b. from the date the Union becomes aware of the situation(s), action(s), occurrence(s), or condition(s), or should have known that the situation(s), action(s), occurrence(s) or condition(s) took place.

SECTION 5. An Employer grievance must be filed by the Employer with the Union President or his/her designated representative within twenty (20) work days:

a. from the date the situation(s), action(s), occurrence(s) or condition(s) took place, or

b. from the date the Employer becomes aware of the situation(s), action(s), occurrence(s), or condition(s), or should have known that the situation(s), action(s), occurrence(s) or condition(s) took place.

SECTION 6. Contents of a Union/Employer Grievance.

a. The party submitting the grievance shall include a description of the grievance, the date of the occurrence(s), the provision of the CBA and/or law, rule, or regulation allegedly violated, the remedy sought, and if a meeting is requested. The grievance shall also state what actions have been taken to resolve the matter presented and any corrective action provided. If corrective action had been provided, the grievance shall state how that corrective action does not remedy the grievance.

b. If a meeting has been requested, the respondent will hold a meeting with the grievant within ten (10) work days of the receipt of the grievance. If no meeting is requested, the respondent will render a decision on the grievance within ten (10) work days of receipt. If a meeting is requested, the respondent will render a decision on the grievance within ten (10) work days of the grievance meeting.

SECTION 7. If the grieving party is not satisfied with the decision or not satisfied with any resolution extended by the respondent, the grieving party may, within fifteen (15) work days of the decision make formal notification to the respondent that such unresolved grievance be submitted to impartial arbitration.

SECTION 8. Timeframes

a. Time limits will be adhered to in strict accordance with the procedures set forth herein.

b. The fact that a party was unaware of the provisions of this Agreement or did not question or pursue the matter to determine its applicability to this procedure will not serve to extend the time limit.

c. Issues of timeliness can be raised at any step of the grievance procedure, except where timelines have been extended by mutual agreement.

d. Time limits may be waived by mutual consent and for good cause shown (e.g. the Union may request that a grievance meeting on a timely served grievance be delayed until receipt of information properly requested under 7114 of the Statute, or either party may request that the date of a meeting be extended because of TDY assignment.) Confirmation of extensions shall be made in writing.

e. Should the Employer or the Union declare a grievance non-grievable or nonarbitrable, the original grievance and decision shall be considered amended to include that issue, and all disputes of grievability/arbitrability shall be referred to the arbitrator, if Article 12 is invoked, as a threshold issue in the related grievance.

f. Failure of the Respondent to meet the time limits prescribed (or mutually extended) shall permit the Grieving Party to move the grievance directly to Arbitration in accordance with Article 12.

g. Failure of the Grieving Party to meet the time limits prescribed (or mutually extended) shall constitute withdrawal and termination of the grievance, or settled on the basis of the last decision rendered.

SECTION 9. In situations where the Union files a grievance over a procedure or policy underlying a grievance filed by an employee or group of employees under the Employee Grievance Procedure, the Union's grievance will be served on the Employer separately and the grievances processed independently.

ARTICLE 12
ARBITRATION

SECTION 1. The provisions of this Article shall not apply to grievances adjusted without intervention of the Union.

SECTION 2. If the Employer and the Union are unable to resolve any grievance processed in accordance with Articles 10 or 11, such grievance shall, upon written request of the Union or Employer be referred to arbitration. The written notification shall be submitted by the grieving party no later than fifteen (15) work days following receipt of the appropriate written decision.

SECTION 3. Within ten (10) work days after the receipt of the grieving party's Arbitration request, the parties shall request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within five (5) work days after receipt of such list to select an arbitrator and frame the issue to be arbitrated. If the parties cannot agree on one (1) of the listed arbitrators, then the Employer and the Union will each strike an arbitrator's name from the list and shall repeat the process until only one name is remaining. (The grieving party shall strike first.) The remaining name shall be the duly selected arbitrator.

SECTION 4. In the event that a dispute between the parties involves issues of grievability/arbitrability, the following process will be used:

a. Within ten (10) work days after the respondent's receipt of the grieving party's Arbitration request, the parties shall request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators to answer the question of grievability or arbitrability. The parties shall meet within five (5) work days after receipt of such list to select an arbitrator and frame the issue to present to the arbitrator. If the parties cannot agree on one (1) of the listed arbitrators, then the Employer and the Union will each strike an arbitrator's name from the list and shall repeat the process until only one name is remaining. (The grieving party shall strike first.) The remaining name shall be the duly selected arbitrator to hear the matter of grievability/arbitrability.

b. The arbitrator's grievability/arbitrability decision will become binding on the parties unless either party files an exception of an arbitrator's decision with the Federal Labor Relations Authority under the regulations prescribed by the Authority. If a party files an exception to an arbitrator's grievability/arbitrability decision, a hearing on the merits of the grievance will not be scheduled until the Federal Labor Relations Authority renders its decision.

c. If the grievance is determined to be grievable/arbitrable, within ten (10) work days of the final decision, the parties shall request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators to hear the merits of the grievance. The parties shall meet within five (5) work days after receipt of such list to select an arbitrator and determine the issue to present to the arbitrator. If the parties cannot agree on one (1) of the listed arbitrators, then the Employer and the Union will each strike an arbitrator's name from the list and shall repeat the process until only one name is remaining. (The grieving party shall strike first.) The remaining name shall be the duly selected arbitrator to hear the merits of the grievance.

SECTION 5. The arbitrator shall not change, modify, alter, delete, or add to the provisions of the Agreement. Such right is the prerogative of the Employer and the Union only. Neither shall the arbitrator's award be contrary to applicable law or regulations which are binding on the parties.

SECTION 6. The fee and expenses of the arbitrator; the cost of a transcriber, and the cost of a copy of the transcript, if requested by the arbitrator, shall be borne equally by the Employer and the Union. If the arbitrator does not request a copy of the transcript, the cost of any copy(ies) of the transcript shall be borne by the party requesting the copy(ies).

SECTION 7. The arbitration hearing will normally be held on the Employer's premises during business hours. The Union representative(s) (no more than three (3), of whom no more than two (2) will be Activity employees), who are employed by the Activity will be on official time while participating at an arbitration hearing.

SECTION 8. The Parties will exchange witness lists no less than ten (10) workdays prior to the hearing date. Employee witnesses for the Union whose testimony is relevant to the case in dispute shall be excused from duty to participate in the arbitration hearing without loss of regular pay or charge to annual leave in accordance with Article 3. The Employer will arrange to release from work those witnesses needed by the Union. Should the Employer fail to agree to the necessity of the release from work of a requested employee witness, the Employer and the Union will jointly request the arbitrator to determine whether the employee is needed as a witness in the Union's case. The testimony of proposed witnesses who were not requested ten (10) workdays in advance of the hearing may be allowed if the arbitrator determines that reasonable cause exists to justify the non-notification and the expected testimony is necessary for reaching a decision on the issue. Each party will bear the costs of its own non-employee representative and/or non-employee witnesses. The parties may mutually agree to extend the hearing process beyond normal working hours.

SECTION 9. The conduct of the hearing is determined solely by the arbitrator. The arbitrator will be requested by the parties to render a decision as quickly as possible, but in any event, no later than sixty (60) calendar days after the closing of the record, or receipt of the transcript(s), whichever is later, unless the parties agree otherwise. The arbitration award will be binding except that either party may file exception to an arbitrator's award with the Federal Labor Relations Authority under the regulations prescribed by the Authority.

SECTION 10. By mutual agreement between the Employer, the Union and the Arbitrator, more than one case may be presented at an arbitration hearing.

SECTION 11. By mutual agreement between the Employer and the Union, any time limit in this Article may be extended.

ARTICLE 13
ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

SECTION 1. The parties agree that the Alternate Dispute Resolution (ADR) Program is to be supplemental to the Negotiated Grievance Procedures (NGP) found at Articles 10 or 11.

SECTION 2. Participation in the ADR Program is voluntary for the parties, meaning that employees may not be forced, coerced, intimidated, or retaliated or discriminated against in any way for participating, or not participating, in the ADR Program. Likewise, neither the Union nor employees will draw an adverse inference towards the Employer or any of its officials/representatives for participating, or not participating, in the ADR Program.

SECTION 3. ADR in Lieu of Informal Review under the NGP.

a. In order to preserve the initial filing time-frame provided for in Article 10, Section 6, it is understood and agreed that instead of filing a grievance, an employee may request the use of ADR within fifteen (15) work days of any of the following:

(1) The date the situation(s), action(s), occurrence(s), or condition(s) took place;

(2) The date the employee becomes aware of the situation(s), action(s), occurrence(s), or condition(s), took place or should have known thereof. The fact that an employee was unaware of these provisions of the Agreement or did not question or pursue the situation(s), etc., to determine its applicability to this procedure will not serve to extend the time limit.

b. If a satisfactory resolution of the matter has not been reached under the ADR Program, the mediator will issue a written Notice of Disposition. Within ten (10) work days after the employee's receipt of the Notice of Disposition, the employee may present the grievance at the Department Head level under Article 10, Section 8.

SECTION 4. ADR in Lieu of Department Head/Commanding Officer Level Review

a. If an employee chooses to file a grievance under Informal Review of the NGP, he/she still has the option of electing to use ADR at later steps in the grievance process. ADR services can be requested by the employee during the ten (10) work day period. If such a request is timely made, and the parties mutually agree to pursue ADR, the ten (10) work day time period for filing a grievance will be placed on hold and the clock stopped at the point at which ADR is requested and during the time the parties participate in ADR.

b. If satisfactory resolution of the matter has not been reached under the ADR Program, the mediator will issue a written Notice of Disposition and the grievance will resume within the timeframes specified at Article 10, Section 8.

SECTION 5. ADR in Lieu of Arbitration

a. Article 12, Section 2, specifies that a request for arbitration must be submitted in writing by the party requesting arbitration within fifteen (15) work days after receipt of the decision leading to arbitration. ADR services can be requested by the grieving party during the fifteen (15) work day period, but not after. If such a request is timely made, and the parties mutually agree to pursue ADR, the fifteen (15) work day time period for invoking arbitration will be placed on hold and the clock stopped at the point at which ADR is requested and during the time the parties participate in ADR.

b. If satisfactory resolution of the matter has not been reached under the ADR Program, the mediator will issue a written Notice of Disposition. The grieving party may request arbitration within the remaining portion of the fifteen (15) work day time period.

c. If the grieving party should timely request arbitration, but not ADR, ADR services can be requested by the respondent. If the parties mutually agree to pursue ADR, then the arbitration process will be placed on hold and the clock stopped on the arbitration process while the parties participate in ADR. If satisfactory resolution of the matter has not been reached under the ADR Program, the mediator will issue a written Notice of Disposition. Arbitration will resume at the point where it left off.

SECTION 6. Union Representation During ADR

a. A Union representative may be present as an employee representative during any ADR session under this Article involving a bargaining unit employee if the employee requests representation.

b. If an employee has not requested the assistance of the Union, the Union shall be given the opportunity to be present at the ADR session as an observer. The employee will be informed of the possibility of the Union representative attending as an observer. If the employee raises a concern regarding Union attendance, the Employer will notify the Union. The Union agrees to seriously take the employee's concern under advisement when deciding whether or not to attend the ADR session.

c. If a Union representative is present at any ADR session as an observer, and not the employee's representative, the Union agrees that it has no role or impact in developing a settlement of an employee complaint or issue during the mediation session.

SECTION 7. General Provisions

a. The parties agree to use the Employer's contracted mediation/ADR provider.

b. The parties agree to share the cost of the additional service provided by the Employer's contracted mediation/ADR provider.

c. All participants present, including representatives, will be required to sign an Agreement to Mediate, which includes a provision governing the confidentiality of the mediation process.

d. The parties agree that the act of the Union signing the Agreement to Mediate does not constitute a waiver by the Union of any rights provided by the Statute or the Agreement.

e. The parties agree that should this Agreement be implemented prior to the expiration of the current contract with the Employer's contracted mediation/ADR provider,

that the parties will operate under the terms of the existing contract. The parties agree that prior to the Employer's submission of a statement of work for a replacement mediation/ADR contract, the parties will discuss language for the statement of work for mediator selection for negotiated grievances under this Agreement.

ARTICLE 14
REPRESENTATION

SECTION 1. The Employer agrees to recognize the Officers and Stewards of the Union. In order that the Union will properly represent the employees in the Unit, twenty (20) Stewards, including Chief Stewards, plus five (5) alternates, will be recognized and permitted to function as herein provided.

SECTION 2. The Union shall supply the Employer, in writing, and shall maintain with the Employer, on a current basis, a complete list of all authorized officers, stewards and chief stewards, including their code and phone extension.

SECTION 3. Time off during work hours may be authorized without loss of pay or benefits to permit Union officers and representatives to properly and expeditiously carry out their appropriate duties in labor-management relations within the scope of this Agreement. The Union agrees, whenever business of this nature is transacted during work hours, only the amount of time necessary to bring about a prompt and expeditious disposition of the matter will be utilized.

SECTION 4. Union officers and representatives have an obligation to plan and schedule time to perform Union duties.

SECTION 5. Official Time Hours

a. The Union will be allowed a bank of 3200 hours per fiscal year. These hours are all inclusive for all matters related to activities wherein official time can be approved by law, rule, or regulation, including representation functions such as dispute resolution, arbitration, negotiations of changes to personnel policies and practices, attendance at formal meetings, or where excused absence may be approved by law, rule, or regulation, including lobbying and training that is mutually beneficial to the Employer and the Union. The Union agrees that neither official time nor excused absence under this Agreement will be used for internal Union business.

b. The bank of hours will be administered by the Employer's designee and the Union's designee jointly and reconciled bi-monthly for the purpose of hours used. The Employer will furnish a report of official time hours used at the meeting, or upon request if the Union desires the report in advance.

c. The Union may designate lead representative(s) for assignment. All hours for the designated lead representative(s) shall be deducted from the total allowed official time hours stated in paragraph (a) above. The lead representative(s) will be granted official time for all hours for each regularly scheduled workday to be devoted exclusively to work on Labor/Management Relations matters within the scope of this Agreement and the Statute. The Union shall supply the Employer, in writing, the name of its lead representative(s) thirty (30) days in advance of the lead assignment. Before making a lead assignment, the Union agrees to seriously consider any views of the Employer on the impact of the assignment.

(1) Lead representatives will work with the Employer, normally through the first level supervisor, to develop a work and Union activity schedule to permit for completion of Agency mission tasks and Union representational requirements. The lead representative's schedule and accounting of hours will be provided in writing. A lead representative assigned to the Union office may work a flexitour, compressed, or alternate work schedule to improve availability to employees in the unit during non-duty hours.

d. The Union agrees to limit lead assignments at any time during the year if the Union duties performed do not justify the hours assigned. The Employer reserves the right to return the representative to regular duties if the work situation in the representative's Code so requires. The Employer agrees to not abuse its right to recall and to provide in writing to the Union the reason why the representative must be returned to his/her Code.

e. The Union will inform the Employer of the Union's schedule, normally through the designated Human Resources Representative.

f. Union representational work must be performed during normal duty hours in order to be compensated. No overtime hours for any Union representative, including lead representatives if assigned, to perform representational functions is authorized.

g. Union officers and representatives shall not be entitled to any performance evaluation or awards based on the time spent in his/her representational duties. Union officers and representatives that spend a significant amount of their time on official time are responsible to work with the Employer, normally through the first level supervisor, in order for the officer or representative to spend no less than 25% of a man year in a work status and have demonstrated performance for the purpose of a yearly performance rating. If a Union representative is determined to be not rateable, then that Union representative will receive a presumptive rating of acceptable for reduction in force purposes.

h. If the Union does not use the total 3200 hours in the fiscal year period, fifty (50) percent of the actual unused time for that fiscal year will be available for use only in the following year. Unused time will be based only on the 3200 hours agreed to, and not inclusive of any time that may have been rolled over from a previous fiscal year. The parties will determine a not to exceed projection of rollover hours on or around 1 August of each fiscal year for budgetary purposes.

SECTION 6. The Employer may grant excused absence from duty for Union officials to receive training that is mutually beneficial to the Union and the Employer. Union officials/representatives desiring to attend such training will request the training in writing and attach an agenda outlining the training to be conducted. Requests should be presented to the Employer at least fourteen (14) days before the scheduled start date of the training. All hours approved for such training shall be deducted from the total allowed official time hours stated in Section 5, paragraph (a) of this Article.

SECTION 7. Should negotiable major program changes be implemented at the Activity (e.g. implementation of a pay for performance program negotiable under law, rule, or regulation) the parties will meet to discuss the necessity, if any, for official time outside of Section 5, paragraph (a).

SECTION 8. Union officers and representatives, other than appointed lead representatives as described at Section 5(c)(1) above, shall request time for Union activities, normally through the first level supervisor, in writing prior to leaving their work sites/assignments. Union officers and representatives agree to provide the Employer as much notice as possible

in requesting official time. The Employer agrees to provide timely response to the request. Granting the request will be contingent upon work requirements. If the request cannot be granted, the Employer and the requesting Union official/representative will discuss an acceptable alternative time so as to not hinder the Union representative's responsibility to meet representational obligations. If an alternative time is not available, the Employer agrees to permit the requesting official/representative time to contact an alternate representative to attend to the matter.

SECTION 9. Recording of Official Time. The Union officials and representatives will use the appropriate official time job order number for official time to be recorded into the timekeeping system. The Union officials and representatives will also use the appropriate timekeeping codes depending on the purpose of the official time. Those codes are:

- BA** Term Negotiations
- BB** Mid-term Negotiations
- BD** Labor/Management Relations (other representational work including training and lobbying)
- BK** Dispute Resolution

SECTION 10. The parties agree that the Employer may review official time data for the purposes of administration of this Agreement and for official reporting purposes that may be requested by higher authority, including the Office of Personnel Management. The Employer agrees that official time data will not be used to influence the Union's use of its bank.

SECTION 11. Upon entering other work locations, Union representatives shall inform the cognizant supervisor of the nature of the business with one of the Unit employee(s). The employee(s), including Union representative(s), will report their return to their respective supervisors/management official.

SECTION 12. The Employer agrees that officers or duly designated representatives of the Union, or its national office, who are not active employees of the Activity may be admitted into the Activity upon request to the Employer's designated Human Resources representative. Such admittance is subject to the following:

a. **Command and security regulations.**

b. **The representative's activities do not interfere with the work of the Activity and are in conformance with requirements set forth elsewhere in this Agreement.**

SECTION 13. The normal point of contact between the Union and the Employer for the purpose of discussing questions that may arise concerning the general administration or interpretation of this Agreement or other matters involved in day-to-day relations between the parties shall be: for the Union, the duly elected President; for the Employer, the designated Human Resources representative.

SECTION 14. The Employer will, insofar as is practicable, and in accordance with security regulations, provide the Union with facilities to hold special meetings with members of the Unit outside of regular work hours on the Unit members' time. The Union agrees to abide by the regulations governing the use of such space.

SECTION 15. The Employer shall provide the Union with access to conference room facilities for conducting official union duties. The Union will use the current conference room reservation system.

SECTION 16. The Employer will provide the Union with office space so that the Union may conduct its representational duties with a degree of privacy and to enhance the efficiency of Labor Management relations. The office space provided shall be maintained in an orderly condition by the Union. The Employer will furnish utility services such as heating, lighting, air conditioning, and janitorial services free of charge and agrees to maintain such services consistent with the maintenance provided other Unit areas. Basic furnishings and equipment as needed to perform representational services may be provided as available. The Employer will provide the Union advance notice, when possible, of the requirement to relocate the Union office and will provide the Union with equal accommodations required to adequately carry out its duties.

SECTION 17. Union officers and representatives may use the Union office for representational purposes while on approved official time or while in a non-duty status.

The office may also be used by non-employee officers or duly designated representatives of the Union, or its national office, admitted to the Activity in accordance with Section 12 of this Article.

SECTION 18. The Employer shall provide two telephone lines (including DSN access), and one dedicated facsimile line. The Union will assume responsibility for any local/commercial long-distance phone access charges.

SECTION 19. The Employer shall provide the Union with two computer network seats in the Union office. These computer network seats shall be equipped with customary Activity hardware, software, and internet access. The Union agrees to abide by the Employer's policies and practices in the operation of the computer network seat. In addition, the Union office shall be capable of having a separate commercial internet service connection independent of the employer's network. This separate connection will be maintained at the Union's expense. The Union agrees that that it will not connect the Employer provided network computer(s) to its independent service connection, and any computer connected to the Union's independent commercial internet service will not be connected to the Employer's network or computers, and will not transfer information that would interfere with the Employer's information technology security.

SECTION 20. The Employer shall provide the Union with mail services consistent with mail services provided to other Unit areas.

SECTION 21. The Employer shall provide primary use of copier access to conduct official Union business. The Union will supply any paper used.

SECTION 22. The parties agree that the existing space used for Union bulletin boards will remain unchanged. The parties agree that should offices or departments relocate to areas that do not have access to the existing Union bulletin boards, the parties will meet to discuss replacement space. The Union may purchase additional wall bulletin boards and the Employer agrees to install such bulletin boards.

SECTION 23. It is agreed that no Union representative shall be restrained, coerced, intimidated or discriminated against because of authorized activities on behalf of the Union.

It is further agreed that no Union representative shall be denied any right or entitlement because of his/her serving as a Union representative.

ARTICLE 15
WORK-LIFE

SECTION 1. The purpose of this Article is to foster a quality workplace for employees, improve retention, and improve morale by maintaining a flexible and family-friendly workplace through implementation of Work-Life programs, available for federal employees.

SECTION 2. Flexible work schedules will be offered to the maximum extent practicable, however, the alternate work schedule program should not result in the establishment of additional supervisory positions, or require any supervisor to extend his/her workday, beyond the scheduled hours of work.

SECTION 3. Telework/Flexiplace

a. The Employer and Union recognize the benefits of telework, including the following:

(1) For the Employees - increasing morale, fuel savings, productivity, and reducing absenteeism.

(2) For the Employer - Continuity of Operations in case of influenza pandemic, terrorist attack, natural disaster, inclement weather, or other emergencies.

(3) For the Public - energy conservation, reduced environmental impact, and reduced traffic congestion.

b. Employees desiring a telework schedule are encouraged to make request with the Employer, normally through the first level supervisor. Telework schedules may be available on either an ad-hoc or regular and recurring basis. The Employer has the authority to determine whether or not an employee's position is eligible for a telework schedule. For cases where the Employer determines that a telework arrangement would be in the best interest of the Employer, the Employer will furnish Civilian Access Card readers and phone cards where necessary.

SECTION 4. Employees are encouraged to contact the Civilian Employee Assistance Program (CEAP) for assistance in managing work-life and/or family issues. The Employer and the Union agree that the Employer may obtain statistical data from the CEAP for the purposes of examining the program. The Employer agrees that it will not solicit information from the CEAP that would invade an employee's privacy without the employee's consent.

SECTION 5. Employees in need of a temporary part-time schedule for the purposes of balancing temporary work-life difficulties are encouraged to make request for a part-time schedule with the Employer, normally through the first level supervisor. Temporary part-time schedules are subject to Employer approval. The Employer retains the right to call an employee working a part-time schedule back to a full-time schedule. Employees on a part-time schedule have no guarantee of conversion to full-time employment.

SECTION 6. Maternity, Paternity, and Child-Rearing Leave

a. Sick leave may be used for those periods of absence related to incapacitation due to pregnancy and confinement, or for doctor's appointments in connection to an employee's pregnancy. Annual leave or leave without pay may be used when sick leave is not sufficient to cover this period. Absences which are not medically certified as due to incapacitation for the performance of duty may not be charged to sick leave; such absence may be charged to annual leave, earned compensatory time, or leave without pay.

b. After delivery and recuperation, the employee may desire a period of adjustment or need time to make arrangements for the care of the newborn child. Such additional leave requirements may be taken care of by the use of available approved annual leave or leave without pay.

c. An employee's use of sick, annual, leave without pay, or other paid time off in connection with the birth or adoption of a child may not exceed a total of twelve (12) weeks or 480 hours.

d. Additional periods of leave without pay may be requested on a case by case basis.

SECTION 7. The Employer agrees to give special consideration to requests for leave without pay from employees who have a military spouse deployed overseas to permit an employee to tend to family responsibilities during the period of deployment.

ARTICLE 16
COMMERCIAL ACTIVITIES STUDIES

SECTION 1. The parties recognize that the Employer has the Statutory right to make determinations with respect to commercial activity studies and to determine the personnel by which agency operations shall be conducted.

SECTION 2. The Employer agrees to inform the Union of any decision to study a function for the purposes of Office of Management and Budget (OMB) Circular A-76.

SECTION 3. The Employer agrees to comply with the OMB Circular A-76 in all of its actions, including adverse actions, regarding a Commercial Activities study. (Ref. OMB Circular A-76 of May 2003, paragraph 4c.)

SECTION 4. The Employer agrees that when a Commercial Activity study results in a decision to contract out the function, it will notify the Union of the decision and provide updates and information to the Union upon request.

SECTION 5. The Employer agrees that when a Commercial Activity study decision results in a reduction in force or reduction in grade and/or pay of bargaining unit employees, that it will apply the reduction in force and/or reduction in grade and/or pay in accordance with the Code of Federal Regulations and/or appropriate Reduction in Force instruction. (Ref. 5 CFR 351)

SECTION 6. The Employer agrees to provide notice and opportunity for the Union to be represented at any formal meeting held with bargaining unit employees related to a Commercial Activity Study conducted in accordance with OMB Circular A-76.

ARTICLE 17
DURATION AND CHANGES

SECTION 1. This Agreement shall remain in effect for a period of three (3) years from the date of its approval by the Agency Head. On the request of either party, the parties shall meet to commence negotiations on a new Agreement, and ground rules if necessary, at least sixty (60) but not earlier than one hundred and eighty (180) calendar days prior to the expiration date of this Agreement. Should neither party request negotiations for a replacement agreement upon expiration of this Agreement, the Agreement shall be automatically extended for one additional period of 18 months before expiration.

SECTION 2. The Agreement, except for its duration period as specified in Section 1 of this Article, is subject to opening as may be required because of changes in applicable laws and regulations of higher authority after the date of this Agreement. In this event, the parties will meet for the purpose of negotiating new language that will bring the Agreement into conformity with the new requirements. Such amendments shall be duly executed by the parties and will become effective on a date the amendment is approved by the Agency Head.

SECTION 3. Upon approval, copies of this Agreement and amendments thereto shall be promptly placed on the Employer's intranet.

SECTION 4. Termination of this Agreement will not in and of itself terminate the recognition granted to the Union. Further, it is provided that this Agreement shall terminate at the time the exclusive recognition granted to the Union is terminated.

SECTION 5. This Agreement shall be effective as of the date of approval by the Head of the Agency in accordance with 5 U.S.C. 7114(c) or on the 31st day following execution of this Agreement, whichever is sooner. Should the Head of the Agency disapprove any provision(s) of this Agreement within thirty (30) days of the execution of this Agreement, the remainder of the Agreement will become effective and in full force on the date of the Agency Head disapproval of such provisions(s).

IN WITNESS WHEREOF, the parties have entered into this Agreement on this fifth day of October 2007.

FOR THE UNION:

FOR THE EMPLOYER:

DAVID LAFEMINA
Chief Negotiator
IFPTE

MEG MCCONNELL
Chief Negotiator

JOHN F. GARRITY
President, IFPTE Local 3
Team Member

EILEEN B. CAHILL
Team Member

JAMES M. WINWARD
SSES Vice President, IFPTE Local 3
Team Member

DAVID E. AXELSON
Team Member

PHILIP G. GRAHAM
Secretary/Treasurer, IFPTE Local 3
Team Member

B. MICHAEL ZEKAS
Team Member

APPROVED

MARY J. LOGSDON
Captain, USN
Commanding Officer, Naval Surface Warfare Center,
Carderock Division, Ship Systems Engineering Station

APPROVED BY THE DEPARTMENT OF DEFENSE ON _____
TO BE EFFECTIVE ON _____.