

NEGOTIATED AGREEMENT

BETWEEN

NAVAL SURFACE WARFARE CENTER
PORT HUENEME DIVISION
PORT HUENEME, CALIFORNIA

AND

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES
LOCAL R12-40

AND

FEDERAL UNION OF SCIENTISTS AND ENGINEERS
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES
LOCAL R12-198

NAVAL SEA SYSTEMS COMMAND



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PHD NSWC

LABOR MANAGEMENT RELATIONS AGREEMENT

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PREAMBLE

This Agreement between the Port Hueneme Division of the Naval Surface Warfare Center (PHD NSWC), Port Hueneme, California and the National Association of Government Employees (NAGE) Local R12-40, and the Federal Union of Scientists and Engineers (FUSE) Local R12-198, has as its purpose improved performance and efficiency through setting forth those areas of mutual agreement concerning personnel policies, practices, and matters affecting working conditions and establishing a fair procedure for the resolution of differences.

Article 1. MANAGEMENT AND UNION RELATIONS

Section 1. RECOGNITION

- a. The employer recognizes the unions as the exclusive representatives for the employees of the units as described in paragraphs (b) and (c) below.
- b. NAGE: The NAGE Local R12-40 unit covered by this Agreement is all employees of the employer except management officials; supervisors, as defined by 5 USC 7103; personnel engaged in civilian personnel work in other than a purely clerical position; professional employees; and confidential employees.
- c. FUSE: The FUSE Local R12-198 unit covered by this Agreement is all employees of the employer except management officials; supervisors as defined by 5 USC 7103; personnel engaged in civilian personnel work in other than a purely clerical position; non-professional employees; and confidential employees.

Section 2. PROVISIONS OF LAW AND REGULATIONS

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

- (1) Law;
- (2) Existing Government-wide rules and regulations;
- (3) Existing agency rules or regulations which are not waived by this agreement;
- (4) Future Government-wide or agency rules or regulations which do not conflict with the terms of this agreement.

This section is not to limit the unions' rights (compelling need) under 5 USC 7117 (a)(2). Any provisions of this Agreement found to be invalid by a court or other appropriate authority shall be considered void. All other provisions shall be in effect for the duration of this Agreement.

Section 3. PARTNERSHIP

a. Definition: Both Parties agree, in the context of this document, partnership shall be defined as joint labor-management cooperation as described in Executive Order (E.O.) 12871 resulting in the progressive development and implementation of mutually agreed upon ideas. These ideas shall encourage a work culture that values all employees and fosters respect, trust, open communication and a commitment to partnership to improve working conditions and productivity thus creating a government that "works better and costs less".

b. Functional Statement: The Parties also agree, in the spirit of partnership, to use the principles, concepts and guidance set forth in E.O. 12871 and its appendices to informally resolve working condition issues, when possible, through labor-management partnership council meetings. Partnership council meetings will operate under the premise of joint decision making and agreement reached through consensus. The Parties agree to replace self-interest, dependency, and control with service, responsibility, and a commitment to maintain partnership. If E.O. 12871 is rescinded or superseded during the life of this contract, the effect on our labor-management partnership will be negotiated.

c. Councilship: Partnership council membership shall consist of, but shall not be limited to, equal representation from both labor and management. Meetings shall normally comprise the commander, executive director, labor relations officer, the union presidents and their designated representatives. An administrator shall be responsible for receiving agenda topics, recording, distributing, tracking action items, preparing summary minutes of partnership council meeting issues discussed and action item status. New representatives shall be briefed prior to joining the council on all unresolved actions requiring resolution to preclude untimeliness. Meetings shall be convened monthly, and shall serve as a forum for the open exchange of ideas with respect to the working conditions of Port Hueneme Division employees.

Section 4. FORMAL DISCUSSION

The appropriate union(s) shall be given the opportunity to be represented at formal discussions between the employer and employees concerning grievances, and general conditions of employment. The term "conditions of employment" is broadly defined as personnel policies, practices, and other matters affecting working conditions of unit employees. This term includes a broad range of topics. For example:

- All personnel-related issues, such as promotions, details, and overall disciplinary/conduct issues.
- Matters affecting the work environment, such as office arrangements, furniture, heat, light, air conditioning, and smoking.
- Work practices or procedures that impact on employees such as starting and quitting times, and length of lunch or break periods.

Routine, casual discussion of work assignments, methods of performing work, performance, or opinions about such matters are not formal discussions.

Section 5. OBLIGATIONS TO NEGOTIATE

The employer agrees to; (1) inform the unions, (2) discuss with the unions, and (3) afford the union(s) an opportunity to negotiate, proposed changes to personnel policies, and practices, or matters affecting working conditions, not covered by this Agreement and which are within the discretion of the employer (e.g. procedures concerning promotions, details, reassignments, discipline; assigning overtime; physical working conditions including light, heat, air quality, smoking, protective or safety equipment; work practices or procedures that impact on employees such as starting and quitting time, and length of

lunch and break periods; reorganizations, physical moves, furniture, road closures/repairs/ construction/modification, changes in the operations of basic utilities, changes in gate hours, changes in cafeteria services, and parking restrictions)

Section 6. REPRESENTATION

a. Employee Rights: Employees have the right to join/participate in a union, or consult with a union representative, free of fear of reprisals from management.

The employee has the right to be represented by the union at any examination by a manager, supervisor, or other management representative, in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.

b. Union/Management Meetings: The Parties' designated representatives may meet on matters of immediate concern by mutual agreement in an informal effort to achieve resolution of differences on matters not subject to the settlement procedure. Upon request of either Party, a meeting shall be held between the Commanding Officer and the president(s) of the union(s) on these matters not subject to the settlement procedure that have not or cannot be resolved at a lower level. Topics of discussion shall first be presented as an agenda at least one week prior to the date for the meeting. Upon completion of the meeting, a summary of agenda items and disposition thereof shall be prepared by the employer and signed by both Parties.

c. Representatives: The employer will recognize the officers and designated representatives of the union(s). There will be no interference, coercion or discrimination against union officers and stewards in the performance of their legal union duties. The union(s) shall designate the representatives necessary to perform its representational functions. However, the total number of representatives shall not exceed ten (10) for FUSE and sixteen (16) for NAGE. These numbers are subject to change by mutual agreement of the parties. Designation of representatives shall be on an organizational basis. The union(s) will provide the employer a current listing of its officers and representatives, the assignment area for each, and any changes thereto.

d. Official Time: The parties agree the union(s) representatives will be permitted a reasonable amount of official time to:

- (1) meet with the employer and employees concerning employee complaints or grievances,
- (2) participate in partnership meetings with management,
- (3) review and negotiate proposed instructions, personnel policies, programs and procedures,
- (4) negotiate on matters which affect working conditions, and/or conditions of employment,
- (5) attend formal discussions (as defined in Article 1, Section 4),

- (6) participate in meetings/activities which are deemed mutually beneficial to the union and management, and
- (7) conduct collective bargaining,
- (8) prepare for, and/or work on, the above items.

Solicitations of membership, collection of dues, campaigning for union office, activities concerned with internal union business, or other matters prohibited by law or regulation will not be conducted on official time.

e. Complaints and Grievances: The unions agree that representatives and union officers will not solicit either complaints or grievances from employees. The employer will not discourage complaints or grievances.

f. Representational Time: The unions agree to guard against use of excessive time by union representatives for the conduct of their representational functions. Union representatives shall inform their immediate supervisor, by mutually arranged method, prior to leaving assigned official duties. Their immediate supervisor shall inform the union representative if workload considerations prevent their immediate release. Time cards shall be annotated with the appropriate job order numbers by union representatives engaged in representational functions.

g. National Representatives: The employer agrees that visits by NAGE and FUSE national representatives will be permitted subject to security regulations. The unions agree to notify the employer in advance of the intended visit and the purpose thereof.

Section 7. METHODS OF COMMUNICATION

a. Bulletin Boards: The employer will provide bulletin boards approximately twelve (12) square feet in area to be located in the vicinity of the employers official bulletin boards. These boards are to be used solely by the unions for posting their notices. The number of bulletin boards provided for union use will equal the number of buildings occupied by PHD NSWC, Port Hueneme, employees.

The responsibility for posting notices and removing outdated notices rests with the union(s). Posting and removal by the union(s) will be conducted during non-duty hours.

Notices shall contain nothing political in violation of the Hatch Act, libelous, or slanderous in nature.

b. Station Newspaper: The union(s) may have access to the station newspaper for publication of the slate of newly elected officers and for the announcement of union meetings or any other mutually beneficial information the employer reasonably deems publishable. The Public Affairs Office reserves the editorial responsibility for the newspaper.

c. Electronic Mail: The union(s) may have access to the station electronic mail in accordance with the PHD NSWC E-Mail policy. Electronic Mail shall be used between management and unions for

information purposes only and not for time dependent issues/ actions/official notices, issues of a privacy act nature, and official notification of obligations to negotiate covered under Article 1, Sections 4 and 5.

Section 8. In-Processing of New Employees

During in-processing orientations, the employer agrees to provide all new unit employees a brief statement from the union regarding their right to be represented by either NAGE Local R12-40 or FUSE Local R12-198, and the location of the union office and an information package provided to management by the union.

The Civilian Personnel Office will provide each employee and all new employees during in-processing, with a copy of the bargaining unit agreement. A memorandum containing the names of Union Officers and Union Office phone numbers will also be provided.

Section 9. DUES DEDUCTION

a. Agreement: The employer agrees to deduct union dues from the pay of those employees who authorize the deduction in writing in accordance with the provisions of this article.

b. Start-Up: Dues shall be deducted by the employer beginning the next complete pay period following receipt of an employee's completed and certified authorization form.

c. Allotment Forms: The unions shall purchase allotment forms and provide them to employees; certify the amount of dues; inform employees of allotment program, its volunteer nature and conditions of revocation; and forward the completed forms to the Civilian Personnel Office.

d. Dues Checks: The employer will forward to the Comptroller, fiscal Office, Federal Union of Scientists and Engineers, or to the Comptroller, Fiscal Office, National Association of Government Employees, as appropriate, 159 Burgin Parkway, Quincy, MA 02169, within three workdays after each payday:

(1) Duplicate alphabetical listing of the name and payroll number and the amount deducted for each employee on voluntary allotment. A copy of the appropriate listing will also be provided to FUSE Local R12-198 and NAGE Local R12-40 each pay period. No additional listings other than one for the employer's Comptroller will be provided.

(2) Checks drawn on the Treasury of the United States and made payable to the comptroller, Fiscal Office, Federal Union of Scientists and Engineers or the National Association of Government Employees Comptroller, Fiscal Office, in an amount equal to the total of the allotments deducted.

e. Adjustments: Upon management verification of an error in dues deductions, the parties shall meet for the purpose of resolving the issue. Both parties recognize the responsibility of the employee to monitor his/her own dues deductions, as well as the responsibility of the parties to properly administer the program. Employees shall receive a written notice with their dues allotment form which states:

"Employees authorizing dues deductions shall assume responsibility for knowing their bargaining unit status and for initiating action to terminate their dues deductions if they leave the bargaining unit".

f. Dues Termination: An allotment shall be terminated when an employee leaves the unit, when the employee has been expelled from the labor organization, or upon request by the employee. The union shall notify the Civilian Personnel Office in writing within one pay period after a member, who has authorized dues withholding, is expelled from the union.

g. Dues Revocation: Employees may revoke their authorization for allotment for payment of union dues by completing Standard Form 1188 or other written authorization in order to stop the payment of dues through payroll deductions. Standard Form 1188 is available in the Civilian Personnel Office. Revocations submitted during the first year after the initial authorization for allotment, will become effective the first pay period following the one (1) year anniversary date of the initial authorization. Revocations submitted more than one (1) year after the initial authorization for allotment will become effective the first pay period following March 1.

h. Dues Changes: Changes in the amount of the union's dues shall not be made more frequently than once each twelve months.

i. Dues Payment: Nothing in the Agreement shall require an employee to become or to remain a member of labor organization; or to pay money to the organization unless the employee voluntarily submits a written authorization for the payment of dues through payroll deductions.

Section 10. FACILITIES

a. Union Facilities: The employer will continue to provide the current space and amenities allocated to the union(s) for its exclusive use to represent and service the bargaining unit employees and to conduct necessary union functions.

b. Parking: The parties agree that parking will be on a first-come-first-served basis with the exception of the officially designated spaces for: handicapped personnel, government vehicles, carpool vehicles, and off station visitors. Any changes to designated parking will be negotiated.

b. Child Care Services: CBC Child Care facilities are available to employees in accordance with CBC application procedures.

Section 11. DURATION OF CONTRACT

a. Duration: This agreement is effective upon approval by DOD, or on the thirty first day after the date of execution, whichever is earlier, and will remain in full force and effect for three (3) years from the date of approval.

b. References: The employer and unions will keep a master file of all specific referenced documents included in this contract.

c. Amendments: This Agreement may be reopened for amendment at any time by mutual consent of the parties. Approved amendments, supplemental agreements, or changes to this agreement approved by the Secretary of the Defense become a part of, and are subject to, the same duration provision as the basic agreement.

ARTICLE 2. SETTLEMENT PROCEDURES

Section 1. INTENT

It is the intent of the Parties that differences be resolved promptly, equitably, and whenever possible, informally. The settlement of a complaint at the informal level will be considered a non-precedent setting resolution. A union representative may attend informal resolution meetings if requested by the employee. All PHD NSWC personnel are encouraged to use Alternative Dispute Resolution methods available from the Labor Relations Specialist or union officials to informally resolve their issues.

This article is the only procedure available for the settlement of issues by employees or the Parties except as required by law and/or limited by the specific exclusions listed in section three of this article.

Section 2. WHO INITIATES THE ISSUE RESOLUTION PROCEDURE

Issues may be presented by the following:

- (a) an employee on his or her own behalf, in which case the appropriate union will have the right to be present during the settlement proceedings;
- (b) an employee represented by other than a union representative, only if approved by the union to act on behalf of the union in advance, and if the union is given the opportunity to be present during settlement proceedings;
- (c) an employee represented by the union;
- (d) the appropriate union on behalf of an employee;
- (e) a union on its own behalf;
- (f) the employer.

Section 3. EXCLUSIONS TO THE ISSUE RESOLUTION PROCEDURE

Issues by employees and a union must be over matters which are within the control of the employer. Issues on the following areas are excluded from the Issue Resolution Procedure (IRP), this article, and the arbitration process of this agreement:

- a. Claimed violations of 5 USC, Chapter 73, Subchapter III, relating to prohibited political activities;
- b. Retirement, life insurance, or health insurance,
- c. A suspension or removal under 5 USC 7532, relating to National Security;
- d. Any examination, certification , or appointment;
- e. The classification of any position which does not result in the reduction in grade or pay of an employee;
- f. Matters covered by 5 USC 2302 (b)(1), prohibited personnel practices, such as;
 - (1) EEO discrimination complaints;
 - (2) Non-adoption of a suggestion or disapproval of a quality salary increase, performance award, or other kind of honorary or discretionary award;
 - (3) An ineligible qualification rating determination concerning an employee. (The unions agree that the rating complaint will be informally discussed with the Civilian Personnel Office, and, if resolution is not obtained, the parties mutually agree that the disputed rating will be forwarded by the Civilian Personnel Office to the next appropriate level for review. The decision at such level will be final and binding on all parties.)
- g. The termination of an employee serving an initial probationary period.

Section 4. ISSUE RESOLUTION PROCEDURE (IRP) (See process flowchart Section 8, page 13)

a. Step 1. Informal Procedure. Issues concerning any matter relating to the employment of an employee must be discussed informally with the employee's supervisor within twenty (20) workdays after the incident unless the circumstances of the case made it impossible for either the employee or the appropriate union to know there were grounds for such a claim prior to that date, in which event it must be presented within twenty (20) workdays after either the employee or the union knew there were grounds. The supervisor will have ten (10) workdays to resolve the issue if possible.

b. Step 2. Issue Resolution Team Review:

(1) If informal attempts under Sections 4(a) of this Article fail to resolve an issue, the employee will have ten (10) workdays to provide issues and interests in writing to the Labor Relations Specialist and a copy to the appropriate union. The supervisor will provide issues and interests in writing to the Labor Relations Specialist within five (5) workdays. Upon receipt of written issues and interests from both

parties, the Labor Relations Specialist will immediately notify the second level supervisor and initiate an Issue Resolution Team. The issue can be informally resolved at any time during the Issue Resolution Team process.

(2) Issue Resolution Team (IRT): The team will consist of the following; a) one management representative from the next higher level of management (above the first level not in the employee's chain of command), b) one union representative (not the steward representing the employee), c) one peer employee, and d) one peer supervisor. The Labor Relations Specialist will compile the data and track for root cause of issues. The peer employee and peer supervisor will be established from two lists of no more than 12 volunteers updated annually. The Labor Relations Specialist and appropriate Union President or designee will jointly select the peer employee and peer supervisor. The team will have twenty (20) workdays to gather the facts and provide feedback to the parties involved in the issue regarding recommended options and solutions. The Issue Resolution Team tasks include: additional fact-finding, determining legal requirements, conducting hearings as needed, using Interest Based Problem Solving, develop resolution option(s) and recommendation(s) for the supervisor and employee. The IRT recommendation(s) will be developed through the process of consensus and forwarded to the immediate supervisor and employee with copies to the second level supervisor and appropriate union. If the IRT recommendations are not received within twenty (20) workdays, the grievant may proceed to Step 3.

(3) The parties will have five (5) workdays to resolve the issue based on the IRT Recommendations. The immediate supervisor will provide a proposed resolution in writing to the employee with a copy to the Labor Relations Specialist and the appropriate union within seven (7) workdays from receipt of the IRT recommendations. If the employee does not accept the supervisor's resolution the employee may proceed to Step 3. If the IRT recommendations were not followed the immediate supervisor is required to provide written justification.

c. Step 3. The employee's request for review of the Step 2 recommendations will be submitted in writing to the civilian directorate head or equivalent, within five (5) workdays of receipt of the Step 2 proposed resolution. The employee will be provided a written decision by the Civilian Directorate or equivalent on the issue within five (5) workdays of receipt of the request for review. If the Step 3 decision fails to resolve the issue, or if a decision is not received within five (5) workdays, it may be submitted to arbitration under the provisions of Section 6 of this Agreement.

d. Disciplinary Actions: When using the Issue Resolution Process (IRP) concerning a disciplinary action, the action will be initially submitted at the step which is equivalent to the first supervisory level above the supervisor who took the action.

e. Interpretation/Application of Issues: Issues over the interpretation or application of this Agreement, any law, rule, or regulation affecting conditions of employment, not concerning the employment of any employee, will be resolved through the following procedure.

(1) Step A. When either Party raises a concern over a matter cited above, the Parties' designated representatives will meet and attempt to resolve the disagreement informally.

(2) Step B. If the issue cannot be resolved in Step A, the moving Party may file a request for the other Party's official position in the dispute. The request will be in writing, will state the issue(s) in dispute, and will state the position of the moving Party. The responding Party will have ten (10) workdays from receipt of the request to provide their official position, in writing, to the moving Party.

(3) Step C. If there is no response in ten (10) workdays, or if the written response does not resolve the dispute, the moving Party may invoke arbitration under the procedures outlined in Section 6.

f. Time Limit Extension: The time limits cited in this article may be extended by mutual agreement of the Parties. If a time limit is not observed by the aggrieved, the issue shall be considered settled. The Parties may mutually agree in writing to waive any step in this procedure. Failure on the part of the employer to meet any limits will permit the grievance to proceed to the next step.

Section 5. UNFAIR LABOR PRACTICE

In the spirit of resolving disputes at the lowest possible level, the union(s) agree to provide prior notice to the employer of an intent to file an unfair labor practice charge. The Parties agree to make bonafide attempts to resolve any unfair labor practice issues to alleviate the need to file the charge. Unfair Labor practice charges on behalf of the union(s) may be filed only by the president or acting president of the local(s).

Section 6. ARBITRATION

a. Notification: Only those issues processed through the negotiated Issue Resolution Procedure in accordance with Article 2, Section 4, may be submitted to arbitration. Within five (5) workdays following receipt of the Section 4c Step 3 decision or Section 4e(3) Step C decision under the Issue Resolution Procedure, the moving Party shall notify the other in writing that arbitration is being considered. Within fifteen (15) workdays the moving Party shall request arbitration in writing and state the specific reasons for the request. Disputes concerning arbitrability will be resolved by an arbitrator selected in accordance with the Arbitrator Selection section of this Article. Only the union or the employer may invoke arbitration.

b. Arbitrator Selection: As soon as possible, after the arbitration request, the employer will meet with the union(s) to jointly select an arbitrator. If an agreement cannot be reached, either party may request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The Parties shall meet within ten (10) workdays after receiving the list or at a mutually agreeable time. If Parties cannot jointly agree to select one of the listed arbitrators, the union(s) and then the employer will each strike one arbitrator's name from the list and will then repeat this procedure. The remaining person shall be the arbitrator.

c. Submissions: As soon as possible, after the receipt of the request for arbitration, the Parties will meet to define the issues and to prepare a joint submission to the arbitrator. If the Parties cannot agree on a joint submission, each shall submit a separate written statement of the issue(s) to the arbitrator with a copy to the other Party. When there are separate submissions, then, and only then, may the arbitrator determine the issue(s) to be heard; otherwise, the arbitrator is bound by the joint submission statement.

d. Jurisdiction: The arbitrator shall have jurisdiction and authority to interpret this Agreement and to apply it to the particular case under consideration, but shall have no authority to change, modify, alter, delete, or add to the terms of this Agreement as such is the right of the Parties only.

e. Cost: The fee and expenses of the arbitrator and cost for a transcript, if any, shall be borne equally by the Parties. Arbitration hearing(s) will be held, whenever practicable, on the employer's premises and during normal working hours. The union(s) representative, if an employee, or any employee called as a witness will be excused from duty without loss of pay or charge to leave to the extent necessary to participate in the official proceedings; however, overtime or compensatory time will not be paid to employees for time involved in the proceedings.

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

Section 7. ALTERNATIVE DISPUTE RESOLUTION PROCESS

On mutual agreement of both Parties to this Agreement, ADR methods may be used to resolve issues. Information regarding ADR methods is available from the Labor Relations Specialist or the appropriate union officials.

Section 8. Flowchart of the Issue Resolution Procedure

| WORKDAYS | ACTION | |
|----------|---|--------|
| | INCIDENT/FIRST KNOWLEDGE | |
| 20 | EMPLOYEE REQUEST SUPERVISOR TO RESOLVE ISSUE | STEP 1 |
| 10 | SUPERVISOR RESOLVE/NOT RESOLVE | |
| 10 | EMPLOYEE SUBMIT WRITTEN ISSUE AND INTERESTS TO LABOR RELATIONS SPECIALIST AND UNION | STEP 2 |
| 2 | SUPERVISOR SUBMIT WRITTEN ISSUE AND INTERESTS TO LABOR RELATIONS SPECIALIST AND UNION | |
| 5 | LRS INITIATE ISSUE RESOLUTION TEAM | |
| 20 | ISSUE RESOLUTION TEAM (IRT) RECOMMENDATIONS | |
| 5 | PARTIES WORK TO RESOLVE ISSUE BASED ON IRT RECOMMENDATIONS | |
| 2 | SUPERVISOR PROVIDE WRITTEN PROPOSED RESOLUTION TO EMPLOYEE | STEP 3 |
| 5 | EMPLOYEE APPEAL TO CIVILIAN DIRECTORATE | |
| 5 | CIVILIAN DIRECTORATE DECISION | |
| | ARBITRATION (See Section 6) | |

IF IRT
RECOMMENDATIONS
ARE NOT PROVIDED
WITHIN 20 DAYS THE
EMPLOYEE MAY
PROCEED TO STEP 3

Article 3. PERSONNEL ACTIONS

Section 1. DETAILS AND TEMPORARY PROMOTIONS

The employer reserves the right to fill any position temporarily by any means consistent with the regulations of appropriate authorities.

a. Intent: Temporary promotions are generally the most appropriate way to provide temporary services in higher graded positions when the assignment will last for an extended period of time (more than 30 days). Details, on the other hand, are intended only for brief service in which no other staffing arrangement would be practical. "Acting" assignments designated by any method are details for the purposes of the Civilian Personnel Instruction (CPI). Employees do not have to be qualified for the detailed position. Examples of details include situations that meet only a temporary need of an organization which may be generated by any number of situations such as emergency situations or as an administrative expediency pending an official personnel action. Except for brief periods of service, details to higher grade levels should be discouraged unless such a detail is determined to be in the best interests of the organization and that these interests cannot be better served by either reassignment (temporary or permanent) or by temporary promotion.

b. When a position is to be filled by detail of an employee for more than seven (7) calendar days, the employer will document the assignment by a memorandum to the employee containing a general statement of the duties to be performed and the inclusive dates of the detail. A copy of the memorandum will also be placed in the Official Personnel Folder (OPF). If the detail is for more than thirty (30) calendar days, the employer will document the detail on a Standard Form 52, Request for Personnel Action, which will be placed on the permanent side of the OPF. Employees who wish to document a detail, or a number of details, of less than 30 calendar days duration, may do so by submitting an SF-172 (Amendment to Application for Federal Employment). The SF-172 is available in the Civilian Personnel Office (CPO). The completed SF-172 should be returned to the Civilian Personnel Office for inclusion in the employee's Official Personnel Folder. Additional duty assignments shall be documented by issuance of a memorandum to the employee describing said duties.

c. The employer may detail an employee to a higher graded non-supervisory position not to exceed fourteen (14) consecutive calendar days and 30 calendar days within a twelve (12) month period. Employees assigned to such a position in excess of thirty (30) calendar days will be temporarily promoted.

d. The employer may detail an employee to a higher graded supervisory position not to exceed thirty (30) calendar days. Employees assigned to such a position in excess of thirty (30) calendar days will be temporarily promoted.

e. The employer may temporarily promote any employee not to exceed one hundred twenty (120) calendar days within a twelve (12) month period without using Merit Promotion procedures.

Section 2. NON-COMPETITIVE PROMOTIONS

The employer reserves the right to fill any position permanently, by any means consistent with the regulations of appropriate authorities.

It is understood that the employer may promote an employee without using merit promotion procedures when:

(1) Promoting an employee whose position is upgraded because of accretion of duties and responsibilities. The appropriate union president or designated acting union president will be advised of requests for such promotions and provided an opportunity to comment upon these requests. The Civilian Personnel Office shall ensure that the union has been notified prior to processing an accretion of duties action.

(2) Re-promotion to grades or positions from which an employee was demoted without personal cause, that is, without misconduct or inefficiency on the part of the employee and not at their request;

(3) Promoting occupants of career ladder, trainee, or understudy positions to the full performance level;

(4) Promoting occupants of positions filled at a grade level below the established or anticipated grade; or

(5) A position has been upgraded because of either the application of a new classification standard or the correction of a classification error.

Section 3. MERIT PROMOTION AND MERIT STAFFING

The employer reserves the right to fill any position temporarily or permanently, by merit promotion or any other means consistent with the regulations of appropriate authorities.

- a. The employer will establish and maintain promotion registers for groups of similar positions for which similar evaluation techniques apply, and for which the employer deems it necessary.
- b. When the employer determines that it may use the merit promotion procedures, the merit promotion opportunity will be announced in the "Personnel Look" or equivalent. Announcements will contain the following information: position title, grade and series, organizational location, and whether the position is in the NAGE or FUSE bargaining unit or excluded; area of consideration; brief summary of duties; selecting official; job elements; requirements beyond civil service qualification standards, including tests and selective placement factors; DOD stopper list codes; advancement potential, if any; names of ranking panel members or selection panel members, if any, and an abstract of basic OPM qualification requirements.

- c. The minimum area of consideration is the PHD NSWC, Port Hueneme, California, and all PHD NSWC duty stations outside Port Hueneme. The minimum area of consideration may be expanded when the employer determines it necessary. The appropriate union will be notified by the Civilian Personnel Office when the area is to be expanded beyond the minimum.
- d. The Employer may advertise by other means to expand the area of consideration. Applicants being given concurrent consideration will be notified of the promotion opportunity by the employer and advised of the requirements to be met for consideration.
- e. The employer reserves the right to cancel, modify, amend or alter all or any part of the merit promotion announcement providing such information is subsequently published in the "Personnel Look" or equivalent. The closing date of any merit promotion announcement shall not be earlier than two (2) weeks from the date of the initial publication.
- f. The Civilian Personnel Office will determine if the applicants qualify under the applicable Office of Personnel Management qualification standards, and any published selective placement factors. The Civilian Personnel Office will annotate the "Application for Certification and Notification" and forward it to those applicants who do not qualify prior to referral of the qualified applicants' packages for ranking/evaluation.
- g. Applications must be received in the Civilian Personnel Office by 1500 (3PM local time) on the closing date of the announcement. If the position has not been filled, applications will be accepted from personnel on official travel or leave during the entire period of the vacancy announcement, when appropriate documentation is provided; i.e., copy of travel orders or leave shown on time card.
- h. Crediting plans will be developed for each position announced under merit promotion procedures, except when there are two (2) or fewer basically qualified candidates for a position, in which case the merit promotion certificate of eligibles can be issued to the selecting official unranked. The CPO will continue to determine basic qualifications (rate) using OPM X-118/X-118-C qualification standards, for all applicants. If ranking is to be done, the CPO will determine the appropriate evaluation techniques and refer the qualified applicants' packages to a ranking panel, a personnel specialist, or subject matter expert, as appropriate.
- i. When the selecting official ranks the applicants, the selecting official will notify the Union when ranking is complete.
- j. The Union may request that a ranking panel be used for a particular position. The Civilian Personnel Office will normally agree to the Union's reasons for having a ranking panel when deciding the manner in which qualified applicants for a position are to be ranked. If there are strong reasons why a ranking panel should not be held, the Union and Civilian Personnel Office (CPO) will meet to resolve the problem. Ranking panels will be conducted for bargaining unit selections at the GS-12 and above, for Upward Mobility Program selections, and Pre-Supervisory Development Program selections.

k. "Highly Qualified" candidates will be referred to the selecting official in alphabetical order. If selection is to be made from the "Qualified" group, all "qualified" applicants will be certified in alphabetical order.

l. All highly qualified candidates certified will be interviewed. If selection is to be made from the "qualified" group, all "qualified" applicants will be interviewed as well. If a "qualified" applicant is selected over a "highly qualified" applicant, the Union will be notified by the Civilian Personnel Office prior to the selection being announced. The Union will have five (5) work days from notification to review the written justification for the selection.

m. The Union may request the CPO notify them when a selection is made for a particular position prior to the announcement of the selection.

n. Employees selected for promotion or reassignment under merit promotion procedures will normally be released no later than the beginning of the second pay period following the date of selection. Selected employees will be notified of their selection and tentative release date.

o. Applicants for merit promotion consideration may submit an application containing the following forms as appropriate:

- (1) An "Application for Consideration and Notification", in duplicate;
- (2) A supplemental application identifying the experience, training, education, awards, and other pertinent data specifically related to each of the announced "Job Elements" (this supplemental application may be in any format chosen by the applicant);
- (3) Any special forms specified in the published announcement;
- (4) A current PHD NSWC Abbreviated Merit Promotion Application Form, and/or SF-171 if requested on the vacancy announcement.
- (5) A copy of the last completed performance appraisal.

p. Applicants must meet the qualifications requirements within sixty (60) days after the closing date of the merit promotion announcement.

Section 4. EMPLOYEE DEVELOPMENT

a. Annually, supervisors and employees will discuss developmental objectives, any anticipated related technological changes, the objectives the supervisor wishes to encourage, requirements of career management programs, and plans for meeting those requirements in the ensuing fiscal year. Supervisors and employees will jointly discuss training and developmental resources; the extent to which the employer will support the employee in career related training; and the employer's policies and procedures on advances, repayments, and resource limitation.

- b. Supervisors and employees will jointly discuss and prepare Individual Development Plans for employees in trainee positions. Supervisors will, in good faith, attempt to meet the requirements of Individual Development Plans.
- c. The Parties will encourage: participation and membership of employees in professional/technical societies; employees to stay abreast of developments in their career field through reading of technical journals; and achievement of employee recognition in their career field through professional registration and publication of professional papers.
- d. The employer agrees to consider requests for leave (annual or leave without pay) for brief periods to permit an employee opportunity to pursue a program of study which will enhance the value of an employee to the employer.

Section 5. PERFORMANCE APPRAISAL

- a. Employees will be evaluated on performance annually, be given a mid-term review and rating, and progress reviews anytime their performance changes significantly, or falls below the "Fully Successful" level. We encourage dialogue between the supervisor and employee when performance changes. An employee may request an informal assessment of their performance at any time. The performance evaluation/review will be discussed with the employee upon completion of the appraisal process. Employee performance must be observed for a minimum 90 day period before a close-out rating or rating of record can be made.
- b. Performance appraisal elements and standards will be communicated to the employee prior to the rating period or at any time elements/standards change. Employees are encouraged to participate in the identification of these elements and standards. Performance standards will be applied in a fair and equitable manner in arriving at performance ratings.
- c. Employees will be provided copies of performance elements and standards at the time of establishment. Employees will be provided completed copies of performance evaluations and rating forms immediately upon completion of the evaluation process.
- d. Employees will sign their evaluation acknowledging that a particular step in the performance appraisal process has been completed. The employee may provide comments with respect to the rating or individual element evaluations for inclusion as part of their official evaluation.
- e. Employee disagreements with performance rating/review, written comments and other matters relating to the appraisal program should be discussed with the immediate supervisor. Failing to resolve the disagreement, the employee may seek resolution through the issue resolution procedure in Article 2.

Section 6. RECOGNITION / AWARDS

- a. The parties agree to jointly encourage maximum participation in improving the efficiency and economy of operations.
- b. Each union may appoint one member to Command Recognition/Award Boards for bargaining unit employees.

Section 7. LEAVE

a. Annual Leave:

(1) Accrued annual leave will be granted to the employee for the period requested if the employer determines that the workload permits. Annual leave requests will be approved or disapproved within three workdays of the submission date.

(2) Approved leave will not be rescheduled or canceled except for good cause. If it is necessary to cancel or reschedule approved leave within five workdays of the starting date, the reason will be explained orally. If requested, a written explanation will be given.

(3) When an employee must take annual leave, and prior request and approval was impossible, the leave may be granted if the employee notifies and obtains approval from their supervisor, or the responsible person(s) designated by the supervisor, prior to 0900 the day of the absence and the leave is otherwise appropriate.

b. Sick Leave:

(1) The unions and the employer recognize the insurance value of sick leave, and will encourage employees to conserve sick leave and discourage its abuse.

(2) Sick leave may be granted for medical, dental, or optical examination or treatment when requested in advance of the absence. Sick leave requests will be approved or disapproved within three workdays of the submission date.

(3) When advance request for sick leave is not possible, the employee will notify and obtain approval from their supervisor, or the responsible person(s) designated by the supervisor, prior to 0900 the day of the leave. This requirement may be waived in the event illness or injury is such that the employee is unable to provide notification, or the supervisor is unavailable.

(4) Employees may be required to furnish a doctor's certificate for sick leave periods of three (3) consecutive days or less if the employer has given advance written notice of that requirement to an employee. The notice will be for a stated period not to exceed one year and will require a doctor's

certificate for each absence charge to sick leave. Supervisors should refrain from contacting employees doctors to verify employee illness except with employee consent.

(5) Unearned sick leave may be advanced to employees in accordance with the provisions of NSWSESINST 12000.5b, CH-10 subparagraph 4-28 dated 17 April 1995.

(6) Sick leave may be charged to annual leave or leave without pay if requested by the employee and approved by the employer.

(7) Sick leave can be used for family care and bereavement under the following provisions:

(a) The basic limit for full-time employees is 40 hours. An additional 64 hours can be used if the use of the leave does not cause the amount of sick leave to the employee's credit to fall below 80 hours.

(b) The basic limit for a part-time employee or an employee with an uncommon tour of duty is equal to the average number of hours of work in the employee's scheduled tour of duty each week. Additional sick leave, up to the amount accrued during a leave year, can be used if the use of that leave does not cause the amount of sick leave to the employee's credit to fall below twice the basic limit amount.

c. Excused Absence: Employees on duty at PHD NSW, when an emergency condition occurs, may be credited with excused absence if the Command determines that the emergency condition requires closing the station or area(s) of the station. Those employees on duty in the affected area when the decision to close the station is made will be given excused absence from the time set for dismissal from work to the end of the work shift.

d. Leave Increments: Charges to leave and excused absence will be granted in increments of one tenth of an hour.

e. Family Medical Leave Act (FMLA)

(1) Employees are entitled to 12 workweeks of unpaid leave during any 12-month period [An employee may elect to substitute other paid time off such as annual or sick leave for any unpaid leave under the FMLA.] for the following purposes:

- The birth of a son or daughter of the employee and the care of such son or daughter;
- the placement of a son or daughter with the employee for adoption or foster care;
- the care of spouse, son, daughter, or parent of the employee who has a serious health condition,
- or a serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.

(2) Employees must invoke entitlement to FMLA leave by submitting a request and providing adequate documentation to their supervisor.

Section 8. FLEXIPLACE

a. Flexiplace, also known as flexible work place, work-at-home, or telecommuting, is a tool that provides employees with an opportunity to perform their duties at an alternative work site. The Flexiplace program will operate in accordance with PHD NSW Instruction 12610.7 dated 31 July 1995.

b. Use of Flexiplace may arise in either of two situations:

(1) A physical condition exists which precludes an employee from attendance at the regular job site but does not prevent performance of some or all of his/her job responsibilities at home.

(2) Identification of a particular work assignment that can be performed at home and may enhance the quality of the service or product.

c. When it is in the best interest of the command, the employee agrees, and the approving official concurs, an employee may be allowed to work at home to complete work assignments for a specified period of time (e.g., 90 days, 120 days) not to exceed one year (renewable in one year increments).

d. The flexiplace program is intended for work assignments that are "site-independent" and that will not unduly impact the work performance of other employees or the organization's mission.

Section 9. WORK SCHEDULES

a. Work Schedule Options

Employees may choose hours of work either under the "Flexitime" program or the "Compressed Work Schedule" program. The exercise of these work schedules by employees shall not be unreasonably denied unless due to mission accomplishment needs.

b. Flexitime

(1) Basic Workweek will normally consist of five (5), eight (8) hour days, Monday through Friday, inclusive.

(2) Employees selecting a flexitime schedule will work a total of eight hours per day selected between the period of 0600 and 1800. Work time must include the periods of core time, 0900 to 1100, and 1300 to 1500, on each day of the basic workweek, unless a core time deviation or leave is approved by the employer. Employees on this schedule may elect a lunch break between 1100 and 1300.

c. Compressed Work Schedule

(1) Basic work requirement will normally consist of eighty (80) hours in a biweekly pay period, but may be scheduled to work fewer than ten (10) days. Work days will normally consist of Monday through Friday of each week in the pay period with a non work day scheduled within the same pay period.

(2) Employees selecting the compressed work schedule will work nine (9) hours for eight (8) days in a biweekly pay period, work eight (8) hours on a fixed day of the pay period, and will have one day in the pay period as a nonworkday. The employee must select a fixed arrival time between 0600 and 0900, a fixed departure time eight (8) or nine (9) work hours later, as appropriate, and if elected by the employee a fixed lunch time between 1100 and 1300. (NOTE: The fixed arrival and departure times on compressed work schedules are due to compliance with current Public Law and OPM regulation.) Flexitime or gliding schedules are not available by law under a compressed work schedule.

(3) Employees may revert to the flexitime schedule at the beginning of any pay period. When travel schedules or mission accomplishments dictate a temporary change from the compressed work schedule, the employee will be given an opportunity to return to the compressed work schedule as soon as practicable. With the concurrence of the immediate supervisor, the scheduled arrival, lunch and departure times, the scheduled eight (8) hour day, and the scheduled nonworkday may be changed temporarily when an employee requests such an adjustment and when such adjustment does not adversely affect mission accomplishment.

(4) Compressed Work Schedule Options:

(a) **Alternating 1** - Non-workday is the first Monday of the pay period and the last Friday of the next pay period.

| PP (Pay Period) | | PP | | PP | | PP | |
|-----------------|--|----|-----|-----|--|----|-----|
| MON | | | FRI | MON | | | FRI |

(b) **Alternating 2** - Non-workday is the second Friday of the pay period and the first Monday of the next pay period.

| PP (Pay Period) | | PP | | PP | | PP | |
|-----------------|-----|-----|--|----|-----|-----|--|
| | FRI | MON | | | FRI | MON | |

(c) **Fixed Fridays** - Non-workday is fixed at the first or second Friday of the biweekly pay period.

Fixed First Friday

| PP (Pay Period) | | PP | | PP | | PP | |
|-----------------|--|-----|--|-----|--|-----|--|
| FRI | | FRI | | FRI | | FRI | |

Fixed Second Friday

| PP (Pay Period) | | PP | | PP | | PP | |
|-----------------|-----|----|-----|----|-----|----|-----|
| | FRI | | FRI | | FRI | | FRI |

(d) **Fixed Mondays** - Non-workday is fixed at the first or second Monday of the biweekly pay period.

Fixed First Monday

| PP (Pay Period) | | PP | | PP | | PP | |
|-----------------|--|-----|--|-----|--|-----|--|
| MON | | MON | | MON | | MON | |

Fixed Second Monday

| PP (Pay Period) | | PP | | PP | | PP | |
|-----------------|-----|----|-----|----|-----|----|-----|
| | MON | | MON | | MON | | MON |

d. Special Schedules

The employer reserves the right to establish a different basic work week or a regularly scheduled tour of duty other than described above for any employee, or group of employees, generally based on mission accomplishment needs.

Section 10. SPECIAL PAY

a. Special Pay Adjustments

(1) When employees are changed to lower grade at their own request, the employer shall use appropriate regulations to set the employees rate of pay at any step of the lower grade up to and including his/her highest previous rate, however, if his/her highest previous rate falls between two rates of the lower grade, the employer may set pay at the higher rate. Such pay level determinations will take into consideration the needs of the activity, the experience and abilities of the employee, equity among employees, and availability of funds.

(2) When an employee's request for a change to lower grade meets one of the conditions below, their pay will be set at a rate in the lower grade under either the provisions of the "highest previous rate" or "salary retention" regulations, whichever results in the higher rate, if allowed by law.

- Request for change is in response to the employer's solicitation of employees to fill positions requiring special skills, or to otherwise further a placement program.

- The change to a lower grade is a necessary part of an employee development program in order to provide the employee with a specific type of experience necessary to their future development.

b. Overtime

Overtime shall be distributed fairly, equitably, and without discrimination among the employees having similar skills and aptitudes who are capable of doing the work, have dependable work records, and have a "fully successful" rating or above as determined by management. Management will make every effort to notify affected employees of all scheduled overtime as far in advance as possible. In the case of unscheduled overtime, it is recognized that under certain circumstances, little or no advance notice will be possible. An employee may request excusal from an overtime assignment for personal reasons. Such requests will normally be granted if another qualified employee, as determined by management, is ready and willing to serve. If a qualified substitute cannot be found, the employee will be required to work overtime.

c. Callback overtime work

Irregular or occasional overtime work performed by an employee on a day when work was not regularly scheduled for the employee or for which the employee has been required to return to the place of employment shall be considered to be at least two hours in duration for the purpose of overtime pay, regardless of whether the employee performs work for two hours.

d. Stand By Duty on Ships Underway

Certain shipriders from PHD NSW C are in work situations that permit authorization of standby duty (two-thirds rule). Not all at-sea exercises require standby duty, but when mission accomplishment requires employees to be continually in readiness to perform work, standby duty is authorized.

e. Comptime

All General Schedule (GS) employees who are exempt from FLSA and whose rates of basic pay exceed that for GS-10, step 10 accumulate up to 80 hours of compensatory time off in lieu of pay when they work irregular or occasional overtime. The employer may approve exceptions when they are justified and when they serve the interests of PHD NSW C.

Section 11. DISCIPLINARY ACTIONS

a. Constructive Discipline procedures as outlined in NSWSESINST 12000.5B CH-4 dated 25 January 1993, identify that when employee conduct warrants, supervisors should use Constructive Discipline to maintain discipline and morale among employees and to correct offending behavior. Constructive Discipline allows the supervisor and employee to address the issues through communication and problem solving. Constructive Discipline procedures include oral counseling, constructive discipline action plans, and disciplinary leave.

- b. The employer agrees to notify the employee of the right to designate a union representative for any issue arising out of a disciplinary action. All PHD NSW personnel are encouraged to use Alternative Dispute Resolution methods available from the Labor Relations Specialist or union officials to informally resolve their issues.
- c. The employer agrees to take disciplinary action only for such cause as will promote the efficiency of the service.

Section 12. TDY

(a) The Partnership Council will routinely address travel as an agenda item. PHD NSW Travel Committee will be established in partnership with NAGE R12-40 and FUSE R12-198 to address travel issues brought to the Partnership Council. Issues that may be addressed by the Travel Committee include getting information out to all employees, order/claim procedures, adequacy of living quarters, and changes to travel policy.

(b) The employer agrees to abide by the PHD NSW INST 4650.5 dated 17 September 1993, change 1 of the subject instruction dated 1995 and Travel Advisory #95-2 dated 27 February 1995 regarding Travel Advance Policy.

(c) Telephone calls are authorized for employees on official TDY provided they are consistent with Subpart 201-21.6 and FIRM Bulletin C-13, "Management of Long Distance Telephone Service" for the following purpose: An employee traveling on government business has a change in travel arrangements due to official business or transportation change, and makes a brief call to notify family of the change in travel arrangements. It is anticipated that most calls will not exceed five minutes.

Section 13. REDUCTION-IN-FORCE

- a. The employer will notify the appropriate union when reassignment of personnel to different locations due to workforce adjustments or a reduction-in-force is anticipated. For reduction-in-force, a union-management committee will be established to discuss and provide information concerning the competitive levels affected, the number of employees involved, the proposed effective dates of personnel actions, alternative possibilities, training, and the reasons for the reduction.
- b. The employer will notify the appropriate union prior to the contracting or transfer of work when such action would result in a reduction-in-force among the employees or otherwise adversely affect working conditions.
- c. The employer will adhere to the Reduction-in-Force procedures as set forth in CPI 531 of 11 September 1989.

Article 4. HEALTH AND SAFETY

Section 1. SAFETY PROGRAM

(a) The Employer will provide and maintain a safe and healthy place of employment in accordance with applicable laws and regulations. The Parties will encourage all employees to perform their work in a safe manner. It is the responsibility of all employee in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment and conditions, and to report any alleged unsafe and/or unhealthy practices, or conditions to the immediate supervisor.

(b) The personal safety and health of each employee is of primary concern to management and the unions. An occupational safety and health program, which is in compliance with directives from higher authority, will be maintained. The Parties agree to jointly participate in the safety program in order to minimize occupational illness, accidental death and injuries, material losses and damage.

(c) The Partnership Council will routinely address Safety as an Agenda Item. PHD NSWC Safety Council will be established in partnership with NAGE R12-40 and FUSE R12-198 to address safety issues brought to the Partnership Council.

Issues that may be addressed by the Safety Council include, but are not limited to: exploring alternatives on heating and cooling, providing education of computer and furniture related injuries, providing a flyer to educate credit card holders on ergonomic purchases, requiring all purchases that impact work stations go through safety and facilities, completing the distribution of stickers to inform employees to take breaks from prolonged use of keyboard equipment, providing guidance and standard waiver letter for UNICOR furniture purchases, providing education on the safety process, surveying the ergonomics of work environments, and studying the adequacy of outdoor and indoor lighting.

Section 2. ERGONOMICS

The employer and union will make every reasonable effort to encourage that those employees whose duties involve repetitive motion (e.g. computers, video display terminals (VDT)) get necessary work breaks, adjustable chairs and furniture for equipment, and proper video monitor placing to enhance employee comfort and productivity. The employer and unions encourage employees to frequently move around (standing, stretching, walking) and vary their motion as necessary while doing repetitive tasks to avoid repetitive stress injuries. The employer will use NAVMED P5112, Navy Environmental Health Bulletin, as its guide in achieving the above.

Section 3. SMOKING : The employer recognizes the right of employees, working in PHD NSWC occupied buildings, to an environment free of contaminants which includes tobacco smoke. Smokers must smoke far enough away from windows and doors to reasonably prevent smoke entering occupied buildings. Smokers may smoke in the designated shelter when available or other approved areas not in conflict with the above limitations.

Appendix A. GLOSSARY OF TERMS

The parties agree that, for purposes of interpretation and application of this agreement, the definitions stated below apply for the words and phrases so defined. Other words or phrases in this Agreement shall be interpreted in accordance with definitions in the Code of Federal Regulations, or other appropriate authorities, if defined therein.

Agreement: The negotiated Labor Management Agreement.

Applicant: An individual, within or without the Federal Service, who is being considered for a position by the employer.

Appropriate Authority: Any authority to which the employer is subject to control at the Department of the Navy level, or above.

Consensus: Group solidarity in sentiment and belief. "What all parties to a discussion are willing to live with."

CPI: The Department of the Navy Civilian Personnel Instruction.

Detail: A detail is the temporary assignment of an employee to fully assume the duties of a different position for a specified period, with the employee returning to regular duties at the end of the detail. A different position is defined as one with a different position description performance or with substantially different performance standards and a different supervisor.

Discuss: A process whereby one, party verbally or in writing solicits the views of the other, and they exchange views and positions in good faith in an attempt to informally resolve the matter.

Employee: Unless otherwise modified in the context in which used, employee is defined as a member of the certified bargaining unit of FUSE Local R12-198 and/or NAGE Local R12-40.

Employer: The Port Hueneme Division Naval Surface Warfare Center, Port Hueneme, CA and any individual empowered to act for management in an official capacity.

Ergonomics: Ergonomics is the relationship between the employee and the work environment.

Examination: As used in Article 1, Section 6(a), means a test required for certification for promotion or hire.

Management Representative: An individual empowered by the employer to perform investigatory, advisory, and/or representational duties on its behalf.

Negotiate: A good faith effort by the parties to reach an agreement. Included in this negotiation process is the ability of either party to seek assistance from the Federal Service Impasse Panel.

Other Duties as Assigned: When the term "performs other duties as assigned" or its equivalent is used in a position the term is mutually understood to mean tasks that are normally related to the position.

parties: As used in the Issue Resolution Process the "parties" are the employee and management official.

Parties: The employer and the unions.

Position: Defined as a PHD NSWC position within the certified bargaining unit of the FUSE Local R12-198 and/or NAGE Local R12-40, the incumbent of which, if filled, would be a member of the unit. Position and unit position are synonymous terms.

Shall: Synonymous with "will", both terms being mandatory in intent.

Union: The Federal Union of Scientists and Engineers (FUSE) Local R12-198, its officers and representatives and/or the National Association of Government Employees (NAGE) Local R12-40, its officers and representatives.


Union Officers: Duly elected and/or appointed officers of FUSE Local R12-198 and/or NAGE Local R12-40 in accordance with their by-laws.

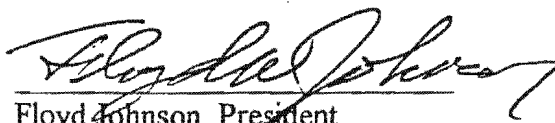
Union Representatives: Designated representatives of FUSE Local R12-198 and/or NAGE Local R12-40 engaged in labor representation functions under Article 1, Section 6.

Will: Synonymous with "shall", both terms being mandatory in intent.

This Agreement, executed on the 3rd day of June, 1996 by the parties hereto, is evidenced by the following signatures:


For the Unions:

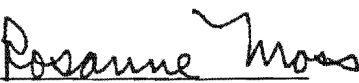

Rosanne Moss, President
NAGE, R12-40

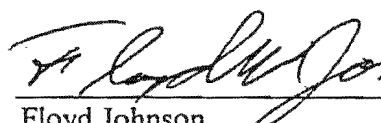

Floyd Johnson, President,
FUSE R12-198

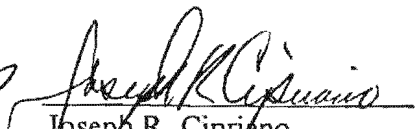
For the Employer:



Charles A. Giacchi,
Management Negotiator


Mark Thomas,
Management Negotiator


Rosanne Moss
Pres. NAGE R12-40


Floyd Johnson
Pres. FUSE R12-198


Joseph R. Cipriano
Executive Director


J. S. Beachy, Capt. USN
Commanding Officer

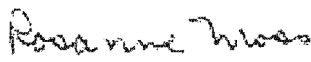
Approved by DOD on **19 JUN** 1996, to be effective on **19 JUN** 1996.


MEMORANDUM OF UNDERSTANDING


The undersigned parties hereby agree to continue to abide by the terms and conditions of the negotiated agreement between the parties after the expiration date of 19 June 1999. This shall remain in effect until such time as a new agreement is approved by the Secretary of the Navy, or 31 days after the date of execution of an agreement of the parties, whichever occurs first.

For the Unions

For the Employer


ROSANNE MOSS, President
NAGE, Local R12-40


MARK THOMAS
Labor Relations
Specialist
PHD NSWC


FRED FRIETZE, President
FUSE, Local R12-198

Date: 18 June 1999