

NEGOTIATED AGREEMENT

NORFOLK
NAVAL
SHIPYARD



AND
INTERNATIONAL FEDERATION OF
PROFESSIONAL AND
TECHNICAL ENGINEERS
LOCAL No 1



(RADIOLOGICAL CONTROL
TECHNICIANS)

AFL-CIO & CLC

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This publication has been reviewed for conformance with the policies stated in SECNAVINST 5600.16A of 24 January 1979 and NAVSHIPYDNORINST 5600.1D of 15 March 1982.

REVIEWED AND APPROVED 4
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Date _____

NEGOTIATED AGREEMENT

BETWEEN

NORFOLK NAVAL SHIPYARD

AND

INTERNATIONAL FEDERATION OF PROFESSIONAL AND
TECHNICAL ENGINEERS, LOCAL 1

(RADIOLOGICAL CONTROL TECHNICIANS)

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PREAMBLE

The following articles constitute an agreement by and between the International Federation of Professional and Technical Engineers, Local 1 (RCT), AFL/CIO hereinafter referred to as the Union, and the Norfolk Naval Shipyard, Portsmouth, Virginia, hereinafter referred to as the Employer.

It is the intent of the parties to this agreement that its provisions be interpreted consistent with the provisions of Title VII, P.L. 95-454, which will contribute to an effective and efficient work force and work environment for the Shipyard employees (i.e., an effective and efficient government).

ARTICLE 1

RECOGNITION AND UNIT DESCRIPTION

Section 1. The Employer hereby recognizes that the Union is the exclusive representative of all employees in the unit as defined in section 2 below. The Union is entitled to act for, and negotiate on behalf of all employees in the unit and is responsible for representing the interest of all employees in the unit with respect to grievances, personnel policies, practices, and other conditions of employment without discrimination and without regard to union membership.

Section 2. This Agreement is applicable only to employees in the following unit:

All general schedule Physical Science Technicians employed by Norfolk Naval Shipyard in the Radiological Monitoring Division (Code 105.3), Radiological Control Office, but excluding all management officials, supervisors, professional employees and employees described in 5 U.S.C. 7112 (1D) (2), (3), (4), (6) and (7) .

ARTICLE 2

PROVISIONS OF LAWS AND REGULATIONS

Section I. It is agreed and understood that in the administration of all matters covered by this Agreement, officials and employees are governed:

- a. by existing or future laws, executive orders, and statutes, and by government-wide rules and regulations of appropriate authorities;
- b. by published Department of Defense and Navy Department regulations in existence at the time the Agreement was approved;
- c. by applicable regulations of appropriate authorities, such as the Federal Labor Relations Authority; and
- d. by subsequently published agency policies and regulations required by law.

The provisions of this section will apply to all supplemental, implementing, subsidiary, or informal agreements between the parties.

ARTICLE 3

RIGHTS OF UNION

Section 1. The Union has the right and responsibility to:

- a. represent the interests of all employees in the unit;
- b. present its views to management on matters of concern, either orally or in writing;
- c. meet and confer with management during the development of and prior to the implementation of civilian personnel matters and practices which affect unit employees and are within the authority or discretion of management; and
- d. enter into collective negotiations with the object teaching an agreement applicable to all unit employees.

Section 2. The Union will be allowed official time to discuss with newly hired unit employees, subjects which are mutually beneficial to the Union and the Employer. Provisions for such time will be coordinated with Code 105.3.

Section 3.a. The Employer agrees to provide the Union with one bulletin board in each work area. These bulletin boards will be for the sole use of the Union and will be placed in a space mutually agreeable to the Union and the Employer. Bulletin boards shall be 3' X 5' glass enclosed with a lock in areas not controlled by Code 105.3. Bulletin boards may be non-locking cork bulletin boards, in spaces controlled by Code 105.3. All material shall indicate it was issued by the Union and shall not be posted or displayed elsewhere without prior approval from the manager responsible for the area.

b. The Union acknowledges that any material to be posted or distributed by the Union will not violate any law, the security of the Shipyard, or any provisions of this Agreement, and must not contain scurrilous, libelous, or slanderous material; and further, that violation of standards concerning content and distribution of literature will be grounds for revocation of this privilege.

c. The Union shall maintain the bulletin boards in good order and shall be responsible for posting the material thereon outside the normal working hours of those union officials who post material on the boards.

Section 4.

a. The Union is responsible for representing the interest of all employees in the unit it represents without discrimination and without regard to labor organization membership;

b. The Union shall be given the opportunity to be represented at--

(1) any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment; or

(2) any examination of an employee in the unit by a representative of the agency in connection with an investigation if--

(A) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(B) the employee requests representation.

ARTICLE 4

RIGHTS OF EMPLOYER

Section 1.a. Nothing in this Agreement shall affect the authority of any management official of the Shipyard:

(1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

(2) in accordance with applicable laws--

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

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

(C) with respect to filling positions, to make selections for appointments from--

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source; and

(D) to take whatever actions may be necessary to carry out the agency mission during emergencies.

b. Nothing in the agreement shall preclude the Shipyard and Union from utilizing Interest Based Bargaining techniques and negotiating--

(1) as directed by Executive Order 12871, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work. Day-to-day operations are not intended to be the subject of these negotiations. It is intended that changes in general conditions of employment, and significant changes in staffing patterns or technological methods and means of performing work affecting bargaining unit employees be the subjects of negotiations;

(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

c. For this purpose, the Union and Code 105.3 management will establish a Partnership Committee. This Committee may include such members and establish such procedures as the Committee deems appropriate. The parties will enter into information sharing and/or consultations when management determines a need for change regarding the intended subjects, or at the request of the Union. It is not intended that the partnership process described in this subsection replace normal day-to-day discussions between representatives of the parties, such as Union representatives and supervisors, during which problems are ordinarily solved at the lowest possible level. The parties will utilize the following procedures in information sharing/consultations:

(1) It is agreed that the Union will be notified as early as possible in the planning stage for such changes, in order to allow meaningful discussion between the Union and cognizant management officials.

(2) The Area Vice President will be notified by the appropriate level of management, usually the person in the Shipyard who is responsible for initiating the process of change for the matter involved, or the Head of Employee Relations Division. Should this be Union initiated, the Area Vice President will contact the Division Head (Code 105.3) to initiate the information sharing/consultation.

ARTICLE 5
RIGHTS OF EMPLOYEES

(3) The parties shall meet as soon as practicable after the initial contact has been made to discuss the issue/interest. In this regard, the initiating party will provide the other party with any available background information on the subject prior to the meeting. The parties acknowledge that there may be emergent situations that call for immediate action. Depending upon the urgency of the situation, the parties will attempt to resolve each other's identified interests in a timely manner. In no case, will either party deliberately delay the process. These meetings shall have priority over normal business between the parties.

(4) Through information sharing, briefings or training, the Employer will provide to the representatives designated by the Union such information as is necessary for full and complete discussion of the subjects and issues involved. The Union will designate the members to serve as its representatives in these consultations.

(5) All agreements reached between the parties will be developed/captured in writing and have joint rationale written as to the intent of said agreement.

(6) The parties will jointly publicize agreements reached under this article.

(7) In the event the parties are unable to resolve Interest Based Bargaining issues, either party may submit the matter to the Federal Services Impasses Panel.

Section 2. Management and the Union shall apply all provisions of this Agreement fairly and equitably to all employees in the unit.

Section 3. The provisions of section 1 of this article shall apply to all supplemental, implementing, subsidiary, or informal agreements between the parties.

Section I. It is agreed that each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal. Each employee shall be protected in exercise of such right, which includes the right to act for the labor organization in the capacity of a representative and the right in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and to engage in collective bargaining with respect to conditions of employment through their chosen representatives.

Section 2. It is agreed and understood that:

a. employees shall be granted the right to Union representation only in accordance with the express provisions of this Agreement;

b. employees shall be advised that they are entitled to Union representation before a discussion is held in a situation for which the Agreement specifies representation; and/or

c. any unit employee may elect to decline Union representation in any situation for which the Agreement specifies representation; and when he does so, he shall have no personal representation or observer. However, the Union retains the right to have an observer present. In addition, the employee retains the right to change his mind at any time and request Union representation or observer.

Section 3. Employees shall not suffer loss of benefits provided by this Agreement while assigned to work at another activity to the extent that the Employer retains administrative control and discretion over the benefit in question. It is agreed and understood, however, that employees will conform to the rules and regulations, including hours of work, in effect at the temporary duty activity.

ARTICLE 6

MATTERS APPROPRIATE FOR DISCUSSION AND NEGOTIATION

Section 1.

a. It is agreed and understood that matters for discussion or negotiation between the Union and the Employer cover unit members only. Appropriate matters include conditions of employment, which means personnel policies, practices, and matters whether established by rule, regulation, or otherwise, affecting working conditions.

b. The Employer agrees that before issuing a new or revised Shipyard directive (i.e., notice or instruction) containing negotiable provisions, a draft of the directive will be provided to the Union for review and comment. The Union will initiate one of the following actions within ten (10) work days of receipt; either

(1) submit written comments which will be considered by the Employer before the final directive is issued;

(2) request a meeting to discuss the provisions of the draft directive; or

(3) request the Shipyard negotiate on the negotiable provisions of the draft directive.

c. When the Union requests that the Shipyard negotiate on a matter under b. (3) above, the Union will be granted official time in accordance with the statute.

d. When the Union requests a meeting for the purpose of discussion between the Employer and the Union, such discussions will be exempt from the official time arrangements provided in paragraph c above.

e. "Negotiate" as used in this Agreement means Interest Based Bargaining techniques as defined in Appendix C.

f. The words "consult or discuss" as used in this Agreement shall mean that the Employer will provide the reasons why a certain course of action is considered necessary and the alternatives available, if any. The Union will be afforded the opportunity to comment or make commendations on these courses of action or alternatives they may wish to put forth.

ARTICLE 7

UNION REPRESENTATION

Section 1. The Employer will recognize the Union Officers, Conference Committee Members, Representatives, and International Representatives designated by the Union to represent the Union in dealing with the Employer concerning provisions of this Agreement. The Union will keep the Employer advised in writing of the names of the aforementioned persons.

a. The point of contact for all unit matters will be the Area Vice President unless specifically designated otherwise by the Area Vice President. All correspondence regarding unit matters will be addressed to the Area Vice President. There shall be an Executive Committee composed of five members, including the Area Vice President. The Executive Committee's duties include, but are not limited to: consultations with senior level managers, mid-term negotiations, investigation of and presentation of Union grievances/concerns, policing the use of official time by Union representatives, and other appropriate business under the terms of this Agreement.

b. The Employer agrees to furnish the Union with suitable office space in a mutually agreed upon location. The Employer agrees to furnish office equipment equivalent to that historically provided.

c. The Union shall supply in writing and maintain with the Employer (Codes 1110 and 1116) on a current basis the names of the Executive Committee and all Union officers.

Section 2.a. The Employer recognizes the Union's need for representatives authorized to act on behalf of the Union. Representation will be provided on the basis of one (1) representative per Branch in Code 105.3, not to exceed a total of five (5) representatives. This number will not include the members of the Executive Committee.

b. It is the responsibility of the Union to appoint, direct, assign, retain, replace, suspend, or dismiss the Executive Committee, Representatives, and any Representative of the Union in such functions which fall within the scope of authorized activities of the Union as the Exclusive Representative of the unit. In this regard, the Union will provide Code 1116, Division Heads, Director

f Radiological Controls, and the Shipyard Commander a current list of names of all Union representatives and the areas where such representatives are authorized to act on behalf of the Union. The Union will assign each representative wherein he or she will be authorized to carry out representational activities within an organizational component or geographic area. As an exception to the above, the Union may assign a representative to represent employees on a project or on the back shifts. The Union will further assure that representatives will not perform representational activities in any area, project, or organizational component other than that to which appointed and assigned.

Section 3. The parties jointly agree to a goal of reducing costs and resolving conflicts in the work place at their lowest level. It is recognized that meeting such a goal will require a good faith effort on both parties. Toward this goal, the parties jointly agree to establish a budgeted "Bank" of hours for use by the Union so as to provide for adequate representation of the bargaining unit.

a. Union Representatives, including recognized and identified officers and Executive Committee members shall be allowed official time for conducting labor-management business in an amount not to exceed 1500 hours per year, excluding hours spent in negotiations. This official time shall be placed in a "bank" which the Union's representatives' time will be charged against for conducting appropriate labor-management business. The parties also agree that, if necessary, a separate amount of official time may be negotiated to cover unusual unforeseen circumstances which require the involvement of the Union, and which are not in the course of normal Employer/Union business, as anticipated by the bank of hours.

h. The aforementioned figures shall be computed on an annual basis beginning each fiscal year (October 1) for the life of this Agreement and any extensions thereof. The parties agree that the Union will be allocated half of these hours each six months (twice per fiscal year - at the beginning of the year and midterm) in a lump sum. There shall be no carryover of time from year-to-year, and the number of hours in the bank will be reviewed at the beginning of each fiscal year to determine if adjustments need to be made. If either party feels adjustments are

required, this will be accomplished through negotiation. The Union agrees to jointly manage the use of this official time to ensure that the total authorized time is not exhausted. The Employer agrees to furnish the Union a computer read out of all official time charged against the "bank" once a month, listing each individual union representative and dates of usage. Further, the listing will indicate the total percent of usage to budget to date. In the event all allocated funds have been exhausted by the Union, representatives may not charge any additional hours against the Union's "bank" of hours. In that event, the officers, Executive Committee members, and representatives agree to request annual leave or leave without pay for conducting labor-management business that was chargeable against the "bank." The Union agrees not to abuse the use of official time. The bank of hours shall be established beginning in Fiscal Year 1998; until that time the parties agree to continue their current practices with respect to the use of official time for representational purposes.

c. For the purposes of this Agreement, "Official Time" is defined as: all activities when union representatives are engaged in authorized Employer/Union business, including Union sponsored training of mutual interest to the Union and the Employer. The Head of Employee Relations will be advised as to the nature, time, dates, and representatives who will attend the training.

d. Union representatives, when desiring to stop work to transact labor-management business, shall first obtain approval from the immediate supervisor. Unless the supervisor determines that the representative is assigned to an urgent job or one that if interrupted would adversely affect the schedule, the representative is permitted to leave his/her job to take care of the labor-management business. If he/she desires to contact another employee before leaving his/her job, he/she will make arrangements with the supervisor of the employee to determine if the employee will be available. If the requirements of the job are such that the representative cannot be excused at the time requested, he/she shall be retained in a work status. However, the supervisor will arrange for a mutually acceptable time for the representative to accomplish the Labor-Management business. If the employee to be visited cannot be excused due to work requirements, the supervisors of the representative and employee will arrange for a

mutually acceptable time (within one workday under normal circumstances).

e. It is agreed that union representatives will obtain permission to leave a work area by use of a form mutually acceptable to the Union and the Employer, which will include information on the location, nature of business to be transacted, date and time. Labor distribution entries required by the Employer's job order procedures will be entered by the supervisor/manager. Upon completion of the representative's business the completed form will be returned to the supervisor/manager with a copy sent to the Union. The form to be used will be Appendix A.

f. Permission to leave his/her job will be obtained from his/her immediate supervisor if available. If the immediate supervisor is not available, the next level of management will be contacted and permission will be obtained prior to departure.

g. Code 1116 may contact the Area Vice President in cases where there are reasons to believe there is abuse of official time by a representative of the Union and will provide the name and reasons abuse is suspected. The Area Vice President will investigate the circumstances and make a written report of his or her findings along with whatever action is deemed appropriate to correct the situation to Code 1116 and the IFPTE International. If the Employer does not agree with the report of the corrective action, the Area Vice President will request the IFPTE International to send a representative to meet and resolve the matter. A copy of the written request will be provided to Code 1116. Failure to resolve the matter at this level would entitle the Employer to invoke arbitration procedures.

Section 4.a. It is agreed and understood that when a union representative is detailed or temporarily promoted to a supervisory position, said employee will not function as a representative nor will he/she be recognized as such for the duration of the detail or temporary promotion. The Union will be notified of all such details and temporary promotions.

b. The Employer agrees that no union representative will be denied any right, privilege, or normal person to person communications at the work place (provided there is no interference with production) solely because of his/her recognized and authorized Union activities and

responsibilities in accordance with the provisions of this agreement or contrary to the meaning of the provisions of the Federal Labor-Management Relations Statute, 5 U.S.C. 71. However, misconduct as an employee may subject an employee, who also is a union representative, to discipline or adverse action.

Section 5.a. The Employer agrees that Union officers/employees not employees of the shipyard, and IFPTE International Representatives will be permitted access to the shipyard subject to normal internal security requirements per the Shipyard's Physical Security Manual.

b. IFPTE International Representatives and Union Officers not employees of the shipyard will only deal with levels of management at the Division Head and above.

Section 6.a. The Employer agrees that the Union will be given the opportunity to be represented at formal discussions and take part in these discussions when held between the Employer and employees concerning personnel policies, practices or general conditions of employment.

b. These provisions do not preclude supervisors from dealing with individual employees on matters affecting them as individuals.

c. Informal person-to-person discussions between supervisors and employees are necessary and common-place occurrence at the work place and will be utilized fully in efforts to maintain productivity. To this end, employees may bring matters of personal concern to the attention of appropriate supervisors.

d. There is no need for employee representation during discussions held under b and c above. However, such discussions will not replace nor substitute for discussions with Union representatives when such discussions fall within the scope of this Agreement.

e. The parties agree to utilize joint training, where appropriate, on the provisions of the Agreement.

Section 7.a. The Area Vice President will normally be retained on the day or first shift during their term of office. Reassignments to other than the day shift may be made when consistent with the Employer's work and skill requirements. The Employer agrees to notify the Area Vice President as far in advance as is possible, under the circumstances, prior to any necessary shift change.

b. The Employer agrees upon request of the Union to consider the work area/work shift reassignment of personnel to accommodate assignments of representatives as defined in Section 2 of this Article. However, such reassignments must be consistent with the workload and meet the needs of the Employer. Representatives who must be changed from one shift to another must be given the same required notice for shift change as other employees.

ARTICLE 8

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Union and the Employer recognize that discrimination because of age, race, color, sex, religion, national origin, or handicap (physical and mental) will not be tolerated at the Norfolk Naval Shipyard. Both parties recognize the desirability of open channels of communication between unit employees and management on EEO matters and shall encourage and require the pursuit of this objective.

Section 2. An employee in the unit who feels he/she has been discriminated against has the right to discuss his/her complaint with an Equal Employment Opportunity Counselor and may file a formal EEO complaint in accordance with existing regulations. In addition, the employee will be advised that he/she may choose to have a personal representative from the Union when filing a formal complaint and/or when discussing the complaint with the counselor. The counselor will, as he/she finds it necessary, meet with the complainant in relative privacy near the employee's work site.

Section 3. Unit employee witnesses who are called upon to testify at the hearing concerning complaints of discrimination shall be free from restraint, interference, coercion, discrimination, or reprisal in presenting their testimony. It is understood that such employees are fulfilling their obligation in providing such testimony, and neither the Union nor the Employer will initiate reprisal against an employee for testifying. However, employees who knowingly make false or slanderous statements during their testimony may be subject to disciplinary action.

Section 4. The Employer agrees that a Union representative designated in writing by a Shipyard employee to serve as his personal representative in a formal discrimination complaint procedure will be allowed time on the clock to so serve within the limits permitted by applicable law and regulation.

Section 5. The Employer shall furnish the Union with a copy of the Shipyard's annual progress report on the EEO program.

Section 6. The Employer shall furnish the Area Vice President with a copy of the Shipyard's Affirmative Action Plan.

Section 7. The Union recognizes its obligation to fully support the Shipyard's policy and program of fully integrating its work force. In this regard, the Union agrees to support and participate in the Shipyard's program to further the opportunities, development, and use of both women and minority group members. The Union further recognizes the need for and will encourage unit employees to serve as members of the EEO Advisory Committees when appointed.

Section 8. The Union recognizes its responsibility to recommend action or take action within its scope to remove conditions that lead to discrimination or the appearance of discrimination. Additionally, the Union accepts its responsibility to further by word and deed the objective of equal opportunity for all persons.

ARTICLE 9

MERIT PROMOTION PROGRAM

Section The Employer agrees to fill vacancies or make promotions of unit employees in accordance with this Agreement where applicable and the Shipyard's Merit Promotion Program under the Human Resources Service Center-East (HRSC) Operating Manual and the parties' Memorandum of

Agreement on Regionalization of Human Resources Functions dated 4 November 1997.

Section 2. The Employer agrees to negotiate with the Union on contemplated negotiable changes to the Merit Promotion Program prior to effecting such changes. Negotiation will be in accordance with P.L. 95-454.

Section 3. It is agreed and understood that grievances arising under the Merit Promotion Program will be submitted for resolution under the section of the negotiated grievance procedure in this Agreement.

Section 4.a. No employee may be temporarily promoted or detailed to higher level positions in excess of 120 calendar days in a 12-month period dating from the first day of the first temporary promotion or detail unless he was selected from a properly issued and completed promotion certificate.

b. A unit employee temporarily assigned to a supervisory position where a need of 31 days or more exists will be temporarily promoted.

c. Any unit employee temporarily assigned to a higher paying job in the unit shall be temporarily promoted where a need of 31 days or more exists.

Section 5. An employee who has been denied promotion consideration through error shall be given priority consideration for the next appropriate vacancy.

Section 6. All job announcements concerning positions in the unit will be posted on Shipyard bulletin boards. The Union will be provided with 16 copies of such announcements. Such announcements will be open for receipt of applications for a minimum of 12 working days.

ARTICLE 10

PERSONNEL MOVEMENTS IN REDUCTION IN FORCE AND REHIRING

Section 1. The Employer agrees to enter into discussions with the Union prior to conducting a Reduction in Force. These discussions are part of "RIF pre-planning."

The Union will be included in the "pre-planning" of any RIF that would affect bargaining unit employees. The Employer will consider the views of the Union and any suggestions the Union might have in regard to methods or ways to reduce the scope or impact of the need to carry out a Reduction in Force. In this regard, the Employer will enter into information sharing with the Union not prohibited by law and in the spirit of Executive Order 12871.

Section 2. The Employer will provide an "Outplacement Center" for employees affected by a Reduction in Force. The Union will assist the Employer in joint employee counseling and job search programs. The Union will provide for a sufficient number of union representatives at the Outplacement Center for joint employee counseling. The Union will work with the Employer in scheduling appointments of employees for the initial RIF counseling. The Union will make information available on any known job openings through local union hiring halls, etc.

Section 3. The sole and exclusive appeals procedure for use by bargaining unit employees in Reduction in Force actions will be to the United States Merit Systems Protection Board.

Section 4. All Reductions in Force will be carried out in compliance with applicable laws, regulations, and this negotiated agreement. The Employer agrees that reemployment priority lists, repromotion eligibles, etc., will be strictly in accordance with controlling regulations so as to protect the rights of adversely affected employees.

Section 5.a. In the event of a Reduction in Force, the Employer will provide the Union with three retention registers and access to information necessary for the Union to carry out its duties as the exclusive representative of bargaining unit employees. Upon release of RIF information to the Union, the Employer will include a Privacy Act summary to the Union as a reminder of the importance of safeguarding this sensitive information. It is agreed that employees should receive official notification from the Employer before any information is given out by the Union. Unauthorized disclosure of this sensitive information should

be reported to the Area Vice President of the Union or the Employer, as appropriate.

b. In the RIF pre-planning process, the Employer will share information with the Union. The parties agree that such confidential, business-sensitive information should be safeguarded against unauthorized, public disclosure. There will be no unauthorized copying of RIF information provided by the Employer.

Section 6. The competitive area for reduction in force purposes is the Norfolk Naval Shipyard.

ARTICLE 11

TRAINING PROGRAM

Section 1. Consistent with the variables of workload, manpower allowances, and labor supply, the Employer will seek to maintain an appropriate balance of trainees in relation to the number of Radiological Control Technicians within the unit. The Union will fully support and cooperate with the operation of the training program.

Section 2. The Employer and the Union mutually agree to exert a continuing effort to strengthen and improve the RCT training program. The Employer will discuss with Union officials appropriate suggestions and recommendations presented by the Union relative to the RCT training program.

Section 3. On-the-job training will comply with approved training plans and expose the RCT trainee to a variety of assignments of increasing complexity and responsibility, as permitted by NAVSEA "qualification" requirements consistent with mission and existing and projected workload requirements. The RCT training plan will be made available to the Union for review upon request.

Section 4. The Employer agrees that the ACT training program will be administered in accordance with Shipyard instructions and other related official documents.

Section 5. Upon satisfactory completion of scheduled academic and on-the-job training, RCT trainees shall be issued a certificate indicating successful completion of their RCT training. In addition thereto, ACT trainees shall be promoted to the RCT level rating, consistent with appropriate regulations and the exercise of statutory management rights.

Section 6. Study and/or problem solving assignments during the academic phases of the RCT training will be consistent with usual academic requirements for normal students taking college courses and will be that which the instructors determine can be accomplished during assigned study periods. It is agreed that those individuals unable to complete assignments during study time allowed on the clock shall be expected to complete the assignments on their own time in order to maintain satisfactory performance.

Section 7. It is agreed and understood that the Employer, in addition to within-code evaluations of performance, utilizes audit findings and repetitive work performance weaknesses to determine training needs for current and future employees. Refresher training plans are developed accordingly. In relation to this, the parties agree to encourage employees to increase their education and to recognize and pursue self-development accomplishments as they relate to the job. This includes employees using time on the clock (as available) to update themselves in requirement changes. Findings of training audits will not be used directly as the basis for discipline or performance-based actions.

Section 8. Selection for assignment to Special Emphasis training/work will be made in a fair and equitable manner. Normally the selection for Special Emphasis training/work will be made from among the personnel within the Branch where the work is to be performed. The Union will receive reasonable notification of planned training for Special Emphasis work. The Union will be given an opportunity to make suggestions, including reasons, for personnel assignments to such training for management's consideration in making assignments. Management will inform the Union of the personnel selected for assignment and, upon request, give the reasons for not selecting personnel suggested by

the Union. Management retains the right to make work assignments, **including** training, and is not obligated to assign personnel based on the Union's suggestions.

ARTICLE 12

CHANGES IN POSITION DESCRIPTIONS

Section 1. In any wage and classification case where action is proposed to substantially modify the position description of any position in the unit, a copy of the proposed position description will be **provided** to the Union.

Section 2. Any employee in the unit who feels that his position is improperly rated or classified shall have the right to request his Branch Head to review his job rating or classification. The employee may be accompanied by his union representative in presenting his request and discussing it with the Branch Head. Thereafter, if he still believes his position to be improperly classified and he desires to appeal, he will do so through the appropriate statutory appeal procedure. When processing a rating determination or classification appeal and a work site audit is conducted, a representative of the Employer will talk personally with the appealing employee or with at least one employee if a group appeal. The Employer agrees to consider fully any information the Union may present in writing. If a satisfactory resolution of the employee's appeal is not reached, the Employer will forward the appeal as prescribed in the appropriate appeal procedure.

Section 3. The Employer agrees to retrain unit employees who are adversely affected by technological change within the limits of the employees' existing academic and physical qualifications and consistent with the Employer's operational needs.

Section 4. **Unresolved** questions concerning the assignment of an employee to work other than that covered by the official description of the position in which he is employed may be taken up under the grievance and arbitration procedure.

Section 5. Each employee will, upon request, be **furnished** a copy of his current position description.

Section 6. The Union will, upon request, be furnished with unit employees' position descriptions, position classification standards, and/or any related material in connection with a grievance/appeal.

Section 7. During the course of the annual review of job assignments if an employee disagrees with his supervisor on the adequacy of his position description, the dispute will be handled in accordance with the provisions of section 2 of this article. It is further agreed that during this review, an employee will be provided a copy of his position description to verify the adequacy.

Section B. An employee of the unit may initiate a position classification appeal at any time. The correctness of the grade, title, or series assigned his position are matters appropriate for appeal.

ARTICLE 13

ENVIRONMENTAL PAY

Section 1. It is agreed that within 3 months following the approval of this Negotiated Agreement, the parties will meet and negotiate a Memorandum of Understanding covering environmental differential pay for employees in the bargaining unit consistent with Federal regulation.

Section 2. It is further agreed that until the execution of the Memorandum of **Understanding** under section 1, above, environmental differential for bargaining unit employees will be paid in **accordance** with current practice.

ARTICLE 14

HOURS OF WORK

Section 1.a. The Employer shall schedule the work to accomplish the mission of the Shipyard. The work schedule shall correspond with the actual work requirement. The Employer may change the work schedule when it is determined that it would be seriously handicapped in carrying out its functions or that costs would be substantially increased. The Employer agrees to record the specific reasons for ordering changes in the days of the basic workweek and upon request, furnish a copy to the Union. Assignments to specific hours of work are scheduled in advance of the administrative work week over periods of not less than one week, except as provided in Section 2.b. of this Article. Work schedules will be maintained as stable as practical.

b. When the Employer knows in advance of an administrative workweek that the specific days and/or hours will differ from those required in the current administrative workweek, he or she shall reschedule the employee's regularly scheduled Administrative workweek to correspond with those specific days and hours. The Employer shall inform the employee, as soon as the decision is made, and will make the appropriate entries into the timekeeping system. Note: The intent of the phrase "as soon as the decision is made" is to give the employee affected by changes as much notice as the Employer can give, after the decision to make the change necessary in work schedule in order to lessen the adverse impact and allow the employee maximum use of their non work time.

Section 2. The basic 40-hour workweek is scheduled on five (5) days, Monday through Friday, when possible. It is agreed and understood that, when necessary, the Employer may establish basic workweeks of other than Monday through Friday as provided for in Section 1.a and b.

a. Work projects and working conditions are situations which require a work schedule to be changed for not less than one week duration.

b. It is agreed and understood that changes can be made to the employee's administrative workweek for a period which is less than one week. The supervisor and the employee discuss the change(s) to attempt to reach a mutually

acceptable solution. However, it is agreed and understood that the Employer retains the right to change work schedules in accordance with Section 1.a. and b. above. Employer administrative matters and employees' personal matters are situations which may require a work schedule to be changed for less than one week duration.

Section 3. It is agreed and understood that employees shall be assigned to established basic workweeks and shift hours by the appropriate branch to which they are assigned.

Section 4.a. The regularly established 8-hour work shift hours for unit employees are as follows; except as provided for in paragraph c below: first or day shift--7:20 a.m. to 3:50 p.m., with 30 minutes for lunch from 11:20 a.m. to 11:50 a.m.; Second or swing shift--3:30 p.m. to 11:45 p.m., with fifteen minutes from 7:30 p.m. to 7:45 p.m.; Third or graveyard shift--11:30 p.m. to 7:30 a.m. Note: Employees on the third shift will be allowed to eat lunch on-the-clock, provided they eat at a time that does not interrupt operations.

b. Periodic breaks of approximately 10 minutes enhance the efficiency of employees and are considered as hours worked. Breaks should not interfere with productive work and should be taken in such a manner as not to delay production. Breaks are not carried over to the next scheduled break, lunch period, end of shift, or next day. Normally, employees will be allowed two such breaks during an eight-hour shift. Third shift breaks are controlled by same criteria as their lunch.

c. The regularly established hours for unit employees assigned to work at NOB are as follows: First or day shift--6:00 a.m. to 2:30 p.m. with 30 minutes for lunch from 11:20 a.m. to 11:50 a.m.; Second or swing shift--2:15 p.m. to 10:30 p.m. with fifteen minutes from 7:30 p.m. to 7:45 p.m.; Third or graveyard shift--10:15 p.m. to 6:15 a.m.

Note: Employees on the third shift will be allowed to eat lunch on the clock, provided they eat at a time that does not interrupt operations.

Section 5. When manning or demanning the shifts, the Employer will consider volunteers first. Selections will be made by the Employer's determination of skill levels required and individual capabilities of the employees. When

the Employer finds an insufficient number of qualified volunteers for the assigned shift, a selection shall be made from among the other qualified employees within the Branch on a rotational basis. The qualified employee selected will be the one who has been on the current shift for the longest period of time. Rotational assignments to the second and third shifts shall not exceed approximately eight weeks, except when requested by the employee and approved by the Employer.

a. Employee special requests for shift assignments for educational purposes or specific cases of personal hardship may be granted as an exception to this method when work requirements and shift manning levels allow.

b. An employee's shift preference (volunteer) will be preserved when the employee is assigned temporarily to another shift because of Shipyard training, or the employee possesses special qualifications needed on the other shift, or because the employee is on TDY (for up to 60 days) or is on approved extended leave (annual, sick, military, court, or LWOP).

Section 6. Time on the clock to secure equipment and tools, eliminate fire and safety hazards, and ensure protection of Government property will be granted employees by the immediate supervisor as he determines necessary.

Section 7. When services must be provided around the clock or on seven days of the week for security and protective watches, work schedules will be fixed according to the need for the services. When Saturday and/or Sunday are scheduled as basic workdays, the nonworkdays corresponding to Saturday and/or Sunday will be consecutive, except when the Employer determines that it would be seriously handicapped in carrying out its functions or that costs would be substantially increased.

Section 8. Each employee shall be at his worksite ready to work at the scheduled starting time of his shift. Directed movement of tools, tool boxes, and equipment to and from work areas within the confines of the Shipyard is a work assignment and will be done on the clock.

ARTICLE 15

OVERTIME

Section 1. Overtime work shall be paid at the appropriate overtime rates in accordance with current regulations. Overtime rates shall include any shift differential or any additional pay to which the affected employees are entitled.

Section 2. An employee in the unit shall be paid at not less than "time and a half" for all work in excess of 8 hours a day or 40 hours in his basic workweek.

a. A day shift employee who is required to work the third shift without a valid shift change shall be paid at the appropriate overtime rate. If it is determined that it is not in the best interest of the employee and/or the Employer to allow the employee to work during his next regular shift, the employee will be released from duty. Annual leave will be advanced to the employee who has no leave to cover his absence during his regular shift. The division head will approve doubling back assignments.

b. A day shift employee who is required to work the third shift when a valid shift change is made pursuant to Article 15 completes his regular shift for that day and receives his regular pay plus the appropriate night shift differential.

c. Unit employees may request and management may grant compensatory time as compensation for non-regular scheduled overtime hours worked in accordance with applicable regulations.

d. Compensatory time earned may be saved for use during Christmas closure. It is understood, however, that leave taken will be charged to an employee in the following order: "use or lose," compensatory time, and annual leave.

a. When the Employer requires an employee to work through lunch, the employee is entitled to overtime pay or compensatory time for the time worked. As work permits, the employee may elect one of the following options in lieu of overtime pay or compensatory time:

- (1) reschedule lunch for later in the day; or,
- (2) be released from work early at the end of the shift.

If the employee elects option (1) or (2), he will not receive overtime pay or compensatory time for working through lunch.

Section 3. It is agreed and understood that supervisors shall not assign overtime work to employees as a reward or penalty, but solely in accordance with the Employer's needs.

Section 4. The Employer agrees that when assigning overtime, it shall be distributed fairly among employees assigned to a branch. Fair distribution among employees will be based on the nature and requirement of the work situation including their special skills, dependability, and shift insofar as the character of the work will permit.

a. Volunteers are to be utilized to meet overtime needs prior to requiring personnel to work who have not volunteered. The selection process is as follows:

(1). Qualifications are determined. Trainees are given consideration if overtime work is such that they may be adequately utilized. Special mock-up training requirements are met where required.

(2). Selection is made by overtime hours starting with the person with the lowest number of hours from the group (Branch) requiring work. After volunteers from within the group have been exhausted, additional volunteers will be selected from a list maintained by the C-105.3 secretary. This list is comprised of non-selected volunteers from all Branches.

(3). Personnel should not place their name on volunteer lists outside their respective branch. If they do, they will not be considered during the selection process of that Branch.

(4). Volunteers who place restrictions on themselves (e.g. 8 hours only, 2nd shift only, Saturday only, Sunday only, etc.) are considered only for those requests and utilized consistent with work requirements.

(5). Anytime there is an insufficient number of volunteers to fill the required needs, personnel within that branch will be required to work. They will be selected based on their credited overtime hours, beginning with the lowest number.

(6). Overtime lists will be issued by the end of the day shift on Thursday.

(7). Once selected, an individual **is** not permitted to give the overtime to another person. If for any reason a person is selected for overtime and can not work, he or she will notify his supervisor and a replacement will be selected using rules governing overtime selections. All declined overtime and compensatory time will be credited the same as overtime worked.

(6). Management will make reasonable efforts to ensure that personnel who do not volunteer for overtime and are required to work will not have to work two consecutive weekends.

Management maintains records of each individual's overtime reflecting hours worked/credited. The latest available overtime printout will be distributed bi-weekly to each Branch Head and to the Union Area Vice President for the purpose of ensuring a fair and equitable distribution of overtime.,

c. Personnel transferred between groups, detailed (within the shipyard or TDY), or temporarily promoted will normally be credited with their established overtime hours. New personnel will be credited with the highest number of overtime hours worked in their assigned branch. This will include new trainees, who will receive the highest trainee hours, and new RCTs, who will receive the highest fully qualified RCT hours. Requests for adjustments in credited overtime hours may be made on a case basis due to prevailing work situations if agreement can be reached by the union and management.

d. Every reasonable effort will be made so that personnel will not be required to work more than twelve and one-half consecutive hours unless personnel volunteer to do so. There will be no limit on the daily number of volunteer overtime hours.

a. When a person is scheduled for overtime and is unable to report for duty, the scheduled hours will be added to their total overtime hours credited. Employees will call in for such absences using the system in Articles 18 and 19.

f. When it is known prior to 12:00 noon on Friday that substitutions are needed, the Branch Head will select personnel in accordance with the above procedure. After that time, selections will be at management's discretion. Reasons for deviation from the procedure will be provided to the Union upon request.

g. If an employee is on leave Thursday and/or Friday and fails to notify the SRCT of his or her intention to be available for weekend work, he or she will not be selected.

h. If an employee is not given an overtime assignment due to supervisor error in applying these rules, the employee will be offered priority for an equivalent amount of overtime work as work is available and the employee is available to work.

Section 5. It is agreed and understood that the following situations properly applied will result in legitimate temporary imbalances in overtime assignments.

a. Employees working on jobs that extend into overtime situations where continuity is essential to the job. It is intended that the Employer retain the right to keep the same employees on jobs of short duration. It is not intended that continuity of the job be used as a means for deviation in overtime distribution where the work could be assumed without loss of efficiency by another employee with less overtime.

b. Employees assigned to overtime jobs requiring special skills acquired as a result of special schooling or on-the-job training not readily transmittable to other employees.

Section 6. An employee in the unit shall not be required to perform work before or after his scheduled work hours without being compensated for all such work. It is further understood that if an employee is directed by the Employer to report to a designated location to perform work at a specified time prior to his regular shift hours, such time shall be compensated at the existing overtime rates.

Section 7. Any employee who is called back to work at a time outside of and unconnected with his scheduled hours of work within his basic workweek to perform unscheduled overtime work shall receive at least two hours call back overtime pay, including any night differential and/or additional pay to which he is entitled in accordance with applicable pay regulations and statutes, even if his services cannot be utilized when he reports for work.

Section 8. When an employee is required to work overtime in excess of 5 hours before or after his regular shift, the Employer will normally schedule a non-pay lunch period during the overtime assignment unless the employee's overtime work assignment requires the constant attention or availability of the employee. If a lunch period is not scheduled during the overtime assignment, the immediate supervisor may authorize the employee to eat lunch on the job only when it is possible to do so without stopping or interrupting the employee's work.

Section 9. When an employee is required to work unscheduled overtime as an extension of his regular shift, the supervisor will make reasonable efforts to assist the employee in obtaining transportation home if the employee so requests. Subject to the provisions and requirements of JTR, Chapter 2, Part H, Paragraph 2403, the employee's supervisor or other management official ordering the overtime may authorize reimbursement for taxicab fare for the employee if the employee submits a claim for such expense.

ARTICLE 16

TRIAL TRIPS (Sea Trials)

Section 1. Normally, productive work assigned to be performed during sea trial trips will be held to a minimum, consistent with the workload, job assignment, and work schedules as determined by the Employer.

Section 2. It is agreed and understood that the Employer will make payments directly to ships for meal allowances for all bargaining unit employees while on sea trials. The Employer agrees to make arrangements prior to trial trips with ships' officers regarding the welfare of employees assigned to the trial trip such as food services, necessary medical attention, clean spaces for sleeping accommodations, mattresses, blankets, pillows, clean linen, shower and head facilities consistent with that provided to ships force.

Section 3. The Employer agrees to provide travel orders to employees assigned to sea trials. In those situations where travel orders cannot be provided immediately preceding the required travel, the orders will be issued to the employee upon return to the Shipyard.

Section 4.a. The two-thirds rule shall apply if an employee is assigned standby duty.

b. In cases of emergency which preclude any such employees from attending sea trials, the Employer will distribute assignments among those other employees who are capable and able to perform such assignments.

ARTICLE 17

HOLIDAYS/CHRISTMAS CURTAILMENT

Section 1. When it is determined that holiday work must be performed, the following procedure will be used to select personnel:

a. Prior to the holiday weekend a volunteer list will be posted for employees to sign up.

b. Selections will be made from among the volunteers within the branch having the work, starting with the volunteer having the lowest overtime hours.

p. If additional personnel are needed, selections will be made from all other volunteers, starting with the volunteer having the lowest overtime hours.

d. If there are insufficient volunteers to cover the workload, employees will be forced to work in the following order:

(1) Employees within the Branch having the work who possess skills special to the required work.

(2) Employees within the Branch having the work, starting with the lowest overtime hours.

(3) Employees outside the Branch having the work, starting with the lowest overtime hours.

e. The Branch Head may choose not to use an employee for reasons such as:

(1) The employee has a record of not being dependable.

(2) The employee is not fully qualified, including medical and/or training limitations.

(3) An employee on leave Thursday and/or Friday fails to notify the SRCT of their intention to be available for the holiday work.

f. When it is known prior to 12:00 noon on Friday that substitutions are needed, the Branch Head will select personnel in accordance with the above procedure. After that time selection will be at management's discretion.

Section 2. When it is determined that work must be performed during Christmas curtailment, the procedure in Section 1 will be used with the following exceptions:

a. Volunteers will be solicited during the last week in November. Selections will be posted during the first full week in December.

b. Priority will be given to those who volunteer for the entire Christmas curtailment, regardless of the branch in which they work.

c. Personnel selected for the entire Christmas curtailment will be required to work the entire curtailment with no substitutions, unless approved by the Branch Head in advance.

d. Section 1.e.(3) does not apply.

a. Five working days prior to curtailment and throughout the curtailment management will have the discretion to deviate from the set procedure when necessary to make substitutions. The Union Area Vice President will be advised of deviations upon request.

Section 3. All holiday work shall be treated as overtime for distribution purposes. Holiday work assignments shall be made from the overtime roster and any work performed or declined shall be recorded as overtime worked.

ARTICLE 18

ANNUAL LEAVE

Section 1. Planned Leave.

a. An employee's request for annual leave will be granted, subject to workload and manpower requirements. To avoid loss of "use or lose" leave, an employee should schedule annual leave early in the year.

(1) An employee may submit his requests for annual leave for vacation purposes at any time during the calendar year. However, employees should submit leave requests to their immediate supervisor prior to May 15 of each year for planning purposes. Written notification of tentative leave approval/disapproval to employees who submitted requests prior to May 15 will be made within 10 workdays.

(2) Within the restraints of the workload, every reasonable attempt will be made to grant an employee's requested schedule of annual leave. However, when a conflict arises between the schedules of annual leave of two or more employees and the employees involved cannot resolve the conflict themselves, the employee with the most accumulated annual leave will be given preference. For the purpose of making this determination, periods of forced leave taken by an employee during that leave year will be counted as accumulated leave. If this procedure does not resolve the issue, preference will be given to the employee who has taken the least amount of annual leave during the current leave year. In this calculation, periods of forced leave will not be counted.

b. An employee will be notified in writing of the approval/disapproval of all annual leave requests submitted in writing. For those annual leave requests which are disapproved, the employee will be provided the reasons therefore.

c. The Employer may cancel previously approved leave if unforeseen, unplanned or unscheduled workload conditions arise which make it necessary for the employee to work. If leave is denied at earlier periods, the Employer will make every effort, as early as possible, to assist the employee in scheduling his leave, taking into consideration his desires, to avoid forfeiture of accumulated leave. An

employee may cancel previously approved leave provided his services can be utilized.

Section 2. Emergency or unplanned leave.

a. An employee who fails to report to work due to a personal emergency must notify his supervisor prior to the start of the shift, if possible. For all shifts, an employee requesting unplanned annual leave should call the supervisor first, using the office number or his beeper number, and if unable to talk with the supervisor then call the posted number for the office's notification system. When using the office's notification system an employee must identify himself by name and check number and must provide his supervisor's name, the reason for the emergency absence, its estimated duration and a telephone number where the employee may be reached.

b. If an employee finds that he will be absent beyond the original estimated time, he will report this to the supervisor, indicating the reason for the continuing absence. This notification must be provided not later than the last day of the originally requested absence.

c. An employee who requests unplanned annual leave following his reporting to work must make this request by contacting his immediate supervisor prior to the employee going into a leave status.

d. The above notification shall not in itself be justification for approval or disapproval of emergency leave. Requests for unplanned annual leave will be approved if determined to be justified by the supervisor. This determination will include, but will not be limited to, consideration of the employee's record of nonscheduled leave and the reason for the unplanned leave request.

Section 3. During a period of announced liberal leave, unit employees not required for essential or emergency work will be granted annual leave. Employees with no annual leave to their credit will be granted leave without pay at their request. Advanced annual leave will be granted at the discretion of the division head in accordance with applicable regulations. No employee will be required to take leave without pay.

Section 4. Forced Leave.

It is understood that when employees' services are not needed for short periods of time the Employer may direct employees to take annual leave. When it is necessary to require an employee to use annual leave, the Employer agrees to give maximum possible advance notice to the affected employees.

a. Before requiring forced leave, the Employer will discuss with the Union the reasons for and the distribution of forced leave. Every attempt will be made by the Employer to place the employees in other areas of need within the Shipyard. Other naval shipyards will be called to determine whether they have need for the services of employees faced with such leave and are able to take them on a loan in order to reduce the impact on the employees' accumulated leave.

b. When forced leave is required, volunteers will be solicited from among employees whose skills are not required. If the use of volunteers does not fulfill the leave requirement, employees will be selected for forced leave in order of service computation date (Leave) (SCD). If there is a second occurrence requiring forced leave within the same leave year and insufficient volunteers are found, selection will begin with the next person in SCD order who was not selected for forced leave in the first occurrence. Employees with insufficient annual leave to cover the forced leave period will be placed on leave without pay (LWOP). (All forced leave including that of volunteers will be coded as forced leave.)

c. It is agreed that no employee will be required to take leave when there are borrowed employees from other naval activities in the division, and the employee being forced to take leave possesses the same specialized skills as the borrowed employee.

d. In cases of interrupted or suspended operations such as equipment breakdown or failure, employees who cannot be assigned to other work will be required to use annual leave in all cases when 24 hours advance notice is given. Annual leave use will also be required when such situations develop too late for 24 hours advance notice, but notice is before the end of the employees' shift immediately ending the one in which they are to be placed on leave. Involuntary use of leave without 24 hours notice will

be limited to a maximum of five (5) days in any leave year. When in case of interrupted or suspended operations 24-hours notice or notice before the end of immediately preceding shift cannot be given, employees who cannot be assigned to other work will be excused. This administrative excusal may not exceed eight (8) hours and the employee will then be placed on forced annual leave for any subsequent continuous absence required beyond eight (8) hours, provided a 24-hour advanced notice can be given.

Section 5. The Employer agrees to grant annual leave in increments of tenths of an hour (6-minute increments), in accordance with the provisions of this article.

Section 6. In the event of a death in the immediate family (parents, sister, brother, spouse, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law), any employee covered by this Agreement may be granted annual leave for three (3) successive workdays, if requested.

a. If the employee is required to travel beyond two hundred and fifty (250) miles from the activity, an additional day shall be allowed in addition to the three (3) days provided in Section 6.

b. For absence due to a death in the family, the Employer agrees to grant LWOP to a career or career-conditional employee who has no annual leave or insufficient annual leave to his credit to cover such absence, if requested by the employee.

c. It is agreed further that no part of this section shall be interpreted so as to prevent an employee from taking sick leave under the above circumstances where the employee meets the requirements to be authorized the use of such leave, and the request is supported by an acceptable medical certificate.

Section 7. Once an employee has had his annual leave approved he will not be bumped by another employee taking annual leave except in an emergency situation as determined by the Employer.

ARTICLE 19

SICK LEAVE

Section 1. The Employer and the Union recognize the value and importance to each employee in conserving his sick leave to the maximum extent possible as a means of assuring continuity of income during periods of illness and incapacitation from duty. Upon retirement for annuity computation purposes, the service of an employee is increased by unused sick leave. It is therefore, of real benefit to the employee to conserve his sick leave. In furtherance of that objective, the Union will assist the Employer by emphasizing the need and value to each employee in the unit to conserve his sick leave and to use it only in the event of real physical incapacitation from duty.

section 2. Sick leave, if available, shall be granted to employees in accordance with applicable statutes and regulations when they are incapacitated for the performance of their duties by sickness, injury, or pregnancy and confinement; for medical, dental, or optical examination or treatment; when exposed to contagious disease, as determined by local health authorities that the presence of the employee at his post of duty would jeopardize the health of others. A limited amount of sick leave may also be granted to employees in accordance with 5 CFR 630 to provide care for a family member having an illness, injury, or other condition which, if an employee had such a condition, would justify the use of sick leave by the employee or to make arrangements or attend the funeral of a family member. Requests for sick leave for medical, dental, or optical examination or treatment shall be submitted for approval in advance of the appointment. The request must contain information as to the time, place, and date of appointment.

Section 3.a. It is the responsibility of the employee to notify his supervisor and request sick leave prior to the start of the shift, if possible, but not later than one (1) hour from the start of the first day of absence due to illness and each subsequent third day of absence or the last day of each workweek, whichever comes first unless the employee has notified the Employer of his anticipated length of incapacitation. For all shifts, an employee requesting

sick leave should call the supervisor first, using the office phone number and if unable to talk with the supervisor, then call the posted number for the office's notification system. The number is 396-2412. When using the office's notification system an employee must identify himself/herself by name and their supervisor's name, the reason for the emergency, its estimated duration and time the notification was made. The office's notification system may be used by an employee for other notification of other emergencies as well.

b. Employees are required to submit claims for sick leave on Standard Form 71 within three (3) workdays after returning to work. The section of SF-71 entitled "Certificate of Physician or Practitioner" hereinafter referred to as "medical certification" need not be filled in unless such leave exceeds three (3) workdays of continuous duration, except in individual cases where there is reason to believe the employee is abusing sick leave privileges. In such cases the employee shall be advised in writing that all future requests for sick leave, must be supported by medical certification. In cases where the employee has been advised, in writing, that all requests for sick leave must be supported by medical certification, the employee must provide that certification on the day of his/her return to duty. For periods of absence in excess of three (3) workdays, the medical certification must be filed within 15 calendar days after return to duty. For illnesses of a recurring nature, which have previously been documented by a physician, a statement signed by the employee explaining the nature of the illness may be accepted in lieu of medical certification.

c. It is agreed that all cases requiring medical certification for each absence shall be reviewed by the Branch Head for the purpose of determining whether such requirement should be rescinded and that such review shall take place at the end of one year from the date of issuance of such requirement. When the Branch Head determines that the employee's record suggests that the requirement is no longer necessary, the matter will be discussed with the employee and he will be advised in writing. If it is determined that the requirement should be extended, the reasons therefore will be explained to the employee.

Section 4. The Employer agrees that an employee who is sent home sick by the medical officer shall have approved sick leave (if available) for the remainder of that day. If the employee is unable to report for duty on the following workday, he shall call in to notify his supervisor and request **sick** leave in accordance with the requirements of Section 3.a. above. If the total absence on sick leave in such cases exceeds three (3) additional working days, the employee shall be required to submit medical certification.

section 5.a. Requests for advance sick leave in cases of serious illness or disability will be considered on a specific case basis and will be granted not to exceed 30 workdays when the circumstances justify approval and such leave is in compliance with applicable current statutes and regulations. Applications for advance **sick** leave where a need or hardship exists shall be expedited.

b. Advance **sick** leave requests submitted by employees participating under NNSY's Employee Assistance Program shall be handled in the following manner: The SF-71, leave slip signed by the employee and his/her physician, and the statement written by the employee requesting advance sick leave will be forwarded to the department/office head via the administrative officer. The letter from the employee's physician stating the employee's diagnosis and prognosis will not be forwarded via his/her code. This letter from the physician will be forwarded directly to the shipyard medical officer, for his recommendation to the department/office head. Employees will notify the supervisor of the anticipated return to duty date as soon as possible.

Section 6. Employees will be granted sick leave for physical examinations required for military training duty and promotions in the Reserves.

Section 7. The Employer agrees to grant sick leave in increments of tenths of an hour (6-minute increments), in accordance with the provisions of this article.

ARTICLE 20

EXTENDED LEAVE OF ABSENCE

Section 1. A unit employee who requests leave of absence without pay to fulfill a paid position with an affiliated organization of this Union shall be granted such leave of absence without pay not to exceed one year for each application when consistent with regulations and workload requirements.

Section 2. The Employer agrees that any employee in the unit elected or appointed to a Union office or as a delegate to any union activity requiring a leave of absence shall be granted annual leave and/or leave without pay when consistent with regulations and workload requirements.

Section 3. An employee granted leave without pay will be granted all benefits to which entitled by the regulations.

Section 4. Employees returning to duty will be provided employment and other privileges and benefits to which they may be entitled at that time in accordance with applicable regulations.

ARTICLE 21

ADMINISTRATIVE LEAVE

Section 1.a. Employees who serve as blood donors will be excused without charge to leave up to a maximum of four (4) hours total, if necessary, to donate blood and recuperate. If competent medical authority determines that additional time is required for the employee to recuperate, additional time may be granted.

b. Employees who serve as bone marrow donors will be excused without charge to leave up to a maximum of eight (8) hours total, if necessary, to donate bone marrow and recuperate. If after this time the employee can not return to full duty, the employee may be granted sick leave or light duty.

c. Employees who serve in the apheresis program be excused without charge to leave up to a maximum of (4) hours total, if necessary to participate in the apheresis program and recuperate. If after this time the employee can not return to full duty, the employee may be granted sick leave or light duty.

d. Approval of administrative leave for the above reasons shall be granted consistent with workload considerations, balancing the need for the employee on the job with the benefit to the community of having shipyard employees participate in these valuable donor programs.

Section 2. Employees will be excused for the purpose of tests or interviews when such tests or interviews are under the Shipyard's Merit Promotion Program.

Section 3. Employees will be excused, not to exceed three (3) days, for the funeral of an immediate relative who dies in the Armed Forces as a result of wounds, disease, or injury incurred while serving in a combat zone.

Section 4. Union representatives will be excused without charge to leave to attend training sessions sponsored by the Union under the following conditions:

a. The subject matter of the training session is of mutual concern to the Employer and the employee in his capacity as a Union representative;

b. The Employer's interests will be served by the Union representative's attendance.

c. The Union will be granted an annual allotment of 672 hours of administrative leave for training of mutual interest. Normally, the Union will notify the Head of Employee Relations two (2) weeks in advance of training requirements.

d. The Union may request, with proper justification, additional hours for training of mutual interest if unanticipated need for training occurs and the Union has/will have exhausted their annual allotment of 672 hours of administrative leave.

e. It is recognized by the Union and the Employer that work requirements take precedence over previously approved administrative leave. Employees will be released for previously approved administrative leave for training as

long as the job can be continued in an efficient manner with reasonable indoctrination or instructions.

f. Attendance by Union representatives at conferences on behalf of the Union or presenting the Union's views will be charged to annual leave or leave without pay at the representative's request.

g. In each request for administrative leave (for training), the Union will include:

1. The reason(s) for the training;
2. The current administrative leave allocation balance;
3. The number of leave hours to be used; and
4. The new administrative leave allocation balance

h. The Head of Employee Relations will, in the responding letter, confirm the amount cited in 2, 3, and 4 above. If there are any disagreements on these amounts, the parties will resolve them promptly.

Section 5.a. Administrative excusal will be authorized, at the Employer's discretion, in cases of extreme weather conditions which prevent employees from reporting to work such as snow, hurricane, or high water, however, shipyard operations have not been suspended.

b. When shipyard operations are suspended or reduced by the Shipyard Commander because of events or conditions as described in CPI 630, Subchapter 3, administrative leave will be granted as ordered by Shipyard Commander to nonessential employees.

Section 6. When employees called to emergency duty in the National Guard or State Guard or called to participate in Civil Air Patrol searches or called for other types of rescue or protective work will be excused for such duty up to three (3) working days, if time beyond three (3) consecutive working days is required for such duty the employee agrees to request authorization to excuse up to five (5) working days.

Section 7. The Union and the Employer will work together so that the use of administrative leave will be

.,st effective and will improve the efficiency of the Shipyard.

ARTICLE 22

CIVIC RESPONSIBILITIES

Section 1.a. In the event a unit employee is summoned for jury duty, or as a witness in behalf of a Government, or is required by law to qualify for jury duty, the employee shall notify his supervisor at the beginning of the employee's next regularly scheduled work shift after receipt of notice in order that arrangements may be made for the employee's absence. It is understood that when so serving the employee shall be paid at his basic rate for the time required from his normal schedule to perform such duties. Such time shall be limited to the time necessary not to exceed eight (8) hours per day. Any fees, except reimbursement for meals, travel, lodging or other allowances, received from the court for performing such duties shall be delivered to the Employer together with satisfactory evidence of time served on such duties.

b. An employee excused from jury duty service for one or more days or for that period of a day that would permit him to return to work for as much as three (3) hours of his normal workday without undue personal hardship is required to do so or that time will be charged to annual leave. Examples of undue personal hardship are: if employee is on the night shift or if his home or the court is very far from the Shipyard.

Section 2. An employee on night shift who perform jury service during the day will be granted court leave for his regularly scheduled night shift tour of duty and is entitled to night differential. An employee who elects to work his regularly scheduled night shift tour of duty after performing jury service during the day will retain any fees received from the court.

Section 3.a. Employees may be granted reasonable amounts of excused time off for purposes of registration or voting a national, state, or local elections or referendums. The

amounts of time off for this purpose shall be determined based on the legal opening and closing times for voting polls in the jurisdiction where the employee is registered to vote.

b. As a general rule, the employee may be granted the amount of time off necessary to allow him to report to work not more than three (3) hours after the polls open or to leave work not more than three hours before the polls close, whichever required the least amount of time off.

Section 4. The Employer and the Union mutually agree that unit employees will be encouraged to participate in approved charity drives, including but not limited to the Combined Federal Campaign; however, in no instance shall the Employer or the Union exercise undue pressure on any employee to contribute to a charity to which the employee does not wish to contribute. The parties hereto also agree that no rights or privileges that would otherwise be extended to any employee in the unit will be withheld, nor will any reward be given or reprisal be made against any employee who contributes or refrains from contributing to any charity drive.

ARTICLE 23

CONTRACTING OUT OF UNIT WORK

Section 1. It is understood that the Employer retains the right to contract out work of the unit and transfer work within the Shipyard. In this regard the Employer agrees to discuss with the Union prior to contracting out or transferring unit work which would result in a reduction of unit career or career-conditional employees or their use of forced leave.

Section 2. The Employer will notify the Union as soon as possible after they become knowledgeable that bargaining unit work is being considered for contracting out or transferring out of the unit. The Union will be furnished copies of information pertaining to such work.

Section 3. Prior to contracting out of any bargaining unit work, the Employer agrees to fully comply with pertinent regulations. Furthermore, the Employer agrees to negotiate appropriate arrangements for unit employees adversely affected by contracting out or by the transfer of unit work functions.

Section 4. The Employer will give due consideration to public interest, cost, efficiency, availability of equipment, and qualification of employees when evaluating the possibility to contract out or reassign work normally and historically performed by unit employees.

Section 5. When employees in the unit are adversely affected by a decision to contract out or reassign work normally performed by unit employees, the Employer will minimize reduction-in-force actions to the extent possible.

ARTICLE 24

MEDICAL

Section 1. An employee requesting leave due to a personal illness at work (non-occupational) will either be sent to the dispensary or be released from duty based upon an evaluation by and the determination of the supervisor.

a. An employee sent home on the recommendation of the medical officer will be provided transportation if, in the medical Officer's opinion, the employee's condition is such as to preclude travel by either private or public transportation.

b. If conditions warrant and the employee is capable of approving, the medical officer shall provide transportation to the nearest appropriate hospital. When deemed necessary by the medical officer, competent medical personnel will accompany the employee to the hospital.

Section 2. An employee who suffers an injury on the job (occupational) will report it to his supervisor and then will report to the dispensary. In an emergency in the absence of his supervisor or another person in authority in

the immediate vicinity, an employee will report directly to the dispensary. An employee who becomes aware of the fact he has incurred an occupational illness will notify his supervisor who will then direct the employee to report to the dispensary. In regard to the above, the Employer will provide a CA-1 Form to the employee and assist the employee in filling it out if the employee so requests.

Section 3.a. In the event the employee suffers a disabling traumatic on-the-job injury and no work is available due to the medically imposed limitation, the employee may choose to be placed in a traumatic injury status in accordance with regulations or other appropriate leave status (e.g., sick, annual, LWOP).

b. The Employer agrees to forward employees' claims for compensation in accordance with applicable rules and regulations.

Section 4.a. An employee who sustains an injury on the job will be sent to the dispensary or other Federal medical facility or duly qualified private physician or hospital of the employee's choice for emergency examination and treatment providing such physician or facility is located in the immediate area and a physician can treat him immediately.

b. When an employee is receiving emergency treatment immediately following an injury, he shall not suffer any loss of pay or charge to leave.

c. When an employee returns to duty after an on-the-job injury and is required to undergo subsequent treatment, and the employee is required to use sick or annual leave or leave without pay, the Employer and/or the Union will assist the employee in applying for reimbursement from the Office of Workers' Compensation Programs for all subsequent additional travel, medical leave, or other expenses incurred in obtaining such medical treatment.

Section 5.a. Employees authorized and directed to visit the dispensary during regularly scheduled working hours, for reasons other than examination and emergency treatment for a job incurred injury, will have absence in excess of one (1) hour charged to leave or LWOP.

b. Time spent undergoing a scheduled medical examination as a direct result of an employee's incumbency

of a health-monitored occupation as identified by the medical officer will not be charged to leave.

Section 6. A claimant may be represented by a federal union official or other person on any matter pertaining to an illness, injury or death occurring in the performance of duty. This representation must be authorized in writing by the claimant.

Section 7. The Employer agrees to provide a unit employee, or his designated representative, who may be a Union representative, access to relevant personal exposure and medical records pertaining to that unit employee as provided for by 29 CFR 1910.20. In this context, access means the right and opportunity to examine and copy the personal records. At the Employer's discretion, the necessary mechanical copying facilities will be made available to the employee or his designated representative to copy the personal records, or the Employer will provide a copy of the requested personal records to the employee or his designated representative. Only one copy will be provided without cost to the employee or the Union.

Section 8. The Employer will consider an employee's request for special treatment or benefit based upon a certified medical fear (phobia) if the employee provides medical evidence to support the request. If the employee's medical evidence is insufficient to allow management to make a decision on the request, the Employer may offer to have an employee undergo a medical examination. If the employee declines the Employer's offer of medical examination or fails to provide adequate medical evidence, a decision will be made on the information available.

ARTICLE 25

SAFETY AND HEALTH

Section 1.a. The Employer will make a reasonable effort to provide and maintain safe working conditions and industrial health protection. A program of accident and occupational illness prevention will be maintained

consistent with the requirements of higher authority relative to existing regulations and the Occupational Safety and Health Act of 1970 (hereinafter known as OSHA).

b. The Union will support and carry out the requirements of the Shipyard Safety Program.

c. The Employer will meet and discuss proposed revision, alteration, or change of the program with the Union. It is recognized that the acquisition and utilization of protective equipment, devices, and techniques is a continuing-day-to-day responsibility of the Employer.

Section 2. It is agreed that the Employer and the employees share in the responsibilities for maintaining safe working conditions and good housekeeping procedures. Each employee is responsible for working safely, for observing safe work practices, and for wearing prescribed protective equipment. Each employee is also responsible for knowing hazards peculiar to his duties and for promptly correcting or reporting to a supervisor any unsafe condition or act he encounters or observes. The Employer shall require each supervisor to remain aware of safety conditions in the work under his immediate direction and to ensure that employees under his direct supervision use appropriate protective clothing and equipment when they are exposed to hazardous conditions. In addition, each supervisor shall take prompt and appropriate action to correct any unsafe condition or act which he observes or which is reported to him. The Union is responsible for cooperating with the Employer in the Employer's efforts to provide and maintain safe working conditions, good housekeeping procedures, and industrial health protection. The Union is also responsible for encouraging employees to observe safe work practices and good housekeeping procedures, and for promptly reporting unsafe or hazardous conditions observed to the attention of a supervisor.

Section 3. In the interest of safe working conditions the Employer will assure that employees assigned to work which requires a license or certificate possess the appropriate valid license or certification before performing such work. In all cases it shall be the responsibility of the cognizant supervisor for determining whether an employee is qualified to perform the work assigned. However, when it is known, the employee will inform the supervisor that

he/she is not licensed to operate a given piece of equipment or cleared to perform a particular work operation.

Section 4. In the course of performing their normally assigned work, union representatives will be alert to observe unsafe practices, equipment, and conditions as well as environmental conditions in their immediate area which may represent industrial health hazards. If an unsafe or unhealthy condition is observed, the cognizant union representative should report it to the nearest available supervisor. If the safety question is not settled by this supervisor, the matter will be referred by him promptly to the division head for resolution. If the safety question is still not settled, it will be promptly referred to the Head, Safety Division.

Section 5. No employee shall be required to work on or about moving or operating machines or in areas where conditions exist that are unsafe or detrimental to health without proper precautions, protective equipment, and safety devices. Also, no employee who is engaged in work which is potentially hazardous and in an isolated area shall be required to work alone unobserved. It is understood that the determination of where and when such conditions exist is within the discretion of the Employer.

a. Should an employee claim that a job to which he has been assigned is not safe or will endanger his health, he shall advise the immediate supervisor before carrying out the work assigned. If there is a reasonable belief by either party that the assigned task poses an imminent risk of death or serious bodily harm, a ruling shall be obtained from the Safety Division before proceeding.

Section 6. The Employer agrees to furnish adequate protective clothing, including toe guards and safety glasses, and other safety equipment the Employer determines necessary for the performance of assigned work. The Union may at its discretion, recommend new protective clothing and equipment and/or modifications to existing equipment for consideration. Such recommendations shall receive prompt attention.

Section 7. Accident records prepared and maintained by the Employer shall be made available to the Union upon

request. The Union will be provided a copy of the Quarterly Injury and Illness Report (OSHA No. 102F).

Section 8. The Employer agrees to make a study of any environmental condition alleged by the Union to be injurious to the health of unit employees and notify the Union of the result. If in the Employer's judgment a written report should be made of such study, a copy will be provided to the Union. In any event the Employer agrees to discuss with the Union the results of such study.

Section 9. All accidents, no matter how minor in nature, are required to be reported by the injured employee to his immediate supervisor who will arrange, if necessary, with the dispensary or other medical facility, upon request, to provide treatment of the injury. The Union will encourage injured employees to abide by this requirement. Failure to report accidents in a timely manner may result in loss of benefits provided under the law (Federal Employees Compensation Act).

Section 10. Where approved protective devices are required for the safety of employees, the employees are required to wear them while working, or in the required areas. The Union will encourage employees to wear such approved protective devices. It is agreed and understood that employees will be permitted to store approved protective devices and equipment at the end of the shift in accordance with the division head's established policy.

Section 11. It is agreed and understood that all employees are required to observe established safety rules for the protection of themselves and other employees. The Union will encourage all employees to observe these rules.

Section 12. It is agreed and understood that all complaints and allegations which are subject to review under the Occupational Safety and Health Act of 1970, may at the option of the Union be processed under the grievance and arbitration procedures of this Agreement. If a grievance is initiated, the complaint or allegation will be written and will be initiated with the production superintendent at step 2 of the grievance procedure. It is further agreed that the Union will afford the Employer a reasonable opportunity as

provided for in the grievance procedure to correct any deficiencies. Prior to filing a complaint with OSHA the Union will notify the Employer and attempt to get the safety problem resolved.

Section 13. The Employer will provide employees information in connection with heat stress treatment/prevention.

ARTICLE 26

GENERAL PROVISIONS

Section 1. Upon written request by the Union, the Employer will consider on a space-available basis, publishing notices of Union meetings and special events in the Shipyard newspaper, "Service to the Fleet."

Section 2. The Union agrees to nominate and the Employer agrees to make appointments to the following boards and committees under the conditions stated:

- a. Employees Activities Association Board. One (1) member from among three (3) nominees submitted by the Union.
- b. Co-Operative Association Board. One (1) member from among three (3) nominees submitted by the Union.
- c. Combined Federal Campaign Executive Committee. One (1) member from among three (3) nominees submitted by the Union.

Section 3. It is understood that the Employer retains the right to select employees to be detailed or loaned to another shop or code for the purpose of supplementing the other work force or because of lack of work in the parent code. In making such assignments, the Employer will use equitable procedures mutually agreeable to the parties.

Section 4. The Employer will print in a mutually agreeable format and distribute this Agreement and any amendments thereto to all unit employees.

Section 5. The Employer agrees to pay employees in accordance with applicable regulations. Leave and earning

statements will be mailed to a non-work address. The Union and the Employer agree to encourage employees to join direct deposit. The Employer and Union agree to publicize the benefits of joining direct deposit.

Section 6. Claims for reimbursement for loss or destruction of personal property will be handled in accordance with the Military and Civilian Personal Property Act of 1964, 31 U.S.C. 240. Employee claims for reimbursement for loss or destruction of personal property must be submitted in writing. Employees filing claims should contact their immediate supervisor for necessary claim forms.

Section 7. The Employer and the Union have reviewed all current memorandums of understanding. The parties have identified two (2) such memoranda that will remain in effect when this Agreement is executed. The parties acknowledge that all other memorandums (not specifically addressed herein) will be null and void when this Agreement is executed.

ARTICLE 27

EMPLOYEE SERVICES AND ASSISTANCE

Section 1. The Employer recognizes the need to provide clean and adequate lunchroom facilities and will provide and maintain such facilities at such locations agreed upon between the Employer and the Union within budgetary and space control constraints.

Section 2. The Employer will provide restrooms in the Shipyard. All restrooms will be cleaned daily and scrubbed twice weekly. Soap, towels, and toilet tissues will be replenished daily; complaints by the Union of inadequate supplies or cleaning services will be investigated promptly and appropriate remedy applied.

Section 3. The Employer recognizes the need for adequate parking in or near the Shipyard for its employees and will continue its efforts to increase and improve these

ilities. The Employer agrees, if appropriate, to join with the Union in any presentation to the proper local authorities regarding the parking facilities needed by the Shipyard personnel and to make recommendations to provide the necessary spaces. The Employer agrees to conduct surveys as deemed necessary to determine the requirements for parking facilities of Shipyard employees.

Further, the Employer agrees to provide three parking spaces outside of the industrial area as close to the Union office as practicable.

ARTICLE 28

EMPLOYEE INPUT SUGGESTION PROGRAM

Section 1.a. It is agreed that the Union will encourage all unit employees to participate in the Employer's Suggestion Program. The Program includes suggestions which involve the technology of performing the work of the Shipyard and directly contribute to the efficiency and economy of operations.

b. A reasonable effort will be made to process bona fide suggestions within 30 days. It is understood that exceptions to this time frame may be required because of special situations such as a test period, referral to other authority for approval or review, or development of an instruction.

c. Employees will receive a cash or honorary award for suggestions adopted in accordance with applicable regulations.

Section 2. Employees are encouraged to discuss prospective suggestions with their immediate supervisor who will provide a reasonable amount of assistance in preparing suggestions. An evaluator will discuss the suggestion with the suggestor if he believes that it would aid him in the evaluation process.

Section 3. Adoption or rejection of suggestions will be made in writing. The suggestor may, accompanied by a Union representative if desired, visit and ask questions of

and discuss the details of a rejection with Code 105 OMB. He may also submit, if desired, a written request for reconsideration rather than appeal or grieve.

ARTICLE 29

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. Disciplinary or adverse actions will be taken only for such cause as will promote the efficiency of the service. The penalty imposed shall be reasonable in light of all appropriate factors and circumstances of the individual case. In deciding on a reasonable penalty, the supervisor or manager shall use Appendix D as a guide. Disciplinary actions include letters of reprimand and suspensions of 14 days or less. Adverse actions include suspensions of more than 14 days, removal, furlough without pay, and reductions in grade or pay.

Section 2.a. A complete pre-action investigation will be made by management prior to initializing formal disciplinary or adverse action against an employee unless a letter of reprimand or lesser disciplinary action is going to be taken. This pre-action will include a discussion with the employee (except where the employee has absented himself from the job) so all the facts can be obtained and any extenuating circumstances can be made known to management. It is agreed that during the pre-action investigation discussion with the employee, and prior to obtaining information from the employee in connection with the pre-action investigation, he or she shall be advised of his/her right to be represented by his/her representative.

b. The parties agree that for maximum effectiveness discipline must be timely. Any proposed disciplinary or adverse action will be in writing and shall be given to the employee not later than 60 calendar days after an alleged infraction is known to management. Both parties will make every effort to meet the 60-calendar day time frame. Failing to meet the 60-day requirement for investigation does not preclude management from taking disciplinary action against the employee. If the 60-day time limit is not met, the reasons for the delay beyond 60 days will be documented in

,ne pre-action file. Documentation should address delays in the completion of the pre-action investigation and in issuing the letter of proposed decision.

c. The information collected during the pre-action investigation should suggest that an infraction has occurred.

Section 3.a. In the event a career or career conditional employee is issued a notice of proposed suspension or adverse action, the employee will be given 15 calendar days in which to respond to the proposed action orally and/or in writing to the official authorized to effect the action. An employee who desires representation in making a personal reply to a propose disciplinary action will be represented by a designated union representative. The employee will be given a minimum of 30 calendar days between the receipt of the notice of proposed action and the effective date of the action stated in the letter of decision.

b. Section 7513(b) of Title 5 of U.S. Code authorizes an exception to the 30 days advanced notice when the Agency has reasonable cause to believe that the employee has committed a crime for which a sentence of imprisonment may be imposed and is proposing a removal or suspension (including an indefinite suspension). The Agency may require the employee to furnish any answer to the proposed action, and affidavits and other documentary evidence in support of the answer, within such time as would-be reasonable, but not less than 7 days. When the circumstances require that the employee be kept away from the worksite, the Agency may place him or her in a nonduty status with pay for such time as is necessary to effect the action.

c. In grieving or appealing suspensions, the first day of the suspension is the effective date.

Section 4. All personnel involved in a disciplinary or adverse action investigation or grievance procedures thereto shall not conceal any material facts relevant to such proceedings at any time.

Section 5. A unit employee who desires redress of disciplinary action taken against him will do so by taking up the matter under the provisions of the grievance procedures in Article 31. An adverse action, which falls

within the coverage of the negotiated grievance procedure in this Agreement may, in the discretion of the aggrieved employee, be raised either under the appellate procedures of the Merit Systems Protection Board or under the negotiated grievance procedure, but not both.

Section 6. Employees are expected to pay all just debts and maintain a reputation in the community for honoring their just obligations. An employee shall not have disciplinary action taken against him for failure to pay alleged debts except when he admits his indebtedness or there is an appropriate civil court judgment rendered against him, or the indebtedness is to a Federal, State, or local agency of the Government.

Section 7. An employee will be advised that he/she may choose to be represented by a Union representative when responding to a notice of proposed adverse action. Such Union representatives will be on official time.

Article 30

UNION-EMPLOYER MEETINGS

Section 1. The Employer agrees that constructive discussions shall be scheduled at the proper levels, as the need arises, subject to the request of either party, between Union and Employer representatives for the purpose of conferring and resolving problems involving personnel policies and practices, and appropriate matters concerning employee working conditions. However, it is the intent of the parties that representatives in their designated area will work with supervisors in resolving day-to-day problems which arise.

Section 2. It is agreed that all requested meetings will be held promptly. If a meeting cannot be held promptly, once requested, the appropriate representative will be so notified.

Section 3. The Shipyard Commander and/or his designated representative shall upon request of the Area Vice

'resident, meet with the Executive Committee, for the purpose of discussing matters defined in section 1 of this article that are appropriate to the Shipyard Commander level.

Section 4. It is agreed that the Union representative, when requesting a meeting, will provide the Employer's representative with a specific agenda. It is further agreed that when the Employer prepares a verbatim record of a meeting held under this article or under the grievance procedure a copy of such record will be provided the Union.

Section 5. Notwithstanding the above provisions the primary point of contact between the Union and the Employer for the purpose of discussing questions that may arise concerning the general administration or interpretation of this Agreement shall be: for the Union, the Area Vice President or his designee; and for the Employer, the Head, Employee Relations Division (Code 1116), or his designee.

ARTICLE 31

GRIEVANCE PROCEDURE

Section 1.a. The Employer and the Union desire that all employees in the unit be treated fairly and equitably. It is the parties' intent that this grievance procedure will provide a means of resolving all complaints and all grievances under this procedure at the lowest level possible, and the Employer and the Union agree to work toward this end. This article provides the sole and exclusive procedure available to unit employees, the Union, or the Employer for processing grievances which are defined herein or for resolving questions of arbitrability. A list of matters excluded from the grievance and arbitration procedure is included in section 2 of this article.

b. A grievance as defined herein means any complaint:

(1) by any employee of the bargaining unit concerning any matter relating to the employment of the employee;

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(2) by the Union concerning any matter relating to the employment of any employee in the bargaining unit; or
(3) by an employee of the bargaining unit, by the Union, or the Employer concerning:

(a) the effect or interpretation, or claim of breach, of this collective bargaining agreement (including local memorandum of understanding); or

(b) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

c. Any employee grieving matters of prohibited personnel practice, unacceptable performance, and adverse actions may choose to process the grievance under this procedure, or applicable statutory procedures, but not under both.

Section 2. A list of matters excluded from the grievance and arbitration procedure is as follows:

e. Retirement, life insurance, or health insurance;

b. National security matters;

c. Any examination, certification, or appointment;

d. Classification of any position which does not result in the reduction in grade or pay of an employee;

e. An allegation or complaint of discrimination reviewable under 29 CFR 1614;

f. An adverse action for political activity;

g. Separation only for failure to satisfactorily complete a trial or probationary period appealable under 5 CFR 315.806 and 731.401 (pre-appointment and post-appointment);

h. Decisions of the Office of workers' Compensation Programs reviewable under 20 CFR 10;

i. Nonselection for promotion from a group of properly ranked and certified candidates; and

j. Reduction in force actions under 5 CFR 351.

Section 3. Employees using this procedure will be represented by the Union in accordance with sections 5 and 10 of this article. However, an employee may exercise his right to present a grievance to appropriate management officials without any representation in an attempt to have his grievance adjusted. However, an employee may choose to

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,e represented by the Union at any step of the grievance procedure. Any such direct adjustment may not be inconsistent with the terms of this Agreement, and the Union will be given the opportunity to have a representative present at the adjustment. Requests for a direct adjustment shall be made in accordance with the procedures, time limits, and provisions in sections 5 and 10, and the decision rendered at step 2 of section 5 and step 2 of section 10 shall be final.

Section 4. If two or more employees have identical grievances, the Union and the aggrieved employees may select one employee's grievance for processing. If the one (1) grievance is selected for processing, the outcome of that grievance shall be binding on the other employees concerned. If one (1) grievance is selected for processing, the Union will inform the Employer in writing of which employee's grievance has been selected.

Section 5. To be timely, a grievance must be initiated within 10 workdays of the incident giving rise to the grievance or knowledge of the incident. An employee and/or representative shall use the following steps in taking up a grievance to **which** this article applies, except that when initiating a grievance over a disciplinary action the grievance will begin with the level of management above that which took the action unless the department head took the action; in this case, the grievance will start with the department head.

Step 1. Any grievance that cannot be resolved informally with the immediate supervisor will be filed in writing with the employee's Branch Head, on a form mutually acceptable to the Union and to the Employer. A meeting will be held with the grievant and the Union representative and a written answer given within ten (10) workdays after receipt of the grievance.

Step 2. If the grievant is not satisfied with the settlement at step 1, he will submit his grievance to the division head within five (5) workdays of receipt of the step 1 decision. The division head will provide a written answer within five (5) of receipt of the grievance, except when a meeting is requested. In this case, five (5) additional days are allowed for the answer to provide

sufficient time to convene the meeting. The meeting may be requested by either the division head or the grievant and shall include the grievant, the Union representatives, and any witnesses in accordance with Section 14 of this Article.

Section 6. If the division head's decision does not resolve the matter, the Union may, within 30 calendar days, request arbitration in accordance with the provisions of Article 32 of this Agreement.

Section 7. Decisions at Step 2 and arbitration decisions (including settlements) **which** represent a change in practice or a clarification or interpretation of contract language will be communicated to supervision. This will not include cases involving disciplinary action against an individual employee or other matters which may constitute an invasion of privacy. When copies of grievances or decisions are distributed, such copies will be sanitized to remove the employee(s) name, check number, Social Security Number, and any other information that is subject to the Privacy Act.

Section 8. The Employer and the Union will initiate a grievance as defined herein by informing the other party (addresses: Director of Human Resources; Area vice President) in writing of the article, section, regulation, or instruction violated or misinterpreted or misapplied; the incident giving rise thereto; and the corrective action desired. Within 15 calendar days of receipt of the letter, the parties will meet in an attempt to resolve the matter. A minimum of two (2) meetings will be held within a 30-calendar day period of time, if considered necessary by either party.

a. The Human Resources Officer or his designee with other appropriate management officials will represent the Employer. The Area Vice President and other appropriate union representatives will represent the Union.

b. Witnesses having knowledge of the grievance at hand may be jointly called by the parties. If the parties cannot resolve the grievance within 30 calendar days of the last meeting held, arbitration may be invoked in accordance with the provisions of Article 32 of this Agreement.

Section 9. Failure of the Employer to meet time limits prescribed in this procedure will permit the grievant to move to the next appropriate step. Failure of the grievant or the Union, as appropriate, to meet time limits will constitute withdrawal and termination of the grievance. However, time limits in individual cases may be extended by mutual agreement of the parties.

Section 10. Merit Promotion Program grievances will be processed in accordance with the procedure in the Human Resources Service Center Operating Manual Chapter 335, Subchapter 1, Section i, paragraphs (1) and (2). As the HRSC will act as the agent of the Shipyard in making eligibility and rating determinations, the formal grievance decision of the BRSC, Code 50, will constitute the final decision in the grievance process. Upon receipt of this decision, the Union may invoke arbitration in accordance with the provisions of this Collective Bargaining Agreement.

Section 11a. Grievance(s) filed by either party shall specify the article and section, regulation or instruction violated, or contain enough information to show the grievant has a grievance as provided for in section 1.b of this article, and the corrective action desired.

b. The grievance form will be complete. If the form is not complete, the information, if available will be provided by the employee, Union, or Employer as appropriate.

c. Questions of grievability/arbitrability that cannot be resolved by the parties may be submitted directly to arbitration for resolution in accordance with this Agreement.

Section 12a. If a decision or action which causes a grievance is made above the immediate supervisor, the grievance shall begin at the step of the grievance procedure wherein the representative of the Employer has authority to effect the decision.

b. A grievance as defined herein and under this Agreement is satisfactorily settled either when the requested corrective action desired has been provided, or when the grievant (i.e., employee, Union, or Employer, as appropriate), fails to meet time limits to move to the next appropriate step of the grievance procedure or when a

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request for arbitration is not submitted within the time limit stated in Article 32 section 1.

Section 13. It is the intent of the parties to this Agreement that any dispute, subject to this grievance procedure, shall be fully discussed with the view in mind of effecting an equitable settlement. In this regard, every reasonable effort will be made to arrange and conduct grievance meetings in an atmosphere free from hostility and personal attack. Management shall upon the Union's request, provide payroll and other relevant records at any grievance meeting for the purpose of substantiating the contentions or claims of the parties insofar as permissible without violating laws or Government regulations.

Section 14a. At meetings held under the grievance procedure stated in section 5 of this article, witnesses may attend if:

(1) they have personal knowledge of the matter being grieved;

(2) the witness has not already given a written statement concerning knowledge of the matter; and

(3) the information involved is not repetitive of information already available.

b. Witnesses attending meetings will be compensated in accordance with applicable regulations.

c. It is agreed and understood that the Union will be given a copy of all witnesses' statements who are not going to appear at the grievance meeting. The Union will be given an opportunity to interview the above witnesses in regard to their knowledge of the matter prior to the grievance meeting provided the Union offers evidence to indicate the statements are inaccurate or incomplete.

ARTICLE 32

ARBITRATION

Section 1. When a matter taken up under the provisions of the negotiated grievance procedure (Article 31 of this Agreement) is not satisfactorily settled, the party who initiated the grievance (the Employer or the Union) may take

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matter to binding arbitration. The party requesting arbitration shall so inform the other party in writing within thirty (30) calendar days following receipt of the final decision provided for in Article 31 of this Agreement; or within thirty (30) calendar days following the last discussion provided for in Article 31, Section 8 of this Agreement, as appropriate.

Section 2. Within five (5) working days from the date of the written notice for arbitration, the parties shall jointly or individually request the Federal Mediation and Conciliation Service to provide a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within three (3) working days after the receipt of such a list. If they cannot mutually agree upon one of the listed arbitrators, the Employer and the Union will each strike one arbitrator's name from the list of five (5) and will then repeat this procedure. The remaining person shall be the duly selected arbitrator. In all cases, a coin will be flipped to determine which party will begin the striking procedure.

Section 3.a. No later than 15 calendar days prior to the scheduled hearing date, the parties will jointly submit the case file, any prehearing submissions jointly agreed to, and any joint statement of the issue at dispute (unless either party alleges a question of arbitrability) to the arbitrator who is to hear the case. In the event that there are several cases involving the same issues or the same factual situation, a single arbitrator may be requested to hear and decide all such cases, if jointly agreed to by the parties.

b. Grievability or arbitrability disputes may be referred to an arbitrator for resolution under this article. The arbitrator shall decide the grievability or arbitrability issues first and issue a bench decision. If the dispute is found to be grievable/arbitrable, the arbitrator will be authorized to decide any remaining issue(s) in the original dispute.

Section 4. The arbitrator's fee and expenses will be shared equally by the Employer and the Union. An official transcript will be made if requested by either party. The Employer will arrange for transcription of the hearing by a

qualified court reporter. One copy of the transcript will be provided to the arbitrator and the requesting party. Expenses for the transcription, reporter's attendance, and two (2) copies of the transcript will be borne by the requesting party. The party not desiring the transcript must specify in writing in advance that a transcript is not desired, and that party will not share in the cost of the transcript nor will a copy of the transcript be provided to that party. However, this party may subsequently request a copy of the official transcript in which case will share the cost (1/2) of producing the transcript (reporter's attendance, time to produce transcription, and the three (3) copies of the transcript).

Section 5.a. The arbitration hearing will be held at the Norfolk Naval Shipyard during regular day shift work hours on Monday through Friday. The starting time of the hearing will be mutually agreed to by the parties and that time shall be jointly communicated to the arbitrator. Up to two unit employees and a reasonable number of unit employee witnesses shall be excused from duty to participate in the arbitration hearing without loss of regular pay or charge to annual leave. Unit employee witnesses must have personal knowledge of the facts in dispute in order to testify.

b. Five (5) workdays in advance of the hearing each party will submit to the other party the identity of those shipyard employees each party desires to testify at the hearing. The Employer will arrange to release from work those witnesses the Employer agrees are required to testify. Should the Employer and the Union fail to agree on the number of witnesses to be released from work, the Employer and the Union will jointly request the arbitrator to determine the necessity of the witnesses in dispute. Each party will bear the costs of its own non-employee representative and/or non-employee witnesses. The parties may mutually agree to extend the hearing process beyond normal working hours; however, it is understood that no pay entitlement will accrue to the Union representative or its witnesses if the hearing process extends beyond normal working hours.

Section 6. The arbitrator has the authority to interpret the Agreement, laws, or regulations as applicable to the particular case under consideration. It is understood

;e arbitrator has no authority to add to, subtract from, or modify any terms or provisions of this Agreement.

Section 7. Either party to this Agreement may file exceptions to an arbitrator's award under regulations prescribed by the Federal Labor Relations Authority for this purpose. Notice of intent to file such exceptions will be provided the other party within fifteen (15) calendar days of issuance of the award.

Section 8. The time limits provided herein may be extended by mutual agreement of the parties.

Section 9. A pre-arbitration conference will be held at least ten (10) work days prior to the scheduled hearing if either party so requests. The purpose of the pre-arbitration conference is to give the Shipyard and Union one final opportunity to resolve the dispute without intervention. Attendance at the meeting will be limited to the employee grievant, if applicable, the Area Vice President and one representative. Code 1116 (or his designee) and other management officials will represent the Employer.

ARTICLE 33

TRAVEL

Section 1. It is the policy of the Employer that to the maximum extent practicable events be scheduled at such time as to avoid the need for an employee to travel on his own time.

a. Travel outside of the regular duty hours away from the employee's official duty station which conforms to one or more of the following criteria is compensable as employment. The travel-

(1) Involves the performance of actual work while traveling;

(2) Is incident to travel that involves the performance of work while traveling;

(3) Is carried out under such arduous and unusual conditions that the travel is inseparable from work; Or

(4) Results from an event which could not be scheduled or controlled administratively.

If one or more of the above conditions is met, and the employee is required to travel from his residence to a work site and the employee travels by automobile, the time consumed will be compensable as employment up to a maximum limit payable of the estimated travel time from the Shipyard to the point of destination.

b. It is understood that notwithstanding the conditions in paragraph a. of this section, travel away from the regular post of duty that occurs during the normal work hours but on a non-workday will be counted as hours of work for the purpose of determining entitlement to overtime pay for nonexempt employees under the provisions of the Fair Labor Standards Act (FLSA).

Section 2.a. When an employee is required to travel outside of the commuting area during his non-duty hours and overtime for such travel cannot be paid, the Employer agrees to record the reasons for ordering travel during non-duty hours and upon request furnish a copy to the employee.

b. In assigning employees to work sites, other than the Shipyard, within the commuting area, the Employer will determine whether the employee will report directly to the worksite at the beginning of the shift or report in to the Shipyard for assignment.

c. The commuting area includes all military and non-military installations in the Tidewater area except for Naval Weapons Station, Yorktown and Reserve Fleet, James River.

Section 3. The Employer agrees that when an employee is assigned to travel outside the commuting area as much advance notice as possible will be given the employee. It is further agreed that before such employee departs from the Shipyard, the Employer will provide all available information to the employee relative to the purpose of the

,el, anticipated duration of the assignment, mode of transportation, arrangements made, if any, for quarters, meals, and transportation.

a. For all future travel assignments, the following rules will be used:

1. A volunteer list will be posted in Code 105.3 work areas for a period of at least one (1) week prior to the actual selection of personnel, time permitting.

2. Volunteers will be given priority for travel according to their service computation date.

3. Selectees from the volunteer list will be chosen based on seniority. Therefore, the most senior person will be chosen first.

4. Management will reserve the right to select personnel for special emphasis work based on training, experience, and dependability. A special emphasis job is defined as one that requires mockup or other special training.

5. If there is an insufficient number of volunteers, then personnel will be selected and assigned involuntarily using seniority: the least senior person will be selected first.

6. Exemptions from travel for personal reasons may be granted when the mission allows. Exemptions will be requested in writing with supporting documentation, and will be retained by the Employer for a reasonable period of time, relative to the circumstances of the travel assignment and the nature of the exemption. The basis of the exemption from travel will be explained to the Union Area Vice President upon request, unless the exempted employee has asked that the reasons remain confidential.

7. Personnel who have traveled and have fulfilled the travel assignment will not be assigned to travel a second time until all other technicians have either traveled or been exempted by management.

8. The following guidelines are to be followed in the event all Code 105.3 personnel have traveled or been exempted from travel: (a) volunteers will be given priority as referenced in these travel rules; (b) in the event there is an insufficient number of volunteers, selection of personnel for travel assignment will be based on travel return dates. The earliest return date will be the first

selected (c) In the event travel return dates are the same, the rules governing seniority will be followed.

9. Shift assignments and overtime rules for NNSY jobs will be in accordance with presently imposed rules.

10. Shift assignments and overtime for personnel on loan to other shipyards will be at the discretion of that organization.

11. Overtime and shift work performed while in travel status will be credited to the employee at home.

12. The length of travel assignments will be limited to a period not to exceed sixty (60) days. Extensions may be granted, if requested.

13. Management will maintain records associated with travel assignments and will make them available to the Union upon request.

14. It is understood that the provisions of this section only apply when travel orders are issued (travel trips covered under Article 16 are excluded).

Section 4. The Employer will make every effort to issue travel orders sufficiently in advance to permit the employee to obtain transportation request and advance per diem during regular duty hours prior to departing the Shipyard. In individual cases, an employee may be authorized the use of a rental car if in the Employer's judgment the travel assignment warrants approval. Qualified Employees may be issued a Government charge card for official Government business in accordance with the Joint Travel Regulations (JTR). Government charge cards are to be used for official Government business only.

Section 5.a. It is understood that from time to time employees will be required to work away from the official duty station at other military and non-military installations or ships within the commuting area. In such cases, the Employer will determine whether the employee so assigned will first report to the Shipyard and then be transported by Government vehicle or whether the employee will be required to report directly from his residence to the work destination at the scheduled start of his shift. When an employee is required to report directly to the work site away from the Shipyard, he/she may request use of his/her privately owned vehicle. When the Employer

termines it is advantageous to the Government to do so, Employer will reimburse the employee on a mileage basis accordance with Joint Travel Regulations (JTR), Part H. It is understood that the employee will remain at the work site until the end of his/her scheduled shift unless otherwise directed or authorized by the Employer.

b. It is understood that the provisions of this section apply only in those situations where it is known in advance that the assignment will not exceed 6-weeks duration.

c. It is understood that when making job assignments away from the official duty station at other military and non-military activities within the commuting area, due consideration will be given to hardships that may be placed on the employee. However, this consideration will not interfere with the Employer's right to make job assignments.

Section 6. The employee is responsible for filing a travel claim promptly upon return travel. The Employer agrees to forward travel claims to the appropriate paying office within five (5) calendar days from date the travel claim is completed, signed and submitted to the department personnel clerk by the claimant. Unit employees will be furnished information regarding the procedures for filing travel claims through use of traveler's envelope - official papers, form 5ND NNSV 4650/10.

Section 7. The Union will be notified and given an opportunity to have a representative present for all travel briefings with employees in connection with travel assignments.

ARTICLE 34

PAYROLL WITHHOLDING OF DUES

Section 1. It is agreed that unit employees who are members in good standing may authorize the payment of their dues to the Union through payroll withholding.

Section 2. A dues withholding authorization form endorsed by the Union may be submitted to the Employer at any time. Such allotment shall become effective at the beginning of the first pay period after receipt of the allotment form (standard form 1187) by the payroll office of the Employer. Authorization forms should be submitted to the payroll office.

Section 3. Any such allotment of dues may not be revoked by the employee until the deductions have been in effect for a period of one (1) year. Dues deductions that have been in effect for at least one (1) year may be terminated upon request of the employee. The employee must deliver notification to the Shipyard payroll office. The payroll office will provide the union copy of the cancellation to the Union.

Section 4. No deductions shall be made when the employee's net earnings (after all legal and required deductions) are insufficient to cover the full withholding or when the employee is in a non-pay status for the entire pay period.

Section 5. A change in the amount of the union dues withheld by the Employer may be made once in any 12 month period, and will be effective at the beginning of the first appropriate full pay period after receipt by the payroll office of the Union's written notice of change.

Section 6. It is agreed and understood that the Union shall outside of working hours:

a. Purchase the prescribed allotment form (SF-1187) and distribute the form to unit members.

b. Inform and educate unit members on the program for allotments for payment of dues and the uses and availability of the required form.

c. Complete Section A of SF-1187 including certification and endorsement by the Union for union dues to be deducted each biweekly pay period.

d. Furnish the Employer's payroll office with three (3) current signature cards of the Union official authorized to certify the SF-1187.

e. Notify the Employer's payroll office in writing within ten (10) calendar days after a unit member who has

authorized dues withholding is suspended or expelled from the Union.

f. It is further agreed that any such allotment shall be made at no cost to the Union or the employee.

section 7. It is agreed and understood that the Employer shall:

a. Process voluntary dues withholding authorization requests.

b. Draw and submit a check to the secretary/treasurer of the Union in the amount of the total deductions for the respective payroll period.

Section 8. An employee's dues withholding allotment will be terminated at the start of the first pay period following the pay period during which any of the following events occurs:

a. Change of position of the employee to a position not included within the bargaining unit, including temporary promotions and official details;

b. Separation of the employee from Federal service;

c. Transfer of the employee to an activity other than the Norfolk Naval Shipyard;

d. Certification by the Union to the payroll office that the employee is no longer a member in good standing of the Union;

e. Loss of exclusive recognition by the Union.

Employees temporarily promoted or on official detail to positions outside the bargaining unit may maintain good standing as a member of the Union by the payment of dues to the Union by cash or check.

ARTICLE 35

DURATION AND CHANGES

Section 1. This Agreement as executed by the parties shall remain in full force and effect for three (3) years

from the date of its approval by the Department of Defense. Furthermore, it is provided that this Agreement in its entirety shall terminate at any time it is determined that the Union is no longer entitled to exclusive recognition under P.L. 95-454, Title VII. At the request of either party, the parties shall meet to commence negotiations on a new Agreement no later than 60 days prior to the expiration date of this Agreement.

Section 2. This Agreement, except for its duration period as specified in section 1 of this article, is subject to opening only as follows:

a. Amendment(s) may be required because of changes made in applicable laws or executive orders after the effective date of this Agreement. In such event, the parties within 30 days after affected date of change, will meet and begin negotiating new language that will meet the requirements of such laws or executive orders. Such amendment(s) will be duly executed by the parties and become effective on a date or dates agreed to as being appropriate under the circumstances.

b. It may be opened for amendment(s) by the mutual consent of both parties at any time after it has been in effect for at least six (6) months. Requests for such amendment(s) by either party must be in writing and addressed to Code 1110 of the Employer or the Area Vice President of the Union and must include a summary of the amendment(s) proposed. The parties shall meet within ten (10) workdays after receipt of such notice to discuss the matter(s) involved in such request(s). If the parties agree that opening is warranted on any such matter(s), they shall proceed to negotiate on amendment(s). No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendment(s) as agreed to will be duly executed by the parties and shall be subject to ratification by the unit membership and approval by the Department of Defense.

c. By mutual consent it shall be opened for amendment within 30 calendar days after receipt of any order, instruction, or regulation of the Office of Personnel Management, or the Department of Defense which substantially alters the discretionary authority of the Employer with regard to any item. Requests for such amendment(s) must include a summary of the amendment(s) proposed, and make

reference to the appropriate order, regulation, or instruction upon which each such amendment(s) request is based. The parties shall meet within 14 calendar days after mutual agreement to reopen negotiations on such matters. No changes shall be considered except those bearing directly on and falling within the scope of such order, regulation, or instruction, and the discretionary area(s) which the same delegates to the Employer. Such amendment(s) as agreed to by the parties will be duly executed by the parties.

Section 3. No agreement, alteration, understanding, variation, waiver, or modification' of any terms or conditions contained herein shall be made by any employees or group of employees with the Employer and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties.

Section 4. The waiver of any condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

APPENDIX A

UNION REPRESENTATIVE PASS

UNION REPRESENTATIVE'S NAME: _____
 BADGE NO. _____ DATE _____
 / REQUEST PERMISSION TO LEAVE MY WORKSITE FOR THE PURPOSE STATED BELOW UNDER THE TERMS OF THE LABOR-MANAGEMENT AGREEMENT BETWEEN THE UNION AND THE EMPLOYER. ESTIMATED TIME _____

I HAVE CONTACTED _____

(SUPERVISOR/MANAGER OR EXECUTIVE COMMITTEE MEMBER)
 AND OBTAINED AUTHORIZATION TO MEET WITH AN EMPLOYEE AT _____

(LOCATION) _____ (TIME) _____ (DATE) _____

CONTACT EMPLOYEE _____ SCHEDULED GRIEVANCE MEETING _____
 INVESTIGATE GRIEVANCE _____ FORMAL INVESTIGATIVE DISCUSSION _____
 PREPARE FOR ARBITRATION _____ CONSULTATION WITH MANAGEMENT _____
 ATTEND COMMITTEE MEETING _____ CONSULTATION WITH EXECUTIVE COMMITTEE MEMBER _____
 RESEARCH/PREPARE GRIEVANCE _____ OTHER (SPECIFY) _____

REPRESENTATIVE'S SIGNATURE: _____
 PERMISSION GRANTED _____ DENIED _____ (IF DENIED, STATE REASON) _____

SUPERVISOR'S SIGNATURE _____ DATE _____

AREA VISITED/TIME/SIGNATURE OF POINT OF CONTACT (MANAGEMENT/UNION OFFICIAL) _____

AREA VISITED/TIME SIGNATURE OF POINT OF CONTACT (MANAGEMENT/UNION OFFICIAL) _____

AREA VISITED/TIME SIGNATURE OF POINT OF CONTACT (MANAGEMENT/UNION OFFICIAL) _____

..... ..

JOB ORDER _____
 TIME LEFT JOB SITE: _____
 TIME RETURNED: _____

TOTAL TIME CHARGED: _____ SUPERVISOR'S INITIAL: _____

 DISTRIBUTION: ORIG. (UNION REP.); ONE COPY (SUPV. FILE); ONE COPY (PERSONNEL)

APPENDIX B

GRIEVANCE FORM

NNSY/IPFTE 111 RCTs NEGOTIATED GRIEVANCE PROCEDURE NOSY 12770/___

DATE _____

FROM: (Grievant) _____ Check No. _____

IMMEDIATE SUPERVISOR _____

TO: (Branch Head) _____ Step No. 1

ARTICLE(S) AND SECTION(S) GRIEVED _____

DATE OF INCIDENT OR KNOWLEDGE OF INCIDENT _____

PRECISE NATURE OF GRIEVANCE (i.e. specifics: name, dates, times, places) _____

CORRECTIVE ACTONS DESIRED _____

EMPLOYEE'S SIGNATURE _____ REP. SIGNATURE _____ VICE PRES. SIGNATURE _____

DECISION - STEP I (If grievance denied, state reasons) _____

SIGNATURE _____ TITLE _____ DATE _____

TO: (Division Head) DATE _____ Step 2 MEETING REQUESTED: Yea No

DECISION - STEP 2 (If grievance denied, state reason.) _____

SIGNATURE _____ TITLE _____ DATE _____

Appendix C
Guide For Interest Based Bargaining

A. BARGAINING PRINCIPLES:

1. Focus on issues, and not personalities.
2. Focus on interests, and not positions.
3. Create options to satisfy both mutual and separate interests.
4. Use standards to judge options.

B. ASSUMPTIONS:

1. The Interest Based Process can result in mutual gain;
2. Produce creative solutions which contribute to the success of the organization;
3. Produce solutions which the parties are motivated to uphold; and
4. Improve the relationship between the parties.
5. Open and honest discussion reveals mutual interests and expands options.

C. DEFINITIONS:

1. **ISSUE:** The topic or subject of the discussion or negotiations; usually stated in broad terms.
2. **INTEREST:** The concerns, problems, needs and desires behind the issue - why the parties care about the issue. The lists of interests over which the parties bargain may include MUTUAL INTERESTS (both parties have identified).
3. **OPTIONS:** Potential solutions that can satisfy an interest.
4. **STANDARDS:** Objective considerations or criteria used to compare and judge the effectiveness of the options. Examples of standards include: legal, practical, efficient, economical, workable.
5. **CONSENSUS:** General agreement; all members agree upon a single alternative and are willing to support it as the best solution at the time.
6. **RATIONALE:** An explanation of the reasons, principles, practices for the agreement.

STEPS IN THE PROCESS:

1. SEPARATELY: PREPARE FOR USING THE PROCESS.
 Educate the constituents and principals on the process and solicit their issues and interests.
 Provide training in the process to the team as necessary.
 Develop a list of issues and interests.
2. JOINTLY: PRESENT LISTS OF ISSUES AND INTERESTS.
 Discuss the issues and interests with the other party.
 Explain the issue in terms of the interests - identified.
 Seek clarification of expressed interests as needed.
3. SEPARATELY: EXPLORE THE ISSUES
 Brainstorm: Develop interests for each issue identified by both parties.
4. JOINTLY:
 Review mutual interests.
 Discuss and clarify expressed interests as needed.
 Generate options to satisfy each interest:
 Brainstorm.
 Establish standards to judge the options.
 Generate possible standards: Brainstorm.
 Agree on specific standards: Consensus.
 Apply criteria to each option: Does it fit?
 Yes or no.
 Combine or revise options as appropriate:
 Consensus.
5. CAPTURE THE AGREEMENT IN WRITING.
 A subcommittee may be appointed to write proposed language.
6. DEVELOP A JOINT RATIONALE FOR THE AGREEMENT.
 Rationale captures the parties' intent behind the options adopted and clarifies how the language is to be interpreted.
 Rationale may be written by the subcommittee.
7. JOINTLY
 Review the language and revise as needed.
 Agree on the final language and rationale by consensus.

E. DEVELOPING STANDARDS:

1. Standards are created by the parties to help them determine which option or options will be best to satisfy their interests.
2. Once a tentative list of standards has been developed, the parties should use consensus to reduce the list:
 - a. eliminate or combine redundancies
 - b. eliminate any that are not truly standards
 - c. decide which are too difficult to apply
 - d. determine which are most relevant to the issue under discussion.
3. Once a workable list of standards has been agreed by consensus, the parties can use them to judge the options using a matrix format.

F. SAMPLE MATRIX:

OPTIONS

<u>STANDARDS</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	
Legal					
Efficient					
Workable					
Etc.					

G. GUIDELINES FOR REACHING CONSENSUS:

1. Pay attention to others.
2. Encourage participation.
3. Share information.
4. Don't agree too quickly.
5. Don't bargain or trade support.
6. DON'T VOTE.
7. Treat differences as opportunities for strengthening the process.

8. Create a solution that can be supported.
9. Avoid arguing blindly for your own views.
10. Seek a solution that benefits both parties.

H. ROLE OF THE FACILITATOR:

1. Watch and Maintain the Process
2. Keep the group on the issue.
3. Encourage everyone's participation.
4. Timekeeper: Keep the process moving.
5. Keep the record.
6. Check for consensus.

APPENDIX D
GUIDE FOR DETERMINING REASONABLE PENALTIES IN
DISCIPLINARY AND ADVERSE ACTIONS

Supervisors and managers are responsible for selecting the appropriate penalty when taking disciplinary or adverse actions. The supervisor or manager should exercise responsible judgement in each case, based on specific, individual considerations, rather than acting automatically on the basis of generalizations that may be unrelated to the facts of the individual situation. In deciding the penalty, the supervisor or manager should conscientiously consider the relevant factors among those listed below and attempt to strike a responsible balance within the tolerable limits of reasonableness. While this list is not intended to include every possible factor that might be properly considered, the following are generally recognized as relevant.

1. The nature and seriousness of the offense and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated.
2. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public and prominence of the position.
3. The employee's past disciplinary record.
4. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability.
5. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisor's confidence in the employee's ability to perform assigned duties.
6. Consistency of the penalty with those imposed upon other employees for the same or similar offenses.
7. Consistency of the penalty with the Shipyard table of penalties.

8. The notoriety of the offense or its impact upon the reputation of the agency.

3. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question.

10. Potential for the employee's rehabilitation.

11. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, bad faith, malice, or provocation on the part of others involved in the matter.

12. The adequacy and effectiveness of alternative penalties or sanctions to deter such conduct in the future by the employee or others.

Not all of these factors will be pertinent in every case, and frequently in the individual case some of the pertinent factors will weigh in the appellant's favor while others may not or may even constitute aggravating circumstance. Selection of an appropriate penalty must therefore involve a responsible balancing of the relevant factors in the individual case. The requirement is not to strike an exact balance, but to assure that the penalty can be shown to be reasonable in light of all the pertinent factors.


The pertinent factors are not to be evaluated mechanically by any predetermined formula. For example, factor 6 above does not require mathematical rigidity or perfect consistency regardless of variations in circumstances or changes in prevailing regulations, policies, standards, or mores. Rather, a "surface consistency" should be avoided in order to allow for consideration of all relevant factors. Also, with regard to factor 7, the table of penalties should not be applied so inflexibly as to impair consideration of other factors relevant to the individual case.

Whenever the action is based on multiple charges, the supervisor or manager should consider whether the penalty would still be reasonable if any of the charges were not sustained.

Ultimately, the deciding official bears the burden of demonstrating the penalty is reasonable if the employee files a grievance or appeal over the action. In many cases, the penalty is not specifically challenged and the deciding official will need only to show that he conscientiously considered the pertinent factors in assessing the penalty. In cases where the penalty is challenged as being unreasonable, any factual matters that were considered in deciding the penalty will need to be proven. For example, if poor work performance is to be cited as weighing against the employee, the employee's performance ratings will be needed to support that.

In witness thereof the parties hereto have executed this agreement on the 6th day of March 1998.

For the International Federation
of Professional and Technical
Engineers, Local I (RCT)



R. S. Meaton Jr.
Area Vice President (RCT)
Chief Negotiator

For the Norfolk Naval Shipyard

12-r_K,AAck

Timothy E. Scheib
Captain, USN
Commander
Norfolk Naval Shipyard

Shirley S. Olden
Member, Negotiating Committee

S. Lane Pittma
Chief Negotiator

12.3.a
Timothy J. Perry
Member, Negotiating Committee



Bernard G. Pittma
Negotiating Committee


Thomas L. Little Jr.
Member, Negotiating Committee

12.3.b
Deke C. King
Negotiating Committee

12.7.b #-?
Alfred J. Ellfrei Jr.
IFPTE Staff Representative