

NEGOTIATED AGREEMENT

BETWEEN

THE NAVAL SUPPORT ACTIVITY MONTEREY BAY

AND

THE NAVAL POSTGRADUATE SCHOOL,

MONTEREY, CALIFORNIA

AND

THE NATIONAL FEDERATION OF FEDERAL EMPLOYEES LOCAL 1690

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ARTICLE 01
RECOGNITION AND COVERAGE OF THIS AGREEMENT

Section 1 Recognition

- 1.1. The Naval Support Activity Monterey (NSAM) and the Naval Postgraduate School (NPS), herein referred to as the “Agency” recognizes that the National Federation of Federal Employees (NFFE), Local 1690, herein referred to as the “Union,” is the exclusive representative of the nonprofessional General Schedule and Wage Grade Employees of NPS, and all nonprofessional Employees of NSAM.

Section 2 Exclusions

- 2.1. The following categories of Employees are excluded from the Bargaining Unit:
- a. All professional employees.
 - b. Management Officials.
 - c. Supervisors.
 - d. Casual hires.
 - e. Firefighters.
 - f. Non appropriated fund employees.
 - g. Confidential employees.
 - h. An employee engaged in personnel work in other than a purely clerical capacity.
 - i. An employee engaged in administering the provisions of the Federal Service Labor-Management Relations Statute.
 - j. Any employee engaged in intelligence, counterintelligence, investigative or security work which directly affects national security.
 - k. Any employee primarily engaged in investigation or audit functions relating to the work of individuals employed by the Agency whose duties directly affect the internal security of the Agency, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity.

ARTICLE 02 AGENCY RIGHTS

Section 1

- 1.1. Agency rights include, among other things, the right to:
 - a. Determine the mission, budget, organization, number of Employees and internal security practices of the Agency.
 - b. Hire, assign, direct, layoff and retain Employees in the Agency or to suspend, remove, reduce in grade or pay, or take other disciplinary action against Employees.
 - c. Assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Agency operations will be conducted.
 - d. Make selections for appointments from properly ranked and certified candidates for promotion or any other appropriate source.
 - e. Take whatever actions may be necessary to carry out the Agency mission during emergencies.

ARTICLE 03

EMPLOYEE RIGHTS

Section 1 Union Membership

- 1.1. Employees may join and assist the Union, or refrain from any such activity, freely and without fear of penalty or reprisal. Employee assistance may include participation in the management of the Union and/or acting for the Union as a Union Official or Union Steward.

Section 2 Right to Representation

- 2.1. Employees have the right to Union representation during any investigation or inquiry that may reasonably lead to disciplinary action being taken against them, in accordance with their Weingarten Rights.

Section 3 Designation of Representative

- 3.1. Employees have a right to designate a representative of their choosing for matters appropriate for representation. Employees will communicate in writing their intent to be represented to their Supervisor and Chief of Labor and Employee Relations (Chief LER). When an Employee designates the Union as their representative, management and the Employee in question will not discuss together the matter that led the Employee to seek representation, without a Union Representative present.

Section 4 Revocation of Designation of Representative

- 4.1. Employees may revoke in writing their designation of representative to their Supervisor and Chief LER.

Section 5 Miscellaneous Employee Rights

- 5.1. Employees have the right to bring matters of personal concern to the attention of appropriate Agency officials.
- 5.2. Employees have the right to contact their appropriate Union Official for solving workplace issues, provided their absence will not impair or seriously delay their performance, or their immediate work assignment.
- 5.3. Employees have the right to a safe and healthful work environment.
- 5.4. Employees will not be compelled to perform work that violates a law, or to participate in activities that may endanger themselves or others. If an Employee believes that the work assigned to them violates a law, rules, regulation, or this Agreement, they shall notify their Supervisor or a higher-level official within the Employee's supervisory chain. If the Employee feels that there has been a violation, the Employee may document this disagreement and refer the memorandum of record to the Union and appropriate official. This does not prohibit the Employee from filing a grievance under the Grievances Article of this Agreement after following the order.

- 5.5. When Employees receive conflicting orders, they shall follow the last order given without penalty provided that:
 - a. The Employee advises the official who issued the latest order that there is a conflict; and;
 - b. The Employee advises the official who issued the latest order, the name of the official who gave the first orders, and explains the conflict.
- 5.6. The Parties agree that Employees have a number of statutory rights, including, but not limited to, appeals to the Merit Systems Protection Board and actions under Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, Rehabilitation Act, Family Medical Leave Act, Uniformed Services Employment and Reemployment Rights Act and the Fair Labor Standards Act.
- 5.7. Nothing in this Agreement shall be applied or interpreted to deprive an Employee of their statutory right to file and maintain such actions in a court or with an administrative agency.

ARTICLE 04 UNION RIGHTS

Section 1

- 1.1. For the purpose of administration of this Agreement, the Agency agrees to recognize representatives of the NFFE National Office in lieu of or in addition to Local 1690 officials.
- 1.2. The Union shall have the right to represent Employees when responding to a proposed disciplinary action and at any stage of the grievance and arbitration procedure, when the Employee so requests.

Section 2

- 2.1. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Agency and one or more Employees or their representatives, concerning any grievance or any personnel policy or practices or other general condition of employment.

Section 3

- 3.1. The Agency recognizes the Union's right to data requisite to the fulfillment of their representational duties. The requested data that is normally maintained by the Agency in the regular course of business will be provided within seven (7) days upon demonstration of a particularized need except as provided by law or regulation.

Section 4

- 4.1. Employees will be offered a Union prepared informational flyer during their initial in-processing meeting.
- 4.2. The Union shall be provided fifteen (15) minutes prior to lunch at each new Employee Orientation (NEO) session to speak with Employees about this Agreement, the role of the Union, and how to become a Union member. Neither Party shall disparage the other at such sessions.

Section 5

- 5.1. The Agency recognizes the Union's right to distribute printed Union literature when not in a pay status to Employees.

ARTICLE 05 UNION OFFICIALS

Section 1 Recognition

- 1.1. For the purpose of administering this Agreement, the Agency agrees to recognize the following duly elected or appointed Union Officials, designated by the Union:
 - a. Union President.
 - b. Vice President.
 - c. Treasurer.
 - d. Secretary.
 - e. Chief Steward.
 - f. One Steward per every fifty (50) NPS Employees, and two (2) Stewards representing the NSAM Employees.

Section 2 Notice

- 2.1. The Union agrees to promptly notify the Chief LER in writing of the names, work locations, telephone numbers and areas of responsibility of duly elected or appointed Union Officials. No Union Official will be recognized until such notice is given. The Agency will provide a list of Union Officials to Supervisors. The Union will update this information as changes occur.

Section 3 Stewardship

- 3.1. The Union may designate Stewards in the various organizations having Employees in the Bargaining Unit. Upon request from either Party, Stewards and Supervisors may discuss informally, items of concern in the application of this Agreement to avoid misunderstanding and to deter complaints from either Party. The Stewards or other Union Officials may receive, investigate, prepare, and present Employee complaints, grievances or appeals during duty hours as long as all official time is approved, documented and properly recorded in the Agency's official timekeeping system. Stewards will be afforded a reasonable amount of official time in accordance with the Official Time Article of this Agreement. The Agency agrees to provide seven (7) day advance notification to the Union when placing stewards on special assignments, reassignments, and/or details from the work unit within which they normally work.

Section 4 Authorized Union Signature

- 4.1. The Union agrees that all official Union correspondence will be signed by the Union President or designated Union Official.

ARTICLE 06 OFFICIAL TIME

Section 1 Allocation and Request Procedures

- 1.1. The Agency recognizes that the Union Officials identified in this section have the responsibility for carrying out representational duties. The Agency agrees to grant the Union President up to 100% official time, the Union Vice President and Chief Steward up to 50% official time, Stewards up to 25% official time, for representational duties in accordance with law and this Agreement.
- 1.2. Requests for official time will be made to a Union Official's Supervisor, with a notification to the Chief LER, at least two (2) hours in advance and should include the following:
 - a. Proposed time away from office.
 - b. Nature of official time (i.e., representational, bargaining, formal discussion, etc.) and appropriate time-keeping coded will be annotated in an approved time and attendance system.
 - c. Anticipated time of return.

Section 2 Overtime and Credit Hours for Representational Duties

- 2.1. Union Officials may earn overtime for representational work in excess of their regular tour of duty (80 hours in a biweekly pay period) if they are in an already approved over-time pay status and the work in excess of 80 hours is assigned by the Agency.
- 2.2. Union Officials on flexible schedules may earn credit hours for representational work in excess of their regular tour of duty (80 hours in a biweekly pay period) provided that the representational duties in excess of 80 hours are assigned by the Agency.

Section 3 Official Time Disputes

- 3.1. Denials of official time will be provided in writing and contain a justification.
- 3.2. The Parties agree that they will work with the Supervisor and the Union Representative and attempt to resolve disputes over the approval of official time.
- 3.3. Should the Parties fail to reach an agreement over an official time dispute, they may seek redress through the grievance procedure or file an Unfair Labor Practice (ULP) as appropriate.

Section 4 Official Time for Representational Duties

- 4.1. The following are examples of representational duties for which official time is appropriate and will be granted:
 - a. Attendance at formal discussions initiated by the Agency concerning personnel policies practices, other general conditions of employment.

- b. Attendance at joint committees in which Union representatives are recognized members.
- c. Attendance at joint training to which the Union has been invited by the Agency.
- d. Participation in Union sponsored training authorized in this Agreement that has been determined by the Agency to be in the Agency's interest. Normally, fourteen (14) days' notice will be given to the Chief LER for all training requests. A late notice will not be the sole basis for denial of a training request.
- e. Time associated with mid-term bargaining.
- f. Attendance at oral replies and preparation of written replies to disciplinary or unacceptable performance actions under this Agreement.
- g. Assisting Employees in preparing, presenting, and processing grievances and preparing for and /or participating in arbitration and FLRA activities.
- h. Serving as a representative on a wage board survey.

Section 5

- 5.1. The Parties agree that official time spent toward collective bargaining will not count against total time allotted for union representational duties.

ARTICLE 07
UNION USE OF OFFICIAL FACILITIES

Section 1 Meeting Space

- 1.1. The Union is an authorized user of NPS meeting spaces and will have the right to reserve and use meeting space for Union meetings. The Union agrees to comply with all applicable security and housekeeping rules and agrees to leave the meeting space in good order.

Section 2 Membership Drives

- 2.1. Subject to availability, the Agency agrees to provide a reasonable amount of space for annual membership drives, at agreed upon locations that will provide access to Employees during break and lunch periods.

Section 3 Office Space

- 3.1. The Agency agrees to provide reasonable office space and furnishings to Local 1690 Union Representatives for carrying out representational duties. The minimum office space allocated to the Union will be 128 sq ft.

Section 4 Bulletin Boards

- 4.1. The Agency agrees to provide 17 by 11 inches of board space on bulletin boards for the exclusive use by the Union in all buildings where Employees congregate except the Cottages and the Exchange. Union postings will identify the Union as the source, e.g., by a NFFE logo. The Agency will inform the Union of any material it finds objectionable that is posted by the Union prior to removing it.

Section 5 Electronic Communications

- 5.1. When on official time, the Union may utilize the Agency's telephones, e-mail, intranet, computers, and faxes consistent with Agency security policies for all Employees.

ARTICLE 08

DUES WITHHOLDING

Section 1 Dues Withholding

- 1.1. The Agency will deduct Union dues from the biweekly pay of Employees who voluntarily authorize such deductions.
- 1.2. The Union shall be responsible for the procurement, distribution, and submission of Standard Form 1187 to the Employees involved and for completion of Section A thereon, including the certification of the current amount of the Union's regular dues to be deducted each biweekly pay period.
- 1.3. Union dues shall be deducted from an Employee's pay each pay period when all of the following conditions have been met:
 - a. The Employee either is a member in good standing of the Union or has signed up for membership in the Union, subject to the payment of his/her first month's dues through voluntary deduction as provide herein.
 - b. The Employee's compensation is regularly sufficient to cover the amount of the deduction.
 - c. The Employee has voluntarily authorized such a deduction on Standard Form 1187.

Section 2 Cancellation of Dues Withholding

- 2.1. A termination of dues withholding may be submitted to the Agency at any time. The Agency will promptly process properly executed Standard Form 1188s, which have been submitted by an Employee. An SF 1188 will be effective no earlier than one year from the effective date of the Employee's initial SF 1187.
- 2.2. The Agency will promptly process the termination of an Employee's voluntary dues deduction upon notification of any of the following:
 - a. Loss of exclusive recognition by the Union.
 - b. When the Employee leaves the Unit as a result of any type of separation, transfer, or other personnel action, (except temporary promotion or detail).
 - c. When the agreement providing for dues withholding is suspended or terminated by an appropriate authority.
 - d. When the Employee has been suspended or expelled from the Union, and the President of the Union or designee, has notified the Payroll Office in writing of such suspension or expulsion.

ARTICLE 09 JOINT MEETINGS

Section 1

- 1.1. The Parties acknowledge that periodic meetings are essential to a healthy labor-management relationship. Meetings between the Parties will encourage communication and the exchange of ideas.
- 1.2. The Parties agree that when pre-decisional input yields joint solutions accepted by the Parties that all bargaining obligations have been met. Joint solutions shall be memorialized in writing.
- 1.3. Meetings between the Parties are also an effective means of ensuring this Agreement has been properly implemented. Accordingly, representatives of the Parties will meet as required at the request of either Party.
- 1.4. The Parties will attempt to resolve general disagreements and seek joint solutions to labor-management issues as they arise. Questions arising over the interpretation and application of this Agreement will be addressed during joint meetings. By mutual agreement of the Parties, minutes will be taken upon request. Meeting minutes, when taken, will be exchanged between the Parties to ensure content accuracy.

ARTICLE 10

MID-TERM NEGOTIATIONS

Section 1

- 1.1. The Parties agree to meet at reasonable times and places to negotiate in a good faith effort to reach an agreement with respect to conditions of employment affecting Employees in the Bargaining Unit.

Section 2

- 2.1. When the Agency wishes to implement a change that affects conditions of employment of Employees which is subject to bargaining, the following procedures will apply:
 - a. The Agency will provide the Union with advance written notice of the intended change and the opportunity for bargaining as appropriate. The Agency notice will include a brief description of the proposed change, an explanation of how the change will be implemented, and the proposed implementation date.
 - b. Should the Union wish to bargain, it will submit written proposals within ten (10) days, and negotiations will commence within seven (7) days thereafter, unless the Parties mutually agree otherwise. Union failure to provide written proposals within the timeframe allotted will constitute a waiver of the Union's right to bargain.
- 2.2. The Agency shall delay implementation until an agreement is reached except as provided by law, emergency situations, government-wide, or Department of Defense (DOD)/Department of Navy (DON) policy. If an exception applies, the Agency shall continue to bargain on negotiable matters. Nothing herein constitutes a waiver by the Union to contest implementation through the ULP or grievance process.
- 2.3. If impasse has been reached, either or both Parties may seek the services of the Federal Mediation Conciliation Service. If the Mediation service does not resolve the impasse, the Union may seek the services of the Federal Service Impasse Panel within seven (7) days following the declaration of impasse. If impasse has been declared, the Agency shall delay implementation of its last proposal except as provided in the preceding section.
- 2.4. Union representatives will be granted a reasonable amount of official time to prepare proposals and attend Union meetings or bargaining sessions. The Union will be authorized no fewer than the number of Agency negotiators. All negotiations will take place on official time during normal duty hours in facilities provided by the Agency unless the Parties agree otherwise.

Section 3

- 3.1. If a proposal is declared non-negotiable by the Agency, the Union will have the right to challenge the claim of non-negotiability.
- 3.2. If it is subsequently determined that the proposal was negotiable, or if the Agency withdraws its allegation of non-negotiability, bargaining will resume within seven (7) days.

Section 4 Unfair Labor Practices (ULP)

- 4.1. To maximize settlement prospects the Parties agree that before filing a ULP, the filing Party will discuss the situation with the other Party in an attempt to settle the dispute.

ARTICLE 11 HOURS OF DUTY

Section 1 Preamble

- 1.1. This article provides specific information on the administration of hours of duty, overtime compensation, holiday pay, shift premium, and forms of alternative work schedules.

Section 2 Tour of Duty

- 2.1. The Agency has established a basic 80-hour, bi-weekly pay period. A full-time Employee is required to work, or otherwise account for, eighty (80) hours in a bi-weekly pay period. The work schedule may be altered due to mission requirements.
- 2.2. If an Employee is required to work beyond their scheduled tour of duty, or is recalled, the Employee is entitled to pay for work performed. All work performed outside the regular work schedule (credit hours, overtime, comp time) must be approved in advance by the Supervisor, or an authorized leave granting authority in the absence of the Supervisor.
- 2.3. When required as part of their regular duties, Employees will be entitled to the wash up time, tool storage time, dress-in dress-out, weapon draw and turn in, as part of their regular tour of duty.

Section 3 Lunch Period

- 3.1. Employees are entitled to a 30-minute lunch break once during the duty day, during which time the Employee is in a non-pay non-duty status. A lunch period will not be taken at either the beginning or the end of the day in a manner that changes the start or end time of an Employee's work schedule. When an Employee is required to forgo the lunch break during their tour of duty, the Employee is entitled to receive pay for work performed.

Section 4 Breaks

- 4.1. All Employees will be allowed two fifteen-minute paid rest periods (breaks) in each eight-hour tour of duty. Rest periods may not be combined with lunch or taken at either at the beginning or end of a tour of duty in such a manner that they allow for late arrival or early release.

Section 5 Smoke breaks

- 5.1. Additional smoke breaks beyond the two fifteen-minute breaks are not allowed. The Agency will provide education for smokers or refer the Employee to the Department of Navy's Civilian Employee Assistance Program (DONCEAP) for help as needed.

Section 6 Alternate Work Schedules

- 6.1. Alternate work schedules (AWS) are work arrangements in which an Employee completes the basic requirement for eighty (80) hours of work in a bi-weekly pay period in a manner which is different from the traditional fixed schedule. AWS take the form of fixed compressed work schedules or flexible work schedules. The Agency will encourage work

schedule flexibilities to the maximum extent practicable that benefit the mission and support cost savings. Use of these flexibilities will be coordinated between the Employee and Supervisor and approved at the Supervisor's discretion per the mission requirements. Employees must request an AWS in writing. The Agency will provide a written decision of approval or disapproval.

- 6.2. The Human Resources Office (HRO) website provides information about scheduling flexibilities available to the Employees.

Section 7 Accountability

- 7.1. Directorates, departments, and offices may establish a sign-in /sign-out system for Employees.

Section 8 Work Schedule Changes

- 8.1. Absent exigent circumstances, changes to work schedule will not be effectuated earlier than one pay period from date of notice of proposed change. To the extent practicable, changes to work schedules will commence at the beginning of a pay period. Work schedule changes will be provided to affected Employees in writing. Absent exigent circumstances, shift-based work units will post/distribute schedules in a public place two weeks in advance of scheduled work shift.

Section 9 Overtime

- 9.1. Overtime shall not be assigned as a punishment or reward. Before assigning an Employee to work mandatory overtime, the Agency will solicit volunteers from among qualified candidates. In the absence of volunteers, overtime will be assigned in reverse seniority order based on the civilian Service Computation Date, until all members of the work unit/shift have been assigned.
- 9.2. Supervisors will allow Employees to substitute for each other when overtime occurs, provided the substituting Employee is qualified in all aspects of the work to be performed, as determined by the Supervisor. Under this circumstance, the Employee relieved of overtime will have been considered as having worked the overtime for overtime allocation purposes.
- 9.3. Upon request, pertinent information concerning all overtime hours worked and declined shall be provided to Employees and the Union to aid in resolving specific complaints covering overtime distribution.
- 9.4. FLSA non-exempt Employees who are authorized shall receive overtime pay, in accordance with law and applicable regulations, unless the FLSA non-exempt Employee chooses to earn compensatory time.
- 9.5. When practicable, overtime shall be scheduled at least 72 hours in advance.

Section 10 Call Back

- 10.1. A call-back is unscheduled overtime work performed by Employees at their official or alternate worksite (approved telework location) on a day or at a time when no work was previously scheduled. Eligible Employees will receive a minimum of two hours overtime pay due to a call-back.

Section 11 Credit Hours

- 11.1. Credit hours are hours within a Flexible Work Schedule, that are in excess of an Employee's basic work requirement, which the Employee elects to work to vary the length of a workweek or a workday without incurring entitlement to overtime pay. Credit hours are worked at the election of the Employee but must be approved by the Supervisor in advance.

Section 12 Compensatory Time for Travel

- 12.1. Compensatory time for travel is earned by an Employee for time spent in a travel status away from the Employee's official duty station when such time is not otherwise compensable. Compensable refers to periods of time creditable as hours of work for the purpose of determining a specific pay entitlement e.g., certain travel time may be creditable as hours of work under the overtime pay provisions.

ARTICLE 12

ANNUAL LEAVE

Section 1 Annual Leave Usage

- 1.1. Employees may utilize annual leave in fifteen (15) minute increments.
- 1.2. Annual leave will be granted, subject to workload demands, in a manner which permits each Employee who wishes to take at least two (2) consecutive weeks of annual leave each year. Barring mission requirements, nothing precludes the rights of an Employee to take more than two (2) weeks of approved annual leave.
- 1.3. Employees' requests for annual leave will be approved, provided the request is presented with reasonable advance notice, subject to mission requirements.
- 1.4. Employees are encouraged to apply for extended leave (seven (7) days or more) at least 60 days in advance.
- 1.5. Leave requests and approval or denial will be made in writing. When a request for annual leave is denied, the Employee will be notified of the specific reason for denial in writing. The Supervisor will respond with an approval or denial within seven (7) days from the request date.
- 1.6. Employees may, upon request and with the approval of their Supervisor, change previously authorized annual leave to sick leave if the Employee qualifies for sick leave during the annual leave period.
- 1.7. Requests for annual leave for substantiated emergency reasons (e.g., serious illness or injury, death, significant loss of property) will be approved expeditiously, barring extraordinary mission requirements.
- 1.8. Annual leave requested for other situations beyond the Employee's control that require his/her personal attention will be given priority consideration and handled expeditiously.
- 1.9. Approved annual leave will not be cancelled except when dictated by mission requirements.

Section 2 Leave Scheduling

- 2.1. Employees and their Supervisors are jointly responsible for planning and scheduling Employees' annual leave throughout the leave year.
- 2.2. When scheduling conflicts occur, an effort should be made to resolve the conflict between the Employees involved. Unresolved conflicts will be settled by approving the request that was submitted in writing first.
- 2.3. Approved leave will not be cancelled because a request from a more senior Employee is received.
- 2.4. Established leave schedules will not be altered to accommodate a newly assigned Employee.

- 2.5. Employees may request leave periods be exchanged or swapped between Employees who perform the same duties. Supervisors may approve requests to exchange or swap leave requests among qualified Employees if the exchange or swap will not negatively impact staffing requirements.

Section 3 Advanced Annual Leave

- 3.1. Requests for Advanced Annual Leave will be given full consideration in accordance with law and government-wide regulation.
- 3.2. The Agency has established the following criteria:
 - a. The Employee has completed the probationary period.
 - b. The Employee has served more than ninety (90) days in the current appointment.
 - c. The Employee is eligible to earn annual leave.
 - d. The Employee is not on a current Letter of Requirement for leave abuse or suspected leave abuse.
- 3.3. Request for advanced annual leave should be initiated by the Employee on OPM Form 71, through their Supervisor, as soon as the need is identified. The Supervisor will facilitate an approved request by processing it in an expeditious manner.

ARTICLE 13
SICK LEAVE, FAMILY MEDICAL LEAVE ACT,
AND PAID PARENTAL LEAVE

Section 1 Preamble

- 1.1. Employees shall earn and be granted sick leave in accordance with applicable law, rules, and regulations. The Parties recognize the value of sick leave and will encourage Employees to conserve sick leave so it will be available to them in case of extended illness.

Section 2 Sick Leave Usage

- 2.1. Sick leave is a paid absence from duty. An Employee is entitled to use sick leave for the following purposes:
- a. To receive medical, dental, or optical examination or treatment.
 - b. When incapacitated for the performance of their duties by physical or mental illness, injury, pregnancy, or childbirth.
 - c. If health authorities or a health care provider determine that the Employee's presence on the job would jeopardize the health of others because of exposure to a communicable disease.
 - d. For certain adoption-related purposes.
 - e. Care for family members (Employees are encouraged to consult HRO to determine specific family member eligibility).
 - i. To provide care for certain family members incapacitated by a physical or mental condition or attend to a family member receiving medical, dental, or optical examination or treatment.
 - ii. To provide care for certain family members with a serious health condition.
 - iii. To make arrangements necessitated by the death of a family member or attend the funeral of a family member.

Section 3 Sick Leave Requests

- 3.1. It is the responsibility of the Employee to submit a sick leave request to their Supervisor for a qualifying reason for consideration and approval or denial. It is the Employee's responsibility to keep their Supervisor informed of their progress and to request additional leave as required, especially if the medical condition lasts longer than originally expected.
- 3.2. Sick leave requested for a qualifying reason shall be granted, if available, barring extraordinary mission requirements or suspected leave abuse.
- 3.3. Sick leave requests will be made by the Employee, or someone acting on the Employee's behalf in the event of incapacitation, to the Employee's Supervisor or the next Supervisor in the Employee's chain of command in the absence of the Employee's Supervisor.

- 3.4. Employees should schedule non-emergency medical, dental, optical, psychological, or alcohol/drug counseling appointments twenty four (24) hours in advance, as practicable, and should request sick leave twenty four (24) hours in advance of such appointments.
- 3.5. Requests for unanticipated sick leave shall be submitted prior to the beginning of the duty day but no later than two (2) hours after the tour of duty begins. An Employee who has not reported for duty or made a request for sick leave within two hours of the beginning of their shift will be carried in an Absence Without Authorized Leave (AWOL) status.
- 3.6. An Employee will not be penalized for inability to request sick leave when physically incapable of making a timely leave request due to incapacitation. Upon receipt of administratively acceptable documentation and a request for sick leave, the Employee's AWOL status will be converted to sick leave or an appropriate leave status.
- 3.7. If a request for sick leave is not granted, the Supervisor will notify the Employee as soon as possible.
- 3.8. Unless other arrangements have been made, requests for sick leave will be made on each day of absence.

Section 4 Administratively Acceptable Medical Documentation (AAMD)

- 4.1. Employees will not be required to furnish medical documentation to substantiate a request for approval of sick leave for three (3) consecutive workdays or less, unless the Supervisor suspects leave abuse or to substantiate medical incapacitation. Employees may be required to furnish medical documentation to substantiate a request for approval of sick leave for three (3) consecutive workdays or more. Administratively Acceptable Medical Documentation (AAMD) shall be provided by a health care provider, limited to prognosis, expected duration of incapacitation, and specific duty limitations, except for as provided by law or regulation.
- 4.2. An Employee seeking to return to duty status before the expiration of the duration of incapacitation listed in the AAMD, will provide AAMD clearing the Employee to return to duty.

Section 5 Sick Leave Abuse

- 5.1. When the Supervisor has reasonable grounds to believe that an Employee is abusing sick leave (for example, when sick leave is used frequently or in unusual patterns or circumstances), the Supervisor may inquire further into the matter and ask the Employee to explain. If reasonable grounds continue to exist for questioning an Employee's use of sick leave, the Employee may be placed on leave restriction for no more than six (6) months in duration. The notification will be in writing and inform the Employee that they will be carried in an AWOL status following each occurrence of sick leave until AAMD is provided. A notice of leave restriction will describe the frequency, patterns or circumstances which led to its issuance.

Section 6 Advanced Sick Leave

- 6.1. Advanced sick leave will be subject to the following:
- a. Requests for advanced sick leave should be initiated by the Employee on OPM Form 71, through their Supervisor, as soon as the need is identified.
 - b. The Employee has provided administratively acceptable medical documentation of the need for advanced sick leave.
 - c. The Employee is not subject to leave restriction; however, management may grant an exception in response to extraordinary circumstances.
 - d. A reasonable expectation that the Employee will return to duty and satisfy the advanced leave debt.
 - e. Advanced sick leave cannot be used until the Employee's accrued sick leave balance has been exhausted.
 - f. Advanced sick leave may be granted irrespective of the Employee's existing annual leave balance, however; consideration should be given requiring Employees to exhaust annual leave that would otherwise be forfeit.
 - g. For part-time Employees, the maximum amount of sick leave that may be advanced will be prorated according to the number of hours in the Employee's regularly scheduled administrative workweek.

Section 7 Family and Medical Leave Act (FMLA)

- 7.1. Eligible Employees are entitled up to a total of twelve (12) administrative workweeks of Leave Without Pay (LWOP) during any twelve (12) month period for:
- a. Birth of a son or daughter and care of the newborn.
 - b. The placement of a son or daughter with the Employee for adoption or foster care.
 - c. The care of a spouse, son or daughter or parent with a serious health condition.
 - d. A serious health condition of the Employee that makes the Employee unable to perform the duties of his or her position.
 - e. Any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.
- 7.2. Employees may elect, at their discretion, to substitute some or all LWOP with accrued Annual or Sick Leave, consistent with law, rules, and regulations for using such leave.
- 7.3. To invoke FMLA, Employees must provide a completed OPM Form 71 and Form WH380-E or WH380-F, as appropriate (or any Department of Labor successor forms) to their Supervisor.

Section 8 Paid Parental Leave

- 8.1. The Federal Employee Parental Leave Act (FEPLA) allows FMLA eligible Employees to substitute up to twelve (12) administrative workweeks of paid parental leave (PPL) for their unpaid FMLA entitlement in connection with the birth, adoption, or placement of a foster child, which results in the Employee assuming a parental role with respect to the newly-born or newly-placed child.
- 8.2. Paid Parental Leave will be subject to the following limitations:
 - a. Employee must be eligible for FMLA.
 - b. Employee must invoke FMLA.
 - c. Employee must sign a 12-week service agreement.
 - d. Must be used within one year of the birth, adoption, or placement of a foster child.
 - e. May be used intermittently.
 - f. An Employee is entitled to only one 12-week period of PPL in a 12-month period.
- 8.3. Procedure: Requests for PPL will be made in writing to an Employee's Supervisor and will include, at a minimum, a signed service agreement, OPM-71, Paid Parental Leave Request Form, and supporting documentation for birth or adoption.

Section 9 Privacy

- 9.1. The Agency will treat as confidential any medical information provided by an Employee to any agent or representative of the Agency in support of a request for sick leave, subject to the Privacy Act of 1974. A need to know does not extend to secretarial or administrative staff.

ARTICLE 14
LEAVE WITHOUT PAY AND MILITARY LEAVE

Section 1 Leave without Pay (LWOP) and Non-Pay Status

- 1.1. LWOP is a temporary, non-pay status and absence from duty. It must be requested by the Employee and approved in advance by the Supervisor. As with any leave request, the mission of the organization must be considered when granting a request for LWOP. Normally, an Employee must exhaust all annual leave before LWOP is considered or granted. Exceptions may be granted in individual cases of a meritorious nature. LWOP cannot be compelled.
- 1.2. Employees may be entitled to LWOP under certain programs, including:
 - a. Family Medical Leave Act of 1993.
 - b. Executive Order 5396, July 17, 1960, entitles disabled veterans to LWOP for necessary medical treatment for disabled veterans for their service-connected disabilities.
 - c. 38 U.S.C. § 2024(d) entitles Reserve and National Guard members to LWOP if required to perform military training duties.
 - d. 5 U.S.C. Chapter 81 entitles Employees to LWOP for limited periods if receiving injury compensation.

Section 2 Requests for Discretionary LWOP up to 40 hours

- 2.1. An Employee may request up to 40 hours of discretionary LWOP from their Supervisor in a variety of circumstances to include:
 - a. Training or continuing education that will be a benefit to the Agency.
 - b. Extended recovery time from serious illness or disability.
 - c. Personal court appearances.
 - d. Absences related to an on-the-job injury or occupational illness.
 - e. Military service when military leave has been exhausted.

Section 3 Requests for Discretionary LWOP in excess of 40-hours (Extended LWOP)

- 3.1. Employees must submit a request for extended LWOP through their Supervisor, via HRO LER, to the Chief Operating Officer (COO) for review and consideration. Except as provided for in paragraph (a) below, an extended LWOP request package must be submitted at least 14 days in advance.
 - a. Supervisors may approve up to 6 months of LWOP for military spouses, in 3-month increments, following execution of Permanent Change of Station orders.

Section 4 Impact to Benefits

- 4.1. Employees should consult the HRO or the DONCEAP for information regarding the impact of non-pay or nonduty status on benefits and entitlements. Impacts include but are not limited to:
 - a. Extending initial/Supervisory probationary/trial periods.
 - b. Extends time towards career tenure.
 - c. Payment of Federal Employee Health Benefits premiums.
 - d. Service computation date.
 - e. Retirement contributions.
 - f. Thrift Savings Plan contributions.
 - g. Leave accrual.
 - h. Service agreements (3R's).
 - i. Student Loan Repayments.
 - j. Reduction in Force.

Section 5 Military Leave

- 5.1. A Federal Employee who is a member of the National Guard or Reserves is entitled to 15 days (120 hours) of paid military leave each fiscal year for active duty, active-duty training, or inactive duty training. Military leave not used, accumulates for use in the succeeding fiscal year, not to exceed 30 days.
- 5.2. Employees must submit a leave request with a copy of their orders to their Supervisor prior to using military leave. A copy of the orders or appropriate documentation directing the Employee to active military duty, active-duty training, or inactive duty training must be forwarded to the Timekeeping Division before reporting for duty. Upon return from active-duty training, or inactive duty training, a certified verification of attendance indicating completion of training must be provided to the Supervisor.
- 5.3. Employees must return to a Traditional Work Schedule for the pay periods during which military leave is served.
- 5.4. Military leave is charged on a workday basis. No charge is made to non-workdays. If an Employee has a separate set of orders or orders which cover separate periods of time, with return to civilian status between the periods covered in the orders, military leave shall not be charged for the time the Employee is returned to civilian status.
- 5.5. Military leave may be taken intermittently, hourly, daily or all at once regardless of the number of training sessions. Employees and Supervisors are responsible for ensuring any military leave taken during a pay period is recorded accurately in the Agency's time and attendance system.

- 5.6. Employees are entitled to use any accrued or accumulated annual leave for periods of active military duty. Employees using annual leave will receive their full civilian pay, as well as compensation for their military service.
- 5.7. Reservists or National Guard members who perform military duty in support of civil authorities in the protection of life and property are eligible for an additional 22 workdays of military leave. Employees who perform full-time military service because of a call or order to active duty in support of a contingency operations are also entitled to 22 days of military leave.
- 5.8. Five Days of Excused Absence for Employees Returning from Active Military Duty.
 - a. Federal civilian Employees who are called to active duty in support of the Overseas Contingency Operations (OCO) are entitled to five days of excused absence upon their return from active duty in accordance with applicable law, rule, and regulation.

ARTICLE 15 HOLIDAYS

Section 1

- 1.1. Employees shall be entitled to all federal holidays that are now established by law and those that may be added by law, and all holidays designated by Executive Order.
- 1.2. The Agency agrees that work on established holidays will be kept to a minimum and that holiday work will be assigned only when it is essential to accomplish work which may not be interrupted, or to meet urgent workload commitments.
- 1.3. The Agency will not assign Employees to work on a holiday solely to avoid overtime work that otherwise would be performed on a day outside the basic workweek.
- 1.4. The Agency will, upon request, relieve an Employee from a holiday work assignment provided there is another qualified Employee, as determined by the Employee's Supervisor, available and willing to work.
- 1.5. An Employee who is required to perform any work on a designated holiday is entitled to pay for at least two (2) hours of holiday work.

ARTICLE 16
EXCUSED ABSENCE AND ADMINISTRATIVE LEAVE

Section 1

- 1.1. Administrative leave is an administratively authorized absence from duty without loss of pay or charge to leave. Administrative leave will be administered in accordance with applicable law, rule, regulation, and Agency policy.

Section 2

- 2.1. An Employee who is tardy for less than one (1) hour, or an Employee who needs to be absent from his assigned work for a period of less than one (1) hour, may be excused, without charge to leave or loss of pay, at the discretion of the Supervisor.

ARTICLE 17
ESSENTIAL SUPPORT STAFF

Section 1

- 1.1. The Parties agree that essential Employees are necessary to provide essential support operations. Essential support operations are those activities which the Agency determines cannot be interrupted or suspended during modified operations or closure. Examples may include cybersecurity, IT infrastructure operations, and protection of life and property.
- 1.2. The term essential Employee is used to designate those Employees who must report for work in emergency situations including, but not limited to, lapses in funding (furlough), and emergencies such as pandemics, severe weather, power outages, flooding, security concerns, and other emergencies.
- 1.3. Permanently designated essential Employees will be notified annually. Because of the unique circumstances of an emergency situation, the Agency may designate additional Employees as essential Employees who are also required to report for or remain at work. To the extent practicable, the Agency will provide written notification within seven (7) days of a determination that an Employee has been deemed essential due to an emergency or lapse in funding. The notice should include the requirement that essential Employees report for or remain at work in emergency situations and an explanation that dismissal or closure announcements do not apply to them unless they are instructed otherwise.
- 1.4. When modified operations or closures are declared, Employees providing essential support will be expected to report or remain on duty and will make every reasonable effort to report for or remain on duty, short of creating an unacceptable safety or health risk for themselves, beyond those risks generally associated with traveling under adverse weather conditions.
- 1.5. Essential Employees will not be penalized when prevented from reporting to or remaining on duty due to emergency conditions outside their control. The health and safety of Employees in these emergency situations is a matter of prime concern and the Agency will take all reasonable measures to protect Employee safety including, among other things, the use of telework as appropriate.

ARTICLE 18

SAFETY AND HEALTH

Section 1

- 1.1. The Agency shall provide and maintain safe working conditions for all Employees. To this end, the Parties will encourage Employees to work in a safe manner, to use available safety devices and equipment, and to detect and report unsafe conditions at the earliest possible time. The Agency will ensure the correction of hazards at the lowest possible working level, in accordance with all applicable laws, rules, and regulations, and Agency policy. The Parties agree to partner in a continuing effort to avoid and reduce the possibility of and/or eliminate accidents, injuries and health hazards associated with public safety.
- 1.2. The formation, and administration of Safety Councils or Committees shall have Union participation. The Union shall be given an opportunity to actively participate in any Safety Council or Committee.
- 1.3. Certain Employees (such as lab workers), will be allowed a reasonable amount of time to clean up as part of their regular tour of duty and not after hours. Employees will be allowed reasonable amount of time on the clock to draw and secure tools and equipment or take other actions required in the performance of their duties.
- 1.4. The Agency will provide personal protective equipment or safety devices and guards, and protective clothing appropriate to the work situation, where hazardous conditions exist. Employees will be required to use prescribed safety equipment, protective clothing, and/or personal protective equipment. Employees will not be required to perform hazardous duties without proper training and equipment.
- 1.5. Employees will be provided necessary on-the-job training, as determined by the Agency, on safety, including instructions on applicable safety rules and regulations to ensure a healthy and safe work environment. Such training shall include instructions in the proper work methods to be used, and proper use of required equipment. All Employees will comply with applicable safety rules and regulations.
- 1.6. When an Employee observes unsafe acts, equipment, conditions, or environmental conditions that represent industrial, health, or safety hazards, they will report the hazard to their Supervisor. Alternatively, they may make a report to the safety office, which may be anonymous. An Employee who desires to remain anonymous when reporting an unsafe or unhealthful practice or condition may do so by addressing a written report to the Safety Manager. No Employee will be subject to coercion, discrimination, or reprisal for filing reports of hazardous working conditions or for participating in other authorized activity under the Occupational Safety and Health program. An Employee who originates a report of an unsafe or unhealthful condition will receive a written determination from the Safety Office within ten (10) days of incident report.

- 1.7. The Parties agree that when Employees believe they have been 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. In situations verified by the Safety Manager to constitute an “imminent danger” in accordance with established safety criteria, the Agency shall stop all work, as applicable, and all Employees not required for abatement action shall be removed and immediate abatement action initiated. Once it is determined that no imminent danger exists, work will resume.
- 1.8. If a hazardous condition is verified by the Safety Manager that meets the requirement of a risk assessment code requiring a posting, a conspicuous notice advising Employees of the condition will be posted by the Agency in the immediate vicinity of the hazardous condition. These notices shall be posted until the condition has been abated.
- 1.9. An Employee that is dissatisfied with a safety determination, may meet with the Safety Manager, who will inform them of the appropriate steps to appeal the safety determination
- 1.10. Should it become necessary to evacuate a building or workspace, Employees will be evacuated to a safe area until the hazards have been removed. The Union will be notified as soon as practicable regarding the emergency situation.
- 1.11. If an Employee becomes injured or ill due to a safety related incident on the job, the Employee should follow these steps:
 - a. Immediately seek medical attention.
 - b. Notify their Supervisor or Safety Manager to initiate a mishap investigation.
 - c. Contact HRO for assistance with filing a Workers' Compensation claim.
 - d. Seek appropriate follow-up medical care through personal provider.
- 1.12. The provisions of this article will not be construed to exempt public safety officials from fulfilling their duties in emergency situations with inherent risks and hazards.

ARTICLE 19
WORKER'S COMPENSATION

Section 1

- 1.1. The Parties recognize that Workers Compensation is an important program and that every effort should be made to ensure that Employees have access to participation in the Workers Compensation process.
- 1.2. Should an Employee become injured on the job, or succumb to an occupational disease, they should take the following steps:
 - a. Seek appropriate medical attention
 - b. Inform their Supervisor as to the details of their injury/disease
 - c. Work with their HRO representative to provide written notice of injury/disease within thirty (30) days of the incident(s) given rise to a claim for continuation of pay.
- 1.3. Formal workers compensation claims must be filed within three (3) years of the incident given rise to the claim.

ARTICLE 20
AGENCY PROVIDED TOOLS, CLOTHING, AND VEHICLES

Section 1 Government Equipment

- 1.1. The Agency agrees to furnish all tools, and expendable supplies that are required to complete assigned work.

Section 2 Government Vehicles

- 2.1. The Agency agrees that all trucks and passenger-carrying vehicles that transport Employees shall be maintained in a safe operating condition. Such trucks and/or other vehicles shall have safe seating arrangements.

ARTICLE 21
EQUAL EMPLOYMENT OPPORTUNITY

Section 1

- 1.1. The Parties are committed to promoting equal opportunity through a positive, continuous effort involving management policies, programs, objectives, practices, and personnel with the objective of a workforce free from discrimination because of race, religion, gender, national origin, genetics, age, or disability, as provided by, and in accordance with DON policy and procedures.
- 1.2. The Agency will post, in conspicuous locations in the workplace, current contact information for its Equal Employment Opportunity (EEO) offices. The Agency will also provide detailed EEO guidance and information on the Agency's Intranet.
- 1.3. Employees may pursue alleged discrimination and EEO violations through the EEO statutory procedure, or the Grievances Article of this Agreement, but not both.
- 1.4. Generally, reasonable accommodation requests will be routed through the Supervisor to the EEO office and in accordance with local policy, laws, and regulations. The EEO office is available to assist Employees seeking reasonable accommodation.
- 1.5. Employees have the right to be represented by the Union during the EEO process, with official time usage subject to federal law, rule, and regulation.

ARTICLE 22

POSITION DESCRIPTION AND CLASSIFICATION

Section 1 Major Duties

- 1.1. Position Descriptions (PD) are based upon the primary duties and responsibilities assigned to a federal Employee appropriate to their job series and grade. Personnel regulations require that each position description accurately states the duties and responsibilities of that position. All positions with identical major duties will be covered by the same job title. The PD will be classified in accordance with the appropriate Office of Personnel Management (OPM) position classification or job grading standard.
- 1.2. Major duties represent the primary purpose for the position's establishment, govern the qualification requirements, and justify the title, pay plan, series, and grade level. A PD is considered adequate when it describes the major duties and responsibilities sufficiently to determine its proper classification. All major duties must be covered in the PD. Major duty is a group of tasks that is series or grade controlled, if they are:
 - a. Regular and continuing part of the job.
 - b. Performed 25% or more of the time.
- 1.3. Duties that require special training, performance, or credentials that are necessary to perform the job, will be reflected in the PD even if they are less than 25% of the Employee's time.
- 1.4. In instances where enduring Supervisory tasks are delegated to a non-supervisor, they will be delegated in accordance with applicable law, rule, regulation, and OPM policy. The delegated supervisory tasks will be clearly communicated to members of the affected work unit. If such delegations result in the performance of tasks beyond the Employee's PD, said Employee may request a desk audit.
- 1.5. Every PD will include the statement "Performs Other Duties as Assigned." This statement refers to duties that do not affect the position's title, grade or series and is limited to not more than 25% of the job requirement.
- 1.6. Each Employee will be supplied with a copy of their PD within thirty (30) days of the start of employment and/or whenever their PD changes. A copy of a current Employee's PD will be made available upon request, within fourteen (14) days.

Section 2 Position Description Reviews

- 2.1. Supervisors and Employees are encouraged to review the Employee's PD at least annually at the beginning of the rating cycle before placing an Employee on a performance plan.
- 2.2. Any Employee who believes they are performing duties outside the scope of their PD may make a written request to their Supervisor that their position be reviewed. The total aggregate timeframe for the process in steps b.-f. below will not exceed thirty (30) days, unless mutually agreed upon in writing by both Supervisor and Employee.

- a. Employee submits written request for PD review to include: (1) A summary of additional duties not described in the PD; and (2) documentation demonstrating the length of time such duties have been performed.
- b. The Supervisor and Employee meet to discuss the PD review; HRO Staffing may be brought into discussion as appropriate.
- c. If the Supervisor does not agree that a new PD is warranted, the Employee may file a grievance in accordance with the Grievances Article of this Agreement; the time between the initiation and resolution of the grievance does not count towards the thirty (30) day timeline.
- d. Should the Supervisor agree that a new PD is warranted, a draft PD will be prepared, taking into account the Employee's written and oral statements.
- e. Employee and Supervisor will meet to review prior to submitting the PD to HRO for review.
- f. Agreed upon PD will be submitted to HRO for review.
- g. Should the Employee and Supervisor fail to agree on a final revised PD, the Employee may file a grievance in accordance with Grievance Article of this Agreement.
- h. If unable to reach agreement on an updated PD through the negotiated grievance procedure, an Employee may file an appeal with OPM.

Section 3 Classification Determination

- 3.1. When an Employee believes that their position is improperly graded/classified, the Employee may submit a request for a classification determination to their Supervisor, which may result in a desk audit. A desk audit will include an interview with the Employee and the Supervisor to obtain information about the type and complexity of the work. Desk audits may result in upgrade, downgrade or no change at all and may affect similarly situated Employees.
- 3.2. The Employee may have a union representative present at any discussions between the Employee and Supervisor/management related to a classification determination.
- 3.3. Upon request to an Employee's Supervisor, an Employee is entitled to a status update, with a projected completion date, every sixty (60) days following the acceptance by HRO Staffing of a PD for classification determination.
- 3.4. If the Employee is not satisfied with the local classification determination they may appeal to OPM without fear of reprisal or prejudice.

Section 4 Accretion of Duties

- 4.1. If an Employee's position is reclassified to a higher grade level, the Employee will either be given the opportunity to compete for the reclassified position or a determination may be made that the Employee's position may be non-competitively accreted.

ARTICLE 23 MERIT PROMOTION

Section 1

- 1.1. The Parties recognize the inherent value of merit promotion as a means of recognizing and promoting Employees. The Merit Promotion plan, as provided by DON policy, and the Management Identification of Candidates (MIOc) process is a means of promoting highly qualified internal candidates in the most efficient and effective way possible, without submitting an open position to full external recruitment.
- 1.2. Usage of the MIOc is subject to the following conditions:
 - a. A qualified candidate pool (of two or more candidates in the same or related occupations at or one level below the position being filled).
 - b. The identification of An Area of Consideration (work unit, organization code, or UIC).
 - c. Direct knowledge of an Employee(s) work and qualifications.
 - d. Clearance of the Priority Placement List.

When the above conditions are met, selecting officials are encouraged, but are not required, to request use of the MIOc process.

- 1.3. MIOc opportunities will be open for no less than seven (7) days. MIOc announcements are subject to the Priority Placement Program, therefore promotion from within, while preferred, cannot be guaranteed.

ARTICLE 24

PERFORMANCE MANAGEMENT

Section 1 Preamble

- 1.1. Performance Management is an integrated process by which the Agency involves its Employees in improving organizational effectiveness in the accomplishment of its mission and strategic goals. Performance management consists of: performance planning, monitoring Employee performance, evaluating Employee performance, and recognizing and rewarding Employee performance.
- 1.2. The Parties agree that performance management is central to the development of a high-performance culture. Supervisors and Employees are partners in the creation of performance plans that foster high performance and create an environment where all Employees have the opportunity to excel and reach their highest potential. Employee and Supervisor engagement that provides an opportunity for Employee input is the first step in establishing ongoing communication and understanding of performance expectations and organizational goals.
- 1.3. Performance discussions are private discussions between an Employee and a Supervisor; however, the Parties recognize the positive role that the Union can play toward encouraging fully successful performance and positive outcomes. When an Employee is placed on a Performance Improvement Plan (PIP), management may seek opportunities to partner with the Union toward encouraging fully successful performance.

Section 2 Performance Plan

- 2.1. Each Employee must have a written performance plan established and approved within thirty (30) days of the beginning of the appraisal cycle or the Employee's assignment to a new position or set of duties. During the initial performance discussion, Employees and Supervisors will review current performance elements and standards for accuracy and ensure that expectations have been clearly communicated.
- 2.2. Employee input into performance elements and standards will be given due consideration. Performance plans will clearly document for each Employee how expected outcomes and results are linked to the organization's goals and objectives, and how the Employees' performance will be measured, to the degree practicable, using Specific, Measurable, Achievable, Relevant, and Timely (SMART) criteria throughout the appraisal cycle.

Section 3 Performance Discussions and Progress Reviews

- 3.1. Supervisors and Employees will engage in two-way performance discussions throughout the appraisal cycle. They will meet, at a minimum, for the following:
 - a. initial performance plan to discuss performance expectations.
 - b. progress review at the approximate midpoint of the performance cycle to communicate the Employee's performance as measured against the performance standards.

- c. final appraisal to communicate a rating of record by assessing the Employee's performance against the performance elements and standards.
- 3.2. Additional progress reviews are highly encouraged throughout the cycle. Either Employees or Supervisors may initiate performance discussions at any time during the appraisal cycle.
- 3.3. Employees will provide written input about their performance accomplishments for Supervisors to consider in evaluating each of their performance elements and overall performance accomplishments.
- 3.4. The Parties agree that it is important that the Supervisor/Employee relationship encourages early recognition and resolution of declining or unacceptable performance that could lead to a rating of unacceptable performance. Additionally, Supervisors may identify an Employee's need for training or developmental opportunities in order to enhance the knowledge, skills and abilities related to the Employee's job performance.

Section 4 Ratings of Record

- 4.1. When making performance determinations, the Parties agree that fairness is central to the success of any performance appraisal program. Ratings of record shall be made without regard to any factor not related to an Employee's performance. Ratings of record also shall take into consideration mitigating factors over which the Employee has no control but could affect accomplishment of the Employee's performance standards, such as weather, pandemics, a lack of resources, etc.
- 4.2. An Employee must have been on an approved performance plan for at least ninety (90) days before they may be given a rating of record.
- 4.3. In order to receive a performance rating, Union Officials must work for a minimum of ninety (90) days performing the duties for which they were hired.
- 4.4. An unacceptable rating of record must be reviewed by a higher-level reviewer, who may approve or change that rating.
- 4.5. The negotiated grievance procedure contained within this Agreement shall be used to request reconsideration of a rating of record.

Section 5 Rewarding Performance

- 5.1. The Parties agree that timely Employee recognition is an integral part of a healthy performance management system. Performance-based awards provide a means to recognize and reward Employee accomplishments and contributions based upon an Employee's final rating of record. See the Awards Article for further information on this topic and other incentives that may be used to recognize outstanding Employee contributions.
- 5.2. Colleagues and Supervisors outside the work unit may make recommendations to Supervisors regarding Employee achievements which may go unnoticed.

Section 6 Addressing Performance Issues

- 6.1. When declined performance is detected, the following actions should be taken by the Supervisor:
 - a. Clearly communicate to the Employee in a written progress review that current performance fails to meet the performance standards described in the performance plan and provide clear guidance as to what is needed in order for the Employee to improve.
 - b. Provide specific examples of what and how work has not met expectations, as well as examples of work that would meet expectations.
 - c. Offer appropriate assistance, which may include ideas of where the Employee may go to obtain additional assistance or training, if applicable.
 - d. Provide closer supervision and feedback. This may include more frequent reporting, special assignments, or on-the-job training.
- 6.2. The Agency may consider reassignment to a vacant position of the same grade, if available, for which the Employee is qualified and has demonstrated the effort, willingness, and aptitude, to perform the duties of that position, and where there is a reasonable belief that the Employee may perform at a fully successful level in the reassigned position.
- 6.3. Unacceptable performance is generally addressed by an action initiated under 5 USC 4303, but may be addressed via 5 USC 75. Once an effectual step is made by management to pursue either a Chapter 43 or 75 action, the election shall be made and management agrees to not vacillate between administrative venues.

Section 7 Performance Improvement Plan

- 7.1. If an Employee is rated unacceptable in one or more performance elements, a Supervisor will place the Employee on a written PIP after the following conditions have been met:
 - a. Employee received a written notification of unacceptable performance in a form of a written progress review.
 - b. Employee was given an informal opportunity to improve following completion of a progress review. The informal improvement period will run until a date set by the Supervisor or the end of the rating cycle.
- 7.2. The PIP shall include:
 - a. Elements in which performance is unacceptable and a description of unacceptable performance.
 - b. Actions the Employee must take in order to demonstrate fully successful performance, in SMART format, as practicable.
 - c. A performance opportunity period to improve that shall be no less than sixty (60) days.

- d. A statement of possible consequences for failure to demonstrate fully successful performance including removal, reassignment, or a reduction in grade.
- 7.3. The Parties agree that during the formal performance opportunity period:
- a. The Supervisor and the Employee will meet every two weeks, at a minimum, to discuss performance and to provide appropriate assistance. Assistance may include, but is not limited to, counseling, closer supervision, training, frequent progress reviews, memoranda written to the Employee explaining ongoing errors and how to correct them, assistance with organizing workload, and samples of acceptable work products.
 - b. Supervisors and Employees are encouraged to take notes during meetings and document issues and recommendations discussed.
 - c. A Supervisor may extend the formal performance opportunity period by written notice prior to the end of the opportunity period.
- 7.4. After the successful completion of a PIP, a Supervisor may provide follow-up counseling and additional training to assist Employees who demonstrated willingness and aptitude to maintain fully successful performance.
- 7.5. Within fourteen (14) days following the end of the performance improvement plan, the rating official will notify the Employee in writing whether or not the Employee's performance has improved to the fully successful level.
- 7.6. When an Employee demonstrates unacceptable performance in an element that is not the subject of their current PIP, the supervisor may extend their current PIP or begin a new PIP, whichever option is most likely to encourage fully successful performance.
- 7.7. Should a PIP be modified to include additional performance elements and standards, it must also be modified with regard to the objectives that must be met in order to receive a fully successful rating, and the 60-day timeline must be reset.

Section 8 Actions Based on a Successful PIP

- 8.1. An Employee who has demonstrated fully successful performance after completing a PIP, will be informed in writing of their successful completion of their assigned PIP.
- 8.2. Failure to maintain fully successful performance in a critical element identified in the PIP within one (1) year of the establishment of the PIP, may result in removal, reassignment, or reduction in grade.

Section 9 Actions Based on a Failed PIP

- 9.1. If an Employee fails to improve during the opportunity period provided in the PIP, the Supervisor will propose one of the following actions:
 - a. Reassignment
 - b. Reduction in grade, or

- c. Removal.
- 9.2. An Employee whose reduction in grade or removal is proposed for unacceptable performance is entitled to:
- a. Thirty (30) day advance written notice of the proposed action, which identifies the specific basis (i.e., critical performance objectives) for the proposed action including specific instances of unacceptable performance.
 - b. The right to representation. The Employee must inform the deciding official, in writing, of the representative's name.
 - c. A reasonable time, not to exceed fourteen (14) days, to answer orally and/or in writing, and to provide witnesses and work product or other evidence to challenge the proposed action.
 - d. All documentation relied upon in support of the Agency's proposed action.
- 9.3. A decision to reassign an Employee will be effective at the earliest date practicable following the decision to reassign.
- 9.4. Decisions stemming from a failed PIP will be given to the Employee in writing. The decision will specify the action to be taken, the effective date, and the Employee's right to appeal an adverse action, or to grieve actions that are grievable, but not both.

ARTICLE 25

AWARDS

Section 1 Preamble

- 1.1. The Parties recognize the importance of awards and recognition as an effective tool to foster a culture of high-performance. The Parties agree that Employee recognition should be carried out in a timely and expeditious manner (preferably within 14-days of achievement), not just at the end of the annual performance rating cycle.
- 1.2. Employees are encouraged to make recommendations to Supervisors regarding co-worker achievements which may go unnoticed.
- 1.3. Awards are used to recognize individual or team achievements that contribute to meeting organizational goals, improving the efficiency of the service or the Agency, or is otherwise in the public interest. Awards take the form of cash, time off, honoraria, or some combination of these incentives.

Section 2 NPS Awards Pool

- 2.1. NPS Awards will be drawn from an established awards pool and overseen by an Awards Board to ensure fairness in the awards distribution process. One half (1/2) of this pool will be set aside for performance awards and the other half (1/2) of this pool will be available for non-performance based awards. Both the performance-based and non-performance based awards pools may be combined following the allocation and execution of either all ratings based or all non-ratings based awards. Organizations are strongly encouraged to utilize all awards funds allocable to them for Employee recognition.

Section 3 Performance Awards

- 3.1. A performance-based award (commonly known as a ratings-based award) recognizes an Employee's performance over an entire rating period. The award must be based on a rating of record of "fully successful" or higher and supported by a performance narrative that substantiates the award.
- 3.2. Performance award processing delays greater than ninety (90) days from the close of the performance cycle, due to circumstances outside the agency's control, will be communicated to the workforce.
- 3.3. Like other Employees, Union Officials who perform agency work at least ninety (90) days and receive a rating of record are eligible to receive performance awards.

Section 4 Quality Step Increase (QSI)

- 4.1. The purpose of a QSI is to recognize excellence in performance by granting an accelerated step increase. To be eligible, an Employee must:
 - a. Currently be paid below the maximum step of his/her grade
 - b. Have a most recent rating of record of Level 5 – Outstanding

- c. Have demonstrated sustained performance of high quality for a significant period of time
- d. Have not received a QSI within the preceding 52 consecutive calendar weeks.

Section 5 Non-Rating Based Awards

- 5.1. Non-ratings based awards include: Special Act, Service, On-the-Spot, Superior Accomplishment, Beneficial Suggestion, Invention and Honorary awards. They may also include command emphasis programs such as Employee of the quarter/year, as well as innovation-based recognition. These awards are particularly appropriate for rewarding Employee efforts that might otherwise go unrecognized.
- 5.2. Special Act Awards. Awards used to recognize a group or individual effort that goes beyond expected job performance such as an outstanding achievement.
- 5.3. On-the-Spot Awards. Awards designed to quickly recognize and provide immediate reinforcement of one-time achievements by Employees that have resulted in service of an exceptionally high quality and quantity. On-the-Spot Award amounts will be commensurate with the nature of the service or act being recognized.
- 5.4. Time-Off Awards. An award in which time-off from duty is granted without loss of pay or charge to leave and for which the number of hours granted is commensurate with the Employee's contribution or accomplishment.
- 5.5. Beneficial Suggestions Awards. This award recognizes individuals or groups for ideas that benefit the Government. A beneficial suggestion is a constructive idea submitted in writing.
- 5.6. Honorary Awards. An award in which the recognition device is an award of a honorific value, e.g., a letter, certificate, medal, plaque, pin, or item of nominal value.

Section 6 Essential Employees

- 6.1. Essential Employees, as defined in the Essential Support Staff article of this Agreement, will be given special consideration for on-the-spot and other awards for performance during modified operations.

ARTICLE 26

TRAINING AND DEVELOPMENT

Section 1 Preamble

- 1.1. In recognition of the advantages to the Agency and the Employees, the Parties agree to mutually promote training and development opportunities for the Employees. Educational and development opportunities will be based upon the job requirements, the needs of the Agency, Employee interest, availability of funds, and an Employee's approved Individual Development Plans (IDP), see the Individual Development Plan article of this Agreement.

Section 2 Training and Development

- 2.1. The training and development of Employees is important in carrying out the mission of the Agency.
- 2.2. Employee training and development will be administered in accordance with all applicable laws, rules, regulations, DON policy, and the provisions of this Agreement.
- 2.3. Either Employees or managers may initiate discussion of individual training needs.
- 2.4. When new occupational categories are established, that would abolish occupational categories currently held by Employees, management will seek to reassign qualified candidates into the new occupational category and offer training as required to assist in their transition.
- 2.5. Employees may contact the HRO for information and counseling on the availability of training programs.
- 2.6. Employees shall not bear the cost of Agency-mandated training and certifications required to perform their assigned duties.
- 2.7. The Parties agree to encourage career development to include temporary assignments of higher graded work, and where appropriate, commensurate higher graded temporary promotions.

ARTICLE 27
CIVILIAN ACADEMIC DEVELOPMENT PROGRAM

Section 1

- 1.1. The Parties recognize the intrinsic value of education and its positive effect on personal and professional development as well as its effectiveness as a retention and incentive tool. It is presumed that taking a course or the attainment of a certificate or degree will enhance the Employee's ability to contribute to the Agency mission.
- 1.2. NPS Employees with a desire to continue their education at NPS are encouraged to work with their Supervisors to utilize the Civilian Academic Development (CAD) program. Supervisors and Employees are encouraged to incorporate Employee education and training, including required training, into existing IDPs.

ARTICLE 28
INDIVIDUAL DEVELOPMENT PLAN

Section 1

- 1.1. An IDP is a tool used to assist Employees in career development. Its primary purpose is to help Employees create, document, plan for, and achieve short and long-term career goals, as well as improve competencies. An IDP is not a performance evaluation tool or a one-time activity. It involves preparation and continuous feedback.
- 1.2. IDPs should be developed through collaboration of Supervisors and Employees and should focus on targeted proficiency levels, identifying specific needs for new or refined competencies, continuing education, professional development, and organizational, functional, or occupational training required to improve performance. If an Employee is on a formal training plan, the Employee may attach such plan to the IDP as a supplement.
- 1.3. The Parties agree that there must be a relationship between the competencies that the developmental activities are intended to provide and the Employee's assigned duties and career goals.
- 1.4. The Agency should base approval of training, educational, and professional development activities for Employees on their IDPs.
- 1.5. Employees will reassess their IDPs at least annually and adjust as necessary.
- 1.6. IDPs do not imply or provide a guarantee of requested training.

ARTICLE 29
WELLNESS PROGRAM

Section 1

- 1.1. The Agency will maintain a Wellness Program that promotes physical fitness, mental well-being, and healthy lifestyles.
- 1.2. The Agency will appoint a Wellness Coordinator who will be responsible for implementing wellness command sponsored activities.
- 1.3. The Agency will offer at least two (2) wellness command sponsored wellness activities per calendar year.
- 1.4. Supervisors are highly encouraged to approve to utilize workplace flexibilities including flexible scheduling requests that allow Employees to engage in wellness activities.
- 1.5. Special consideration will be granted to Employees seeking to participate in activities and courses related to tobacco cessation, stress reduction, mental health, particularly those offered through the DON Civilian Employee Assistance Program (DONCEAP).

ARTICLE 30
CIVILIAN EMPLOYEE ASSISTANCE PROGRAM

Section 1 Preamble

- 1.1. The Parties recognize that problems of a personal nature may have an adverse impact on job performance and that coordinated effort between labor and management is vital to the success of the Civilian Employee Assistance Program. Therefore, the Parties pledge their full support for the Department of the Navy's Civilian Employee Assistance Program (DONCEAP).
- 1.2. DONCEAP provides contact and referral services, including within the local community, to the Employee or their household members, in areas such as financial, substance use, family, health and well-being, and job concerns. Employees may contact DONCEAP to receive immediate assistance, 24 hours a day, 365 days a year, and can obtain information and resources online. Additional information may be obtained from the Employee's Supervisor or HRO.

Section 2 DONCEAP Postings

- 2.1. The Parties agree to publicize the DONCEAP so that Employees may be aware of, and participate in, such programs.

Section 3 DONCEAP Participation

- 3.1. Employees can make initial contact with the DONCEAP during duty time. 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.
- 3.2. The Employee's job security and promotional opportunities shall not be jeopardized as a result of the Employee participating, or declining to participate in, the DONCEAP or a referral service, unless as required due to participation in a Safe Harbor program, as part of a disciplinary action, or settlement.

Section 4 Confidentiality

- 4.1. 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 other than to verify attendance or completion. Information obtained with the Employee's consent from such counseling and treatment programs may not serve as the basis for a disciplinary action unless required to enforce the law, or terms of last chance, or Safe Harbor agreements.

ARTICLE 31 TELEWORK

Section 1 Preamble

- 1.1. The Parties agree that telework is a discretionary workplace flexibility that fosters work-life balance. Telework is not an entitlement. It may be utilized to meet mission requirements, ensure Continuity of Operations Planning (COOP) during emergencies, recruit and retain outstanding talent, and enhance efforts to employ and accommodate people with disabilities. Telework may also benefit the environment by reducing traffic congestion, parking problems, energy consumption, and pollution.
- 1.2. The Agency shall offer appropriate telework opportunities to all eligible Employees whose position is deemed telework eligible and whose performance, conduct, assignment, mission, and other relevant personnel factors are suitable to allow participation, provided that the technological components and equipment are available and in place, that the Employee has access to all required Agency system, and sensitive materials, including Personally Identifiable Information (PII), can be safeguarded.
- 1.3. The Parties acknowledge that telework must be accomplished in a manner that has no negative effect on mission accomplishment or requires the modification or elimination of an Employee's essential function/duties. Eligible Employees may participate in the telework program to the extent practicable, absent diminished Employee performance or documented misconduct. Both unsuccessful performance ratings and documented misconduct shall disqualify Employees from telework, for a period of one year, or a shorter period of time, if deemed appropriate by the Employee's Supervisor
- 1.4. Teleworkers will receive the same treatment and opportunities as non-teleworking Employees in regard to work assignments, awards and recognition, development opportunities and promotions.

Section 2

- 2.1. Telework options:
 - a. Routine: Also known as "regular and recurring" telework, is an approved work arrangement where an eligible Employee works at a management-approved alternative work site on a regularly scheduled, ongoing, and recurring schedule. Employees must report to the regular worksite at least two days per biweekly pay period. The Employee may be recalled to the regular worksite based on mission or operational needs, or other reasons as determined by the Supervisor. If recalled, the Employee must report as soon as possible, but no more than two hours, absent approved exigent circumstances.
 - i. Light Telework: Routine (regular and recurring) telework of one to four days per biweekly pay period.
 - ii. Substantial Telework: Routing (regular and recurring) telework of five to eight days per biweekly pay period.

- b. Situational: Telework that is approved on a case-by-case basis. Situational telework includes telework in support of special work assignments, special circumstances, during inclement weather or an emergency (including personal and family emergencies), temporary medical conditions when an Employee is fully capable of performing assigned duties but unable to commute/work at traditional worksite, and/or as part of a COOP. The Employee may be recalled to the regular worksite based on mission or operational needs, or other reasons as determined by the Supervisor. If recalled, the Employee must report as soon as possible, but no more than two hours, absent approved exigent circumstances.

2.2. Other Alternate Worksite Arrangements

- a. Remote Work: An approved work arrangement where eligible Employees perform assigned official duties and other authorized activities at an approved alternative worksite, within (local remote work) or outside (distant remote work) the local commuting area of the regular worksite, and are not expected to physically report to the regular worksite on regular and recurring basis. Remote work is not telework but should follow telework policy principles unless superseded by official DON guidance.

Section 3 Eligibility

- 3.1. Position Eligibility: The Parties agree that some positions are not eligible for telework. Telework may not be appropriate for positions requiring daily on-site activity; daily access to classified materials; face-to-face personal contacts that cannot be handled at an alternative worksite; hands on contact with machinery, equipment, or vehicles; or direct contact with colleagues.
- 3.2. Employee Eligibility: The Parties agree that not all Employees are eligible to telework. At a minimum, the Employee's official duties must be capable of being performed, in whole or in part, at a management-approved alternate worksite without security risks or impairment to the mission. The Employee must also occupy an eligible position and not be excluded from participation by mission, law, government-wide rule or regulation (e.g., unresolved security issues or expired clearance, a position that requires the Employee's presence at their duty station on a daily basis). Telework may not be appropriate for Employees serving within a probationary period; recently assigned or newly appointed to trainee or entry-level positions; whose performance or conduct warrants closer supervision or whose rating of record is below fully successful; who violate applicable Agency policies.

Section 4 Participation

- 4.1. Participation in the telework program is voluntary, and an Employee may choose to discontinue a telework arrangement at any time, except for when telework is mandated in response to an emergency, i.e., a pandemic or other national, regional or local emergency.
- 4.2. Telework may not be used for dependent or family care, except as allowed by DOD policy.
- 4.3. Telework requires Supervisory approval, and completion of requisite telework and Personally Identifiable Information training in the Agency approved human resources

information system. An Employee is not authorized to telework without an approved DOD telework agreement (DD Form 2946) in place with the current Supervisor.

- 4.4. All requests for telework must be submitted by the Employee to the Supervisor via the Agency approved human resources information system after completing the requisite training. The Supervisor will respond to the request within ten (10) days. DD Form 2946 for each request can be generated using the Agency approved human resources information system where the request was submitted.
- 4.5. A telework request may be denied by the Supervisor. A telework agreement may be terminated at the discretion of the Supervisor or at the Employee's request. When an Employee's request to telework is denied or an agreement is terminated by the Supervisor, the reasons for denial or termination should be documented in writing and given to the Employee. Denial or termination of telework agreements should be based on business reasons (e.g., the telework agreement fails to meet the organization's needs or the Employee's performance and/or conduct does not meet the prescribed standard).
- 4.6. All telework agreements will include approved work schedule to include start and stop times, anticipated in-person meetings/training, general telework assignments and other conditions as deemed necessary by the Supervisor.
- 4.7. In instances where an Employee is unable to complete all of their essential duties from an approved alternative worksite, Employee and Supervisor will clearly delineate the Employee's offsite assignments of work after determining that a telework arrangement remains in the Agency's best interest.
- 4.8. Telework agreements will remain in effect for no more than two years, unless superseded by DON policy, but can be established for lesser periods and may be reviewed or adjusted more frequently. Employees must submit a new telework request if there is a change in work schedule, telework schedule, duties, position, alternative worksite, or Supervisor within fifteen (15) days of the change. When the new request is submitted following a change of Supervisor and the Employee submits the same terms as those found on his or her prior telework agreement, the Supervisor shall agree to those terms in the absence of changes in mission requirements, Employee performance or conduct, the needs of the work unit, e.g., office coverage, or loss of telework eligibility.
- 4.9. Employees will remain current on all other mandatory training for the duration of their telework agreement. Failure to do so may result in cancellation of the agreement.
- 4.10. Employees must use approved appropriate technology and abide by applicable Agency policy, which addresses technology, security, and related issues.
- 4.11. Employees are responsible for the success of the arrangement and must continue to be attentive and responsive to their colleagues, customers, and Supervisor. This includes information sharing, regular communication, and being consistently available.
- 4.12. Supervisors may provide direction to teleworking Employees regarding other contact requirements such as changes to voicemail messages, number of times daily required to

check voice mail, email contact, phone contact, and other requirements as directed by their Supervisor. The Parties recognize that the nature of telework may result in reasonable inquiries or communications to the teleworker not made to the staff as a whole.

- 4.13. Reliable internet connectivity must be maintained when working from a management-approved alternative worksite. If issues with connectivity arise, the Employee must inform the Supervisor immediately. Employees who experience equipment failure must also immediately report the situation to their Supervisor and work with the Agency's technology assistance center to create a helpdesk ticket. A work stoppage caused by equipment or connectivity issues, in excess of one hour in duration, will result in the requisite return of the Employee to the regular worksite until issues are resolved.
- 4.14. Call-back does not entitle an Employee to an alternate telework day. However, Supervisors may authorize an alternate telework day at their discretion.

Section 5

- 5.1. Teleworkers are in a duty status when teleworking and are expected to have the resources necessary to perform their jobs and concentrate on official duties without interruption. Employees may not use duty time for any purpose other than performing Agency-assigned work. Union Representatives are authorized to use duty time while teleworking to perform duties that are approved for official time.
- 5.2. Pay, leave laws, regulations, and procedures, as well as other articles in this Agreement, shall apply to Employees while teleworking.
- 5.3. Employees who telework must be at their approved alternative worksite during their scheduled tour of duty. Time spent in a telework status must be accounted for and reported in the same manner as if the Employee reported for duty at the regular worksite.

Section 6 Changes to Telework Agreements

- 6.1. Telework agreements may be altered, suspended, or terminated, based upon mission or operational requirements, business reasons, emergencies, Employee performance or conduct.
- 6.2. Telework agreement cancellations will be documented on Section IV of the telework agreement (DD Form 2946) in the Agency approved human resources information system.

Section 7 Definitions

- 7.1. For purposes of this Article, terms contained herein have been defined:
 - a. **Alternative Worksite:** A place away from the regular worksite that has been approved for the performance of assigned official duties. It may be a private home or other approved worksite.
 - b. **Official Worksite:** Approved location where Employees regularly perform their duties. If an Employee physically reports to the regular worksite at least two days per biweekly pay period, the regular worksite is the official worksite. If an Employee is not routinely

- required to report to the regular worksite at least two days per biweekly pay period, then the official worksite is the alternative worksite. For pay and travel purposes, the Employee's official worksite shall be used to calculate entitlements.
- c. Regular Worksite: The primary worksite of the employing organization where an Employee would work absent a telework or remote work arrangement.
 - d. Telework: A work arrangement where an eligible Employee performs assigned official duties and other authorized activities during any part of regular, paid hours at an approved alternative worksite.
 - e. Teleworker: An Employee (i.e., permanent, part-time, temporary) who works at an approved alternate worksite either on a situational or routine basis.
 - f. Remote Work: An approved work arrangement where eligible Employees perform assigned official duties and other authorized activities at an approved alternative worksite, within (local remote work) or outside (distant remote work) the local commuting area of the regular worksite, and are not expected to physically report to the regular worksite on regular and recurring basis.
 - g. Telework Agreement: A written agreement between an Employee and a Supervisor using the DD2946 that outlines the terms and conditions of the telework arrangement.

ARTICLE 32

DISCIPLINARY AND ADVERSE ACTIONS

Section 1 Preamble

- 1.1. The Parties agree that the objective of discipline is to correct Employee misconduct. Additionally, they agree to the concept of progressive discipline when appropriate, which is designed primarily to correct and improve Employee behavior. A common pattern of progressive discipline is reprimand, short term suspension, long term suspension, and removal. When appropriate, progressive discipline will be preceded by counseling. Letters of caution may be used to determine the degree to which the Employee was on notice that their conduct was inappropriate. Letters of caution will not be recorded in the Employee's Electronic Official Personnel Folder (eOPF). The Parties agree that it is important that the Supervisor/Employee relationship encourage early recognition and resolution of potential conduct situations that could lead to disciplinary or adverse action.
- 1.2. Disciplinary action will be administered in accordance with the applicable law, rules, and established DON guidance. Disciplinary actions will not be punitive; they should serve as a deterrent to unacceptable conduct.
- 1.3. When possible, discussions involving disciplinary or adverse actions will be conducted privately and in such a manner as to avoid embarrassment to the affected Employee.

Section 2 Inquiries and Misconduct Investigations

- 2.1. Prior to initiating an adverse or disciplinary action against an Employee, the Agency shall ascertain through an informal management inquiry or a formal investigation that there is sufficient evidence to justify the contemplated action.
- 2.2. An Employee has a right to have a Union Representative present during the examination of the Employee in connection with such investigation if:
 - a. The Employee reasonably believes that the examination may result in disciplinary action against him/her; and
 - b. The Employee invokes Weingarten Rights by requesting the Union representation.
- 2.3. To the extent practicable, the official(s) conducting an inquiry or investigation will try to obtain information directly from the affected Employee, before contacting potential witnesses.
- 2.4. To the extent practicable, inquiries and investigations will be completed in a timely manner.
- 2.5. Management will respond in a timely manner to queries regarding the status of an inquiry or investigation into an Employee's conduct.
- 2.6. Management will notify the subject of an investigation within thirty (30) days of its completion.

Section 3 Alternative Discipline

- 3.1. The Parties recognize that alternative discipline may provide an opportunity to better manage caseloads, reduce administrative costs, and rehabilitate Employees for productive Government service. The option to enter into an alternative discipline agreement is voluntary.
- 3.2. Examples of alternative discipline agreements include, among other things, arrangements such as last chance agreements, written apologies, and suspensions held in abeyance. The Parties may offer suggestions for alternative discipline to the deciding official. Employees will not be required to make a decision about an offer of alternative discipline before receiving a written decision on the proposed discipline.

Section 4 Informal Actions

- 4.1. Counseling, verbal or written warnings, and letters of caution and/or requirement, are informal in nature, and will not be placed in the Employee's eOPF. Letters of caution and expectation will include language clarifying that they are not considered formal discipline. The Employee will be given a copy of any written warnings or letters of caution and/or requirement.
- 4.2. Counseling and warnings shall be conducted privately and in a respectful manner.

Section 5 Formal Disciplinary Actions

- 5.1. All Employees as defined in 5 USC 7511 (a)(1) are entitled to due process.
- 5.2. When Management becomes aware of potential misconduct or misconduct by an Employee, the Employee will be contacted as soon as practicable and instructed to discontinue the misconduct.
- 5.3. Management will not knowingly allow instances of misconduct to continue for the purpose of increasing the severity of a potential penalty.
- 5.4. When discipline is initiated, it will be within a reasonable time period after the incident in question, or after Management knew or reasonably should have known of the incident.
- 5.5. The Employee and/or representative will be granted a reasonable amount of official time to prepare a reply to any proposed disciplinary action.
- 5.6. Management will provide in writing the specific reasons for the proposed discipline. Upon request, the agency will provide the Employee and/or representative, within seven (7) days, all documentation relied upon to support the proposed action.
- 5.7. Deciding officials will consider the case file, any oral or written replies (or both). Time limits for the Employee's response may be extended upon written request. Deciding officials will consider the relevant Douglas Factors prior to making a penalty decision.

Section 6 Letters of Reprimand

6.1. Letters of Reprimand will contain:

- a. Description of the misconduct for which the Employee is being reprimanded.
- b. Corrective actions Employee needs to take to prevent additional disciplinary actions.
- c. Notice of grievance rights.
- d. Notice that, upon request from the Employee, the Agency will remove the issued Letter of Reprimand from all records maintained by the agency and request removal of records from repositories that the agency has knowledge of and or access to, after one (1) year from the issuance of discipline, barring further misconduct for which the Employee was reprimanded.

Section 7 Suspensions of 14 Days or Less

7.1. If management proposes to suspend an Employee for fourteen (14) days or less, the following procedures shall apply:

- a. The Employee will be given fourteen (14) days to respond orally and/or in writing, with or without Union representation. The Employee will have the opportunity to furnish affidavits and other documentary evidence in support of their response.
- b. Extensions of the time period may be granted by the deciding official if requested in writing by an Employee or designated representative. The Parties recognize that workload and other extenuating circumstances beyond the Employee's control (e.g., workload, complexity of issue) are a valid basis for a request for an extension.
- c. The Employee may be represented by the Union. The Employee may also be represented by an attorney, or other representative. The Employee will name their representative, in writing, to the deciding official referenced in the proposed suspension. If the Employee is not being represented by the Union, the Union has a right to have an observer present.
- d. The deciding official shall issue a final written decision after consideration of the Employee reply, if any, or after the expiration of the reply period.
- e. The deciding official may decide to:
 - i. Withdraw the proposed discipline.
 - ii. Institute a lesser discipline.
 - iii. Institute the proposed discipline.
 - iv. By consent of the Parties, impose alternative discipline.

Section 8 Adverse Actions

- 8.1. Adverse Actions are suspensions of more than fourteen (14) days, removals, and furloughs of thirty (30) days or less.
- 8.2. A letter proposing an adverse action will contain the following:
 - a. Specific reasons for the proposed action and will advise the Employee of the right to representation.
 - b. A statement affirming the Employee's right to receive copies of the materials relied upon in support of the proposed disciplinary action, upon request.
 - c. The effective date of the adverse action will not be specified in the proposal notice.
- 8.3. If the proposed action is taken, it will become effective no earlier than thirty (30) days from the receipt of the proposed action.
- 8.4. The Employee will have fourteen (14) days from the receipt of the notice to reply either orally or in writing (or both) to any proposed adverse action and to present reasons why the proposed disciplinary action should not be taken, and to furnish affidavits and other documentary evidence.
- 8.5. The deciding official shall issue a final written decision after consideration of the Employee reply, if any, or after the expiration of the reply period.
- 8.6. Extensions of the time frames established in this Article may be granted by mutual consent of the Parties. The Parties recognize that workload and other extenuating circumstances beyond the Employee's control (e.g., workload, complexity of issue) are a valid basis for a request for an extension.
- 8.7. When the Agency proposes an adverse action, and the Employee informs the deciding official in their oral or written reply of a serious problem of a personal nature which may have contributed to their misconduct, and the Employee is undergoing treatment for said problem, the Agency will consider placing the decision in abeyance for a period of time while the Employee:
 - a. Participates in and successfully completes the prescribed program or course of treatment, and
 - b. Maintains acceptable conduct, attendance, and performanceSuccessful treatment and the maintenance of acceptable conduct, attendance and performance will be a significant mitigating factor in determining the Agency's response to the Employee's misconduct.
- 8.8. The Employee may be represented by the Union. The Employee may also be represented by an attorney, or other representative. The Employee will name their representative, in writing, to the deciding official referenced in the proposed action. If the Employee is not being represented by the Union, the Union has a right to have an observer present, unless the Employee objects.

- 8.9. The deciding official shall issue a final written decision containing the specific reasons for the decision as soon as practicable but no sooner than the expiration of the Employee reply period. The Agency shall deliver the notice of decision to the Employee at or before the time the action will be effective and advise the Employee of appeal rights.
- 8.10. The deciding official may decide to:
- a. Withdraw the proposed discipline.
 - b. Institute a lesser discipline.
 - c. Institute the proposed discipline.
 - d. By consent of the Parties, agree to alternative discipline.

Section 9 Appeals

- 9.1. Decision letters that uphold an adverse action will inform the Employee of their right to appeal to the Merit Systems Protection Board (MSPB), or to the EEOC, or through the negotiated grievance procedure, but is only entitled to a single venue. The Employee will be deemed to have exercised their option to raise the matter under one of the above procedures at the time the Employee timely files a written grievance or files a notice of appeal. If the Employee chooses to use the negotiated grievance procedure, they must represent themselves or be represented by the Union.

Section 10 Stays of Action

- 10.1. The effective date of a suspension may be stayed up to fourteen (14) days from the date of the decision letter, at the discretion of the deciding official, upon request of the affected Employee and upon demonstration of financial or personal hardship.

Section 11 Records

- 11.1. Employees will be afforded access to any closed discipline files maintained by the agency pertaining to the Employee to the extent permissible under the Privacy and Freedom of Information Acts.

ARTICLE 33 GRIEVANCES

Section 1 Preamble

- 1.1. This article provides for the orderly and sole procedures for the processing of all grievances of Employees and the Parties to this Agreement, subject to the exclusions listed in Section 4 of this article.
- 1.2. Most grievances arise from misunderstandings which can be settled promptly and satisfactorily on an informal basis at the first-line Supervisory level. The Parties agree that every effort will be made by Management Officials, the Union, and grievant(s) to settle grievances at the lowest possible level in a prompt, orderly and fair manner that will maintain the mutual respect of Employees and Supervisors and is consistent with the principles of good labor relations management. Employees have the right to file a grievance without fear of intimidation or reprisal. The Employees' right to privacy will be protected to the degree practicable and the grievance will only be shared with those Management Officials with a need to know.
- 1.3. A written grievance will contain the following:
 - a. A detailed description of the basis for the grievance including times, dates, alleged violation(s) and other pertinent information requisite to a clear understanding of the allegation(s).
 - b. Requested remedy/relief.

Section 2

- 2.1. Employees using the negotiated grievance procedure will be represented by an individual appointed by the Union unless they do not desire such representation, in which case the following apply:
 - a. The Union will not be representing the Employee for the purpose of this grievance, and will not be responsible for any outcome reached without Union representation.
 - b. Settlements reached directly with the Employee without Union approval will be of no precedential effect.
 - c. The Union will be given the opportunity to have an observer present during the grievance proceeding; and will be informed of any settlement of formal grievances.
 - d. The Union will respect the Employee's wish NOT to have Union representative present during the grievance proceedings.
 - e. The Agency's decision at the step of the grievance procedure preceding arbitration is the final and binding decision.
- 2.2. Attendance at grievance meetings, exclusive of arbitration, will be limited to the grievant, the grievant's representative, the deciding management official, and a HRO LER representative.

In the event the grievant's representative is not a Union Representative, a Union observer may also attend the grievance meeting. The Parties may by mutual consent have a reasonable number of witnesses who possess relevant and pertinent knowledge called upon to present facts or information bearing directly on the matter(s) being grieved and which will contribute to its resolution. Witnesses, excluding the grievant, shall not be present during the testimony of other witnesses.

- 2.3. When grieving or appealing actions or alleged actions, an Employee may elect to file a grievance, or an action under an appropriate statutory procedure, but not both. In such cases, the Employee shall be deemed to have exercised the option at such time as the Employee timely initiates an action under the statutory procedure, or timely files a grievance in writing in accordance with this Agreement.

Section 3

- 3.1. A grievance means any complaint:
- a. By any Employee concerning any grievable matter relating to the employment of the Employee.
 - b. By the Union concerning any grievable matter relating to the employment of any Employee.
 - c. By any Employee, the Union, or the Agency, concerning:
 - i. The effect of interpretation, or a claim of breach, of a Collective Bargaining Agreement.
 - ii. Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

Section 4

- 4.1. Listed below are matters which are expressly excluded from this article and the Arbitration article of this Agreement:
- a. Any claimed violation of subchapter III of Chapter 73 of Title 5 of the U.S. Code (relating to prohibited political activities).
 - b. Retirement, life insurance, or health insurance.
 - c. A suspension or removal under Section 7532 of Title 5 U.S. Code (which is in the interest of national security).
 - d. Any examination, certification, or appointment.
 - e. The classification of any position which does not result in the reduction in grade or pay of an Employee.
 - f. The identification of performance elements and the establishment of performance standards.

- g. Requirement to take a fitness for duty examination; consistent with 5 CFR 339.301.
- h. Decisions of Office of Workers' Compensation Programs and of the Employee's Compensation Appeals Board on injury compensation cases.
- i. Letters of caution or expectation.
- j. An action which terminates a temporary promotion within a maximum period of two years.
- k. Termination of any time limited appointment.
- l. Termination of probationary Employee.
- m. Nothing herein shall mean or be interpreted as depriving probationary or other Employees of any right provided by law, including recourse to the Merit Systems Protection Board, Equal Employment Opportunity Commission or Office of Special Counsel.
- n. Security procedures.
- o. Personnel actions as the result of a Reduction in Force.
- p. Non-adoption of a suggestion; disapprovals of quality step increases, performance awards or any other kinds of discretionary or honorary awards.

Section 5 Employee Grievances

- 5.1. Preamble: The following procedures are available to assist Employees in resolving grievances in a timely and efficient manner. A grievance (either formal or informal or both) must be initiated within fourteen (14) days after the Employee first became aware or should have become aware of the occurrence, incident, act, or omission giving rise to the grievance.
- 5.2. Step 1 (Informal)
 - a. Employees are strongly encouraged to engage their Supervisor in an attempt to informally resolve any grievable matter before initiating a formal grievance.
- 5.3. Step 2 (Formal)
 - a. A formal grievance will be presented in writing to the Employee's second-level Supervisor, or a designee with commensurate or higher rank and authority. A copy will also be forwarded to the Chief LER.
 - b. If a meeting is requested as a part of the formal filing, the Step 2 official will arrange a meeting with the Employee and/or representatives within five (5) days of the receipt of the grievance. If a meeting is held, the official will respond with a written decision within ten (10) days after the meeting. If a meeting has not been requested, the official will respond with a written decision within ten (10) days after the receipt of the grievance. Such decision will grant, modify, or deny the remedy requested. If the remedy sought is modified or denied, the reasons will be provided in writing.

- c. If the Step 2 official does not grant the remedy requested, the decision will provide the grievant with the name and contact information of the Step 3 official, should the grievant choose to continue with grievance process.

5.4. Step 3 (Formal)

- a. If the grievance is not settled to the satisfaction of the grievant in Step 2, the grievant may appeal to the third line Supervisor, or a designee with commensurate or higher rank and authority, within seven (7) days of receipt of the Step 2 decision.
- b. The grievance package will include a copy of the original grievance. If a meeting is requested as a part of the formal filing, the Step 3 official shall arrange a meeting within five (5) days of the receipt of the grievance. If a meeting is held, the official will respond within ten (10) days after the meeting. If a meeting has not been requested, the Step 3 official will respond within ten (10) days after the receipt of the grievance package. The Step 3 official will issue a decision in writing, granting, modifying, or denying the remedy requested. If the grievance is not settled to the satisfaction of the Employee in Step 3, the Union may refer the matter to arbitration in accordance with the Arbitration Article of this Agreement.

- 5.5. Time limits in this article may be extended by mutual written consent of the Parties.

Section 6 Group Grievances

- 6.1. Group grievances filed by, or on behalf of, Employees on the same issue, involving the same incident or management action within the same Department or Directorate, will be consolidated and provided to the Chief LER for presentation to the deciding official.
- 6.2. Group grievances must be filed within twenty-one (21) days of the date of the incident or act giving rise to the grievance, or the date the grievants should have become aware of the incident or act giving rise to the grievance.
- 6.3. NPS group grievances will be adjudicated by the COO (Directorates) or the Office of the Provost (Academic Departments). NSAM group grievances will be adjudicated by the NSAM Operations Officer.
- 6.4. If a meeting is requested as a part of the formal filing, the Chief LER shall arrange a meeting within fourteen (14) days of the receipt of the grievance. If a meeting is held, the deciding official will respond within thirty (30) days after the meeting. If a meeting has not been requested, the deciding official will respond within thirty (30) days after the receipt of the grievance package.
- 6.5. Grouping grievances currently in process with later occurring incidents will not extend the time frame for any respective grievance.

Section 7 Party Grievances

- 7.1. Party Grievances are grievances filed by the Union against the Agency or grievances filed by the Agency against the Union.
- 7.2. The Parties may file a grievance against each other concerning the effect of interpretation, or a claim of breach, of a Collective Bargaining Agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment within the Bargaining Unit as a whole.
- 7.3. The procedure for filing Party grievances is as follows:
 - a. Step 1: A written Party grievance will be filed by either Party within twenty-one (21) days from the date of the incident or act giving rise to the grievance, or the date the aggrieved Party becomes aware of the incident or act giving rise to the grievance
 - b. Step 2: The Union President and the Chief LER will meet within seven (7) days of receipt of a written grievance in an attempt to resolve the matter.
 - c. Step 3: If the matter is unresolved, the Parties will coordinate with Federal Mediation Conciliation Service (FMCS) with seven (7) days of the step 2 meeting, to schedule non-binding mediation in a good faith effort to resolve the matter.
 - d. Step 4: If the matter is unresolved following mediation, NPS party grievances will be submitted to the NPS Dean of Students (DOS). The DOS will render a decision in writing to the Parties within thirty (30) days. NSAM party grievances will be submitted to the NSAM Operations Officer. The NSAM Operations Officer will render a decision in writing to the Parties within thirty (30) days.
 - e. Step 5: If the aggrieved Party is not satisfied with the decision, it may elect to enter binding arbitration in accordance with the provisions of the Arbitration Article of this Agreement.

Section 8 Grievability

- 8.1. Grievability disputes: A dispute of grievability must be raised prior to substantive negotiations over the merits of the grievance. Nothing in this Agreement will impede the rights of the Parties to appeal to the Federal Labor Relations Authority (FLRA), the Federal Impasse Board, FMCS or a mutually agreed-upon arbitrator to settle a grievance dispute. If the Parties elect to submit a grievability dispute to arbitration, a dispute of grievability will be a threshold issue before the arbitrator, who shall decide that issue first, following the expedited arbitration procedures. In the event it is necessary for the arbitrator to take evidence, every effort will be made to do so telephonically or electronically and to issue a bench decision so as to minimize costs to the Parties. It is the mutual expectation of the Parties that not more than one day (including preparation and decision writing), will be required.
- 8.2. If the matter is deemed grievable, the negotiated grievance process will be followed.

ARTICLE 34 ARBITRATION

Section 1 Invoking Arbitration

- 1.1. A grievance not settled under the procedure of the Grievances Article of this Agreement may be referred to arbitration as provided for in this Article.
- 1.2. A request to invoke arbitration can only be made by the Union or the Agency and shall be in writing and delivered to the Union President or designee or the Chief LER or designee as appropriate.
- 1.3. The invoking Party must serve written notice on the other Party within twenty-one (21) days after a decision was, or should have been, rendered in the final step of an action processed under the Grievances Article of this Agreement.
- 1.4. The Parties shall meet within fourteen (14) days after receipt of the written notice and attempt to agree to a joint submission of the issue(s) for arbitration. If the Parties then fail to agree on a joint submission within fourteen (14) days, each Party shall provide a separate submission.

Section 2 Selection of Arbitrator

- 2.1. Within fourteen (14) days from the date of the receipt of the request for arbitration, the Parties shall jointly request the FMCS to provide a list of five (5) impartial persons qualified as arbitrators. A brief statement of the nature of the issue(s) in dispute will accompany the request to enable FMCS to submit the names of arbitrators qualified for the issue(s) involved. The Parties shall confer within fourteen (14) days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, the Parties will alternately strike arbitrators' names from the list of five (5) until one (1) name remains. This remaining person shall be the duly selected arbitrator. The order of striking shall be decided by the flip of a coin. The Party intending to invoke arbitration will call the flip.

Section 3 Arbitration Fees and Costs

- 3.1. The fee and expense of the arbitrator shall be borne equally by the Parties.
- 3.2. The Parties may agree to procure transcription services for the arbitration hearing. In the event of such an agreement, the transcription service cost shall be borne equally by the Parties. Should only one Party desire a transcript of the arbitration hearing, then the expense of said hearing transcript shall be borne solely by that Party.
- 3.3. If the Parties resolve the grievance prior to the arbitration hearing or decision, any cancellation expenses will be borne equally.

Section 4 Participation in Arbitration Proceedings

- 4.1. Employees who have an official involvement in the hearing shall be on duty time while in attendance and participating in the arbitration session.

- 4.2. Union Representatives will be on official time while participating in arbitration proceedings.
- 4.3. The Agency will provide a suitable venue for the arbitration hearing.
- 4.4. The hearing shall be held at a mutually agreeable time during regular duty hours.

Section 5 Authority of Arbitrator

- 5.1. In the resolution of grievances an arbitrator shall have no power to add to, subtract from, disregard, alter or modify terms of this Agreement, or applicable laws, rules, or regulations. Any matters or issues not contained in the written grievance will not be considered by the arbitrator. In cases involving actions based on unacceptable performance, denial of within-grade increases or adverse action, the arbitrator shall be bound by applicable law, rule, and regulation and this Agreement.

Section 6 Arbitration Process

- 6.1. By mutual agreement the Parties will select one of the following processes to be used by the arbitrator to render a decision:
 - a. Summary Judgement: A stipulation of facts to the arbitrator can be used when both Parties agree to the facts at issue, and further agree that a hearing would serve no useful purpose. In this case, all facts, data, documentation, etc., are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.
 - b. Arbitrator Inquiry: When the Parties agree that an arbitrator inquiry is sufficient to resolve the matter, the case may be submitted to an arbitrator inquiry. If an arbitrator inquiry is utilized, the arbitrator would make such inquiries as they deem necessary to reach and issue a decision (e.g., inspecting the work sites, taking statements).
 - c. Arbitration Hearing: An arbitration hearing should be used when a formal hearing is necessary to clarify the matter in dispute and develop the facts that are in dispute between the Parties, or when the Parties cannot agree to the procedures (a) or (b) set forth in the article. In this case, a decision is reached following a formal hearing that is convened and conducted by the arbitrator.

Section 7 Decision of Arbitrator

- 7.1. The arbitrator will be requested to issue a decision as quickly as reasonably possible after the closing of the hearing, but in any event, not later than thirty (30) days after the conclusion of the hearing, or the closing of the record, unless the Parties mutually agree to extend the time limits.
- 7.2. The arbitrator's award shall be binding on the Parties. However, either Party may file exceptions to an award as provided by law.
- 7.3. Any dispute over the interpretation or application of an arbitrator's award will be referred back to the arbitrator for clarification.

ARTICLE 35 WAGE SURVEYS

Section 1 General

- 1.1. Provisions and regulations of the Federal Wage System as contained in applicable OPM regulations and related documents will be adhered to by the Parties to this Agreement.

Section 2 Union Notification

- 2.1. The Agency will notify the Union when any locality wage survey affecting the Bargaining Unit has been scheduled for the local wage area.
- 2.2. The Agency will notify the Union of wage survey hearings, preceding full-scale wage surveys, at which time the Union may make recommendations concerning the area, industries, establishments and jobs to be covered in the wage survey.

Section 3 Meetings

- 3.1. When notified of a Local Wage Survey affecting the Bargaining Unit, the Agency will request approval from the Local Wage Survey Committee to have a Union representative attend the meetings of the Local Wage Survey Committee. If approval is granted, the Union representative may attend the meetings in an observer capacity and will be granted a reasonable amount of official time.

ARTICLE 36

REDUCTION IN FORCE

Section 1 Preamble

- 1.1. Reduction in Force (RIF) will be made in accordance with law, rules, regulations, and DOD RIF policy.

Section 2

- 2.1. It is the policy of the Agency to conduct workforce shaping initiatives while minimizing adverse impact to Employees to the extent practicable. RIF and resultant involuntary separations are to be avoided to the maximum extent practicable.
- 2.2. The agency is required to use the RIF procedures when an Employee is faced with separation or downgrading for a reason such as reorganization, lack of work, shortage of funds, or the exercise of certain reemployment or restoration rights.
- 2.3. A furlough of more than 30 calendar days, or of more than twenty-two (22) discontinuous work days, is also a RIF action. (A furlough of thirty (30) or fewer calendar days, or of twenty two (22) or fewer discontinuous work days, is an adverse action with appeal rights to the MSPB.)
- 2.4. The abolishment of a position does not always require the use of RIF procedures. The agency has the right to avoid a RIF action by simply reassigning an Employee to a vacant position at the same grade or pay without regard to the Employee's rights under the RIF regulations.
- 2.5. The Agency will attempt to place the maximum possible number of qualified Employees affected by a RIF in vacant positions for which they qualify.
- 2.6. In the event of a RIF action, all eligible Employees will receive the full benefit of the Priority Placement Program.
- 2.7. Any career or career-conditional Employee who is separated because of a RIF may be placed on the appropriate reemployment priority list, and such Employee will be given first preference for re-employment in permanent positions within the respective sub-group and position category in accordance with his/her retention standing.
- 2.8. Career or career-conditional Employees on lists referred to in Section 3 will receive preference in the filling of the temporary positions where qualified.
- 2.9. If an Employee accepts a temporary position as a RIF remediation, the Employee may be subject to termination (or renewal at the Agency's discretion) without the benefit of RIF procedures at the expiration of their term appointment.
- 2.10. Employees affected by a RIF will have all job retention rights explained to them by HRO.

Section 3

- 3.1. At the earliest practicable time after determining or being notified of a RIF, the Agency agrees to notify the Union of pending RIF actions and furnish a list of the names and classifications of Employees affected by RIF action. At this time, the Union may make its views and recommendations known concerning the implementation of such RIF actions.

Section 4 Placement Assistance

- 4.1. The Agency will offer affected Employees enrollment in the following placement assistance programs for which they are qualified:
 - a. DoD priority placement program (PPP).
 - b. NPS re-employment priority list (RPL).
 - c. Career transition assistance program (CTAP).
 - d. other existing placement programs.

Section 5

- 5.1. RIF actions that can be appealed to Merit Systems Protection Board are excluded from the negotiated grievance procedure.

Section 6

- 6.1. Employees who will be separated as a result of a RIF will be granted eight (8) hours of excuse absence for the purpose of updating resumes or applying for positions.

ARTICLE 37

CONTRACTING OUT

Section 1 Preamble

- 1.1. The Parties recognize that it is in their inherent interest to ensure that the Agencies' most important resource, its people, have a reasonable sense of job security within the limit of mission requirements and fiscal constraints. The Parties also recognize that work in the federal sector, in most instances, is best accomplished by career federal Employees and that contracting decisions that may affect the employment of Employees should be reached through a transparent process with adequate controls to ensure accountability.
- 1.2. The Parties recognize that the Agency retains the right to make determinations with respect to contracting out and to determine the personnel by which operations shall be conducted. Contracting out determinations will be made in accordance with applicable law, rules, and regulations. The Parties agree to cooperate and communicate to the maximum extent possible whenever an Employee position is identified as a candidate for contracting out.
- 1.3. With regard to contracting out positions, the Agency agrees to abide by the provisions of Federal Acquisition Regulations (FAR) Subpart 7.5, and OMB Circular A-76.

Section 2 Pre-Contracting Out Decision Procedures

- 2.1. Once it has been determined that a particular contemplated contracting out decision may result in the displacement of an Employee, the Agency will invite the Union to participate in all related meetings, studies, and other events.
- 2.2. The Agency will provide twenty-one (21) days advance notice to the Union prior to conducting a cost comparison study or commercial activity review that may result in the displacement of a Employee and welcome Union input. If the study involves discussion with Employees, the Union will be given an opportunity to be present during the discussions. The Agency will invite a Union representative in all "walk throughs" by bidders of the function undergoing a cost study.

Section 3 Contracting Out Procedure

- 3.1. When the Agency determines that an Employee's position will be eliminated and contracted out, the Agency will notify the Union as soon as practicable and follow the procedures established below:
 - a. The Union will be provided an opportunity to review Performance of Work Statements and/or Statements of Works.
 - b. Afford the Union the opportunity to negotiate on the procedures to be observed upon implementation and appropriate arrangements for adversely affected Employees.
 - c. Notify affected Employees.
 - d. Consider reassignment, retraining, or outplacement assistance.

- e. Conduct RIF procedures in accordance with applicable law, rules, regulations, and DOD RIF policy.
 - f. Offer Priority Placement Program for affected Employees as allowable by applicable law, rules, and regulations.
 - g. Provide necessary information to Contracting Officer and Employees' representatives to assist affected Employees with the exercising of their Rights of First Refusal.
- 3.2. The Union has a right to grieve contracting out decisions through the negotiated grievance procedure. The Parties agree that competitive sourcing study decisions and disputes over compliance with the Office of Management and Budget (OMB) Circular A-76 and its Supplement are not grievable under this Agreement's negotiated grievance procedure and shall be pursued under the OMB Circular A-76 appeal process.

ARTICLE 38

DURATION OF AGREEMENT

Section 1

- 1.1. The date of execution shall be the date that the Parties sign the Agreement for the purpose of Agency Head approval. In case of Agency disapproval, the Parties will resume negotiations and resubmit the Agreement for the purpose of Agency Head approval. Implementation shall be effective the day of Agency Head approval, but not later than the 30 days after the date of execution.

Section 2 Duration

- 2.1. This Agreement will remain in full force and effect for three (3) years from its effective date and automatically renew itself each one-year period thereafter. After the initial three-year period, either Party may give written notice to the other Party at least ninety (90) days prior to the expiration of this Agreement of its intent to renegotiate the contract, either whole or in part. This Agreement will remain in full force and effect until the new Agreement takes effect. Negotiations will commence upon expiration of the notice period unless otherwise mutually agreed to by the Parties.
- 2.2. During the duration of this Agreement either Party may provide ninety (90)-day written notice to the other Party of its intention to renegotiate one (1) Article contained herein. The Article to be renegotiated will remain in full force and effect until the new article takes effect. Negotiations will commence upon expiration of the notice period unless otherwise mutually agreed to by the Parties.
- 2.3. Upon mutual consent of the Parties, any number of articles may be renegotiated during the duration of this Agreement.
- 2.4. If, at any time during its life, any provisions of this Agreement are found to be in violation or conflict with any law, executive order or government regulation, that provision shall be deemed to be superseded by such applicable law, executive order or regulation. The Agency shall submit the change to the Union to negotiate implementation and impact of those changes. Articles not effected by the changes in applicable law, executive order, or government regulation will remain in full force and effect.


APPENDIX A DEFINITIONS

Section 3 Definitions

- 3.1. The following definitions of terms used in this agreement and/or in other documents relating to this agreement will apply:
- a. Agency: Naval Postgraduate School (NPS) and Naval Support Activity Monterey (NSAM).
 - b. Amendment: A change in the existing provision(s) of the agreement.
 - c. Day: Calendar day.
 - d. Detail: A temporary assignment to a different position for a specified period when the employee is expected to return to his or her regular duties at the end of the assignment. (An employee who is on detail is considered for pay and strength count purposes to be permanently occupying his or her regular position.)
 - e. Employee: A Bargaining Unit Employee represented by the Union unless otherwise notated.
 - f. Grievance: Any complaint by an employee concerning any matter relating to the employment of the employee; a complaint by the Union concerning any matter relating to employment of an employee; or a complaint by an employee, the Union, or the Agency concerning the effect of interpretation or a claim of breach of this agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
 - g. HRO: Human Resources Office
 - h. Impasse: The inability of representatives of the Agency and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.
 - i. LER Chief: Agency Chief of Labor/Employee Relations
 - j. Management Official: An individual employed by the Agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the Agency.
 - k. Negotiability Dispute: A disagreement between the Parties concerning the legality of a proposal or provision.
 - l. Negotiation: Bargaining by representatives of the Agency and the Union on appropriate issues relating to conditions of employment affecting Employees with the view toward arriving at a formal agreement.

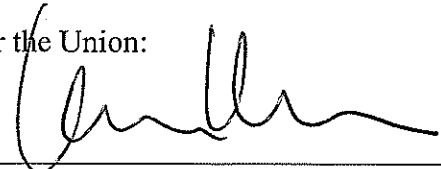
- m. Parties: NPS and NSAM (the Agency) and Local 1690 of the National Federation of Federal Employees (NFFE) (the Union).
- n. Position Description: An official written statement of the major duties, responsibilities, qualification requirements and supervisory relationships of a position or job.
- o. Shall: Used interchangeably with “will.” Both mean mandatory compliance.
- p. Supervisor: An Employee’s first-line supervisor unless otherwise notated.
- q. Supplement: An addition to the existing agreement by virtue of a new article or a new section to an existing article.
- r. Union: National Federation of Federal Employees, Local 1690 (NFFE 1690).
- s. Union-Management Meetings: Meetings which are held for communication and exchange of views with the intent of agreeing on matters of mutual interest.

For the Agency:

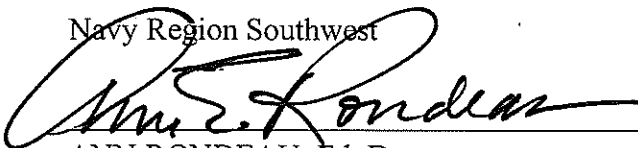
 10/4/2022

DENNIS KECK
Executive Director
Navy Region Southwest

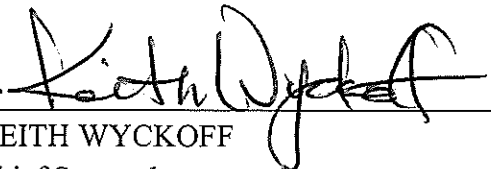
For the Union:



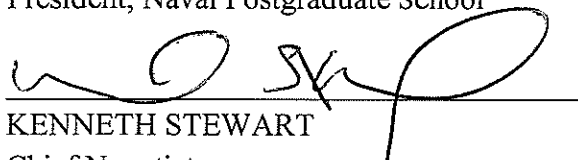
KAMIL MARCINKA
President



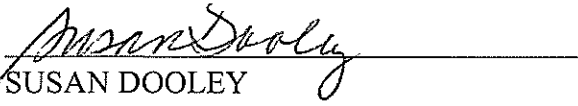
ANN RONDEAU, Ed. D.
VADM, USN (Ret.)
President, Naval Postgraduate School



KEITH WYCKOFF
Chief Steward



KENNETH STEWART
Chief Negotiator



SUSAN DOOLEY
Negotiator



KAYLEIGH VADALA
Negotiator

Signed by the parties on 11/9/2022.

Approved by the Department of Defense on _____.