

**NEGOTIATED
AGREEMENT**

BETWEEN

**SUPERVISOR OF SHIPBUILDING,
CONVERSION AND REPAIR, USN NEWPORT
NEWS, VIRGINIA 23607**



AND

**NATIONAL ASSOCIATION OF INDEPENDENT
LABOR, LOCAL 2**

**EFFECTIVE ON
12 MAY 2006**

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PREAMBLE

In accordance with Chapter 71 of Title 5 of the U. S. Code, and subject to all applicable statutes and regulations, the following Articles constitute an Agreement by and between the Supervisor of Shipbuilding, Conversion and Repair, USN, Newport News, Virginia, hereinafter referred to as the 'Employers', and the ~~National Association of Government Employees, Local R4-2~~ National Association of Independent Labor, Local 2, hereinafter referred to as the 'Union'.

Unit designation changed as documented
by MOU Serial No. 2006-15 at the end
of this document.

WITNESSETH

WHEREAS, the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

WHEREAS, the well being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

WHEREAS, the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

WHEREAS, subject to law and the paramount requirements of public service, effective labor-management relations within the Federal service require a clear statement of the respective rights and obligations of the parties:

NOW, THEREFORE, the Parties agree hereto, as follows:

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

The Employer recognizes the Union as the exclusive bargaining representative for the Unit consisting of all employees of the Supervisor of Shipbuilding, Conversion and Repair, USN, Newport News, Virginia, with the exception of the following:

- a. Management officials and supervisors as defined in Title VII
- b. Confidential employees as defined in Title VII
- c. Employees engaged in federal personnel work in other than a purely clerical capacity
- d. Any employee engaged in intelligence, counterintelligence, investigative, or security work which directly affects national security, including but not limited to employees operating any item of cryptographic equipment either "off line" or "on line"
- e. Security guards
- f. Nonprofessional engineering positions (GS-800 group) and graded professional engineers in the engineering sciences and associated fields.

Section f language replaced by authority
of 18 Sep 2000 MOU at end of this
document.

ARTICLE 2

PROVISIONS OF LAW AND REGULATIONS

Section 1. In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the United States Code and Code of Federal Regulations; by published agency policies and regulations in existence at the time the agreement was approved, and by subsequently published agency policies and regulations required by law or the regulations of appropriate authorities.

Section 2. It is agreed and understood by the Employer and the Union that this Article applies to this initial agreement and all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union.

Section 3. In making rules and regulations relating to personnel policy, procedures and practices and matters involving working conditions, the Employer shall give due regard and consideration to the obligations imposed by this agreement and the provisions of Public Law 95-454.

Section 4. It is agreed and understood that in any conflict between this Agreement and any existing SUPSHIPNN instruction, notice, or policy, this Agreement takes precedence.

ARTICLE 3

DURATION AND CHANGES

Section 1. This Agreement shall remain in full force and effect for a period of three (3) years from the date of its approval by the head of the Agency or from the 31st day after execution, whichever is sooner. This Agreement will automatically be renewed for three (3) year periods thereafter unless written notice of a desire to renegotiate the Agreement is served by either party between the 105th and 60th day prior to expiration of the contract.

Section 2. This Agreement is subject to reopening:

- a. By mutual consent of the parties concerned;
- b. When new or revised laws or regulations of appropriate authority require changes to provisions of the Agreement.

Section 3. When the renegotiation of this Agreement is pending or in process, and the parties are unable to complete such renegotiation by the termination date of the Agreement, the terms and conditions of this Agreement shall continue in effect until a new Agreement is effected.

ARTICLE 4

MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATION

Section 1. Definitions. For the purpose of this agreement and all amendments and supplements hereto, the following terms are defined.

a. Mid-Term Bargaining. All negotiations which take place during the life of the Agreement concerning changes to conditions of employment not covered by the terms of this Agreement; or conditions of employment covered by the Agreement pursuant to Article 3, Duration and Changes.

b. Impact and Implementation Bargaining. All negotiations regarding procedures Management will follow in implementing decisions resulting from the exercise of its reserved rights under Section 7106 of the Federal Service Labor-Management Relations Statute and appropriate arrangements for employees adversely affected by those decisions when such decisions concern changes to conditions of employment.

c. Negotiation. Good faith bargaining between the parties with the objective of reaching written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations, and published policies.

d. Consultation. Mutual discussion of policies, programs, and procedures related to work conditions of members of the Unit which are within the authority of the Employer for the purpose of obtaining union views before the Employer takes final action.

Section 2. Procedure for Bargaining. This procedure is applicable to Mid-Term and Impact and Implementation bargaining as defined in Section 1 above.

a. The Employer will provide the Union with a copy of proposed new and revised directives pertaining to personnel policies, practices, and working conditions affecting unit employees. The Union will have five (5) work days after receipt of the proposed directive to provide notice in writing that consultation/negotiations are requested. A mutually agreeable meeting time will then be determined by the parties. Fifteen (15) work days following such meeting, the Union will provide notice in writing that negotiations are requested. This notice will be accompanied by written proposals.

b. If the Union does not request bargaining within the time limit, following the meeting, the Employer may implement the proposed change.

c. The Employer shall have fifteen (15) working days from the date of receipt of a Union-initiated proposed change to conditions of employment to forward a written proposal to the Union.

d. Bargaining will commence within ten (10) working days, unless otherwise agreed to by the Parties.

ARTICLE 5

EMPLOYER RIGHTS

Section 1. Subject to Section 2 of this Article, nothing in this Article shall affect the authority of any management official of the Employer:

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

b. in accordance with applicable laws:

(1) to hire, assign, direct, layoff, and retain employees in the agency, or 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 Employer's operations shall be conducted;

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

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

(b) any other appropriate source; and

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

Section 2. Nothing in this Article shall preclude the Employer and the Union from negotiating

a. on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

b. procedures which management officials of the Employer will observe in exercising any authority under this Article; or

c. appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

ARTICLE 6

EMPLOYEE RIGHTS AND OBLIGATIONS

Section 1. The Employer and the Union agree that employees in the bargaining unit covered by this agreement shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right.

Section 2. Employees have the right, regardless of Union membership to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or agency policy.

Section 3. Employees have the right to be represented by an attorney or by a representative of their own choosing in any grievance or statutory appeal action, except those subject to the negotiated grievance procedure.

Section 4. Nothing in this agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction as delineated in Article 10 of this agreement.

Section 5. In accordance with the Federal Service Labor Management Relations Statute, Section 711 4(a)(3), the Employer will post a notice of Right of Representation for all bargaining unit employees on an annual basis. This posting will remain posted permanently.

Section 6. When the Employer conducts an investigatory interview, the employee being interviewed is entitled, upon the employee's request, to the presence of a Union representative.

Section 7. The employee has the right to confer with Union officials during duty hours concerning grievances, complaints, appeals or other appropriate matters. An employee desiring to confer with a Union representative will make the request for time to his/her immediate supervisor or designee and obtain approval prior to leaving his/her work area. Such absences from the work area will be limited to reasonable amount(s) sufficient in duration to conduct discussions and/or take actions deemed necessary.

Section 8. Both parties recognize that the applicable laws and regulations require employees in the Unit to conduct themselves in a manner reflecting favorably upon themselves, the Employer, and the Federal Service, to report for duty as assigned, in a punctual manner, to perform their work in an efficient manner and with a minimum of waste, to observe the requirements set forth in this Agreement and be subject to appropriate disciplinary action for noncompliance or nonobservance, to acknowledge the rights of the Employer at all times, and to place mission and work accomplishment paramount to personal needs and desires.

Section 9. In the administration of this Agreement, the Parties agree to treat all employees in a fair and equitable manner with necessary safeguards for the privacy and proper regard for the dignity of all personnel.

ARTICLE 7

UNION RIGHTS

Section 1. The Union shall accept employees of the Unit as members without discrimination based on race, color, religion, creed, age, sex, national origin, political affiliation, marital status, or handicapping condition.

Section 2. The Union shall be entitled to act for and to negotiate collective bargaining agreements covering all employees in the bargaining unit and shall be responsible for representing the interest of all such employees without discrimination and without regard to union membership, consistent with this agreement and statute.

Section 3. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

Section 4. The Union will be listed on the Employee Check-In Sheet and all new employees will, at time of in-processing, be directed to the Union office as part of their orientation.

ARTICLE 8

UNION REPRESENTATION AND OFFICIAL TIME

Section 1. The Employer agrees to recognize the duly elected or appointed Union officers and stewards without discrimination or prejudice. The Union shall maintain with the Employer a written list of all officers and stewards who are authorized to speak for the Union in an official capacity. The Employer will recognize only those Union officers and stewards designated in writing.

Section 2. The number of Union stewards (including the Chief steward) shall be the number reasonably required, but not more than seven. Each employee in the bargaining unit shall have access to a Union representative.

Section 3. Reasonable and necessary time off will be authorized without loss of pay to permit designated Union officers, the chief steward, and designated stewards to carry out their duties within the scope of this Agreement. The Union agrees whenever business within the scope of this Agreement is transacted during work hours, only that amount of time necessary to bring about a prompt and expeditious disposition of the matter will be utilized.

Section 4. The Union further agrees that use of official time shall not extend to those activities associated with organizing efforts or the internal management of the Union. Such matters shall include but are not limited to the solicitation of memberships, collection of dues or other assessments, circulation of authorization cards or petitions, solicitation of signatures on dues withholding authorization forms or forms revoking dues withholding authorizations, campaigning for labor organization office and distribution of literature.

Section 5. Union representatives will notify their supervisor when official time for representational functions is necessary. Official time will be granted, contingent on work exigencies. The WAS worksheet SLDCADA system will be used for official time accountability.

Section 6. It is agreed that the Employer or his representatives and normally not in excess of four duly elected or appointed officers or stewards, as designated by the President of the Union shall meet periodically (usually once a month) to discuss appropriate matters affecting the working conditions of employees in the unit, excluding matters that would be appropriate for resolution under the negotiated grievance or other grievance or appeals procedure. The Employer and Union shall normally exchange an agenda at least five workdays prior to the scheduled date of each meeting to enable each other to accumulate the necessary information. The parties may agree to discuss matters other than those on the agenda. Minutes of these meetings will be prepared by the Employer, approved by the Union and signed jointly. Distribution should normally take place not later than ten workdays after the date of the meeting.

Section 7. Authorized representatives of ~~NAGE~~ NAIL will be allowed to visit the command on appropriate Union business at the Union President's request.

ARTICLE 9

UNION TRAINING SESSIONS

Section 1. Union representatives will be granted administrative leave to attend training or receive briefings on subjects within the scope of the statute to the extent that such training is of mutual benefit and permitted by workload. The leave to be granted will ordinarily not exceed eight hours per calendar year for each officer and steward to attend union sponsored training. In addition, each of two union representatives will be allowed an additional 16 hours administrative time per calendar year for training of mutual benefit. The Union shall submit to the Supervisor of Shipbuilding, normally ten days in advance, any request for administrative leave, to include the following information: Name(s) of representative(s) and date, time, and place of meeting. The Supervisor of Shipbuilding will approve the request normally five workdays prior to the start of the requested period.

Section 2. The Employer will provide, upon request from the Union, a meeting place conveniently located at SUPSHIPNN and of ample capacity to conduct union seminars and training sessions including film presentation.

ARTICLE 10

PAYROLL WITHHOLDING OF UNION DUES

Section 1. An employee who is a member in good standing of the Union may voluntarily authorize an allotment from his/her pay to cover regular dues for such membership provided that all the following requirements are met:

- a. The employee receives an established amount of pay that is sufficient after legal deduction and other authorized allotments to cover the full amount of the allotment for established dues.
- b. The employee has voluntarily completed a request for such allotment from his pay with full knowledge of the limitations on revocation of the authorization.
- c. The employee is included in the unit for which exclusive recognition has been granted.

Section 2.

a. The Union agrees to provide to its unit members the prescribed authorization form, SF-1187, and to receive completed forms from members who want to request allotment. The President or Secretary of the Union is designated to receive completed forms, to enter the current amount of regular dues to be deducted for the member each pay period and to determine whether the member is in good standing in the Union. He/she will then complete the required request for certification and submit the form to the Employer's Personnel Office. The Personnel Office agrees to process the form within 2 business days after receipt, and forward it to the Payroll Office.

b. Allotments authorized on properly completed and certified forms, which are received in the Payroll Office three (3) workdays before the beginning of a complete pay period, will be processed for that pay period.

Section 3. The Employer's Payroll Office will withhold the amount of regular dues set by the Union from the pay of each employee for whom it has a properly executed current allotment authorization. If the amount of regular dues is changed, the Union will notify the Employer in writing of the change, which will be effected in the second full pay period following such notification. Only one change will be made in any period of 12 consecutive months.

Section 4. The Employer's Payroll Office will terminate an allotment:

- a. At the end of the pay period in which notification of loss of exclusive recognition by the Union.
- b. At the end of the pay period, or during which, an employee is separated or moves to a position not included within the unit of recognition, with the exception of temporary promotions.

c. At the first complete pay period after written notification is received from the Union that an employee is no longer a member in good standing in the Union.

d. Upon receipt of a properly completed SF-1188, at the beginning of the first pay period one calendar year after the employee's dues have been initially withheld, or if the allotment is not revoked at the end of the first year it has been in effect, any subsequent revocation will be effective on the first pay period beginning on or after 1 June, provided the revocation is received in the Payroll Office prior to 1 June.

Section 5. A supply of SF-1188's will be maintained in the Personnel Office, where they may be requested by employees. The revocation forms must be returned to the Personnel Office. The Union will be informed by copy of the SF-1188 prior to forwarding to the Payroll Office but, in any case, within one (1) pay period of receipt in the Personnel Office.

Section 6. After the end of each pay period, the Employer's Payroll Office will forward a check in the appropriate amount for that pay period to the Comptroller, Fiscal Office, ~~National Association of Government Employees, 159 Burgin Parkway, Quincy, Massachusetts 02169-4213~~ National Association of Independent Labor, 4652-A Haygood Road, Virginia Beach, VA 23455. The check will be accompanied by a list of the names of Union members for the unit who had dues withheld and the amount of each deduction made. At that time, a copy of the above list will be provided to the Union local at the following address: ~~President, Local R4-2, National Association of Government Employees, P.O. Box 704, Newport News, VA 23607~~ President, Local 2, National Association of Independent Labor, P.O. Box 5405, Newport News, VA 23605-0405.

ARTICLE 11

PAYCHECK DELIVERY AND ALLOTMENTS

Section 1. Paychecks will be delivered by ~~one of two methods:~~ electronic funds transfer (EFT) to a financial institution of the employee's choice ~~or mailing to a nonwork address designated by the employee.~~

Section 2. Predesignated amounts of an employee's paycheck may be deposited in specific banks, credit unions, and savings and loan offices in accordance with applicable regulations and instructions and by completion and approval of the appropriate form(s).

ARTICLE 12

HOURS OF WORK AND BASIC WORKWEEK

Section 1. The administrative workweek of employees in the unit is the calendar week, 0001 hours Sunday through 2400 hours Saturday.

Section 2. The basic workweek normally will consist of five (5) consecutive eight (8) hour workdays, Monday through Friday inclusive. Employees shall be granted, on a nonpaid basis, at least one-half (1/2) hour for lunch each workday.

Section 3. Employees may elect a 5/4/9 or flexible alternative work schedule that will be administered in accordance with SUPSHIP instructions and notices in the 12610 series.

Section 4. Employees assigned to the day shift may work flexible work schedules. The workday consists of four time bands:

- (1) Morning flextime band from 0645 to 0800 hours
- (2) Morning core time band from 0800 to 1155 hours
- (3) Lunch band from 1155 to 1225 hours
- (4) Afternoon core time band from 1225 to 1530 hours
- (5) Afternoon flextime band from 1515 to 1730 hours

Employees must be at work or in a leave status during core periods.

Section 5. Employees may submit their preferred work schedule to their chain of command for approval/disapproval. The Employer will make the final determination as to the work schedule of each employee, taking into consideration individual preferences and the needs of the command in performing its mission.

Section 6. The Employer agrees that when employees are required to work during the normal lunch period they shall be granted a lunch period equal in length to the normally designated lunch period.

Section 7. The Employer agrees to notify employee(s) at least three (3) calendar days before the beginning of the first administrative workweek affected by a change in shifts and duty hours. Notification of changes less than 3 days may occur where the Employer would otherwise be handicapped in carrying out its mission or if costs would be substantially increased.

Section 8. When manning irregular shifts, the Employer will request volunteers. The Employer will give special consideration to using qualified volunteers. Assignments will be made by the Employer's determination of skills required. When volunteers are insufficient to meet the Employer's requirements, the Employer will make a reasonable effort to equitably rotate shifts among qualified unit employees.

Replaced with revised Article under 30
Nov 2004 MOU at end of this document.

ARTICLE 13

OVERTIME

~~Section 1. Except as otherwise provided by law, regulation, instruction, or this agreement, overtime work is work performed in excess of 8 hours in a day or 40 hours in a work week. In the case of employees using an alternate work schedule, overtime work is work performed in excess of the number of hours the employee was scheduled to work on that day or week. Overtime pay will be computed and paid in accordance with applicable regulations.~~

~~Section 2. In the assignment of scheduled overtime, the Employer agrees to provide the employee notice as far in advance as practicable, at the minimum one day, for readjustment of personal commitments. In cases of unscheduled overtime or emergency situations, it is recognized that little advance notice will be possible because of unforeseen mission requirements; however, the Employer will notify the employee as soon as the need for overtime is recognized. An employee may request and should be relieved of an overtime assignment for personal reasons if there is another qualified employee willing to serve in his place.~~

~~Section 3. Consistent with required performance and skills, overtime assignments shall be fairly and equitably distributed to all employees in their work unit. Employees in the work unit will be given first consideration for overtime assignments involving work they normally perform. If an employee refuses overtime, for the purposes of this agreement in determining the equal distribution of overtime, the overtime refused will be counted as overtime worked. New employees will be credited with the same number of hours as the employee of the same grade and title with the lowest number of hours in the Department. An employee away from his regularly assigned position (detail, temporary promotion, leave, light duty, etc.) will be credited, for record purposes, with overtime as if actually worked.~~

~~Section 4. The Employer will maintain overtime rosters and will retain such rosters for at least one year. Overtime rosters shall reflect the actual number of hours employees work and the number of hours employees are excused. The Employer will make overtime records available to the Union upon request.~~

~~Section 5. When it is necessary for employees to return to the work site outside of their scheduled work hours to perform unscheduled overtime work, they shall be paid a minimum of two (2) hours overtime. When employees are required to work during the normal lunch period, they will be provided an alternate lunch period or be compensated in accordance with this Article.~~

~~Section 6. Compensatory time will be administered in accordance with 5 CFR 550 and 551 and appropriate regulations.~~

ARTICLE 15

ANNUAL LEAVE

Section 1. Employees shall earn and be granted annual leave in accordance with applicable laws and regulations. Annual leave will be charged in one-half (1/2) hour increments.

Section 2. Consistent with workload and manpower requirements and when the request is submitted with sufficient advance notice, the Employer agrees that an employee's request for annual leave will be granted.

Section 3. Regular days off immediately preceding and following scheduled vacation periods will be treated as part of the vacation schedule, to permit employees to include these days in their vacation plans.

Section 4. It is agreed that employees should schedule use or lose annual leave so that employees will not forfeit annual leave due to excess workload. Use or lose annual leave will be restored in accordance with the United States Code and Code of Federal Regulations.

Section 5. It is agreed that no employee should be called back from leave unless an emergency designated by the Employer arises and no other qualified employee within the immediate organizational element is reasonably available to perform the required duties.

Section 6. Scheduled annual leave will be canceled by the Employer only when an employee's services are required to meet workload requirements, as set forth in regulations. Decisions to cancel previously approved leave will take into consideration work exigencies and non-reimbursable expenses actually incurred by the employee subsequent to the time the leave was approved.

Section 7. An employee on the day shift unable to report for duty because of a personal emergency should request annual leave by calling his immediate supervisor or his/her designee or up the employee's chain of command as soon as possible, but no later than 0830 hours unless precluded by circumstances beyond their control. An employee on the second or third shift unable to report for duty because of a personal emergency must request annual leave of the Employer no later than one hour after the start of his regularly scheduled work shift unless precluded by emergency conditions. Upon return to work, a leave slip must be submitted for the absence. Approval of request for annual leave for unforeseen emergency reasons will be considered as circumstances warrant.

Section 8. The Employer agrees to follow a policy of liberal leave for all Newport News Shipbuilding (NNS) company holidays which are not designated as Federal holidays, provided workload permits. Employees are encouraged to schedule annual leave to take maximum advantage of such liberal leave periods.

Section 9. In accordance with applicable provisions of the United States Code and Code of Federal Regulations, annual leave, leave without pay, or religious compensatory time will be approved when scheduled in advance, for an employee to observe a religious holiday associated with the religious faith of the employee.

ARTICLE 16

SICK LEAVE

Section 1. Employees shall earn and be granted sick leave in accordance with applicable regulations and provisions of this agreement. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness. Sick leave is authorized when properly requested for an employee who is incapacitated for duty because of illness; injury; pregnancy and resulting confinement as ordered by physician or health care provider; medical, dental or optical examination or treatment; or when confined because of exposure to a contagious disease requiring isolation or quarantine. Sick leave will be charged in one-half (1/2) hour increments.

Section 2. Requests for sick leave normally will be made in advance of a scheduled appointment for medical, dental or optical examination or treatment. Employees will make reasonable efforts to schedule such appointments after working hours or on non-workdays.

Section 3. Earned sick leave shall be granted to day shift employees incapacitated for duty provided they furnish notice to their supervisor or his/her designee, as soon as practicable after the start of the work shift, but not later than 0830 hours, unless emergency conditions preclude such notification. Second and third shift employees not reporting for work because of incapacitation for duty shall furnish notice to the supervisor or supervisor's designee, as soon as possible prior to the start of the employee's shift, but not later than one hour after the start of the shift, unless emergency conditions preclude such notification.

Section 4. Periods of absence in excess of three workdays should be supported by a medical certificate, which should be furnished to the Employer no later than 15 calendar days after the employee returns to duty. Signed statements by employees explaining the nature of their illness will be accepted when it is unreasonable to require a medical certificate because the illness does not require the services of a physician. Normally, the diagnosis, prognosis, and appropriate applicable restrictions on activities should be sufficient.

Section 5. When in individual cases there is reason to believe that the sick leave privilege has been abused, a medical certificate may be required to justify the granting of sick leave thereafter. In such cases, the employee will be advised in writing that a medical certificate will be required to support a future grant of sick leave, regardless of duration. The Employer will review the official sick leave record of each employee required to furnish a doctor's certificate at least semi-annually from date of issue to determine whether or not this requirement is necessary. The employee will be notified in writing if the letter of instruction will or will not be withdrawn.

Section 6. The number of hours of sick leave used will not in themselves establish abuse.

Section 7. The Employer agrees to advance sick leave not to exceed 240 hours in established deserving cases of serious illness or disability. Such leave is subject to the following:

- a. The employee furnished written evidence from a physician or practitioner that the employee can expect to return to duty on a permanent basis.
- b. The employee has exhausted all accumulated sick leave.
- c. There is no evidence indicating the employee will not remain employed after his return to duty long enough to repay the advance sick leave.
- d. The employee is not under a written medical certificate requirement.
- e. The employee has exhausted any annual leave in excess of 240 hours.

Section 8. Sick leave should be granted when a member of the immediate family of the employee is afflicted with a contagious disease (a disease subject to quarantine or isolation of the patient by the health authorities having jurisdiction) which requires the care and attendance of the employee; or when, through exposure to contagious disease, the presence of the employee at his/her post of duty would jeopardize the health of others. 5 CFR 630.201 states that a contagious disease is that which is ruled as subject to quarantine, requires isolation of the patient, or requires restriction of movement by the patient for a specified period as prescribed by local health authorities.

Section 9. Sick leave records shall be considered personal in nature, and as such, are confidential. Records of sick leave shall be maintained only by those persons properly designated to maintain them.

Section 10. When a medical practitioner has certified that an employee has physical restrictions that preclude the full performance of the duties of his assigned position, the Employer will offer to provide any duties within workload requirements that the employee can perform within the given restrictions as provided for by applicable regulations and statutes.

ARTICLE 17

EXCUSED ABSENCES

Section 1. Unit employees are encouraged to serve as blood donors and will be excused from work, in accordance with SUPSHIPNN Instruction 12630.3 (series), without charge to leave for the time necessary to donate the blood, for recuperation following blood donation, and for necessary travel to and from the donation site. Additional time, not to exceed one day, may be permitted in cases where the employee must travel an unusual distance or where unusual need for recuperation occurs.

Section 2. When unit employees are excused to participate in interviews and written examinations conducted under the Employer's Merit Promotion Program, they will do so without charge to leave provided the interviews or examinations are conducted during regularly scheduled working hours.

Section 3. Employees may be granted excused absences for other purposes if specified in accordance with regulations.

ARTICLE 18

COURT LEAVE

Section 1. Court leave shall be granted in accordance with appropriate regulations of higher authority to an employee who is subpoenaed to act as a witness before a court on behalf of the United States Government or who is summoned to perform jury duty in any court of law. When an employee is called as such a witness or juror, he shall immediately notify his supervisor and submit a copy of the subpoena or summons. Upon completion of service, the employee shall submit written evidence of his service as a witness or juror.

Section 2. It is agreed that when an employee is excused as a juror or witness for the day in time that would permit return to duty for as much as one hour of his normal workday, he shall do so. This does not preclude an employee from requesting annual leave or leave without pay under these conditions.

Section 3. If the employee receives regular pay from the government, the employee will reimburse the government that amount paid to him by the court for services. Employees may retain reimbursement for out-of-pocket expenses (e.g., mileage, tolls, parking).

ARTICLE 19

LEAVE WITHOUT PAY

Section 1. Leave without pay shall be administered in accordance with applicable law and regulations and will be approved/disapproved consistent with workload requirements and other appropriate Employer considerations.

Section 2. An employee authorized leave without pay will retain benefits and rights as provided by applicable laws, rules, and regulations.

ARTICLE 20

SPECIAL WORK ARRANGEMENTS FOR INCAPACITATED EMPLOYEES

When special circumstances, special arrangements should be made for employees incapacitated for duty due to illness or injury to participate in a work-at-home program for a portion of the workweek or the entire workweek. For a limited duration, depending on the nature of the illness/injury, as long as medical evidence is obtained from the physician and approved by the Command. The work to be performed must be of a substantial nature that is measurable and the Command must be able to verify that the work has been performed.

ARTICLE 21

TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. In recognition of the mutual advantages to both parties, the Union may make recommendations to the Employer relative to the training of unit employees.

Section 2. The Employer agrees to pay all officially reimbursable costs related to required training and to the successful completion of all officially approved self-development training such as books, tuition, and fees, providing that these expenditures have been properly authorized in advance by the Employer. Such books and material will then become the property of SUPSHIP Newport News.

Section 3. Employees, while undergoing Employer-required training, shall be compensated for normal salary, travel, and per diem, as specified under FLSA, JTR, and other applicable regulations.

Section 4. Each employee shall receive equal consideration to participate in training consistent with his/her qualifications, work experience, and present job assignments. When training will qualify an employee for a specific promotional opportunity, selection for such training will be made in accordance with competitive promotion procedures.

Section 5. If an employee selected for training advises that he/she does not desire the training, the Employer will consider a qualified substitute unless such training is determined by the Employer to be necessary for the employee selected. In cases of hardship, training may be postponed or a substitution made. The Employer will make very reasonable effort to accommodate the hardship.

ARTICLE 22

TEMPORARY DUTY TRAVEL

Section 1. It is understood employees may be required to perform temporary duty, in order to satisfactorily accomplish the duties of their positions and the mission of the Employer, under the conditions prescribed in applicable laws and regulations. When selected for temporary duty, the employee may request excusal from such assignment and the request will be considered by the Employer when other qualified employees are available for assignment.

Section 2. Issuance of travel orders, advance travel pay and payment of per diem and travel allowances shall be in accordance with applicable laws and regulations, i.e., Joint Travel Regulations (Vol. 2) and SUPSHIPNN Instruction 4651.2 (series).

Section 3. Except under unusual circumstances, the Employer shall issue travel orders, when required, sufficiently in advance to permit the employee to obtain transportation requests and/or to draw advance travel pay during working hours prior to the scheduled day of departure. Upon request, employees will be entitled to an advance of funds not to exceed the maximum amount allowed pursuant to applicable laws and regulations.

Section 4. To the maximum extent practicable, TDY under the control and authority of the Employer shall be scheduled to provide for the employee to travel during the normal workweek. If the Employer schedules the employee's travel during non-duty hours, and the employee is not eligible for overtime in accordance with applicable law or regulation, the Employer's reasons shall be recorded and a copy provided to the employee.

Section 5. Consistent with the performance of the required mission and availability of more reasonable schedules, the Employer will avoid scheduling employees to use a carrier which requires boarding or leaving the carrier at unreasonable hours, as defined in Joint Travel Regulations (JTR), Volume 2.

Section 6. The Employer will make every reasonable effort to expedite reimbursement of allowable travel expenses.

Section 7. In accordance with Volume II, JTR, employees shall use Government provided quarters when they are a condition of the TDY assignment. When Government quarters are available but not a condition of the TDY assignment, the employee will not be required to use Government quarters. However, if Government quarters are available and the employee elects to use commercial quarters, the employee will not be entitled to compensation for quarters unless provided for by law or regulation.

ARTICLE 23

SAFETY AND INDUSTRIAL HYGIENE

Section 1. Safety on the job is of utmost importance and the Employer and the Union join in the furtherance of good safety practices. The Employer will strive to provide and maintain safe working conditions and industrial health protection for the employees, using applicable rules, regulations and directives. The Union will cooperate to achieve that end and will encourage all employees to work in a safe manner and to use prescribed personnel protective equipment.

Section 2. The Employer will exert reasonable effort to provide and maintain safe working conditions. The individual employee has the responsibility for observance of safe working practices and an obligation to observe safety rules and practices, and identifying hazards to his/her supervisor to protect himself and fellow workers. The Employer and the employees shall conform to all requirements concerning the reporting of accidents and the processing of applicable forms.

Section 3. It is agreed that prevention of injury as well as comfort and aid to injured individuals shall be of prime concern to the Employer and the Union.

Section 4. The Employer agrees to furnish protective clothing and equipment required to safely perform required work. This includes, but is not limited to, safety glasses (including eye examination), safety shoes or boots, as appropriate, hearing protection, and coveralls. The Employer will have the coveralls laundered when required.

Section 5. No employee shall be required to work alone at any work site where it has been determined by cognizant safety personnel that a hazard exists and where such determination has been published in current regulations written either by Office of Personnel Management, or SUPSHIP, to the effect that the employee should not work alone. No employee will be required to perform work alone in tanks, voids, or similar closed spaces without another employee present at the access to the space.

Section 6. 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 the safety or health question cannot be settled by the immediate supervisor, the supervisor will promptly refer the matter for resolution to his supervisor, the Safety Office, or other appropriate authority.

Section 7. On the day of an on-the-job injury, time spent related to an on-the-job injury is considered administrative leave for pay purposes.

Section 8. For those employees at waterfront sites who need a secured area to store necessary items, a secured space will be provided at the work site.

ARTICLE 24

ON THE JOB INJURIES

Section 1. The Employer is responsible for obtaining emergency treatment and transportation necessary to secure treatment for employees in incidents of on-the-job injuries. The Employer will assist the employees in applying for reimbursement from the Office of Workers' Compensation Program (OWCP) for all expenses incurred in obtaining medical treatment.

Section 2. When the employee sustains injuries while in the performance of duty, no matter how slight, the injured employee, or someone in his/her behalf, must within 48 hours after the injury give written notice thereof on OWCP Form CA-1 or CA-2 to the employee's immediate supervisor.

Section 3. When an employee designates in writing a Union representative to assist in applying for compensation benefits, the representative will be authorized to review any documents relating to the claim to which the employee is entitled to review.

Section 4. The Employer agrees to process and forward promptly documents required of the Employer when an employee sustains an on-the-job injury and elects to file a claim.

ARTICLE 25

MERIT STAFFING

~~Section 1. The Employer recognizes the importance of, and the benefits to be derived from, giving promotional opportunity to SUPSHIP employees. All vacant positions will be advertised, except those identified in Appendix A of SUPSHIPNNINST 12335 (Series), and reassignments. The initial area of consideration for vacancy announcements will normally be the minimum area, SUPSHIP Newport News.~~

~~Section 2. This Agreement provides for concurrent consideration of Command employees, but does not restrict the right of the Command to fill positions by methods other than promotion.~~

~~Section 3. The Employer agrees to establish an applicant file of SF 171s, for each position identified in Appendix A of SUPSHIPNNINST 12335 (series), of Command employees who desire consideration whether by promotion, reassignment, or downgrade to positions within the Command as a source to be considered each time the Command decides to fill a vacancy. If a vacancy is announced, applicants must apply under the announcement.~~

~~Section 4. When vacancies are not filled from the applicant file, vacancy announcements will be posted on bulletin boards in areas where unit members are employed for at least six (6) workdays prior to the closing date. The day of posting will not be counted in the time frame. The Employer agrees to furnish the Union with two (2) copies of each SUPSHIP vacancy announcement.~~

~~Section 5. Employees are responsible for submitting a completed application to their supervisors for specific positions which might become available during periods of extended leave/military service or while on official travel/TDY status, following appropriate procedures for each vacancy for which they desire consideration, and submitting appropriate forms as may be required.~~

~~Section 6. All unit employee applications which meet minimum qualifications for a vacancy announcement are rated as qualified. Qualified candidates will be further evaluated in terms of the knowledge, skills, and abilities (KSAs) required by the position to identify those best qualified candidates. Evaluation procedures will be based on multiple assessment measures such as experience, education, training, awards, and annual performance evaluation to the extent that it is relevant to the position being filled. Rating criteria shall not be tailored to fit a certain employee or applicant.~~

~~Section 7. The Employer agrees that selection for vacancies or decisions not to select will be made in a timely manner. Ineligible applicants will be notified prior to referral of candidates. Non-selected eligibles will be notified within one week of selection. Non-selected candidates, including ineligible, interested in self-improvement should meet with the selecting official or Personnel Staffing Specialist, as appropriate, to be informed of methods for enhancing his/her opportunity for future promotional consideration.~~

Superseded by SUPSHIPNNINST
12335.2B as per 18 Sep 2000 MOU at
end of this document.

Superseded by SUPSHIPNNINST
12335.2C as per 16 Nov 2004 MOU at
end of this document.

~~Section 8. A non-competitive promotion of an employee whose position has been reclassified to a higher grade or to a position with a higher representative rate because of the addition of duties or responsibilities will be made in accordance with applicable laws and regulations.~~

~~Section 9. Employees in career ladder positions should be promoted to the next higher level when qualifications and eligibility requirements are met and the level of performance is satisfactory. It is further recognized that career ladder promotions are not automatic or guaranteed.~~

~~Section 10. Merit Staffing grievances must be filed in accordance with Article 30, Section 11 of this Agreement. The Employer will make available for review pertinent promotion records necessary to process grievances.~~

~~Section 11. In any conflict between this Agreement and SUPSHIPNNINST 12335 (series), this Agreement will take precedence.~~

ARTICLE 26

POSITION DESCRIPTIONS AND CLASSIFICATIONS

Section 1. The Employer agrees that employees will normally be assigned work which is appropriate to their position description, taking into account the mission of the agency. "Other related duties" frequently used in position descriptions will not be construed as meaning that a significant amount of work at a higher or lower grade level will be assigned to an employee unless the supervisor advised the Civilian Personnel Office (CPO) and requests revision of the position description and appropriate classification action.

Section 2. The Employer agrees that position descriptions will be written based upon the duties and responsibilities assigned to positions. Employees will be furnished a copy of their position description initially and as changes are made.

Section 3. Each employee shall be afforded the opportunity to discuss with the Employer his/her position description to determine if the description is accurate. During these discussions, the employee may be accompanied by a Union representative. Grievances regarding unresolved matters in this context will begin at Step 2 of the negotiated procedures.

Section 4. When an employee believes that the grade or classification of his/her position is incorrect, he/she may request in writing a review of the classification through supervisory channels. If not resolved within 15 workdays, the employee may appeal in accordance with regulatory appeal procedures. When necessary to explain the basis for classification, the Employer will meet with the employee. The employee may designate a Union representative to assist in presentation of the appeal. The representative will be permitted to attend all meetings, and will be provided a copy of all correspondence that is furnished the employee in connection with the appeal.

Section 5. An employee may review appropriate classification standards in the Civilian Personnel Office.

Section 6. Upon request, the Employer will furnish the Union a listing of competitive levels of all classifications within the unit.

ARTICLE 27

PERFORMANCE EVALUATIONS

Section 1. Each employee's performance will be evaluated fairly and objectively, and will be presented to and discussed with the employee by the Employer prior to making it a part of the employee's record. Each employee will be provided a copy of his/her annual performance evaluation.

Section 2. An employee's initials on an evaluation, where initialing is provided for, indicates only that the evaluation has been received, and does not necessarily indicate an employee's agreement with the evaluation.

Section 3. The employee has a right to grieve his/her performance evaluation. However, a grievance may not be filed concerning the identification of critical job elements or the establishment of performance standards. Grievances will begin at Step 2 of the Grievance Procedure and will be filed within 10 work days of the employee receiving a copy of the performance evaluation.

Section 4. The Employer will counsel employees in relation to their overall performance on an as-needed basis and when the employee's performance drops below a satisfactory level.

Section 5. Performance appraisals and ratings of record will be used as the basis for recognizing employees who achieve sustained quality performance. Performance awards will be given on a fair and objective basis.

ARTICLE 28

DETAILS AND TEMPORARY PROMOTIONS

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

Section 2. An employee shall not be detailed to an established position of a higher grade for a period in excess of 30 consecutive days. All such assignments in excess of this period shall be made by temporary promotion.

Section 3. Details will not be given repeatedly to one employee for the purpose of improperly advancing or damaging any employee's job opportunities. Documentation of details in excess of 15 consecutive days will be provided to the employee.

Section 4. When temporary assignment to an established higher level position is anticipated at the beginning of the assignment to extend beyond 30 consecutive days, the employee, will be temporarily promoted effective the first day of the assignment.

When it was not known at the beginning of the assignment that the temporary assignment to an established position of higher level would continue for more than 30 consecutive days, the employee will be temporarily promoted and compensated effective the first pay period after such continuation becomes known, at the appropriate rate of pay in effect for the higher level position. An employee must meet the qualifications and eligibility requirements of the higher level position for temporary promotion.

Section 5. Competitive promotion procedures will be used when a temporary promotion will exceed 120 days.

ARTICLE 29

REDUCTION-IN-FORCE

Section 1. The Employer and the Union jointly recognize that occasions may arise where adjustments of the work force may be necessary by reduction-in-force, transfer of function, or reorganization.

a. Reduction-in-Force (RIF) means the release of an employee from a competitive level position by separation, demotion, furlough for more than 30 consecutive calendar days, or 22 workdays within one (1) year from the first day the furlough is to be effected, or reassignment requiring displacement.

b. Transfer of Function means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, or the movement of the competitive area in which the function is performed to another area.

c. Reorganization means the planned elimination, addition, or redistribution of functions or duties in an organization or activity.

Section 2. The Employer will notify the Union when it is determined that a reduction-in-force is necessary. The Union may negotiate the impact and implementation of such reduction-in-force actions. Prior to the issuance of official notice to the employees involved in a reduction-in-force action, the Employer will notify the Union of the positions anticipated to be abolished, the approximate date when personnel actions will be initially effected, and reasons for the reduction-in-force. The Union agrees not to divulge the contents of the plan until official notice has been issued by the Employer to the employees affected.

Section 3. In case of a demotion effected under reduction-in-force procedures, the qualifications of the lesser rated position may be waived to the extent permitted by applicable regulations.

Section 4. In the event a reduction-in-force is implemented, the employee(s) affected and his (their) designated Union representative shall be given the opportunity to review retention registers relative to reduction-in-force actions affecting the employee(s).

Section 5. Adverse actions resulting from a RIF are appealable only to the Merit Systems Protection Board (MSPB).

ARTICLE 30

GRIEVANCE PROCEDURE

Section 1. The Employer and the Union recognize and endorse the importance of bringing to light and resolving grievances in a prompt manner. The parties agree that the expeditious settlement of grievances at the lowest possible level is in the best interest of the government service. This procedure is designed to provide an ethical, orderly, and equitable means for resolving grievances.

Section 2. Unit employees covered by this Agreement may present a grievance which may be adjusted with or without Union representation at the grievant's discretion. However, the Union shall have the right to have its representative present at the adjustment. This right to individual presentation does not include the right to take the matter to arbitration, unless the Union agrees to do so.

Section 3. This Article provides procedures for the processing of grievances relating to the interpretation and/or application of this Agreement, and to matters relating to personnel policies, practices, and working conditions which fall within the discretionary authority of the Employer. This shall be the sole procedure available for processing covered grievances. A grievance is defined as any complaint:

- a. By any unit employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to employment of unit employees;
- c. By any unit employee, the Union, or the Employer concerning:
 - (1) The effect or interpretation, or a claim of breach of this Agreement; or
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 4. The following are excluded from coverage of this grievance procedure:

- a. A claimed violation of prohibited political activities.
- b. Retirement, life insurance, health benefits, and matters under the auspices of the Office of Worker's Compensation Programs, U. S. Department of Labor.
- c. A suspension or removal under 5 USC 7532.
- d. Any examination, certification or appointment of candidates for Federal employment.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.

- f. An allegation or complaint of discrimination based on race, color, religion, sex, age, national origin, marital status, political affiliation, or handicapping conditions.
- g. Nonselection for promotion from a group of properly ranked and certified candidates.
- h. Allegations of mismanagement.
- i. Nonadoption of beneficial suggestions.
- j. Termination of probationary employees.
- k. Matters appealable to the Merit Systems Protection Board (including adverse actions resulting from Reduction in Force (RIF)).

Section 5. Grievances may be initiated by: (a) employees (either singly or jointly), (b) the Union, or (c) the Employer. Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy. An employee or group of employees in the unit may be represented by themselves or only by the exclusive Union, in filing a grievance under the negotiated procedure.

Section 6. If two or more employees initiate identical grievances (where the basis for the grievance and corrective action being sought are identical), the Union, if it has been designated as representative, may call the employees together and have them select one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all of the other identical grievances.

Section 7. Reasonable official time will be granted aggrieved unit employees and the appropriate Union representatives to investigate and prepare grievances. Official time will be granted to present a grievance through this Negotiated Grievance Procedure.

Section 8. Once a grievance has been accepted for processing under this Grievance Procedure, failure of the aggrieved employee or the Union to comply with any applicable time limit will terminate further consideration of the grievance except as otherwise provided herein. Failure of a management official of the Employer to comply with any applicable processing time limit will constitute a valid basis for the grievance to be promptly advanced to the next higher step of this Grievance Procedure. However, any time limits stated in this Article may be extended by mutual agreement between the Employer and the Union.

Section 9. A grievance by the employee, Union or the Employer shall be filed within ten (10) workdays of the incident or learning of the incident being grieved except for extenuating circumstances such as an unavoidable or an authorized absence of the aggrieved. Should extenuating circumstances preclude adherence to the above stated time constraints, written reasons will be submitted with the grievance. This section does not apply to the filing of Merit Staffing grievances (Section 11).

Section 10. Employee grievances (except Merit Staffing grievances) shall be processed as follows:

Step 1. An employee shall first take up his/her grievance orally with his/her immediate supervisor. The employee may choose to have a Union representative. The following shall be specified:

- a. The basis for the grievance;
- b. The date of the incident (or learning of the incident) being grieved; and
- c. The corrective relief sought.

The immediate supervisor shall make a reasonable effort to resolve the grievance and will orally render his decisions or findings/conclusions to the employee within seven workdays of the date the employee submitted the grievance.

Step 2. Should resolution not occur at Step 1, the employee may submit the grievance for further consideration by filing his written grievance within seven workdays of receipt of the Step 1 decision to the Deputy Supervisor via the Head of his/her Department/Staff/Project Office. This grievance shall clearly identify:

- a. The basis for the grievance;
- b. If applicable, the specific Article(s) and Section(s) of this Agreement, or specific regulation or instruction by chapter and section, alleged to have been violated;
- c. The date of the incident or learning of the incident being grieved;
- d. The corrective relief sought; and
- e. The date of receipt of the Step 1 decision.

The Department/Staff/Project Office Head will either grant the corrective relief sought by the employee within five (5) workdays of receipt of the grievance or endorse the grievance to the Deputy Supervisor for decision. The Deputy Supervisor will render a written decision within ten (10) workdays from the date he receives the grievance. The Employer's representatives may choose to meet with the aggrieved employee and his Union representative(s) to discuss the grievance.

Step 3. If the grievance is not resolved at Step 2 of the grievance procedure, the matter may be submitted in writing to the Supervisor of Shipbuilding within seven (7) workdays of receipt of the Step 2 decision. A written decision will be rendered by the Supervisor within twelve (12) workdays of his receipt of the grievance.

Section 11. All grievances concerning Merit Staffing matters (except when the basis of the grievance is a nonselection action) will be processed as follows:

Step 1. The grievance will first be informally discussed with the Personnel Specialist involved in the action. This discussion will take place within three (3) workdays of the incident being grieved. The selecting official will be notified that a dispute exists.

Step 2. If the grievance is not resolved to the employee's satisfaction, a written grievance may be filed with the Supervisor of Shipbuilding within three (3) workdays following the informal discussion. The servicing personnel office will prepare a written response within eight (8) workdays of receipt of the written grievance. The response may be released by the servicing personnel office using delegated "by direction" authority from the Supervisor of Shipbuilding. If possible, the selecting official will defer making a selection until a grievance decision is rendered.

Section 12. Employer grievances shall be filed in writing with the President of the Union. The grievance shall specify the basis for the grievance and the corrective relief sought. The President shall issue a written decision within fifteen (15) workdays of receipt of the grievance.

Section 13. Union grievances shall be filed in writing with the Deputy Supervisor of Shipbuilding by an elected officer of the Union. The grievance shall specify the basis for the grievance and the corrective relief sought. The Deputy Supervisor shall respond within ten (10) workdays of receipt of the grievance. If the grievance is not resolved at this stage, the Union President or his designee may advance the written grievance to the Supervisor of Shipbuilding within seven (7) workdays of receipt of the Deputy's decision. The Supervisor shall issue a written decision within twelve (12) workdays of his receipt of the grievance.

Section 14. Grievances not resolved through the provisions of this Article may be referred to Arbitration by either the Union or the Employer in keeping with Article 34, ARBITRATION.

ARTICLE 31

ARBITRATION

Section 1. When a matter pursued through the Negotiated Grievance Procedure, Article 30, is not satisfactorily resolved at the final step of the Grievance Procedure, the matter may be submitted to arbitration by the Employer or the Union. The notification of submittal for arbitration must be in writing and must be received by the Supervisor of Shipbuilding or the Union President within fifteen (15) workdays of the date of receipt of the final decision. Only the parties to this Agreement may invoke arbitration.

Section 2. Within five (5) workdays after receipt of the arbitration notice, the Employer and the Union will meet to attempt to agree on an Arbitrator to hear the case. If agreement is not reached, the Employer and the Union will jointly request that the Federal Mediation and Conciliation Service submit a list of five (5) impartial persons qualified to act as Arbitrators. Representatives of the Union and the Employer will meet within seven (7) workdays after receipt of such a list. The representatives will each strike one Arbitrator's name from the list of five; they will then repeat this procedure. The remaining name will be the duly selected Arbitrator. A flip of a coin will decide which party strikes first.

Section 3. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an Arbitrator to hear the case in the event:

- a. either party refuses to participate in the selection of an Arbitrator, or;
- b. upon inaction or undue delay on the part of either party.

Section 4. The parties will in good faith attempt to define the issue. If complete agreement cannot be reached on the issue prior to arbitration, the parties will present their respective issues to the Arbitrator at the hearing. The Arbitrator will then determine the issue to be heard.

Section 5. Grievability or arbitrability issues if unresolved will be handled as threshold issues at arbitration.

Section 6. The Arbitrator's fees and expenses shall be borne by the losing party. The Arbitrator shall determine the losing party. If there is a split decision in which neither party can be designated as the losing party, the costs shall be borne equally. Where the Union and the Employer mutually request a transcript or the Arbitrator requests a transcript, the expense will be shared, otherwise the party requesting the transcript shall bear the expense. The Employer and the Union shall share equally the expenses of any mutually agreed upon services.

Section 7. The arbitration hearing will be on the Employer's premises during the Employer's regular day shift working hours. Each person authorized to attend the arbitration hearing who is employed by the Employer and who is in an active duty status at the time the hearing is held will be excused from duty to participate in the arbitration proceeding without loss of pay or charge to annual leave. Under no circumstances, however, will an employee of the Employer be paid overtime in connection with attendance at the arbitration hearing.

Section 8. The Arbitrator will be requested to render his/her decision to the Union and the Employer as quickly as possible, but in any event no later than thirty calendar days after conclusion of the hearing unless the parties otherwise agree.

Section 9. The Arbitrator will not change, modify, alter, delete, or add to the provisions of this Agreement; this right is the prerogative of the Union and the Employer only.

Section 10. Either the Union or the Employer may file exceptions to an Arbitrator's award in accordance with law and regulations.

ARTICLE 32

DISCIPLINARY ACTIONS

Section 1. Both parties agree the Employer has the right to administer disciplinary actions for just and sufficient cause. The Navy Guideline of Penalties and Offenses, the gravity of the offense, the influence of the offense on mission operations, working relations and the welfare of other workers, as well as mitigating and aggravating circumstances should be considered when determining penalties.

Section 2. Disciplinary action will be initiated in a timely manner. All disciplinary actions will be processed in accordance with applicable rules, regulations, instructions, and this Agreement, and employees shall be afforded all rights and privileges provided therein. The Employer and the Union agree to safeguard employees' privacy on a need-to-know basis. All disciplinary actions must be supported by a preponderance of evidence.

Section 3. For the purpose of this Article, disciplinary actions may be formal or informal. Formal disciplinary actions are defined as letters of reprimand and suspensions without pay of 14 days or less. Informal disciplinary actions include oral admonishments and letters of caution and/or requirement when they are issued for disciplinary reasons to correct an employee. All disciplinary actions are grievable under the Negotiated Grievance Procedure. Summaries of oral admonishment and copies of letters of requirement and/or caution that are disciplinary in nature shall not be placed in an employee's official personnel folder. Incidents for which an employee is orally admonished will not be counted as prior offenses or infractions when determining a penalty under the guideline schedule of disciplinary offenses and penalties.

Section 4. It is the Employer's policy to impose the disciplinary penalty that can be reasonably expected to correct the offending employee and to maintain discipline and morale among other employees.

Section 5. A preaction investigation should be initiated and completed as soon as practicable following an incident which may be appropriate for disciplinary action. The affected employee will be advised as to the nature of the alleged offense. The preaction investigation will normally include a discussion with the employee against whom disciplinary action is being contemplated. Preactions are normally to be conducted by personnel other than those who are witnesses to the alleged offense. At the completion of the preaction investigation, the employee will be advised of the course of action contemplated.

Section 6. At any examination of a unit employee by a representative of management where the employee believes that disciplinary action may be taken against him/her, the employee may have a representative of the Union present upon request. The Union agrees to promptly make arrangements for a representative to be present so as not to delay the continuation of the examination.

Section 7. In the event of a written proposed disciplinary action, the employee will be advised of his right to representation. Employees against whom disciplinary action is taken shall be informed in writing of their right to grieve through the Negotiated Grievance Procedure.

Section 8. When an employee is notified that discipline is being contemplated against him/her, he/she and his/her representative will be provided access to the preaction investigation upon which such action may be based. When disciplinary action is proposed, the employee and his designated representative shall be given a copy of the cited preaction investigation conducted under Section 5 of this Article.

Section 9. Grievances contesting the propriety of a disciplinary action may be filed by the affected employee not later than 10 workdays after receipt of the decision letter. These grievances will be filed at Step 2 of the Negotiated Grievance Procedure.

ARTICLE 33

ADVERSE ACTIONS

Section 1. For the purposes of this Article, adverse actions are defined as removal, suspension for more than fourteen (14) calendar days, reduction in grade or pay, or furlough of thirty (30) days or less. A furlough is defined as a temporary nonpay status and absences from duty required by the Employer because of lack of work or funds, or for other nondisciplinary reasons.

Section 2. An employee against whom an adverse action is proposed is entitled to:

- a. At least 30 days advance written notice, unless there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action;
- b. Not less than ten (10) workdays to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer;
- c. A written decision and the specific reasons therefor at the earliest practicable date;
- d. A representative of his/her choosing; and
- e. Notice of appeal rights.

Section 3. The Employer will inform the employee in the decision letter of his/her appeal rights. Decisions regarding adverse actions are excluded from coverage of the Negotiated Grievance Procedure but are appealable to the Merit Systems Protection Board.

ARTICLE 34

ADVERSE WEATHER

Section 1. The closing of an activity for a brief period is within the administrative authority of the Employer. During any period of shutdown, the Employer will apply the appropriate regulatory guidelines for excusing employees without charge to leave when emergency conditions arise.

Section 2. When the Employer decides during non-duty hours to operate on a reduced basis or close the activity due to adverse weather conditions, the Employer will disseminate the information to local radio and TV stations and activate the SUPSHIPNN answering machines immediately after the decision is made. The telephone number for obtaining information regarding reporting to work will be published periodically.

ARTICLE 35

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer agrees it shall not discriminate regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, marital status, lawful political affiliation, or handicapping conditions in accordance with applicable laws and regulations.

Section 2. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons.

Section 3. An employee who believes he/she has been discriminated against may pursue his/her dissatisfaction through EEO complaint procedures. An EEO complaint must be initiated within forty-five (45) calendar days of the discriminatory act or of the employee becoming aware of a discriminatory act. An employee may have a personal representative of his/her choice, as provided by regulation, in pursuing an EEO complaint.

Section 4. The Union may raise to the EEO Manager any issue(s) relative to Equal Employment matters.

ARTICLE 36

UNION FACILITIES

Section 1. The Employer will provide the Union a private office and access to a shared counselling room of reasonable size along with the following at no cost to the Union:

- a. Desk
- b. Chairs and table
- c. File cabinets – lockable
- d. Telephone - local access and tielines (excluding the use of autovon, and long distance calls except on a reimbursable basis).
- e. Access to the LAN
- f. Computer workstation with hard drive and printer

Section 2. The Employer will provide the Union one (1) vehicle parking space as assigned by the Parking Committee for use of its officials carrying out their representational duties.

Section 3. The Employer agrees to consider requests for the use of SUPSHIPNN facilities by the Union for meeting purposes on an as needed, as available basis. Upon such request, facilities of this activity will be made available, to the extent possible, for meetings of the Union for the conduct of internal affairs outside regular working hours, subject to prescribed security requirements and consistent with all pertinent circumstances.

ARTICLE 37

REORGANIZATION

Section 1. Reorganization is defined as the elimination, addition, or redistribution of major functions or duties which would change the organizational structure of the affected organization as presented in the SUPSHIPNN instruction covering organization charts and functional statements.

Section 2. The Employer agrees to notify the Union immediately of a pending reorganization. At this time, the Union may make its views and recommendations known concerning the reorganization.

Section 3. The Union, upon request, may negotiate the impact and implementation of a reorganization decision.

ARTICLE 38

CONTRACTUAL WORK

Section 1. The Employer retains the right to make determinations with respect to contracting out as provided in Section 7106 of the Civil Service Reform Act. All contracting out decisions will be in accordance with applicable laws and regulations.

Section 2. As requirements are known, the Union will be notified of the functions scheduled for review under the Commercial Activities Program that may have an impact on unit employees.

Section 3. The Union will be advised of contracting out decisions made under OMB Circular A-76. The impact and implementation of A-76 contracting out decisions will be negotiated at the request of the Union.

Section 4. Disputes concerning compliance with OMB Circular A-76 are excluded from negotiated grievance procedures and will be submitted pursuant to statute and government-wide regulations.

ARTICLE 39

BENEFICIAL SUGGESTION PROGRAM

Section 1. The parties agree to promote participation of employees in the Beneficial Suggestion Program.

Section 2. Beneficial suggestions should be submitted through appropriate channels on OPNAV 5305/1 (Department of the Navy Suggestion form). The Employer will make suggestion forms available to employees.

Section 3. The employee will be advised, in writing, of the adoption or rejection of the suggestion. If the suggestion is rejected, the employee will be informed of the reason for the rejection. Awards for suggestions will be in accordance with applicable regulations. Upon request, the employee will be advised of the status of suggestions that are delayed beyond 60 days.

ARTICLE 40

PARKING

Section 1. Parking shall be administered in accordance with SUPSHIPNN Instruction 5560 series.

Section 2. Parking rules and regulations as outlined in the current SUPSHIPNN Instruction on parking will be enforced by the Parking Committee.

ARTICLE 41

BULLETIN BOARDS AND PUBLICITY

Section 1. The Employer will provide a minimum of two (2) official Union bulletin boards for literature properly identified as ~~NAGE, Local R4~~—2NAIL, Local 2. The bulletin boards will be the lockable-type and will be mounted by the Employer in conspicuous locations in Building 2. The Union shall be solely responsible for posting and removing material on the bulletin boards. Material shall not be posted or displayed elsewhere without the prior approval of the Employer.

Section 2. The Union may submit articles of general interest to the Employer for inclusion in the Plan of the Week, or other similar command publication. The Employer retains the right to refuse to publish an article if deemed inappropriate or if space does not permit.

ARTICLE 42

DISTRIBUTION OF AGREEMENT

Section 1. The Agreement will be typed in final format by the Employer. Cost of reproduction/printing will be borne by the Employer. The Employer will distribute copies of the Agreement to all unit members and new employees as hired.

Section 2. The Union will be provided 25 copies of the new Agreement for internal use.

ARTICLE 43

CIVIC RESPONSIBILITIES

Section 1. Eligible employees who are in a duty status on any election day shall be granted administrative excusal to vote in accordance with applicable regulations. Employees will be granted time to allow a total of three (3) consecutive hours in which to vote while the polls are open. This time will be granted at the beginning or the end of the workday, whichever will result in the least amount of lost work time. The Employer reserves the right to change the work schedule for Command employees such that election day, during the November pay period when major elections take place, is an 8 hour workday for employees participating in the 5-4-9 alternative work schedule.

Section 2. The parties recognize the importance of employee participation in local community charitable and humanitarian activities. It is agreed that such participation shall always be voluntary.

Section 3. Employees who can be spared without interference with essential agency operations and obligations will be excused to participate in emergency rescue or protective work during an emergency such as fire, accident, flood, or search operations. This includes auxiliary policemen, paramedics, and volunteer firemen, but does not include employees performing rescue or guardsman duty as authorized for military leave under 5 USC 6323. The employee will provide the Employer with evidence of the emergency.

ARTICLE 44

UNFAIR LABOR PRACTICES

Section 1. The Union and the Employer will encourage all persons alleging unfair labor practices and persons against whom such allegations are made to meet and, in good faith, attempt to resolve such matters in advance of filing unfair labor practice charges with the Federal Labor Relations Authority (FLRA). Attempts to resolve the unfair labor practice allegation shall continue subsequent to the filing of the charge with the Regional Director of the FLRA.

Section 2. An unfair labor practice charge must be filed within six (6) months from the date of which the alleged unfair practice occurred, in accordance with Chapter 71 of Title 5 of the U. S. Code. The advance notification and informal resolution efforts will not relieve the charging party of meeting all time limitations prescribed in FLRA regulations concerning the filing of ULPs.

ARTICLE 45

HAZARD AND ENVIRONMENTAL PAY DIFFERENTIAL

Hazard and/or environmental pay differential(s) will be paid to eligible employees subject to the provisions of the United States Code and Code of Federal Regulations and other applicable regulations.

ARTICLE 46

DUTY ON SHIPS UNDERWAY/SEA TRIALS

Section 1. Definitions.

a. Actual work. Actual work is performed when attention is devoted to doing certain tasks, even though the nature of the task does not require constant attention or constant activity.

b. Standby Duty. For employees performing standby duty, other than those paid additional pay on a percentage basis under Section 5545 of Title 5, United States Code, the regularly scheduled administrative workweek includes regularly scheduled standby time, except that allowed by agency regulations for sleep and meals. Agency regulations may provide for the allowance of a specific number of hours out of each 24 hours on the job for sleep and meals; however, the time allowed for sleep and meals need not be specifically identified as particular hours. Standby time consists of periods in which an employee is officially ordered to remain at or within the confines of his station, not performing actual work but holding himself in readiness to perform actual work when the need arises or when called. For standby employees serving in rotating shift systems, there may be adopted the two-thirds rule, two-thirds of each hour on the job to represent time in a pay status and one-third as time out for sleeping and eating.

Section 2. When standby duty and actual work cover a period of twenty-four continuous hours, employees, other than those paid additional compensation on a percentage basis (annual premium pay), will be paid for sixteen of the twenty-four hours—"two thirds" rule. When actual work is performed for more than sixteen of the twenty-four hours, the employee will be paid for all hours of actual work and standby time performed during the period less the time allowed for sleeping and eating. When the period of standby time exceeds twenty-four hours, the "two thirds" rule will be applied only to full twenty-four hour periods. The standby duty will be compensated at basic or overtime rates, as appropriate, the same as if employees had performed actual work. For example, on a scheduled workday, eight hours in twenty-four continuous hours on the job will be compensated at basic rates and eight hours at overtime rates.

Section 3. Unless changed, employees continue their regular tours of duty when assigned to duty aboard a ship underway. Compensation is at basic and overtime rates for the actual work performed. When in a position of readiness while aboard ship to perform actual work when the need arises or when called, such an employee may be assigned a tour of duty which includes time in a standby status.

Section 4. An employee assigned to duty aboard a ship underway is considered to be in a travel status whether he is or is not in a standby status. He will be entitled to the appropriate per diem allowance prescribed in Joint Travel Regulations (JTR) Volume 2 and issued formal travel orders.

Section 5. Within the Employer's capability, and to the extent that facilities are available, employees selected for underway trials trips will be provided accommodations commensurate

with those provided an equivalent individual in the shipbuilder's trial crew and with the Ship's Force organization. The Employer will consider berthing space availability prior to establishment of sea trial schedules.

ARTICLE 47

ASSIGNMENTS TO COMMITTEES

Section 1. The following are currently established committees to which the Union shall be afforded membership:

- a. Employee's Activities Association
- b. Parking
- c. Equal Employment Opportunity
- d. OSHA Safety
- e. Command Partnership Council(s)

Section 2. Committee members shall be subject to applicable law, provisions of pertinent regulations and activity instructions governing functions and tenure of the committee(s). In staffing committees in which union participation is mutually desired, the Union will be afforded the opportunity to name a representative of its choice.

Section 3. The selected Union representative shall be primarily responsible for assisting, as a committee member, in achieving the objective(s) of the committee.

Section 4. Union participation on a committee does not constitute a waiver of their bargaining rights.

ARTICLE 48

MORALE

Section 1. The Employer will provide and assist in the continued improvement of a fitness/wellness program for the employees in accordance with SUPSHIPNNINST 1020.3E dated 07 June 1993. Employees will not be denied required overtime because of their participation in the fitness program.

Section 2. The Employer agrees to continue the established Voluntary Leave Transfer Program in accordance with the existing SUPSHIPNN Instruction.

ARTICLE 49

MISCELLANEOUS AND GENERAL PROVISIONS

Section 1. The Employer will provide the Union with a copy of the Employer's instructions pertaining to personnel administration and changes as published and, upon written request, all other publications that affect employee working conditions.

Section 2. Upon the Union President's written request, but not more frequently than twice each year, the Employer will furnish the Union a data processing run-off of all unit members' names and pay grade. This information will be furnished as soon as possible after the written request is received.

Section 3. The Employer will provide the Union a copy of the approved SUPSHIP Organizational Charts as published.

ARTICLE 50

PARTICIPATION IN WAGE SURVEYS

Section 1. The Union shall be notified of the time and extent of locality wage surveys, as tentatively scheduled by the Department of Defense Wage Fixing Authority as soon as practicable by the Employer.

Section 2. If members of the Union are requested by the Local Wage Survey Committee of the Coordinated Federal Wage System to participate in wage surveys, the Employer will permit their participation.

ARTICLE 51

FAMILY LEAVE

Section 1. Maternity leave. Leave of absence for maternity reasons will be granted the employees as follows:

The basis for use of sick leave for maternity purposes is the same as any other situation involving sick leave, namely the employee must be incapacitated for work. The employee, upon presentation of a properly supported request, will be granted sick leave for the actual period of incapacitation. Advanced sick leave may be authorized for maternity reasons when the Employer is assured the employee will be returning to work for a sufficient period to accrue the advanced sick leave used.

After delivery and recuperation, the employee may desire a period of adjustment or need time to make arrangements for the care of the child. These additional leave requirements may be taken care of by the use of available annual leave, or leave without pay in accordance with Article 19.

No arbitrary cutoff date requiring an employee to cease work or preventing an employee from returning to work will be established. If cutoff dates are established, they must be based upon the physical capability of the employee to perform the duties of the job after a determination has been made or concurred with by a physician.

The Employer will consider reasonable changes in work schedule to accommodate nursing mothers.

In accordance with appropriate regulations, the employee shall be returned to her position or a like position at the end of the absence for maternity reasons.

Section 2. Paternity leave. It is recognized that a father may need time to adjust to new family members and build a close relationship with the newborn. He may also need to care for other minor children and the mother of the newborn. Annual leave or leave without pay for up to 30 days may be requested for these purposes. Extended needs may be granted on a case-by-case basis. Approval of leave for paternity reasons is subject to the rules applicable to annual leave or leave without pay for other purposes.

Section 3. In accordance with the Family and Medical Leave Act (FMLA) of 1993, up to twelve (12) weeks of leave without pay (LWOP) must be granted eligible employees who have been employed for at least twelve (12) months, provided one of the following criteria is met during any twelve (12) month period:

a. for the birth of the employee's child or to care for the child after birth occurs; or for the placement, adoption or foster care of a child;

b. to care for the employee's spouse, son, daughter, or parent who has a serious health condition;

- c. for a serious health condition that makes the employee unable to perform his/her job.

Section 4. An employee may elect to substitute accrued annual leave for sick leave or LWOP.

Section 5. Employees must ask for leave as soon as possible when any of the above situations occur.

Section 6. The Employer may require medical certification to support a request for leave because of a serious health condition and a fitness for duty report to return to work.

Section 7. Job benefits and protection include the following:

- a. For the duration of FMLA leave, the Employer shall continue paying the Employer's share of the group health plan. Employees may pay the employee share of the premiums on a current basis or may incur a debt and pay his/her share upon return to pay and duty status.

- b. Upon return from FMLA leave, employee(s) shall be restored to their original positions or equivalent positions with the same pay, benefits, and other employment terms.

- c. The use of FMLA leave shall not result in the loss of any employment benefits which accrued prior to the start of an employee's leave.

Section 8. The Federal Employees Family Friendly Leave Act (FFLA) of 1994 authorizes the use by all covered full-time employees of a total of up to forty (40) hours of sick leave per year and an additional sixty-four (64) hours per year to eligible employees who maintain a balance of eighty (80) hours of sick leave to do the following:

- a. give care or otherwise attend to a family member having an illness, injury, physical or mental illness, pregnancy, birth, or medical, dental, optical examination or treatment or other condition which, if an employee had such-a condition, would justify the use of sick leave by the employee; or

- b. make arrangements or attend the funeral of a family member.

Section 9. For the purpose of definition, the term "family member" as referred to in the FFLA shall mean:

- a. Spouse and parents thereof;

- b. Children, including adopted children, and spouses thereof. The term "children, including adopted children, and spouses thereof," is further defined as adult sons and daughters, whether disabled or not, and therefore permits an employee to use sick leave to arrange for or attend the funeral of an adult son or daughter over eighteen (18) years old and not disabled;

- c. Parents, brothers and sisters, and spouses thereof; and

- d. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Section 10. A part-time employee or an employee with an uncommon tour of duty shall be authorized to use sick leave equal to the average number of hours of work in the employee's scheduled tour of duty each week. In addition, if the employee maintains a sick leave balance equal to at least twice the average number of hours of work in the employee's scheduled tour of duty each week, he/she may use an amount equal to the number of hours of sick leave normally accrued by the employee during a leave year for the purposes described in the FFLA.

Section 11. In order for an employee to participate in the voluntary leave transfer program to care for a family member, he/she must use all available accrued leave including sick leave before applying to participate in such programs.

Section 12. Public Law 103-329 enacted September 30, 1994, established provisions for the use of paid leave to be a bone marrow or organ donor, or the use of sick leave for adoption of a child. In accordance with this law, the following will apply:

a. An employee shall be entitled to the use of seven (7) days paid leave each calendar year (in addition to annual and sick leave) to serve as a bone marrow or organ donor. The employee is entitled to use of this leave without loss or reduction in pay, leave to which entitled, credit for time or service, or performance or efficiency rating. The length of absence will vary depending upon medical circumstances of each case. For medical procedures and recuperation requiring longer than seven (7) days, the Employer shall continue to accommodate employees by granting additional time off in the form of accrued sick and/or annual leave, leave without pay, or advanced sick or annual leave.

b. Employees will be permitted to use sick leave for purposes related to the adoption of a child. Employees shall be required to request, to the extent possible, advance approval to use sick leave for adoption-related purposes. When required by the exigencies of the situation, the Employer should advance up to thirty (30) days of sick leave for adoption-related purposes. Purposes for which an employee may request the use of sick leave in adoption cases include but are not limited to:

- (1) appointments with adoption agencies, social workers, and attorneys;
- (2) court proceedings;
- (3) required travel; and
- (4) any other activities necessary to allow the adoption to proceed.

The Employer agrees that the entitlement to the use of sick leave for purposes of adopting a child is in addition to the employee's entitlement to unpaid leave for the placement of a child with an employee for adoption under the FMLA of 1993. In applying the use of sick leave, there shall be no difference between the limitations that apply to biological children as opposed to adopted children for the purpose of providing care as a result of physical or mental illness, injury, impairment, pregnancy, or childbirth. In applying the terms of the FMLA, FFLA, and Public Law 103-329 with regards to adoption, the Employer may ask the employee to support his/her request for leave with evidence that is administratively acceptable.

MEMORANDUM OF UNDERSTANDING

1. In accordance with the NAGE Local R4-2 collective bargaining agreement (CBA) Article 3, "Duration and Changes" Section 1, the Supervisor of Shipbuilding, Conversion and Repair, USN and the NAGE, Local R4-2 acknowledged the rollover of NAGE Local R4-2 CBA, that was effective on 12 May 2000.

2. As a result of this agreement, the NAGE Local R4-2 CBA will expire on 13 May 2003, unless written notice of a desire to renegotiate the Agreement is served by either party between the 105th day (29 Nov 2002) and the 60th day (14 Mar 2003) prior to expiration of the contract (13 May 2003).

3. Additionally, the parties agree to the following language changes:

(a) Article 1 "RECOGNITION AND UNIT DESIGNATION"

Replace section "f" with the following:

f. Non professional engineering positions (GS-800 group) and graded professional engineers in the engineering sciences and associated fields.

(b) Article 25. "MERIT STAFFING"

Upon the parties' agreement, SUPSHIPNN INSTRUCTION 12335.2, Merit Staffing Program Instruction, will replace SUPSHIPNN Instruction 12335.1C of 6 October 1989.

Article 25, "Merit Staffing" will remain in effect until the SUPSHIPNN Instruction 12335.2, Merit Staffing Program, has been negotiated with NAGE, Local R4-2 and implemented by the command. At that time, SUPSHIPNN Instruction 12335.2 will supercede Article 25 of the NAGE negotiated agreement. Any subsequent changes thereafter to merit staffing would have to be fully negotiated with the union.



<i>Patricia Warner</i>	<i>9/18/00</i>	<i>Mark E. Bridges</i>	<i>9-18-00</i>
Patricia Warner	Date	Mark Bridges	Date

Modified by 16 Nov 2004 MOU below.

MEMORANDUM OF UNDERSTANDING

The Supervisor of Shipbuilding, Conversion and Repair, Newport News, Virginia and the National Association of Independent Labor, Local 2 agree to the following:

1. Upon issuance, SUPSHIPNNINST 12335.2C will replace SUPSHIPNNINST 12335.2B.
2. SUPSHIPNNINST 12335.2C, upon issuance, will be used in lieu of Article 25, "Merit Staffing" in the parties' negotiated agreement. The union will be informed of any subsequent changes to merit staffing and will be provided the opportunity negotiate regarding the change.

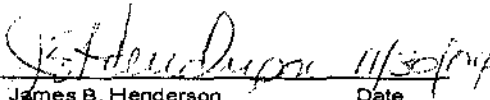
	<u>11/10/04</u>		<u>16 Nov 04</u>
For the Union	Date	For Management	Date

MEMORANDUM OF UNDERSTANDING

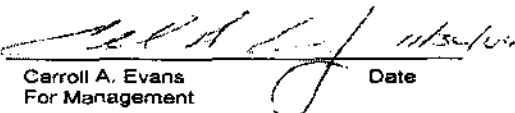
Encl: (1) NAIL Contract, Article 13 (Overtime), dated 26 November 2004

The Supervisor of Shipbuilding, Conversion and Repair, USN, Newport News, Virginia and the National Association of Independent Labor, Local 2 agree to the following:

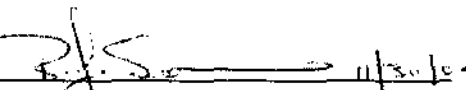
The enclosed article will be used in lieu of Article 13, "Overtime" in the parties' negotiated agreement. The Union will be informed of any subsequent changes in the overtime process, as it relates to NAIL Union eligible employees, and will be afforded the opportunity to negotiate regarding the change.


James B. Henderson
For the Union

Date


Carroll A. Evans
For Management

Date


Randall L. Sommer
For the Union

Date

NAIL Contract, Article 13 (Overtime):

Definitions: (to be used for implementation of the provisions of this article- only)

Light Duty - temporary work status of an employee, as certified by a medical physician, indicating that the employee is unable to perform all or some portion of the physical and/or environmental demands of the employee's position description

Overtime Worked - combination of actual overtime hours worked and actual overtime refused

Scheduled Overtime - overtime work offered to an employee a minimum of four (4) hours prior to the end of their normal shift or for weekend overtime work offered to an employee prior to 1515 hours on Friday.

Unscheduled Absences - Any sick or annual leave, greater than (4) hours, that is requested the same day that the leave will be used.

Unscheduled Overtime - overtime work offered to an employee less than four (4) hours prior to the end of their normal shift or weekend overtime work offered to an employee after 1515 hours on Friday.

Work Normally Performed - specific areas of assigned work responsibilities performed by an employee.

Work Unit - a group of employees under the supervision of a single supervisor

Section 1. Except as otherwise provided by law, regulation, instruction, or this agreement, overtime work is work performed in excess of 8 hours in a day or 40 hours in a workweek. In the case of employees using an alternate work schedule, overtime work is work performed in excess of the number of hours the employee was scheduled to work on that day or week. Overtime pay will be computed and paid in accordance with applicable regulations.

Section 2. In the assignment of **scheduled overtime**, the Employer agrees to provide the employee notice as far in advance as practicable for readjustment of personal commitments. In cases of **unscheduled overtime** or emergency situations, it is recognized that little advance notice may be possible because of unforeseen mission requirements; however, the Employer will notify the employee as soon as the need for overtime is recognized. An employee may request and should be relieved of an overtime assignment for personal reasons if there is another qualified employee willing to serve in his place. In the absence of a willing qualified alternate, the assignment shall be made to the person whom would normally perform the work.

Section 3. Consistent with required performance and skills, the primary consideration for the assignment of overtime shall be given to the individual who normally performs the work; secondary consideration shall be given to the individual with the lowest **overtime worked** within the **work unit**. Overtime assignments shall be fairly and equitably distributed to all employees in their **work unit**. If an employee refuses **scheduled overtime**, the overtime refused will be recorded as **overtime worked**. Management will notify affected employees, as soon as practical, when refusal hours are assigned. Refusal of **unscheduled overtime** will not be recorded as **overtime worked**.

An employee new to the **work unit** will be credited with either the same number of **overtime worked** hours as the lowest employee of the same grade and title within that **work unit** or their own **overtime worked** hours, whichever is greater. Employees new to the command will be credited with the same number of hours as the lowest employee of the same grade and title within the **work unit** to be assigned. Employees transferred between **work units** shall have overtime credited as if they were employees new to the **work unit**. Employees assigned duties away from their regularly assigned positions (detail, temporary promotion)

for more than (1) pay period shall be transferred to the new **work unit** during that assignment period and then reintroduced as a new employee, to the original **work unit**, upon their return. NOTE: Overtime hours credited to employees new to a **work unit** or employees new to the command are for determining placement of the employee in that **work unit's** overtime rotation. Additional hours credited for these purposes will not be carried with the employee when transferred to another **work unit**. Only **overtime worked** will be used for determining placement of employee within a new **work unit**.

Scheduled absences (doctor's appointment, annual leave, and regular day off) occurring just prior to **scheduled overtime** assignments, do not preclude the employee's ability to receive and accept overtime work. It is the responsibility, however, of each employee to notify their supervisor of their desire to work or not to work overtime that follows such scheduled absences. When an employee expresses the desire to be considered for an overtime assignment, it is incumbent upon the employee to be available for the actual verbal work assignment and corresponding acknowledgement. If not available, the missed opportunity shall be recorded as a refusal. Employees who express a desire not to work following such scheduled absences and whose turn presents itself for the assignment will have those hours recorded as a refusal.

Employees that have **unscheduled absences** during a work week shall be considered **last** for that week's (and the immediately subsequent weekend's) overtime work, after first consideration is afforded to all other qualified **work unit** employees.

Employees unable to perform their **work normally performed** due to **light duty** will not be afforded overtime assignments within their **work unit**. In the event that **light duty** restrictions do not prevent an employee from performing **work normally performed**; overtime assignments will be administered in accordance with this article. Once **light duty** restrictions are lifted, the employees overtime will be recalculated as if an employee new to the **work unit** assigned. Employees transferred from one working unit to another due to **light duty** restrictions will have overtime credited as if an employee new to the **work unit** assigned.

Section 4. The Employer will maintain overtime records and will retain such records for at least one year. Overtime records shall reflect the actual number of hours employees work and the number of hours employees are excused (refusals) for, at least, the most recent period of (12) months. The Employer will make overtime records available to the Union upon request.

Section 5. When it is necessary for employees to return to the work site outside of their scheduled work hours to perform **unscheduled overtime** work, they shall be paid a minimum of three (3) hours overtime. When employees are required to work during the normal lunch period, the employee may choose an alternate lunch period or be compensated in accordance with this Article.

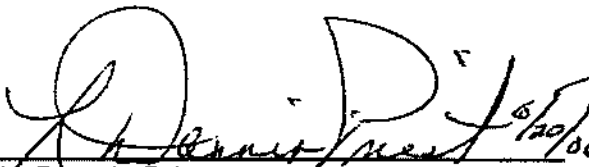
Section 6. Compensatory time will be administered in accordance with 5 CFR 550 and 551 and appropriate regulations. When compensatory time is used, it shall be recorded as overtime worked for the purposes of this article.


MEMORANDUM OF UNDERSTANDING

SUPSHIPNN Serial Number 2006-015

1. This paragraph explains how NAGE, Local R4-2 became NAIL, Local 2. National Association of Government Employees (NAGE), Local R4-2 was changed by FLRA decision WA-RP-04-0018, dated 24 Feb 2004 to the National Association of Independent Labor (NAIL), Local 2.

2 In accordance with Article 3, "Duration and Changes", Section 1, of the collective bargaining agreement (CBA) between the Supervisor of Shipbuilding (the Employer) and NAIL Local 2 (the Union), the Employer and the Union hereby acknowledge the rollover of the CBA for the periods of 12 May 2003 and 12 May 2006.


L. Dannis Priest
President, NAIL Local 2
Date 6/20/06


Douglas G. Taylor
Deputy, Supervisor of Shipbuilding
Date 20 Jun 2006

MEMORANDUM OF AGREEMENT

***Supervisor of Shipbuilding, Conversion and Repair, USN, Newport News
International Federation of Professional and Technical Engineers, Local 1
National Association of Independent Labor, Local 2***

1.0 SCOPE:

This Memorandum of Agreement (MOA) documents specific procedures and appropriate arrangements associated with the enactment of an administrative furlough at Supervisor of Shipbuilding, Conversion and Repair, USN, Newport News as a result of impact to the Defense Budget resulting from a sequestration order and/or the extension of a Continuing Resolution through the end of Fiscal Year 2013.

2.0 REFERENCES:

2.1 Negotiated Agreement between Supervisor of Shipbuilding, Conversion and Repair, USN, Newport News and International Federation of Professional and Technical Engineers, Local 1, Dated 03 Mar 2005 and associated MOA's.

2.2 Negotiated Agreement between Supervisor of Shipbuilding, Conversion and Repair, USN, Newport News and National Association of Independent Labor, Local 2, Dated 12 May 2006 and associated MOA's.

3.0 ENCLOSURES:

3.1 Guidance for Planning and Management of Leave Under Administrative Furlough Conditions

3.2 Procedures and Appropriate Arrangements for Implementation of Departmental Managed Furlough Day Off Work Schedules Under Administrative Furlough Conditions

3.3 Guidelines for Developing Procedures for Excepting Employees Under Administrative Furlough Conditions

3.4 Procedures and Appropriate Arrangements for Authorization of Overtime/Additional Time Under Administrative Furlough Conditions

3.5 Procedures and Appropriate Arrangements for Implementation of the Fitness Program Under Administrative Furlough Conditions

4.0 ASSUMPTIONS:

4.1 Administrative furlough guidance imposed on the Command will require a notional sixteen (16) hours of furlough time off for each employee during each pay period from 25 April to 20 September 2013, but will not prescribe how this 16 hour reduction will be implemented at the Command.

4.2 All civilian employees at the Command will be covered by administrative furlough requirements regardless of the funding source for their salary.

4.3 The currently accepted administrative work week definition will remain in effect during an administrative furlough (Monday – Friday core hours).

4.4 Alternate Work Schedule (AWS) programs will be suspended upon enactment of an administrative furlough and remain suspended through the duration of the furlough period. The standard tour of duty for all civilian employees within the Command will be comprised of five (5) eight (8) hour days per week with core hours of 0845 - 1515.

4.5 A Navy Enterprise Resource Planning (NERP) system record of employee tours of duty in effect shortly prior to suspension of AWS will be the starting point for reinstatement of AWS tours of duty at the end of the furlough period.

4.6 The Command will have the flexibility to authorize additional hours of work (Saturdays, Sundays, nights) to execute critical mission work, but will not be able to use additional time to call an employee in during their designated furlough hours.

5.0 OBJECTIVE:

5.1 The objective of these agreements is to establish procedures and appropriate arrangements to be utilized during an administrative furlough period such that the Command is able to minimize the impact of the furlough on the execution of its mission while treating employees consistently and fairly.

5.2 An administrative furlough of this nature represents a 20% reduction in productive hours available to execute the Command's mission. The Command will utilize work prioritization to focus workforce efforts on the most critical work first in order to minimize the impact on mission execution. However, a reduction in productive hours of this magnitude during the high workload period of the anticipated furlough is expected to result in some work being completed late to commitment dates as well as an increased likelihood of delaying, deferring or even canceling some work.

6.0 AGREEMENTS:

6.1 Unless specifically addressed in this MOA, the provisions of reference 2.1 and 2.2 will remain in place during the furlough period.

6.2 Employees subject to administrative furlough may not take paid leave to avoid a furlough day off, may not work for compensatory time, and may not perform their work from home or any other alternate location on a voluntary basis while on a furlough day off.

6.3 Not less than 30 calendar days prior to the commencement of an administrative furlough, Management will provide affected employees with the following information:

6.3.1 Written notice of the furlough stating the specific reasons for the proposed action;

6.3.2 The dates and anticipated total amount of work-time (days and hours) of the furlough;

6.3.3 Supervisors are responsible for the notification of their employees and the delivery of notices to and acknowledgement by each of their employees. Employee notifications will be accomplished via hand delivery; however electronic notification and acknowledgement may be utilized in cases where the employee is not present at the worksite.

6.4 In conjunction with the notification process for an administrative furlough, management will initiate communication to all employees providing guidance for planning and management of leave during the anticipated furlough period. The content of this communication is contained in enclosure 3.1.

6.5 In conjunction with the enactment of an administrative furlough, the Command will implement a departmental managed furlough day off schedule and manage employee work schedules in accordance with enclosure 3.2.

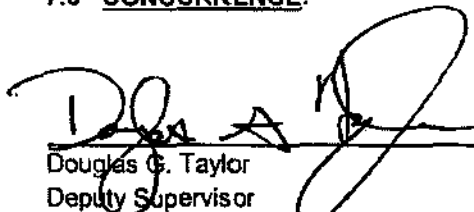
6.6 In the event that the Command is directed to except a portion of the workforce (less than 100%) from all or any portion of the furlough, the guidelines contained in enclosure 3.3 will be utilized to establish criteria to be used in making determinations of which employees within a common competitive level are to be excepted for the specified period.

6.7 The authorization of overtime/extra time by Management during the furlough period will be accomplished in accordance with the procedures contained in enclosure 3.4.

6.8 The accommodation of an exercise period during the weekly tour of duty will be managed in accordance with the procedure contained in enclosure 3.5.


6.9 When initiating performance evaluations or making incentive awards determinations, Management will not penalize employees on the basis of lower productivity that is the result of furlough related impacts to work performance. Evaluations of employee productivity shall fairly and consistently consider the impacts of the reduction in available hours and potential inefficiencies associated with the furlough to the work unit.

7.0 CONCURRENCE:



Douglas G. Taylor
Deputy Supervisor

12 Mar 2013
Date



Melissa D. Briscoe
Area Vice President, International Federation
of Professional and Technical Engineers, Local 1

12 Mar 2013
Date



John R. Allen
President, National Association of Independent Labor,
Local 2

12 Mar 2013
Date

Guidance for Planning and Management of Leave **Under Administrative Furlough Conditions**

Background: With the enactment of an administrative furlough, the Command and its employees are faced with a greater than normal challenge for balancing mission execution priorities [with reduced productive hours available] against the objective of allowing employees to schedule and take leave which they have earned.

Discussion:

1. The enactment of an administrative furlough (which could remain in effect for the remainder of this fiscal year) results in a 20% reduction in available productive work hours for the Command.
2. While efforts are being made to mitigate the impact of this situation through the establishment of clear work priorities, accepting some additional risk in areas where deemed prudent, shedding of work that may not be strictly required, and deferral of mandatory work that can be done at a later date with minimal impact on mission responsibilities, it is expected that some measureable impact to mission execution will result.
3. This combination of reduced hours and greater attention to prioritization of work in an attempt to complete the most critical work to required timelines will likely result in increased pressure on employee leave management/approval processes. In order to minimize the impact of this situation employees and supervisors will need to plan leave usage more strategically.
4. Annual leave scheduling, approval, usage, and/or potential loss guidelines are not affected by the enactment of an administrative furlough. Employees must still schedule and obtain supervisor approval for their leave and must have all use-or-lose leave scheduled and approved at least three pay periods in advance of the end of the leave year in order to be eligible for leave restoration.

Action:

5. Employees should consider the additional pressure on leave approval/usage and strategically schedule their leave as far in advance of intended use as reasonably practicable. Supervisors should endeavor to approve leave early and to proactively plan around that leave wherever possible. If leave must be cancelled due to exigencies of the Government business, supervisors should clearly document the disapproval and associated rationale for the disapproval. If disapproval of leave becomes necessary, employees and supervisors must continue to work to have leave scheduled and approved prior to the three pay period window at the end of the leave year. This strategic and deliberate approach will be absolutely essential to both manage leave usage effectively and to preserve any opportunity that affected employees may have to be considered for leave restoration. Active engagement in this effort will be necessary if we are to find the reasonable balance.

Procedures and Appropriate Arrangements for
Implementation of Departmental Managed Furlough Day Off Work Schedules Under
Administrative Furlough Conditions

1. Alternate Work Schedules (AWS) will be suspended upon enactment of an administrative furlough and remain suspended for the duration of the furlough period. Each workday will include core hours from 0845 to 1515.
2. Code 700 will query NERP system for tours of duty in place immediately prior to enactment of an administrative furlough, download the data to an excel spreadsheet, and maintain this data to be utilized as the starting point for reinstatement of AWS upon termination of the furlough.
3. The Command will establish a furlough work schedule utilizing departmental managed furlough days off, two days each pay period of the furlough. The work schedule is intended to remain essentially static through the duration of the furlough. It is noted that if an administrative furlough were to commence on 25 April 2013 as discussed by Department of Defense leadership, an adjustment to work schedules will be required for the first pay period as 25 April 2013 is a Thursday, resulting in only seven (7) work days in the pay period being subject to furlough requirements.
 - a. Utilizing a standard work schedule request form (attached), each employee will designate a desired start time and primary and alternate day off choices for the pay period.
 - b. Each employee will have the opportunity to request any two days during the pay period providing only one is a Monday or Friday.
 - c. Two furlough days may be grouped into the same week of the pay period, with the objective of having no more than 25% of the work unit on a furlough day at one time.
 - d. Supervisors will evaluate the aggregate requests of their employees and determine the acceptability of each based on work activity schedules, skill sets and mission efficiency. Employees may not have their initial request approved based on this evaluation.
 - e. Within anticipated mission workload limitations management will establish branch/division/department furlough work schedules while making every reasonable effort to accommodate employee specified preferences for furlough days off.
 - f. Employees will recognize management's need to establish functional work schedules and make every reasonable effort to request furlough days off that support the collective mission of the work unit.
4. Employees may make a request to change to their regular eight hour furlough day off to avoid the use of sick leave or to avoid a holiday related pay impact associated with the location of furlough days off in relation to a federal holiday.
5. Management has the flexibility to designate a change to an employees scheduled furlough day off only to mitigate a production impact to a ship's critical path schedule, accommodate sea trials or to avoid a work stoppage that would likely result in a delay to major ship key events. An affected employee may present rationale as to why they do not believe they should be required to accommodate the designated change. If the supervisor is unable to accommodate the employees rationale the matter will be raised one level in the chain of command in an attempt to reach a satisfactory resolution. Management will work with the affected employee and applicable labor representatives, making every reasonable effort to reach an agreeable solution. However, in the event that a solution cannot be reached and management

determines that the mission need is valid without a reasonable alternate solution, the department head will make the final determination with regard to shifting the scheduled furlough day off of the affected employee.

6. Proposals to shift a scheduled furlough day off into a separate pay period shall be submitted along with supporting rationale to the Commanding Officer/Deputy for approval prior to executing the proposed shift.

MEMORANDUM

From: _____ (employee)

To: _____ (immediate supervisor)

Subj: EMPLOYEE DESIGNATION OF PRIMARY AND ALTERNATE DESIRED ADMINISTRATIVE
FURLOUGH DAYS OFF

1. Designate employee desired primary and alternate choices of furlough day off for each pay period in the table below. Each employee may request any two days during the pay period providing only one is a Monday or Friday.
2. Employee desired furlough day off choices per pay period: *Place an "x" in the appropriate boxes to designate the employee's primary and alternate furlough day off pair preferences.*

	Week 1					Week 2				
	Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri
Primary										
Alternate										

Start Time: circle one 0645 0700 0715 0730 0745 0800 0815 0830 0845

Employee Signature

Date

Supervisor Signature

Date

**Guidelines for Developing Procedures for
Excepting Employees Under Administrative Furlough Conditions**

1. At the time of this agreement, the Command is not aware of and does not anticipate any exceptions to an administrative furlough should one be directed.
2. Should the Command be directed to except certain employees or functions from administrative furlough requirements, the Command shall follow the guidelines of Executive Order 13522 and allow union representatives to have pre-decisional involvement in the development of the procedures and appropriate arrangements to be utilized in deciding which employees and how they would be excepted from furlough.

Procedures and Appropriate Arrangements for
Authorization of Overtime/Additional Time Under Administrative Furlough Conditions

1. Overtime/additional time will only be authorized to execute critical mission work that cannot reasonably be rescheduled to occur during an employee's established tour of duty.
2. Overtime/additional time will be authorized at no less than one level above the supervisor of the employee accomplishing the work or at the Department Head level.
3. Supervisors shall utilize their current practices for assignment of work and overtime for the assignment of overtime/additional time during the furlough period.
4. For the purposes of overtime/additional time assignments, the "work unit" is defined as those individuals that are assigned to the same supervisor/group leader, are fully qualified in the required area of expertise, and are "normally" assigned that type of work.
5. Supervisors shall assign overtime/additional time within the work unit in a manner that is not unfair to those employees within the work unit.

Procedures and Appropriate Arrangements for
Implementation of the Fitness Program Under Administrative Furlough Conditions

1. The SUPSHIPNN Health and Fitness Program (SUPSHIPNNINST 1020.3F) will be temporarily altered upon enactment of an administrative furlough and remain in the altered status for the duration of the furlough period.
2. With exception of agreed upon considerations discussed below, all guidelines of the instruction remain as written.
3. Administrative excusal for participation in the health and fitness program will not be granted during the furlough period. The Command will allow participation in the health and fitness program (not to exceed one hour per day) during the furlough period by allowing employees to shift their authorized start/end times to maintain an eight hour workday and accommodate an exercise period during the furlough core hours of 0845 – 1515.
4. Supervisors and employees are encouraged to consider utilizing this option as a method of stress relief during the furlough period. However, the allowance for an exercise period during core hours during the furlough period is subject to workload scheduling and concurrence by the supervisor.
5. This agreement will be considered null & void when the furlough is terminated with the guidelines of the current revision of the SUPSHIPNNINST for Health and Fitness (SUPSHIPNNINST 1020.3F) restored.



DEPARTMENT OF THE NAVY
SUPERVISOR OF SHIPBUILDING, CONVERSION AND REPAIR, USN
4101 WASHINGTON AVENUE, BUILDING 2
NEWPORT NEWS, VIRGINIA 23607-2787

IN REPLY REFER TO:

SUPSHIPNNINST 12335.2C
Code 180
26 OCT 2004

SUPSHIPNN INSTRUCTION 12335.2C

Subj: MERIT STAFFING PROGRAM

- Ref:
- (a) CPI 335 and CPI Supplement 335-1
 - (b) CPI 950
 - (c) Title 5 U. S. Code 33
 - (d) Human Resources Service Center (HRSC) East Operating Manual, Chapter 335
 - (e) Negotiated Agreement between Supervisor of Shipbuilding, Conversion and Repair, USN, Newport News and NAIL, Local 2
 - (f) Negotiated Agreement between Supervisor of Shipbuilding, Conversion and Repair, USN, Newport News and IFPTE, Local 1

- Encl:
- (1) Glossary of Merit Staffing Terms
 - (2) Upward Mobility Program
 - (3) Sample Info Line of SUPSHIP Vacancy Notice
 - (4) Sample Solicitation of Interest for Management Identification of Candidates
 - (5) Instructions and Blank Form for Management Identification of Candidates Documentation Sheet
 - (6) HRSC East Grievance Procedure

1. Purpose. This instruction implements the Supervisor of Shipbuilding, Conversion and Repair, USN, Newport News (SUPSHIPNN) policy regarding the Merit Staffing Program (MSP) and establishes procedures for filling command positions.

2. Cancellation. This instruction supersedes SUPSHIPNN Instruction 12335.2B of 6 November 2003. Due to the scope of the revision it is not practicable to use paragraph or margin markings to indicate changes; therefore, the markings have been omitted.

3. Changes. References (a) through (d) provide MSP guidance. Any changes in references (a) through (d) to be implemented at this Command after this instruction's effective date shall be implemented according to references (e) or (f).

4. Policy

a. In the event a conflict exists between this instruction and references (e) or (f), the negotiated agreement and any memorandum of understanding between the parties takes precedence.

b. The merit staffing program provides the procedures to assure that all placements in the competitive service are made on a merit basis. It is the policy of the command to foster the training, recruitment, promotion, and retention of capable employees, and to attain a high level of employee proficiency and productivity. The command's merit staffing program is designed to assure that all vacancies are staffed by the best qualified applicants available. To do this, the policy is designed:

- (1) To bring to the attention of the selecting officials/management, on a timely basis, the best qualified candidates from whom to choose;
- (2) To give employees an opportunity to receive fair and equal consideration for higher level jobs, with appropriate consideration being given to in-house recruitment;
- (3) To assure the maximum utilization of employees;
- (4) To provide an incentive for employees to improve their performance and develop their skills, knowledge, and abilities;
- (5) To provide attractive career opportunities for employees.

c. The filling of command vacancies will be accomplished without discrimination for any non-merit reason such as race, sex, color, religion, national origin, age, non-disqualifying handicapping condition, politics, marital status, or membership or non-membership in an employee organization, and shall not be based on any non job related criteria, including favoritism based on personal relationship or patronage.

d. The employment or advocating of employment of relatives is strictly prohibited as set forth in reference (c).

e. The Command will issue an inquiry annually to all employees to assess the number of employees interested in refresher training about this instruction and the current methods of applying for positions.

f. The objectives of this staffing program dictate the involvement of all levels of management as well as employees. Specific responsibilities are set forth below:

(1) Servicing Human Resources Office (HRO)

- (a) Administer all aspects of the merit staffing program and ensure compliance with the provisions of this instruction.
- (b) Continuously monitor and evaluate the merit staffing program and bring about revisions as appropriate.
- (c) Develop and conduct appropriate training programs designed to ensure full understanding of the merit staffing program concept by managers and employees.
- (d) Ensure that adequate records are provided to the HRSC for maintenance.
- (e) Keep employees updated on merit promotion issues and procedures.

(2) Line managers and supervisors

- (a) Lend full support to the operation of the program, making staff available to serve on selection panels when needed and perform other duties as appropriate;
- (b) Encourage and assist in employee self-development as well as providing, to the extent practicable, formal or informal training and development opportunities to employees;
- (c) Exercise objective judgment in the appraisal and selection of employees for advancement;
- (d) Assist in the dissemination of information about this program in general and about specific promotional opportunities in particular; and
- (e) Inform subordinates, on a regular basis, of the provisions outlined herein, in order to assure that employees have a full understanding of the merit staffing procedures.

(3) Employees. Keep up-to-date on and be aware of the MSP provisions and opportunities.

5. Covered personnel actions. This instruction applies to all positions in the competitive service and positions that are temporarily in the excepted service (Veterans Recruitment Appointment (VRA), handicapped, etc.) if they are being filled through the procedures of this instruction. These terms are addressed in enclosure (1).

a. Actions covered. With the exception of actions described in 5b, competitive procedures of this instruction apply to all promotions and to the following actions. Definitions of some of these terms are included in enclosure (1).

- (1) Reassignment, transfer or demotion to a position with more known promotion potential than a position previously held on a non-temporary appointment in the competitive service;
- (2) Transfer of a non-DON employee to a higher graded position;
- (3) Reinstatement to a higher grade than one attained in a non-temporary appointment in the competitive service;
- (4) Selection for training that is a prerequisite for promotion;
- (5) Temporary promotions that exceed 120 days unless the selectee has previously held the grade level on a permanent basis;
- (6) Selection for detail for more than 120 days to either a higher graded position or to a position with known promotion potential; and
- (7) Selection of a person from the Reemployment Priority List for a position at a higher grade than that from which separated.

b. Actions excepted. The following actions are valid exceptions to competitive procedures for candidates both internal and external to the Command:

(1) Career promotions in positions filled below the full performance level when the employee was:

- (a) Appointed or promoted under competitive procedures;
- (b) Appointed or converted to competitive appointment under special authority (e.g. Student Career Experience Program (SCEP), Handicap, VRA, etc.);
- (c) Appointed based on reinstatement eligibility to a position the grade or potential of which is no higher than previously held on a permanent basis; or
- (d) Placed in a career ladder position as a result of a Reduction-In-Force (RIF).

(2) Promotions that are a result of reclassification actions when:

(a) There is no significant change in duties or responsibilities and the position is upgraded due to the issuance of a new classification standard or the correction of a classification error; and

(b) An accretion of duties and responsibilities results in the position being reclassified at a higher grade.

(3) A position change permitted by the Reduction-in-Force (RIF) regulation.

(4) Temporary promotions for 120 days or less.

(5) Re-promotion (either permanent or temporary for more than 120 days) to a grade (or equivalent level in another pay system or intervening grade) previously held on a permanent basis (except when demoted for personal cause).

(6) Position change (either reassignment, promotion, demotion or transfer) to a position having no higher known promotion potential than that held or previously held on a permanent basis (except when demoted for cause).

(7) Placement in a position with a representative rate which is the same or lower than the representative rate of the position currently occupied for employees who have become disabled and unable to continue in their current position.

(8) Promotion resulting from participation in a training program which is required for promotion or given primarily to prepare an employee for advancement provided the employee competed for entry into the training program (e.g. Upward Mobility, career ladder position). Enclosure (2) contains the Command's Upward Mobility Program guidelines.

(9) Permanent promotion to a position previously held under temporary promotion or detail when the assignment was originally made under competitive procedures and was made known to all competitors at the time that it might lead to a permanent promotion.

(10) The assignment of an employee to a position with a representative rate which is the same or lower than that of the position currently held which, because of pay-setting policies, results in a technical promotion (personal pay increase) only.

(11) The appointment of a VRA eligible.

6. Prior consideration for placement. Before taking action to fill a vacant position (except the placement of an employee with statutory or regulatory rights), employees will be referred in the following order of preference:

- a. Employees on retained grade/pay demoted through no fault of their own supported by regulations;
- b. Employees who did not receive proper consideration for promotion for a position at this Command due to a procedural, regulatory or program violation;
- c. Priority Placement Program (Stopper List) registrants, as required;
- d. Reemployment Priority List candidates, as required; and
- e. Interagency Career Transition Assistance Plan (ICTAP), as required.

7. Procedures for locating candidates

a. Area of consideration (AOC)

(1) The AOC is a geographic or organizational area in which it is expected that sufficient, well-qualified candidates may be located. The minimum AOC is the activity or an appropriate subdivision of the activity where the vacancy exists unless otherwise dictated by career programs. The AOC will be sufficiently broad to ensure availability of well-qualified candidates. Restricting or expanding the AOC to give advantage to a single candidate is prohibited. In determining the AOC, the following will be considered:

- (a) The Command policy statement included in paragraph 4b above;
- (b) Affirmative Action Employment goals and objectives;
- (c) The likelihood of producing sufficient highly qualified candidates without unreasonably restricting fair and open competition;
- (d) Infusion of new ideas and strengths into the organization; and
- (e) Budgetary constraints and cost effectiveness.

(2) In order to aid the department in ascertaining whether there are a sufficient number of well qualified candidates in the Command from which to choose, an Info Line Interest of Inquiry will be published for the following types of requests:

- (a) All recruitment requests unless initial AOC requested is SUPSHIPNN only
- (b) VRA name requests
- (c) Reassignment or Transfer of an employee from another activity

(d) Reinstatement

(e) Any other action request that meets the intent of the examples given above.

These Info Lines will be open for a minimum of five workdays and will be active for a period of six months so they may be used for subsequent vacancies of the same type.

When Command employees are available from the Info Line files, the department will review these files to aid them in their AOC determination. If there are not a sufficient number of well qualified candidates (at least three) from which to choose and the determination is that the recruitment or name request will include candidate(s) from outside of the Command, the department will notify the Union Heads (NAIL, Local 2 and IFPTE, Local 1) in writing. At the Unions' request, the department will meet with the Unions to discuss the basis for the decision and the possible efforts that may be available to the Command to increase the pool of internal candidates. If the Union takes issue with the basis given, the department will seek a mutually satisfactory resolution. If such is not obtained, the selecting official will consult with Code 101 for final resolution.

b. Regardless of the area of consideration, however, resumes will be accepted by the HRSC from the following additional categories:

(1) The severely handicapped as defined by reference (c);

(2) Veterans with a 30% or more disability not currently on permanent appointment in the Federal service;

(3) Spouses with appointable status (eligible for hire without further competition) of relocating active duty military members and Department of Defense (DoD) civilian employees eligible under the provisions of Executive Order 12721 and/or the Military Spouse Preference Program; and

(4) Veterans in accordance with the Veterans' Employment Opportunity Act of 1998 (VEOA). The VEOA allows qualified Veterans wishing to enter civil service to apply for a merit promotion announcement at the command if the area of consideration is beyond the Department of Defense.

8. Methods of locating candidates by merit promotion. There are two competitive staffing methods that can be used to fill vacancies that are covered by this instruction. The first method is through STAIRS/CHART and is covered by paragraph 8a below. The second method is Management Identification of Candidates (MIC) and is covered by paragraph 8b below.

a. Vacancy announcement

(1) When a certificate is to be requested from a STAIRS/CHART (Standard Automated Inventory Referral System/Civilian Hiring and Recruitment Tool) existing inventory, the department will submit a Request for Personnel Action (RPA) in accordance with established practice. After the approved request is received in HRO, a five day notice of this intent will be distributed by Info Line to Command employees. A sample has been provided in enclosure (3). This Info Line will contain a brief description of the job. The Department advertising the vacancy will make available, upon request by a potential applicant, a copy of the position description for review purposes only. In very rare instances when a STAIRS/CHART inventory is not available,

a vacancy may need to be advertised through a STAIRS/CHART specific job announcement. These types of announcements may include the title of the position, pay plan, series, grade, salary, location, opening and first consideration date (which will be not less than ten workdays from opening date), basis for rating (including written tests and/or selective placement factors as necessary), outline of duties, knowledge, skills, and abilities required, special requirements, filing instructions, the area of consideration, a statement that the Department of the Navy is an equal opportunity employer, and other pertinent information required by the HRSC concerning the filling of the position. If a specific job announcement is not posted on or before its opening date, the announcement period will be appropriately extended to compensate. Five-day Info Lines and specific job announcements will be distributed via the EEO/HRO electronic bulletin board and to all LAN users (including NAIL and IFPTE), and will be posted on the HRO official bulletin board. The qualification standard may not be modified after the merit staffing process is underway unless there is an error in it or the Office of Personnel Management (OPM) issues a revision.

(2) Employees desiring consideration will submit a completed resume in accordance with the STAIRS/CHART automated system found on the DoN web site: <http://chart.donhr.navy.mil/>. For specific job announcements only, no application or additional information will be accepted unless it is received or postmarked on or before the closing date shown on the announcement, except in the following instances:

(a) A delayed resume may be accepted from an employee who is on approved leave or away from the command on official business during the entire period the announcement is open. However, selection for vacancies will not be delayed pending the applicant's filing and being rated for the position. Delayed resumes must be filed within five working days after the employee returns to duty. All delayed resumes must be accompanied by a statement from the applicant, endorsed by the immediate supervisor, verifying the reason for absence.

(b) Employees who have filed for an announced vacancy, but fail to participate in a scheduled test or interview because of approved leave, official travel, or emergency conditions over which they have no control, will be given an opportunity to complete the phases of the examination procedure provided they submit a request within five working days after return to duty, and provided the vacancy and/or register still exists. Selections do not have to be delayed if the applicant is not available before the deadline date for return of the certificate. All requests must be accompanied by a statement from the applicant, endorsed by the supervisor, verifying the reason for absence.

(3) Employees absent on military duty will be considered for every promotion in the normal line of progression they would be considered for if they were present. For vacancies filled via STAIRS/CHART, the employee must ensure that their resume is available in the system for all positions for which they desire consideration.

b. Management identification of candidates (MIC)

(1) MIC is an option when the AOC does not include candidates outside of the Command and all potential applicants are known to the selecting official. The AOC cannot be larger than SUPSHIPNN. Justifiably, to adhere to the rules of "competition", the AOC must be greater than one candidate. The MIC process will not proceed until the RPA has been routed/approved through all appropriate channels and received in the HRO in order to comply with Priority Placement Program (PPP) regulations. A Solicitation of Interest, sample provided

as enclosure (4), will be distributed via e-mail from the selecting official (with a copy to HRO, NAIL and IFPTE) and will advise employees within the AOC that a vacancy is to be filled. The title, series, grade, organizational location, specific knowledges, skills, and abilities (KSAs) required for successful performance in the position and a reply due date will be included in the documented solicitation of interest. Interested candidates will apply by submitting their resume directly to the person identified in the Solicitation of Interest. The person identified in the Solicitation will maintain an accountability log of applications received. If this method is used, the selecting official must evaluate each candidate equitably. The selecting official will document this action by completing enclosure (5) and submitting it to HRO along with copies of all applications received. HRO will ensure that the selectee meets all legal, regulatory, and qualification requirements before any notification is made to the selectee and will set the effective date of the personnel action based upon receipt of the MIC package in HRO. The documentation provided on enclosure (5) must include a list of all qualified candidates considered, the evaluation criteria upon which candidates were evaluated and a brief justification of why the selectee was the best candidate for the position. (This documentation will be maintained by the selecting official and the HRSC for 2 years).

(2) No application or additional information will be accepted unless it is received or postmarked on or before the closing date shown on the Solicitation of Interest, except in the following instances:

(a) A delayed resume may be accepted from an employee who is on approved leave or away from the command on official business during the entire period the solicitation of interest is open. However, selection for vacancies will not be delayed pending the applicant's filing for the position. Delayed resumes must be filed within five working days after the employee returns to duty. All delayed resumes must be accompanied by a statement from the applicant, endorsed by the immediate supervisor, verifying the reason for absence.

(b) Employees who have filed for a solicitation of interest, but fail to participate in a scheduled test or interview because of approved leave, official travel, or emergency conditions over which they have no control, will be given an opportunity to complete the phases of the examination procedure provided they submit a request within five working days after return to duty, and provided the vacancy still exists. Selections do not have to be delayed if the applicant is not available before the selection is made. All requests must be accompanied by a statement from the applicant, endorsed by the supervisor, verifying the reason for absence.

(3) Employees absent on military duty will be considered for every promotion in the normal line of progression they would be considered for if they were present. For vacancies filled through the MIC process, the employee must provide a current resume to their supervisor in advance requesting such consideration.

9. Acceptance of STAIRS/CHART resumes. Resumes will be accepted by the HRSC from all appointable candidates within the area of consideration described in a Merit Staffing Announcement. This includes career or career-conditional employees (including employees at the same or lower grade), temporary employees with Veterans Recruitment Appointment (VRA) eligibility, employees serving under VRA appointments, and 30% Disabled Veterans.

10. Nonconsideration of resumes received with STAIRS/CHART certificates. Resumes will not be considered if they fall into one of the following categories:

a. Applicant is outside the area of consideration.

- b. Resumes submitted containing false information may be rejected.

11. Evaluation of STAIRS/CHART candidates

a. Resumes will be considered in relation to the prescribed minimum qualification requirements, time-in-grade requirements and time-after-competitive-appointment requirements to establish basic eligibility. All candidates who meet these requirements have basic eligibility for placement. Employees who are available for certification but do not meet the minimum requirements by the date HRSC searches the STAIRS/CHART database will be rated ineligible and will receive no further consideration. The only exception is Upward Mobility Program candidates who are rated based on their potential.

b. Ranking process. Applications will be ranked in accordance with the automated STAIRS/CHART procedures by the HRSC. The HRSC East recruiter will work with the designated manager/subject matter expert (SME) to identify a "reasonable number" of candidates to be certified on a case by case basis. This number will take into account the number of vacancies, competitive versus noncompetitive candidates, type of occupation, area of consideration, compliance with regulatory requirements and timeliness of certification. The SME and HRSC will jointly derive this number in each case. All managers/SMEs are prohibited from asking the HRSC the relative standing of any particular candidate for the purposes of determining the "reasonable number". The "reasonable number" determination will not take the standing of any individual into account in determining the number of candidates certified.

c. Selection. Selection is the exercise of informed judgment coupled with the responsibility for the consequences. The selecting official shall choose the person(s) who will best meet management's overall needs. Panels may be of particular benefit where the selecting official has a large number of candidates on the certificate.

(1) Selection panels and/or recommending panels may be used at the discretion of the selecting official. They may be used to establish and apply selection criteria, conduct interviews, make recommendations to the selecting official, etc. When used, the panel will be composed of a minimum of three members appointed by the selecting official. All panel members, preferably civilians, will be nominated on the basis of their knowledge of the requirements of the position. The selecting official will also designate one member who will serve as the Supervisor's representative to ensure that EEO and merit staffing program policies are being adhered to in the selection process. Each member on the panel will currently hold a position at least equivalent in grade to the position being filled. If an HRO representative is required to serve on the panel (as for Upward Mobility positions), the panel member from HRO will not be required to meet this grade level requirement.

(2) Interviews are not required. If conducted, any or all of the referred candidates may be interviewed. If not all candidates are interviewed, the merit based reason for how interviewees were determined shall be documented by the interviewer. When interviews are conducted, the following requirements will apply:

- (a) Employees will be interviewed separately, not in groups.
- (b) Candidates shall be given a minimum of 24-hour notice prior to interviews.

(3) The Deputy Supervisor (Code 101) will be the selecting official for Department Head/Department Deputy vacancies, GS-14 and above. The selecting official for all other vacancies will be the head of the department/staff office where the vacancy exists. In cases of necessity, the selection authority may be delegated by the department/staff office head provided the delegation is placed in writing. In addition, the Supervisor or Deputy Supervisor may make the selection for any position as deemed necessary after notifying union officials. This does not preclude review of either applications or recommending panel results by other supervisors in the chain of command of the position being filled.

(4) The selecting official reserves the right to select or nonselect from any certified list of candidates. If no selection is made, the selecting official will document the certificate and indicate what further action is desired (extend area of consideration, request Delegated Examining Unit/OPM register, cancel, etc.).

(5) The certificate should be returned indicating action taken to HRO within 30 days from date of receipt.

d. Notification to applicants

(1) For vacancies filled via STAIRS/CHART, HRSC will provide an e-mail response acknowledging receipt of an electronically submitted application. HRO will issue a nonselection notice via email to employees certified from a STAIRS/CHART inventory but not selected. Ineligible notices of rating will be forwarded as determinations are made by HRSC East. At least two full work days prior to forwarding a certificate to the selecting official, HRO will send an e-mail to any SUPSHIP candidate who has provided HRO with a copy of his/her HRSC East receipt notice for the specific vacancy, notifying the candidate whether he/she is or is not on the certificate.

(2) For vacancies filled via MIC, HRO will issue a nonselection notice via email to employees who were not selected. Ineligible notices of rating will also be issued by HRO.

e. Grievances over ratings will be in accordance with the HRSC Operating Manual, Chapter 335, as discussed in section 13c of this instruction and amplified by this instruction's enclosure (6).

12. Release of employees. Employees selected under competitive procedures will be released based on the date of selection, as follows:

a. Promotion

(1) The promotion of an activity employee will be effective the next pay period that the action can be timely processed by the HRSC. The actual release date will be worked out between the losing and gaining departments, if applicable, but will normally be within two weeks.

(2) If selectee is an employee of another activity, a two-week release date will be requested through the HRSC. The promotion will be effective on the approved release date.

b. Reassignment or change to lower grade within 30 days.

- c. Overseas - within 45 days.

Release dates in excess of these time frames are acceptable when mutually agreeable to both the gaining and losing activities/departments.

13. Employee questions, complaints, and grievances

a. An employee having a question pertaining to interpretation of either this instruction or regulations of higher authority pertaining to the merit staffing program, or a question/complaint concerning a specific action in which he/she was a competitor, may consult HRO, who will provide an interpretation of the regulation involved, a copy of such regulation, and such information pertinent to the action as is appropriate.

b. Certain employee dissatisfactions pertaining to the merit staffing program may be appropriate for processing through the HRSC Operating Manual (Chapter 335), the discrimination complaint procedure, or appropriate negotiated grievance procedures (references (d) or (e) as applicable). An employee who is dissatisfied after consultation with HRO may wish to institute an official complaint. The individual will be provided the employee guidance as to the appropriate procedure available, if any, through which he/she may process his/her dissatisfaction.

c. An employee filing a grievance concerning a Merit Staffing action taken by the HRSC-East will use the procedure in enclosure (6). Upon receipt of the final HRSC decision, the employee may file the grievance in accordance with their perspective collective bargaining agreement. A final decision under the negotiated grievance procedure may reverse a HRSC-East determination if warranted.

14. Disclosure of Merit Staffing and MIC Information

a. Employees. Candidates, upon request, will be provided the following information from either an HRO representative or the servicing specialist at the HRSC, whichever is applicable:

- (1) Whether or not they were found to be qualified;
- (2) Whether or not they were in the group from which selection was made;
- (3) Who was selected;
- (4) The basis for rating (knowledge, skills and abilities required);
- (5) Their own rating/scores after the basis for rating has been applied (names of other candidates must be deleted); and
- (6) Any information that the employee is entitled to by law.

b. Selecting Official. The selecting official will be available to discuss their criteria for selection. Non-selected candidates interested in self-improvement may request a meeting with the selecting official to be informed of methods for enhancing their opportunity for future promotional consideration. This discussion between the selecting official and the applicants can include the following types of information; however, names of other candidates will be deleted:

(1) the scoring criteria used. The selection official may inform the applicant as to their total score, their total score against other applicants' scores; and their score on each individual element of the scoring criteria;

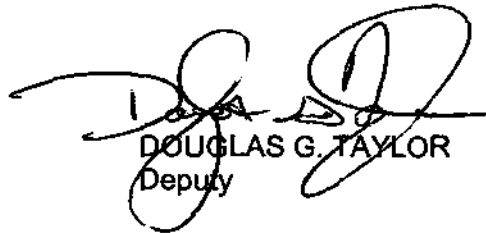
(2) the applicant's standing among the candidates;

(3) their strengths and weaknesses; and

(4) suggestions for improvement.

c. Union. The unions have the official responsibility of assisting unit employees in investigating, examining, preparing and presenting grievances. As such, the command will provide merit staffing information to the unions to the extent required by statute.

15. Excused absences. The employer agrees to schedule all tests and interviews for positions to be filled using merit promotion procedures during the day shift hours of the basic workweek (Monday through Friday) if at all possible. Employees who are assigned to a night shift shall have their shift changed for the purpose of participation in tests or interviews required by the command. Administrative excusals shall be granted to employees participating in such tests or interviews and for tests or interviews for positions at DoD activities within the commuting area.



DOUGLAS G. TAYLOR
Deputy

Distribution:
B, C, H & I
HRO, NWSY

GLOSSARY

1. Agency: As used in this guide is any department or independent establishment of the federal government, including a government-owned or controlled corporation. The Departments of Army, Navy, and Air Force are considered to be individual agencies, unless otherwise stated.

2. Detail: A detail is a temporary assignment to a different position, or to unclassified duties, for a specified period when the employee is expected to return to his or her regular duties at the end of the assignment. (An employee who is on detail is considered for pay and strength count purposes to be permanently occupying his or her regular position.)

3. Excepted service: Those positions within the federal civil service exempted from normal competitive staffing requirements by law or government wide regulation.

4. Promotion: For positions under the same type job classification system and pay schedule, a promotion changes the employee to a higher grade level or makes permanent a temporary promotion.

When the old and the new positions are under different job classification systems and pay schedules, a promotion changes the employee to a position with a higher representative rate of basic pay or makes permanent a temporary promotion.

5. Realignment: The movement of an employee and employee's position when an organization change (such as reorganization or transfer of function) occurs, the employee stays in the same agency, and there is no change in the employee's position, grade, or pay.

6. Reinstatement: The noncompetitive hiring of a former federal employee at a rate not higher than previously held, who: (a) previously attained a career status; (b) has veterans' preference and previously attained career-conditional status as a civilian employee in any federal agency; or, (c) who does not have veteran's preference and separated from the government service within the past three years.

7. Transfer: Is a movement from a permanent competitive service appointment in another agency without a break in service.

8. 30% or more disabled veteran: Individuals who have retired from active military service with a disability rating of 30 percent or more; or, who have been rated by the Department of Veterans Affairs (DVA) within the preceding year as having a compensable service-connected disability of 30 percent or more. Such a veteran has special hiring provisions above and beyond other veterans.

9. Veterans' Employment Opportunity Act (VEOA): Addresses special hiring authorities for: (a) veteran who is preference eligible; or (b) veteran who separated from the armed forces under honorable conditions following three years or more of continuous active service.

10. Veterans Recruitment Appointment (VRA – formerly Veteran's Readjustment Appointment):

A special hiring authority for former military service members who meet the current eligibility requirements. Eligible categories for this appointment authority are disabled veterans; recently separated veterans; veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized; and veterans who, while on activity duty, participated in a U. S. military operation for which an Armed Forces Service medal was awarded.

UPWARD MOBILITY PROGRAM

Reference: (a) OCPMINST 12410.1, CPI 410-F of 1 Nov 88
 (b) OCPMINST 12720.1, CPI 720.9 of 25 Feb 91
 (c) NAVSEAINST 12410.7 of 12 Mar 83
 (d) SECNAVINST 12713.11 of 15 Oct 80

Attachment: (A) Upward Mobility Program Training Plan
 (B) Trainee Progress Report/Evaluation Sheet

1. Purpose. To establish an Upward Mobility Program (UMP) at Supervisor of Shipbuilding, Conversion and Repair, USN, Newport News, Virginia (SUPSHIPNN) designed to help meet staffing requirements and the training and career development needs of lower level employees occupying dead-end or career limited positions.

2. Discussion. To re-establish the procedures for identifying, selecting, training and promoting/reassigning an employee under the Navy-wide training agreement as outlined in references (a) and (b). Although this program is designed to provide advancement opportunities, it should in no way be construed as guaranteeing an employee promotion beyond the target position. The UMP is to receive the highest level of management attention; therefore, all Request for Personnel Action Forms SF 52 initiated in support of this program will be identified by placing in the remarks section the capitalized phrase, "UPWARD MOBILITY."

3. Background. References (a) and (b) require agencies to provide maximum feasible opportunity for employees to gain training and education to enhance their skills and to advance so as to perform at their highest potential. Reference (c) provides agencies UMP Plan requirements and identifies roles and responsibilities for the development and implementation of UMPs. Reference (c) also establishes the Department of the Navy's (DoN) policy that headquarters offices and field activities develop and operate formal UMPs. References (c) and (d) provide activities guidance in developing and implementing local programs.

4. Definitions

a. Dead-end position. A position GS-09 or lower from which there is no promotional opportunity to a higher level position at this command in the same occupational series or another series for which experience in current job is qualifying.

b. Career limited position. A position GS-09 or lower from which the only promotional opportunity is to a dead-end position at this command.

c. Target position. A position designated by management to which an employee may be reassigned or promoted upon successful completion of training and which provides further opportunity for advancement and career development under the Command Merit Staffing Plan. Target positions must be in one of the technical, administrative or professional career fields covered under the Navy-wide Training Agreement, reference (a). However, after assignment to an upward mobility trainee position and upon satisfactory completion of the prescribed training, only one promotion is permitted to reach the target position if the target position is above the GS-05 level. If the target position is at the GS-05 level or below, more than one promotion between the trainee and the target position is permitted. The target position may be at the same level as the trainee position or at the next appropriate level(s) in the occupational series

for which being trained. All subsequent promotions must follow the normal lines of promotion in accordance with appropriate regulations applicable to competitive positions.

d. Trainee position. A position established for the purpose of reassigning an employee while in training for a target position. The trainee position must be in the same occupational group/series as the target position and at the same or next appropriate level below the target position.

5. Eligible employees

a. Trainees will be selected under Navy activity merit promotion procedures without discrimination because of sex, color, race, religion, age, national origin, or any other non-merit reasons. Career or career conditional employees of SUPSHIPNN, who occupy a dead-end or career limited position at the GS-09, or lower levels are eligible to participate in this program.

b. Veterans Recruitment Appointments (VRA) appointees will be eligible to compete for upward mobility positions. If selected, VRA appointees will be reassigned to trainee positions, and their initial training agreements under the VRA appointment, if not entirely completed, may be terminated by amendment at that time. They will remain on their VRA appointments, however, until such time as they have completed the required two years of service necessary for conversion to competitive status. If performing satisfactorily at that time, VRA's are to be converted, in place, to the competitive service under the provisions of 5 CFR 315.703(B).

c. DoN employees who are currently serving in excepted positions under Schedule A appointing authority under 5 CFR 213.3102(u), are also eligible to compete for upward mobility positions. If selected, they will be reassigned to trainee positions.

d. Candidates selected for development must possess an overall background of sufficient level and quality to clearly indicate that they have the potential ability to perform successfully in the target position.

6. Designating target positions. All vacant nonsupervisory positions GS-09, or lower will be reviewed by the department/staff/project office heads to determine if it is feasible to designate the target position under this program. The determination whether or not to make a position a target position will be consistent with workload requirements, training capacity and program objectives.

7. Roles and responsibilities. Although the UMP is an element of the Equal Employment Opportunity (EEO) Program, it is jointly managed and coordinated by the EEO Office and the Command Training Coordinator. The Human Resources Office (HRO) will make sure program officials are knowledgeable of and carryout their UMP responsibilities. Listed below are the responsibilities of officials, supervisors, managers and interested employees.

a. The EEO Office will:

(1) Gather and analyze data essential to the identification of occupations and grade levels of employees who do not have adequate advancement opportunities.

(2) Gather and analyze data required to further develop and coordinate the program as well as maintain a monitoring and evaluation function.

(3) Ensure effective publicity of the UMP.

(4) Develop information for the reporting requirements on UMP activities.

(5) Make recommendations for areas and occupations where the creation of UMP positions will enhance command goals.

(6) Cooperate with management officials in efforts to eliminate employee or management problem areas which may impede the UMP.

b. Training Coordinator will:

(1) Administer the Navy-wide Training Agreement.

(2) Provide UMP participants and supervisors with information and guidance on assignments and developmental experience appropriate to the target-position.

(3) Provide career counseling to supervisors and program participants regarding training requirements for specific occupational areas.

(4) Prepare and/or furnish necessary information for inclusion in the participants' training folders.

(5) Make sure guidelines and instructions are developed for use by managers and supervisors in implementing an UMP, and ensure training is provided to management officials.

(6) Assist participants and supervisors in the preparation of UMP development/training plans.

c. The HRO will:

(1) Make sure a merit-based selection system is used to select program participants, including development of appropriate crediting plans.

(2) Develop appropriate forms to be used in the program (applications, vacancy announcement, evaluation forms, etc.).

(3) Identify appropriate target positions, position requirements, selection systems and career ladder elements.

(4) In cooperation with the EEO Office, the HRO will:

(a) Assist manager in restructuring positions to form bridge positions and in developing trainee position descriptions.

(b) Identify opportunities for job restructuring as part of position management reviews as well as on individual position review basis.

d. Department heads, supervisors and managers will:

(1) Examine organization structures and positions, periodically, for the purpose of redesigning them whenever practical and to forecast staffing needs.

(2) Provide for the maximum use of the skills and provide on-the-job training for their employees.

(3) Identify job performance standards, elements of selection criteria and types of training required for adequate performance in target positions.

(4) Work with employees, career counselors and the training coordinator to develop a training plan for each assigned participant.

(5) Assist in the overall development, planning and evaluation of the program.

(6) Provide job-related counseling to employees.

(7) Evaluate participants' progress, development and performance regularly.

(8) Provide feedback to employees regarding their performance and application of skills and knowledge acquired through training.

8. Equal Employment Opportunity/Human Resources Management (EEO/HRM) Task Force. The EEO/HRM Task Force will help supervisors, managers, and position management officials identify goals and evaluate the UMP's effectiveness. Based on UMP evaluations, the Task Force subcommittee will make recommendations for improvements as needed.

9. Method of filling UMP positions. Eligible employees desiring to participate under this program, when a vacancy occurs and is announced, must file a resume under the STAIRS program in response to a specific upward mobility job announcement. The Navy-wide Training Agreement, reference (a), allows waiving of qualification requirements for entering a trainee position and accelerated credit for experience and training towards meeting qualification requirements for the target position. Positions filled under the command's UMP will be limited for competition to employees who do not meet the qualification requirements for the target position.

10. Ranking and selection recommendation panels. Panels will be used in the evaluation and selection process as follows:

a. Ranking will be done by the HRO. An appointed selection recommendation panel will make a recommendation to the selecting official. All panel members must be at or above the full performance level of the position being filled. The selection panel will consist of:

(1) An EEO Office representative or designee,

(2) Union representative (NAIL/IFPTE as appropriate to the position),

(3) A human resources management specialist who is fully knowledgeable of the UMP, and

(4) A representative chosen by the selecting official who is knowledgeable of the position requirements.

b. The selection recommendation panel will recommend eligible employees using the following criteria:

(1) Potential to perform the target position duties based on job elements of that position.

(2) Quality of their work experience, education, and training.

(3) Supervisory appraisals of the employee's potential using elements as appropriate, such as ability to follow oral instructions, reliability and dependability, ability to work as a member of a team, aptitude and interest in the career field, ability to work with others, ability to deal with people, and ability to work independently.

(4) Professional self-development activities and, to a lesser extent, participation in civic, social, and community organizations.

11. Establishing trainee position. Trainee positions will be established at grades GS-09, or lower, on the basis of the grade level of the target position and the grade level of the trainee. The trainee position will usually be established at the current grade level of the trainee and trainees may be detailed, reassigned or changed to lower grade for a maximum of two years to the trainee position. Because this is a formal training program, saved pay retention rules (5 CFR 536) will apply in the event of a change to lower grade.

12. Training plans. Training plans will be prepared for all employees selected for UMP positions. The plan will be developed within 30 days of assignment per the agreement. The trainee's supervisor with the assistance of the HRO and the training coordinator. Attachment (A) provides the format. The plan will be designed to meet the specific needs of the trainee so that upon completion of training, the trainee will be able to perform successfully in the target position. It will include formal instructions, courses and on-the-job training, as appropriate. At least 60% of the trainee's time will be scheduled for on-the-job training in the target position or closely related functions. A copy of the plan will be provided to the EEO Office.

a. On-the-job training. The training period should consist primarily of on-the-job training in the target area or in functions closely related to that target position. All duty assignments will be meaningful and productive and provide for supervised development in the target position. Special familiarization assignments may be made to other program areas that interface with the career field; i.e., an assignment in automated data processing (ADP). Occasionally the trainee may attend special staff meetings and conferences as orientation to special policy considerations for the activity and the career field. The trainee may be assigned from time to time full-time or part-time work with various senior professional staff in completion of special projects. When so assigned, the central feature of this developmental experience will be to learn by doing.

b. Formal training. On-the-job training may be supplemented by formal educational courses, which contribute to success in the career field. Such courses, taken at government expense, might be taken at Department of Defense schools, interagency training facilities, and/or local trade schools, colleges or universities. To the maximum extent possible, formal instructions should be scheduled during normal working hours with trainees attending in a pay status. In unusual situations, it may be desirable to schedule courses after normal working hours. In these instances, trainees attend classes on their own time in a nonpay status.

However, attendance at classes after normal working hours in a nonpay status must be the voluntary choice of the trainee, and such attendance may not be used as a condition of selection for the training program. Working hours may even be adjusted if need for educational purposes in accordance with applicable regulations.

c. Self-development. Trainees will be encouraged to participate in self-directed development activities. The program may include extensive reading in selective bibliography of materials related to the career field and those dealing with public administration and management. They will also be encouraged to participate in professional societies and attend local institutions on their own.

d. The length of training may range up to two years depending upon the time required to equip the trainee with the skills and knowledge necessary to perform the duties of the target position satisfactorily. The following minimum training periods will be required to achieve eligibility for position changes as shown below:

- (1) Six months for reassignment to target position GS-07 and below,
- (2) Twelve months for reassignment to target position above GS-07, and
- (3) Twelve months for promotion to target position.

e. Each training plan will provide for evaluating the trainee's progress throughout the established training period. Attachment (B), the Trainee Progress Report/Evaluation Sheet, shall be used for this purpose as outlined in reference (c). Trainees failing to meet the performance requirements of the training plan will be returned to their former positions if they have not been filled or to other positions of similar duties and grades. Unsuccessful employees who voluntarily changed to a lower grade will be reassigned to an appropriate position at the lower grade level. Repromotion to the employee's former grade level will be subject to competitive merit promotion procedures.

13. Scheduling training. Formal training may include government and non-government schools, colleges, and universities. To the maximum extent possible, training will be scheduled during normal working hours. Employees will not be required to attend training during periods for which the agency does not pay the employee's salary. Since attendance outside working hours in a non-pay status must be the voluntary choice of the employee, training which is recommended but not required will be included in the training plan under "Recommended Self-Development." The government may fund job-related training if funds are available even when the employee attends in a non-duty status. The alternatives to scheduling training outside working hours or in excess of a 40-hour workweek are:

a. The employee's tour of duty may be temporarily changed to include the hours for which the training is scheduled. Procedures for changing tours of duty must be followed.

b. Employees may request compensatory time in lieu of overtime pay in accordance with applicable regulations.

14. Completion of training. The trainee will be considered to have met the qualification requirements of the target position upon successful completion of all training outlined in the training plan and by the demonstrated successful performance of the duties of the target position. All trainees must make up the difference in qualifications from what they bring into the

program and the qualifications required (whether general experience or specialized experience or both) for the target position as published in OPM regulations. The department/ staff/project office head will submit a SF-52, certifying that these qualification requirements have been met and request reassignment or promotion of the trainee as appropriate. The trainee will be promoted or reassigned to the target position without further competition. However, in no case will there be an exception to the time-in-grade restriction required by regulations.

15. Records. Attachment (B) will be the form used to provide a record of the trainee's progress and performance. Quarterly, the trainee's supervisor will fill out attachment (B), discuss the contents with the trainee, and forward a copy to the HRO and the Command Training Coordinator. A written report of satisfactory completion of training will be submitted to the HRO to be filed in the trainee's official personnel file. Attachment (B), with the written summary entered under the "Additional Remarks" section of the form, will be used for this final report and it will be attached to the SF-52, Request for Personnel Action.

16. Career counseling. The trainee will receive career counseling before entering the developmental program and at appropriate intervals after entering the program. The HRO and training coordinator will do this counseling. Additional assistance may be obtained from the command career resource center.

17. Action. The UMP as outlined is effective and all personnel shall thoroughly familiarize themselves with and be guided by the provisions of this instruction. The total support of all personnel is required to ensure the success of the program.

18. Forms. Local reproduction of attachments (A) and (B) is authorized.

Attachment A

UPWARD MOBILITY PROGRAM SELECTEE TRAINING AGREEMENT

Employee name _____

Trainee position _____

Target position _____ (DoN Training Agreement)

Target position _____ (Merit Promotion Procedures)

I have been selected for the Upward Mobility Trainee position shown above. I understand that a training plan will be prepared to describe the training I need to complete and prepare me for the target position as shown above. This training may consist of formal classroom instruction, work assignments in various areas, and on-the-job training.

I agree to complete the necessary training. I understand that I must also satisfactorily perform the duties of the position to which I am assigned and demonstrate potential to perform at the next level prior to promotion.

If I fail to satisfactorily complete the training or am unable to perform, it may be necessary to reassign me to another position for which I am qualified. If no position is available to reassign me, it may be necessary to assign me to a position of a lower grade under adverse action procedures. If there is no position to which I can be reassigned or changed to lower grade, I may be removed under adverse action procedures.

I have been advised by the Training Coordinator representative of the availability of career counseling and the need for progress reports.

EMPLOYEE SIGNATURE

DATE

TRAINING COORDINATOR SIGNATURE

DATE

Attachment A (continued)

UPWARD MOBILITY PROGRAM TRAINING PLAN

1. Name: _____
2. Trainee Position Title, Series, and Grade: _____
3. Target Position Title, Series, and Grade: _____
4. Intervening Position(s) Title, Series, and Grade: _____
5. Date Entered Development Program: _____
6. Minimum Duration of Training: _____
7. Objective: _____

8. Supervisor: _____

9. Names/positions of other individuals who will provide training: _____

10. Reports: The supervisor and trainee will submit progress/evaluation reports to the Training Division on these dates: _____

11. Developmental Counseling: To be provided by the supervisor of target position with assistance from the Training Coordinator.
12. Flexibility Provision: The training period may be extended to a maximum of 6 months beyond 24 months to provide additional time for:
 - a. Adjustment for lost training time due to sick, court or extended annual leave.
 - b. Adjustments of training to actual work situation.
 - c. Responsiveness to technological changes, needs of the agency, the trainee, and evaluation experience of the development program.
13. Elements of development plan
 - a. Formal training required for acceptable performance of duties of the trainee (entry level position).

- b. On-the-job assignments.
- c. The following self-development activities are encouraged:

I have read and understand the contents of this training plan.

Trainee's Signature/Date

Supervisors Signature/Date

Reviewing Official's Signature/Date

Training Coordinator Signature/Date

Attachment B

TRAINEE PROGRESS REPORT EVALUATION SHEET

This format should be used as a quarterly progress report and supervisory evaluation as well as the final summary progress or evaluation report and completion certification. As the final report, it should summarize the whole program. The supervisor in his/her comments should describe any difference in the evaluation for the last quarter and for the whole program. The last report will be filed in the trainee's official personnel file.

Trainee's name _____ Code _____ Ext. _____

Entrance series and grade _____

Target series & grade _____

TRAINEE'S COMMENTS

Work Assignment. Describe briefly the tasks you performed this reporting period.

Evaluation. State those tasks cited in your training plan that relates to the training received this period. Did the training received adequately prepare you to perform these tasks? If not, list those areas where you feel you need more training.

SUPERVISOR'S SIGNATURE _____ DATE _____

***USE ADDITIONAL SHEETS IF NECESSARY

SUPERVISOR'S COMMENTS

Is trainee meeting performance standards for the grade level held (Cite which tasks were assigned this period and rate performance against standards).

1. Task: _____

a. Performance rating: (Briefly state performance standard and how well it was achieved).

2. Task: _____

a. Performance rating: _____

3. Task: _____

a. Performance rating: _____

4. Task: _____

a. Performance rating: _____

5. Task: _____

a. Performance rating: _____

SUPERVISOR'S SIGNATURE _____ DATE _____

16 July 2004



SAMPLE SUPSHIP VACANCY NOTICE

ANNOUNCEMENT OF REQUEST FOR A CERTIFICATE OF CANDIDATES FROM A STANDING STAIRS RESUME INVENTORY

The Command has agreed to publish an Info Line five workdays before a merit promotion certificate is requested from the Human Resources Service Center East (HRSC) for a certificate of eligibles from their standing inventory of merit promotion candidates. This notice is a reminder to Command personnel that, in order to be considered for these vacancies, an employee must have a resume on file for that specific inventory with the HRSC at the time the search in the STAIRS database is completed.

This Info Line serves as notice that five workdays after the date on this announcement, SUPSHIPNN will submit a request to the HRSC for a certificate from the EAST0801 STAIRS inventory to fill the following position. The area of consideration will be current permanent Department of Navy employees nationwide.

**Supv. General Engineer
GS-801-14**

Code 1820 – One Vacancy

Duty location – Chesapeake, VA

Duties: This position is that of the Engineering Division Manager of the Carrier Planning Activity. The incumbent assists the Chief Engineer in planning and directing programs for maintenance and modernization planning. The incumbent manages the combined efforts of contractors, Government agencies, and a staff of engineers, technicians and production controllers in support of Life Cycle planning to assure the end result meets the customers' established cost, schedule, and performance requirements. The incumbent is responsible, technically and administratively, for planning, organizing, prioritizing, coordinating, and directing the work of the division through the Systems and Life Cycle Engineering Branch, the Modernization Branch, and the RCOH Program Planning Branch. The work includes, but is not limited to, identifying projected workload, funding, contracting, budgeting, staffing needs, work performance and effective discipline, types and levels of skills and training required, overtime/comp time requirements, loan and farm out requirements, management control reviews, and management of special projects needed to support engineering programs. Coordinates the development and implementation of advance planning concepts, policies, procedures, and products with the other division Heads to insure a totally integrated ship modernization/maintenance work package for Aircraft Carriers. Manages the development/maintenance of all documentation required to support the efforts of the Engineering Division. Develops liaison with all commands associated with the engineering and planning projects for Aircraft Carriers and acts as SUPSHIPNN representative to establish interfaces and resolve problems between these projects and other commands.

HUMAN RESOURCES OFFICE, NORFOLK
YORKTOWN SATELLITE OFFICE

INFO LINE

NOTE: This position is part of the Federal acquisition workforce. Accordingly, the provisions of the Defense Acquisition Workforce Improvement Act (DAWIA) apply. The DAWIA category for this position is Systems Planning, Research, Development and Engineering and the certification level required is III.

NOTE: This position is also a DAWIA Critical Acquisition Position (CAP). Accordingly, the following statutory requirements apply:

- **Selectee must be a member of the Acquisition Professional Community (APC) or become a member prior to assignment unless a waiver is granted. Members of other Defense Component Acquisition Corps have reciprocal memberships in the APC.**
- **Selectee must sign a Tenure Agreement to remain in this position for at least three years.**

Important Notes: If you are selected for any permanent job under STAIRS/CHART, your resume will be deleted from the entire STAIRS system. You must, therefore, resubmit a resume if you wish to be considered for any future positions under STAIRS. In addition, applicants must pay special attention to the following Resume Sections of My Resume. Failure to be very accurate and specific when building your resume may result in your not being considered for a job you want.

- Eligibility resume section – there are two questions that you should pay particular attention:
 - Are you a current permanent Department of Defense civilian employee? Be sure to check that you are a Current Permanent Navy Civilian. Failure to designate that you are a Current Permanent Navy Civilian may exclude you from being considered for a SUPSHIPNN job.
 - Are you a current permanent Federal civilian employee? Be sure to check Yes.
- Additional Data Sheet resume section – if you are interested in being considered for temporary promotions, you must check the block Temporary (positions lasting less than one year).

If you have any questions, please call Debbie Bayton at 887-4184.

DONNA ANN JOHNSON

Distribution:
SUPSHIPNN-Electronic File
NAIL, Local 2
IFPTE, Local 1

SAMPLE FOR
MANAGEMENT IDENTIFICATION OF CANDIDATES
SOLICITATION OF INTEREST

In accordance with SUPSHIPNNINST 12335.## dated ####, this serves as notification that applications are being accepted for the position of (Position Title, Pay Plan, Series, Grade), in Code ###, with a duty location of (City and State).

The area of consideration is current Career and Career-Conditional employees of Supervisor of Shipbuilding, Conversion and Repair, USN, Newport News, VA, all duty locations. If interested in being considered, please apply by submitting an application for Federal Employment, OF-612; Application for Federal Employment, SF-171; a resume; or other appropriate written format to (Name), Code ###, by 1700 on ###. Applications must be postmarked or received by the closing date. Applications submitted via U. S. Mail should be mailed to: (Mailing address).

The knowledge, skills and abilities (KSA's) identified as essential to the successful performance in this position are defined below:

- a. Knowledge of...
- b. Skill in...
- c. Ability to...

All qualification, legal and regulatory requirements must be met by the closing date of this solicitation.

This activity provides reasonable accommodations to applicants with disabilities. If you need a reasonable accommodation for any part of the application and hiring process, please notify Debbie Bayton of the Human Resources Office, Yorktown Satellite, at 887-4184. The decision on granting reasonable accommodation will be on a case-by-case basis.

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**INSTRUCTIONS FOR MANAGEMENT IDENTIFICATION OF CANDIDATES
DOCUMENTATION SHEET**

POSITION FILLED: (Enter position title, pay plan, series, and grade of position being filled.)

SELECTEE: (Enter name of individual being selected for the above position)

DATE OF SELECTION: (Enter date selection process was completed)

AREA OF CONSIDERATION: (Enter SUPSHIPNN or appropriate subdivision of the organization)

NAMES OF POTENTIAL CANDIDATES CONSIDERED FOR POSITION:

(Enter names of candidates received from Solicitation of Interest.)

CRITERIA (Knowledge, Skills and Abilities) USED TO EVALUATE CANDIDATES:

(Enter specific selection criteria/KSAs that were used in determining highly qualified candidates. Must begin with "knowledge of", "ability to", or "skill in".)

CANDIDATE WAS SELECTED ON THE FOLLOWING CRITERIA OR FACTS:

(Place full and specific statements regarding the selectee's experience, education, training, awards, performance, etc., which make this particular individual the best possible candidate for the position being filled.)

The most recent annual performance rating of record for all candidates was considered in making this selection. (This statement should be included on all MIC documentation sheets as it is a requirement in the merit promotion process.)

Selecting Official signature and date

MANAGEMENT IDENTIFICATION OF CANDIDATES
DOCUMENTATION SHEET

POSITION FILLED:

SELECTEE:

DATE OF SELECTION:

AREA OF CONSIDERATION:

NAMES OF POTENTIAL CANDIDATES CONSIDERED FOR POSITION:

CRITERIA (Knowledge, Skills and Abilities) USED TO EVALUATE CANDIDATES:

CANDIDATE WAS SELECTED ON THE FOLLOWING CRITERIA OR FACTS:

The most recent annual performance rating of record for all candidates was considered in making this selection.

Selecting Official signature and date

Merit Promotion Program
Excerpt from HRSC-East Operating Manual Chapter 335
Informal and Formal Grievance Process

2. i. Rankings assigned under the Merit Promotion Program may be grieved as follows:

(1) Informal process. The employee and/or the employee's representative may, at his or her option, informally present his/her concerns to the HRSC-East Staffing Specialist who rated the application, within 15 calendar days after receipt of the notice of rating. The employee may present the issue verbally, via telephone, or in writing, and will reference the announcement number for the position. The Staffing Specialist will respond within 15 calendar days. If the employee represented his/her concerns in writing, then the response must be in writing.

(2) Formal grievance. The employee and/or employee's representative must serve HRSC-East Code 50, in writing, within 15 calendar days after receipt of the notice of rating, with a grievance concerning a rating under Merit Promotion Program. If the employee elected to utilize the informal process described above, then notification to Code 50 must be within 15 calendar days after receipt of a response under that process. The grievance must be dated and signed, contain sufficient detail to identify and clarify the basis for the grievance, state the personal relief requested, and include copies of any documents in the employee's possession that are relevant to the grievance. Code 50 or his designee will issue a written decision within 15 calendar days after Code 50's receipt of the grievance.

(3) If the grievance was submitted under the administrative grievance procedure, the Formal Step 2 decision constitutes the final decision on the grievance.

(4) The procedures in paragraphs 2i (1) and (2) above apply to bargaining unit employees. However, upon receipt of the Formal Grievance decision, the union may invoke arbitration under the procedures contained in the negotiated agreement.

Memorandum of Agreement

MIC Process

AND DEPOSITED

- Applications must be date stamped by 1400 on the closing date listed on the MIC before being placed in the Command mailbox in order to receive consideration. (Example: Applications must be date stamped by 1400 on 30 Apr 10.) See Enclosure (1).
- Applications will be retrieved from the Command mailbox by a Code 180 employee and a Union representative.
- Received applications will be logged into the MIC Log under the correct RPA number. The applicant's name will be annotated and all representatives will sign for receipt of the applications. See Enclosure (2).
- Applications submitted via U. S. mail must be postmarked by the closing date of the MIC. The applications will be logged into the MIC Log (Enclosure (2)) and all representatives will sign for receipt of the applications. Applications submitted via U. S. mail will not be accepted after 5 working days of the closing date of the MIC.
- All involved parties agree not to disclose any information regarding applicants.

Mr. Bridges
NAIL Representative

4-19-10
Date

Robert J. Howell
IFPTE Representative

4/19/10
Date

Loise Butch
Code 180 Representative

4/16/10
Date

MANAGEMENT IDENTIFICATION OF CANDIDATES SOLICITATION OF INTEREST

In accordance with SUPSHIPNNINST 12335.2D dated 12 Sep 2006, this serves as notification that applications are being accepted for the position of **Mechanical Engineering Technician, GS-802-12** in Code 264, Propulsion Machinery Branch, with a duty location of Newport News, VA.

The area of consideration is current Career and Career-Conditional employees of Supervisor of Shipbuilding, Conversion and Repair, USN, Newport News, VA. If interested in being considered, please apply by submitting an application for Federal Employment, OF-612; Application for Federal Employment, SF-171; a resume; or other appropriate written format. Be sure to include your most recent annual performance appraisal rating of record. Applications must be submitted either to the Command mailbox or via U. S. mail.

- The Command mailbox is located in the lobby of Bldg. 2. Generally, the lobby of Bldg. 2 is open from 0600 to 1800. Employees will have access to the Command mailbox during those hours. A date and time stamp is located next to the Command mailbox – applications must be date stamped on the first page of the application before being placed in the Command mailbox in order to receive consideration. Applications must be date stamped by **1400 on 30 Apr 10.**
- Applications submitted via U. S. mail should be mailed to Supervisor of Shipbuilding, Conversion and Repair, USN, 4101 Washington Avenue, Bldg. 2, Newport News, VA 23607, ATTN: Lorie Butch, Code 180A. Applications must be postmarked by **30 Apr 10.**

+ rec'd w/in 5 working days.

The knowledge, skills and abilities (KSA) identified as essential to the successful performance in this position are defined below. Response to these KSAs **MUST** be provided as an attachment to your resume.

- A. Knowledge of heat exchangers, pumps, turbines, gearing, shafting and propellers.
- B. Knowledge of the principles and practices of machining and dimensional analysis.
- C. Ability to evaluate shop or shipboard component repair options, including material selection, forming and fabrication.
- D. Ability to write technical correspondence in a clear and concise manner.
- E. Knowledge of contract requirements, intents of plans and specifications, and contract administrative procedures.
- F. Knowledge and experience with the SUBSAFE Program.

NOTE: DAWIA Level II certification in the Manufacturing, Production and Quality Assurance Career Field required to be gained if selected for this position.

All qualification, legal and regulatory requirements must be met by the closing date of this solicitation.

This activity provides reasonable accommodations to applicants with disabilities. If you need a reasonable accommodation for any part of the application and hiring process, please notify Michelle Phillips of the Human Resources Office, Yorktown Satellite, at 887-4808. The decision on granting reasonable accommodation will be on a case-by-case basis.

MIC Verification - RPA#

Mechanical Engineering Technician, GS-0802-12, Code 264

Closing Date: 30 April 2010

I verify that all MIC applications have been removed from the Command mailbox and the mailbox is empty. The following resumes were received:

Printed Name

Printed Name

Printed Name

Printed Name

Printed Name

Printed Name

Printed Name

Printed Name

Signature

Printed Name

Date

Time

Signature

Printed Name

Date

Time