

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN

PUGET SOUND NAVAL SHIPYARD AND  
INTERMEDIATE MAINTENANCE FACILITY  
&  
INTERNATIONAL FEDERATION OF  
PROFESSIONAL AND TECHNICAL  
ENGINEERS, LOCAL 12

NEGOTIATED CONTRACT  
NEGOTIATED CONTRACT

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS  
LOCAL #12 & PUGET SOUND NAVAL SHIPYARD AND INTERMEDIATE  
MAINTENANCE FACILITY

**AN AGREEMENT**

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1 **PREAMBLE**

2  
3 This AGREEMENT is made by and between the Puget Sound Naval Shipyard and  
4 Intermediate Maintenance Facility hereinafter referred to as the "EMPLOYER" and the  
5 International Federation of Professional and Technical Engineers, Local No. 12,  
6 hereinafter referred to as the "UNION".  
7

8 The Federal Service Labor-Management Relations Statute, Title 5, Chapter 71 of the U.S.  
9 Code, which hereinafter will be referred to as "the Act", governs public employers and  
10 labor organizations in the matters of collective bargaining in the civil service.  
11

12 This collective bargaining agreement is intended to serve as a tool for supervisors,  
13 managers, UNION representatives, and employees to exchange information, meet and  
14 negotiate on appropriate matters not already covered, and to resolve disputes involving  
15 conditions of employment.  
16

17 The parties agree to the following Articles:  
18

19 **CHAPTER 1 – CONTRACT ADMINISTRATION**

20  
21 **Article 01 - GOVERNING REGULATIONS**

22  
23 **0101. IMPACT ON AGREEMENT.** In the administration of all matters covered by this  
24 AGREEMENT, officials and employees are governed by existing or future laws, and by  
25 existing regulations of appropriate authorities including policies set forth by the Federal  
26 Government.  
27

28 **0102. EXTENSION OF TIME LIMITS.** All time limits in this AGREEMENT may be  
29 extended by mutual agreement between the EMPLOYER and the Chief Representative  
30 for valid reasons provided that a request for extension is presented via the agreed upon  
31 official notification procedure.  
32

33 **Article 02 - RECOGNITION AND UNIT DESIGNATION**

34  
35 **0201. RECOGNITION.** The EMPLOYER recognizes that labor organizations and  
36 collective bargaining in the civil service is in the public interest. The EMPLOYER  
37 recognizes the UNION as the exclusive representative of all employees in the Unit. The  
38 UNION recognizes the responsibility of representing the interests of all such employees  
39 without discrimination and without regard to labor organization membership.  
40

41 **0202. UNIT DEFINED.** This Agreement applies to all graded professional employees as  
42 designated by Bargaining Unit Status (BUS) code 5585 and non-professional employees  
43 designated by BUS code 5550 in the field of engineering and related physical sciences,  
44 excluding supervisors and management officials.  
45

1  
2 **CHAPTER 2 – RIGHTS**  
3

4 **Article 03 - RIGHTS OF EMPLOYER**  
5

6 **0301. MANAGEMENT RIGHTS.** The right, functions, and authority to manage Shipyard  
7 operations and resources are vested in the EMPLOYER by the Act except as otherwise  
8 specifically designated or modified by express provisions of this AGREEMENT.  
9

10 **0302. EMPLOYER'S OBLIGATION.** The EMPLOYER acknowledges its obligation and  
11 responsibilities under Section 7106 of the Act.  
12

13 **0303. UNFAIR LABOR PRACTICES (ULP).** Section 7116(b) of the Act specifies those  
14 actions, which if taken by the UNION, would constitute a ULP. If the EMPLOYER believes  
15 that the UNION has committed a ULP and intends to file an allegation with the Federal  
16 Labor Relations Authority (FLRA), the EMPLOYER shall provide the UNION President a  
17 copy of the complaint 10 workdays prior to filing.  
18

19 **Article 04 - RIGHTS OF EMPLOYEE**  
20

21 **0401. STATUTORY RIGHTS.** Section 7102 of the Act defines an employee's statutory  
22 rights. Additionally, the freedom of an employee to assist the UNION shall include  
23 participation in the management of the UNION, except as limited by Section 7120(e) of  
24 the Act. If a conflict or apparent conflict of interest is alleged, the UNION may assign  
25 another representative to the matter and/or preserve the matter until after the allegation is  
26 resolved under appropriate procedures.  
27

28 **0402. REPRESENTATIONAL RIGHTS.** When an employee requests to consult with a  
29 UNION representative, the supervisor shall make arrangements for the employee to meet  
30 with a representative either through the designated area representative or through the  
31 Chief Representative.  
32

33 **0403. EEO COMPLIANCE.** The EMPLOYER and the UNION agree to support EEO  
34 protections with respect to all Employer/Employee relations, as required by law.  
35

36 **0404. VOLUNTARY DUES AUTHORIZATION.** Unit employees may have UNION dues  
37 deducted automatically by submitting a Standard Form 1187 to Payroll through the  
38 UNION. Such voluntary allotments shall become effective on the first pay period  
39 following receipt of the request.  
40

41 **0405. TERMINATION OF ALLOTMENT.** Unit employees may terminate voluntary  
42 allotment of UNION dues only as described in Section 7115 of the Act. Employees may  
43 terminate their UNION dues allotment by submission of a Standard Form 1188 (or  
44 facsimile) to the EMPLOYER (Payroll). Upon receipt, the EMPLOYER shall promptly  
45 forward a copy of the SF 1188 to the UNION. Employees may withdraw from the UNION  
46 any time after one full year of membership.  
47

1  
2 **Article 5 - RIGHTS OF UNION**  
3

4 **0501. RECOGNITION OF OFFICERS AND REPRESENTATIVES.** The EMPLOYER  
5 agrees to recognize the designated UNION Officers, the Chief Representative, Area  
6 Representatives and a Safety Representative identified by the UNION. Area  
7 Representatives will be the point of contact for employees and management in the  
8 representative's designated area. If there is more than one representative within a given  
9 area, the UNION shall designate one as the point of contact for all issues. Any UNION  
10 representative may be designated to represent employee(s) from any part of the Unit(s).  
11

12 **0502. OFFICER/AREA REPRESENTATIVE IDENTIFICATION.** The UNION shall  
13 maintain a current list of UNION officers and representatives, which shall be posted on  
14 the IFPTE Local 12 Intranet page.  
15

16 **0503. FULL TIME REPRESENTATIVES.** The UNION may designate up to three  
17 representatives for assignment to the UNION office. These representatives will be  
18 granted official time for all hours of each regularly scheduled workday to be devoted  
19 exclusively to work on Labor/Management Relations matters within the scope of this  
20 agreement and the Act. The UNION shall supply to the EMPLOYER (HRO), in writing, the  
21 names of the representatives, 10 days in advance of full time assignments. Before  
22 making full time assignments, the UNION agrees to seriously consider any views of the  
23 EMPLOYER on the impact of full time assignments.  
24

- 25 A. The UNION agrees to limit full time assignments at any time during the year if the  
26 duties performed do not justify a full time assignment.  
27
- 28 B. The EMPLOYER reserves the right to return the representative(s) to regular duties  
29 if the work situation in the representative's parent organization so requires. The  
30 EMPLOYER agrees to provide in writing to the UNION the reasons why the  
31 representative(s) must be returned to his/her parent organization.  
32
- 33 C. The representatives assigned to the UNION office may request a Flexitour or  
34 Compressed Work Schedule to improve availability to employees in the Units  
35 during non-duty hours. Both the employee's supervisor and the UNION President  
36 must agree to the approved work schedule.  
37

38 **0504. PROCEDURES FOR REPRESENTATIVES/UNION USE OF OFFICIAL TIME.**  
39 Official time during work hours will be authorized to permit UNION representatives to  
40 carry out their appropriate duties within the scope of this AGREEMENT and as allowed by  
41 Section 7131 of the Act. Overtime will not be authorized for this purpose.  
42

43 UNION representatives and employee meetings during working hours will be by  
44 scheduled appointment. The UNION representative will coordinate with his/her  
45 supervisor, the Unit employee, and the Unit employee's supervisor, to determine a  
46 mutually agreeable time and location. The UNION Representative will inform the  
47 supervisor of the nature of the business. Permission for the UNION representative to  
48 leave the job will be granted promptly unless such absence would cause an undue  
49 interruption of work.  
50  
51

1 **0505. UNION BUDGET.** The UNION shall be given a budget of official time for 5.5 Full  
2 Time Equivalents (FTEs) allocated for charging the three full time positions provided in  
3 0503 and other official UNION duties except as provided in 0506. These FTEs will be  
4 charged to the Engineering and Planning Department supplied Job Orders. Only UNION  
5 representatives may charge to the UNION budget.  
6

7 The Engineering and Planning Department shall provide a list of charges for review by  
8 the UNION on a bi-weekly basis. The UNION will identify to the Supervisor or  
9 Timekeeper potentially incorrect charges via e-mail within 10 workdays. The Engineering  
10 and Planning Department shall provide a list of Supervisors, Timekeepers and  
11 Department POCs to the UNION. If there is an incorrect charge that cannot be quickly  
12 resolved between the UNION and a Supervisor or Timekeeper, the charge will be moved  
13 from the UNION budget by the Engineering and Planning Department Timekeeper or  
14 Funds administrator until it can be adjudicated to the satisfaction of the UNION and the  
15 EMPLOYER.  
16

17 **0506. REPRESENTATIONAL OFFICIAL TIME.** Official time outside of the UNION  
18 budget will be authorized to permit UNION representatives, with the exception of the full  
19 time representatives designated in 0503, to perform their required legal representational  
20 duties in support of individual employees. This official time will also be charged to  
21 Engineering and Planning Department supplied Job Orders.  
22

23 **0507. OFFICIAL TIME FOR TRAINING.** Official time shall be provided to UNION  
24 representatives for training in Labor-Management Relations. Funds for training have  
25 been included in the overall UNION Budget.  
26

27 **0508. TUITION FOR TRAINING.** The EMPLOYER agrees that the UNION shall be  
28 allowed to utilize up to \$10,000 per fiscal year (allocated quarterly) of material budget for  
29 tuition and classroom materials to train in Labor-Management Relations.  
30

31 **0509. BUDGET ADJUSTMENTS.** These budgets and/or FTEs may be adjusted after  
32 mutual agreement between the UNION and the EMPLOYER showing the need for an  
33 adjustment. Charges involved with participation in LEAN events will be tracked to  
34 determine if a budget adjustment is warranted.  
35

36 **0510. USE OF SHIPYARD FACILITIES.** The EMPLOYER agrees to cooperate with the  
37 UNION in allowing the use of Shipyard facilities consistent with needs for implementation  
38 of labor-management matters. The EMPLOYER agrees to provide an office for the use of  
39 Local 12 with the following provisions:  
40

- 41 A. The office shall have telephone service with un-restrictive local access, access to  
42 DSN (or equivalent), and long distance service for official use. The phone  
43 numbers of the UNION office shall be listed in the EMPLOYER directory.  
44
- 45 B. The office shall be reasonably and ergonomically furnished. Furnishing shall  
46 include (but not be limited to) one computer per each full time representative with  
47 access to the EMPLOYER'S electronic mail system, Internet and Intranet access,  
48 conference room table and chairs.  
49  
50  
51

- 1 C. The UNION shall be permitted to operate computer telephone modems and/or fax  
2 equipment from the UNION office on phone lines other than the EMPLOYER  
3 phone and computer system.
- 4
- 5 D. The UNION shall not establish any connections between a UNION computer and  
6 any Department of Navy computer.
- 7
- 8 E. Access by UNION representatives shall be unlimited, except for reasons of  
9 security or safety, such as security lockdown, Shipyard closure or natural disaster.
- 10
- 11 F. Minimum square feet for the UNION office shall be 1,250 sq. ft.
- 12

13 **0511. UNION VISITORS.** Official visitors, who are not active employees of the Shipyard,  
14 shall be allowed escorted access into the shipyard upon approval of a request to the  
15 EMPLOYER by the UNION. Such visits shall be governed by security rules and  
16 regulations. Requests for visits by persons necessary to prepare for or participate in  
17 arbitration or other dispute resolution process will be arranged through HRO.

18

19 **0512. UNION REPRESENTATION.** The EMPLOYER agrees that the UNION shall be  
20 informed of and given the opportunity to be represented at, discussions between  
21 Management and employees or employee representatives concerning grievances,  
22 personnel policies and practices, or other matters affecting general working conditions in  
23 the Unit(s). This shall include indoctrination of new employees.

24

25 **0513. LWOP FOR UNION DUTIES.** After the employee gives advance notice, the  
26 EMPLOYER agrees to grant leave without pay in increments up to but not to exceed one  
27 year at a time (extensions are permissible) to any employee selected by the UNION to  
28 perform UNION duties unless it adversely affects the mission of the EMPLOYER. The  
29 EMPLOYER shall provide reason for denial in writing to the UNION. The employee(s)  
30 shall continue to accrue benefits in accordance with applicable law and regulation. A  
31 basic condition of approval for such LWOP requests shall be a reasonable expectation  
32 that the employee shall return to duty at the end of the UNION service period.

33

34 **0514. REQUESTS FOR INFORMATION (RFI).** The EMPLOYER acknowledges it's  
35 obligation to provide the UNION, upon request and, to the extent not prohibited by law,  
36 data which:

- 37
- 38 A. is normally maintained by the agency in the regular course of business,
- 39
- 40 B. is reasonably available and necessary to full and proper discussion,  
41 understanding, and negotiation of subjects within the scope of collective  
42 bargaining, and
- 43
- 44 C. does not constitute guidance, advice, counsel, or training provided for  
45 management officials or supervisors, relating to collective bargaining.
- 46

47 The UNION shall provide an e-mail request for information with a subject line of "RFI" to  
48 HRO Public Outlook Folder. The request shall include the reason for the request and  
49 provide sufficient detail in order to determine the EMPLOYER's obligation to provide the  
50 information. HRO shall provide the information within 10 workdays of receipt of the  
51 request or reply with an expected completion date if unable to comply within the

1 timeframe. An explanation in writing shall be provided to the UNION for any denied  
2 requests.

3  
4 **0515. UNFAIR LABOR PRACTICES (ULP).** Section 7116(a) of the Act specifies those  
5 actions, which if taken by the EMPLOYER, would constitute a ULP. If the UNION believes  
6 that the EMPLOYER has committed a ULP and intends to file an allegation with the  
7 Federal Labor Relations Authority (FLRA), the UNION shall provide the Shipyard  
8 Commander a copy of the complaint 10 workdays prior to filing.

## 9 10 **CHAPTER 3 – SAFETY & HEALTH**

### 11 12 **Article 6 - SAFETY AND HEALTH**

13  
14 **0601. OBJECTIVES.** The EMPLOYER will provide safe and healthful work areas for  
15 both on-station and field assignments. To this end, the EMPLOYER will maintain a  
16 Safety and Health Program in compliance with applicable Occupational Safety and Health  
17 Act law, regulation, and the Navy Occupational Safety and Health (NAVOSH) Instruction  
18 (OPNAVINST 5100.23). The EMPLOYER's Safety and Health Program is published in  
19 NAVSHIPYDPUGETINST P5100.66, Occupational Safety and Health Manual. The  
20 UNION will appoint a Safety Representative as the primary point of contact for safety  
21 issues that arise. The EMPLOYER and the UNION support the Voluntary Protection  
22 Program (VPP). The UNION shall appoint a full time representative for VPP. The VPP  
23 program shall provide funding for the VPP representative.

24  
25 **0602. ACCIDENT NOTIFICATION.** The UNION President and Safety Representative  
26 shall be notified promptly of all accidents via the Employer's normal accident reporting  
27 system(s). The UNION may request a copy of the Accident Report and the EMPLOYER  
28 will respond in accordance with its obligation under the Labor Management Relations  
29 Statute.

30  
31 **0603. REPORTING UNSAFE CONDITIONS.** . When there are perceived unsafe or  
32 unhealthful conditions observed by an employee he/she should report them to the  
33 cognizant area supervisor or the EMPLOYER's Occupational Safety and Health Office. If  
34 an employee encounters a work situation, which the employee considers to present an  
35 undue risk, the employee shall report the unsafe condition to the cognizant area  
36 supervisor or Code 106, and shall not proceed without being provided proper precautions.

37  
38 **0604. EMERGENCY MANAGEMENT.** The EMPLOYER shall maintain an Emergency  
39 Management-Disaster Response Plan, NAVSHIPYDPUGETINST P3440.10. The Plan  
40 will provide direction and procedures for dealing with emergency situations such as  
41 natural (e.g. earthquakes, fires or floods) or man-made (e.g. terrorist or radiological  
42 emergencies) disasters. The EMPLOYER shall keep employees informed of the Plan  
43 and required actions and/or responsibilities.

44  
45 **0605. EMERGENCY CARE.** Prompt ambulance service and first aid to injured  
46 employees shall be provided on all shifts.

47  
48 **0606. PERSONAL PROTECTIVE EQUIPMENT (PPE).** The EMPLOYER agrees to  
49 provide all necessary personal protective equipment required by law to perform duties as

1 assigned. This includes, but is not limited to, hard hats, flashlights, earplugs, eye  
2 protection (including prescription safety glasses), and safety shoes.

3  
4 **0607. ERGONOMICS.** The EMPLOYER and the UNION acknowledge the need to  
5 promote good ergonomics in the workplace. The Shipyard's ergonomic program is  
6 currently contained in Volume II, Chapter 13 of NAVSHIPYDPUGETINST P5100.66,  
7 Occupational Safety and Health Manual.

## 8 9 **CHAPTER 4 – WORK HOURS & PAY**

### 10 11 **Article 7 - HOURS OF WORK**

12  
13 **0701. WORK SCHEDULES.** The Standard Work Schedule is defined in Paragraph A.  
14 Upon Supervisory approval, employees may select from the following alternate work  
15 schedules:

16 Flexitour Work Schedule as defined in Paragraph B.

17 Compressed Work Schedule as defined in Paragraph G.

18  
19 A. **STANDARD WORKWEEK AND HOURS.** The normal workweek shall consist of  
20 five consecutive eight hour workdays where the major portion of the eight-hour  
21 workday fall Monday through Friday. The regular scheduled day shift workday  
22 shall consist of eight hours of work, which normally shall be from 7:20 a.m. to  
23 11:38 a.m. and from 12:20 p.m. to 4:02 p.m. Where back shift is required, the  
24 workday should consist of eight hours of work which shall normally be as follows:  
25 Swing Shift - from 3:42 p.m. to 7:50 p.m. and from 8:20 p.m. to 12:12 a.m.; or  
26 Graveyard Shift - from 12:00 a.m. (midnight) to 8:00 a.m.

27  
28 B. **FLEXITOUR SCHEDULE.** The workweek for all employees on a flexitour work  
29 schedule shall consist of 8 hour days, 40 hours per week on 5 consecutive days,  
30 Monday through Friday. The flexitour workday is established as shown below:

31

6:00 to 8:20 Flexible	8:20 to 2:30 Core Hours	2:30 to 5:20 Flexible
--------------------------	----------------------------	--------------------------

32  
33 The employee shall select:

- 34 1. A fixed start time between 6:00 am – 8:20 am  
35 2. A fixed stop time between 2:30 pm – 5:20 pm  
36 3. A fixed lunch period between 11:30 am and 12:30 pm selected as follows:  
37  
38 a. For start times before 7:20 am, the employee shall select a lunch period  
39 of not less than 30 or greater than 60 minutes (in six minute increments)  
40 b. For start times between 7:20 am and 8:20 am, inclusive, the employee  
41 shall select a lunch period of not less than 20 or greater than 60 minutes (in  
42 six minute increments)

43  
44 **NOTE 1:** Occasionally, on a case basis, for a short-term duration, a supervisor may allow  
45 an employee to work through lunch in order to odd shift.

46  
47 **NOTE 2:** When using a 20 minute lunch, work hours may need to be adjusted to ensure  
48 that the employee is in a pay status for a total of 8 hours for each day, when leave is used

1 or overtime required.

2  
3 **NOTE 3:** Special provisions are allowed for worker/driver bus drivers as defined by  
4 separate Shipyard policy.

5  
6 C. **WORK STATUS.** All employees must be in a work or official leave status, with the  
7 exception of a duty free lunch period, during core hours unless a core hour  
8 deviation is approved.

9  
10 D. **FLEXITOURS.** Each employee who requests a flexitour work schedule shall  
11 provide his/her desired schedule to the supervisor. The start time and lunch period  
12 of each day of the flexitour shall be the same. An employee may request to  
13 change his/her pre-selected time at the start of the month. This must be  
14 accomplished by notifying his or her supervisor no later than 10 workdays prior to  
15 the start of the month. The supervisor shall notify the employee, prior to the start  
16 of the month of the approval or denial of the flexitour request.

17  
18 E. **SHORT TERM FLEXITOUR CHANGE.** Prior to a given day, the employee, with  
19 supervisory approval, may change the flexitour schedule. The change in times  
20 shall be within the bounds of the hours established for flexitours. For sudden  
21 unexpected situations demanding immediate attention, the flexitour for that day  
22 may be changed by the employee, with supervisory approval, within the hours of  
23 work specified for flexitours.

24  
25 F. **CORE HOURS DEVIATION.** A deviation in core hours must be justified by  
26 circumstances, which are considered to be in the best interests of the mission of  
27 the Shipyard and not for the employee's convenience, with the exception of a  
28 requested duty free (non-paid) lunch period. When an employee requests a core  
29 hour deviation, the supervisor shall use the same criteria for approving a deviation  
30 as for approving annual leave.

31  
32 G. **COMPRESSED WORK SCHEDULE.** Upon approval of the Supervisor, employees  
33 may select compressed work schedule (CWS) of either a 5/4/9 or a 4/10 schedule  
34 with a prearranged start time of 0600, 0620, 0700, 0720, 0800, or 0820. The days  
35 off are fixed for each employee, but varied among employees to ensure continuity  
36 of operations. The employee shall select a fixed lunch period of 30 to 60 minutes  
37 (in six minute increments) as approved. Occasionally, on a case basis, for a  
38 short-term duration, a supervisor may allow an employee to work through lunch in  
39 order to odd shift. A 20-minute lunch may be requested for any shift beginning at  
40 7:20 am or later.

41  
42 **NOTE 4:** When using a 20 minute lunch, work hours may need to be adjusted to ensure  
43 that the employee is in a pay status for a total of 8 hours for each day, when leave is used  
44 or overtime required. No shift shall be approved that ends after 1800.

45  
46 H. **TIMEKEEPING.** Employees participating in FWS or CWS shall be required to sign  
47 in and out daily on a time and attendance sheet. Employees working a Standard  
48 Shift (i.e. 7:20 to 4:02) shall not be required to sign in or out.

49  
50 I. **SCHEDULE REVIEW.** For Alternate (FWS or CWS) Work Schedule requests the  
51 immediate supervisor shall give the employees their choice of schedules in order

1 of seniority, beginning with the oldest unadjusted service computation date, giving  
2 due consideration to ensuring adequate coverage of work. If new employees enter  
3 a work unit or new schedules are requested, the choice of schedules shall be  
4 reviewed on the 1st of January each year with the choice based on seniority  
5 considering qualifications. Employees changing assignments (i.e. new supervisor)  
6 need to request an alternate work schedule, if desired, with their new supervisor.  
7

8 **J. TEMPORARY DUTY AND TRAVEL.** Personnel on temporary duty shall follow  
9 hours of work in effect at the TDY activity when TDY requires interface with on site  
10 personnel. Other situations shall be as approved by their supervisor prior to TDY,  
11 as appropriate in the performance of their assigned duties. Normally during  
12 periods of travel, the employee's schedule shall be such that the hours required for  
13 travel shall coincide with the employee's pre-selected work schedule.  
14

15 **K. SHORT TERM SPECIAL CIRCUMSTANCE MODIFICATION.** It is recognized  
16 that for special circumstances of short duration, such as, training, re-qualifications  
17 and physical exams, or support for a particular work project, the supervisor may  
18 modify an employee's arrival and departure times.  
19

20 **L. SHIFT CHANGE.** When an employee's work schedule is changed, or the  
21 employee is assigned to another standard shift, the EMPLOYER shall endeavor to  
22 provide at least seven days advance notice and to effect such change for a  
23 minimum of two full weeks. Shift changes shall not normally be directed where the  
24 employee shall have less than sixteen hours off before recommencing work. The  
25 UNION recognizes circumstances occur which requires the EMPLOYER to move  
26 manpower to other work schedules with little or no advance notice.  
27

28 **0702. NON-STANDARD WORK SCHEDULES.** In accordance with 5 CFR Section  
29 610.121, the EMPLOYER has the right to establish non-standard shifts and workweeks  
30 for:

- 31
- 32 A. Work scheduled to accomplish the mission of the Shipyard;
  - 33
  - 34 B. Work scheduled to correspond with actual work requirements.
  - 35

36 The non-work days of employees will be consecutive. Assignments to non-standard  
37 workweek/shifts will be made using volunteers to the extent practical. Consideration will  
38 be given to those employees adversely impacted by assignment to a non-standard  
39 workweek/shift. The EMPLOYER recognizes its obligation to notify the UNION when  
40 exercising its rights under 5 USC 7106 and 5 CFR Section 610.  
41

42 **0703. VARIATION IN OVERTIME WORK SCHEDULES.** The EMPLOYER agrees that  
43 variations in overtime work schedules shall be considered upon written request of the  
44 employee. Among the factors that shall be considered are work requirements, the degree  
45 and extent of the variation requested, the necessity for supervision, and the employee's  
46 reasons for such request. Normally the supervisor's response shall be in writing.  
47

48 **0704. ADJUSTMENT OF WORK SCHEDULE FOR RELIGIOUS OBSERVANCES.**  
49 When the employee's personal religious beliefs require that the employee abstain from  
50 work during certain periods of the work day or work week, the EMPLOYER shall afford  
51 the employee the opportunity to work and use compensatory time in accordance with 5

1 CFR 550.1002 to the extent that such arrangements do not interfere with the  
2 EMPLOYER's mission.

3  
4 **0705. ASSIGNMENT TO BACKSHIFTS.** Assignments to back shifts shall be made as  
5 fairly and equitably as practical while ensuring the mission requirements of the Shipyard  
6 are met. In addition it is agreed that the EMPLOYER shall determine the codes, numbers  
7 of employees, job ratings, qualifications, when assigning Unit employees to back shifts.  
8 The EMPLOYER shall give consideration to those employees desiring to further their  
9 education when making shift assignments. Selections from among employees meeting  
10 the assignment requirements shall be made in accordance with the following:

- 11
- 12 A. **Volunteers.** When vacancies occur on back shifts, qualified volunteers shall be  
13 given first consideration for the assignment. If the number of qualified volunteers  
14 exceeds the number of vacancies, seniority shall be used in selecting volunteers.  
15 Seniority shall be determined by use of unadjusted service computation dates.  
16 The EMPLOYER shall start with the most senior qualified volunteer, and shall  
17 rotate through the seniority list in offering shift assignments. Once a volunteer  
18 receives an assignment, s/he shall not be eligible for consideration until a full  
19 rotation of the volunteers on the volunteer list has occurred.
  - 20
  - 21 B. **Identification of volunteers.** The EMPLOYER shall maintain ongoing volunteer  
22 lists for work units that are working back shifts. Employees are responsible for  
23 notifying their supervisor of their desire to be included on (or removed from) the  
24 volunteer list. Volunteer lists shall be made available to the UNION upon request  
25 for applicable work units.
  - 26
  - 27 C. **Non-volunteers.** If an insufficient number of volunteers are available for the back  
28 shift assignment, the EMPLOYER shall start with the least senior qualified  
29 employee, and shall rotate through the seniority list of qualified employees in  
30 inverse order in making the back shift assignments. Once a non-volunteer  
31 receives an assignment, the employee shall not be considered for a further  
32 involuntary shift assignment until a full rotation of the seniority list has occurred.  
33 Employees may be excused from an assignment if sufficient justification of a  
34 hardship is provided. In those cases, employees will retain their position in the  
35 rotation for future consideration.
  - 36
  - 37 D. **Exceptions and limitations.** It is understood that in some limited circumstances  
38 assignment to a shift may be justified without the use of seniority in order to meet  
39 the mission of the Shipyard due to such factors as the Employee's current or near-  
40 future critical job assignment. But in no case shall the EMPLOYER not consider  
41 volunteers first.
  - 42

43 **0706. ADMINISTRATIVE EXCUSALS.** Shipyard policy is to remain open and operating  
44 at all times regardless of the weather conditions. All employees shall assume the  
45 Shipyard is operating as usual unless other instructions have been broadcast by the  
46 EMPLOYER on AM radio stations KIRO, KOMO or TV news broadcasts from KOMO-4,  
47 KING-5, and KIRO-7. The Shipyard Commander is the only official authorized to curtail  
48 operations and establish leave policy during these extreme weather conditions or other  
49 unforeseen events. If an employee determines commuting to work is unsafe, he/she  
50 should contact supervision and request annual leave. The supervisor may approve

1 tardiness or brief absences during the workday provided the reason for the absence is  
2 acceptable. Such absence may not exceed 30 minutes duration.

3  
4 Shipyard employees assigned to work at another Naval activity in the Pacific Northwest  
5 with the exception of employees whose duty station is Everett shall report to work at the  
6 Shipyard if that activity closes, or they may request annual leave if travel conditions to the  
7 Shipyard appear unsafe. Conversely, if the Naval activity remains open and the Shipyard  
8 closes, then the Shipyard employee would continue to work at the Naval activity to which  
9 assigned. The EMPLOYER will provide post closure notification to the UNION following  
10 Shipyard closure due to weather or other unforeseen events upon return to work.

11  
12 When administrative excusal is authorized by the Shipyard Commander because of  
13 extreme weather conditions, breakdown of equipment, fires, floods, or other natural  
14 phenomena, as authorized by regulations, all employees who are eligible for  
15 administrative excusal who are on duty at the time such leave is granted, and the  
16 EMPLOYER has determined that his/her services are not specifically required, will be  
17 granted administrative leave.

18  
19 **0707. TELECOMMUTING POLICY.** Telecommuting is an option that shall be utilized  
20 when it is mutually beneficial to the employee and the EMPLOYER and the employee is  
21 able to do assigned work off-site. It is the intent of the UNION and the EMPLOYER that if  
22 telecommuting is individually approved as mutually beneficial that the DOD Telework  
23 Policy will be followed.

24  
25 **0708. AUTOMATED ACCESS CONTROL SYSTEM.** The following guidelines apply to  
26 the EMPLOYER'S operation of the Automated Access Control System (AACS) or  
27 "turnstiles":

28  
29 The AACS shall not be used for timekeeping purposes. The purpose of the AACS is for  
30 security matters. Requests for AACS information shall be via official requests. When  
31 such official requests are made for AACS data on bargaining unit employees for  
32 administrative purposes, copies of those requests shall be forwarded to the affected  
33 employee and the UNION. This does not apply to requests for AACS made under the  
34 provisions of the Freedom of Information Act, Privacy Act, or those initiated by the  
35 security Offices, criminal investigators, Internal Review Office, or Legal Office. At such  
36 point that any related criminal investigation is completed or the decision is made to  
37 handle a matter through administrative action, the employee and the UNION shall be  
38 notified of the request for information.

39  
40 The UNION acknowledges that the determination as to who may be granted access into  
41 controlled spaces is exclusively that of the EMPLOYER. The EMPLOYER shall assure  
42 that the area around the AACS badge reader will be properly lighted 24 hours a day and  
43 that the badge reader will have weather protection.

44  
45 The EMPLOYER shall maintain a working telephone in unmanned AACS badge reader  
46 areas, which may constitute an entrapment hazard and shall assure timely response to  
47 an emergency relating to an employee being stuck in a passage controlled by an AACS  
48 badge reader.

49  
50 The EMPLOYER shall process written employee claims for compensation for time an  
51 employee is retained in or kept out of areas controlled by AACS as a result of security or

1 other drills, power outages, or inoperable AACS equipment. Such claims must be  
2 submitted in writing to an employee's immediate supervisor or designee and will include  
3 all pertinent facts.

4  
5 The EMPLOYER shall provide prompt approval or disapproval of the claim. Disapproval  
6 may be grieved through the Negotiated Grievance Procedure. Employees whose access  
7 is blocked by inoperable equipment are expected to make other reasonable efforts to gain  
8 proper entry to their work area, using methods such as contacting nearby security  
9 personnel or contacting his/her supervisor or coworker. Employees will be given oral  
10 and/or written notice of areas to which they have access privileges. They will be given  
11 similar notice when their access to a controlled area is being withdrawn.

## 12 13 **ARTICLE 8 - OVERTIME AND PAY**

14  
15 **0801. FAIR LABOR STANDARDS ACT (FLSA).** Overtime pay for employees in the  
16 units shall be based on the employee's assigned FLSA designation in accordance with  
17 the July 20, 2001, 2nd Supplemental Agreement, including the attachments, to the July  
18 1995 Global Memorandum of Understanding between NAVSEA 04 and IFPTE.

19  
20 **0802. ASSIGNMENTS OR RELEASE.** Overtime shall be assigned fairly and without  
21 discrimination among qualified employees in accordance with their skills and familiarity  
22 with the work giving first consideration to employees currently assigned to the work. An  
23 employee will, upon request, be released from overtime assignment provided the reasons  
24 are valid and another qualified employee familiar with the work is available for the  
25 overtime. The EMPLOYER will make existing records of overtime for employees in the  
26 Units available to the UNION, upon it's request, to aid in settling grievances. It is mutually  
27 agreed that all overtime will be kept to a minimum necessary to meet Shipyard  
28 commitments. The EMPLOYER further agrees, normally, not to work the employee over  
29 thirteen consecutive days or more than sixteen hours per day.

30  
31 **0803. MEAL BREAK.** During overtime assignments the EMPLOYER shall, upon  
32 request, release employees from their assignment for a reasonable duty free (non-paid)  
33 period to enable the employee to obtain food.

34  
35 **0804. CALL BACK.** An employee called back or scheduled to work outside their  
36 regularly scheduled tour of duty shall be paid a minimum of two (2) hours pay at the  
37 applicable overtime or holiday rate of pay, regardless of whether or not the employee is  
38 required to work the entire two (2) hours. This provision does not apply to overtime work  
39 adjoining (either immediately before or immediately after) the regularly scheduled work  
40 shift.

41  
42 **0805. EMPLOYEE NOTIFICATION.** An employee proposed by the EMPLOYER to work  
43 overtime will be notified of the intent when the overtime request is submitted for approval  
44 by the supervisor. The UNION recognizes that in some cases, such as the breakdown of  
45 equipment or absence of employees, little or no advance notice may be possible. The  
46 EMPLOYER agrees to consider an employee's hardship when assigning short-notice  
47 overtime.

48  
49 **0806. STANDBY DUTY.** When an employee performs standby duty as defined in 5 CFR  
50 551.431 for a period of twenty-four continuous hours or more, the employee will be paid  
51 for sixteen of the twenty-four hours (commonly referred to as the two-thirds rule) or for the

1 actual hours worked if more than sixteen. Authorized Shipyard officials must order  
2 standby duty. Such official authorization will be made in advance of the standby duty,  
3 and in the case of standby duty on vessels underway, will normally be authorized in  
4 writing on the travel orders. Where standby duty is not authorized in advance on the  
5 travel orders, the EMPLOYER will designate an individual on the trip who will have  
6 authority to approve standby duty if warranted by unanticipated circumstances.  
7

8 **0807. CELL PHONES AND PAGING DEVICES.** An employee may be required to carry  
9 an EMPLOYER provided pager/cell phone, or respond to telephone calls during off duty  
10 hours as defined in 5 CFR 551.431. An employee shall not be required to provide the  
11 EMPLOYER with his or her personal pager number or cell phone number unless that  
12 number is the only means of contacting the employee at home. Assignment to carry a  
13 cell phone or pager will be made as fairly and equitably as practical while ensuring the  
14 mission requirements of the Shipyard are met. Assignments shall be rotated among  
15 qualified employees and consideration given to duration of assignment to not unfairly  
16 restrict employees for extended periods of time. When an employee is paged or called  
17 for technical assistance outside the employee's paid hours of work, that employee will be  
18 compensated for actual hours worked in accordance with applicable overtime and pay  
19 regulations (e.g. time must be greater than six minutes). Authorization to earn overtime  
20 for telephone technical assistance must be made in advance (for example: contacted by  
21 supervisor or assigned by a duty call list and contacted by an authorized representative of  
22 the EMPLOYER).  
23

24 **0808. PROMPT PAYMENT.** The EMPLOYER agrees to promptly certify time and  
25 attendance and to promptly take any appropriate personnel actions in order to ensure  
26 correct pay for employees. Resolution of pay disputes and correction of pay problems  
27 will be given the highest priority by the EMPLOYER. The EMPLOYER agrees to facilitate  
28 correction and payment of pay problems through the supporting DFAS office and/or  
29 Regional Human Resources Offices. Reimbursement of interest and cost shall be in  
30 accordance with law, rule, and regulation.  
31

32 **0809. PAY CAP POLICY.** For FLSA Exempt employees the EMPLOYER shall make  
33 every effort to avoid continued work assignments that result in employees working without  
34 compensation.  
35

36 **0810. HAZARD PAY.** Regulations pertaining to the payment of hazard differential for  
37 General Schedule employees are contained in 5 CFR 550.901.  
38  
39

## 40 **CHAPTER 5 – HOLIDAYS & LEAVE**

### 41 **Article 9 - HOLIDAYS**

42 **0901. PRESCRIBED HOLIDAYS.** All employees in the Units shall be entitled to all  
43 holiday benefits, which are now, or will be in the future, prescribed by law or Executive  
44 Order.  
45  
46

47 **0902. HOLIDAY EXCUSAL.** When the EMPLOYER receives notice of an Executive  
48 Order too late to excuse those persons ordered to be excused, the EMPLOYER will  
49 consider granting equivalent time off, without charge to annual leave (i.e., administrative  
50

1 leave), when compatible with the Shipyard's mission requirements and not prohibited by  
2 the Executive Order.

3  
4 **0903. HOLIDAY CLOSURES.** For closures during Holiday periods, the Shipyard may  
5 choose to curtail operations:

- 6
- 7 A. on Monday immediately preceding a holiday on a Tuesday,
- 8
- 9 B. on Friday immediately after a holiday on a Thursday,
- 10
- 11 C. for the Christmas Holiday period, which shall be no more than five consecutive  
12 workdays.
- 13

14 The EMPLOYER will endeavor to notify the UNION of any planned Holiday Closures by 1  
15 April. This advance notice will allow employees to plan leave schedules. If the  
16 necessity for curtailment is determined after 1 April, the EMPLOYER will allow employees  
17 to adjust their planned leave schedules to accommodate the closure periods. The  
18 EMPLOYER shall close all work operations from the end of swing shift. Operations shall  
19 resume at the beginning of the Graveyard shift. Despite the closure of operations,  
20 employees whose services are necessary to protect and maintain facilities, or who are  
21 required to perform certain critical operations shall be required to work during the period  
22 of the closure. The EMPLOYER shall limit the number of persons identified for such  
23 purposes to only those necessary to accomplish such tasks.

24  
25 Employees shall be charged annual leave for holiday curtailment periods, unless the  
26 employee submits an Application for Leave (SF-71) for Compensatory Time or Leave  
27 Without Pay (LWOP) during the curtailment to preserve annual leave for other planned  
28 leave/vacations. Employees may not use compensatory time or LWOP for the closure if it  
29 results in the forfeiture of annual leave (Use-or-Lose). Requests for leave should be  
30 submitted in accordance with the time frame established by the EMPLOYER's published  
31 Notice.

32  
33 The EMPLOYER shall provide the UNION a list of functions or jobs that require  
34 employees to work during the curtailment no later than 10 workdays before the start of  
35 the curtailment. Any changes to the initial notification shall be provided to the UNION no  
36 later than the start of the curtailment.

37  
38 Any employees volunteering to work the curtailment must notify their first line supervisor  
39 in writing at least 10 workdays prior to the curtailment. The first line supervisor shall make  
40 a reasonable attempt to first assign work to employees who volunteer. Added  
41 consideration should be given to volunteers who, through no fault of their own have  
42 insufficient leave to cover the closure period, i.e., new employee, medical or other family  
43 emergency, etc. It is recognized that these employees may not be working in their normal  
44 work areas or performing their normal job duties.

45  
46 For non-volunteers, the EMPLOYER shall notify all employees who are required to work  
47 the holiday curtailment at the earliest possible date. The EMPLOYER shall ensure that  
48 employees have a minimum of 10 workdays advance written notice. In  
49 emergent/unforeseen situations, the EMPLOYER shall provide a verbal notification to the  
50 employee.

51

1 In the event that an employee is called in to work for all or part of the period of the  
2 Christmas holiday curtailment, that employee shall be allowed to carry over annual leave  
3 above the 240 hour limit, equal to the number of hours required to work. In that event,  
4 employee's supervisor shall notify their administrative officer on or before the 3rd Friday  
5 in January.

6  
7 Employees who do not want to work during a curtailment period, and who, through no  
8 fault of their own have insufficient leave to cover the curtailment period, i.e., new  
9 employee, medical or other family emergency, etc., may request additional work to earn  
10 compensatory time for the curtailment period. The EMPLOYER shall make a reasonable  
11 attempt to find available work for these employees. In order to receive full consideration  
12 for compensatory time, employees should notify the first level supervisor of the request to  
13 earn compensatory time as soon as possible. The EMPLOYER shall advise employees  
14 whether or not their request shall be accommodated as soon as possible. It is recognized  
15 that these employees may not be working in their normal work areas or performing their  
16 normal job duties.

17  
18 The EMPLOYER shall assure that sufficient emergency personnel (medical, fire, police,  
19 etc.) are provided to adequately support the employees required to work during the  
20 closure.

21  
22 The EMPLOYER shall not take official or unofficial administrative action against any  
23 employee until a UNION representative has been provided. A UNION callback list shall  
24 be provided 10 workdays in advance of the curtailment.

25  
26 The EMPLOYER shall make available close-in parking for all employees who are  
27 required to work during the curtailment period. Close-in parking shall be available on a  
28 first come first served basis. Information relating to the use of parking availability, a gate  
29 plan, bus or taxi availability, shall be addressed in separate instructions to be issued by  
30 the EMPLOYER no later than 10 workdays prior to curtailment.

31  
32 Employees assigned to Temporary (TDY) sites, which plan a curtailment of more than  
33 two workdays, may request to be returned home for the period of curtailment unless they  
34 are required for work.

35  
36 Employees on TDY at designated curtailment sites that are not required for work, and  
37 who intend to remain at the TDY site for the period of curtailment, may not receive per  
38 diem (meals and incidental expense) or car rental reimbursement for the period of the  
39 curtailment (Joint Travel Regulations, part C4563).

40  
41 Employees occupying contract housing that is leased by PSNS shall not have their  
42 housing affected by the lack of per diem during the curtailment period.

43  
44 If employees personal belongings need to be moved prior to the curtailment period,  
45 employees shall be notified 10 workdays in advance and given official time to move to  
46 another housing unit provided by the EMPLOYER. Employees occupying PSNS contract  
47 housing who are traveling home during the shut down from TDY locations shall not have  
48 their personal belongings moved out of their rooms during their absence.

49

1  
2 **ARTICLE 10 - SICK LEAVE AND FAMILY LEAVE**

3  
4 **1001. LEAVE ENTITLEMENT.** The EMPLOYER shall grant sick and Family and  
5 Medical leave in accordance with 5 CFR 630.401 for sick leave and 5 CFR 630.1203 for  
6 Family and Medical leave.

7  
8 **1002. FAMILY AND MEDICAL LEAVE.** An employee shall be entitled to a total of  
9 twelve administrative work weeks of LWOP during any twelve month period in  
10 accordance with 5 CFR 630.1203.

11  
12 **1003. MEDICAL APPOINTMENTS.** Absence for examination or treatment shall be  
13 arranged in advance with the employee's supervisor. Sick leave for such purposes shall  
14 be approved subject to the employee's submittal of a properly completed SF-71 form in  
15 advance of the examination or treatment on which the employee certifies that such  
16 examination or treatment will be received from or directed by a qualified health care  
17 provider (as defined in 5 CFR 630.1202). It is agreed that the supervisor must be  
18 furnished enough information to permit adjudication of the sick leave request. Employees  
19 may discuss reasons for their absence privately with the supervisor, who may approve  
20 the request on the basis of the discussion rather than on a detailed written record on the  
21 sick leave application

22  
23 **1004. RELEASE FROM WORK.** When an employee becomes ill at work and requests  
24 sick leave, the supervisor may release the employee without checking out through the  
25 Dispensary.

26  
27 **1005. EMPLOYEE MEDICAL CERTIFICATION.** Medical certification is not required  
28 unless there is an indication an employee is abusing sick leave benefits, the employee is  
29 on a medical certification requirement, or as otherwise required by law.

30  
31 **1006. MEDICAL CERTIFICATION REQUIREMENT** If there is reason to believe the  
32 employee is abusing sick leave privileges, the EMPLOYER will advise the employee of  
33 the questionable sick leave record and why the employee is suspected of abusing sick  
34 leave. The employee will also be advised that if the record does not improve, a medical  
35 certificate may be required for each future absence on sick leave. The medical  
36 certification requirement letter will advise the employee that all future requests for sick  
37 leave must be supported by a medical certificate.

38  
39 **1007. MEDICAL CERTIFICATION REVIEW.** After a six month period from the date of  
40 issuance, the employee or the UNION with the approval of the employee involved may  
41 request that the EMPLOYER review the medical certification requirement. If the  
42 EMPLOYER determines that the restriction is no longer necessary, the restriction shall be  
43 removed and the employee shall be notified in writing.

44  
45 The EMPLOYER will review the medical certification requirement annually prior to the  
46 anniversary of issuance to make a determination if there has been substantial  
47 improvement in the employee's sick leave usage. If the review results in continuance of  
48 the requirement, the employee will be formally notified of the decision on or before the  
49 anniversary date of issuance. If the EMPLOYER does not issue notification of  
50 continuance, the letter of requirement will be considered canceled. The EMPLOYER

1 agrees that the previous record will not be referred to or introduced as evidence in  
2 determining further abuse of sick leave.

3  
4 **1008. ACCEPTANCE OF MEDICAL CERTIFICATION.** It is further agreed that notice of  
5 questionable sick leave record shall not be based on sick leave absences, which have  
6 been validated with medical certificates, or for the day the EMPLOYER has sent the  
7 employee home sick.

8  
9 **1009. LONG-TERM SICK LEAVE CERTIFICATION.** For a period of extended illness,  
10 applications for extended sick leave (SF-71) must be submitted biweekly. For planned  
11 extended sick leave, such as surgery, an SF-71 covering a longer period of time may be  
12 mutually agreed upon. This agreement must be in advance of the beginning of the leave.

13  
14 **1010. ADVANCE SICK LEAVE.** Upon individual request, sick leave may be advanced  
15 to an employee in accordance with 5 U.S.C Section 6307, provided:

- 16  
17 A. The maximum advance sick leave for career and career conditional employees  
18 shall not exceed thirty days, and an employee holding a limited appointment may  
19 be advanced sick leave only in the amount, which will be earned during the  
20 remaining period of employment.
- 21  
22 B. There is reasonable evidence, substantiated by a statement from the employee's  
23 personal health care provider and the Medical Officer, that the employee will be  
24 capable of returning to work and fulfilling the full scope of their duties.
- 25  
26 C. Sick leave will not be advanced to an employee known to be contemplating  
27 separation by retirement or resignation.
- 28  
29 D. That all available accumulated sick leave to the employee's credit is exhausted  
30 and that all annual leave over eighty hours has been used.

31  
32 Advanced sick leave may not be granted to employees who are required to furnish a  
33 medical certificate for each absence claimed as sick leave as provided in Section 1006.

34  
35 **1011. TRAVEL TIME.** A reasonable amount of travel time required in connection with  
36 sick leave shall be approved.

37  
38 **1012. VARIATION IN WORK SCHEDULES.** The EMPLOYER will consider reasonable  
39 requests for a variation in the normal work schedule for the purpose of accommodating  
40 health care provider treatments/appointments.

41  
42 **ARTICLE 11 - ANNUAL LEAVE, COMPENSATORY TIME, OR LEAVE**  
43 **WITHOUT PAY**

44  
45 **1101. APPROVAL.** The EMPLOYER shall approve and schedule, as appropriate, leave  
46 requests (annual leave or compensatory time), throughout the leave year, so that no  
47 employee must forfeit annual leave and to prevent earned compensatory time from being  
48 paid as salary. Leave for emergency reasons will normally be approved. Leave to cover  
49 unscheduled events not of an emergency nature will be considered on a case basis.  
50 Subject to the needs of the EMPLOYER, an employee's request for leave should receive

1 prompt approval or disapproval. An employee request for leave on a workday that occurs  
2 on a religious holiday associated with the employee's religious faith shall be approved to  
3 the extent that such arrangements do not interfere with the EMPLOYER's mission.  
4

5 **1102. LEAVE WITHOUT PAY (LWOP).** LWOP is a temporary nonpay status and  
6 absence from duty that, in most cases, is granted at the employee's request. Granting  
7 LWOP is a matter of supervisory discretion and may be limited. Employees, however,  
8 have an entitlement to LWOP in the following situations:  
9

- 10 A. The Family and Medical Leave Act of 1993 (FMLA) (Public Law 103-3, February 5,  
11 1993), provides covered employees with an entitlement to a total of up to 12 weeks  
12 of unpaid leave (LWOP) during any 12-month period for certain family and medical  
13 needs. (See 5 CFR part 630, subpart L.)  
14
- 15 B. The Uniformed Services Employment and Reemployment Rights Act of 1994  
16 (Pub.L. 103-353) provides employees with an entitlement to LWOP when  
17 employment with an employer is interrupted by a period of service in the uniformed  
18 service. (See 5 CFR 353.106.)  
19
- 20 C. Executive Order 5396, July 17, 1930, provides that disabled veterans are entitled  
21 to LWOP for necessary medical treatment.  
22
- 23 D. Employees may not be in a pay status while receiving workers' compensation  
24 payments from the Department of Labor.  
25

26 Employees should be aware that LWOP affects their entitlement to or eligibility for certain  
27 Federal benefits.  
28

29 **1103. SCHEDULING.** The EMPLOYER agrees to prepare a leave schedule based upon  
30 employees' requests made prior to 1 April for vacation purposes. This will include at least  
31 one period of two consecutive weeks, if requested by the employee and leave is  
32 available. The employee in the organizational element concerned, with the earliest  
33 unadjusted Service Computation Date for Leave, will be given first choice on leave dates.  
34 When an employee has made a selection, the employee shall not be permitted to change  
35 when it affects the prior choice of another employee. The EMPLOYER may approve a  
36 change in selection, provided another employee's choice is not affected. The  
37 EMPLOYER may require a change because of unforeseen circumstances.  
38

39 A copy of a work unit's approved leave schedule will be furnished to the UNION upon  
40 request within 10 workdays.  
41

42 **1104. REVIEW OF LEAVE SCHEDULE UPON MOVEMENT.** In cases of movement of  
43 an employee from one organizational element to another, previously scheduled leave for  
44 vacation purpose shall be discussed with the EMPLOYER for confirmation or  
45 rescheduling.  
46

47 **1105. CURTAILMENT OF OPERATIONS FOR OTHER THAN HOLIDAY CLOSURES.**  
48 If, for any reason, the EMPLOYER schedules a curtailment of operations or will require  
49 employees in the Units to use leave (annual leave, compensatory time, or leave without  
50 pay), the EMPLOYER will notify the UNION as soon as the possibility is known. Leave,  
51 as used in this Section, refers to situations where the EMPLOYER requires employee(s)

1 to use leave to accommodate periods of low work availability, breakdown of equipment,  
2 budgetary constraints, etc. Leave, as used in this Section, does not include when the  
3 EMPLOYER requires employee(s) to schedule and use leave to prevent the carry-over of  
4 "must" leave.

5  
6 The EMPLOYER agrees to advance annual leave, to the maximum extent allowed by  
7 regulations, to employees with insufficient accrued annual leave to cover the period of  
8 curtailment.

9  
10 Employees may request LWOP or accrued compensatory time, in order to preserve  
11 annual leave for planned vacations. The EMPLOYER will approve such requests unless  
12 it would result in employees carrying over "must leave" to the next leave year.  
13

## 14 **CHAPTER 6 – TRAVEL**

### 15 **Article 12 - TRAVEL**

16  
17 **1201. TRAVEL INFORMATION.** Employees are not expected to travel at their own  
18 expense. Rules and regulations governing all Government travel can be found in the  
19 Joint Travel Regulations (JTR), Volume II. The JTR, Volume II can be found at  
20 <http://syinfo/600/default.htm> or <http://www.dtic.mil/perdiem/trvregs.html>. For resolution  
21 of problems arising while on travel, the employee shall contact his/her supervisor, or the  
22 24-hour hot line provided on the travel orders.  
23

24 **1202. FAIR ASSIGNMENT.** The EMPLOYER has established travel and assignment to  
25 a temporary duty (TDY) station as a condition of employment. It is agreed that travel and  
26 TDY will be fairly assigned among all qualified employees.  
27

28 **1203. TRAVEL NOTIFICATION.** Employees assigned for temporary duty off station will  
29 be notified of the details of the assignment. Employees will be kept informed of any  
30 changes in his/her assigned travel.  
31

32 **1204. EXEMPTION REQUESTS.** An employee may request of the EMPLOYER an  
33 exemption from TDY assignments, setting forth in writing the reasons for such exemption.  
34 The employee shall be notified promptly of approval or disapproval of request. Once  
35 employee(s) in the Unit arrive at the TDY site, the employee may be relieved from duty if  
36 mitigating circumstances require the employee to request return to Puget Sound Naval  
37 Shipyard & Intermediate Maintenance Facility due to unforeseen emergencies or illness.  
38

39 **1205. TIMELY ISSUE OF ORDERS.** Travel orders will be prepared and issued in a  
40 timely manner. EMPLOYER has responsibility to notify employee of the need for  
41 Request for Orders (RFO) information so as to allow Travel Office ample time to process  
42 orders.  
43

44 **1206. GOVERNMENT CHARGE CARDS AND ADVANCE PAYMENTS.** Employees  
45 who perform TDY travel will normally obtain and use a Government Charge Card (GCC)  
46 for that purpose. The EMPLOYER will assist employees in obtaining such cards and will  
47 provide information regarding how they are to be used. The policies and procedures for  
48 the Government travel charge card program are found in the DoD Financial Management  
49 Regulation (DoD 7000-14-R), Volume 9, "Travel Policy and Procedures." NOTE: An  
50 employee's inappropriate use of a GCC could adversely affect his/her employment. The

1 policies and procedures for the travel without a GCC are found in the Joint Travel  
2 Regulations (JTR) Chapter 1.

3  
4 If the employee's overall anticipated GCC expenses may exceed the GCC limit, the  
5 EMPLOYER shall increase the GCC limit to allow coverage of anticipated expenses.  
6 Individual travelers will be notified by email and/or telephone when limits have been  
7 increased.

8  
9 The EMPLOYER shall issue an advance of one hundred percent of Meals and Incidental  
10 Expenses (M&IE) when employees have had their GCC canceled or if they elect not to  
11 use the GCC. If the employee is considered a frequent traveler (4 or more times during a  
12 12 month period) and he/she doesn't use the GCC, no advance will be issued. Under  
13 Public Law 105-264, the EMPLOYER is not authorized to advance lodging, rental car,  
14 and most other expenses in this situation. Travel advances for M&IE will be issued by  
15 Electronic Funds Transfer. Employees who normally receive their regular pay by hard  
16 copy check will receive their travel advance by hard copy check. Employees who have  
17 economic or financial concerns and have not had their GCC canceled may request  
18 issuance of a restricted GCC. Employees may request an exemption in accordance with  
19 Section 030303 of the FMR.

20  
21 The EMPLOYER shall notify employees if the employees' personal GCC account  
22 information is released by the EMPLOYER to any credit collecting agency, or other  
23 government agency in accordance with, court order, and/or other laws, rules, or  
24 regulations including federal contract.

25  
26 **1207. TRAVEL SCHEDULE.** The EMPLOYER will make every effort to schedule or  
27 allow the scheduling of necessary travel time to and from a TDY assignment within an  
28 employee's regularly scheduled tour of duty. Travel time outside normal working hours  
29 will be compensated if it can be authorized in accordance with applicable regulations.

30  
31 To the maximum extent practicable, the EMPLOYER agrees to schedule travel so that  
32 when an employee travels outside the employee's regularly scheduled work shift, there  
33 shall be an interval of not less than ten hours between completion of travel and the time  
34 expected to report for work. Completion of travel is normally the time the employee  
35 departs the commercial carrier, plus a reasonable time to obtain baggage and travel to  
36 the assigned lodging by the most direct route.

37  
38 If employees are required to travel more than fourteen continuous hours, a rest period  
39 may be authorized in accordance with the JTR. If an in-travel rest period cannot be  
40 scheduled on such long trips, the normal 10-hour rest period shall be extended to twelve  
41 hours if possible.

42  
43 **1208. LODGING AND RENTAL CARS.** The EMPLOYER will determine the need for  
44 contract lodging and rental cars.

- 45  
46 A. **LODGING.** When commercial lodging is authorized, the employee shall be  
47 allowed to request the establishment. Normally the EMPLOYER will not require  
48 any employees in the Units to stay in government quarters (BOQ/BEQ/BQ, etc.)  
49 that do not meet the adequacy conditions specified by current DOD Instruction.  
50 The EMPLOYER will normally determine space availability at government quarters  
51 (BOQ/BEQ/BQ, etc.) prior to traveler(s) departure and not require additional

1 endorsement on the orders at the temporary duty station. The EMPLOYER agrees  
2 that the requirement to stay in government quarters should not restrict after hours  
3 activity any more than would be expected in commercial lodging.  
4

5 Where employees in the Units travel with groups and government quarters are available  
6 but cannot be utilized by all members of the group, the assignment to commercial  
7 quarters vice government quarters will be on a first come basis. BQ facilities will be  
8 assigned for TDY of 30 days or less to group travelers as appropriate unless legitimate  
9 group integrity is required and identified in advance. Normally, employees will not be  
10 required to change lodging facilities once the travel has commenced.  
11

12 B. **RENTAL CARS.** Where the EMPLOYER arranges rental car(s) use shall be in  
13 accordance with JTR U3415-G C2102-E and if the vehicle is involved in an  
14 accident the process of claim shall be in accordance with FMR Vol. 9, Chapter 4.  
15

16 C. **PHONE CALLS.** Appropriate telephone costs may be reimbursed in accordance  
17 with the JTR. Part F, C1405.  
18

19 **1209. SHIPBOARD ACCOMMODATIONS.** An employee assigned to duties aboard ship  
20 will be accorded available accommodations and related berthing facilities equivalent to  
21 that provided other civilian or military personnel, not part of ship's company.  
22

23 A. **BERTHING ARRANGEMENTS.** When available, berthing accommodations will  
24 be provided in Officers berthing, Chief berthing or crew berthing in that order  
25 before other temporary berthing is assigned. The EMPLOYER will notify the  
26 UNION when unusual berthing arrangements (e.g., temporary facilities or hot  
27 bunking) will or may be required. "Hot Bunking" will be avoided where possible.  
28 When it cannot be avoided, clean bedding will be requested to permit stripping and  
29 remaking the bunk when the occupant changes. Laundry facilities will be available  
30 for employees who choose to launder their bedding while underway. Where  
31 laundry facilities are limited, scheduling may be required.  
32

33 B. **HABITABILITY.** Upon request, a UNION representative may inspect temporary  
34 berthing facilities for employees of the Units prior to ship departure. Problems or  
35 concerns with accommodations will be addressed to the EMPLOYER. The  
36 EMPLOYER will work with ship's force to address identified problems or concerns.  
37

38 **1210. SHIP'S SCHEDULE.** Upon written request by the employee scheduled to embark  
39 on vessels the EMPLOYER agrees to inform the individual designated by the employee  
40 of known changes, which affect the employee's expected time of return by four hours or  
41 more. The request must be filed with the appropriate Administrative Office by the  
42 employee prior to departure, and must include the name and Branch of the employee; the  
43 ship on which embarked; date of departure, expected date and time of return; and name,  
44 address, and telephone number of the person to be called.  
45

46 **1211. SETTLEMENT OF TRAVEL CLAIMS AND OVERPAYMENTS OF ADVANCES.**  
47 Shall be in accordance with FMR Volume 9.  
48

## 49 **CHAPTER 7 – JOBS**

1 **Article 13 - PROMOTIONS AND ASSIGNMENTS**

2  
3 **1301. STAFFING AND PROMOTIONAL OPPORTUNITIES.** The EMPLOYER will  
4 establish and maintain a Merit Staffing Program that will be designed to ensure a  
5 systematic means of selection for promotion based on merit. Merit Promotion is but one  
6 means of filling vacancies. Other appropriate means of filling vacancies, as provided by  
7 law and regulation, may be properly utilized by the EMPLOYER. The EMPLOYER shall  
8 maintain a web link for advertised vacancies on the Shipyard intranet. Employees may  
9 contact the Human Resources Office to address concerns associated with use or  
10 administration of the Merit Staffing Program.

11  
12 **1302. INTERVIEWS.** If any of the candidates on a competitive certificate of eligible  
13 candidates for a Merit Promotion competition are interviewed for a position in the Units,  
14 then at least five candidates shall be given the opportunity to be interviewed. If interviews  
15 are conducted and the certificate contains less than five candidates, all shall be given an  
16 opportunity to interview.

17  
18 **1303. COUNSELING.** An unsuccessful candidate for a position announced under the  
19 Merit Staffing program may receive counseling from the selecting official or HRO as to the  
20 areas in which the employee needs to improve to enhance future promotional opportunity.  
21 The employee may make an appointment with the selecting official to discuss reasons for  
22 non-selection.

23  
24 **1304. TEMPORARY PROMOTION.** The UNION agrees it is the responsibility of the  
25 EMPLOYER to determine how to fill temporary vacancies. When the EMPLOYER  
26 determines that an employee in the Units will be assigned to a higher level position, for  
27 more than two-weeks, a temporary promotion shall be made under applicable rules and  
28 regulations.

29  
30 **1305. DETAILS** (also known as LOANS). The EMPLOYER shall inform employees prior  
31 to the detail of the reason for the detail, the nature of the duties to be performed, and the  
32 expected duration. At the end of the expected duration and upon request, consideration  
33 shall be given to returning employees to their former position.

34  
35 **ARTICLE 14 - POSITION DESCRIPTIONS AND MISASSIGNMENTS**

36  
37 **1401. REVISION CONSIDERATION.** The EMPLOYER agrees to maintain current and  
38 accurate position descriptions. When employees consider their position description to be  
39 inaccurate or that duties are considered a misassignment in relation to the position  
40 description, the problem should be discussed with the immediate supervisor. The  
41 supervisor shall investigate the matter and promptly notify the employee whether a  
42 revised position description is warranted based on whether duty changes are temporary  
43 or permanent and whether changes are sufficiently significant to be reportable or are only  
44 minor in nature. When revised position descriptions are warranted they shall be promptly  
45 prepared and processed by the EMPLOYER, and the employee shall be notified of status  
46 upon request.

47  
48 **1402. GRIEVANCE/APPEALS.** When an employee disputes the accuracy of his/her  
49 official job or position description as compared to the work actually performed, he/she  
50 may dispute the accuracy of their official job or position description through the negotiated

1 Grievance Procedure. If the matter is an appeal of a classification of a position excluded  
2 from the grievance procedure, the employee may pursue the matter through the  
3 Classification Appeals Procedure.  
4

5 **1403. COPY OF POSITION DESCRIPTIONS.** The EMPLOYER shall provide the  
6 UNION a copy of the position description for newly established and classified bargaining  
7 unit positions. Employees in the Units shall, upon request to their supervisor, be  
8 furnished a copy of their current position description. Upon written request to the  
9 appropriate HRO division, employees in the Units may obtain a copy of position or job  
10 descriptions formerly occupied, if they are available.  
11

## 12 **ARTICLE 15 - EMPLOYEE DEVELOPMENT & PERFORMANCE**

### 13 **APPRAISAL PROGRAM**

14

15 **1501. POLICY.** To meet the needs of the Shipyard, the EMPLOYER maintains technical  
16 and professional development programs within the limits of time and funds available as  
17 outlined in NAVSHIPYDPUGET Instruction 12410.4.  
18

19 **1502. ASSISTANCE AND REIMBURSEMENT.** Employees desiring to participate in  
20 self-development programs may obtain assistance from his/her supervisor in preparing an  
21 individual development plan. Requests for temporary variations in work schedules to  
22 allow employees to participate in such programs will be considered by the EMPLOYER  
23 on the basis of workload. Participants may be reimbursed for tuition and fees for  
24 successful completion of EMPLOYER approved courses as outlined in the Shipyard  
25 Instruction 12410.4f.  
26

27 **1503. REQUEST FOR PUBLICATION.** Employees in the Units may make requests via  
28 their immediate supervisor to be included on the routing for periodicals, the contents of  
29 which are beneficial to both the employee and the EMPLOYER. Upon approval,  
30 employees may also subscribe to technical publications to be delivered at their official  
31 Shipyard address.  
32

33 **1504. REQUESTS FOR EDUCATIONAL LEAVE.** The EMPLOYER agrees to consider  
34 requests for educational leave for an employee to pursue a program of study, which will  
35 enhance the value of the employee to the Shipyard. A written statement will be provided  
36 to the employee outlining the reasons for the negative decisions.  
37

38 **1505. USE OF SHIPYARD FACILITIES.** The EMPLOYER agrees to make Shipyard  
39 facilities available for after-hours review courses for Engineer-In-Training or Professional  
40 Engineer Examinations and other employee development courses approved by the  
41 EMPLOYER.  
42

43 **1506. PROFESSIONAL LICENSE.** The EMPLOYER further agrees that a Professional  
44 License or Certification may be the object of the Professional Development Plan.  
45

46 **1507. PREPARATION/PRESENTATION OF TECHNICAL PAPERS.** The EMPLOYER  
47 agrees to encourage employees to participate in preparation of technical papers for  
48 presentations before, and publication by, the engineering and scientific societies. All  
49 papers must be presented in a timely manner to the EMPLOYER for clearance.  
50

1 **1508. NEW EMPLOYEE INDOCTRINATION.** It is agreed that new employees will be  
2 given approximately two hours of classroom instruction on such personnel matters as the  
3 Merit Staffing Program, incentive awards, employee benefits, performance appraisals,  
4 training and position descriptions.

5  
6 **1509. PERFORMANCE APPRAISAL.** Performance appraisals for employees in the  
7 Units shall be governed by the EMPLOYER's Performance Appraisal Review Process  
8 (PARP) Instruction 12430.4.

## 9 10 **ARTICLE 16 - REDUCTION IN FORCE AND REPROMOTION**

11  
12 **1601. REGULATORY COMPLIANCE.** A reduction in force (RIF) shall be accomplished  
13 in compliance with all laws, statutes, rules, and regulations in effect at the time of the  
14 reduction in force. For more detailed information refer to 5 CFR Part 351.

15  
16 **1602. UNION NOTIFICATION.** The EMPLOYER agrees to notify the UNION of available  
17 information as soon as RIF authority is requested affecting the employees in the Units.  
18 All of the information addressed in this Section shall be provided to the UNION before it is  
19 released to any employees in the Units. Information as to the number of affected  
20 employees in the Units in each competitive level and the dates of issuance and final  
21 effective date of the notices, once finalized, shall be provided and prior to the issuance of  
22 the notices.

23  
24 **1603. EMPLOYEE NOTIFICATION.** Both the EMPLOYER and the UNION agree that  
25 each affected employee shall be notified and informed, in depth, of the nature and  
26 mechanics of the RIF actions that are being implemented against them, and their rights to  
27 appeal, retreat, bumping, and such other options as may be available to them. The  
28 EMPLOYER agrees that access to all records and documents pertinent to an individual  
29 employee's RIF action shall be afforded to the employee and the designated  
30 representative. It is further agreed that the employee(s) may be represented by the  
31 UNION at any briefing, counseling, or meeting concerning the RIF action.

32  
33 **1604. REASSIGN/RETRAIN.** It is agreed that the EMPLOYER shall make a reasonable  
34 effort to reassign/retrain employees, whose positions are eliminated, provided cost of  
35 such reassignment/retraining is not excessive and the employee is capable of the  
36 reassignment/retraining as determined by the EMPLOYER.

37  
38 **1605. WAIVER OF MINIMUM QUALIFICATION STANDARDS.** The EMPLOYER  
39 agrees to notify the UNION prior to implementing the action to waive minimum  
40 qualification standards and requirements for positions within the Units when placing  
41 employees affected by RIF.

42  
43 **1606. REPROMOTION.** Employees in the Units who have been changed to a lower  
44 grade as a result of RIF shall be given priority consideration for repromotion to any  
45 vacancy for which eligible providing the employee is registered for that series and grade  
46 (General Schedule or Wage Grade positions) in the EMPLOYER's Re-Promotion  
47 Program (RPP). Entitlement to priority consideration will terminate upon expiration of the  
48 employee's entitlement to retained grade.

1 **Article 17 - CONTRACTING OF WORK**

2  
3 **1701. CONTRACTING OF WORK.** Whenever the work performed by employees in the  
4 Units is to be done by loans from other Naval activities, or by contract, which will result in  
5 the displacement of the technical responsibilities of the employees in the Unit, the  
6 EMPLOYER will notify the UNION.  
7

8 **1702. COMMERCIAL ACTIVITIES.** The EMPLOYER will notify the UNION of it's  
9 intention to commence Commercial Activity (CA) studies or solicit bids for contract of  
10 work that could result in reduction-in-force, transfer, or abolishment of functions affecting  
11 employees in the Units. OMB Circular A-76 provides the exclusive appeals procedure for  
12 disputes concerning contracting procedures. The UNION will be given advance  
13 notification and the opportunity to have one representative present on official time at any  
14 bid-opening conference relating to contracting out of bargaining unit work.  
15

16 **CHAPTER 8 – DISCIPLINARY/ADVERSE ACTION**

17  
18 **Article 18 - DISCIPLINARY/ADVERSE ACTIONS**

19  
20 **1801. ENTITLEMENT TO REPRESENTATION.** If an employee reasonably believes that  
21 an examination (e.g., meeting or investigation) may result in disciplinary action, the  
22 employee may request UNION representation. If requested by the employee, the UNION  
23 shall be given the opportunity to have a representative present at the examination. The  
24 supervisor shall make arrangements for a representative to be present either through the  
25 designated area representative or through the Chief Representative.  
26

27 **1802. UNION NOTIFICATION.** HRO shall promptly provide the Chief Representative of  
28 the UNION a sanitized (i.e., identifying information removed) copy of all written  
29 disciplinary actions taken against any employee covered by this AGREEMENT once the  
30 employee has been notified.  
31

32 **1803. ALTERNATIVE DISCIPLINE.** In all cases of proposed written disciplinary action  
33 the UNION, the EMPLOYER, or the employee may request to use alternative discipline  
34 rather than traditional administrative action. The decision to use alternative discipline  
35 must be mutual. Information on alternative discipline can be found in the Shipyard's  
36 Alternative Discipline Policy. Additional information on alternative discipline is available  
37 through HRO, and on the Internet at <http://www.opm.gov>.  
38

39 **1804. APPEAL OF ADVERSE ACTION.** Adverse action is defined as a suspension of  
40 more than fourteen days, a demotion or a removal. The employee may elect to appeal or  
41 grieve adverse actions either to the Merit Systems Protection Board (MSPB) (appeal) or  
42 through the Negotiated Grievance Procedure, but not both. Once the employee has  
43 elected to file a written grievance or appeal, the election is considered final and the  
44 employee may not change his/her mind.  
45

46 **CHAPTER 9 GRIEVANCE PROCEDURES**

47  
48 **Article 19 - PROBLEM RESOLUTION AND GRIEVANCE PROCEDURES**

1 **1901. STATEMENT OF PARTIES.** The EMPLOYER and the UNION acknowledge that  
2 an effective method of resolving problems is through collaborative problem solving.  
3 Figure 19-1 provides both a detailed flow chart of the Problem Resolution and Grievance  
4 Procedure outlined in this article and the timeline for events in the process.

5  
6 **1902. SCOPE AND COVERAGE.** This Article provides for the mutually beneficial, sole  
7 procedure for settlement of employee problems and grievances as defined in Section  
8 7121 of the Act. The following subjects are excluded from these procedures:

- 9
- 10 A. Separation of probationary employees and termination of temporary employees.
- 11
- 12 B. Termination of grade and pay (salary) retention;
- 13
- 14 C. Retirement, life insurance or health insurance;
- 15
- 16 D. Non-selection for promotion of an employee certified to the selecting official in the  
17 best qualified group of applications when the sole basis for the grievance is an  
18 allegation by the employee that the employee is better qualified than the person  
19 selected;
- 20
- 21 E. A fitness for duty examination decision reviewable under Part 831 of OPM  
22 Regulations;
- 23
- 24 F. Action taken at the direction of OPM, MSPB, EEOC, FLRA, or other appellate  
25 authority (issues over misapplication are grievable);
- 26
- 27 G. A suspension or removal under Section 7532 of 5 USC (security);
- 28
- 29 H. Action taken under Section 3321 of 5 USC (supervisory Probationary period);
- 30
- 31 I. Any claimed violation of Subchapter III of Chapter 73 of 5 USC (relating to  
32 prohibited political activities);
- 33
- 34 J. Incentive awards;
- 35
- 36 K. Any examination, certification or appointment
- 37
- 38 L. The classification of any position, which does not result in the reduction in grade or  
39 pay of an employee.
- 40

41 Problems excluded from this procedure may be pursued under other available  
42 procedures as allowed by law.

43  
44 **1903. APPEAL OF ADVERSE ACTIONS.** In cases of adverse action, the employee  
45 may elect to use the procedures of this Article or appeal to the Merit Systems Protection  
46 Board, but not both.

# Problem Resolution and Grievance Procedure

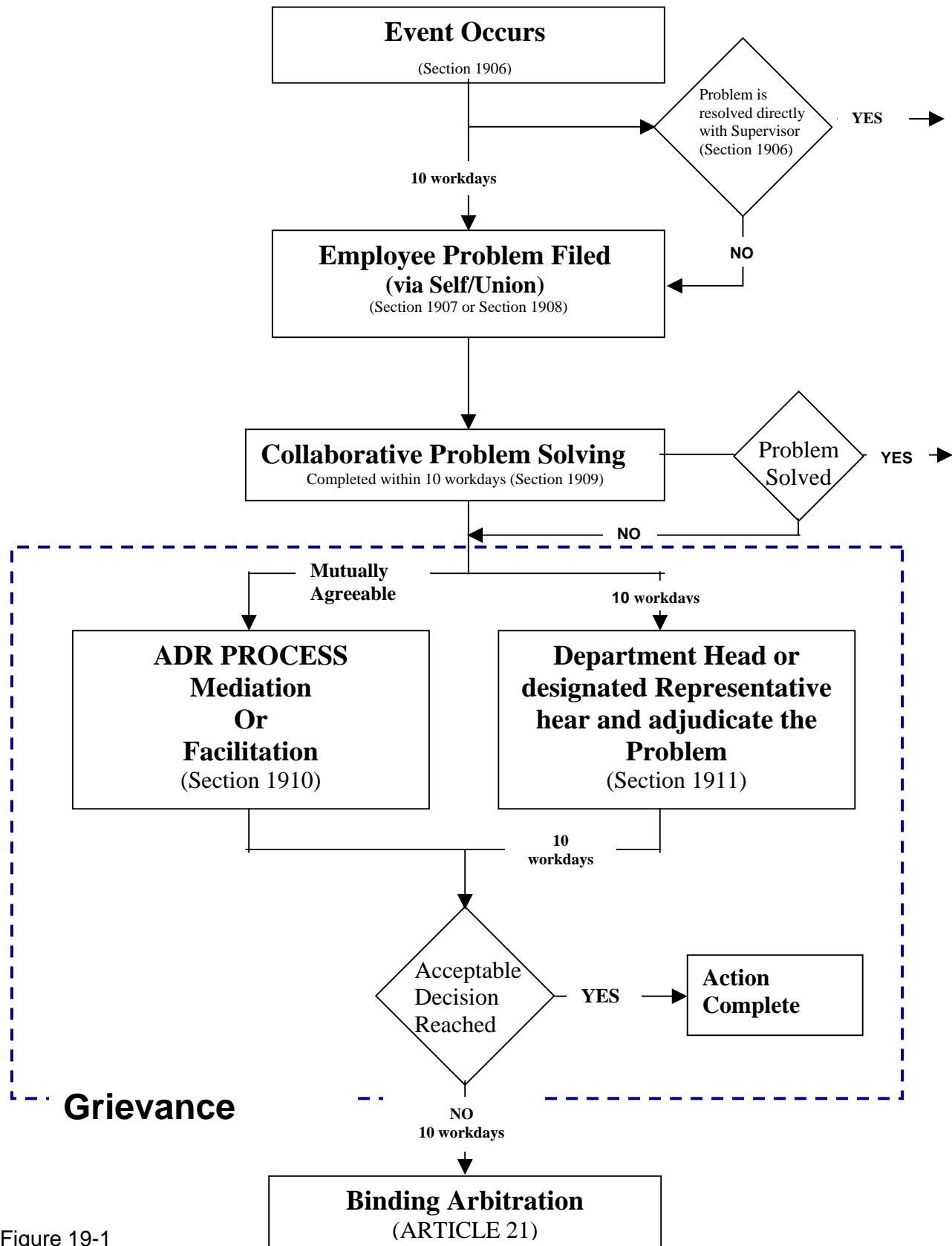


Figure 19-1

1 **1904. DEFINITION OF A PROBLEM.** A problem is any employee concern with matters  
2 relating to his/her employment. A problem that cannot be resolved may become a  
3 grievance.  
4

5 **1905. DEFINITION OF A GRIEVANCE.** For the purpose of this Article, a grievance is  
6 defined as: any complaint (which has not been resolved via Collaborative Problem  
7 Solving)

8 A. By any employee concerning any matter relating to their employment; or  
9

10 B. By any employee concerning--

11 1. the effect or interpretation, or a claim of breach, of this collective bargaining  
12 AGREEMENT; or

13 2. any claimed violation, misinterpretation, or misapplication of any law, rule or  
14 regulation affecting conditions of employment.  
15

16 **1906. EMPLOYEE IDENTIFICATION OF A PROBLEM.** When an employee becomes  
17 aware of a problem, he/she has 10 workdays to file a problem report with the UNION to  
18 be considered timely. During this 10 workday period, the employee is encouraged to  
19 resolve issues directly with his/her supervisor if possible.  
20

21 **1907. FILING OF A PROBLEM WITH THE UNION.** The employee(s) submitting a  
22 problem will be represented by a UNION representative, unless proceeding under self-  
23 representation per Section 1908.  
24

25 Problems must be filed by the UNION via e-mail with the employee's immediate  
26 supervisor including a copy to the EMPLOYER (HRO) Public Outlook folder. The subject  
27 line of the e-mail shall read "Official Notification PROBLEM NOTIFICATION". The  
28 problem must be filed within 10 workdays after any of the following:  
29

30 A. The date the situation(s), action(s), or condition(s) takes place;  
31

32 B. The date the employee becomes aware of the situation(s), etc. The fact that the  
33 employee was unaware of the provisions of this agreement or did not question or  
34 pursue the situation(s), etc., to determine its applicability to this procedure will not  
35 serve to extend the time limit.  
36

37 The e-mail shall have an attached problem report, which shall include a description of the  
38 problem, dates of occurrence, name of employee filing the problem, the name of the  
39 employee's supervisor, and the requested remedy.  
40

41 Where the situation causing the problem occurs off-station (e.g., sea trials, TDY, etc.) and  
42 there is no means of timely filing of the problem through an assigned on-site UNION  
43 representative, then the problem must be filed within 10 workdays of when the means of  
44 filing becomes available.  
45

46 **1908. SELF-REPRESENTATION.** Any employee in the Unit may file their own  
47 problem/grievance as allowed by Section 7121 of the Act, in accordance with Section  
48 1905 and may elect to have the problem/grievance addressed without UNION  
49 representation. However, the UNION shall be notified of and afforded the opportunity to  
50 be present at all discussions between the EMPLOYER and the employee concerning the  
51 issue. The EMPLOYER will provide copies of all correspondence to the UNION if no

1 discussions are held. At the appropriate time, the UNION will be allowed to make known  
2 its views concerning the problem/grievance.

3  
4 Resolutions as a result of self-representation may not be inconsistent with the terms of  
5 the AGREEMENT, government wide regulations or law and the UNION must be given the  
6 opportunity to be present at the adjustment. If a grievance resolution is not satisfactory to  
7 the grievant, the decision to take the grievance forward to binding arbitration is exclusive  
8 to the UNION.

9  
10 **1909. COLLABORATIVE PROBLEM SOLVING.** Once a problem report has been  
11 received, the supervisor shall schedule and complete a collaborative problem solving  
12 session (including written response) within 10 workdays of receipt. The attendees shall  
13 include the employee, the supervisor, the UNION representative, the HRO representative,  
14 and other parties as necessary. Employee participation in the collaborative problem  
15 solving session is highly recommended, but is not required. When the parties involved  
16 reach resolution, an agreement shall be recorded in writing, signed by all parties, and  
17 considered binding to the extent not inconsistent with government wide regulations or  
18 law.

19  
20 If collaborative problem solving is unsuccessful or untimely, the problem may be pursued  
21 through the grievance procedure using either the Alternative Dispute Resolution (ADR)  
22 process or Department Head Adjudication as outlined below. Grievances must be filed by  
23 the UNION via e-mail with the employee's Department Head or designated  
24 representative, including a copy to the EMPLOYER (HRO) Public Outlook folder. The  
25 subject line of the e-mail shall read "Official Notification GRIEVANCE NOTIFICATION".  
26 The EMPLOYER shall provide and maintain a list of Department Heads or the designated  
27 representatives to the Chief Representative.

28  
29 **1910. ALTERNATIVE DISPUTE RESOLUTION.** The Employee, the UNION and the  
30 EMPLOYER may mutually agree to use the ADR process instead of Department Head  
31 Adjudication. The ADR process has two options that can be selected as follows:

- 32  
33 (1) **Facilitation** by a "Neutral" using various ADR techniques. A "Neutral" is a  
34 person whom the UNION and the EMPLOYER mutually agree to be:  
35 a. Knowledgeable of regulations, policies and Shipyard operations;  
36 b. Trained in ADR processes; and  
37 c. Sufficiently removed from the situation to not have a conflict of interest (e.g.  
38 usually not from the same department).

39  
40 **OR**

- 41  
42 (2) **Mediation** by certified mediators.

43  
44 When the parties involved reach resolution, the agreement shall be recorded in writing  
45 and signed by all parties. When the parties involved reach resolution, an agreement shall  
46 be recorded in writing, signed by all parties, and considered binding to the extent not  
47 inconsistent with government wide regulations or law. A copy of the resolution shall be  
48 provided to HRO.

49  
50 At any time during the ADR process, any involved party may determine that the ADR  
51 process has failed and may withdraw in writing from the ADR process. Once such a

1 withdrawal has been made, the UNION has 10 workdays to refer the unresolved  
2 grievance to arbitration.

3  
4 **1911. DEPARTMENT HEAD ADJUDICATION.** If resolution of the problem cannot be  
5 obtained through Collaborative Problem Solving, the employee and the UNION may elect  
6 to take the problem to the Department Head or a designated representative for  
7 adjudication. The Department Head or designated representative shall hold a formal  
8 hearing on the grievance with the employee, the UNION representative(s) (not to exceed  
9 three in number, only two of which are employees on representational time) and the  
10 appropriate management officials within 10 workdays after receipt of the grievance. The  
11 Department Head shall give a written decision to the employee and the representative  
12 within 10 workdays after the conclusion of the hearing and copy provided to HRO.

13  
14 Either the EMPLOYER or the UNION may request to have the grievance heard and  
15 decided by officials other than specified in this Section. Such requests should be in  
16 writing and include the reasons for the request. Such requests shall not be executed  
17 without the specific written consent of the other party. If agreement cannot be reached,  
18 then the parties will continue to comply with this Article.

19  
20 **1912. PARTICIPANTS IN PROBLEM/GRIEVANCE RESOLUTION.** During collaborative  
21 problem solving, ADR or Department Head Adjudication, the UNION and/or the  
22 EMPLOYER may call a reasonable number of relevant participants who would contribute  
23 to the facilitation of a resolution. These participants and/or subject matter experts shall  
24 suffer no loss of pay or annual leave for such service.

25  
26 **1913. OFF-STATION REPRESENTATION.** The EMPLOYER and the UNION shall share  
27 equally travel costs (lodging, per diem, airfare, carfare, meals, etc.) for UNION officials to  
28 represent employees, who are off-station either TDY or PCS. In order to ensure a timely  
29 and satisfactory resolution to the employee's problem or grievance, the EMPLOYER will  
30 allow the use of facilities and equipment (conference room, phone, computer), where  
31 available, for the UNION to meet with the employee.

32  
33 **1914. EEO ELECTION.** Employees have the right to elect resolution of alleged  
34 discrimination through either but not both of the following:

- 35  
36 A. EEO Complaint Procedure; or  
37  
38 B. Negotiated Grievance Procedure

39  
40 **NOTE:** Filing of a problem report does not constitute a final election. If collaborative  
41 problem solving has failed and the election is made to file a grievance, the employee may  
42 not seek resolution via the EEO complaint procedure. Once made, this election may not  
43 be changed.

44  
45 **1915. EXTENSION OF TIME LIMITS.** All time limits in this Article may be extended by  
46 mutual agreement between the EMPLOYER and the Chief Representative for valid  
47 reasons provided that a request for extension is presented via the agreed upon official  
48 notification procedure. Employees should realize that these time limits are binding and  
49 normally will not be extended.

50

1 **ARTICLE 20 - RESOLUTION OF UNION/EMPLOYER PROBLEMS**

2  
3 **2001. SCOPE AND COVERAGE.** This Article provides for the mutually beneficial, sole  
4 procedure for the settlement of UNION/EMPLOYER grievances as defined in Section  
5 7121 of the Act. The following subjects are excluded from these procedures:

- 6  
7 Separation of probationary employees and termination of temporary employees.  
8  
9 Termination of grade and pay (salary) retention;  
10  
11 Retirement, life insurance or health insurance;  
12  
13 Non-selection for promotion of an employee certified to the selecting official in the best  
14 qualified group of applications when the sole basis for the grievance is an allegation by  
15 the employee that the employee is better qualified than the person selected;  
16  
17 A fitness for duty examination decision reviewable under Part 831 of OPM Regulations;  
18  
19 Action taken at the direction of OPM, MSPB, EEOC, FLRA, or other appellate authority  
20 (issues over misapplication are grievable);  
21  
22 A suspension or removal under Section 7532 of 5 USC (security);  
23  
24 Action taken under Section 3321 of 5 USC (supervisory Probationary period);  
25  
26 Any claimed violation of Subchapter III of Chapter 73 of 5 USC (relating to prohibited  
27 political activities);  
28  
29 Incentive awards;  
30  
31 Any examination, certification or appointment;  
32  
33 The classification of any position, which does not result in the reduction in grade or pay of  
34 an employee.  
35  
36 Problems excluded from this procedure may be pursued under other available  
37 procedures as allowed by law.

38  
39 **2002. DEFINITION OF A GRIEVANCE.** For the purpose of this Article, a grievance is  
40 defined as: any complaint-

- 41  
42 By the UNION concerning any matter relating to the employment of any employee(s); or  
43  
44 By the UNION, or the EMPLOYER concerning:  
45  
46 The effect or interpretation, or a claim of breach of this collective bargaining  
47 AGREEMENT; or  
48  
49 Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation  
50 affecting conditions of employment.  
51

1 **2003. TIMEFRAMES.** The written grievance(s) must be filed within 10 workdays after  
2 any of the following:

3  
4 The date the situation(s), action(s), or condition(s) takes place;

5  
6 The date the party becomes aware of the situation(s), etc. The fact that the party was  
7 unaware of the provisions of this agreement or did not question or pursue the situation(s),  
8 etc., to determine its applicability to this procedure will not serve to extend the time limit.

9  
10 Where the situation causing the grievance occurs off-station (e.g., sea trials, TDY, etc.)  
11 and there is no means to timely file the grievance, then the grievance must be filed within  
12 10 workdays of when the means to file becomes available.

13  
14 **2004. FILING OF A GRIEVANCE.** The party submitting the grievance will send an e-mail  
15 that has an attached grievance, which shall include a description of the grievance, dates  
16 of occurrence, name of the group involved (if applicable), and the requested remedy.

17  
18 **2005. UNION GRIEVANCE.** A UNION grievance is a problem filed by the UNION on  
19 behalf of multiple employees, or on behalf of the UNION itself, as an entity. Grievances  
20 must be filed by the UNION via e-mail with the appropriate Department Head or  
21 designated representative, including a copy to the EMPLOYER (HRO) Public Outlook  
22 folder. The subject line of the e-mail shall read "Official Notification GRIEVANCE". The  
23 EMPLOYER shall provide and maintain a list of Department Heads or the designated  
24 representatives to the Chief Representative. Where the problem affects employees in  
25 more than one department the UNION grievance will be submitted to the Shipyard  
26 Commander and HRO Public Outlook folder.

27  
28 The Department Head, Shipyard Commander, or designated representative and the  
29 UNION President or designated representative shall meet within 10 workdays of receipt  
30 of the written grievance. The purpose of this meeting is to hold a formal hearing on the  
31 grievance. UNION representatives at the hearing shall not exceed three in number, of  
32 whom no more than two shall be employees on official time. Appropriate management  
33 officials may also attend the hearing. The Hearing Official shall give a written decision  
34 within 10 workdays after the conclusion of the hearing (copy provided to HRO).

35  
36 In the event that a satisfactory settlement is reached, the parties shall formalize the  
37 agreement in writing, when requested by one of the parties. Copies of the agreement will  
38 be maintained by both parties and will be distributed to the individuals necessary to  
39 implement the terms of the agreement.

40  
41 **2006. EMPLOYER GRIEVANCE.** An EMPLOYER grievance shall be filed within 10  
42 workdays via e-mail to the UNION President and the Chief Representative with  
43 "GRIEVANCE" in the subject line. Within 10 workdays after receipt, the UNION President,  
44 or designated representative, shall hold a formal hearing. The UNION President shall  
45 give a written decision within 10 workdays after the conclusion of the hearing.

46  
47 **2007. REFERRAL TO ARBITRATION.** After the grievance decision is provided, and a  
48 settlement cannot be reached, the other party may refer the matter to arbitration.

49  
50 **2008. EXTENSION OF TIME LIMITS.** All time limits in this Article may be extended by  
51 mutual agreement between the EMPLOYER and the CHIEF Representative for valid

1 reasons provided that a request for extension is presented via the agreed upon official  
2 notification procedure.

## 3 4 **Article 21 - ARBITRATION PROCEDURES**

5  
6 **2101. REQUEST FOR ARBRITRATION.** If the EMPLOYER and the UNION fail to settle  
7 any grievance processed in accordance with this agreement, then a request for arbitration  
8 may be made. Within 10 workdays following conclusion of the grievance procedure the  
9 party desiring arbitration shall send an e-mail notification to the other party and include  
10 ARBITRATION REQUEST on the subject line. The UNION shall send the e-mail to the  
11 Shipyard Counsel with a copy to the Paralegal Specialist and the EMPLOYER shall send  
12 the e-mail to the UNION President and Chief Representative.

13  
14 **2102. SELECTION OF ARBITRATOR.** Within 10 workdays after receiving written  
15 notification by the other party desiring arbitration, the UNION and the EMPLOYER shall  
16 meet to submit an Online Panel Request to request a list of no fewer than seven (7)  
17 impartial persons qualified to act as arbitrators from the Federal Mediation and  
18 Conciliation Service (FMCS) or to mutually agree to select an arbitrator from a previously  
19 requisitioned arbitrator master list. The parties shall share the cost of the FMCS list  
20 equally. If a new list is requested, the parties shall meet within 10 workdays of receipt of  
21 the FMCS list by the parties to select an arbitrator. If the parties cannot agree on one of  
22 the listed arbitrators, then the parties will alternately strike one name from the list until  
23 only one name remains. The remaining arbitrator will be used to conduct the arbitration.  
24 Before beginning the strike process, during even numbered years the EMPLOYER shall  
25 make the first strike, and in odd numbered years, the UNION shall make the first strike. If  
26 either party fails to meet the terms as specified, the other party is free to select an  
27 arbitrator from the list and proceed to arbitration.

28  
29 **2103. USE OF A LABOR/MANAGEMENT PANEL FOR ARBITRATION.** After  
30 arbitration has been requested, the EMPLOYER and the UNION may mutually agree to  
31 submit the grievance to a Labor/Management panel for review in lieu of arbitration. Such  
32 agreement shall be documented with an MOA describing the procedures, the panel's  
33 authority, a clear description of the issue to be decided, and parameters for deciding the  
34 issue.

35  
36 **2104. ARBITRATION EXPENSES.** The fee and expense of the arbitrator shall be borne  
37 equally by the UNION and the EMPLOYER. The arbitrator hearings shall be held during  
38 the regularly scheduled workweek and all employee representatives; the aggrieved  
39 employee and employee witnesses shall be in a pay status without charge to annual  
40 leave while participating in the arbitration proceedings. Under no circumstances shall the  
41 aggrieved employee, representatives or witnesses be paid overtime for participating in  
42 arbitration unless specifically authorized by the EMPLOYER. Should either party fail to  
43 participate in a duly established arbitration, that party will pay all expenses for that  
44 arbitration.

45  
46 **2105. LIMITS ON ARBITRATOR/PANEL.** The arbitrator or panel shall not change,  
47 modify, alter, delete, or add to the provision of the AGREEMENT, as such is the  
48 prerogative of the parties only.

49  
50 **2106. TIMELY DECISION.** The arbitrator or panel will be requested by the parties to  
51 render a decision as quickly as possible, but in any event no later than thirty calendar

1 days after conclusion of the hearing unless the parties otherwise agree.  
2

3 **2107. AWARDS AND EXCEPTIONS.** The arbitrator or panel's award shall be binding on  
4 the parties. The decision of a panel review is final. However, in the case of arbitration,  
5 either party may file exceptions to an award with the Federal Labor Relations Authority  
6 (FLRA), under regulations prescribed by the FLRA. If either party decides to take  
7 exception to the arbitrator's award or to seek advice or guidance from higher authority on  
8 implementation of the award, they will so notify the other party when the exception is filed.  
9

## 10 **CHAPTER 10 – NEGOTIATION**

### 11 **Article 22 - UNION/MANAGEMENT MEETINGS, CONSULTATION AND** 12 **BARGAINING**

13 **2201. INTRODUCTION.** Issues should be resolved collaboratively at the lowest  
14 possible level. The parties recognize collective bargaining requires the parties to meet at  
15 reasonable times to consult and bargain in a good faith effort to reach agreement with  
16 respect to all personnel policies, practices, or other matters affecting general working  
17 conditions of employees in the Units. **Figure 22-1 provides a flow chart depicting the**  
18 **normal process to be followed for meetings, consultation and bargaining.**  
19  
20

21  
22 Nothing in this article shall be construed to limit the rights provided to the EMPLOYER or  
23 the UNION under the Act. The purpose of this article is to define the process and  
24 procedures to be followed by the EMPLOYER and the UNION in exercising their statutory  
25 rights.  
26

27 **2202. MEETINGS AND COMMITTEES.** It is recognized that an essential part of  
28 communication between the EMPLOYER and the UNION are regular meetings and  
29 participation in selected Shipyard committees. The following meetings and committees  
30 provide this level of communication.  
31

32 **2203. MEETINGS WITH SHIPYARD MANAGERS.** The EMPLOYER agrees that the  
33 UNION has the right to meet with the Shipyard Commander, a designated representative,  
34 or other senior Shipyard managers to discuss on-going concerns falling within the  
35 purview of this AGREEMENT. The UNION agrees to submit an agenda, specifying the  
36 subject of the meeting and the anticipated UNION attendees.  
37

38 **2204. DIVISION/DEPARTMENT MEETINGS.** Each Shipyard Department shall establish  
39 monthly meetings with designated UNION representatives for that Department. The  
40 purpose of these meetings is to establish a collaborative effort between the UNION and  
41 the EMPLOYER to benefit the employees. These meetings are to discuss issues and  
42 changes upcoming within the department with the intent of providing clear and open  
43 communication of change to the UNION. The UNION shall also come prepared to  
44 discuss concerns and issues relative to the bargaining unit. For larger Divisions within  
45 each Shipyard Department, regular meetings are encouraged with UNION  
46 representatives from within each organizational group.  
47

48 **2205. COMMITTEE CONSULTATION/PARTICIPATION.** If the EMPLOYER plans to  
49 establish an employee-management committee directly affecting the working conditions  
50 of employees in the Units, the UNION shall be consulted. If such a committee is

1 established, the UNION shall have membership thereon unless expressly prohibited by  
2 rules and regulations. If the regular appointed member cannot attend a meeting, an  
3 alternate with the same rights as the regular member may be appointed by the UNION.

# Meetings, Consultation, and Bargaining

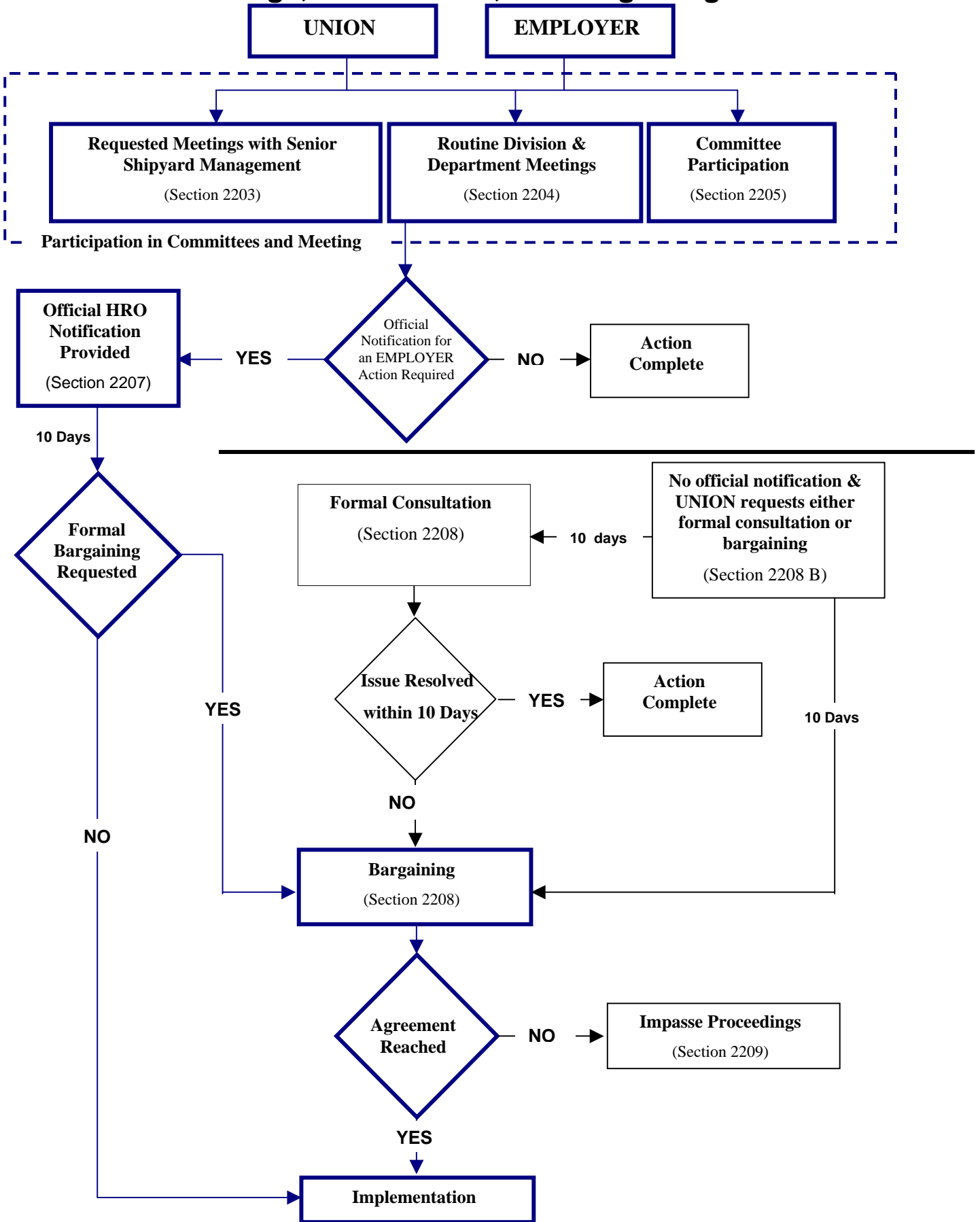


Figure 22-1

1 **2206. COMMITTEE MEMBERSHIP.** The EMPLOYER agrees that the UNION shall have  
2 membership on boards and committees not covered elsewhere in this AGREEMENT as  
3 follows:

- 4 A. Labor Management Partnership Council (LMPC): member(s) as established by the  
5 LMPC Charter;
- 6 B. Incentive Awards Committee: one member to be nominated by the UNION,  
7 providing that such member shall not vote when the Committee considers awards  
8 for management personnel;
- 9 C. Employee Services Committee: one member to be nominated by the UNION;
- 10 D. Office Recreation Committees: one member to be nominated by the UNION,  
11 where they exist or may be established, and cover a significant number of  
12 employees in the Units.

13  
14  
15  
16  
17  
18 **2207. NOTIFICATION.** The following rules will apply when Official Notification to the  
19 UNION is required as a result of an EMPLOYER generated change that affects working  
20 conditions of employees in the bargaining unit.

- 21 A. The EMPLOYER shall provide the UNION Official Notification promptly, but no  
22 later than 10 workdays prior to implementation. If the UNION requests bargaining,  
23 implementation time frames may be affected. For example, changes may be the  
24 result of revised instructions or processes, change of an existing work practice  
25 needed to support the mission, a reorganization or move, or changes in  
26 technology.
- 27 B. When making official notification to the UNION the EMPLOYER (HRO) shall send  
28 electronic notification via e-mail to the Chief Representative and the UNION  
29 President and include all available information about the issue, the proposed  
30 effective date of the change, a management point of contact (POC) and telephone  
31 number for the UNION representative if there are any questions. If contacted by  
32 the UNION, the management POC shall be available for timely consultation. The  
33 subject line of the e-mail shall state "OFFICIAL NOTIFICATION".

34  
35  
36  
37 **2208. BARGAINING/NEGOTIATIONS.** The parties acknowledge there are a variety of  
38 circumstances that may trigger bargaining obligations, e.g., negotiating new collective  
39 bargaining agreements, renegotiating at the expiration of an existing contract and  
40 negotiating procedures and appropriate arrangements for employees when management  
41 exercises a reserved management right as defined in Section 7106 of the Act and  
42 changes conditions of employment. Consultation is face-to-face dialog that, unlike  
43 negotiations, does not involve joint decision-making and the consultative process need  
44 not necessarily result in agreement between the EMPLOYER and the UNION. For  
45 matters appropriate for consultation and negotiation not already covered by the  
46 negotiated agreement, a memorandum of agreement (MOA) shall be executed and  
47 signed by the UNION and the EMPLOYER. All MOAs shall be reviewed for closure or  
48 incorporation into the agreement at the next opening. Any MOA generated as a result of  
49 negotiations shall be filed electronically with the collective bargaining agreement.

- 1 A. If the UNION elects to bargain the UNION shall respond via e-mail to the HRO  
2 representative who originally sent the notification and the management point of  
3 contact within 10 workdays. The subject line of the e-mail shall state "REQUEST  
4 TO BARGAIN" and include the names of the UNION's negotiators and normally will  
5 include written proposals. In the event written proposals cannot be provided within  
6 the 10 workdays, the UNION shall provide a statement of concerns and issues to  
7 be addressed. If the UNION does not respond within 10 workdays or request an  
8 extension from the EMPLOYER the UNION will have waived its right to bargain.  
9
- 10 B. In the event that the UNION is informed of changes by means other than official  
11 notification, the UNION may request consultation or bargaining by promptly  
12 notifying the EMPLOYER (HRO, Public Outlook folder) via e-mail. The subject line  
13 of the e-mail shall include the words "CONSULTATION" or "BARGAINING" as  
14 appropriate. To request consultation the UNION shall promptly notify the  
15 EMPLOYER (HRO, Public Outlook folder) via e-mail. The EMPLOYER shall  
16 schedule the consultation meeting within 10 workdays. If the EMPLOYER does  
17 not act within 10 workdays, the UNION may proceed directly to bargaining. After  
18 consultation the UNION may proceed to bargaining by providing notification to the  
19 EMPLOYER via e-mail within 10 workdays.  
20
- 21 C. GROUND RULES. The following ground rules are required to begin negotiations.  
22 The parties may mutually agree to negotiate additional ground rules.  
23
- 24 • Name of Negotiators for both sides shall be provided at the first meeting.
  - 25 • Negotiations will be held in mutually agreeable locations at times and dates  
26 agreeable to both parties and continue until an agreement or impasse has  
27 been reached.
  - 28 • Either team may call for a caucus at which time the team who has not  
29 requested the caucus will leave the room until called back by the other  
30 team. Caucuses shall be no more than 15 minutes.
  - 31 • There will be natural group breaks and necessary individual breaks during  
32 these negotiations.
  - 33 • Both sides shall exhibit professional meeting courtesies, such as turning off  
34 cell phone and pager ringers.
  - 35 • There will be no secrecy concerns about the negotiations. All discussions  
36 pertaining to negotiations shall not be restricted from discussion with others  
37 with the understanding that the negotiations are open and subject to change  
38 until an agreement is signed.
  - 39 • Either side for any reason may table negotiations on any proposal. The  
40 tabled issue shall be dealt with last.
  - 41 • Counter-proposals shall be in writing at the request of the other party.
  - 42 • At a minimum, two negotiators from each team must be present to continue  
43 negotiations, unless the party agrees to proceed with only one member.  
44 Any one of the negotiators has the authority to conduct negotiations.
  - 45 • There shall be no side bar agreements.
  - 46 • Minutes shall not be officially taken during negotiations. Notes taken during  
47 the negotiations by either team are just that and have no future value as far  
48 as binding either side.
  - 49 • The negotiations are complete when both the UNION and the EMPLOYER  
50 have signed the MOA.

1  
2 **2209. IMPASSE PROCEEDINGS.** If the parties cannot reach agreement, the parties will  
3 follow impasse proceedings through the Federal Mediation and Conciliation Service  
4 (FMCS) to the Federal Service Impasses Panel (FSIP) or follow established negotiability  
5 procedures of the Federal Labor Relations Authority (FLRA). The EMPLOYER shall not  
6 implement the change before the impasse is resolved, except where there is a  
7 negotiability issue. Where there is a negotiability dispute, the EMPLOYER understands  
8 the risk of implementation. Should either party feel the need for immediate action, that  
9 party will request expedited handling by the other party (and the FMCS and FSIP, if  
10 appropriate).

11  
12 **2210. EXTENSION OF TIME LIMITS.** All time limits in this Article may be extended by  
13 mutual agreement between the EMPLOYER and the Chief Representative for valid  
14 reasons provided that a request for extension is presented via the agreed upon official  
15 notification procedure.  
16

## 17 **CHAPTER 11 – MISCELLANEOUS PROVISIONS**

### 18 **Article 23 - EMPLOYEE MOVES**

19  
20  
21 **2301. GENERAL.** The purpose of this article is to provide basic requirements for the  
22 movement of Unit employees and to provide clean and functional work areas that  
23 enhance the professional working environment. Movement of Unit employees may  
24 constitute a change in working conditions. Unit employees are assigned to two primary  
25 work locations; office buildings, or Waterfront Support Facilities, e.g., condos, barges, etc.  
26

27 **2302. NOTIFICATION REQUIREMENTS.** The EMPLOYER agrees to notify the UNION  
28 at least 10 workdays prior to moving the work location of bargaining unit employees.  
29 Upon official notification to the UNION, the EMPLOYER shall provide a scale drawing that  
30 shows the footprint of the space to be occupied, and the layout shall show the location of  
31 furniture, file cabinets, safes, computers, phones, office equipment, windows, and food  
32 service equipment (if applicable).  
33

34 This notification is not required when the move is;

- 35  
36 A. to an established office space where the UNION and the EMPLOYER have agreed  
37 to the basic facility's arrangement or  
38  
39 B. to an established project's Waterfront Support Facility where the UNION and the  
40 EMPLOYER (Project Manager) have agreed to the basic facility's arrangement or  
41  
42 C. temporary, i.e., less than 30 consecutive days. This exception is intended to cover  
43 necessary short duration moves (e.g. tiger team, off station work, sea trials,  
44 training etc) and shall not be used to move an employee for additional consecutive  
45 periods to the same assignment.  
46

### 47 **2303. USE OF COMMITTEES FOR PLANNING MOVES**

48  
49 The EMPLOYER may establish committees to develop preliminary move plans; the  
50 committee shall consist of one Management representative, one UNION representative,

1 one Production Facilities Coordinator, and may include Unit employee volunteers from  
2 the affected work group. Committee results shall be provided to the UNION at the time of  
3 official notification.

#### 4 5 **2304. BASIC PROVISIONS FOR MOVES**

- 6  
7 A. **REASONABLE ACCOMMODATION.** The EMPLOYER recognizes its  
8 responsibility to provide reasonable accommodations for the conditions under the  
9 Rehabilitation Act. It is the employee's responsibility to notify the first line  
10 supervisor of the need for accommodation under this section. The employee may  
11 be required to provide medical documentation.
- 12  
13 B. **FURNISHINGS.** When moving employees, the EMPLOYER shall provide  
14 individual workspaces for Unit employees that are 63 square feet (usually 8' x 8' or  
15 9' x 7') in size as a minimum unless previously approved. If meeting this  
16 requirement is not feasible the EMPLOYER shall negotiate the individual  
17 workspace sizes with the UNION. Employees who are moved will be provided all  
18 furnishings and equipment necessary for their assigned duties and responsibilities.  
19 Employees shall be provided a means for securing personal belongings. When  
20 replacing furniture or moving employees the EMPLOYER shall normally provide  
21 ergonomically designed modular furniture with integrated desks except for  
22 Waterfront Support Facilities.
- 23  
24 C. **AREA ASSIGNMENT.** The EMPLOYER reserves the right to assign personnel to  
25 functional work responsibilities (when mission essential), which may dictate that  
26 certain individuals, be co-located. After the EMPLOYER makes the initial  
27 assignments for functional responsibility, individual seating shall be determined by  
28 seniority using unadjusted service computation dates. Individual seating  
29 selections shall not displace existing employees
- 30  
31 D. **ERGONOMICS.** When procuring new or used office and computer furniture, the  
32 EMPLOYER shall provide furniture that allows easy adjustments of chairs height  
33 and keyboard position. All employees involved in a move may request through  
34 their supervisor an ergonomic review of the workspace.
- 35  
36 E. **COMPLIANCE WITH RULES.** The EMPLOYER shall comply with the provisions  
37 of all Occupational Safety and Health, Fire Department regulations, and Shipyard  
38 instructions when designing new office spaces or moving employees. For  
39 example, the EMPLOYER shall provide and maintain first aid kits, current safety  
40 and fire code certifications, and posted building evacuation plans.
- 41  
42 F. **MOVEMENT/TRANSPORTATION.** The EMPLOYER shall provide all necessary  
43 packing supplies needed to pack employee and office belongings and shall provide  
44 the necessary labor/transportation services so that Unit employees will not be  
45 required to move their own belongings or equipment to the new location.
- 46  
47 G. **HVAC.** During a move within an existing area occupied by IFPTE bargaining unit  
48 employees, the EMPLOYER shall continue to maintain existing heating and  
49 ventilation system (may be natural ventilation) and air conditioning, if applicable,  
50 throughout the affected work areas, common spaces, and restrooms, and shall  
51 take proactive steps to correct any deficiencies with the building systems.

1  
2 If the move involves increasing the number of employees assigned to affected  
3 work area by more than 15% the EMPLOYER shall request that an inspection be  
4 performed to determine the quality and quantity of the air flow for the affected  
5 space to include CO2 monitoring and spot check air flow measurements and shall  
6 ensure that the space meets the requirements for the number of occupants  
7 assigned. Identified deficiencies shall be written as work orders and corrective  
8 actions taken promptly with safety deficiencies given highest priority.

9  
10 When creating new office spaces that have never been occupied by the bargaining  
11 unit members, the EMPLOYER shall ensure that HVAC systems (if applicable)  
12 meet the requirements of the DOD Unified Facilities Criteria.

- 13  
14 H. **RESTROOMS.** The EMPLOYER shall ensure that restrooms are adequate in  
15 number to accommodate the number of employees assigned to the building/area  
16 per applicable laws, rules and regulations. All restrooms shall be clean and in  
17 good conditions and have hand washing facilities, paper towel dispensers, soap  
18 dispensers, and trash receptacles.
- 19  
20 I. **LIGHTING.** The EMPLOYER shall provide adequate lighting. The EMPLOYER  
21 recognizes there may be some workstations that will require additional lighting. If  
22 areas of inadequate lighting are identified the Energy Conservation Manager will  
23 be notified to research and resolve the lighting issue.
- 24  
25 J. **WALK THROUGH.** The EMPLOYER and the UNION shall perform a joint walk-  
26 through inspection of all subject areas addressed in the move. The joint walk-  
27 through inspection shall be performed within 30 days following the relocation of  
28 employees to ensure that items within this section and/or items identified in a  
29 supplemental Memorandum of Agreement have been addressed and corrective  
30 action taken or requested.

31  
32 **2305. NEW CONSTRUCTION/MAJOR RECONSTRUCTION.** When the EMPLOYER is  
33 informed of the approval for new construction and/ or major reconstruction of office or  
34 waterfront buildings that will be occupied by Unit employees, the EMPLOYER shall  
35 provide the UNION the proposed DD1391, and the opportunity to offer information and  
36 suggestions to the EMPLOYER.

37  
38 Major construction or reconstruction projects are routinely briefed to the Shore Facilities  
39 Planning Board. If more information on a project of special interest is desired, the UNION  
40 shall receive a brief/review on the project design by contacting the Shipyard Facilities  
41 Division Head.

## 42 43 **Article 24 - CHILD AND DEPENDENT CARE**

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45 **2401. INTRODUCTION.** The EMPLOYER and the UNION recognize the employees  
46 may have child-care and dependent-care (parents, siblings etc...) needs during normal  
47 working hours. The parties also recognize that adequate care facilities for the needs of  
48 all employees is desirable, whether long-term or on an emergent basis. The EMPLOYER  
49 agrees to reasonably accommodate the child-care and dependent-care needs of  
50 employees in accordance with applicable laws, rules, and regulations in effect at that time  
51 (e.g. Leave, hours of work, overtime, part-time employment).

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**2402. OTHER CONSIDERATIONS.**

- A. The EMPLOYER shall establish a maternity packet that provides procedures and policies beneficial to expecting employees or their families.
- B. The EMPLOYER agrees to maintain an expressing area for nursing women in either building 850 or building 850A. The EMPLOYER also agrees to consider providing additional areas as the need arises. The areas shall consist of a comfortable enclosed area with a chair, sink, privacy curtain, and power receptacles. Utilizing a portion of current women’s facilities is an option.

**Article 25 - PUBLICITY**

**2501. UNION INTRANET PAGE.** The EMPLOYER agrees to provide an “IFPTE LOCAL 12” home page on the intranet. The page will include an official UNION Representative list with points of contact information, ULP notices that require posting, and links to the current Collective Bargaining Agreement, the IFPTE Local 12 website, and forms necessary to execute this AGREEMENT (UNION Dues Allotment Form).

**2502. NEWS ITEMS.** The EMPLOYER shall publish in the Salute or post in “News You Can Use” on a space available basis, approved notices or other appropriate news items of general interest.

**Article 26 - PARKING**

**2601. PARKING AGREEMENT.** The Naval Station Bremerton Parking Instruction shall govern shipyard parking. When the EMPLOYER receives notification of any intended change to that instruction, the UNION shall be notified and given an opportunity to invoke any bargaining rights that may exist prior to implementing any such change. Any alleged violation of the employee’s rights under that policy may be pursued through the Negotiated Grievance Procedure.

**Article 27 - DURATION AND CHANGES**

**2701. DURATION.** This AGREEMENT shall remain in full force and effect for a period of two years from the date of its approval by the Department of Defense Field Advisory Services. This AGREEMENT may be extended by mutual agreement of the parties. The parties shall meet approximately sixty days prior to the expiration date of this AGREEMENT to discuss extension of the AGREEMENT. At that time, if either party desires to commence negotiations on a new agreement, they shall request to do so. This AGREEMENT shall remain valid so long as the UNION is entitled to exclusive recognition under the Act.

**2702. OTHER OPENING.** This AGREEMENT may be opened for amendment of existing articles by mutual consent of the parties at any time after it has been approved/validated. Any requests for amendment shall be in writing to HRO/UNION, and include a brief summary of the requested amendment. The responding party will meet with the requestor within 10 workdays to discuss the amendment, and at this meeting shall make the decision whether or not to begin negotiations.

1 **2703. EFFECTIVE DATE OF CHANGES.** All provisions of this original AGREEMENT  
2 not currently in effect shall become effective within thirty calendar days from the approval  
3 date of this AGREEMENT. A copy of the AGREEMENT and any changes incorporated  
4 under Section 2702, and any properly executed Memorandums of Agreement (MOA)  
5 shall be posted on the Shipyard Intranet.

APPENDIX A  
CONTINUING SUPPLEMENTAL AGREEMENTS

The PARTIES agree that the supplemental agreements listed below shall continue after the effective date of this AGREEMENT. The PARTIES agree that all other supplemental agreements between the PARTIES executed prior to the effective date of this AGREEMENT are terminated and may be reactivated only by mutual agreement between the PARTIES.

DATE            SUBJECT

1	06/27/94	POLICY ON ASSIGNMENT OF DOSIMETRY BRANCH OVERTIME
2	12/02/1995	GLOBAL MOU CONCERNING SY FLSA GRIEVANCES AND LITIGATION W/ SUP. AGRMT OF 12/23/96
3	02/09/96	SMOKING POLICY FOR SHIPYARD EMPLOYEES
4	03/09/00	REORGANIZATION OF THE CALIBRATION LABS
5	08/07/03	OVERTIME POLICY C/105.3 & C/105.4
6	12/04/03	ACHIEVEMENT REVIEW BOARD
7	05/12/04	CODE 120 RELOCATION
8	04/08/04	STRETCH & FLEX EXERCISE PROGRAM IMPLEMENTATION

In witness whereof the parties hereto have executed this written Agreement on this the 3rd day of December, in the year 2004.

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FOR THE UNION  
Robert Steinmetz  
President  
International Federation Of  
Professional And Technical  
Engineers Local #12

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FOR THE EMPLOYER  
J.C. Orzalli  
Captain, U. S. Navy  
Shipyard Commander

Sheila Perez  
Negotiator

Nancy Noble  
Negotiator

Elaine Wrightson  
Negotiator

Gerald Nyland  
Negotiator

Russ Shiplet  
Negotiator

Dave Henry  
Negotiator

April Mills  
Alternate

Dan Lawler  
Negotiator

This Agreement was approved by the Secretary of Defense on the      day of      in the year 2004.

In witness whereof the parties hereto have executed this written Agreement on this the 21st day of January, in the year 2005.

/s/ Robert Steinmetz  
FOR THE UNION  
Robert Steinmetz  
President  
International Federation Of  
Engineers Local #12

/s/ Cathy Higdon for  
FOR THE EMPLOYER  
Nancy Noble  
Chief Negotiator  
Professional And Technical

This Agreement was approved by the Secretary of Defense on the      day of      in the year 2005.