

COLLECTIVE BARGAINING AGREEMENT
BETWEEN

PUGET SOUND NAVAL SHIPYARD AND
INTERMEDIATE MAINTENANCE FACILITY

&

INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL
ENGINEERS, LOCAL 12



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

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

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

18 Both parties agree to work as a team by respecting every individual, leading with humility,
19 creating constancy of purpose, and using systems thinking to consider all impacts.

20 The parties agree to the following Articles:
21

22 **Article 01 - GOVERNING REGULATIONS**

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

27 **0102. EXTENSION OF TIME LIMITS.** All time limits in this AGREEMENT may be
28 extended by mutual agreement between the EMPLOYER and the Chief Representative
29 or UNION designee for valid reasons provided that a request for extension is presented
30 via the agreed upon official notification procedure.
31

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

33 **0201. RECOGNITION.** The EMPLOYER recognizes that labor organizations and
34 collective bargaining in the civil service is in the public interest. The EMPLOYER
35 recognizes the UNION as the exclusive representative of all employees in the Unit. The
36 UNION recognizes the responsibility of representing the interests of all such employees
37 without discrimination and without regard to labor organization membership.

38 **0202. UNIT DEFINED.** As certified by the Federal Labor Relations Authority (FLRA #SF-
39 RP-05-0012), this Agreement applies to all professional employees as designated by
40 Bargaining Unit Status (BUS) code 3334 and technical employees designated by BUS
41 code 3327 in the fields of engineering and related sciences, as well as technical
42 employees in direct support of the engineering and science functions of the Department

1 of the Navy, Puget Sound Naval Shipyard and Intermediate Maintenance Facility.
2 Excluded are supervisors, management officials, and employees as described in the Act
3 §7112(b).

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

6 **0301. MANAGEMENT RIGHTS.** The rights, functions, and authority to manage
7 Command operations, personnel and resources are vested in the EMPLOYER by Section
8 7106 of the Act except as otherwise specifically designated or modified by express
9 provisions of this AGREEMENT.

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

12
13 **Article 04 - RIGHTS OF EMPLOYEE**

14 **0401. STATUTORY RIGHTS.** Section 7102 of the Act defines an employee's statutory
15 rights. Additionally, the freedom of an employee to assist the UNION shall include
16 participation in the management of the UNION, except as limited by Section 7120(e) of
17 the Act. If a conflict or apparent conflict of interest is alleged, the UNION may assign
18 another representative to the matter and/or preserve the matter until after the allegation is
19 resolved under appropriate procedures.

20 **0402. EMPLOYEE RIGHT TO CONSULT.** When an employee requests to consult with
21 a UNION representative, the supervisor shall provide the employee reasonable time to
22 consult with a Union representative on any matter pertaining to conditions of employment.

23 **0403. EEO COMPLIANCE.** The EMPLOYER and the UNION agree to support EEO
24 protections with respect to all Employer/Employee relations, as required by law.

25 **0404. VOLUNTARY DUES AUTHORIZATION.** Unit employees may have UNION dues
26 deducted automatically by submitting a Standard Form 1187 to the Employer (Payroll)
27 through the UNION. Such voluntary allotments shall become effective on the first pay
28 period following receipt of the request.

29 **0405. TERMINATION OF ALLOTMENT.** Unit employees may terminate voluntary
30 allotment of UNION dues only as described in Section 7115 of the Act. Employees may
31 terminate their UNION dues allotment by submission of a Standard Form 1188 (or
32 facsimile) to the EMPLOYER (Payroll). Upon receipt, the EMPLOYER (Payroll) shall
33 promptly forward a copy of the SF 1188 to the UNION. Employees may withdraw from
34 the UNION any time after one full year of membership.

35
36 **Article 05 - RIGHTS OF UNION**

37 **0501. RECOGNITION OF OFFICERS AND REPRESENTATIVES.** The EMPLOYER
38 agrees to recognize the designated UNION Officers, the Chief Representative, Area
39 Representatives and a Safety Representative identified by the UNION. Area
40 Representatives will be the point of contact for employees and management in the
41 representative's designated area. If there is more than one representative within a given

1 area, the UNION shall designate one as the point of contact for all issues. Any UNION
2 representative may be designated to represent employee(s) from any part of the Unit(s).

3 **0502. OFFICER/AREA REPRESENTATIVE IDENTIFICATION.** The UNION shall
4 maintain a current list of UNION officers and representatives, which shall be posted on
5 the IFPTE Local 12 intranet page.

6 **0503. FULL TIME REPRESENTATIVES.** The UNION may designate up to three
7 representatives for assignment to the UNION office. These representatives will be
8 granted official time for all hours of each regularly scheduled workday to be devoted
9 exclusively to work on Labor/Management Relations matters within the scope of this
10 agreement and the Act. The UNION shall supply to the EMPLOYER and HRO, in writing,
11 the names of the representatives, 10 days in advance of full time assignments. Before
12 making full time assignments, the UNION agrees to seriously consider any views of the
13 EMPLOYER on the impact of full time assignments.

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

16 B. The EMPLOYER reserves the right to return the representative(s) to regular duties
17 if the work situation in the representative's parent organization so requires. The
18 EMPLOYER agrees to provide in writing to the UNION the compelling reason(s) why the
19 representative(s) must be returned to his/her parent organization. The EMPLOYER (Code
20 100) shall make the final determination.

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

25 **0504. UNION USE OF OFFICIAL TIME.** Official time during work hours will be
26 authorized to permit UNION representatives to carry out their appropriate duties within
27 the scope of this AGREEMENT and as allowed by Section 7131 of the Act. Overtime will
28 not be authorized for this purpose.

29 UNION representatives and employee meetings during working hours will be by
30 scheduled appointment. The UNION representative will coordinate with his/her
31 supervisor, the Unit employee, and the Unit employee's supervisor, to determine a
32 mutually agreeable time and location. The UNION Representative will inform the
33 supervisor of the nature of the business. Permission for the UNION representative to
34 leave the job will be granted promptly unless such absence would cause an undue
35 interruption of work.

36 **0505. UNION BUDGET.** The UNION shall be given a budget of official time for 5.5 Full
37 Time Equivalents (FTEs) allocated for charging the three full time positions provided in
38 0503 and other official UNION duties except as provided in 0507. These FTEs will be
39 charged to the Engineering and Planning Department supplied Job Orders (JO). Only
40 UNION representatives may charge to the UNION budget.

41 The EMPLOYER shall provide a list of charges for review by the UNION on a bi-weekly
42 basis. The UNION will identify to the Supervisor or Timekeeper potentially incorrect
43 charges via e-mail within 10 workdays of identification. If there is an incorrect charge that

1 cannot be quickly resolved between the UNION and a Supervisor or Timekeeper, the
2 charge will be moved from the UNION budget by the EMPLOYER until it can be
3 adjudicated to the satisfaction of the UNION and the EMPLOYER.

4 **0506. REPRESENTATIONAL RIGHTS AND OFFICIAL TIME.** The UNION
5 representative shall be permitted reasonable time to attend representation activities, such
6 as grievances meetings, investigations or any matter pertaining to conditions of
7 employment. Official time will be authorized to permit UNION representatives to perform
8 their required legal representational duties. Official time will be charged to Engineering
9 and Planning Department supplied Job Orders.

10 **0507. OFFICIAL TIME FOR OTHER DUTIES.** The UNION will obtain concurrence from
11 the EMPLOYER that training courses, seminars, conferences, etc. are of mutual concern
12 or benefit to the Command. Labor cost associated with these duties is included in UNION
13 FTE budget.

14 **0508. MATERIAL BUDGET FOR OTHER DUTIES.** The EMPLOYER agrees that the
15 UNION shall be allowed to utilize up to \$15,000 per fiscal year of material budget for
16 tuition and classroom materials determined to be mutually beneficial to the Command.

17 **0509. BUDGET ADJUSTMENTS.** These budgets and/or FTEs may be adjusted after
18 mutual agreement between the UNION and the EMPLOYER showing the need for an
19 adjustment.

20 **0510. USE OF SHIPYARD FACILITIES.** The EMPLOYER agrees to cooperate with the
21 UNION in allowing the use of Shipyard facilities consistent with needs for conducting
22 official UNION business. The EMPLOYER agrees to provide an office for the use of
23 Local 12 with the following provisions:

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

27 B. The office shall be reasonably and ergonomically furnished. Furnishing shall
28 include (but not be limited to) one computer per each full time representative with access
29 to the EMPLOYER'S electronic mail system, Internet, Intranet, conference room table,
30 conference telephone line, and chairs.

31 C. The UNION shall be permitted to operate computer telephone modems and/or fax
32 equipment from the UNION office on phone lines other than the EMPLOYER phone and
33 computer system.

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

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

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

39 G. The Engineering and Planning Department (Code 200) is the point of contact for
40 UNION facilities and amenities.

41 **0511. UNION VISITORS.** Official visitors, who are not active employees of the Shipyard,
42 shall be allowed escorted access into the shipyard upon approval of a request to the

1 EMPLOYER by the UNION. Such visits shall be governed by security rules and
2 regulations.

3 **0512. UNION REPRESENTATION AT FORMAL DISCUSSIONS.** The EMPLOYER
4 agrees that the UNION shall be informed of and given the opportunity to be represented
5 at, discussions between Management and employees or employee representatives
6 concerning grievances, personnel policies and practices, or other matters affecting
7 general working conditions in the Unit(s). This shall include indoctrination of new
8 employees. See 7114(a)(2)(A) of the Act.

9 **0513. LWOP FOR UNION DUTIES.** After the employee gives advance notice, the
10 EMPLOYER agrees to grant leave without pay in increments up to but not to exceed one
11 year at a time (extensions are permissible) to any employee selected by the UNION to
12 perform UNION duties unless it adversely affects the mission of the EMPLOYER. The
13 EMPLOYER shall provide reason for denial in writing to the UNION. The employee(s)
14 shall continue to accrue benefits in accordance with applicable law and regulation. A
15 basic condition of approval for such LWOP requests shall include a reasonable
16 expectation that the employee shall return to duty at the end of the UNION service period.

17 **0514. REQUESTS FOR INFORMATION (RFI).** The EMPLOYER acknowledges its
18 obligation to provide the UNION, upon request and, to the extent not prohibited by law,
19 data which (see 7114(b) 4 of the Act):

- 20 A. is normally maintained by the agency in the regular course of business,
- 21 B. is reasonably available and necessary for full and proper discussion,
22 understanding, and negotiation of subjects within the scope of collective bargaining, and
- 23 C. does not constitute guidance, advice, counsel, or training provided for
24 management officials or supervisors, relating to collective bargaining.

25 The UNION shall provide an e-mail request for information with a subject line of "RFI" to
26 HRO. The request shall include the reason for the request and provide sufficient detail in
27 order to determine the EMPLOYER's obligation to provide the information.

28 HRO shall respond in writing within 10 work days of receipt of the request with one of the
29 following:

- 30 • The requested information,
- 31 • A request for extension with reason and estimated completion date, or
- 32 • Denial with a detailed explanation.

33 **0515. UNFAIR LABOR PRACTICES (ULP).** Section 7116(a) or (b) of the Act specifies
34 those actions, which if taken, would constitute a ULP. If either party believes that a ULP
35 has been committed and intend to file an allegation with the Federal Labor Relations
36 Authority (FLRA), they shall provide the offending party a copy of the complaint 10 work
37 days prior to filing. If providing 10 days' notice would result in exceeding the 6-month filing
38 deadline, the filing party will notify the offending party that the 10 days could not be met
39 and will proceed with filing the ULP.

40

41 **Article 06 - SAFETY AND HEALTH**

1 **0601. OBJECTIVES.** The EMPLOYER will provide a safe and healthy work environment
2 for both on-station and field assignments. To this end, the EMPLOYER will maintain a
3 Safety and Health Program in compliance with applicable Occupational Safety and Health
4 (OSH) Act law, regulation, and the Navy Occupational Safety and Health (NAVOSH)
5 Instruction (OPNAVINST 5100.23). The EMPLOYER's Safety and Health Program is
6 published in the Occupational Safety and Health Manual. The UNION will appoint a
7 Safety Representative as the primary point of contact for safety issues that arise.

8 **0602. PERSONNEL INJURY NOTIFICATION.** The Union President and Safety
9 Representative shall be promptly notified of all personnel injuries via the Employer's
10 normal accident reporting system(s) (e.g. Tone Out Notifications). The UNION may
11 request a copy of the Accident Report and the EMPLOYER will respond in accordance
12 with its obligation under the Act.

13 **0603. REPORTING UNSAFE CONDITIONS.** When there are perceived unsafe or
14 unhealthful conditions observed by an employee he/she should report them to the
15 cognizant area supervisor or the EMPLOYER's Occupational Safety and Health Office. If
16 an employee encounters a work situation, which the employee considers to present an
17 undue risk, the employee shall report the unsafe condition to the cognizant area
18 supervisor or Code 106. The employee should be provided with additional direction as
19 required.

20 **0604. EMERGENCY MANAGEMENT.** The EMPLOYER shall maintain an emergency
21 management plan. The Command Emergency Management Program, PSNS&IMFINST
22 P3440.10, will provide direction and procedures for dealing with emergency situations
23 such as natural (e.g. earthquakes, fires or floods) or man-made (e.g. terrorist, active-
24 shooter, or radiological emergencies) disasters. The EMPLOYER shall keep employees
25 informed of the Plan and required actions and/or responsibilities.

26 **0605. EMERGENCY RESPONSE FEEDBACK.** Employees may provide emergency
27 response feedback (including drills) to the UNION/EMPLOYER. The UNION will provide
28 employee/union feedback regarding emergency response to the Code 105.6 Division
29 Head (Radiological), Code 1130 Division Head (all other drills), and/or Building Managers
30 (specific location concerns).

31 **0606. AMBULANCE SERVICE/FIRST AID.** The EMPLOYER will ensure prompt
32 ambulance service and first aid is available to injured employees on all shifts.

33 **0607. NON-EMERGENCY TRANSPORTATION OF AN EMPLOYEE.** If an employee
34 becomes ill or injured at work (non-emergency) and they cannot walk, or do not feel well
35 enough to transit outside the controlled/secured area, the second level supervisor can
36 authorize the need for a government vehicle to transport an injured/ill employee outside of
37 the controlled/secured area. See OSH Volume 1 Chapter II for more information.

38 **0608. PERSONAL PROTECTIVE EQUIPMENT (PPE).** The EMPLOYER agrees to
39 provide all necessary personal protective equipment required by law to perform duties as
40 assigned. This includes, but is not limited to, hard hats, flashlights, earplugs, eye
41 protection (including prescription safety glasses), and safety shoes.

42 Employees may request Reasonable Accommodation (RA) if they require PPE outside of
43 what is generally provided. For safety-shoes, refer to PSNS&IMF Safety Shoe Program.

1 **0609. ERGONOMICS.** The EMPLOYER and the UNION acknowledge the need to
2 promote good ergonomics in the workplace. The EMPLOYER's ergonomic program is
3 currently contained in OSH Volume II, Chapter 13 and may be supported by RA.

4 **0610. PHYSICAL WORK ENVIRONMENT.** The EMPLOYER agrees to take action to
5 maintain office space temperatures as required per OPNAV Instruction 5100.23 and UFC
6 3-410-01.

7 **0611. REASONABLE ACCOMMODATION (RA).** The EMPLOYER recognizes its
8 responsibility to provide Reasonable Accommodation(s) for the conditions under the
9 Americans with Disabilities Rehabilitation Act. It is the employee's responsibility to notify
10 the first line supervisor of the need for accommodation under this section. The
11 EMPLOYER shall provide the RA POC to the employee and coordinate a meeting, if
12 necessary. The employee may be required to provide medical documentation.
13 Employees may contact the UNION for advocacy if desired and/or communicate any
14 concerns through the chain of command.

15

16 **Article 07 - HOURS OF WORK**

17 **0701. WORK SCHEDULES.** The standard workweek shall consist of five consecutive
18 eight hour workdays Monday through Friday.

19 • **STANDARD WORKWEEK AND HOURS.** The regular scheduled day shift
20 workday shall consist of eight hours of work, which normally shall be from 0720 to
21 1120 and from 1202 to 1602. Where back shift is required, the workday should
22 consist of eight hours of work which shall normally be as follows: Swing Shift - from
23 1530 to 1930 and from 2000 to 0000 (midnight); or Graveyard Shift - from 0000
24 (midnight) to 0800.

25 • **DETACHMENTS AND OFF SITE LOCATIONS.** Employees' schedules should
26 align with their assigned location. The EMPLOYER recognizes its obligation to
27 notify the UNION before changing standard shift(s) at the detachments and off site
28 locations (e.g. Everett, Yokosuka, San Diego and Bangor).

29 **0702. ALTERNATE WORK SCHEDULES.** Each employee who requests an Alternate
30 Work Schedule (AWS) shall provide his/her desired schedule to their supervisor. The
31 days off are fixed for each employee, but varied among employees to ensure continuity of
32 operations. The employee shall select a fixed lunch period of 30 to 60 minutes as
33 approved; a 20-minute lunch may be requested for any shift beginning at 7:20 am or later.
34 Occasionally, on a case basis, for a short-term duration, a supervisor may allow an
35 employee to work through lunch in order to odd shift. The AWS workday is established
36 as shown below:

37

6:00 to 8:20 Flexible	8:20 to 2:30 Core Hours	2:30 to 5:20 Flexible
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38

39 • **FLEXITOUR SCHEDULE.** The workweek for all employees on a flexitour work
40 schedule shall consist of 8 hour days, 40 hours per week on 5 consecutive days,

1 Monday through Friday. The employee shall select a fixed start time between
2 0600 – 0820 and a stop time between 1430 – 1720.

- 3 • **COMPRESSED WORK SCHEDULE.** The workweek for all employees on a
4 Compressed Work Schedule (CWS) shall consist of either a 5/4/9 or a 4/10
5 schedule (normally with consecutive work days). 5/4/9 and 4/10 schedules are
6 normally Monday through Friday with a fixed Regular Day off (RDO), with a start
7 time between 0600 – 0820.

8
9 NOTE 1: A deviation of start/stop times, lunch periods, and/or core hours may be
10 approved by the supervisor. When an employee requests a core hour deviation, the
11 supervisor will consider the best interest of the mission of the shipyard and shall use the
12 same criteria for approving a deviation as for approving annual leave. No shift shall be
13 approved that ends after 1800.

14
15 NOTE 2: The immediate supervisor shall provide justification to the employee when
16 denying their AWS request.

17
18 NOTE 3: Special provisions are allowed for worker/driver bus drivers as defined by
19 PSNS&IMFNOTE 4650.

20
21 **0703. SCHEDULE CHANGES.** An employee may request to change their schedule, in
22 writing. The supervisor shall notify the employee, prior to the start of the pay period, of
23 the approval or denial of the request.

24 It is recognized that for special circumstances of short duration, such as: training, re-
25 qualifications, physical exams, or support for a particular work project, the supervisor may
26 modify an employee's start and end times giving consideration to an employee's
27 scheduled leave.

28 **0704. TIMEKEEPING.** Employees participating in AWS or working overtime are required
29 to document their start and end time daily on a time and attendance sheet, electronically,
30 or via email dependent upon the supervisor's requirement. Employees working a
31 Standard Shift (i.e. 0720 to 1602) shall not be required to document their start and end
32 time.

33 **0705. SCHEDULE REVIEW.** The immediate supervisor shall give the employees that
34 have requested AWS their choice of schedules based on their SCD in the Seniority
35 Listing, giving due consideration to ensuring adequate coverage of work. If new
36 employees enter a work unit or new schedules are requested, the choice of schedules
37 shall be reviewed on the 1st of January each year, with priority given based on Seniority
38 and qualifications. Employees changing assignments (i.e. new supervisor) need to
39 request an AWS, if desired, with their new supervisor.

40 **0706. TEMPORARY DUTY AND TRAVEL.** Employees' tour of duty should align to the
41 TDY location and assigned shift prior to departure. Other situations shall be as approved
42 by their supervisor prior to TDY, as appropriate in the performance of their assigned
43 duties. For more information, see Article 11 Travel.

1 **0707. SHIFT CHANGE.** When an employee is assigned to another standard shift, the
2 EMPLOYER shall provide at least seven days advance notice, and to effect such change
3 for a minimum of one full week. Shorter periods may be arranged on a case by case
4 basis. Shift changes shall not normally be directed where the employee shall have less
5 than sixteen hours off before recommencing work. The UNION recognizes
6 circumstances occur which require the EMPLOYER to move manpower to other work
7 schedules with little or no advance notice.

8
9 **0708. NON-STANDARD WORK SCHEDULES.** In accordance with 5 CFR Section
10 610.121, the EMPLOYER has the right to establish non-standard shifts and workweeks
11 for:

- 12 • Work scheduled to accomplish the mission of PSNS & IMF; or
- 13 • Work scheduled to correspond with actual work requirements.

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

19 **0709. ADJUSTMENT OF WORK SCHEDULE FOR RELIGIOUS OBSERVANCES.**
20 When the employee's personal religious beliefs require that the employee abstain from
21 work during certain periods of the work day or work week, the EMPLOYER shall afford
22 the employee the opportunity to:

- 23 • Request an alternate work day and/or shift to accommodate their religious
24 observance to the extent that such arrangements do not interfere with the EMPLOYER's
25 mission.
- 26 • Earn compensatory time in accordance with 5 CFR 550 Subpart J and local
27 instructions for religious observances.
- 28 • Use compensatory time in accordance with 5 CFR 550 Subpart J and local
29 instructions to the extent that such arrangements do not interfere with the EMPLOYER's
30 mission.

31 **0710. ASSIGNMENT TO BACK SHIFTS.** Assignments shall be distributed among
32 qualified employees as determined by the EMPLOYER according to their skills, familiarity
33 with the work, and availability.

34 The EMPLOYER shall determine the codes, numbers of employees, grade
35 level/experience, and qualifications, when assigning Unit employees. The EMPLOYER
36 agrees to consider the impact on employees enrolled in continuing education courses and
37 other life events when making assignments.

38 The EMPLOYER will evaluate employees' qualification for assignments considering items
39 such as: training, experience, developmental needs, job knowledge, certification(s),
40 competencies, and reliability.

41 NOTE: See Appendix B for Assignment Flow Chart.

- 1 • **Volunteers.** When back shift assignments occur, the EMPLOYER shall inform
2 employees of the duration, location, and job requirements. Qualified volunteers
3 shall be given first consideration for the assignment. If the number of qualified
4 volunteers exceeds the number of vacancies, seniority shall be used in selecting
5 volunteers. Back shift assignments shall begin with the most senior qualified
6 volunteer, and then rotate through the list. Once a volunteer receives an
7 assignment, the employee shall not be assigned until a full rotation of the
8 volunteers on the list has occurred.
- 9 • **Identification of Volunteers.** Employees are responsible for notifying their
10 supervisor of their desire to be included on (or removed from) the list of volunteers
11 for backshift assignment. A list of volunteers shall be made available to the
12 UNION if requested for applicable work units.
- 13 • **Non-Volunteers.** If an insufficient number of volunteers are available for the back
14 shift assignment, the selection shall start with the least senior qualified employee,
15 and shall rotate through the list of qualified employees in reverse order of seniority
16 when making the back shift assignments. Once an employee receives an
17 assignment, the employee shall not be considered for a further involuntary shift
18 assignment until a full rotation of the list of qualified employees has occurred.
19 Rotations normally will not exceed 120 days. Employees may be excused from an
20 assignment if justification of a hardship is approved. In those cases, employees
21 will retain their position in the rotation for future consideration.
- 22 • **Exceptions and Limitations.** It is understood that in some limited circumstances
23 assignment to a shift may be justified without the use of seniority in order to meet
24 the mission of PSNS & IMF due to such factors as the Employee's current or near-
25 future critical job assignment. But in no case shall the EMPLOYER not consider
26 volunteers first.

27 **0711. EMERGENCY CURTAILMENT.** The Command's intent is to remain open and
28 operating at all times; and all employees shall assume PSNS & IMF is operating as usual
29 unless other instructions have been broadcast by the EMPLOYER (typically available via
30 PSNS & IMF's employee messaging system, PSNS & IMF's social media site(s), and/or a
31 PSNS & IMF Information Phone Line). The PSNS & IMF Commander is the only official
32 authorized to curtail operations and approve paid excused absences during extreme
33 weather conditions or other unforeseen events as authorized by regulations. If an
34 employee determines commuting to work is unsafe, they should contact supervision and
35 request annual leave. The supervisor may approve tardiness or brief absences during
36 the workday provided the reason for the absence is acceptable, in accordance with
37 applicable local instruction(s).

38 Employees in a pre-approved leave status are normally not affected by an emergency
39 curtailment.

40 The EMPLOYER will provide notification, as soon as practicable, to the UNION stating
41 the reason for the emergency curtailment.

42 **0712. TELECOMMUTING.** Telecommuting may be utilized when it is mutually beneficial
43 to the employee and the EMPLOYER and the employee is able to do assigned work off-

1 site. If telecommuting is individually approved by the department manager, the NAVSEA
2 04 Telework Policy, or subsequent local instruction, will be followed.

3 **0713. AUTOMATED ACCESS CONTROL SYSTEM.** The following guidelines apply to
4 the EMPLOYER'S operation of the Automated Access Control System (AACS) or
5 "turnstiles":

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

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

20 The employee may submit a written request for compensation for time retained in or kept
21 out of areas controlled by AACS as a result of security or other drills, power outages, or
22 inoperable AACS equipment. Such requests must be submitted in writing to the
23 employee's immediate supervisor and will include all pertinent facts. The EMPLOYER
24 shall provide prompt approval or disapproval of the request. Disapproval may be grieved
25 through the Negotiated Grievance Procedure.

26 Employees whose access is blocked by inoperable equipment are expected to make
27 other reasonable efforts to gain proper entry to their work area, using methods such as
28 contacting security personnel, supervisor, and/or possibly a co-worker. Employees will
29 be given verbal and/or written notice of areas to which they have access privileges. They
30 will be given similar notice when their access to a controlled area is being withdrawn.

31

32 **ARTICLE 08 - OVERTIME AND PAY**

33 **0801. FAIR LABOR STANDARDS ACT (FLSA).** Overtime pay for employees in the
34 units shall be based on the employee's assigned FLSA designation in accordance with
35 the July 20, 2001, 2nd Supplemental Agreement, including the attachments, to the July
36 1995 Global Memorandum of Understanding between NAVSEA 04 and IFPTE or as
37 authorized by rule, law or regulation.

38 **0802. SCOPE.** It is mutually agreed that all overtime will be kept to a minimum
39 necessary to meet mission commitments. A reasonable attempt may be made to not
40 work employees over thirteen consecutive days or more than sixteen hours per day.
41 (Employees may volunteer to work over thirteen days).

42 **0803. ASSIGNMENTS TO OVERTIME.** Overtime assignments shall be distributed
43 among qualified employees as determined by the EMPLOYER according to their skills

1 and familiarity with the work giving first consideration to employees currently assigned to
2 the work.

3 The EMPLOYER shall determine the codes, numbers of employees, grade
4 level/experience, and qualifications, when assigning Unit employees. The EMPLOYER
5 agrees to consider the impact on employees enrolled in continuing education courses and
6 other life events when making assignments.

7 The EMPLOYER will evaluate employees' qualification for assignments considering items
8 such as: training, experience, developmental needs, job knowledge, certification(s),
9 competencies, and individual characteristics such as judgment and reliability.

10 NOTE: Please see Appendix B for Assignment Flow Chart.

11 **A. Volunteers.** When assignments occur, the EMPLOYER shall inform employees of
12 the duration, location, and job requirements. Qualified volunteers shall be given first
13 consideration for the assignment. If the number of qualified volunteers exceeds the
14 number of vacancies, seniority shall be used in selecting volunteers. Assignments shall
15 begin with the most senior qualified volunteer, and then rotate through the list. Once a
16 volunteer receives an assignment, the employee shall not be given a new assignment
17 until a full rotation of the qualified volunteers on the list has occurred.

18 **B. Identification of Volunteers.** Employees are responsible for notifying their
19 supervisor of their desire to be included on (or removed from) the list of volunteers for
20 overtime assignment. A list of volunteers shall be made available to the UNION if
21 requested for applicable work units.

22 **C. Non-Volunteers.** If an insufficient number of volunteers are available for the
23 assignment, the selection shall start with the least senior qualified employee, and shall
24 rotate through the list of qualified employees in reverse order of seniority when making
25 the assignments. Once an employee receives an assignment, the employee shall not be
26 considered for a further involuntary assignment until a full rotation of the list of qualified
27 employees has occurred. Employees may be excused from an assignment if justification
28 of a hardship is approved. In those cases, employees will retain their position in the
29 rotation for future consideration.

30 **D. Exceptions and Limitations.** It is understood that in some limited circumstances
31 assignment to overtime may be justified without the use of seniority in order to meet the
32 mission of PSNS & IMF due to such factors as the Employee's current or near-future
33 critical job assignment. But in no case shall the EMPLOYER not consider volunteers first.
34 An employee will, upon request, be released from overtime assignment provided the
35 reasons are valid and another qualified employee familiar with the work is available for
36 the overtime.

37 **E. Night Shift Differential.** Night Shift Differential shall be paid in accordance with
38 applicable law, rule, or regulation. (For example: 5 CFR 550.122, FMR, PSNS&IMF
39 Timekeeping Instruction, etc.)

40 **0804. VARIATION IN OVERTIME WORK SCHEDULES.** The EMPLOYER agrees that
41 variations in overtime work schedules shall be considered upon written request of the
42 employee. Among the factors that shall be considered are work requirements, the degree

1 and extent of the variation requested, the necessity for supervision, and the employee's
2 reasons for such request. Normally the supervisor's response shall be in writing.

3 **0805. MEAL BREAK.** During overtime assignments the EMPLOYER may release
4 employees from their assignment for a reasonable duty free (non-paid) period to enable
5 the employee to obtain food.

6 **0806. CALL BACK.** An employee called back or scheduled to work outside their
7 regularly scheduled tour of duty shall be paid a minimum of two (2) hours pay at the
8 applicable rate of pay, regardless of whether or not the employee is required to work the
9 entire two (2) hours. This provision does not apply to overtime work adjoining (either
10 immediately before or immediately after) the regularly scheduled work shift.

11 **0807. EMPLOYEE NOTIFICATION.** An employee selected by the EMPLOYER to work
12 overtime will be notified of the intent when the overtime request is submitted for approval
13 by the supervisor, or earlier if practicable. The UNION recognizes that in some cases,
14 such as the breakdown of equipment or absence of employees, little or no advance notice
15 may be possible. The EMPLOYER agrees to consider an employee's hardship when
16 assigning short-notice overtime.

17 **0808. STANDBY DUTY.** When an employee performs standby duty as defined in 5 CFR
18 551.431 for a period of twenty-four continuous hours or more, the employee will be paid
19 for sixteen of the twenty-four hours (commonly referred to as the two-thirds rule) or for the
20 actual hours worked if more than sixteen. Authorized PSNS & IMF officials must order
21 standby duty. Such official authorization will be made in advance of the standby duty,
22 and in the case of standby duty on vessels underway, will normally be authorized in
23 writing on the travel orders. Where standby duty is not authorized in advance on the
24 travel orders, the EMPLOYER will designate an individual on the trip who will have
25 authority to approve standby duty if warranted by unanticipated circumstances.

26 **0809. OFF DUTY PHONE CALLS.** An employee may be required to respond to a
27 telephone call, on either an EMPLOYER provided or personal phone, to provide technical
28 assistance during off duty hours. An employee shall not be required to provide the
29 EMPLOYER with their personal cell phone number unless that number is the only means
30 of contacting the employee at home. When an employee is contacted for technical
31 assistance outside the employee's paid hours of work, that employee will be
32 compensated for actual hours worked in accordance with applicable overtime and pay
33 regulations (e.g. time must be greater than six minutes). Authorization to earn overtime
34 for telephone technical assistance must be made by the supervisor, which may be
35 obtained the first following regular work day.

36 **0810. PROMPT PAYMENT.** The EMPLOYER agrees to promptly certify time and
37 attendance and to promptly take any appropriate personnel actions in order to ensure
38 correct pay for employees. Resolution of pay disputes and correction of pay problems
39 will be given the highest priority by the EMPLOYER. The EMPLOYER agrees to facilitate
40 correction and payment of pay problems through the supporting DFAS office and/or the
41 Human Resources Office. Reimbursement of interest and cost shall be in accordance
42 with law, rule, and regulation.

1 **0811. PAY CAP POLICY.** For FLSA Exempt employees the EMPLOYER shall make
2 every effort to avoid continued work assignments that result in employees working without
3 compensation.

4 **0812. HAZARD PAY.** Regulations pertaining to the payment of hazard differential for
5 General Schedule employees are contained in 5 CFR 550 Subpart I.

6 **0813. ENVIRONMENTAL PAY.** Regulations pertaining to the payment of environmental
7 differential for Federal Wage System employees are contained in 5 CFR 532 Subpart E.

8

9 **Article 09 - HOLIDAYS**

10 **0901. PRESCRIBED HOLIDAYS.** All employees in the Units shall be entitled to all
11 holiday benefits, which are now, or will be in the future, prescribed by law or Executive
12 Order.

13 **0902. HOLIDAY EXCUSAL.** When the EMPLOYER receives notice of an Executive
14 Order too late to excuse those persons ordered to be excused, the EMPLOYER will
15 consider granting equivalent time off, without charge to annual leave (i.e., administrative
16 leave), when compatible with the Shipyard's mission requirements and not prohibited by
17 the Executive Order.

18 **0903. HOLIDAY CLOSURES.** For closures during Holiday periods, the Shipyard may
19 choose to curtail operations:

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

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

22 C. for the Holiday Curtailment period, which shall be no more than 5 consecutive work
23 days.

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

34 Employees shall be charged Annual Leave for holiday closures, unless the employee
35 submits an Application for Leave (OPM-71) for Compensatory Time, Travel
36 Compensatory Time, Leave Without Pay (LWOP), Sick Leave, or Family Medical Leave
37 Act (in accordance with applicable law, rule, or regulation) for use during the curtailment.
38 Employees may request LWOP or accrued compensatory time in order to preserve
39 annual leave. The EMPLOYER will consider such requests unless it would result in a
40 forfeiture of annual leave (use-or-lose) to the next leave year and is not contrary to the
41 curtailment policy. Refer to the annual PSNS&IMF Holiday Season Curtailment Guidance
42 for more information.

1 The EMPLOYER shall provide the UNION the approved Curtailment Work List that
2 requires employees to work during the curtailment, no later than 10 workdays before the
3 start of the curtailment. Any changes to the initial notification shall be provided to the
4 UNION no later than the start of the curtailment.

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

12 For non-volunteers, the EMPLOYER shall notify all employees who are required to work
13 the holiday curtailment at the earliest possible date. The EMPLOYER shall ensure that
14 employees have a minimum of 10 workdays advance written notice (e.g. email, text,
15 memo, etc.). In emergent/unforeseen situations where the EMPLOYER may be unable to
16 provide 10 days advance notice, the EMPLOYER shall provide prompt direct
17 communication (e.g. telephone, text, etc.) followed up by written notification (e.g. email) to
18 the employee.

19 The EMPLOYER should not consider the employee informed until the employee confirms
20 receipt of the information.

21 In the event that an employee is required to work all or part of the Holiday Curtailment,
22 that employee shall be allowed to carry over annual leave above the 240 hour limit, equal
23 to the number of hours required to work. The supervisor shall notify the Administrative
24 Officer of the need to restore the employee's annual leave on or before the 3rd Friday in
25 January.

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

35 The EMPLOYER shall assure that sufficient emergency personnel (medical, fire, police,
36 etc.) are provided to adequately support the employees required to work during the
37 closure. Facilities need to be maintained (e.g. heat, lights, water, etc.) where employees
38 are working.

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

43 During Holiday Curtailment, base parking may be made available on a first come, first
44 serve basis, utilizing existing parking lots, except designated spaces (e.g. executive

1 spaces, disabled, CO, etc.). Information relating to parking availability, gate closures, and
2 transportation (bus, access bus, or taxi) availability shall be published by the EMPLOYER
3 no later than 10 workdays prior to curtailment.

4 Employees assigned to Temporary (TDY) sites which plan a curtailment of more than 2
5 workdays may request to be returned home for the period of curtailment, unless they are
6 required for work.

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

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

14

15 **Article 10 – LEAVE AND COMPENSATORY TIME**

16 **1001. SCOPE.** PSNS&IMFINST 12630.1G governs leave administration and provides
17 policy, assigns responsibility, and outlines procedures for the administration of leave and
18 compensatory time.

19 **1002. LEAVE – ANNUAL, SICK, AND EXIGENT**

20 A. **LONG TERM LEAVE SCHEDULING (absence of 1 week or more).** The
21 EMPLOYER agrees to prepare a long term leave schedule based upon employees' leave
22 request(s) made prior to 15 April for vacation purposes. The schedule will be established
23 based on the earliest documented leave request, then based on Service Computation
24 Date. Once the schedule is established, the EMPLOYER may approve a change in
25 selection, provided another employee's choice is not affected.

26 B. **SHORT TERM LEAVE SCHEDULING (absence less than 1 week).** Short term
27 leave may be requested at any time. The employee should request short term leave as
28 soon as practicable. Supervisor approval of short term leave will be based on a first
29 come first served basis and the ability to support the workload, availability of personnel to
30 support the work, and the long term leave schedule.

31 C. **SICK LEAVE AND FAMILY CARE SICK LEAVE.** The EMPLOYER shall grant
32 Sick Leave and Family Care Sick Leave in accordance with PSNS&IMFINST 12630.1G.

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

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

38 D. **EXIGENT LEAVE.** When an emergency necessitates an employee's absence,
39 which could not be approved in advance, the employee must notify their supervisor. The
40 employee should make notification prior to the start of the scheduled shift, if practicable.
41 If an unexpected absence extends beyond one workday, the employee must notify their
42 supervisor of continued absence and anticipated return to work. Similarly, if an employee

1 needs to leave work due to an emergency or illness, the employee will notify their
2 supervisor prior to leaving work. Exigent leave will normally be approved.

3 **1003. OTHER LEAVE**

4 A. **LEAVE WITHOUT PAY (LWOP).** LWOP is a temporary nonpay status and
5 absence from duty that, in most cases, is granted at the employee's request. Granting
6 LWOP is a matter of supervisory discretion and may be limited.

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

9 B. **COMPENSATORY TIME.** Employees should schedule in advance their use of
10 compensatory (comp) time and be aware of timeframe expirations and balance
11 payments. PSNS&IMFNOTE 12600 provides procedures and requirements for comp
12 time.

13 1. **Travel compensatory time.** Employees should be aware of timeframe
14 expirations and schedule in advance.

15 2. **Religious compensatory time.** Leave for such purposes may include a
16 combination of religious compensatory time, leave and/or leave without pay. See Article
17 7, Section 0709.

18 C. **TIME-OFF AWARD.** Employees should be aware of timeframe expirations and
19 schedule in advance.

20 **1004. REQUESTING LEAVE.** All leave requests are submitted on an OPM Form 71.

21 **1005. APPROVING OR DENYING LEAVE.** Subject to the needs of the EMPLOYER, an
22 employee's request for leave should receive prompt approval or disapproval, so that no
23 employee must forfeit annual leave and to prevent earned compensatory time from being
24 paid as salary. Where a request for leave is denied, the supervisor will document the
25 reason for denying the request for leave on the OPM Form 71 and notify the employee
26 that the leave is not approved. Upon request, a completed copy of the OPM Form 71 will
27 be provided to the employee.

28 **1006. REVIEW OF LEAVE SCHEDULE UPON MOVEMENT.** In cases of movement of
29 an employee from one organizational element to another, previously scheduled leave for
30 vacation purpose shall be discussed with the EMPLOYER for confirmation or
31 rescheduling.

32 **1007. LEAVE CANCELLATION.** Due to high workload or emergency situations, the
33 EMPLOYER may need to cancel an employee's leave. In these instances the
34 EMPLOYER will identify the affected employees and evaluate shifting the workforce and
35 seeking qualified volunteers to ease the impact on affected employees.

36 **1008. CURTAILMENT OF OPERATIONS FOR OTHER THAN HOLIDAY CLOSURES.**
37 If, for any reason, the EMPLOYER schedules a curtailment of operations or will require
38 employees in the Units to use leave (annual leave, compensatory time, or leave without
39 pay), the EMPLOYER will notify the UNION as soon as the possibility is known. When
40 practicable, the EMPLOYER will solicit volunteers to minimize forcing employees. Leave,
41 as used in this Section, refers to situations where the EMPLOYER requires employee(s)
42 to use leave to accommodate periods of low work availability, breakdown of equipment,
43 budgetary constraints, etc. Leave, as used in this Section, does not include when the

1 EMPLOYER requires employee(s) to schedule and use leave to prevent the carry-over of
2 excess annual leave.

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

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

9 **1009. FURLOUGH.** In the event that the EMPLOYER must execute furlough directives,
10 the EMPLOYER will give employees and the UNION as much advanced notice as
11 practicable. If there is an anticipated furlough date, the PSNS&IMF Executive Director, or
12 designee, will request a collaborative meeting to engage the UNION at least 10 working
13 days prior to that date (which may include: discussion of proceedings, development of a
14 communication plan, and seeking alignment regarding impact and implementation of a
15 potential furlough).

16 Note: "Administrative Furlough" is often as a result of sequestration and "Shutdown
17 (Emergency) Furlough" is often the result of lapse of appropriations.

18 If execution of furlough directives results in employees having excess annual leave and
19 this leave cannot be rescheduled, forfeited annual will be restored in accordance with
20 furlough directives. In this case, employees will not be forced to use the excess annual
21 leave prior to the end of the leave year.

22

23 **Article 11 - TRAVEL**

24 **1101. TRAVEL INFORMATION.** The EMPLOYER has established travel and
25 assignment to a temporary duty (TDY) station as a condition of employment. Employees
26 are not expected to travel at their own expense. Rules and regulations governing all
27 Government travel can be found in the Joint Travel Regulations (JTR), or by contacting
28 Code 600. For resolution of problems arising while on travel, the employee shall contact
29 his/her supervisor or the 24-hour hot line (e.g. SATO) provided on the travel orders.

30 **1102. TRAVEL ASSIGNMENT.** TDY assignments shall be distributed among qualified
31 employees as determined by the EMPLOYER according to their skills and familiarity with
32 the work and availability.

33 The EMPLOYER shall determine the codes, numbers of employees, grade
34 level/experience, and qualifications, when assigning Unit employees. The EMPLOYER
35 agrees to consider the impact on employees when making assignments.

36 The EMPLOYER will evaluate employees' qualification for assignments considering items
37 such as: training, experience, developmental needs, job knowledge, certification(s),
38 competencies, and individual characteristics such as judgment and reliability.

39 **A. Volunteers.** When TDY assignments occur, the EMPLOYER shall inform
40 employees of the duration, location, and job requirements. Qualified volunteers shall be
41 given first consideration for the assignment. If the number of qualified volunteers
42 exceeds the number of vacancies, seniority shall be used in selecting volunteers. TDY

1 assignments shall begin with the most senior qualified volunteer, and then rotate through
2 the list. Once a volunteer receives an assignment, the employee shall not be assigned
3 until a full rotation of the volunteers on the list has occurred.

4 **B. Identification of Volunteers.** Employees are responsible for notifying their
5 supervisor of their desire to be included on (or removed from) the list of volunteers for
6 TDY assignment. A list of volunteers shall be made available to the UNION if requested
7 for applicable work units.

8 **C. Non-Volunteers.** If an insufficient number of volunteers are available for the TDY
9 assignment, the selection shall start with the least senior qualified employee, and shall
10 rotate through the list of qualified employees in reverse order of seniority when making
11 the TDY assignments. Once an employee receives an assignment, the employee shall
12 not be considered for a further involuntary TDY assignment until a full rotation of the list of
13 qualified employees has occurred. Employees may be excused from an assignment if
14 justification of a hardship is approved. In those cases, employees will retain their position
15 in the rotation for future consideration.

16 NOTE: Please see Appendix B for Assignment Flow Chart.

17 **1103. TRAVEL NOTIFICATION.** Employees assigned for temporary duty off station will
18 be notified of the details of the assignment. Employees will be kept informed of any
19 changes in his/her assigned travel.

20 **1104. EXEMPTION/HARDSHIP REQUESTS.** An employee may request of the
21 EMPLOYER an exemption from TDY assignments, setting forth in writing the reasons for
22 such exemption. The employee shall be notified promptly of approval or disapproval
23 (including reason) of request.

24 Once employee(s) in the Unit arrive at the TDY site, the employee may request to be
25 relieved from duty if mitigating circumstances require the employee to return to
26 permanent duty station due to unforeseen emergencies, illness, or exigencies affecting
27 the Employee. The Employee shall be notified promptly of approval or disapproval
28 (including reason) of request. In accordance with the JTR, when an employee has a
29 serious illness or medical emergency the EMPLOYER will pay for a family member's
30 ticket in DTS (utilizing "invitational travel orders" for non-government employees). Once
31 the emergency is resolved, the Employee may be required to return to complete the TDY
32 assignment.

33 **1105. TIMELY APPROVAL OF ORDERS.** Travel orders will be prepared via Defense
34 Travel System (DTS) and approved in a timely manner. For routine travel, employees or
35 authorized travel officials should initiate travel orders in DTS at least two weeks prior to
36 travel; it should be approved within one week of travel, and ticketing initiated by SATO
37 three days prior to travel.

38 **1106. GOVERNMENT CHARGE CARDS (GCC) AND ADVANCE PAYMENTS.**
39 Employees who perform TDY travel will normally obtain and use a GCC for that purpose.
40 The EMPLOYER will assist employees in obtaining such cards and will provide
41 information regarding how they are to be used. The policies and procedures for the
42 Government travel charge card program, to include advance payments and exemptions
43 from mandatory use of the GCC, are found in the DoD Financial Management Regulation

1 (DoD 7000-14-R), Volume 9, "Travel Policy and Procedures." NOTE: An employee's
2 inappropriate use of a GCC could adversely affect his/her employment.

3 If the employee's overall anticipated GCC expenses may exceed the GCC limit, the
4 EMPLOYER shall increase the GCC limit to allow coverage of anticipated expenses.

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

9 **1107. TRAVEL SCHEDULE.** The EMPLOYER will make every effort to schedule or
10 allow the scheduling of necessary travel time to and from a TDY assignment within the
11 scheduled tour of duty. Employees' tour of duty should align to the TDY location and
12 assigned shift prior to departure.

13 To the maximum extent practicable, the EMPLOYER agrees to schedule travel so that
14 when an employee travels outside the employee's regularly scheduled work shift, there
15 shall be an interval of not less than 10 hours between completion of travel and the time
16 expected to report for work. Employees are eligible to be compensated for time in a
17 travel status away from official duty station. Time in a travel status includes time actually
18 traveling between an official duty station and a temporary duty station (temporary work
19 site or temporary lodging) including the return trip. This creditable travel time includes
20 usual waiting times but does not include unplanned extended delays if an employee
21 obtained lodging to rest or sleep.

22 If employees are required to travel more than 14 continuous hours, a rest period may be
23 authorized in accordance with the Joint Travel Regulations (JTR). When an in-travel rest
24 period cannot be scheduled, the normal 10-hour rest period shall be extended to 12
25 hours, if possible.

26 NOTE: See 5 CFR 550 Subpart N for creditable travel time.

27 **1108. LODGING AND RENTAL CARS.** The EMPLOYER will determine the need for
28 contract lodging and rental cars.

29 A. **LODGING.** When lodging is authorized, the employee may request a specific
30 lodging facility. The EMPLOYER will normally ensure a lodging facility is secured prior to
31 a traveler's departure. Normally the EMPLOYER will not require any employees in the
32 Units to stay in facilities (including government quarters: BOQ/BEQ/BQ, etc.) that do not
33 meet the conditions specified by current DOD instructions. The EMPLOYER agrees that
34 the requirement to stay in government quarters should not restrict afterhours activity any
35 more than would be expected in commercial lodging. Normally, employees will not be
36 required to change lodging facilities once the travel has commenced.

37 NOTE: Lodging above per diem rate must be approved through the EMPLOYER.

38 B. **RENTAL CARS.** When a rental car(s) is authorized, use shall be in accordance
39 with the Defense Travel Management Office (DTMO) rental agreements. If the rental car
40 is involved in an accident or otherwise damaged:

41 1. Gather all information you can relating to the accident (police/accident report,
42 insurance information of other parties involved, names, telephone numbers, copy of rental
43 car contract, photos, etc.);

1 2. Report incident to Supervision as soon as practical.

2 3. Contact the rental car company.

3 NOTE: Refer to Financial Management Regulation (FMR) Volume 9, Chapter 4 for further
4 guidance on transportation allowances.

5 **1109. SHIPBOARD ACCOMMODATIONS.** An employee assigned to duties aboard ship
6 will be accorded available accommodations and related berthing facilities equivalent to
7 that provided other civilian or military personnel, not part of ship's company.

8 A. **BERTHING ARRANGEMENTS.** The EMPLOYER, in accordance with
9 PSNS&IMFINST 9080.3, shall coordinate adequate arrangements for employees. When
10 available, berthing accommodations will be provided in Officer berthing, Chief berthing or
11 crew berthing in that order before other temporary berthing is assigned. The EMPLOYER
12 will notify the UNION when unusual berthing arrangements (e.g., temporary facilities or
13 hot bunking) will or may be required. "Hot Bunking" will be avoided where possible.
14 When it cannot be avoided, clean bedding will be requested to permit stripping and
15 remaking the bunk when the occupant changes. Laundry facilities will be available for
16 employees who choose to launder their bedding while underway. Where laundry facilities
17 are limited, scheduling may be required.

18 B. **BERTHING INSPECTION.** Upon request, a UNION representative may inspect
19 the berthing facilities for employees of the Units prior to ship departure. Problems or
20 concerns with accommodations will be addressed to the EMPLOYER. The EMPLOYER
21 will work with ship's force to address identified problems or concerns.

22 **1110. SHIP'S SCHEDULE.** Upon written request by the employee scheduled to embark
23 on vessels, the EMPLOYER agrees to inform the individual designated by the employee
24 of known changes (provided this information is releasable to the public), which affect the
25 employee's expected time of return by four hours or more. The request must be filed with
26 the appropriate Administrative Office by the employee prior to departure and must include
27 the name and Branch of the employee and the contact information of the person to be
28 notified.

29 **1111. SETTLEMENT OF TRAVEL CLAIMS AND OVERPAYMENTS OF ADVANCES.**
30 Shall be in accordance with Financial Management Regulation (FMR) Volume 9, Chapter
31 8.

32 33 **Article 12 – VACANCIES, PROMOTIONS, AND ASSIGNMENTS**

34 **1201. VACANCIES.** Applicants will be evaluated on experience, education,
35 competencies, and performance. Selections will be made from the qualified candidates.

36 Vacant positions may be filled under the Merit Staffing Program, or other appropriate
37 means of filling vacancies, as provided by law and regulation.

38 The EMPLOYER shall maintain a web link for advertised PSNS & IMF vacancies on the
39 PSNS & IMF SharePoint/Intranet. Employees may contact the HRO or the UNION to
40 address concerns associated with a vacancy.

41 **1202. INTERVIEWS.** If any of the candidates on a competitive certificate or eligible
42 candidates for a Merit Promotion competition are interviewed for a position in the Units,

1 then at least five candidates shall be given the opportunity to be interviewed. If interviews
2 are conducted and the certificate contains less than five candidates, all shall be given an
3 opportunity to interview.

4 **1203. EMPLOYEES DEEMED NOT QUALIFIED.** Employees that apply, but do not make
5 the certification (also known as “cert”) for a particular job may contact HRO for feedback
6 on why they did not make the cert.

7 **1204. POST INTERVIEW FEEDBACK.** An employee may request feedback on their
8 interview from the selecting official or panel lead to enhance future employment
9 opportunity. If the selecting official or panel lead is not known, the employee may contact
10 HRO.

11 **1205. TEMPORARY PROMOTION.** The UNION agrees it is the responsibility of the
12 EMPLOYER to determine how to fill temporary vacancies. When the EMPLOYER
13 determines that a bargaining unit employee will be assigned to a higher level position, for
14 two-weeks (14 calendar days) or greater, a temporary promotion shall be made subject to
15 5 CFR 335.102 & 103

16 If the period of the assignment does not coincide with a specific pay period, the pay will
17 be computed for inclusion in the pay period commencing with the effective date recorded
18 on the SF-50.

19 **1206. DETAILS.** A detail is a temporary assignment of an Employee to a different
20 position, without change in pay, for a specified period with the Employee returning to their
21 regular duties at the end of the detail. The EMPLOYER shall inform employees prior to
22 the detail of the reason for the detail, the nature of the duties to be performed, job
23 expectations and duration. Employee shall receive the training necessary to perform the
24 assignment completely and safely. At the end of the expected duration and upon request,
25 consideration shall be given to returning employees to their former position. Details of 30
26 days or more shall be documented on a Standard Form 52 and placed in the employee’s
27 Official Personnel File. Assignment to a detail shall not extend the probationary period of
28 an affected probationary employee.

29 An employee may request of the EMPLOYER an exemption from a detail, setting forth in
30 writing the reasons for such exemption. The employee shall be notified promptly of
31 approval or disapproval (including reason) of the request.

32 If the employee’s promotion potential is impacted, or an employee is detailed out of the
33 bargaining unit, a Memorandum of Agreement shall be negotiated between the UNION
34 and the EMPLOYER. The EMPLOYER and UNION may consider items such as, but not
35 limited to: background or reason for the detail, safety briefings, duration/timeframe of
36 detail, expectations, training/qualification(s), approved leave, limitations, impact(s) to pay,
37 performance ratings unaffected, etc.

38
39 **ARTICLE 13 - POSITION DESCRIPTIONS**

40 **1301. REVISION CONSIDERATION.** The EMPLOYER agrees to maintain current and
41 accurate position descriptions.

42 A. When employees consider their position description to be inaccurate the problem
43 should be discussed with the immediate supervisor. The supervisor shall investigate the

1 matter. If a revised position description is warranted, it shall be prepared and processed
2 by the EMPLOYER, and the employee shall be notified of the status upon request.

3 B. If the EMPLOYER determines a revision is necessary, the employee will be
4 reassigned to an accurate position description. The EMPLOYER may consider the timing
5 of the employee's next step increase, eligibility for promotion, etc.

6 C. If not resolved in steps (a) or (b) above, an employee may dispute the accuracy of
7 their official job or position description through the Negotiated Grievance Procedure.

8 **1302. CLASSIFICATION APPEALS.** The classification of a position (e.g., grade level,
9 title, series, or pay category, etc.) is established in accordance with applicable law, rule,
10 and regulation, and is excluded from the grievance procedure; however, the employee
11 may pursue issues with the classification of their position through the Classification
12 Appeals Procedure.

13 **1303. COPY OF POSITION DESCRIPTIONS.** The EMPLOYER shall provide the
14 UNION a copy of the position description for newly established and classified bargaining
15 unit positions. Employees in the Units shall, upon request to their supervisor, be
16 furnished a copy of their current position description. Employees may request a copy of a
17 position description of a job they formally occupied from HRO.

18 **1304. DESK AUDITS.** The EMPLOYER will notify the UNION when a desk audit is
19 performed and provide subsequent results.

20

21 **ARTICLE 14 - EMPLOYEE DEVELOPMENT AND PERFORMANCE APPRAISAL** 22 **PROGRAM**

23 **1401. SCOPE** The EMPLOYER maintains technical, professional, leadership, and
24 personal development programs within the limits of time and funds available some of
25 which are outlined in EMPLOYEE TRAINING AND DEVELOPMENT MANUAL
26 (PSNS&IMFINST 12410.4) and COMPETENCY MANAGEMENT SYSTEM
27 (PSNS&IMFINST 12400.1).

28 **1402. ASSISTANCE AND REIMBURSEMENT.** Employees desiring to participate in
29 self-development programs may obtain assistance from his/her supervisor in preparing an
30 Individual Development Plan. Requests for temporary variations in work schedules to
31 allow employees to participate in such programs will be considered by the EMPLOYER.
32 Participants may be reimbursed for tuition and fees for successful completion of
33 EMPLOYER approved courses as outlined in the PSNS&IMFINST 12410.4.

34 **1403. REQUEST LEAVE FOR EDUCATION.** The EMPLOYER agrees to consider leave
35 requests for an employee to pursue a program of study. A written statement will be
36 provided to the employee approving the leave or outlining the reasons for denying the
37 leave. If denied, it is understood that the employee may request leave for this purpose at
38 a future date.

39 **1404. NEW EMPLOYEE INDOCTRINATION.** It is agreed that new employees will be
40 given classroom instruction on such personnel matters as the Merit Systems Principles,
41 Equal Employment Opportunity, security, safety programs, incentives (e.g. awards,
42 Transportation Incentive Program, etc.), employee benefits, performance appraisals,
43 employee resource groups, and command training opportunities.

1 As part of the New Employee Orientation (NEO), the UNION will be allotted 40 minutes to
2 discuss representation responsibilities with the new Employees.

3 NOTE: Employees who transfer or are reassigned to a Bargaining Unit position are
4 encouraged to attend an upcoming UNION NEO presentation.

5 **1405. PROFESSIONAL LICENSE.** The EMPLOYER further agrees that a Professional
6 License or Certification may be the object of the Individual Development Plan. Additional
7 details are contained in PSNS&IMFINST 12410.4.

8 **1406. PREPARATION/PRESENTATION OF TECHNICAL PAPERS.** The EMPLOYER
9 agrees to encourage employees to participate in preparation of technical papers for
10 presentations before, and publication by, the engineering and scientific societies. All
11 papers must be presented in a timely manner to the EMPLOYER for clearance.

12 **1407. COMPETENCY MANAGEMENT SYSTEM (CMS).** CMS is a tool used to track and
13 measure a pattern of knowledge, skills, abilities and behaviors and individual needs to
14 successfully perform work roles. Additional details are contained in PSNS&IMFINST
15 12400.1.

16 **1408. EMPLOYEE TRAINING AND DEVELOPMENT PROGRAM.** This program
17 supports the development of skills, knowledge and abilities of employees necessary to
18 achieve the command's mission and create an environment that fosters continuous
19 learning. Additional details are contained in PSNS&IMFINST 12410.4

20 **1409. PERFORMANCE APPRAISAL.** Performance appraisals for employees in the
21 Units shall be governed by the EMPLOYER's current performance appraisal system.

22

23 **ARTICLE 15 - REDUCTION IN FORCE AND REPROMOTION**

24 **1501. REGULATORY COMPLIANCE.** A reduction in force (RIF) shall be accomplished
25 in compliance with all laws and Federal statutes in effect at the time of the reduction in
26 force. For more detailed information refer to 5 CFR Part 351.

27 **1502. UNION NOTIFICATION.** The UNION will be notified of the necessity for a RIF as
28 far in advance as practicable. The UNION will be provided with a copy of the retention
29 register, as soon as practicable. Information as to the number of affected bargaining unit
30 employees in each competitive level and the dates of issuance and final effective date of
31 the RIF notice shall be provided to the UNION. All of the information addressed in this
32 Section shall be provided to the UNION before it is released to any bargaining unit
33 employees.

34 **1503. EMPLOYEE NOTIFICATION.** Employees shall be notified and provided detailed
35 information regarding the RIF actions that are being implemented against them, including
36 rights to appeal, retreat, bump, and other available options. The EMPLOYER will provide
37 access to all records and documents pertinent to an individual employee's RIF action.
38 The employee may be represented by the UNION at any briefing, counseling, or meeting
39 concerning the RIF action.

40 **1504. REASSIGN AND RETRAIN.** The EMPLOYER shall make a reasonable effort to
41 reassign and retrain employees, whose positions are eliminated.

1 **1505. WAIVER OF MINIMUM QUALIFICATION STANDARDS.** The EMPLOYER will
2 notify the UNION prior to implementing the action to waive minimum qualification
3 standards and requirements for positions within the Units when placing employees
4 affected by RIF.

5 **1506. REPROMOTION.** Employees in the Units who have been changed to a lower
6 grade as a result of RIF shall be given priority consideration for re-promotion to any
7 vacancy for which eligible providing the employee is registered for that series and grade
8 (General Schedule or Wage Grade positions) in the EMPLOYER's Re-Promotion
9 Program (RPP). Entitlement to priority consideration will terminate upon expiration of the
10 employee's entitlement to retained grade.

11

12 **Article 16 – FURLOUGH**

13 **1601. REGULATORY COMPLIANCE.** A furlough shall be accomplished in compliance
14 with all laws and Federal statutes in effect at the time of the furlough. There are two
15 types of furloughs; administrative and shutdown furloughs. An administrative furlough is a
16 planned event by an agency which is designed to absorb reductions necessitated by
17 downsizing, reduced funding, lack of work, or any other budget situation other than a lapse in
18 appropriations. A shutdown furlough occurs when there is a lapse in appropriations, (e.g.
19 no funds have been appropriated for that year, expiration of a continuing resolution and
20 new continuing resolution or appropriations law is not passed). In a shutdown furlough, an
21 affected agency would have to shut down any activities funded by annual appropriations
22 that are not excepted by law.

23 **1602. UNION NOTIFICATION.** The EMPLOYER will notify the UNION of a potential
24 furlough. The EMPLOYER will provide the UNION with all furlough guidance given to the
25 Command. An electronic, sortable list of all bargaining unit employees to include name,
26 job series numbers, titles, grades, and furlough status will be provided to the UNION.

27 **1603. EMPLOYEE NOTIFICATION.** The EMPLOYER will issue written furlough notices
28 to employees in person or electronically. The UNION shall be provided a copy of the final
29 template of the notification letter. The UNION will be informed of the status of the
30 issuance of the notification letters. Employees may request additional documentation for
31 financial purposes from HRO.

32 The EMPLOYER will post OPM guidance and/or a web link regarding the effects of the
33 furlough on employee benefits (i.e. health insurance, life insurance, retirement, leave
34 accrual, and payroll deductions) on the Shipyard Intranet and social media sites.

35 The EMPLOYER will post furlough status on social media sites (e.g Facebook, etc.) and
36 send information using the Command's Groupcast services. The EMPLOYER will notify
37 employees when to return to work.

38 **1604. RECALL TO WORK.** Non-excepted (furloughed) employees may be recalled to
39 duty during the furloughed period based on mission requirements to perform excepted
40 functions. The EMPLOYER shall provide the UNION a list of all bargaining Unit
41 employees that were recalled during the furlough period.

1 **1605. EMPLOYEE PERFORMANCE AND QUALIFICATIONS.** An employee's
2 performance appraisal or Performance Improvement Plan shall not be adversely affected
3 by the furlough.

4 The employees' qualifications that are adversely impacted by the furlough will not result in
5 disciplinary action when the impact was not within the employee's control.

6 **1606. DISCIPLINARY/ADVERSE ACTIONS DURING FURLOUGH.** The effective date
7 of suspensions, excluding indefinite suspensions, will be delayed until the end of the
8 furlough period.

9

10 **Article 17 - CONTRACTING OF WORK**

11 **1701. CONTRACTING OF WORK.** Whenever the work performed by employees in the
12 Units is to be done by loans from other Naval activities, or by contract, which will result in
13 the displacement of the technical responsibilities of the employees in the Unit, the
14 EMPLOYER will notify the UNION.

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

22

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

24 **1801. SCOPE.** The intent of disciplinary actions is to correct employee misconduct.
25 Such action is not intended to be punitive, but it serves as a deterrent to unacceptable
26 conduct or behavior, promotes high standards of government service, and maintains
27 public confidence. See 5 CFR 752 for regulations.

28 **1802. ENTITLEMENT TO REPRESENTATION.** If an employee reasonably believes that
29 an examination (e.g., meeting or investigation) may result in disciplinary action, the
30 employee may request UNION representation. If requested by the employee, the UNION
31 shall be given the opportunity to have a representative present at the examination. (See
32 Weingarten Rights). The supervisor shall assist in making arrangements for a union
33 representative to be present.

34 **1803. DISCIPLINARY ACTIONS.** Disciplinary actions are defined as: Letter of
35 Reprimand and Suspensions of 14 days or less. Refer to 5 CFR Part 752 Subpart B and
36 SECNAVINST 12752.1A, for further information. For appeal options, see the Negotiated
37 Grievance Procedure, Article 19.

38 **1804. ADVERSE ACTIONS.** Adverse actions are defined as: Removal, Suspensions for
39 more than 14 days, furlough without pay for 30 days or less, and reduction in grade or
40 pay. These actions are processed under 5 CFR Part 752, Subpart D.

41 **1805. APPEAL OF ADVERSE ACTION.** The employee may elect to appeal or grieve
42 adverse actions either to the Merit Systems Protection Board (MSPB) (appeal) or through

1 the Negotiated Grievance Procedure, but not both. Once the employee has elected to file
2 a written grievance or appeal, the election is considered final and the employee may not
3 change his/her mind.

4 **1806. UNION NOTIFICATION.** HRO shall provide the Chief Representative a sanitized
5 copy, with PII and names removed, of all written disciplinary actions taken against any
6 employee covered by this AGREEMENT within 10 working days, once the employee has
7 been notified.

8 **1807. ALTERNATIVE DISCIPLINE.** In all cases of proposed written disciplinary action
9 the UNION, the EMPLOYER, or the employee may request to use alternative discipline
10 rather than traditional administrative action. The decision to use alternative discipline
11 must be mutual. For example, formal discipline may be held in abeyance if the employee
12 agrees to do an alternate activity, such as: training, work experience, Civilian Employee
13 Assistance Program (CEAP), or Alternative Dispute Resolution (ADR).

14

15 **Article 19 – PROBLEM RESOLUTION AND GRIEVANCE PROCEDURES**

16 **1901. SCOPE.** This Article provides for the mutually beneficial, sole procedure for
17 settlement of employee problems and grievances as defined in Section 7121 of the Act.
18 The EMPLOYER and the UNION acknowledge that an effective method of resolving
19 problems is through collaborative problem solving. Figure 19-1 provides both a detailed
20 flow chart of the Problem Resolution and Grievance Procedure outlined in this article and
21 the timeline for events in the process. The following subjects are excluded from these
22 procedures:

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

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

1 **1902. APPEAL OF ADVERSE ACTIONS.** In cases of adverse action, the employee
2 may elect to use the procedures of this Article or appeal to the Merit Systems Protection
3 Board, but not both.

4 **1903. DEFINITION OF A PROBLEM.** For the purpose of this Article, a problem is any
5 employee concern with matters relating to his/her employment. A problem that cannot be
6 resolved may become a grievance.

7 **1904. DEFINITION OF A GRIEVANCE.** For the purpose of this Article, a grievance is
8 defined as any formal complaint (which has not been resolved via Collaborative Problem
9 Solving):

- 10 A. By any employee or the UNION concerning any matter relating to the employment
11 of an employee; or
- 12 B. By any employee, the UNION, or the EMPLOYER concerning
 - 13 1. the effect or interpretation, or a claim of breach, of this collective bargaining
14 agreement; or
 - 15 2. any claimed violation, misinterpretation, or misapplication of any law, rule or
16 regulation affecting conditions of employment.

17 **1905. EMPLOYEE IDENTIFICATION OF A PROBLEM.** When an employee becomes
18 aware of a problem, he/she has 10 workdays to file a problem report with the UNION to
19 be considered timely. During this 10 workday period, the employee is encouraged to
20 resolve issues directly with his/her supervisor if possible.

21 **1906. 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 1907.

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

- 28 A. The date the situation(s), action(s), or condition(s) takes place;
- 29 B. The date the employee becomes aware of the situation(s), etc. The fact that the
30 employee was unaware of the provisions of this agreement or did not question or
31 pursue the situation(s), etc., to determine its applicability to this procedure will not
32 serve to extend the time limit.

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

36 Where the situation causing the problem occurs off-station (e.g., sea trials, TDY, etc.) and
37 there is no means of timely filing of the problem through an assigned on-site UNION
38 representative, then the time limits provided in this article shall apply beginning on the
39 first full workday of the Employee's return to their duty station.

40 **1907. SELF-REPRESENTATION.** Any employee in the Unit may file their own
41 problem/grievance as allowed by Section 7121 of the Act, in accordance with Section
42 1904 and may elect to have the problem/grievance addressed without UNION
43 representation. However, the UNION shall be notified of and afforded the opportunity to

1 be present at all discussions between the EMPLOYER and the employee concerning the
2 issue. The EMPLOYER will provide copies of all correspondence to the UNION if no
3 discussions are held. At the appropriate time, the UNION will be allowed to make known
4 its views concerning the problem/grievance.

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

10 **1908. 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 If collaborative problem solving is unsuccessful or untimely, the problem may be pursued
20 through the grievance procedure using either the Alternative Dispute Resolution (ADR)
21 process or Department Head Adjudication as outlined below. Grievances must be filed by
22 the UNION via e-mail with the employee's Department Head or designated
23 representative, including a copy to HRO. The subject line of the e-mail shall read "Official
24 Notification GRIEVANCE NOTIFICATION". The EMPLOYER shall provide and maintain a
25 list of Department Heads or the designated representatives to the Chief Representative.

26 **1909. ALTERNATIVE DISPUTE RESOLUTION (ADR).** The Employee, the UNION and
27 the EMPLOYER may mutually agree to use the ADR process instead of Department
28 Head Adjudication. The ADR process has two options that can be selected as follows:

29 (1) **Facilitation** by a "Neutral" using various ADR techniques. A "Neutral" is a
30 person whom the UNION and the EMPLOYER mutually agree to be:

- 31 a. Knowledgeable of regulations, policies and Shipyard operations;
- 32 b. Trained in ADR processes; and
- 33 c. Sufficiently removed from the situation to not have a conflict of interest (e.g.
34 usually not from the same department).

35 **OR**

36 (2) **Mediation** by certified mediators.

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

42 At any time during the ADR process, any involved party may determine that the ADR
43 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 **1910. 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 Either the EMPLOYER or the UNION may request to have the grievance heard and
14 decided by officials other than specified in this Section. Such requests should be in
15 writing and include the reasons for the request. Such requests shall not be executed
16 without the specific written consent of the other party. If agreement cannot be reached,
17 then the parties will continue to comply with this Article.

18 **1911. PARTICIPANTS IN PROBLEM/GRIEVANCE RESOLUTION.** During collaborative
19 problem solving, ADR or Department Head Adjudication, the UNION and/or the
20 EMPLOYER may call a reasonable number of relevant participants who would contribute
21 to the facilitation of a resolution. These participants and/or subject matter experts shall
22 suffer no loss of pay or annual leave for such service.

23 **1912. OFF-STATION REPRESENTATION.** The EMPLOYER and the UNION shall share
24 equally travel costs (lodging, per diem, airfare, carfare, meals, etc.) for UNION officials to
25 represent employees, who are off-station either TDY or PCS. In order to ensure a timely
26 and satisfactory resolution to the employee's problem or grievance, the EMPLOYER will
27 allow the use of facilities and equipment (conference room, phone, computer), where
28 available, for the UNION to meet with the employee.

29 **1913. EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROCEDURE .** Employees have
30 the right to elect resolution of alleged discrimination through either but not both of the
31 following:

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

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

38 **1914. UNION-INITIATED GRIEVANCE PROCEDURE.** A UNION-initiated grievance is a
39 problem filed by the UNION on behalf of multiple employees, or on behalf of the UNION
40 itself, as an entity. Grievances must be filed by the UNION via e-mail with the appropriate
41 Department Head or designated representative, including a copy to HRO folder. The
42 subject line of the e-mail shall read "Official Notification GRIEVANCE". The EMPLOYER
43 shall provide and maintain a list of Department Heads or the designated representatives
44 to the Chief Representative. Where the problem affects employees in more than one

1 department the UNION grievance will be submitted to the Shipyard Commander and
2 HRO.

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

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

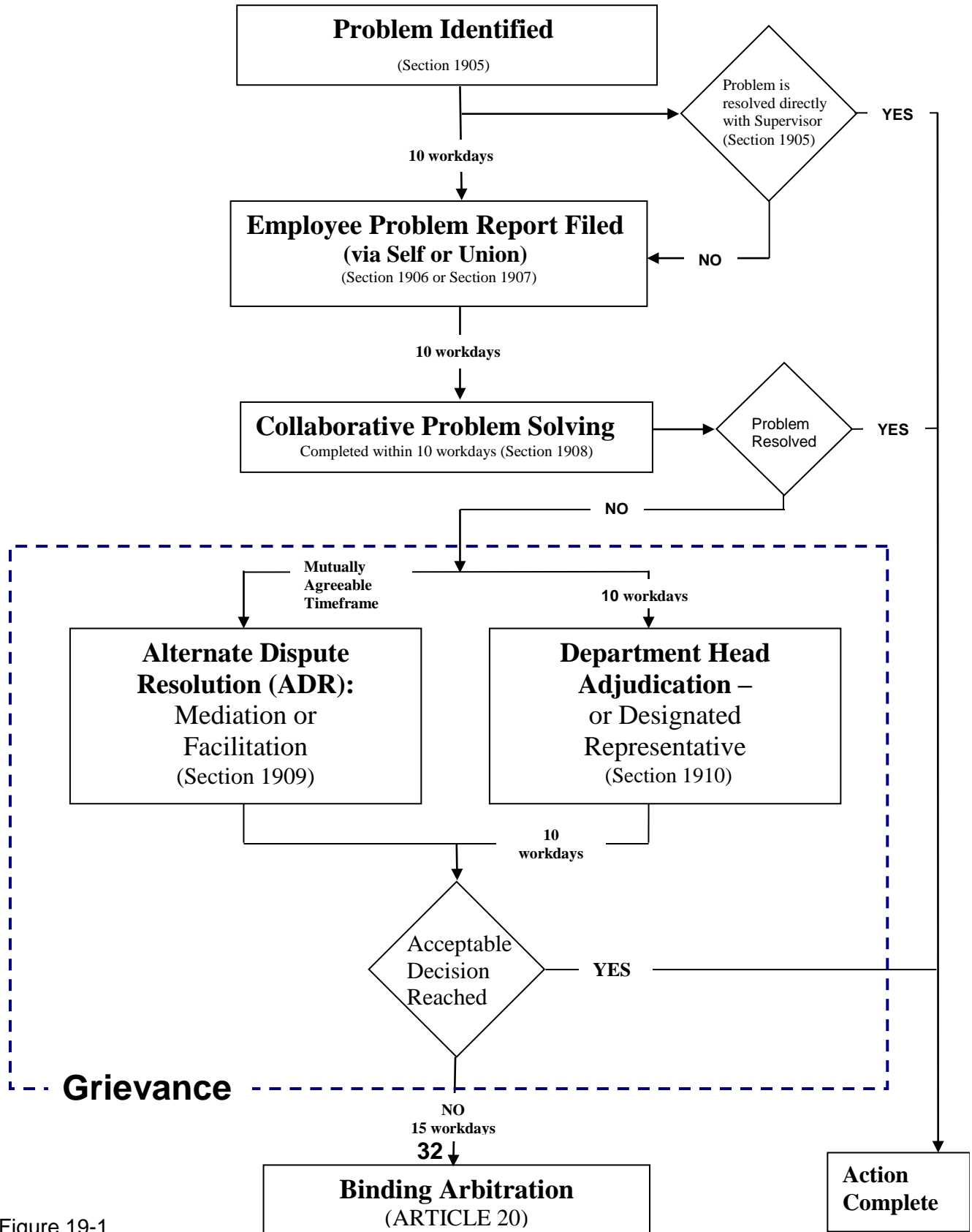
14 **1915. EMPLOYER-INITIATED GRIEVANCE PROCEDURE.** An EMPLOYER-initiated
15 grievance shall be filed within 10 workdays via e-mail to the UNION President and the
16 Chief Representative with "GRIEVANCE" in the subject line. Within 10 workdays after
17 receipt, the UNION President, or designated representative, shall hold a formal hearing.
18 The UNION President shall give a written decision within 10 workdays after the
19 conclusion of the hearing.

20 **1916. REFERRAL TO ARBITRATION.** After the grievance decision is provided, and a
21 settlement cannot be reached, the other party may refer the matter to arbitration (see
22 Article 20).

23 **1917. EXTENSION OF TIME LIMITS.** All time limits in this Article may be extended by
24 mutual agreement between the EMPLOYER and the Chief Representative for valid
25 reasons provided that a request for extension is presented via the agreed upon official
26 notification procedure. Employees should realize that these time limits are binding and
27 normally will not be extended.

28

Problem Resolution and Grievance Procedure



1 **ARTICLE 20 - ARBITRATION PROCEDURES**

2 **2001. REQUEST FOR ARBITRATION.** If the EMPLOYER and the UNION fail to settle
3 any grievance processed in accordance with this agreement, then a request for arbitration
4 may be made. Arbitration may only be invoked by the UNION or the EMPLOYER, not
5 individual employees. Within 15 workdays following conclusion of the grievance
6 procedure the party desiring arbitration shall send an e-mail notification to the other party
7 and include "ARBITRATION REQUEST" in the subject line. The UNION shall send the e-
8 mail notification to the Code 107 Department Head, or designee, with a copy to HRO. The
9 EMPLOYER shall send the e-mail notification to the UNION President and Chief
10 Representative.

11 **2002. SELECTION OF ARBITRATOR.** Within 15 workdays after receiving written
12 notification by the other party desiring arbitration, the UNION and the EMPLOYER shall
13 mutually agree to select an arbitrator from:

- 14 A. a previously requisitioned arbitrator master list or
- 15 B. a new list of no fewer than seven (7) impartial persons qualified to act as
16 arbitrators, from the Federal Mediation and Conciliation Service (FMCS). The parties shall
17 share the cost of the FMCS list equally.

18 After a list is mutually agreed upon, the parties shall meet and select an arbitrator within
19 15 workdays. If the parties cannot agree on one of the listed arbitrators, then the parties
20 will alternately strike one name from the list until only one name remains. The remaining
21 arbitrator will be used to conduct the arbitration. Before beginning the strike process,
22 during even numbered years the EMPLOYER shall make the first strike, and in odd
23 numbered years, the UNION shall make the first strike. If either party fails to meet the
24 terms as specified, the other party is free to select an arbitrator from the list and proceed
25 to arbitration.

26 **2003. USE OF A LABOR/MANAGEMENT PANEL FOR ARBITRATION.** After
27 arbitration has been requested, the EMPLOYER and the UNION may mutually agree to
28 submit the grievance to a Labor/Management panel for review in lieu of arbitration. Such
29 agreement shall be documented with an MOA describing the procedures, the panel's
30 authority, a clear description of the issue to be decided, and parameters for deciding the
31 issue.

32 **2004. ARBITRATION EXPENSES.** The fee and expense of the arbitrator shall be borne
33 equally by the UNION and the EMPLOYER. The arbitrator hearings shall be held during
34 the regularly scheduled workweek and all employee representatives; the aggrieved
35 employee and employee witnesses shall be in a pay status without charge to annual
36 leave while participating in the arbitration proceedings. Under no circumstances shall the
37 aggrieved employee, representatives or witnesses be paid overtime for participating in
38 arbitration unless specifically authorized by the EMPLOYER. Should either party fail to
39 participate in a duly established arbitration, that party will pay all expenses for that
40 arbitration.

1 **2005. LIMITS ON ARBITRATOR/PANEL.** The arbitrator or panel shall not change,
2 modify, alter, delete, or add to the provision of the AGREEMENT, as such is the
3 prerogative of the parties only.

4 **2006. TIMELY DECISION.** The arbitrator or panel will be requested by the parties to
5 render a decision as quickly as possible, but in any event no later than thirty calendar
6 days after conclusion of the hearing unless the parties otherwise agree.

7 **2007. AWARDS AND EXCEPTIONS.** The arbitrator or panel's award shall be binding on
8 the parties. The decision of a panel review is final. However, in the case of arbitration,
9 either party may file exceptions to an award with the Federal Labor Relations Authority
10 (FLRA), under regulations prescribed by the FLRA. If either party decides to take
11 exception to the arbitrator's award or to seek advice or guidance from higher authority on
12 implementation of the award, they will so notify the other party when the exception is filed.
13

14 **ARTICLE 21 - COLLABORATION, CLARIFYING DISCUSSION, AND BARGAINING**

15 **2101. INTRODUCTION.** Issues should be resolved collaboratively at the lowest
16 possible level. The parties recognize collective bargaining requires the parties to meet at
17 reasonable times to consult and bargain in a good faith effort to reach agreement with
18 respect to all personnel policies, practices, or other matters affecting general working
19 conditions of employees in the Units. Figure 21-1 provides a flow chart depicting the
20 normal process to be followed for notifications, clarifying discussions and bargaining.

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

25 **2102. MEETINGS AND COMMITTEES.** It is recognized that an essential part of
26 communication between the EMPLOYER and the UNION are regular meetings and
27 participation in selected Command committees. The following meetings and committees
28 provide this level of communication:

29 A. **MEETINGS WITH SHIPYARD MANAGERS.** The UNION will be afforded the
30 opportunity to meet with the Shipyard Commander, a designated representative, or other
31 senior managers to promote the relationship between the EMPLOYER and the UNION.

32 B. **DIVISION/DEPARTMENT MEETINGS.** Each Shipyard Department shall establish
33 regular meetings with designated UNION representatives (typically the Department Vice
34 President). The purpose of these meetings is to establish a collaborative effort between
35 the UNION and the EMPLOYER to benefit the employees. These meetings are to
36 discuss issues and changes upcoming within the department with the intent of providing
37 clear and open communication of change to the UNION. The UNION shall also come
38 prepared to discuss concerns and issues relative to the bargaining unit. For larger
39 Divisions within each Shipyard Department, regular meetings are encouraged with
40 UNION representatives from within each organizational group.

41 C. **COMMITTEE CONSULTATION/PARTICIPATION.** If the EMPLOYER plans to
42 establish an employee-management committee directly affecting the working conditions

1 of employees in the Units, the UNION shall be consulted. If such a committee is
2 established, the UNION shall have membership thereon unless expressly prohibited by
3 rules and regulations. If the regular appointed member cannot attend a meeting, an
4 alternate with the same rights as the regular member may be appointed by the UNION.

UNION/MANAGEMENT COLLABORATION, NOTIFICATION, CLARIFYING DISCUSSION, AND BARGAINING

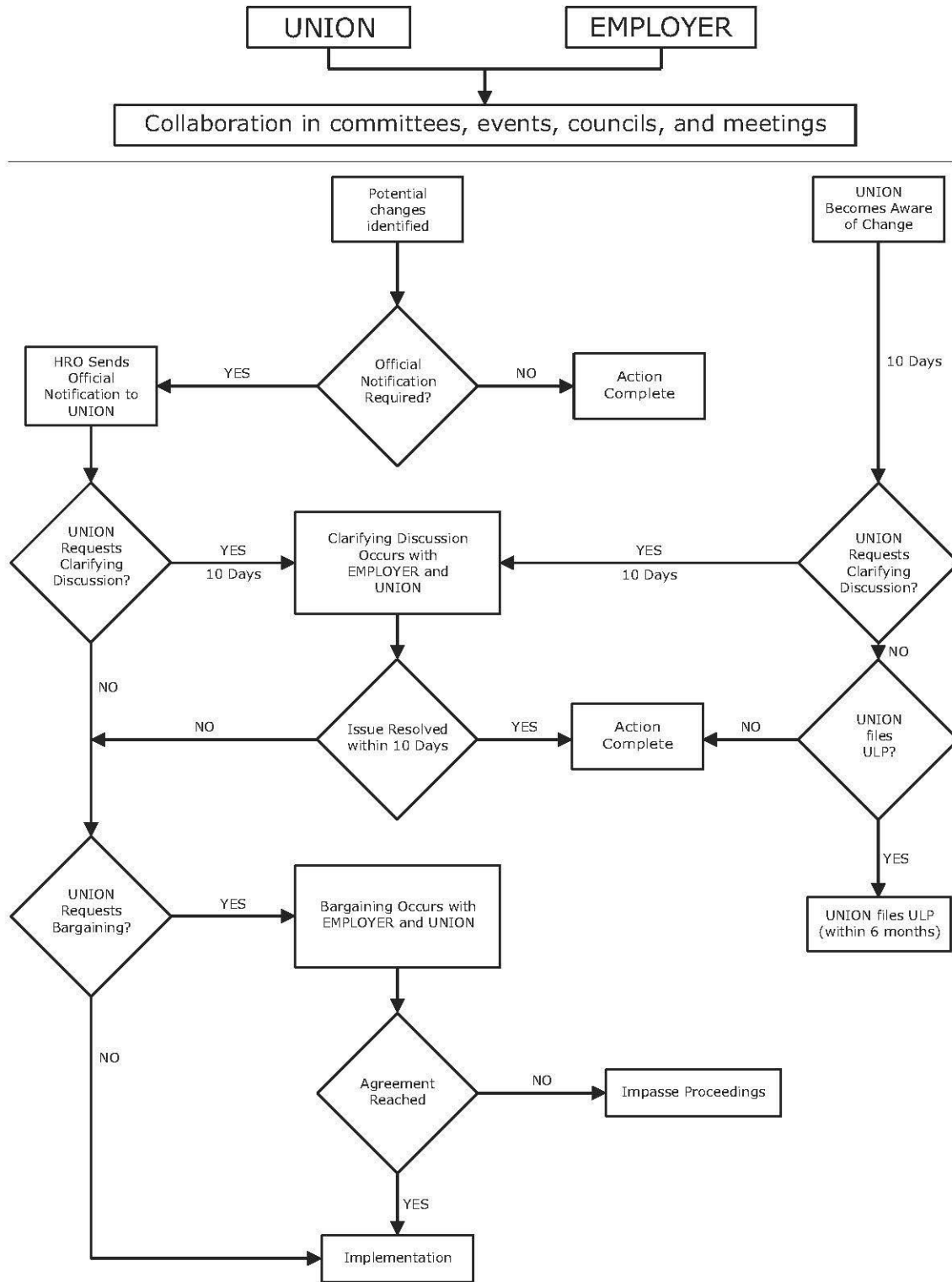


Figure 21-1

1 **2103. COMMITTEE/COUNCIL MEMBERSHIP.** The UNION shall have membership on
2 boards, committees, councils, etc. not covered elsewhere in this AGREEMENT as follows:

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

6 B. Employee Services Committee: three members per the employee's food services charter
7 to be nominated by the UNION; and

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

10 NOTE: The UNION may request membership on other boards, committees, councils, etc.

11 **2104. OFFICIAL NOTIFICATION.**

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

15 A. The EMPLOYER shall provide the UNION Official Notification promptly, but no later than
16 10 workdays prior to implementation. If the UNION requests bargaining, implementation time
17 frames may be affected. For example, changes may be the result of revised instructions or
18 processes, change of an existing work practice needed to support the mission, a reorganization
19 or move, or changes in technology.

20 B. When making Official Notification to the UNION, HRO shall send electronic notification
21 via e-mail to the Chief Representative and the UNION President. Official Notification –shall
22 include all available information about the **change that affects working conditions of**
23 **employees in the bargaining unit**, the proposed effective date of the change, a
24 management/HRO point of contact (POC) and telephone number for the UNION representative
25 if there are any questions. The subject line of the e-mail shall state "OFFICIAL
26 NOTIFICATION".

27 **2105. CLARIFYING DISCUSSION.** A Clarifying Discussion is face-to-face dialog that, unlike
28 negotiations, does not involve joint decision-making and the consultative process need not
29 necessarily result in agreement between the EMPLOYER and the UNION. The intent of a
30 Clarifying Discussion is to provide information for the UNION to make a knowledgeable and
31 timely decision regarding the impact to employees and determine whether to request
32 Bargaining. The UNION may seek a Clarifying Discussion and request an extension of decision
33 due date. If the subject impacts other bargaining units and if mutually agreed upon they may be
34 invited to participate in the Clarifying Discussion.

35 A. The Chief Representative or the UNION President may request a Clarifying Discussion
36 via email to the HRO representative who originally sent the notification (and the management
37 POC if applicable) within 10 working days of an Official Notification. The Employer will schedule
38 a meeting with the UNION Representative(s) within 10 working days of receipt of the UNION's
39 request. The Employer will give consideration to the UNION's concerns in implementing the
40 change.

1 B. In the event a notification is not sent to the UNION, the Chief Representative or the
2 UNION President may request a Clarifying Discussion via email to the appropriate HRO
3 representative within 10 working days of becoming aware of a condition connected with or
4 relevant to an action that has impacted or has the potential to impact represented employees.
5 The EMPLOYER will schedule a meeting with the UNION Representative(s) within 10 working
6 days of receipt of the UNION's request.

7 C. If the UNION does not respond within 10 working days of the Clarifying Discussion or
8 request an extension from the EMPLOYER the UNION will have waived its right to bargain.

9 NOTE: A Clarifying Discussion may be used outside of the Bargaining process, initiated by the
10 EMPLOYER, or the UNION.

11 **2106. BARGAINING/NEGOTIATIONS.** There are a variety of circumstances that may trigger
12 bargaining obligations such as, but not limited to negotiating new collective bargaining
13 agreements, negotiating procedures, appropriate arrangements for employees when
14 management exercises a reserved management right as defined in Section 7106 of the Act,
15 changes to conditions of employment, etc.

16 A. If the UNION elects to bargain the UNION shall respond via e-mail to the HRO
17 representative who originally sent the notification (and the management point of contact if
18 applicable) within 10 workdays from Official Notification or following the conclusion of a
19 Clarifying Discussion. The subject line of the e-mail shall state "REQUEST TO BARGAIN" and
20 include the names of the UNION's negotiators and normally will include written proposals. In
21 the event written proposals cannot be provided within the 10 workdays, the UNION shall
22 provide a statement of concerns and issues to be addressed. If the UNION does not respond
23 within 10 workdays or request an extension from the EMPLOYER the UNION will have waived
24 its right to bargain.

25 B. In the event that the UNION is informed of changes by means other than Official
26 Notification, the UNION may request Bargaining by promptly notifying HRO via e-mail. The
27 subject line of the e-mail shall include the words "BARGAINING" as appropriate. To request a
28 Clarifying Discussion the UNION shall promptly notify HRO via e-mail. The EMPLOYER shall
29 schedule the Clarifying Discussion within 10 workdays. If the EMPLOYER does not act within
30 10 workdays, the UNION may proceed directly to bargaining. After Clarifying Discussion, the
31 UNION may proceed to bargaining by providing notification to HRO via e-mail within 10
32 workdays.

33 C. GROUND RULES. The following ground rules are required to begin
34 bargaining/negotiations. If mutually agreed, additional ground rules may be negotiated.

- 35
- 36 • Name of Negotiators for both sides shall be shared prior to meeting and updated
as required.
 - 37 • Negotiations will be held in mutually agreeable locations at times and dates
38 agreeable to both parties and continue until an agreement or impasse has been
39 reached.
 - 40 • Either team may call for a caucus at which time the team who has not requested
41 the caucus will leave the room until called back by the other team. Caucuses
42 shall be no more than 15 minutes.

- 1 • There will be natural group breaks and necessary individual breaks during these
2 negotiations.
- 3 • Both sides shall exhibit professional and respectful behavior.
- 4 • There will be no secrecy concerns about the negotiations. All discussions
5 pertaining to negotiations shall not be restricted from discussion with others with
6 the understanding that the negotiations are open and subject to change until an
7 agreement is signed.
- 8 • Either side for any reason may table negotiations on any proposal. The tabled
9 issue shall be dealt with last.
- 10 • Counter-proposals shall be in writing at the request of the other party.
- 11 • At a minimum, two negotiators from each team must be present to continue
12 negotiations, unless the party agrees to proceed with only one member. Any one
13 of the negotiators has the authority to conduct negotiations.
- 14 • There shall be no side bar agreements.
- 15 • Minutes shall not be officially taken during negotiations. Notes taken during the
16 negotiations by either team are just that and have no future value as far as
17 binding either side.
- 18 • The negotiations are complete when both the UNION and the EMPLOYER have
19 signed the Memorandum of Agreement (MOA) or Memorandum Of Understanding
20 (MOU).

21 For matters appropriate for negotiation not already covered by the AGREEMENT, a MOA or
22 MOU shall be executed and signed by the UNION and the EMPLOYER. It is understood that
23 all MOAs/MOUs must be sent to DoD for approval. All MOAs/MOUs shall be reviewed for
24 closure or incorporation into the AGREEMENT at the next opening. Any MOA/MOU generated
25 as a result of negotiations shall be posted electronically with the AGREEMENT via the HRO.

26 **2107. IMPASSE PROCEEDINGS.** If agreement is not reached, either party may elect to
27 initiate impasse proceedings through the Federal Mediation and Conciliation Service (FMCS) to
28 the Federal Service Impasses Panel (FSIP) or follow established negotiability procedures of the
29 Federal Labor Relations Authority (FLRA).

30 The EMPLOYER shall not implement the change before the impasse is resolved, except where
31 there is a negotiability issue or as mandated by Sub Section 7101 (b) of the Act. Where there is
32 a negotiability dispute, the EMPLOYER understands the risk of implementation. Should either
33 party feel the need for immediate action, that party will request expedited handling by the other
34 party (and the FMCS and FSIP, if appropriate).

35 **2108. EXTENSION OF TIME LIMITS.** All time limits in this Article may be extended by mutual
36 agreement between the EMPLOYER and the UNION for valid reasons provided that a request
37 for extension is presented via the agreed upon Official Notification procedure.

38 **Article 22 - EMPLOYEE MOVES AND WORK SPACE CHANGES**

1 **2201. SCOPE.** The purpose of this article is to provide basic requirements for the movement of
2 Unit employees and to provide clean and functional work areas that enhance the professional
3 working environment. Movement of Unit employees and changes to work space
4 configurations/equipment may constitute a change in working conditions.

5 **2202. NOTIFICATION REQUIREMENTS.** The EMPLOYER shall notify the UNION at least 10
6 workdays prior to moving or modifying the work space of bargaining unit employees. Upon
7 official notification to the UNION, the EMPLOYER shall provide a scale drawing that shows the
8 footprint of the space to be occupied, and the layout shall show the location of furniture, file
9 cabinets, safes, computers, phones, office equipment, windows, and food service equipment (if
10 applicable).

11 Official Notification is **not** required when the move is:

12 A. to an established office space where the UNION and the EMPLOYER have agreed to
13 the basic facility's arrangement; or

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

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

19 **2203. PLANNING ORGANIZED MOVES**

20 It is beneficial to utilize committees to develop preliminary move plans. If such a committee is
21 formed it shall include representatives of the EMPLOYER, the UNION, and Facilities. Unit
22 employee volunteers from the affected work group may be included in the committee. The plan
23 should address the following for both permanent and/or temporary locations:
24 layout/arrangement of workspaces, furniture, computers and phones, plan for moving
25 employees, duration of employee relocation (if needed), need for temporary desk assignment,
26 and potential need for temporary desk sharing. Committee results shall be provided to the
27 UNION at the time of Official Notification.

28 **2204. BASIC PROVISIONS**

29 A. **WORK SPACE/FURNISHINGS.** The EMPLOYER will endeavor to provide each
30 employee with an individual workspace for a unit employee that is 63 square feet (usually 8' by
31 8' or 9' x 7') in size as a minimum unless previously approved. If meeting this requirement is
32 not feasible the EMPLOYER shall notify the union and give the union the opportunity to
33 negotiate in accordance with Article 2106. Employees will be provided all furnishing and
34 equipment necessary for their assigned duties and responsibilities. Employees shall be
35 provided a means for securing personal belongings. The EMPLOYER shall normally provide
36 an ergonomically designed workspace for the assigned job duties, while optimizing the
37 available work area. It is understood that temporary Waterfront Support Facilities directly
38 supporting a Project (for example: trouble desk, test house, work packaging, etc.) will not
39 always meet the requirements of this article.

40 B. **WORK AREA ASSIGNMENT.** The EMPLOYER reserves the right to assign personnel
41 to functional work responsibilities which may dictate that certain individuals be co-located or
42 assigned a specific location/workspace. After the EMPLOYER makes the initial assignments for

1 functional responsibility, individual workspace assignment shall be determined by the Seniority
2 Listing using the service computation date. Normally, individual workspace selections shall not
3 displace existing employees.

4 Instances may arise when the EMPLOYER may require employees to utilize a temporarily
5 unoccupied but previously assigned individual workspace For example, when an employee is
6 assigned to a TDY, trouble desk, a different location at the duty station, and/or extended leave,
7 the unoccupied individual workspace may be utilized by another employee.

8 Prior to sharing an individual assigned workspace, employees should be given the opportunity
9 and a secure means to store their personal belongings and may be required to clean and clear
10 their workspace.

11 For instances where work area upgrades are performed, the EMPLOYER may need to
12 temporarily relocate employees for the duration of the upgrade. A committee for planning
13 moves (see Art. 2203) should be used for planning the upgraded work area. The upgrade plan
14 shall be provided to the UNION at the time of Official Notification.

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

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

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

28 **F. HVAC.** During a move by IFPTE bargaining unit employees, the EMPLOYER shall
29 continue to maintain heating and ventilation system (may be natural ventilation) and air
30 conditioning, if applicable, throughout the affected work areas, common spaces, and restrooms,
31 and shall take proactive steps to correct any deficiencies with the building systems.

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

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

41 **G. RESTROOMS.** The EMPLOYER shall ensure that restrooms are adequate in number to
42 accommodate the number of employees assigned to the building/area per applicable laws,

1 rules and regulations. All restrooms shall be clean and in good conditions and have hand
2 washing facilities, paper towel dispensers, soap dispensers, and trash receptacles.

3 H. **LIGHTING.** The EMPLOYER shall provide adequate lighting. The EMPLOYER
4 recognizes there may be some workstations that will require additional lighting. If areas of
5 inadequate lighting are identified the employee should notify their supervisor to resolve the
6 lighting issue.

7 I. **WALK THROUGH.** The EMPLOYER and the UNION shall perform a joint walk-through
8 inspection of all subject areas addressed in the move. The joint walk-through inspection shall
9 be performed within 30 days following the relocation of employees to ensure that concerns
10 have been addressed and corrective action taken or requested.

11 **2205. NEW CONSTRUCTION/MAJOR RECONSTRUCTION.** When the EMPLOYER is
12 informed of the approval for new construction and/ or major reconstruction of office or
13 waterfront buildings that will be occupied by Unit employees, the EMPLOYER shall provide the
14 UNION the proposal, and the opportunity to offer information and suggestions to the
15 EMPLOYER.

16 If more information on a project of special interest is desired, the UNION may request a
17 Clarifying Discussion.

18

19 **ARTICLE 23 - CHILD AND DEPENDENT CARE**

20 **2301. INTRODUCTION.** The EMPLOYER agrees to reasonably accommodate the child-care
21 and dependent-care needs of employees in accordance with applicable laws, rules, regulations,
22 and pertinent sections of this AGREEMENT (e.g. leave, hours of work, overtime, part-time
23 employment, etc.).

24 **2302. OTHER CONSIDERATIONS.**

25 A. The EMPLOYER shall establish a packet that provides procedures and policies
26 beneficial to expecting employees or their families.

27 B. The EMPLOYER agrees to maintain expressing areas for nursing women in accordance
28 with PSNS&IMFINST 12551.2.

29

30 **Article 24 - PUBLICITY**

31 **2401. UNION INTRANET PAGE.** The EMPLOYER agrees to provide an "IFPTE LOCAL 12"
32 home page on the intranet. The page will include an official UNION Representative list with
33 points of contact information, ULP notices that require posting, and links to the current
34 Collective Bargaining Agreement, the IFPTE Local 12 website, and forms necessary to execute
35 this AGREEMENT (UNION Dues Allotment Form).

36 **2402. NEWS ITEMS.** The EMPLOYER shall publish in the Salute or post in "News You Can
37 Use" on a space available basis, approved notices or other appropriate news items of general
38 interest.

39

1 **Article 25 - PARKING**

2 **2501. PARKING AGREEMENT.** The Naval Base Kitsap Parking Instruction shall govern
3 PSNS & IMF parking. When the EMPLOYER receives notification of any intended change to
4 that instruction, the UNION shall be notified and given an opportunity to invoke any bargaining
5 rights that may exist prior to implementing any such change. Any alleged violation of the
6 employee's rights under that policy may be pursued through the Negotiated Grievance
7 Procedure.

8 **Article 26 - DURATION AND CHANGES**

9 **2601. DURATION.** This AGREEMENT shall remain in full force and effect for a period of two
10 years from the date of its approval by the Department of Defense Field Advisory Services. This
11 AGREEMENT may be extended by mutual agreement of the parties. The parties shall meet
12 approximately sixty days prior to the expiration date of this AGREEMENT to discuss extension
13 of the AGREEMENT. At that time, if either party desires to commence negotiations on a new
14 agreement, they shall request to do so. This AGREEMENT shall remain valid so long as the
15 UNION is entitled to exclusive recognition under the Act.

16 **2602. OTHER OPENING.** This AGREEMENT may be opened for amendment of existing
17 articles by mutual consent of the parties at any time after it has been approved/validated. Any
18 requests for amendment shall be in writing to HRO/UNION, and include a brief summary of the
19 requested amendment. The responding party will meet with the requestor within 10 workdays
20 to discuss the amendment, and at this meeting shall make the decision whether or not to begin
21 negotiations.

22 **2603. EFFECTIVE DATE OF CHANGES.** All provisions of this original AGREEMENT not
23 currently in effect shall become effective within thirty calendar days from the approval date of
24 this AGREEMENT. A copy of the AGREEMENT and any changes incorporated under Section
25 2602, and any properly executed Memorandums of Agreement (MOA) shall be posted on the
26 Shipyard Intranet.

27

1 **APPENDIX A - SUPPLEMENTAL AGREEMENTS**

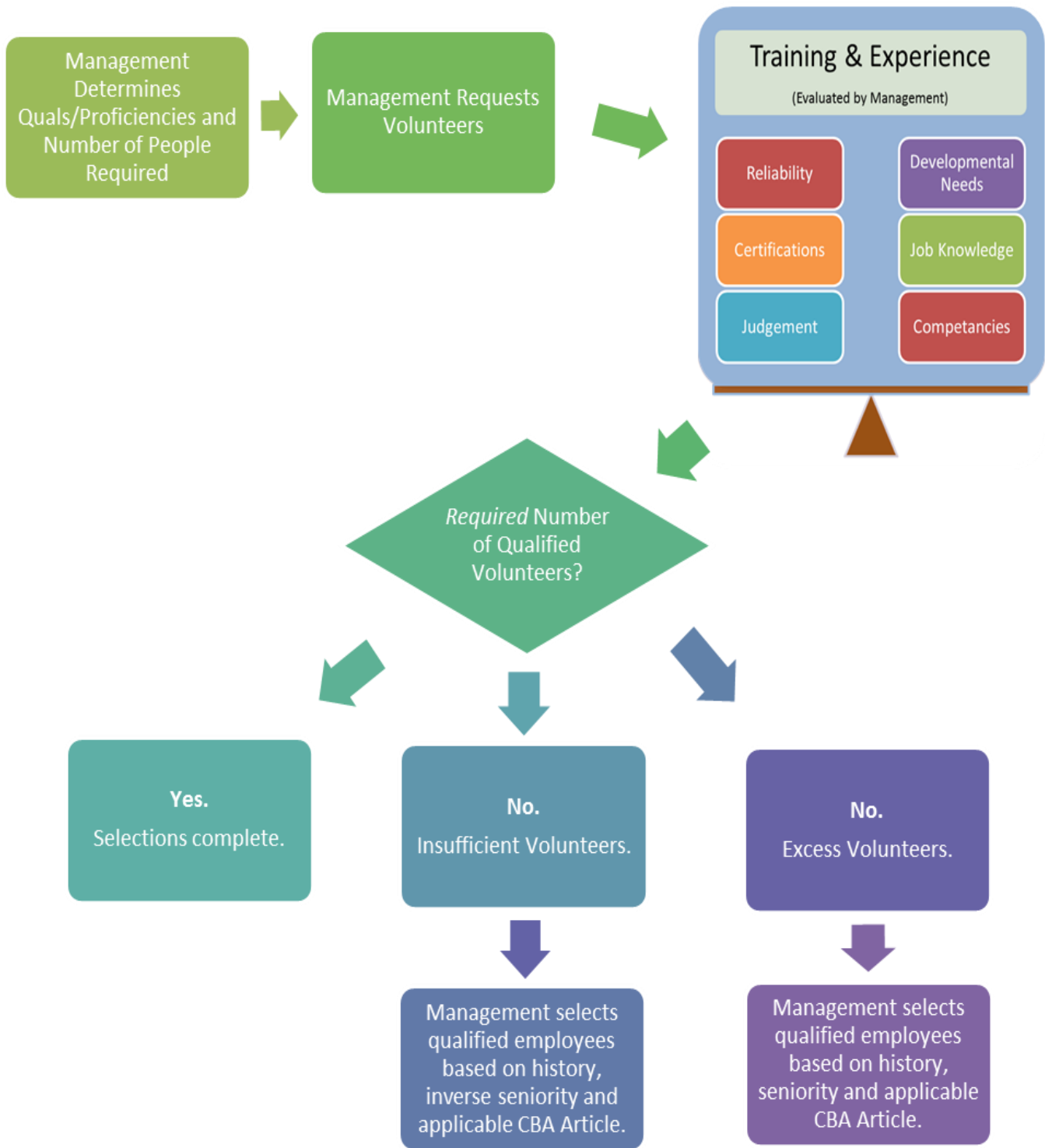
2 The PARTIES agree that the supplemental agreements listed below shall continue after the
3 effective date of this AGREEMENT. The PARTIES agree that all other supplemental
4 agreements between the PARTIES executed prior to the effective date of this AGREEMENT
5 are terminated and may be reactivated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

DATE SUBJECT

1	06/27/94	Policy on Assignment of Dosimetry Branch Overtime
2	07/25/01	Global MOU Concerning Shipyard FLSA
3	07/26/18	The Joint Travel Regulations (JTR) Uniforms Service Members and DOD Employees
4	10/02/18	Department of Defense Performance Management Appraisal Program (DPMAP)
5	03/15/19	Workspace Reconfiguration in Building 2200 and 2202, Naval Station Everett
6	05/16/19	Workspace Reconfiguration in Trailer 16, Code 2304 PSNS&IMF Detachment Yokosuka, Japan

6

1 APPENDIX B – GUIDANCE FOR ASSIGNMENT



2
3

1 **APPENDIX C – DEFINITIONS:**

2 **Agency:** The Department of Defense (DoD)

3

4 **Command:** In this case, PSNS & IMF, to include employees, EMPLOYER, and associated
5 detachments.

6

7 **Bargaining Unit Employee (BUE) or Unit Employee:** A member of the professional or
8 technical bargaining units (3327 and 3334) in the engineering and related sciences, as well as
9 in direct support of the engineering and science functions of PSNS & IMF.
10 A BUE may elect to be a “Dues Paying Member” (See Article 4).

11

12 **Bargaining Unit:** Bargaining Unit Employees (BUEs) represented by IFPTE Local 12 in
13 collective bargaining and other dealings with management.

14

15 **Changes in Working Conditions:** Changes to conditions of employment of Bargaining Unit
16 Employees. Examples may include revised instructions or processes, change of an existing
17 work practice, employee moves, or changes in technology.

18

19 **Employer:** A legal entity (PSNS & IMF) that manages and directs a worker (including
20 bargaining unit members) under an express or implied contract of employment. (See
21 AGENCY).

22

23 **Ergonomic:** Relating to or designed for efficiency and comfort in the working environment.

24

25 **Memorandum of Agreement (MOA):** A legal document containing the details of a negotiated
26 agreement between the EMPLOYER and the UNION.

27

28 **Memorandum of Understanding (MOU):** A legal document which can be used
29 interchangeably with Memorandum of Agreement (MOA), see definition of MOA.

30

31 **Qualifications:** Often in cases of determining assignments to travel, overtime, backshift, etc.,
32 includes but is not limited to, training, experience, developmental needs, job knowledge,
33 certification(s), competencies, and individual characteristics such as judgment and reliability, as
34 determined by the EMPLOYER.

35

36 **Seniority:** Will be determined using the Service Computation Date (SCD) in the PSNS & IMF
37 Seniority Listing located on the Command’s SharePoint site.

38

39 **Work Area:** A work unit defined by a collection of individual workspaces; such as a branch or
40 division.

41

42 **Workspace:** An area utilized for accomplishing standard work. Typically consisting of a desk,
43 chair, computer, and storage space.

In witness whereof the parties hereto have executed this written Agreement on this the 16 day of September, in the year 2019.

FOR THE UNION
MARY BACON
President and Chief Negotiator
International Federation of
Professional and Technical
Engineers Local #12

Diedre Chance
Negotiator

Gregory Gililland
Negotiator

FOR THE EMPLOYER
D. WOLFSON
Captain, U. S. Navy
Shipyard Commander

INHO KIM
Chief Negotiator

David Sweet
Negotiator

Don Iosty
Negotiator