

Portsmouth Naval Shipyard and International Federation of
Professional and Technical Engineers, Local 4
2020 Collective Bargaining Agreement

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PREAMBLE

The following constitutes an AGREEMENT by and between the Portsmouth Naval Shipyard, Portsmouth, New Hampshire, hereinafter referred to as the "Employer" and Local 4, International Federation of Professional and Technical Engineers, hereinafter referred to as the "Union."

Whenever language in this Agreement appears to assign specific duties to individuals, it is intended only to provide a guide as to how a situation is to be handled. Management retains the right to determine who will perform specific duties.

ARTICLE 1- UNIT DESIGNATION

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; and the Union recognizes the responsibilities of representing the interests of all such employees without discrimination and with-out regard to labor organization membership, with respect to grievances, personnel policies, practices and procedures or other matters affecting their conditions of employment, subject to the express limitations set forth elsewhere in this AGREEMENT.

Section 2. The unit to which this AGREEMENT shall apply is composed of all General Schedule professional and nonprofessional technical employees in the engineering sciences and associated fields in the Portsmouth Naval Shipyard but excluding supervisors, managerial executives, and all employees in SUBMEPP. (See Appendix 6)

ARTICLE 2- RIGHTS OF EMPLOYER

Section 1. In accordance with the Statute nothing in this AGREEMENT shall affect the authority of the Employer:

a. to determine the mission, budget, organization, number of employees, and internal security practices of the Shipyard; and

b. in accordance with applicable laws--

(1) 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;

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

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

(a) among properly ranked and certified candidates for promotions; or

(b) any other appropriate source; and

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

ARTICLE 3- RIGHTS OF EMPLOYEES

Section 1. It is agreed that employees in the unit shall have the right to join or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under the Statute, such rights include the right:

- a. To act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to heads of agencies and other officials of the executive branch of the Government, the Congress (on non-duty time), or other appropriate authorities; and
- b. To engage in collective bargaining in a manner consistent with provisions of the Statute.

Section 2. The parties agree that the rights described in Section 1 above do not extend to participating in the management of the Union or acting as a representative of the Union by an employee, if such activity could result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

Section 3. Any employee covered by the terms of this AGREEMENT shall, while on detail or temporary assignment to another activity, conform to the rules and regulations in effect at the activity to which temporarily assigned. The employee shall, however, retain certain rights and benefits provided under this AGREEMENT such as eligibility for merit promotion, within-grade increases, incentive awards, and dues deduction.

Section 4. As part of the orientation process, employees new to the unit will be introduced to the appropriate Union steward, or a Union officer in the absence of a steward, by the supervisor. The Union steward or officer will provide information to the new employee(s) regarding the Union's exclusive status and present the person(s) with a copy of the AGREEMENT.

Section 5. To the extent that such matters are within the control of the parties, the Employer and the Union agree that all employees in the unit will be treated fairly and impartially in the application and/or interpretation of the Statute, rules and regulations.

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. Distributing the Union mail; and
- b. 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.

Union representatives may not use taxpayer-funded union time to prepare or pursue grievances (including arbitration of grievances) brought against the Agency under Article 7.

Section 5.

a. The use of taxpayer-funded union 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 taxpayer-funded union 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 taxpayer-funded union time which are authorized by the AGREEMENT and the Statute, as amended.

b. Taxpayer-funded union 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. Taxpayer-funded union 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, Union Representatives shall request the permission of their immediate supervisor to leave their job and/or work location. 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. Union representatives are not required to share private employee information, such as the details of the complaint. 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 may 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 taxpayer-funded union 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 taxpayer-funded union time or during duty hours.

Section 10. Taxpayer-funded union time will be "allowed" for Union Representatives to perform Representational Functions as previously listed.

a. Pursuant to Executive Order 13837 of 25 May 2018, a union time rate in excess of one hour per bargaining unit member is not ordinarily considered reasonable, necessary, and in the public interest. Therefore, Union representatives will be limited to the following taxpayer-funded union time:

(1) Collectively - a total pool of hours equal to the number of eligible bargaining unit members. This pool will reset at the beginning of each fiscal year.

(a) The Union may request additional hours in any fiscal year. The Union's request must include reasons why the additional expenditures are reasonable, necessary, and in the public interest under the circumstances.

(2) Individually - 25% of the employee's paid time in any fiscal year towards official time.

(a) Any time in excess of 25% of an employee's paid time used to perform non-agency business in a fiscal year shall count toward the limitation in the subsequent fiscal year.

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

ARTICLE 5- PROVISIONS OF LAWS AND REGULATIONS

Section 1. It is agreed and understood that in the administration of all matters covered by this AGREEMENT, and any supplemental thereto, the Employer and the Union are governed by existing or future laws and government wide regulations of appropriate authorities, such as Presidential Executive Orders, Comptroller General decisions, Office of Management and Budget issuances, Office of Personnel Management (OPM) policies, Department of Defense (DOD) policies, and by published Shipyard policies and regulations in existence at the time this AGREEMENT is approved.

Section 2. Should any Federal law or Federal court hold any provisions of this Agreement invalid, it shall immediately be deemed inapplicable. Unaffected provisions of the contract will remain in effect.

ARTICLE 6- APPROPRIATE MATTERS FOR BARGAINING

Section 1. Matters appropriate for bargaining between the parties are conditions of employment affecting unit employees. For the purposes of this AGREEMENT, the Statute defines the terms "collective bargaining" and "conditions of employment" which means personnel policies, practices and matters, whether established by rule, regulation, or otherwise affecting working conditions, except that such term does not include policies, practices, and matters as defined by the Statute.

Section 2. When the Employer decides to change a Shipyard Policy, Instruction, Directive, Notice, or other Shipyard issuance which contains negotiable provisions, the Employer will provide notice and a copy of the proposed instruction, notice, directive, or other issuance to the Union President and 1st Vice President (or designees) for negotiations to the extent required by the Statute. After review, and within the time specified by the forwarding letter, (at least fifteen (15) calendar days), the Union will advise the Shipyard in writing of its intention to negotiate on the matter. A failure to respond within the time specified in the forwarding letter will serve as a waiver of any right to bargain the Employer's proposed change. Requests for extensions of time limits will not be unreasonably denied.

Section 3. It is agreed and understood that any informal agreement made between supervisors and individual unit employees which is contrary to the provisions of this AGREEMENT and which has not been approved by the Employer and the Union, shall not be binding or precedent-setting.

Section 4. Nothing in this AGREEMENT shall preclude the Employer and the Union from negotiating:

a. Procedures which management officials will observe in exercising any authority under Article 2 of this AGREEMENT; or

b. Appropriate arrangements for employees adversely affected by the exercise of any authority under Article 2 of this AGREEMENT.

ARTICLE 7- NEGOTIATED GRIEVANCE PROCEDURE

Section 1. This Article provides the exclusive procedure for the settlement of employee, Employer and Union grievances. A grievance means any complaint:

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of the employee;
- c. By any employee, the Union or the Employer concerning:

(1) the effect or interpretation or a claim of breach of this AGREEMENT;

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

Section 2. The parties encourage resolution of disputes informally at the lowest level possible before entering the formal grievance procedure outlined in Section 6.

Section 3. Only the following types of actions are specifically excluded from the provisions of Articles 7 and 9. Matters thus excluded may be subject to administrative (such as through OPM) and/or statutory appeals and should be addressed to the appropriate authority for resolution as provided in Portsmouth Naval Shipyard Instructions, Code of Federal Regulations and Title 5 of the United States Code:

- a. Any claimed violation of Subchapter III of Chapter 73 of Title 5 of the United States Code (relating to political activities);
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal under Section 7532 of Title 5 of the United States Code;
- d. Any examination, certification, or appointment;
- e. The classification of any position which does not result in the reduction in grade or pay of an employee;
- f. Termination of a temporary employee;
- g. Oral admonishment or reprimand, letters of caution and letters of requirement;
- h. Substance of performance elements and standards;
- i. An allegation or complaint of discrimination;
- j. Separation of probationers;

- k. Reduction-in-force;
- l. the assignment of ratings of record (DPMAP or successor); or
- m. any other matters excluded by Presidential Executive Order.

Section 4. Grievances concerning removals, reductions in grade or pay, suspensions of more than 14 calendar days or furloughs of 30 days or less will be processed under Section 13. Grievances concerning letters of reprimand and suspensions of fourteen (14) days or less, will begin with Step 3 of Section 6.

Section 5. Any grievance, except as provided for in Section 13, shall be taken up by the employee or the Union within ten (10) workdays after the incident out of which the grievance arose, or within ten (10) workdays after the date the employee or the Union became aware of the incident.

Section 6. The following procedures shall constitute the formal steps of the grievance procedure. Except as provided in Section 8 below employees using this procedure and the arbitration procedure, Article 9, will be represented by the following: a steward, chief steward, or an officer of the Union.

Step 1. A grievance shall be taken up by the employee and one representative with his/her supervisor within the time limits specified in Section 5 above. The grievance must be presented in writing. If resolution of the grievance is not within the authority of the immediate supervisor, the immediate supervisor shall so inform the grievant and refer him/her to the official having such authority. The immediate supervisor or other official shall give his/her decision in writing to the grievant no later than ten (10) workdays following the discussion. If the appropriate official having such authority is a division head or department head, the grievance will automatically proceed to the appropriate step of the grievance procedure, if the employee desires.

- a. The grievance must contain the specific nature of the grievance, the specific provision of the AGREEMENT, policy or regulation alleged to have been violated, the corrective action desired, and any pertinent additional information. The corrective action desired must be directly personal to the grievant. The grievance must be signed by the employee and his/her Union representative.
- b. All grievances concerning a travel claim or alleging a violation of Travel Regulations will go directly to the Division Head of the Administrative Services Division, Code 1102, at Step 1. Any grievances concerning claims for reimbursement of expenses incurred while on official Temporary Duty Travel (TDY) and claims for reimbursement of expenses incurred in connection with relocation to a new duty station are within the Civilian Board of Contract Appeal's (CBCA) jurisdiction. Therefore, if the decision received in Step 1 is not satisfactory, the employee may elect to appeal to the CBCA or, may proceed through the negotiated grievance procedure but not both.

Step 2. If the decision received in Step 1 is not satisfactory, the employee may, within ten (10) workdays after the receipt of the Step 1 decision, forward it to the appropriate Division Head or designee for continued processing under the formal grievance procedure.

a. The Division Head or designee shall review the grievance and obtain further information as considered necessary. Within ten (10) workdays of receipt of the grievance, the Division Head or his/her designated representative will meet informally with the aggrieved employee and his/her representative(s) (up to two (2), one (1) of which is not an employee of the Shipyard) to discuss the grievance. The Division Head shall give his/her decision in writing to the aggrieved employee not later than ten (10) workdays following the meeting.

Step 3. If the decision received in Step 2 is not satisfactory, the employee may, within ten (10) workdays after the receipt of the Step 2 decision, elect to either (1) present his/her grievance to an ADR panel for mediation/resolution in accordance with the agreed upon ADR process or (2) may forward it to the appropriate Department Head or designee for continued processing under the formal grievance procedure.

a. If forwarded to the department head, The Department Head or designee shall review the grievance and obtain further information as considered necessary. Within ten (10) workdays of receipt of the grievance, the Department Head or his/her designated representative will meet informally with the aggrieved employee and his/her representative(s) (up to two (2), one (1) of which is not an employee of the Shipyard) to discuss the grievance. The department head shall give his/her decision in writing to the aggrieved employee not later than ten (10) workdays following the meeting.

b. An ADR panel convened to consider any grievance concerning a Disciplinary Action will consist of two individuals drawn from the Management pool and one individual drawn from the Union pool.

Step 4. If the aggrieved employee and the Union are not satisfied with the Step 3 decision, within ten (10) workdays of receipt of the Department Head's Step 3 decision, the Union may request the Shipyard Commander to make a decision on the grievance. The Shipyard Commander or his/her designated representative will review the grievance record including any previously submitted information. The Shipyard Commander or his/her designated representative may conduct a personal interview with the aggrieved employee or may obtain further information, prior to a decision being rendered. The record review and the personal interview with the aggrieved employee will not be unreasonably delayed. The Shipyard Commander's designated representative shall not be from the Department out of which the grievance arises, nor shall the designated representative be anyone from the Human Resources Office.

The Shipyard Commander or his/her designated representative will give his/her written decision to the aggrieved employee (with a copy to the Union) not later than ten (10) workdays from the date of the last personal interview with the grievant.

Step 5. If the employee and the Union are not satisfied with the Step 4 decision, the Union may request that the unresolved grievance be submitted to impartial arbitration in

accordance with the provisions of the Arbitration Procedure, Article 9. If a request for arbitration is not submitted within ten (10) workdays of receipt of the Step 4 decision, the Shipyard Commander's decision will be final.

Section 7. If, subsequent to the filing of a written grievance under the provisions of this Article, it is decided that the stated relief desired will be granted, the Employer will notify the grievant(s) in writing, with a copy to the grievant's representative, if any. No discussion will be held and the grievance will be terminated.

Section 8. Employees of the unit may present their own grievances without the intervention of the Union so long as the adjustment is not inconsistent with the AGREEMENT, except that an employee may not personally invoke arbitration. The Union will have the opportunity to be present at any formal discussions, including the adjustment, concerning the grievance. If the adjustment, in the judgment of the Union, is inconsistent with the AGREEMENT, the Union shall have the right to challenge such adjustment through appropriate procedures.

Section 9. Should the Union desire to resolve some matter through the grievance procedure concerning the interpretation or the application of this AGREEMENT then the matter will be processed as follows: The Union will advise the Director of Human Resources in writing of the matter the Union wishes to resolve. If the matter involves an alleged violation of the AGREEMENT by the Employer, such notification shall be made within ten (10) workdays after the date of the incident out of which the dispute arose, or within ten (10) workdays after the date the Union became aware of the incident. The Union, the Director of Human Resources (or his/her designated representative) and the appropriate management officials will meet within ten (10) workdays to discuss the matter and attempt to seek a satisfactory resolution. If a satisfactory resolution of the matter is reached through this informal procedure, this resolution will be reduced to writing and signed by the parties. If a satisfactory resolution of the matter is not reached, the Union will put its position in writing and forward it to the Director of Human Resources within ten (10) workdays from the conclusion of the above discussion. The Director of Human Resources will submit his/her decision in writing to the Union within ten (10) workdays of the date of the Union's letter. If the matter is still not resolved, then the Union may refer this matter to arbitration within fifteen (15) workdays from receipt of the decision.

Section 10. Should the Employer desire to resolve some matter through the grievance procedure concerning the interpretation or application of this AGREEMENT, then the matter will be processed as follows: The Director of Human Resources will advise the Union in writing of the matter the Employer wishes to resolve. If the matter involves an alleged violation of the AGREEMENT by the Union, such notification shall be made within ten (10) workdays after the date of the incident out of which the dispute arose, or within ten (10) workdays after the date the Employer became aware of the incident. The Union, the Director of Human Resources (or his/her designated representative) and the appropriate management officials will meet within ten (10) workdays to discuss the matter and attempt to seek a satisfactory resolution. If a satisfactory resolution of the matter is reached through this informal procedure, this resolution will be reduced to writing and signed by the parties. If a satisfactory resolution of this matter is not reached, the Employer will put its position in writing and forward it to the Union within ten (10) workdays from the conclusion of the above discussion. The Union will submit its decision in writing to the Director of Human Resources within ten (10) workdays of the date of the Employer's letter. If the matter is still not resolved, then the Employer may refer this matter to arbitration within fifteen (15) workdays from receipt of the decision.

Section 11. Except in the case of disciplinary actions, the Union and the Employer agree that in the case of a grievance involving a group of employees, the Union will select one (1) employee's grievance for processing and the decision thereon shall be binding on the other grievants.

Section 12. The Employer shall, upon written request of the grievant or his/her designated representative, permit inspection of pertinent payroll and other records as permissible without violating laws, rules or Government policy for the purpose of substantiating the claim of the parties, in advance of Step 2 of the grievance procedure.

Section 13. The Employer and the Union agree that at the option of the employee, he/she may elect to appeal a removal, reduction in grade or pay, suspension of more than fourteen (14) calendar days or furlough of thirty (30) days or less either to the Merit Systems Protection Board or, may grieve the action through the negotiated grievance procedure but not both. Should an employee elect to grieve the adverse action through the negotiated grievance procedure, the grievance shall be processed as follows:

Step 1. The grievant must present the grievance to the Shipyard Commander within fifteen (15) workdays of the effective date of the action and may use the grievance form attached as Appendix 2. The Shipyard Commander, or designated representative, will hold a discussion with the grievant and his/her representative within fifteen (15) workdays of receipt of the grievance. The Shipyard Commander will render a decision within fifteen (15) workdays of the date of the discussion.

Step 2. If the decision in Step 1 is unfavorable to the grievant, the matter may be referred to arbitration in accordance with Article 9.

Section 14. Earned Rating Grievances.

a. If an employee is dissatisfied with an earned rating, such dissatisfaction must be made verbally known within five (5) workdays from receipt of the notice of rating to the personnel/staffing/classification specialist who was involved in the rating of the employee's application, at which time the discussion or an appointment for discussion must be scheduled. In the event of an appointment, it must be scheduled within (2) workdays following notification by the employee.

b. Should the personnel/staffing/classification specialist find an error in the rating of the employee which would affect the composition of the certificate, he/she will call for return of the certificate if selection has not been made.

c. If the dissatisfaction is not resolved by discussion of the rating with the personnel/staffing/classification specialist, he/she may, with consent of the Union, file in writing to the Director of Human Resources, a formal grievance within ten (10) workdays after conclusion of the discussion with the staffing specialist. The written grievance must contain the specific reasons why the employee feels the rating is incorrect and the personal relief desired. Appendix 3 may be used when processing earned rating appeals. The Director of Human Resources or designee will issue a written decision to the grievant within ten (10) workdays.

d. Should the decision of the Human Resources Director be unsatisfactory to the employee, the matter may be taken to arbitration if so elected by the Union.

Section 15. All time limits provided for herein will be extended for a period of ten (10) workdays provided that a dated, written request for an extension is presented prior to the end of the prescribed time limit. Further requests for extensions may be entertained by mutual agreement; however, the granting party may require that the requesting party submit a dated, written request with a reason for the delay prior to the end of the prescribed time limit. Failure of the Grievant/Union to proceed with a grievance within any of the time limits or extensions specified in this Article shall render the grievance void or settled on the basis of the last rendered decision. Failure of the Employer to render a decision within any of the time limits or extensions specified in this Article, shall permit the Grievant/Union to proceed to the next step of the negotiated grievance procedure.

ARTICLE 8- ADVERSE ACTIONS

Section 1. This article applies to removals, suspensions for more than fourteen (14) calendar days, reductions in grade, reductions in pay and furloughs for thirty (30) calendar days or less taken by the Employer against other than probationary employees in the unit. Such actions shall be taken in accordance with applicable law, rules or regulation only for such cause as will promote the efficiency of the service.

Section 2. An employee against whom adverse action is sought is normally entitled to at least thirty (30) full calendar days advance written notice stating any and all reasons, specifically and in detail, for the proposed action, except as provided in applicable law, rules and regulations. The notice shall also inform the employee where the material on which the notice is based may be reviewed by him/her or his/her representative. The employee and his/her representative will be allowed a reasonable amount of official time, if otherwise in a duty status, to review the material relied upon to support the reasons in the advance notice, to secure affidavits and to prepare a written reply.

Section 3. The employee is entitled to answer the notice of proposed adverse action either personally or in writing, or both personally and in writing. If the employee desires to make a personal reply, he/she and his/her representative, if otherwise in a duty status, will be allowed a reasonable amount of official time for this purpose.

Section 4. The Employer shall issue a written notice of decision to the employee noting which of the reasons in the notice of proposed adverse action have been sustained and which have not been sustained. The notice will advise the employee of his/her appeal rights, the time limit for submitting such an appeal, a copy of the MSPB's rules and regulations and a copy of the appeal form.

Section 5. Full time career or career conditional competitive service employees may challenge adverse actions described in Section 1 above through Articles 7 and 9 or may appeal such action to the Merit Systems Protection Board, but not both. Probationary employees may appeal to the Merit Systems Protection Board, if provided for by Board regulations.

Section 6. Employees against whom adverse action is being contemplated shall have the same rights to representation as are provided for in Article 10.

ARTICLE 9-ARBITRATION

Section 1. In the event the Employer and the Union fail to satisfactorily resolve any grievance under Article 7 of this AGREEMENT, then such grievance, upon written request of the party desiring arbitration, shall be referred to arbitration.

Section 2. The parties agree that the issue(s) to be arbitrated shall be no broader in scope than the issue(s) presented during the grievance procedure, except that the parties would not be precluded from introducing background material. The arbitrator shall not change, modify, alter, delete or add to the provisions of this AGREEMENT as such right is the prerogative of the contracting parties only.

Section 3. Questions that cannot be resolved by the Employer and the Union as to whether or not a grievance is subject to arbitration under this AGREEMENT shall be referred to an arbitrator for decision. The arbitrator will rule on the arbitrability dispute prior to rendering a decision on the merits of the grievance.

Section 4. Within fifteen (15) workdays from the date of receipt of the arbitration request from the Union or within fifteen (15) workdays from the date of forwarding the arbitration request to the Union by the Employer, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) arbitrators, except in those matters described in Section 6 below. The party invoking arbitration will pay the fee for the arbitrator list. The parties shall meet within ten (10) workdays after receipt of such a list to select the arbitrator. If the parties cannot mutually agree upon one (1) of the listed arbitrators, then the Union and the Employer will each strike one (1) arbitrator's name from the list of seven (7) and shall then repeat this procedure twice more. A coin toss shall determine who strikes the first name. The remaining name shall be the duly selected arbitrator.

Section 5. In the case of arbitrations of matters involving areas, plans, materials, etc., classified at the direction of higher authority, the parties will select from a special board of arbitrators. The special board shall be composed of six arbitrators, three of whom will be nominated by the Union and three nominated by the Employer, who shall be American citizens, approved by FMCS and will be given the necessary security clearance. In the event that one of the arbitrators on this list cannot serve on the special board for reasons outside the control of the parties, the party who nominated the arbitrator will submit the name of a replacement. When it appears that a grievance involves a classified matter, the party making the determination will advise the other party. The parties will meet within five (5) workdays to determine whether the case can proceed in accordance with Section 5 above or whether this section shall be invoked. If such an arbitrator is required and the parties cannot mutually agree upon which arbitrator to select, all six names will be placed in a container and one slip will be drawn by a disinterested person. The name drawn shall be the duly selected arbitrator.

Section 6. The cost of the arbitrator's services shall be borne equally by the Employer and the Union. In all arbitrations, the cost shall include the arbitrator's fees, including necessary per diem and travel expenses as allowed by existing regulations. Nothing in this section acts as a waiver of rights of recovery under the Back Pay Act.

- a. A transcript may be made in arbitration hearings if requested by the arbitrator or if either contracting party considers such a service desirable or necessary in connection with the arbitration proceeding.
- b. If mutually agreed upon, the cost of the transcript will be shared equally by the parties.
- c. If only one party requests a transcript, the requesting party shall bear the cost and have no obligation to share a copy with the other party.

Section 7. Arbitration hearings shall normally be held at the Shipyard during the regular day shift hours of the basic workweek. The Union representative(s) (no more than three (3), of whom no more than two (2) will be Shipyard employees), employee appellants, and employee witnesses who have knowledge of the circumstances and factors hearing on the case, shall be in a pay status without charge to annual leave while participating in the arbitration proceedings, except that under no circumstances shall the aggrieved employee, his/her representative(s) or witnesses be paid overtime by reason of participating in arbitration. Witnesses at arbitration hearings will normally give testimony under oath or by affirmation.

Section 8. The arbitrator will be requested by the parties to render his/her decision as quickly as possible but in any event no later than thirty (30) calendar days after the conclusion of the hearing unless the parties otherwise agree. The arbitrator's award will be binding, except that either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

ARTICLE 10-DISCIPLINARY ACTIONS

Section 1. Disciplinary actions, defined as a letter of reprimand and a suspension of 14 calendar days or less for the purposes of this AGREEMENT, shall be taken for just cause. Such actions shall be initiated and effected in accordance with the provisions of this AGREEMENT and applicable rules, regulations and Shipyard instructions.

Section 2. Prior to initiating disciplinary action, a pre-action investigation will be made to determine the facts in the case. Part of this preliminary investigation may include a discussion with the affected employee. If disciplinary action is being contemplated, the employee will be offered the right to Union representation.

Section 3. A copy of written disciplinary action (or proposed action) taken against an employee in the unit will be provided to the Union if requested by the affected employee at the time of issuance.

Section 4. When an employee has been issued a notice of proposed suspension for 14 calendar days or less, he/she will be given the opportunity upon request to make a personal reply to the management official, or designated representative, who will make the decision on the action. Such personal reply must be made in the normal 10 calendar day reply period.

Section 5. It is agreed and understood that the Employer's conduct of critiques/team learning sessions of work operations is for the purpose of improving work operations, not to determine whether disciplinary offenses have occurred.

Section 6. Employees shall have the right to direct and/or fully pursue their private lives, personal welfare and personal beliefs without interference, coercion or discrimination by the Employer so long as such activities do not conflict with job responsibilities.

In cases where discipline is proposed for reasons of off-duty conduct, the Employer's notice of proposed disciplinary action shall contain a description of the nexus between the off-duty conduct and the efficiency of the service.

ARTICLE 11- PAY ADMINISTRATION

Section 1. Premium pay (night pay, overtime & Sunday pay) and hazard pay differentials shall be computed in accordance with applicable laws and regulations.

Section 2. The Employer agrees to notify the Union in accordance with Article 6 of the AGREEMENT when additions or deletions are made to Shipyard instructions which change local situations for which irregular or intermittent hazardous duty differentials or premium pay is authorized.

Section 3. While working long periods of overtime, employees who are exempt under the Fair Labor Standards Act and have reached the bi-weekly pay limitations (Level V of the executive pay scale) normally should not be expected to continue to work additional overtime hours if the employee can be replaced by another employee who is qualified and available, except when the employee's services are required.

Section 4. When an employee is entitled to a within-grade increase and a promotion at the same time, the changes will be effected in the order that will give the employee the maximum benefit.

Section 5. The Employer will request a "special pay rate" if all criteria required by regulations have been met for "hard to fill" positions. The Union may propose that a particular occupational series in the unit be considered for a "special pay rate" by submitting proper justification in writing. The Employer will take appropriate action.

Section 6. The Employer agrees that pay of employees in the unit will be set in accordance with applicable laws, rules, and regulations. When the Employer contemplates a change to the current pay setting policy, the provisions of Article 6 will apply.

Section 7. When an employee is demoted at his/her own request with the prospect of repromotion back to the former grade, as soon as possible under merit promotion rules, a rate of pay in the lower grade will be selected which upon promotion back will place the employee in the rate in the higher grade which he/she would have attained had he/she remained in that grade.

Section 8. In cases of voluntary demotion for other than cause the Department/Office Head's recommendation to set the pay at the lower grade will be adopted by the HRO pay setting official if consistent with law and regulations, and in the interests of the Government.

Section 9. When an employee contemplates a change to lower grade to a position for which an authorized vacancy exists, the Employer will, upon request, inform the employee and the Union whether the position is "hard to fill," as defined by regulations.

Section 10. Prior to accepting a change to lower grade, the Employer will make available to the employee for review a copy of the current Pay Setting Instruction. An employee may have Union representation if desired.

Section 11. Voluntary demotions solicited by the Employer must be for "the efficiency of the service."

Section 12. Interns eligible for conversion to the competitive service pursuant to 5 CFR § 362.204 will be converted within fifteen (15) business days of providing all required information to the HRO

Section 13. The Employer agrees that the Automated Access Control System (AACS) shall not be used for timekeeping purposes for pay and leave.

Article 12-HOURS OF WORK

Section 1. Regular Work Schedule

- a. The basic workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday.
- b. The regular day shift for unit employees is 0700-1530 with a thirty (30) minute nonpaid lunch period (1130-1200).

Section 2. Flexible Hours Work Schedule (Flexi-time)

- a. Flexi-time work schedules are voluntary Alternate Work Schedules (AWS) and will consist of forty (40) hours per week, five consecutive days, eight hours per day, Monday through Friday, with fixed start times normally at 0600, 0615, 0630, 0645, 0700, 0715, 0730, 0745, or 0800.
- b. An alternate thirty (30) minute nonpaid lunch period may be requested as part of the Employer's flexi-time schedule: 1100-1130, 1200-1230, or 1230-1300.
- c. The hours of work and lunch shall be continuous.

Section 3. Compressed Work Schedule

a. The Compressed Work Schedule (CWS) is a voluntary type of AWS schedule that contains work hours on fewer than 10 workdays in the biweekly pay period and in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period, but in which an employee may be assigned to a work schedule which allows variation in the number of hours worked on a given workday.

(1) 4/10's: A tour of duty schedule for a biweekly pay period consisting of eight, ten-hour work days, falling during Monday through Friday, for a total 80 hours with a fixed Scheduled Day Off (SDO) each week. SDO(s) may not necessarily be limited to Monday or Friday.

(2) 5/4/9's: A tour of duty schedule for a biweekly pay period consisting of a five-day and a four-day work week, falling during Monday through Friday, for a total of 80 hours. It includes

eight nine-hour workdays, one eight-hour work day and one fixed SDO per pay period. SDO(s) may not necessarily be limited to Monday or Friday.

b. Compressed work schedules will have fixed start times normally at 0600, 0630, 0700, 0730 or 0800.

c. An alternate thirty (30) minute non paid lunch period may be requested as part of the Employee's CWS: 1100-1130, 1200-1230, or 1230-1300.

d. The hours of work and lunch shall be continuous.

e. Holidays:

(1) The number of hours credited for the holiday will be determined by the employee's work schedule. If a holiday falls on a workday, the employee is entitled to basic pay for the number of hours of the CWS on that day.

(2) When a holiday falls on a non-workday (SDO), the following rules shall apply in designating the workday as the in-lieu-of holiday:

(a) The preceding workday shall be designated as the in-lieu-of holiday.

(b) A supervisor may change an employee's tour of duty for the particular pay period in order to allow them to have a different SDO for that pay period to minimize the adverse impact of having too many people out on a particular day.

Section 4: Alternate Workweek

a. The Alternate Workweek Schedule is a voluntary type of AWS schedule in which the administrative workweek is defined as the 7-day calendar week beginning at midnight Saturday and ending at midnight the following Saturday.

b. The basic workweek is defined as the 40 working hours scheduled within no more than 6 of the 7 days of the administrative workweek. The Employer will normally assign a basic workweek of 5 consecutive days to the majority of employees in the Unit. Likewise, the basic workweek will normally be scheduled in such a manner that an employee's non-work days will include either a Saturday or Sunday.

c. This schedule is available for the regular day shift where unit employees shall normally work 0700-1530 with a thirty (30) minute nonpaid lunch period (1130-1200).

Section 5. Employee Requests

a. Employees interested in working a Flexi-time or Compressed or Alternate Workweek schedule must request their desired work schedule in writing to their immediate supervisor. Requests must be submitted to the immediate supervisor at least two pay periods before the next quarter of the calendar year using appendix 7.

b. The number and type of personnel allowed to participate in these AWS's will be determined by the supervisor based upon workload and efficiency considerations. The employer may exclude an employee or any group of employees from participating in an AWS where inclusion would substantially disrupt or cause additional cost to the shipyard mission.

c. If a supervisor denies a request for an established alternative work schedule or proposes to terminate an individual employee's participation in an alternative work schedule, he or she will notify the employee in writing and provide the basis for the denial or termination. The supervisor may deny an employee's request for or propose to terminate an employee's participation in a particular alternative work schedule if the supervisor determines that the employee's participation could negatively impact the work unit's coverage requirements. Denials of employee requests for alternative work schedules will not be arbitrary or capricious. An employee may challenge a supervisor's denial as set forth in the grievance procedure of this Agreement.

d. Upon selection and approval of an AWS, that schedule shall be followed for the requested quarter, unless compelling circumstances of either the employer or employee necessitate changes before that time.

e. The Employer will consider an employee's request for a change of shift or work hours due to personal hardship. In all cases of hardship requests, the supervisory or management official responsible for providing a decision on an employee's request will provide a written response to the employee. Under no circumstances will employees' private information, including health/medical data, be compromised or included in the written decision unnecessarily or in violation of privacy laws. Denials of employee hardship requests will not be arbitrary or capricious. An employee may challenge a denial as set forth in the grievance procedure of this Agreement.

f. Employees on travel, attending training, shift work, weekends, etc., will be required to come off the AWS for the period of time if the AWS cannot be supported without additional charges to overtime or per diem. Employees will go back on their AWS when the duty is complete. Employees selected or required to work details may request to continue his/her Flexi-time, Compressed, or Alternate Workweek schedule.

g. If, after the beginning of a pay period, work-related conditions arise which require an employee to work his/her regularly scheduled day off during the pay period, management cannot remove him/her from the AWS plan during the pay period, but, must give the employee compensatory time or paid overtime in accordance with prevailing laws, rules and regulations.

h. On a case-by-case basis a supervisor can allow an employee to odd-shift.

Section 6. If an employee is required to work through his/her regularly scheduled lunch period, when possible the employee shall be permitted to eat lunch on an alternate lunch period. If an alternate lunch period cannot be scheduled beginning less than one (1) hour before or less than (2) hours later than the employee's regularly scheduled lunch period, the employee may be permitted, with supervisory approval, to eat lunch at the job site in a pay status, provided food is allowable in the work area and would not interrupt work in progress. Nothing in this section will prevent an employee from being granted a thirty (30) minute nonpaid lunch period outside the

aforementioned time limits if requested and the employee's services can be spared. If the employee is not given an alternate lunch period, he/she shall be compensated in accordance with applicable regulations for overtime worked, i.e. compensatory time off or overtime pay.

ARTICLE 13-OVERTIME/COMPENSATORY TIME

Section 1. Overtime assignments shall be distributed fairly and equitably among qualified employees in accordance with their skills and familiarity with the work providing such assignment does not interfere with the Employer's determination of the numbers and skills of employees required for overtime work.

a. It is understood that due to the nature of the work, assignments to such functions as off-Shipyard Selected Restricted Availabilities (SRAs), etc., may result in overtime imbalances. It is the intent of the parties to reduce such imbalances to the extent practicable consistent with the provisions of Article 30 (Travel).

Section 2. Overtime entitlement and compensation for employees in the unit shall be in accordance with applicable laws, rules and regulations. When an employee is called back to work on an overtime basis outside and unconnected with his/her scheduled hours of work, the employee shall receive at least 2 hours compensation. This 2 hour minimum overtime pay does not apply if the work was performed as an uninterrupted extension of the employee's regularly scheduled hours of work.

Section 3. During overtime assignments, the Employer will allow employees to have a lunch period on their own time.

Section 4. An employee who has been on approved leave shall not be precluded from overtime work.

Section 5. Employees on official training duty shall not receive overtime for periods of training duty except as authorized by appropriate regulations.

Section 6. The Employer agrees to give as much advance notice as practicable when an employee is designated to work overtime. An employee will, upon request, be released from an overtime assignment provided the Employer determines that his/her reasons are valid and another qualified employee, familiar with the work, is available and willing to perform the work. The merits of the Employer's determination will be subject to the provisions of Articles 7 and 9.

a. Denials of requests from overtime assignments based on personal hardship will be documented in writing by the responsible official and a copy provided to the employee upon request. Under no circumstances, will the documentation include an employee's private health information.

Section 7. Any employee having a question regarding overtime entitlement/compensation may bring the matter to the attention of the Union or Employer. Upon request and to the extent permitted by law and regulation the Employer will provide the Union with pertinent overtime information to aid in resolving a claim of inequitable distribution of overtime made by specific employees.

Section 8. The use of compensatory time shall be in accordance with OPM policy on pay and leave.

Section 9. If an employee is required to be held over for unforeseen official business, the Employer will permit the employee to notify his/her home.

Section 10. To the extent that overtime work is available and work schedule modifications will not interfere with the efficient accomplishment of the Shipyard mission, an employee may elect to work compensatory time for the purpose of taking time off without charge to leave when personal religious beliefs require abstention from work for religious observances which fall within the regularly scheduled workday or workweek.

ARTICLE 14-HOLIDAYS

Section 1. All employees shall be entitled to holiday benefits, consistent with regulations applicable to Federal holidays prescribed by law or designated by Executive Order.

Section 2. Holidays shall be observed as non-work days to the extent practicable consistent with workload and manpower requirements determined by the Employer.

Section 3. When it becomes necessary to work a particular job on a holiday, supervisors will give as much advanced notice as practicable to those employees who will be required to work.

Section 4. Holiday assignments will be distributed fairly and equitably among qualified employees.

Section 5. An employee excused from work will receive pay for the holiday, without charge to leave, if the employee is in a pay status immediately before or immediately after the observed holiday.

ARTICLE 15-ANNUAL LEAVE

Section 1. Employees shall accrue annual leave in accordance with existing applicable laws and regulations. The Employer agrees to approve and to schedule as appropriate, annual leave in such a manner, throughout the leave year, so that no employee will forfeit leave. Approval of annual leave for emergency reasons will not be unreasonably withheld.

Section 2. Annual leave for vacation purposes.

a. The Employer agrees to schedule annual leave on a yearly basis (May 1 to April 30) in increments of one (1) week for vacation purposes on requests made prior to 1 March. Such request must be submitted in writing on Standard Form 71, Application for Leave. The employee within the grade and occupational series level in the organizational element concerned with the greatest amount of Federal service will be given first choice of the desired time with subsequent choices based on the same criteria. When an employee has made a selection, he/she shall not be permitted to change when it affects the choice of another employee. The Employer may approve a change in selection, provided another employee's choice is not affected. The Employer may require a change because of unforeseen circumstances. A signed copy of the Standard Form 71 will be provided to the employee by 30 April.

b. In the case of transfer of an employee from one organizational element to another, previously scheduled annual leave for vacation purposes shall be discussed with the Employer for confirmation.

c. Should complaints arise concerning annual leave scheduled in accordance with the provisions of Section 2.a. above, the Employer will provide the concerned employee with the necessary information to determine whether the leave was properly scheduled. Such information will be in accordance with applicable laws and regulations.

Section 3. Requests for other annual leave may be canceled/ disapproved if overtime requirements are known in advance of time for which annual leave is desired, or if unforeseen circumstances require cancellation/disapproval.

Section 4. Enforced Annual Leave

a. When the employee's services are not needed for short periods of time, or when it is otherwise desirable, the Employer in accordance with applicable regulations may direct the use of annual leave to the extent that such credits are available for use, except that an employee may not be placed on annual leave without his/her consent during any period of adverse action for cause. Employees will be given as much notice as practicable prior to being required to use annual leave in accordance with applicable regulations.

b. The Employer will notify the Union before initiating any policy of forced annual leave and will observe the provisions of Section 4.b. of Article 6 of this AGREEMENT.

c. Employees required to use annual leave may elect to use leave without pay on those specific days they are scheduled for required use of annual leave, except when the purpose of the forced leave period is to reduce annual leave accumulations.

d. If the Employer has notified unit employees that they will be required to use annual leave during a particular period, individual requests for use of annual leave prior to the designated period of enforced leave may be denied if the employee would not have sufficient annual leave available to cover the period of required use of annual leave.

Section 5. The Employer agrees to grant annual leave in one-tenth (1/10) hours increments.

ARTICLE 16-SICK LEAVE

Section 1. Employees shall accrue and be granted sick leave in accordance with applicable statutes and regulations. The Employer agrees to grant sick leave in one-tenth (1/10) hour increments.

Section 2. Sick leave may be approved when orally requested in advance, for medical, dental or optical evaluation or treatment subject to the employee's submittal of a properly completed application for leave form within two (2) workdays after return to work which certifies that such examination or treatment was received.

Section 3.

a. Employees may be required to furnish a medical certificate to substantiate a request for approval of sick leave for an absence that exceeds three (3) consecutive workdays or for a lesser period when deemed necessary. The Employer may immediately require an employee to provide administratively acceptable documentation for any period of absence should the Employer suspect that the employee is abusing sick leave. The Employer may also counsel the employee regarding the suspected sick leave abuse and, if the Employee's sick leave record does not improve, notify the employee in writing that all requests for sick leave must be supported by medical certificate.

b. It is agreed that such cases requiring a medical certificate for such absence shall be reviewed by the Employer after a six (6) month period from the date of issuance and either extended with cause or ended. When the Employer determines that the restriction is no longer necessary the employee shall be notified in writing and provided two (2) copies as in Section 3.a, and all previous notices relating to this subject shall be removed from the Employer's records.

Section 4. Periods of absence on sick leave in excess of three (3) consecutive workdays must ordinarily be supported by a medical certificate to be filed within fifteen (15) days after return to duty. In lieu of a medical certificate, the employee's signed statements explaining the nature of his/her illness may be accepted, when it is unreasonable to require a medical certificate or because the illness does not require the services of a physician.

Section 5. It is further agreed that notice of questionable sick leave record shall not be based on absences on sick leave which have been validated with medical certificates or when the employee has been sent home sick by the Employer.

Section 6. In accordance with applicable rules and regulations, sick leave, not to exceed thirty (30) working days duration, may be advanced to an employee in case of serious illness or disability. Requests other than written may be accepted by the Employer when it is impractical

for the employee to submit his/her request in writing. Upon individual request, sick leave may be advanced to an employee in accordance with law, rule, and regulation, provided:

- a. There is reasonable evidence, substantiated by a statement from the employee's personal health care provider, that the employee will be capable of returning to work and fulfilling the scope of their duties.
- b. The employee's separation from service is not being contemplated by management nor is the employee contemplating separation by retirement or resignation.
- c. That all available accumulated sick leave to the employee's credit is exhausted and that all annual leave over eighty (80) hours has been used.
- d. Sick leave shall not be advanced to an employee whose accrued sick is repeatedly depleted to less than eighty (80) hours by repeated use of sick leave for minor illnesses involving periods of five days or less.
- e. Sick leave shall not be advanced to employees who are required to furnish a medical certificate for each absence claimed as sick leave.

Section 7. An employee who is unable to report for duty because of incapacitation shall notify his/her immediate supervisor or other designated official as soon as practicable, but normally within two (2) hours after the start of the work shift on the first day of absence. Such notification shall be made by direct phone contact with the immediate supervisor or the designated official and shall specify that the absence is because of illness or injury, the nature of the illness or injury and the probable duration. However, if the immediate supervisor or designated official does not answer the phone, the employee may leave a voice message or send a text message. Notification of absence is necessary in order that the employee may be placed in a paid sick leave, paid annual leave, or leave without pay status, as appropriate, and shall not in itself be justification for approval of sick leave. The employee has an obligation to keep his/her supervisor informed on a continuing basis of his/her expected return to duty; therefore, when the period of absence extends beyond the date given by the employee during his/her initial call, the employee shall notify his/her supervisor or other designated official of the new date that he/she expects to return to work. When the absence extends beyond ten (10) workdays or is expected to extend beyond ten (10) workdays, the employee will take immediate steps to submit a Standard Form 71, Application for Leave, and substantiating evidence in support of his/her incapacitation for duty. For extenuating circumstances such as serious accident or illness, the supervisor will exercise due consideration of the circumstances in enforcing the reporting requirements.

Section 8. Family Friendly Leave is governed by 5 CFR 630.401.

ARTICLE 17-LEAVE WITHOUT PAY

Section 1. An employee may be granted leave without pay in accordance with applicable laws and regulations, if his or her services can be spared. When an employee's accumulation of leave without pay reaches eighty (80) hours per year, he/she shall forfeit one (1) pay period's accumulation of sick and annual leave. An employee on authorized leave without pay shall retain those benefits and rights provided by present and future rules and regulations.

Section 2.

a. The Employer agrees to grant leave without pay to any employee, selected by the Union, to attend Union conventions and conferences providing the employee requests such leave without pay early enough to permit his/her supervisor to provide a competent replacement for high priority work.

b. The Employer agrees to grant leave without pay to any officer or official of the Union for the purpose of conducting Union affairs when advance notice is given and his/her services can be spared. Granting of such leave will not unreasonably be withheld.

Section 3. The Employer agrees to grant leave without pay in one-tenth (1/10) hour increments.

ARTICLE 18- ADMINISTRATIVE EXCUSAL AND TARDINESS

Section 1. When administrative excusal is authorized by the Employer in accordance with regulation, because of extreme weather conditions, breakdown of equipment, fire, floods or other natural phenomena all eligible employees who report or are scheduled to report for work, and whose services are not specifically required, will be excused. Normally administrative excusal shall not exceed three (3) consecutive workdays in a single period of excused absence.

Section 2. The Employer agrees to grant the Union officers and representatives administrative leave for training on labor relations matters determined to be of mutual benefit to the Employer and the Union. The granting of administrative leave will not exceed 320 total hours per year. The Union will bear the responsibility for showing how the training will have the required benefit to the Employer. A detailed agenda with information on the material to be covered in the training session will be required in support of any request of this nature.

Section 3. The Employer will determine whether the training is of mutual benefit and whether the employee can be spared from his/her official work assignments.

Section 4. If an employee is unavoidably or necessarily tardy, the supervisor for adequate reason may excuse the employee without charge to leave in accordance with applicable regulations. When an employee is charged with annual leave for tardiness, the Employer may not require the employee to perform work for any part of the leave period.

Section 5. The Parties agree that the above reasons are not all inclusive and that there may be other situations supporting a request for the granting of such leave (e.g., gate inspections, holiday curtailment, blood drives, appointments with Employee Assistance Program counselors, to participate in certain Outreach activities, employer required off-site medical examinations for radiological qualifications. Such requests shall be considered based on the reasons presented at the time. The Employer may require documentation as appropriate to support the reasons for and/or the duration of such administrative leave requests.

ARTICLE 19-CIVIC RESPONSIBILITIES

Section 1. Employee absences and entitlement to fees and travel expenses for court and court related services will be in accordance with applicable law and regulations. The table in Appendix 4 is provided for determining such entitlement. Any fees received from the court for the purpose of such duty shall be delivered to the Employer together with satisfactory evidence of time served on such duties. Such evidence shall be in the form of a signed statement from the Court or other satisfactory evidence of the time served on such duty. Allowance received for meals, transportation, etc., will be retained by the employee. Intermittent employees while not eligible for court leave will be excused and may retain any fees received.

Section 2. If an employee is called for any civic duty, he/she shall promptly notify the Employer in order that arrangements may be made for his/her absence from the activity.

Section 3. In accordance with rules and regulations an employee who is summoned or ordered to an emergency duty in the National or State Guard or who is called by proper authority to participate in searches or other types of rescue or protection work will be excused without charge to leave or loss of pay normally not to exceed three (3) consecutive workdays for any single period of excused absence.

Section 4. The Employer and the Union agree to encourage all employees to exercise their right to vote. Administrative excused time will be given to eligible employees to vote in national, state, or municipal elections, or referendums consistent with applicable Federal rules and regulations. Employees desiring to vote in such election or referendum shall be excused by their immediate supervisors in accordance with the following:

- a. Request for excused time is made in advance of the day on which excused time is desired.
- b. An SF 71, Application for Leave, shall be submitted certifying that the employee in fact voted.
- c. Within Commuting Distance. As a general rule, employees whose voting residence is within commuting distance, but whose hours of work are such as to allow less than three (3) hours for voting before or after his/her regular hours of work, may be excused for a reasonable time but not more than three (3) hours. The employee may be excused either at the beginning or end of the workday, whichever requires the lesser amount of time off.
- d. Beyond Normal Commuting Distance. Employees whose voting residence is beyond normal commuting distance may be excused for not more than one (1) day for voting, only when voting by absentee ballot is not permitted.

Section 5. For employees who vote in jurisdictions which require registration in person, administrative excused time to register will be granted on the same basis as for voting, except that no time will be granted if registration can be accomplished on a non-workday.

ARTICLE 20-OTHER LEAVE

Section 1. Birth and Adoption Reasons

a. The granting of leave for maternity reasons will be governed by the same policies, regulations, and procedures as are applicable to the leave requested, i.e., sick leave (including advanced sick leave), annual leave, and leave without pay. Sick leave may be used only to cover the time required for physical examination, and the period of incapacitation. After delivery and recuperation should the employee desire a period of adjustment or time to make arrangements for the care of the child, these additional leave requirements, if approved, must be taken care of by the use of available annual leave, compensatory time or leave without pay.

b. Up to twelve (12) weeks of annual leave, compensatory time, or leave without pay may be used by the mother or father in conjunction with either the adoption or birth of a child as provided by the Family Medical Leave Act.

c. To the extent permitted by law and in accordance with OPM guidance, the Employer will grant, upon an employee's request, up to 240 hours of advanced sick leave in connection with the birth or adoption of a child, and the maximum amount of advanced annual leave permitted by law irrespective of existing leave balance.

Section 2. Religious Reasons. In accordance with applicable law, rule, or regulation, any employee applying for annual leave, religious compensatory time, or leave without pay on a workday which occurs on a religious holiday associated with the religious faith of the employee may be granted such leave.

Section 3. Bereavement Reasons. In accordance with applicable law, rule, or regulations, an employee may be granted annual leave, compensatory time, or leave without pay up to five (5) working days' duration in case of a death in the family.

Section 4. Bone Marrow or Organ Donor Leave

a. An employee may use paid leave to serve as a bone-marrow or organ donor pursuant to 5 U.S.C. § 6327.

b. Leave for bone marrow and organ donation is a separate category of leave that is in addition to annual and sick leave.

Section 5. Family Medical Leave Act

a. The Family and Medical Leave Act (FMLA) entitles eligible employees to take twelve (12) weeks of unpaid, job-protected leave for specified family and medical reasons including:

(1) The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;

(2) To care for a spouse (including a same-sex spouse), son, daughter, or parent who has a serious health condition;

(3) For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or

(4) For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

b. Under certain conditions, an employee may use FMLA leave intermittently. An employee may elect to substitute annual leave and/or sick leave, consistent with current laws and regulations for using annual and sick leave, for any unpaid leave under the FMLA.

c. Requests and Certification: When an employee requests FMLA leave due to his or her own serious health condition or a covered family member's serious health condition, the employer may require certification in support of the leave from a health care provider. Appropriate Department of Labor forms will be used for requesting Family Medical Leave (WH-380E or 380F).

ARTICLE 21-WORKING RELATIONSHIPS

Section 1. The parties to this AGREEMENT recognize that there are many factors which affect harmonious working relationships which should be resolved at the lowest possible level.

Section 2. An employee perceiving a problem concerning procedures used by the Union or Employer or any other dissatisfaction is encouraged to make all reasonable attempts to informally resolve the problem at the earliest possible time and lowest possible level. The employee may enlist the assistance of the Union representative and/or the supervisor in attempting to reach a satisfactory resolution. If a satisfactory resolution is not achieved, then the procedures and time limits in Article 7 may be utilized, if appropriate.

ARTICLE 22-POSITION CLASSIFICATION

Section 1. It is agreed that the Position Classification Program shall be conducted within the guidelines issued and authority delegated by the Office of Personnel Management. The Employer agrees to maintain current and accurate position descriptions for all positions in the unit, in accordance with existing instructions. Normally, duties which require five (5) percent or more of an employee's official time will be incorporated in the employee's official position description. In the event of reorganizations, transfer and all related type actions where employees change positions, the Employer agrees to take prompt action to ensure timely classification of positions. The employee will be informed, upon request, of the status of his/her position.

Section 2. The Employer agrees that each employee will have access to a copy of his/her official position description and any amendment(s) thereto. If changes are made to the official position description, the supervisor will discuss the changes with the affected employee. To the extent that nothing shall interfere with the Employer's right to assign work, such discussion will normally occur prior to making the changes. The Employer agrees to provide the Union a written advanced copy of any and all new position descriptions, and proposed changes or amendments (other than de minimus changes) to existing position descriptions, and the Union will be afforded the opportunity to bargain upon request prior to the Employer sending the

Position Description (PD) to HRO for classification. The advance written notice will include a timeframe for response and an intended date of implementation. The Union's decision not to bargain or failure to respond within the specified time does not create a past practice or waiver of its rights regarding future PD changes.

Section 3. An employee may, at any time, submit a recommended change in his/her position description. The Employer agrees to meet promptly with the employee, and, with the consent of the employee, a representative of the Union, to consult and to consider all pertinent facts relating to the request. The Employer shall, as soon as practicable thereafter, notify the employee of its decision. If the decision is unsatisfactory to the employee, and the employee believes that he/she is being misassigned, the matter may be referred to the grievance and arbitration procedure as herein provided so long as it is not an issue appealable under Section 4 of this Article.

However, it is agreed and understood that the Arbitrator's decision can only extend to the alleged misassignment and not to the title, series, and grade of the position. In the processing of a grievance, should there be a question by the Employer as to the title, series, and grade of the position, upon request of the Department Head, the Department of Human Resources will conduct an audit of the position. Such audits will normally be conducted within forty (40) calendar days of the request. Should an employee be dissatisfied with the results of the audit, at the desires of the employee, the provisions of Section 4 below may be followed.

Section 4. If an employee believes that the classification (title, series or grade) of his/her position is in error, upon request the employee will be furnished information on appeal rights and the procedures for filing an appeal. The employee may appeal through a representative designated in writing.

Section 5. It is recognized that Bargaining Unit Employee's (BUE) may be authorized to act on behalf of the supervisor's during periods of absences. In most instances, absences are for limited periods of time. PD's do not need to contain reference to the performance of temporary fill-in supervisory duties. While filling in/"acting" as a supervisor, BUE's will not recommend promotion, participate in appraisals or disciplinary actions and will not have signatory authority for personnel actions and will not act to otherwise adversely affect any other BUE. When authorized to "act" in excess of two weeks, the Employer agrees to abide by Article 24, Details.

Section 6. Purchase Card Holders. Position descriptions for purchase card holders will include duties and responsibilities for that function and vacancy announcements for such positions will notify the applicant that he/she may be required to file an Office of Government Ethics Form 450 (OGE Form 450).

ARTICLE 23-PROMOTIONS

Section 1. The Employer agrees to fill unit positions in accordance with law, rule, and regulation. All eligible employees shall be given full consideration for these positions.

Section 2. It is recognized that when an employee is assigned to a higher level position and he/she meets all the requirements for the position, a temporary promotion should be made if the assignment will continue for more than thirty (30) days, immediate steps shall be taken to recommend the employee for a temporary promotion.

Section 3. The Employer will make available for review the position description for an advertised position upon the request of any employee.

Section 4. Selected candidates and non-selected candidates on the promotion certificate will be notified of the final selection in a timely manner.

Section 5. Selection of unit employees for a position with known promotional potential, and for training that provides a part of the qualification requirements for promotion must be in accordance with the Merit Promotion procedures. However, this does not affect training for noncompetitive promotions such as career ladder, upward mobility, etc., when competitive procedures were used at an earlier stage.

Section 6. Merit Promotion opportunities for unit positions will be posted electronically on the Shipyard intranet page. The Employer will also call attention to internal announcements via wide-distribution e-mails from the Human Resources Office and will include instructions on the USA JOBS application process in the e-mails.

a. Opportunities for unit positions recruited for using the Management Identification of Candidates (MIC) Process will be posted within the Area of Consideration associated with the position pursuant to the negotiated procedure.

Section 7. Career Ladder Promotions. Management will make prompt determinations regarding career-ladder promotions of their employees. A career ladder promotion is dependent on:

- a. The employee's demonstration of the ability to perform the duties of the next higher grade.
- b. Meeting the minimum qualification and time-in-grade requirements.

Section 8. All employees in career ladder positions will be promoted within fifteen (15) business days of fulfillment of sections 7(a) and (b) above.

Section 9. The Employer will provide a copy of the promotion criteria for all career ladder positions including the position description and statements of difference.

Section 10. The Employer agrees to provide the Union with copies of future merit promotion program assessments performed in accordance with applicable instructions or authorities.

ARTICLE 24-DETAILS

Section 1. A detail is the temporary assignment of an employee to a position with different duties than his/her own for a specified period, with the employee returning to his/her regular duties at the end of the detail.

Section 2. It is agreed that details to unit positions may be used to meet temporary needs of the Shipyard's work program where necessary services cannot be obtained by other desirable or practicable means. Details may be made under, but not limited to, the following circumstances:

- a. To meet emergencies occasioned by abnormal workload;
- b. Change in mission or organization;

- c. Anticipated or unanticipated absences;
- d. Pending permanent assignment;
- e. Pending description and classification of a new position;
- f. Pending security clearance to assume permanent duties; and
- g. For training purposes (particularly where the training is a part of established promotional or developmental programs).

Section 3. Details to unit positions will be confined to a maximum period of 120 days unless an extension is made in accordance with law, rule, and regulation.

Section 4. An employee detailed to duties other than in his/her own line of work for a period of 30 consecutive calendar days will have documentation (Standard Form 50 or other appropriate document) placed in his/her Official Personnel Folder.

Section 5. Details to higher graded unit positions will be limited to a maximum period of 120 days, unless made under competitive promotion procedures in accordance with the Shipyard Merit Promotion Program.

Section 6. The Employer will control the duration of details to unit positions in accordance with the provisions of this Article to assure that the details do not compromise the open competitive principles of the merit system or the principles of job evaluation.

Section 7. When an employee is authorized to act in the absence of his/her immediate supervisor during a period of planned absence which is expected to be in excess of two (2) weeks, authorization will be documented by the immediate supervisor or other appropriate management official by official written memorandum to the employee not later than the first day of such authorization.

Section 8. When it is known in advance that an employee will be formally detailed in excess of 30 calendar days, supervisors will, when practicable, notify the employee at least two (2) working days prior to the effective date of the detail.

Section 9. If an employee receives a detail to another position, he/she shall not lose any of the waiting period for consideration of a periodic step increase.

Section 10. When the Employer assigns an employee to a higher level position, the employee meets all the requirements for the position, and the assignment will continue for more than 30 calendar days, the Employer shall take immediate steps to temporarily promote the employee. The promotion shall be made effective no later than thirty (30) calendar days following initiation of the action.

Section 11. In the case of any alleged misassignment of a unit employee, the Union may bring the matter to the attention of the immediate supervisor. If the matter is not satisfactorily

resolved, it may then be processed by the Union in accordance with the provision of Article 7, Section 8.

Section 12. Upon request of the employee, the Employer shall provide a copy of the SF-52 (Request for Personnel Action) including the dates of the detail; title, position description (if classified); or description of the duties to which detailed.

ARTICLE 25-PERFORMANCE EVALUATION

Section 1. It is agreed that the primary objective of any appraisal system is to evaluate performance and as such should be designed to strengthen supervisor/employee relationships with the resultant effect of improving employee performance. Performance evaluation is not a periodic process; it is the supervisor's day-to-day responsibility.

Section 2. The Defense Performance Management and Appraisal Program (DPMAP) for unit employees will be administered in accordance with law, rule, and regulation. Grievances arising from the program will be handled in accordance with the provisions of Articles 7 and 9 of this AGREEMENT.

ARTICLE 26-INCENTIVE AWARDS PROGRAM

Section 1. The Parties recognize the significance of, and benefits to be derived from the Employee Recognition Program. The program is designed to encourage employee participation in improving the efficiency and productivity of Shipyard operations.

Section 2. The Employer and the Union agree that incentive awards will be granted only on the basis of merit and neither maximum nor minimum quotas will be established.

The Shipyard Commander may issue an all hands cash award if in his/her discretion one is feasible and appropriate.

Section 3. The Employer agrees to provide the Union a monthly report of all cash awards and all time off awards distributed to unit members by department, code, type of award, and amount. The Employer also agrees to provide the Union data on monetary compensation resulting from the Defense Performance Management and Appraisal Program.

Section 4. Beneficial Suggestions submitted by bargaining unit members relating to employee benefits or services, working conditions, parking, normal or routine safety procedures, or other negotiable conditions of employment, which the Employer wishes to implement, will be referred to the Human Resources Office, to be handled per the Federal Service Labor Management Relations Statute, and are ineligible for awards. The Suggestion Board or Code 1102 may ask the bargaining unit employee to clarify his/her suggestion, if necessary, and the Employer will contact the Union if any face-to-face meetings will take place. The Suggestion Board or Code 1102 will not meet or work with unit members to further develop suggestions pertaining to conditions of employment towards implementation, or in any way negotiate directly with any bargaining unit member over such suggestions, or imply in any way that any such suggestions will or may be adopted.

Section 5. Award payouts that have been specifically negotiated by the Employer and the Union and are “legally required” will be paid even if the Employer’s awards budget is frozen or exceeded, unless to do so would violate the Anti-Deficiency Act or other applicable law.

Section 6. The Employer agrees the Awards program will be administered in accordance with law, rule, and regulation.

ARTICLE 27- FAIR LABOR STANDARDS ACT

Section 1. The provisions of this Article are informational and shall not be construed to conflict with or modify the provisions of the Fair Labor Standards Act (FLSA), Title 5 United States Code, and implementing regulations of the OPM and Comptroller General, as these are not appropriate matters for bargaining.

Section 2. Exempt and non-exempt employees in the Unit are covered by the provisions of Title 5 for overtime purposes.

Section 3. Periods of paid absence (i.e., Holiday, sick, annual or other paid leave) are considered hours of work for computation of overtime entitlement under FLSA.

Section 4. A non-exempt employee may be granted the choice of compensatory time or overtime pay for irregular or occasional overtime.

Section 5. Normally, authorized travel time outside regular working hours is "hours of work" under FLSA if the employee:

- a. Performs work while traveling (e.g., travel as a driver of the vehicle);
- b. Travels as a passenger to a TDY station and returns the same day, or
- c. Travels as passenger on non-work days during hours which correspond to his/her regular working hours.

Section 6. When an employee's status is found to be nonexempt under FLSA, action will be taken to classify the position as nonexempt. The action taken will ensure that the employee receives the appropriate pay he/she is entitled to in accordance with law and regulation.

Section 7. Upon request, the Employer will provide employees with the basis for their FLSA determination.

Section 8. The Global Memorandum of Understanding (MOU) between NAVSEA and IFPTE concerning FLSA claims (“Global MOU”) and any supplements thereto shall remain in full force.

ARTICLE 28-TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. The Employer and the Union agree that training and development of employees in the unit are important in accomplishing both the mission of the Employer and the Federal career goals of the employee. The Employer will develop, promote, and maintain training programs which are consistent with the needs of the Shipyard. Training directed by the Employer in connection with the assigned duties of the position shall be accomplished while the employee is in a duty status. The Employer and the Union agree that each employee shall be encouraged to apply a reasonable amount of personal time and effort to keep abreast of the changing technology of his/her occupation. Both parties agree to encourage employees to take advantage of training and educational opportunities.

Section 2. The Employer will determine requirements for training and employee development with the objective of maintaining appropriate manpower capability in all work areas.

Section 3. All training opportunities will be offered to qualified employees without regard to race, religion, color, national origin, sex, age, handicap, political affiliation, Union affiliation, or any other non-merit factor.

Section 4. The Employer agrees that Union recommendations to the Employer relative to the training of employees in the unit will be considered. The Employer will implement any approved recommendations. If negotiable changes are made in training programs impacting employees in the unit, the procedures in Article 6 shall apply.

Section 5. Career counseling may be provided by the specialist at the Human Resources Office for those employees who require specific information regarding training and development opportunities.

ARTICLE 29-SAFETY AND HEALTH

Section 1. The Employer will make every effort to provide and maintain safe working conditions and industrial health protection for employees. The Union will encourage employees to cooperate in these efforts and to work in a safe manner.

Section 2. An employee who observes unsafe and unhealthful practices, equipment, conditions and/or environment shall report such observations as soon as practicable to his/her supervisor or the Occupational Safety, Health, and Environmental Office (OSHE) as appropriate. An employee who is engaged in work which is potentially hazardous shall not be required to work alone or beyond the call and/or observation of other employees. Should an employee claim that his/her assigned job is not safe or will endanger his/her health, the circumstances shall be reported to the immediate supervisor. The immediate supervisor shall inspect the job to insure it is safe before requiring the employee to carry out the work assignment. If any doubt regarding safety of the job is raised, a ruling shall be obtained from the division head or senior supervisor available before proceeding. If the employee still believes that the job is not safe, work will stop, the OSHE Office will be promptly called by management to evaluate and render a decision if the work should proceed.

Section 3. The Employer agrees to furnish protective clothing and safety equipment at no expense to the employee excluding prescription safety glasses obtained from non-government

sources and safety shoes unless otherwise directed by higher authority, whenever it is required by the Employer for safety or industrial health purposes.

Section 4. Prompt ambulance service and first aid to an injured employee shall be provided by the Employer on all shifts. No injured employee will remain unattended while being transferred to the hospital. The Employer shall notify the Union promptly after a lost-time accident involving a unit member. Such notification shall identify the employee by name, code, and nature of the injury, and whether or not the employee was conscious if the employee was transported to the hospital. In accordance with applicable regulations, such notice may not include sensitive medical or personal information.

Section 5. When required by the Employer, medical examination and/or treatment arising out of an employment situation shall be at no cost to the employee.

Section 6. An employee's private medical information shall not be disclosed without the permission of the employee or his/her representative designated in writing except when legally required.

ARTICLE 30-TRAVEL

Section 1. When travel is required as part of an employee's assignment, the desires, convenience and comfort of the employee will be considered to the maximum degree consistent with efficiency of operations and the assignment involved. To the maximum extent practicable, no employee will be required to travel during hours outside those of his/her normal workweek. The Employer shall record the reasons for ordering travel at those hours. A written copy of these reasons will be provided to the employee concerned upon his/her request. Any employee required to travel by the Employer will be expected to exercise the same care in incurring expenses that a reasonable person would exercise in traveling at his/her own expense, and will be responsible for submitting, within 5 workdays of return, an accurate, complete and correct claim in a timely manner for expenses incurred. Travel time requirements for leaving and returning can be modified to meet the desires of the employee provided it meets with his/her supervisor's approval and it does not interfere with his/her assignment. However, an employee who desires leave in conjunction with travel or to otherwise modify his/her departure time on temporary duty (TDY) or return from TDY, should normally make such desires known prior to the time the request for travel is submitted. This will allow for maximum consideration by the Employer. Employees who have approval to depart earlier than scheduled or return later than scheduled for their own convenience must do so at no additional cost to the Government. BUEs seeking flight adjustments after travel orders are approved and issued, regardless of the method used to create the travel orders, may contact the Government-Contracted Commercial Travel Office (CTO) listed on the travel orders.

Section 2. Government Procured Contracted Lodging

Bargaining unit employees are encouraged, but not required, to use contracted lodging. Employees choosing not to utilize contracted lodging will be placed on the maximum per-diem rate allowed by the applicable law, rules and regulations. After choosing not to utilize contracted lodging, a BUE is prohibited from going back into a contracted lodging facility during the TDY assignment unless approved to do so by Management.

Section 3. Employees on training or TDY shall be paid the maximum per diem or subsistence allowance as specified by applicable rules and regulations. Employees ordered to travel shall be notified as far ahead of time as practicable and shall, upon request and time permitting, be normally entitled to an advance of funds in accordance with applicable law, rules and regulations.

Government Travel Charge Card (GTCC). Employees who perform TDY travel will normally obtain and use a GTCC for that purpose. The Employer will assist employees in obtaining such cards and will provide information regarding how they are to be used in accordance with the Government Travel Charge Card Regulations and the cardholder account agreement. The policies and procedures for the Government travel charge card program and exemptions from mandatory use of the GTCC are found in the DoD Government Travel Charge Card Regulations, DoD Instruction 5154.31, Volume 4.

The Agency shall take all reasonable steps to assure that the unit member is protected from any adverse impact caused by their use of the GTCC for official travel purposes.

Section 4. Commercially rented vehicles will be used only when it is determined that the use of other methods of transportation will not be more advantageous to the Government. Employees shall not be forced to share a government provided rental car with any person(s) on TDY.

Section 5. Employees on TDY will be granted access to and use of the Station Base Commissary, Exchange, and satellite stores (e.g. minimarts, gas stations) if allowed under DoD Instruction 1330.17 and by the local installation commander. This will be noted on the employee's travel orders.

Section 6. If a traveler is required to travel during night hours (2400-0600) or is scheduled for a long-duration flight, arrangements for the employee's rest period will be made in accordance with applicable law, rules and regulations and noted on the employee's travel orders.

Section 7. If a travel request is submitted to the travel office at least fifteen (15) calendar days prior to the departure date, a travel order will normally be issued to employees at least three (3) workdays prior to their scheduled departure from the Shipyard. All employees may be required to provide a secondary, personal email address. Except in the cases of mission critical emergent travel no employee will be required to travel without official travel orders in hand and no employee shall be required to pick up their travel orders on their day off from work.

Section 8. The Employer shall give priority to processing those travel claims on which no travel advance has been made. Assistance with the proper completion of travel vouchers will be provided to Employees who request it. Travel claims will be processed within thirty (30) days from receipt of a properly completed claim.

Section 9. Denied travel claims may be appealed to the Civilian Board of Contract Appeals (CBCA) pursuant to Article 7. The CBCA's jurisdiction is limited to claims for reimbursement of expenses incurred while on official temporary duty travel; and Claims for reimbursement of expenses incurred in connection with relocation to a new duty station.

Section 10. When an employee is assigned the responsibility of driving a vehicle while on TDY in a foreign country, the Employer will provide GPS navigation and pertinent information applicable to the country in which the TDY will be performed.

Section 11. Employees assigned to TDY on official travel orders and who are authorized to report to the temporary duty station directly from their place of residence in their private vehicle will be granted a mileage allowance reimbursement for the most direct mileage between their residence and the temporary duty station. Such allowance will be authorized only for the operator of the vehicle. The rate of reimbursement shall be in accordance with appropriate regulations.

Section 12. When required, the employee will submit an itemized list of expenses (travel voucher) authorized by his/her travel orders after return from travel. The Travel authorizing official must notify the BUE within seven (7) workdays if their claim is not proper. In the event that the Employer determines that certain expenses are not allowed by regulations, the employer will:

- a. Pay the employee the amount of the travel claim which is not in dispute;
- b. Notify the employee in writing (e.g. E-mail) that the claim was disallowed with a detailed explanation of why and include the specific section of the applicable regulations that was used to deny the claim; and
- c. Inform the BUE that they may appeal the disallowance if he/she desires in accordance with the Collective Bargaining Agreement (CBA).

ARTICLE 31-CONTRACTING OUT, REDUCTION-IN-FORCE, AND FURLOUGHS

Section 1. The Employer agrees to notify the Union as soon as the necessity for a reduction-in-force, or contracting out, is recognized or required, the extent determined, and authorization obtained. The Employer also agrees to inform the Union of the affected competitive levels and the number of employees in the levels affected, when applicable. The importance of informing employees of the basis and reasons for the reduction-in-force, or contracting out, is mutually recognized. All reduction-in-force actions shall be accomplished in compliance with statutes, rules and regulations.

Section 2. The Union shall have the right to review retention registers relative to reduction-in-force actions affecting employees in the unit.

Section 3. The Employer shall consult with the Union concerning any work changes, when it is known that such changes will result in a reduction-in-force or contracting out affecting employees in the unit. The Employer shall consider reassignment, retraining, restricting in-hires and other actions that may be taken in minimizing displacement actions of career unit employees by a reduction-in-force.

Section 4. When an employee receives a reduction-in-force notice, he/she shall be permitted to view the retention list upon which his/her name appears. The employee so affected shall have the right to Union assistance when checking the list.

Section 5. All career and career-conditional employees separated by reduction-in-force action shall be placed on the Reemployment Priority List for all positions for which qualified and available, as directed by them to the Employer in writing. The names of all such persons shall be placed on the Reemployment Priority List in the following order:

- (1) All career preference eligibles with service-connected compensable disability of 30% or more.
- (2) All other career preference eligibles.
- (3) All career non-preference eligibles.
- (4) All career-conditional preference eligibles with service connected compensable disability of 30% or more.
- (5) All other career-conditional preference eligibles.
- (6) All career-conditional non-preference eligibles.

Employees will be given consideration in rehiring in accordance with applicable regulations. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

Section 6. An employee demoted as a result of reduction-in-force is entitled to special consideration for repromotion in accordance with law, rule, and regulation. Although not guaranteed repromotion, ordinarily the employee should be repromoted when a vacancy occurs in a position at his/her former grade (or any intervening grade) for which the employee has demonstrated that he/she is well qualified, unless there are persuasive reasons for not doing so. Consideration of an employee entitled to special consideration for repromotion must precede efforts to fill the vacancy by other means, including merit promotion procedures, except when another employee has a statutory or regulatory right to be placed in or considered for the position. If a selecting official considers an employee entitled to special consideration for repromotion under this section but decides not to select the employee for promotion and then the employee is certified to that official as one of the best qualified and within reach on the Merit Promotion Certificate for the same position, the official must document his/her reasons for the record if he/she does not then select the employee. Upon request the employee and/or a representative may review the documentation. Employees affected by reduction-in-force will be informed of their rights to repromotion at that time. Employees may be repromoted by request initiated by the Employer without regard to the Merit Promotion procedures and without the necessity of formal announcement of the vacancy.

Section 7. In the event of a sizable reduction in force, the Employer agrees to notify the local State Employment Service Offices of the numbers and kinds of employees to be affected.

ARTICLE 32-SEA TRIALS

Section 1. It is the policy of the Shipyard that all qualified persons are assured equal opportunities to participate in sea trials without regard to gender.

Section 2. Unit employees assigned to duties on board a ship will be accorded accommodations and related berthing facilities as determined by the Commanding Officer of the ship to which assigned. All unit sea trials riders will be provided with a blanket and sleeping accommodations.

Section 3. Any problems requiring immediate resolution while at sea shall be referred via the employee's chain of command to the Senior Shipyard Officer aboard (or to the Senior Shipyard Civilian, in the event that no Shipyard Officer is aboard).

Section 4. All hours worked and eating and sleeping hours will normally be certified, when required, by each employee's assigned sea trial supervisor/coordinator.

Section 5. All unit sea trials riders determined to be in a "2/3 rule standby status" will be paid sixteen (16) hours of work/standby time for each 24-hour period at sea. However, when actual work is performed for more than sixteen (16) of the twenty-four (24) hours, the employee may receive payment in excess of sixteen (16) hours.

Section 6. The specified eight (8) hours allowed each employee for sleeping and eating will be at the discretion of his/her supervisor, the Trial Director, or Senior Shipyard representative as applicable. The total allowed time for sleeping will normally be divided into no more than two (2) periods which shall normally be no less than three (3) hours each. The time allowed for eating will be at least one half hour for each meal.

Section 7. Spouses of employees on sea trials may call the employee's immediate supervisor to inquire about arrival times.

Section 8. Employees returning from sea trials are expected to complete a normal eight (8) hour workday. However, when an employee returns during the last hour of his/her eight (8) hour workday, employees may, at the discretion of their supervisor, be granted excused time for the balance of their eight (8) hour workday when their services are no longer required.

Section 9. Upon request, an employee may be granted excusal from participation in a sea trial for hardship reasons provided the Employer determines that his/her reasons are valid and another qualified employee, familiar with the work is available and willing to perform the work. The merits of the Employer's determination will be subject to the provisions of Articles 7 and 9.

Section 10. Employees will not normally be expected to work without compensation (i.e. overtime) during sea trials providing all provisions of Article 11, Section 3 are satisfied.

ARTICLE 33-DUES DEDUCTION

Section 1. The Employer agrees to deduct Union dues from the pay of employees in the unit who authorize such deductions. Nothing in this AGREEMENT shall be construed as requiring an employee in the unit to become or, except as provided in Section 3 below, remain a member of the Union.

Section 2. The Union is responsible for procuring prescribed allotment/revocation forms, making the forms available to eligible employees, certifying the amount of dues and informing employees in the unit on the uses and availability of the required forms. The Union and employees in the unit shall take precautions to conduct such functions during non-duty hours.

Section 3.

a. Except as provided for in section 4 below, an allotment for the deduction of an employee's Union dues may be terminated by the employee through submission of a Dues Revocation Form (SF 1188) on his/her anniversary date (the date the employee originally requested dues withholding) or within a ten calendar day period immediately before his/her anniversary date. Such termination shall become effective the first full pay period of the month following receipt of the Dues Revocation Form provided dues allotment has been in effect for a period of one full year at the time it is received by the Employer.

b. The Employee will present the SF 1188 and verification of anniversary date from the Union to the Payroll Office (currently Code 600). Copy 2 of the form will be forwarded by the Payroll Office to the Union within seven (7) days of processing.

c. The Employer agrees the Shipyard will provide the Union with a Report of Union Members (LS-275A) quarterly.

Section 4. The Employer will automatically terminate Union dues allotment the first full pay period following the occurrence of any of the following:

- a. Loss of exclusive recognition by the Union.
- b. Permanent transfer of the employee from the unit.
- c. Separation of the employee for any reason including death or retirement.
- d. Notification from the Union that the employee has been expelled or has ceased to be a member in good standing in the Union.

ARTICLE 34-GENERAL PROVISIONS AND SERVICES

Section 1. COUNSELING

a. The Employer and the Union are committed to aiding employees who request assistance in obtaining counseling services for alcohol or drug abuse or other matter of a personal nature which is impairing or may impair the employee's job performance.

b. The Employer agrees that any employee in the unit who contemplates retirement in the immediate future shall be afforded retirement counseling to insure that the interests of the employee are protected. Such aid shall be provided by the employee's personnel advisor and/or the Human Resources Office Retirement Counselor and shall include information on alternative retirement plans for which the employee is eligible.

Section 2. CHARITY DRIVES. The Parties to this AGREEMENT endorse participation in and contribution to approved charity drives. However, under no circumstances shall pressure be exerted on any employee to contribute nor shall reprisal be taken for refraining from contributing to such charity drives.

Section 3. FEDERAL EMPLOYEES COMPENSATION/DISABILITY RETIREMENT/FAIR LABOR STANDARDS ACT CLAIMS. Any employee who has a claim under any of the above shall have the right to be represented by a Union representative during discussions of such claims with the Employer.

Section 4. PARKING

The Parties recognized their responsibility to encourage car- pooling to enhance energy conservation, improve parking availability and to ease traffic congestion. The Employer agrees to discuss any contemplated change in parking regulations with the Union and to negotiate such change as required by the Statute.

Section 5. QUESTIONNAIRES. If the Employer develops a questionnaire for distribution to employees in the unit, the Union will be given an opportunity to review and comment on it to the Employer and employees prior to distribution. The results of the survey, in statistical form, will be made available to the Union. This section does not apply to questionnaires developed by an appropriate authority at a level higher than the Shipyard.

Section 6. COMMITTEE REPRESENTATION. The Employer agrees that the Union will have membership on Shipyard committees, including but not limited to:

- Parking Committee
- Safety Committees
- Employee Recognition Board
- OSHE Committee
- Facilities and Equipment Planning Team (FEPT)
- Equal Employment Opportunity Committee
- Traffic Safety Committee
- Quality Forum

Section 7. LIST OF UNIT EMPLOYEES. The Employer agrees to furnish the Union with a list containing the name, occupational code, grade, shop number and employee number of all employees in the occupational codes for which the Union has been granted recognition. This list will be provided semi-annually at no cost to the Union.

Section 8. NEWS ITEMS. News items of general interest may be submitted to HRO by the Union for publication in the Periscope.

Section 9. GENERAL PROVISIONS FOR MOVES

a. Committees. The Employer may establish committees to develop preliminary move plans; a committee shall consist of one Management representative, one Union representative, one Production Facilities Coordinator, and may include Unit employee(s) from the impacted work group. Committee results shall be provided to the Union at the time of the official notification.

b. Area Assignment. After the Employer makes the initial assignments for functional responsibility, individual seating within the section shall be determined by seniority using unadjusted service computation dates. Individual seating selections shall not displace existing employees.

c. Movement/Transportation. The Employer shall provide packing supplies needed to pack employee and office belongings and may provide the necessary labor/transportation services dependent on location.

Section 10. TRAVEL AND BACK SHIFT SELECTION PRINCIPLES

a. It is agreed that the Employer shall determine the numbers of employees, qualifications, skills, and/or capabilities required. A qualified employee is defined as an employee who the Employer determines has the necessary qualifications, skills, and/or capabilities. Code/Division Travel and Back Shift policies will ensure qualified employees are selected in a fair and impartial manner in accordance with the following:

(1) Each Division shall be responsible for maintaining volunteer and force rotating lists for travel and back shift coverage.

(2) Qualified employee volunteers shall be considered first.

(3) If the number of qualified volunteers exceeds the number of vacancies, seniority shall be used in selecting among the qualified volunteers. Once an employee receives an assignment, the employee shall not be considered for a further volunteer assignment until a full rotation of the Volunteer List has occurred.

(4) If an insufficient number of qualified employees volunteer, the Employer may assign qualified employees from the Force List. Once an employee receives an assignment, the employee shall not be considered for a further force assignment until a full rotation of the Force List has occurred.

b. Employees showing a personal hardship will be given special consideration at the time the employee makes his hardship known.

ARTICLE 35-DURATION AND CHANGE

Section 1. The AGREEMENT as executed by the parties shall remain in full force and effect for a period of three (3) years from the date of its approval by the Department of Defense (DoD). By mutual agreement of the Parties and subject to Department of Defense approval, the AGREEMENT may be extended up to one (1) additional years without comprehensive negotiations. On the request of either party, the parties shall meet to commence negotiations on a new AGREEMENT at least 60 but not earlier than 90 days prior to the expiration date of this AGREEMENT.

Section 2. The AGREEMENT, except for its duration period as specified in Section 1 of this Article, is subject to opening only as follows:

a. It is recognized that amendment to this AGREEMENT may be required because of changes in applicable laws, Executive Orders, Office of Personnel Management and Agency rules and regulations issued after the date of execution of the AGREEMENT.

In this event, the parties will meet for the purpose of negotiating new language that will bring the AGREEMENT into conformity with the new requirements. Such amendments shall be duly executed by the parties and will become effective on a date determined to be appropriate under the circumstances.

b. It may be opened for amendment by mutual consent of the parties at any time after it has been in force and effect for at least six (6) months. In any event either party may request and open the contract after a two (2) year period from the effective date for the purpose of negotiating any amendment for a maximum of two (2) articles only. Any request for amendment shall be in writing and must be accompanied by a summary of the amendment proposed. Representatives of the Employer and the Union shall meet within 14 calendar days after receipt of such request to reopen the AGREEMENT for amendment and negotiations shall be limited to those proposals covered in the summary. Agreement shall be evidenced by written amendment duly executed by both parties.

Section 3. Upon approval, copies of this AGREEMENT and amendments thereto shall be promptly reproduced by the Employer and electronically distributed to all current employees in the unit. Additionally, this AGREEMENT will be placed on the Shipyard Intranet Web Page.

Section 4. Termination of this AGREEMENT will not in and of itself terminate the recognition granted the Union. Further, it is provided that this AGREEMENT shall terminate at the time the exclusive recognition granted to the Union is terminated.

Section 5. The Parties agree that MOU's/MOA's will be prepared and formatted in accordance with the Navy correspondence manual. MOU's/MOA's will:

- a. Be serialized through Code 1100;
- b. Be signed by the Employer;
 - (1) The Shipyard Commander or designee shall have the authority to sign MOU's/MOA's, or
 - (2) The relevant Department Head or designee if the MOU/MOA addresses a distinct matter only impacting one Department.
- c. Include an effective date;
- d. Include an expiration date;
- e. Identify impact, if any, on existing contract language; and
- f. Be added to the electronically maintained copy of the CBA.

Section 6. The parties made a concerted effort to incorporate previously negotiated MOU's/MOA's into this Agreement.

a. Any MOU or MOA not posted to the electronically maintained copy of the CBA will expire ninety (90) days after the execution of this Agreement. However, the parties may mutually agree to reissue past agreements overlooked during the collaborative process.

b. Any MOU or MOA concerning back shift or travel selection shall convert to a policy/instruction of the applicable subdivision and does not need to be incorporated into the electronically maintained copy of the CBA in order to remain effective. New policies or changes to existing policies shall be negotiated in accordance with the Statute.

ARTICLE 36-EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1. All qualified employees are assured equal opportunities in employment matters without regard to race, color, religion, sex, national origin, age, disability, genetic information, or in retaliation for your previous participation in the EEO process. The Employer will disseminate the Executive Summary of the U.S. EEO Commission Federal Agency Annual EEO Program Status Report (MD-715 Part E) including the Affirmative Action Plan in accordance with existing law and directive. The Employer will produce the U.S. EEO Commission Federal Agency Annual EEO Program Status Report in accordance with existing law and directives and disseminate the Executive Summary. The Union will be provided notice and opportunity to bargain on any proposed planned activities for the accomplishment of the report which may adversely affect unit members.

Section 2. Representation. When a union steward/officer is named as a complainant's EEO representative, he/she will not be considered to be the representative of the union. The role of a complainant's representative is separate from the role of the Union.

Section 3. In the formal EEO complaint process the EEO will provide notice to the union of all formal discussions with bargaining unit complainants or with bargaining unit witnesses, when such discussions are directly related to the employees' formal EEO complaint. The Union may be present during these discussions for the purpose of determining whether the proceedings are consistent with the CBA or will impact other members of the unit. This encompasses:

a. EEO related mediations of formal complaints held by outside entities such as Investigative Resolution Division (IRD) of the Defense Civilian Personnel Assistance Service (DCPAS) and Federal Mediation and Conciliation Service (FMCS)

b. Mediations ordered by EEOC Administrative Judges and during EEOC appeals

c. Investigations of formal EEO complaints

d. Settlement discussions at any stage of the formal complaint up through and including appeals to the EEOC.

Section 4. The Union will have an opportunity to review written agreements for informal and formal EEO complaints with the name(s) and other identifying information sanitized, only for the purpose of determining whether the language is consistent with the CBA or will impact other

members of the Unit. A speedy review process is required and serves the best interests of the complainant, the union and the Shipyard.

Section 5. The Employer agrees the EEO Alternate Dispute Resolution Program (EEO-ADR) will be administered in accordance with law, rule, and regulation. The Parties further agree that, in keeping with the ADR Act, dispute resolutions communications made under negotiated mediation agreement are intended to be kept confidential by the mediator, and that dispute resolution communications made by either the Employer or the EEO complainant during mediation in the presence of all parties are not confidential and may be disclosed by the parties. Any changes to the EEO-ADR process will be negotiated in accordance with Article 6.

Section 6. The Employer agrees that the Reasonable Accommodation process will be administered in accordance with law, rule, and regulation.

ARTICLE 37-TELEWORK

Section 1. GENERAL PRINCIPLES. Positions in some departments at Portsmouth Naval Shipyard are not appropriate or eligible for regular or recurring telework. For example, positions that require employees' physical presence due to face-to-face contact with others, positions that require access to material or special equipment that cannot be moved from the regular office, and positions that require daily and extensive access to classified materials, are not eligible for regular or recurring telework. However, there may be some positions eligible for recurring telework (one to five days per pay period), or, at a minimum, there are eligible tasks within most other positions that could be performed under situational telework procedures.

The Shipyard may take up to six (6) months from the date of ratification to evaluate position eligibility and equipment capabilities for telework. After the initial eligibility/equipment determination, the Shipyard may phase the implementation of telework, but shall make telework available to all eligible positions within 18 months of the execution of this Agreement.

Section 2. DEFINITIONS

Situational telework means pre-approved telework performed at an alternative worksite on an occasional, one-time, or irregular basis.

Alternative worksite means a place away from the traditional worksite that has been approved for the performance of assigned official duties. For the purpose of this agreement, the alternative worksite may be an employee's home, or temporary residence, i.e., hospital, rehabilitation center, etc.

Duty Station or official worksite refers to Portsmouth Naval Shipyard, Seavey Island, Kittery, ME.

Eligible tasks are those work activities that are portable, do not require the employee's presence at the traditional worksite, and are conducive to supervisory oversight at the alternative worksite. Tasks generally suitable for telework include thinking and writing, policy development, research, analysis, report writing, telephone-intensive tasks, and computer-oriented tasks.

Ineligible tasks are those work activities that require access to classified information, that require face-to-face contact with supervisor/customers/co-workers that cannot be done effectively by telephone or other remote communication methods, that require hands-on contact with machinery, equipment, or classified information, or would involve the discussion of classified information at an alternate work site.

Sensitive information means information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of federal programs, or the privacy to which individuals are entitled under the Privacy Act.

Suitable employee means an employee who has demonstrated dependability and ability to handle responsibility, a proven record of high personal motivation, ability to prioritize work effectively and apply sound time management skills, and a proven or expected minimum performance rating of acceptable. Employees whose conduct has resulted in official disciplinary action related to work performance within the past 12 months or who have unresolved security issues are not suitable for telework. Employees who are under a performance improvement plan (PIP) or Letter of Requirement for medical certification shall not be approved for telework. Further, employees serving a probationary period, or as a trainee or intern generally would not be eligible for telework.

Section 3. PROCEDURES

a. When an employee believes he/she has a suitable circumstance for telework, he/she may request a telework arrangement using a telework agreement, DD Form 2946 (or its successor). Every arrangement for telework must have a DD Form 2946 signed by the employee and the first line supervisor. The Telework Agreement must identify the anticipated hours of work, expected duration per day, and expected duration of the telework assignment utilizing the appropriate blocks and the “Component-Specific Terms and Conditions” block of the telework agreement. If modification to the telework agreement is required for *ad hoc*, short term changes, it will be documented via email to the employee. Employees are expected to follow the agreed upon hours. During the telework duty hours, the employee must be available by telephone. Any requirements for long distance phone calls and reimbursement arrangements will be listed on the telework agreement. If a situation arises at the alternate work site that results in the employee being unable to continue working (e.g., a power failure), the supervisor may grant the employee excused absence or leave, or require the employee to work at the traditional worksite. However, during severe inclement weather (e.g., snowstorms), no employee will be forced to return to the traditional worksite and will be allowed to take leave in accordance with established leave policies during weather emergencies.

The applicable “terms of agreement” printed on the DD Form 2946 apply unless otherwise modified by this AGREEMENT, and will be pre-printed on the telework agreement under “Component-Specific Terms and Conditions”, the tasks proposed to be performed, additional equipment required, products to be delivered, inter-office communication between the employee and his/her supervisor or co-workers, etc., along with any emergency response requirements, or instructions for participation in drug testing programs (if either situation is applicable to the position). The supervisor will review the request and approve/disapprove and return to the employee within 10 calendar days. The procedures of Article 7 will apply if a telework request is denied.

b. If the request for telework is approved, the employee and 1st line supervisor sign the telework agreement and complete the Safety and Security Checklist designed to assess the overall safety and security of the designated work site for the performance of official Government business. By completing the checklist, the employee is certifying the condition of the designated work site.

c. The Employer's policy regarding use of government computer equipment, including the prohibition on accessing inappropriate web sites applies at the telework site. The employee is responsible to protect all government-owned equipment from possible theft and environmental damage. All telework arrangements will require use of NMCI equipment, software, and communications capabilities with appropriate security measures. No personal computers will be used for telework arrangements.

d. No foreign nationals (neighbors, friends, family members, etc.), no family members, and no one other than government personnel with a need to know are authorized use of government-owned equipment or access to sensitive information. No sensitive documents will be printed at the alternate worksite, nor will any printed sensitive documents be taken to the alternate worksite. Any sensitive information for a telework assignment must be contained on a laptop or must be authorized for remote access using a secure network connection, if available (e.g. VPN, etc.). The employee must receive all applicable training prior to remotely accessing the Shipyard Network.

e. Time spent in a telework status must be accounted for and reported in the same manner as if the employee reported for duty at the traditional worksite.

f. Every telework arrangement is subject to termination or alternation due to the failure of an employee to comply with telework program requirements or agreements, or due to changes in work assignments that constitute ineligible tasks. The employee will be given reasonable advance written notice before modifying the arrangement. If a decision to terminate an employee's participation in a telework agreement is reversed as a result of a grievance process, the employee's telework agreement will be reinstated.

The employee may terminate the telework agreement at any time.

g. Each supervisor who has multiple approved telework agreements will maintain rotational lists, if necessary, to ensure fair & equitable allocation/rotation of the number of telework days that will be worked off-site and which days, and for the fair allocation/rotation of government issued equipment/materials. To allow for maximum participation, rotations will be done quarterly, if necessary, to allow all employees to participate in telework.

Section 4. Denial of telework as a reasonable accommodation. The denial of telework involving medical conditions that may be a disability may also be referred to the EEO complaint process.

Section 5. Injury While in a Telework Status. The employee must notify the supervisor immediately of any accident or injury at the alternate worksite, provide details of the accident or injury, complete a CA-1 or CA-2 form as required, and provide the information to the supervisor with a copy of the telework agreement.

Section 4. Denial of telework as a reasonable accommodation. The denial of telework involving medical conditions that may be a disability may also be referred to the EEO complaint process.

Section 5. Injury While in a Telework Status. The employee must notify the supervisor immediately of any accident or injury at the alternate worksite, provide details of the accident or injury, complete a CA-1 or CA-2 form as required, and provide the information to the supervisor with a copy of the telework agreement.

Section 6. Work Area. The employee is required to designate and solely dedicate one area in the home as the official workstation. Generally, the government's liability is restricted to this office workstation (and one bathroom area during duty hours) for the purposes of telework. Each employee approved for work-at-home telework shall sign the Safety Check List section of the telework agreement, which proclaims the home safe.

Section 7. Telework Training. Prior to requesting telework, each employee will complete telework training located at the following site (or its successor) and will print and attach the certificate of completion to the telework agreement (required for the first telework agreement only): http://www.telework.gov/tools_and_resources/training/employees/index.aspx.

Section 8. Employees are not entitled to excused absence for emergency closings ordered at the official duty station per Article 18 if they are otherwise scheduled to be working at home under a telework agreement. However, the employee may be granted administrative leave on a case-by-case basis if inclement weather circumstances prevent the employee from working at the telework site (e.g., power outages). However, if employees at the regular duty site are granted early dismissal for a holiday (e.g., Thanksgiving, Christmas, New Year's Eve), the employee working off site under a telework agreement will also be dismissed early.

Section 9. Participation in a telework agreement does not automatically disqualify an employee from working any alternative work schedule.

Section 10. The Employer is responsible for the maintenance and repair of any government furnished equipment used for telework.

The Parties hereto have executed this AGREEMENT on this 21st day of May 2020.

FOR THE UNION:



LAWRENCE J. DENNIS, JR.
President
International Federation of
Professional and Technical
Engineers, Local 4

FOR THE EMPLOYER:



DANIEL W. ETTLICH
Captain, USN
86th Shipyard Commander and
Installation Commanding
Officer

Approved by the Department of Defense on 2 June 2020