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APPROVED BY THE SECRETARY OF THE NAVY

ON 23 DECEMBER 1993

TO BE EFFECTIVE

ON 23 DECEMBER 1993

T A B L E O F C O N T E N T S

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**INTRODUCTION**

This Agreement is made by and between the Naval Air Warfare Center Weapons Division, Point Mugu Site, Point Mugu, California, hereinafter referred to as "the Employer" and Local R12-33, National Association of Government Employees, hereinafter referred to as "the Union" or "the Labor Organization", collectively referred to as "the Parties."

**PREAMBLE**

In accordance with the Provisions of the Civil Service Reform Act of 1978, hereinafter referred to as "The Act," and in consideration of the mutual covenants herein set forth, the Parties hereto, intending to be bound, hereby agree as follows:

WHEREAS, it is the intent of both Parties to promote, preserve and improve the efficient administration of the Federal Service and the well being of the employees within the meaning of the Act; to establish a basic understanding relative to personnel policies, practices and procedures and matters affecting working conditions; and to provide a means for amicable and reasonable discussion and adjustment of various matters of mutual interest at the Naval Air Warfare Center Weapons Division, Point Mugu Site, Point Mugu, California.

NOW, THEREFORE, the Parties hereto agree as follows:

## **ARTICLE 1**

### **RECOGNITION AND UNIT DESCRIPTION**

**SECTION 1.** The Union is the exclusive representative of all employees within the Unit defined in Section 2 below. The Union recognizes its responsibility to represent the interest of all unit employees, regardless of their organizational affiliation and membership, with respect to personnel policies, practices, procedures, or other matters affecting general working conditions, covered by the negotiated grievance procedure.

### **SECTION 2.**

Included in the unit are:

All Wage Grade and General Schedule employees employed by the Naval Air Warfare Center Weapons Division, Point Mugu Site, Point Mugu, California.

Excluded are:

Professional employees and employees described in 5USC 7112 (b)(2), (3), (4), (6), and (7).

## **ARTICLE 2**

### **PROVISIONS OF LAW AND REGULATIONS**

**SECTION 1.** The Parties agree that the administration of all matters covered by the Agreement will be governed by:

- a. Existing or future laws;
- b. Existing Government-wide rules and regulations;
- c. Existing agency rules or regulations;
- d. Future Government-wide or agency rules or regulations which do not conflict with the terms of this Agreement.

### **ARTICLE 3**

#### **EMPLOYER-UNION RELATIONS**

**SECTION 1.** This Agreement has been negotiated in the spirit of problem resolution and reflects collective bargaining in labor-management relations. It is the intent of both Parties that labor-management conflicts arising during the life of this Agreement be resolved promptly, equitably, and at the lowest possible level.

**SECTION 2.** Both Parties will place emphasis on effective labor-management relations.

## ARTICLE 4

### MATTERS APPROPRIATE FOR DISCUSSIONS AND NEGOTIATIONS

**SECTION 1.** Matters appropriate for negotiation and/or discussion are personnel policies and practices or other matters affecting conditions of employment.

a. Negotiation is defined as a good-faith effort by the Parties to reach a written agreement. Included in this negotiation process is the ability of either party to seek assistance from the Federal Services Impasses Panel (FSIP).

**SECTION 2.** The Employer will give the Union an opportunity to negotiate with respect to personnel policies, practices, or matters affecting working conditions in accordance with the Act. Matters excluded from negotiations are management rights in Article 5 of this Agreement.

**SECTION 3.** The following procedures will apply if the Employer proposes a change in conditions of employment:

a. Prior to the planned implementation date the Employer shall notify the Union Officer assigned to that Competency and the Union President of the proposed change(s) in conditions of employment. The Union and the Employer shall meet within fifteen (15) calendar days from the date the Union receives notification of the proposal.

b. Both parties shall be prepared to discuss the proposed change(s) at the first meeting.

c. If the Union does not meet the provisions of Section 3 a. and b. above, the Employer may implement the proposed change(s) without further delay.

d. Reasonable extensions of time under this Article will be made for good cause provided that the total time involved does not cause an unreasonable delay or excessively interferes with the exercise of a management right. Requests for extensions must be made prior to the expiration of any time limit or established due date.

e. Full and open discovery of information pertinent to a proposal shall be the goal of the Union and the Employer. Upon request and to the extent not prohibited by law, the Employer will furnish data to the Union which is relevant, necessary, and reasonably related to negotiations. Requests for information by the Union will be put into writing and submitted to the Labor Relations Officer (Point Mugu site). Each request will clearly identify the information requested.

f. If a dispute arises with respect to requests for information the Labor Relations Officer and Union President will meet and attempt to resolve the dispute.

**SECTION 4.** Meetings may be held as the need arises and as mutually agreed by the Parties, between representatives of the Employer and the Union to discuss personnel policies and practices, matters affecting conditions of employment of Unit employees, and any questions which may arise concerning the interpretation and application of this Agreement.

**SECTION 5.** The Parties recognize that a free flow of information is necessary to resolve issues at the lowest possible level and agree to encourage open discussion between appropriate Union representatives and management officials for that purpose.

## ARTICLE 5

### RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER

**SECTION 1.** The Employer retains the responsibility and rights of management in accordance with applicable laws and regulations which include:

a. The right to determine the mission, budget, organization, number of employees and internal security practices of the Employer; and

b. In accordance with applicable laws:

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

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

(3) With respect to filling positions, to make selections for appointments from:

(a) Among properly ranked and certified candidates for promotion; or

(b) Any other appropriate source; and

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

**SECTION 2.** The right to make reasonable rules and regulations is an acknowledged function of the Employer, subject to any limitations set forth in this Agreement and the law. However, nothing in this Article will preclude the Employer and the Union from negotiating:

a. At the election of the Union, on the number, types, and grades of employees or positions assigned to any organizational sub-division, work project or tour of duty, or the technology, methods and means of performing work. In the event that Executive Order 12871 is rescinded or superseded during the life of this contract, any obligation to negotiate over these subjects will be in accordance with the law as currently defined in 5 U.S.C. 7106(b)(1).

b. Procedures which officials of the Employer will observe in exercising any authority under this Article; or

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such officials.

**SECTION 3.** The Employer will annually inform all employees in writing of their rights to representation under Article 6, Section 2.b, of this Agreement (Weingarten Right) 5 USC 7114(a), (2) (B). The annual notice to all bargaining unit employees will be published in the official base paper at the Point Mugu site and a memorandum will be issued to "L6E" distribution.

## **ARTICLE 6**

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

**SECTION 1.** The Union is the exclusive representative of the employees in the bargaining unit and is entitled to act for and negotiate collective bargaining agreements covering all employees in the unit. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership.

**SECTION 2.** The Union will be given the opportunity to be represented at:

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

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

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

(2) The employee requests representation.

**SECTION 3.** The Union has the right to post Union and other appropriate literature of interest to the Unit members on approved unofficial bulletin boards. The Union will provide the Point Mugu Labor Relations Officer, Code 731000E, with a copy of the literature, normally prior to but at least simultaneous with posting. The Union may post the following on unofficial bulletin boards:

a. Notices of Union recreational and social events.

b. Notices of Union elections and results of elections.

c. Notices of Union appointments.

d. Notices of Union meetings.

e. Such other information approved by the Union president and a copy provided to the Labor Relations Officer.

It is acknowledged by the Union that the right to post does not include the right to cover or remove any other non-Union literature which may have been previously posted.

**SECTION 4.** The Employer will meet as mutually agreed to discuss matters of concern to either party.

**SECTION 5.** A copy of new or updated Office of Civilian Personnel Management (OCPM) Instructions or Notices and NAWCWPNS Instructions or Notices will be forwarded to the Union upon receipt in Code 831000E, NAWS Administration Department.

**SECTION 6.** Full and open discovery of information pertinent to Union representation functions shall be the goal of the Union and the Employer. Requests for copies of research material which are necessary and relevant to the Union's representational function will be provided as soon as practicable following a specific written request by the Union. Requests for data will be made and provided in the manner outlined in Article 4 Section 3e.

**SECTION 7.** It is agreed that the Union will not rely solely on the Employer's resources for research; however, the Union will on an occasional and as-needed basis be granted access to research materials which are available at the office of the Point Mugu Labor Relations Officer, Code 731000E. Access to such resources will be granted upon request to the extent that they are available for use and such use will not interfere with operational requirements of the Employer.

## ARTICLE 8

### UNION REPRESENTATION

**SECTION 1.** The Employer agrees to recognize the following representatives of the Union: Union President [one (1)], officers and stewards, as designated by the Union. The Union will provide to the Employer a current list of all officers and authorized stewards. Each Union representative will be identified by name, code assignment, and telephone extension. Such list will be updated and a copy provided to the Point Mugu Labor Relations Officer, Code 731000E. The Employer will not be required to allow the use of official time for representation by any employee not included on the list.

**SECTION 2.** Union officers and stewards will be provided reasonable and necessary official time to perform representational functions. Union officers and stewards are expected to perform their regularly assigned duties at all other times.

- a. The Union president is authorized 100% official time to perform representational duties for the life of the current contract.
- b. No overtime will be authorized for the Union president to perform representational functions. However, the Union president will be assigned overtime in his/her respective work area, subject to the provisions of Article 15, section 2.
- c. The Union president shall submit all requests for leave to his/her first level supervisor in accordance with applicable provisions of Articles 17 and 18; laws; rules; regulations; and the current leave instruction.

**SECTION 3.** If the Employer alleges abuses regarding official time in this Article, the issue will be discussed and resolved between the President of the Union and the Point Mugu Labor Relations Officer, Code 731000E. If the Parties cannot resolve the dispute, the areas of disagreement will be described in writing and will include the facts surrounding the issue(s). Following this, the Parties will meet one additional time to attempt resolution prior to proceeding to arbitration as specified in Article 31.

**SECTION 4.** Approval of official time will be given on a case-by-case basis depending upon whether (1) the work needs of the Employer permit the release of the Union representative, and (2) the amount of official time being requested is reasonable, necessary, and in the public interest. Any requests for official time in excess of four (4) hours will be submitted verbally or in writing, to the Point Mugu Labor Relations Officer.

**SECTION 5.** Union representational duties will be conducted promptly and efficiently. Union stewards or officers will, whenever practical, attempt to obtain information and answer questions by telephone. When it is necessary for a Union official to leave the

work site to conduct labor management relations business, permission must be obtained from the immediate supervisor prior to leaving.

a. Bonafide requests shall be approved unless work requirements necessitate the services of the employee/Union representative. When it is necessary to leave the worksite there will be a clear understanding relative to the time of departure from the worksite and estimated time of return to the worksite. The employee will leave a phone number with the Employer where he/she can be reached.

b. Union Stewards and officers will inform their immediate supervisor as soon as they return to their worksite. In the event that the immediate supervisor is not available, the returning report will be made to the next higher level supervisor in the management chain. Time sheets shall be annotated with the appropriate job order number for Union representational functions.

c. If contact with a Unit employee is necessary, permission must be obtained from the supervisor of the employee to verify that the person he/she wants to see is available and that workload will permit the visit at the time requested. Supervisors will give permission promptly unless workload considerations will not permit. In the event that the immediate supervisor is not available, permission will be requested of the next level supervisor in the management chain.

**SECTION 6.** Negotiations between the Union and management will normally be conducted during regular working hours. For purposes of negotiations, the Union will be entitled to a number of representatives equal to the number of management representatives, unless waived by the Union. Union representatives who are in a duty status will be on official time, subject to the provisions of Section 4 of this Article.

**SECTION 7.** The Employer agrees that national representatives of NAGE will be permitted to visit local Union officials at reasonable times and on appropriate business. The Union agrees to notify the Point Mugu Labor Relations Officer, Code 731000E, in advance of the intended visits.

**SECTION 8.** The Union may submit appropriate orientation material to be included in the package of information provided to new hires.

## **ARTICLE 9**

### **EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

**SECTION 1.** The Union and the Employer recognize the necessity for an Equal Employment Opportunity Program. The Parties affirm the President's policy on Equal Employment Opportunity and agree to actively support and pursue those objectives.

## **ARTICLE 10**

### **EMPLOYEE ASSISTANCE/SUBSTANCE ABUSE**

**SECTION 1.** The abuse of alcohol is a recognized problem in which both Parties share an interest and obligation. The Employer and the Union agree that accomplishment of the Employer's national defense mission requires the highest standards of competence, reliability and integrity. Consistent with Executive Order 12564, Federal employees who use illegal drugs must themselves be primarily responsible for changing their behavior and if necessary, begin the process of rehabilitating themselves. The parties agree that in accordance with Public Law 101-336, employees who are currently engaging in the illegal use of drugs shall not be considered a "qualified individual with a disability".

**SECTION 2.** The Employer will maintain an Employee Assistance Program (EAP) which will provide for initial assessment, counseling, and referral for treatment as appropriate. The confidentiality of an employee's contact with or referral to EAP will be protected as consistent with applicable laws and regulations.

**SECTION 3.** Employees and members of their family may utilize the services of the EAP through self-referral to address issues of substance abuse, relationship problems, dysfunctional behavior or other personal concerns of similar nature.

**SECTION 4.** The Employer recognizes alcoholism and drug abuse as treatable health problems. Therefore, leave will be granted for the purpose of treatment or rehabilitation in accordance with applicable law and regulations. Any leave granted for treatment or rehabilitation will not delay any appropriate administrative action by the Employer.

**SECTION 5.** It is recognized by both parties that Public Law 101-336 significantly changed the treatment of employees who engage in the use of illegal drugs and those who are alcoholic. For example, employees who engage in the illegal use of drugs and those who are alcoholic may be held to the same qualification standards for employment or job performance and behavior that other employees are held to, even if any unacceptable performance or behavior is related to the drug use or alcoholism of such employee.

**SECTION 6:** The Employer's substance abuse program is aimed at the rehabilitation of persons who may be suffering from a progressive disorder. Therefore, the Employer will provide reasonable accommodation to accomplish this objective insofar as it does not contribute to the progression of the illness or potentially jeopardize government personnel, property, operations, or security.

## **ARTICLE 11**

### **EMPLOYEE MORALE**

**SECTION 1.** Supervisors will ensure that employees are advised of changes or newly established office/shop rules and procedures, after proper notification to the Union.

**SECTION 2.** Employees may use the base telephone services to make calls during working hours consistent with the guidelines provided in NAWCWPNSINST 2060.1 or any superseding instruction. Toll calls using government phones and long distance calls originated from off-shore Islands are permissible; however, employees will reverse charges or use credit cards.

**SECTION 3.** The Union and the Commanding Officer, Naval Air Weapons Station, Point Mugu, or his designee, will meet every month to discuss issues of concern. The Union shall submit an agenda at least one (1) week in advance of the scheduled meeting. Dependent upon the issues submitted on the agenda, management representatives from other Competencies may attend these meetings to address issues that are raised within their Competencies. The length of these meetings is subject to the Commanding Officer's or his designee's schedule.

## **ARTICLE 12**

### **HEALTH AND SAFETY**

**SECTION 1.** The Employer will provide and maintain a safe and healthy place of employment in accordance with applicable laws and regulations. The Parties will encourage all employees to perform their work in a safe manner. It is the responsibility of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthful practices, equipment or conditions and to report any alleged unsafe and/or unhealthful practices, equipment or conditions to their immediate supervisor. If the corrective action initiated by the immediate supervisor does not satisfactorily resolve the situation, the employee(s) or Union representative may submit the matter orally or in writing to the Head, Occupational Safety and Health (OSH) Department for appropriate action. The Head, OSH Department shall ensure that all reports brought to his/her attention are investigated. Alleged imminent danger situations shall be investigated within 24 hours. Potentially serious situations shall be investigated within 3 work days. While the OSH Department is conducting their investigation into alleged unsafe and/or unhealthful practices, equipment or conditions, the affected operations will cease until such time as certified safe, in writing, by the OSH Department. If the employee or Union representative is not satisfied with the response of the OSH Department, the Union may submit the matter under the grievance procedure or utilize other appropriate action. This does not preclude the Union from discussions with appropriate management officials for early resolution.

**SECTION 2.** The employee has the right to decline a task because of reasonable belief that there is an imminent risk of death and insufficient time for hazard reporting and abatement actions.

**SECTION 3.** The Employer will exert every reasonable effort to provide expeditious medical treatment by competent, trained medical personnel.

**SECTION 4.** Personal Protective Equipment will be provided by the Employer in accordance with applicable Navy Directives. Management agrees that the Naval Air Warfare Center Weapons Division, Point Mugu site, will handle all hazardous waste and/or infectious material in accordance with Environmental Protection Agency, Federal, State and County regulations.

## **ARTICLE 13**

### **TRAINING**

**SECTION 1.** It is mutually agreed that the training of employees is of vital interest to both the Employer and the Union. The purpose of training is to increase the skills of employees, and to assist employees in learning new technologies in their trade and/or profession. Management reserves the right to determine training requirements, and the numbers, types, and skill levels of employees to receive training.

**SECTION 2.** The Employer will ensure that resources and information are available to employees regarding career-related training, and the Employer's policies and procedures with respect to such training. Training opportunities will be provided in a fair and equitable manner consistent with the Employer's needs and course criteria as well as the qualifications and work experience of the employees involved.

**SECTION 3.** The Employer will plan for retraining of employees when necessary because of planned management changes in organization, function or mission and to provide such necessary on-the-job cross training or formalized training as is practicable and within available resources. Training will not be used to facilitate preselection.

**SECTION 4.** The Employer will provide 440 hours to Union Officers/Stewards each calendar year to attend Union-sponsored training, subject to workload considerations. Requests for official time for training shall be submitted to the Point Mugu Labor Relations Officer, Code 731000E. Each request will identify the number of hours, code, and the name of the Union Official/Steward for whom the time is being requested. Training requirements that exceed the 440 hours must be submitted in writing to the Point Mugu Labor Relations Officer, Code 731000E, for approval. Government transportation may be provided on a case-by-case basis. Per diem costs will be borne by the Union.

**SECTION 5.** Where practical, in accordance with Department of the Navy or applicable regulations, the Employer will provide mandatory training courses to employees.

## **ARTICLE 14**

### **HOURS OF WORK**

**SECTION 1.** The Employer retains the right to assign employees to job sites, positions and tours of duty.

**SECTION 2.** Tour of duty is defined as the hours of a day (daily tour of duty) and the days of an administrative workweek (weekly tour of duty) that constitute an employee's regularly scheduled administrative workweek. Regularly scheduled administrative workweek is defined as a period of seven consecutive calendar days designated in advance by the Employer. In general, with the exception of approved deviations to the Compressed Work Schedule, basic workweeks will be scheduled in accordance with applicable instruction(s). The basic pay period for full-time employees consists of 80 hours.

**SECTION 3.** Employees may volunteer or express a preference for a given shift. In so far as it would not result in a negative impact, as determined by the Employer, an employee's preference will be granted. Where there are two or more equally qualified employees who could fulfill a given requirement, the Employer will, if practical, honor the preference of the employee having the greater seniority (service computation date).

**SECTION 4.** Air Traffic Controllers work schedules will be posted at least 15 calendar days in advance of the monthly schedule, unless a national emergency arises.

**SECTION 5.** Consistent with the nature of the work being performed, time for clean-up will be allowed as necessary prior to the lunch period and/or end of the workday.

**SECTION 6.** Time spent by Union officials, within their normal tour of duty, for the purpose of representational duties or other official Union business provided for by law and/or this Agreement which has been approved shall be considered as hours of work.

**SECTION 7.** Scheduling of test operations requiring late on the last scheduled workday of the week and weekend overtime on San Nicolas Island is recognized as an inconvenience to SNI employees and their families. However, the necessity for the Command to perform its mission cannot be subjugated. Considering these two issues, such tests will be scheduled as far in advance as possible and/or practical. Operations scheduled to be completed by or prior to the end of normal working hours on the last scheduled workday of the week may be extended into overtime if considered to be in the best interest of the Government by the Sea Range Scheduling Office, or higher authority. Any operation schedule change, which would result in additional weekend overtime requirements on SNI, made after 1200 hours on the last scheduled workday of the week, of the weekend involved, must be approved by the Head of the Sea Range Office Test Planning Branch or his/her designee.

## **ARTICLE 15**

### **OVERTIME**

**SECTION 1.** Overtime work will continue to be paid pursuant to law and regulation, including all shift differentials and premium pay where applicable.

**SECTION 2.** The Employer will determine when overtime is to be performed, the numbers, types and skills of employees required to perform the overtime work. Overtime will be distributed fairly and equitably subject to effective mission accomplishment. Records showing the overtime distribution shall be maintained and available for review by employees.

**SECTION 3.** Employees will be notified as far in advance as possible of all scheduled overtime. In cases of unscheduled overtime, it is recognized that at times little advance notice may be possible. In either case, scheduled or unscheduled overtime, volunteer staffing may be sought to meet overtime requirements. The Employer retains the right to order any employee to work overtime. However, an employee will be excused upon request by his supervisor from overtime assignments if there is another fully qualified employee, who is available and willing to serve in his/her place. If an employee is called back to work to perform unscheduled overtime duties, such overtime performed will be considered to be at least two (2) hours in duration for overtime pay purposes.

**SECTION 4.** When an employee is required to work overtime in excess of four (4) hours beyond the end of his regular work day without sufficient advance notice of four (4) hours, the Employer will allow a fifteen (15) minute break. The Employer reserves the right to assign work to employees on a break if necessary.

**SECTION 5.** Each employee who is required to work overtime, without prior notice, will be allowed one telephone call home of short duration at government expense.

**SECTION 6.** When the Employer changes a position's Fair Labor Standards Act Status from non-exempt to exempt status, the Employer will provide the incumbent of that position with the Union's telephone number, proper forms, written appeal procedures and the address for the regional Office of Personnel Management.

**SECTION 7.** If an employee due to an inordinate requirement for overtime believes that he or she is medically unable to continue to effectively perform their duties they may request relief from their supervisor and/or referral to the Branch Medical Clinic for a determination and medical recommendation.

**SECTION 8.** If there is a break in duration of more than two hours between the end or beginning of an employee's regularly scheduled work and overtime work, the employee will not be compensated. If there is a break in duration of less than two hours between the end or beginning of an employee's regularly scheduled work day and the overtime

work, the employee will remain in a duty status and will be compensated at the appropriate overtime rate.

**SECTION 9.** Overtime will be distributed within a work site in accordance with Section 2 of this Article before overtime is assigned to an employee outside that work site. However, management reserves the right to assign work subject to effective mission accomplishment.

**SECTION 10.** Lunch periods will normally be scheduled and taken between the hours of 1100 and 1300. If workload requirements preclude an employee from taking a lunch break, the employee will be compensated at the appropriate overtime rate.

## **ARTICLE 16**

### **HOLIDAYS**

**SECTION 1.** Employees will be entitled to holiday benefits consistent with applicable regulations, in connection with all Federal holidays now prescribed by law and any that may be added by law. Holidays designated by Executive Order shall be observed as legal holidays.

**SECTION 2.** Pay for holiday work will be computed in accordance with applicable laws and regulations.

## **ARTICLE 17**

### **ANNUAL LEAVE**

**SECTION 1.** Employees shall accrue and be granted annual leave in accordance with applicable laws and regulations. Annual leave will be granted when the Employer determines that the workload/manpower balance so permits. Leave approved for a portion of a day may be charged in increments of one-quarter (0.25) of an hour (15 minutes).

**SECTION 2.** Annual leave, including leave that will accrue to an employee during the year, may be granted at any time during the year, at the request of the employee and upon approval of the supervisor. Annual leave will normally be requested well in advance of the time being requested. In the Message Center, requests for annual leave will normally be submitted at least 72 hours in advance of time requested. Requests for annual leave for vacation purposes shall be made early in the calendar year. The Employer will respond to such requests within thirty (30) days. The Employer will develop tentative schedules for annual leave for the purposes of planning. Other requests for annual leave will be submitted to the supervisor in as far advance as possible.

**SECTION 3.** When due to an unforeseen emergency an employee needs to use leave which was not previously requested and approved by the supervisor, the employee is responsible for notifying his/her supervisor and requesting approval for his/her absence. Notification should normally be made by the scheduled start of their shift, but no later than one hour after. In the Security Department, Fire Department, Air Traffic Control, the Base Pool, and the power plant and heating/boiler route areas of the Public Works Department, notification is required at least 30 minutes prior to the beginning of the employee's scheduled work shift. If the supervisor is not available, the employee will inform the acting supervisor or officially designated point of contact that he/she is requesting emergency annual leave and the reason for the request. Failure of an employee to inform the supervisor or officially designated point of contact may result in the employee being placed in an Absent Without Leave (AWOL) status.

**SECTION 4.** Previously approved annual leave will only be rescheduled due to valid operational requirements. Employees will be provided with an explanation of the reasons for the change. Written explanation of the reason for the denial will be given if specifically requested by the employee. When two or more employees request leave for the same period of time (in whole or in part), and if it is impractical to schedule both employees as requested, the supervisor will attempt to resolve the scheduling problem with the employees concerned. If the problem cannot be resolved, resolution will be determined by the Employer. The Employer will resolve such problems by considering operational requirements, skills, types, and numbers of personnel required. However, if each of the employees involved are essentially interchangeable (i.e., have the same qualifications

and skills) resolution will be by seniority. Seniority will be determined on the basis of length of service (Service Computation Date).

**SECTION 5.** In those cases where there is evidence of leave abuse, both parties recognize that counseling an employee, prior to the issuance of a letter of requirement, may be beneficial to both the Employer and the employee. However, the Employer reserves the right to discipline. (See Article 5.)

## **ARTICLE 18**

### **SICK LEAVE**

**SECTION 1.** Employees will accrue sick leave in accordance with applicable laws and regulations. Sick leave accrues on the basis of one-half day for each full biweekly pay period. Sick leave which is not used by an employee, accumulates for use in succeeding years, and may be used for illness or injury requiring an extended absence. Sick leave is chargeable in 15 minute increments.

**SECTION 2.** Sick leave is for use when an employee:

- a. Receives medical, dental, or optical examination or treatment;
- b. Is incapacitated for the performance of duties by sickness, injury, or pregnancy and confinement;
- c. Is required to give care and attendance to a member of his/ her immediate family who is afflicted with a contagious disease,
- d. The employee would jeopardize the health of others by his/her presence at his place of employment because of exposure to a contagious disease, or
- e. Invokes the provisions of the Family Friendly Leave Act.

**SECTION 3.** An employee who is ill and unable to report for duty is responsible for notifying his/her supervisor of the illness or incapacitation, under normal circumstances, by the scheduled start of his/her shift, but no later than one hour after. In the Fire Department, Security Department, Air Traffic Control, base pool, and the power plant and heating/boiler route areas of the Public Works Department, notification is required at least 30 minutes prior to the beginning of the employee's scheduled shift. If the supervisor is not available, the employee will inform the acting supervisor or officially designated point of contact of the illness. Upon return to duty or upon official notification, the employee will provide the supervisor with his/her reasons for absence. If the supervisor determines the absence is justified and a grant of sick leave is appropriate, the leave will be approved. During an extended absence the employee will keep the supervisor advised. The decision to approve or disapprove a request for sick leave in each case rests with the Employer, based on current law, rules and regulations.

**SECTION 4.** The Employer may grant sick leave when requested. Medical certification may be required for an absence in excess of three work days, or for a lesser period when determined necessary by the Employer. The Employer will notify the employee at the time of the request, if a medical certificate will be required. The Employer may consider the employee's certification as to the reason for his/her absence

as acceptable evidence regardless of the duration of the absence. Certification in support of a request for sick leave will be submitted to the supervisor within five (5) days of the employee's return to duty.

**SECTION 5.** An employee seriously ill or injured may draw on his/her anticipated future sick leave accruals if the disability surpasses his/her current accumulation. A maximum of 30 days sick leave may be advanced under these circumstances. Request for advance sick leave must be accompanied with documentation by competent medical authority.

**SECTION 6.** In those cases where there is evidence of leave abuse, both parties recognize that counseling an employee, prior to the issuance of a letter of requirement, may be beneficial to both the Employer and the employee. However, the Employer reserves the right to discipline. (See Article 5.)

**SECTION 7.** The Family Friendly Leave Act will be posted on all Official Bulletin Board and copies will be made available to all employees who request a copy.

## **ARTICLE 19**

### **LEAVE OF ABSENCE**

**SECTION 1.** Employees may be granted leave without pay in accordance with applicable laws and regulations.

**SECTION 2.** Consistent with the Employer's needs, and when given adequate advance notice in writing, an employee in the unit who has been elected or appointed to serve as a delegate to any Union activity requiring leave of absence may, if workload permits, be granted annual leave and/or leave without pay.

**SECTION 3.** Where applicable the Employer will recognize the bumping and retreat rights of an employee in situations where the employee is affected by reduction-in-force action during his/her leave of absence.

**SECTION 4.** Employees who are absent on extended leave without pay will continue to have coverage under the Federal Employees Group Life Insurance and Federal Employees Health Benefits.

## **ARTICLE 20**

### **CIVIC RESPONSIBILITIES**

**SECTION 1.** Since jury duty is a civic responsibility, the supervisor shall not request that an employee be released from jury service unless the Employer determines that the public interest would be better served by the employee remaining on the job.

**SECTION 2.** Court leave will be granted, in accordance with applicable regulations, for the assigned work day.

**SECTION 3.** The Parties recognize that local and national health, welfare, and emergency relief organizations depend largely upon voluntary contributions for successfully achieving their objectives, and encourage employees as individual citizens and as members of a community to contribute voluntarily to worthwhile organizations as part of their personal responsibility as citizens. To the end that campaigns will be conducted in the spirit of true voluntary giving, the Parties agree that:

a. "Fair Share" suggestions may be used for guidance and education, but the assignment of a dollar quota to an individual employee is prohibited.

b. When envelopes are used, individuals who desire to keep their gift private may use any envelope with or without a name being placed thereon.

c. Supervisors will not solicit subordinates.

d. Coercion, either overt or covert, will not be practiced by collectors, supervisors, or other personnel.

## **ARTICLE 21**

### **TRAVEL**

**SECTION 1.** Employees will be reimbursed for authorized travel expenses in accordance with applicable regulations.

**SECTION 2.** Employees required to perform temporary duty travel will be given as much advance notice as possible. The Employer agrees to provide employees assistance and counseling on travel matters. Assistance in the preparation of travel claims and related forms will be provided by the Employer.

**SECTION 3.** Employees performing temporary duty travel may draw authorized travel advances in accordance with applicable NAWCWPNS policies and regulations. Travel claims will normally be submitted by employees within five (5) calendar days of their return to their duty station.

**SECTION 4.** Employees will be provided travel advances and reimbursement for temporary duty travel in accordance with applicable NAWCWPNS policies and regulations.

**SECTION 5.** Employees required to travel outside normal duty hours will be compensated for time in a travel status as appropriate under applicable regulations.

**SECTION 6.** Prior to implementing a change in travel regulations and NAWCWPNS policies the Employer will notify the Union of the change and provide the Union an opportunity to respond and negotiate.

**SECTION 7.** The Employer will reserve twenty (20) seats for permanent SNI personnel on contract flights to and from SNI Monday through Friday.

**SECTION 8.** Recoupment of monies for delinquent travel expenses will be made in accordance with applicable regulations.

## **ARTICLE 22**

### **POSITION DESCRIPTION**

**SECTION 1.** The Employer is responsible for the accuracy and completeness of an employee's position description.

**SECTION 2.** An employee may request that their supervisor review their duties and position description for content, title, series and grade and initiate action through the delegated classification authority if he/she believes the position description is not in agreement with the duties assigned and performed.

**SECTION 3.** It is recognized that the position description may not include all duties that may be assigned to an employee. However, duties assigned on a regularly, recurring basis will be included in the employee's position description.

**SECTION 4.** When it has been determined that a position description does not reflect current duties and responsibilities, the Employer will take action to ensure that the position description accurately reflects the duties and responsibilities of the position. Issues relating to the accuracy and completeness of a position description that cannot be resolved between the employee and supervisor may be presented by the employee for resolution through the negotiated grievance procedures. Where it is agreed that the position description accurately reflects the employee's currently assigned duties and responsibilities but there is disagreement with respect to the existing classification (title, series, grade or pay category) an employee may initiate a classification appeal.

**SECTION 5.** The employee may obtain information and be assisted by a representative of his/her choice through the classification appeals process. The Employer assures the employee of the right to appeal the correctness of a position classification action without restraint, prejudice, or reprisal.

## **ARTICLE 23**

### **PERFORMANCE APPRAISALS**

**SECTION 1.** Employees' performance will be appraised against established standards in accordance with current regulations. In giving performance ratings, the supervisor will apply standards applicable to the assigned duties in accordance with the Act.

**SECTION 2.** An employee's signature, after review of the performance evaluation, indicates that he or she has reviewed the performance rating and appraisal record, has been provided a copy, and that it has been discussed. The employee's signature will not be taken to mean agreement with any of the information or a forfeiture of any rights to review or appeal.

**SECTION 3.** At the time of the annual performance review, and such other times as the Employer determines appropriate, the Employer may counsel employees concerning strengths and weaknesses in job performance, and provide guidance for improving work related skills and potential for promotion.

**SECTION 4.** Determination of the type, amount, and recipient of any award is at the Employer's discretion.

**SECTION 5.** Lawful official time spent in Labor Relations activities by recognized Union Officials.

## **ARTICLE 24**

### **TEMPORARY PROMOTIONS AND DETAILS**

**SECTION 1.** The Employer will follow the procedures contained in NAWCWPNSINST 12335.1 or any superseding instruction. Selections will be made in accordance with NAWCWPNSINST 12335.1, or any superseding instruction, and will be based on the merit of the individual and without discrimination. Nothing in this Article shall interfere with the Employer's retained rights, as stated in Article 5.

**SECTION 2.** A detail is the temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to his/her regular duties at the end of the detail. Details of employees will be kept within the shortest practicable time limits as set forth in applicable regulations.

**SECTION 3.** The Employer recognizes the basic principles that an employee should be assigned to their position of record. However, when the Employer determines that details are necessary to fulfill the Employer's mission, they will be used. Employees who are detailed for 120 days or more will be rated in accordance with COMPMTCINST 12430.3A or any superseding instruction.

**SECTION 4.** Supervisors are responsible for selecting employees for details on a fair and impartial basis, for informing employees of details, reasons, duties and estimated duration. The Employer reserves the right to make detail assignments. Factors to be considered in determining assignment to details are the type of work to be performed, availability, organizational location of employees and knowledge of the particular type of work involved.

**SECTION 5.** Employees assigned to a classified, higher-graded position will (if qualified) be temporarily promoted when the employee is in the position in excess of ten (10) **consecutive** work days (9 consecutive workdays under the CWS).

**SECTION 6.** Temporary promotions in excess of 120 consecutive days will be made in accordance with applicable laws and regulations.

**SECTION 7.** At the employee's request, the supervisor will prepare a record of the detail which will be submitted to the Human Resources Department for retention in their OPF. Employees may claim experience obtained during assignments on detail on their resume (SF-171 or OF-612).

## **ARTICLE 25**

### **REDUCTION-IN-FORCE**

**SECTION 1.** Applicable laws and regulations will govern any reduction-in-force.

**SECTION 2.** The Employer agrees to notify the Union when it is determined that a reduction-in-force is necessary. The Employer agrees to provide the Union with the names and the number of affected employees in the competitive levels involved, the retention register and details as to how such employees were selected when such information becomes available from the servicing Human Resources Department.

**SECTION 3.** During periods of reduction-in-force, the Union agrees to cooperate with the Employer in communicating to employees the reason for the reduction.

**SECTION 4.** Whenever a reduction in force is necessary, every effort will be made to minimize the adverse impact on affected employees in accordance with applicable regulations.

**SECTION 5.** Any career or career conditional employee who is separated as a result of reduction-in-force, and who has not declined placement equal in grade to the position held, will be placed on the Reemployment Priority List, and such employee will be given preference for re-employment in accordance with the FPM and applicable regulations.

**SECTION 6.** The Employer will counsel eligible employees on retirement options available during the notice.

## **ARTICLE 26**

### **THEFT**

**SECTION 1.** The Union recognizes that the theft of Government property is a violation of law, the United States Code and a serious breach of employee conduct. Therefore, the Union agrees to cooperate with the Employer's efforts to maintain an adequate security program and to eliminate theft.

## **ARTICLE 27**

### **ISLAND FACILITIES**

**SECTION 1.** Each organization will assign rooms on SNI/SCI allocated to them by the OIC, SNI in accordance with the applicable room assignment instruction.

**SECTION 2.** TV sets, pool tables, washers/dryers, microwaves and stoves will continue to be provided in operating condition, at no cost to the employees, in the barracks in which they are presently provided.

**SECTION 3.** Exchange privileges are approved for civilian employees. Exchange purchases authorization is restricted for use and consumption aboard the SNI facility.

**SECTION 4.** Transportation will be provided for personnel assigned to San Nicolas Island/Santa Cruz Island by contract or other flights to and from Point Mugu and San Nicolas Island/Santa Cruz Island. The published airlift schedule will be used except when such things as weather conditions, operations of the range or mechanical failure necessitate deviations.

**SECTION 5.** The published passenger boat schedule for Santa Cruz Island (SCI) shall be adhered to except when such things as weather conditions, operations of the range, or mechanical failure necessitate deviations.

**SECTION 6.** Permanent SNI or SCI employees, assigned temporary duty at Point Mugu whose residence is outside a 40-mile radius of the Point Mugu complex will be placed in a travel status in accordance with the JTR. All other employees assigned temporary duty will receive travel expenses, i.e., mileage only.

**SECTION 7.** In inclement weather or late operations of the range, a contractor aircraft will normally not be released prior to one hour after the last schedule departure on Friday, or Thursday of the week of the scheduled CWS day off. Scheduling of special flights as needed over an operational weekend will be coordinated between the Point Mugu Air Terminal and the Sea Range SNI Coordinator.

**SECTION 8.** If transportation to SNI or SCI is delayed, canceled or if an emergency occurs during transport, the Union will be advised of the facts concerning such delay, cancellation or emergency as soon as possible.

**SECTION 9.** An employee who elects to stay at SNI at the end of their regularly scheduled work week, for their own personal convenience will be required to pay the galley surcharge for meals purchased. In the case of an employee who has elected to stay on SNI for their own personal convenience, is called upon to support operations, the employee will not pay the galley surcharge one meal before, during and after the operation.

## **ARTICLE 28**

### **FIREFIGHTER WORKING CONDITIONS**

**SECTION 1.** Firefighters will be rotated between crash and structural duties. Firefighters may, for the purpose of training, be rotated between Point Mugu and San Nicolas Island. It is anticipated that these assignments will not exceed 45 calendar days per training assignment. The Employer agrees to negotiate any impact with the Union. However, the Employer reserves the right to determine training requirements.

**SECTION 2.** The Employer will provide sleeping and cooking facilities and equipment to Fire Division employees such as, but not limited to, bedding, cooking and eating utensils, cleaning equipment, etcetera.

**SECTION 3.** In the Fire Division, outside of actual work hours and except during an emergency call or duty assignment during standby time, employees may engage in recreational activities such as, but not limited to, checkers, dominoes, card games, volleyball, and badminton, provided these activities do not interfere with the primary functions of the facility. Recreational activities are restricted from the fire alarm office and fire alarm areas of every fire station. Recreational activities will be conducted in areas designated by the Fire Chief or Officer in Charge with personnel readily available to respond to fire alarms or other emergency operations. Recreational activities will not interfere with or annoy the activities of other personnel. Personnel engaged in outside recreation will maintain dress and appearance in accordance with regulations and installation policy. Participants will ensure that recreational areas remain orderly and well policed. Gambling in any form is strictly prohibited.

**SECTION 4.** Duties and assignments will be equitably distributed among personnel of like qualification and rate, subject to mission requirements and management's right to assign work as defined in Article 5, Rights and Responsibilities of the Employer.

**SECTION 5.** Firefighters will be allowed to "trade time" (substitute for one another on a shift, or some part thereof) if the following criteria are met:

- a. The trading of time is done voluntarily by the employees participating and not at the behest of the Employer;
- b. The reason for trading time is due, not to the Employer's business operations, but to the employee's desire or need to attend to personal matters;
- c. A record is maintained by the Employer of all time traded by employees;
- d. Comply with applicable regulations and law;
- e. Have prior approval by either the Fire Chief or Assistant Fire Chief;

- f. Submit the request no later than the start of the employee's shift;
- g. All time traded must occur within the same pay period.

**SECTION 6.** The Employer will make no changes in current uniform for Fire Division personnel without negotiations with the Union. Fire Division personnel will adhere to the agreed upon uniform code. All personnel shall be in uniform from the beginning to the end of their shift. Coveralls will be made available for Fire Division employees when jobs of a dirty nature occur. Personnel responding to emergency calls shall wear required protective clothing at all times. Firefighters awaiting transportation to SNI shall be responsible for having a uniform available to perform work on the Mainland, in the event they are delayed due to mechanical difficulties, inclement weather or other circumstances. The Employer will provide locker spaces and turnouts as necessary for SNI firefighters.

**SECTION 7.** Firefighters, with their supervisor's permission, may have visitors at the mainland. Visitors must be cleared through base Security between the hours of 0700 to 1600 on Monday through Friday (except holidays). During weekends and holidays, visitors may be cleared through the gate by a telephone call. The length of the visits may be regulated at the supervisor's discretion. Fire Department personnel wishing to bring dependents to San Nicolas Island will conform with San Nicolas Island regulations. Fire Department personnel will either be on day off or take annual leave when their guests stay on San Nicolas Island for more than one day, i.e., 24 hours. All requests will be submitted through the Battalion Chief.

**SECTION 8.** Lesson plans will be established to cover mandatory training. Lesson plans for non-mandatory drills shall be developed at a later date as resources become available. New lesson plans will be provided to the Union prior to implementation.

**SECTION 9.** Firefighters will be given a copy of the formula used by the Payroll Office to compute overtime pay, and upon request, blank computation sheets. Firefighters will be provided assistance by the Employer in computing their individual pay.

**SECTION 10.** Physical fitness training for firefighters will be in accordance with applicable regulations and subject to the provisions of Article 4, Matters Appropriate for Discussions and Negotiations.

**SECTION 11.** A. Scheduled annual leave administration in the Fire Division will be governed by the following:

1. Selections for leave will begin on 1 November of each year. Firefighters will have a maximum of 48 hours to make their selection, at the end of this time the selection list will be passed on to the next Firefighter. Personnel who are not available when their turn comes up for leave selection will be allowed to make their selection, in turn, upon their return to duty. Any delays in the selection process shall not impact the 30 January deadline.

2. Employees may select from 1 to 14 consecutive calendar days at each turn. Under certain conditions (e.g., out of state trips) and subject to the Fire Chief's approval, employees may exceed the 14 calendar day limit. Selections that exceed 14 consecutive calendar days will be counted as two selections and the employee will be bypassed on the next round.

3. All employees must designate a preferred leave period not later than 30 January of each year. The Fire Chief will advise employees of the tentatively approved vacation schedule no later than 15 February.

4. Leave designations will be made by seniority. Seniority within the Fire Division will be determined in the following order:

(1) Total time in the Fire Division.

(2) In the event of a tie, service computation dates will be used to break the tie.

5. Employees should cancel any annual leave they have previously scheduled at least 30 calendar days prior to the date of the requested leave.

B. Unscheduled annual leave administration in the Fire Division will be governed by the following:

1. Unscheduled annual leave cannot be turned in more than 30 days prior to the date of requested leave. Requests for unscheduled annual leave will be on a first come, first serve basis. Approval/disapproval of these requests will be dependent upon available manpower and scheduled training/work assignments.

2. Unscheduled annual leave requests may be granted as long as manning requirements are maintained.

3. Unscheduled annual leave may be taken when projected manning is one person above the minimum manning level. However, the person who requests this type of unscheduled leave understands that they must be able to report to duty to the mainland Fire Division within 2 hours of the scheduled start of their shift. Employees who

are “on the bubble” must call in by the scheduled start of their shift to determine whether or not their request for annual leave will be approved.

**SECTION 12.**

a. A fully manned engine company may use on-base recreation facilities open to civilian employees between 1600 and 2200 hours, Monday - Friday. Week-end and holiday usage of the above cited facilities may commence after the scheduled workday is completed.

b. The crash crew may use on-base recreation facilities open to civilian employees after the airfield has closed, as long as one (1) fully manned crash truck remains at the airfield (stations 2 and 3).

c. All emergency vehicles must meet required response times. In all instances use of on-base recreation facilities is subject to supervisory approval.

d. When the Fire Division is over-manned, extra personnel will be allowed to use on-base recreation facilities under the guidelines specified above.

**SECTION 13.** Employees who have been in a sick-leave status for more than three (3) consecutive work days shall report to the dispensary on his/her first day back to work.

**SECTION 14.** Both parties agree that the establishment of a joint labor management committee (LMC) is of vital interest and of mutual benefit. The purpose of this committee is to review and provide recommendations on proposed changes to working conditions in the Fire Division. Each party reserves the right to appoint and remove their respective members of the committee. Division expenditures made out of JAC monies will be made from a proposed listing of purchases provided by the LMC; training will be a standing item on this listing. Expenditure of JAC monies on other items not provided on the recommended listing of purchases will be reviewed by the LMC before their purchase. The LMC may provide recommendations for other division purchases that affect the working conditions of the bargaining unit. The Fire Chief will maintain final decision authority for all division expenditures.

**SECTION 15.** All Fire Division vacancies at Point Mugu or San Nicolas Island that management elects to fill by reassignment will be filled in accordance with the following procedures:

a. The reassignment opportunity will be posted on all Fire Division Bulletin Boards for a period of 14 calendar days.

b. Employees must indicate their interest in the reassignment opportunity, in writing, to the Assistant Fire Chief/Fire Chief.

c. The Employer reserves the right to select the most qualified candidate for the reassignment.

d. In the event there is more than one candidate qualified for the position and the qualifications are equal, the Employer will place the most senior employee in the position.

e. Seniority will be determined as follows:

(1) Total time in the Fire Division.

(2) In the event of a tie, service computation date will be used to break the tie.

## **ARTICLE 29**

### **LAW ENFORCEMENT OPS DIVISION - WORKING CONDITIONS**

**SECTION 1.** All equipment provided by the Employer to Police Officers/Communication Center Assistants for the performance of assigned duties will be in accordance with applicable rules and regulations.

**SECTION 2.** The Union will be notified prior to any change in uniform requirements. The Union may request negotiations on the impact and implementation of any such change in uniform requirements as outlined in Article 4, Matters Appropriate for Discussions and Negotiations.

**SECTION 3.** Police Officers will be allowed to "trade time" (substitute for one another on a shift, or some part thereof) if the following criteria are met:

- a. The trading of time is done voluntarily by the employees participating and not at the behest of the Employer;
- b. The reason for trading time is due, not to the Employer's business operations, but to the employee's desire or need to attend to personal matters;
- c. A record is maintained by the Employer of all time traded;
- d. All time traded must occur within the same pay period;
- e. The employee must have prior approval from the shift supervisor, Assistant Chief or Chief of Police;
- f. Submit the request no later than the last day of the preceding pay period;
- g. Comply with applicable regulations and law.

Trading time between shifts may be allowed, subject to the conditions described above. However, the following restrictions are applicable:

- a. At no time will the trading of time between employees result in more than 40 hours worked per week per employee;
- b. Employees trading time are aware that it may affect their entitlement to night pay differential and/or premium pay for the day(s) involved;
- c. At no time will any employee be allowed to work back-to-back shifts without an eight-hour rest period in between, for the purpose of trading time.

**SECTION 4.** Standard Police Identification cards (PMTTC 5512/93 [4-87] or subsequent revisions of this form) will be provided for the official use of NAWS Point Mugu Police Officers. These Police Identification cards shall remain the exclusive property of the United States Government and shall be surrendered upon termination, separation, or upon official notice from the Employer. Police Officers who retire from the federal civil service will be allowed to retain their Police Identification cards in order to participate in Police Olympics and to receive discounts applicable to Law Enforcement personnel. These cards shall clearly identify the bearer as a retired Police Officer from NAWS Point Mugu and shall not be used for any other purpose than those described above. Police Identification cards issued to retired personnel remain the exclusive property of the United States Government and shall be surrendered upon official notice from the United States Government.

**SECTION 5.** Both parties agree that the establishment of a joint labor management committee is of vital interest and of mutual benefit. The purpose of this committee is to review and provide recommendations on proposed changes to working conditions in the Security Department. Each party reserves the right to appoint and remove their respective members of the committee.

**SECTION 6.** Police Officers, during Code 7, shall have the right to eat their meals at any meal facility on station or the Beach Motel snack bar.

## **ARTICLE 30**

### **GRIEVANCE PROCEDURE**

**SECTION 1.** This Article establishes the exclusive procedure available to the employees in the unit, the Union, and the Employer for resolving all grievances which fall within its scope.

a. The following are excluded from coverage of this grievance procedure:

- (1) A claimed violation of prohibited political activities.
- (2) Retirement, life insurance, health benefits, and matters under the auspices of the Office of Workers' Compensation Program, U.S. Department of Labor
- (3) A suspension or removal 5 USC 7532 (national security),
- (4) Any examination, certification or appointment of candidates for federal employment,
- (5) The classification of any position which does not result in the reduction in grade or pay of an employee,
- (6) Non-selection for promotion from a group of properly ranked and certified candidates,
- (7) Termination of probationary employees,
- (8) Equal Employment Opportunity Complaint,
- (9) Matters appealable to the Merit Systems Protection Board (MSPB), including adverse actions (separation, change of lower grade) resulting from reduction in force,
- (10) Non-adoption of a suggestion,
- (11) Allegations of mismanagement,
- (12) Any matter which both parties agree to raise to the Comptroller General for a decision.

b. An employee may not file a grievance and a formal EEO complaint on the same issue. In the event that an employee raises a matter of concern through both the negotiated grievance procedure and the formal EEO complaints procedures, the grievance will be canceled.

**SECTION 2.** Grievances may be initiated by employees, either singularly or jointly or by the Union or by the Employer. Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy.

**SECTION 3.** If two or more employees initiate identical grievances where the basis for the grievance and corrective action being sought are identical, the Union, if it has been designated as the representative, will call the employees together and have them select

one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all of the other identical grievances.

**SECTION 4.** Union grievances shall be filed in writing and submitted to the Commanding Officer, Naval Air Weapons Station, Point Mugu, with a copy to the Point Mugu Labor Relations Officer, Code 731000E. The Commanding Officer shall respond within fifteen (15) workdays of receipt of the grievance.

**SECTION 5.** Employer grievances shall be filed in writing with the Union President. The Union President shall respond within fifteen (15) workdays of receipt of the grievance.

**SECTION 6.** The processing of employee grievances shall be as follows:

a. **Step 1. Informal Stage:** The purpose of this step in the grievance procedure is to resolve the issue giving rise to the grievance at the lowest level. An employee with a grievance will inform the first level of authority in his or her Supervisory Chain of Command (immediate supervisor), of the nature of the grievance within ten (10) working days after the grievant is aggrieved or becomes aware of a grievable situation. A copy of the informal grievance will be provided to the Point Mugu Labor Relations Officer, Code 731000E. The employee and/or his/her representative may elevate the grievance to the formal stage if resolution is not reached within ten (10) working days after the informal grievance is filed. This timeframe may be extended at the mutual consent of all parties.

b. **Step 2. Formal Stage:** If the grievance cannot be resolved at the informal level, the employee will inform the second level of authority in his or her Supervisory Chain of Command (second level supervisor), of the nature of the grievance within 15 working days of his/her receipt of the decision at the informal stage. A copy will be provided to the Point Mugu Labor Relations Officer, Code 731000E. The grievance will be presented in writing, signed by the grievant or his/her representative and shall identify:

- (a) The basis for the grievance.
- (b) The date of the occurrence or awareness of the incident being grieved.
- (c) The corrective relief sought.
- (d) The date of receipt of the Informal Stage decision.
- (e) The identity of the representative, if any.

An inquiry into the matter will be made by the Employer. The grievant, his representative, if any, and the Union President will be informed of the findings within fifteen (15) work days from the date upon which the grievant presented the grievance.

**EXCEPTIONS:** (1) For Merit Promotion Rating/Ranking grievances only, the first step shall be with the Point of Contact for the Point Mugu Operations Division, Human Resources Department, the second

step shall be with the Operations Division Head, Human Resources Department, and the third step shall be with the Head, Human Resources Department.

**c. Step 3.** If the grievant is dissatisfied with the solution arrived at through Step 2, the grievance may be forwarded in writing to the Commanding Officer, Naval Air Weapons Station, Point Mugu, with a copy to the Point Mugu Labor Relations Officer, Code 731000E, within fifteen (15) work days of his/her receipt of the decision at the second step. The Commanding Officer or his designee shall conduct an inquiry and may meet with the grievant, and his/her representative. A written decision on the grievance will be given to the grievant and the Union President within ten (10) work days after the closing date of the inquiry. Such inquiry shall be accomplished within five (5) workdays following receipt of the second step grievance.

**c. Step 4.** If the grievance is not satisfactorily resolved at Step 3, the Union may request arbitration. A written request to go to Arbitration must be submitted to the Point Mugu Labor Relations Officer, Code 731000E, within fifteen (15) workdays following receipt of the Step 3 decision.

**SECTION 7.** Full and open discovery of information pertinent to a grievance shall be the goal of the Union and the Employer. Requests for information by the Union will be put in writing and submitted to the Point Mugu Labor Relations Officer, Code 731000E. Each request will clearly identify the information requested.

**SECTION 8.** The time limits in this Article may be extended by mutual agreement between the grievant, his/her representative and the Employer. A grievant may withdraw the grievance at any time. Failure of the Employer to observe the time limits for any step in the grievance procedure will entitle the grievant to present the grievance to the next step. The Employer will provide the Union President with a written explanation for the untimeliness of a response. The explanation will be signed by the official having action on the untimely response. If the grievant or his/her representative fails to observe the above stated timeframes, a determination regarding the timeliness will be made by the arbitrator, if arbitration is invoked by the union.

**SECTION 9.** If the grievant(s) resigns, dies, or is separated from the unit by any action before a decision is reached on the grievance, and no compensation issue is involved, action will be stopped and all interested Parties will be notified that because of the separation, the case is being closed without decision. The Union reserves the right to pursue within agreed time limits any grievance that is in the common good for other employees of the unit.

## **ARTICLE 31**

### **ARBITRATION**

**SECTION 1.** If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, either the Employer or the Union may within fifteen (15) work days after issuance of a Step 3 final decision submit a written request for arbitration. Only the Employer or the Union may submit a grievance to arbitration.

**SECTION 2.** The Parties shall meet to select a panel of arbitrators who will be used for all arbitration cases during the life of this Agreement. The panel shall consist of not less than seven (7) names of currently active arbitrators. If at any time during the life of this Agreement an arbitrator listed becomes unavailable due to retirement, death, etc., and there remains fewer than seven (7) arbitrators, the Parties shall meet to select a replacement.

**SECTION 3.** The party invoking arbitration must take action within 120 days to initiate joint selection of the arbitrator and scheduling of the arbitration date, or the grievance will be rendered moot.

**SECTION 4.** The arbitrator's fee and expenses shall be borne by the losing party. The arbitrator shall determine the losing party. If there is a split decision in which neither party can be designated the losing party, the arbitrator shall determine the percentage of arbitration cost to be paid by each party. Where the Union and the Employer mutually request a transcript or the arbitrator requests a transcript, the cost will be shared, otherwise the party requesting the transcript shall bear the expense. The Union and the Employer shall share equally the expense of any mutually agreed upon services.

**SECTION 5.** The arbitration hearing will be held, if possible on the Employer's premises and during the regular day shift hours. An arbitrator will be jointly hosted by the Employer and the Union as an official visitor. The arbitration hearing will be held at a mutually agreed upon location. The Union representative, the grievant, or any employee called as a witness will be granted official time to the extent necessary and during which they would otherwise be in a duty status to participate in the official proceedings. As necessary, duty hours of participants will be changed to meet the needs of an arbitration hearing. The intent is that an employee shall not suffer a loss of pay or benefits as a result of his/her participation in an arbitration proceeding. However, overtime is not appropriate for participation in arbitration hearings.

**SECTION 6.** The arbitrator will be requested to render a decision within thirty (30) calendar days following the conclusion of the hearing.

**SECTION 7.** The arbitrator's decision is binding on the Parties; however, either Party may file an exception to the decision with the Federal Labor Relations Authority in accordance with the Act.

**SECTION 8.** The arbitrator will not change, modify, alter, delete or add to the provisions of this Agreement. Such right is the prerogative of the Parties only.

**ARTICLE 32**  
**UNION FACILITIES**

**SECTION 1.** The Employer will continue to provide the current space located in Trailer 10097 and SNI or like accommodations (minus the spaces as follows: showers, kitchen, dining room where copier is located) to the Union for its exclusive use to represent and service the bargaining unit employees and to conduct necessary Union functions.

**SECTION 2.** The Union's phone number will be listed in the phone books of the Employer. The Union will pay all toll charges or use a credit card for toll calls not permitted in applicable instructions/regulations or for non-representational duties. The Employer will pay toll charges, up to \$350 per fiscal year, that are associated with the Union's representational duties. Any toll charges over this amount will be paid by the Union.

**SECTION 3.** Subject to prescribed security considerations the Employer's facilities may be used for Union meetings, outside of regular working hours upon written request by the Union.

**SECTION 4.** The Employer may provide space for announcements of Union meetings and other activities in the base newspaper, i.e., The Missile, subject to the provisions of applicable Public Affairs regulations.

## **ARTICLE 33**

### **UNION DUES WITHHOLDING**

**SECTION 1.** An employee of the unit may make a voluntary allotment for payment of Union dues by completing Standard Form 1187 and submitting it to the Payroll Office via the Union representative and the Point Mugu Labor Relations Officer, Code 731000E. The allotment will be effective the first full pay period after the Standard Form 1187 has been received in the Payroll Office, provided the form is received by the Payroll Accounting Branch three (3) working days prior to the beginning of the pay period.

**SECTION 2.** The Union is responsible for procuring the Standard Form 1187, distributing the form to its members, certifying to the amount of the dues, delivering the completed forms to the Point Mugu Labor Relations Officer, Code 731000E; educating its members on the program for allotment and payment of dues, the voluntary nature of dues allotment and the uses and availability of the Standard Form 1187.

**SECTION 3.** An allotment will be terminated when an employee leaves the unit as a result of resignation, retirement (or other separation from the rolls of the activity), or other personnel action (except temporary promotion or detail); when the dues withholding agreement between the activity and the labor organization is suspended or terminated; when the employee has been suspended or expelled from the labor organization, or upon request by the employee.

**SECTION 4.** The Union will notify the Point Mugu Labor Relations Officer, Code 731000E, in writing, when a member who has authorized dues withholding is suspended or expelled from the Union.

**SECTION 5.** An employee may not revoke a dues withholding allotment for a period of one year from the effective date of the allotment. Employees who have had a dues allotment in effect for one year may revoke their dues withholding effective the first pay period following the anniversary date of their signing the allotment form provided the revocation form is received by the Point Mugu Labor Relations Officer, Code 731000E prior to the anniversary date. Standard Form 1188 (Revocation Form) may be obtained from the Point Mugu Labor Relations Officer, Code 731000E.

**SECTION 6.** Whenever a revocation Standard Form 1188 is received by the Point Mugu Labor Relations Officer, Code 7310000E a copy of the completed form will be sent to the Union.

**SECTION 7.** The Payroll Office will forward to the Comptroller, Fiscal Office, National Association of Government Employees, 159 Burgin Parkway, Quincy, Massachusetts 02169, within three (3) work days after each payday all the following:

a. A list in duplicate which will contain the name and payroll number of each employee member of the Union on voluntary allotment, and the amount of such allotment deduction made for such employee member. A copy of the list will also be sent to the Union President.

b. A check drawn by the Finance Office on the Treasury of the United States and made payable to the Comptroller, Fiscal Office, National Association of Government Employees, in an amount equal to the total of all such monetary allotment deductions.

c. At least three (3) work days prior to the start of a new pay period, the Union will notify the Employer of any error which it believes has been made in the amount of dues previously transmitted. Upon verification of an error reported by the Union or discovered by the Employer, the Employer will make an appropriate adjustment in the amount transmitted for such new pay period. An explanation of any such adjustments will accompany the check in which such adjustment is reflected.

**SECTION 8.** This Article is subject to revision at such times as may be necessary to comply with changes in Navy or OPM Instructions. It is also subject to revision at such time as the Union will change the address to which remittance checks are to be sent or if the Union will change the amount of dues to be allotted. In the latter case, the Union will give all employee members notice of such change in the amount of the dues. Any such change in the amount of an employee's regular dues, with consequent change in the amount of the allotment of such employee per biweekly pay period, will become effective with the deduction made on the first pay period after the notice has been received by the Point Mugu Labor Relations Officer, Code 731000E.

**SECTION 9.** If this Agreement cannot be renegotiated by its termination date because of impasse, third Party proceedings involving a negotiability dispute, or a unit representation question, dues withholding arrangements as set forth in this Article will continue until the matter is resolved. Failure by the Parties to agree on an extension of the Agreement.

## **ARTICLE 34**

### **PUBLICIZED AGREEMENT**

**SECTION 1.** The Employer shall reduce this Agreement and amendments to a pocket-size booklet. The Union and Employer recognize the individual employee's responsibility of obtaining the current Agreement. Each bargaining unit employee will be authorized reasonable official time to obtain a copy of the Agreement and amendments from the Union office.

**SECTION 2.** The Union may post a copy of this Agreement on the approved boards.

**SECTION 3.** All new or reinstated employees will be advised of the Union's exclusive recognition status and present.

## **ARTICLE 35**

### **DURATION OF AGREEMENT AND AMENDMENTS**

**SECTION 1.** All provisions of this Agreement will become effective on the date of approval by the Department of Defense or in accordance with the Act.

**SECTION 2.** This Agreement will remain in full force and effect for a period of three (3) years from the date of approval. Thereafter, the Agreement will be updated to conform to law and regulation and be submitted for approval as provided for in Section 1 of this Article to extend for periods of one (1) additional year, unless either Party submits to the other Party a written request to renegotiate this Agreement. This request must be submitted not more than ninety (90) days and not less than sixty (60) days prior to the terminal date of the Agreement. This Agreement will terminate and not be enforceable at any time it is determined that the labor organization is no longer entitled to exclusive recognition or after such recognition has been relinquished by the labor organization.

**SECTION 3.** This Agreement is subject to modification or amendment as follows:

a. Amendment(s) may be necessary after the effective date of this Agreement because of changes in applicable laws or Executive Orders. When this occurs, the Parties will meet to bring the contract in conformance with the requirements of such laws or Executive Orders.

b. This Agreement is subject to modification or amendment(s) by mutual consent of the Parties. Request for amendment(s) by either Party must be in writing and must include a summary of the proposed amendment(s). The Parties will meet within fourteen (14) calendar days after receipt of the proposed amendment(s) to discuss the matter.

c. If the Parties agree that modification(s) or amendment(s) are warranted, they will proceed to negotiate the matter. No changes will be considered except those having a bearing directly on the subject matter(s) agreed to by the Parties.

**SECTION 4.** Amendment(s) as agreed to under Section 3 will, upon acceptance by both Parties and approval in accordance with Section 1 of this Article, become a part of and subject to the same terms as this basic Agreement.

**SECTION 5.** When renegotiation is in progress, but will not be completed by the terminal date of the existing Agreement, the Agreement may be extended for a specific period by mutual consent of the Parties.

## **ARTICLE 36**

### **COMMERCIAL ACTIVITIES**

**SECTION 1.** The Employer and the Union retain their rights with respect to commercial activities as provided in 5 U.S.C. 7106.

**SECTION 2.** As requirements become known, the Union will be notified, in writing, of the functions scheduled for study under the Commercial Activities Program.

**SECTION 3.** Both parties recognize the importance of an accurate Performance Work Statement (PWS). The Union will be provided an opportunity to review the PWS during developmental stages for commercial activity studies that affect bargaining unit employees. The solicitation process will not be delayed by these reviews. Comments provided by the Union will be carefully considered by the Employer. A copy of the PWS will be provided to the Union when it is made public.

**SECTION 4.** The union will be advised of commercial activity study decisions. The Employer agrees to negotiate the impact and implementation of these decisions if requested by the Union.

THIS AGREEMENT, executed on the 27th day of November, 1996 by the Parties hereto as evidenced by the following signatures:

For the Union:  
National Association of  
Government Employees (NAGE)  
Local R12-33

For the Employer:  
Naval Air Warfare Center  
Weapons Division, Pt Mugu Site

JAMES CONLEY  
Chief Negotiator

STEPHEN D. BEAL, CAPT, USN  
Negotiator

LOUIS W. ROGERS  
Negotiator

AMILY HOULBERG  
Negotiator

LOWELL BOARDMAN  
Negotiator

TAMMY MORRISON  
Negotiator

JOYCE STUDEBAKER  
Negotiator

ED ROMERO  
Negotiator

KIRK LOTT  
Negotiator

ARLENE BLACK  
Negotiator

J. V. CHENEVEY  
Rear Admiral, U. S. Navy  
Commander, Naval Air Warfare Center  
Weapons Division

SIGNED THIS \_\_\_\_TH DAY OF \_\_\_\_\_ 1996.

**AGREEMENT**

**Between**

**NAVAL AIR WEAPONS STATION  
China Lake, California**

**and**

**INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS  
LOCAL 337**

**Effective 3 June 1999**

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## **PREAMBLE**

In accordance with 5 USC Chapter 71, this Agreement is made by, and between, the Naval Air Weapons Station China Lake, California, hereinafter referred to as the Employer and International Brotherhood of Police Officers, Local 337, hereinafter referred to as the Union. Collectively they are referred to as the Parties.

In consideration that NAWS China Lake operates in a proprietary jurisdiction and enforces a combination of federal and state laws, covering military and civilian personnel, the China Lake Police will operate under the authority of the Commanding Officer and Section 830.8(b) of the California Penal Code.

For purposes of clarity in this agreement, bargaining unit Employees are referred to as “Employees,” Naval Air Weapons Station management is referred to either as the “Employer” or “Management,” and the International Brotherhood of Police Officers, Local 337 is referred to as the “Union.” Further, “days,” as mentioned in this Agreement, refers to “calendar days” and administrative investigations are also referred to as “internal affairs investigations” or fact-finding investigations.”

### **ARTICLE 1. Recognition and Unit**

**Section 1.** The Employer recognizes the Union as the exclusive representative of all Employees in the unit as defined in Section 2 of this Article. Such recognition shall continue as long as the Union is the exclusive representative of the Employees under the criteria set forth by the Federal Labor Relations Authority. The Union recognizes the responsibility of representing the interests of all unit Employees without discrimination and without regard to membership in the Union.

**Section 2.** The Unit to which this Agreement is applicable is composed of Police Officers and other civilian Employees of the Police (Physical Security) Division excluding:

- a. Management officials
- b. Supervisors
- c. Detectives
- d. Division secretary
- e. Wage grade employees
- f. Military members

- g. Physical Security Specialists and Assistants
- h. Alarm Technicians

## **ARTICLE 2. Partnership and Consensual Problem-solving**

**Section 1.** The Parties agree to make every reasonable effort to resolve all differences which arise between them in connection with the administration of this Agreement. To this end, we will use consensual problem-solving techniques to the fullest extent possible (e.g., interest-based bargaining) prior to using traditional bargaining procedures.

**Section 2.** The Parties have entered into a Partnership agreement. The Parties agree that the Partnership process is evolving and continuing mutual trust and respect are key elements. To nurture the process, regularly planned Partnership Committee meetings will be held (e.g., quarterly, with Negotiating team members).

## **ARTICLE 3. Negotiation**

**Section 1.** The Parties recognize that in some cases consensual problem-solving may not resolve an issue. The Parties both retain their statutory rights to enter into appropriate negotiations where problem-solving efforts have not resulted in resolution. Both Parties have the responsibility of conducting their negotiations and consultations in good faith.

**Section 2.** Matters appropriate for negotiation shall be personnel policies, practices, and all matters affecting working conditions so far as may be appropriate under applicable laws, current regulations, and Executive Orders.

**Section 3.** It is understood that no provisions of this Agreement shall nullify the rights of Employees, the Union, or the Employer as established by law, Executive Order or current regulations of appropriate authority.

**Section 4.** In the administration of all matters covered by this Agreement, the Parties are governed by existing or future laws in accordance with 5 USC Chapter 71.

**Section 5.** It is agreed that meetings between the Employer and the Union are an effective means of insuring the proper administration of this Agreement. Accordingly, designated representatives of Management and the Union will meet at least once a month to discuss problems, suggest changes or modifications, and other matters of mutual interest.

## **ARTICLE 4. Management Rights and Responsibilities**

**Section 1.** Management rights are defined by 5 USC 7106 and Executive Order 12871 of October 1, 1993.

**Section 2.** Management recognizes its responsibility on an annual basis to notify Employees of their “Weingarten rights” (5 USC Chapter 71).

**Section 3.** Following the effective date of this Agreement, the Employer will reproduce 100 copies of the Agreement and deliver them to a Bargaining Unit Official for distribution to union members and new hires. Additional copies required by the Union will be requested in writing as necessary. Any addendum to this Agreement will also be furnished to the Union for distribution.

## **ARTICLE 5. Employee Rights**

**Section 1.** Employees shall have the right freely and without fear of penalty or reprisal to form, join, and assist a labor organization or to refrain from any such activity, and each Employee shall be protected in the exercise of this right. Except as otherwise expressly provided in the Civil Service Reform Act, the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the executive branch, the Congress, or other appropriate authority. No interference, restraint, coercion, or discrimination shall be practiced by either Party to encourage or discourage membership in a labor organization.

**Section 2.** Nothing in this Agreement shall require an Employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

**Section 3.** No Employee, regardless of labor organization membership, shall be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, directive, regulation, or policy.

**Section 4.** Except when law enforcement or immediate security requirements dictate, Employees have the right to refuse an assignment that they reasonably believe presents an imminent risk of death or serious bodily harm.

**Section 5.** Employees have the right to receive feedback given in a professional and courteous manner, privately, if appropriate and possible.

**Section 6.** If an Employee reasonably believes that an investigation may result in disciplinary action against himself/herself, the Employee may request union representation. This request will be honored by Management. It is not Management’s

responsibility to offer Union representation. Management should indicate to the Employee if it is going to be a fact-finding meeting.

**Section 7.** In the event that a lawsuit is filed against an Employee of the Unit for actions taken during the course of his or her employment with the U.S. Government, the Employee may submit a written request for legal representation through the Employer's legal office to the Department of Justice. The Employer agrees to forward such request in an expeditious manner to the Department of Justice for a determination as to whether representation will be provided.

**Section 8.** An Employee request to attend funerals of police officers and military personnel will be considered on a case-by-case basis.

## **ARTICLE 6. Union Rights and Obligations**

**Section 1.** The Union has the exclusive right to represent all Employees of the Unit in consultations and negotiations with the Employer regarding personnel policies, practices, or other matters affecting working conditions.

**Section 2.** The Union shall be given the opportunity to be represented at any examination of an Employee by the Employer in connection with an investigation if (a) the Employee reasonably believes that the examination may result in disciplinary action against the Employee; and (b) the Employee requests representation. It is understood that the Union representative may participate in the discussion during the examination; however, the Employer has no obligation to bargain with any Union representative who may be permitted to attend the investigatory examination. The Union representative's participation will not be to argue or disagree with Management.

**Section 3.** Official straight-time of 84 hours per year is available to the Union for IBPO-sponsored training sessions. Written requests for such absence will be submitted via the chain of command to the Head of the Police (Physical Security) Division. Subject to normal administrative constraints (e.g., manpower requirements), the request will be approved.

**Section 4.** The Employer agrees to provide to the Union suitable office space. The Union shall be responsible for maintaining the space and furnishings in a clean, secure condition and for restricting its use to the performance of authorized representational functions or internal Union business.

**Section 5.** The Employer agrees that a bulletin board located in the police station will be retained for the exclusive use of the Union. Prior approval for posting material will not be required; however, the Union agrees that no material posted shall be libelous, scurrilous, derogatory, or inflammatory.

**Section 6.** Union representatives may use government telephones for authorized Union business, any additional expenses will be paid by the Union.

**Section 7.** The Employer recognizes that Employees in the Unit may be elected or appointed as a delegate to a Union convention or other such function, which necessitates an absence from the activity for periods not to exceed two weeks. In this regard, the Employer will authorize annual leave or leave without pay subject to the reasonable requirements of the Employer for such Employees, provided reasonable advance notice is given. This request will not be unreasonably denied.

**Section 8.** Employees may be granted annual leave and/or leave without pay for a period not to exceed one year, consistent with work requirements and regulations, to serve as a full-time Union official to the International Brotherhood of Police Officers. Provided staffing allowances permit and the above requirements are met, the Employer may also consider requests for an extension of one additional year.

**Section 9.** Employees may be granted leave without pay provided the provisions of applicable laws and regulations are met. Such leave of absence without pay shall not exceed one year for each application.

## **ARTICLE 7. Representation and Conduct of Union Business**

**Section 1.** The Head, Police (Physical Security) Division, is designated as the principal contact point for conducting business with the Union. Such designation will not in and of itself preclude the Union from contacting the Department Head, Commanding Officer, or other management officials on any matter that may appropriately be brought to their attention.

**Section 2.** The President of the Union or a duly authorized representative will be the spokesperson for the Union and shall have the right to consult and negotiate with Management on matters covered by this Agreement.

**Section 3.** The Employer will recognize duly authorized Union officials to represent the Employees of the Unit. The Union shall keep the Employer advised, in writing, of the names of its officers and stewards by posting on the Union bulletin board within the Police (Physical Security) Division. The Employer will be advised within thirty (30) days of any change in Union officers or stewards and will only deal with current officers on representation matters.

**Section 4.** Union officers and stewards are authorized a reasonable amount of time during duty hours to perform official representational duties as are necessary to properly represent the interest of all members of the Unit and to carry out the provisions of this Agreement. They shall conduct their business promptly and will make every effort possible to eliminate conflicts between their regular duties and their Union duties.

The Parties mutually agree that they will approach representational duties in a professional, efficient manner.

**Section 5.** When Union officials or stewards desire to be excused from official duties to engage in authorized Union activities (Section 4) they will request permission from their supervisor and state the nature of the representational duties, where, and the anticipated length of time that will be required. Management will, given work consideration, promptly act upon this request. When the union business is concluded or if more time is necessary, the union official will contact the appropriate supervisor. The supervisor shall authorize the absence unless consequential work requirements preclude immediate release in which case he/she will be released as soon as possible. The supervisor will furnish the Employee and Union official an area suitable for private conversation insofar as the work area or facilities allow.

**Section 6.** Authorized representatives of the International Brotherhood of Police Officers who are not Employees, will be allowed to visit the Naval Air Weapons Station to conduct authorized Union business. If this Union representative desires to either speak with Management or enter work spaces, a request for such admission will be made to the Employee and Labor Relations Team sufficiently in advance of the visit to allow for proper arrangements. The request will advise the Employer concerning the time and purpose of the visit. Such admission is subject to normal security restrictions.

**Section 7.** A Union official will be permitted to address new Employees for a reasonable period of time. The presentation may not be used for solicitation of membership.

## **ARTICLE 8. Voluntary Allotment of Union Dues**

**Section 1.** The Employer shall deduct from pay of all eligible Employees who voluntarily authorize such deductions and who are employed with the Unit, in accordance with the provisions set forth herein.

**Section 2.** Union dues shall be deducted by the Employer from the Employee's pay each payroll period when the following conditions have been met:

- a. The Employee's earnings are regularly sufficient to cover the amount of the allotment.
- b. The Employee has voluntarily authorized such a deduction on Standard Form 1187 supplied by the Union.
- c. Such completed form has been turned over to the Employer by a Union representative.

**Section 3.** Allotments may be submitted to the Payroll Branch at any time. Deduction of dues shall begin with the first pay period which occurs after receipt of the Standard Form 1187 by the Employer.

**Section 4.** An Employee's voluntary allotment for payment of his Union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- a. Loss of exclusive recognition by the Union.
- b. Separation of an Employee from the Unit.
- c. Receipt by the Employer of notice from the Union that the Employee has been suspended or expelled from membership in the Union.

**Section 5.** An allotment for the deduction of an Employee's Union dues may also be terminated by the Employee through submission to the Employer of a Standard Form 1188 properly executed in duplicate by the individual Employee. The original and duplicate shall be furnished to the Pay Branch. The duplicate shall be promptly forwarded by that office to the Union upon receipt from the Employee. A termination of allotment under this section shall be effective the first pay period after the anniversary date and 1 March each year thereafter provided the revocation is received by the Pay Branch by such date.

**Section 6.** The Employer shall transmit to the Comptroller, International Brotherhood of Police Officers, within three workdays when possible after each payday, day, all of the following:

- a. An alphabetical listing in duplicate of the name and payroll number, and the amount deducted for each Employee on voluntary allotment.
- b. A check drawn on the Treasury of the United States and made payable to: Comptroller Fiscal, Office International Brotherhood of Police Officers 159 Burgin Parkway, Quincy, Massachusetts in an amount equal to the total of the allotment deducted.

## **ARTICLE 9. Personnel Records**

**Section 1.** Official Personnel Folders.

- a. It is agreed that the Official Personnel Folder, maintained in the Human Resources Service Center-Southwest, is the official repository of personnel information regarding Employees. Only authorized documents (defined by OPM, or other appropriate Federal or Navy regulations) will be maintained in the Official Personnel

Folder. Unauthorized documents inadvertently placed in the Official Personnel Folder will be taken out, when discovered.

b. It is agreed that, to the extent it is not contrary to OPM regulations, each Employee and/or designated representative who has been so authorized in writing by the Employer shall, upon request, be permitted to review any document appearing in the Official Personnel Folder.

c. Regarding release of information to outside agencies in response to pre-employment inquiries: unless mandated by OPM, Navy, or other appropriate authority, the release of information held by the Employer will be made through the Human Resources Department records system manager and will be from the approved systems of records maintained by the Employer. A signed release by an individual Employee may be honored by police management.

**Section 2. Division Personnel Folders.** Documents maintained in the Division Personnel Folders are officially documented personnel actions, personal data (e.g., emergency data), medical information, and current performance appraisals. An Employee may review his/her folder upon request.

## **Article 10. Safety and Health**

**Section 1.** The Parties agree to cooperate in the continuing effort to eliminate accidents and health hazards and to encourage Employees to work in a safe manner. The Employer agrees to provide appropriate (a) pre-employment medical examinations and (b) annual physical examinations and will take into consideration information furnished by the Employee's personal physician.

**Section 2.** Employees will be in a duty status while participating in required periodic job-related medical examinations.

**Section 3.** Protective clothing and equipment required by the Employer for the safe performance of duty including, but not limited to, a weapon in good condition, sufficient ammunition, helmet with liner, CPR mask, latex gloves, flexible restraints, baton, handcuffs, chemical agents, speed loaders/magazines, whistle, ID card, uniform badge, name plate, flashlight, portable radio, cold weather clothing for Police Officers assigned to areas such as the North remote ranges, and leather gear commonly referred to as "Sam Brown" equipment.

**Section 4.** The Employer will make conscientious efforts to provide and maintain safe working conditions to the full extent of its authority, that is, the Employer agrees to eliminate physical hazards to the extent these hazards can be eliminated and will reduce exposure to those that cannot be eliminated to the maximum extent possible. The Union will cooperate to that end and encourage the Employees to work in a safe manner.

**Section 5.** Except when exigent circumstances otherwise require, no Employee shall be required to work in or about areas where conditions exist that are unsafe or detrimental to health without proper precautions, protective equipment and safety devices. Also, no Employee who is engaged in hazardous work shall be permitted to work alone.

**Section 6.** As medically required, prompt ambulance service and first aid will be provided to injured or incapacitated Employees on all shifts, to include transportation to an appropriate medical facility. The Employer will notify the Employee's next-of-kin in the event of serious work-related injury or death.

**Section 7.** The Union may appoint a representative to the Department Safety Committee. The Union representative is expected to fully participate in the Committee meetings.

**Section 8.** For Officers working on remote range patrols where no facilities are available for securing water and taking care of sanitation needs, the Employer and Employee shall make appropriate arrangements to take care of the Officer's needs. When an Employee's work hours are extended in one of the remote range areas described above, the Employer will make appropriate arrangements to transport food/water as needed to the Employee.

## **ARTICLE 11. Police Reports**

**Section 1.** It is agreed that Police Reports are an important part of an Officer's job. The substance of a Police Officer's report will not be changed without the Police Officer's knowledge and agreement, if applicable. Applicability is determined by Management. Disagreements can be pursued through the appropriate problem-solving or grievance system.

**Section 2.** Reports are to be clear and understandable so that the Officer may provide clear and precise testimony in any subsequent court proceedings related to the report.

**Section 3.** Training and guidance will be provided to Police Officers in report writing (e.g., sample books, etc.).

## **ARTICLE 12. Seniority**

**Section 1.** Seniority, as it relates to the selection of shift assignments (Article 13), annual leave (Article 17), and days off (Article 13), is defined as continuous time within the current job title (e.g., Police Officer) within the Police (Physical Security) Division.

**Section 2.** Management will assign/allocate military members shift assignments, days off, and annual leave on a ratio basis (number of military assigned to patrol/number of total patrol officers).

**Section 3.** Employees hired off the P.P.P. (DOD Stopper List) will receive seniority credit for their civilian federal law enforcement experience after one (1) year on the job at China Lake.

## **ARTICLE 13. Work Schedule, Hours of Work, and Shift Vacancies**

### **Section 1. Work Schedule.**

a. Work scheduling by Management encompasses determination of the appropriate administrative workweek, tours of duty, shift schedule, number of personnel required, work force balance, leave requirements, training needs, overtime required, etc. The determinations made regarding each of the above-listed areas may fluctuate based on factors such as mission requirements, workload, and budget. Management will interest-based bargain/consult/negotiate appropriately with the Union when significant change is contemplated.

### **Section 2. Days Off.**

a. The normal administrative workweek encompasses five work days. The days available for scheduled days off will be specified by Management. Certain bargaining unit positions (e.g., Division clerical personnel and armorer) have designated days off. All other Employees will select their days off from the listing of available days off provided by Management. The listing will specify for each shift the days off available. Days off will be requested in order of seniority. The listing will be utilized twice yearly (November and May) with the resulting selections effective at the start of the leave year and the beginning of the 14th pay period, respectively. Where application of the seniority selection system causes administrative difficulties (e.g., work force imbalance), Management retains the right to make appropriate change in days off. Employees not working in the Division when days off selection are made will have their days off assigned by Management.

b. When personnel actions such as assignment changes, reassignment within the Division, vacancies, or shift reassignments occur, days off may be changed by Management. Management will attempt to minimize disruption to Employees when making changes. Further, where unique circumstances exist which may cause Employees to request a change in shift, days off, or other aspects of the work schedule, the request will be considered. Any exception to the normal procedures allowed by Management will be made known to the Union.

### **Section 3. Vacancies on shifts.**

a. When it is determined by the Employer there is a vacancy on a shift or shifts to be filled, Management will post the shift vacancies. At that time, Employees may submit by memo their first and second choice of shifts. Management will fill the vacancy in accordance with the seniority, defined in Article 12. The Employees filling the vacancy will be assigned the available days off and will retain them until the next selection of days off.

b. New-hires will be assigned to the Division for training purposes. At the conclusion of such training, they will be tentatively assigned to a vacancy on a shift. Before the new-hire reports to his/her assignment, senior officers will be afforded the opportunity to apply for any open assignments.

**Section 4.** Management and the Union agree to allow periodic management initiated movement of bargaining unit personnel to resolve issues such as individual and Division training/developmental needs, officer exposure to the various technical aspects of law-enforcement duties on all shifts, officer exposure to upper management fostering career enhancement, to avoid officer burnout/stagnation, and to deter development of the negative aspects of “clique” mentality within the various shifts.

a. Individual officers with less than three (3) years Division service may be subject to shift rotation at Management’s discretion and based on perceived need. Normally shift rotation will occur at regular intervals (i.e., every six (6) months.)

(1) “Division time” is defined as continuous (less than a 60-day gap) civilian or military time within the Police Division.

(2) P.P.P. (DOD Stopper List) placements will start their three (3)-year period at zero and remain subject to rotation for three (3) years from the date of Division hire.

b. Individual officers with more than three (3) years Division service may be subject to involuntary rotation every four (4) years.

(1) Involuntary shift rotation of officers may only be initiated every two (2) years.

(2) Those officers rotated will serve a minimum of one (1) year on their assigned shift before reverting back to the seniority pool for shift selection.

(3) Management will seek volunteers first, however, Management is not obligated to accept volunteers if their individual rotation to a different shift will not resolve issues listed above.

- (4) Monetary incentive awards will be provided to those officers displaced (including volunteers) by their shift rotation.
  - (5) Officers receiving incentive awards for shift rotation will remain eligible for additional awards based on performance.
- c. Individual performance issues that warrant shift rotation will be handled according to established OPM rules and discussed with Union officials prior to involuntary shift rotation outside of policies established in items (a) and (b) above.

**Section 5.** To the extent possible, Management will man in accordance with OPNAVINST 5530.14C.

#### **ARTICLE 14. Adjustment of Work Schedules for Religious Observances**

**Section 1.** An Employee's election to work compensatory time in order to be excused from duty for religious observance purposes may be granted unless prevented by exigencies of the service. In the event an Employee has worked compensatory time in advance of the requested time off, release from duty for that religious observance will be authorized unless such schedule would interfere with efficient accomplishment of the Division's mission.

#### **ARTICLE 15. Promotions and Temporary Assignments**

**Section 1.** Promotions and temporary assignments to positions within the bargaining unit will conform to the provisions of the current Federal personnel manual and other current applicable provisions of law and regulations.

**Section 2.** Understanding that merit promotion is but one option for filling positions (other options: reinstatements, OPM registers, expanded area-of-consideration advertisements, etc.), it is agreed that the Employer shall, give full consideration to the skills and talents of the Employees for promotions and temporary assignments to positions within the bargaining unit.

**Section 3.** Management will post vacancy announcements on the official bulletin board(s) in the Police Building and will send e-mail copies to all hands in the bargaining unit.

**Section 4.** If requested by the Employee, it is agreed that the selecting supervisor will advise unsuccessful best qualified candidates of the reasons for the selection made within the Police (Physical Security) Division and the reasons for non-selection.

**Section 5.** It is understood that, if an Employee fails to receive proper consideration for a promotion action, the Employee will be given priority consideration as described in the current Merit Promotion instruction.

**Section 6.** A temporary assignment or detail is the movement of an Employee to a different position or set of duties for a specific period without a change in pay status. When opportunities exist for temporary assignment or detail of an Employee for more than one week, Employees will be given the opportunity to volunteer. If the assignment is to a higher graded position and will be for more than 14 days, Management will temporarily promote the Employee for those complete pay periods encompassed by the temporary assignment.

**Section 7.** Temporary assignments of more than 30 days will be made a matter of record in the Employee's Official Personnel Folder.

## **ARTICLE 16. Overtime**

**Section 1.** The Employer retains the right to assign overtime. Overtime will be assigned in a fair and equitable manner, taking into consideration factors such as skills, safety, qualifications, training, worksite, etc.

**Section 2.** Management will maintain a mandatory overtime roster in accordance with the CLPD Policy and Procedures. Once notified of the requirement to work overtime, the notified Employee is responsible for reporting at the specified time. The following procedure may be used to arrange for a substitute:

- a. When contacted by the Employer, the Employee will acknowledge that they are responsible for working the overtime. If they want a substitute Employee to work in their place, it is the Employee's responsibility to locate an acceptable substitute.
- b. If the Employee has located a substitute, both the notified Employee and the substitute will promptly confirm the substitution with the Employer.
- c. For "a" and "b" above, the Employer retains the authority to approve/deny the substitution.
- d. Only the Employee who actually works the overtime will receive credit on the mandatory overtime roster.

**Section 3.** A person who volunteers for special events (e.g., Air Show, Change of Command) will not receive credit on the overtime roster. Special events will be posted as far in advance as possible.

**Section 4.** Nothing in this section precludes Management from directing Employees to work overtime until persons next up on the roster can be located. If the Employee directed to work overtime works four (4) hours or more, the Employee receives credit on the overtime roster. The Employee performing the overtime work may inform the Employer if they desire to work only until a person on the mandatory overtime roster can report or if they desire to work for the entire shift. The Supervisor will render a decision based on the needs of the division.

## **ARTICLE 17. Annual Leave**

**Section 1.** General annual leave policy is described in the Time, Leave, and Pay Instruction.

**Section 2.** The Employer shall prepare a leave schedule for bargaining-unit members for each shift. The schedule will show the maximum number of each position that normally may be released on scheduled leave at any one time (this number is presently set at one Employee per shift in each position). Each Employee will be given the opportunity between 1 January and 31 January to select a period of annual leave for the year of not less than one (1) consecutive scheduled workweek. Seniority (as defined in Article 12, Seniority) will determine order of selection. After all Employees have had the opportunity to select one (1) consecutive period of scheduled leave, the schedules will be posted by 15 February and Employees may select a second period of scheduled annual leave within ten (10) days of posting. This leave will also be granted by seniority. These selections will normally remain unchanged for the balance of the leave year. However, the Employer retains the right to cancel scheduled leave and recall an Employee from leave should circumstances dictate. Normally, Employees will only be recalled due to unusual or emergency circumstances. In the event that the leave is cancelled, the Employee will select another period from those remaining periods available.

**Section 3.** Those Employees who were not in the bargaining unit during the leave selection process defined in the above section will utilize the process defined below for annual leave requests.

**Section 4.** Requests for annual leave not covered in Section 2 will be considered in the order of their submission.

**Section 5.** Emergency requests for leave will be considered on an individual basis. Employees requesting leave will call the supervisor on duty prior to the Employee's tour of duty, circumstances permitting. The Employee will state the reason(s) for the request and the approximate time he/she anticipates to be absent from work. Emergency requests for leave will normally be granted, the Employer agrees that the Employee will be advised without hesitation for any disapproval.

## **ARTICLE 18. Sick Leave**

**Section 1.** Employees shall earn sick leave in accordance with applicable laws and regulations. Sick leave will be granted to Employees when they are incapacitated because of illness or injury. Employees who are unable to report to duty because of incapacitating conditions will notify the on-duty Watch Commander as soon as possible prior to the start of the Employee's shift and will discuss the expected duration of illness; if the duration is unknown, the Employee will call in daily. An exception to the notification requirement will be an extreme emergency or where circumstances do not permit time for this notification. Nothing above prevents Management from subsequently disapproving sick leave if abuse of sick leave is discovered.

**Section 2.** Except as hereinafter provided, Employees shall not be required to furnish a medical certificate to substantiate requests for sick leave unless such leave exceeds five continuous days. However, a Supervisor may accept an Employee's signed statement explaining the nature of the illness, instead of a medical certificate. However, when there is reason to believe that sick leave has been abused, the following applies:

- a. Where the problems arise from a pattern of sick leave abuse: A medical certificate could be required to justify the granting of subsequent sick leave, regardless of the duration. When such a requirement is levied, it is agreed that the Supervisor will review the sick leave record at least annually, and upon request of the Employee, semi-annually. Where such review reveals sufficient improvement in the usage of sick leave during the review period, the Employee will be notified in writing that a medical certificate will no longer be required for each absence which is claimed due to illness for periods of five days or less.
- b. If an individual request for sick leave appears questionable, the Supervisor can ask for additional information (e.g., a medical certificate). Ideally, this Employer request for additional information will be made as soon as possible.

**Section 3.** Maternity/Paternity leave will be granted in accordance with applicable laws, current rules or regulations.

## **ARTICLE 19. Civic Responsibilities**

**Section 1.** All Employees have a civic responsibility to respond to calls for jury duty and other court services.

**Section 2.** Permanent and temporary full-time and part-time Employees are entitled to court leave for jury service in any municipal, state, or federal court. When discharged from jury duty by a court during working hours, an Employee is permitted a reasonable amount of time to return to work, depending upon the location of the court and the distance to the worksite. Following discharge from jury duty, Employees on the swing or night shifts will be given court leave for all or part of their shift only if a return to duty would be a hardship considering the time of discharge and time of shift.

**Section 3.** Employees who are summoned or assigned by the Employer to (a) testify (whether in an official or unofficial capacity) or (b) produce official records on behalf of the United States will be in an official duty status. Employees who are summoned or assigned by the Employer to testify in an official duty status. Employees who are summoned or assigned by the Employer to testify in an official capacity or to produce official records on behalf of a state or local government or a private party will be in an official duty status. Employees who are summoned to appear as a witness in a judicial proceeding on behalf of a state or local government will be granted court leave.

**Section 4.** Employees who are released by Management to serve as blood donors will be granted excused time, without loss of pay and without charge to leave, up to 4 hours if necessary.

## **ARTICLE 20. Temporary Duty Travel**

**Section 1.** Employees may be required to travel only under conditions prescribed by pertinent provisions of the Joint Travel Regulations. When such temporary travel duty is necessary, the desires, convenience, and comfort of the Employees will be considered consistent with the mission assigned. In this regard, the Employer will make reasonable effort to schedule travel during normal duty hours.

## **ARTICLE 21. Training**

**Section 1.** The Parties agree that the training and development of Employees within the bargaining unit is a matter of significant importance. The Employer will, taking into account respective position and budget requirements, train Employees in a fair and equitable manner.

**Section 2.** The Employer agrees to record appropriate job-related training accomplishments and provide a copy of such to the Employee on request.

**Section 3.** It is the policy that Employees will be provided instruction in the use of new forms or equipment required in the performance of assigned duties; normally, prior to implementation.

**Section 4.** Weapons qualifications and/or familiarizations will be conducted for all authorized weapons in accordance with current Navy instructions, rules, and regulations.

**Section 5.** The Employer will make a conscientious effort to notify Employees of mandated training as far in advance as possible which will result in a work schedule change or necessitate off-station travel.

## **ARTICLE 22. Classification and Wage Administration**

**Section 1.** Upon request, Employees shall be furnished a copy of their official position description and may discuss its contents with their supervisor at any time deemed to be mutually convenient given workload considerations. The official position description contains all of the principal duties and responsibilities which may affect the classification, title, series, or grade of the job.

**Section 2.** The Employer will inform the Union prior to the implementation of any new or revised position classification standards which will adversely affect the present classification of positions in the Unit. Position classification standards will be made available for review in the Human Resources Department.

**Section 3.** The term “performs other duties as assigned” as used by Management shall normally mean tasks related to the position.

## **ARTICLE 23. Disciplinary and Adverse Actions**

**Section 1.** The Employer has the sole responsibility for initiating and effecting disciplinary action (reprimands and suspensions of up to 14 days) or adverse action (suspensions of more than 14 days, downgrades, furloughs, and removals). Such actions will be taken in accordance with applicable laws and regulations.

**Section 2.** The parties agree to utilize alternative discipline where appropriate. Both the Employer and Employee must mutually agree to utilize this option. No negative inference will be drawn if the parties do not utilize this process.

## **ARTICLE 24. Demonstration Project Provisions**

**Section 1.** Certain members of the bargaining unit occupy positions covered by the Demonstration Project. Various laws and regulations have been waived as part of the Demonstration Project’s approval. Because of these waivers, some Demonstration Project procedures differ from other Civil Service procedures. Further, various Demonstration project implementing procedures now in existence may change as experience or outside influence dictate.

**Section 2.** It is the intent of the Employer and Union that, where a conflict exists between current Demonstration Project policies such as migration to a lower classification level, performance rating appeals, and classification appeals and the Agreement between the Parties, that Demonstration Project appeal/review/reconsideration procedures will be followed for Employees in the Unit who are in Demonstration Project positions.

**Section 3.** Unit Employees who occupy positions covered by the Demonstration Project can use the appropriate problem-solving or negotiated grievance procedure on all non-Demonstration Project issues.

## **ARTICLE 25. Grievance Procedure**

**Section 1.** The purpose of the grievance procedure is to provide a framework for resolution of Employee, Employer, or Union concerns.

**Section 2.** For the purposes of this article, a grievance means any complaint:

- a. By any Employee concerning any matter relating to the employment of the Employee,
- b. By the Union concerning any matter relating to the employment of any Employee,
- c. By the Employer, the Union, or an Employee concerning:
  - (1) The effect or interpretation, or a claim of breach, of this Agreement.
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

**Section 3.** Matters excluded from the Grievance procedure are:

- a. Any claimed violation relating to prohibited political activities.
- b. Retirement, life insurance, or health insurance decisions.
- c. Any examination, certification, or appointment.
- d. Certain Demonstration Project issues, as defined in Article 24.
- e. Non-use of alternative discipline.

**Section 4.** Any Union or Employee grievance not taken up with the Employee's Supervisor within thirty (30) days after the occurrence of the matter out of which the grievance arose shall not be presented or considered at a later date except where the Employee or Union could not have been aware of being aggrieved. Where the Employee or Union could not have been aware of being aggrieved, the time limit for filing a grievance is extended to six (6) months after the occurrence of the matter out of which the grievance arose. Where the Union or the Employee does not meet a specified time requirement for processing a grievance, the grievance processing is stopped. Where Management does not meet a specified time requirement for processing a grievance, the

grievance may move to the next step. Extensions may be mutually agreed upon when the Union and Management determine it is in their best interests.

**Section 5.** A grievance may be withdrawn by the filing party at any time.

**Section 6.** When several Employees have an identical grievance (where no individual variations are involved), the Union will combine the cases for processing under the grievance procedure as a class action. The Employees will be advised by the Union that it is processing a class action grievance for the group.

**Section 7.** An Employee may be represented only by the Union (or by a person approved by the Union) in filing a grievance under this procedure. An Employee wishing to present a grievance without the intervention of the Union may do so; however, any grievance adjustment must be consistent with the terms of this Agreement and the Union will be given the opportunity to be present at the time of adjustment. Requests for adjustment shall be made in accordance with the procedures defined in Section 8 except that the Employee is not entitled to any representation at the various steps.

**Section 8.** When using the traditional grievance process, the following procedures will be used:

Informal. The grievance will first be discussed informally by the Employee with the immediate Supervisor (normally, the Watch Commander) within thirty (30) days of the occurrence of the matter of concern (see Section 4 for the only exception to this rule) or from the time the Employee became aware of the matter of concern. The immediate Supervisor will answer the grievance within ten (10) days of receipt of the grievance.

Step 1. If no informal resolution is reached, the Employee may file a written grievance with the appropriate Branch Head. This filing must be made within ten (10) days after receipt of the informal answer. The grievance will be answered in writing within ten (10) days of receipt of the grievance. The Employer will provide the Employee with two copies of the decision; it is the Employee's option to give the Union a copy.

Step 2. If no resolution is reached at Step 1, the Employee may file a written grievance with the Division Head. This filing must be made within ten (10) days after receipt of the Step 1 answer. The grievance will be answered in writing within ten (10) days of receipt of the grievance. The Employer will provide the Employee with two copies of the decision; it is the Employee's option to give the Union a copy.

Step 3. If no resolution is reached at Step 2, the Employee may file a written grievance with the Head, Safety and Security Department within ten (10) days after receipt of the Step 2 answer. The grievance will be answered within thirty (30) days. The Employer will provide the Union a copy of the decision to the Employee. If the Employee is dissatisfied with the Step 3 answer, the Employee may request the Union to invoke arbitration (see the Arbitration

article); arbitration must be invoked within thirty (30) days of the Step 3 answer.

**Section 9.** Employee grievances arising from disciplinary or adverse actions are handled as follows:

- a. Grievable letters of caution and requirement and letters of reprimand, if grieved, begin at Step 3 of the grievance process.
- b. Suspensions of fourteen (14) days or less, if grieved, may be arbitrated if the Union so chooses.
- c. Adverse actions (suspensions of more than fourteen days, downgrades, removals, and certain furloughs), if grieved, are handled in accordance with law. As described in law, an Employee can elect to either grieve the adverse action or exercise statutory appeal rights, but not both.

## **ARTICLE 26. Arbitration**

**Section 1.** Only Management or the Union may elect arbitration. The party requesting arbitration shall notify the other party (the Union will notify the Employee and Labor Relations Division; Management will notify the Union President) in writing within thirty (30) days after receipt of the decision from the last step of the grievance process.

**Section 2.** The moving party shall request the Federal Mediation and Conciliation Service to provide a list of nine (9) arbitrators. The Parties shall confer within ten (10) days after both parties have received copies of the list. The Parties will alternately strike names until only one name remains. The remaining name will be the duly selected arbitrator. Determination of who will strike a name first will be decided by a coin toss.

**Section 3. Submissions.** Within ten (10) days after the selection of the Arbitrator, the Parties will contact the Arbitrator and set an acceptable date for the hearing. Within twenty (20) days after setting the hearing date, the Parties' representatives will correspond and attempt to agree upon the issues, the matters of stipulation, and joint submissions, including material facts and each Parties' position on the grievance. Twenty (20) days prior to the hearing date, the above submissions will be made to the Arbitrator. The arbitrator shall not change, modify, alter, delete, or add to the provisions of the Agreement. If the Parties cannot agree on the submissions, each Party will make its own submission within the above time limits, providing a copy to the other Party.

**Section 4. Hearing Location and Witnesses.** The arbitration hearing will be held, whenever practicable, on the Employer's premises and during the normal "day" shift hours. Employees called as Union witnesses will be excused from duty without loss of pay or charge to leave to the extent necessary to participate in the official proceedings if

otherwise in a duty status; it is understood that overtime or compensatory time will not be paid for time involved in the proceedings. Any cost involved in calling non-Naval Air Weapons Station witnesses is paid for by the calling Party.

**Section 5. Costs.** The compensation and expense of the Arbitrator and of arbitration shall be borne equally by the Parties. Where not required by the Arbitrator, either party shall have a right to a transcript at its own expense.

**Section 6. Priority.** Grievances which are appealed to Arbitration and which contain continuing liability shall be given priority over all other grievances in the arbitration procedure at that time.

**Section 7.** The arbitrator will be requested by the Parties to render a decision as quickly as possible, but in any event no later than thirty (30) days after the conclusion of the hearings unless the Parties otherwise agree.

**Section 8.** The arbitrator's finding shall be binding on the parties; however, either party may file exception to an award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the FLRA. If either party decides to take exception to the arbitrator's award, or to seek advice or guidance from higher authority on implementation of the finding, they will notify the other party within twenty (20) days of receipt of the arbitrator's finding.

## **ARTICLE 27. Unfair Labor Practices**

**Section 1.** Prior to filing an official Unfair Labor Practice charge, the parties agree that an attempt at local resolution or settlement will be made by use of consensual problem-solving means.

## **ARTICLE 28. Equal Employment Opportunity**

**Section 1.** The Parties agree to cooperate in providing equal opportunity for all persons, to prohibit discrimination because of age, sex, race, religion, color, national origin, non-disqualifying physical or mental handicap, or as amended by law.

## **ARTICLE 29. Sexual Harassment**

**Section 1.** Sexual harassment is a form of Employee misconduct which undermines the integrity of the employment relationship. All Employees must be allowed to work in an environment free from unsolicited and unwelcome sexual overtures. Sexual harassment debilitates morale and interferes in the work productivity of its victims and co-workers.

**Section 2.** Sexual harassment is a prohibited personnel practice when it results in discrimination for or against an Employee on the basis of conduct not related to performance, such as taking or refusal to take a personnel action, including promotion of Employees who submit to sexual advances or refusal to promote Employees who resist or protest sexual advances.

**Section 3.** Specifically, sexual harassment is deliberate or repeated unsolicited verbal comments, gestures, or physical contacts of a sexual nature which are unwelcomed.

### **ARTICLE 30. Reduction-in-Force**

**Section 1.** The Employer agrees to notify the Union of any pending reduction-in-force adversely affecting the Employees in the Unit. Such notice will include reasons for the RIF, number, types, and grades of positions affected and will be provided to the Union prior to the issuance of RIF notices to Employees.

### **ARTICLE 31. Effective Date and Term**

**Section 1.** This Agreement as executed by the Parties becomes effective on the date of approval by the Secretary of the Navy. It shall remain in effect for one year from that date. It may be extended for up to two years thereafter by mutual agreement. This contract remains in effect until a new one is negotiated and approved.

**Section 2.** During the course of this Agreement, amendment may be required because of changes in applicable laws or executive orders which affect any of the terms of the Agreement. In this event, the parties will meet within 30 days after receipt of a written request from either Party for the purpose of negotiating new language that will meet the requirements of such laws or executive orders. Such amendment will be duly executed and will become effective on a date determined to be appropriate under the circumstances. In witness, the Parties have executed this Agreement on 3 June 1999.

For Management:

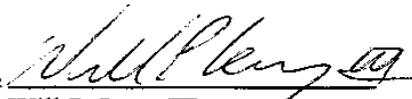
For Union:

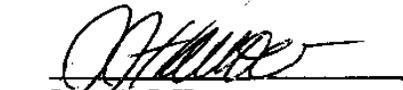
  
Donald J. Cortichiato  
Chief Negotiator

  
Robinson (Bones) Hetherington III  
Chief Negotiator

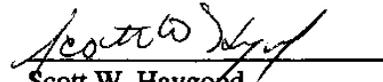
  
Brian C. Cornett

  
Richard L. Gossett, Jr.

  
Will P. Levy III

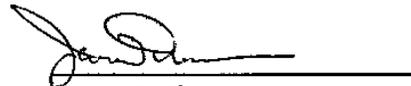
  
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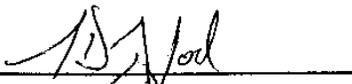
  
Jeffrey S. Morgan

  
Scott W. Haygood

  
Kerry B. Swiggum

  
Jason S. Hohler

  
James D. Turner

APPROVED:   
J.D. Langford  
Captain, U.S. Navy  
Commanding Officer  
Naval Air Weapons Station

5/4/99  
Date

Approved by the Department of Defense on 3 June 1999 to be effective on that date.



**NAWS/IAFF LOCAL F-32**

**LABOR CONTRACT**

**31 January 1997**

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## **Article 1 - Exclusive Recognition and Unit Designation**

**Section 1.** The Employer recognizes that the Association is the exclusive representative of all Employees in the unit; including those who are not members of the Association. This contract covers non-supervisory Demonstration Pay Project (DG) members of the Fire Division who are in positions described in Appendix I.

**Section 2.** For purposes of clarity, employees in the bargaining unit are referred to as “Employees”, Naval Air Weapons Station-China Lake management is referred to either as the “Employer” or “Management”, and the International Association of Firefighters is referred to as the “Association”. Further, “days” (unless otherwise stated), when mentioned in this Agreement, refers to “calendar days” and “operation” can refer to the various Fire Stations. Lastly, “IAFF” refers to the International Association of Fire Fighters.

## **Article 2 - Management Rights and Responsibilities**

**Section 1.** Management rights, as defined by 5 USC 7106, include the right to manage the Fire Division (e.g., determine the mission, budget, organization, and number of Employees), schedule/modify working hours, institute changes in work practices, direct the work force (including the right to hire, promote, transfer, and take disciplinary/adverse actions). Management retains the sole responsibility to determine the numbers, type, and grades of Employees/positions, work projects and tour of duty.

**Section 2.** The requirements in this Article and in Article 4, Application of Federal Law and Regulation, shall apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Association.

**Section 3.** The Station recognizes its obligation, upon request, to negotiate the impact of “Management rights” (5 USC 7106(b)) changes.

**Section 4.** It is a Management responsibility, if disciplinary or adverse action is being considered against an Employee, to advise the Employee of the right to have a Steward present during the questioning, if the Employee so chooses.

**Section 5.** The parties have entered into a Partnership Agreement. The Parties agree that the Partnership process is evolving and continuing mutual trust and respect are key elements. To nurture the process, regularly planned Partnership Committee meetings will be held. The model used in these meetings is the consensus problem-solving model, modified to our needs, that the Federal Mediation and Conciliation Service trained us on during ‘Interest Based Bargaining.’

We will strive to use consensus problem-solving techniques to the fullest extent possible prior to using traditional bargaining procedures.

**Section 6.** When Employee position descriptions are to be reclassified, the Employer agrees to consult with the representative of the Association concerning the contents of the description and will give consideration to the Association's views.

**Section 7.** Past practices shall continue in full force and effect to the extent they are not in conflict with, or inconsistent with the Agreement.

**Section 8.** Consultation/Consult means the serious exchange of views and positions, either orally or in writing, on matters of mutual concern. In the process of consultation, both parties attempt to reconcile the other party's views with their own.

### **Article 3 - Employee Rights**

**Section 1.** The Employer and the Association agree that employees shall have the right, freely and without fear of penalty or reprisal, to form, join, and assist any labor organization, or to refrain from such activity.

**Section 2.** It is further agreed that the rights do not extend to participation in the management of a labor organization or acting as a representative of such an organization where such participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of an employee.

**Section 3.** Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

**Section 4.** Each employee shall have the right, freely and without fear of penalty or reprisal, to discuss with their Fire Division supervisor(s) any matter affecting their duties, working conditions, and employment status. Upon the employee's request, the supervisor shall arrange a time to do this without unduly disrupting the work schedule of the employee or the supervisor.

**Section 5.** Employee representation rights will be in accordance with 5 USC 7114.

**Section 6.** When an Employee requests to see a Steward/Association Official, the Employee shall notify the immediate Supervisor of this request and the Supervisor shall, in a timely manner given mission requirements, arrange for the Employee to meet with the Steward.

### **Article 4 - Application of Federal Law and Regulation**

**Section 1.** It is agreed and understood by the Employer and the Association that in the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published Navy and Department of Defense policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

**Section 2.** Unfair labor practices.

a. In accordance with Section 7116 of Title VII of the Reform Act, agency management shall not:

(1) Interfere with, restrain, or coerce any employee in the exercise by the employee of any right under Title VII;

(2) Encourage or discourage membership in any labor organization by discrimination in connection with hiring, tenure, promotion, or other considerations of employment;

(3) Sponsor, control, or otherwise assist any labor organization, other than to furnish, upon request, customary and routine services and facilities if the services and facilities are also furnished on an impartial basis to other labor organizations having equivalent status;

(4) Discipline or otherwise discriminate against an employee because the employee filed a complaint, affidavit, or petition, or has give any information or testimony under Title VII;

(5) Refuse to consult, or negotiate in good faith with a labor organization as required by Title VII;

(6) Fail or refuse to cooperate in impasse procedures and impasse decisions as required by Title VII;

(7) Enforce any rule or regulation (other than a rule or regulation implementing Section 2302 of Title VII) which is in conflict with any applicable collective bargaining agreement if the agreement was in effect before the date the rule or regulation was prescribed; or

(8) Otherwise fail to comply with any provision of Title VII.

b. In accordance with Section 7116 of Title VII of the Reform Act, the Association shall not:

(1) Interfere with, restrain, or coerce any employee in the exercise by the employee of any right under Title VII;

(2) Cause or attempt to cause an agency to discriminate against any employee in the exercise by the employee of any right under Title VII;

(3) Coerce, discipline, fine, or attempt to coerce a member of the labor organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee or the discharge of the member's duties as an employee;

(4) Discriminate against an employee with regard to the terms or conditions of membership in the labor organization on the basis of race, color, creed, national origin, sex, age, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping condition;

(5) Refuse to consult or negotiate in good faith with an agency as required by Title VII;

(6) Fail or refuse to cooperate in impasse procedures and impasse decisions as required by Title VII:

(7) (a) Call, or participate in, a strike, work stoppage, or slowdown, or picketing of an agency in a labor/management dispute if such picketing interferes with an agency's operations, or (b) condone any activity described in subparagraph (a) of this paragraph by failing to take action to prevent or stop such activity.

(8) Otherwise fail or refuse to comply with any provisions of Title VII; or

(9) Deny membership to any employee in the Unit except for failure of the employee to (a) meet reasonable occupational standards uniformly required for admission; or (b) tender dues uniformly required as a condition of acquiring and retaining membership. This does not preclude the Association from enforcing discipline in accordance with procedures under its constitution or by-laws which conform to the requirements of Title VII of the Reform Act.

c. Prior to filing an official unfair labor practice charge with the Federal Labor Relations Authority, the Employer and Association agree that an attempt at local resolution or settlement will be made, and will take no longer than fourteen (14) calendar days. The time allowance may be extended only by mutual consent.

## **Article 5 - Association Representatives**

**Section 1.** The Association shall submit to the Employer the names of local Association Officers and Stewards. This listing shall be in writing and shall be kept current by the Association. The Employer agrees to provide training for dispute resolution and general steward training for appointed stewards and Association Officers. The total number of Association Officers shall not exceed five (5), the President, 1st Vice

President, 2nd Vice President, Secretary, Treasurer any of five (5) board members. The Employer further agrees that Association Officers as listed above will be authorized a reasonable amount of official time away from the job to perform their representational activities in accordance with 5 USC 7114. It is agreed that five (5) members of the Unit may be designated as Stewards for the specific purpose of investigating and processing grievances of members of the Unit. Employees at Fire Station 4 (Randsburg Wash) shall be represented by the Steward at Fire Station 1. It is the intent of the Employer and the Association that the Steward will normally conduct Association/Employer business with an employee's immediate supervisor. If necessary, an Association Officer may be requested by the Steward to assist him in the conduct of Association/Employer business. In the absence of the Steward, an Association Officer may serve as Steward.

**Section 2.** Subject to Fire Division staffing requirements, employees in the Unit who have been elected or otherwise designated to participate in official Association business requiring their absence from work may be granted a leave of absence for that purpose. Reasonable notice shall be submitted by the Association in writing to the Employer designating: (1) the employee(s) to be absent; (2) the purpose for which such absence is required; (3) the duration of such absence; and (4) the period of leave requested to permit reasonable travel time to and from such place of business; (5) expenditures for such business if known. At the option of the Employer, such absence may be charged to official time or administrative leave, if in the best interest of the Employer, or the employee(s) may elect annual leave or leave without pay.

**Section 3.** Official time is not authorized for such activities as solicitation of membership, preparation of employee's dues, campaigning for offices, distribution of materials, or other matters pertaining to the internal business of the Association.

**Section 4.** Consistent with staffing requirements, Association Officers will be allowed reasonable official time during work hours to discuss work-related matters within the scope of this Agreement with the Employer or representative of the Employer. Association Stewards will be allowed reasonable time to investigate complaints and process grievances of members of the Unit on official time if in a duty status. The intent is to bring about prompt and expeditious disposition. The Employer agrees that there shall be no restraint, interference, coercion, intimidation, or discrimination against Officers and Stewards because of the performance of such duties.

**Section 5.** The Association shall be given the right to have a representative present at discussions, examination or investigation between supervisors and employees concerning grievances, personnel practices or other matters affecting general working conditions of employees in the unit.

**Section 6.** When an employee(s) wants to see his Steward, he shall notify his immediate supervisor that he wishes to see his Steward, and the supervisor shall, as soon as practicable, arrange for the employee to see his Steward. Immediate arrangements will be made in cases involving alleged hazardous conditions or a lost-time accident.

**Section 7.** When it is necessary for a Steward to leave his work station during working hours in the performance of his Steward's duties, he will secure permission to

leave from his immediate supervisor, and will report to the immediate supervisor of the aggrieved employee and on return to his own work station the Steward will notify his immediate supervisor.

**Section 8.** Consistent with staffing requirements, the Employer will attempt to avoid the transfer of any Steward from the schedule that he held at the time he was designated Steward. Reasonable advance notice will be made to notify the Association if the transfer is known to be longer than thirty (30) days.

**Section 9.** Duly authorized officials of the International Association of Fire fighters shall be permitted to visit the Fire Division for conducting official Employer-Association business but not to conduct internal Association business.

**Section 10.** Association bulletin boards will continue at all three stations. Employee bulletin boards will be maintained in the living quarters of all stations to be used for personal messages and bulletins, etc.

**Section 11.** Use of Office Space and Equipment. The Employer agrees to provide space for the Association to conduct its official representational duties. This will include an Employer provided telephone with an outside line. In addition, the Employer will allow the Association to utilize, if available, the Fire Department's copier and FAX. The Association agrees to pay for and/or provide all supplies associated with using this equipment, this includes but is not limited to paper, toner, ribbons, computer disks, etc.

**Section 12.** Use of Official Facilities. The Employer agrees to provide facilities available for meetings of IAFF Local F-32 during non-working hours of unit employees and the use of space is not precluded by official need or the terms of applicable directives. Such use will have no disrupting or distracting effect on the mission of the Employer.

## **Article 6 - Work Schedule**

**Section 1.** For the purposes of this Agreement, the following terms are defined to mean:

- a. "Schedule". A scheduled tour of duty separated by a scheduled tour of no duty.
- b. "Schedule". The personnel assigned to a fire suppression operation/schedule normally under the direction of an Assistant Fire Chief.
- c. "Operation". Fire Station No. 1, Fire Station No. 3, Fire Station No. 4, or any Fire Division function associated with each station.

**Section 2.** The assignment of employees to the Section and type of operation is the prerogative of the Employer. Within the constraints of 5 CFR 610, reasonable efforts will be made to give notice to employees when changing their operation or shift in

accordance with law, rule, and regulation; provided the change is not an emergency move but is of a permanent assignment.

**Section 3.** While the normal pattern of work in the Unit is a system with each schedule alternating 48 hour tours of duty, the Employer retains the right to change the work pattern to conform to new regulations or laws. Prior to making these changes, the Employer shall negotiate agreement on a mutually satisfactory work pattern with the Association in accordance with law, rule, and regulation.

**Section 4.** While the work pattern is a 48 hour shift, employees in each operation shall have seven (7) work schedules from which to select. The Employer shall issue a schedule of days off available for each shift and type of operation, consistent with staffing level requirements. Selections of day off will be made by the employees in order of seniority as defined in Article 16. Selection of work schedule shall be made from remainder of available work schedules. Thus, DG-3 Driver/Operators shall select from remainder of available work schedules after DG-3's have selected a work schedule, and DG-2 Firefighters shall select from remainder of available days after DG-3 Driver/Operators have selected a work schedule. However, when a vacancy occurs resulting in the relinquishing of a work schedule, those standing lower in the order of seniority for the selection of work schedules in the grade level or position affected will be provided the opportunity to reselect work schedules.

**Section 5.** The Employer agrees to post all schedule vacancies. Selection of these vacancies will be in accordance with seniority (see the Seniority article). Subject to staffing requirements.

**Section 6.** Work schedules selected will remain in effect until reselection unless one of the following occurs:

- a. The employee moves to a Fire Protection Inspector position.
- b. The employee voluntarily requests a change from one schedule and/or operation to another. In this event, new work schedule selection is made on the basis of seniority from among those remaining work schedules available.
- c. When the Employee is involuntarily changed from one schedule and/or operation to another, or promoted, the Employee may retain the same work schedule as previously held providing staffing levels permit.

**Section 7.** While the work pattern is a 48-hour shift operation, the following situations will be accepted practices:

- a. Employees will be allowed to trade time via work exchanges for one another when the employees mutually agree to such an arrangement. An employee may be involved in a maximum of two work exchanges per pay period. The work exchanges may be for all or part of the shift. The work exchange must first be approved by the Assistant Fire Chief and occur within the same pay period. All request(s) described

above will be submitted to the Assistant Chief no later than noon on the Wednesday of the week prior to the first shift requested.

b. It is agreed that a lower-graded employee may enter into work exchange for a higher-graded employee, to be determined on a case-by-case basis by the Assistant Fire Chief.

### **Section 8. Early Relief.**

a. The Employer agrees to recognize the practice of early relief wherein fire suppression personnel may relieve another Employee on the opposite shift prior to his/her scheduled starting time. This practice will not have the effect of increasing or decreasing the number of compensable hours of work, over a period of time, where it is voluntary on the part of the Employees. The following guidelines are applicable to this practice:

(1) Employees reporting in on early relief will be required to report to the senior fire captain.

(2) Early relief is limited to one hour (between 0700 and 0800) and must be approved by the senior fire captain of the fire station where the relief is taking place. The supervisor will not withhold approval arbitrarily.

(3) A complete and explicit turnover of responsibilities shall be made between the off-going and on-coming employees at the time of the relief.

(4) An employee who utilizes the early relief must be fit and ready to assume all duties when reporting for work, including responding to all calls immediately.

(5) Since this practice is voluntary on the part of the Employee, the Employee's participation in this program will not result in any grievance or claim against the Employer. Management in no way will be responsible for tracking the amount of time traded between two Employees or whether that time was paid back entirely.

(6) If an Employee exercises the right to participate in the early relief practice and is properly relieved, the Employee will be considered off-duty and will not claim any injury sustained as an on-the-job injury.

(7) The Employee committed for overtime (the first employee from the top of the overtime list, who is on duty) in each position classification (Lieutenant and Firefighter) will not be allowed to participate in the early relief practice until all personnel scheduled to report for duty have arrived at their duty stations. It is the committed Employee's responsibility to ensure he/she does not effect an Early Relief until all scheduled personnel have arrived at their duty stations.

(8) It is agreed that a lower-graded Employee may enter into an early relief for a higher-graded Employee, to be determined on a case-by-case basis by the senior Station Captain.

(9) The early relief will be by personnel assigned to the same Station.

## **Article 7 - Overtime**

**Section 1.** Overtime assignments will be distributed among Employees who volunteer for overtime as fairly and equally as possible. The parties agree that overtime should be assigned and worked only when necessary.

**Section 2.** The Employer will make available to a Unit member their own Fire Division record of overtime assignments upon request.

**Section 3.** If an Employee is called back to work, any unscheduled overtime work performed will be considered to be at least two (2) hours in duration for overtime pay purposes. An Employee will be considered to have been called back to work if there is an intervening period before or after the normal shift in which no compensation is received.

**Section 4.** On request of an Employee, the Employer may grant the Employee compensatory time off from their scheduled tour of duty instead of paying overtime in accordance with applicable law, rule, and regulation. Overtime to be administered in accordance with agreements- Division Orders and MOUs.

## **Article 8 - Sick Leave**

**Section 1.** Employees shall earn and be granted sick leave in accordance with applicable statutes and regulations.

**Section 2.** Sick leave shall be granted to employees when they are incapacitated for the performance of their duties by illness or injury and when it is necessary for them to secure medical, dental, or optical examination or treatment. Sick leave may also be granted to employees to care for family members in accordance with the Family Leave Act. Employees shall give the Employer maximum amount of prior notice of their intention to use sick leave for the above-stated purpose.

**Section 3.** Employees will normally not be required to furnish a doctor's certificate to substantiate requests for approval of sick leave, unless such sick leave exceeds forty-eight (48) hours (for employees on a 56- or 40-hour schedules, more than three (3) days). It is agreed and understood that the Employer has the right to require in individual cases that an employee furnish a medical certificate for each absence which he claims was due to incapacitation for duty.

**Section 4.** When there is specific evidence that the employee has abused sick leave privileges, the Employer may counsel the employee with respect to the use of his sick leave and a record of such counseling will be kept on file. Further, the employee may be furnished written notice that he must furnish a medical certificate for each absence which he claims was due to illness. Such written notices will not be filed in the

employee's official personnel file. Employees will be given two copies of the medical certificate requirement notice and advised that the additional copy is for delivery to the Association if the employee chooses. The attendance records of employees required to submit a medical certificate for each absence on sick leave shall be reviewed annually and upon request of the employee semi-annually. The requirement will be rescinded, in writing, at such time as improvement in the employee's sick leave record warrants. Sick leave absences covered by medical certificate(s) will not be considered as abuse of sick leave.

**Section 5.** Unearned sick leave may be advanced to an employee not to exceed thirty (30) days.

**Section 6.** When an employee has a temporary work limitation which is caused by a job-related traumatic injury or occupational illness, the Employer will utilize NAWCWPNSCENINST 12810.1 and FPM 810 (Injury Compensation Program) for guidance regarding the decision to grant or deny an employee's request for sick leave. In accordance with appropriate laws and regulations, consideration will be given to providing light duty work for firefighters who are injured or become ill from off-duty issues.

**Section 7.** The Fire Division policy regarding Sick Leave is defined in the Civilian Personnel Timekeeping and Labor Reporting Procedures (NAWCWPNSCENINST 7410.1) except: When it is determined that an Employee will be required to submit a medical certificate for each instance of sick leave, that requirement will normally remain in effect for one year. The attendance records of the Employees shall be reviewed annually and, upon request of the Employee, quarterly. This requirement may be rescinded in writing upon Management determination that the sick leave usage has improved.

## **Article 9 - Grievances**

**Section 1.** The purpose of this Article is to provide a mutually satisfactory method for the settlement of individual and/or group grievances. A grievance shall describe the complaint(s) and corrective action(s) desired. The Employee will be on official time when involved in any step of the grievance procedure. Both the Employer and Association will make every effort to arrange and conduct grievance meetings in a professional manner and in an atmosphere free from hostility and personal attack. The Employer and the Association agree that it is intended that this grievance procedure will provide a means of resolving grievances at the lowest possible level. Extensions may be mutually agreed upon to provide for unusual cases.

**Section 2.** A grievance means any complaint:

a. By any Employee concerning any matter relating to the employment of the Employee.

b. By the Association concerning any matter relating to the employment of any Employee.

c. By any Employee, the Association, or the Employer concerning:

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

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

**Section 3.** As a minimum, the grievance will contain:

(a) The grievant(s) name, duty assignment, and telephone number;

(b) The specific nature of the grievance affecting conditions of employment alleged to have been violated.

(c) The remedial action desired.

(d) The name, address and telephone number of the designated representative.

**Section 4.** Should an Employee or the Association initiate a grievance or complaint involving the interpretation or application of published agency policy, provisions of law, or regulations of appropriate authority outside the agency, the following procedure will apply:

a. Processing of the grievance beyond the informal step, set forth below, will be delayed until the questioned policy, law, or regulation has been interpreted. The Association will forward, via the Commanding Officer, Naval Air Weapons Station, such questions to the cognizant office of issue in the Department of the Navy. Requests for interpretation of matters external to the Department of the Navy will be forwarded to the Secretary of the Navy for review. No hearing will be held in either review process.

b. Within fifteen (15) days of receipt of the interpretation, the Employee or Association may process other matters in the grievance procedure, including alleged misapplication of the policy, law, or regulation, to Step 1 of this procedure.

**Section 5.** It is agreed and understood that grievances resulting from the following typical matters shall not be entertained under the provisions of this Article:

a. Any claimed violation relating to prohibited political activities.

b. Retirement, life insurance, or health insurance decisions.

- c. A suspension or removal under national security provisions.
- 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. Reduction-in-force appealable under 5 CFR 351.
- g. Separation for failure to satisfactorily complete a trial or probationary period appealable under 5 CFR 315.
- h. Non-adoption of a suggestion or disapproval of a quality salary increase, performance award, or other kind of honorary or discretionary award.
- i. Action taken at the direction of the Office of Personnel Management, the Merit System Protection Board, the Federal Labor Relations Authority, or the Equal Employment Opportunity Commission.
- j. Non-selection for promotion from a group of properly ranked and certified candidates.
- k. Fair Labor Standards Act complaints.
- l. A preliminary warning or notice of a specific action which, if effected, would be covered under the grievance system or an appropriate appeal system.
- m. Agency ordered medical examination and results.
- n. Letters of caution and requirement and oral admonitions (except a letter which levies a requirement on an Employee which is over and above that expected of other Employees; e.g., one which requires a doctor's certificate to support future requests for sick leave).
- o. The content of critical elements and performance standards which are in accordance with Chapter 43 of Title 5, United States Code (deals with performance systems).
- p. Questions as to interpretation of published agency policies or regulations, provisions of law, or regulations of appropriate authorities outside the agency, regardless of whether such policies, laws, or regulations are quoted, cited, or otherwise incorporated or referenced in this agreement.
- q. Separation of a temporary Employee.
- r. Any allegation covered by EEO statutes (e.g., race, creed, national origin)."

**Section 6.** Identical grievances from more than one (1) Employee are also included in this Article. When several Employees have an identical grievance (where no individual variations are involved), the Employer will select one (1) case for processing under the grievance procedure. The Employee will be advised that in processing one grievance for the group, the decision on the case selected will be binding on all other cases. Names of all Employees involved in this procedure will be made a part of the record of the case selected for processing and when a decision is made on the grievance, each Employee will be individually notified.

**Section 7.** An Employee or group of Employees may be represented only by the Association or by a person approved by the Association in filing a grievance under this procedure. An Employee or group of Employees in the Unit wishing to present such a grievance without the intervention of the Association may do so in accordance with Section 7121, Title 5, United States Code; however, any adjustment of such grievance must not be inconsistent with the terms of this Agreement and the Association will be given the opportunity to be present at the time of adjustment. Requests for adjustment shall be made in accordance with the following procedures, time limits, and provisions except that the Employee is not entitled to any representation at the various steps. Any Employee or group of Employees may elect arbitration only with the Association's approval.

**Section 8.** Any grievances not taken up with the Employee's appropriate supervisor within fifteen (15) days after the occurrence of the matter out of which the grievance arose, shall not be presented or considered at a later date. Where the Employee could not have been aware of being aggrieved, the time limit for filing a grievance is extended to six (6) months after the occurrence of the matter out of which the grievance arose. Extensions may be mutually agreed upon to provide for unusual cases. Any question of grievability/arbitrability shall be resolved by an expedited arbitration process. Management and the Association will each submit a position paper to the arbitrator for response (without a hearing) within 30 days. Those items which are determined to be grievable/arbitrable shall be resolved through exercise of this negotiated grievance/arbitration process.

**Section 9.** The following procedures will be used in cases to which this Article applies:

a. Informal Procedure

Step 1. The grievance will first be presented orally or in writing by the grievance and/or the Association representative to the Captain/first level supervisor. The time limit for filing a grievance is described in Section 7 of this Article. The Captain's/first level supervisor's decision will be rendered within seven (7) days. The reply will be in the same manner as the submission.

Step 2. If no acceptable settlement is achieved with the Captain/first level supervisor, the grievant may present the grievance either orally or in writing to the Assistant Fire Chief/second level supervisor within seven (7) days of completion of Step

1. The Assistant Fire Chief's/second level supervisor's decision will be rendered within seven (7) days. The reply will be in the same manner as the submission.

Step 3. If no acceptable settlement is achieved with the Assistant Fire Chief/second level supervisor, the grievant may present the grievance either orally or in writing, to the Fire Chief, if not the second level supervisor, or the designated representative within ten (10) days of completion of Step 2. A decision by the Fire Chief or the designated representative will be rendered within ten (10) days. The reply will be in the same manner as the submission.

b. Formal

Step 1. If the Fire Chief's or the designated representative's decision at the informal step has not resolved the grievance, a written grievance may be submitted to the Director of Safety & Security within ten (10) days after receipt of the decision at Step 3 of the informal phase. The written grievance shall contain the details of the complaint and corrective action desired. The Director of Safety and Security or the designated representative will render a decision within fifteen (15) days after the date of receipt of the grievance. The Director or the designated representative may meet with the grievant and the representative in making this decision.

Step 2. If this decision has not resolved the grievance, the grievant may submit the grievance within ten (10) days after the decision of the Director, Safety and Security in writing with all supporting evidence to the Commanding Officer, Naval Air Weapons Station-China Lake and have the case arbitrated or submit the grievance to outside arbitration as provided for in Article 10. If the grievance is submitted to the Commanding Officer, Naval Air Weapons Station-China Lake, he shall review the case on the basis of the record and meet with the grievant and the representative. The Commanding Officer, Naval Air Weapons Station-China Lake shall render the decision in writing. Such decision shall be final and binding.

**Section 10.** Grievance appeals from earned ratings and qualification rankings by NAWC rating staff in competitive and non-competitive promotion action and alleged NAWC merit promotion program violations (NAWCWPNSCENINST 12470) will be submitted to the Commanding Officer, Naval Air Weapons Station-China Lake, via Head, Equal Opportunity and Employment Division, for final decision. The decision shall be rendered in writing.

**Section 11.** Nothing in the procedure set forth in this Article shall be construed as to in any manner diminish or impair any rights which would otherwise be available to an Employee. Nothing in the Agreement shall be so interpreted as to require the Association to represent the grievant, if the Association considers the grievance to be invalid or without merit. If, at any step of the grievance procedure set forth herein, the grievant decides to accept the decision rendered by the responsible official of the Employer, the grievance shall be terminated. However, if the Association or the Employer feel that a

significant issue of general application still requires resolution, the Association or the Employer may pursue the grievance through the Negotiated Grievance Procedure.

**Section 12.** If requested the Employer shall make available to the grievant and/or the Association representative such pertinent records as required and insofar as is permissible without violating official regulations and instructions. However, the Association representative will be allowed to review an Employee's personnel folder only with the Employee's written consent.

**Section 13.** Unless there is good and sufficient reason for the delay, the failure of the Employer to comply with the time requirements of this Article will allow for the grievance to be then processed to the next step. Failure of the grievant or the Association to meet the time limits prescribed above shall constitute withdrawal and termination of the grievance.

**Section 14.** Employer grievances will be submitted in writing by the Employee and Labor Relations Division to the President of the Association. The Association will respond in writing to the Employer within fourteen (14) days after receipt of the grievance. If the Employer is dissatisfied with the Association's answer, it may invoke "outside" arbitration in accordance with the Arbitration article."

**Section 15.** Should the Association desire to resolve some matter through the grievance procedure, then the matter will be processed as follows: The Association will advise the Director, Safety and Physical Security Department, in writing of the matter the Association wishes to resolve. The written grievance must contain the precise description of the grievance with enough information contained therein to identify the specific nature of the grievance; the specific provision of this agreement or policy or regulation that is alleged to have been violated, if applicable; the corrective action desired; and any additional pertinent information. The grievance must be filed within fifteen (15) calendar days or within fifteen (15) calendar days after the date the Association became aware of the incident. The Association, the Director, Safety and Physical Security Department, or his/her designated representative, and the appropriate management officials will meet within seven (7) days to discuss the matter and attempt to seek a satisfactory resolution. If a satisfactory resolution of the matter is reached through this informal procedure, this agreement will be reduced to writing and signed by the parties. If a satisfactory resolution of the matter is not reached, the Association will put its position in writing and forward it to the Director, Human Resources Department, or his/her designated representative, within twenty-one (21) calendar days from the conclusion of the above discussion. The Director, Human Resources Department will submit his/her decision in writing to the Association within twenty-one (21) calendar days of the date of the Association's letter. If the matter is still not resolved, then the Association may invoke arbitration in accordance with the provisions of Article 10, Arbitration.

b. If the Director, Human Resources Department does not respond to the Association's position within the twenty-one (21) calendar day time limit specified above, the Association may invoke arbitration in accordance with the provisions of Article 10.

## **Article 10 - Arbitration**

**Section 1.** The purpose of this Article is to set forth the procedures for arbitration of grievances.

**Section 2.** Only Management or the Association may elect arbitration. The party requesting arbitration shall notify the other party (the Association will notify the Employee and Labor Relations Division; Management will notify the Association President) in writing within seven (7) days after receipt of the decision from the last step of the appropriate grievance process. The Association and Management will expeditiously meet to determine procedures for selecting an arbitrator. If agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service or other source to submit a list of five (5) impartial persons qualified to act as arbitrators. Representatives of the parties shall meet within five (5) days after receipt of such list. If they cannot agree on one (1) of the listed arbitrators, then the representatives will each strike one (1) arbitrator's name from the list of five (5) and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.

**Section 3.** After selection of an arbitrator, the parties will attempt to jointly describe the specific matter to be arbitrated and the relevant portions of the Agreement to be considered by the arbitrator. The arbitrator shall not change, modify, alter, delete, or add to the provisions of the Agreement.

**Section 4.** Except as defined below, costs of arbitration proceedings (all arbitrator costs, reporter costs if required) are equally shared between Management and the Association. The arbitration hearing, if required, shall be held during the regularly scheduled work-week. Any cost involved in calling non-NAWC/NAWS witnesses by the Association is paid for by the Association.

**Section 5.** An expedited arbitration process shall be utilized when a question exists about a matter's grievability/arbitrability. Management and the Association will each submit a position paper to the arbitrator for response (without a hearing) within thirty (30) days. Those items determined to be grievable/arbitrable shall be resolved through exercise of the negotiated grievance/arbitration process.

**Section 6.** The arbitrator will be requested by the parties to render a decision as quickly as possible, but in any event no later than thirty (30) day after the conclusion the hearings unless the parties otherwise agree.

**Section 7.** The arbitrator's finding shall be binding on the parties; however, either party may file exception to an award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the FLRA. If either party decides to take exception to the arbitrator's award, or to seek advice or guidance from higher authority on implementation of the finding, they will notify the other party.

**Section 8.** An arbitrator will submit questions involving the interpretation or application of published Navy and Department of Defense policies or regulations, provisions of law, or regulations of appropriate authorities outside the Department of Defense to the source of issuance for interpretation. An arbitrator will be bound by such interpretation. Questions involving classification (i.e., in a reduction in grade or pay case) will be submitted to the Office of Personnel Management for classification determination. An arbitrator will be bound by such determination.

## **Article 11 - Civic Responsibilities**

**Section 1.** The employer recognizes that jury duty is a civic responsibility.

**Section 2.** The Employer agrees to make reasonable accommodation to allow personnel held on mandatory overtime on election day(s) reasonable time off to vote. Employees need to understand they need to make other arrangements such as absentee ballot or voting prior to arrival at work.

**Section 3.** Jury fees and allowances will be turned over to the Employer or kept by the employee in accordance with Subchapter S10, Book 630 of FPM Supplement 990-2. Employees performing jury service on non-working days or when on leave without pay may retain jury fees.

## **Article 12 - Leaves of Absence**

**Section 1.** Employees may be granted leaves of absence without pay in accordance with applicable laws and regulations. Such leaves of absence without pay shall not exceed a period of one (1) year for application.

**Section 2.** An employee on approved leave of absence shall, on the termination of such leave, be returned to the position he held at such time as his leave began and in the current pay status for such position and grade provided that his rights to such position have not been eliminated as a consequence of the bumping and retreat provisions of applicable regulations.

## **Article 13 - Annual Leave**

**Section 1.** It is understood that the knowledge, skills and abilities of the employee and the needs of the fire service shall be considered by the appropriate supervisor when making a determination that an employee's services can be spared in connection with a request for annual leave. (Employees shall accrue annual leave in accordance with applicable laws and regulations.) The Employer agrees to schedule and to approve requested annual leave in such a manner throughout the leave year so that no employee will forfeit leave.

**Section 2.** Scheduled Annual Leave.

a. During the period 15 November through 15 December, employees will be allowed an opportunity to select one (1) desired period of annual leave each for the following year. The period of leave selected may not be less than one (1) calendar week nor more than three (3) consecutive calendar weeks between Memorial Day and Labor Day, and five (5) consecutive calendar weeks during the rest of the year. After the first selection is completed it will be repeated one more time. Selection will be made by the employees in order of seniority as defined in Article 18. The tentative Scheduled Leave selections will be posted on the station bulletin boards from 15 December through 31 December and additional picks will be made by memo to the Assistant Fire Chief not later than 31 December. When the selection is completed it will be posted on the Station bulletin boards.

b. The following standards for forty-eight (48) hour work schedule and annual leave selection will be as follows:

(1) There will be one master seniority list consisting of all suppression personnel.

(2) Selection will be made by seniority as per Article (16) Section (3) of the union contract as follows:

1. DG-4 Captain
2. DG-3 Lead Fire Fighter
3. DG-3 Drivers/Operator
4. DG-2 Fire Fighter
5. DG-1 Fire Fighter
6. DG-A Fire Fighter

(3) Scheduled leave for rates will apply to both (a) and (b) shift in the following groups:

- I. (1) CAPT.(1) LT. (1) DO
- II. (1) LT. (2) DO
- III. (1) CAPT.(2) DO

Note: Only 2 fire fighters with the same schedule can be off on annual leave.

(4) There may be a maximum of (3) personnel with scheduled leave on any given (a) or (b) week, for a total of (6).

(5) To improve staffing on the ambulance/engine combination at Station One, unscheduled leave requests will not be granted when staffed at (1) over minimum staffing, other additional personnel may still be granted unscheduled leave.

On federal holidays, unscheduled leave may be granted down to minimum staffing.

c. Periods of leave scheduled above may be relinquished only in calendar week increments. Should a period of leave become available because of non-use by the original requester it will be posted on the Station bulletin boards. Any leave released will be available first to next in seniority below the relinquisher.

**Section 3.** Emergency Annual Leave. Every bargaining unit employee is responsible for maintaining regular attendance and for ensuring that the employer is informed of any absence from each scheduled shift. When an emergency (a sudden or unforeseen situation that requires immediate action) necessitates an employee's absence which could not be approved in advance the employee shall notify the on-duty Assistant Fire Chief, at least one-half hour before the start of the shift. If the absence extends beyond one workday, the employee shall keep the on-duty Assistant Fire Chief informed of the situation and probable date of return to work. The Employer will maintain a liberal leave policy in cases of death in an employee's immediate family and normally will grant annual leave or leave without pay in accordance with activity practice and applicable regulations.

**Section 4.** Unscheduled Annual Leave. Requests for absence or leave pertaining to matters not covered by the agreement will be approved in accordance with existing and future applicable laws and regulations. Examples of such matters are court leave, jury duty, leave without pay, excused absences, compensatory time, and religious compensatory time. All employees will be informed that annual leave may be requested, on a first-in basis, by a unit member, anytime, by submitting a leave slip to the Assistant Fire Chief. These requests will be acted upon in order of their receipt. A conscientious effort will be made by the Assistant Fire Chief to approve/disapprove leave requests as soon as reasonably possible but not later than the employee's last work shift preceding the shift(s) for which leave is requested.

**Section 5.** No more than three (3) employees within the Fire Division on each shift may be on scheduled annual leave at one time. Subject to workload demands, requests for unscheduled leave may be granted subject to agreed upon staffing level requirements.

## **Article 14 - Disciplinary and Adverse Actions**

**Section 1.** For the purpose of this agreement, the term "Disciplinary Actions" includes letters of reprimand and suspensions of not more than of fourteen (14) days are grievable under the negotiated grievance procedures. Letters of caution and/or reprimand and oral admonishment are informal non-disciplinary actions designed to correct the behavior or performance of an employee.

**Section 2.** Adverse actions are defined by 5 USC 7512 to be the following: a removal, suspension greater than fourteen (14) days, a reduction in grade, a reduction in pay, a furlough of thirty (30) days or less; or a reduction in grade or removal based on unacceptable performance as defined by

5 USC 4303.

**Section 3.** Disciplinary and Adverse actions shall only be taken for just cause. When deciding what penalty is appropriate the Employer will consider such factors as the gravity of the offense, the existence of mitigating circumstances, and then, frequency of the offense. Consideration shall be given to the minimum disciplinary remedy that can be reasonably expected to correct the offending employee and maintain discipline and morale among other employees.

**Section 4.** Prior to initiating disciplinary or adverse action, the following procedures will be followed:

a. A preliminary investigation or inquiry will be made to determine the facts. The supervisory official or officials will meet with the employee to question the employee regarding the behavior or performance problem.

b. The employee will be notified in advance of the time of the discussion. If disciplinary or adverse action is being considered against the employee, the employee will be advised of his right to have a representative of his/her choice present during the questioning if the employee chooses. The Association may have an observer present during adverse action hearings, subject to approval of the administrative judge. If a bargaining unit member requests representation at any point in the disciplinary process (i.e., from the fact-finding process through delivery of the decision on the matter), it will be assumed by Management and the Association that the member may continue to request representation at all subsequent meetings relating to the disciplinary process and these requests will not be denied throughout the entire process.

c. The Association representative shall cooperate with the officials in the determination of the facts in the questioning of an employee.

**Section 5.** The Employer will provide an employee with two (2) copies of disciplinary or adverse actions taken against the employee and inform the employee that the second copy is for the Association if he so chooses.

**Section 6.** When the Employer takes a disciplinary or adverse action against an employee in the Unit, the employee shall be notified of all applicable appeal rights including the provisions of this Article.

**Section 7.** Appeals/grievances of disciplinary actions shall be processed through the negotiated grievances procedure. The grievance shall be reduced to writing and submitted within sixteen (16) calendar days after either receipt of the reprimand or ending date of suspension to the next higher level of management than the official issuing the letter/decision. In adverse actions, the employee may choose between the statutory procedure or this negotiated procedure for appeal. If the negotiated grievance procedure is chosen, the appeal shall be reduced to writing and submitted within sixteen (16) calendar days after the effective date of the action. For both disciplinary and adverse actions where the grievance procedure is utilized, the beginning grievance step is commensurate with the level of the manager involved with the review of the grievance

(e.g., a suspension taken by the Director of Safety and Physical Security begins at Formal, Step 2). If the statutory provision is selected, the appropriate submission and time requirements are controlling. Once the employee has initiated formal action under either system, that will be the exclusive procedure which the employee may use.

**Section 8.** The Association will commit any representative it may have at such a hearing to treat information received concerning the matter as privileged and private to the employee.

## **Article 15 - Safety, Health, Welfare, and Morale**

### **Section 1. Safety.**

a. The Employer will assure that safe and healthful working and living conditions are provided for bargaining unit employees that are consistent with the provisions of applicable laws and regulations. To this end, the Employer agrees that the NAWS China Lake Fire Protection and Fire Prevention Program will comply with existing and future Code of Federal Regulations, DOD/Navy Directives, NFPA Standards and OSHA Regulations as they apply to Federal Employees. The Association agrees to cooperate with the

Employer by encouraging employees to work in a safe manner and wear protective equipment prescribed by the Employer and to report observed safety and health hazards to the Employer in accordance with applicable procedures.

b. The Employer agrees to staff and operate all required Fire Apparatus pursuant to the provisions of higher authority law, rule and regulation. The Employer agrees, that any deviation to the minimum staffing requirements established by the Department of Defense (DOD) and the Department of the Navy will only be accomplished after a waiver has been granted by the Secretary of the Navy and/or his/her designee. The Employer further agrees to notify the Association in writing of their desire to reduce the manning/staffing levels below the minimum requirements. The Association will be provided copies of all requests for waivers initiated by the Employer in addition to any approved waivers granted by the Secretary of the Navy upon request.

c. The Employer will welcome suggestions from the Association and unit employees which offer practical and economically feasible ways of improving safety conditions in the Fire Division and the NAWS China Lake.

d. The committee will meet as often as needed to fully implement those portions of the NFPA Standards that are within their authority to address. The committee will make all recommendations to the Fire Chief for his consideration and incorporation into the appropriate Fire Division Standard Operating Procedures (SOP).

### **Section 2. Health, Welfare, and Morale.**

a. The Employer recognizes the necessity of providing and maintaining reasonably comfortable living spaces for unit employees on duty, such as air conditioning

and heating and adequate furniture, drapes or blinds. To this end, the employer agrees to provide the following:

(1) Adequate Bedding (mattress, pillow, 2 sheets and pillow cases, blanket and bed spread).

(2) Refrigeration for storage of employee's food.

(3) Cooking and eating utensils, including but not limited to: pots, electric can openers, coffee maker, toasters, microwave oven, glasses, plates, bowls, forks, spoons and knives.

(4) Dishwasher and suitable lounge furniture at each station.

(5) TV. and VCR (for training and recreational purposes) at each station. The Employer agrees to extend the same considerations to the living conditions in the Fire Stations as is extended to other living quarters throughout NAWA China Lake when utilities and/or appliances break down or need replacing. Maintenance problems will be called to the attention of the Station Captain who will notify the appropriate maintenance authorities and request action to correct the problem. The Employer agrees to instruct the Safety office to inspect the living quarters of all stations on an annual basis for discrepancies in Federal Health & Safety Regulations. The employer further agrees to initiate abatement action to correct any discrepancies found within ten (10) days.

b. The Employer and the Association recognizes that the living quarters in the fire station represent space allocated as rest, washroom and sleeping areas for unit employees and agrees not to allow use of these facilities by non-authorized personnel.

c. The Employer agrees to discuss proposed changes or improvements to living spaces with the Association and agrees to consider the recommendations submitted by the Association. The employer further agrees that the union will be consulted before approval is granted for any self-help project by bargaining unit employees to improve the fire station(s) facilities which would cause disruption in the use of existing facilities.

d. The Employer agrees that unit employees will be compensated for their personal effects and equipment damaged or destroyed in the performance of duty to the extent permitted by applicable rules and regulations.

e. It is agreed, that the employer will continue to provide parking spaces for all bargaining unit employees.

**Section 3.** The Employer agrees to provide reasonable space and equipment in the support of a mandatory physical conditioning program. The Employer recognizes that this program will be accomplished during working hours.

The following personnel shall participate in the physical fitness program: (1) all firefighters; (2) all firefighters (driver/operators); (3) all firefighters (lead firefighters); (4)

all fire inspectors that perform fire suppression duties; (5) all supervisory firefighters (Captains) and supervisory fire-fighters (Operations Chief and Training Chief) and Fire Prevention Chief.

The designated time periods for physical fitness activities for this program are:

**STATION ONE AND STATION FOUR:** From 1530 hours each work day unless activities for the day are finished earlier and the daily routine secured by the senior fire officer.

**STATION THREE:** From 1530 hours for Engine Three personnel and the Crash Captain. From 1500 to 1600 for crash fire rescue nightline crew and from 1600 to 1700 hours for crash fire rescue dayline crew. These hours may be amended if activities for the day are completed earlier and the daily routine is secured by the senior fire officer.

All participants are responsible for their own physical fitness program/workout. All personnel will initially be tested using the Department of Defense computer program. Each participant will be provided with a target level of cardiovascular fitness they must attain then maintain. If a firefighter does not meet their target level of fitness they shall adhere to the program provided by the computer to attain the required level of physical fitness. The firefighter must continue to show some improvement towards their individual target level at the end of each sixteen week testing cycle, the following personnel actions shall be initiated by the fire-fighter's supervisor.

1st sixteen week cycle with no improvement - 'In House Incident Sheet'

2nd sixteen week cycle with no improvement - 'Letter of Caution and Requirement'

3rd sixteen week cycle with no improvement - 'Letter of Reprimand'

4th sixteen week cycle with no improvement - 'Three (3) day Suspension'

If there is still no improvement towards the target physical fitness goal after these personnel/disciplinary actions, Fire Division supervision may take further disciplinary actions.

**Section 4.** Both parties agree that unit members' health, welfare, and safety is of utmost concern. Therefore, it is to both parties benefit to detect, prevent, and correct substance abuse. Accordingly, both parties recognize a mutual responsibility in this area to eliminate any substance abuse. To pursue these goals the following steps will be employed:

a. Substance abuse, when detected, will be brought to the attention of appropriate personnel.

b. Both parties will cooperate in programs and policies to eradicate any problem of substance abuse.

c. Employees having the illness of alcoholism, or other problems related to the use of drugs, will be provided reasonable consideration by Management and offered assistance as in the case of employees having other illnesses. This would include offering counseling, referral assistance, and the granting of leave for the purpose of participation in recognized treatment or rehabilitation. The confidential nature of the medical records of Employees with alcoholism or drug related problems will be preserved in the same manner as all other medical records. It is expected that Employees who suspect that they may have a problem, even at its early stages, will be encouraged to seek counseling and, when indicated, follow through with prescribed treatment.

d. The objective of the Navy's policy is to retain and rehabilitate Employees who have or are developing a problem related to their use of alcohol or drugs. This objective, however, can only be achieved with the voluntary cooperation of the Employee concerned, since the decision to undertake treatment remains the responsibility of the Employee.

e. Nothing in this Article shall interfere with or violate Management's right to discipline.

## **Article 16 - Seniority**

**Section 1.** Seniority, for the purpose of leave selection and schedule selection, will mean that period of service which is performed during one current unbroken period of employment within the NAWS Fire Division in the current position.

**Section 2.** Periods of time served in positions on a permanent or temporary basis at a higher grade shall serve to increase seniority in both the higher grade upon repromotion to the higher grade or on return to the lower grade. Periods of time served in another position will be credited when a request for personnel action Form 52 is signed by the Head of the Fire Division or his authorized representative.

**Section 3.** Order of selection of leave and day off will be by seniority in the following order:

- \* a. Captains
- b. DG-3 Lead Fire Fighters
- c. DG-3 Driver/Operators
- d. DG-2 Fire Fighters
- e. DG-1 Fire Fighters
- f. DG-A Fire Fighters

In the event of a tie in seniority in given positions, the seniority will be determined by the following in the order listed:

- a. Continuous service time in the next lower position
- b. Continuous service time in Fire Division
- c. Total Federal Service

\*It is recognized that the Captains are not part of the bargaining Unit, however, reference to them in this Section is necessary to clarify the order of selection and scheduling leave and day off selection.

### **Article 17 - Reduction-in-force**

**Section 1.** The Employer agrees that it will consider the rehiring of Fire Division employees impacted by RIF in accordance with applicable laws and regulations.

**Section 2.** In situations where an employee elects to take a demotion in lieu of a reduction-in-force action, the employee must be qualified to perform the job duties of the less-graded position where displacement of another employee is involved.

**Section 3.** Employees will be granted reemployment rights and placement assistance as provided in FPM and Navy guidance.

### **Article 18 - Informal Reviews and Appeals of Position Descriptions**

**Section 1.** All employees in the Unit shall be permitted to consult with the Employer on an informal basis for the purpose of reviewing their position descriptions for any alleged inequities. Such employees are entitled to Association representation or assistance in discussing the above with the Employer; in reviewing and reading classification standards that pertain to their positions; and in pursuing their appeal in accordance with OPM and Navy guidance. All employees retain the right to appeal, as stated above, without fear of restraint, prejudice, or reprisal.

**Section 2.** When position descriptions of position within the Unit are to be redescribed, the Employer agrees to consult with the representative of the Association concerning the contents of the description and will give consideration to the Association's view.

### **Article 19 - Promotion, Details, and Reassignment**

**Section 1.** The Employer reserves the right to determine sources of recruitment, qualification standards, qualification of applicants, and to select from the best

qualified candidates.

**Section 2.** For the purposes of this Article, candidates are defined as:

- a. Employees applying for a register that is within the scope of this contract;
  - b. Persons placed into consideration by supervisors or personnel officials;
- and
- c. Persons having regulatory or statutory rights to consideration.

**Section 3.** Promotion Register. When it is determined by the Employer that Driver-Operator (DG-3) and/or Lead Fire Fighter (DG-3) vacancies (temporary or permanent) will be filled with a Unit member, selection may be made from appropriate promotion register. Promotion registers will be established and maintained by the following procedures:

a. Promotion registers will be established once each year for DG-3 D/O and DG-3 LT positions. (Note: If the Fire Chief determines that insufficient candidates are available on the registers (i.e., less than three), he may readvertise the register.) The LT register will be established in February and the D/O register will be established in March. When a register expires, all candidates' eligibility on that register terminates. Those desiring future consideration for vacant Driver/Operator and /or Crew Chief positions must apply for the new registers. Candidates may apply or be placed in consideration for the registers only during the advertising period. The register announcement will be advertised for two(2) weeks in the Fire Division and in the Rocketeer in accordance with the Center's Merit Promotion Instruction. The advertisement in the Fire Division shall be the same as the advertisement appearing in the Rocketeer. Employees who do not meet the statutory eligibility requirements (i.e., time in grade requirements) but who will meet those requirements during the term of the register will be allowed to compete but will not be placed on the register until such time as they meet the statutory eligibility requirements. Written notice for the practical and oral interview will be given no less than seven (7) calendar days prior to the actual date of the interview.

b. Candidates who were previously demoted without personal cause within two (2) years from a position, within the NAWS Fire Division, with the same title, series, and grade level as the vacant position, and who meet the current minimum qualification requirements, will be referred to the selecting official along with the promotion register.

c. Applicants who meet the minimum qualification requirements, will be placed into two (2) categories qualified and highly qualified. A promotion register of the top five (5) from the highly qualified category will be referred to the selecting official for each vacancy.

d. Rating/Ranking Process. The rating/ranking process shall be:

(1) Candidates will be rated for basic qualifications by the Personnel Department in accordance with appropriate Office of Personnel Management

qualification standards. To provide an opportunity for reconsideration before a register is established, those applicants who were found ineligible will be immediately notified. Any questions by the ineligible applicants regarding their eligibility must be made to the Human Resources Department within one (1) week after receipt of the notice of ineligibility.

(2) Candidates will be ranked for highly qualified by a panel.

(3) On a scale of 100, candidates must score at least 70 to make the highly qualified category.

e. Ranking Factors.

(1) The panel will determine candidate ranking by evaluation in each of the following three factors:

- A practical performance situation;
- An oral interview;
- An evaluation of the candidate in relation to the job relevant criteria of the advertisement; this includes, but is not limited to a review of the Personal Qualifications Statement (SF-171), or OF-612, awards, training, self-development efforts and experience as a driver-operator (6), EMT and Fire Prevention.

(2) Identical rankings among the highly qualified candidates may be broken, if necessary, by further break-downs of the job related factors, length of qualifying experience, and length of service, in that order.

f. Should a D/O or LT vacancy occur, the appropriate register will be referred to the selecting official (Fire Chief or his Designated Representative). The selecting official may conduct interviews from the promotion register. If interviews are held, the selecting official will offer such interviews to all candidates on the promotion register. After appropriate consideration of the referred candidates, the selecting official may make his selection.

g. It is the employee's responsibility to update his/her experience and training record to ensure that the Human Resources Department has current information to properly appraise the employee for the position applied for. Such information must be provided with the SF-171 or OF-612 to the Personnel Department within seven (7) calendar days following the date of the announcement.

h. Following establishment of the register, all eligibles will be notified of their placement or non-placement on the register. Any candidates in the Unit who is not

placed on the promotion register shall have the right to ascertain from his supervisor in what areas, if any, the employee should improve himself in order to increase his chance for promotion. Upon his request, the candidate is entitled to review the supervisory appraisals that were used in considering him for the promotion register. Also upon request, a candidate may review the panel evaluation and ranking of himself.

**Section 4.** The following merit principals will be observed:

- a. Candidates meeting minimum qualification standards shall be rated eligible for promotion.
- b. Evaluations shall be fair, equitable, reliable, and relevant.
- c. Selection shall be made without discrimination for any non-merit reason and without favoritism based on personal relationship or patronage.
- d. Supervisors shall not advocate for promotion or participate in the selection and/or promotion of a relative.

**Section 5.** Failure to be selected for promotion when proper promotion procedures are used (that is, non-selection from among a group of properly ranked and referred candidates) is not basis for a formal complaint. Formal complaints shall be processed under the procedures outlined in Article 14 of this Agreement.

**Section 6.** The Employer reserves the right to determine whether or not to fill temporary vacancies. When the determination is made to fill a temporary vacancy, the following procedure will apply:

- a. When vacancies are of less than thirty (30) days duration, they will be filled by detail.
- b. When it is known in advance that the vacancy will last thirty (30) days or more, but 120 days or less, the Employer may fill the position by temporary promotion, from the shift where the vacancy exists, if the employee assigned. If the employee is not eligible, he may be detailed. To reduce unnecessary short term disruption to work schedules, the Employer may select from outside the existing promotion register for temporary promotions/ details of 120 days or less. If the vacancy is more than 120 days, the position may be filled by selection from among the candidates on the appropriate register in existence at the time. A temporary promotion or detail may be terminated at the discretion of the Employer. Upon completion of the temporary promotion or assignment, the employee will be returned to his former shift and position.

**Section 7.** A performance rating committee composed of Fire Division officials will review performance of those DG-A and DG-1 Fire Fighters who are eligible for promotion and determine whether the DG-A and DG-1 Fire Fighters have demonstrated the capability to perform duties at the higher level.

**Section 8.** Selection for Fire Prevention Inspector and Captain vacancies shall be in accordance with the procedures outlined in the Center's Merit Promotion Plan.

**Section 9.** Promotion of qualified/eligible candidates, to an established position description at the DG-1, DG-2, and DG-3, will be effected at the start of the first pay period after approval by the Fire Chief.

## **Article 20 - Meetings**

**Section 1** It is agreed between the "parties" that as long as the current "Partnership" meetings are conducted at least monthly, regular union/ management meetings are not required.

## **Article 21 - Uniforms**

### **Section 1.**

(a) The work/station wear uniform for firefighters and supervisory firefighters shall be fabricated of NOMEX III. Pants shall be Navy blue in color, shirts shall be light blue in color with covered breast pockets and no shoulder epaulets.

(b) Fire Prevention personnel who perform suppression duties will wear NOMEX Navy blue in color pants and shirts white in color of NOMEX III or FLAMEX material. This is only required on days when performing suppression duties.

(c) Dress uniform for Unit members will be as defined by Navy guidance and current requirements.

**Section 2.** It is agreeable that at the Employee's discretion, wearing the approved blue T-shirt is an acceptable option to the prescribed uniform when reporting for duty.

**Section 3.** All personnel shall be made aware that there will be times when the full work or dress uniform will be required by management, at all other times inside of the fire stations, the "blue working T-shirt" may be substituted for the light blue uniform shirt.

**Section 4.** Uniform accessories shall consist of hat badge, breast badge, name tag, emblems, and shoulder patches. The Employer agrees to provide these accessories to all bargaining unit employees.

**Section 5.** Replacement Allowance. Purpose of uniform allowance is to help pay for the replacement of worn uniform parts. The replacement allowance shall be \$400 annually. The replacement allowance will be paid in one (1) lump sum by 30 October.

**Section 6.** Protective Footwear. Fire Division personnel will provide their own protective footwear as per agreement. The following criteria for protective footwear will be met:

1. Heel breast will not be less than .5 inches nor more than 1 inch. Sides and rear of heel will not be flared or tapered (edges shall not be less than or extend more than .5 inches laterally from the upper at any point).
2. Protective footwear shall be no less than six inches nor more than eight inches in height (not including height of heel).
3. Construction shall be leather. It will consist of sole with heel, upper with lining and insole. Sole will have a puncture resistant device and an impact and compression resistant toe cap permanently attached.
4. Footwear shall be black in color, polishable, have a smooth rounded toe and equipped with speed lace design or full leather zipper. Smooth or lug sole is acceptable.
5. Boot must meet or exceed ANSI Z41 specifications. Label showing footwear meets this standard must be attached.

## **Article 22 - Orders, Instructions, and Training Materials**

**Section 1.** The Employer will issue from time to time Fire Division orders, instructions, and training materials. These documents are to be posted, and at least one (1) copy of all current orders, instructions, and training materials is to be maintained in each fire house. These orders, instructions, and training materials are to be readily available to employees. Employees will not be required to maintain an individual set of these documents. Each employee is responsible for keeping informed about current Fire Division orders and instructions.

**Section 2.** The Employer recognizes the requirements for Lead Fire Fighters/ Lieutenants (DG-3) and Fire Fighters D/O (DG-3) to perform leadership duties and as staffing and budgetary restrictions permit, will consider providing leadership training to meet the requirements of FPM Chapter 410, "Training."

## **Article 23 - Payroll Deduction of Union Dues**

**Section 1.** At the election of an Employee, union dues may be paid through a payroll deduction. It is understood that such an election shall remain in effect for a period of one year, unless one of the exceptions discussed in the law (5 USC 7115) applies to the Employee (e.g., temporary placement out of the bargaining unit, reassignment/promotion/demotion to another division, suspension by the union). Such a deduction request shall be made in writing by the Employee to the Center's Payroll

Office. Requests to stop the payroll deduction must be made in writing, and received by the payroll office during the month of February of any subsequent year.

## **Article 24 - Annual Physical Examination**

**Section 1.** The parties agree that if the annual physical examination is given by the Employer, the following conditions will be met:

- a. The examination will be given by a qualified medical person.
- b. The examination will be charged to duty time.
- c. The examination will normally be within thirty (30) days of the employee's birthday.

**Section 2.** The Employer agrees to take priority action in its effort to make available an annual physical examination in accordance with NAWC Instruction 5100.1 within thirty (30) days of the employee's birthday.

## **Article 25 - Duration and Changes of Agreement**

**Section 1.** This Agreement shall remain in effect for three (3) years from the date the Secretary of Defense approves same.

**Section 2.** By mutual consent of the parties, this Agreement may be extended for no more than one (1) additional year, at which time the contract must be renegotiated.

**Section 3.** By mutual consent of the parties, this Agreement may be opened at any time for amendment. Requests for such amendment(s) by either party must be written and must include a summary of the amendment(s) proposed. The parties shall meet within fourteen (14) calendar days after receipt of such notice to discuss the matter(s) involved in such request(s). If the parties agree that opening is warranted on such matter(s), they shall proceed to negotiate on amendment(s) to same. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendment(s) will be effective on a date determined to be appropriate under the circumstances after review and approval of the Secretary of Defense. Also, modifications or amendment of this Agreement will be made when required because of changes in applicable laws, rules, regulations, or policies issued by higher authority after the date of this Agreement. Such amendment(s) will be effective on a date determined to be appropriate under the circumstances after review and approval of the Secretary of Defense.

**Section 4.** On the request of either party, the parties shall meet on a mutually agreeable date between the sixtieth (60th) and fifty-fifth (55th) days, inclusive, prior to the expiration date of this Agreement to develop plans for negotiating a new Agreement.



## **APPENDIX I**

### Listing of Job Titles and Grade Levels

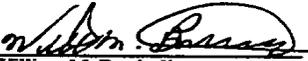
1. Lead Fire Fighter DG-081-3, Crew Chief
2. Fire Protection Inspector DG-081-8 DG-4
3. Fire Protection Inspector DG-081-3
4. Fire Protection Inspector DG-081-2
5. Fire Fighter DG-081-3, Driver-Operator
6. Fire Fighter DG-081-2, Fire Fighter
7. Fire Fighter DG-081-1, Fire Fighter
8. Fire Fighter DG-081-A, Fire Fighter

The foregoing represents the agreement reached between the Naval Air Weapons Station, China Lake, California and Local F-32 of the International Association of Firefighters, subject to the approval of the Secretary of Defense.

FOR NAVAL AIR WEAPONS  
STATION:

FOR IAFF LOCAL F-32:

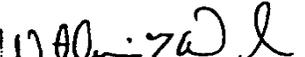
  
Edward Rockdale  
Member, Station Negotiations  
Committee

  
William M. Bartholic  
Member, Association Negotiations  
Committee

  
Wil Simonian  
Member, Station Negotiations  
Committee

  
Carl F. Austin  
Member, Station Negotiations  
Committee

  
Ross A. Davidson  
Member, Station Negotiations  
Committee

  
William T. McDonough  
Member, Association Negotiations  
Committee

  
S. W. Douglas  
Commanding Officer  
Naval Air Weapons Station  
China Lake, California

Date: 27 JAN 97

**AGREEMENT**

**Between**

**NAVAL AIR WARFARE CENTER  
WEAPONS DIVISION  
China Lake**

**and**

**INDIAN WELLS VALLEY  
METAL TRADES COUNCIL**

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