



DEPARTMENT OF THE NAVY
PORTSMOUTH NAVAL SHIPYARD
PORTSMOUTH, NH 03804-5000

12711^{IN REPLY REFER TO:}
Ser 1100/133

MEMORANDUM OF AGREEMENT
BETWEEN
COMMANDER, PORTSMOUTH NAVAL SHIPYARD
AND
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS,
(LOCAL 4)

Subj: AMENDMENTS TO 2020-2023 COLLECTIVE BARGAINING AGREEMENT
RESULTING FROM EXECUTIVE ORDER 14003

Ref: (a) 2020-2023 Collective Bargaining Agreement
(b) Executive Order 14003

Encl: (1) 2020-2023 Collective Bargaining Agreement Article 4

1. Purpose. This Memorandum of Agreement (MOA) is entered into between International Federation of Professional and Technical Engineers, (IFPTE) and Portsmouth Naval Shipyard (PNS) (Agency), collectively known as "The Parties" to bring reference (a) into compliance with reference (b). The parties agree to the following:

a. Strike "(on non-duty time)" from Article 3, Section 1a of reference (a).

b. Replace Article 4 of reference (a) with enclosure (1).

c. Strike Article 7, Section 3l and Section 3m of reference (a).

d. Insert "Union Office. The Union offices and Union meeting hall are located on the first floor of M3 (Marine Barracks) east side. There are four private offices and one semi-private office. All offices and the Union hall have locking doors that are controlled by the Union for egress and access. There are three bathrooms (normal furnishings) with two located in the office spaces and one located in the Union meeting hall. There is a kitchenette inside the office space. Kitchen appliances are supplied and maintained by the union. The Union pays no rent or fee to the Agency for the use of the Union Office or Union meeting hall." As Article 34, Section 11 of reference (a).

e. Insert "Equipment. Each of the five offices are equipped with Agency provided telephones, NMCI (or latest contractor provided) computer work stations, and monitors. The computers have the same software, connectivity, and hardware as what is provided

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to all IFPTE, Local 4 bargaining unit members. One networked printer is provided by the Agency for printing from the five connected computer work stations. Normal office supplies (paper, ink, computer peripherals, etc.) are supplied by the Agency at no expense to the Union. One commercial grade high speed photocopier is provided by the Agency and this photocopier is similar or equal to those found in IFPTE, Local 4 bargaining unit member office spaces. The Agency shall provide cleaning services and supplies as provided in other IFPTE bargaining unit member office spaces." As Article 34, Section 12 of reference (a).

f. Insert "Parking. There are seven dedicated parking spaces provided by the Agency to the Union for their exclusive use directly behind and adjacent to the Union office at M3. The Agency provides and maintains signs on each parking space that states, 'IFPTE Parking 24/7' with one sign stating 'IFPTE President 24/7.'" As Article 34, Section 13 of reference (a).


g. Insert "E-mail. The Agency allows the Union and IFPTE, Local 4 bargaining unit members to use their PNS email for communicating labor relations matters." As Article 34, Section 14 of reference (a).

h. Amend Article 35, Section 1 of reference (a) to extend the duration of reference (a) two years from the date the Department of Defense approves this agreement.

2. Effective Date: The effective date of this agreement is immediate upon signatures.

3. This MOA serves as an interim agreement until the amended collective bargaining agreement is printed and distributed. The amended agreement will be signed by the President of IFPTE Local 4 and the Shipyard Commander. The Agency shall print updated copies of reference (a) and provide IFPTE with 500 4" x 6" copies. Upon distribution of paper copies of the amended agreement, this MOA shall expire.

E. J. JAMES
President, IFPTE, LOCAL 4


D. M. SCHUSSLER
By Direction 10/12/2021

2020-2023 Collective Bargaining Agreement Article 4

UNION REPRESENTATION

Section 1. The employer recognizes the following Union officials, hereinafter referred to as "Union Representatives", as authorized to perform "Representational Functions" as further delineated in this Article:

a. "Officers" are elected positions and include the President, First Vice President, Second Vice President, Third Vice President, Secretary, Treasurer, and six (6) Executive Councilors.

b. "Stewards" are appointed positions and include those Union officials designated as Chief Stewards by the Union.

Section 2. Acknowledging that open and frank communication between the Employee, Employer, and Union facilitates the implementation of this Agreement and recognizing that Bargaining Unit members are scattered in locations throughout the Shipyard, communicators, hereinafter referred to as "Area Agents", are recognized in the facilitation of that interaction. It is mutually agreed that Area Agents do not perform representational functions and hence, their endeavors may not be done on official time or while in a duty status and are limited to the following:

a. Maintaining the Union Bulletin Board located in that facility;

b. Distributing the Union mail; and

c. Communicating to a Union Representative the need for representational functions when deemed necessary.

Section 3. The Union shall provide the Employer (Director of HRO), in writing, and shall maintain with the Employer, on a recurring basis, a complete list of all Union Officers, Stewards and Area Agents. If the President/First Vice President is/are absent for more than eight (8) hours on TDY/leave, the Union will advise the Employer if an alternate will act in his/her absence. It is agreed that the Union will guard against overloading any one organizational segment with stewards and/or full time representatives.

Section 4. Representational Functions include duties such as discussion, investigation (i.e. research), consultation,

documentation, representation, and presentation with employee(s), management, fellow Union Representatives, and/or third party. Representational Functions are authorized pursuant to or consistent with (1) Title 5 United States Code, (2) IFPTE and PNS Agreement, or (3) other applicable statutes, regulations, or executive orders. These representational functions include, but are not limited to, the following:

- a. Complaint(s), potential grievance(s), or an actual grievance(s).
- b. Discrimination complaint or appeal from adverse action or grievance.
- c. New or change to an instruction or plan that affects Conditions of Employment.
- d. Formal discussions or negotiations with management.
- e. Consultative meetings as a partner with management as mutually agreed by both parties.
- f. Meetings and appointments, such as RIF Representative, pertaining to Union representation as directed by the IFPTE Local 4 President.

Section 5.

a. The use of official time will be consistent with both the rights of the employee to be represented and the efficient operation of the Shipyard. The Union agrees to guard against the use of excessive time for such activities; that its representatives will conduct their business with dispatch and will use only the amount of official time which is necessary in light of the business to be transacted; and will assure that all Union officers and stewards engage only in those activities on official time which are authorized by the AGREEMENT and the Statute, as amended.

b. Official time is not authorized for activities such as meetings with National representatives unrelated to employee representational activities; preparation of unfair labor practice (ULP) charges or the Union's case on ULP charges; Union conventions and press conferences and similar activities. Official time for preparation of employees' appeals or preparation for midterm negotiation meetings will be allowed as authorized in Section 5.a.

c. The Union agrees that prior to performing appropriate business described in Section 4, non full-time Union Representatives shall request the permission of their immediate supervisor to leave their job and/or work location. Permission will be granted promptly and shall not be unreasonably denied unless such absence would cause an undue interruption of work. Request for permission to leave the job and/or work location shall include a description of the nature of the business to be transacted, the grievant's/complainant's immediate supervisor and work location, and the approximate duration of the absence. If he/she cannot be spared at the requested time, the supervisor shall inform the Union Representative of the reason(s) why he/she cannot be spared, and of the time he/she can be granted permission to leave the job and/or work location. Contacts between bargaining unit members and Union Representatives will normally take place within the immediate vicinity of the member's work area. Before entering the work areas to perform the activities listed in Section 4, the Union Representative will in advance of entry, contact the immediate supervisor of the unit member to be visited, request permission to visit the employee, and explain the purpose of the visit. Upon completion of the business for which he/she was excused, the Union Representative shall report directly back to his/her supervisor.

Section 6. The Employer agrees that officers of the Union, national officers of IFPTE, and other duly designated representatives of the Union who are not active employees of the Shipyard, shall be admitted to the Shipyard, upon Union request to the Employer (HRO), in accordance with Shipyard security regulations. The Employer reserves the right to request that such visitors be escorted by a representative of the Employer during visits to the Activity.

Section 7. The Employer agrees that Union Representatives, except in emergencies or for short periods of unusually high priority work, will normally only be required to rotate work shifts and change work areas where normal duties of the position require work rotation. The phrase "work rotation" means taking turns with one or more other employees in a planned schedule of working assignments which results in periodic change to the employee's basic shift or work week. In the event such a change to the work shift or work area of a Union Representative is necessary, the Employer agrees to notify the Union normally in advance.

Section 8. The Employer agrees that if they can be spared from their work assignments, Union Representatives shall be granted a reasonable amount of annual leave or leave without pay upon request to their immediate supervisor, for the purpose of carrying out Union activities for which official time is not allowable, but which may be performed during normal working hours.

Section 9. It is agreed that internal Union business will not be conducted on official time or during duty hours.

Section 10. Official Time (government time with pay and benefits) will be "allowed" for Union Representatives to perform Representational Functions as previously listed.

a. The number of full-time representatives for the Union will be five (5). The full-time representatives will consist of the President, the First Vice-President, and three (3) others as selected by the Union. The Union will inform the Employer of the names of the full-time Union Representatives. Official time will accrue at the rate of eighty (80) hours per pay period for each full-time representative. Such time will be charged to a unique job order that the Employer shall designate.

b. The Union will be granted a pool of official time hours not to exceed 2100 in number per year of the contract. These hours will be for the non full-time Union Representatives to perform authorized Representational Functions as authorized by the AGREEMENT. Such time will be charged to a unique job order that the Employer shall designate. If the pool of official time hours is exhausted, any remaining appropriate business conducted by non full-time Union Representatives will be on annual leave or leave without pay (whichever the elected/appointed official elects) subject to supervisory approval. The pool of official time for the year this MOA is signed will be prorated.

c. The total number of Stewards appointed by the Union shall not exceed fifteen (15).