COLLECTIVE BARGAINING AGREEMENT
BETWEEN

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

March 2009
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL #12 & PUGET SOUND NAVAL SHIPYARD AND INTERMEDIATE MAINTENANCE FACILITY

AN AGREEMENT

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PREAMBLE

This AGREEMENT is made by and between the Puget Sound Naval Shipyard and Intermediate Maintenance Facility hereinafter referred to as the "EMPLOYER" and the International Federation of Professional and Technical Engineers, Local No. 12, hereinafter referred to as the "UNION". The Federal Service Labor-Management Relations Statute, Title 5, Chapter 71 of the U.S. Code, which hereinafter will be referred to as “the Act”, governs public employers and labor organizations in the matters of collective bargaining in the civil service.

Whenever language in this agreement refers to specific duties or responsibilities of the EMPLOYER it is agreed that the EMPLOYER retains the sole discretion to assign work and to determine who will perform the function discussed. Whenever language refers to the Supervisor, it is understood that this refers to the EMPLOYER and not specifically to any supervisor.

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

The parties agree to the following Articles:

CHAPTER 1 – CONTRACT ADMINISTRATION

Article 01 - GOVERNING REGULATIONS

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

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

Article 02 - RECOGNITION AND UNIT DESIGNATION

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

0202. UNIT DEFINED. This Agreement applies to all graded professional employees as designated by Bargaining Unit Status (BUS) code 5585 and non-professional employees designated by BUS code 5550 in the field of engineering and related physical sciences, excluding supervisors and management officials.
CHAPTER 2 – RIGHTS

Article 03 - RIGHTS OF EMPLOYER

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

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

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

Article 04 - RIGHTS OF EMPLOYEE

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

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

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

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

0405. TERMINATION OF ALLOTMENT. Unit employees may terminate voluntary allotment of UNION dues only as described in Section 7115 of the Act. Employees may terminate their UNION dues allotment by submission of a Standard Form 1188 (or facsimile) to the EMPLOYER (Payroll). Upon receipt, the EMPLOYER shall promptly forward a copy of the SF 1188 to the UNION. Employees may withdraw from the UNION any time after one full year of membership.
Article 5 - RIGHTS OF UNION

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

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

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

A. The UNION agrees to limit full time assignments at any time during the year if the duties performed do not justify a full time assignment.

B. The EMPLOYER reserves the right to return the representative(s) to regular duties if the work situation in the representative's parent organization so requires. The EMPLOYER agrees to provide in writing to the UNION the reasons why the representative(s) must be returned to his/her parent organization.

C. The representatives assigned to the UNION office may request a Flexitour or Compressed Work Schedule to improve availability to employees in the Units during non-duty hours. Both the employee’s supervisor and the UNION President must agree to the approved work schedule.

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

UNION representatives and employee meetings during working hours will be by scheduled appointment. The UNION representative will coordinate with his/her supervisor, the Unit employee, and the Unit employee’s supervisor, to determine a mutually agreeable time and location. The UNION Representative will inform the supervisor of the nature of the business. Permission for the UNION representative to leave the job will be granted promptly unless such absence would cause an undue interruption of work.
0505. UNION BUDGET. The UNION shall be given a budget of official time for 5.5 Full Time Equivalents (FTEs) allocated for charging the three full time positions provided in 0503 and other official UNION duties except as provided in 0506. These FTEs will be charged to the Engineering and Planning Department supplied Job Orders. Only UNION representatives may charge to the UNION budget.

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

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

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

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

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

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

A. The office shall have telephone service with un-restrictive local access, access to DSN (or equivalent), and long distance service for official use. The phone numbers of the UNION office shall be listed in the EMPLOYER directory.

B. The office shall be reasonably and ergonomically furnished. Furnishing shall include (but not be limited to) one computer per each full time representative with access to the EMPLOYER’S electronic mail system, Internet and Intranet access, conference room table and chairs.
C. The UNION shall be permitted to operate computer telephone modems and/or fax equipment from the UNION office on phone lines other than the EMPLOYER phone and computer system.

D. The UNION shall not establish any connections between a UNION computer and any Department of Navy computer.

E. Access by UNION representatives shall be unlimited, except for reasons of security or safety, such as security lockdown, Shipyard closure or natural disaster.

F. Minimum square feet for the UNION office shall be 1,250 sq. ft.

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

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

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

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

A. is normally maintained by the agency in the regular course of business,

B. is reasonably available and necessary to full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining, and

C. does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

The UNION shall provide an e-mail request for information with a subject line of “RFI” to HRO Public Outlook Folder. The request shall include the reason for the request and provide sufficient detail in order to determine the EMPLOYER’s obligation to provide the information. HRO shall provide the information within 10 workdays of receipt of the request or reply with an expected completion date if unable to comply within the
timeframe. An explanation in writing shall be provided to the UNION for any denied
requests.

0515. UNFAIR LABOR PRACTICES (ULP). Section 716(a) of the Act specifies those
actions, which if taken by the EMPLOYER, would constitute a ULP. If the UNION believes
that the EMPLOYER has committed a ULP and intends to file an allegation with the
Federal Labor Relations Authority (FLRA), the UNION shall provide the Shipyard
Commander a copy of the complaint 10 workdays prior to filing.

CHAPTER 3 – SAFETY & HEALTH

Article 6 - SAFETY AND HEALTH

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

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

0603. REPORTING UNSAFE CONDITIONS. When there are perceived unsafe or
unhealthful conditions observed by an employee he/she should report them to the
cognizant area supervisor or the EMPLOYER’s Occupational Safety and Health Office. If
an employee encounters a work situation, which the employee considers to present an
undue risk, the employee shall report the unsafe condition to the cognizant area
supervisor or Code 106. The employee should be provided with additional direction as
required.

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

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

0606. PERSONAL PROTECTIVE EQUIPMENT (PPE). The EMPLOYER agrees to
provide all necessary personal protective equipment required by law to perform duties as
assigned. This includes, but is not limited to, hard hats, flashlights, earplugs, eye
protection (including prescription safety glasses), and safety shoes.

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

CHAPTER 4 – WORK HOURS & PAY

Article 7 - HOURS OF WORK

0701. WORK SCHEDULES. The Standard Work Schedule is defined in Paragraph A.
Upon Supervisory approval, employees may select from the following alternate work
schedules:
Flexitour Work Schedule as defined in Paragraph B.
Compressed Work Schedule as defined in Paragraph G.

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

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

<table>
<thead>
<tr>
<th>6:00 to 8:20</th>
<th>8:20 to 2:30</th>
<th>2:30 to 5:20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flexible</td>
<td>Core Hours</td>
<td>Flexible</td>
</tr>
</tbody>
</table>

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

NOTE 1: Occasionally, on a case basis, for a short-term duration, a supervisor may allow
an employee to work through lunch in order to odd shift.
NOTE 2: When using a 20 minute lunch, work hours may need to be adjusted to ensure that the employee is in a pay status for a total of 8 hours for each day, when leave is used or overtime required.

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

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

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

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

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

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

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

H. TIMEKEEPING. Employees participating in FWS or CWS shall be required to sign in and out daily on a time and attendance sheet. Employees working a Standard Shift (i.e. 7:20 to 4:02) shall not be required to sign in or out.
I. **SCHEDULE REVIEW.** For Alternate (FWS or CWS) Work Schedule requests the immediate supervisor shall give the employees their choice of schedules in order of seniority, beginning with the oldest unadjusted service computation date, giving due consideration to ensuring adequate coverage of work. If new employees enter a work unit or new schedules are requested, the choice of schedules shall be reviewed on the 1st of January each year with the choice based on seniority considering qualifications. Employees changing assignments (i.e. new supervisor) need to request an alternate work schedule, if desired, with their new supervisor.

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

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

L. **SHIFT CHANGE.** When an employee’s work schedule is changed, or the employee is assigned to another standard shift, the EMPLOYER shall provide at least seven days advance notice and to effect such change for a minimum of two full weeks unless the agency would be seriously handicapped in carrying out its functions or face substantially increased cost. Shift changes shall not normally be directed where the employee shall have less than sixteen hours off before recommencing work. The UNION recognizes circumstances occur which requires the EMPLOYER to move manpower to other work schedules with little or no advance notice.

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

A. Work scheduled to accomplish the mission of the Shipyards;

B. Work scheduled to correspond with actual work requirements.

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

0703. VARIATION IN OVERTIME WORK SCHEDULES. The EMPLOYER agrees that variations in overtime work schedules shall be considered upon written request of the employee. Among the factors that shall be considered are work requirements, the degree and extent of the variation requested, the necessity for supervision, and the employee’s reasons for such request. Normally the supervisor’s response shall be in writing.
0704. ADJUSTMENT OF WORK SCHEDULE FOR RELIGIOUS OBSERVANCES.
When the employee’s personal religious beliefs require that the employee abstain from
work during certain periods of the work day or work week, the EMPLOYER shall afford
the employee the opportunity to work and use compensatory time in accordance with 5
CFR 550.1002 to the extent that such arrangements do not interfere with the
EMPLOYER’s mission.

0705. ASSIGNMENT TO BACKSHIFTS. It is agreed that the EMPLOYER shall
determine the codes, numbers of employees, job ratings, and qualifications, when
assigning Unit employees to back shifts. Assignment to back shifts shall be distributed
among qualified candidates. The EMPLOYER agrees to give consideration to those
employees desiring to further their education when making shift assignments. Selections
from among employees meeting the assignment requirements shall be made in
accordance with the following procedure:

A. Volunteers. When vacancies occur on back shifts, qualified volunteers shall be
given first consideration for the assignment. If the number of qualified volunteers
exceeds the number of vacancies, seniority shall be used in selecting volunteers.
Seniority shall be determined by use of unadjusted service computation dates.
Back shift assignments shall begin with the most senior qualified volunteer, and
then rotate through the seniority list. Once a volunteer receives an assignment,
s/he shall not be eligible for consideration until a full rotation of the volunteers on
the volunteer list has occurred.

B. Identification of volunteers. A list of qualified volunteers shall be maintained for
work units that are working back shifts. Employees are responsible for notifying
their supervisor of their desire to be included on (or removed from) the volunteer
list. Volunteer lists shall be made available to the UNION upon request for
applicable work units.

C. Non-volunteers. If an insufficient number of volunteers are available for the back
shift assignment, the selection shall start with the least senior qualified employee,
and shall rotate through the seniority list of qualified employees in inverse order in
making the back shift assignments. Once a non-volunteer receives an
assignment, the employee shall not be considered for a further involuntary shift
assignment until a full rotation of the seniority list has occurred. Employees may
be excused from an assignment if sufficient justification of a hardship is provided.
In those cases, employees will retain their position in the rotation for future
consideration.

D. Exceptions and limitations. It is understood that in some limited circumstances
assignment to a shift may be justified without the use of seniority in order to meet
the mission of the Shipyard due to such factors as the Employee’s current or near-
future critical job assignment. But in no case shall the EMPLOYER not consider
volunteers first.

0706. ADMINISTRATIVE EXCUSALS. Shipyard policy is to remain open and operating
at all times regardless of the weather conditions. All employees shall assume the
Shipyard is operating as usual unless other instructions have been broadcast by the
EMPLOYER on AM radio stations KIRO, KOMO or TV news broadcasts from KOMO-4,
KING-5, and KIRO-7. The Shipyard Commander is the only official authorized to curtailing operations and establish leave policy during these extreme weather conditions or other unforeseen events. If an employee determines commuting to work is unsafe, he/she should contact supervision and request annual leave. The supervisor may approve tardiness or brief absences during the workday provided the reason for the absence is acceptable. Such absence may not exceed 30 minutes duration.

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

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

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

0708. AUTOMATED ACCESS CONTROL SYSTEM. The following guidelines apply to the EMPLOYER’S operation of the Automated Access Control System (AACS) or “turnstiles”:

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

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

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

The EMPLOYER shall process written employee claims for compensation for time an employee is retained in or kept out of areas controlled by AACS as a result of security or other drills, power outages, or inoperable AACS equipment. Such claims must be submitted in writing to an employee's immediate supervisor or designee and will include all pertinent facts.

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

ARTICLE 8 - OVERTIME AND PAY

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

0802. ASSIGNMENTS OR RELEASE. Overtime assignments shall be distributed among qualified employees as determined by the EMPLOYER according to their skills and familiarity with the work giving first consideration to employees currently assigned to the work. An employee will, upon request, be released from overtime assignment provided the reasons are valid and another qualified employee familiar with the work is available for the overtime. The EMPLOYER will make existing records of overtime for employees in the Units available to the UNION, upon its request, to aid in settling grievances. It is mutually agreed that all overtime will be kept to a minimum necessary to meet Shipyard commitments. A reasonable attempt may be made to not work the employee over thirteen consecutive days or more than sixteen hours per day.

0803. MEAL BREAK. During overtime assignments the EMPLOYER may, release employees from their assignment for a reasonable duty free (non-paid) period to enable the employee to obtain food.

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

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

0806. STANDBY DUTY. When an employee performs standby duty as defined in 5 CFR 551.431 for a period of twenty-four continuous hours or more, the employee will be paid for sixteen of the twenty-four hours (commonly referred to as the two-thirds rule) or for the actual hours worked if more than sixteen. Authorized Shipyards officials must order standby duty. Such official authorization will be made in advance of the standby duty, and in the case of standby duty on vessels underway, will normally be authorized in writing on the travel orders. Where standby duty is not authorized in advance on the travel orders, the EMPLOYER will designate an individual on the trip who will have authority to approve standby duty if warranted by unanticipated circumstances.

0807. CELL PHONES AND PAGING DEVICES. An employee may be required to carry an EMPLOYER provided pager/cell phone, or respond to telephone calls during off duty hours as defined in 5 CFR 551.431. An employee shall not be required to provide the EMPLOYER with his or her personal pager number or cell phone number unless that number is the only means of contacting the employee at home. Assignments shall be rotated among qualified employees and consideration given to duration of assignment to not unfairly restrict employees for extended periods of time. When an employee is paged or called for technical assistance outside the employee’s paid hours of work, that employee will be compensated for actual hours worked in accordance with applicable overtime and pay regulations (e.g. time must be greater than six minutes). Authorization to earn overtime for telephone technical assistance must be made in advance (for example: contacted by supervisor or assigned by a duty call list and contacted by an authorized representative of the EMPLOYER).

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

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

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

CHAPTER 5 – HOLIDAYS & LEAVE

Article 9 - HOLIDAYS

0901. PRESCRIBED HOLIDAYS. All employees in the Units shall be entitled to all holiday benefits, which are now, or will be in the future, prescribed by law or Executive Order.
0902. HOLIDAY EXCUSAL. When the EMPLOYER receives notice of an Executive Order too late to excuse those persons ordered to be excused, the EMPLOYER will consider granting equivalent time off, without charge to annual leave (i.e., administrative leave), when compatible with the Shipyard’s mission requirements and not prohibited by the Executive Order.

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

A. on Monday immediately preceding a holiday on a Tuesday,

B. on Friday immediately after a holiday on a Thursday,

C. for the Christmas Holiday period, which shall be no more than five consecutive workdays.

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

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

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

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

For non-volunteers, the EMPLOYER shall notify all employees who are required to work the holiday curtailment at the earliest possible date. The EMPLOYER shall ensure that
employees have a minimum of seven days advance written notice, unless EMPLOYER
determines the agency would be seriously handicapped in carrying out its functions or
face substantially increased cost. In emergent/unforeseen situations, the EMPLOYER
shall provide a verbal notification to the employee.

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

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

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

If an employee working during the curtailment reasonably believes that an examination
(e.g. meeting or investigation) may result in disciplinary action, the employee may request
UNION representation. A UNION callback list shall be included in the Shipyard
curtailment call back list.

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

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

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

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

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

ARTICLE 10 - SICK LEAVE AND FAMILY LEAVE

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

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

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

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

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

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

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

The EMPLOYER will review the medical certification requirement annually prior to the anniversary of issuance to make a determination if there has been substantial
improvement in the employee's sick leave usage. If the review results in continuance of
the requirement, the employee will be formally notified of the decision on or before the
anniversary date of issuance. If the EMPLOYER does not issue notification of
continuance, the letter of requirement will be considered canceled. The EMPLOYER
agrees that the previous record will not be referred to or introduced as evidence in
determining further abuse of sick leave.

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

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

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

A. The maximum advance sick leave for career and career conditional employees
shall not exceed thirty days, and an employee holding a limited appointment may
be advanced sick leave only in the amount, which will be earned during the
remaining period of employment.

B. There is reasonable evidence, substantiated by a statement from the employee's
personal health care provider and the Medical Officer, that the employee will be
capable of returning to work and fulfilling the full scope of their duties.

C. Sick leave will not be advanced to an employee known to be contemplating
separation by retirement or resignation.

D. That all available accumulated sick leave to the employee's credit is exhausted
and that all annual leave over eighty hours has been used.

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

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

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

ARTICLE 11 - ANNUAL LEAVE, COMPENSATORY TIME, OR LEAVE
WITHOUT PAY

1101. APPROVAL. The EMPLOYER shall approve and schedule, as appropriate, leave
requests (annual leave or compensatory time), throughout the leave year, so that no
employee must forfeit annual leave and to prevent earned compensatory time from being
paid as salary. Approval of leave for emergency reasons will be given special
consideration. Leave to cover unscheduled events not of an emergency nature will be
considered on a case basis. Subject to the needs of the EMPLOYER, an employee's
request for leave should receive prompt approval or disapproval. An employee request
for leave on a workday that occurs on a religious holiday associated with the employee's
religious faith shall be approved to the extent that such arrangements do not interfere with
the EMPLOYER's mission.

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

A. The Family and Medical Leave Act of 1993 (FMLA) (Public Law 103-3, February 5,
1993), provides covered employees with an entitlement to a total of up to 12 weeks
of unpaid leave (LWOP) during any 12-month period for certain family and medical
needs. (See 5 CFR part 630, subpart L.)

B. The Uniformed Services Employment and Reemployment Rights Act of 1994
(Pub.L. 103-353) provides employees with an entitlement to LWOP when
employment with an employer is interrupted by a period of service in the uniformed
service. (See 5 CFR 353.106.)

C. Executive Order 5396, July 17, 1930, provides that disabled veterans are entitled
to LWOP for necessary medical treatment.

D. Employees may not be in a pay status while receiving workers' compensation
payments from the Department of Labor.

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

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

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

1104. REVIEW OF LEAVE SCHEDULE UPON MOVEMENT. In cases of movement of
an employee from one organizational element to another, previously scheduled leave for
vacation purpose shall be discussed with the EMPLOYER for confirmation or
rescheduling.
1105. CURTAILMENT OF OPERATIONS FOR OTHER THAN HOLIDAY CLOSURES.

If, for any reason, the EMPLOYER schedules a curtailment of operations or will require employees in the Units to use leave (annual leave, compensatory time, or leave without pay), the EMPLOYER will notify the UNION as soon as the possibility is known. Leave, as used in this Section, refers to situations where the EMPLOYER requires employee(s) to use leave to accommodate periods of low work availability, breakdown of equipment, budgetary constraints, etc. Leave, as used in this Section, does not include when the EMPLOYER requires employee(s) to schedule and use leave to prevent the carry-over of “must” leave.

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

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

CHAPTER 6 – TRAVEL

Article 12 - TRAVEL

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

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

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

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

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

1206. GOVERNMENT CHARGE CARDS AND ADVANCE PAYMENTS. Employees who perform TDY travel will normally obtain and use a Government Charge Card (GCC)
for that purpose. The EMPLOYER will assist employees in obtaining such cards and will
provide information regarding how they are to be used. The policies and procedures for
the Government travel charge card program and exemptions from mandatory use of the
GCC are found in the DoD Financial Management Regulation (DoD 7000-14-R), Volume
9, “Travel Policy and Procedures.” NOTE: An employee’s inappropriate use of a GCC
could adversely affect his/her employment. The policies and procedures for the travel
without a GCC are found in the Joint Travel Regulations (JTR) Chapter 1.

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

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

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

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

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

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

A. LODGING. When commercial lodging is authorized, the employee shall be
allowed to request the establishment. Normally the EMPLOYER will not require
any employees in the Units to stay in government quarters (BOQ/BEQ/BQ, etc.)
that do not meet the adequacy conditions specified by current DOD Instruction.
The EMPLOYER will normally determine space availability at government quarters
(BOQ/BEQ/BQ, etc.) prior to traveler(s) departure and not require additional
endorsement on the orders at the temporary duty station. The EMPLOYER agrees
that the requirement to stay in government quarters should not restrict after hours
activity any more than would be expected in commercial lodging.

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

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

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

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

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

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

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

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

CHAPTER 7 – JOBS

Article 13 - PROMOTIONS AND ASSIGNMENTS

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

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

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

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

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

ARTICLE 14 - POSITION DESCRIPTIONS AND MISASSIGNMENTS

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

1402. GRIEVANCE/APPEALS. When an employee disputes the accuracy of his/her official job or position description as compared to the work actually performed, he/she may dispute the accuracy of their official job or position description through the negotiated Grievance Procedure. If the matter is an appeal of a classification of a position excluded from the grievance procedure, the employee may pursue the matter through the Classification Appeals Procedure.

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

ARTICLE 15 - EMPLOYEE DEVELOPMENT & PERFORMANCE
APPRAISAL PROGRAM

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

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

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

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

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

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

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

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

1509. PERFORMANCE APPRAISAL. Performance appraisals for employees in the
Units shall be governed by the EMPLOYER’s Performance Appraisal Review Process
(PARP) Instruction 12430.4.
ARTICLE 16 - REDUCTION IN FORCE AND REPROMOTION

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

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

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

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

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

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

Article 17 - CONTRACTING OF WORK

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

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

CHAPTER 8 – DISCIPLINARY/ADVERSE ACTION

Article 18 - DISCIPLINARY/ADVERSE ACTIONS

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

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

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

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

CHAPTER 9 GRIEVANCE PROCEDURES

Article 19 - PROBLEM RESOLUTION AND GRIEVANCE PROCEDURES

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

1902. SCOPE AND COVERAGE. This Article provides for the mutually beneficial, sole procedure for settlement of employee problems and grievances as defined in Section 7121 of the Act. The following subjects are excluded from these procedures:
A. Separation of probationary employees and termination of temporary employees.

B. Termination of grade and pay (salary) retention;

C. Retirement, life insurance or health insurance;

D. Non-selection for promotion of an employee certified to the selecting official in the best qualified group of applications when the sole basis for the grievance is an allegation by the employee that the employee is better qualified than the person selected;

E. A fitness for duty examination decision reviewable under Part 831 of OPM Regulations;

F. Action taken at the direction of OPM, MSPB, EEOC, FLRA, or other appellate authority (issues over misapplication are grievable);

G. A suspension or removal under Section 7532 of 5 USC (security);

H. Action taken under Section 3321 of 5 USC (supervisory Probationary period);

I. Any claimed violation of Subchapter III of Chapter 73 of 5 USC (relating to prohibited political activities);

J. Incentive awards;

K. Any examination, certification or appointment

L. The classification of any position, which does not result in the reduction in grade or pay of an employee.

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

1903. APPEAL OF ADVERSE ACTIONS. In cases of adverse action, the employee may elect to use the procedures of this Article or appeal to the Merit Systems Protection Board, but not both.
Problem Resolution and Grievance Procedure

Event Occurs
(Section 1906)

Employee Problem Filed
(via Self/Union)
(Section 1907 or Section 1908)

Collaborative Problem Solving
Completed within 10 workdays (Section 1909)

ADR PROCESS
Mediation
Or
Facilitation
(Section 1910)

Department Head or
designated Representative
hear and adjudicate the
Problem
(Section 1911)

Acceptable Decision
Reached

Action Complete

Binding Arbitration
(ARTICLE 21)

Grievance

Figure 19-1
1904. DEFINITION OF A PROBLEM. A problem is any employee concern with matters relating to his/her employment. A problem that cannot be resolved may become a grievance.

1905. DEFINITION OF A GRIEVANCE. For the purpose of this Article, a grievance is defined as: any complaint (which has not been resolved via Collaborative Problem Solving)
   A. By any employee concerning any matter relating to their employment; or
   B. By any employee concerning--
      1. the effect or interpretation, or a claim of breach, of this collective bargaining AGREEMENT; or
      2. any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

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

1907. FILING OF A PROBLEM WITH THE UNION. The employee(s) submitting a problem will be represented by a UNION representative, unless proceeding under self-representation per Section 1908. Problems must be filed by the UNION via e-mail with the employee’s immediate supervisor including a copy to the EMPLOYER (HRO) Public Outlook folder. The subject line of the e-mail shall read “Official Notification PROBLEM NOTIFICATION”. The problem must be filed within 10 workdays after any of the following:
   A. The date the situation(s), action(s), or condition(s) takes place;
   B. The date the employee becomes aware of the situation(s), etc. The fact that the employee was unaware of the provisions of this agreement or did not question or pursue the situation(s), etc., to determine its applicability to this procedure will not serve to extend the time limit.

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

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

1908. SELF-REPRESENTATION. Any employee in the Unit may file their own problem/grievance as allowed by Section 7121 of the Act, in accordance with Section 1905 and may elect to have the problem/grievance addressed without UNION representation. However, the UNION shall be notified of and afforded the opportunity to be present at all discussions between the EMPLOYER and the employee concerning the issue. The EMPLOYER will provide copies of all correspondence to the UNION if no
discussions are held. At the appropriate time, the UNION will be allowed to make known its views concerning the problem/grievance.

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

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

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

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

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

2. Mediation by certified mediators.

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

At any time during the ADR process, any involved party may determine that the ADR process has failed and may withdraw in writing from the ADR process. Once such a
withdrawal has been made, the UNION has 10 workdays to refer the unresolved grievance to arbitration.

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

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

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

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

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

- A. EEO Complaint Procedure; or
- B. Negotiated Grievance Procedure

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

**1915. EXTENSION OF TIME LIMITS.** All time limits in this Article may be extended by mutual agreement between the EMPLOYER and the Chief Representative for valid reasons provided that a request for extension is presented via the agreed upon official notification procedure. Employees should realize that these time limits are binding and normally will not be extended.
ARTICLE 20 - RESOLUTION OF UNION/EMPLOYER PROBLEMS

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

Separation of probationary employees and termination of temporary employees.

Termination of grade and pay (salary) retention;

Retirement, life insurance or health insurance;

Non-selection for promotion of an employee certified to the selecting official in the best qualified group of applications when the sole basis for the grievance is an allegation by the employee that the employee is better qualified than the person selected;

A fitness for duty examination decision reviewable under Part 831 of OPM Regulations;

Action taken at the direction of OPM, MSPB, EEOC, FLRA, or other appellate authority (issues over misapplication are grievable);

A suspension or removal under Section 7532 of 5 USC (security);

Action taken under Section 3321 of 5 USC (supervisory Probationary period);

Any claimed violation of Subchapter III of Chapter 73 of 5 USC (relating to prohibited political activities);

Incentive awards;

Any examination, certification or appointment;

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

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

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

By the UNION concerning any matter relating to the employment of any employee(s); or

By the UNION, or the EMPLOYER concerning:

The effect or interpretation, or a claim of breach of this collective bargaining AGREEMENT; or

Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.
2003. TIMEFRAMES. The written grievance(s) must be filed within 10 workdays after any of the following:

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

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

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

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

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

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

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

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

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

2008. EXTENSION OF TIME LIMITS. All time limits in this Article may be extended by mutual agreement between the EMPLOYER and the CHIEF Representative for valid
reasons provided that a request for extension is presented via the agreed upon official notification procedure.

Article 21 - ARBITRATION PROCEDURES

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

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

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

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

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

2106. TIMELY DECISION. The arbitrator or panel will be requested by the parties to render a decision as quickly as possible, but in any event no later than thirty calendar
days after conclusion of the hearing unless the parties otherwise agree.

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

CHAPTER 10 – NEGOTIATION

Article 22 - UNION/MANAGEMENT MEETINGS, CONSULTATION AND
BARGAINING

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

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

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

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

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

2205. COMMITTEE CONSULTATION/PARTICIPATION. If the EMPLOYER plans to
establish an employee-management committee directly affecting the working conditions
of employees in the Units, the UNION shall be consulted. If such a committee is
established, the UNION shall have membership thereon unless expressly prohibited by
rules and regulations. If the regular appointed member cannot attend a meeting, an
alternate with the same rights as the regular member may be appointed by the UNION.
Meetings, Consultation, and Bargaining

**UNION**

**EMPLOYER**

**Requested Meetings with Senior Shipyard Management**
(Section 2203)

**Routine Division & Department Meetings**
(Section 2204)

**Committee Participation**
(Section 2205)

**Participation in Committees and Meeting**

**Official HRO Notification Provided**
(Section 2207)

**YES**

**Official Notification for an EMPLOYER Action Required**

**NO**

**Action Complete**

**Formal Bargaining Requested**

**YES**

**Issue Resolved within 10 Days**

**YES**

**Action Complete**

**NO**

**Bargaining**
(Section 2208)

**Agreement Reached**

**NO**

**Impasse Proceedings**
(Section 2209)

**YES**

**Implementation**

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

A. Labor Management Partnership Council (LMPC): member(s) as established by the LMPC Charter;

B. Incentive Awards Committee: one member to be nominated by the UNION, providing that such member shall not vote when the Committee considers awards for management personnel;

C. Employee Services Committee: one member to be nominated by the UNION;

D. Office Recreation Committees: one member to be nominated by the UNION, where they exist or may be established, and cover a significant number of employees in the Units.

2207. NOTIFICATION. The following rules will apply when Official Notification to the UNION is required as a result of an EMPLOYER generated change that affects working conditions of employees in the bargaining unit.

A. The EMPLOYER shall provide the UNION Official Notification promptly, but no later than 10 workdays prior to implementation. If the UNION requests bargaining, implementation time frames may be affected. For example, changes may be the result of revised instructions or processes, change of an existing work practice needed to support the mission, a reorganization or move, or changes in technology.

B. When making official notification to the UNION the EMPLOYER (HRO) shall send electronic notification via e-mail to the Chief Representative and the UNION President and include all available information about the issue, the proposed effective date of the change, a management point of contact (POC) and telephone number for the UNION representative if there are any questions. If contacted by the UNION, the management POC shall be available for timely consultation. The subject line of the e-mail shall state “OFFICIAL NOTIFICATION”.

2208. BARGAINING/NEGOTIATIONS. The parties acknowledge there are a variety of circumstances that may trigger bargaining obligations, e.g., negotiating new collective bargaining agreements, renegotiating at the expiration of an existing contract and negotiating procedures and appropriate arrangements for employees when management exercises a reserved management right as defined in Section 7106 of the Act and changes conditions of employment. Consultation is face-to-face dialog that, unlike negotiations, does not involve joint decision-making and the consultative process need not necessarily result in agreement between the EMPLOYER and the UNION. For matters appropriate for consultation and negotiation not already covered by the negotiated agreement, a memorandum of agreement (MOA) shall be executed and signed by the UNION and the EMPLOYER. All MOAs shall be reviewed for closure or incorporation into the agreement at the next opening. Any MOA generated as a result of negotiations shall be filed electronically with the collective bargaining agreement.
A. If the UNION elects to bargain the UNION shall respond via e-mail to the HRO representative who originally sent the notification and the management point of contact within 10 workdays. The subject line of the e-mail shall state “REQUEST TO BARGAIN” and include the names of the UNION’s negotiators and normally will include written proposals. In the event written proposals cannot be provided within the 10 workdays, the UNION shall provide a statement of concerns and issues to be addressed. If the UNION does not respond within 10 workdays or request an extension from the EMPLOYER the UNION will have waived its right to bargain.

B. In the event that the UNION is informed of changes by means other than official notification, the UNION may request consultation or bargaining by promptly notifying the EMPLOYER (HRO, Public Outlook folder) via e-mail. The subject line of the e-mail shall include the words “CONSULTATION” or “BARGAINING” as appropriate. To request consultation the UNION shall promptly notify the EMPLOYER (HRO, Public Outlook folder) via e-mail. The EMPLOYER shall schedule the consultation meeting within 10 workdays. If the EMPLOYER does not act within 10 workdays, the UNION may proceed directly to bargaining. After consultation the UNION may proceed to bargaining by providing notification to the EMPLOYER via e-mail within 10 workdays.

C. GROUND RULES. The following ground rules are required to begin negotiations. The parties may mutually agree to negotiate additional ground rules.

- Name of Negotiators for both sides shall be provided at the first meeting.
- Negotiations will be held in mutually agreeable locations at times and dates agreeable to both parties and continue until an agreement or impasse has been reached.
- Either team may call for a caucus at which time the team who has not requested the caucus will leave the room until called back by the other team. Caucuses shall be no more than 15 minutes.
- There will be natural group breaks and necessary individual breaks during these negotiations.
- Both sides shall exhibit professional meeting courtesies, such as turning off cell phone and pager ringers.
- There will be no secrecy concerns about the negotiations. All discussions pertaining to negotiations shall not be restricted from discussion with others with the understanding that the negotiations are open and subject to change until an agreement is signed.
- Either side for any reason may table negotiations on any proposal. The tabled issue shall be dealt with last.
- Counter-proposals shall be in writing at the request of the other party.
- At a minimum, two negotiators from each team must be present to continue negotiations, unless the party agrees to proceed with only one member. Any one of the negotiators has the authority to conduct negotiations.
- There shall be no side bar agreements.
- Minutes shall not be officially taken during negotiations. Notes taken during the negotiations by either team are just that and have no future value as far as binding either side.
- The negotiations are complete when both the UNION and the EMPLOYER have signed the MOA.
2209. IMPASSE PROCEEDINGS. If the parties cannot reach agreement, the parties will follow impasse proceedings through the Federal Mediation and Conciliation Service (FMCS) to the Federal Service Impasses Panel (FSIP) or follow established negotiability procedures of the Federal Labor Relations Authority (FLRA). The EMPLOYER shall not implement the change before the impasse is resolved, except where there is a negotiability issue. Where there is a negotiability dispute, the EMPLOYER understands the risk of implementation. Should either party feel the need for immediate action, that party will request expedited handling by the other party (and the FMCS and FSIP, if appropriate).

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

CHAPTER 11 – MISCELLANEOUS PROVISIONS

Article 23 - EMPLOYEE MOVES

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

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

This notification in not required when the move is;

A. to an established office space where the UNION and the EMPLOYER have agreed to the basic facility’s arrangement or

B. to an established project’s Waterfront Support Facility where the UNION and the EMPLOYER (Project Manager) have agreed to the basic facility’s arrangement or

C. temporary, i.e., less than 30 consecutive days. This exception is intended to cover necessary short duration moves (e.g. tiger team, off station work, sea trials, training etc) and shall not be used to move an employee for additional consecutive periods to the same assignment.

2303. USE OF COMMITTEES FOR PLANNING MOVES

The EMPLOYER may establish committees to develop preliminary move plans; the committee shall consist of one Management representative, one UNION representative,
one Production Facilities Coordinator, and may include Unit employee volunteers from
the affected work group. Committee results shall be provided to the UNION at the time of
official notification.

2304. BASIC PROVISIONS FOR MOVES

A. REASONABLE ACCOMMODATION. The EMPLOYER recognizes its
responsibility to provide reasonable accommodations for the conditions under the
Rehabilitation Act. It is the employee’s responsibility to notify the first line
supervisor of the need for accommodation under this section. The employee may
be required to provide medical documentation.

B. FURNISHINGS. When moving employees, the EMPLOYER shall provide
individual workspaces for Unit employees that are 63 square feet (usually 8’ x 8’ or
9’ x 7’) in size as a minimum unless previously approved. If meeting this
requirement is not feasible the EMPLOYER shall negotiate the individual
workspace sizes with the UNION. Employees who are moved will be provided all
furnishings and equipment necessary for their assigned duties and responsibilities.
Employees shall be provided a means for securing personal belongings. When
replacing furniture or moving employees the EMPLOYER shall normally provide
ergonomically designed modular furniture with integrated desks except for
Waterfront Support Facilities.

C. AREA ASSIGNMENT. The EMPLOYER reserves the right to assign personnel to
functional work responsibilities (when mission essential), which may dictate that
certain individuals, be co-located. After the EMPLOYER makes the initial
assignments for functional responsibility, individual seating shall be determined by
seniority using unadjusted service computation dates. Individual seating
selections shall not displace existing employees

D. ERGONOMICS. When procuring new or used office and computer furniture, the
EMPLOYER shall provide furniture that allows easy adjustments of chairs height
and keyboard position. All employees involved in a move may request through
their supervisor an ergonomic review of the workspace.

E. COMPLIANCE WITH RULES. The EMPLOYER shall comply with the provisions
of all Occupational Safety and Health, Fire Department regulations, and Shipyard
instructions when designing new office spaces or moving employees. For
example, the EMPLOYER shall provide and maintain first aid kits, current safety
and fire code certifications, and posted building evacuation plans.

F. MOVEMENT/TRANSPORTATION. The EMPLOYER shall provide all necessary
packing supplies needed to pack employee and office belongings and shall provide
the necessary labor/transportation services so that Unit employees will not be
required to move their own belongings or equipment to the new location.

G. HVAC. During a move within an existing area occupied by IFPTE bargaining unit
employees, the EMPLOYER shall continue to maintain existing heating and
ventilation system (may be natural ventilation) and air conditioning, if applicable,
throughout the affected work areas, common spaces, and restrooms, and shall
take proactive steps to correct any deficiencies with the building systems.
If the move involves increasing the number of employees assigned to affected
work area by more than 15% the EMPLOYER shall request that an inspection be
performed to determine the quality and quantity of the air flow for the affected
space to include CO2 monitoring and spot check air flow measurements and shall
ensure that the space meets the requirements for the number of occupants
assigned. Identified deficiencies shall be written as work orders and corrective
actions taken promptly with safety deficiencies given highest priority.

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

H. RESTROOMS. The EMPLOYER shall ensure that restrooms are adequate in
number to accommodate the number of employees assigned to the building/area
per applicable laws, rules and regulations. All restrooms shall be clean and in
good conditions and have hand washing facilities, paper towel dispensers, soap
dispensers, and trash receptacles.

I. LIGHTING. The EMPLOYER shall provide adequate lighting. The EMPLOYER
recognizes there may be some workstations that will require additional lighting. If
areas of inadequate lighting are identified the Energy Conservation Manager will
be notified to research and resolve the lighting issue.

J. WALK THROUGH. The EMPLOYER and the UNION shall perform a joint walk-
through inspection of all subject areas addressed in the move. The joint walk-
through inspection shall be performed within 30 days following the relocation of
employees to ensure that items within this section and/or items identified in a
supplemental Memorandum of Agreement have been addressed and corrective
action taken or requested.

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

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

Article 24 - CHILD AND DEPENDENT CARE

2401. INTRODUCTION. The EMPLOYER and the UNION recognize the employees
may have child-care and dependent-care (parents, siblings etc…) needs during normal
working hours. The parties also recognize that adequate care facilities for the needs of
all employees is desirable, whether long-term or on an emergent basis. The EMPLOYER
agrees to reasonably accommodate the child-care and dependent-care needs of
employees in accordance with applicable laws, rules, and regulations in effect at that time
(e.g. Leave, hours of work, overtime, part-time employment).
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.
2703. EFFECTIVE DATE OF CHANGES. All provisions of this original AGREEMENT not currently in effect shall become effective within thirty calendar days from the approval date of this AGREEMENT. A copy of the AGREEMENT and any changes incorporated under Section 2702, and any properly executed Memorandums of Agreement (MOA) 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.

<table>
<thead>
<tr>
<th>DATE</th>
<th>SUBJECT</th>
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<tr>
<td>06/27/94</td>
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<td>GLOBAL MOU CONCERNING SY FLSA GRIEVANCES AND LITIGATION W/ SUP. AGRMT OF 12/23/96</td>
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<td>REORGANIZATION OF THE CALIBRATION LABS</td>
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<tr>
<td>04/08/04</td>
<td>STRETCH &amp; FLEX EXERCISE PROGRAM IMPLEMENTATION</td>
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In witness whereof the parties hereto have executed this written Agreement on this the 22 day of July, in the year 2008.

/s/ FOR THE UNION
ROBERT STEINMETZ
President and Chief Negotiator
International Federation of Professional and Technical Engineers Local #12

Sheila Perez
Negotiator

Elaine Wrightson
Negotiator

/s/ FOR THE EMPLOYER
M.R. WHITNEY
Captain, U. S. Navy
Shipyard Commander

RACHEL BURGESS
Chief Negotiator

David Sell
Negotiator

Gerald Nyland
Negotiator

This Agreement was approved by the Secretary of Defense on the 13th day of March in the year 2009.