

**COLLECTIVE BARGAINING  
AGREEMENT**

BETWEEN

**NAVAL SURFACE WARFARE CENTER  
CARDEROCK DIVISION  
MEMPHIS DETACHMENT**

AND

**AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES  
LOCAL 3438**

1999

## **PREAMBLE**

The parties of this Agreement will abide by 5 USC Chapter 71 and work together to accomplish the mission of the Memphis Detachment and to build a harmonious workplace.

The parties of this Agreement are the Memphis Detachment, Carderock Division, Naval Surface Warfare Center (NSWC), hereinafter referred to as the Employer and the American Federation of Government Employees (AFGE), Local 3438, hereinafter referred to as the Union.

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# **Collective Bargaining Agreement**

## ***Article 1 Recognition and Coverage***

### **Section 1.1 Recognition of the Union**

The Employer recognizes the Union as the exclusive representative of “Unit employees” as defined in Section 1.2 of this Agreement.

### **Section 1.2 Definition of Unit Employees**

The terms and conditions of this agreement apply only to positions within the bargaining unit and to the employees who occupy those positions. Whenever used in this Agreement, the terms “Unit employee” and “employee” shall mean all nonprofessional General Schedule employees of the Memphis Detachment, Carderock Division, Naval Surface Warfare Center; but excluding all management officials, supervisors, and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

### **Section 1.3 Temporary, Probationary, and Excepted Appointment**

The discipline or discharge of limited temporary, term, probationary, or excepted appointment employees shall not be a violation of this Agreement.

## ***Article 2 Precedence of Laws and Regulations***

### **Section 2.1 Conflict with Law or Regulation**

To the extent that the provisions of this Agreement are in conflict with existing or future laws or government-wide, agency (DOD), or primary national subdivision (DON) regulations, the laws or regulations will take precedence.

### **Section 2.2 Duty of Officials and Employees**

In the administration of all matters covered by this agreement, existing or future laws or government-wide, agency (DOD), or primary national subdivision (DON) regulations govern officials and employees.

### **Section 2.3 Applicability of Instructions**

All provisions of regulations, instructions, and policies which are not specifically in conflict with this Agreement or its modifications remain in full force and effect. Where this Agreement conflicts, the provisions of this Agreement and any modifications take precedence, except as restricted by Section 2.1 of this Article.

## ***Article 3 Practices***

### **Section 3.1 Agreement Conflict**

Practices by any party of this Agreement which conflict with the provisions of this Agreement shall not be considered a permanent waiver of, or change to, this Agreement. This Agreement shall take precedence over preexisting, current, or future practices of the Employer, Union, or Employees.

### **Section 3.2 Established Practices**

Practices by the Employer which do not conflict with the provisions of this Agreement shall be followed/implemented as applicable.

### Section 3.3 Failure to Enforce

The failure of any party of this Agreement to enforce the provisions of this Agreement shall not be considered a permanent waiver of or change to this Agreement.

## ***Article 4 Employee Rights***

### Section 4.1 Freedom from Discrimination

All employees have the right to a workplace free from discrimination in accordance with all laws and regulations.

### Section 4.2 Right to Participate

Each Unit employee shall have the right to join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such rights.

### Section 4.3 Right to Consult

Each Unit employee shall have the right to contact and meet with the Union without fear of reprisal or penalties.

### Section 4.4 Right for Representative

A Unit employee who is being examined by one or more representatives of the Employer in connection with an investigation may obtain Union representation upon request if the Unit employee reasonably believes that the examination may result in disciplinary action against the employee. The Employer shall notify the Unit employees of this right annually.

### Section 4.5 Right to Grieve

An Employee has the right to present a grievance under the negotiated grievance procedure on his or her own behalf per Article 11 of this Agreement.

### Section 4.6 Private Lives

Employees have the right to pursue their private lives to the extent that their job responsibilities and obligations are not impacted.

## **Article 5 Employer Rights**

### Section 5.1 Employer Rights

Except as expressly modified or restricted by a specific provision of this Agreement, all managerial rights afforded by 5 USC Chapter 71 are exclusively the Employer's. The failure of the Employer to exercise any right shall not be considered a permanent waiver of the Employer's right.

## ***Article 6 Union Rights***

### Section 6.1 Union Rights

Except as expressly modified or restricted by a specific provision of this Agreement, all representation rights and duties afforded by 5 USC Chapter 71 are exclusively the Union's. The failure of the Union to exercise any right shall not be considered a permanent waiver of the Union's right.

## ***Article 7 Union Representatives***

### **Section 7.1 Notification of Representatives**

- a. Union Representatives: “The Union Representative” includes only those Unit employees named by the Union to any position where the employee acts as the spokesperson in the interest of the Union or Unit employees within the Bargaining Unit. The Union will provide the Employer, in writing, a complete, up-to-date list of appointed stewards, the identity of chapter officers and chief stewards, and the office location and telephone number of each. The Employer shall not be required to recognize any Unit employee as a representative unless the Union has informed the Employer, in writing, of the employee’s name, designation, and authority.
- b. Union Steward: From among the employees in the bargaining unit, the Union may designate and the Employer will recognize not more than two (2) shop stewards to serve as the Union’s agent in representation of employees of the unit. In designating these stewards, the Union will take into account his or her organizational responsibilities in order to minimize time away from the steward’s regular work duties. The Union must notify the Employer of any change in stewards as soon as possible but at least two (2) days before the effective date of any change.

### **Section 7.2 Union Visitation**

- a. Meetings with the Employer: Non-employee Union representatives may enter upon the Employer’s premises to attend meetings at Step 2 of the grievance procedure set forth in Article 11 of this Agreement and such other meetings as may be scheduled between the Union and the Memphis Site Director. The Union’s access under this Section 7.2(a) shall be limited to the meeting space designated by the Memphis Site Director. The Union shall adhere to Memphis Site security procedures and requirements and relinquish their badges upon departure.
- b. Other Access: The Union representatives and/or agents, as the Memphis Site Director may approve in advance, may be granted access to such areas of the Employer’s premises only for such purposes and times as the Memphis Site Director has approved in advance of such visits. The Union shall adhere to Memphis Site security procedures and requirements and relinquish their badges upon departure.
- c. Limited Waiver of Right of Access: Except as provided in this Section 7.2, non-employee representatives or agents of the Union may not enter upon the Employer’s premises.

## ***Article 8 Official Time***

### **Section 8.1 Compensation of Union Representatives While Engaged in Union Activity**

Except as specifically provided in this section, Union Representatives shall not be compensated by the Employer for his/her union duties and shall perform such duties during times when he/she is not scheduled to work for the Employer. The Employer will provide official time during scheduled work hours for attendance at a meeting convened at Step 2 of the grievance procedure set forth in Article 11 of this Agreement, if such Union Representative is attending the meeting pursuant to the right granted by the provisions of said Step 2. Official time will also be granted for Union Representatives to serve as Unit employee representatives in Weingarten meetings, oral hearings for proposed disciplinary and adverse actions, other formal meetings with the Employer where the Unit employee is legally entitled to representation by the Union, as well as FLRA/FSIP proceedings. Under no circumstances will Union representatives who are not employees of the Employer be compensated by the Employer.

### **Section 8.2 Compensation of Employees While Engaged in Union Activity**

Except as specifically provided in this section, an employee shall not be compensated by the Employer for union duties or activities and shall perform such duties or activities during times when he/she is not scheduled to work for the Employer. The Employer will provide official time during scheduled work hours for Unit employees acting as representatives of the Union for attendance at meetings convened to negotiate collective bargaining agreement



changes, including impasse proceedings. The number of Employer paid Union representatives may be equal in number but not greater than the number of Employer representatives.

### Section 8.3 Approval of Official Time

As far in advance as possible of the proposed time use, the steward or Unit employee will forward a request via his/her immediate supervisor to the Site Director with the amount of official time requested and the purpose for which it is requested. The Site Director, or his/her designated representative, will make a determination and approve appropriate official time based on the circumstances and the duties of the employee. If the Unit employee's duties allow as determined by the immediate supervisor, the employee may use annual leave or approved leave without pay, to make up the difference of time greater than the Site Director or his/her designated official determines to be appropriate.

### Section 8.4 Requesting Official Time

When requesting grants of official time, the Union official and an affected employee must provide the following information in writing via the employee's supervisor to the Site Director or designated official:

- (1) The purpose of the official time usage.
- (2) The location where the time would be used; identifying room, office name and telephone number.
- (3) The proposed duration of the time usage.
- (4) The date proposed for using the time.

### Section 8.5 Use of Official Time

A Union official or employee who has been granted official time under the terms of this article will, when the time is to be used, remind the immediate supervisor that he or she is leaving the work area to use the approved time. Upon completion of the meeting/discussion for which the official time was approved, the Union official or employee will immediately return to the work area and inform the supervisor of his/her return and of the total amount of official time used. The Union official will monitor, document, track, and make available to the Employer union records of official time used. Official time shall only be used for official business as specifically provided for by this Agreement and 5 USC 7131, and shall not be used for personal or internal union business.

### Section 8.6 Available Official Time

In addition to the official time specifically granted in the other sections of this Article, the Employer will provide to the Union seventy-four (74) hours per calendar year for preparation for meetings outlined in Section 8.1 and Section 8.2 of this Article, union related training, and appropriate administrative matters that are not internal union business. The use of such official time will be requested per Section 8.4 of this Article and must be in compliance with Section 8.5 of this Article.

## ***Article 9 Use of Government Facilities***

### Section 9.1 Bulletin Board

The Employer will provide a bulletin board not less than three (3) feet by three (3) feet at a location mutually agreed upon by the Employer and Union. The Union shall not post information that is defamatory or inappropriate in nature. The Union will maintain the information on its bulletin boards in an orderly appearance.

## Section 9.2 Office Space

The Employer will provide the Union with not less than one hundred (100) square feet of office space in such a location on the Memphis Detachment as may be determined from time to time by the Employer. The space will be lockable and it is the responsibility of the Union to secure the space. The Union may post any appropriate materials inside this space. The Union will maintain the office space in an orderly condition and clean the space as necessary. The Employer may enter the space as necessary for the purposes of inspection of the office and its contents. The Employer will not inspect the contents of the Union's locked file container unless just cause can be shown. Access during non-work hours for Unit employees may be granted subject to normal safety and security regulations and provisions.

## Section 9.3 Office Furnishings

The Employer will provide in usable condition: one (1) desk, one (1) filing cabinet, and two (2) chairs. The Union will be responsible for maintaining the Employer owned furnishings and obtaining any additional furnishings for its office.

## Section 9.4 Office Equipment

- a. The Employer will provide in usable condition one (1) computer (486 processor or greater), one (1) monitor, and one dot matrix printer as deemed by the Employer. The Union will be responsible for maintaining the Employer owned equipment and returning in the same configuration. The Employer owned equipment will be in the custody of a Unit employee and maintained per information systems procedures. All software will be the responsibility of the Union.
- b. The Employer will provide one (1) telephone extension with voice mail for local calls only. The Union will be responsible for all long distance and special access charges.
- c. Reasonable use of the Government copiers will be allowed as deemed by the Employer on a case by case basis. The Union will request from the Site Director or designee copies by providing the item to be copied and the number of copies requested.
- d. Access and use of the Employer's local area network (LAN) and Internet access is not authorized. The Union may send electronic mail to Unit employees via the Internet and the Unit employee's account.
- e. The Union will be allowed to send/receive facsimiles through the Employer's FAX machines. The Union will be responsible for all long distance and special access charges. Incoming facsimiles will be handled via the normal site procedures.

## Section 9.5 Meeting Space

From time to time as deemed by the Employer, space may be provided by the Employer for Union meetings outside the Union office space. For such meetings, the Union shall request the space at least three (3) workdays in advance identifying the date and time required, general purpose of the meeting, and the expected number of personnel attending. Granting of space will be subject to normal safety and security regulations and provisions and will avoid disruption or distracting effects on official business.

# ***Article 10 Withholding Union Dues***

## Section 10.1 Payroll Deduction

- a. The Union will distribute to each eligible Unit employee who wants to authorize a voluntary allotment for Union dues a Standard Form SF-1187, Request for Payroll Deductions for Labor Organization Dues.
- b. The Union may submit a SF-1187 at any time. An allotment will be effective on the first complete biweekly pay period after a properly completed and signed form is received by the servicing Civilian Payroll Office.

## Section 10.2 Revocation

- a. A Unit employee may voluntarily revoke his/her allotment for the payment of dues by completing a SF-1188 and submitting it in duplicate to the Human Resources Office. SF-1188s will be provided by the Human Resources Office upon individual request. Any such voluntary termination of allotment for deduction of Union dues will only become effective with the first full pay period beginning after the anniversary date of commencement of dues withholding, provided the anniversary date is at least one year from the date dues deductions began.
- b. A Unit employee's voluntary allotment for payment of his or her regular Union dues will be terminated by the Employer's payroll office with the beginning of the first pay period following the pay period in which any of the following occur:
- (1) Loss of recognition by the Union;
  - (2) Transfer of the employee outside the bargaining unit;
  - (3) Separation of the employee; or
  - (4) Receipt by the Employer of written notification from the Union that the employee has been expelled or has ceased to be a Union member in good standing.
- c. The Union will promptly provide written notification to the servicing Human Resources Office when a member of the bargaining unit is suspended, expelled, or ceases to be a member of the Union in good standing.

## Section 10.3 Continuation of Dues Withholding

If this Agreement is not renewed or renegotiated by the termination date because of proceedings involving a negotiability dispute, impasse or a unit representation question, dues withholding in effect will be continued until the matter is resolved

# ***Article 11 Grievance Procedure***

## Section 11.1 Definition of Grievance

A grievance is any complaint (except as excluded in Section 11.2 of this Agreement) by a Unit employee or the Union concerning matters that the Employer has violated an express provision of this Agreement or violated a law or higher level regulation affecting conditions of employment, a complaint by any Unit employee concerning matters relating to conditions of employment of the employee, or a complaint by the Union concerning matters relating to conditions of employment of any Unit employees.

## Section 11.2 Grievance Exclusions

Within the definition of Section 11.1 of this Article, matters specifically excluded from the definition of a grievance are:

- (1) Any claimed violation of 5 USC Chapter 73, Subchapter III, (relating to prohibited political activities);
- (2) Retirement, life insurance, or health insurance;
- (3) A suspension or removal under 5 USC 7532. (relating to national security);
- (4) Any examination, certification, or appointment;
- (5) The classification of any position;
- (6) Personnel actions resulting from reduction in force;
- (7) The Fair Labor Standards Act determination of any position;
- (8) Non-selection for promotion from a group of properly ranked and certified candidates (improper promotion procedures remain grievable under this grievance procedure);

- (9) Mid-term performance review, performance counseling sessions, performance summary ratings (individual element ratings remain grievable under this grievance procedure), or the issuance of performance improvement plans;
- (10) The separation of an employee for failure to satisfactorily complete a probationary period;
- (11) Termination of any temporary promotion or temporary appointment;
- (12) Actions taken by the Employer required by court orders (i.e. garnishment of wages for indebtedness or child support);
- (13) Non-cash awards and monetary award amounts;
- (14) Decisions relating to Worker's Compensation Claims; or
- (15) Non-adoption of a suggestion.

### Section 11.3 Exclusive Process

The grievance procedure set forth in Section 11.6 is the only procedure available to Unit employees for the processing and disposition of grievances described by Sections 11.1 and 11.2 of this Agreement.

### Section 11.4 Representation

The Union shall be the sole representative for Unit employees using the procedure in Section 11.6 of this Agreement, except when an employee or group of employees exercises the right to present a grievance with a representative of their choice without the intervention of the Union. When an Unit employee elects to pursue a grievance without Union representation, such grievances shall not be admitted to the arbitration procedures set forth in Article 11, nor shall it be admitted for processing again under the grievance procedure set forth in Section 11.6 of this Article. If an employee or group of employees chooses not to have Union representation, the Union has the independent right to be present and shall be invited to any discussions between management and the employee concerning the grievance. The Union shall be informed by the Employer in a timely manner as to the date, time, nature, and participants involved in any such discussion in order to facilitate the Union's attendance at those discussions.

### Section 11.5 Statutory Appeal Procedure

Any aggrieved employee allegedly affected by a prohibited personnel practice under 5 USC 2302(b)(1), who is aggrieved by matters covered under 5 USC 4303, or 5 USC 7512, may raise the matter under a statutory appeal process. When a matter also falls under the coverage of this negotiated grievance procedure, the Unit employee may at their option, raise the matter under a statutory appeal procedure or under this negotiated grievance procedure, but not both. A Unit employee shall be deemed to have exercised their option under this provision when the employee files a timely written notice of statutory appeal or files a timely written grievance under this procedure, whichever occurs first. The Union is not required under statute to represent non-Unit members when they elect to use the statutory appeal process.

### Section 11.6 Grievance Procedural Steps

The Employee shall make every effort to resolve any issues that could result in a grievance at the lowest level possible. The Employee and Employer will attempt to resolve the issue informally and through discussions concerning the issues at the lowest level possible.

#### a. Step One – Written Grievance to Immediate Supervisor

If the matter can not be resolved informally, the Unit employee must submit a written grievance to his/her Immediate Supervisor not later than fifteen (15) calendar days after the event giving rise to the grievance or fifteen (15) calendar days after the employee should reasonably have learned of the event giving rise to the

grievance, whichever is later. The Immediate Supervisor shall give a written answer to the grievance within ten (10) calendar days after receipt of the grievance.

**b. Step Two - Written Grievance to Second Level Supervisor**

If the grievance is not settled at Step 1, the employee, not later than ten (10) calendar days after receipt of the immediate supervisor's written answer at Step 1, may file a written appeal of that answer to his/her second level supervisor. Not later than ten (10) calendar days after receipt of the written appeal, the second level supervisor shall meet, if necessary, with the Unit employee and his/her Union representative. The second level supervisor shall give his/her written answer to the grievance within ten (10) calendar days after receipt of the grievance.

**c. Step Three - Written Appeal to the Site Director**

If the grievance is not settled at Step 2, the employee, not later than ten (10) calendar days after receipt of the second level supervisor's written answer at Step 2, may file a written appeal of that answer to the Memphis Site Director. Not later than ten (10) calendar days after receipt of the written appeal, the Memphis Site Director, shall meet, if necessary, with the Unit employee and his/her representative. The Memphis Site Director, or his/her designee, shall give his/her written answer to the grievance within ten (10) calendar days after such meeting or receipt of the grievance, whichever is later. The Memphis Site Director's decision shall be final and binding on the employee, the Union, and the Employer unless properly appealed to Step 4.

**d. Step Four - Grievance Mediation**

If the grievance is not settled at Step 3, the Union and the Employer will meet within ten (10) calendar days and decide if grievance mediation is appropriate. If no agreement is reached within the ten (10) calendar days, the Memphis Site Director's decision as determined in Step 3 shall be final and binding on the employee, the Union, and the Employer unless properly appealed to arbitration. Upon agreement for grievance mediation between the Union and Employer:

- (1) A joint request signed by both parties will be submitted requesting grievance mediation.
- (2) The grievant, his/her representative, and the Employer will be present at the mediation session.
- (3) The proceedings before the mediator will be informal and rules of evidence do not apply. No record, stenographic or tape recordings of the meeting will be made.
- (4) The mediator shall conduct the mediation session utilizing all customary techniques associated with mediation including the use of separate caucuses.
- (5) The mediator has no authority to compel resolution of the grievance.
- (6) In the event no settlement is reached during the mediation session, the mediator may provide the parties either in separate or joint session with an oral advisory opinion.
- (7) If either party does not accept an advisory opinion, the matter may then proceed to arbitration. Such arbitration hearings will be held as if the grievance mediation effort had not taken place. Nothing said or done by the parties or the mediator during the grievance mediation session can be used during arbitration proceedings.
- (8) The Union and Employer agree to split evenly any costs associated with grievance mediation.

**Section 11.7 Grievance Decisions**

Decisions made at each step of Section 11.6 of this Agreement shall be final and binding on the employee, the Union, and the Employer unless the decision is grieved to a higher step or arbitration, or is found to be in violation of law or higher level regulation. At each step, the Employer's official may make his/her decision independent of previous steps and may increase or decrease the amount of personal relief awarded at previous steps.

## Section 11.8 Grievance Procedural Steps Not Available

Should the Memphis Site Director be the immediate supervisor of Section 11.6, Step 1 will be made by the LCC Engineer. Should the Memphis Site Director be the second level supervisor of Section 11.6, Step 2 will be made by the Site EOSH Manager. The timeframes of the steps remain the same.

## Section 11.9 Union Grievance Procedure

Should any grievance arise between the Union and the Employer, the Union must submit a written grievance to the Memphis Site Director, not later than fifteen (15) calendar days after the event giving rise to the grievance, or fifteen (15) calendar days after the Union should reasonably have learned of the event giving rise to the grievance. The Memphis Site Director, or acting, shall meet with the Local Union Vice-President, or written designee in his/her absence, within fifteen (15) calendar days upon receipt of the grievance. Further meetings will be held within the following fifteen (15) calendar day period if considered necessary by either party. The Memphis Site Director, or acting, shall give his/her written answer to the grievance within fifteen (15) calendar days after the last scheduled meeting. The Memphis Site Director's, or acting, written answer to the grievance shall be final and binding on the Union and the Employer. The decision may be appealed to arbitration by the Union in accordance with the procedures set forth in Article 12 of this Agreement.

## Section 11.10 Written Presentation

- a. All grievances presented at Step 1 of the procedure set forth in Section 11.6 of this Agreement shall contain:
  - (1) The facts giving rise to the grievance; and
  - (2) the provision(s) of the Agreement, if any, alleged to have been violated; and
  - (3) the names of the aggrieved employees(s); and
  - (4) the remedy sought (remedy sought must be personal to the aggrieved and shall not include a request for disciplinary or other action affecting another employee); and
  - (5) signature and date by the aggrieved employee and/or his/her representative.
- b. All grievances appealed beyond Step 1 shall contain:
  - (1) Written statement requesting appeal; and
  - (2) signature and date by the aggrieved employee and/or his/her representative.
- c. In cases where the grievance is dismissed, the Employer shall provide a written justification to the filer of the grievance.
- d. All written answers submitted by the Employer shall be signed and dated by the appropriate Employer representative. Unit employees will acknowledge receipt of the written decision by signature.

## Section 11.11 Time Limitations

The time limitations set forth in this Article 11 are of the essence in this Agreement. No grievance shall be accepted by the Employer unless it is submitted or appealed within the time limits set forth in Section 11.6 and Section 11.9 of this Agreement. If a grievance or appeal is not timely submitted it shall be dismissed. If the grievance is not timely appealed to the next step, it shall be deemed to have been settled in accordance with the Employer's answer in the previous step. If the Employer fails to answer within the time limits set forth in Section 11.6 and Section 11.9 of this Agreement, the grievance shall automatically proceed to the next step. By mutual written agreement between all parties involved, the time limitations set forth in Section 11.6 and Section 11.9 of Article may be extended after the grievance has been filed.

## ***Article 12 Arbitration***

### **Section 12.1 Invoking Arbitration**

Any grievance that has been processed through the grievance procedure set forth in Article 11 of this Agreement and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union. Either party will provide the other written notice of its intent to appeal within fifteen (15) calendar days from the receipt of the final decision or from the date the decision was due. The failure to appeal a grievance to arbitration within fifteen (15) calendar days of the final decision shall constitute a waiver of the right to appeal to arbitration, and the written decision to the Unit employee shall be final and binding on the aggrieved Unit employee, the Employer, and the Union.

### **Section 12.2 Selection of Arbitrator**

Not later than ten (10) calendar days after the Union serves the Employer with written notice of intent to appeal a grievance to arbitration, the Employer and the Union shall jointly meet to attempt to confirm in writing the issue(s) and to select an arbitrator. If an agreement on an arbitrator cannot be reached, then either party may request the Federal Mediation and Conciliation Service to supply a list of impartial persons qualified to act as arbitrators. Within ten (10) calendar days after receipt of that list by the Employer, the Employer and the Union shall alternately strike names from the list, until only one (1) name remains. The first to strike from the list will be determined by the toss of a coin. The arbitrator whose name remains shall hear the grievance. The arbitrator may be removed at any time by the mutual agreement of the Employer and Union. Copies of any and all correspondence provided to the arbitrator will be provided to the other Party within five (5) calendar days from the mailing or before the hearing, whichever is sooner.

### **Section 12.3 Arbitrator's Jurisdiction**

The arbitrator's authority is limited to deciding only the issue(s) of the grievance submitted for arbitration. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the Employer. The arbitrator shall have no authority to add to, take away from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or establish or alter any wage rate or wage structure. Neither shall the Arbitrator's award be contrary to applicable law or regulations which are binding on the parties. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Employer and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the aggrieved Unit employee, the Union, and the Employer.

### **Section 12.4 Interpretation of Regulations**

The arbitrator has no authority to interpret the Employer's regulations. Where such regulations, in the judgement of the arbitrator, bear on a grievance, the arbitrator will notify the Employer and the Union that he/she is seeking such an interpretation. The arbitration process will be suspended until that interpretation is received. The arbitrator is then bound, in his/her deliberations, by any such interpretation. In any cases involving a dispute over the interpretation of the regulations of any other authority the arbitrator will request interpretation of those regulations from that authority. In such instances the arbitrator will notify the parties that he/she is seeking such an interpretation and the arbitration process will be suspended until that interpretation is received (unless the parties requested and received such an interpretation earlier which has been provided to the arbitrator). The arbitrator is then bound, in his/her deliberations, by such interpretation.

### **Section 12.5 Grievability/Arbitrability**

a. In the event that a dispute between the Employer and the Union involves issues of grievability/arbitrability, the arbitrator shall determine:

- (1) the grievability/arbitrability of the original grievance deemed non-grievable/non-arbitrability; and
  - (2) if he/she will also hear the merits of the original grievance at the same time.
- b. If the arbitrator decides to handle both, the arbitrator will inform both the Employer and the Union prior to the hearing to allow sufficient preparation time.

### Section 12.6 Fees and Expenses of Arbitration

The fee and expenses of obtaining a list of arbitrators, the arbitrator, the cost of a reporter and the cost of a copy of the transcript, if requested by the arbitrator, shall be borne equally by the Employer and the Union. If the arbitrator does not request a copy of the transcript, the cost of a copy(s) of the transcript shall be borne by the party requesting copy(s).

### Section 12.7 Arbitration Hearing

The arbitration hearing will normally be held at a mutually agreeable time and location on the Employer's premises Monday through Friday, excluding federal holidays. Activity employees, limited to one employee union representative, witnesses and employee appellants, will be excused from duty in a pay status, if otherwise in a duty status, to participate in the hearing. The conduct of the arbitration hearing will be determined solely by the arbitrator, who will have full authority to determine the appropriateness of requested witnesses and to limit testimony of witnesses or the introduction of documents based on issues of relevance, redundancy, or competence. The Employer and the Union may mutually agree to extend the hearing process beyond normal working hours.

### Section 12.8 Witnesses

The Union will provide the Employer a witness list of employees no less than twelve (12) calendar days prior to the arbitration hearing date. Unit employee witnesses whose testimony is relevant to the case in dispute shall be excused from duty to participate in the arbitration hearing without loss of regular pay or charge to annual leave. The Employer will arrange to release from work those witnesses whom the Employer determines can be made available. The Union may request the arbitrator to determine whether the Unit employee not made available by the Employer is needed as a witness in the case. The testimony of proposed Union witnesses who were not requested twelve (12) calendar days in advanced of the hearing will not be allowed unless sufficient cause exists to justify the non-notification as determined by the arbitrator. The Union and the Employer will bear the costs of their own non-Unit employee representative and/or non-Unit employee witnesses.

### Section 12.9 Arbitrator's Decision

The arbitrator is authorized to issue a bench decision at the end of the hearing. If he or she does so, it should be followed within thirty (30) calendar days of the close of record by a written decision. If no bench decision is issued, a written decision should be provided within thirty (30) calendar days of the close of record. Written decisions normally will contain a finding of facts, and an opinion containing the reasoning and basis for the decision. The arbitrator's decision will be implemented as soon as practical but no later than thirty (30) calendar days (unless just cause is shown otherwise) after receipt unless either party is filing exceptions. If either party does not understand the arbitrator's decision, that party will request clarification of the decision from the arbitrator.

### Section 12.10 Exception to the Award

Either party may file an exception to an arbitrator's award with the Federal Labor Relations Authority or the appropriate Court of Appeals within thirty (30) calendar days of the award's issuance.



## ***Article 13 Partnership***

### **Section 13.1 Partnership Council**

The Union and the Employer agree to establish a Partnership Council to identify problems and craft solutions to better serve the Memphis Detachment customers and mission.

### **Section 13.2 Membership**

The Partnership Council will be comprised of representatives of both the Employer and the Union.

- (1) Employer Representatives: The Employer representatives will consist of three representatives designated by the Memphis Site Director. There will be at least one representative from Code 00 and Code 5102.
- (2) Union Representatives: The Union representatives will consist of three representatives designated by the Union Local Vice President. There will be at least one representative from Code 00 and Code 5102.

### **Section 13.3 Meetings**

The Partnership Council will develop their own internal rules of operation, including methods of calling meetings and obtaining inputs. The Partnership Council shall meet, at minimum, once per calendar year, and, at maximum, six times per calendar year. Individual meetings will not last beyond two (2) hours. At least five of the six members must be present in order to conduct a meeting. The Partnership Council will generate minutes and provide copies to both the Employer and Union.

### **Section 13.4 Decisions**

Decisions made by the Partnership Council will require an agreement by five of the six members.

## ***Article 14 Overtime/Compensatory Time***

### **Section 14.1 General**

- a. The Employer recognizes the need to distribute overtime/compensatory time fairly and will reasonably do so based upon skills, availability, and the nature of the work.
- b. Authorized time worked beyond regular hours may be recorded as either overtime or compensatory time. Unit employees whose positions are covered under the Fair Labor Standards Act are entitled to overtime unless compensatory time is requested. All Unit employees whose positions are exempt from the Fair Labor Standards Act will receive compensatory time/overtime in accordance with CARDEROCKDIVINST 12610. The Employer may from time to time, at its discretion, approve overtime in lieu of compensatory time for Unit employees exempt from the Fair Labor Standards Act.
- c. Unit employees must properly record authorized overtime/compensatory time in their pay record submittals per the Employer's procedures.

### **Section 14.2 Assigning Overtime/Compensatory Time (excluding Security Unit employees)**

- a. The Employer shall determine when and who will work overtime/compensatory time. Before requiring Unit employees to work overtime/compensatory time, the Employer will request volunteers from among the available qualified employees. The Employer shall be the sole determiner of the qualifications.
- b. The Employer agrees to provide Unit employees with as much advanced notice as practical.

### Section 14.3 Unscheduled Overtime/Compensatory Time (excluding Security Unit employees)

- a. When unscheduled overtime/compensatory time is required, the employee performing the work shall normally be offered the first opportunity to perform such overtime/compensatory time.
- b. The Employer will consider health and safety concerns when assigning overtime/ compensatory time.
- c. As mission requirements allow, a paid break of fifteen (15) minutes will be authorized during an unscheduled overtime/compensatory time assignment of four (4) hours or more.
- d. A Unit Employee who is “called back” to the place of employment at a time outside of scheduled hours of work to perform unscheduled overtime work will be given overtime or compensatory time in accordance with FLSA regulations. When “called back” for overtime/compensatory time, the Unit employee will complete all necessary work related to the “call back” but will not be required to perform duties other than those of an emergency or mission critical nature. Overtime continuing from an employee’s regularly scheduled tour of duty is not considered callback overtime.

### Section 14.4 Assigning Overtime/Compensatory Time (Security Unit employees only)

- a. The Employer shall determine when and which Unit employees will work overtime/compensatory time from the available qualified Unit employees using an overtime list. The Employer shall be the sole determiner of the qualifications.
- b. Overtime List
  - (1) The overtime list documents all overtime/compensatory time worked and/or charged, and assignments will be offered to the Unit employee with the least amount of overtime/ compensatory time, and will continue in ascending order based on the total amount of overtime/compensatory time hours charged to each Unit employee.
  - (2) Any Unit employee re-entering the overtime list will be charged the average number of overtime/compensatory time hours worked by all other employees on the list during the time the Unit employee was off the list. Unit employees new to the Memphis Detachment will have eight (8) hours of overtime/compensatory time added to the largest number of hours worked by a Unit employee in order to determine their place on the overtime list.
  - (3) The initial list will be generated on the last day of the last pay period prior to the effective date of this Agreement, and will be updated on a weekly basis. A copy of the list will be posted in a central location, and will reflect the number of overtime/compensatory time hours each individual has worked or has been charged.
  - (4) Overtime assignments will be offered, in order, to every qualified individual on the overtime list before mandatory assignments are made. Such mandatory assignments will also be assigned in the same order from the list. If no Unit employees volunteer for overtime assignments, the work may be offered to a non-Unit employee prior to a mandatory overtime assignment for a Unit employee.
  - (5) Specific overtime/compensatory time hours offered and declined will be charged to an individual as overtime/compensatory time worked. The hours that would have been worked will be added to the Unit employee’s total number of overtime/compensatory time hours.
  - (6) Unit employees who wish to not volunteer for overtime/compensatory time may request in writing to not be contacted to be offered overtime/compensatory time. In such cases, the Unit employee will be charged without being contacted.
- d. The Employer agrees to provide Unit employees with as much advanced notice as practical.
- e. Nothing in this Section 14.4 prevents the Employer, in times of in-service training, mission essential, or emergency overtime work requirements, from calling any Unit employees irrespective of the overtime list. Likewise, the Employer is not required to use the list to assign a Unit employee to work overtime/compensatory

time for expected short-term periods in conjunction with that Unit employee's shift. For either occasion, the hours worked will be added to the individual's total number of overtime/compensatory time hours recorded on the list.

f. The Employer is allowed to consider health and safety concerns when assigning overtime/ compensatory time.

g. A Unit Employee who is "called back" to the place of employment at a time outside of scheduled hours of work to perform unscheduled overtime work will be given overtime or compensatory time in accordance with FLSA regulations. When "called back" for overtime/compensatory time, the Unit employee will complete all necessary work related to the "call back" but will not be required to perform duties other than those of an emergency or mission critical nature. Overtime continuing from an employee's regularly scheduled tour of duty is not considered callback overtime.

### Section 14.5 Standby

Bargaining unit employees who are placed on standby duty shall be paid in accordance with all applicable laws and regulations

## ***Article 15 Leave***

### Section 15.1 General

a. Leave will be requested as far in advance as possible on a Standard Form 71 (SF 71). Approval of leave will be made by the Unit employee's immediate supervisor or other designated official. The Employer will provide the Unit employee a copy of signed SF 71.

b. The Employer may retract approval of all or portions of previously approved leave as necessary to accomplish mission requirements, but will make every reasonable effort before canceling approved leave.

c. If the use of Leave can not be anticipated, the Unit Employee will make every effort to request approval as soon as possible, but must do so within two hours after the start of the employee's normal tour of duty. Contact will be made with the Unit employee's immediate supervisor or other designated official.

### Section 15.2 Annual Leave

a. Normally Annual Leave requested will be approved except where conflicts in scheduling or undue interference with the work of the Employer would preclude it. Requested Emergency Annual Leave, infrequent in nature, will normally be approved except where conflicts in workload and mission requirements of the Employer would preclude it.

b. After considering workload, should a conflict occur in scheduling Annual Leave of one or more employees, the Employer will confer with the employees concerned to obtain mutual agreement to resolve the conflict. If this step fails, and in the absence of personal hardship as determined by the Employer, the person having the earliest service computation date (as recorded on the SF-50) will be granted the leave.

### Section 15.3 Sick Leave

a. Sick Leave shall be granted to employees when they are incapacitated for the performance of their duties due to illness, injury, or other valid medical reason. During periods of illness, Unit employees must call in and obtain leave approval from their supervisor or other designated official on a daily basis unless previously approved.

b. Sick Leave for medical procedures will normally be approved considering the mission requirements and the employee's needs. Unit employees shall submit requests for medical procedure sick leave in advance when practical. The Unit Employee may be required to provide medical justification for periods greater than four hours.

c. Normally, no medical certificates will be required for periods of illness lasting three workdays or less.

d. In individual cases where the Employer believes that a Unit employee is abusing sick leave privileges, the Unit employee will normally be counseled concerning the questionable sick leave record. If the counseling session does not bring about an improvement in the use of sick leave, the Unit employee will be notified in writing of the requirement to provide medical documentation.

## ***Article 16 Environmental, Safety, and Health***

### **Section 16.1 Union Participation**

The Union shall assign a Unit employee as their Environmental and Safety contact for Carderock Division, Naval Surface Warfare Center, Memphis Detachment. The Union Environmental and Safety contact shall participate on the Memphis Detachment Environmental, Occupational Safety and Health (EOSH) Council. The Union Environmental and Safety contact may participate in the site's annual Industrial Hygiene survey and assist the Memphis Detachment EOSH Manager in required annual, bi-annual, and follow-up workplace inspections. The Union Environmental and Safety contact may participate in annual program reviews of various OPNAV Programs. The Union Environmental and Safety contact may act as a liaison between Unit employees and the Employer concerning unsafe/unhealthful working condition reporting.

### **Section 16.2 Employee Rights**

- a. Unit employees have a right to request reasonable safety precautions/measures be taken in unique situations.
- b. Unit employees have a right to refuse to perform hazardous jobs in circumstances where the employee reasonably believes there is a real danger of death or injury and there is no time to resort to administrative action to remedy the danger.

### **Section 16.3 Lockers**

Unit employees issued personal protective equipment shall be provided a locker suitable for safe storage in reasonable proximity to their workplace.

## ***Article 17 Personnel Records***

### **Section 17.1 Official Personnel Records**

Unit employees shall have access to their personnel records in accordance with applicable laws and regulations.

## ***Article 18 Training and Career Development***

### **Section 18.1 General**

The Employer and the Union agree that training and development of all employees is necessary to improve the effectiveness and efficiency of the Memphis Detachment.

### **Section 18.2 Mission Critical Training**

To the extent practicable, cross training will be utilized to provide adequate training commensurate with workload and mission requirements. The Employer and Unit employees will make every reasonable effort to obtain and participate in formal and/or on-the-job training necessary to meet mission requirements and to improve individual performance, potential, and efficiency.

### Section 18.3 Identification of Training Needs

Training needs may be identified by Unit employees, the Employer, or other sources. The Employer may, upon request, discuss training needs of the organization with the appropriate Union Officials.

### Section 18.4 Training On Technological Change

In recognition of the impact of technological developments upon Unit employees, the Employer agrees to consider training for the introduction of new equipment and processes. As the Employer determines feasible, initial and refresher training will be provided to affected employees.

### Section 18.5 Employee Responsibilities

Each Unit employee should take maximum advantage of training and education opportunities which will add to the skills and qualifications needed to increase their efficiency. Unit employees are responsible for participating and making maximum effort in mission required training including safety, environmental, and health.

### Section 18.6 On-The-Job Training

The Employer agrees to provide on-the-job training where feasible and when resources allow for employees in accordance with mission requirements, law, and/or regulation. Time for structured technical training and cross-training will be allowed as scheduling, workload, and resources permit. All on the job training will be provided in support of current or future mission requirements.

### Section 18.7 Employee Development

The Employer will make reasonable efforts to work with individual Unit employees who wish to develop themselves through outside training.

## ***Article 19 Uniform Allowance***

### Section 19.1 Employer Responsibilities

The Employer shall maintain listings of the officially approved uniform items, and shall provide uniformed bargaining unit employees with a uniform allowance as required by law and regulation. The Employer will provide an initial uniform allowance in the first year of employment and replacement/maintenance uniform allowances in subsequent years of employment at the maximum amount allowable. The Employer will notify and discuss with the Union all proposed uniform changes prior to implementation.

### Section 19.2 Unit Employee Responsibilities

Uniformed Unit employees will properly maintain their uniforms.

## ***Article 20 Contracting Out Services***

### Section 20.1 Employer's Right

It is the Employer's decision and right to use independent contractors to perform work or services; to subcontract; or contract out the Employer's operation per laws and binding regulations that are applicable at the time a decision is made to contract out.

## Section 20.2 Union Notification

- a. The Union will be notified in writing when the Memphis Site Director learns that a study to contract out any bargaining unit employee's position is in progress or is to be conducted.
- b. The Employer shall notify the Union in writing of its intention to solicit bids for major contracts for work being performed by Unit employees or which will replace bargaining unit employees.
- c. The Employer will inform the Union of efforts to minimize displacement actions and actions necessary to retain unit employees who are adversely affected by contracting out actions.

## Section 20.3 Requested Information

The Union shall be provided all requested information concerning contracting out which is not prohibited by law, rules, or regulation.

# ***Article 21 Disciplinary and Adverse Actions***

## Section 21.1 General

- a. Disciplinary and adverse actions are the sole right of the Employer.
- b. All disciplinary and adverse actions involving bargaining unit employees shall be taken in accordance with applicable laws and government wide rules and regulations.

## Section 21.2 Terms

For the purposes of this Agreement:

- (1) Disciplinary actions are defined as letters of reprimand and suspensions of fourteen (14) calendar days or less.
- (2) Adverse actions are defined as suspensions in excess of fourteen (14) calendar days, removals, furloughs for thirty (30) days or less, or reductions in grade or pay.

## Section 21.3 Right to Appeal or Grieve

- a. A Unit employee may grieve a disciplinary action under the negotiated grievance procedures of Article 11 of this agreement. Disciplinary actions are not appealable to the Merit Systems Protection Board.
- b. A Unit employee may appeal an adverse action to the Merit Systems Protection Board. Adverse actions are not grievable under the negotiated grievance procedures of the agreement.

## Section 21.4 Representation

- a. Unit employees are entitled to Union representation in meetings, discussions, or investigations that may result in disciplinary or adverse actions taken against them. In actions appealable to the Merit Systems Protection Board, employees may elect to be represented by the Union, an attorney, or any other person they may choose.
- b. Written authorization containing the name(s) of representative(s), if any, relating to a disciplinary or adverse action must be submitted to the proposing official.

## ***Article 22 Position Descriptions***

### **Section 22.1 Content of Position Description**

The purpose of a position description is to officially describe, for pay and classification purposes, the predominant skills and duties particular to a position as determined by the Employer. A position description does not list every duty an employee may be assigned, but reflects those duties that are series and grade-controlling. As the sole right of the Employer to assign and direct the work of Unit employees, the Employer may assign duties to Unit employees necessary to carry out the mission of the Memphis Detachment. In the event the Unit employee is assigned additional continuing functions not covered by the Unit employee's position description, the Employer shall consider whether the Unit employee's grade level or series classification should be changed. In making major position description changes, the Employer will consider, to the fullest extent possible, the Unit employee's chosen career path in conjunction with the mission.

### **Section 22.2 Position Description Reviews, Audits, and Appeals**

Unit employees who believe their position descriptions do not reflect the principal duties and responsibilities of their position shall have the right to meet and discuss this matter with their supervisor. When differences concerning the accuracy of a position description cannot be resolved between the supervisor and the employee, the Unit employee shall have the right to request a formal desk audit. Should the formal desk audit reveal that the Unit employee is performing duties substantially beyond his/her current position description, the Employer may either change the position description or remove those duties from the individual.

### **Section 22.3 Classification Reviews, Audits, and Appeals**

Unit employees who believe their pay plan, job title, series, or grade is incorrect have the right to request a meeting to discuss this matter with their supervisor. When differences concerning the employee's classification cannot be resolved between the supervisor and the employee, the employee may request a formal desk audit. Should the desk audit fail to resolve the issue, the Unit employee may file a position classification appeal in accordance with governing regulations.

### **Section 22.4 Position Classification Standards**

Upon request to Human Resources of a Unit employee or his or her representative, position classification standards for any position shall be made accessible.

## ***Article 23 ISO 9000***

### **Section 23.1 Purpose**

The implementation of ISO 9000 is a Management Right retained by the Employer that pertains to the assignment of work. ISO 9000 requires work instructions, policies, and procedures which define how work is to be accomplished to ensure the quality of the product, and will normally have no impact on working conditions. All ISO procedures will be implemented on the effective date of the ISO documents.

### **Section 23.2 Impact on Working Conditions**

In the event an ISO document creates an operational change that has an impact on working conditions (as defined by 5 USC Chapter 71) of Unit employees, the Union may bargain the impact and implementation of such an operational change. The Union will notify the Employer in writing of its intent to bargain impact and implementation within sixty (60) calendar days of effective date of the new ISO document. Once the Employer has made a negotiability determination, the Employer and Union will meet within ten (10) calendar days from the date of the Union's notice

of intent to discuss impact and implementation issues. The Employer will provide the Union with a written decision regarding the impact and implementation within thirty (30) calendar days of the meeting.

### Section 23.3 Precedence

The Employer and the Union agree that this Agreement takes precedence over any ISO requirement.

## ***Article 24 Police Officer Shift Work***

### Section 24.1 Purpose of this Article

This Article 24 applies only to Police Officers who are Unit employees. The Employer maintains the right to determine shifts and schedule employees as necessary to meet the site's mission.

### Section 24.2 Normal Assigning of Shifts for Police Officers

The Employer maintains its right to assign work and to determine the personnel by which the Employer's operations shall be conducted. Four weeks prior to the end of a six-month assignment period, Police Officers may submit in writing to the Employer requests to change shift assignments. Before assigning shifts, the Employer will develop a list based on officer requests and established seniority based on their service computation date. The Employer will assign shifts using the seniority list, the qualifications of the Police Officers, and the needs of the mission. The shift assignments will be published and the Officers informed at least two weeks before the start of the shifts. The shift assignments will normally start at the beginning of the first full pay period. For the purposes of this Section 24.2, the six-month shift assignment periods are defined as January-June and July-December.

### Section 24.3 Changes in Shift Assignments

Nothing in this Article shall prevent the Employer from changing shift assignments at any time to meet mission requirements, the needs of the Navy, disciplinary purposes, or for special medical needs of the Unit employees. When personnel need to be moved to another shift, the members of the impacted shift will first be given the option of changing based on seniority (highest to lowest), and if necessary assigned based on the lowest seniority. Any officer wanting to change shifts for personal reasons may do so only if mutual agreement can be reached between themselves, another officer on the impacted shift, and their supervisor(s). Supervisory decisions disapproving requests for shift changes for personal reasons will be based on just cause (such as qualifications or disciplinary actions).

### Section 24.4 Newly Reporting Employees

Any new Police Officer reporting to the Employer shall be assigned as determined by the Employer for the first ninety (90) calendar days for training. After this period, the new Police Officer will be allowed to request his/her shift based on seniority in accordance with Section 24.2 for the next half-year cycle.

## ***Article 25 Distribution of the Agreement***

### Section 25.1 Printing.

The Employer agrees to provide, at its expense, the Union copies of this Agreement for each Unit employee and fifteen (15) additional copies. Any additional copies requested by the Union will be purchased at the Union's expense. The Employer will provide the Union one (1) electronic file copy of the final Agreement.

### Section 25.2 Distribution.

The Union will distribute copies of this Agreement to each Unit employee and each newly assigned Unit employee.



## ***Article 26 Scope of Agreement***

### **Section 26.1 Duration**

This Agreement shall remain in full force and effect for three years from the date of its approval by the Agency Head. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate, amend, or modify any provision of the Agreement is given by one party and received by the other not earlier than six (6) calendar months before the termination date and not later than four (4) calendar months before the termination date.

### **Section 26.2 Mid-Term Negotiations**

The Employer and Union agree to open the Agreement for collective bargaining for matters not covered in the original Agreement. Parties wishing to commence such negotiations, shall present all new articles in writing between seventeen (17) and nineteen (19) months after the effective date of the original Agreement.

### **Section 26.3 Approval**

This agreement shall be effective as of the date of approval by the head of the Agency in accordance with 5 USC 7114(c) or on the thirty-first (31st) day following execution of this agreement, whichever is sooner. Should the head of the Agency disapprove any provision(s) of this Agreement, the remainder of the Agreement provisions not effected by the disapproved provision(s) will become effective and in full force on the date of the head of the Agency's disapproval of such provision(s).

### **Section 26.4 Termination**

Termination of this Agreement will not in and of itself terminate the recognition granted to the Union. This Agreement shall terminate at the time the exclusive recognition granted to the Union is terminated.

### **Section 26.5 Separability**

If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or similar administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

### **Section 26.6 Modifications to the Agreement**

- a. This Agreement may only be modified or changed by the mutual agreement of the Employer and the Union.
- b. The Employer and the Union agree to collectively bargain changes to this Agreement when all of the following conditions are met:
  - (1) Proposed change to the Agreement is caused by a newly issued (within thirty (30) calendar days after the instruction is provided to the Union) NSWCC Carderock Division or Memphis Detachment personnel instruction; and
  - (2) The proposed change to the Agreement is within the scope of the actual changed areas of the instruction; and
  - (3) The proposed change to the Agreement either effects only articles of this Agreement which are applicable to the change in the instruction or is subject for a new article that is not covered by existing articles.

## Section 26.7    Scope of Bargaining

During the negotiations resulting in this Agreement, the Employer and the Union each had opportunity to make proposals with respect to any subject matter as to which 5 USC Government Organization and Employees imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the Employer and the Union agree to waive the right to bargain collectively over all matters whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the Employer and the Union during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Employer or the Union at the time this Agreement was negotiated and executed. This agreement contains the entire understanding, undertaking, and agreement of the Employer and the Union, after exercise of the right and opportunity referred to in the first sentence of this Section 18.7, and finally determines all matters of collective bargaining for its term.

## Section 26.8    Amendments to Agreement

Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Employer and the Union.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this *6th* day of *April, 1999*.

FOR THE UNION:

FOR THE EMPLOYER:

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HAROLD P. JULIAN  
AFGE, Vice-President, Local 3438  
Chief Negotiator

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LISA JOX-SILVERMAN  
Personnel Management Specialist  
Bargaining Team Member

APPROVED:

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DAVID M. FOSTER  
Site Director, Memphis Detachment  
Naval Surface Warfare Center,  
Carderock Division