

NEGOTIATED AGREEMENT BETWEEN
NAVAL AIR WARFARE CENTER, WEAPONS DIVISION (NAWCWD),
POINT MUGU SITE



A N D

National Association of Government Employees (NAGE) LOCAL R12-33



APPROVED BY THE SECRETARY OF THE NAVY ON 20 DECEMBER 2024

TO BE EFFECTIVE ON 20 DECEMBER 2024

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

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INTRODUCTION

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

PREAMBLE

In accordance with the Federal Service Labor-Management Relations statute, hereinafter referred to as "The Statute," and in consideration of the mutual covenants herein set forth, the Parties hereto, intending to be bound, hereby agree as follows:

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

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 2

PROVISIONS OF LAW AND REGULATIONS

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

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

ARTICLE 3

EMPLOYER-UNION RELATIONS

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

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

ARTICLE 4

MATTERS APPROPRIATE FOR DISCUSSIONS AND NEGOTIATIONS

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

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

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

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

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

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

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

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

e. Full and open discovery of information pertinent to a proposal shall be the goal of the Union and the Employer. Upon

request and to the extent not prohibited by law, the Employer will furnish data to the Union which is relevant, necessary, and reasonably related to negotiations. Requests for information by the Union will be put into writing and submitted to the Weapons Division Labor Relations Officer. Each request will clearly identify the information requested.

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

SECTION 4. If the parties cannot reach an agreement on matters which are negotiable, either party may request mediation by the Federal Mediation and Conciliation Service. If the matter remains unresolved, the Parties may choose to process the matter through impasse.

SECTION 5. Meetings may be held as the need arises and as mutually agreed by the Parties, between representatives of the Employer and the Union to discuss personnel policies and practices, matters affecting conditions of employment of Unit employees, and any questions which may arise concerning the interpretation and application of this Agreement.

SECTION 6. The Parties recognize that a free flow of information is necessary to resolve issues at the lowest possible level and agree to encourage open discussion between appropriate Union representatives and management officials for that purpose. For any matters impacting the bargaining unit as a whole, it is understood that the final agreement will be captured in a written document and signed by a union and agency official, as designated.

SECTION 7. Labor-Management Meetings. It is the intent of the parties to work collaboratively and to focus cooperatively on workplace challenges, concerns and problems. With this intent in mind, the parties agree that quarterly meetings between officials of the Union and Management will be held to facilitate a constructive labor-management relationship. The parties may mutually agree to conduct additional meetings in person, virtually or by telephone. The parties strive to promote an environment where our people are well informed, trained, highly valued and enjoy enhanced work-life satisfaction. Management will share information on emerging issues and engage union representatives in discussions regarding ideas and initiatives that impact workplace

matters. Meeting attendees will be comprised of Union President and designated Union officials, and NAWCWD Commander or designee and an equal number of NAWCWD management officials. Ad hoc representatives may participate on specific matters as needed. Questions and/or agenda items should be submitted in writing at least 20 calendar days in advance, so that the parties can ensure the appropriate personnel can address these issues. Individual or Union grievances shall not be discussed, but general topics which could lead to grievance, or the process for addressing grievances, may be addressed. No bargaining shall take place at meetings.

ARTICLE 5

RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER

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

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

b. In accordance with applicable laws:

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

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

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

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

(b) Any other appropriate source; and

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

c. While executive order 14003 is in affect, the agency will negotiation over the subjects set forth in 5 U.S.C 7106(b)(1). In the event that Executive Order 14003 is rescinded or superseded during the life of this contract, any obligation to negotiate over these subjects will be in accordance with the law as currently defined in 5 U.S.C. 7106(b)(1).

SECTION 2. The right to make reasonable rules and regulations is an acknowledged function of the Employer, subject to any limitations set forth in this Agreement and the law. However,

nothing in this section will preclude the Employer and the Union from negotiating:

a. At the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational sub-division, work project or tour of duty, or the technology, methods, and means of performing work.

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

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

SECTION 3. The Employer will annually inform all employees in writing of their rights to representation under Article 6, Section 2.b, of this Agreement (Weingarten Right) 5 USC 7114(a), (2) (B). The annual notice to all bargaining unit employees will be published on the Human Capital Management Group website and a memorandum will be issued to the Office Manager Distribution for posting on official bulletin boards.

ARTICLE 6

RIGHTS AND RESPONSIBILITIES OF THE UNION

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

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

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

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

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

(2) The employee requests representation.

SECTION 3. The Union has the right to post Union and other appropriate literature of interest to the Unit members on approved unofficial bulletin boards. The Union will provide the Weapons Division Labor Relations Officer or designee with a copy of the literature, prior to its posting. The Union may post the following on unofficial bulletin boards:

- a. Notices of Union recreational and social events.
- b. Notices of Union elections and results of elections.
- c. Notices of Union appointments.
- d. Notices of Union meetings.

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

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

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

SECTION 5. A copy of new or updated NAWCWD Instructions or Notices impacting bargaining unit members will be forwarded to the Union upon receipt in the Labor and Employee Relations Department.

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

ARTICLE 7

RIGHTS AND RESPONSIBILITIES OF EMPLOYEES

SECTION 1. Each employee will have the right to form, join or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal. Each employee will be protected in the exercise of such rights. Each member of the Unit, except as otherwise provided under the Statute, will have the right:

a. To act for a labor organization in the capacity of a representative and the right, in that capacity, to represent the views of the labor organization to the heads of Agencies and other officials of the executive branch of the Government, or the other appropriate authorities; and

b. To engage in collective bargaining with respect to conditions of employment through their exclusive representative.

SECTION 2. The terms of this Agreement do not preclude any employee from bringing work related matters of personal concern to appropriate officials of the Employer, via the supervisory chain of command, and to engage in discussion with management officials.

SECTION 3. The Union, with permission from the employee, may be forwarded the employees personnel records that would otherwise be deemed PII, when needed to assist with representational duties.

SECTION 3. An employee shall be provided, upon his/her written request, assistance to obtain a copy of any material placed in his/ her Electronic Official Personnel Folder to which he/she is entitled under applicable regulations and which he/she has not previously received the original document. This provision does not apply to documents which are generated by the employee.

SECTION 5. Employees will be provided with a copy of adverse materials that may be entered in the Electronic Official Personnel Folder. Employees will be provided with a copy of such material prior to its being placed in the Electronic Official Personnel Folder. Adverse materials having a specified time limit for retention in an employee's personnel record will

be removed and disposed of in the manner provided in applicable regulations.

SECTION 6. Nothing in this Agreement will require an employee to become or remain a member of the Union, or to pay money to the Union except pursuant to a voluntary written authorization by the employee for payment of duties through payroll deductions. Procedures for the withholding of Union dues deductions are outlined in a subsequent Article of this Agreement.

ARTICLE 8

UNION REPRESENTATION

SECTION 1. The Employer agrees to recognize the following representatives of the Union: Union President [one (1)], officers and stewards, as designated by the Union. The Union will provide to the Employer a current list of all officers and authorized stewards. Each Union representative will be identified by name, code assignment, email address and telephone number. The Union will provide timely updates to the list with copy provided to the Weapons Division Labor Relations Officer. The Employer will not be required to allow the use of official time for representation by any employee not included on the list.

SECTION 2. Union officers and stewards will be provided official time to perform representational functions. Official time must be approved by the member's supervisor prior to performing representational functions unless mission critical requirements prevent the approval of official time. If mission critical requirements prevent a member from performing representation functions, an alternate time will be provided to conduct representational functions. Union officers and stewards are expected to perform their regularly assigned duties at all other times.

a. The Union president is authorized 60% official time to perform representational duties for the life of the current contract. Upon request by the Union president for additional time over and above 60%, the time may be provided with the provision of Section 2 of this Article.

(1) The Union president that signed this contract is authorized 100% official time for representational duties through the initial 3 years of this contract or until separation from Government service. Any future Union president elected to the position after the current president will be authorized 60% official time for representational duties consistent with Section 2 of this Article.

b. No overtime will be authorized for the Union president to perform representational functions. However, the Union president may be assigned overtime in his/her respective work area, subject to the provisions of this agreement.

c. The Union president shall submit all requests for leave to his/her first level supervisor in accordance with applicable provisions of this agreement; laws; rules; regulations; and the current leave instruction.

SECTION 3. If the Employer alleges abuses regarding official time in this Article, the issue will be discussed and resolved between the President of the Union and the Weapons Division Labor Relations Officer. If the Parties cannot resolve the dispute, the areas of disagreement will be described in writing and will include the facts surrounding the issue(s). Following this, the Parties will meet one additional time to attempt resolution through the Alternative Dispute Resolution (ADR) process prior to proceeding to Arbitration as specified in this agreement.

SECTION 4. Approval of official time will be given on a case-by-case basis depending upon whether (1) the work needs of the Employer permit the release of the Union representative, and (2) the amount of official time being requested is reasonable, necessary, and in the public interest. Following receipt of approval in Section 2 above, notification official time in excess of four (4) hours will be submitted verbally or in writing to the Weapons Division Labor Relations Officer.

SECTION 5. Union representational duties will be conducted promptly and efficiently. Union stewards or officers will, whenever practical, attempt to obtain information and answer questions by email, telephone, video conferencing or similar collaboration platform. When it is necessary for a Union official to leave the work site to conduct labor management relations business, permission must be obtained from the immediate supervisor prior to leaving.

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

b. Union Stewards and officers will inform their immediate supervisor as soon as they return to their worksite. If the immediate supervisor is not available, the returning report will

be made to the next higher level supervisor in the management chain. Time sheets shall be annotated with the appropriate job order or chargeable object number for Union representational functions.

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

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

SECTION 7. The Employer agrees that national representatives of NAGE will be permitted to visit local Union officials on appropriate business. The Union agrees to notify the Weapons Division Labor Relations Officer, in advance of the intended visits.

SECTION 8. The Union may submit appropriate orientation material to be included in the package of information provided to new hires within the bargaining unit. The Union may elect to participate in the bi-weekly new hire orientation, by presenting a short Bargaining Unit brief to their new constituents.

ARTICLE 9

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

SECTION 1. The Union and the Employer recognize the necessity for an Equal Employment Opportunity Program. The Parties affirm the Naval Air Systems Command and Employer policy on Equal Employment Opportunity and agree to actively support and pursue those objectives.

ARTICLE 10

DRUG FREE WORKPLACE PROGRAM

SECTION 1. *GENERAL* This Article provides for application of the Employer's drug testing program as it relates to bargaining unit employees. The parties agree that illegal use or possession of drugs by employees, on or off duty, is inconsistent with accomplishing the Employer's mission. Accordingly, the Employer, pursuant to Executive Order 12564, has established a Drug Free Workplace Program (DFWP) in furtherance of its national defense mission.

a. Employees are required to refrain from the illegal use or possession of drugs, on or off duty, as a condition of continued employment and may not use illegal drug abuse or addiction as an excuse for misconduct or less than fully satisfactory work performance. Employees are required to comply with the Employer's DFWP and refusal to do so will subject the employee to disciplinary action.

b. The employee's cooperation of availing him or herself of assistance after receiving a positive result may be considered by the Employer when proposing or effecting disciplinary or adverse action, related to conduct or performance of the employee.

Section 2. *TESTING PROGRAM* The goal of the DFWP is deterrence of illegal drug use through a carefully controlled and monitored program of drug testing. The parties share an interest in ensuring that only those employees who occupy properly identified Testing Designated Positions (TDPs) be subject to random testing and that only those employees selected for properly identified TDPs be subject to pre-employment drug testing.

a. Testing Designated Position (TDP) means a position that has been designated by NAWCWD, as subject to random drug testing.

(1) An employee occupying a TDP will receive written notice that his/her position has been determined to meet the criteria and justification for random drug testing at least 30 days before the individual is subject to unannounced random testing. The notice will include the appeal procedures for requesting review of the designation and a point of contact for questions regarding the decision.

(2) An employee may appeal the testing designation of his/her position within 15 days following receipt of the written notice. Bargaining unit members may have representation during the appeal process.

(3) If an employee believes his or her position has been wrongly designated as a testing designated position, the employee may grieve the designation under the negotiated grievance procedure. Such grievances are limited to the determination as to whether the Employer followed the criteria established in its policy, not the content of the policy itself.

b. Types of drug testing are:

(1) Random Testing of bargaining unit employees in TDPs and other bargaining unit personnel who volunteer for such tests.

(2) Reasonable Suspicion Testing. Although such testing does not require certainty, mere hunches are not sufficient to meet this standard. Further information regarding the levels of approval required for reasonable suspicion testing are included in the Employer's Drug Free Workplace policy. Reasonable suspicion testing may be based upon, among other things,

(a) Observable phenomena, such as direct observation of drug use or possession and/or the physical symptoms of being under the influence of a drug;

(b) A pattern of abnormal conduct or erratic behavior;

(c) Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking;

(d) Information provided by reliable and credible sources or independently corroborated, or;

(e) Newly discovered evidence that the employee has tampered with a previous drug test.

(3) When employee's actions are reasonably suspected of having caused or contributed to an accident or unsafe work practice that meets either of the following criteria:

(a) The accident or unsafe practice results in a death or personal injury requiring hospitalization.

(b) The accident or unsafe practice results in damage to government or private party estimated to be in excess of ten thousand dollars.

c. All employees required to take a drug test at the direction of the Employer will be in a duty status. If the test extends beyond the regular shift, the employee will receive overtime or compensatory time to complete the random testing.

Section 3. *RANDOM SELECTION FOR TESTING.* The Employer agrees that, except for volunteers, only those employees in TDPs will be subject to random selection for drug testing. A bargaining unit employee who does not occupy a TDP may volunteer to be included in the random testing program by informing the Employer in writing of his or her desire to be included in the pool of TDPs subject to random testing.

SECTION 4. *SPECIFIC NOTIFICATION OF TEST* Employees selected for drug testing will be verbally notified of date, time and location of mandatory drug testing, and:

a. The consequences of a positive result and the consequences of a refusal to cooperate, including possible adverse action(s).

b. The notice will advise the employee of his/her right to Union representation during the collection process.

Section 5. *METHODS AND PROCEDURES FOR TESTING* The Employer agrees that methods and equipment used to test for illegal drug usage will conform to Department of Health and Human Services mandatory guidelines.

SECTION 6. *COLLECTION PROCEDURES*

a. Upon direction by management, designated employees will report to the designated location to be tested.

b. Collection procedures will provide for employee privacy and dignity. Unless direct observation collection is authorized, employees subject to testing will be permitted to provide a urine

specimen in a restroom stall or similar enclosure so that the employee is not observed while providing the sample.

c. All samples collected will be subject to a strict chain of custody in order to maintain the integrity of the samples and results.

d. Union representatives requested by employees are to function as observers and may not interfere with the collection.

ARTICLE 11

HEALTH AND SAFETY

SECTION 1. The Employer will provide and maintain a safe and healthy place of employment in accordance with applicable laws and regulations. The Employer shall provide appropriate safety and health training for employees including specialized job safety and health training appropriate to the work performed by the employee. The Parties will encourage all employees to perform their work in a safe manner. It is the responsibility of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthful practices, equipment or conditions and to report any alleged unsafe and/or unhealthful practices, equipment or conditions to their direct supervisor. If the corrective action initiated by the immediate supervisor does not satisfactorily resolve the situation, the employee(s) or Union representative may submit the matter orally or in writing to the Head, NAWCWD Safety Office for appropriate action. The Head, NAWCWD Safety Office shall ensure that all reports brought to his/her attention are investigated. Alleged imminent danger situations shall be investigated within 24 hours. Potentially serious situations shall be investigated within 3 workdays. Where it has been determined by the Employer that conditions exist that pose an imminent risk of death or serious bodily harm to an employee coupled with a reasonable belief that there is insufficient time to seek redress through normal hazard reporting and abatement procedures, work with that equipment or in that area will stop until such time as the condition is remedied. If the employee or Union representative is not satisfied with the response of the NAWCWD Safety Office, the Union may submit the matter under the grievance procedure or utilize other appropriate action. This does not preclude the Union from discussions with appropriate management officials for early resolution.

SECTION 2. An employee will not be required to work under conditions that present an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures.

SECTION 3. The Employer will, in coordination with Naval Base Ventura County fire and police, exert every reasonable effort to provide expeditious medical treatment by competent, trained medical personnel in the event of workplace injury.

SECTION 4. Personal Protective Equipment (PPE) will be provided by the Employer in accordance with applicable Navy Directives. Management agrees that the Naval Air Warfare Center Weapons Division, Point Mugu site, will handle all hazardous waste and/or infectious material in accordance with Environmental Protection Agency, Federal, State and County regulations. Employees will be allowed to retain such equipment if it is not suitable for use by other employees when they no longer need it (i.e., eyeglasses, safety shoes, etc.). Employees are expected to exercise due care and diligence in use of PPE.

SECTION 5. With the reporting employee's consent, the Union will be promptly notified of all work areas used by bargaining unit employees that are determined to be unsafe or unhealthful. Copies of safety or health inspections of such spaces will be provided to the Union.

SECTION 6. A Union representative who initiates an unsafe or unhealthful work condition report will be provided a copy of the final investigation as required by law.

SECTION 7. The Employer will conduct annual safety inspections at every NAWCWD site or facility. The Union will be provided reports for unsafe or unhealthful conditions found during inspections.

ARTICLE 12

TRAINING

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

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

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

SECTION 4. The Employer will provide a cumulative total of 200 hours to Union Officers/Stewards each calendar year to attend Union-sponsored training, subject to workload considerations. Requests for official time for training shall be submitted to the Weapons Division Labor Relations Officer. Each request will identify the number of hours, code, and the name of the Union Official/Steward for whom the time is being requested. Training requirements that exceed the 200 hours must be submitted in writing to the Weapons Division Labor Relations Officer for approval. Per diem costs will be borne by the Union.

SECTION 5. In accordance with Department of the Navy or applicable regulations, the Employer will provide mandatory training courses to employees. The Employer will identify appropriate funds for training.

ARTICLE 13

CIVILIAN EMPLOYEE ASSISTANCE PROGRAM (CEAP)

SECTION 1. The Employer will maintain a Civilian Employee Assistance Program (CEAP) which will provide services, to include but not limited to, counseling and referral for a wide range of concerns to include relationship, legal, financial, family, substance abuse, depression, parenting; short-term problem solving, lifestyle coaching or crisis management; and access to Work-Life specialists. The confidentiality of an employee's contact with or referral to CEAP will be protected as consistent with applicable laws and regulations.

SECTION 2. Employees and members of their family may utilize the services of the CEAP through self-referral to address issues of substance abuse, relationship problems, dysfunctional behavior or other personal concerns of similar nature.

SECTION 3. The abuse of alcohol and drugs is a recognized problem in which both Parties share an interest and obligation. The Employer and the Union agree that accomplishment of the Employer's national defense mission requires the highest standards of competence, reliability and integrity. Consistent with current regulations Federal employees who use illegal drugs must themselves be primarily responsible for changing their behavior and if necessary, begin the process of rehabilitating themselves. The parties agree that employees who are currently engaging in the illegal use of drugs shall not be considered a "qualified individual with a disability".

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

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

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

ARTICLE 14

HOURS OF WORK

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

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

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

SECTION 4. Consistent with the nature of the work being performed, time for clean-up will be allowed as necessary prior to the lunch period and/or end of the workday.

SECTION 5. Time spent by Union officials, within their normal tour of duty, for the purpose of representational duties or other official Union business provided for by law and/or this Agreement which has been approved shall be considered as hours of work.

SECTION 6. Scheduling of test operations requiring support on the last scheduled workday of the week and weekend overtime on SNI is recognized as an inconvenience to SNI employees and their families. However, the necessity for the Command to perform its mission cannot be subjugated. Considering these two issues, such tests will be scheduled as far in advance as possible and/or practical. Operations scheduled to be completed by or prior to the end of normal working hours on the last scheduled workday of the week may be extended into overtime if considered to be in the

best interest of the Government by the Sea Range Scheduling Office, or higher authority. Any operation schedule change, which would result in additional weekend overtime requirements on SNI, made after 1200 hours on the last scheduled workday of the week, of the weekend involved, must be approved by the Head of the Sea Range Scheduling Office or his/her designee.

ARTICLE 15

OVERTIME

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

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

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

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

SECTION 5. Each employee who is required to work overtime, without prior notice, will be allowed one telephone call home of short duration not to exceed 10 minutes.

SECTION 6. When the Employer changes a position's Fair Labor Standards Act Status from non-exempt to exempt status due to an administrative correction or position reclassification, the Employer will provide the incumbent with notification.

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

SECTION 8. Employees will be paid overtime in accordance with applicable law, rule, and regulation.

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

SECTION 10. Lunch periods will normally be scheduled and taken between the hours of 1100 and 1300. If workload requirements preclude an employee from taking a lunch break, the employee will be compensated at the appropriate overtime rate or, if appropriate, be sent home early to compensate for time worked during their lunch period at the employee's election.

ARTICLE 16

ANNUAL LEAVE

SECTION 1. Employees shall accrue and be granted annual leave in accordance with applicable laws and regulations. Annual leave will be granted when the Employer determines that the workload/manpower balance so permits. Leave approved for a portion of a day may be charged in increments of one tenth (0.10) of an hour (6- minutes).

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

SECTION 3. When due to an unforeseen emergency an employee needs to use leave which was not previously requested and approved by the supervisor, the employee is responsible for notifying his/her supervisor and requesting approval for his/her absence. Notification should normally be made by the scheduled start of their shift, but no later than one hour after. If the supervisor is not available, the employee will inform the acting supervisor or officially designated point of contact that he/she is requesting emergency annual leave and the reason for the request. Failure of an employee to inform the supervisor or officially designated point of contact may result in the employee being placed in an Absent Without Leave (AWOL) status.

SECTION 4. Previously approved annual leave will only be rescheduled due to operational requirements. Employees will be provided with an explanation of the reasons for the change. Written explanation of the reason for the denial will be given if specifically requested by the employee. When two or more employees request leave for the same period of time (in whole or in part), and if it is impractical to schedule both employees as requested, the supervisor will attempt to resolve the scheduling

problem with the employees concerned. If the problem cannot be resolved, resolution will be determined by the Employer. The Employer will resolve such problems by considering operational requirements, skills, types, and numbers of personnel required. However, if each of the employees involved are essentially interchangeable (i.e., have the same qualifications and skills) resolution will be by seniority. Seniority will be determined on the basis of length of service (Service Computation Date).

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

ARTICLE 17

SICK LEAVE

SECTION 1. Employees will accrue sick leave in accordance with applicable laws and regulations. Sick leave accrues on the basis of one-half day for each full biweekly pay period. Sick leave which is not used by an employee, accumulates for use in succeeding years, and may be used for illness or injury requiring an extended absence. Sick leave is chargeable in 6 minute increments.

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

- a. Receives medical, dental, or optical examination or treatment;
- b. Is incapacitated for the performance of duties by illness, injury, pregnancy or childbirth;
- c. Provides care for a family member -
 - (1) Who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment;
 - (2) With a serious health condition; or
 - (3) Who would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease;
- d. The employee would jeopardize the health of others by his/her presence at his place of employment because of exposure to a contagious disease, or
- e. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
- f. Must be absent from duty for purposes relating to his or her adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings;

required travel; and any other activities necessary to allow the adoption to proceed.

SECTION 3. An employee who is ill and unable to report for duty is responsible for notifying his/her supervisor of the illness or incapacitation, under normal circumstances, by the scheduled start of his/her shift, but no later than one hour after. If the supervisor is not available, the employee will inform the acting supervisor or officially designated point of contact of the illness. Upon return to duty or upon official notification, the employee will provide the supervisor with his/her reasons for absence. If the supervisor determines the absence is justified and a grant of sick leave is appropriate, the leave will be approved. During an extended absence the employee will keep the supervisor advised. The decision to approve or disapprove a request for sick leave in each case rests with the Employer, based on current law, rules and regulations.

SECTION 4. The Employer may grant sick leave when requested. Medical certification may be required for an absence in excess of three workdays, or for a lesser period when determined necessary by the Employer. The Employer will notify the employee if a medical certificate will be required, preferably at time of the request. The Employer may consider the employee's certification as to the reason for his/her absence as acceptable evidence regardless of the duration of the absence. Certification in support of a request for sick leave will be submitted to the supervisor within fifteen (15) days of the supervisor's request.

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

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

SECTION 7. The Family Medical Leave Act will be posted electronically on the Human Capital Management Group's website.

Additional information on FMLA may be found in a separate article in this agreement.

ARTICLE 18

LEAVE OF ABSENCE

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

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

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

SECTION 4. Employees who are absent on extended leave without pay up to one year will continue to have coverage under the Federal Employees Group Life Insurance and Federal Employees Health Benefits as described by current regulation.

Article 19

Family Medical Leave Act (FMLA)

Section 1. Under the Family and Medical Leave Act of 1993 (FMLA), most employees are entitled to a total of up to 12 workweeks of unpaid leave during any 12-month period for one or more of the following purposes: (1) the birth of a son or daughter and care of the newborn (leave must be used no later than the date that is 12 months after the birth); (2) the placement** of a son or daughter with the employee for adoption or foster care and the care of the son or daughter (leave must be used no later than the date that is 12 months after the placement); (3) the care of an employee's spouse, son, daughter, or parent with 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 the employee's position; or (5) any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

Section 3. An employee must provide notice of his or her intent to take family and medical leave not less than 30 days before leave is to begin or, in emergencies, as soon as is practicable. An agency may request medical certification for FMLA leave taken to care for an employee's spouse, son, daughter, or parent who has a serious health condition or for the serious health condition of the employee. Medical certification is required in support of all requests for FMLA. Certification requirements may be met by the employee completing and submitting a Department of Labor form WH-380E or subsequent versions.

a. Within ten (10) calendar days, the Employer, via HR, will approve or disapprove FMLA leave requests or ask for additional medical certification. If disapproved, the rationale for the decision will be provided. Decisions and requests for medical certification will be in writing.

Section 4. Under certain conditions, an employee may use the 12 weeks of FMLA leave intermittently. An employee may also elect to substitute annual leave and/or sick leave, consistent

with current laws and regulations for using annual and sick leave.

Section 5. Upon return from FMLA leave, an employee must be returned to the same position or to an equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment.

Section 6. An employee who takes FMLA leave is entitled to maintain health benefits coverage. An employee on unpaid FMLA leave may pay the employee share of the premiums on a current basis or pay upon return to work.

Section 7. Paid parental leave granted in connection with a qualifying birth or placement under Federal Employee Paid Leave Act (FEPLA) is substituted for unpaid FMLA leave and is available during the 12-month period following the birth or placement. In order to be eligible for paid parental leave under FEPLA, a Federal employee must be eligible for FMLA leave under 5 U.S.C. 6382(a)(1)(A) or (B), and must meet FMLA eligibility requirements. Any other FMLA leave taken in the same qualifying 12 month period, will count against the 12 week allotment for paid parental leave.

a. Paid parental leave under FEPLA is limited to 12 workweeks and may be used during the 12-month period beginning on the date of the birth or placement involved. Within these 12 workweeks, paid parental leave is available as long as an employee has a continuing parental role with the child whose birth or placement was the basis for the leave entitlement.

b. Under FEPLA, an employee may not use any paid parental leave unless the employee agrees in writing, before commencement of the leave, to subsequently work for the applicable employing agency for at least 12 weeks. This 12-week work obligation begins on the employee's first scheduled workday after such paid parental leave concludes.

ARTICLE 20

TRAVEL

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

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

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

SECTION 4. Employees will be provided travel reimbursement if applicable for temporary duty travel in accordance with applicable NAWCWD policies and regulations.

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

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

SECTION 7. Personnel permanently stationed on SNI shall be granted seats on contract flights as space-required passengers with first priority in accordance with current NAWCWD and Naval Base Ventura County Joint Instruction.

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

ARTICLE 21

POSITION DESCRIPTION

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

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

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

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

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

ARTICLE 22

PERFORMANCE APPRAISALS

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

SECTION 2. An employee's acknowledgement after review of the performance evaluation, indicates that he/she has reviewed the performance rating and appraisal record located in the electronic performance system and that it has been discussed with management. The employee's acknowledgement will not be taken to mean agreement with any of the information or a forfeiture of any rights to review or appeal.

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

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

SECTION 5. Employees who serve as representatives or officials of labor organizations will be rated solely on the basis of how well they perform the duties and responsibilities of their official assigned positions. They will not be disadvantaged in their performance rating because of the time spent in a representational capacity. Employees who spend 100% of their time as labor representative or officials of labor organizations are considered unrateable for performance appraisal purposes. For reduction-in-force, employees who spend 100% of their time as labor representatives will receive a modal rating.

ARTICLE 23

TEMPORARY PROMOTIONS AND DETAILS

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

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

SECTION 3. The Employer recognizes the basic principles that an employee should be assigned to the duties of the position of record. However, when the Employer determines that details are necessary to fulfill the Employer's mission, they will be used. Employees who are detailed for 120 days or more will be rated in accordance with current performance management instructions.

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

SECTION 5. Employees assigned to a classified, higher-graded position will (if qualified) be temporarily promoted when the employee is in the position in excess of twenty (20) consecutive workdays (18 consecutive workdays under the CWS).

SECTION 6. Temporary promotions in excess of 120 consecutive days will be made in accordance with current instruction, laws and regulations.

SECTION 7. Details in excess of twenty (20) consecutive workdays will be documented in writing and a copy provided to the employee. Copy will include the period of performance and duties

associated with the detail. Employees may claim experience obtained during assignments on detail on their resume.

ARTICLE 24

INCENTIVE AWARDS

SECTION 1. The Employer agrees to give due consideration to using individual, Group and Team Awards to encourage and reward innovation, dedication and excellence by motivating individuals and teams to contribute to the accomplishment of its corporate mission and goals. The parties acknowledge that the proper use of awards to recognize the efforts of individuals, groups, organizations, and teams can foster teamwork and promote overall organizational excellence.

SECTION 2. The Employer has the discretion to use a wide variety of awards to recognize its employees for performance in support of NAWCWDWPNS mission and functions. Supervisors and managers must fairly, appropriately and in as a timely manner as possible, recognize and reward employees, individually or in groups for performance that exceeds expected position requirements. Awards for such employees may not be based upon the performance of representational functions.

a. The Employer agrees to provide to the Union upon request, the information will be furnished to the Union in accordance with applicable laws provided the individual performance ratings of the employees cannot be discerned from the information submitted.

ARTICLE 25

REDUCTION-IN-FORCE

SECTION 1. Applicable laws and regulations will govern any reduction-in-force (RIF). A RIF occurs when the Employer releases a competing employee from his or her competitive level by furlough for more than 30 days, separation, demotion, or reassignment requiring displacement when the release is required because of lack of work; shortage of funds; insufficient personnel ceiling; reorganization; the exercise of reemployment rights or restoration rights; or reclassification of an employee's position due to erosion of duties when such action will take effect after an agency has formally announced a RIF in the employee's competitive area and when the reduction in force will take effect within 180 days.

RIF procedures do not apply to the return of an employee to his/her regular position following a temporary promotion or to the release of a reemployed annuitant. A RIF does not include the reclassification of a position resulting in a downgrade other than as provided in 5 CFR 351.

SECTION 2. The Employer and Local R12-33 share a mutual interest in assisting employees who are adversely impacted by a RIF. The parties agree that placement efforts are a priority and are most effective when employees adversely impacted by RIF are actively involved in those efforts. During periods of RIF, the Union agrees to cooperate with the Employer in communicating to employees the reason for the reduction.

SECTION 3. When the Employer becomes aware of the necessity to conduct a RIF, it will attempt to minimize the size and impact of a proposed RIF through appropriate means such as reassignment, job changes or retraining, the use of VSIP or VERA, termination of temporary employees, and other pre-RIF placement activities for employees eligible for placement assistance and referral programs. Use of any such option shall be consistent with applicable policies and regulations.

SECTION 4. The Employer may provide less than 60-day notice if the RIF is caused by unforeseeable circumstances and is approved the Office of Personnel Management (OPM). The notice will be in writing and sent with as much notice as practicable prior to the effective date of the RIF" The notice will include the reason for

the RIF, the types and estimated number of positions to be abolished, and the proposed effective date. The Employer agrees to provide the Union with the names and the number of affected bargaining unit employees in the competitive levels involved, the retention register and details as to how such employees were selected when such information becomes available, subject to any Privacy Act or other statutory limitations. For bargaining unit employees who are subject to the RIF, the union will be provided a monthly status report of impacted employees. The Union may request additional information with a particularized need concerning the planned reduction in force consistent with 5 USC, section 7114(b)4. Upon request and to the extent not prohibited by law, the Employer will furnish data to the Union that is relevant, necessary, and reasonably related to negotiations.

SECTION 5. The Employer shall provide a specific written notice to each employee affected by the RIF. The notice shall state specifically what action is being taken, the effective date of the action, the employee's total credit for retention, extra retention credit for performance, the competitive level, and competitive area. Affected employees will be notified not less than 60 calendar days prior to the effective date, unless a shortened notification period is approved by Office of Personnel Management (OPM). In any such event, affected employees will be given a notice period of at least 30 calendar days. To the extent practicable, RIF notices will be delivered in person.

SECTION 6. The Employer will support employee job search efforts and will approve employee use of annual leave for this purpose unless work requirements do not permit the employee's release. To the extent practicable, the Employer will give consideration to reasonable amounts of duty time for employees to attend command sponsored efforts and services such as resume preparation, job interviews, etc. for employees who are adversely affected by RIF. The Employer will contact the appropriate state employment development office concerning job placement and re-training services for impacted employees.

SECTION 7. Any career or career conditional employee who is separated as a result of a RIF, and who has not declined placement equal in grade to the position held, will be placed on the Reemployment Priority List, and such employee will be given preference for re-employment in accordance with applicable regulations.

SECTION 8. The Employer will counsel eligible employees on retirement options available during the notice period of any proposed RIF.

ARTICLE 26

TELEWORK

SECTION 1. Telework has been and will continue to be an effective tool to manage short and long-term space requirements; to enable better quality of work and life integration for our workforce; and to attract and retain key mission critical skills. NAWCWD remains committed to utilizing telework to the extent practicable, while ensuring mission readiness is not compromised and our workforce are creatively coached, developed, and mentored as they work side-by-side with our technical and business subject matter experts in our offices, labs, control rooms, and unique technical facilities across our campuses.

SECTION 2. The parties recognize that Telework (situational and regular and recurring) and Remote work arrangements benefit employees and the Employer by, among other things:

- a. potentially improving the productivity of employees;
- b. assisting in the recruitment and retention of high quality employees;
- c. improving employee morale;
- d. allowing employees to establish a better balance between their work and personal lives;
- e. reducing commuting costs and commuting stress;
- f. improving job access and reasonable accommodations for disabled employees;
- g. reducing costs for office space and related costs for utilities, parking, etc.;
- h. accommodating employees needs for convalescence from short-term injuries or illnesses;
- i. accommodating work needs when the regular workspace is unavailable (e.g., during office renovation)

SECTION 3. The parties recognize that some positions are not generally eligible for Telework. These positions involve tasks that are not suitable to be performed away from the traditional worksite, including tasks that:

a. require the employee to have daily face-to-face contact with the supervisor, colleagues, clients, or the general public in order to perform his or her job effectively, which cannot otherwise be achieved via email, telephone, fax or similar electronic means;

b. require daily access to classified information; or

c. are part of trainee, entry-level, or developmental positions.

SECTION 4. To the greatest extent possible, NAWCWD will code all NAWCWD positions as eligible for situational telework. NAWCWD will code employee eligibility for telework as eligible or ineligible based on an employee's conduct and performance history. Eligibility for Telework is a two-step process wherein supervisors first determine whether a specific position is eligible for telework. Once position eligibility is confirmed, the supervisor would determine employee eligibility for telework. Position and employee eligibility alone does not guarantee an employee the opportunity to telework. Telework is not an entitlement but a discretionary workplace flexibility and cannot be authorized, regardless of eligibility status, if mission requirements will be compromised.

SECTION 5. Employees who Telework must be available to work at the traditional worksite on scheduled Telework days on an occasional basis if necessitated by work requirements. Conversely, requests by employees to change scheduled Telework days in a particular week or biweekly pay period may be accommodated by the supervisor wherever practicable, consistent with mission requirements.

SECTION 6. *Situational telework* is telework that is approved on a case-by-case basis, where the hours worked are NOT part of a previously approved, ongoing and regular telework schedule. Telework is considered situational even though it may occur

continuously for a specific period and is also referred to as episodic, intermittent, or ad hoc telework.

Regular and recurring (R&R) or "routine" telework is an approved work arrangement where eligible employees works at an alternative location within the local commuting area on a regularly scheduled, ongoing and recurring basis. Employees must be scheduled to report to the regular worksite at least two days per biweekly pay period. Regular and recurring telework can be "light" (1-4 days per pay period) or "substantial" (5-8 days per pay period).

Remote work is an approved work arrangement where the employee performs the duties and responsibilities of their position at an approved worksite within (local) or outside (distant) the local commuting area of the regular work site. Under remote work the employee is not expected to physically report to the regular worksite on a regular and recurring basis. (Note: this may cause a change in the employee's locality pay). All eligible employees who enter into a remote work arrangement are required to complete and sign a telework agreement, satisfactorily complete telework training, and complete a Remote Worker Agreement.

Situational telework agreements must be renewed every two years with new signatures. Regular and Recurring telework, and remote work agreements must be renewed every year with new signatures. A new telework agreement should be completed when a new supervisor is responsible for the employee.

SECTION 7. Prior to commencement of any Telework or Remote work arrangements, the employee must complete and the supervisor must approve the request.

SECTION 8. Employees and the Employer will follow established procedures and process provided in current NAWCWD guidance. A telework request may be denied by the supervisor. Denials shall be made in writing and provided to the employee within a reasonable period of time usually not to exceed 30 days from the date the request was submitted to the supervisor. A telework arrangement may be terminated at the discretion of the supervisor or at the employee's request. When an employee's agreement is terminated by the supervisor, the supervisor shall provide advance written notice to the employee. Termination of remote telework agreements require 90-day advance notice.

Management must have a legitimate business-based reason for denying or terminating a telework agreement, such as mission requirements, office coverage, employee conduct, or employee performance. The basis for denying or terminating the telework agreement must be included in the written notice to the employee.

Employee Grievances. Prior to filing a grievance, employees should discuss their concerns with their supervisor and their servicing Human Resources Advisor. If an employee disputes the supervisor's reason(s) for not approving him or her for telework or for terminating his or her telework agreement, the employee may submit a grievance under the negotiated grievance procedure

SECTION 9. The Employer will follow established criteria on employee and position eligibility as established in current regulations and policy.

ARTICLE 27

ISLAND FACILITIES

SECTION 1. Each organization will assign rooms on San Nicholas Island (SNI) allocated to them by the Officer In Charge (OIC), SNI in accordance with the applicable room assignment instruction.

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

SECTION 3. Exchange privileges are approved for civilian employees.

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

SECTION 5. Permanent SNI employees, assigned temporary duty at Point Mugu whose residence is outside the local commute area of the Point Mugu complex will be placed in a travel status in accordance with the Joint Travel Regulations (JTR).

SECTION 6. In inclement weather or late operations of the range, a contractor aircraft will normally not be released prior to one hour after the last scheduled departure on Friday, or Thursday of the week of the scheduled CWS day off. Scheduling of charter flights is performed by the Range Shuttle Coordinator. Scheduling of charter flights as needed over an operational weekend or for inclement weather will be coordinated by the Range Shuttle Coordinator.

SECTION 7. If an emergency occurs during transport, the Union will be advised of the facts concerning such emergency as soon as possible.

SECTION 8. Five days prior to any room inspection SNI employees will be given a written notice of upcoming inspection. During inspection employees may designate a person of choice to witness

inspection. Inspectors are not allowed to open doors/drawers, closets, or refrigerators.

SECTION 9. Permanent party employees will be allowed to carry excess weight for food and water on their flights to SNI.

SECTION 10. Compensation of employees who are either in a temporary duty status or permanently assigned to the Offshore Islands, for work performed during the weekend and/or holidays, will be compensated at the appropriate overtime rate for time spent in a duty status at their work site. Employees scheduled to remain on the Offshore Islands after completion of their regular work week or who are called back to the islands to perform work on a weekend and/or holiday will be compensated in accordance with the following provisions:

a. Transportation will be provided in accordance with the regular shuttle schedule for the Offshore Islands. If, at the end of the scheduled work week, transportation cannot be provided due to mechanical difficulties or inclement weather, employees will be paid two (2) hours of "call-back" overtime if the delay exceeds two (2) hours from their regularly scheduled time of departure. A delay of transportation due to mechanical difficulties or inclement weather of less than two hours will not be compensated. Delays within the control of the Employer, i.e., due to scheduled operations, will be compensated. In order to receive compensation for delays in transportation, employees must have manifested and used the transportation.

b. In addition to the above, if delays in transportation extend through a weekend and/or holiday, employees who are unable to be transported off the islands will be provided up to nine (9) hours of meaningful work and compensated at the appropriate overtime rate for each day they remain on the island. The work shift would commence at approximately the same time of the beginning of their regularly scheduled work shift, i.e., 0730 hours, and would end either when they were transported from the island or at the end of their nine (9) hour shift, whichever occurs first. If transportation is not provided for that day employees will be compensated for nine (9) hours of work and will not receive two (2) hours of callback overtime for that day.

c. Air transportation to return employees to SNI to perform scheduled operations on the following day will depart Point Mugu

at 1800 the night before, unless scheduled operations or inclement weather requires an earlier departure time.

d. Employees who remain on the islands after the end of their regularly scheduled work week, or who return to the islands, in order to perform scheduled overtime will be entitled to callback overtime and will be compensated for work performed at the appropriate overtime rate for the scheduled overtime. In addition to the scheduled overtime, the employees will receive two (2) hours of callback overtime for each day assigned to the islands if the scheduled overtime is less than nine (9) hours. If the employee performs scheduled overtime in excess of nine (9) hours in one day they will not receive two (2) hours of "call back" overtime for that day.

ARTICLE 28

GRIEVANCE PROCEDURE

SECTION 1. The Employer and the Union recognize that disagreements will arise in a work situation. As a result, **employees and supervisors will attempt to resolve issues or other work related concerns informally and at the lowest level possible.**

The parties understand that if the matter is not resolved the employee has fifteen (15) workdays from the date of occurrence or awareness of the issue to file a formal grievance. The Employer recognizes that employees, groups of employees, the Union, or the Employer are entitled to file and seek resolution of grievances under the provision of the negotiated grievance procedure. The Employer agrees not to interfere with, restrain, coerce, or engage in any reprisal against an employee or Union representative for expressing their rights contained in this Agreement and Article.

SECTION 2. This procedure provides for the timely consideration of grievances. This article will be the exclusive procedure available to the Parties and the employees in the unit for resolving grievances. Any bargaining unit employee, group of employees or the Parties may file a grievance under this procedure. The Parties shall cooperate to resolve the grievance informally at the earliest possible time and at the lowest possible supervisory level.

SECTION 3. The response time at each step will be calculated from the beginning of the next working day after receipt of the grievance or presentation of a decision at the preceding step. If the deadline for any action in the Article falls on a Saturday, Sunday, federal holiday or non-workday, the deadline will be extended to the next workday.

SECTION 4. This Article establishes the exclusive procedure available to the employees in the unit, the Union, and the Employer for resolving all grievances which fall within its scope.

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

(1) Any claimed violation of subchapter III of Chapter 73 of Title 5 of the United States Code. This includes any violation

or disciplinary action relating to prohibited political activities or anything reasonably construed as a violation of the Hatch Act.

(2) Retirement, life insurance, health benefits, 401K and matter under the auspices of the Office of Workers' Compensation Program, U.S. Department of Labor

(3) A suspension or removal under Part 7532 of Title 5 of the United States Code (involving national security reasons),

(4) Any examination, certification or appointment of candidates for federal employment,

(5) The classification of any position which does not result in the reduction in grade or pay of an employee,

(6) Non-selection for promotion from a group of properly ranked and certified candidates,

(7) Termination of probationary employees,

(8) Equal Employment Opportunity Complaint,

(9) Matters appealable to the Merit Systems Protection Board (MSPB), including adverse actions (separation, change of lower grade) resulting from reduction in force,

(10) Non-adoption of a suggestion,

(11) Allegations of mismanagement,

(12) Any matter which both parties agree to raise to the Comptroller General for a decision,

(13) Letters of Caution.

b. An employee may not file a grievance and a formal EEO complaint on the same issue. If an employee raises a matter of concern through both the negotiated grievance procedure and the formal EEO complaints procedures, the first in time rule applies with the procedure pursued second being cancelled or dismissed.

SECTION 5. Grievances may be initiated by employees, either singularly or jointly or by the Union or by the Employer. Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy.

SECTION 6. If two or more employees initiate identical grievances where the basis for the grievance and corrective action being sought are identical, the Union, if it has been designated as the representative, will call the employees together and have them select one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all of the other identical grievances.

SECTION 7. Union grievances shall be filed in writing and submitted to the Weapons Division Labor Relations Officer. The Group/Product Director, or designee, shall respond within fifteen (15) working days of receipt of the grievance.

SECTION 8. Employer grievances shall be filed in writing with the Union President. The Union President shall respond within fifteen (15) working days of receipt of the grievance.

SECTION 9. The Union has the right to be represented in any discussion of formal grievances between Management and employees or employee representatives and to make known the views of the Union at the appropriate time, even if they are not acting as the employees designated representative at the time. The right to be present during such discussion grievances is subject to security and confidentiality requirements.

SECTION 10. The processing of employee grievances shall be as follows:

a. Step 1. Formal Stage: If the issue cannot be resolved informally between the employee and first level supervisor, the employee may initiate a formal grievance. The grievance is then submitted to the Department Head in their Supervisory Chain of Command of the nature of the grievance within 15 working days from the date of the occurrence or awareness of the incident being grieved. A copy will be provided concurrently to the Weapons Division Labor Relations Officer and the Union President. The grievance will be presented in writing, by the grievant or his/her representative and shall identify:

- (1) The basis for the grievance.
- (2) The date of the occurrence or awareness of the incident being grieved.
- (3) The corrective relief sought.
- (4) The nature of any efforts to resolve the issue informally.
- (5) The identity of the representative, if any.

An inquiry into the matter will be made by the Employer. Such inquiry will be accomplished within ten (10) working days following receipt of the grievance. The grievant, his representative, if any, and the Union President will be informed of the decision in writing within ten (10) working days from the date upon which the inquiry is completed.

b. Step 2. If the grievant is dissatisfied with the solution arrived at through Step 1, the grievance may be forwarded in writing to the Group/Product Director in their chain of command, Naval Air Warfare Center Weapons Division, Point Mugu, with a copy to the Weapons Division Labor Relations Officer, within five (5) work days of his/her receipt of the decision at the first step. The Group/Product Director or their designee may meet with the grievant, and his/her representative. A written decision on the grievance will be given to the grievant and the Union President within fifteen (15) working days after receipt of the grievance.

c. Step 3. If the grievance is not satisfactorily resolved at Step 2, the Union may request arbitration. A written request to go to Arbitration must be submitted to the Weapons Division Labor Relations Officer, within fifteen (15) workdays following receipt of the Step 2 decision.

(1) The Union and the Agency promote the utilization of Alternate Dispute Resolution (ADR) prior to initiating arbitration when both parties voluntarily agree. If the parties mutually agree to pursue ADR, the timeline for Arbitration suspends until conclusion of the ADR process. If no resolution is reached in ADR, the parties may choose to pursue Arbitration within the period remaining to invoke Arbitration.

SECTION 11. Full and open discovery of information pertinent to a grievance shall be the goal of the Union and the Employer. Requests for information by the Union will be put in writing and submitted to the Weapons Division Labor Relations Officer. Each request will clearly identify the information requested.

SECTION 12. The time limits in this Article may be extended by mutual agreement between the grievant, his/her representative and the Employer. A grievant may withdraw the grievance at any time. Failure of the Employer to observe the time limits for any step in the grievance procedure will entitle the grievant to present the grievance to the next step. The Employer will provide the Union President with a written explanation for the untimeliness of a response. The explanation will be signed by the official having action on the untimely response. If the grievant or his/her representative fails to observe the above stated timeframes, a determination regarding the timeliness will be made by the arbitrator, if arbitration is invoked by the union.

a. Upon the filing of a grievance, the Union representative shall be allowed to review any and all documentation allowable by law and regulation, considered to support the grieved action. Upon request, the Union will be provided a copy of any such material. This should be provided at the earliest possible time after requested in order for the union to respond to a grievance in a timely manner. If a request for information is not provided to the union and the information is needed to address a grievance response, a reasonable extension of time will be provided to the Union.

SECTION 13. If the grievant(s) resigns, dies, or is separated from the unit by any action before a decision is reached on the grievance, and no compensation issue is involved, action will be stopped and all interested Parties will be notified that because of the separation, the case is being closed without decision. The Union reserves the right to pursue within agreed time limits any grievance that is in the common good for other employees of the unit.

ARTICLE 29

ARBITRATION

SECTION 1. This Article establishes procedures for the arbitration of disputes between the Union and the Employer which are not satisfactorily resolved by the negotiated grievance procedure. If the Employer and the Union fail to resolve any grievance processed under the negotiated grievance procedure, either the Employer or the Union may within fifteen (15) workdays after issuance of a Step 2 final decision submit a written request for arbitration. Only the Employer or the Union may submit a grievance to arbitration.

SECTION 2. Within 10 working days from receipt of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of five (5) impartial persons qualified to act as arbitrators. The request to FMCS will include a brief statement of the issue(s) in dispute. If the parties cannot mutually agree on the statement to be provided, each party may submit a separate statement.

Within 10 working days from receipt of the list, the parties will confer, as appropriate, to choose an arbitrator. If they cannot mutually agree on one name from the list, the parties will alternately strike one name from the list until only one name remains. If one of the parties fails to confer with the other party within 10 workdays, the other party will move forward with the final selection. The FMCS shall be immediately notified of the selection.

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

SECTION 4. The arbitrator's award shall be limited solely to answering the question(s) put to him/her by the parties' submission. In the event the parties are unable to agree to a submission statement, the arbitrator shall be empowered to formulate his/her own statement of the issue(s) to be resolved.

The arbitrator's fee and expenses shall be borne by the losing party. The arbitrator shall determine the losing party. If there is a split decision in which neither party can be designated the

losing party, the arbitrator shall determine the percentage of arbitration cost to be paid by each party. Where the Union and the Employer mutually request a transcript or the arbitrator requests a transcript, the cost will be shared, otherwise the party requesting the transcript shall bear the expense. The Union and the Employer shall share equally the expense of any mutually agreed upon services.

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

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

SECTION 7. The arbitrator's decision is binding on the Parties; however, either Party may file an exception to the decision with the Federal Labor Relations Authority in accordance with the Statute. Disputes between the parties over the application of an arbitrator's award may be returned for clarification. The party seeking clarification shall bear the full cost of such clarification

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

ARTICLE 30

UNION FACILITIES

SECTION 1. The Employer will provide the Union with office space for its exclusive use to represent and service the bargaining unit employees and to conduct necessary union functions. If mission requirements or other matters require relocation of Union office space, the parties will identify appropriate space through negotiation. The Employer will provide reasonable and necessary on-base relocation and disposal services for Union furniture and items.

SECTION 2. The Employer will identify and provide conference room space for the Union's primary use. The Union will be the conference room primary owner of record, and control scheduling of other entities' use of the room. The Union will identify how scheduling will be with no less than twenty four (24) hours advance notice required. The Union will be provided a set of keys for union facilities. The employer (Facilities) would also retain keys to the Union's exclusive use spaces for use to access space in the event of an emergency or maintenance requirement. The Union may place appropriate supplies, furniture and employer provided lockable filing cabinets in the identified conference room space. The employer will consider providing additional storage cabinets to be placed in the conference room if the Union presents a bona fide need for those additional cabinets. Office janitorial service will be provided and will follow the cleaning schedule as established for the building. The Union will provide commercial internet services for their use.

SECTION 3. The Union office and conference room would remain in NAGE Union control for no less than three (3) years beginning from the date of the Union initial occupancy of the space. In the event that the Union has to relocate prior to the three (3) years agreed upon, the Union will be relocated to like accommodations, to include:

- a. Directory Signage
- b. An email notification will be sent to bargaining unit members informing them of the Union's new office location and contact information once the office relocation is complete.

c. The Employer will provide the Union with NMCI workstations and peripherals with IT support provided by NMCI representatives.

SECTION 4. The terms of the agreed Office Space MOU between management and the union dated 6-28-2023 is incorporated by reference.

ARTICLE 31

UNION DUES WITHHOLDING

SECTION 1. An employee of the unit may make a voluntary allotment for payment of Union dues by completing Standard Form 1187 and submitting it to the Payroll Office via the Union representative and the Weapons Division Labor Relations Officer. The allotment will be effective the first full pay period after the Standard Form 1187 has been received in the Payroll Office, provided the form is received by the Payroll Accounting Branch five (5) working days prior to the beginning of the pay period.

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

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

SECTION 4. The Union will notify the Weapons Division Labor Relations Officer, in writing, when a member who has authorized dues withholding is suspended or expelled from the Union.

SECTION 5. An employee may not revoke a dues withholding allotment for a period of one year from the effective date of the first initial allotment. Employees who have had a dues allotment in effect for one year may revoke their dues withholding at any time. Standard Form 1188 (Revocation Form) may be obtained from the Weapons Division Labor Relations Officer

SECTION 6. Whenever a revocation Standard Form 1188 is received by the Weapons Division Labor Relations Officer a copy of the completed form will be sent to the Union President.

SECTION 7. The Payroll Office will provide a bi-monthly remittance report to the Union president.

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

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

ARTICLE 32

PUBLICIZED AGREEMENT

SECTION 1. The Employer will post this Agreement and amendments to the Human Capital Management Group's website. The Union and Employer recognize the individual employee's responsibility of obtaining the current Agreement.

SECTION 2. The Employer shall initially furnish the Union a PDF version of the Labor agreement and a number of printed copies of the Agreement in booklet form equal to 10% of the number of bargaining unit employees represented by the Union. The expenses for printing and distribution of this Agreement and changes thereto will be borne by the Employer. The Union may post a copy of this Agreement on the approved boards.

SECTION 3. The Employer will give new employees an electronic copy of this Labor Agreement and associated changes, at the time the employee is being on boarded for employment. The Union will post an electronic copy of this agreement on the Union Teams Channel, or similar collaboration platform.

ARTICLE 33

DURATION OF AGREEMENT AND AMENDMENTS

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

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

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

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

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

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

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

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

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THIS AGREEMENT, executed on the ___ day of _____, 2024 by the Parties hereto as evidenced by the following signatures:

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

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

LINDA SPECTOR
Chief Negotiator

JENNIFER PORTERFIELD
Chief Negotiator

KEVIN MAYHUE
Negotiator

EDITH MADSEN
Negotiator

KRYSTI KAPTURKIEWICZ
Negotiator

K. A. HASH, Rear Admiral, U. S.
Navy Commander, Naval Air Warfare
Center Weapons Division

SIGNED THIS _____ DAY OF _____ 2024.