

COLLECTIVE BARGAINING AGREEMENT
BETWEEN

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

NEGOTIATED CONTRACT
NEGOTIATED CONTRACT

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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1 **PREAMBLE**

2
3 This AGREEMENT is made by and between the Puget Sound Naval Shipyard and
4 Intermediate Maintenance Facility hereinafter referred to as the "EMPLOYER" and the
5 International Federation of Professional and Technical Engineers, Local No. 12,
6 hereinafter referred to as the "UNION". The Federal Service Labor-Management
7 Relations Statute, Title 5, Chapter 71 of the U.S. Code, which hereinafter will be referred
8 to as "the Act", governs public employers and labor organizations in the matters of
9 collective bargaining in the civil service.

10
11 Whenever language in this agreement refers to specific duties or responsibilities of the
12 EMPLOYER it is agreed that the EMPLOYER retains the sole discretion to assign work
13 and to determine who will perform the function discussed. Whenever language refers to
14 the Supervisor, it is understood that this refers to the EMPLOYER and not specifically to
15 any supervisor.

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

21
22 The parties agree to the following Articles:

23
24 **CHAPTER 1 – CONTRACT ADMINISTRATION**

25
26 **Article 01 - GOVERNING REGULATIONS**

27
28 **0101. IMPACT ON AGREEMENT.** In the administration of all matters covered by this
29 AGREEMENT, officials and employees are governed by existing or future laws, and by
30 existing regulations of appropriate authorities including policies set forth by the Federal
31 Government.

32
33 **0102. EXTENSION OF TIME LIMITS.** All time limits in this AGREEMENT may be
34 extended by mutual agreement between the EMPLOYER and the Chief Representative
35 for valid reasons provided that a request for extension is presented via the agreed upon
36 official notification procedure.

37
38 **Article 02 - RECOGNITION AND UNIT DESIGNATION**

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

45
46 **0202. UNIT DEFINED.** This Agreement applies to all graded professional employees as
47 designated by Bargaining Unit Status (BUS) code 5585 and non-professional employees
48 designated by BUS code 5550 in the field of engineering and related physical sciences,
49 excluding supervisors and management officials.

1
2 **CHAPTER 2 – RIGHTS**
3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18

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

24

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

33

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

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

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

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

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

9 10 **CHAPTER 3 – SAFETY & HEALTH**

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

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

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

30
31 **0603. REPORTING UNSAFE CONDITIONS.** When there are perceived unsafe or
32 unhealthful conditions observed by an employee he/she should report them to the
33 cognizant area supervisor or the EMPLOYER's Occupational Safety and Health Office. If
34 an employee encounters a work situation, which the employee considers to present an
35 undue risk, the employee shall report the unsafe condition to the cognizant area
36 supervisor or Code 106. The employee should be provided with additional direction as
37 required.

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

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

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

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

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

8 9 **CHAPTER 4 – WORK HOURS & PAY**

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

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

16 Flexitour Work Schedule as defined in Paragraph B.

17 Compressed Work Schedule as defined in Paragraph G.

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

27
28 B. **FLEXITOUR SCHEDULE.** The workweek for all employees on a flexitour work
29 schedule shall consist of 8 hour days, 40 hours per week on 5 consecutive days,
30 Monday through Friday. The flexitour workday is established as shown below:
31

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

32
33 The employee shall select:

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

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

1
2 **NOTE 2:** When using a 20 minute lunch, work hours may need to be adjusted to ensure
3 that the employee is in a pay status for a total of 8 hours for each day, when leave is used
4 or overtime required.

5
6 **NOTE 3:** Special provisions are allowed for worker/driver bus drivers as defined by
7 separate Shipyard policy.
8

9 C. **WORK STATUS.** All employees must be in a work or official leave status, with the
10 exception of a duty free lunch period, during core hours unless a core hour
11 deviation is approved.
12

13 D. **FLEXITOURS.** Each employee who requests a flexitour work schedule shall
14 provide his/her desired schedule to the supervisor. The start time and lunch period
15 of each day of the flexitour shall be the same. An employee may request to
16 change his/her pre-selected time at the start of the month. This must be
17 accomplished by notifying his or her supervisor no later than 10 workdays prior to
18 the start of the month. The supervisor shall notify the employee, prior to the start
19 of the month of the approval or denial of the flexitour request.
20

21 E. **SHORT TERM FLEXITOUR CHANGE.** Prior to a given day, the employee, with
22 supervisory approval, may change the flexitour schedule. The change in times
23 shall be within the bounds of the hours established for flexitours. For sudden
24 unexpected situations demanding immediate attention, the flexitour for that day
25 may be changed by the employee, with supervisory approval, within the hours of
26 work specified for flexitours.
27

28 F. **CORE HOURS DEVIATION.** A deviation in core hours must be justified by
29 circumstances, which are considered to be in the best interests of the mission of
30 the Shipyard and not for the employee's convenience, with the exception of a
31 requested duty free (non-paid) lunch period. When an employee requests a core
32 hour deviation, the supervisor shall use the same criteria for approving a deviation
33 as for approving annual leave.
34

35 G. **COMPRESSED WORK SCHEDULE.** Upon approval of the Supervisor, employees
36 may select compressed work schedule (CWS) of either a 5/4/9 or a 4/10 schedule
37 with a prearranged start time of 0600, 0620, 0700, 0720, 0800, or 0820. The days
38 off are fixed for each employee, but varied among employees to ensure continuity
39 of operations. The employee shall select a fixed lunch period of 30 to 60 minutes
40 (in six minute increments) as approved. Occasionally, on a case basis, for a
41 short-term duration, a supervisor may allow an employee to work through lunch in
42 order to odd shift. A 20-minute lunch may be requested for any shift beginning at
43 7:20 am or later.
44

45 **NOTE 4:** When using a 20 minute lunch, work hours may need to be adjusted to ensure
46 that the employee is in a pay status for a total of 8 hours for each day, when leave is used
47 or overtime required. No shift shall be approved that ends after 1800.
48

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

- 1
2 I. **SCHEDULE REVIEW.** For Alternate (FWS or CWS) Work Schedule requests the
3 immediate supervisor shall give the employees their choice of schedules in order
4 of seniority, beginning with the oldest unadjusted service computation date, giving
5 due consideration to ensuring adequate coverage of work. If new employees enter
6 a work unit or new schedules are requested, the choice of schedules shall be
7 reviewed on the 1st of January each year with the choice based on seniority
8 considering qualifications. Employees changing assignments (i.e. new supervisor)
9 need to request an alternate work schedule, if desired, with their new supervisor.
10
11 J. **TEMPORARY DUTY AND TRAVEL.** Personnel on temporary duty shall follow
12 hours of work in effect at the TDY activity when TDY requires interface with on site
13 personnel. Other situations shall be as approved by their supervisor prior to TDY,
14 as appropriate in the performance of their assigned duties. Normally during
15 periods of travel, the employee's schedule shall be such that the hours required for
16 travel shall coincide with the employee's pre-selected work schedule.
17
18 K. **SHORT TERM SPECIAL CIRCUMSTANCE MODIFICATION.** It is recognized
19 that for special circumstances of short duration, such as, training, re-qualifications
20 and physical exams, or support for a particular work project, the supervisor may
21 modify an employee's arrival and departure times.
22
23 L. **SHIFT CHANGE.** When an employee's work schedule is changed, or the
24 employee is assigned to another standard shift, the EMPLOYER shall provide at
25 least seven days advance notice and to effect such change for a minimum of two
26 full weeks unless the agency would be seriously handicapped in carrying out its
27 functions or face substantially increased cost. Shift changes shall not normally be
28 directed where the employee shall have less than sixteen hours off before
29 recommencing work. The UNION recognizes circumstances occur which requires
30 the EMPLOYER to move manpower to other work schedules with little or no
31 advance notice.
32

33 **0702. NON-STANDARD WORK SCHEDULES.** In accordance with 5 CFR Section
34 610.121, the EMPLOYER has the right to establish non-standard shifts and workweeks
35 for:
36

- 37 A. Work scheduled to accomplish the mission of the Shipyard;
38
39 B. Work scheduled to correspond with actual work requirements.
40

41 The non-work days of employees will be consecutive. Assignments to non-standard
42 workweek/shifts will be made using volunteers to the extent practical. Consideration will
43 be given to those employees adversely impacted by assignment to a non-standard
44 workweek/shift. The EMPLOYER recognizes its obligation to notify the UNION when
45 exercising its rights under 5 USC 7106 and 5 CFR Section 610.
46

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

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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,

1 KING-5, and KIRO-7. The Shipyard Commander is the only official authorized to curtail
2 operations and establish leave policy during these extreme weather conditions or other
3 unforeseen events. If an employee determines commuting to work is unsafe, he/she
4 should contact supervision and request annual leave. The supervisor may approve
5 tardiness or brief absences during the workday provided the reason for the absence is
6 acceptable. Such absence may not exceed 30 minutes duration.

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

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

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

28
29 **0708. AUTOMATED ACCESS CONTROL SYSTEM.** The following guidelines apply to
30 the EMPLOYER'S operation of the Automated Access Control System (AACS) or
31 "turnstiles":

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

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

48
49 The EMPLOYER shall maintain a working telephone in unmanned AACS badge reader
50 areas, which may constitute an entrapment hazard and shall assure timely response to

1 an emergency relating to an employee being stuck in a passage controlled by an AACS
2 badge reader.

3
4 The EMPLOYER shall process written employee claims for compensation for time an
5 employee is retained in or kept out of areas controlled by AACS as a result of security or
6 other drills, power outages, or inoperable AACS equipment. Such claims must be
7 submitted in writing to an employee's immediate supervisor or designee and will include
8 all pertinent facts.

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

17 18 **ARTICLE 8 - OVERTIME AND PAY**

19
20 **0801. FAIR LABOR STANDARDS ACT (FLSA).** Overtime pay for employees in the
21 units shall be based on the employee's assigned FLSA designation in accordance with
22 the July 20, 2001, 2nd Supplemental Agreement, including the attachments, to the July
23 1995 Global Memorandum of Understanding between NAVSEA 04 and IFPTE.

24
25 **0802. ASSIGNMENTS OR RELEASE.** Overtime assignments shall be distributed
26 among qualified employees as determined by the EMPLOYER according to their skills
27 and familiarity with the work giving first consideration to employees currently assigned to
28 the work. An employee will, upon request, be released from overtime assignment
29 provided the reasons are valid and another qualified employee familiar with the work is
30 available for the overtime. The EMPLOYER will make existing records of overtime for
31 employees in the Units available to the UNION, upon it's request, to aid in settling
32 grievances. It is mutually agreed that all overtime will be kept to a minimum necessary to
33 meet Shipyard commitments. A reasonable attempt may be made to not work the
34 employee over thirteen consecutive days or more than sixteen hours per day.

35
36 **0803. MEAL BREAK.** During overtime assignments the EMPLOYER may, release
37 employees from their assignment for a reasonable duty free (non-paid) period to enable
38 the employee to obtain food.

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

46
47 **0805. EMPLOYEE NOTIFICATION.** An employee proposed by the EMPLOYER to work
48 overtime will be notified of the intent when the overtime request is submitted for approval
49 by the supervisor. The UNION recognizes that in some cases, such as the breakdown of
50 equipment or absence of employees, little or no advance notice may be possible. The

1 EMPLOYER agrees to consider an employee's hardship when assigning short-notice
2 overtime.

3
4 **0806. STANDBY DUTY.** When an employee performs standby duty as defined in 5 CFR
5 551.431 for a period of twenty-four continuous hours or more, the employee will be paid
6 for sixteen of the twenty-four hours (commonly referred to as the two-thirds rule) or for the
7 actual hours worked if more than sixteen. Authorized Shipyard officials must order
8 standby duty. Such official authorization will be made in advance of the standby duty,
9 and in the case of standby duty on vessels underway, will normally be authorized in
10 writing on the travel orders. Where standby duty is not authorized in advance on the
11 travel orders, the EMPLOYER will designate an individual on the trip who will have
12 authority to approve standby duty if warranted by unanticipated circumstances.

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

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

35
36 **0809. PAY CAP POLICY.** For FLSA Exempt employees the EMPLOYER shall make
37 every effort to avoid continued work assignments that result in employees working without
38 compensation.

39
40 **0810. HAZARD PAY.** Regulations pertaining to the payment of hazard differential for
41 General Schedule employees are contained in 5 CFR 550.901.

42 43 44 **CHAPTER 5 – HOLIDAYS & LEAVE**

45 46 **Article 9 - HOLIDAYS**

47
48 **0901. PRESCRIBED HOLIDAYS.** All employees in the Units shall be entitled to all
49 holiday benefits, which are now, or will be in the future, prescribed by law or Executive
50 Order.

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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

1 employees have a minimum of seven days advance written notice, unless EMPLOYER
2 determines the agency would be seriously handicapped in carrying out its functions or
3 face substantially increased cost. In emergent/unforeseen situations, the EMPLOYER
4 shall provide a verbal notification to the employee.

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

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

22
23 The EMPLOYER shall assure that sufficient emergency personnel (medical, fire, police,
24 etc.) are provided to adequately support the employees required to work during the
25 closure.

26
27 If an employee working during the curtailment reasonably believes that an examination
28 (e.g. meeting or investigation) may result in disciplinary action, the employee may request
29 UNION representation. A UNION callback list shall be included in the Shipyard
30 curtailment call back list.

31
32 The EMPLOYER shall make available close-in parking for all employees who are
33 required to work during the curtailment period. Close-in parking shall be available on a
34 first come first served basis. Information relating to the use of parking availability, a gate
35 plan, bus or taxi availability, shall be addressed in separate instructions to be issued by
36 the EMPLOYER no later than 10 workdays prior to curtailment.

37
38 Employees assigned to Temporary (TDY) sites, which plan a curtailment of more than
39 two workdays, may request to be returned home for the period of curtailment unless they
40 are required for work.

41
42 Employees on TDY at designated curtailment sites that are not required for work, and
43 who intend to remain at the TDY site for the period of curtailment, may not receive per
44 diem (meals and incidental expense) or car rental reimbursement for the period of the
45 curtailment (Joint Travel Regulations, part C4563).

46
47 Employees occupying contract housing that is leased by PSNS shall not have their
48 housing affected by the lack of per diem during the curtailment period.

49
50 If employees personal belongings need to be moved prior to the curtailment period,
51 employees shall be notified 10 workdays in advance and given official time to move to

1 another housing unit provided by the EMPLOYER. Employees occupying PSNS contract
2 housing who are traveling home during the shut down from TDY locations shall not have
3 their personal belongings moved out of their rooms during their absence.
4

6 **ARTICLE 10 - SICK LEAVE AND FAMILY LEAVE**

8 **1001. LEAVE ENTITLEMENT.** The EMPLOYER shall grant sick and Family and
9 Medical leave in accordance with 5 CFR 630.401 for sick leave and 5 CFR 630.1203 for
10 Family and Medical leave.
11

12 **1002. FAMILY AND MEDICAL LEAVE.** An employee shall be entitled to a total of
13 twelve administrative work weeks of LWOP during any twelve month period in
14 accordance with 5 CFR 630.1203.
15

16 **1003. MEDICAL APPOINTMENTS.** Absence for examination or treatment shall be
17 arranged in advance with the employee's supervisor. Sick leave for such purposes shall
18 be approved subject to the employee's submittal of a properly completed SF-71 form in
19 advance of the examination or treatment on which the employee certifies that such
20 examination or treatment will be received from or directed by a qualified health care
21 provider (as defined in 5 CFR 630.1202). It is agreed that the supervisor must be
22 furnished enough information to permit adjudication of the sick leave request. Employees
23 may discuss reasons for their absence privately with the supervisor, who may approve
24 the request on the basis of the discussion rather than on a detailed written record on the
25 sick leave application
26

27 **1004. RELEASE FROM WORK.** When an employee becomes ill at work and requests
28 sick leave, the supervisor may release the employee without checking out through the
29 Dispensary.
30

31 **1005. EMPLOYEE MEDICAL CERTIFICATION.** Medical certification is not required
32 unless there is an indication an employee is abusing sick leave benefits, the employee is
33 on a medical certification requirement, or as otherwise required by law.
34

35 **1006. MEDICAL CERTIFICATION REQUIREMENT** If there is reason to believe the
36 employee is abusing sick leave privileges, the EMPLOYER will advise the employee of
37 the questionable sick leave record and why the employee is suspected of abusing sick
38 leave. The employee may also be advised that if the record does not improve, a medical
39 certificate may be required for each future absence on sick leave. The medical
40 certification requirement letter will advise the employee that all future requests for sick
41 leave must be supported by a medical certificate.
42

43 **1007. MEDICAL CERTIFICATION REVIEW.** After a six month period from the date of
44 issuance, the employee or the UNION with the approval of the employee involved may
45 request that the EMPLOYER review the medical certification requirement. If the
46 EMPLOYER determines that the restriction is no longer necessary, the restriction shall be
47 removed and the employee shall be notified in writing.
48

49 The EMPLOYER will review the medical certification requirement annually prior to the
50 anniversary of issuance to make a determination if there has been substantial

1 improvement in the employee's sick leave usage. If the review results in continuance of
2 the requirement, the employee will be formally notified of the decision on or before the
3 anniversary date of issuance. If the EMPLOYER does not issue notification of
4 continuance, the letter of requirement will be considered canceled. The EMPLOYER
5 agrees that the previous record will not be referred to or introduced as evidence in
6 determining further abuse of sick leave.
7

8 **1008. ACCEPTANCE OF MEDICAL CERTIFICATION.** It is further agreed that notice of
9 questionable sick leave record shall not be based on sick leave absences, which have
10 been validated with medical certificates, or for the day the EMPLOYER has sent the
11 employee home sick.
12

13 **1009. LONG-TERM SICK LEAVE CERTIFICATION.** For a period of extended illness,
14 applications for extended sick leave (SF-71) must be submitted biweekly. For planned
15 extended sick leave, such as surgery, an SF-71 covering a longer period of time may be
16 mutually agreed upon. This agreement must be in advance of the beginning of the leave.
17

18 **1010. ADVANCE SICK LEAVE.** Upon individual request, sick leave may be advanced
19 to an employee in accordance with 5 U.S.C Section 6307, provided:
20

- 21 A. The maximum advance sick leave for career and career conditional employees
22 shall not exceed thirty days, and an employee holding a limited appointment may
23 be advanced sick leave only in the amount, which will be earned during the
24 remaining period of employment.
25
- 26 B. There is reasonable evidence, substantiated by a statement from the employee's
27 personal health care provider and the Medical Officer, that the employee will be
28 capable of returning to work and fulfilling the full scope of their duties.
29
- 30 C. Sick leave will not be advanced to an employee known to be contemplating
31 separation by retirement or resignation.
32
- 33 D. That all available accumulated sick leave to the employee's credit is exhausted
34 and that all annual leave over eighty hours has been used.
35

36 Advanced sick leave may not be granted to employees who are required to furnish a
37 medical certificate for each absence claimed as sick leave as provided in Section 1006.
38

39 **1011. TRAVEL TIME.** A reasonable amount of travel time required in connection with
40 sick leave shall be approved.
41

42 **1012. VARIATION IN WORK SCHEDULES.** The EMPLOYER will consider reasonable
43 requests for a variation in the normal work schedule for the purpose of accommodating
44 health care provider treatments/appointments.
45

46 **ARTICLE 11 - ANNUAL LEAVE, COMPENSATORY TIME, OR LEAVE** 47 **WITHOUT PAY**

48
49 **1101. APPROVAL.** The EMPLOYER shall approve and schedule, as appropriate, leave
50 requests (annual leave or compensatory time), throughout the leave year, so that no

1 employee must forfeit annual leave and to prevent earned compensatory time from being
2 paid as salary. Approval of leave for emergency reasons will be given special
3 consideration. Leave to cover unscheduled events not of an emergency nature will be
4 considered on a case basis. Subject to the needs of the EMPLOYER, an employee's
5 request for leave should receive prompt approval or disapproval. An employee request
6 for leave on a workday that occurs on a religious holiday associated with the employee's
7 religious faith shall be approved to the extent that such arrangements do not interfere with
8 the EMPLOYER's mission.

9
10 **1102. LEAVE WITHOUT PAY (LWOP).** LWOP is a temporary nonpay status and
11 absence from duty that, in most cases, is granted at the employee's request. Granting
12 LWOP is a matter of supervisory discretion and may be limited. Employees, however,
13 have an entitlement to LWOP in the following situations:

- 14
15 A. The Family and Medical Leave Act of 1993 (FMLA) (Public Law 103-3, February 5,
16 1993), provides covered employees with an entitlement to a total of up to 12 weeks
17 of unpaid leave (LWOP) during any 12-month period for certain family and medical
18 needs. (See 5 CFR part 630, subpart L.)
19
20 B. The Uniformed Services Employment and Reemployment Rights Act of 1994
21 (Pub.L. 103-353) provides employees with an entitlement to LWOP when
22 employment with an employer is interrupted by a period of service in the uniformed
23 service. (See 5 CFR 353.106.)
24
25 C. Executive Order 5396, July 17, 1930, provides that disabled veterans are entitled
26 to LWOP for necessary medical treatment.
27
28 D. Employees may not be in a pay status while receiving workers' compensation
29 payments from the Department of Labor.
30

31 Employees should be aware that LWOP affects their entitlement to or eligibility for certain
32 Federal benefits.
33

34 **1103. SCHEDULING.** The EMPLOYER agrees to prepare a leave schedule based upon
35 employees' requests made prior to 1 April for vacation purposes. This will include at least
36 one period of two consecutive weeks, if requested by the employee and leave is
37 available. The employee in the organizational element concerned, with the earliest
38 unadjusted Service Computation Date for Leave, will be given first choice on leave dates.
39 When an employee has made a selection, the employee shall not be permitted to change
40 when it affects the prior choice of another employee. The EMPLOYER may approve a
41 change in selection, provided another employee's choice is not affected. The
42 EMPLOYER may require a change because of unforeseen circumstances.
43

44 A copy of a work unit's approved leave schedule will be furnished to the UNION upon
45 request within 10 workdays.
46

47 **1104. REVIEW OF LEAVE SCHEDULE UPON MOVEMENT.** In cases of movement of
48 an employee from one organizational element to another, previously scheduled leave for
49 vacation purpose shall be discussed with the EMPLOYER for confirmation or
50 rescheduling.
51

1 **1105. CURTAILMENT OF OPERATIONS FOR OTHER THAN HOLIDAY CLOSURES.**

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

10
11 The EMPLOYER agrees to advance annual leave, to the maximum extent allowed by
12 regulations, to employees with insufficient accrued annual leave to cover the period of
13 curtailment.

14
15 Employees may request LWOP or accrued compensatory time, in order to preserve
16 annual leave for planned vacations. The EMPLOYER will approve such requests unless
17 it would result in employees carrying over "must leave" to the next leave year.
18

19 **CHAPTER 6 – TRAVEL**

20 **Article 12 - TRAVEL**

21
22 **1201. TRAVEL INFORMATION.** Employees are not expected to travel at their own
23 expense. Rules and regulations governing all Government travel can be found in the
24 Joint Travel Regulations (JTR), Volume II. The JTR, Volume II can be found at
25 <http://syinfo/600/default.htm> or <http://www.dtic.mil/perdiem/trvlregs.html>. For resolution
26 of problems arising while on travel, the employee shall contact his/her supervisor, or the
27 24-hour hot line provided on the travel orders.
28

29 **1202. FAIR ASSIGNMENT.** The EMPLOYER has established travel and assignment to
30 a temporary duty (TDY) station as a condition of employment. It is agreed that travel and
31 TDY will be fairly assigned among all qualified employees.
32

33 **1203. TRAVEL NOTIFICATION.** Employees assigned for temporary duty off station will
34 be notified of the details of the assignment. Employees will be kept informed of any
35 changes in his/her assigned travel.
36

37 **1204. EXEMPTION REQUESTS.** An employee may request of the EMPLOYER an
38 exemption from TDY assignments, setting forth in writing the reasons for such exemption.
39 The employee shall be notified promptly of approval or disapproval of request. Once
40 employee(s) in the Unit arrive at the TDY site, the employee may be relieved from duty if
41 mitigating circumstances require the employee to request return to Puget Sound Naval
42 Shipyard & Intermediate Maintenance Facility due to unforeseen emergencies or illness.
43

44 **1205. TIMELY ISSUE OF ORDERS.** Travel orders will be prepared and issued in a
45 timely manner. EMPLOYER has responsibility to notify employee of the need for
46 Request for Orders (RFO) information so as to allow Travel Office ample time to process
47 orders.
48

49 **1206. GOVERNMENT CHARGE CARDS AND ADVANCE PAYMENTS.** Employees
50 who perform TDY travel will normally obtain and use a Government Charge Card (GCC)

1 for that purpose. The EMPLOYER will assist employees in obtaining such cards and will
2 provide information regarding how they are to be used. The policies and procedures for
3 the Government travel charge card program and exemptions from mandatory use of the
4 GCC are found in the DoD Financial Management Regulation (DoD 7000-14-R), Volume
5 9, "Travel Policy and Procedures." NOTE: An employee's inappropriate use of a GCC
6 could adversely affect his/her employment. The policies and procedures for the travel
7 without a GCC are found in the Joint Travel Regulations (JTR) Chapter 1.

8
9 If the employee's overall anticipated GCC expenses may exceed the GCC limit, the
10 EMPLOYER shall increase the GCC limit to allow coverage of anticipated expenses.
11 Individual travelers will be notified by email and/or telephone when limits have been
12 increased.

13
14 The EMPLOYER shall notify employees if the employees' personal GCC account
15 information is released by the EMPLOYER to any credit collecting agency, or other
16 government agency in accordance with, court order, and/or other laws, rules, or
17 regulations including federal contract.

18
19 **1207. TRAVEL SCHEDULE.** The EMPLOYER will make every effort to schedule or
20 allow the scheduling of necessary travel time to and from a TDY assignment within an
21 employee's regularly scheduled tour of duty. Travel time outside normal working hours
22 will be compensated if it can be authorized in accordance with applicable regulations.

23
24 To the maximum extent practicable, the EMPLOYER agrees to schedule travel so that
25 when an employee travels outside the employee's regularly scheduled work shift, there
26 shall be an interval of not less than ten hours between completion of travel and the time
27 expected to report for work. Completion of travel is normally the time the employee
28 departs the commercial carrier, plus a reasonable time to obtain baggage and travel to
29 the assigned lodging by the most direct route.

30
31 If employees are required to travel more than fourteen continuous hours, a rest period
32 may be authorized in accordance with the JTR. If an in-travel rest period cannot be
33 scheduled on such long trips, the normal 10-hour rest period shall be extended to twelve
34 hours if possible.

35
36 **1208. LODGING AND RENTAL CARS.** The EMPLOYER will determine the need for
37 contract lodging and rental cars.

- 38
39 A. **LODGING.** When commercial lodging is authorized, the employee shall be
40 allowed to request the establishment. Normally the EMPLOYER will not require
41 any employees in the Units to stay in government quarters (BOQ/BEQ/BQ, etc.)
42 that do not meet the adequacy conditions specified by current DOD Instruction.
43 The EMPLOYER will normally determine space availability at government quarters
44 (BOQ/BEQ/BQ, etc.) prior to traveler(s) departure and not require additional
45 endorsement on the orders at the temporary duty station. The EMPLOYER agrees
46 that the requirement to stay in government quarters should not restrict after hours
47 activity any more than would be expected in commercial lodging.

48
49 Where employees in the Units travel with groups and government quarters are available
50 but cannot be utilized by all members of the group, the assignment to commercial
51 quarters vice government quarters will be on a first come basis. BQ facilities will be

1 assigned for TDY of 30 days or less to group travelers as appropriate unless legitimate
2 group integrity is required and identified in advance. Normally, employees will not be
3 required to change lodging facilities once the travel has commenced.

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

8
9 **C. PHONE CALLS.** Appropriate telephone costs may be reimbursed in accordance
10 with the JTR. Part F, C1405.

11
12 **1209. SHIPBOARD ACCOMMODATIONS.** An employee assigned to duties aboard ship
13 will be accorded available accommodations and related berthing facilities equivalent to
14 that provided other civilian or military personnel, not part of ship's company.

15
16 **A. BERTHING ARRANGEMENTS.** When available, berthing accommodations will
17 be provided in Officers berthing, Chief berthing or crew berthing in that order
18 before other temporary berthing is assigned. The EMPLOYER will notify the
19 UNION when unusual berthing arrangements (e.g., temporary facilities or hot
20 bunking) will or may be required. "Hot Bunking" will be avoided where possible.
21 When it cannot be avoided, clean bedding will be requested to permit stripping and
22 remaking the bunk when the occupant changes. Laundry facilities will be available
23 for employees who choose to launder their bedding while underway. Where
24 laundry facilities are limited, scheduling may be required.

25
26 **B. HABITABILITY.** Upon request, a UNION representative may inspect temporary
27 berthing facilities for employees of the Units prior to ship departure. Problems or
28 concerns with accommodations will be addressed to the EMPLOYER. The
29 EMPLOYER will work with ship's force to address identified problems or concerns.

30
31 **1210. SHIP'S SCHEDULE.** Upon written request by the employee scheduled to embark
32 on vessels the EMPLOYER agrees to inform the individual designated by the employee
33 of known changes, which affect the employee's expected time of return by four hours or
34 more. The request must be filed with the appropriate Administrative Office by the
35 employee prior to departure, and must include the name and Branch of the employee; the
36 ship on which embarked; date of departure, expected date and time of return; and name,
37 address, and telephone number of the person to be called.

38
39 **1211. SETTLEMENT OF TRAVEL CLAIMS AND OVERPAYMENTS OF ADVANCES.**
40 Shall be in accordance with FMR Volume 9.

41 42 **CHAPTER 7 – JOBS**

43 44 **Article 13 - PROMOTIONS AND ASSIGNMENTS**

45
46 **1301. STAFFING AND PROMOTIONAL OPPORTUNITIES.** The EMPLOYER will
47 establish and maintain a Merit Staffing Program that will be designed to ensure a
48 systematic means of selection for promotion based on merit. Merit Promotion is but one
49 means of filling vacancies. Other appropriate means of filling vacancies, as provided by
50 law and regulation, may be properly utilized by the EMPLOYER. The EMPLOYER shall

1 maintain a web link for advertised vacancies on the Shipyard intranet. Employees may
2 contact the Human Resources Office to address concerns associated with use or
3 administration of the Merit Staffing Program.
4

5 **1302. INTERVIEWS.** If any of the candidates on a competitive certificate of eligible
6 candidates for a Merit Promotion competition are interviewed for a position in the Units,
7 then at least five candidates shall be given the opportunity to be interviewed. If interviews
8 are conducted and the certificate contains less than five candidates, all shall be given an
9 opportunity to interview.
10

11 **1303. COUNSELING.** An unsuccessful candidate for a position announced under the
12 Merit Staffing program may receive counseling from the selecting official or HRO as to the
13 areas in which the employee needs to improve to enhance future promotional opportunity.
14 The employee may make an appointment with the selecting official to discuss reasons for
15 non-selection.
16

17 **1304. TEMPORARY PROMOTION.** The UNION agrees it is the responsibility of the
18 EMPLOYER to determine how to fill temporary vacancies. When the EMPLOYER
19 determines that an employee in the Units will be assigned to a higher level position, for
20 more than two-weeks, a temporary promotion shall be made under applicable rules and
21 regulations.
22

23 **1305. DETAILS** (also known as LOANS). The EMPLOYER shall inform employees prior
24 to the detail of the reason for the detail, the nature of the duties to be performed, and the
25 expected duration. At the end of the expected duration and upon request, consideration
26 shall be given to returning employees to their former position.
27

28 **ARTICLE 14 - POSITION DESCRIPTIONS AND MISASSIGNMENTS**

29

30 **1401. REVISION CONSIDERATION.** The EMPLOYER agrees to maintain current and
31 accurate position descriptions. When employees consider their position description to be
32 inaccurate or that duties are considered a misassignment in relation to the position
33 description, the problem should be discussed with the immediate supervisor. The
34 supervisor shall investigate the matter and promptly notify the employee whether a
35 revised position description is warranted based on whether duty changes are temporary
36 or permanent and whether changes are sufficiently significant to be reportable or are only
37 minor in nature. When revised position descriptions are warranted they shall be promptly
38 prepared and processed by the EMPLOYER, and the employee shall be notified of status
39 upon request.
40

41 **1402. GRIEVANCE/APPEALS.** When an employee disputes the accuracy of his/her
42 official job or position description as compared to the work actually performed, he/she
43 may dispute the accuracy of their official job or position description through the negotiated
44 Grievance Procedure. If the matter is an appeal of a classification of a position excluded
45 from the grievance procedure, the employee may pursue the matter through the
46 Classification Appeals Procedure.
47

48 **1403. COPY OF POSITION DESCRIPTIONS.** The EMPLOYER shall provide the
49 UNION a copy of the position description for newly established and classified bargaining
50 unit positions. Employees in the Units shall, upon request to their supervisor, be
51 furnished a copy of their current position description. Upon written request to the

1 appropriate HRO division, employees in the Units may obtain a copy of position or job
2 descriptions formerly occupied, if they are available.

3
4 **ARTICLE 15 - EMPLOYEE DEVELOPMENT & PERFORMANCE**
5 **APPRAISAL PROGRAM**

6
7 **1501. POLICY.** To meet the needs of the Shipyard, the EMPLOYER maintains technical
8 and professional development programs within the limits of time and funds available as
9 outlined in NAVSHIPYDPUGET Instruction 12410.4.

10
11 **1502. ASSISTANCE AND REIMBURSEMENT.** Employees desiring to participate in
12 self-development programs may obtain assistance from his/her supervisor in preparing an
13 individual development plan. Requests for temporary variations in work schedules to
14 allow employees to participate in such programs will be considered by the EMPLOYER
15 on the basis of workload. Participants may be reimbursed for tuition and fees for
16 successful completion of EMPLOYER approved courses as outlined in the Shipyard
17 Instruction 12410.4f.

18
19 **1503. REQUEST FOR PUBLICATION.** Employees in the Units may make requests via
20 their immediate supervisor to be included on the routing for periodicals, the contents of
21 which are beneficial to both the employee and the EMPLOYER. Upon approval,
22 employees may also subscribe to technical publications to be delivered at their official
23 Shipyard address.

24
25 **1504. REQUESTS FOR EDUCATIONAL LEAVE.** The EMPLOYER agrees to consider
26 requests for educational leave for an employee to pursue a program of study, which will
27 enhance the value of the employee to the Shipyard. A written statement will be provided
28 to the employee outlining the reasons for the negative decisions.

29
30 **1505. USE OF SHIPYARD FACILITIES.** The EMPLOYER agrees to make Shipyard
31 facilities available for after-hours review courses for Engineer-In-Training or Professional
32 Engineer Examinations and other employee development courses approved by the
33 EMPLOYER.

34
35 **1506. PROFESSIONAL LICENSE.** The EMPLOYER further agrees that a Professional
36 License or Certification may be the object of the Professional Development Plan.

37
38 **1507. PREPARATION/PRESENTATION OF TECHNICAL PAPERS.** The EMPLOYER
39 agrees to encourage employees to participate in preparation of technical papers for
40 presentations before, and publication by, the engineering and scientific societies. All
41 papers must be presented in a timely manner to the EMPLOYER for clearance.

42
43 **1508. NEW EMPLOYEE INDOCTRINATION.** It is agreed that new employees will be
44 given approximately two hours of classroom instruction on such personnel matters as the
45 Merit Staffing Program, incentive awards, employee benefits, performance appraisals,
46 training and position descriptions.

47
48 **1509. PERFORMANCE APPRAISAL.** Performance appraisals for employees in the
49 Units shall be governed by the EMPLOYER's Performance Appraisal Review Process
50 (PARP) Instruction 12430.4.

1
2 **ARTICLE 16 - REDUCTION IN FORCE AND REPROMOTION**
3

4 **1601. REGULATORY COMPLIANCE.** A reduction in force (RIF) shall be accomplished
5 in compliance with all laws, statutes, rules, and regulations in effect at the time of the
6 reduction in force. For more detailed information refer to 5 CFR Part 351.
7

8 **1602. UNION NOTIFICATION.** The EMPLOYER agrees to notify the UNION of available
9 information as soon as RIF authority is requested affecting the employees in the Units.
10 All of the information addressed in this Section shall be provided to the UNION before it is
11 released to any employees in the Units. Information as to the number of affected
12 employees in the Units in each competitive level and the dates of issuance and final
13 effective date of the notices, once finalized, shall be provided and prior to the issuance of
14 the notices.
15

16 **1603. EMPLOYEE NOTIFICATION.** Both the EMPLOYER and the UNION agree that
17 each affected employee shall be notified and informed, in depth, of the nature and
18 mechanics of the RIF actions that are being implemented against them, and their rights to
19 appeal, retreat, bumping, and such other options as may be available to them. The
20 EMPLOYER agrees that access to all records and documents pertinent to an individual
21 employee's RIF action shall be afforded to the employee and the designated
22 representative. It is further agreed that the employee(s) may be represented by the
23 UNION at any briefing, counseling, or meeting concerning the RIF action.
24

25 **1604. REASSIGN/RETRAIN.** It is agreed that the EMPLOYER shall make a reasonable
26 effort to reassign/retrain employees, whose positions are eliminated, provided cost of
27 such reassignment/retraining is not excessive and the employee is capable of the
28 reassignment/retraining as determined by the EMPLOYER.
29

30 **1605. WAIVER OF MINIMUM QUALIFICATION STANDARDS.** The EMPLOYER
31 agrees to notify the UNION prior to implementing the action to waive minimum
32 qualification standards and requirements for positions within the Units when placing
33 employees affected by RIF.
34

35 **1606. REPROMOTION.** Employees in the Units who have been changed to a lower
36 grade as a result of RIF shall be given priority consideration for repromotion to any
37 vacancy for which eligible providing the employee is registered for that series and grade
38 (General Schedule or Wage Grade positions) in the EMPLOYER's Re-Promotion
39 Program (RPP). Entitlement to priority consideration will terminate upon expiration of the
40 employee's entitlement to retained grade.
41

42 **Article 17 - CONTRACTING OF WORK**
43

44 **1701. CONTRACTING OF WORK.** Whenever the work performed by employees in the
45 Units is to be done by loans from other Naval activities, or by contract, which will result in
46 the displacement of the technical responsibilities of the employees in the Unit, the
47 EMPLOYER will notify the UNION.
48

49 **1702. COMMERCIAL ACTIVITIES.** The EMPLOYER will notify the UNION of its
50 intention to commence Commercial Activity (CA) studies or solicit bids for contract of

1 work that could result in reduction-in-force, transfer, or abolishment of functions affecting
2 employees in the Units. OMB Circular A-76 provides the exclusive appeals procedure for
3 disputes concerning contracting procedures. The UNION will be given advance
4 notification and the opportunity to have one representative present on official time at any
5 bid-opening conference relating to contracting out of bargaining unit work.
6

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

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

9 **1801. ENTITLEMENT TO REPRESENTATION.** If an employee reasonably believes that
10 an examination (e.g., meeting or investigation) may result in disciplinary action, the
11 employee may request UNION representation. If requested by the employee, the UNION
12 shall be given the opportunity to have a representative present at the examination. The
13 supervisor shall make arrangements for a representative to be present either through the
14 designated area representative or through the Chief Representative.
15
16

17 **1802. UNION NOTIFICATION.** HRO shall promptly provide the Chief Representative of
18 the UNION a sanitized (i.e., identifying information removed) copy of all written
19 disciplinary actions taken against any employee covered by this AGREEMENT once the
20 employee has been notified.
21
22

23 **1803. ALTERNATIVE DISCIPLINE.** In all cases of proposed written disciplinary action
24 the UNION, the EMPLOYER, or the employee may request to use alternative discipline
25 rather than traditional administrative action. The decision to use alternative discipline
26 must be mutual. Information on alternative discipline can be found in the Shipyard's
27 Alternative Discipline Policy. Additional information on alternative discipline is available
28 through HRO, and on the Internet at <http://www.opm.gov>.
29

30 **1804. APPEAL OF ADVERSE ACTION.** Adverse action is defined as a suspension of
31 more than fourteen days, a demotion or a removal. The employee may elect to appeal or
32 grieve adverse actions either to the Merit Systems Protection Board (MSPB) (appeal) or
33 through the Negotiated Grievance Procedure, but not both. Once the employee has
34 elected to file a written grievance or appeal, the election is considered final and the
35 employee may not change his/her mind.
36

37 **CHAPTER 9 GRIEVANCE PROCEDURES**

38 **Article 19 - PROBLEM RESOLUTION AND GRIEVANCE PROCEDURES**

39 **1901. STATEMENT OF PARTIES.** The EMPLOYER and the UNION acknowledge that
40 an effective method of resolving problems is through collaborative problem solving.
41 Figure 19-1 provides both a detailed flow chart of the Problem Resolution and Grievance
42 Procedure outlined in this article and the timeline for events in the process.
43
44

45 **1902. SCOPE AND COVERAGE.** This Article provides for the mutually beneficial, sole
46 procedure for settlement of employee problems and grievances as defined in Section
47 7121 of the Act. The following subjects are excluded from these procedures:
48
49

- 1 A. Separation of probationary employees and termination of temporary employees.
- 2
- 3 B. Termination of grade and pay (salary) retention;
- 4
- 5 C. Retirement, life insurance or health insurance;
- 6
- 7 D. Non-selection for promotion of an employee certified to the selecting official in the
- 8 best qualified group of applications when the sole basis for the grievance is an
- 9 allegation by the employee that the employee is better qualified than the person
- 10 selected;
- 11
- 12 E. A fitness for duty examination decision reviewable under Part 831 of OPM
- 13 Regulations;
- 14
- 15 F. Action taken at the direction of OPM, MSPB, EEOC, FLRA, or other appellate
- 16 authority (issues over misapplication are grievable);
- 17
- 18 G. A suspension or removal under Section 7532 of 5 USC (security);
- 19
- 20 H. Action taken under Section 3321 of 5 USC (supervisory Probationary period);
- 21
- 22 I. Any claimed violation of Subchapter III of Chapter 73 of 5 USC (relating to
- 23 prohibited political activities);
- 24
- 25 J. Incentive awards;
- 26
- 27 K. Any examination, certification or appointment
- 28
- 29 L. The classification of any position, which does not result in the reduction in grade or
- 30 pay of an employee.
- 31

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

34
35 **1903. APPEAL OF ADVERSE ACTIONS.** In cases of adverse action, the employee
36 may elect to use the procedures of this Article or appeal to the Merit Systems Protection
37 Board, but not both.

Problem Resolution and Grievance Procedure

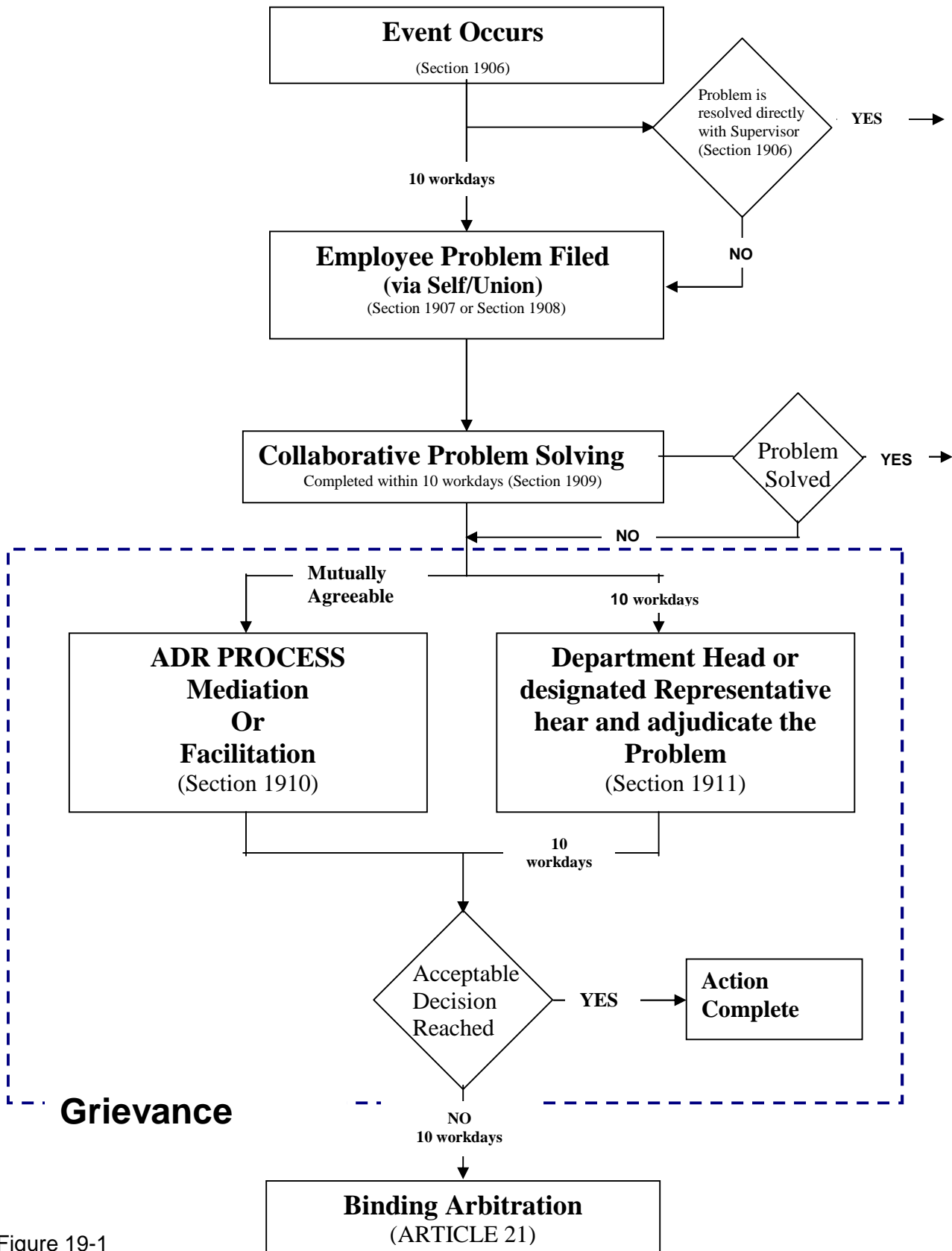


Figure 19-1

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

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

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

10 B. By any employee concerning--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

39
40 **OR**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 4 **Article 21 - ARBITRATION PROCEDURES**

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

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

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

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

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

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

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

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

10 **CHAPTER 10 – NEGOTIATION**

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

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

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

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

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

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

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

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

Meetings, Consultation, and Bargaining

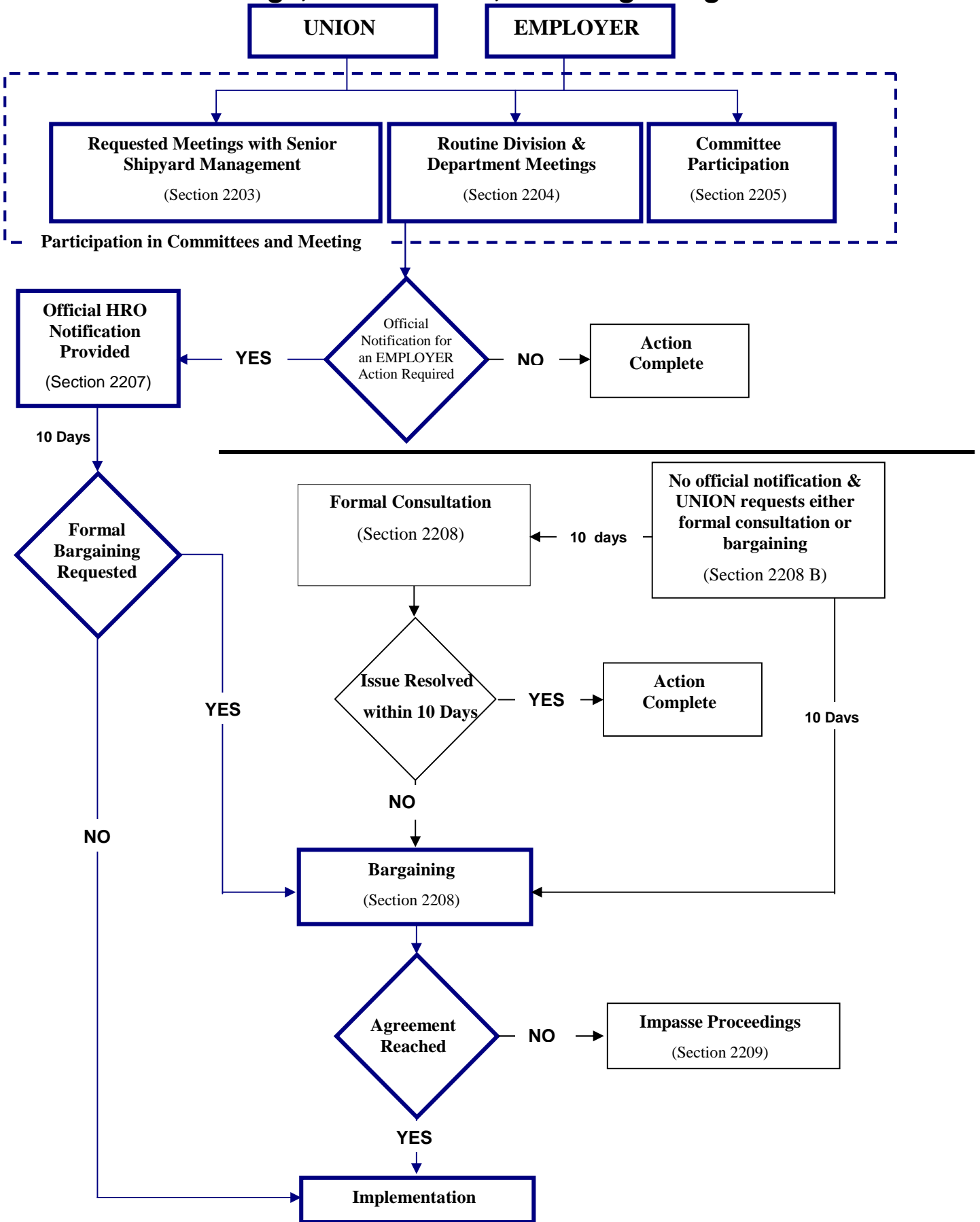


Figure 22-1

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

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

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

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

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

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

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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 is 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,

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

4
5 **2304. BASIC PROVISIONS FOR MOVES**
6

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

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

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

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

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

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

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

44
45 **2401. INTRODUCTION.** The EMPLOYER and the UNION recognize the employees
46 may have child-care and dependent-care (parents, siblings etc...) needs during normal
47 working hours. The parties also recognize that adequate care facilities for the needs of
48 all employees is desirable, whether long-term or on an emergent basis. The EMPLOYER
49 agrees to reasonably accommodate the child-care and dependent-care needs of
50 employees in accordance with applicable laws, rules, and regulations in effect at that time
51 (e.g. Leave, hours of work, overtime, part-time employment).

1
2 **2402. OTHER CONSIDERATIONS.**
3

- 4 A. The EMPLOYER shall establish a maternity packet that provides procedures and
5 policies beneficial to expecting employees or their families.
6 B. The EMPLOYER agrees to maintain an expressing area for nursing women in
7 either building 850 or building 850A. The EMPLOYER also agrees to consider
8 providing additional areas as the need arises. The areas shall consist of a
9 comfortable enclosed area with a chair, sink, privacy curtain, and power
10 receptacles. Utilizing a portion of current women's facilities is an option.
11

12 **Article 25 - PUBLICITY**
13

14 **2501. UNION INTRANET PAGE.** The EMPLOYER agrees to provide an "IFPTE LOCAL
15 12" home page on the intranet. The page will include an official UNION Representative
16 list with points of contact information, ULP notices that require posting, and links to the
17 current Collective Bargaining Agreement, the IFPTE Local 12 website, and forms
18 necessary to execute this AGREEMENT (UNION Dues Allotment Form).
19

20 **2502. NEWS ITEMS.** The EMPLOYER shall publish in the Salute or post in "News You
21 Can Use" on a space available basis, approved notices or other appropriate news items
22 of general interest.
23

24 **Article 26 - PARKING**
25

26 **2601. PARKING AGREEMENT.** The Naval Station Bremerton Parking Instruction shall
27 govern shipyard parking. When the EMPLOYER receives notification of any intended
28 change to that instruction, the UNION shall be notified and given an opportunity to invoke
29 any bargaining rights that may exist prior to implementing any such change. Any alleged
30 violation of the employee's rights under that policy may be pursued through the
31 Negotiated Grievance Procedure.
32

33 **Article 27 - DURATION AND CHANGES**
34

35 **2701. DURATION.** This AGREEMENT shall remain in full force and effect for a period of
36 two years from the date of its approval by the Department of Defense Field Advisory
37 Services. This AGREEMENT may be extended by mutual agreement of the parties. The
38 parties shall meet approximately sixty days prior to the expiration date of this
39 AGREEMENT to discuss extension of the AGREEMENT. At that time, if either party
40 desires to commence negotiations on a new agreement, they shall request to do so. This
41 AGREEMENT shall remain valid so long as the UNION is entitled to exclusive recognition
42 under the Act.
43

44 **2702. OTHER OPENING.** This AGREEMENT may be opened for amendment of existing
45 articles by mutual consent of the parties at any time after it has been approved/validated.
46 Any requests for amendment shall be in writing to HRO/UNION, and include a brief
47 summary of the requested amendment. The responding party will meet with the
48 requestor within 10 workdays to discuss the amendment, and at this meeting shall make
49 the decision whether or not to begin negotiations.
50

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

APPENDIX A
CONTINUING SUPPLEMENTAL AGREEMENTS

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

DATE SUBJECT

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

In witness whereof the parties hereto have executed this written Agreement on this the 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
Shipyards Commander

_____/s/
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.