

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**UNITED STATES NAVAL ACADEMY
Non Appropriated Fund
Instrumentalities**

AND

AMERICAN FEDERATION

OF

GOVERNMENT EMPLOYEES

LOCAL # 1923

TABLE OF CONTENTS

ARTICLE 1:	RECOGNITION AND UNIT DETERMINATION	3
ARTICLE 2:	PROVISION OF LAW AND REGULATION	4
ARTICLE 3:	DUES WITHHOLDING.....	5
ARTICLE 4:	EMPLOYEE RIGHTS	8
ARTICLE 5:	UNION RIGHTS	12
ARTICLE 6:	EMPLOYER RIGHTS	13
ARTICLE 7:	LABOR-MANAGEMENT FORUM	14
	ADDENDUM: OPERATING AGREEMENT FOR THE EXECUTIVE FORUM	15
ARTICLE 8:	NEGOTIATIONS DURING THE TERM OF THE AGREEMENT	16
ARTICLE 9:	NEGOTIATED GRIEVANCE PROCEDURE	19
ARTICLE 10:	ARBITRATION.....	24
ARTICLE 11:	EQUAL EMPLOYMENT OPPORTUNITY	28
ARTICLE 12:	OFFICIAL TIME AND UNION REPRESENTATION	30
ARTICLE 13:	UNION USE OF OFFICIAL FACILITIES	33
ARTICLE 14:	BASIC WORKWEEK, HOURS OF WORK AND OVERTIME	36
ARTICLE 15:	FLEXIBLE EMPLOYMENT	40
ARTICLE 16:	LEAVE AND ABSENTEEISM	41
ARTICLE 17:	POSITION CLASSIFICATION AND APPEALS.....	48
ARTICLE 18:	TIMELY AND PROPER COMPENSATION.....	50
ARTICLE 19:	PAY AND BENEFITS.....	51
ARTICLE 20:	ENVIRONMENTAL DIFFERENTIAL PAY	53
ARTICLE 21:	WAGE SURVEY.....	55
ARTICLE 22:	PERFORMANCE APPRAISAL	56
ARTICLE 23:	AWARDS AND RECOGNITION PROGRAM	58
ARTICLE 24:	MERIT PROMOTION.....	60
ARTICLE 25:	DETAILS, REASSIGNMENTS, TEMPORARY PROMOTIONS AND VOLUNTARY CHANGES	62
ARTICLE 26:	TRAINING AND EMPLOYEE DEVELOPMENT	65
ARTICLE 27:	DISCIPLINE	67
ARTICLE 28:	SAFETY AND EMPLOYEE WELL BEING	70
ARTICLE 29:	WORKERS' INJURY COMPENSATION.....	74
ARTICLE 30:	EMPLOYEE ASSISTANCE PROGRAM	77
ARTICLE 31:	CHILDCARE	79
ARTICLE 32:	EMPLOYEE PARKING AND TRANSPORTATION	80
ARTICLE 33:	OFFICIAL TRAVEL	81
ARTICLE 34:	WORK ATTIRE, UNIFORMS AND EQUIPMENT	82
ARTICLE 35:	CONTRACTING OUT	86
ARTICLE 36:	BUSINESS BASED ACTIONS	87
ARTICLE 37:	DURATION AND CHANGES	88

ARTICLE 1: RECOGNITION AND UNIT DETERMINATION

SECTION 1: The Employer recognizes the Union as the exclusive bargaining representative for all employees in the unit as defined in SECTION 2 of this Article. .

SECTION 2: The recognized bargaining unit includes all non-appropriated fund employees of the United States Naval Academy Non-Appropriated Fund Instrumentalities including regular (full-time and part-time) and flexible, civilian and off-duty military personnel. All supervisors, professional employees, management officials, confidential employees, employees engaged in Federal Personnel work in other than a purely clerical capacity and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7) are excluded.

SECTION 3: The Union recognizes its responsibility for representing the interests of all employees in the bargaining unit without discrimination or regard to employee membership in the Union, as prescribed by law.

ARTICLE 2: PROVISION OF LAW AND REGULATION

SECTION 1: In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and existing government-wide regulations, as defined in 5 U.S.C. 71 and by subsequently enacted government-wide rules and regulations implementing 5 U.S.C. 2302.

SECTION 2: Any part of this Agreement which conflicts with any future laws will be subject to prompt negotiations between the Parties to bring this Agreement into conformance with such laws.

SECTION 3: In order to change any conditions of employment that were in effect on the effective date of this Agreement and that are not specifically and comprehensively covered by this Agreement, the Employer shall provide notice and, upon request, bargain with the Union to the extent required by law and in accordance with Article 8 of this Agreement.

SECTION 4: To the extent provisions of regulations, directives or instructions issued by the Employer are in conflict with the provisions of this Agreement, the provisions of the Agreement shall govern. This does not constitute a waiver of the Union's rights under 5 U.S.C. 71.

ARTICLE 3: DUES WITHHOLDING

SECTION 1: PAYROLL DEDUCTIONS

- 1.1. Any bargaining unit employee(s) may have regular and periodic dues, fees and assessments withheld through payroll deductions if the employee voluntarily completes SF-1187, Request for Payroll Deductions for Labor Organization Dues or its equivalent and has sufficient compensation to cover the amount of the allotment.

SECTION 2: UNION RESPONSIBILITIES

- 2.1. The Union will undertake to inform members of the voluntary nature of dues withholding and of the conditions governing a member's cancellation of dues withholding.
- 2.2. The Union will forward any SF-1187, or its electronic equivalent, timely and any SF-1188, Cancellation of Payroll Deductions for Labor Organization Dues, or electronic equivalent memorandum within five (5) calendar days to the Employer's designee when such forms or equivalent are submitted to the Union.
- 2.3. The Union will inform the Employer's designee of any participating employee on dues withholding who has been expelled or ceases to be a member in good standing of the Union as soon as possible.
- 2.4. The Union agrees to inform the Employer's designee of changes in the following:
 - a. The title and address of the individual local Union official responsible for certifying on each employee's authorization form the amount of dues to be withheld.
 - b. The title and address and/or payee of the individual local Union official to whom remittances are to be made.
 - c. Changes in dues amounts in either single or multi-level dues structures. Changes in the amount of allotments over which the Union has control may not be made more than once during a calendar year. Changes in the amount of allotments over which the Union does not have control may be made when required by an outside party. The Union will provide the Employer at least thirty (30) days advance notice of any changes in dues withholding.
- 2.5. The Union will purchase and distribute SF-1187 forms or its equivalent that includes the following language:
 - a. Dues withholding may be revoked by submitting SF-1188 or its equivalent within the thirty (30) calendar day period prior to the anniversary date of signing SF-1187 or its equivalent.
 - b. If a request for revocation is not submitted within the time frame cited above, the authorization will recycle for additional one-(1) year periods on each anniversary of the date the SF-1187 or its equivalent was signed.

SECTION 3: EMPLOYER RESPONSIBILITIES

3.1. It is the responsibility of the Employer to:

- a. Ensure that bargaining unit employees who are transferred, reassigned, or otherwise relocated within the bargaining unit remain on dues withholding.
- b. Process voluntary allotments of dues in accordance with this article. Dues changes and SF-1187s or equivalent forms will be processed on a timely basis. Input errors will be corrected and input at the earliest practicable time.
- c. Withhold employee dues on a bi-weekly basis.
- d. Transmit remittance checks to the local official designated by the Union in accordance with this article, together with the following information:
 - i. The name of each unit employee for whom a deduction is made during that pay period and the amount withheld.
- e. Upon request from an employee, furnish and process SF-1188s or equivalent forms in accordance with the terms and conditions specified on SF-1187s or equivalent forms and this agreement. The Employer will return SF-1188s or equivalent forms not timely filed.
- f. The Employer will furnish the designated Union representative(s) copies of processed SF-1188s or equivalent forms received directly from members.

SECTION 4: EFFECTIVE DATES

4.1. Effective dates for dues withholding actions will be as follows:

- a. Starting dues withholding
 - i. Effective Date: Beginning of the first pay period after computer acceptance of SF-1187(s).
- b. Revocation of allotment
 - i. Effective Date: Revocation will be effective on the first pay period following the employee's anniversary date after computer acceptance of SF-1188 based on a properly executed SF-1188 which must be submitted no earlier than thirty (30) calendar days prior to an employee's anniversary date. If the Employer does not have the employee's original SF-1187 to establish the anniversary date, the Union will provide a copy from its files. If the Union does not have a copy, the employee's anniversary date shall be the first pay period that dues were actually withheld as shown by payroll. Any SF-1188 received outside the thirty (30) day timeframe will be returned

to the employee. SF-1187 must clearly indicate to the employee that the authorization will recycle on each anniversary date unless timely revocation is received.

c. Termination due to loss of membership in good standing.

i. Effective Date: Beginning the first full pay period after computer acceptance of notification.

d. Changes in dues amounts.

i. Effective Date: First full pay period after computer acceptance of the change unless a later date is specified by the Union.

e. Transmittal of remittance checks.

i. Effective Date: Normally ten (10) workdays to the Union, from pay day.

f. Termination due to movement of a position outside the unit of recognition.

i. Effective Date: Employees in this situation will be notified in writing that dues withholding will stop two (2) pay periods after the effective date of the action and that employees paying Union dues should contact AFGE regarding continuing dues payment through the discretionary allotment process.

g. In the event dues withholding is stopped due to temporary movement outside the unit, dues withholding will automatically resume the first pay period the employee returns to a bargaining unit position.

SECTION 5: DISPUTED ELIGIBILITY

5.1. When the Employer believes a position subject to dues withholding is no longer eligible for such deduction, the Union will be notified in writing. When a dispute arises concerning the bargaining unit status of an employee on dues withholding, dues withholding shall continue until the matter is resolved.

ARTICLE 4: EMPLOYEE RIGHTS

SECTION 1: RIGHT TO UNIONISM

- 1.1. Each employee shall have the right to join or assist the Union, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided by law, such right includes the right:
 - a. To act for a labor organization in the capacity of a representative, and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and
 - b. To engage in collective bargaining with respect to conditions of employment through representatives.

SECTION 2: PERSONAL RIGHTS

- 2.1. The Employer agrees to annually inform all bargaining unit employees of their rights under 5 U.S.C. Section 7114(a)(2)(B). Each new bargaining unit employee will be provided an information sheet prepared by the Union, during employment in-processing.
- 2.2. All employees shall be treated fairly and equitably in all aspects of personnel management, without regard to political affiliation, race, color, religion, national origin, sex, sexual orientation, gender identity, genetic information, marital status, age, parental status, or disabling conditions, and with proper regard and protection of their privacy and constitutional rights.
- 2.3. The Parties agree that in the interest of maintaining a congenial environment, both supervisors and employees will deal with each other in a professional manner with courtesy, dignity and respect.
- 2.4. Work instructions will be given in a constructive manner that will avoid public embarrassment or ridicule. If an employee is to be served with a warrant or subpoena, or interviewed as part of an investigation it will be done in private without the knowledge of other employees to the extent it is within the Employer's control.
- 2.5. No employee will be subjected to intimidation, coercion, harassment, or unreasonable working conditions as reprisal, nor used as an example to threaten other employees.
- 2.6. When employees receive conflicting orders, they should follow the last order, then:
 - a. Advise the official who issued the latest order that there is a conflict; and
 - b. Advise the official who issued the latest order, the name of the official who gave the first order, and explain the conflict.

- 2.7. When assigned work, unless notified by a supervisor or another management official, the employee must obey now, grieve later. If an employee believes that a work assignment violates a law, regulations, directive or this Agreement, the employee shall notify their immediate supervisor or if the supervisor is unavailable, another management official. The employee may document this disagreement and refer the matter to the Union and appropriate Employer official. This does not prohibit the employee from filing a grievance under the negotiated grievance procedure after following the order. Refusal to obey an unlawful order will not subject the employee to disciplinary action.
- 2.8. The Employer will continue to make reasonable efforts to provide a secure environment to protect employees' personal belongings. Upon request, the Employer will instruct employees on filing a claim for reimbursement under U.S.C. 31, Section 3721, and will make forms available in case of loss. The Employer shall provide adequate shift lockers for personal belongings.
- 2.9. An employee's decision to resign or retire (if eligible for optional retirement) shall be made freely and in accordance with prevailing regulations. If an employee is facing removal or termination, the employee may resign any time prior to the effective date. An employee may withdraw their resignation prior to the effective date, if the position is uncommitted or unencumbered.
- 2.10. Upon request, the Employer agrees to provide retirement planning information or counseling to employees who are within twelve (12) months of retirement eligibility. Such counseling may include, but is not necessarily limited to, individual counseling, retirement materials, life and medical insurance counseling, etc.
- 2.11. Employees shall normally present their work-related problems to the lowest level of supervision which can effectively deal with the problems. Employees may bring matters of personal concern to the attention of the Employer, the Union, their supervisors, or other appropriate officials.

SECTION 3: WHISTLE BLOWER PROTECTION

- 3.1. Employees shall be protected against reprisal for the disclosure of information which the employee believes evidences a violation of law, rule, or regulation, or evidences mismanagement, a waste of funds, or an abuse of authority.

SECTION 4: OFFICIAL RECORDS AND FILES

- 4.1. Personnel records may only be collected, maintained, or retained in accordance with law, higher authority regulation, and this Agreement. All personnel records are confidential, shall be known or viewed by officials only with a legitimate administrative need to know, and must be retained in a secure location.
- a. Employees and/or their authorized representative, who have been so authorized in writing, shall have the right to examine their records for a reasonable amount of time in the presence of a management official. The employee shall have the right to prepare

and enter on the record, while on duty status, a response to material placed in such records.

- b. Access to personnel records of the employee by the employee and/or the authorized representative who has been so authorized in writing will be granted within three (3) workdays of the request.
- c. Employees who review their records may request a photocopy of its content(s). The hardcopy or electronic copy will be provided within three (3) workdays of the request.
- d. Any records used in a disciplinary or adverse action must have been disclosed to the employee on a timely basis.

SECTION 5: SUPERVISORY FILES

- 5.1. Except as specifically authorized by this Agreement, a supervisory working file or electronic equivalent, is the only authorized file for personnel records, which may be maintained by a supervisor.
- 5.2. The file will be screened and purged annually.
- 5.3. Records shall be retained only as long as such administrative need exists.
- 5.4. Upon request, an employee will be provided access to any supervisory file maintained pertaining to that employee. Employees shall be given a copy, if requested, of any material placed in the supervisory working file within three (3) working days of the request. Employees will be allowed to enter into their supervisory working file additional information that is appropriate and work related, including rebuttals.
- 5.5. An employee does not have the right to supervisory personal notes (memory joggers). Personal notes pertaining to an employee not qualifying as a system of records under the Privacy Act may only be kept and maintained by and for the personal use of the supervisory official who wrote them. If personal notes are used to support an administrative action these must no longer be considered personal notes and shall be maintained in accordance with this section. These personal notes or memory joggers will not be used to circumvent timely disclosure to an employee, nor may they be used to retain information that should properly be contained in a system of records as required by the Privacy Act.

SECTION 6: REPRESENTATIONAL RIGHTS

- 6.1. If the employee wishes to discuss a problem or potential grievance with a Union representative, the employee shall obtain supervisory approval to contact and meet with the Union representative on duty time. If the employee's request to meet with the Union representative cannot be immediately approved due to workload exigencies, management will make a reasonable effort to allow the employee to meet with the Union representative by the end of the work day that the request was made. If management cannot accommodate the employee's request, the employee will be allowed to meet with their Union

representative the next work day.

- 6.2. When the supervisor is aware that a meeting may result in disciplinary action, the supervisor will inform the employee of the general purpose of the meeting. If the employee reasonably believes that the event may result in a disciplinary action against them, they may request Union representation. Once an employee chooses to exercise this right, no further questioning or action will take place until the employee's representative is present, provided no unreasonable delay occurs. This does not apply to routine work related conversations.
- 6.3. Consistent with 5 U.S.C. 71, the Employer will not communicate directly with employees regarding conditions of employment in a manner which will improperly bypass the Union under law.
- 6.4. The Employer will provide the Union with reasonable advance written notice of personnel surveys or focus groups concerning conditions of employment that involve bargaining unit employees. The Employer will also provide the Union, upon request, with survey results as soon as practicable after completion. If the Employer elects to use focus groups that utilize bargaining unit employees, the Employer will consult with AFGE on the number of bargaining unit participants, which employees participate, the topics to be discussed, etc.
- 6.5. The Union has the right to be present during questioning of potential bargaining unit witnesses for any third party hearing.

SECTION 7: VOLUNTARY ACTIVITIES

- 7.1. The Parties agree that employee participation in the Combined Federal Campaign, Blood Donor Drives, Bond Campaigns, and other worthy projects will be on a voluntary basis. This does not preclude giving general publicity and encouragement to employees to contribute. Participation or non-participation will not advantage or disadvantage employees.

SECTION 8: OUTSIDE EMPLOYMENT

- 8.1. Employees are advised that regulations require that some outside employment requests must be approved in advance. The Employer agrees to a policy of fair and equitable application of appropriate regulations in this area. The Employer agrees to approve or disapprove an employee's request to engage in outside employment within twenty one (21) calendar days of the request. The Employer agrees to include a statement of its reason for disapproving any such request.

SECTION 9: NEW EMPLOYEE ORIENTATION

- 9.1. The Union will be notified in advance of the scheduled dates of employee orientation, normally not less than 10 days prior to the orientation session. The Union will be given 30 minutes attached to the lunch period to address new bargaining unit employees.

ARTICLE 5: UNION RIGHTS

SECTION 1: GENERAL

- 1.1. In all matters relating to personnel policies, practices, and other conditions of employment, the Parties will have due regard for the obligations imposed by 5 U.S.C. 71 and the Agreement.
- 1.2. The employer shall not restrain, interfere with, or coerce representatives of the Union in the exercise of their rights under 5 U.S.C. 71 and this Agreement.

SECTION 2: INFORMATION

- 2.1. Pursuant to 5 U.S.C. 7114(b)(4) of Statute, the Employer agrees to provide the Union, upon request, with information that is normally maintained, reasonably available, and necessary for the Union to effectively fulfill its representational functions and responsibilities. This information will be provided to the Union within a reasonable time and at no cost to the Union.
- 2.2. The Employer agrees to furnish the Union yearly a list of names, series codes, and organizations of bargaining unit employees.

SECTION 3: FORMAL DISCUSSIONS

- 3.1. Consistent with 5 U.S.C. 7114(a)(2)(A), as the exclusive representative of unit employees, the Union shall be given the opportunity to be represented at any formal discussion, between one or more representatives of the Employer and one or more employees concerning any grievance, formal EEO complaint settlement discussions or any personnel policy or practices or other general condition of employment. The Employer will give the Union sufficient advance notice to exercise its rights under this section.
- 3.2. The attendance of the designated Union representative will be acknowledged by the Employer at the start of such formal discussions. The Union representative will be given the opportunity to ask questions relative to the matter being discussed on behalf of the employees, and may make a brief statement as to the Union's position on the matter under discussion. The Parties agree to maintain professional decorum throughout the discussion. The Employer is not obligated to delay the start of the meeting if the Union representative is not present.

ARTICLE 6: EMPLOYER RIGHTS

SECTION 1: The Employer retains the right:

- 1.1. To determine the mission, budget, organization, number of employees and internal security practices of the Activity.
- 1.2. To hire, assign, direct, layoff and retain employees in the Activity; or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.
- 1.3. To assign work, to make determinations with respect to contracting out and to determine the personnel by which Activity operations shall be conducted.
- 1.4. With respect to filling positions, to make selections for appointments from:
 - a. Among properly ranked and certified candidates for promotion; or
 - b. From any other appropriate source.
- 1.5. To take whatever actions may be necessary to carry out the Activity's mission during emergencies.
- 1.6. Nothing in this section shall preclude any activity and any labor organization from negotiating:
 - a. At the election of the Activity, 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;
 - b. Procedures that management officials of the Activity will observe in exercising any authority under this section; or
 - c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 7: LABOR-MANAGEMENT FORUM

SECTION 1: The Parties recognize that improving upon the relationship between labor and management is important in transforming the USNA NAFIs into more efficient and effective organizations that will better serve the needs of our customers. The creation of a Labor-Management Forum involves the open sharing of information at the earliest pre-decisional stage thereby engendering mutual trust and respect to better serve the Employer's mission.

1.1. Desired objectives of these Forums may include :

- a. Identify labor-management problems and jointly develop solutions to better serve mission requirements and employee needs;
- b. Work to continuously improve the quality and satisfaction of the USNA NAFIs work force by providing a work environment that is safe and healthy, and one that encourages creativity and joint problem solving at all levels.

SECTION 2: In achieving these goals the representatives of labor and management understand and agree that:

- 2.1. Labor-management cooperative efforts should promote trust and require open and honest sharing of information.
- 2.2. Legitimate differences between labor and management may continue to exist, and that both labor and management must continue to respect and understand those differences while working to find common ground.
- 2.3. Alternative Dispute Resolution will be utilized as appropriate and agreed upon by the representatives. To that effect, prior to the filing of any unfair labor practice charge with the Federal Labor Relations Authority ("FLRA"), either party will first notify the other party of its intention to do so, and will afford the other party five (5) workdays to attempt to resolve the underlying dispute. It is recognized that this requirement shall be waived if it would adversely impact a filing deadline.

SECTION 3: Forum meetings shall in no way nullify or take away the right of the Union to bargain negotiable matters. These meetings will not circumvent established grievance and negotiation procedures/meetings set forth in this Agreement, nor any other procedure provided for in law or regulations for the resolution of disputes. Such meetings will be conducted during regular duty hours. Union employee representatives in attendance are authorized duty time without charge to leave or loss of pay if they are otherwise in an active duty status.

SECTION 4: The Parties agree that there will be an Executive Level Forum and an Operational Level Forum. The operating agreement for the Executive Level Forum is an addendum to this Agreement.

- 4.1. The Parties further agree that the participants of the Executive Level Forum will timely establish an Operational Level Forum, along with its make-up and procedures.

ARTICLE 7 ADDENDUM: OPERATING AGREEMENT FOR THE EXECUTIVE FORUM

SECTION 1: Each Party shall designate a co-chair. Their duties shall be to:

- a. Alternately chair meetings.
- b. Receive written agenda items from members, prioritize and issue meeting agendas.
- c. Approve and timely disburse meeting minutes.

SECTION 2: The Union shall designate five (5) forum members (including the co-chair).

SECTION 3: Each member may designate a principal alternate who shall be the only replacement for the member at meetings.

SECTION 4: Extensions or alternative dates may be made by mutual consent.

SECTION 5: A quorum of 40% of each Party's members is necessary to conduct business.

SECTION 6: Additions or changes to these operating procedures may be introduced as necessary through mutual consent.

SECTION 7: Observers and subject matter experts may attend meetings with approval of the co-chairs.

SECTION 8: Facilitator(s) shall be used at the discretion and mutual agreement of the co-chairs.

SECTION 9: Meetings will be held quarterly.

ARTICLE 8: NEGOTIATIONS DURING THE TERM OF THE AGREEMENT

SECTION 1: CHANGES IN CONDITIONS OF EMPLOYMENT

1.1. Employer Initiated Changes

- a. If the Employer wishes to implement any changes that affect conditions of employment of bargaining unit employee, which are not specifically covered by this CBA and which are subject to bargaining under 5 U.S.C. 71, the Employer will provide reasonable advance written notice of intended changes to the Union's designated representative. The subject line of the Employer's notice will be clearly designated as "Change in Conditions of Employment".
- b. The advance written notice should include the following:
 - i. Brief description of the desired change.
 - ii. Brief explanation of how this change will be implemented.
 - iii. An explanation of why the proposed change is necessary.
 - iv. The proposed implementation date.
 - v. The Employer's Chief Spokesperson and a point of contact for additional questions or information.
- c. The Union will submit a request to bargain and any desired proposals to the Employer's Chief Spokesperson within fifteen (15) work days of receipt of the notice, or may request a clarification meeting. The Union will also designate its Chief Spokesperson.
- d. If the Union advises it needs clarification prior to the submission of its proposals, it will so advise the Employer within five (5) work days of the Employer's notice. The Parties will then hold a meeting within five (5) work days of receipt of the Union's request for clarification. The Union will be granted reasonable official time for representatives in accordance with 5 U.S.C. 71 and this Agreement. The Union may also request other employees necessary for clarification, be allowed to attend the clarification meeting. Reasonable requests for such attendance will be granted subject to mission and workload for employees who are not Union representatives.
- e. The Union will then submit any desired proposals within five (5) work days following the conclusion of the clarification meeting. Union representatives and employees who attended the clarification meeting may request a reasonable amount of official time to prepare proposals. Reasonable requests for such attendance will be granted subject to mission and workload for employees who are not Union representatives.

- f. Negotiations will commence as soon as possible, but no later than ten (10) work days after conclusion of the clarification meeting if one was requested, or within fifteen (15) workdays of receipt of the Employer's notice of change, if a clarification meeting was not requested or held.
- g. Interest based bargaining can be employed with mutual consent of the Parties.
- h. If the Union does not exercise its option to bargain or submit proposals in accordance with the above, the Employer may implement the changes.
- i. The Union will be authorized no fewer than the number of Employer negotiators. The Parties will exchange the names of their bargaining teams for the specific issues to be negotiated prior to bargaining. This does not preclude the attendance of experts by mutual agreement of the Parties.
- j. Nothing in this article constitutes a waiver on behalf of the Employer to implement its proposed changes in accordance with law, or the Union's right to contest implementation through ULP or grievance.

1.2. Union-Requested Bargaining

- a. As appropriate, the Union may request midterm bargaining on matters that are not specifically covered by this Agreement, which affect working conditions of bargaining unit employees up to three (3) per year.
- b. When the Union submits an appropriate proposed midterm change, negotiations will commence within ten (10) workdays.
- c. If the Employer advises it needs clarification, prior to negotiations, the Parties will hold a clarification meeting within five (5) work days after receipt of the Union proposed change. Negotiations, if appropriate, will then commence within five (5) work days following the meeting.
- d. The Union request to bargain should include the following:
 - i. A brief description of the desired change.
 - ii. A brief explanation of how this change is requested to be implemented.
 - iii. An explanation of why the proposed change is being requested and / or is felt necessary.
 - iv. The Union's Chief Spokesperson and a point of contact for additional questions or information.

1.3. Negotiability

- a. If a proposal is claimed to be non-negotiable by a Party and subsequently determined to be negotiable, or if the Party withdraws its allegation of non-negotiability, bargaining on the proposal will, upon request, commence within ten (10) work days.
- b. Any provisions disapproved by Agency head review, under 5 U.S.C. 7114(c), may be referred to the Federal Labor Relations Authority (FLRA) by the Union. If the Agency Head objection is upheld, bargaining will commence within ten (10) work days. If the provision is found to be negotiable it will be added to the Agreement.

1.4. Restriction on Waivers

- a. Any waiver of rights by either Party must be clear, unmistakable, and in writing.

ARTICLE 9: NEGOTIATED GRIEVANCE PROCEDURE

SECTION 1: PURPOSE

- 1.1. The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances filed by bargaining unit employees or the Parties.
- 1.2. The Union and the Employer desire that grievances and complaints should be settled in an orderly, prompt and equitable manner so that the efficiency of the Activity and morale of employees may be maintained. Every effort will be made by the Employer and the Union to settle grievances at the lowest level possible.

SECTION 2: SCOPE

- 2.1. A "grievance" means any complaint:
 - a. By an employee concerning any matter relating to the employment of the employee;
or
 - b. By the Union concerning any matter relating to the employment of any employee; or
 - c. By any employee, the Union or the Employer concerning:
 - i. The effect or interpretation or a claim of a breach of this Collective Bargaining Agreement; or
 - ii. Any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.

SECTION 3: EXCLUSIONS

- 3.1. Excluded from this negotiated grievance procedure are:
 - a. Any claimed violation of 5 U.S.C. §7321 relating to prohibited political activities; or
 - b. Retirement, life insurance or health insurance grievances or complaints; or
 - c. Appeal of a suspension or removal for national security reasons under 5 U.S.C. §7332;
or
 - d. A complaint concerning any examination, certification or appointment; or
 - e. The classification of any position which does not result in the reduction in grade or pay of an employee; or
 - f. Expiration of a temporary appointment or a temporary promotion; or

- g. Termination during the probationary period or the termination of employees in the flexible category, except when that flexible employee has worked an average of thirty (30) hours or more a week in any 12-month period prior to their termination; or
- h. Non-selection for promotion from a certificate of properly ranked and certified candidates unless it is arbitrary or capricious; or
- i. Failure to receive a discretionary pay increase or the amount of a pay increase, which meets the criteria of the pay-banding program; or the disapproval of a quality increase or other kind of honorary or discretionary award; or
- j. A grievance concerning the Employer's decision to effect a Business Based Action.

SECTION 4: QUESTIONS OF GRIEVABILITY OR ARBITRABILITY

- 4.1. Should either Party declare to the other that a grievance is non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue as a threshold question, which will ultimately be decided by arbitration under the procedures in the Arbitration article. The Parties agree that any question of grievability or arbitrability may be raised in good faith at any time, but no later than the date of the Employer's or Union's final step response under the appropriate negotiated procedure.

SECTION 5: GENERAL PROVISIONS

- 5.1. Most grievances arise from disputes or misunderstandings that can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty or value to the Employer. Employees and their representatives will be free from restraint, interference or reprisal in seeking adjustment of grievances.
- 5.2. Reasonable duty time during working hours shall be allowed for bargaining unit employees and witnesses, determined necessary by either Party, for the purpose of preparation and presentation of grievances. Official time shall be allowed for Union representatives to prepare and present grievances in accordance with the procedures in this Article.
- 5.3. Any employee or group of employees may present grievances directly to the Employer. The Union, however, shall have the right to be present at grievance meetings during all steps of the negotiated grievance procedure. In this capacity as an observer, the Union agrees to respect confidentiality of information discussed or provided. Any adjustment or resolution of a grievance under this direct grievance procedure must be consistent with the terms of this Agreement and the Union must be granted an opportunity to be present at the resolution of any such grievance.
- 5.4. An employee affected by a prohibited personnel practice or discrimination may raise the matter under statutory procedure (Office of Special Counsel or Equal Employment Opportunity Commission) or the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised that option at such time as they file a grievance

in writing or initiate formal action under the appellate procedure.

5.5. The time limit for any step of the grievance procedure may be extended by mutual written agreement. The Parties may mutually agree to extend time limits set forth in this article to explore / invoke mediation as a form of alternative dispute resolution.

5.6. Failure to meet any time limits within steps in the negotiated grievance procedure shall permit the grievance to advance to the next appropriate step, or arbitration. In the event of failure to forward a grievance to the next step, or appeal a response / disposition of a grievance, within time limits provided in this Article, the grievance shall be considered withdrawn.

SECTION 6: NEGOTIATED PROCEDURE FOR EMPLOYEE GRIEVANCES

6.1. The following steps will be followed if an Employee grievance is initiated:

- a. **STEP 1.** An employee and / or the Union shall present the grievance in writing, using the standard grievance form, to the employee's immediate supervisor within fifteen (15) work days after the event giving rise to the grievance or the date the employee became aware of the event giving rise to the grievance.
 - i. The written grievance must include a general narrative description of the basis for the grievance and, where applicable, the Article(s) and Section(s) of the Agreement alleged to have been violated, if any, the corrective action desired, and state whether or not the employee will be represented by the Union. The Employer will not dismiss a grievance at this step for lack of clarity.
 - ii. Within five (5) work days after receiving the grievance, the immediate supervisor shall meet with the employee / Union, if requested, to discuss and seek adjustment of the grievance. Within seven (7) work days of the meeting, the supervisor shall provide a written response to the employee. If no meeting is requested, a written response shall be provided within ten (10) work days.
- b. **STEP 2.** If the grievance is not satisfactorily resolved at Step 1 and the employee desires further consideration on the matter, the grievance form shall so indicate and be forwarded by the Employer to the appropriate level of supervision within five (5) work days of the date of receiving the Step 1 response.
 - i. If requested, within five (5) work days after receipt of the grievance, the unit manager or designated representative, shall meet and discuss the grievance with the employee, and the Union representative if the employee has elected Union representation. A written response shall be provided to the employee within seven (7) work days after the meeting. If no meeting is requested, a written response shall be provided within ten (10) work days after receipt.
 - ii. Neither Party, without mutual agreement, may raise matters not related to the grievance, and not raised at this Step, at later steps.

- c. **STEP 3.** If the grievance is not satisfactorily resolved at Step 2, and the employee desires further consideration on the matter, the grievance form shall so indicate and be forwarded by the Employer to the Director, Naval Academy Business Services Division (NABSD) within five (5) work days after the employee's receipt of the Step 2 response.
 - i. If requested, the Director, NABSD, or their designated representative, shall meet within five (5) work days with the employee and the Union representative, if the employee elected Union representation, to discuss the grievance. A written response shall be provided to the employee within seven (7) work days after the meeting. If no meeting is requested, a written response shall be provided within ten (10) work days of receipt.
- d. **STEP 4.** If the Union is dissatisfied with the decision rendered at Step 3, it may submit the grievance to arbitration in accordance with the provisions of the Arbitration article of this Agreement.

SECTION 7: If an employee elects the negotiated procedure, a grievance arising from an allegation of discrimination on the basis of race, color, national origin, religion, sex, age, and / or disabilities will be processed according to the following:

- a. **STEP 1.** In cases of alleged discrimination, the complainant(s) shall bring to the attention of the USNA Equal Employment Opportunity (EEO) Office the matter causing the employee(s) to believe they were discriminated against within forty-five (45) calendar days of the date of that matter or within forty-five (45) days of first knowledge of the occurrence, or, if a personnel action, within forty-five (45) calendar days of its effective date. The EEO Office will inform the complainant that the complainant has the option of filing a formal complaint either under the statutory procedure (see EEO Article) or at Step 2 of the negotiated procedure. Within fifteen (15) work days of the final interview with the EEO Office the employee may file a written grievance with the Employer with a copy to the EEO Office. The grievance must indicate the selection of the negotiated grievance procedure and be specific and limited to the matter discussed with the EEO Office.

SECTION 8: GRIEVANCES INVOLVING DISCIPLINARY ACTIONS

- 8.1. Grievances involving disciplinary actions will be filed at the step above the management official effecting the action.

SECTION 9: UNION OR EMPLOYER GRIEVANCES

- 9.1. The Parties agree that this will be the sole and exclusive procedure for grievances raised by either Party.

- a. **STEP 1.** The grieving Party shall present the grievance in writing to the other Party,

addressed to Vice President, Local 1923 or Director, NABSD, using the standard grievance form, within fifteen (15) work days after the event giving rise to the grievance or the date the Party reasonably should have known of the event giving rise to the grievance. The written grievance must include a narrative description of the basis for the grievance and, where applicable, the Article(s) and Section(s) of the Agreement alleged to have been violated, if any, and the corrective action desired.

- i. Within ten (10) work days, designated representatives of the Parties shall meet and attempt to resolve the grievance to the Parties' mutual satisfaction. The Party to whom the grievance was presented will issue a written response no later than fifteen (15) work days after this meeting. If the aggrieved Party is not satisfied with that response, that Party may, within ten (10) work days of receipt of the response, refer the grievance to Step 2 outlined below.
- b. **STEP 2.** The grieving Party shall forward the grievance form to the other Party, addressed to President, Local 1923 or Superintendent, USNA.
 - i. Within ten (10) work days, designated representatives of the Parties shall meet and attempt to resolve the grievance to the Parties' mutual satisfaction. The Party to whom the grievance was forwarded shall issue a written response no later than fifteen (15) work days after this meeting. If the aggrieved Party is not satisfied with that response, that Party may invoke the arbitration provisions of this Agreement. Once invoked, arbitration should proceed without unreasonable delay and in accordance with the provisions of the Arbitration article of this Agreement.

ARTICLE 10: ARBITRATION

SECTION 1: INVOKING ARBITRATION

- 1.1. Any grievance not satisfactorily resolved under the negotiated grievance procedure is subject to binding arbitration, which may be invoked by either the Union or the Employer. The invoking Party must serve written notice on the other Party of their desire for arbitration within twenty (20) working days after the issuance of the response or timeframe in the final step of the negotiated grievance procedure.

SECTION 2: PANELS

- 2.1. The Party invoking arbitration shall, within ten (10) working days, request the Federal Mediation and Conciliation Service (FMCS) provide a list of seven (7) impartial persons qualified to act as arbitrators. A copy of the list of arbitrators should be furnished to the other Party within ten (10) working days of receipt. The Parties shall then meet, in no later than ten (10) working days, to select an arbitrator. If they cannot mutually agree upon one of the listed arbitrators the Parties shall alternately strike one arbitrator's name from the list and repeat this procedure until one person remains who shall be the duly selected arbitrator. The order of striking shall be determined by the flip of a coin. In any event, the process of selecting an arbitrator shall not be delayed by either Party.

SECTION 3: RULES FOR ARBITRATORS

- 3.1. The arbitrator will expeditiously hear a case, preferably within sixty (60) days of notification by the moving Party that is ready to proceed, unless the Parties mutually agree otherwise. A copy of the notification to the arbitrator shall be simultaneously served upon the other Party.

SECTION 4: PREHEARING CONFERENCE

- 4.1. By mutual agreement, the Parties may arrange for a pre-hearing conference, with or without the arbitrator, to consider possible settlement and means of expediting the hearing. For example, by mutual agreement the Parties may reduce the issue in writing, stipulate facts, outline offers of proof, authenticate proposed exhibits, exchange lists of witnesses, or waive the use of a transcript.

SECTION 5: REGULAR ARBITRATION PROCEDURES

- 5.1. The arbitrator's fees and all expenses shall be shared equally by the Parties. Prior to the hearing, the Parties shall give the name, position and address of their designated local representatives to whom the arbitrator shall forward billings and decisions. It will be the arbitrator's responsibility to make sure they have such information prior to the close of the hearings.

- 5.2. The arbitrator shall determine the procedures used to conduct the arbitration hearing. All Parties shall be entitled to call and cross-examine witnesses and shall be entitled to a hearing before the arbitrator.
- 5.3. The Parties may agree to the preparation of a verbatim transcript of any arbitration hearing. In the event of such an agreement the expenses of said transcript would be borne equally between the Parties. Should only one Party desire a transcript of any arbitration hearing, then the expense of said hearing transcript shall be borne solely by that Party.
- 5.4. The arbitration hearing will be held on the Employer's premises during the regular work hours of the basic workweek. All participants in this hearing shall be in duty status.
- 5.5. Only the Parties may invoke arbitration of a grievance(s).
- 5.6. If the Parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.
- 5.7. The arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement.
- 5.8. The arbitrator's decision shall be final and binding. However, either Party may file an exception to the arbitrator's award in accordance with applicable law and regulations.
- 5.9. The arbitrator will be requested by the Parties to render a decision as quickly as possible, but in any event within thirty (30) days after the close of the proceedings.
- 5.10. Any Party withdrawing from arbitration after arbitrator selection, but prior to the hearing, shall bear sole responsibility for the cost of any fees in accordance with the arbitrator's published cancellation policy.
- 5.11. Fees incurred as a result of settlement prior to a scheduled hearing, which results in cancellation of the hearing, shall be borne equally by the Parties unless otherwise specified in the settlement agreement.

SECTION 6: EXPEDITED ARBITRATION PROCEDURE

- 6.1. **Procedure.** Notwithstanding any other provision of this Agreement, the following expedited arbitration procedure is hereby adopted and may be used by the Parties by mutual agreement. Examples of grievances which may lend themselves to this process may include employee performance appraisals, reprimands, suspensions of thirty (30) days or less, leave abuse/restrictions.
- 6.2. **Panel.** The Parties designated representatives shall establish a panel of seven (7) arbitrators from a list requested from FMCS.

- a. Panel members no longer participating shall be expeditiously replaced by requesting additional names from FMCS, and using the selection method described in Section 2 of this article.
- b. In addition, each Party may strike one (1) member of the Panel during the final quarter of the calendar year, and replace them as described above (1).

6.3. **Conduct of Hearing.** The Parties agree that the primary purpose of the expedited arbitration procedure is to provide a swift and economical method for the resolution of identified disputes. The arbitrator shall have the authority to take steps necessary to see that the purpose is fulfilled. To this end, the following guidelines will apply:

- a. A single case should normally not require more than four (4) hours to be heard, with each Party being allowed up to two (2) hours to examine witnesses and make opening and closing statements. In disciplinary action cases involving multiple charges, either Party may request the arbitrator to extend the length of the hearing in order to address all the charges properly. The arbitrator shall ensure that the length of the hearing is not unnecessarily extended because of irrelevant or repetitious testimony. The arbitrator may also waive the time limits for good and sufficient reasons.
- b. The hearing shall be informal.
- c. No briefs shall be filed or transcripts made.
- d. There shall be no formal evidence rules.
- e. The arbitrator will be urged to issue a bench decision at the hearing, but in any event the arbitrator shall render the decision within forty-eight (48) hours (excluding weekends) after the conclusion of the hearing. This decision shall include a brief written explanation of the decision. This shall be final and binding on both Parties.
- f. Either Party may file exceptions to an award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

6.4. **Arbitrator Fees and Expenses - Expedited Arbitration**

- a. Study time shall include the arbitrator's written decision on the cases heard. A normal hearing day shall be from 9:00 A.M. to 12:30 P.M. and 1:30 P.M. to 4:30 P.M., and be held on the Employers premises.
- b. The fee for all expedited cases will be \$500 per case.
- c. The Parties agree to pay up to one half study day for each expedited case heard, not to exceed \$500.
- d. The Parties agree to pay reasonable travel expenses.

- e. Arbitrators will be informed that if the decision in an expedited arbitration is not rendered within fifteen (15) calendar days their fees will be reduced by 20%. If a decision is not rendered within thirty (30) days, the original fee will be reduced by 40%.
- f. If the hearing is cancelled fifteen (15) calendar days or more prior to the scheduled hearing date and the arbitrator is so notified, there is no charge to the Parties.

6.5. Arbitrator Fees and Expenses - Regular Arbitration

- a. Arbitrators selected will be paid their published rates on file with FMCS. Study days will be paid at the arbitrator's published fee.
- b. The Parties agree to pay up to two (2) study days for each one (1) day of hearing if necessary. Additional study days must be mutually agreed by the Parties.

ARTICLE 11: EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1: The Employer and the Union affirm their mutual commitment to the policy of providing equal employment opportunities to all employees and to prohibit discrimination because of race, color, religion, sex, age, disabling condition, sexual orientation, gender identity, or national origin. The Parties agree that Equal Employment Opportunity (EEO) shall be administered in accordance with Title 5 U.S.C., the Civil Rights Act of 1991, the Rehabilitation Act of 1973 as amended, the Age Discrimination in Employment Act, Executive Order 11478, and other applicable legislation and regulations. Furthermore, the Parties recognize that harassment on the basis of sex is a violation of Title VII of the Civil Rights Act of 1964.

SECTION 2: Establishment and implementation of the Affirmative Employment Plan (AEP) is an objective required by EEOC and the Department of the Navy. As a NAF activity, the Employer is a component of the USNA AEP. Upon request, the Union will be provided access to the NAF component of the USNA AEP.

SECTION 3: In cases where discriminatory acts or practices are found, corrective actions will be taken to ensure that such practices are remedied. Reprisal against a complainant or witness for filing a complaint is prohibited.

SECTION 4: An employee alleging discrimination may elect to use either the EEO discrimination complaint procedure or the negotiated grievance procedure within the appropriate time frames; the employee may not use both procedures. A reasonable amount of duty time will be authorized to employees and/or their representatives, who would otherwise be in duty status, to participate in statutory EEO complaints, in accordance with 29 C.F.R. Section 1614.

SECTION 5: In accordance with the Rehabilitation Act of 1973, as amended, the Vietnam Veteran's Readjustment Assistance Act of 1974, as amended and other Government-wide rules and regulations pertaining to the employment of individuals with disabilities, the Employer is committed to affirmative action for employment, placement and advancement of qualified individuals with disabilities and disabled veterans.

- 5.1. The Employer will offer reasonable accommodation to qualified individuals with a disability unless it would impose undue hardship on the Employer as defined in 29 C.F.R. 1614.203. The Parties recognize that individual accommodations will be determined on a case by case basis.
- 5.2. Requests for reasonable accommodation by employees with disabilities will be determined in accordance with applicable laws, rules and regulations.

SECTION 6: The Employer agrees to furnish the Union on a yearly basis, upon request, workforce profile information by grade level according to sex, race, national origin and disabling condition.

SECTION 7: Access to information, data and reports:

- 7.1. Employees shall have reasonable access to Command EEO policies, regulations and guidance describing the Employer's complaint process. The Employer will continue to inform employees concerning the EEO Program and Policies.
- 7.2. Employees shall have access to NAF AEP, upon request.

ARTICLE 12: OFFICIAL TIME AND UNION REPRESENTATION

SECTION 1: The Employer recognizes that Union officials have the responsibility for carrying out representational duties. The Parties also recognize that Union officials, when not engaged in authorized labor/management activities, are expected to accomplish the duties of the position to which they are assigned.

SECTION 2: In accordance with this Agreement, the Employer recognizes nine (9) Union officials who are employees and designated by the Union as appropriate users of official duty hours for Union representational activities and labor/management relations functions. Should additional businesses be added, the number of Union officials may be increased subject to bargaining under Article 8 of this Agreement.

SECTION 3: The Union shall provide in writing to the Employer a current list of all Union representatives, which shall be updated as necessary.

SECTION 4: Employee representatives shall advise their immediate supervisor of a request to conduct representational duties and obtain approval before engaging in these activities. Approval of requests will be granted consistent with workload requirements. In those cases where there is a delay, the supervisor will grant the request as soon as possible, and in no case no later than the next workday. Representatives shall:

- 4.1. Advise their supervisor of the approximate amount of official time requested, where and how the representative may be reached, and the reason for which official time is being requested.
- 4.2. Make arrangements with the supervisor in the location to be visited providing the general nature and expected duration of business. The representative will check in with the supervisor in the visited area before commencing Union business.

SECTION 5: The Employer agrees to provide advance notification to the Union when placing representatives on special assignments, reassignments and/or details from the work unit within which they normally work.

SECTION 6: OFFICIAL TIME

- 6.1. The Employer agrees to grant the Union Vice-President, or their designee (in all but the most unusual circumstances said designee will be a local Union official), official time during the last four hours of each workday, Monday through Friday, for representational duties authorized under the terms of this Agreement. It is understood by the Parties that Union initiated meetings with management shall be conducted during this time period.
- 6.2. The Employer agrees to grant the Chief Steward of the Union, or their designee (in all but the most unusual circumstances said designee will be a local Union official) official time during the last four hours of each workday, Monday, Wednesday, and Friday, for the performance of representational duties authorized under the terms of this contract. It is understood by the Parties that any Union initiated meetings with management shall be

conducted during this time period.

- 6.3. The Employer agrees that shop stewards, after obtaining permission from their supervisor, shall be authorized to leave the work site to attempt resolution of a grievance or complaint. It is understood by the Parties that shop stewards will obtain authorization from the employee's supervisor before meeting with an employee concerning a grievance or complaint.

SECTION 7: The following are examples of representational activities for which official time is appropriate and may be granted:

- 7.1. Attendance at meetings initiated by the Employer concerning personnel policies, practices, other general conditions of employment or any matter covered by 5 U.S.C. 7114 (a)(2)(A) and (B).
- 7.2. Attendance at Labor-Management Forum meetings and/or joint committees in which Union representatives are recognized members.
- 7.3. Attendance at joint training to which the Union has been invited by the Employer.
- 7.4. Participation in proposed Union sponsored training.
- 7.5. Time associated with mid-term bargaining.
- 7.6. Attendance at oral replies and preparation of written replies to disciplinary or unacceptable performance actions under this Agreement.
- 7.7. Assisting employees in preparing, presenting and processing grievances and preparing for and /or participating in arbitration and FLRA activities.
- 7.8. With advance notice, to serve as a representative on a wage board survey.

SECTION 8: The Employer agrees that official time may be granted to Union officials (Shop Stewards, Chief Steward, Vice President) to attend training sessions sponsored by the Union, provided the subject matter is of mutual benefit to the Parties. Such official time will not exceed forty (40) hours for any individual in twelve (12) calendar months. Requests shall be submitted in writing to the Director, NABSD via the Director, NAF Human Resources Management, with sufficient information to permit approval. Thirty (30) calendar days notice will be given to the Employer for all training requests. Special requests for elected Union officers in the unit to exceed this forty (40) hour limit will be considered by the Employer, consistent with workload requirements. Failure to submit a timely request may result in an employee using either annual leave or leave without pay provided supervisory approval is obtained.

SECTION 9: Instances of a representative's or employee's failure to comply with procedures in this article will be brought to the attention of the President of the Union to correct the problem. The Employer may take disciplinary action to correct the problem if the action taken by the President does not adequately address the problem.

SECTION 10: Annually upon request, the Union will be provided with an updated list of the names, position titles, grades and organization location of all bargaining unit employees appointed or separated during the reporting period.

ARTICLE 13: UNION USE OF OFFICIAL FACILITIES

SECTION 1: OFFICE SPACE AND FURNISHINGS

- 1.1. The Employer agrees to provide reasonable office space and furnishings to the Union for carrying out its representational duties. Requests for additional office furnishings will be considered and may be submitted to the Director, NAF Human Resources Management.

SECTION 2: MEETING SPACE

- 2.1. The Employer will, subject to availability and normal approval and scheduling procedures, provide conference rooms for discussions between employees and Union officials and space for regular Union Meetings.

SECTION 3: TELEPHONE

- 3.1. The Employer will continue its current practice of making internal telephones with voicemail capabilities, available to the Union for handling representational duties and conducting labor-management relations, when on authorized official time.

SECTION 4: EQUIPMENT

- 4.1. The Employer will provide the Union office with the following capabilities:
 - a. Printing / photocopying / scanning / faxing
 - b. Computing
 - c. Internet / Intranet access
 - d. Telephone, including voicemail
 - e. Email
- 4.2. While on official time, bargaining unit employees who are Union representatives may request authorization from their supervisors to use their assigned work computers in connection with representational duties.

SECTION 5: MAIL USE

- 5.1. Consistent with postal regulations the Union shall have reasonable use of Employer's interoffice mail delivery system for representational matters. This however does not permit the use of other types of mailings such as express, overnight, registered, certified, etc. without the Employer's prior written approval.

SECTION 6: MEMBERSHIP DRIVES

- 6.1. Subject to availability, the Employer agrees to provide a reasonable amount of space for annual membership drives, at locations that will provide access to unit employees during break and lunch periods. The Union will provide advance notice to the Employer.

SECTION 7: MISCELLANEOUS SERVICES

- 7.1. The Employer agrees to provide routine cleaning and maintenance services in Union office space.
- 7.2. The Union may request use of available video equipment for onsite presentation /orientation sessions, training and meetings with employees, subject to normal approval and scheduling procedures.
- 7.3. The Employer will provide reasonable space for Union supplied publication racks.
- 7.4. The Union will be provided access to electronic personnel manuals and guidelines, including a signed copy of the collective bargaining agreement and additional printed copies.
- 7.5. The Employer electronic telephone directories /listings will include the telephone number of the Union office.

SECTION 8: DISTRIBUTION OF UNION PUBLICATIONS

- 8.1. The Employer recognizes the Union's right to distribute printed Union literature to bargaining unit employees; and the Union recognizes the requirement not to interfere with operations. The Union will provide advance notice to the Employer. Distribution will be accomplished during the distributor's and employees' non-work time, in non-work areas and in such a manner as to avoid work disruption. All Union communications shall clearly identify "the Union" as the source of the communication. Materials distributed will not malign the character of any federal employee or agency.

SECTION 9: BULLETIN BOARDS

9.1. Union Use of Electronic Posting

- a. The Union will be provided with a page on the NABSD web site, which will contain contact information.

9.2. Union Bulletin Boards

- a. In addition to use of the electronic bulletin board, the Union may continue to post on current bulletin boards, which are located in every department.
- b. All Union postings on bulletin boards shared with the Employer will identify the Union as the source.

- c. Materials will not be posted in any places other than on designated bulletin boards where Union employees are located, nor on Employer premises which are visible to the general visiting (non-employee) public.

SECTION 10: GENERAL PROVISIONS

- 10.1. All materials distributed, or posted electronically or otherwise, will be in accordance with 5 U.S.C. 71 and applicable law, regulations and this Agreement. Postings shall not contain messages related to partisan political matters, or contain messages which are obscene, derogatory, libelous, or malign the Employer, DOD/DON or their employees or representatives.
- 10.2. If the Employer objects to any communication or posted item as violating the terms of this Agreement, the Director, NAF Human Resources Management will inform the Union prior to removing it.

SECTION 11: VIOLATIONS

- 11.1. Any violation of this Article, or DON/USNA policies or directives, may result in the Employer withdrawing its permission for continued use of its internet/intranet, computers, or electronic mail systems.

ARTICLE 14: BASIC WORKWEEK, HOURS OF WORK AND OVERTIME

SECTION 1: HOURS OF WORK - The Employer's hours of operation and employees hours of work will be established by the Employer consistent with the Employer's mission and the following provisions:

- 1.1. The **administrative workweek** for employees will be a period of seven (7) consecutive calendar days. It need not coincide with the calendar week, but may begin on any day and any hour of the day. Currently the administrative workweek starts at 0001 on Sunday and ends at 2400 on Saturday. Within the administrative workweek the basic workweek for employees will normally be scheduled as follows, for:
 - a. Regular Full-time Employees: Thirty-five (35) to Forty (40) hours per week;
 - b. Regular Part-time Employees: Twenty (20) to Thirty-four (34), but less than Thirty-five (35) hours per week;
 - c. Flexible Employees: Zero (0) to Forty (40) hours per week.
- 1.2. Within the administrative workweek, the **basic workweek** of the USNA NAFIs will not exceed forty (40) hours, exclusive of unpaid meal breaks. Regular full-time employees shall normally enjoy a basic workweek that consists of five (5) consecutive workdays followed by two (2) consecutive days off. Regular part-time employees shall also normally enjoy two (2) consecutive days off.
- 1.3. The Employer reserves the right to effect **changes to work schedules** without advance notice to the employees affected when the Employer determines the Agency would otherwise be seriously impeded in carrying out its functions or costs would be substantially increased. Under “normal” circumstances, employees will be notified as far in advance as possible, but not less than seventy-two (72) hours prior to a change in work schedule, and notice shall include the change in the employee’s work schedule and expected duration.
 - a. The Employer shall first attempt to obtain volunteers to work outside of their regular schedule. If the volunteers are unable to properly staff the schedule, employees will be rotated in reverse seniority order into the shifts as required. A rotation roster will be maintained to record the assignments and will be made available to the Union, for its review, upon request.
 - b. Notwithstanding the terms of this Article, the Employer reserves the right to request all employees to work as needed in order to cover work stations during times and on shifts to meet mission needs.
- 1.4. The **workday** for regular full-time employees is normally seven (7) to eight (8) hours and may extend over two (2) calendar days.
- 1.5. All regular full-time and regular part-time scheduled employees are **paid for holidays** for hours they are normally scheduled to work. In order to receive holiday pay, an eligible

employee must be in a pay status the last scheduled workday before the holiday or the next scheduled workday after the holiday. Leave without pay (LWOP) and absence without leave (AWOL) are not pay statuses.

a. Consistent with 5 C.F.R. 532.507, employees who work on a holiday are paid double time.

b. The currently recognized Federal Holidays are:

- i. New Year's Day, January 1
- ii. Martin Luther King's Birthday, 3rd Monday in January
- iii. Presidents' Day, 3rd Monday in February
- iv. Memorial Day, Last Monday in May
- v. Independence Day, July 4
- vi. Labor Day, 1st Monday in September
- vii. Columbus Day, 2nd Monday in October
- viii. Veterans' Day, November 11
- ix. Thanksgiving Day, 4th Thursday in November
- x. Christmas Day, December 25

1.6. **Lunch periods** will normally be established at no less than thirty (30) minutes or in excess of one (1) hour, and will not be considered as time worked. Employees are expected to clock in and out during their unpaid lunch period, unless assigned to work through such meal or lunch period. The Employer, during the non-work time of the employee, will not restrict an employee's freedom of movement, including the right to leave the USNA premises. Sufficient numbers of time clocks shall be provided so as to minimize the time required to punch in and out. Employees will not be docked for time waiting to punch in or out.

a. Employees wishing to take more than a thirty (30) minute unpaid meal period will be allowed to do so as long as the supervisor approves the request prior to the unpaid meal period and the employee starts and/or stays the additional time at the beginning or end of the scheduled shift. At no time will break(s) be combined with the unpaid meal period.

SECTION 2: Where applicable, **work schedules** of bargaining unit employees will be posted at least one pay period in advance of reporting times and to make starting and ending times for individual employees as consistent as possible throughout the workweek. Employee requests for changes will be submitted, if feasible, prior to the posting of final schedules. Shift hours of employees may be changed for participation in such activities as official hearings, investigations, command-sponsored training, and job related driving tests. Employer changes in work schedules may be made in the event an employee is not able to report for a scheduled shift or other such emergent need. Work schedules will be posted in designated areas located in every employee work area.

SECTION 3: During the hours of work, the Employer may assign **housekeeping tasks**, such as cleaning the immediate work area, returning tools, or equipment, or securing machines. Time

to change into and out of items of clothing, which the Employer requires to be worn in the performance of official duties, will be considered part of the employee's tour of duty. The time normally will not exceed ten (10) minutes.

SECTION 4: SCHEDULING CONFLICTS

- 4.1. **Scheduling conflicts** with respect to assignments to weekends, nights, or other shifts will be resolved based on service computation date. This agreement to resolve such conflicts does not apply in those instances where (a) the employee was initially hired for such a shift, or (b) the employee voluntarily requests not to be rotated from the shift. When requested, rosters of employees on such shifts will be made available to the Union for review.

SECTION 5: OVERTIME

- 5.1. In the event that overtime work becomes available, assignments are determined by the Employer consistent with this agreement. In determining overtime assignments, consideration is given to individual employee skills and those skills required by the particular available overtime work.
- 5.2 Time worked in excess of eight (8) hours in any one (1) day for Craft and Trade employees or in excess of forty (40) hours in any basic workweek for all nonexempt employees shall be compensated for at the rate of one and one-half (1.5) times the employee's regular rate of pay. In no cases will employees be required to take compensatory time off in lieu of overtime payments, but may elect to do so voluntarily. Requests for approvals and use of compensatory time must be in accordance with this agreement and applicable regulations.
- a. Assignments of overtime will be made on a rotational basis of qualified employees within an employee category. Overtime shall not be assigned or withheld as a reward or punishment. A roster shall be kept in each unit listing employees by service computation date (SCD). When overtime is to be worked employees will be notified as far in advance as possible, normally not less than 72 hours. The Parties acknowledge that the need to assign overtime may be the result of unforeseen circumstances (e.g. weather-related closures) resulting in a backlog of time-sensitive work to be done, in which case it may not be possible to give 72 hours notice.
 - b. Before requiring any employee to work **mandatory overtime**, the Employer will, to the greatest extent practicable, solicit and use qualified volunteers. If there is an insufficient number of volunteers, employees will be assigned overtime in inverse order of seniority (determined by service computation date). When an entire work unit is required to work overtime, there is no requirement to solicit volunteers.
 - c. For **voluntary overtime**, if there are more volunteers than overtime available, overtime will be made available to the employee with the earliest (most senior) SCD. If they decline the work it shall be offered to the next employee on the roster until a sufficient number of employees have volunteered to meet the overtime need. If there are concerns regarding fair distribution of overtime, the Union will first bring those concerns to the Employer's attention for resolution.

SECTION 6: During unscheduled overtime assignments **where food is not available** in reasonable proximity to the job site, an employee may be permitted by the Employer to obtain food for themselves and other employees while in an on-duty status.

SECTION 7: When an employee is **called back** to their place of employment at a time outside of, and not connected with, their scheduled hours of work within their basic workweek, to perform unscheduled overtime, the employee will be paid a minimum of two (2) hours of overtime pay for each “call back,” even though no work, or less than two (2) hours work, is actually performed.

SECTION 8: In the event a Craft and Trade employee is **held on the job** site they shall be compensated with overtime actually worked. Similarly, if a Craft and Trade employee is called in to report early for duty less than two (2) hours before the start of their normal tour, they will be paid for the overtime actually worked, if the overtime work continues to the beginning of the employee’s normal shift.

SECTION 9: When a supervisor determines that operating necessity requires an employee to **work through their normally scheduled lunch period**, the supervisor will arrange a lunch period as soon as possible.

ARTICLE 15: FLEXIBLE EMPLOYMENT

SECTION 1: To be competitive and effective, the Employer intends to maintain a balanced mix of regular full-time, regular part-time and flexible employment. Regular full-time and part-time employees may represent the core employees for the organization.

SECTION 2: Time spent in a flexible employee position, which immediately precedes the assignment to a regular position involving the same duties, shall be credited towards completion of the probationary period.

SECTION 3: CONVERSIONS TO STATUS

- 3.1. Flexible employees who are hired on or after the effective date of this Agreement, and who work an average of thirty (30) hours a week for a period of twelve (12) months, shall be converted to part-time status.
- 3.2. Flexible employees who are hired on or after the effective date of this Agreement, and who work an average of thirty-five (35) or more hours a week for a period of twelve (12) months, shall be converted to full-time status.
- 3.3. When employees are deemed full-time based upon this provision, vacancy postings shall not be required. Periods where flexible employees are furloughed will not be used to calculate average time in determining eligibility for conversion to part-time status. In those cases, where a flexible employee works a normal schedule in which one of the scheduled days is a holiday as defined in Article 14, Section 1.5.b, the holiday will not be used to calculate averages. An exception to this case is when the normal schedule is adjusted with additional hours scheduled as a result of the holiday.
- 3.4. Part-time employees who fall below an average of twenty (20) hours per week for three (3) consecutive pay periods will be eligible for conversion back to flexible status.
- 3.5. Full-time employees who fall below an average of thirty-five (35) to forty (40) hours per week for three (3) consecutive pay periods will be eligible for conversion back to part-time status.
- 3.6. If converted, employees will retain existing annual and sick leave and will use leave in the same status as Regular Full-time/Part-time employees.

ARTICLE 16: LEAVE AND ABSENTEEISM

SECTION 1: LEAVE ENTITLEMENT

- 1.1. Employees shall be entitled to accrue and use leave in accordance with government rules and regulations and this Agreement. Use of leave is a right of the employee subject to meeting the applicable workload and eligibility requirements.
- 1.2. The leave year begins with the first day of the first complete pay period in a calendar year and ends with the day immediately before the first day of the first full pay period in the following calendar year.
- 1.3. Employees shall request in advance approval of all planned leave. Leave requests, and approval or denial, will be made in writing on Form NAF-71. The leave approving official will respond to leave requests in a timely manner.

SECTION 2: ANNUAL LEAVE

- 2.1. Use of accrued annual leave is a right of the employee subject to the right of the Employer to approve the time at which leave may be taken.
- 2.2. Consistent with the needs of the Employer, employees may be granted leave for vacation purposes, and other personal and emergency reasons. The Union recognizes that employees have the responsibility to cooperate with management in the scheduling of vacation periods and requesting leave during excessive accumulations of leave, which might lead to forfeiture. The scheduling of annual leave will be accomplished in the following manner:
 - a. An employee will request annual leave for specific dates. Supervisors will approve or deny leave requests based upon workload requirements, and if there is a conflict with other employees' requests, seniority based on service computation date. If a supervisor does not approve requested leave, they must indicate the reason for disapproval.
 - b. In order to accommodate requests for leave, the Employer will post a notice by 1 April of each year, asking for submission of annual leave requests.
 - c. The Union recognizes that during specific times of the year NAF activities are either closed or in a reduced operating schedule. During those times employees must be in a paid status in order to be paid for approved holidays.

SECTION 3: The Employer understands the need to minimize disruption of approved annual leave. In the rare event that operational necessity requires changes in leave schedules to accomplish mission objectives, management may cancel or postpone approved leave. In such cases the Employer agrees to notify the employee as soon as possible.

SECTION 4: Employees and their supervisors are mutually responsible for planning and scheduling employees' annual leave throughout the leave year. Annual leave may be used for situations such as planned vacations, personal business not of an emergency nature and emergencies. Employees should request annual leave in a timely manner and supervisors should provide timely responses to employee requests. Annual leave should be authorized by the supervisor unless workload exigencies do not allow. If the request is disapproved, leave will be scheduled at another mutually agreed time. In cases, other than emergencies, requests should normally be made at least 72 hours in advance of the date on which leave is to be taken.

SECTION 5: ANNUAL LEAVE EMPLOYER NOTIFICATION

- 5.1. Approval or disapproval of annual leave for emergency reasons shall be considered on an individual case basis. It is the responsibility of the employee to ensure that their direct supervisor or the Employer's designated alternate point of contact is notified if the employee is prevented from reporting to work because of an emergency.
 - a. Such requests for emergency leave shall indicate the amount of leave requested and shall be made as soon as possible after the employee learns of the emergency, preferably before the start of the shift, but not later than two (2) hours after the start of the employee's regular shift on the first working day of absence.
 - b. An employee who does not comply with this Section will be carried as AWOL until a determination is made of the appropriate leave charge.

SECTION 6: Consistent with law, regulation and operational requirements, a liberal leave policy may be followed regarding religious holidays.

SECTION 7: SHUTDOWN PERIODS

- 7.1. If the Employer curtails operations for a period of less than thirty (30) calendar days, but it is determined by the Employer, that work in some departments may nevertheless be performed during such period of curtailed operations, the Employer shall have the right to select employees it deems qualified to perform available work. This provision, however, shall not constitute a guarantee that employees will be assigned any work at all during periods of curtailed operations. Decisions regarding available work and which employees are qualified to perform such work during the shutdown period shall not be subject to the grievance procedure, with the exception of violations of the requirements prescribed in Sections 7.2 and 7.3, below.
- 7.2. In advance of shutdown periods, the Employer and the Union will meet to prepare and distribute a jointly agreed-upon survey to bargaining unit employees to establish which employees, if any, are interested in working during a shutdown period. The Employer shall survey each department to determine if there is anticipated work to be performed during a shutdown period. Upon receipt of the surveys and until the day preceding the commencement of a shutdown period, the Employer and the Union will regularly meet for the purpose of matching available employees with anticipated available work.

- 7.3. The Employer agrees that to the greatest extent possible, assignment of available work during the shutdown period will be made to bargaining unit employees. The Employer will give full and fair consideration to assigning work to bargaining unit employees who indicate a willingness to perform such work. Seniority will be used to make appropriate assignments for bargaining unit employees. Flex employees will be given the lowest priority in these assignments, below part-time and full-time employees, and will only be considered for work assignments if all qualified full-time and part-time employees expressing an interest in working during a shutdown period have been assigned to available work.

SECTION 8: SICK LEAVE

- 8.1. Sick leave is an employee benefit and earned in accordance with applicable laws and regulations. The Union and the Employer recognize the value of sick leave and agree to encourage employees to conserve sick leave so it will be available in case of extended illness.
- 8.2. Sick leave will be accrued by regular full-time and part-time employees, and granted in accordance with the following provisions:
- a. To receive medical, dental or optical examination or treatment;
 - b. Incapacitation for the performance of duties by sickness, injury or pregnancy and confinement;
 - c. Would jeopardize the health of others;
 - d. Employee needs to be present to provide care for a sick family member with a serious or communicable disease.
 - e. Relating to 5 C.F.R. Section 630.1201-1211 of "The Family and Medical Leave Act" (FMLA).

SECTION 9: When all accrued sick leave is exhausted, annual leave may be used. Employees are also eligible to participate in the Leave-Donor Program. If circumstances are such that all leave has been exhausted, employees may request to be placed in a "leave without pay (LWOP)" status. Such requests will be approved by the Employer on a case-by-case basis.

SECTION 10: MEDICAL CERTIFICATION REQUIREMENTS

- 10.1. Employees shall not be required to furnish a medical certificate to substantiate requests for approval of sick leave, unless such leave exceeds three (3) working days continuous duration, except in those cases where the Employer has given official written notice (Letter of Requirement) to an employee for abusing sick leave privileges. In those exceptions, a medical certificate will be required for each absence for which sick

leave has been requested. A medical certificate must contain the following information:

- a. The signature of a registered physician or other practitioner
- b. The dates of incapacitation
- c. Legible physician's name and address

10.2. A Letter of Requirement may be reviewed at its midpoint upon an employee's request. No letter of requirement will be more than one (1) year in duration.

10.3. An employee with a chronic medical condition that does not require medical treatment but does result in periodic absences from work for three (3) consecutive days or more will not be required to furnish a medical certificate on a continuing basis if the employee:

- a. Is not on leave restriction,
- b. Provides, if requested, an updated valid medical certificate(s) every six (6) months which clearly states the continuing need for periodic absences.

SECTION 11: SICK LEAVE EMPLOYER NOTIFICATION

11.1. It is the responsibility of an employee, to ensure their supervisor or the Employer's designated alternate point of contact is notified if they are prevented from reporting to work because of incapacitating illness or injury. Such requests for sick leave shall require an estimate of the duration of the leave requested and shall be made as soon as possible after the employee is aware of their incapacity to work, preferably before the start of the shift, but normally not later than two (2) hours after the start of the employee's regular shift on the first working day of absence.

11.2. An employee who does not comply with this Section will be carried as AWOL until a determination is made of the appropriate leave charge.

SECTION 12: Employees with medical certification for a specific time under physician's care will provide a copy to their supervisor and shall not be required to call in sick on a daily basis for the period of time specified on the certification.

SECTION 13: Employees who, because of illness, are released from duty shall not be required to furnish a medical certificate to substantiate sick leave for the day released from duty. Subsequent days of absence shall be subject to the provisions of this Article and applicable regulations.

SECTION 14: Bereavement leave may be approved for regular employees, not to exceed three (3) workdays, for death in the immediate family including spouse, parent, child, adopted child, brother, sister, parent of spouse, grandparents (in loco parentis) or other close relative who is part of an employee's immediate household.

SECTION 15: Employees may be authorized time off with pay for up to two (2) hours for Command-endorsed blood donations. If an employee experiences delays in donating blood, up to an additional two (2) hours may be authorized for this purpose.

SECTION 16: The Employer agrees that when the voting polls are not open at least two (2) hours either before or after an employee's regular hours of work, employees will be granted an amount of excused leave to vote which will permit them to report to work up to two (2) hours after the polls open or leave work up to two (2) hours before the polls close, whichever requires the lesser amount of time.

SECTION 17: COURT LEAVE

17.1. In accordance with laws and regulations, full time and part-time regular employees are entitled to Court Leave, which is appropriate for:

- a. Jury duty.
- b. When summoned to court to serve in an unofficial capacity as a witness on behalf of the US Government or the government of the District of Columbia; or for a private party when the US Government, the government of the District of Columbia or a State or local government is either the plaintiff or the defendant.

17.2. Court Leave will not be granted to an employee who appears in court as either a plaintiff or a defendant on their own behalf, or only involves private parties. Employees should present the court order, subpoena, or summons to their supervisor when requesting Court Leave.

17.3. Upon return to duty, the employee must submit written proof of attendance from the court to their supervisor. The proof of attendance should show the dates (and hours if less than a full day) served. No compensation is received for serving on jury duty in a Federal court; however, employees may keep expense money received for mileage, parking or required overnight stay.

SECTION 18: LEAVE WITHOUT PAY (LWOP)

18.1. Eligible employees may be granted leave without pay in accordance with applicable laws and regulations whenever, in the judgment of the Employer, such leave is justified and warranted and workload or other considerations permit. A period of leave without pay shall generally not exceed one (1) year.

18.2. LWOP is not a right that accrues to an employee; it is granted at the discretion of the Employer, except in the following cases:

- a. When a disabled veteran requests LWOP for medical treatment,
- b. When requested by reservist or National Guard member for military duties;

employees may request such leave after their military leave is exhausted,

- c. When requested by an employee who has suffered an incapacitating job related injury or illness and is awaiting adjudication of a claim,
- d. When an employee makes a request under FMLA and meets the criteria.

SECTION 19: Employee representatives elected or appointed to a Union office or as a delegate to any Union activity, may apply for periods of annual leave or leave without pay as necessary to accept temporary Union positions or attend Union activities. Such requests will be submitted thirty (30) days in advance. Leave may be granted for this purpose and such requests will be given consideration.

SECTION 20: An employee who is returned to duty at the expiration of an approved leave without pay will normally be returned to the position they left at the rate of pay to which they are entitled by applicable laws and regulations.

SECTION 21: Maternity, Paternity and Adoption. The Employer will be liberal when granting leave for maternity, paternity and adoption reasons. When incapacitation related to pregnancy and medical authority has properly established confinement, the eligible employee is required to timely advise their supervisor. The eligible employee should make known the intent to request leave including the type of leave, approximate dates, anticipated duration and the intent or plan to return to work. This will allow the Employer to prepare for any staffing adjustments necessary to compensate for the anticipated absence.

SECTION 22: MILITARY LEAVE

22.1. Temporary Active Duty for Eligible Employees.

- a. Employees who are members of a National Guard or Reserve Unit may be granted up to fifteen (15) days per fiscal year to engage active duty, active duty training or inactive duty training, funeral honors duty (as described in 12503 of Section Title 10 and Section 115 of Title 32), or engaging in field or coast defense training under Section 502-.505 of Title 32 as a Reserve of the armed forces or member of the National Guard, pursuant to applicable law.

22.2. Temporary Active Duty for Eligible Employees.

- a. For eligible civilian employees, the rate at which leave accrues and is paid will be prorated based on the average number of hours the employee works in the week. Otherwise, the same rules apply as for eligible employees.

22.3. Call-up for Law Enforcement.

- a. Eligible civilian employees, who are called to active duty for the purpose of providing military aid to enforce the law, may be granted additional military leave not to exceed twenty-two (22) workdays in a calendar year. These employees will be granted leave

upon presentation of competent orders. Compensation, other than a travel, transportation, or per diem allowance, received by an employee for such military services, will be credited against the pay for an employee with respect to their NABSD position for such period of military service. Military leave is to be granted only for workdays; the NABSD civilian pay of the employee will be reduced only by the amount received for military service performed on a workday. The NABSD civilian pay will not be reduced by any amount an individual may receive for days that are not workdays.

22.4. Other Reserve Military Duties. Leave without pay may be granted to eligible employees for the following other types of military services:

- a. Summer training as members of Reserve Officers Training Corps;
- b. Coast Guard Reserve Training;
- c. Participation in parades by members of the State National Guard. (However, members of the National Guard in the District of Columbia are entitled to military leave with pay for participation in parades);
- d. Training with a State Guard or other State military organization; and
- e. Civil Air Patrol Duty.

SECTION 23: Employees must report to work on time. Brief absences from duty or tardiness during the workday may be authorized when justified by the circumstances. If authorized by the Employer, the absence may be charged to annual leave upon submission of a leave request by the employee, or administrative leave. Absences without leave (non-pay) may be charged for unexcused leave, including tardiness, and may be cause for disciplinary action, up to and including termination.

SECTION 24: The Employer in cooperation with the Union agrees to continue support of the Leave Donation Program and to advertise this program to employees from time to time.

SECTION 25: The parties recognize that the Employer must maintain certain operations during instances of inclement weather and certain employees will be required to remain on duty when the Activity curtails or shuts down Academy operations. In those instances, where USNA is closed or operations are curtailed due to inclement weather or other reasons beyond the Employer's control, the Employer will release employees not required to maintain operations on the basis of considerations of safety and family requirements. Employees released under these conditions will be placed on administrative leave. Where the opening of USNA is delayed due to inclement weather or other reasons beyond the Employer's control, thus resulting in employees being afforded unscheduled leave, employees are expected to report to work at the employee's delayed opening time, unless approved by their supervisor. Employees will only receive the administrative leave if they report to work.

ARTICLE 17: POSITION CLASSIFICATION AND APPEALS

SECTION 1: CLASSIFICATION OF POSITIONS

- 1.1. The Parties agree that position descriptions will accurately reflect the duties and responsibilities performed by bargaining unit employees, and the degree of supervision related to their positions, although temporary variations from the official position description may occur.
- 1.2. Employees will be normally assigned to duties according to their grade/classification level, title, and series code. The Employer may exercise flexibility in assignment of duties to ensure necessary workload requirements are met. Assignment of temporary duties other than those specified in the job description must be reasonably related to the employee's position and qualifications.

SECTION 2: EQUAL PAY

- 2.1. The Parties agree that the principle of equal pay for substantially equal work will be applied to all position classification actions in accordance with law and regulations.

SECTION 3: POSITION DESCRIPTIONS

- 3.1. The Employer will maintain a complete and current file of position descriptions of all classified positions in the bargaining unit and will provide each employee with a copy of their position description upon hire, revision or request. The supervisor will certify annually on or about the time performance evaluations and plans are issued that the position description completely and accurately describes the duties and responsibilities of the position.
- 3.2. The phrase 'other duties as assigned' and other similar phrases should not be used for regular and recurring assignments. This provision shall not affect a supervisor's right to assign work.
- 3.3. When an employee believes that there is a question concerning the proper classification of their position, the employee will discuss these concerns with their supervisor. If the supervisor cannot resolve the employee's concerns, the employee may request to confer with the Principal Classifier.
- 3.4. Should an employee request a desk audit such audit will normally take place within sixty (60) days. If such audit is conducted, the employee will be afforded an opportunity to discuss the results and analysis of the audit with their supervisor and, if necessary, the Principal Classifier.
- 3.5. The employee may be represented by a Union representative.
- 3.6. When an employee wishes to appeal a classification, NAF Human Resources Management shall provide information on the right to submit an appeal as outlined in either the applicable

agency regulation for Craft and Trade employees or a grievance, whichever is applicable. The employee may be represented or assisted by a Union representative in discussing the matter with the Employer, in reviewing and reading job descriptions that pertain to the position, and in pursuing redress appropriate to their category of compensation.

- a. An appeal may be filed at any time except when a downgrading or other job action, which results in a loss of pay or reduction in grade, is involved. The employee must timely file the grievance under the negotiated grievance procedure after the effective date of the downgrade or other job action. In such cases, the employee is entitled to retroactive correction if the grievance is granted. The time limit may be extended if the employee shows that they were not notified of the time limit, were not otherwise aware of it, or were prevented from filing the appeal by circumstances beyond their control, or by mutual agreement of the Parties.

3.7. The Employer shall not reassign duties and responsibilities for the sole purpose of avoiding a reclassification during a classification appeal.

3.8. The Employer will notify the Union of:

- a. Any changes in the titles, series or grade of encumbered positions resulting from the application of changes in classification standards,
- b. Any changes in the duties and responsibilities of unit employees as it pertains to position classification resulting from reorganization, and
- c. Upon the Union's request, will bargain as appropriate over the changes in accordance with Article 8, pursuant to 5 U.S.C. 71.

SECTION 4: EFFECTIVE DATE

4.1. Changes in grade level based on reclassification will be effective on the first pay period following final approval of the action.

ARTICLE 18: TIMELY AND PROPER COMPENSATION

SECTION 1: Bargaining unit employees are entitled to timely receipt of all wages earned for the applicable pay period. All employees' pay will be electronically transferred into the individual employee's account. Employees are responsible for reviewing their Leave and Earnings statements and notifying their supervisor of any unexplained changes.

SECTION 2: Bargaining unit employees are responsible for arranging the timely repayment of any over payments. When an over payment occurs, the Employer will advise bargaining unit employees of the procedures and provide the necessary forms for filing a waiver.

SECTION 3: An emergency employee payment for wages (excluding overtime) should be issued no later than twenty four (24) hours following notification of the supervisor. The Parties agree that when a discrepancy is observed on a Friday, this must be reported as early as possible by the employee with the understanding that corrections cannot be effected over the weekend.

ARTICLE 19: PAY AND BENEFITS

SECTION 1: Bargaining unit employees are paid in accordance with applicable laws, rules, regulations and this Agreement.

SECTION 2: The minimum wage provisions of the Fair Labor Standards Act, as amended apply to all employees. The minimum rate to be paid to an employee shall be no less than the applicable Federal, State, or municipal minimum wage rate, whichever is higher.

2.1. Premium pay for Sunday work performed by Craft and Trade employees is in addition to premium pay for holiday work, overtime pay, and night shift differential, but is not included in the rate of basic pay.

SECTION 3: The effective date of any pay adjustment resulting from a wage survey will be the earliest possible date.

SECTION 4: Naval Academy Club gratuities will be disbursed in accordance with current practice, policy and procedures.

SECTION 5: Employees in the unit shall not be required to perform any work or duty before or after their scheduled work hours without compensation for such work or duty. It is further understood that if an employee is directed by the Employer to report to a designated location at a specific time prior to, or subsequent to, the assigned tour of duty, the employee shall be compensated for work performed.

SECTION 6: During their normal duty hours, bargaining unit food service employees that are entitled to meal periods will be allowed to consume, free of charge, specific food items, excluding alcoholic beverages.

SECTION 7: Wage Administration- Pay Band Increase - Employees under the Pay Band system will receive consideration for pay increases at least annually based on their performance evaluation. These increases are granted based on work performance and merit. A Highly Satisfactory rating or Outstanding rating may result in a pay increase.

SECTION 8: CRAFT AND TRADE

8.1. Craft and Trade positions pay (including step increases) shall be administered in accordance with applicable laws, rules, regulations and this Agreement.

8.2. Craft and Trade employees will receive consideration for a cash award based on their performance evaluation. These awards are granted based on work performance and merit. A Highly Satisfactory rating or Outstanding rating may result in a cash award.

SECTION 9: LONGEVITY INCREASE

- 9.1. NF pay-banded employees (Levels 1, 2 and 3) who receive an overall rating of satisfactory, or higher, are eligible to receive a longevity increase not to exceed three percent (3%) annually. If such increase is to be given, which is within the Employer's sole discretion, such increase will be no less than the average of the annual adjustment to pay bands NF-1, NF-2 and the beginning of NF-3.
- 9.2. Full-time and part-time NF pay-banded employees will be eligible for a longevity increase effective on their first anniversary date. Flex NF employees will be eligible for a longevity increase after one full year and upon achieving 1,040 hours of service to the organization within that year. Longevity increases for eligible pay-banded NF employees are scheduled as follows:
 - a. Every year for the first four (4) years;
 - b. The next three (3) longevity increases will be spaced every other year;
 - c. and thereafter, the eligible employee will receive a longevity pay increase every three (3) years.
- 9.3. Longevity increases will not be used to exceed the maximum pay authorized per each pay band.

ARTICLE 20: ENVIRONMENTAL DIFFERENTIAL PAY

SECTION 1: COVERAGE CHANGES

- 1.1. When the Union and/or employee considers that a local work situation warrants coverage under payable categories as provided in applicable regulations, they will notify the Employer of the job title, location, and nature of the hazard to justify payment of environmental differential.

SECTION 2: EMPLOYER RESPONSIBILITY

- 2.1. Environmental differential will be paid to employees under applicable laws, rules, and regulations for exposure to various degrees of hazards, physical hardships, and working conditions as specified in 5 C.F.R. 532 and Subpart E, Appendix A of 5 C.F.R. 532 and this Agreement.

SECTION 3: LOCAL WORK SITUATION

- 3.1. When the Employer considers or proposes that a local work situation is such that it should be included or excluded from coverage under payable categories, the Union will be notified of the job title, location, and nature of the hazard to justify or deny payment of environmental differential.

SECTION 4: ADDITIONAL PERCENTAGE OR CATEGORY DETERMINATION

- 4.1. When the Union or the Employer believes there is a need to establish additional percentages or categories for which environmental differential should be paid, it will notify the other Party.

SECTION 5: HIGHEST DIFFERENTIAL

- 5.1. An employee subjected at the same time to more than one hazard, physical hardship, or working condition shall be paid for that exposure which results in the highest differential but shall not be paid for more than one differential for the same hours of work.

SECTION 6: CONSISTENCY OF PAYMENT

- 6.1. The Employer agrees any employee with assigned duties in a hazard area will be paid at the same environmental differential rate as other employees exposed to the same hazard.

SECTION 7: PREMIUM BASED ON ACTUAL TIME OF EXPOSURE

- 7.1. Environmental pay circumstances that have been recognized for premium pay based upon actual time of exposure include high work, dirty work, hot work, cold work, welding preheated metals, un-shored work, high voltage electrical energy, fibrous glass work, welding cutting or burning in confined spaces.

SECTION 8: PREMIUM BASED UPON HOURS IN PAY STATUS

- 8.1. Environmental pay circumstances are recognized for premium based upon hours of pay status: explosive and incendiary materials, poisons (toxic chemicals), work in fuel storage tanks, asbestos. Hours in pay status include work hours and paid leave in a calendar day.

SECTION 9: DEFINITION OF THE TERM "PRACTICALLY ELIMINATED"

- 9.1. "Practically eliminated" means the risk has been reduced to a less than significant level and within allowable limits of exposure.

ARTICLE 21: WAGE SURVEY

SECTION 1: The Union has the right to participate in local wage surveys as provided for by the Office of Personnel Management (OPM) and Department of Defense (DOD) regulations for conducting Federal Wage System Surveys for Non-appropriated Fund Employees.

SECTION 2: The Union may present recommendations for consideration by the local Wage Survey Committee concerning the areas, industries, establishments, and jobs to be covered in the wage surveys for Craft and Trade.

SECTION 3: Wage survey teams will collect survey data for employees covered by this agreement. Data collected will be presented to the local wage survey committee.

SECTION 4: Official time shall be granted to Union representatives, designated by the Union, to participate as data collectors in a wage survey and for time spent collecting and reporting data. Additionally, official time shall be granted for other activities such as hearings. This time is in addition to and apart from other categories of official time.

ARTICLE 22: PERFORMANCE APPRAISAL

SECTION 1: The performance appraisal system is designed to be a commitment between the employee and the supervisor. Detailed procedures concerning the administration of the performance appraisal system are in the applicable CNIC regulations and are incorporated into this Agreement. The performance appraisal system will be administered in a fair, objective, and job-related manner. Evaluation of employees' performance, including quantity, quality and timeliness of work, is an ongoing process intended to allow employees to understand what is expected of them in order to retain their positions, gain pay increases, and to perform to the best of their abilities. An employee's performance will be rated annually, January – December.

SECTION 2: At the beginning of the annual performance cycle there will be a personal meeting between the employee and the supervisor to evaluate the employee's performance for official rating purposes and to establish performance requirements for the coming rating period. At that meeting and consistent with the duties of the employee, the supervisor and the employee will discuss:

- 2.1. The employee's summary rating based on established performance requirements;
- 2.2. The employee's performance requirements for the coming annual performance cycle;
- 2.3. The supervisor's expectations as related to awards for highly satisfactory and outstanding performance; and
- 2.4. The supervisor's recommendations to enhance the employee's contribution to the Employer's mission.

SECTION 3: A mid-year progress review between the supervisor and the employee will be held to review the employee's performance to date.

SECTION 4: At the end of the rating period, normally one-year, a performance rating will be prepared and discussed with the employee according to this agreement. The rating will be finalized as soon as possible and in any event no more than forty-five (45) days after the end of the rating period. A supervisor's failure to timely provide an annual performance evaluation will not penalize the employee with regard to pay, retention, or benefits. The employee's signature on the rating does not signify agreement with the rating, and an employee's refusal to sign a rating will not be considered improper conduct.

SECTION 5: In the absence of evidence to the contrary such as discussions with the employee or documented counseling, an employee is presumed to be performing at an acceptable level. Supervisors are encouraged to promptly inform employees when they have performed particularly well or poorly. This feedback contributes to meaningful mid-year reviews and annual performance evaluations.

SECTION 6: When, despite counseling and other assistance, an employee who has completed their probationary period is determined to be performing at an unsatisfactory level of

performance, a written Letter of Caution will be issued. The purpose of the Letter is to assist the employee in bringing performance to an acceptable level. The letter will specifically identify those areas where performance is not acceptable and what the employee must do in order to bring performance up to an acceptable level.

6.1 The letter will specify the period of time in which the employee may demonstrate acceptable performance, which is normally not less than forty-five (45) calendar days. At the end of any such trial period, the employee shall be advised, in writing, as to whether his performance has improved to an acceptable level or whether other action is warranted. That notice will be provided to the employee within seven (7) work days of the end of any trial period.

6.2 The Employer shall first consider reassignment, and if that is not possible demote or remove employees who have been deemed “unsatisfactory” following the remedial period provided herein. If the employee is not reassigned, reasons will be provided in writing, upon request.

SECTION 7: If the Employer determines it is necessary to effect an action against an employee as a result of continued unacceptable performance, the employee, as provided in this Agreement, may grieve that action.

ARTICLE 23: AWARDS AND RECOGNITION PROGRAM

SECTION 1: BACKGROUND

- 1.1. The Employer will administer a fair and equitable Incentive Awards and Recognition Program, based on merit and consistent with its budget and in accordance with CNIC regulations and this Agreement. Employee recognition is based on achievement and acknowledges the individual and collaborative accomplishments of employees to promote success of the mission, goals and objectives.
- 1.2 Strong emphasis is placed on recognition of efforts to improve service to the public. The program recognizes the accomplishments of employees both as individuals and as members of groups or teams. Those who contribute to the success of their work unit, and thus, the Agency, deserve recognition of their accomplishments. Recognition of group accomplishments also promotes and acknowledges the value we place on working together.

SECTION 2: FORMS OF RECOGNITION

- 2.1. The Awards Program provides for the following forms of recognition:
 - a. Performance Merit Increase – an increase in rate of pay for pay band employees based on employee’s annual performance appraisal.
 - b. Cash Bonus – a cash award given based on an employee’s annual performance appraisal or any other time warranted.
 - c. Cash Awards (Individual and Group) – cash award based on performance tied to a specific event or accomplishment.
 - d. On the Spot Cash Award – a cash award given to immediately acknowledge a specific service or act.
 - e. Time-off Award – time away from work without charge to annual leave to recognize a specific service or act.
 - f. Honorary Award (e.g. Length of Service, Employee of the Quarter).

SECTION 3: ELIGIBILITY

- 3.1. Employees are eligible for performance merit increases and cash bonuses if they have achieved an overall annual performance appraisal rating of highly satisfactory or outstanding. Normally, employees are eligible for other awards if they have achieved an overall annual performance appraisal rating of satisfactory, or higher.
- 3.2. The relative significance and impact of employees’ contributions will be considered in determining which type of award(s) would constitute appropriate recognition, and the amount of money to be awarded. Funding availability must also be considered in the

granting of monetary awards.

SECTION 4: AWARDS COMMITTEE NOMINATIONS

- 4.1. The Union may nominate a member who will be a participant in any Awards Committee established for the purpose of deciding awards under any established program described in Section 1 of the Article. That member may not participate on the Committee in any deliberations related to awards applicable to themselves and will not vote on Employee of the Quarter Awards.

ARTICLE 24: MERIT PROMOTION

SECTION 1: The Employer is committed to ensuring that the recruitment, selection, placement and promotion of bargaining unit employees comply with fair employment practices and equal opportunity for applicants and employees.

SECTION 2: In order to ensure continuing employment, employee development and optimum utilization of employee skills, the Employer and Union agree it is in their mutual interest to promote from within. The minimum area of consideration for merit promotion will be the Employer. However, the Employer retains the right to extend the area of consideration in accordance with applicable laws, rules, regulations and this Agreement.

SECTION 3: Movement within pay-band classification levels will be noncompetitive. Promotion between classification levels will be competitive and will require the use of merit promotion procedures.

SECTION 4: An employee demoted involuntarily without personal cause will receive special consideration for promotion. Ordinarily, such an employee will be promoted when a vacancy occurs at their former grade or classification level (or any intervening grade or classification level), for which they have demonstrated that they are well qualified, unless there are persuasive reasons for not doing so. If not promoted, such an employee will be provided reasons in writing.

4.1. Special consideration for promotion will precede efforts to fill that vacancy by other means, unless another employee has a statutory or regulatory right to be placed in or considered for the position. Once the reasons for the employee's non-selection are placed in writing, the decision shall be deemed subject only to a grievance protesting the non-selection based upon a claim that the selection is illegal, arbitrary, or discriminatory.

SECTION 5: The Employer agrees to provide the Union copies of all NABSD Vacancy Announcements upon request. Vacancy Announcements for bargaining unit positions to which a current employee may be promoted shall be publicized on bulletin boards and will normally remain open for not less than ten (10) working days, with the understanding that certain positions may have greater operational urgency and be posted for not less than five (5) working days. Employees, who are absent during the time the Vacancy Announcements are posted and have not submitted an application during or prior to the posting, are entitled to consideration if an application is submitted prior to the position being filled.

SECTION 6: Qualifications for any position will be based on legitimate job related factors and will not be written to eliminate any employee or group of employees.

SECTION 7: All applications from employees of NABSD will be considered prior to applications from outside NABSD, whenever the Employer extends the minimum area of consideration.

SECTION 8: When a selection is made for any bargaining unit positions, the Employer, upon request, agrees to provide the Union access to all records utilized in the selection process which

are not restricted by law.

SECTION 9: If a selection board or panel is to be utilized by a Selecting Official for positions affecting bargaining unit employees, all members of that board or panel will be knowledgeable of the skills required for the vacant position.

SECTION 10: Upon request, non-selected applicants who qualified for final consideration will be advised by the Employer in writing of the reason(s) they were not selected (in addition to 'best qualified candidate being selected'), within fifteen (15) work days of the request.

SECTION 11: An applicant may request a review of the screening process alleging their application was not given appropriate consideration during the process. Any such request must be filed prior to a selection being announced. Applicants are responsible for contacting NAF Human Resources Management in time to inquire about their status in the screening process, normally within two (2) weeks of the closing date of the vacancy announcement. Such employees will be advised about their status if a determination has been made, and if desired, may file a timely grievance concerning such decision.

ARTICLE 25: DETAILS, REASSIGNMENTS, TEMPORARY PROMOTIONS AND VOLUNTARY CHANGES

SECTION 1: DETAILS

- 1.1. Details are intended to meet temporary needs of the Employer. A detail is a temporary assignment of an employee to a different position or an unclassified statement of duties for a specified period, with the employee returning to their regular duties at the end of the detail.

SECTION 2: DOCUMENTATION

- 2.1. Details of more than thirty (30) days will be documented by a Request for Personnel Action (SF-52) that will be maintained as a permanent record in the Employee's Official Personnel File (OPF). A copy of the documentation shall be timely provided to the employee.
- 2.2. Any employee detailed to a classified position shall be given a position description. Any employee detailed to an unclassified position will be given a written statement of duties.

SECTION 3: HIGHER-GRADED DUTIES

- 3.1. Employees may be detailed to higher-graded positions or positions with known promotion potential which require competition. Details will be filled on a fair and equitable basis.

SECTION 4: FILLING NONCOMPETITIVE DETAILS

- 4.1. Noncompetitive Details in Excess of Thirty (30) Calendar Days. The following shall apply when offering noncompetitive details in excess of thirty (30) calendar days to both classified and unclassified positions.
 - a. The Employer will list the qualifications and performance attributes (e.g. knowledge, skills and abilities) it determines to be necessary to perform the detail. They will be objective and job-related.
 - b. The Employer will canvass employees to determine if anyone wishes to be detailed and possesses the required qualifications. If the same number of qualified volunteers as vacancies exists, then they shall be selected.
 - c. If more qualified employees volunteer than vacancies exist, the Employer will select the best qualified.
 - d. If no qualified employees volunteer, the Employer will select a qualified employee, or consider other options.

- e. If there are fewer qualified volunteers than vacancies, then the qualified volunteers will be selected. The Employer will select additional qualified employees or consider other options.
- f. The universe of employees to be canvassed will be within the business unit, or a component thereof.

4.2. **Exceptions.** The procedures in Section 4.1 of this article shall apply, except in the following circumstances:

- a. When the Employer can demonstrate that the position to which an employee must be detailed requires skills and abilities that are not possessed by any other qualified employee.
- b. When the Employer must make a detail to respond to an unusual, sudden, and unforeseen situation of an urgent nature. However, after the initial detail, the Employer will fill the detail under the provisions of Section 4.1.
- c. When a medical or operational emergency requires or precludes the detail of a particular employee.
- d. When the Employer makes a detail to accommodate a substantiated medical or health problem.

SECTION 5: LOWER-GRADED DUTIES

5.1. Details to a lower-graded position will not adversely affect the employee's rate of pay or ability to bid on any job for which they would have been eligible had they not been detailed to the lower-level job.

SECTION 6: REASSIGNMENTS

- 6.1. When an employee is noncompetitively reassigned to a different position, the employee will be provided a copy of the position description and given a reasonable period in which to become proficient. If they cannot attain satisfactory performance, consideration will be given to reassign the employee back to the previous position or a new position at the same grade level.
- 6.2. The Employer will notify the employee of a new assignment at least one (1) calendar week in advance of the reassignment. If one (1) calendar week advance notice is not possible for good and sufficient reason, the employee will be notified as soon in advance as it is possible. Employees who feel a hardship will be caused by the reassignment may request and be granted a prompt meeting with the supervisor who will give fair consideration to the employee's concern. Subject to this agreement, the supervisor retains the nonnegotiable right, however, to make all reassignments and to establish the date of reassignment.

- 6.3. The Employer agrees to maximize the use of employee skills and interests consistent with good business practices and operational requirements. Requests for reassignments for personal reasons such as hardship and/or a job related situation will be considered promptly and fairly by the Employer.

SECTION 7: TEMPORARY PROMOTIONS

- 7.1. A temporary promotion is an assignment of a qualified employee to carry out a higher level position or a higher set of duties for at least thirty (30) calendar days.
- a. Craft and Trade employees detailed to a position of higher grade will serve without increased compensation for the first pay period. Compensation for the higher grade will commence on the first day of the second pay period.
 - b. Temporary assignments to a higher pay-band for employees will be by a temporary promotion. The temporary promotion will be documented for inclusion in the employee's Official Personnel File. Compensation for the temporary promotion will commence on the first day of the first full pay period following the action.
 - c. The Union will be notified of details involving three (3) or more employees of thirty (30) days or more resulting from reorganization, prior to the effective date of the details.

SECTION 8: VOLUNTARY DEMOTION/DOWNGRADES

- 8.1. Prior to acting on an employee's request for a voluntary reduction in grade, the Employer will assure that:
- a. The employee has been fully informed of the effects of such an action.
 - b. The employee has been given an explanation of all other alternatives relevant to the particular case.

SECTION 9: UNION OFFICIALS

- 9.1. The Employer will make a reasonable effort to avoid placing Union Officials on details that would prevent them from performing their representational functions.

ARTICLE 26: TRAINING AND EMPLOYEE DEVELOPMENT

SECTION 1: GENERAL PROVISIONS

- 1.1. The Employer and the Union agree that training and development of employees is important for carrying out the mission of the Employer. The Employer is responsible for ensuring that all employees receive timely training necessary for the performance of their assigned duties.

SECTION 2: NON-DISCRIMINATION

- 2.1. The parties agree that nomination and/or selection of employees to participate in training and career development programs and courses shall be considered in a fair and equitable manner.

SECTION 3: TRAINING – JOB RELATED (TECHNICAL AND GENERAL)

- 3.1. Employees will not incur costs for Employer required training necessary for the performance of their assigned duties.
- 3.2. Employees shall receive appropriate work-related training on any new or modified process before the employee will be expected to perform any new or modified duties.
- 3.3. When training is part of a development plan, the Employer is responsible for ensuring that it is timely provided. Employees may initiate discussions regarding individual training needs. Such discussions may or may not be directly linked to an Individual Development Plan (IDP).
- 3.4. At the conclusion of formal, long-term training sessions, participants will be offered the opportunity to evaluate the training based on a survey prepared by the Employer.

SECTION 4: CAREER DEVELOPMENT

- 4.1. Career development for individual employees shall be encouraged through an Individual Development Plan (IDP).
 - a. The Employer agrees, on an annual basis, normally the first quarter of the calendar year, to provide information and assistance, if necessary, to employees for the purpose and means of establishing IDPs.
 - b. The supervisor, if requested, will assist the employee in the preparation of the IDP and will review it with the employee to assure conformance with organizational needs and individual career needs. The Employee will be notified of approval/disapproval or the need for modification.
 - c. IDP information will be available to employees in hard copy or on an Employer shared drive.

SECTION 5: TRAINING PROGRAMS

- 5.1. The Employer agrees to advise individual employees, upon request, of currently available Government sponsored training courses to provide the employee the opportunity to express timely interest. The Employer will provide information on-line and via bulletin boards concerning Employer-sponsored training and educational programs.

SECTION 6: TRAINING EXPENSES

- 6.1. When training is approved, the Employer will pay fees and other training related expenses, and may pay travel costs, subject to travel regulations and fiscal considerations. If travel funds are not authorized and the training would otherwise be approved, the employee will be notified and given the option of attending the training without travel reimbursement. Duty time will be approved for training, when it is scheduled during the employee's basic workweek, unless the training is deferred or cancelled.

SECTION 7: TUITION ASSISTANCE PROGRAM

- 7.1. The Employer agrees to maintain an Employee Tuition Assistance Program. Access to this program shall be afforded to regular full-time and part-time employees. The employees may apply for tuition assistance for courses that are related to their position. The Employer agrees to maintain a process by which employees may apply to participate in the program. The appropriate management official must approve courses for which employees intend to receive assistance in advance. The Employer will endeavor to approve requests.
- 7.2. Tuition is available up to a maximum annual assistance level of \$1000.00 per employee. The level may be increased at the discretion of the Employer. To qualify for tuition assistance the employee must complete the desired course and obtain a grade of C or above. The employee as a condition of accepting these funds agrees that if the employee should resign within twelve (12) months of having received tuition assistance, the employee shall be responsible for refunding the assistance amount to the Employer.
- 7.3. Following completion of the course of study the employee must, within thirty (30) days of having received the final grade, provide the Employer with a copy of the same and formally request reimbursement assistance. Provided the course was previously approved, the employee shall receive reimbursement, consistent with the credit hour rate and the annual maximum assistance level, within thirty (30) days of the request.

ARTICLE 27: DISCIPLINE

SECTION 1: OBJECTIVE

- 1.1. The objective of discipline is to correct and improve employee behavior and maintain discipline and morale among employees to promote efficiency of the service. Where disciplinary action is necessary, it will be administered promptly after an offense is committed or made known to the Employer, and for just cause. The Parties agree to the concept of progressive discipline. Counseling, verbal warnings, letters of caution and letters of requirement are not disciplinary in nature, and will precede discipline unless circumstances surrounding the initial misconduct warrant discipline.
- a. Counseling and warnings non-disciplinary in nature shall be conducted with privacy and in such a manner so as to avoid embarrassment of the employee.
 - b. The Employer agrees that disciplinary action will be taken in accordance with law and applicable rules and regulations and this Agreement. Penalties will be imposed with uniformity consistent with individual differences of each case. It is agreed that the Employer has the right to investigate the facts relevant to any potential disciplinary action.
 - c. Both Parties agree that Business Based Actions (BBAs) are non-disciplinary in nature.
 - d. Both Parties agree that normally the deciding official will be at a higher level of management than the proposing official.

SECTION 2: All disciplinary action letters affecting members of the bargaining unit will advise members of their grievance rights.

SECTION 3: For the purposes of this article, the word 'day' means calendar day unless otherwise specified.

SECTION 4: DISCIPLINARY ACTION

- 4.1. Disciplinary actions include, but are not limited to:
- a. Letters of reprimand;
 - b. Suspensions;
 - c. Involuntary termination or removal for cause or performance;
 - d. Involuntary demotion to a lower ranked position in a lower pay level when taken for disciplinary reasons; and
 - e. Reduction in pay based on conduct or performance.

SECTION 5: PROCESSING DISCIPLINARY ACTIONS:

- 5.1. Basic Disciplinary Actions - Reprimand: An official reprimand is a written disciplinary action which specifies the reason(s) for the action. The reprimand shall specify that the employee may be subject to more severe disciplinary action upon any further offense and that a copy of the reprimand will be made a part of the Official Personnel Folder for up to two (2) years. The letter shall also advise the employee of the right to grieve the action under the negotiated grievance procedure, and the right to Union representation.
- 5.2. Basic Disciplinary Actions - Suspensions of 30 Calendar Days or Less: For suspensions of thirty (30) calendar days or less, advance notice of ten (10) days shall be required and shall state the reasons for the action. During this notice period, the employee may submit a reply, orally or in writing, for consideration up to at least two (2) days prior to the effective date of the suspension. The letter shall also advise the employee of the right to grieve the action under the negotiated grievance procedure, and the right to Union representation. If there is a change following the reply, an amended suspension letter shall be issued.
- 5.3. Severe Disciplinary Actions: For suspensions of more than thirty (30) calendar days, demotions for cause, reductions in base pay for cause, terminations:
 - a. Advance Notice. The employee shall be given fourteen (14) calendar days advance notice of the proposed action. The notice must specify the reasons for the proposed action.
 - b. The notice shall advise the employee of the right to reply, in writing, to the proposed action within ten (10) calendar days of the proposal. The reply must be made to the deciding official or that official's designee.
 - c. The notice will specify:
 - i. How or where the employee, and/or their representative may review on a timely basis the evidence relied upon to support the reasons for the proposed action. Upon request, the employee shall be provided a copy of such documents.
 - ii. The employee is entitled to be represented.
 - iii. The employee and representative will be free from restraint, coercion, discrimination, or reprisal.
 - d. Decision: A written decision shall be delivered to the employee in advance of the effective date of the action. The decision shall state the rationale forming the basis of the decision and advise the employee of the right to appeal, including a formal hearing, and the right to representation.
 - e. Emergency Suspension: An employee may be placed on emergency suspension

without pay, in accordance with Section 5(c)(4) of this Article pending disciplinary action, when retention of the employee might result in damage to or loss of property or funds, might be injurious to the employee or others, or when there are justifiable reasons to believe that the employee may be guilty of a crime for which a prison sentence may be imposed. In such cases the employee will be provided at least twenty-four (24) hours advance notice, in a pay status, of the emergency suspension.

SECTION 6: REPRESENTATIONAL RIGHTS

- 6.1. The Employer will not deny reasonable requests for extensions of time to respond to proposals.
- 6.2. The Employer will provide the Union an annual report of all disciplinary actions within the bargaining unit.
- 6.3. The employee will be provided a reasonable amount of duty time to prepare and present a response.

ARTICLE 28: SAFETY AND EMPLOYEE WELL BEING

SECTION 1: SAFE WORK ENVIRONMENT

- 1.1. The Employer shall provide a safe work environment in accordance with Executive Order 12196 and Department of Labor (DOL) implementing regulations. The Parties agree to jointly participate in occupational safety and health programs in order to maintain safe and healthful working conditions for each employee.
- 1.2. The Employer and the Union agree to cooperate in a continuing effort to avoid and reduce the possibility of and/or eliminate accidents, injuries and health hazards.

SECTION 2: EMPLOYEE RESPONSIBILITIES

- 2.1. Employees have a responsibility to report unsafe conditions to the appropriate supervisor. The supervisor will promptly take steps to correct conditions found to be unsafe, and to refer the matter to the appropriate officials as required. Employees will report all mishaps to their supervisors at the time of the incident and complete all necessary documentation.
- 2.2. No employee will be subject to restraint, interference, coercion, discrimination or reprisal for filing a report of hazardous working conditions or for participating in other authorized activity under the occupational safety and health program.

SECTION 3: IMMINENT DANGER

- 3.1. The term "imminent danger" means conditions or practices which pose a danger that could be expected to cause death or physical harm before the danger can be eliminated through normal procedure.
- 3.2. When an employee believes they are exposed to a health or safety hazard that presents imminent danger, they shall cease the activity and notify the supervisor. First concern shall be for the safety of personnel. The supervisor shall then evaluate the situation, consulting appropriate safety personnel, if necessary, and make a decision as to whether work may proceed. Once it is determined that no danger exists or has been mitigated, work will resume.

SECTION 4: Employees will be provided necessary on-the-job training on safety, including instructions on applicable safety rules and regulations. All employees will comply with the applicable safety rules and regulations. Such training shall include instructions in the proper work methods to be used and proper use of required equipment.

SECTION 5: The Employer will furnish necessary personal protective equipment (PPE) and/or clothing to employees performing official duties that require protective measures, at no cost to employees. Equipment shall meet or exceed OSHA standards. The Employer will provide storage space for protective clothing and equipment. Employees will use and maintain all safety and protective equipment in accordance with usage instructions.

SECTION 6: EMERGENCY SITUATIONS

- 6.1. If there is an emergency situation in a workplace, the first concern is for employees. Should it become necessary to evacuate a building or work space, the Employer will take precautions to protect the safety of employees. If necessary, employees will be evacuated to a safe area until the hazards have been corrected. The designated Union representative will be notified as soon as possible regarding an emergency situation.
- 6.2. The Employer will post a notice of hazardous conditions discovered in a work site as required by applicable regulation. The notice will be posted at or near the location of the hazard and shall remain posted until an abatement plan for the cited condition has been developed and/or the condition has been corrected.
- 6.3. The Employer agrees to make a good faith effort to avoid significant construction activities during normal working hours. When the Employer determines that exposure to unsafe or unhealthy working conditions which cannot be immediately corrected may result in the likelihood of illness or injury, employees will be assigned work in a safe and healthy area as the first option. If unable to assign work as a first option, the Union will be provided notice in accordance with Article 8.

SECTION 7: The Employer recognizes that departments in which employees interact with members of the public and/or work around equipment and machinery, electronic devices may impact customer service levels and present safety hazards. Limitations regarding the use of electronic devices are intended to protect employee safety and enhance customer service and will be negotiated on a department-by-department basis in accordance with Article 8.

SECTION 8: The Employer agrees that the Union should have the opportunity to contribute to the safety program. The Union will be able to designate a Union representative to participate in the Quarterly OSH Safety Council. Union participation in additional safety forums is encouraged, and business unit level committees may be established as appropriate by the Labor Management Forum. Union designees serving on safety forum(s)/committee(s) will be provided training to discharge their roles in this capacity.

SECTION 9: SAFETY DIRECTIVES

- 9.1. Upon request, the Employer will provide the Union's Vice-President with a copy of current DOD, DON and USNA safety directives and raw data concerning mishaps and worker's compensation claims unless prohibited by law. The Employer will also provide notice of future safety directives issued by the USNA or received from DON or DOD that impact on the working conditions of bargaining unit employees to the Union.
- 9.2. The Union will notify the Employer, in writing, of the name and contact information for each of the Union's Safety representatives and of any changes that occur during the life of this Agreement.

SECTION 10: The Union will be notified of any deviations from OSHA or DON standards that would impact bargaining unit employee working conditions.

SECTION 11: SAFETY INSPECTIONS

- 11.1. "Inspection" means a survey of a workplace to detect safety and health hazards. Inspections are normally performed during regular work hours except as special circumstances may require. Inspections do not include routine day-to-day monitoring of occupational safety and health conditions.
- 11.2. The Employer will notify and invite the designated Union representative to accompany the inspector(s) on all physical inspections of employee work areas. The designated representative may also accompany officials who conduct inspections in response to a report by an employee or the Union regarding an unsafe condition. Union representatives accompanying inspector(s) will be on duty time if otherwise in a duty status.

SECTION 12: EMERGENCY CARE FOR INJURIES

- 12.1. The Employer will provide for emergency diagnosis and treatment of injuries or illnesses of employees that occur during working hours. If emergency treatment facilities are not available at the activity, the activity will arrange for transportation to an appropriate medical facility.
- 12.2. The Employer will provide special health examinations for specific categories of employees whose work environment presents specific health hazards or required certifications. The Employer will continue to provide flu shots, when reasonably available.

SECTION 13: The Employer agrees to make reasonable efforts to maintain satisfactory sanitary break/washroom facilities.

SECTION 14: If asbestos is found to exist in buildings occupied by bargaining unit members, the designated Union representative will be notified of all subsequent inspections, testing and remediation.

SECTION 15: The Employer will provide safe, healthful indoor air quality in compliance with applicable laws and industry standards.

SECTION 16: The Installation Emergency Management Plan outlines plans, policies and procedures for emergency management to ensure protection of personnel and assets. Each business unit shall have a plan, which includes the chain of command for emergencies.

SECTION 17: The Employer agrees to maintain adequate first aid supplies at each business unit. Employees will have reasonable access to these supplies.

SECTION 18: The prevention of violence in the workplace is of mutual concern to the Employer and to the Union. The Employer will take appropriate action to ensure a safe work environment.

SECTION 19: WELLNESS INFORMATION

- 19.1. The Employer will disseminate wellness related information such as, stress, general health, nutrition, smoking cessation, weight management and fitness.
- 19.2. Workload permitting, interested employees will be afforded up to three hours duty time per week to participate in The Civilian Fitness Program, per USNA INSTRUCTION 6100. Employees will be afforded the reason for denial.

ARTICLE 29: WORKERS' INJURY COMPENSATION

SECTION 1: COUNSELING

1.1. The Employer agrees that when an employee suffers or alleges injury or illness in the performance of duties, the supervisor will advise the employee as soon as possible of their rights under the Longshore and Harbor Worker's Compensation Act, as extended. The employee will be referred to NAF Human Resources Management for additional information regarding their claim, as needed.

a. These rights include the following:

- i. The employee's right to file for compensation benefits;
- ii. The types of benefits available;
- iii. The procedure for filing claims; and
- iv. The option to use compensation benefits including sick leave, annual leave or leave without pay

SECTION 2: PROCEDURE FOR FILING CLAIMS FOR WORKERS' COMPENSATION BENEFITS

- 2.1. As soon as possible after experiencing a job related injury or illness, the employee, or the employee's representative if the employee is incapacitated, will report the injury or illness to their supervisor. In the event the immediate supervisor is not available, the injury will be reported to any manager/supervisor.
- 2.2. An injured/ill employee has the right to be seen by a physician of their choosing. Use of military medical facilities by employees is limited to emergency treatment only. The supervisor will provide the employee with a Medical Referral Form for an evaluation at Occupational Health, should the employee agree to do so.
- 2.3. Only properly authorized healthcare professionals may make inquiries or evaluate an employee's medical documentation.
- 2.4. In the event of serious injury/illness, emergency measures will be taken to ensure the employee receives necessary emergency medical attention.
- 2.5. The supervisor and the employee, or the employee's representative if the employee is incapacitated, will confer with NAF Human Resources Management to determine the proper forms to be completed. The forms will be timely completed by the employee, or employee's representative, and the supervisor and will be submitted by the supervisor. Submission should be no later than specified on the documentation from the date of occurrence.

- 2.6. Reasonable arrangements will be made on duty time for employees or the employee's representative if the employee is incapacitated, to familiarize themselves with the required forms, and employees will have local resources available to assist them with filing of claims.
- 2.7. Although use of electronic form completion will be strongly encouraged whenever possible, employees without access to computers will be able to make use of a hard copy filing process.
- 2.8. The employee may view the forms prior to submission. The employee will be provided a copy.
- 2.9. The Employer agrees to post Form LS-242 (What to Do When Injured at Work) on all official bulletin boards.

SECTION 3: DEFINITIONS

- 3.1. Traumatic Injury - Caused by a specific event, incident or series of events or incidents within a single tour of regular duty; e.g., a fall that causes a broken bone.
- 3.2. Occupational Disease/Illness - An injury or illness produced by systematic infections, continued or repeated stress or strain, exposure to toxins, poisonous fumes, noise, etc., in the work environment, that has developed over a period greater than one tour of official duty; e.g., carpal tunnel syndrome or hearing loss.

SECTION 4: ELECTION OF BENEFITS OPTIONS

- 4.1. Pending the approval of the compensation claim, an employee with a job-related traumatic injury or occupational disease/illness may elect to be placed on sick or annual leave instead of leave without pay.
- 4.2. If the employee's claim is approved, the employee shall have the option of buying back any leave used and having it reinstated to the employee's account.
- 4.3. The Employer, upon request, shall provide employees information regarding the proper procedures for filing claim appeals to the Department of Labor.

SECTION 5: PLACEMENT OF WORKERS' COMPENSATION CLAIMANTS

- 5.1. Where an employee requests and supports their request with appropriate medical documentation, the Employer will make a serious effort to assign the employee on a temporary basis to duties consistent with the employee's medical needs.
- 5.2. Where the employee requests and supports their request with appropriate medical documentation, the Employer will make a serious effort to assign the employee to duties consistent with the employee's medical needs and qualifications.

- 5.3. If the employee receives medical documentation stating they are fully recovered, within one year of the date of injury, NAF Human Resources Management will process the documentation necessary to return the employee to work. The Employer will also provide duty consistent with medical restrictions, if available.
- 5.4. If the employee is unable to return to work after one year of receiving worker's compensation, a separation disability will be processed but the employee may continue to receive workers' compensation if appropriate.

ARTICLE 30: EMPLOYEE ASSISTANCE PROGRAM

SECTION 1: The Union and the Employer recognize that problems of a personal nature may have an adverse impact on job performance. Therefore, they pledge their full support for an Employee Assistance Program (EAP) which will be offered by the Employer.

SECTION 2: The EAP provides contact and referral services, including within the local community, to the employee or family members, in areas such as financial, substance use, family, health and well-being, and job concerns. Additional information may be obtained from the employee's supervisor or NAF Human Resources Management.

SECTION 3: Employees who make efforts to participate and cooperate in EAP programs will receive Employer support.

SECTION 4: The Union and the Employer agree to publicize the EAP so that employees may be aware of, and participate in, such programs.

SECTION 5: Employees will be on duty time when they make initial contact with the EAP. Should any counseling appointment or treatment require an absence from duty, the employee must obtain leave approval or make other appropriate arrangements with the supervisor.

SECTION 6: The employee's job security and promotional opportunities shall not be jeopardized as a result of the employee participating in, or declining to participate in, the EAP or a referral service.

SECTION 7: CONFIDENTIALITY

7.1. The Parties recognize that all confidential information and records concerning counseling and treatment will be maintained in accordance with applicable laws, rules and regulations. Without an employee's written consent, the supervisor may not obtain information about the nature of the employee's involvement with a counseling program.

- a. Information obtained with the employee's consent from such counseling and treatment programs may not serve as the basis for disciplinary actions unless required to enforce the law or terms of last chance agreements.

SECTION 8: PROBLEMS OF PERSONAL NATURE

8.1. If as a result of proposed Severe Discipline, an employee notifies the Employer for the first time that they have problems of a personal nature which have contributed to the misconduct and is seeking treatment; the Employer will normally place the proposed action in abeyance for a period of time while the employee:

- a. Participates in and completes a prescribed program or course of treatment,
- b. Maintains acceptable conduct, attendance and performance
- c. Signs a last chance (or other) agreement codifying these conditions

- 8.2 This provision only applies in the first instance and does not apply if egregious or criminal misconduct is involved, including, but not limited to a positive drug test.
- 8.3 If at the end of such period, the conditions outlined in the last chance agreement are met, the action will be dropped or, if the employee has been given advance notice in the agreement, a lesser action may be taken. Violation of any agreed to conditions, or additional misconduct, during the abeyance period may result in effecting the action.

ARTICLE 31: CHILDCARE

SECTION 1: This Article addresses the childcare needs of bargaining unit employees. The Parties recognize that working parents may have childcare needs during work hours. The Parties recognize the need for such parents to secure appropriate childcare arrangements.

SECTION 2: Subsidized childcare programs now available to bargaining unit members will continue. Changes in the subsidized childcare program will be subject to Article 8.

SECTION 3: The Employer agrees to consider requests for emergency leave brought about by unexpected changes in childcare, and elder care, arrangements. Requests will not be unreasonably denied.

ARTICLE 32: EMPLOYEE PARKING AND TRANSPORTATION

SECTION 1: The Employer will continue to provide cost free, unreserved parking for all employees. It is recognized, however, that the Employer is a tenant activity and that parking involves other activities.

SECTION 2: When changes in current parking arrangements are proposed, the Employer will notify the Union and fulfill any obligation to bargain.

SECTION 3: Consistent with the requirements of the Americans with Disabilities Act, the Employer will locate and reserve parking spaces immediately adjacent to work locations for employees with identified disabilities. The Employer agrees to be responsive, by contacting appropriate USNA authorities, to employees' legitimate needs for additional reserved parking spaces contemplated by this Section.

SECTION 4: The Employer will provide a public transportation subsidy under the USDOT TranServe program. This program provides eligible employees a transportation subsidy not to exceed the amount of their actual monthly public transportation expenses, currently up to \$130 per month.

SECTION 5: The Parties agree that the overall issue of parking will be a priority agenda item for the Labor / Management Forum.

ARTICLE 33: OFFICIAL TRAVEL

SECTION 1: Bargaining unit employees shall be entitled to travel and per diem funds for Employer directed travel. The amounts received will be in accordance with Joint Travel Regulations (JTR) as these currently exist and as may be modified during the life of this contract.

SECTION 2: To the extent practicable, time spent in travel status will be scheduled within normal working hours. Travel during non-work hours shall be paid in accordance with the Fair Labor Standards Act (FLSA) and any applicable regulations.

SECTION 3: For all expenses which JTR allows travel expenses, the traveler will be given the full amount of advance allowable upon request. Employees may request a travel advance that shall not exceed 80% of estimated overall expenses. In cases of hardship, up to 100% may be authorized.

SECTION 4: Official travel regulations shall be made available for employees to review upon request. Assistance shall be provided to employees, upon request, to process travel orders, travel advances, travel authorizations, claims and travel arrangements. The Employer is responsible for insuring that employees are reimbursed timely.

ARTICLE 34: WORK ATTIRE, UNIFORMS AND EQUIPMENT

SECTION 1: PURPOSE

1.1. The purpose of this Article is to promote a consistent and professional image throughout the organization and to ensure that employees are readily recognizable to customers.

Employees' appearance further promotes a positive public image, enhances personal and public safety and contributes to mission accomplishment.

- a. Work attire describes a specific set of garments, items and clothing which may be worn by a department, business unit or group of employees and under what circumstances these may be worn. This may consist of distinctive uniform garments and items issued directly to an employee by the employer, or personal clothing owned by an employee which meets the criteria of work attire.
- b. Uniform items may also be considered personal protective equipment (PPE), in certain circumstances, for safety and/or sanitary purposes, as addressed later in this article. As such, employees may wear both personal clothing and uniform garments and items based upon their specific duties and work locations.
- c. Employee appearance shall also include, but is not limited to hygiene, personal jewelry (e.g. rings, necklaces, pendants, earrings, chains, etc.), tattoos and/or body art, piercings, hair and facial hair, glasses and sunglasses, earphones.
- d. Specific work attire, consistent with this Article, may be established on a department-by-department basis, differ by department or within department based on assigned duties.
- e. It is not the objective of this article to regulate or dictate matters of personal taste and style, except to the degree that individual appearance decisions lessen public confidence in the organization or impair the safety of employees or customers.

SECTION 2: PROPER ATTIRE

2.1. Employees are expected to report to work properly attired based on the work attire specific to their department, business unit or work group and assigned duties. Employees whose appearance is not in keeping with above will be informed of the necessary corrections needed for compliance, and may not be permitted to be on duty until the correction has been made. Employees who do not comply may be subject to disciplinary action. This is also an appropriate subject for consideration in performance evaluation and work assignment.

- a. Personal clothing which may be worn by an employee includes, but may not be limited to:
 - i. Pressed black, navy blue, green or khaki trousers, skirts and shorts
 - ii. White, oxford style shirts with button down collar and white t-shirt underneath
 - iii. Hats, scarves and jewelry with the organization logo, insignia or mascot
 - iv. Neck tie
 - v. Dark socks
 - vi. Closed toe shoes
- b. Uniform garments and items which may be issued by the employer to the employee, at no charge to the employee, include, but may not be limited to:
 - i. Blue, white or yellow polo shirt(s) with logo, crest or insignia
 - ii. Blue work trousers
 - iii. Blue long- and short-sleeved button up work shirts
 - iv. Sweatshirts with logo, crest or insignia
 - v. Fleece pullovers with logo, crest or insignia
 - vi. Jacket(s) with logo, crest or insignia
 - vii. Blue smocks
 - viii. Hats and head covering – including baseball caps, hairnets, chef hat (cloth or paper)
 - ix. Neck tie with logo, crest or insignia
 - x. Aprons
 - xi. Name tags

xii. Safety footwear

- 2.2. It is the responsibility of the employee to maintain all personal and Employer issued garments and items in good condition, free of tears, stains, frayed edges and cleaned and pressed before wearing. Employer issued uniforms and uniform items will be issued in reasonable and sufficient quantities reflective of employees' work schedules.
- 2.3. Uniform garments which also serve as PPE may be laundered through NABSD facilities. This includes items such as aprons, smocks and certain clothing based on position and/or assigned duties. No personal clothing may be submitted for laundering by the organization.
- 2.4. Issued garments will be replaced every two years, if needed, based on wear and in accordance with average life expectancy guidelines provided by DLI (Dry Cleaning and Laundry Institute). Exceptions to this include normal wear and tear which results in a uniform item no longer being serviceable and employee gain or loss of weight; to the extent uniforms can no longer be altered to fit. Uniforms being considered for replacement under this exception must be presented to the Employer for this consideration. Any uniform being replaced prior to the end of the second year of service life may not be retained by the employee.
- 2.5. Safety footwear for eligible employees will be provided approximately annually, based on frequency of wear, and in compliance with ASTM standards and approved by the Naval Support Activity Annapolis Safety Department. Employees are personally responsible for care and maintenance of safety footwear.

SECTION 3: GROOMING AND PERSONAL APPEARANCE

- 3.1. Grooming and personal appearance while at work shall present a neat, professional appearance.
 - a. Hair is to be neat, clean and well groomed and shall not interfere with the proper wear of uniform and/or protective headgear, masks or equipment. Length of hair and facial hair standards may vary based on department, work group or assigned duties.
 - b. Visible Tattoos / Body Art / Brands may not be obscene, sexually explicit, advocate discrimination based on sex, race, religion, ethnic or national origin, symbolize affiliation with gangs, supremacist or extremist groups or advocate illegal drug use.
 - c. Jewelry should be minimal, without eccentricities or faddishness and shall not present a safety or foreign object hazard.

SECTION 4: PERSONAL PROTECTIVE EQUIPMENT

- 4.1. Personal protective equipment (PPE) consists of garments and devices necessary to protect employees from inherent hazards in the performance of specific duties. PPE shall be provided and used where it is impractical to enclose or isolate the process or equipment, to make process-material substitutions, to provide ventilation, or to use other control measures. In addition, where there are short exposures to hazardous airborne concentrations and contaminants, and where unavoidable accidental spills may occur, PPE shall be provided and used.
- 4.2. The Employer agrees to bear the full expense for all special clothing and/or equipment used in connection with assigned work not normally owned by employees. Such clothing and/or equipment will not be taken off Government property unless duly authorized.
- 4.3. Where employees are required to wear special clothing and this necessitates changing from street clothing, a designated location for changing clothes will be established and suitable clothing lockers provided. Special clothing that is worn at work should not be taken from the premises.

ARTICLE 35: CONTRACTING OUT

SECTION 1: The Employer shall notify the Union prior to implementing contracting out decisions that will result in the displacement of employees. The Employer will provide as much advance notice as possible and will provide full information as allowed and in accordance with law, rule and regulation. Should the Employer decide to contract out work performed by bargaining unit employees, the Parties will negotiate concerning the impact and implementation of the decision.

SECTION 2: The Employer agrees to minimize displacement of bargaining unit employees which results from contracting out to the extent practicable through reassignment, retraining, restricting in-hire and other actions that may be taken to retain current employees consistent with applicable laws, rules and regulations.

SECTION 3: Contracting decisions under OMB Circular A-76 will be appealed only in accordance with appeal procedures set forth in that circular.

ARTICLE 36: BUSINESS BASED ACTIONS

SECTION 1: A Business Based Action (BBA) is a reduction in employment category or pay rate, a furlough of a regular associate for eight calendar days or more, or separation action initiated by the Employer for non-disciplinary reasons. BBA's are used to adjust human resources in response to changes in business revenue, budget, workload, organization or mission. They are not used to address performance or conduct deficiencies. For the purpose of this Agreement, planned closures of activities on an annual scheduled basis due to the unique nature of the USNA are not considered BBA's.

SECTION 2: The provisions of CNICINST 5300.2 regarding Business Based Actions, are incorporated herein by reference in Appendix A and shall be considered a part hereof.

SECTION 3: The competitive area for effect of a BBA will be the Division or Activity affected. The Union may request the competitive area be expanded to additional Branches and Sections, or to the entire Employer. Granting of this request will not be unreasonably withheld.

SECTION 4: Competitive level will be defined as regular non-probationary employees and flexible employees with three or more years' service within the same grade/pay level, series and title. Performance and length of service will determine ranking within the competitive level. The performance factor must include at least the employee's last two performance ratings. If there is only one rating, then a rating must be issued and used.

SECTION 5: Union Notification - Prior to the decision to conduct a BBA, except for unforeseen circumstances or an emergency, the Employer shall advise the Union of the contemplated action, the reasons for it and, when available, the Activities, and the number of employees affected, and their names. The Union will be allowed to provide input for consideration. If it is decided to conduct a BBA, the Union will be afforded the opportunity to negotiate impact and implementation, in accordance with Article 8. Normally, initial notification will be provided to the Union at least thirty (30) calendar days prior to a possible BBA becoming effective in cases of separating BBA's and thirty (30) calendar days for all other types of BBA's.

SECTION 6: Separating BBA's - Separating BBA's will not be issued or effected during the period 15 December through 3 January.

ARTICLE 37: DURATION AND CHANGES

SECTION 1: EFFECTIVE DATE

- 1.1. This Agreement will be implemented and become effective when it has been signed by the parties, ratified, and approved by the Head of the Agency pursuant to 7114(c) of 5 U.S.C. 71, and shall remain in effect for three (3) years.

SECTION 2: DURATION

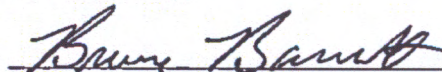
- 2.1. It shall be renewed automatically for one (1) year periods unless either Party gives the other Party notice of its intention to renegotiate this Agreement, no less than sixty (60) days or more than ninety (90) days prior to its termination date. Negotiations shall begin no later than thirty (30) days after these conditions have been met. If negotiations are not concluded prior to the expiration date, this Agreement will continue in full force and effect until the negotiation process is concluded.

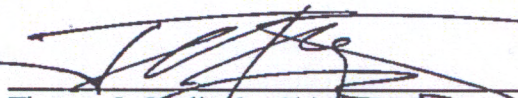
SECTION 3: REOPENER

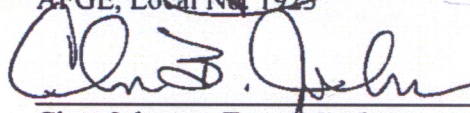
- 3.1. Negotiations initiated by either Party during the term of this Agreement to add to, amend, or modify this Agreement may be conducted only by mutual consent of the Parties.

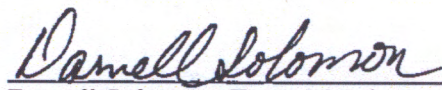
In witness hereto, the Parties agree and have signed this Agreement on February 4, 2016

For the Union:



Bruce Barrett, Vice-President
AFGE, Local No. 1923

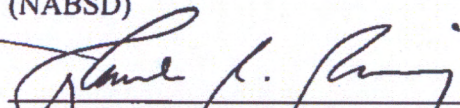

Thomas J. Gagliardo, Chief Negotiator
AFGE, Local No. 1923

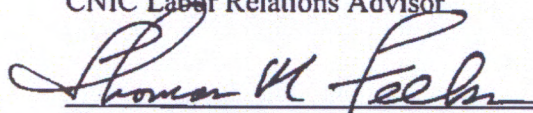

Clara Johnson, Team Member
AFGE, Local No. 1923

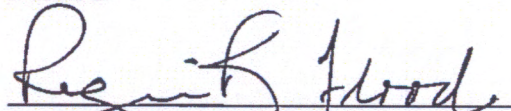

Darnell Solomon, Team Member
AFGE, Local No. 1923

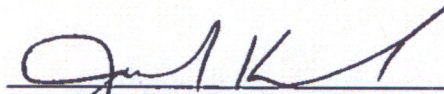
For the Employer:


Douglas S. Borrebach, Director
Naval Academy Business Services Division
(NABSD)


Fernando Ramirez, Chief Negotiator
CNIC Labor Relations Advisor


Thomas M. Feeks, Team Member
NABSD


Regina R. Flood, Team Member
NABSD


Joseph Keckler, Team Member
NAF Human Resources Management

Approved by the Department of Defense on 12 April 2016.

