

# **Collective Bargaining Agreement**

*between*

**Community Support Programs,  
Navy Region Southwest**



*and*

**American Federation of  
Government Employees  
Local 1235**



**Approved by Secretary of Defense July 8, 2019**



## Table of Contents

PREAMBLE .....	1
1. RECOGNITION AND UNIT DEFINITION .....	1
2. PROVISIONS OF LAW AND REGULATION .....	1
3. EMPLOYER RIGHTS .....	1
4. UNION RIGHTS .....	2
5. EMPLOYEE RIGHTS.....	3
6. LABOR MANAGEMENT RELATIONS .....	3
7. UNION REPRESENTATION AND OFFICIAL TIME .....	4
8. UNION SERVICES.....	5
9. NOTICES AND NEGOTIATION.....	5
10. POSITION DESCRIPTION AND CLASSIFICATION .....	7
11. HEALTH AND SAFETY.....	7
12. EMPLOYEE BENEFITS.....	8
13. ATTENDANCE, LEAVE AND HOLIDAYS .....	10
14. TRAINING AND DEVELOPMENT .....	15
15. EQUAL EMPLOYMENT OPPORTUNITY .....	16
16. HOURS OF WORK.....	16
17. PROMOTIONS.....	18
18. DETAILS AND TEMPORARY PROMOTIONS.....	18
19. PROBATIONARY PERIODS.....	18
20. EMPLOYEE PERFORMANCE .....	19
21. CONTRACTING OUT.....	19
22. TIMEKEEPING AND COMPENSATION .....	19
23. BUSINESS BASED ACTION (BBA) AND FURLONGHS LESS THAN 30 DAYS..	21
24. DRUG FREE WORKPLACE PROGRAM.....	22
25. CIVILIAN EMPLOYEE ASSISTANCE PROGRAM (CEAP).....	22
26. DRESS CODE .....	23
27. DISCIPLINARY ACTIONS .....	23
28. GRIEVANCE PROCEDURE.....	24
29. ARBITRATION .....	26
30. PAYROLL ALLOTMENTS FOR PAYMENT OF UNION DUES .....	27
31. EFFECTIVE DATE AND DURATION OF AGREEMENT .....	27



## **PREAMBLE**

This AGREEMENT is made by and between the Non-Appropriated Fund (NAF) Instrumentality of COMMUNITY SUPPORT PROGRAMS, NAVY REGION SOUTHWEST, hereinafter referred to as the "Employer" and LOCAL 1235, AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFL-CIO), hereinafter referred to as the "Union," and collectively referred to as the "Parties."

It is the intent and purpose of the Parties by this Agreement to promote and improve the effectiveness of the Employer, as well as the Federal Service, to safeguard the public interest, protect the rights of Employees, and to encourage and facilitate amicable settlement of disputes involving conditions of employment within the meaning of Chapter 71 of Title 5 of the United States Code, hereinafter referred to as the Federal Service Labor-Management Relations Statute or FSLMRS.

Through this Agreement, the Parties intend to maintain a safe, healthy, and quality workplace by fostering an atmosphere where all employees-Union, Bargaining Unit and Management-are treated with mutual respect. The Parties will work together to fulfill this potential, create a workplace free of drugs, unlawful harassment and reprisal, and accomplish the Mission of the Employer. Now, therefore, the Parties agree as follows:

### ***1. RECOGNITION AND UNIT DEFINITION***

**Section 1.** The Employer recognizes the Union as the exclusive representative for all NAF Employees employed by the Employer, excluding all professional employees, management officials, employees engaged in intelligence, counter intelligence, investigative or security work which directly affects national security, employees primarily engaged in investigation or audit functions relating to work which directly affects the internal security of the agency, employees engaged in Federal personnel work in other than a purely clerical capacity and supervisors. As used hereinafter, "Employee" or "Unit Employee" is defined as a member of the certified bargaining unit as described in this Article.

### ***2. PROVISIONS OF LAW AND REGULATION***

**Section 1.** In the administration of all matters covered by this Agreement, the Parties and Unit Employees are governed by applicable law, government-wide regulations, Department of Defense (DOD), and Department of the Navy (DON) regulations in existence at the time on the effective date of this Agreement.

**Section 2.** Regulations becoming effective after the effective date of this Agreement are binding upon the Parties and Employees only to the extent the terms of such regulations are not in conflict with the provisions of this Agreement.

**Section 3.** Any part of this Agreement that conflicts with any future laws or regulations of appropriate authorities will be subject to prompt negotiations between the Parties to bring this Agreement into conformance with such laws and regulations.

**Section 4.** In the event that any provision of this Agreement is or becomes inoperative by reason of any law, it is superseded by such law only while such law is in force and the remaining Agreement shall not be affected.

### ***3. EMPLOYER RIGHTS***

**Section 1.** Subject to Section 2 of this Article, supervisors and management officials retain the right:

- a. to determine the mission, budget, organization, number of Employees, and internal security practices in accordance with applicable laws;  
and in accordance with applicable laws,
  - b. to hire, assign, layoff, direct, and retain Employees or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees;
  - c. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Employer operations shall be conducted;
  - d. with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source; and
  - e. to take whatever action that may be necessary to carry out the Employer mission during emergencies.

**Section 2.** Nothing in this Article shall preclude the Employer and the Union from negotiating:

- a. at the election of the Employer, on the numbers, types and grades of Employees or positions assigned to any organizational subdivision work project, or tour of duty, or on the technology, methods, and means of performing work;
- b. procedures which management officials of the Agency will observe in exercising any authority under Section 1 of this Article; or
- c. appropriate arrangements for Employees adversely affected by the exercise of any authority under Section 1 of this Article by such management officials.

#### ***4. UNION RIGHTS***

**Section 1.** The Union is entitled to act for and negotiate agreements covering all Employees in the Unit. The Union shall be responsible for representing the interests of all Unit Employees without discrimination and without regard to labor organization membership.

**Section 2. Formal Meetings.** The Union shall be given the opportunity to be represented at any formal discussion between management and one or more Employees in the Unit or their representatives concerning any grievance, or any personnel policy or practice or other general condition of employment. The Union will receive reasonable advance notice as soon as practicable. The Union will be provided copies of any documents that will be supplied to Employees at the meeting, as far in advance as practicable.

**Section 3. Investigatory Meetings.** The Union shall be given the opportunity to be represented at any examination of a Unit Employee by a representative of the Employer in connection with an investigation if: (i) the Employee reasonably believes that the examination may result in disciplinary action against the Employee; and (ii) the Employee requests such representation. Employer assures annual posting of these rights.

**Section 4. Changes to personnel policies, practice or other general conditions of employment.** The Union has the right to be informed of any substantive change in conditions of employment proposed by the Employer. Notification to the Union of changes to personnel policies, practices or other general conditions of employment will be made as soon as practicable and the Union will be permitted reasonable time to present its views and recommendations regarding the changes.

## **5. EMPLOYEE RIGHTS**

**Section 1.** Each Employee in the Unit shall have the right to form, join and/or assist the Union or to refrain from any such activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right. Such rights extend to:

a. acting for the Union in the capacity of a representative and the right in that capacity, to present the views of the Union to representatives of the Employer, or other appropriate authorities (i.e. Congress);

b. to engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees.

**Section 2.** The Employer agrees that participation in any worthy programs (i.e., Combined Federal Campaign, Blood Donor Drives, etc.) will be on a voluntary basis. Contributions for gifts for fellow Employees will be strictly voluntary.

**Section 3.** An Employee has the right to communicate with the appropriate member of the following offices concerning individual personnel matters: (a) the servicing NAF Human Resources Office; (b) a Supervisor or Management Official of a higher rank than the Employee's immediate supervisor; (c) and the Union. Employees are encouraged to initiate questions or concerns with first-line supervisors and follow the chain of command. However, the employee has the right to contact the Union at any stage of their concern. Employees must provide reasonable justification and receive advance permission to leave the work area if it is necessary to personally visit an office during duty hours, subject to workload constraints.

**Section 4.** The Union will be afforded an opportunity to make a presentation of up to five (5) minutes during new Employee orientation. The Employer will provide notice of the orientation date as soon as practicable. In the absence of a Union representative, all new bargaining unit Employees will be informed by the Employer that the Union is the exclusive representative of Unit Employees of the Employer and each new Employee shall receive a copy of this Agreement from the Employer. The Employer will provide access and use of available Dining Services lunch facilities for the Union to hold voluntary lunches with new hires on their day of orientation.

**Section 5.** An Employee has the right to request Union representation or can represent him/herself anytime there is reason to believe an examination of that Employee may result in disciplinary action against them. A request for a written statement is a form of examination.

## **6. LABOR MANAGEMENT RELATIONS**

**Section 1.** This Agreement has been made in the spirit of problem resolution and reflects mutual cooperation in labor-management relations. It is the intent of the Parties that labor management conflicts arising during the life of the Agreement be resolved promptly and informally whenever possible. To that end, the Parties will make every effort to expeditiously bring such problems or disputes to the attention of the other. If resolution is not possible, conflicts may be resolved as per this Agreement.

**Section 2.** Should either Party believe that the other Party has committed an unfair labor practice as defined in the FSLMRS, that Party shall serve written (hardcopy, fax, or e-mail) notice of the alleged violation of the Act upon the other Party. For the Employer the receiving official shall be the Community Support Programs Director or designee with a copy to the Regional NAF Human Resources Manager; for the Union the receiving official will be the Local President or designee. The Party so served shall have twenty-one (21) calendar days from receipt of service to investigate the matter and meet with the other Party in attempt to informally resolve the allegation. If the matter is not resolved after the expiration of such twenty-one (21) day

period, the charging Party may proceed to the Federal Labor Relations Authority. The twenty-one (21) day time limit may be extended upon mutual agreement of both Parties. The Parties may mutually agree to utilize ADR procedures to resolve alleged ULP's.

**Section 3.** The goal of mutual respect and tolerance is important to both Parties.

## ***7. UNION REPRESENTATION AND OFFICIAL TIME***

**Section 1.** It is agreed that the Union may designate up to 12 Stewards (hereinafter collectively referred to as "Union Representatives"), so that Unit Employees will have reasonable access to a Union Representative.

**Section 2.** The Employer will recognize AFGE Union officials as authorized representatives of the bargaining unit, in accordance with **Section 1**. Changes in Union Representatives will be communicated to the Regional NAF Human Resource Office as they occur by name, telephone extension, department, and the assigned immediate supervisor.

**Section 3.** Official time is defined as duty time granted to an Employee by the Employer for one of the purposes stated in Sections of this Article, without charge to leave or loss of pay when the Employee would otherwise be in a duty status. Official time may not be denied by the Employer if the request meets the requirements of this Article. However, the use of official time may be temporarily delayed or postponed due to immediate and/or compelling workload requirements, until such time as the Employer can permit the Employee to use official time, which will usually be within 24 hours of the request.

**Section 4.** Official time may be used for the following activities:

- a. Discuss complaints, grievances and appeals with Employees and/or other Union Officials;
- b. Prepare and present grievances and appeals on behalf of Employees;
- c. Attend meetings with supervisors and management officials to discuss grievances and appeals;
- d. Represent Employees in grievance and appeal proceedings; and proceedings before the Federal Labor Relations Authority;
- e. Participate in bargaining, mediation, impasse or negotiability proceedings;
- f. Appear before or meet with members of Congress or their staffers to discuss non-pending desired legislation affecting conditions of employment. Official time for this purpose will not exceed 96 hours per calendar year.

**Section 5.** Union Representatives will be authorized a reasonable amount of official time away from the job, as mission requirements allow, to perform their representational activities pursuant to the terms and conditions of this Agreement and in accordance with 5 USC 7114. Per diem expenses will not be paid by the Employer for any official time granted by the Employer under this Article. At the Employer's discretion, official time for local travel may be granted.

**Section 6.** Official time is not authorized for such activities as solicitation of membership, collection of Employee's dues, campaigning for offices, or other matters pertaining to the internal business of the Union. This time is provided for the representational activities. Official time may not be used for internal Union activities.

**Section 7.** A Union Representative or Unit Employee entitled to official time under this Agreement shall notify the Regional NAF HR Office and obtain approval prior to leaving the work area. He/She shall inform the Regional NAF HR Office of the general nature of business, his/her destination, and the expected time of return to work. Release of a Union Representative or other Employee from work for necessary and mandatory training may be granted absent

immediate and/or compelling workload requirements, in which case he/she will be informed of the approximate time release, usually within 24 hours.

**Section 8.** The Employer agrees to allow Employees and Union Representatives access to copies of pertinent laws, rules, regulations, policies, and instructions. Upon request, an Employee, or his/her Union Representative with the Employee's written authorization, may have access to the Employee's personnel files.

**Section 9.** The Employer recognizes that Stewards perform authorized and necessary functions, which are important to the labor-management relationship. Therefore, Stewards will not be penalized or reprimed against in any way for their participation in authorized Union matters.

**Section 10.** Upon request by the Union, the Employer will provide mutually agreeable confidential meeting spaces and office equipment for representational duties:

- a. Preparing or discussing a grievance or appeal;
- b. Caucusing immediately before, after, and during scheduled meetings with the Employer;
- c. Discussing matters directly related to the administration of the Agreement.

**Section 11.** Regular use of video and teleconferencing mediums is encouraged.

**Section 12.** Union officials shall be permitted a reasonable amount of official time to represent Employees by visiting, phoning and writing heads of agencies, officials of the executive branch of the Government, the Congress, or other appropriate authority in support of non-pending desired legislation that would impact the working conditions of Employees represented by the Union.

**Section 13.** Training for designated Union Officials/Stewards is of mutual benefit to the Employer and the Union and is vital to Labor-Management Relations. Requests for official time to attend training shall be submitted with an agenda, if requested.

## **8. UNION SERVICES**

**Section 1.** Subject to security requirements, National Representatives, Stewards and local officers of the Union shall be permitted upon Employer facilities with a minimum of at least a 48 hour notice to the Regional NAF HR Office. It is understood that the Union will comply with any installation security requirements. Such representatives shall not interfere with the work of Employees of the installation during duty hours.

**Section 2.** The Employer agrees to permit Union Representatives and Employees of the Union to distribute literature. Such distribution may occur only during non-duty hours of the Employees involved in the distribution. The Regional NAF HR Office will be provided notice and a copy of the literature, in advance of any desk drop.

**Section 3.** The Employer shall furnish bulletin boards or space on bulletin boards available to the Union. The Union will have a separate bulletin board for posting of material related to the representational activities of the Union wherever the Employer has a bulletin board for bargaining unit Employees. Stewards must notify the Regional NAF HR Office at least 24 hours in advance before entering any facility to post or remove materials from a Union bulletin board. The Union shall be responsible for posting and removing material and maintaining its bulletin board in an orderly condition acceptable to the Employer. The Parties agree to comply with governing laws and regulations and will ensure that all postings are approved by the local Union President or his/her designee and are free of libelous material.

## **9. NOTICES AND NEGOTIATION**

**Section 1. Changes to Conditions of Employment.** The Employer agrees to give timely notice to the Union of proposed management changes that would affect the Union and/or Employees relating to conditions of employment. Such changes could be new regulations, instructions, policies, or procedures. The Union will be given a minimum fourteen (14) calendar days advance notice of the change, within which it may make comment on the proposed change, obtain further information, and/or request negotiations on the substance and/or impact and implementation of the change, as appropriate. Should the Union need to request additional information, the request will be provided to the Employer as soon as practicable. Time limits may be extended by mutual agreement of the Parties.

a. Negotiation teams will normally be composed of an equal number of representatives present on official time.

b. When negotiations are required, the meeting will take place in the Employer's facility. Negotiations will be conducted during the regular administrative workday of the office where negotiations are taking place.

c. The duties of the Parties to negotiate in good faith shall include the obligation to approach the negotiations with sincere resolve to reach agreement; to be represented by duly authorized representatives who have authority and are prepared to discuss and negotiate on the subjects authorized; and to meet at reasonable times as frequently as necessary to avoid unnecessary delay.

**Section 2. Other Information.** The Employer has the duty to furnish to the Union, upon request and, to the extent not prohibited by law, data which is normally maintained by the Employer in the regular course of business; which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining. The Union must demonstrate a particularized need for the information by articulating, with specificity, why it needs the information, including the uses to which the Union will put the information and the connection between those uses and the Union's representational responsibilities under the FSMLRS. All requests for data must be submitted to the Regional NAF Human Resources Office and a written response must be provided to the Union within fourteen (14) calendar days of receipt. The time limit for the Employer to respond may be extended by mutual agreement of the Parties.

**Section 3. Surveys.** At least fourteen (14) calendar days prior to communicating with Employees through local survey or questionnaire regarding general conditions of employment, Employer will provide notice to the Union verbally or in writing. Further, the Employer agrees to notify the Union promptly whenever notice is received of forthcoming wage surveys. The Employer will support the participation of Union Representatives in the Wage Survey process, including the use of duty time. Annually occurring voluntary CNIC surveys are excluded from the notification provisions of this Section.

**Section 4. Investigatory Meeting Notices.** The Employer will annually post Employee rights to Union representation in investigatory interviews.

**Section 5. Bargaining Unit Employee List.** At least once per month, the Employer will provide a list of all terminated bargaining unit Employees.

**Section 6. Dues payments.** Every last pay period of the month, the Regional NAF HR Office will provide the Union with a list of dues paying Employees and their remittance amount.

**Section 7. Privacy.** The Union and Employer commit to safeguard the privacy of individuals about whom information may be maintained and/or communicated to the other. To that end, the Parties agree that provision of information subject to the Privacy Act will be held closely and released only in a manner and for such purpose as may be permitted under the Privacy Act and other applicable laws and regulations.

## ***10. POSITION DESCRIPTION AND CLASSIFICATION***

**Section 1.** The position description is a written record of the basic duties and responsibilities, physical requirements, supervisory relationships assigned to a position, and comprises the work assigned to an Employee. The position description shall clearly state the work to be performed. The position description does not describe every duty the Employee will be expected to perform; it merely describes the major duties and responsibilities. Minor duties may be omitted from the position description or covered by a brief statement showing that related minor duties may be performed as long as those duties do not exceed 20% of the Employee's workload.

**Section 2.** An Employee will be provided a copy of the position description upon reporting for duty in the position, and when changes are made in the position description.

**Section 3.** An Employee may initiate a request for a position review by bringing to the attention of the immediate supervisor, in writing, significant aspects of duty assignments believed not to be covered by the official position description or significant aspects of the position description not being performed. If the supervisor agrees that material differences exist, the position description will be forwarded to the Regional NAF Human Resources Office for classification review. The actual series or grade level classification of a position is not grievable.

## ***11. HEALTH AND SAFETY***

**Section 1.** The Employer agrees to provide safe and healthful working conditions taking into account the mission of the Agency and the inherent hazards of the job performed. The Parties shall be governed by the Safety and Health regulations and this Agreement.

**Section 2.** In those work areas where protective clothing and safety devices are required by the Employer for the proper performance of duties, such gear or devices shall be furnished by the Employer at no cost. Employees shall be responsible for following established procedures in obtaining these items and for their proper care and use. When duties involve special hazards, the Employer will provide reasonable training or indoctrination to the Employees involved concerning the hazards and the proper work methods to be used.

**Section 3.** Employees are responsible for wearing required protective gear, for performing assigned duties in a manner that will protect themselves, co-workers, equipment and materials from accident, and for practicing good housekeeping.

### **Section 4.**

a. In the course of performing their normally assigned work, Employees will be alert to observe unsafe practices and conditions. If an unsafe condition is observed, the Employee should report it to his supervisor.

b. When an Employee believes the directed work is unsafe or unhealthy beyond normal hazards inherent in the operation in question, the matter should be referred to the supervisor. The supervisor will make an evaluation of the working conditions and direct that the work either be continued or stopped.

c. In the event the decision of the supervisor does not satisfactorily resolve the problem, the Employee or the Union may grieve such decision.

**Section 5.** The Employer shall develop procedures to assure disabled Employees are provided assistance to evacuate buildings in case of emergency.

**Section 6.** The Employer is responsible for administering, monitoring, and recording an effective safety program. The Employer will provide a monthly mishap summary of any work-related injury/illness of bargaining unit Employees to the Union.

**Section 7.** All Employees subject to exposure hazards and those whose disability may endanger their health and/or the health of others will be given a health examination at intervals which will comply with applicable Federal, State and local laws and regulations relating to the safety and health of Agency Employees.

**Section 8.** The Employer and the Union will cooperate in the continuing effort to eliminate accidents and health hazards. The Union may attend regularly scheduled Safety meetings on official time, if otherwise in a duty status. The Union must request official time for such purpose in accordance with this Agreement, and should give advance notice of such meetings to the appropriate supervisor as soon as possible.

**Section 9.** Annual safety inspections:

a. The term "inspection" means a comprehensive survey of all or parts of a workplace to detect safety and health hazards. Inspections are normally performed during regular work hours except as special circumstances may require. Inspections do not include routine day-to-day visits by safety and health personnel or routine workplace surveillance of occupational health conditions.

b. Upon 24 hours advanced notification to management, a Union Representative will be allowed to accompany the inspector during the annual physical inspection of Employee work areas, as well as the official who conducts an inspection in response to a report by an Employee, or the Union, of any unsafe or unhealthful condition. A Union Representative will also be allowed to accompany OSHA inspectors during their inspection of Employee work areas, provided the inspector does not object. Union Representatives accompanying such inspectors are entitled to official time, if otherwise in a duty status.

## ***12. EMPLOYEE BENEFITS***

Community Support Programs offers a comprehensive benefits package. The purpose of the benefits program is to provide financial protection for Employees and their family members. All plans are voluntary and require Employee contributions, except for workers and unemployment compensation. It is important for every Employee to understand and exercise good judgment in electing to participate in what is offered. Eligibility to enroll in certain benefits programs is determined by the Employee's employment category, i.e., regular full time, regular part time and flexible; and time in service. All benefits programs are controlled by contract.

### **Section 1: Medical Plans**

The Employer offers a medical plan which provides a broad range of coverage for hospital, surgical and medical expenses for Employees and eligible family members. Regular full and part time Employees are eligible to enroll in the medical plan effective upon the date of hire. If eligible, Employees must enroll within the first 31 calendar days of employment/change in category or during open enrollment. If an Employee loses coverage, gets married, adds a child, or any other qualifying event, coverage can be obtained if applied for within 31 calendar days of the event. Employees and the Employer share the cost of provided medical coverage.

## **Section 2: Dental Plan**

Dental benefits are available for Employees and eligible family members. Dental benefits are available for regular full-time and part-time Employees. Employees and the Employer share the cost of provided dental coverage. For more information, Employees may contact the NAF Human Resources Office.

## **Section 3: Disability Plan**

The CSP disability plan is administered in conjunction with sick leave, social security and workers compensation. Regular full-time Employees are eligible to enroll in the disability plan within the first 31 calendar days of date of employment or during open enrollment. Employees and the Employer will share the cost of the plan. The Employee pays 25% of the cost and the disability plan provides benefits when the Employee is unable to work due to non-work related disability, illness or injury (both long term and short term). Disabled Employees receive 60 percent of their pre-disability earnings. For a more detailed explanation, Employees may contact the NAF Human Resources Office.

## **Section 4: Life Insurance Plan**

Regular full-time Employees are eligible to enroll in the Life Insurance Plan. If eligible, Employees must enroll with the first 31 calendar days of employment or during an open season. The annual salary of the Employee determines the amount of basic life coverage. This plan is term insurance and has no cash value. Benefits are payable to the designated beneficiary in the event of death (see plan restrictions). The following insurance plans are available:

a. Basic Life Insurance: This plan pays a death benefit equal to basic annual pay, rounded up to the next highest \$1,000, plus \$2,000.

b. Optional Life Insurance: This plan pays an additional benefit up to six times basic annual salary (subject to approval).

c. Accidental Death and Dismemberment (AD&D) Insurance: This plan is equal to two times the amount of insurance benefits if the cause of death is due to an accident. AD&D also pays a partial benefit if the Employee loses a limb or sight.

d. Spouse and Dependent Child Coverage: available when Employee has applied for optional life coverage.

## **Section 5: Retirement Plan**

The retirement plan provides a set benefit, based on annual salary and years of service. All regular full and part-time Employees are eligible to enroll in the retirement plan. If the Employee is enrolled in the retirement plan and has five years of credited service, the Employee is considered to be a vested member in the plan.

To participate, the Employee must contribute one (1) percent of gross wages each pay period. Employees nearing eligibility for retirement who have questions concerning retirement benefits will, upon request, receive a verbal or written response.

Unused sick leave is added to NAF Retirement plan service if the Employee retires with an immediate annuity.

## **Section 6: 401K Savings and Investment Plan**

In addition to the retirement plan, a regular full-time or regular part-time Employee may choose to join the 401K plan and contribute up to the maximum the IRS will allow. The Employee decides how much to save and how to invest their funds. The Employer will match up to three (3) percent of the Employee's salary. If an Employee terminates employment for any reason before contributing to the plan for twelve (12) months, the Employee will forfeit the agency match.

a. The money contributed to the 401(K) is deducted from the Employee's paycheck before taxes are calculated. This lowers the amount of taxes an Employee pays, so the Employee can afford to save more.

b. The 401(K) plan offers several investment vehicles, each with a different level of risk and potential return.

c. The sooner an Employee joins the 401(K) plan, the less it can cost to reach retirement goals.

d. When an Employee leaves NAF employment, the account may be paid out or rolled over to a private IRA (whichever the Employee elects). However, if an Employee elects to receive a return of contributions (cash out); the funds are subject to a 20 percent tax, in addition to a 10 percent IRS penalty. If the Employee is age 59-1/2 or older, the IRS may exempt the Employee from the 10 percent penalty charge.

### **Section 7: Workers Compensation (On-the-Job Injuries or Illness)**

a. An injured Employee is entitled to first aid and medical care for any on-the-job injury. Emergency diagnosis and initial treatment may be provided by a Navy medical facility authorized to conduct such an examination or any doctor chosen by the Employee.

b. When Employees, or their representatives, report an illness or injury, which has occurred in the performance of official duties, the supervisor or contacted agency representative will prepare a "Supervisory Report of Illness/Injury" form and forward to the local NAF Human Resources Office for processing. The local NAF Human Resources Office is responsible for forwarding this information to the workers compensation carrier. All payments to Employees for workers compensation benefits are paid to the Employee directly from the workers compensation carrier, unless the Employee opts to utilize leave. Employees, except off-duty enlisted service members, are provided compensation benefits under the Nonappropriated Fund Instrumentalities Act.

c. When an on-the-job injured Employee is able to return to work in a light duty status, the Employer will make every effort to place the Employee in a light duty assignment at the Installation where the Employee's duty station is located, if available.

d. An Employee who suffers a compensable illness or injury and is unable to return to work after one year will be separated from employment through a non-disciplinary disability termination.

## ***13. ATTENDANCE, LEAVE AND HOLIDAYS***

### **Section 1. Annual Leave**

a. The Employee's use of annual leave is subject to the Employer's right to assign work in order to meet mission requirements. Regular full-time and part-time Employees earn annual leave while in a pay status, however, leave may not be used until the Employee has completed 90 days on the job. Annual leave is credited at the end of the pay period in which it is earned. Accrual rates are as follows:

(1) Employees with less than 3 years of service will accrue 5 percent of the total hours in the basic work week (e.g., an Employee who works 80 hours during a pay period will earn four hours of annual leave).

(2) Employees with more than three and less than 15 years of service will accrue 7.5 percent of the total hours in the basic work week (e.g., an Employee who works 80 hours during a pay period will earn six hours of annual leave), except for the final bi-weekly pay period of the leave year when leave will accrue at the rate of 12.5 percent of the total hours in the basic work week.

(3) Employees with more than 15 years of service will accrue 10 percent of the total hours in the basic work week (e.g., an Employee who works 80 hours during the bi-weekly pay period will earn eight hours of annual leave).

(4) Employees may not carry over more than 240 hours of annual leave from one leave year to the next, except for Employees transferred from OCONUS.

b. **Approval.** Consistent with the needs of the Employer, annual leave which is properly requested in advance will be approved or disapproved in 10 calendar days by proper endorsement of the NAF Request for Leave form and returned to applicant. Disapproved leave will include a written reason. Employees must ensure they have a signed and approved NAF Request for Leave form before making transportation arrangements. The Employer may cancel scheduled annual leave as mission requirements dictate.

c. **Vacation Planning.**

(1) To receive priority consideration, requests for annual leave for extended periods of time of one or more basic work weeks will be submitted to the supervisor no later than 15 February of each year for the period of 15 February through 14 February of the following year. Leave requests for extended periods that are scheduled and approved prior to 15 February may not be cancelled by the Employee absent compelling reasons that were not known to the Employee at the time the leave request was made. Employees who do not request annual leave for extended periods by 15 February still may do so at any time during the leave year, however, such leave requests may be denied if in conflict with the choice of another Employee who has requested leave by 15 February.

(2) An Employee may only request annual leave for an extended period of time if annual leave is available, or projected to be available, to the Employee at the time the leave is to be taken. Priority consideration will not be given to Employees who request LWOP for scheduled extended leave requests.

(3) In establishing the leave schedule, the supervisor will grant leave based on seniority (service computation date). Requests for the same leave period submitted after 15 February will be considered on a "first come, first served" basis.

d. **Call-in Procedures for Unscheduled Annual Leave for Emergency Purposes.** If the emergency arises while the Employee is at work, the Employee shall notify the supervisor of the general nature of the emergency, the anticipated period of the absence, and obtain the Supervisor's approval for annual leave. If the emergency arises when the Employee is not at work, and the need to take leave would prevent reporting to work as scheduled, the Employee must notify the Supervisor at the earliest available opportunity, but normally no later than the beginning of the work shift. It is management's responsibility to notify employees of and/or post an official designated work telephone number for employees to contact. If telephonic or personal contact is not possible, the Employee may use voice mail or e-mail (if available) to leave a message for the supervisor indicating the Employee's name, the need and reason for the absence, its anticipated duration, and a telephone number at which he/she can be reached. Notification does not, in itself, assure that leave will be approved. If the Employee anticipates absence beyond the initial estimated period, the additional absence will be reported as soon as possible to the Supervisor. The Employee will submit a NAF Request for Leave form to the supervisor on the day he/she returns to work.

e. **Use or Lose Annual Leave.** Employees may not carry over annual leave over 240 hours into the next leave year unless in certain situations of extreme business necessity approved in advance and in writing by management. It is the Employee's responsibility to request scheduling

of use or lose leave. Failure of an Employee to request scheduling of annual leave by 15 November may result in untaken use or lose annual leave being forfeited, except for Employees transferred from OCONUS.

f. **Pay-off of annual leave.** Upon separation, Employees will be paid a lump sum payment for annual leave balances, unless separated within the first 90 days of employment. If transferred to another NAF activity, the Employee may elect to transfer the annual leave balance or be paid off in a lump sum if both the losing and gaining NAFI agree to the request. If the Employee is transferring to an appropriated fund (APF) (GS) position, all of his annual leave will be transferred. There is no lump sum pay off of annual leave under this scenario.

## **Section 2. Sick Leave and Family Leave**

a. **Sick Leave Accrual.** Regular full-time and part-time Employees are eligible to earn sick leave. The amount of sick leave earned is based on the number of hours in a "pay" status, e.g., if the Employee works 80 hours per bi-weekly pay period, the Employee will earn four hours of sick leave. There is no limit to the amount of sick leave that an Employee may accumulate and carry over from one leave year to the next. However, no payment for unused sick leave will be made to an Employee under any circumstances. Unused sick leave is added to NAF Retirement plan service if the Employee retires with an immediate annuity.

b. **Leave Entitlement.** The Employer shall grant sick leave to an Employee when the Employee:

- (1) Receives medical, dental, or optical examination or treatment;
- (2) Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth;
- (3) Provides care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth, or who receives medical, dental, or optical examination or treatment;
- (4) Provides care for a family member with a serious health condition;
- (5) Makes arrangements necessitated by the death of a family member or attends the funeral of a family member, for example, travel; attending memorial services; pre-funeral gatherings/ceremonies; reading of the will (the granting of annual leave, sick leave or leave without pay (LWOP) will be given full consideration in the case of death, or impending death, in the Employee's immediate family);
- (6) Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by their presence on the job because of exposure to a communicable disease; or
- (7) Must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and other activities necessary to allow the adoption to proceed.
- (8) Family member is defined as spouse, and parents of spouse thereof; children, including adopted children, and spouses thereof; parents; brothers and sisters, and spouses thereof; domestic partner and parents thereof.

c. **Family and Medical Leave.** A non-probationary regular full-time or part-time Employee shall be entitled to a total of twelve administrative work weeks of LWOP (annual leave or sick leave may be substituted) during any twelve month period for one or more of the following reasons:

- (1) The birth of a son or daughter of the Employee and the care of such son or daughter;

(2) The placement of a son or daughter with the Employee for adoption or foster care;  
(3) The care of a spouse, son, daughter, or parent of the Employee if such spouse, son, daughter, or parent has a serious health condition;

(4) A serious health condition of the Employee that makes the Employee unable to perform any one or more of the essential functions of his or her position.

The Employee may take only the amount of leave necessary to manage the circumstances that prompted the need for the leave and must provide supporting documentation.

**d. Medical Appointments.** Absence for examination or treatment shall be arranged in advance with the Employee's supervisor. Sick leave for such purposes shall normally be approved subject to workload considerations.

**e. Call-in Procedures for Unscheduled Sick Leave.** Sick leave may be granted for legitimate medical reasons and must be approved in advance, where feasible. Sick leave is a privilege and will be approved when an Employee cannot perform his/her assigned duties and when the Employee notifies his/her supervisor within one (1) hour of scheduled starting time on each day of absence. When a full-time or part-time employee is absent from work due to illness or injury for three or more working days, or when a flexible employees is absent from work due to illness or injury for five or more scheduled working days, or for any duration of absence where the Employer provides evidence that it is necessary (for example, a documented pattern of leave abuse, a documentable instance of leave abuse, the Employee is on a letter of requirement, or when the requirement for medical documentation is requested in advance by the Employer during a period of a training exercise or emergency), the Employee shall be required to furnish the Employer with a medical certificate or other administratively acceptable evidence as to the reason for the absence. The Employee will submit a NAF Request for Leave form to the supervisor on the day he/she returns to work. Sick leave may not be paid when the notification and documentation requirements above are not met.

**f. On-Duty Procedures for Unscheduled Leave.** If the illness or injury arises while the Employee is at work, the Employee shall notify the supervisor of the nature of the illness or injury, and obtain the Employer's approval. If the Employee has suffered an on-the-job injury, he/she will need to ensure that his/her supervisor is notified.

**g. Leave Donation Request.** Regular non-probationary Employees affected by a medical emergency, who have exhausted all available sick and annual leave, may request annual leave to be donated from other NAF employees within the recipient's employing NAFI. Approved leave recipients shall provide medical documentation of a medical emergency prior to be given donated leave. Pregnancy without medical complications is not a medical emergency. The leave donated is taken from the annual leave account of the donor. It is then converted to NAF dollars based upon the salary rate of the donating employee and is transferred to the using employee to use as sick leave. The number of hours received is based upon the salary rate of the receiving employee. Donated leave should only be credited to the user's account as it will be used. Unused donated leave will be returned to the donor.

### **Section 3. Administrative Leave**

a. Administrative leave is an excused absence from duty administratively authorized without loss of pay and without charge to an Employee's accrued leave.

b. Employees may be authorized time off with pay for blood donations, for voting in federal, state, county or municipal government elections if the polls are not open at least three (3) hours before or after an Employee's regular working hours, or for severe weather and other emergencies.

c. **Court Leave.** In the event an Employee is officially summoned, in writing, to serve on jury duty and the appearance will require the Employee to be absent from duty, the Employer will grant court leave not to exceed eight (8) straight-time hours per day consistent with regulations and workload requirements. The Employee shall notify the Employer promptly and present the summons for jury service to the supervisor. Upon completion of the service, the Employee shall present to the Employer satisfactory evidence of time served on such duty, together with any jury fees received. Allowances received for transportation may be retained by the Employee.

(1) When an Employee who has been granted court leave of absence with pay is excused from jury duty for one (1) day or even a substantial part of a day and in those cases where time and travel permit and where no hardship results (normally three (3) hours or more) the Employee shall be expected to return to duty or be charged annual leave or leave without pay for the time the Employee would have been expected to work had the Employee returned to duty.

(2) A night shift Employee who performs court services during the day is entitled to the night shift differential.

(3) When an Employee is called as a Government witness to testify in an official capacity as a Federal Employee, the Employee is considered to be in an official duty status. The Employee may not accept witness fees of any kind. When an Employee appears in court as a non-Government witness and not in the Employee's official capacity, the absence from duty must be charged as either annual leave or leave without pay. Such Employee is entitled to the usual fees and expenses. When an Employee is subpoenaed to testify, in private litigation, in an official capacity, the Employee will be considered to be in a duty status, and can retain reimbursement for actual expenses only.

d. **Military Duty.** Regular full-time Employees who are members of a military reserve component are allowed a maximum of 120 excused hours per fiscal year; regular part-time Employees accrue leave as a percentage of the full-time authorization of 120 hours. Any part of military leave not used during the fiscal year accumulates for use in succeeding years, not to exceed 120 hours maximum carryover per fiscal year. Minimum deduction for military leave is one hour. Additional time for military leave will be taken as leave without pay or annual leave.

e. **Funeral Leave.** Regular NAF Employees may be granted administrative leave for up to three (3) consecutive workdays to make funeral arrangements for, or attend the funeral of, an immediate family member. Immediate family members are defined as spouse, parent, child, brother, sister, parent of spouse, or grandparents (in loco parentis only, defined as "in place of parent;" a grandparent who raised you) and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. Relationship to Employee must be indicated on Leave Request form.

#### **Section 4. Leave Without Pay**

a. Leave without pay is a temporary non-pay status and absence from duty, which has been requested and approved by the Employer.

b. The following Employees are entitled, as a matter of right, to take leave without pay for the following reasons with advance notification to the Employer:

(1) A disabled veteran for medical treatment upon presentation of an official statement from a duly constituted medical authority that medical treatment is required.

(2) A military reservist or national guardsman for the period required to perform active duty if there is no entitlement to military leave or military leave has been exhausted.

c. The Employer may, at its discretion, approve requests for leave without pay for up to three (3) calendar months when an Employee has an illness or injury that would otherwise be covered with sick leave when the Employee's annual and sick leave have been exhausted and there is reasonable assurance the Employee can and will return to work with the Employer at the end of the leave period. Once this period has elapsed, the Employee may be separated from employment through a non-disciplinary disability termination.

d. If the Employee is a spouse of an active duty military member and is transferring to another activity, they may request LWOP to ensure no break in service if the request is accompanied by a resignation SF-52. LWOP will be granted in 90-day increments, not to exceed 180 days in total. An extension may be granted, but it must be made prior to the expiration of each 90-day increment.

e. LWOP is always subject to management discretion and cannot exceed one year.

### **Section 5. Holidays**

a. The following are observed as paid legal holidays.

1. New Years Day 1 January
2. Martin Luther King's Birthday 3rd Monday of January
3. President's Day 3rd Monday of February
4. Memorial Day Last Monday in May
5. Independence Day 4 July
6. Labor Day 1st Monday in September
7. Columbus Day 2nd Monday in October
8. Veteran's Day 11 November
9. Thanksgiving Day 4th Thursday in November
10. Christmas Day 25 December
11. Any other day proclaimed by Federal Law or Executive Order

b. To be eligible for holiday pay, Employees must be in a pay status the scheduled day preceding or following the holiday. Employees in a leave without pay or AWOL status are not eligible.

c. The holiday observance chart as illustrated will be applied to all Employees in a pay status if the holiday falls on a day they are normally scheduled to work. Pay is equal to the number of hours the employee would have worked had the day not been a holiday.

d. An Employee's regular schedule will not be changed to avoid paying holiday pay.

## ***14. TRAINING AND DEVELOPMENT***

**Section 1.** The Parties agree that it is necessary and desirable and in the public interest that self-education is supplemented and extended by government sponsored programs to train Employees to enhance Employees' performance of duties and the development of skills, knowledge and abilities. Employees and supervisors are encouraged to develop an Individual Development Plan for career self-development.

**Section 2.** The Employer agrees to develop and train bargaining unit Employees through the establishment and operation of progressive and efficient job related training programs in a manner consistent with available resources. These programs will be designed to:

- a. Aid Employees in improving their performance in their current positions.
- b. Building and retaining a work force of skilled and efficient government Employees.
- c. Using a reasonable and uniform administration of training resources consistent with the mission and the needs of the Employer.

**Section 3.** It is recognized that the Employer has the right to establish, modify or disestablish its training programs consistent with the needs of its mission.

**Section 4.** Employees who successfully complete a job-related course of training or education at an accredited college or institution, which is paid at the Employee's own expense, should submit a diploma or certificate of completion to the local NAF Human Resource Office in order to receive credit in their training record.

**Section 5.** Eligible Employees are encouraged to take advantage of the NAF Tuition Reimbursement Program, when funding is available, to further their educational goals.

## ***15. EQUAL EMPLOYMENT OPPORTUNITY***

**Section 1.** The Parties agree to affirmatively support a policy of equal employment opportunity with regard to conditions of employment. This includes, but is not limited to, a pledge to work positively towards a goal of developing full utilization of Employees skills and abilities without regard to age, race, color, religion, sex, national origin or mental/physical disability. The Employer agrees to fully comply with all laws, rules and regulations of higher authority that relate to EEO matters.

**Section 2.** The Employer agrees to provide all bargaining unit Employees a work atmosphere free from sexual harassment. Verbal or physical conduct of a sexual nature constitutes sexual harassment when: (a) submission to such conduct is made either explicitly/implicitly a term/condition of employment; (b) submission to or rejection of such conduct is used as the basis for employment decisions; or (c) such conduct has the purpose or effect of unreasonably interfering with an Employee's work performance or environment.

**Section 3.** Any Employee who believes that he/she has been discriminated against on any of the grounds set forth in this Article may file one, but not more than one, of the following:

a. A grievance using traditional grievance steps including optional use of Alternative Discipline Resolution (ADR), i.e., mediation;

b. An EEO Complaint of discrimination including optional use of ADR, i.e., mediation.

**Section 4.** The Employee shall be deemed to have elected an option when the Employee files a written grievance or a complaint of discrimination. In any event, it is the Employee's responsibility to timely meet required deadlines.

**Section 5.** If the Employee elects to process a grievance under this Agreement, the Employee is entitled to Union representation if desired. If Union representation is not desired, the Union shall have the right to be present at any meeting between the Employer and the Employee concerning the grievance whether the Employee chooses to process the grievance utilizing ADR (mediation) or the traditional grievance steps.

**Section 6.** If the Employee elects to file a complaint of discrimination, the Employee is entitled to a representative of his/her choice, including an attorney, a Union representative or other.

## ***16. HOURS OF WORK***

**Section 1. Standard Work Schedule.** The basic administrative workweek is the calendar week of Friday through Thursday. The basic workday is eight hours. Starting times for the basic workday will be established by the supervisor. To the extent possible, Employees will be scheduled for consecutive days of the administrative work week.

**Section 2. Schedules.** Written schedules will be posted at least seven (7) calendar days in advance, and will cover a period of not less than one (1) workweek. Any change to the posted

schedule is the responsibility of the manager or designee to personally communicate to the Employee affected. The schedule of a regularly scheduled flexible, full-time, and part-time Employee's basic work week will not be changed without notice of at least one (1) week, unless in case of emergency. The schedule of a non-regularly scheduled flexible Employee will not be changed without notice of at least 24 hours, unless in case of emergency. Notwithstanding the preceding, the schedule for Craft and Trade Employees will not be changed without notice of at least one (1) week, unless the Employer would be severely handicapped in carrying out its mission, or costs would be substantially increased. When scheduling mandatory overtime in advance, Employees will be assigned overtime in order of inverse seniority. In the assignment of additional unscheduled overtime hours, the Employer may, when possible, solicit volunteers from the on-duty personnel.

**Section 3. Overtime.** When unusual or urgent work situations arise, the Employer may request volunteers first, however, overtime is mandatory if assigned. The Employer must approve all overtime in advance of the work to be performed.

**Section 4. Meal/lunch periods.** Regular meal or lunch periods will normally be established at no less than thirty (30) minutes nor in excess of one hour, and will not be considered as time worked. Employees normally should not be required to work more than six (6) consecutive hours without allowance for a meal period. An exception to the meal period requirement is for positions at isolated work sites where it is not practical to provide a replacement for the employee during the meal period. The Employee may be permitted to eat at the work location while on the job and will be paid for all time on duty during the shift.

**Section 5. Breaks.** All Employees shall be scheduled for one (1) rest break of fifteen (15) duration for every four (4) hours worked, approximately half way through the four (4) hours. An Employee, whose rest break is delayed due to legitimate work requirements as determined by the immediate supervisor, or designee, will be given that break as soon as possible thereafter. Additionally, such rest and meal periods cannot be accumulated used to leave early, or come in late, unless agreed to by both the Employee and Supervisor.

**Section 6. Alternate Work Schedules.** In some instances, the use of flexible and compressed work schedules may benefit both Parties. In accordance with Agency regulations, the Employer may establish flexible and compressed work schedules. If compressed work schedules are implemented, a written waiver to overtime for over 8 hours in a day, and over 40 hours if the regular schedule includes these situations, must be obtained from Craft & Trade (C&T) Employees before C&T Employees can work a compressed schedule.

**Section 7. Flexible Employees.** Flexible (FLEX) Employees serve in either continuing or temporary positions up to forty (40) hours per week on either a scheduled or as-needed basis. FLEX Employees are a separate category of NAFI Employees. FLEX Employees are not Regular full-time or Regular part-time Employees working flexible or compressed work schedules. Under Agency regulations, FLEX Employees are not entitled to participate in NAF benefits programs, nor are they entitled to earn sick or annual leave.

a. FLEX Employees are subject to the same attendance requirements as regular full-time and regular part-time Employees.

b. The Employer will furnish FLEX Employees with a copy of their position description and inform them of the general conditions of employment.

c. The Parties recognize that Regular Employees have significantly greater access to Employee benefits, entitlements and protections than FLEX Employees under Agency regulations and this Agreement. FLEX positions may be converted to Regular positions at the

discretion of the Employer in accordance with applicable law and regulations although some FLEX positions, such as seasonal positions, may not be suitable for conversion. For example, summer lifeguard positions may not be suitable for conversion to Regular part-time positions due to the seasonal need for these positions. However, the Employer may consider suitable positions for conversion to regular status subject to business needs of the activity and the performance level of individual Employees.

d. Upon request, the Employer may consider a FLEX position for conversion to regular status based on business and budgeting needs no later than thirty-six (36) months from the effective date of this contract. However, an Employee with over 15 years as a flexible employee may be considered for conversion to regular status upon the effective date of this contract. An Employee with over 10 years as a flexible employee may be considered for conversion to regular status twelve (12) months from the effective date of this contract. To be eligible for conversion, FLEX employees must have earned an overall performance rating of outstanding or highly satisfactory and have continued to perform at that level for the preceding period. Additionally, an eligible FLEX Employee must have worked a minimum of 1500 hours per twelve month period for the preceding thirty-six (36) months.

e. Determination of whether the regular status will be part-time or full-time will be made by the Employer based on management needs.

## ***17. PROMOTIONS***

**Section 1. General Provisions.** The provisions of this Article apply to all Unit positions. The Employer will give first consideration to current NAF Employees, consistent with applicable law and regulations. The Employer reserves the right to use any appropriate source to fill positions, both temporary and permanent, from among properly ranked and certified candidates for promotion or selection. Advancement shall be determined solely on the basis of relative ability, knowledge, and skills, after fair and open competition which assures that all receive equal opportunity. The Employer has the right to select or not to select from among a group of best qualified candidates, including the right to non-select all candidates.

a. Employees are solely responsible for preparing and submitting their internal applications to local NAF Human Resources Office. Internal applications must be renewed every six months.

b. Relatives may not work within the same working unit defined as reporting to the same supervisor.

## ***18. DETAILS AND TEMPORARY PROMOTIONS***

**Section 1.** A detail is the temporary assignment of an Employee to a different position or set of duties within the same pay grade, for a specific period with the clear understanding that the Employee is not officially reassigned but continues to occupy his/her position of record and shall return to his/her regular position upon completion of detail.

**Section 2.** Details in excess of 30 days will be documented and maintained as a permanent record in the Employee's Official Personnel Folder (OPF).

**Section 3.** A temporary promotion is effected when an Employee is temporarily assigned to a position classified at a higher-grade level than his/her regular position. Temporary promotions to higher level duties which are expected to last more than 180 days will be made using competitive procedures.

## ***19. PROBATIONARY PERIODS***

**Section 1.** A probationary period of one year is established for all new full and part-time employees.

**Section 2.** An employee with a minimum of one year of service within NRSW will not be required to complete a new probationary period when moving from flexible to a full-time position in the same job.

**Section 3.** Employees promoted to a supervisory position are required to complete a new one year probationary period.

**Section 4.** Employees that are promoted to a higher grade will be required to complete an additional six month probationary period. Reassignments do not require a new probationary period.

## ***20. EMPLOYEE PERFORMANCE***

### **Section 1. Performance Appraisal System**

a. The NAF Performance Rating form will be used for annual appraisal and rating of regular part-time and regular full-time Employees. Additional reviews may be given as the supervisor deems appropriate or quarterly upon Employee request.

b. The Employee's signature on the appraisal does not indicate agreement with the rating.

c. Upon Employee request, the supervisor will provide and define performance standards and/or provide informal, verbal quarterly performance reviews.

**Section 2. Unacceptable Performance.** At any time a supervisor determines a regular full-time or regular part-time Employee is not performing at an acceptable level in one or more critical elements, a Letter of Caution will be issued. The purpose of the Letter of Caution is to advise the Employee where deficiencies exist, to provide a specified period of time for an opportunity to improve performance, appropriate additional training and notice to the Employee of repercussions of unacceptable performance. Failure to bring performance up to an acceptable level in critical elements identified in the Letter of Caution may result in the Employee being reassigned, demoted, or removed.

## ***21. CONTRACTING OUT***

**Section 1.** The Employer agrees to notify the Union within forty-five (45) calendar days of a decision to contract out a function within the bargaining unit and to consult openly and fully with the Union regarding implementation and impact on bargaining unit members. During this period, the Employer will not issue any requests for proposals from contractors, and the Union may submit proposals or concerns, in writing, to the Employer for consideration.

**Section 2.** The Employer will conduct briefings with affected bargaining unit Employees for the purpose of providing information concerning contracting out within forty-five (45) days of the decision to contract out. The Union will be invited to attend such briefings. Additionally, the Union may request additional meetings, on a monthly basis, if it is expected that more than sixty (60) days will be required to effect a contracting out decision.

**Section 3.** If Unit work is contracted out and regular Employees are displaced, the Employer will make a reasonable effort to minimize the impact on affected Employees and to place adversely affected Employees in existing vacancies for which they are eligible and qualified.

**Section 4.** When contracting out, the Employer will make every effort to include a contract term to ensure preferential treatment, such as a "Right of First Refusal" for current Employees that will be displaced by such a contract.

## **22. TIMEKEEPING AND COMPENSATION**

**Section 1.** Employees will be paid in accordance with applicable law and regulations.

**Section 2.** It is the responsibility of the Employee to comply with electronic timekeeping requirements. All Employees will be furnished a copy of their electronic timesheet, upon request. Employees must use installation land lines for TeleTime purposes in KRONOS.

**Section 3.** Any change to the timekeeping system must be initialed by the Employee before submission. The Employer will not allow altering of a time card for the purpose of not showing earned overtime or other earned compensation.

**Section 4.** Employees are entitled to timely receipt of all compensation earned by them. If on payday, an Employee does not receive all compensation earned and due because of an error attributable solely to the Employer, the Employee shall notify the immediate supervisor. The Employer shall, at the Employee's request, notify the Payroll Office to expedite payment to the Employee.

**Section 5. Wage Administration - Pay Band Employees:**

a. Employees under the Pay Band system will receive consideration for pay increases at least annually in conjunction with their performance evaluation. These increases are granted at the discretion of the Employer based on work performance, merit, and budget.

b. To adjust for cost of living each year, the Employer will grant an "across the board" pay increase to all NRSW NAF Pay Band Employees. Annual Across-the-Board Adjustments are subject to the following limitations under Agency Regulations:

(1) Employees in Bands NF-1 and NF-2. The adjustment shall be equal to the average percentage adjustment stated on the pay report attached to the current pay schedule issued by the Wage Fixing Authority.

(2) Employees in Bands NF-3 through NF-4. The adjustment shall be equal to the respective adjustment granted to corresponding APF Employees.

(3) Employees at or Near the Top of a Band. The Employee's basic pay may not exceed the maximum rate for the Employee's band.

(4) Employees in a Less than Satisfactory or Equivalent Status. Such Employees are ineligible for pay increase under Agency Regulations.

**Section 6. Wage Administration - Craft & Trade Employees:**

a. Craft & Trade Employees will be paid in accordance with published DoD Wage Schedules. The Employee must meet the time-in-grade requirement and have a satisfactory work performance to be eligible for a Step increase. The Employee will automatically receive the Step increase if the supervisor fails to submit a performance appraisal within the required timeframe.

b. The Employer will promptly implement the approved pay schedules when they are received.

**Section 7.** This section's language was not agreed to during negotiations. Once the language dispute is resolved by the Federal Service Impasses Panel, this section will be incorporated into this Agreement through a Memorandum of Understanding.

**Section 8.** Non-Performance Awards are cash awards intended to reward Employee for "on the spot," "Special Act" or other type of award that is not related to an Employee's performance evaluation. Non-Performance Awards are given at the discretion of the Employer based on merit, and budget.

**Section 9.** Other Pay Administration. The Employer will comply with applicable federal laws, rules and regulations policy in its pay practices concerning overtime compensation, Holiday Pay, or pay for regularly scheduled Sunday work. The Employer will notify the Union

before changing any existing, discretionary pay items, such as shift differential entitlement for Pay Banded Employees.

**Section 10.** A minimum of 5% of service charges collected will be distributed to eligible employees. If applicable, catering contracts will notify patrons that tips and gratuities are not included in service charges.

**Section 11.** Tips and gratuities must be disbursed to the Employee(s) concerned and may not be retained by management. Under IRS regulations, any Employee who receives more than \$20 per month in tips must report the amount of such tips to their Employer, as these tips are subject to payment of Federal income tax and the Employee's share of FICA. Employees should use IRS Form 4070 for this purpose.

**Section 12.** The Employer would support any legislation or movement to garner Navy Exchange or Commissary privileges for Employees.

a. When approved by appropriate authority, all Employees shall be granted access to and use of installation commissary.

b. When approved by appropriate authority, all Employees shall be granted access to and use of installation Exchange and all of its satellite stores, e.g., gas stations, mini-marts, etc. (except for purchase of uniform articles).

c. The dependents of Employees are not authorized to make purchases; however, they may accompany the Employees as guests.

### ***23. BUSINESS-BASED ACTION (BBA) AND FURLOUGHS FOR THIRTY DAYS OR LESS***

**Section 1.** All business-based actions will be carried out in accordance with applicable laws and regulations.

**Section 2.** The Employer will notify the Union of the proposed implementation date at least thirty (30) calendar days before the effective date, unless compelling circumstances dictate otherwise. This notification will be given as far in advance as practicable and will include the reason for the action, the approximate number of Unit Employees initially affected, and the anticipated effective date of the action.

**Section 3.** Upon receipt of preliminary written notification of anticipated BBA affecting bargaining unit Employees, the Union may, within five (5) working days of such notification, request negotiations concerning procedures for implementation of the action and or appropriate arrangements for Unit Employees adversely affected by the action. Such negotiations, if requested, shall commence within five (5) working days of the request. The Parties agree to conduct negotiations in a manner that does not unnecessarily delay implementation of the action.

**Section 4.** The Union may attend any meeting communicating BBA's to Employees.

**Section 5.** In the event of a separation due to BBA, existing vacancies will be utilized where feasible to place Employees in continuing positions for which they qualify in order to minimize adverse actions and reduce separations.

**Section 6.** An Employee affected by BBA or their designated representative has the right to inspect BBA records pertaining to the Employees involved in the BBA. Such inspection is limited to BBA records that are not subject to nondisclosure laws.

**Section 7.** Separations due to BBA's will be in accordance with the following:

a. Employees will be separated by job category.

b. Employees will be ranked in each job category according to performance.

c. Performance category will be determined by adding the scores for the last two (2) current annual performance evaluations using the following points system: 5 points for

outstanding, 4 points for highly satisfactory, and 3 points for satisfactory. Using performance as a basis, employees are placed into their earned performance category: Gold, Silver or Bronze. The Gold performance category is points 9 and 10, the Silver performance category is points 7 and 8 and the Bronze performance category is points 1 through 6.

d. Within each performance category, Employees with the most seniority are placed at the top and those with lesser time in descending order by service computation date (SCD).

e. Employees with one or more less than satisfactory appraisal ratings in the last two years will be first on the BBA list, regardless of seniority.

**Section 8.** The Employer shall provide complete information needed by the Employees to fully understand the BBA and why they are affected. Specifically:

a. the specific BBA action to be taken;

b. the effective date of the action;

c. the Employee's competitive area, competitive level, and service date;

d. the Employee's grievance or appeal rights.

**Section 9.** Furlough is the placing of an Employee in a temporary status without duties and pay because of lack of work or funds or other non-disciplinary reasons. Furloughs of thirty (30) days or more must be carried out according to Business Based Action (BBA) procedures.

**Section 10.** Prior to furloughing Employees, except for sudden emergencies, the Employer will provide advance written notification to the Union Representative of: a) the reason for the furlough(s); b) the organizational segments affected by the furlough(s); and c) the estimated number of Employees to be furloughed.

**Section 11.** Whenever practicable, the Employer may assign alternate work for Employees that would otherwise be furloughed for less than 30 days.

**Section 12.** If the Employer determines that only a portion of the work force will be furloughed, retention registers will be used to determine which Employees will be released.

#### ***24. DRUG FREE WORKPLACE PROGRAM***

**Section 1.** The Parties fully support the Drug Free Workplace Program. Executive Order 12564 established the basic requirements for a Federal Drug Free Workplace.

**Section 2.** The Employer's Drug Free Workplace Program provides for random drug testing of Employees occupying Testing Designated Positions (TDP's). Under certain circumstances, any Employee may be required to undergo drug/alcohol testing, such as for reasonable belief that he/she has used, or is under the influence, of illegal drugs and/or alcohol; after an accident where significant damage to property has occurred; or to follow up in an Employee's rehabilitation program.

**Section 3.** All Employees occupying a TDP will be notified of the requirement that they undergo random drug testing.

**Section 4.** Employees testing positive for illegal drug use are subject to immediate removal from employment.

**Section 5.** All employees are encouraged to use the CEAP Program if they are experiencing problems with alcohol or drugs.

#### ***25. CIVILIAN EMPLOYEE ASSISTANCE PROGRAM (CEAP)***

**Section 1.** The Civilian Employee Assistance Program is available to Employees and their families. The CEAP is a confidential and professional referral and counseling service covering

such problems as stress and anxiety, family or marriage problems, alcohol or drug problems, emotional or psychological distress, financial problems, and post-traumatic reactions.

**Section 2.** The Employer will regularly publicize the availability of the CEAP through its new hire indoctrination and postings on Official Bulletin Boards.

## ***26. DRESS CODE***

**Section 1.** First impressions by customers of CSP facilities are extremely important and largely determined by the appearance and professionalism of our Employees. All CSP Employees (uniformed and non-uniformed) shall present a well-groomed professional appearance.

**Section 2.** The Employer may require the wearing of uniforms by employees. The Employer will furnish the employee the appropriate quantity of uniforms, and all laundry and maintenance of the uniform will be the responsibility of the employee except when dry cleaning is required.

a. The Employer will issue replacement uniforms due to regular wear and tear, but employees must replace, at their own cost, uniforms, which are lost or damaged through negligence. Return of clean and serviceable uniforms is required at time of separation.

**Section 3.** Where the Employer only requires standard items of dress (such as black pants or skirt and white shirt), these are not designated as uniforms and the Employee is responsible for providing such items.

**Section 4.** Employees shall exercise good judgment in the selection of dress. Clothing should be clean, in good repair and not include discriminatory or offensive language. Complaints from patrons or customers will be addressed to the employees by supervisors.

**Section 5.** When made a requirement by the supervisor, nametags that display the first name of an Employee, or first and last name at Employee's option, are a requirement of the dress standard and must be worn at all times by Employees.

**Section 6.** Any Employee who is in doubt of appropriate standards of dress and personal appearance should ask his/her supervisor or the appropriate Manager. Based on the diverse nature of CSP activities and programs, the appropriate dress guidelines may change depending on the work environment.

**Section 7.** Violations of dress code guidelines, after appropriate notification to Employee, may be subject to disciplinary action.

## ***27. DISCIPLINARY ACTIONS***

**Section 1.** NAF disciplinary actions include counseling, written reprimand, suspension, and removal. Progressive discipline, when appropriate, is given to non-probationary regular Employees. Flexible Employees may be terminated for performance or conduct reasons at any time during their employment.

**Section 2.** Employees terminated during their probationary period do not have grievance or appeal rights.

**Section 3.** Employees will speak English only in their work areas and while they are serving or interfacing with the public and/or coworkers while on duty. Employees may speak other than English when necessary to assist customers for whom English is not their primary language. This will occur if the customer initiates conversation in his/her primary language, or if there is a need to accommodate the customer.

**Section 4.** Recoupment actions against an Employee for missing, stolen or lost government property and/or funds will be taken in accordance with applicable governing regulations when

evidence proves that the employee is responsible for the loss of government property and/or funds and acted in a wrongful or negligent manner.

**Section 5.** When any disciplinary action or performance based action is taken, the Employer shall make available all evidence used to support any action to the employee or the employee's representative, in writing, upon request.

## **28. GRIEVANCE PROCEDURE**

**Section 1.** It is the intent of the Parties that differences be resolved promptly, equitably, and whenever possible, informally. Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the lowest level of supervision. Since the prompt settlement of disputes is desirable in the interest of sound labor-management relations and efficient operations, the Parties agree that Employees are encouraged to discuss their concerns or complaints with their immediate supervisor prior to filing a grievance but have the right to contact the Union. To the extent that informal attempts to resolve disputes are unsuccessful, the following is the sole procedure for resolution of Employee, Union, or Employer grievances.

**Section 2. A grievance is defined as any complaint:**

- a. by an Employee concerning any matter relating to the employment of the Employee;
- b. by the Union concerning any matter relating to the employment of the Employee; or
- c. by any Employee, the Union, or the Employer concerning:
  - (1) the effect or interpretation, or claim of breach, of this collective bargaining agreement; or
  - (2) a claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- d. Except that it shall not include any grievance concerning:
  - (1) any claimed violation of Subchapter III of 5 U. S. C. Chapter 73 relating to the prohibited personnel activities;
  - (2) retirement, life insurance, or health insurance;
  - (3) any examination, certification, or appointment;
  - (4) the classification of any position which does not result in the reduction in grade or pay of an Employee;
  - (5) non-selection for promotion from a group of properly certified candidates;
  - (6) the separation for unsatisfactory performance or misconduct of probationary Employees or flexible Employees with less than two years of service with the Employer;
  - (7) a warning or caution, or a notice of a proposed disciplinary action. The employee may provide an explanation of the occurrence that will be attached to the form;
  - (8) other than for procedural errors, notice or implementation of a BBA;
  - (9) a suspension or removal for National Security reasons under 5 U.S.C. Section 7532;
  - (10) any matter precluded by law.

**Section 3.** A flexible Employee with at least two years of service with the Employer may grieve a termination action. The Parties understand that flexible Employees are not subject to progressive discipline; therefore the appropriateness of the discipline, as it relates to whether a lesser discipline should have been imposed, will not be a consideration in any grievance decision.

**Section 4.** Employees retain the right to self-representation in presentation of their grievances to the Employer. Any adjustment reached where an Employee exercises this option will not be inconsistent with the terms of this Agreement. However, the Union has the right to be notified and may attend any formal discussion between management and an employee concerning a grievance.

**Section 5. Employee Grievance Procedure:**

First Step. To the extent that informal attempts to resolve disputes of this Article are unsuccessful, formal grievances must be filed within thirty (30) calendar days after the incident occurs, or within thirty (30) calendar days after the grievant first became aware of the incident. The grievance shall set forth in precise terms exactly what the grievance is; all the facts relating thereto, including the names of any individuals involved in the grievance; the Article or other reference which is in dispute; the reason for the Employee's dissatisfaction; and the corrective action desired. When the Union is designated as the representative of any Employee in a grievance, the Employee will furnish the name and phone number of the representative to the Regional NAF Human Resources Manager in writing. The written grievance shall be presented by the aggrieved Employee and/or the Union representative to the appropriate supervisor – normally, the immediate supervisor. If the supervisor is unable to resolve the grievance a written response will be made to the Employee/Union representative within fourteen (14) calendar days.

Second Step: If a satisfactory settlement is not reached at the First Step or the grievance involves disciplinary action, the grievant and/or Union representative may elect to submit the grievance in writing to the grievant's second level supervisor or the level of supervision above that which took the disciplinary action.

a. The grievance must be submitted within fourteen (14) calendar days of receipt of the First Step decision with the First Step response attached. If, however, the grievance involves disciplinary action, it will be initiated at the level of supervision immediately above that which took the action unless the deciding official was the Commanding Officer in which case the grievance would be addressed to the deciding official. The second level supervisor or the level of supervision immediately above that at which disciplinary action was taken, or his/her designee, will render a written decision within fourteen (14) calendar days of receipt of the Second Step grievance.

b. If the matter is not resolved, it may be submitted to arbitration in accordance with the provisions of Article 29 (Arbitration).

**Section 6. Union Grievance Procedure:**

The Union may initiate a grievance by submitting it in writing to the Community Support Programs Director or his/her designee, with a copy to the Regional NAF Human Resources Office. The grievance must state the specific nature of the grievance; any provision of the collective bargaining agreement, law, rule, and/or regulation alleged to have been violated; and the relief requested. The NAF Human Resources Manager, or his/her designee, may meet with the Union Representative or his/her designee, within twenty-one (21) calendar days of receipt of the grievance to discuss and attempt to resolve the matter. A written decision on the grievance will be issued within thirty (30) calendar days of the meeting. If the decision thus rendered is unacceptable to the Union, it may submit the matter to arbitration in accordance with the provisions of Article 29 (Arbitration).

**Section 7. Employer Grievance Procedure:**

The Employer may initiate a grievance by submitting it in writing to the Union Representative. The grievance must state the specific nature of the grievance; any provision of

the collective bargaining agreement, law, rule and/or regulation alleged to have been violated; and the relief requested. The Union Representative, or his/her designee, may meet with the NAF Human Resource Manager or his/her designee, within twenty-one (21) calendar days of receipt of the grievance to discuss and attempt to resolve the matter. A written decision on the grievance will be issued within twenty-one (21) calendar days of the meeting. If the decision thus rendered is unacceptable to the Employer, it may submit the matter to arbitration in accordance with the provisions of Article 29 (Arbitration).

**Section 8. Time Limits:**

The time limits specified in this Article may be extended or waived by mutual consent of the Parties. The Parties may also mutually agree in writing to waive any Step in the grievance procedure. Failure of the Employer to observe the time limits for any step of the grievance procedure shall entitle the grievant to advance the grievance to the next step. Failure of the Employee/Union to observe the time limits for any step of the grievance procedure shall render the grievance untimely.

**29. ARBITRATION**

**Section 1.** Only grievances which have not been resolved through the grievance procedure outlined in Article 28 may be submitted to Arbitration. Arbitration may only be invoked by the Union or the Employer by submitting a written notice of intent to arbitrate no later than thirty (30) calendar days following receipt of the final written grievance disposition or thirty (30) calendar days following the date the response was due.

**Section 2.** The Parties shall separately or jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. Any fees for such list will be shared equally by the Parties. The Parties shall meet within fifteen (15) calendar days after receipt of the list of arbitrators unless delay is mutually agreed upon. The Union and the Employer will each strike out one name from the list and shall then repeat the procedure. The remaining name shall be the selected arbitrator. The first Party to strike will be determined on the basis of a coin flip or as otherwise agreed upon. Once an Arbitrator has been selected, the Employer will contact the Arbitrator who will notify the Employer and Union of the dates Arbitration can be conducted. The actual date of the Arbitration must be mutually agreed upon.

**Section 3.** In the event the Parties are able to agree on issue(s) and stipulations of fact, a joint submission statement will be developed and forwarded to the arbitrator. If the Parties are unable to agree on an issue(s), each Party will serve upon the other and the arbitrator, its version of the issue(s). The arbitrator shall determine the issue(s) to be heard.

**Section 4.** Arbitration hearings will usually be held on the Employer's premises during regular day shift hours of the normal basic workweek. In the event the Parties agree to hold the hearing at facilities not under control of the Employer, the cost of such hearing facilities will be borne equally by the Employer and the Union.

**Section 5.** The arbitrator will be requested to render his/her decision as quickly as possible, but in any event no later than 30 calendar days after the conclusion of the hearing unless the Parties otherwise agree. An arbitrator shall not change, modify, alter, delete, or add to the provisions of this Agreement.

**Section 6.** The arbitrator's decision is binding on the Parties to this Agreement; however, either Party may file an exception to the decision with the Federal Labor Relations Authority.

**Section 7.** The compensation and expense of the arbitrator and Arbitration shall be borne equally by the Parties. Where not required by the arbitrator, either Party shall have a right to a transcript at their own expense.

**Section 8.** 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 9.** Should either the Union or the Employer raise a question of grievability/arbitrability, the Arbitrator will be requested to issue a bench decision and rationale on that issue prior to considering any other issue raised in the case, prior to an oral hearing. If the Arbitrator determines the matter grievable/arbitrable, he/she shall schedule an oral hearing in accordance with Section 5. If he/she finds the matter not grievable/arbitrable, the grievance shall be withdrawn. Separate arbitrators may be utilized for grievability/arbitrability issues and for merit issues if mutually agreed by the Parties.

**Section 10.** When an Employee-initiated grievance is being arbitrated, the grieving Employee shall be in a pay status, without charge to leave for the hearing, if otherwise in a duty status. The Parties will exchange witness lists at least ten (10) days in advance of the arbitration hearing. Employee witnesses will be in a pay status without charge to leave to the extent necessary to permit their testimony. Official time shall be authorized for no more than one bargaining unit Employee designated by the Union.

**Section 11.** Requests for attorney's fees will be governed by applicable law and regulations, and analyzed under Section 5596(b) of Title 5 of the U.S. Code.

### ***30. PAYROLL ALLOTMENTS FOR PAYMENT OF UNION DUES***

**Section 1.** To be eligible to make a voluntary allotment for the payment of Union dues, an Employee must request the allotment on the prescribed form (SF-1187) which has been certified by an authorized Union official.

**Section 2.** Changes in the amount of Union dues shall not be made more frequently than once every twelve months.

**Section 3.** The Employer shall provide withholding of Union dues at no cost to the Union.

**Section 4.** In order to terminate membership in the Union, a withdrawal form (SF-1188) will be completed by the employee and signed by the local President or designee annually, during the anniversary month of membership.

### ***31. EFFECTIVE DATE AND DURATION OF AGREEMENT***

**Section 1.** The Agreement will become effective on the date of DOD approval or on the 31st day after execution by the parties, whichever is sooner, and remain in full force and effect for a period of thirty-six (36) months subsequent to the effective date and be automatically renewed from year to year thereafter or terminated on any date on which it is determined that the Union is no longer entitled to exclusive recognition.

**Section 2.** Either party may submit a written request to commence negotiations of a new Agreement. Normally, the request will be submitted no earlier than ninety (90) days prior to the expiration of the contract. If the new Agreement has not been concluded prior to such expiration date, this Agreement shall continue in effect, unless precluded by law, until a new Agreement is effected.

**Section 3.** This Agreement is subject to reopening by mutual consent of the Parties concerned.

**Section 4.** Any amendments to this Agreement agreed to by the parties will be in writing and will become effective upon approval by DOD or 31 days after execution of the amendments, whichever comes first.

**EXECUTION/SIGNATURES AND APPROVAL**

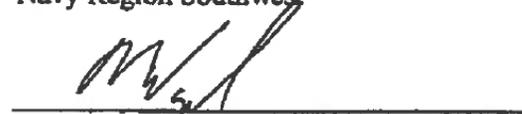
The Parties hereto by their authorized signatures have executed this AGREEMENT on 11 JUNE 2019 The Secretary of Defense shall approve this Agreement within thirty (30) calendar days from the date of execution if the Agreement is in accordance with the provisions of the FSLMRS and any other applicable law, rule, or regulation. If the Secretary of Defense does not approve or disapprove this Agreement within the 30-day period, this Agreement shall take effect and shall be binding on the Parties on the 31<sup>st</sup> calendar day.

For American Federation of Government  
Employees AFGE Local #1235

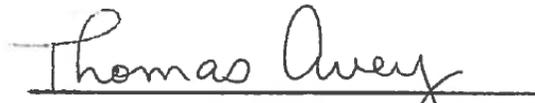


Melissa D. Tovar, President  
Chief Negotiator  
AFGE Local 1235

For Community Support Programs,  
Navy Region Southwest



R. S. Vogel, CSP Program Director



Thomas Avey, Chief Negotiator