

TABLE OF CONTENTS

NO.	ARTICLE	PAGE
	PREAMBLE	1
	WITNESSETH	1
1	PROVISIONS OF LAWS AND REGULATIONS	3
2	UNIT DESIGNATION	4
3	PURPOSE	6
4	MANAGEMENT RIGHTS	8
5	RIGHTS OF THE UNION	10
6	RIGHTS OF EMPLOYEES	13
7	MATTERS APPROPRIATE FOR BARGAINING	15

NO.	ARTICLE	PAGE
8	EQUAL EMPLOYMENT OPPORTUNITY	19
9	CIVIC RESPONSIBILITIES	20
10	UNION REPRESENTATION	25
11	HOURS OF WORK	33
12	OVERTIME	43
13	HOLIDAYS	63
14	ANNUAL LEAVE	65
15	REQUIRED USE OF ANNUAL LEAVE	71
16	SICK LEAVE	76
17	ADVANCE SICK LEAVE	82

NO.	ARTICLE	PAGE
18	LEAVE WITHOUT PAY	86
19	ADMINISTRATIVE LEAVE	87
20	PLACEMENT OF THE MEDICALLY RESTRICTED	90
21	POSITION CLASSIFICATION	91
22	PROMOTIONS	94
23	DETAILS	100
24	TRAINING AND EMPLOYEE DEVELOPMENT	104
25	CONTRACTING OUT AND USE OF MILITARY PERSONNEL	106

NO.	ARTICLE	PAGE
26	REDUCTION IN FORCE AND FURLOUGH	108
27	BENEFICIAL SUGGESTIONS	112
28	ENVIRONMENT AND SAFETY	114
29	DISCIPLINARY ACTION	119
30	ADVERSE ACTIONS	122
31	GRIEVANCE PROCEDURE	125
32	ARBITRATION	137
33	GENERAL PROVISIONS	143
34	DURATION AND CHANGES	150

APPENDIX	PAGE
I INDEX	154
II TYPICAL ELIGIBILITY LIST BY OCCUPATIONAL CODE	159
III GRIEVANCE FORM	162
IV SIGNATURE PAGE	163

**PORTSMOUTH NAVAL SHIPYARD
PORTSMOUTH, NEW HAMPSHIRE**

PREAMBLE

This AGREEMENT is made by and between the Portsmouth Naval Shipyard, Portsmouth, New Hampshire, hereinafter referred to as the "Employer" and Local 2024, American Federation of Government Employees AFL-CIO, hereinafter referred to as the "Union".

WITNESSETH

In accordance with the provisions of "Public Law 95-454", and in consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

WHEREAS the public interest requires high standards of employee performance and 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 labor organizations and agency management:

Now therefore, the parties hereto agree as follows:

ARTICLE 1

PROVISIONS OF LAWS AND REGULATIONS

Section 1. It is agreed and understood that in the administration of all matters covered by this AGREEMENT, the Employer and the Union are governed by existing or future laws and the regulations of appropriate authorities, including 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 by the regulations of appropriate authorities, or authorized by

the terms of a controlling agreement at a higher agency level in accordance with Public Law 95-454.

Section 2. The Employer agrees to place the Union on the distribution list for Civilian Personnel Instructions, Department of Defense, Secretary of the Navy, Chief of Naval Operations, and Naval Sea Systems Command Notices and Instructions received by the Employer, Portsmouth Naval Shipyard Notices and instructions, and/or matters affecting working conditions of the unit employees.

ARTICLE 2

UNIT DESIGNATION

Section 1. The Employer hereby recognizes that the Union is the exclusive representative of all employees in the unit, as defined in Section 2 below, and the Union

recognizes and accepts the responsibility for representing the interests of all such employees without discrimination and without regard to labor organization membership, with respect to grievances, personnel policies and practices, and conditions of employment.

Section 2. The unit to which this AGREEMENT shall apply is composed of all Police Officers and Police Dispatchers (hereinafter defined as PROFESSIONAL) and graded non-professional employees (hereinafter defined as NON PROFESSIONAL) of Portsmouth Naval Shipyard except technical and professional employees, firefighters, employees engaged in personnel work in other than a purely clerical capacity, management officials and supervisors as defined in Public Law 95-454 and all other employees.

ARTICLE 3

PURPOSE

In the best interest of the general public, the Employer and the Union desire to enter into a Collective Bargaining Agreement, which will have for its purposes, among others, the following:

a. To promote fair and reasonable working conditions;

b. To preserve the dignity of the working person;

c. To promote improved programs designed to aid both the Employer and employees in achieving their acknowledged and recognized objectives;

d. To promote the highest degree of morale and responsibility in the Portsmouth Naval Shipyard;

e. To adjust promptly all differences arising between the Employer and the Union related to matters covered by this Collective Bargaining Agreement;

f. To promote systematic labor-management relations between the Employer and its employees;

g. To provide a safe and healthful work environment;

h. To promote fairness and justice;

i. To promote efficiency of Shipyard operations; and

j. To increase the productivity of the Shipyard.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1. In accordance with Public Law 95-454 Oct 13, 1978 Title 7 Section 7106 the following is agreed:

Subject to Section 2 of this Article, nothing in the Article shall affect the authority of any management official of the Shipyard to determine the mission, budget, organization, number of employees and internal security practices of the Shipyard; and in accordance with applicable laws, to hire, assign, direct, layoff, and retain employees in the Shipyard, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees; to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted; with respect to filling positions,

to make selections for appointments from among properly ranked and certified candidates for promotion; or any other appropriate source; and to take whatever actions may be necessary to carry out the agency mission during emergencies. For purposes of this Article the Union shall upon request at the earliest practicable time be furnished a written explanation by the Employer as to the nature of the emergency and its estimated duration.

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

a. at the election of the Employer, 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 Shipyard will observe in exercising any authority under this section;

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

Section 3. Except as expressly limited by this AGREEMENT, the Employer maintains all the authority it would have had if no AGREEMENT were in effect.

ARTICLE 5

RIGHTS OF THE UNION

Section 1. In accordance with Public Law 95-454 Oct 13, 1978 Title 7 Section 7114 the following is agreed:

a. The Union is the exclusive representative of the employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering, all employees in the unit. The Union is responsible for representing the interests of all employees in the unit.

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

(1) any formal discussion between one or more representatives of the Employer 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; or

(2) any examination of an employee in the unit by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in

**disciplinary action against the employee;
and the employee requests representation.**

c. The Employer shall annually inform its employees of their rights under paragraph b. (2) of this section.

d. The Union and the Employer, through appropriate representatives, shall meet and negotiate in good faith for the purposes of arriving at a collective bargaining agreement. In addition, the Union and the Employer may determine appropriate techniques, consistent with the provisions of Section 7119 of Title 7, to assist in any negotiation.

e. The rights of the Union under the provisions of this Section shall not be construed to preclude an employee from being represented by an attorney or other representative, other than the exclusive representative, of the employee's own choosing in any grievance or appeal action;

or exercising grievance or appellate rights established by law, rule, or regulation; except in the case of grievance or appeal procedures negotiated under this AGREEMENT.

Section 2. The Employer agrees upon fifteen (15) workdays written notification to consider shift change requests for employees designated by the Union as members of the Union contract negotiating team.

ARTICLE 6

RIGHTS OF EMPLOYEES

Section 1. In accordance with Public Law 95-454 Oct 13, 1978 Title 7 Section 7102 the following is agreed:

Each employee shall have the right to form, join, or assist any labor organization,

or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this Article, such right includes the right to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities, and to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this Article.

Section 2. The Union agrees that it will not assist or participate in any strike, work stoppage, or slowdown against the Government of the United States and will not condone such a strike, work stoppage,

or slowdown by failing to take affirmative action to prevent or stop it.

Section 3. The Employer agrees to introduce, when feasible, newly hired employees to the chief steward, cognizant steward, or a Union officer, or forward the names and work shifts of the new employees to the respective steward.

ARTICLE 7

MATTERS APPROPRIATE FOR BARGAINING

Section 1. It is agreed and understood that matters appropriate for negotiation and consultation between the parties are personnel policies and practices and matters affecting working conditions. For purposes of this Article, negotiation means the performance of the mutual obligation of the Employer and the Union to meet at

reasonable times and to consult and bargain in a good faith effort to reach agreement with respect to the conditions of employment affecting unit employees and to execute, if requested by either party, a written document incorporating, any collective bargaining agreement reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.

Section 2. The Employer agrees to advise the Union in writing before implementing or changing any personnel policy or practice pertaining to matters listed in Section 1 above issued through Shipyard Instructions, which are not specifically covered in this AGREEMENT. The Union will normally have fifteen (15) calendar days to respond. If additional time for review is required, extensions may be granted by mutual agreement of both parties. Upon request, Union and the Employer will meet and confer on such

matters which are appropriate for negotiations. The terms "meet and confer" are synonymous for negotiate. The Employer agrees to advise the Union of changes in policy or practices pertaining to matters listed in Section 1 above, other than those changes in Shipyard Instructions, and upon request of the Union will meet and confer on such matters which are appropriate for negotiations. After notification to the Union and discussion of these matters, either party may request to reduce the matter to writing in accordance with Section 1.

Section 3. In accordance with Public Law 95-454 October 13, 1978 Title 7 Section 7117 Chapter 71 Subchapter II the following is agreed:

(1) Subject to paragraph (2) of this Section, the duty to bargain in good faith shall, to the extent not inconsistent with any Federal law or any Government-wide rule

or regulation, extend to matters which are the subject of any rule or regulation only if the rule or regulation is not a Government-wide rule or regulation.

(2) The duty to bargain in good faith shall, to the extent not inconsistent with Federal law or any Government-wide rule or regulation, extend to matters which are the subject of any agency rule or regulation only if the Authority has determined that no compelling need exists for the rule or regulation. Determination of "compelling need" will be made in accordance with 5 USC 7117.

Section 4. For the purpose of this AGREEMENT, consultation is defined as a mutual exchange of views between the Employer and the Union, in order to seek out and give bona fide consideration to the other's views. It is intended that consultation will provide for objective understanding of each party's position and

result in effecting the best reasonable solution to the problem at hand.

Section 5. In an effort to maintain open communications, Management and the Union agree to meet to discuss issues of concern to both parties. The number of participants and frequency of these meetings will be determined by the parties.

ARTICLE 8

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. It is the policy of the Union and the Employer that all qualified persons are assured equal opportunities in employment matters. Discrimination on the basis of race, color, religion, sex, age, disability, or national origin is prohibited.

Section 2. In keeping with the policy of assuring equal employment opportunities,

the Employer will publish and disseminate an Equal Employment Opportunity (EEO) affirmative action plan in accordance with existing laws and directives. The Employer agrees to discuss matters dealing with policies, practices, and Shipyard instructions on EEO with the Union.

Section 3. Unit employees who experience difficulties regarding equal employment opportunity on the basis of race, color, religion, sex, age, disability, or national origin may be represented by the Union in attempting to resolve problems.

ARTICLE 9

CIVIC RESPONSIBILITIES

Section 1. In the event an employee is summoned for jury duty or jury qualification, and he/she is eligible for court leave, he/she shall be paid at his/her basic

rate for the time required from his/her normal work schedule to perform such duties. Such time shall be limited to the time necessary, not to exceed eight (8) hours per day. Any jury fees received from the court for the performance of such duty shall be delivered to the Employer together with satisfactory evidence of time served on such duties. Allowances received for meals, transportation, etc., will be retained by the employee. Employees not eligible for court leave may retain any jury fees received.

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

Section 3. The employee shall present to the Employer a signed jury card or other satisfactory evidence of the time served on such duty.

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

a. Within Commuting Distance. Employees whose voting residence is within normal commuting distance, but whose hours of work are such as to allow less than three (3) hours for voting before or after his/her regular hours of work, shall be excused for whatever amount of time will permit him/her to report for duty three (3) hours after the polls open or to leave three (3) hours before the polls close. He/she shall be excused either at the beginning or end of the workday; whichever requires the lesser amount of time allowed.

b. Beyond Normal Commuting Distance.
Employees whose voting residence is beyond normal commuting distance may be excused for not more than one (1) day voting, only when voting by absentee ballot is not permitted.

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

Section 6. The Employer and the union mutually agree that activity employees in the unit will be encouraged to participate in worthwhile charity drives; however in no instance shall the Employer or the Union exercise pressure on any employee to contribute to a charity to which the employee does not wish to contribute. The parties hereto also agree that no rights or

privileges that would otherwise be extended to any employee in the unit will be withheld; nor will any reward be given or reprisal made against any employee who contributes or refrains from contributing to any charity drive.

Section 7. In accordance with rules and regulations, an employee who is summoned or ordered to any emergency duty in the National or State Guard will be excused without charge to leave or loss of pay normally not to exceed three (3) consecutive workdays for any single period of excused absence. An employee may be excused for other types of rescue or protection work subject to the same restrictions at the discretion of the Shipyard Commander or designee.

ARTICLE 10

UNION REPRESENTATION

Section 1. The Employer agrees to recognize the Union's stewards, chief stewards, and officers. In order that the Union may properly represent the employees in the unit, the Employer agrees to recognize eight (8) stewards and two (2) chief stewards and the following officers: President, 1st Vice President, 2nd Vice President, the Secretary and the Treasurer.

Section 2. The Union agrees to supply the Employer in writing and to maintain with the Employer, on a current basis, a complete list of all authorized stewards, the chief stewards and duly elected officers.

Section 3. The Employer agrees that time away from the job without loss of pay or benefit of any kind shall be authorized for stewards, the chief stewards and officers

to perform the activities listed in Sections 4 and 5 below, subject to the time limitations specified therein. The granting of such time will be consistent with both the rights of the employee to be represented and the efficient operation of the Shipyard. However, in no circumstance will time be approved if it would result in serious interference with or impact on either the performance and/or efficiency of the official duties of the steward, chief steward, or officer; or the efficient operation of any single department or the Shipyard.

Section 4. Official time, not to exceed 262 hours per bi-weekly pay period, may be authorized for stewards, the chief steward, and officers to perform the following activities:

a. Time to discuss complaints or potential grievances with the employees' concerned.

b. When acting as the officially designated representative of a grievant, the time required to investigate grievances being processed under the negotiated grievance procedure.

This time will be accrued at a rate of 262 hours per bi-weekly pay period. The 262 hours of official time is broken down as follows:

The AFGE President and (2) two chief stewards will be granted 80 hours each of official time per bi-weekly pay period. The hours may be utilized by another representative or saved in the pool of total hours for the year, not to exceed a total of 6812 man-hours per contract year.

The Union understands that official time authorized for representational functions and contract administration will not be used solely for the purpose of manning the Union office.

Section 5. Union officers, stewards, and the chief steward may be authorized a reasonable amount of official time away from the job to attend meetings with management and to perform their representational function before a third party.

Section 6. The Union agrees that prior to performing appropriate business described in Section 4 and 5 above, stewards, the chief steward, and officers shall request the permission of their immediate supervisors to leave their job and/or work location.

If the steward, chief steward or officer can be spared from his/her work assignment and the business is allowable under Sections 4 and 5 above, permission will be granted promptly and should not be unreasonably denied unless such absence would cause an undue interruption of work.

If he/she cannot be spared at the requested time, the supervisor shall inform the steward, chief steward, or officer of the reasons why he/she cannot be spared, and of the time he/she can be granted permission to leave the job and/or work site. Requests for permission to leave the job and/or work location shall include a description of the nature of the business to be transacted, the name of the immediate supervisor of the individual to be contacted, and approximate duration of the absence. However, when permission to leave the job under the provisions of this Article is requested and approved and does not require contact with another individual, the nature of the business, destination, and expected duration of the absence from the job must be provided. Unless otherwise mutually agreed to by the employee and his/her immediate supervisor, contacts between employees and stewards, the chief steward and/or officers will take place within the immediate vicinity of the

employee's work area in an area that provides an appropriate amount of privacy. Before entering work areas to perform the activities listed in Sections 4 and 5 above, the steward, chief steward, or officer will, in advance of entry, contact the immediate supervisor of the employee to be visited; request permission to visit the employee; and explain the purpose of the visit. Upon completion of the business for which he/she was excused, the officer, chief steward, or steward shall report directly back to his/her supervisor.

Section 7. It is agreed that internal Union business such as the solicitation of memberships, collection of dues or other assessments, circulation of petitions, solicitation of signatures on dues withholding authorization forms, campaigning for labor organization office, distribution of literature of the solicitation of grievances, appeals or complaints may

not be conducted on official time or during normal working hours.

Section 8. The Employer agrees that if he/she can be spared from their work assignments Union officers, chief stewards and stewards shall be granted a reasonable amount of annual leave or leave without pay upon request to his/her immediate supervisors, for the purpose of carrying out union activities for which official time is not allowable but which may be performed during normal working hours on the day of the request. Such union activities include: preparation of unfair labor practice charges or complaints; preparation of the employee's or Union's case on unfair labor practice charges or complaints; preparation for negotiation meetings, Union conventions and press conferences; and similar union activity, but not the internal union business described in Section 6 above.

Section 9. The Employer agrees that officers of the Union, National officers of the AFGE and other duly designated representatives of the Union who are not active employees of the Shipyard shall be admitted to the Shipyard, upon request to the Employer (HRO) by the Union, in accordance with Shipyard Security Regulations. The Employer reserves the right to require that such visitors be escorted by a representative of the Employer during his/her visit to this activity. The Employer further agrees that any paid employee of the Union and any unit employees in a leave without pay status as provided in Section 2 of Article 18 of this AGREEMENT shall be issued an appropriate badge to permit ingress and egress to the Shipyard during normal working hours.

ARTICLE 11

HOURS OF WORK

11A (NONPROFESSIONAL)

Section 1. The Employer agrees to the following:

a. Except as provided in Section 3 below, assignments or changes to tours of duty shall be scheduled in advance and shall cover a period of not less than three (3) consecutive weeks.

b. The administrative workweek shall be seven (7) consecutive days, Sunday through Saturday. The basic workweek shall be scheduled on five (5) days, which normally shall be Monday through Friday, and the two (2) days outside the basic workweek shall be consecutive. However, basic workweeks of other than Monday through Friday may be established at the

discretion of the Employer when it is known that the services of employees will be required on a Saturday or Sunday for three (3) consecutive workweeks or more.

c. The regular hours of work for the day shift shall normally be 0700 to 1530 and/or 0730 to 1600 hours with a thirty (30) minute lunch period. However, other day shift hours may be established when the Employer determines that they are necessary in order to effectively support or carry out work operations. Shift hours other than those listed may be established for individual employees due to personal hardships. Such changes will be considered on a case by case basis. Such changes shall not result in a reduction in productivity of the employee, a diminished level of service or an increase in cost to the employer.

NOTE: The Employer and the Union recognize the existence of a Memorandum of Understanding, Subject: Flexitime

Program for the AFGE Unit, dtd. 19 January 1990. Both parties agree that the present Memorandum of Understanding (MOU) will remain in effect until another MOU replaces it. The Employer and the Union agree to commence negotiation of the Flexitime Program (MOU) no later than thirty (30) days from the date of the Department of Defense approval of this contract.

It is understood that it may be necessary or desirable to establish alternative work schedules (AWS). The Union and the Employer agree to establish procedures for implementing AWS.

d. The occurrence of holidays shall not affect the designation of the basic workweek.

Section 2. Schedules of changes in shift hours and/or days of the basic workweek for employees who work rotating assignments

shall be posted in the appropriate work area as soon as practicable after notification to employees of a change in their tours of duty.

Section 3. Except as hereinafter provided, employees in the unit shall be notified of a change in their shift hours at least three (3) calendar days prior to the first administrative workweek affected by the change and the change shall occur for a period of not less than one (1) week. Management may make schedule changes without such notice when it is determined that the Agency would be seriously handicapped in carrying out its functions or costs would be substantially increased. When practical, the Employer agrees to provide an explanation for the need to change employee shift hours with less than three (3) days notice. The three (3) day advance notification and the one (1) week duration requirements are not applicable for employee participation in grievances, appeals, disciplinary or adverse action

proceedings, official hearings, investigations, training, physical examinations, re-qualification tests, and driver tests required in connection with performance of their duties, to permit employees to report to the dispensary when returning from sick leave, etc., when it is impracticable or undesirable to conduct such functions during the employees' regular shift. Employees will be given as much advance notice of such change as practicable. The purpose of such exception is to insure that employees who are required to attend such functions may do so in a pay status.

Section 4. In order to maintain the efficiency of operations, the Employer retains the right in accordance with existing authority to assign/transfer employees from shift to shift. Normally, such transfers shall be made available to employees according to their retention standing, but employees shall have the right to waive any offer of a shift

transfer without loss in their retention standing. The Employer agrees that an employee will not be assigned/transferred from shift to shift solely as a punishment or reward. In the case of a required shift change other than regularly scheduled shift rotation, the employee will be advised of the reason(s) for requiring the change of shift.

11B (PROFESSIONAL)

Section 1. Normally, the basic workday shall consist of ten (10) hours and the basic workweek shall consist of forty (40) hours. The regular hours of work for the three shifts shall normally be:

1st shift: 0530hrs. to 1530hrs. with no lunch period.

2nd shift: 1430hrs. to 0030hrs. with no lunch period.

3rd shift: 2200hrs. to 0800hrs. with no lunch period.

The three non-workdays will be consecutive, whenever practicable. However, it is recognized that other work schedules may be established when the Employer determines that they are necessary in order to meet the need for security services.

Section 2. It is recognized that some security operations are of a nature, which often require that shift hours be adapted to unpredictable occurrences, which require additional security coverage. In such cases, the shift hours that employees must work often cannot be determined fourteen (14) days in advance and it may be necessary to change shift hours for periods of less than thirteen (13) weeks. Deviations from the regular shift hours will be made only when necessary and the Union will be given as much advance notice of changes as possible.

When the unpredictable occurrences are over, the affected employee(s) will be returned to their normal shift assignment(s).

Section 3. In order to maintain the efficiency of operations, the Employer retains the right in accordance with existing authority to assign/transfer employees from shift to shift. However, employees may be authorized to exchange shift hours with one another upon the written requests of the employees involved. Such exchange will be permitted only when it is mutually agreeable to the employees involved and approved by the Employer and when it will not result in either employee working more than his/her scheduled duty hours or create a situation in which one or both employees would be entitled to overtime compensation. If management does not permit an exchange, the specific reason will be given in writing. There shall be no

discrimination in approving or disapproving exchanges.

Section 4. Permanent/Temporary Shift Re-assignment(s):

a. When the Employer has determined that in order to maintain the efficiency of Security Operations the Employer and the Union agree to the following procedure to assign/transfer from shift to shift.

b. Seniority determining consideration for this agreement will be based upon Service Computation Date (SCD).

c. The Shift, J-Days and approximate length of time will be posted for seven (7) days prior to the selection. Re-assignment selection(s) will be made from the shift that can afford the reduction in personnel.

1. Volunteer(s) with the most senior Service Computation Date (SCD) will be selected.

2. When there are no Volunteer(s), the Employee(s) with the junior Service Computation Date (SCD) will be forced.

d. Individual(s) moved to fulfill a vacancy on another shift will acquire the same “J” days of the position they are filling.

e. Once an individual(s) has been moved from one shift to another they will not normally be moved a second time in succession, unless they were moved to a temporary position and they are being re-assigned to their original shift.

f. Individual(s) who are temporarily assigned to a shift because of injury, extended illness or training requirements will retain their right to return to their shift

after fulfilling their medical and training requirements.

11C (ALL UNIT EMPLOYEES)

Section 1. The Employer agrees that Union Officers and shop stewards will not normally be transferred from one work shift to another or detailed from their section to another during their terms of office. If it should be necessary to do one of the above, the Employer will notify the Union 3 days in advance if possible.

ARTICLE 12

OVERTIME

12A NONPROFESSIONAL

Section 1. Assignments to overtime shall be distributed as fairly and equitably as practicable over the life of this

AGREEMENT under the following conditions:

In order to effectively and efficiently accomplish the tasks of the Shipyard, the Employer shall determine the number and skills required for overtime work and the employees that satisfy these requirements, and shall assign employees accordingly. In the interest of employees morale, job continuity and economy of operation, when making overtime assignments, first consideration shall be given those employees currently assigned to the job. For the purpose of fairness and equitability under the provisions of this Article, employees who request excusal from overtime work in accordance with the provisions of Section 2 below and such request is approved, the employee will be considered as having worked the amount of overtime for which he/she was excused.

Section 2. The Employer agrees to give consideration to an employee's request for excusal from overtime work if called to the Employer's attention in sufficient time to locate another qualified employee who is available and willing to perform the overtime work. Additionally, the Employer agrees to excuse from overtime work assignment, any employee who has a genuine emergency situation requiring his/her immediate attention, provided he/she reports the emergency as soon as possible.

Section 3. In assigning scheduled overtime, the Employer agrees to provide the employee with advance notice. When an employee has been designated to work overtime on a day outside his/her basic workweek, every reasonable effort will be made to notify him/her, except in cases of emergency, no later than the start of his/her scheduled lunch period on the day prior to the overtime day.

Section 4. When an employee is called back to work on an overtime basis outside of and unconnected with his/her scheduled hours of work, he/she shall receive at least two (2) hours pay, including any applicable additional pay at the applicable overtime rate. First consideration shall be given those employees normally performing the duties of the work required.

Section 5. Whenever the Employer recognizes that the amount of overtime worked in a particular occupation is such that another employee may profitably be continuously employed on a full-time basis; consideration will be given to making such arrangements. If the Union requests the Employer to consider additional employees, the Union will be notified of the final determination.

Section 6. Employees on details shall be considered for overtime in their current

section, subject to the provisions of Section 1 above.

Section 7. Employees away from their section on training assignments within the Shipyard shall be considered for overtime in their parent section, subject to the provisions of Section 1 above.

Section 8. During a national or local emergency, each employee will be required to work overtime as the situation demands.

Section 9. During overtime assignments which extend beyond the normal workday, the Employer shall, upon request and if possible, release employees from their assignments for a reasonable period to enable them to obtain food on their own time. The Employer will also permit the employee to notify his/her home when being held over to work overtime.

Section 10. The Employer will provide the Union, upon request, necessary pertinent information concerning overtime hours worked to aid in resolving inequities claimed in the distribution of overtime by specific employees.

Section 11. Work in excess of eight (8) hours in a day or forty (40) hours in a week shall be considered overtime work.

Section 12. No employee shall be denied the opportunity to work overtime because of having been in an approved leave status prior to overtime requirement.

Section 13. Employees whose rate of pay is below the maximum step of GS-10 cannot be required to take compensatory time in lieu of overtime payment. An employee who elects to take compensatory time in lieu of overtime pay will be considered as having worked the amount of

overtime for which he/she elected compensatory time.

Section 14. Any complaint or disagreement on the distribution of overtime shall be processed in accordance with Article 31, Grievance Procedure.

12B PROFESSIONAL (Police Officers)

Section 1. Work in excess of ten (10) hours in a day or forty (40) hours in a week shall be considered overtime work.

Section 2. The following policies are established to provide guidelines for the fair distribution of overtime:

a. Employer will maintain a Master List according to Service Computation Date (SCD) for establishing seniority within the Police Department. Once a Master List is initially established, for each overtime

situation, it will be maintained on a continual rotational basis for each shift.

b. Mandatory scheduled overtime will be defined as that overtime which is scheduled in advance of the administrative workweek. The administrative workweek for the Police Department is Sunday through Saturday.

c. Emergent/unscheduled overtime will be defined as that overtime which is not scheduled in advance of the administrative workweek. The key words used in determining “emergent” overtime should be irregular and/or occasional overtime.

d. Forced overtime will be defined as that overtime which is neither 2b or 2c established above and when it becomes necessary to “force” an Employee presently on a shift to work overtime because no-one was found to work the emergent/unscheduled overtime.

Section 3. The following Mandatory scheduled overtime procedures will be adhered to:

a. Mandatory scheduled overtime will be offered according to a mandatory scheduled rotational overtime roster per shift. Any overtime defined as being required 24 hours or more in advance will be mandatory scheduled overtime. Supervisors are responsible for maintaining a posted current and accurate roster for their watch.

b. Police Officers are required to work the additional mandatory scheduled overtime assignment once posted. If the affected Police Officer desires not to work the overtime assignment, they will be excused if they find a qualified volunteer to work their assignment. Once a replacement volunteer has been found, then the Supervisor must be notified of the change

and the replacement then becomes responsible for working the assignment. If the Police Officer cannot find a replacement then he/she is required to work the mandatory scheduled overtime.

Section 4. The following emergent/unscheduled overtime procedure will be adhered to:

a. Emergent/unscheduled overtime will be according to a per shift emergent/unscheduled rotational overtime roster. Any overtime defined as being needed less than 24 hours in advance will be emergent/unscheduled overtime. Supervisors are responsible for maintaining a posted current and accurate roster for their shift.

b. Emergent/unscheduled overtime, once determined, will be first offered to the affected shift's off duty qualified Police Officers, according to that shift's

emergent/unscheduled rotational overtime roster. If no volunteers are found to work the emergent/unscheduled overtime then it is offered to the next available shift's off duty personnel according to that shift's rotational overtime roster. If no volunteers are found to work the emergent/unscheduled overtime then it is offered to the next available off-duty shift personnel according to that shift's rotational overtime roster.

c. In section 4b above, any Police Officer who is contacted and offered overtime and declines the overtime, will go to the bottom of the roster. Officers who accept the overtime will be placed at the bottom of the roster. Officers who are unable to be reached will remain at their current overtime standing.

d. If no volunteers are found as established in 4b above, then the emergent/unscheduled overtime will then

be offered to the off-going shift, first to volunteers, according to that shift's emergent/unscheduled rotational overtime roster.

e. If no volunteers are found and it becomes necessary to "force" an employee on the off going shift, then the junior qualified officer on duty, according to the master list of that shift, will be forced.

Section 5. The following Forced overtime procedure will be adhered to:

a. If it becomes necessary to "force" an employee on a shift to stay and work because of emergent overtime, the most junior qualified officer on duty, according to the master list of that shift, will be forced. Supervisors are responsible for maintaining a posted current and accurate roster for their shift.

b. Once forced that Officer will go to the bottom of the list, etc. A forced employee required to work emergent/unscheduled overtime will not be forced again until all other officers on that shift have been forced.

Section 6. The Employer retains the right to hold over an employee as an uninterrupted extension of his/her regularly scheduled hours of work. The process of section 4 and 5 will normally be invoked prior to this holdover into the next shift.

Section 7. It is agreed by the Employer and the Union that in order for a Police Officer to be considered for overtime, the officer must be currently fully qualified for the work being assigned.

12C PROFESSIONAL (Dispatchers)

Section 1. Work in excess of ten (10) hours in a day or forty (40) hours in a week shall be considered overtime work.

Section 2. The following policies are established to provide guidelines for the fair distribution of overtime:

a. A Master List will be kept according to Service Computation Date (SCD) for establishing seniority within the Police Department. Once a Master List is initially established, for each overtime situation, it will be maintained on a continual rotational basis for each shift.

b. Mandatory scheduled overtime will be defined as that overtime which is scheduled in advance of the administrative workweek. The administrative workweek for the Police Department is Sunday through Saturday.

c. Emergent/unscheduled overtime will be defined as that overtime which is not scheduled in advance of the administrative workweek. The key words used in determining “emergent” overtime should be irregular and/or occasional overtime.

d. Forced overtime will be defined as that overtime which is neither 2b or 2c established above and when it becomes necessary to “force” an Employee presently on a shift to work overtime because no-one was found to work the emergent/unscheduled overtime.

Section 3. The following Mandatory scheduled overtime procedures will be adhered to:

a. Mandatory scheduled overtime will be offered according to a mandatory scheduled rotational overtime roster per shift. Any overtime defined as being

required 24 hours or more in advance will be mandatory scheduled overtime. Supervisors are responsible for maintaining a posted current and accurate roster for their shift.

b. Police Dispatchers are required to work the additional mandatory scheduled overtime assignment once posted. If the effected Dispatcher desires not to work the overtime assignment, he/she will be excused if he/she finds a qualified volunteer to work their assignment. Once a replacement volunteer has been found, then the Supervisor must be notified of the change and the replacement then becomes responsible for working the assignment. If the Dispatcher cannot find a replacement then he/she is required to work the mandatory scheduled overtime.

Section 4. The following emergent/unscheduled overtime procedure will be adhered to:

a. Emergent/unscheduled overtime will be according to a per shift emergent/unscheduled rotational overtime roster. Any overtime defined as being needed less than 24 hours in advance will be emergent/unscheduled overtime. Supervisors are responsible for maintaining a posted current and accurate roster for their shift.

b. Emergent/unscheduled overtime, once determined, will be first offered to the affected shifts off duty qualified Dispatchers according to that shift's emergent/unscheduled rotational overtime roster. If no volunteers are found to work the emergent/unscheduled overtime then it is offered to the next available shift's off duty personnel according to that shift's rotational overtime roster. If no volunteers are found to work the emergent/unscheduled overtime then it is offered to the next available off-duty shift personnel

according to that shift's rotational overtime roster.

c. In section 4b above, any Dispatcher who is contacted and offered overtime and declines the overtime will go to the bottom of the roster. Dispatchers who accept the overtime will then be placed at the bottom of the roster. Dispatchers who are unable to be reached will remain at their current overtime standing.

d. If no volunteers are found, as established in 4b above then, the emergent/unscheduled overtime will be offered to the off going dispatchers, in a voluntary status according to that shift's emergent/unscheduled rotational overtime roster.

e. If no dispatcher volunteers in either 4b or 4d above the emergent/unscheduled overtime will be offered to fully qualified dispatch trained Police Officers according

to the process identified in 12B, section 4b above. If no qualified Police Officer volunteers, then the on duty Dispatcher will be forced according to the procedure established in Section 5 below.

Section 5. The following Forced overtime procedure will be adhered to:

a. If it becomes necessary to “force” an employee on a shift to stay and work because of emergent overtime, the most junior qualified dispatcher on duty according to the master list of that shift, will be forced. Supervisors are responsible for maintaining a posted current and accurate roster for their shift.

b. Once forced that dispatcher will go to the bottom of the list, etc. A forced employee required to work emergent/ unscheduled overtime will not be forced again until all other dispatchers on that shift have been forced.

Section 6. The Employer retains the right to hold over an employee as an uninterrupted extension of his/her regularly scheduled hours of work. The process of section 4 and 5 will normally be invoked prior to this holdover into the next shift.

Section 7. It is agreed by the Employer and the Union that in order for a dispatcher to be assigned overtime, the dispatcher must be currently fully qualified for the work being assigned, as determined by the Employer.

12D ALL UNIT EMPLOYEES

The union recognizes the employers right to assign work and agrees that unit members may be involved in the notification/verification process for the overtime procedures identified.

ARTICLE 13

HOLIDAYS

Section 1. All employees shall be entitled to all holiday benefits which are now or will be in the future prescribed by law or Executive Order. Such benefits shall be granted in accordance with applicable regulations.

Section 2. When the Employer has determined that it may be necessary that work be performed on a holiday by employees of the unit, the Union shall be consulted, except where circumstances and time do not permit, and its views considered, prior to announcing the program for that day. Work related to security, protection of property, health, maintenance, and providing necessary utilities is excluded from the provisions of this Section.

Section 3. Employees shall be notified of holiday work assignments promptly upon establishment of firm work requirements. Every reasonable effort will be made to provide such notification not later than the end of the shift two (2) days before the holiday on which the affected employee is required to work. The Employer agrees to give consideration to an employee's request for excusal from holiday work if called to the Employer's attention in sufficient time to locate another qualified employee who is available and willing to perform the Holiday work. Additionally, the Employer may excuse from holiday work assignment any employee who has a genuine emergency situation requiring his/her immediate attention, provided he/she reports the emergency as soon as possible.

ARTICLE 14

ANNUAL LEAVE

Section 1. Employees shall accrue and be granted annual leave in accordance with applicable laws and regulations consistent with workload requirements. The Employer agrees to make every reasonable effort, when the employee has given his/her supervisor reasonable advance notice, to approve and to schedule annual leave in such a manner throughout the leave year so that no employee forfeits annual leave. Approval of annual leave for emergency reasons will be granted on an individual case basis.

Section 2.

a. The Employer agrees to schedule annual leave of two (2) weeks or more continuous duration for vacation purposes on request made prior to 1 March. Such

request must be submitted in writing on Standard Form 71, Application for Leave. When a greater number of employees than can be released apply for leave during any period, the employee within the job level in the organization element (i.e. branch, section, unit) concerned with the greatest amount of seniority in the Federal Service will be given first choice of the desired time with subsequent choices based on the same criteria. When an employee has made his/her selection, he/she shall not be permitted to change when it affects the choice of another employee. The Employer may approve a change in selection, provided another employee's choice is not affected, or may require a change because of emergency unforeseen circumstances. The Employer agrees to make every reasonable effort to avoid changing previously approved leave. If it should become necessary to change vacation schedules because of unforeseen circumstances, the affected employee(s)

should be given as much notice as possible, but not less than two (2) workdays, except in emergencies.

b. In the case of transfer of an employee from one organizational element to another, previously scheduled annual leave for vacation purposes will be based on the leave schedule already in existence within the section to which the employee is transferring.

Section 3. Consistent with workload requirements, the Employer will approve on an individual case basis requests for annual leave submitted after 1 March and requests for extended annual leave for special vacations. When the requested annual leave is denied, the Employer will inform the employee of the reasons for the denial in writing on the leave slip.

Section 4. Should complaints arise concerning annual leave scheduled in

accordance with the provisions of Section 2 above, the Employer will provide the information necessary to determine whether the leave was properly scheduled. Such information will be in consonance with applicable laws and regulations.

Section 5. Annual leave will be granted upon request for the reasons set forth below. The only exceptions to approving such requests shall be limited to situations where the absence of the employee would prohibit the Employer from accomplishing a critical job.

a. A religious holiday associated with the religious faith of the employee.

b. In case of death in the immediate family. Immediate family means spouse, children, parents, brother, sister, mother-in-law, or father-in-law.

c. When the employee is a delegate to a labor organization convention, or a Union meeting.

Section 6. Any permanent employee who has either no leave or insufficient leave to his/her credit shall upon request, and where workload and circumstances permit, be advanced a reasonable amount of annual leave to properly care for such matters in complying with Section 5 above. Advance of annual leave may not exceed the amount of annual leave that will be earned during the remainder of the leave year.

Section 7. Nothing in this Article shall preclude an employee from requesting other periods of annual leave during the year. However such requests shall not be subject to the conditions of seniority as in the case of the initial selection for vacation periods, and will not be construed to mean employees are compelled to request this leave by 1 March. When a supervisor

receives reasonable notice for a request of annual leave of eight (8) hours or less, every attempt should be made to grant the leave to suit the convenience of the employee and shall not be unreasonably denied.

Section 8. A male employee's request for up to two (2) weeks annual leave, or leave without pay when sufficient annual leave is not available, for purposes of assisting or caring for his minor children or the mother of his newborn child while she is incapacitated for maternity reasons shall not be unreasonably denied.

Section 9. The Employer agrees to grant annual leave in tenth of an hour increments.

ARTICLE 15

REQUIRED USE OF ANNUAL LEAVE

Section 1. It is understood that the Union opposes all required use of annual leave and it is also recognized that the Employer has the right to require an employee to use annual leave, either accrued or advanced, or with or without his/her consent whenever it is deemed expedient to do so for administrative reasons, such as:

- a. Equipment breakdown, power failure, etc.
- b. Lack of material.
- c. Transportation strikes.
- d. Storms, floods, and other natural phenomena.

e. Closing of industrial activities for retooling, overhaul, etc.

f. Temporary periods when plant operation is uneconomical.

g. To reduce annual leave accumulation.

h. Temporary reduction in workload.

Section 2. The Union will be advised in writing of the authority governing the required use of annual leave. The Union will be advised of the affected area, the approximate number of man-hours required, the anticipated scheduled date(s), and will have the right to review all documents for such action as soon as this information is available.

Section 3. Employees directly affected by a forced leave situation may request leave without pay in lieu of annual leave for

either the entire period necessary or any part thereof. The Employer shall grant such requests under these circumstances.

Section 4. When it becomes necessary to require employees to use annual leave, the following procedure will be used:

In specific codes, and on individual shifts where the necessity arises, names of employees in the same titles and grades will be listed in retention list order. Starting at the bottom of the list, the number of employees required to use annual leave will be placed on such leave on the first day. Moving up the list, the process will be repeated for the second day and continued until the requirement to use annual leave is withdrawn.

Employees who are absent for such reasons as sick leave, TDY, training assignments, medical examinations, detail, temporary promotion, etc., on the day or

days they are scheduled to use annual leave will be required to use annual leave as soon as they return to work or their normal position and proper notification can be given until they reach the amount of required annual leave used by the employee immediately below them on the list, if annual leave use is still required when they return to work or their normal position.

Section 5. It is agreed and understood that the following employees will not be required to use annual leave:

a. Employees who have used all available annual leave, accumulated and advanced. However, if the Employer has notified unit employees that they will be required to use annual leave, individual requests for use of annual leave prior to the designated period of enforced leave may be denied if the employee would not have sufficient annual leave available to cover the period of required use of annual leave,

except as provided for in Article 14,
Sections 5 and 6.

b. Employees who are under notice of
reduction in force or notice of proposed
suspension or other adverse action.

Section 6. The purpose of the
procedure described in Sections 4 and 5
above is to provide a method to equalize the
requirement to use annual leave so that no
employee will be disproportionately
affected. Therefore, the requirements of
this procedure will be met if each employee
has been required to take the amount of
annual leave required by this procedure.
Should an error occur resulting in an
employee being required to take fewer days
of leave than the procedure properly
required, it is agreed that the proper
remedy is to require the improperly
exempted employee to take the appropriate
days of annual leave. Should an error
occur resulting in an employee being

required to take more days of leave than the procedure properly required, it is agreed that the proper remedy is to recredit the appropriate day(s) of annual leave to the employee improperly required to take leave. Such corrective action will be initiated immediately after the error is determined.

Section 7. Employees are required to use annual leave during holiday curtailment days in accordance with NAVSHIPYD PTSMHINST 5330.11 (latest revision).

ARTICLE 16

SICK LEAVE

Section 1. Employees shall be granted sick leave in accordance with applicable statutes and regulations.

Section 2. Sick leave, if due and accrued, shall be granted to employees when they are incapacitated for the performance of their duties, provided that employees not reporting for work because of incapacitation for duty furnish notice to the Employer by telephone or by a fellow employee as soon as practicable, but normally within two hours after the beginning of their scheduled work shift.

Section 3. Normally, sick leave for medical, dental, or optical treatment shall be requested and approved in writing on SF 71, Application for Leave, in advance of the absence. A supervisor may require an employee to identify the name and address of the medical practitioner on the SF 71. The amount of time allowable for sick leave in these cases shall be determined on a case basis and shall be that time necessary for travel to or from the Shipyard/employee's place of residence, to and from the place of examination or treatment; and the actual

time necessary for examination or treatment.

Section 4.

a. Employees shall not be required to furnish a medical certificate to substantiate a request for approval of sick leave unless such sick leave exceeds three (3) consecutive workdays. In individual cases where there exists a reasonable belief that the employee has a questionable sick leave record, it is the intent of the Employer, whenever possible, to hold a discussion with the employee in accordance with NAVSHIPYD PTSMHINST 12630.15 (latest revision) to explain the basis for this determination. The employee will also be advised that if his/her sick leave record does not improve, a medical certificate may be required for future absence claimed as illness. Subsequent to such discussion, the employee may consult with the Employer with the shop steward present in an attempt

to resolve the matter. The Employer, upon request, will make available to the employee and the Union, the employee's sick leave record. If this does not bring about the desired improvement in the employee's sick leave record over a reasonable period of time, the Employer will notify the employee in writing of its decision to require all future absences regardless of duration claimed as illness be supported by a medical certificate. The Employee shall be advised in the same written notice, fully and factually, of the reasons therefor.

b. It is agreed that such cases requiring a medical certificate for such absences shall be reviewed by the Employer at the request of the employee or the Union, with the approval of the employee involved, after a six (6) month period from the date of issuance. When the Employer determines that the sick leave record of the employee has improved to the extent that the restriction is no longer necessary, the

employee shall be notified in writing and all previous notices relating to this subject shall be removed from the Employer's records.

c. Letters of Requirement will not be placed in employee's Official Personnel Folder.

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

Section 6. Periods of absence on sick leave in excess of three (3) consecutive workdays must ordinarily be supported by a medical certificate to be filed within fifteen (15) calendar days after return to duty. In lieu of a medical certificate, the employee's signed statement explaining the nature of his/her illness may be accepted

when it is unreasonable to require a medical certificate because:

a. It was not possible for the employee to obtain the services of a physician; or

b. A physician's presence was not required. The provisions of this Section do not apply to those employees who have a questionable sick leave record and who are required to furnish a medical certificate for each absence claimed as illness. (See Section 4 of this Article).

Section 7. Family Friendly Sick Leave. All employees are entitled to forty (40) hours of sick leave per leave year to care for or otherwise attend to a family member having an illness, injury or other condition which, if an employee had such a condition, would justify the use of sick leave by an employee; or make arrangements or attend a funeral of a family member. An employee may use an additional 64 hours for this

purpose, provided this usage will leave the employee with a balance of at least 80 hours of sick leave. (Under the provisions of the law, a “family member” is: A spouse and parents thereof; children including adopted children and spouses thereof; parents, brothers and sisters and spouses thereof; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.)

Section 8. The Employer agrees to grant sick leave in tenth of an hour increments.

ARTICLE 17

ADVANCE SICK LEAVE

Section 1. Employees who are incapacitated for duty may be advanced

sick leave not to exceed thirty (30) days provided that:

a. The incapacitation for duty is because of:

(1) A serious illness which involves prolonged hospitalization or prolonged bed care prescribed by an attending physician, or

(2) A serious disability, which involves prolonged hospitalization or prolonged bed care prescribed by an attending physician.

b. The employee is serving under a career or career-conditional appointment.

c. The amount of advance sick leave to an employee's account may never exceed thirty (30) days at a time.

d. All available accumulated sick leave to the employee's credit must be exhausted.

e. The employee's separation from the service is not being contemplated by management nor is the employee contemplating retirement or resignation.

f. There is reasonable evidence that the employee will be capable of returning to work and fulfilling his/her duties.

g. There is no evidence available indicating the employee will not remain employed after his/her return to duty long enough to repay the advance of sick leave.

h. No advance sick leave may be granted to employees who are required to furnish a medical certificate for each absence claimed as sick leave, as provided in Section 4a of Article 16.

i. Normally, depending upon circumstances of the case, sick leave shall not be advanced to an employee whose accrued sick leave is repeatedly exhausted or maintained at eighty (80) hours or less by the repeated use of sick leave for minor illnesses involving periods of five (5) days or less. For purposes of this subsection, the Employer will not consider any sick leave usage, which occurred more than two (2) years prior to the date of receipt of the request for advance sick leave.

When advance sick leave has been approved, payment for such leave will cease if circumstances warrant termination of the original grant of advance sick leave.

Section 2. An employee will not be required to use all available annual leave prior to being granted advance sick leave.

ARTICLE 18

LEAVE WITHOUT PAY

Section 1. Employees shall be granted leave without pay in accordance with applicable laws and regulations.

Section 2. The Employer agrees to grant leave without pay to any officer or official of the Union for the purpose of conducting Union affairs when advance notice is given and his/her services can be spared from his/her work. Granting of such leave will not unreasonably be withheld.

Section 3. Leave without pay may be granted to employees in the unit for educational purposes when advance notice is given, the employee's services can be spared and the course of study or research is in line with the type of work which is being performed by the Shipyard and the

completion of which will contribute to the best interest of the Shipyard.

Section 4. An employee on authorized leave without pay shall retain all benefits and rights as provided by regulations.

Section 5. When an employee's accumulation of leave without pay in the leave year reaches eighty (80) hours, he/she will forfeit one (1) pay period's accumulation of sick and annual leave.

Section 6. The Employer agrees to grant leave without pay in one tenth (1/10) hour increments.

ARTICLE 19

ADMINISTRATIVE LEAVE

Section 1. The Employer agrees that employees who are officers of the Union, or

their designees, upon request of the Union and provided the employee's services can be spared, may be excused without charge to leave in conjunction with attendance at a training session sponsored by the Union, provided the subject matter of such training is determined by the Employer to be of mutual concern to the Employer and the Union and the Employer's interest will be served by the employee's attendance. Administrative excusal for this purpose may cover only such portions of a training session as meet the foregoing criteria. Such excusal will not exceed a total of one hundred and sixty (160) hours within a twelve (12) month period.

Section 2. Employees who, while on duty during their basic workweek, are prevented from working due to interruption or suspension of normal work operations will be assigned to other reasonable work they are qualified to perform to the extent such work is

available. If reasonable work is not available to such employees, administrative excusals for the remainder of the shift will be granted to those employees meeting eligibility requirements for excused leave as outlined in applicable regulations.

Section 3. When administrative excusal is authorized by the Employer because of extreme weather conditions, equipment breakdown, fires, floods, or other natural phenomena, all employees entitled to administrative excusal in accordance with current regulations who report or who are scheduled to report and are prohibited from doing so by conditions cited above, shall be granted administrative leave provided the services of employees who report are not specifically required.

ARTICLE 20

PLACEMENT OF THE MEDICALLY RESTRICTED

Section 1. Placement of Medically Restricted as a result of on-the-job injury shall be accomplished in accordance with NAVSHIPYD PTSMHINST 12306.1 (latest revision) and this AGREEMENT.

Section 2. If a Medically Restricted Employee is referred/considered for placement under promotion consideration and not selected, the selecting official will provide a written statement justifying the nonselection, as in any other repromotion eligibility situation.

Section 3. When a notice of proposed separation of a Medically Restricted Employee is initiated, the employee and/or his/her representative may review with the appropriate staffing specialist those

vacancies or recruitment requests which occur between the date of separation and the sixtieth day prior to separation.

Section 4. If an employee is demoted or accepts a lower paying position solely as a result of a medical restriction as determined by the Employer based on competent medical evidence which disqualifies him/her for his/her former position, he/she will be given repromotion consideration with pay set in accordance with Article 33, Section 5.

ARTICLE 21

POSITION CLASSIFICATION

Section 1. Each employee will be furnished a copy of his/her official position description. The Union will be provided with a copy of any new position description once classified. The position description and any amendments thereto, will list the

current major duties, responsibilities, and supervisory relationships of the position that the employee occupies.

Section 2. If an employee believes that his/her position description is no longer accurate because of material changes in the major duties of his/her position since it was last classified, upon request, his/her supervisor shall hold a discussion with him/her. If the supervisor agrees that the position description is inaccurate because of material changes in the major duties of the position, it shall be rewritten or amended, signed by the immediate supervisor, and forwarded for certification to the management official authorized to classify the position. If after thirty (30) calendar days the position description or amendment has not been classified or returned without action, the employee, upon request, will be notified of the reason for the delay.

This management official may seek advice from the Human Resources Office prior to classifying the position. The management official will classify the position and forward it to the Human Resources Office who will retain the official copy and effect appropriate personnel action.

Section 3. If an employee believes that the classification of his/her position is in error, upon his/her request he/she will be furnished information on appeal rights and the procedures for filing an appeal. He/she may appeal through a representative designated in writing, if he/she wishes.

Section 4. Filing of a valid classification appeal does not deprive an employee of his/her right to appeal any related adverse action through the procedures contained in Article 30 of this AGREEMENT.

Section 5. It is agreed and understood that a position description is a written statement of the duties and responsibilities assigned by the Employer to a position which defines the kinds and range of duties an employee may expect to perform during the time he/she remains in the position. The position description is not in itself an assignment of work. The phrase "other duties as assigned" shall refer to duties or assignments reasonably related to the employee's line of work and shall not normally exceed ten (10) percent of the total duties and responsibilities of the position. It is understood that this does not interfere with management's right to assign work.

ARTICLE 22

PROMOTIONS

Section 1. It is agreed that the Employer will recognize the skills and

talents of its employees. Therefore, in filing vacant positions, the procedures contained in CPI 335 and NAVSHIPYD PTMH INST (latest revision) will be utilized in conjunction with this AGREEMENT. The Employer recognizes that changes made to these procedures will be negotiated with the Union pursuant to the provisions of Article 7 of this Agreement. It is agreed and understood that the provisions of this Article apply to unit positions only.

Section 2. Copies of all promotion opportunities will be posted on official bulletin boards for a two (2) week period. A copy of all promotion announcements will be furnished to the Union. The copy provided to the Union will include a brief statement of the duties, qualifications, special knowledges, skills and abilities which the Employer determines essential to the position, or will advise where such information may be obtained.

Section 3. Since each employee must assume personal responsibility for keeping aware of promotion opportunities, an employee going on extended leave or travel, upon request to the Human Resources Office, shall be forwarded copies of promotion announcements during his/her absence.

Section 4. It is recognized that when an employee is assigned to a higher level position and he/she meets all the requirements for the position, a temporary promotion should be made if the assignment will continue for more than thirty (30) days, immediate steps shall be taken to recommend the employee for a temporary promotion. The temporary promotion shall be made effective no later than one pay period (two (2) weeks) after the employee assumes the higher level position.

Section 5. When practicable, selections for temporary promotions of one hundred and twenty (120) days or less will be made from among well qualified employees in the immediate work area and next lower grade using informal merit principles. The Employer will determine qualifications for the position. Such promotions, where practicable, will be rotated among well qualified employees.

Section 6. If an employee feels that his/her earned rating received is in error he/she should immediately contact the Human Resource Service Center, Philadelphia for the purpose of obtaining an explanation of how the rating was derived.

Section 7. Upon request the following information shall be made available on a post audit basis to an applicant for a merit promotion vacancy or his/her officially designated representative.

a. Whether the individual was found eligible on the basis of the minimum requirements for the position

b. The Qualification Standards and selective placement factors used.

c. The specific evaluation factors used by the evaluating authority.

d. Whether the individual was one of the candidates on the referral from which the selection was made.

e. Who was selected for the vacancy.

f. In what areas of work, if any, the individual should improve to increase his/her chances for promotion. Normally this information should be furnished by the employee's immediate supervisor.

g. The length of time said vacancy existed.

h. Status of any details and/or temporary promotions to the existing vacancy.

i. A question of experience credit given the selectee who had not held the position or filled the position by detail or temporary promotion will be made available through the negotiated grievance procedure in accordance with applicable laws and regulations.

Section 8. Following the rating process and upon his/her request, the Employer will show an employee, who may be accompanied by a representative, any record of production or any supervisory appraisal of past performance which was used or which may be used in considering him/her for promotion.

Section 9. Grievances arising out of the procedural aspects of the Merit Promotion Plan shall be processed in accordance with the Negotiated Grievance procedure.

ARTICLE 23

DETAILS

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

Section 2. It is agreed that details will be used to meet temporary needs of the Shipyard's work program. Details may be made under circumstances such as:

a. To meet emergencies occasioned by abnormal workload;

- b. Change in mission or organization;**
- c. Anticipated or unanticipated absences;**
- d. Pending Official assignment;**
- e. Pending description and classification of a new position;**
- f. Pending security clearance; and**
- g. For training purposes (particularly where the training is a part of established promotional or developmental programs).**

The Employer will make every reasonable effort to assure that the assignment of employees to details does not circumvent or otherwise conflict with the provisions of the current Merit Promotion Program, NAVSHIPYD PTSMHINST 12335.1 (latest revision) or this AGREEMENT. Details will be made in

accordance with the intent of OPM regulations and EEO guidelines.

Section 3. Details will be confined to a maximum period of one hundred and twenty (120) days unless prior approval of the Office of Personnel Management is obtained. Prior approval of the Office of Personnel Management is not required for a detail exceeding one hundred and twenty (120) days of a career or career-conditional employee being assigned to perform duties of a position which is either an identical additional position or a position of the same grade, series code, and basic duties as the position he/she is regularly assigned to. Details to positions of a higher grade or to positions of known potential for promotion will not be used to avoid temporary promotions.

Section 4. The Employer agrees to keep details within the shortest practicable time limits and to make continuing efforts to

secure necessary services through appropriate personnel actions. Details of over two (2) weeks but less than thirty (30) days will be documented by supervisory memo to the individual's Official Personnel Folder showing the dates and position to which detailed. An employee detailed to duties other than his/her own for a period of thirty (30) days will have documentation placed in his/her Official Personnel Folder, except where a career or career-conditional employee is detailed to perform duties of a position which is either an identical additional position or a position of the same grade, series code, and basic duties as the position to which he/she is regularly assigned.

Section 5. It is agreed that when an employee is detailed to a position in which he/she has had no prior experience and the employee does not receive a break-in period, due consideration will be given to this factor

when evaluating the employee's work performance for the period of the detail.

ARTICLE 24

TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. The Employer and the Union agree that training and development of employees in the unit are important in accomplishing both the mission of the Employer and Federal career goals of the employee. The employer will develop, promote, and maintain training programs that are consistent with the needs of the Shipyard. The Employer and Union agree that each employee is responsible for applying a reasonable amount of personal time and effort to keep abreast of the changing technology of his/her occupation. A reasonable effort will be made by the Employer to send employees to such schools

as the budget allows. Both parties agree to encourage employees to take advantage of training and educational opportunities. The Employer agrees to permit the unit employees to attend training courses during their duty time without loss of pay or leave providing: The Employer has determined that the course is job related; the request has been submitted and approved in advance; funds are available; and the employee can be spared from his/her regular duty assignment.

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

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

Section 4. The Employer agrees that Union recommendations to the Employer relative to the training of employees in the unit will be considered. If negotiable changes are made in training programs impacting employees in the unit, the procedures in Article 7 shall apply.

Section 5. If the training is directly connected with promotion, selection for such training shall be in accordance with merit promotional procedures.

ARTICLE 25

CONTRACTING OUT AND USE OF MILITARY PERSONNEL

Section 1. The Employer shall give the Union twenty (20) days advance notice of its intention to contract work out which is expected to result in a reduction in force or

demotion of any unit employee. Such advance notice will provide a full explanation of the reasons for making this change and will afford the Union an opportunity to file a written protest within ten (10) days. If a written protest is filed, the Employer will consider it and shall furnish the Union a written decision.

Section 2. The Employer shall give the Union twenty (20) days advance notice of its intention to use military personnel which is expected to result in a reduction in force or demotion of any unit employee. Such advance notice will provide a full explanation of the reasons for making this change and will afford the Union an opportunity to file a written protest within ten (10) days. If a written protest is filed, the Employer will consider it and shall furnish the Union a written decision.

Section 3. It is understood that Federal policy does not condone personal service

contracts which establish an Employer-employee relationship.

ARTICLE 26

REDUCTION IN FORCE AND FURLOUGHS

Section 1. The Employer agrees to notify the Union as soon as the necessity for a reduction in force is recognized, the extent determined, and authorization obtained. The Employer also agrees to inform the Union of the affected competitive levels and the number of employees in the levels affected. The Employer and the Union recognize the importance of informing employees of the basis and reasons for reduction in force.

Section 2. In the event of a reduction in force, affected employees will be considered

for existing vacancies. All reductions in force will be carried out in strict compliance with applicable laws and regulations.

Section 3. In the event of a sizable reduction in force, the Employer agrees to notify the local State Employment Service Office of the numbers and kinds of employees to be affected. Furthermore, in such a situation, the Employer will invite a representative of this Office to come to the Shipyard to discuss with affected employees any benefits that may be available to them.

Section 4. Any career or career-conditional employee who is separated because of a reduction in force will have his/her name placed on the Reemployment Priority List in accordance with applicable rules and regulations. During his/her eligibility for reemployment priority, such employee shall be given preference when making either temporary or permanent appointments to positions for which he/she

is qualified and registered on the Reemployment Priority List. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

Section 5. In case of demotion taken in lieu of separation by reduction-in-force action, the Employer shall give reasonable consideration in returning such employee to his/her former position in accordance with the procedures contained in NAVSHIPYD PTSMHINST 12335.1 (latest revision).

Section 6. In the event a reduction in force is implemented, the Union shall have the right to review retention registers relative to reduction-in-force actions affecting employees in the unit consistent with applicable laws and regulations.

Section 7. When a furlough is proposed due to lack of funds or lack of work, the

furlough will be conducted in accordance with applicable laws, rules, and regulations.

a. The Union will be informed as far in advance as possible of the reason for the furlough, expected duration (if known), and number of Unit Employees affected.

b. Normally, employees will be given a thirty (30) day advance notice of furlough in writing except as provided in 5 CFR 752.404.

c. Employees will be given a written notice of decision to furlough and will be advised of their right of appeal from this adverse action.

d. Reduction in Force procedures will be used if it is anticipated the furlough will exceed thirty (30) days.

ARTICLE 27

BENEFICIAL SUGGESTIONS

Section 1. The Employer encourages all employees in the unit to participate in the Beneficial Suggestion Program. It is the desire of the Employer that all Beneficial Suggestions be processed in a timely and expeditious manner. In this regard, it is agreed that every reasonable effort shall be made to reduce the in-process time required in processing Beneficial Suggestions. It is further agreed that employees who encounter unreasonable or unwarranted delays in receiving a final determination on the adoption or rejection of a submitted Beneficial Suggestion may take up the matter directly, or through or accompanied by a Union steward, to the appropriate supervisor or other cognizant officials responsible for administering the program. The Employer agrees to investigate complaints regarding unreasonable delays

in processing Beneficial Suggestions and to furnish all pertinent information as to the reasons for delays through the appropriate supervisor or other cognizant officials responsible for the administration of the program. The Employer further agrees that where unreasonable delays are found to exist, such action as is necessary to expedite the case in question shall be initiated. For purposes of this AGREEMENT, any suggestion not adopted or rejected within sixty (60) days of the date filed, shall be considered unreasonably delayed.

Section 2. The Human Resources Office shall assist employees in ensuring that suggestions are sufficiently described for evaluation. Rejections shall be in writing and the suggestor will be afforded an opportunity for a personal interview to ask questions and discuss the details of the rejection letter. Upon request, the suggestor will be accompanied by a Union steward of his/her choice.

Section 3. Suggestions originally rejected are eligible for adoption credit and award consideration when implemented within a two (2) year period from date of receipt in accordance with NAVSHIPYD PTSMHINST 12451.2 (latest revision).

ARTICLE 28

ENVIRONMENT AND SAFETY

Section 1. The Employer will continue to exert every reasonable effort to provide and maintain a safe, clean and healthful work place for all unit employees. The Union agrees to cooperate with the Employer by encouraging the employees to work in a safe manner and wear protective equipment prescribed by the Employer and to report observed safety hazards to the Employer in accordance with applicable procedures.

The Employer will make available to the Union, upon request in accordance with applicable laws and regulations, necessary and pertinent information maintained by the Safety Office relating to specific unit employees or specific safety problems affecting unit employees to aid in resolving and preventing unsafe conditions. If the requested information cannot be made available, the Union may request a written explanation of the non-availability of the requested information.

Employees working in environmentally hazardous conditions will receive environmental differential pay in accordance with 5CFR532.

Section 2. The Employer will make every reasonable effort to maintain temperatures within the guidelines established by higher authority.

Section 3. The Employer will make every reasonable effort to maintain proper ventilation and air circulation in confined work areas within the guidelines established by higher authority. Should an employee have a valid concern regarding ventilation, the employee shall report it to the immediate supervisor or designee. The employee may request that a Union Steward be present. If the immediate supervisor or designee cannot resolve the employee's concern regarding the ventilation problem, the immediate supervisor or designee will report the situation to Code 106.

Section 4. When an employee is assigned to work in an isolated location, such as a shop or building where no other employee is present, the Employer will provide for periodic checks on him. Periodic checks may be provided by arranging for periodic visits by the supervisor, co-worker or police officer, or by having the employee call his/her

supervisor or a co-worker at predetermined intervals.

Section 5. An employee or group of employees who believe that they are being required to work under conditions which are unsafe or unhealthy beyond the normal hazards inherent to the operation in question shall have the right to file a grievance under the negotiated grievance procedure.

Section 6. The Union will appoint representatives to any existing safety committee and any newly established safety committees where needed as determined by the OSH Manual 1A6.

Section 7. In accordance with the provisions of NAVSHIPYD PTSMHINST 5100.10 (latest revision) employees will be reimbursed \$85.00 plus 50% of all costs over \$85.00 up to a maximum total cost of \$130.00. The total cost reimbursable by the

Employer shall not exceed \$107.50 or actual cost; which ever is less, for the authorized purchase of ANSI-approved safety shoes. Employees authorized special issue safety shoes (i.e., shoes with gripper soles, molders boots, high tops, etc.) will be reimbursed an additional \$5.00.

Section 8. The Public Safety Officer's Benefit Act (PSOB.) The PSOB is a law under which a claimant, who has a certain relationship to a police officer, who dies of injuries sustained in the performance of his/her duties, can be entitled to a monetary benefit. The Department of Justice, Bureau of Justice Assistance, Public Safety Officer's Benefits Division administers the program. Police officers are advised to keep potential claimants, i.e., spouses, children and/or parents informed. A claim for death benefit must be filed within one year and medical evidence may be required to support the claim. The employer agrees to keep accurate records of all Bargaining Unit

**Employees to ensure that all relevant/
required information maintained is up to
date. The Employer and the Union will
assist claimants.**

ARTICLE 29

DISCIPLINARY ACTION

**Section 1. Disciplinary actions against
unit employees shall be taken only for just
cause and the Employer will provide
employees all rights guaranteed to them by
law, higher authority rules and regulations,
and the provisions of this AGREEMENT.
A disciplinary action is defined as a letter of
reprimand, a suspension from work without
pay, a demotion for cause or a removal for
cause.**

**Section 2. Prior to initiating a
disciplinary action against an employee, a
preliminary investigation will be made**

within a reasonable time to determine the facts in the case. Part of this preliminary investigation may include a discussion with the affected employee. If the employee is advised that disciplinary action is being contemplated, or if the employee reasonably believes that the discussion may result in disciplinary action, the employee may request Union representation.

Section 3. Two (2) copies of all notices of proposed disciplinary actions will be provided to the employee. Actions will normally be verified by receipt, when possible.

Section 4. When an employee has been issued a notice of proposed suspension of fourteen (14) calendar days or less, he/she will be given the opportunity, upon request, to make a personal reply to the management official who will make the decision on his/her suspension, or his/her designated representative. This personal reply must be

made within the normal ten (10) calendar day time limit for the written reply.

Section 5. When it is determined that disciplinary action is warranted, it is the policy of the Employer to impose the penalty that can reasonably be expected to correct the offender and at the same time to maintain discipline and morale among the other employees. If informal disciplinary action, such as an oral admonition, or letter of caution is imposed as a penalty, it will be the sole penalty for the incident, which resulted in the informal disciplinary action.

Section 6. The provisions of this Article do not apply to a non-disciplinary adverse action taken against a unit employee. Furthermore, they do not apply to either temporary or probationary employees.

ARTICLE 30

ADVERSE ACTIONS

Section 1. Adverse actions shall not be taken against unit employees except for just cause. For the purpose of this Article, adverse actions are defined as removals, suspension for more than fourteen (14) calendar days, furloughs of thirty (30) calendar days or less without pay, and a reduction in grade or pay taken by the Employer against employees of the unit subject to the exclusions listed in 5 Code of Federal Regulations 752 and 5 U.S. Code, Section 7511 and 7512.

Section 2. An employee against whom adverse action is sought is normally entitled to at least thirty (30) full days advance written notice stating any and all reasons, specifically and in detail, for the proposed action, except as provided in applicable rules and regulations. The notice shall also

inform the employee where the material on which the notice is based may be reviewed by him/her or his/her representative. The employee and his/her representative will be allowed a reasonable amount of official time, if otherwise in a duty status, to review the material relied upon to support the reasons in the advance notice, to secure affidavits and to prepare a written reply.

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

Section 4. The Employer shall issue a written notice of decision to the employee noting which of the reasons in the notice of proposed adverse action have been

sustained and which have not been sustained. The notice will advise the employee of his/her appeal rights and the time limit for submitting such an appeal.

Section 5. Nothing in this Agreement prevents the Employer from considering “Last Chance Agreements (LCA).” LCAs are instruments designed to permit an Employee subject to an adverse action a last opportunity to demonstrate that they can be successfully rehabilitated, e.g., that their performance or conduct can be improved to the Employer’s satisfactions, and that the adverse action should not be taken. The Agreements are tailored to the special circumstances involved in each case. They allow the Employer, at its discretion, to forego or delay implementation of an adverse action in order to give an Employee a last chance to demonstrate successful rehabilitation.

ARTICLE 31

GRIEVANCE PROCEDURE

Section 1. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

Section 2. A grievance means any complaint:

(A) by any employee concerning any matter relating to the employment of the employee; or

(B) by the Union concerning any matter relating to the employment of any employee; or

(C) by any employee, the Union, or the Employer concerning:

(1) the effect or interpretation or a claim of breach, of a collective bargaining agreement;

(2) any law, rule, or regulation affecting conditions of employment;

(D)) except that it shall not include a grievance concerning:

(1) any claimed violation relating to prohibited political activities; or

(2) retirement, life insurance or health insurance; or

(3) a suspension or removal for National Security reason, Sec. 7532; or

(4) any examination, certification or appointment; or

(5) the classification of any position which does not result in the reduction in grade or pay of an employee; or

(6) an allegation or complaint of discrimination reviewable under Part 713 of the OPM regulations.

Section 3. This negotiated procedure shall be the exclusive procedure available to the Union, the Employer, and the employees in the bargaining unit for resolving such grievances except as provided in Section 4 of this article.

Section 4. Appeal and Grievance Options. An aggrieved employee affected by a removal or reduction in grade based on unacceptable performance, or adverse action may at his/her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both.

For the purposes of this Section and pursuant to Section 7121(e)(1) of the Act, an employee shall be deemed to have exercised his/her option under this Section only when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure.

Section 5. Question of Grievability. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. The Employer agrees to raise any question of grievability or arbitrability of a grievance prior to the time limit for the written answer in Step 3 of this procedure. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 6. Most grievances arise from misunderstandings or disputes, which can

be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his/her performance, or his/her loyalty or desirability to the organization. Reasonable time as defined in Article 10 will be allowed for employees and Union representatives to discuss, prepare for and present grievances, including attendance at meetings with Employer officials.

Section 7. In grievances concerning a demotion or removal based upon unacceptable performance or a removal, a suspension of more than fourteen (14) days,

a reduction in grade or pay and a furlough of thirty (30) days or less, the following procedure will be used in lieu of the procedures described in Section 8:

Step 1. The grievant must present his/her grievance in writing to the Shipyard Commander within twenty (20) calendar days of the effective date of the action. The Shipyard Commander or a designated representative will hold a discussion with the grievant and his/her representative within ten (10) workdays of receipt of the grievance. The Shipyard Commander will render a decision within fifteen (15) work days of the date of the discussion.

Step 2. If the decision in Step 1 is unfavorable to the grievant, the matter may be referred to arbitration in accordance with Article 32.

Section 8, Step 1. Any grievance except as provided for in Section 7 shall first be

taken up orally by the concerned employee or Union representative with his/her immediate supervisor in an attempt to settle the matter. Grievances must be presented within twenty (20) calendar days from the date the Employee or Union became aware of the grievance. The Union representative must be present if the employee so desires. However, if an employee(s) presents a grievance directly to the Employer for adjustment consistent with the terms of this AGREEMENT, the Local shall be notified and is entitled to have an observer present. The immediate supervisor will advise the employee of the decision within ten (10) workdays of the meeting.

Step 2. If the matter is not satisfactorily settled at Step 1, the employee or Union representative, may, within ten (10) workdays, submit the matter in writing to the respective Department Head or a designated representative. The Department Head or a designated representative will

meet with the Union representative and the aggrieved employee within ten (10) working days after receipt of the grievance. The Department Head or a designated representative shall give his/her written decision within ten (10) working days after the meeting.

Mediation. If the grievance is not settled at Step 2, and the parties agree by mutual consent, the services of a mediator from the Federal Mediation and Conciliation Service (FMCS) will be requested. If mediation is agreed to, time limits for processing of the grievance will be temporarily suspended to allow for mediation to take place. If mediation is agreed to, the union will promptly notify the Director of Human Resources in writing. The Director of Human Resources or a designated representative, will promptly contact FMCS and arrange for the services of the mediator. If mediation does not satisfactorily resolve the grievance, the

grievance procedure will resume within ten (10) days at Step 3 as follows:

Step 3. If the grievance is not satisfactorily resolved through mediation, the employee or Union representative may, within ten (10) working days, forward the grievance to the Shipyard Commander for further consideration. The Shipyard Commander will review the grievance, and give the employee or Union Representative his written answer within fifteen (15) working days after receipt of the grievance.

Step 4. If the grievance is not satisfactorily settled at Step 3, the Union or the Employer may refer the matter to arbitration. All time limits in this Article may be extended by mutual consent.

Section 9. The Union and the Employer agree that in the case of a grievance involving a group of employees or several individual identical grievances, they will be

joined and processed as one (1) grievance. The Union will select one (1) employee's grievance for processing and the decision thereon shall be binding on the other grievants.

Section 10. A grievance over a matter of general interpretation or application of this AGREEMENT, filed by the Union, shall be submitted directly to Step 2 of the grievance procedure. For the purpose of Step 2, the appropriate Department Head shall be the Director of Human Resources. The grievance must be submitted within twenty (20) calendar days after the incident out of which the grievance arose, or within twenty (20) calendar days after the date the Union becomes aware of the incident. For processing grievances under this Section, the discussion at Step 2 shall not include the aggrieved employee(s), and the decision at this Step will be submitted directly to the Union. If the grievance is not settled at Step 2, the Union may within ten (10) working

days, forward the grievance to the Shipyard Commander for further consideration. The Shipyard Commander will review the grievance and give the Union a written answer within ten (10) working days after receipt of the grievance.

Section 11. Should the Employer desire to resolve some matter concerning the interpretation or application of this AGREEMENT, such as but not limited to the prospective interpretation or application of this AGREEMENT, or an alleged violation of the AGREEMENT by the Union, then the matter will be processed as follows:

The Director of Human Resources will advise the Union in writing of the matter the Employer wishes to resolve. The Union, the Director of Human Resources and the appropriate management officials will meet within ten (10) workdays to discuss the matter and attempt to seek a satisfactory

resolution and reduce it to writing. If a satisfactory resolution of this matter is not reached through this informal discussion, the Employer will put its position in writing and forward it to the Union within fifteen (15) workdays from the conclusion of the above discussion. If the Union does not agree with this position, it will submit its position in writing to the Director of Human Resources within fifteen (15) workdays of the date of the Employer's letter. If the matter is still not resolved, then the Employer may refer this matter to arbitration in accordance with the provision of Article 32. If the Employer fails to pursue a grievance within the time limits prescribed in this Section, the grievance will be terminated and will receive no further consideration. All time limits under this Section may be extended by mutual agreement for valid reasons, provided that a request is presented prior to the end of the prescribed time limit.

Section 12. It is agreed and understood that in any grievance processed under the terms of the negotiated grievance procedure in this AGREEMENT where an employee does not elect to present the grievance on his/her behalf, the Union will be the sole representative in this procedure.

ARTICLE 32

ARBITRATION

Section 1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either the Employer or the Union within twenty (20) calendar days after issuance of the final decision shall be submitted to arbitration.

Section 2. Within ten (10) workdays from the date of forwarding of the

arbitration request, the parties shall select an arbitrator as follows: A random list of seven (7) arbitrators shall be generated from a pool of fifty (50) arbitrators established by the parties. The parties shall meet within five (5) workdays after receipt of such list to select the arbitrator. If the parties cannot mutually agree upon one of the listed arbitrators, then the party not invoking arbitration will first strike one arbitrator's name from the list of seven. The other party will then strike a name, and the parties shall then repeat this procedure twice more. The remaining name shall be the duly selected arbitrator. Either party may request a second random list to be used in lieu of the first random list.

Section 3. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

Section 4. The arbitrator's fee and the expenses shall be borne equally by the Employer and the Union, provided the per diem cost to the Navy shall not exceed that authorized by regulation. Further, the Employer and the Union shall share equally the expense of any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. All employees participating in the hearing shall be in a duty status. The Union will inform the management representative in writing of the names of expected employee representatives and witnesses at least five (5) workdays prior to the arbitration hearing so that arrangements can be made to have such employees available for the hearing. The Employer will inform the Union in writing of the names of the expected management witnesses at this time. Failure to so notify

the management representative may result in the nonavailability of the employee(s) for the hearing or may result in the employee(s) participating in the hearing in a nonduty status. This does not restrict the parties from calling other witnesses.

Section 5. The arbitrator will be requested to render his/her decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 6. The arbitrator's award shall be binding on the parties. Either party may file exceptions to an arbitrator's award on a grievance with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the Authority.

Section 7. Any dispute over the application of an arbitrator's award shall be

returned to the arbitrator for settlement, including remanded awards.

Section 8. Either the Union or the Employer may file a brief but it will not be incumbent upon either party to do so. No other authority shall obligate the parties to file such briefs. Either party may request a verbatim transcript of the hearing; however, if not mutually agreed to, the requesting party will assume the cost. Either party may request a copy of the transcript which will be provided at cost. Either party may utilize tape recorders at the hearing.

Section 9. Absent a negative arbitrator's decision upon the arbitrability of a grievance, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing. However, the parties may mutually agree otherwise in instances such

as highly complex cases which would involve several days of hearings.

Section 10. If either party desiring arbitration fails to proceed or otherwise refuses to arbitrate a grievance, the arbitration request shall be cancelled and the grievance considered terminated. If the party not desiring arbitration fails to proceed to arbitration, the party desiring arbitration may, after notification to the other party, unilaterally proceed to arbitration. Notification of the intent to participate will be made within five (5) days after notification of the hearing date. The party failing to notify their intent or failing to participate will default and will implement the remedial action requested in the grievance within thirty (30) days.

Section 11. The arbitrator has full authority to award representative fees in accordance with the standards of the Civil Service Reform Act.

ARTICLE 33

GENERAL PROVISIONS

Section 1. RETURN FROM LIMITED DUTY. When an employee has been returned to work by the Employer's medical authority for a temporary brief period of light duty, the Employer agrees to assign a type of work to the employee that will not aggravate his/her illness or injury when such work is available which he/she is qualified to perform. If the Employer is unable to provide such light duty, the Employer will approve a period of absence due to illness as recommended by its medical authority.

Section 2. RETIREMENT. The Employer agrees that any employee in the unit who contemplates retirement in the immediate future shall be afforded retirement counseling to insure that the interests of the employee are protected.

Alternative retirement plans for which the employee is eligible shall be explained to the employee.

Section 3. AVAILABILITY. It is understood that each employee shall be at his/her job site and ready to work at the scheduled starting time of his/her shift and at the conclusion of his/her lunch period. If an employee is required by the Employer to perform any work or duty either before or after his/her scheduled work hours, he/she shall be compensated at the appropriate rate of pay for such work or duty.

Section 4. QUESTIONAIRES. If the Employer develops a questionnaire for distribution to unit employees, the union will be given an opportunity to review it and comment on it prior to distribution. The results of the survey, in statistical form, will be made available to the Union for review. This section does not apply to questionnaires developed by an appropriate

authority at a higher level than the Shipyard.

Section 5. PAY SETTING POLICY.

The Employer agrees that pay of unit employees will be set in accordance with NAVSHIPYD PSTMHINST 12552.4 (latest revision) and shall be applied in a fair and equitable manner.

Section 6. LIST OF EMPLOYEES.

The Employer agrees to furnish the Union a list containing the name, occupational code, grade, shop number, and employee number of all unit employees in the occupational codes for which the Union has been granted recognition. Such list will be provided without cost to the Union every month upon request of the Union. Additionally, the Union will be provided one interim list annually, upon request.

Section 7. ACCEPTABLE LEVEL OF COMPETENCE determinations will be

made in strict compliance with
NAVSHIPYD PTSMHINST Instruction
12531.3 (latest revision) and provisions of
this AGREEMENT.

Section 8. COMMITTEE
ASSIGNMENTS. It is agreed that the
Union may appoint one representative to
the following boards and committees:

Employee Recognition Board
Restaurant Board
Environmental Policy Committee
Equal Employment Opportunity
Committee
Shipyard Investment Committee
OSH Policy Committee

Section 9. PERFORMANCE
APPRAISALS for unit employees will be
administered in accordance with the
provisions of NAVSHIPYD PTSMHINST
12430.1 (latest revision).

Section 10. PUBLICITY. The Employer agrees to erect bulletin boards, provided by the Union and properly identified as AFGE, of a size and in locations agreed to by the parties for the posting of Union notices, bulletins, and other literature. The Union agrees that all notices, bulletins, and literature posted will not violate any law, this AGREEMENT, the security of the Shipyard or contain scurrilous or libelous material. The Union agrees to remove any material from the bulletin boards that violate any law, this AGREEMENT, the security of the Shipyard or contains scurrilous or libelous material if brought to the Union's attention by the Employer. Violation of these standards for the posting of Union material will be grounds for revocation of this privilege.

Section 11. AGREEMENT. The Employer shall be responsible for printing the AGREEMENT. The Union shall be responsible for distributing a copy of this

AGREEMENT to all employees of the unit. A reasonable number of copies will also be furnished to the Union for its use. The cost of printing this AGREEMENT shall be borne by the Employer. Additionally, this AGREEMENT will be placed on the Shipyard Intranet Web Page.

Section 12. USE OF OFFICIAL FACILITIES. The Employer agrees to provide suitable office space and that the Union will be provided with one (1) Government telephone in the Union Office at no cost to the Union to be restricted to internal Shipyard use.

Section 13. FAMILY MEDICAL LEAVE. The Family and Medical Leave (FML) Act, entitles employees up to 12 weeks of unpaid leave per 12 month period for the birth or placement of a child, adoption, foster case, or to care for a family member with a serious health condition. Under the provisions of the law, a "family

member" is: Spouse (individual who is a husband or wife pursuant to a marriage that is a legal union between one man and one woman, including common law marriage between one man and one woman in States where it is recognized), son or daughter (biological, adopted, or foster child; step child; legal ward; or a child of a person standing in loco parentis who is under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability), or parent (biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a son or daughter - does not include parents "in law").

Section 14. TRAVEL. When travel is required as part of an employee's work assignment, then the employee shall be compensated to the extent permitted and prescribed by applicable laws and/or regulations. Except in the cases of emergent

situations, a standard travel order will normally be issued to employees assigned travel at least three (3) workdays prior to their scheduled departure from the Shipyard. All arrangements for transportation and advancement of per diem allowances will be accomplished during working hours, prior to departure. Maximum permissible advancement of per diem, mileage, and miscellaneous expenses will be made to employees prior to required travel. Any changes to the above will be subject to the provisions of Article 7. To the maximum extent permitted by regulation, no employee will be permitted to travel in a nonpay status.

ARTICLE 34

DURATION AND CHANGES

Section 1. This AGREEMENT, as executed by the parties, shall remain in full

force and effect for a five (5) year period from the date of its approval by the Office of the Secretary of Defense (OSD). On the request of either party, the parties shall meet to commence negotiations on a new AGREEMENT at least sixty (60) but not earlier than ninety (90) days prior to the expiration date of the AGREEMENT. After the AGREEMENT has been in force for three (3) years either party may request to amend up to 6 articles each.

Section 2. Upon reaching the terminal date of this AGREEMENT and if a new AGREEMENT has not been executed and approved by OSD, this AGREEMENT may be extended in whole or in part for a specific period by mutual agreement subject to approval by OSD. At the time of extension, this AGREEMENT is automatically brought into conformance with the existing published policies and regulations of the Department of the Navy and the Department of Defense; regulations of other

appropriate authorities; and applicable laws.

Section 3. If neither party serves notice to renegotiate this AGREEMENT, the AGREEMENT shall be automatically renewed for three (3) years, subject to the other provisions of this Article.

Section 4. This AGREEMENT, except for its duration period as specified in Section 1 above may be opened for amendment by mutual consent of the parties at any time after it has been in force and effect for at least ninety (90) days. Any request for amendment must be written and must include a summary of the amendment(s) proposed. The parties shall meet within fourteen (14) calendar days after receipt of such request to discuss the matter(s) involved. If the parties agree that opening is warranted on any such matter(s), they shall proceed with negotiations. Negotiations shall be strictly limited to those

matters previously agreed to as being appropriate. Such amendment(s) as agreed to will be duly executed by the parties, subject to approval by the Office of the Secretary of Defense.

Section 5. The parties agree that all Memoranda of Understanding (MOUs) executed under the previous Agreement(s) will expire 90 days after the effective date of this Agreement, unless identified and reinstated by the Union and the Employer.

APPENDIX I

INDEX

ARTICLE	NO.	PAGE
ADMINISTRATIVE LEAVE	19	87
ADVANCE SICK LEAVE	17	82
ADVERSE ACTIONS	30	122
ANNUAL LEAVE	14	65
ARBITRATION	32	137
BENEFICIAL SUGGESTIONS	27	112
CIVIC RESPONSIBILITIES	9	20
CONTRACTING OUT AND USE OF MILITARY PERSONNEL	25	106

ARTICLE	NO.	PAGE
DETAILS	23	100
DISCIPLINARY ACTION	29	119
DURATION AND CHANGES	34	150
ENVIRONMENT AND SAFETY	28	114
EQUAL EMPLOYMENT OPPORTUNITY	8	19
GENERAL PROVISIONS	33	143
ACCEPTABLE LEVEL OF COMPETENCE		145
AGREEMENT		147
AVAILABILITY		144
COMMITTEE ASSIGNMENTS		146
FAMILY MEDICAL LEAVE		148
LIST OF EMPLOYEES		145
PAY SETTING POLICY		145

ARTICLE	NO.	PAGE
PERFORMANCE APPRAISALS		146
PUBLICITY		147
QUESTIONAIRES		144
RETIREMENT		143
RETURN FROM LIMITED DUTY		143
TRAVEL		149
USE OF OFFICIAL FACILITIES		148
GRIEVANCE PROCEDURE	31	125
HOLIDAYS	13	63
HOURS OF WORK	11	33
LEAVE WITHOUT PAY	18	86
MANAGEMENT RIGHTS	4	8
MATTERS APPROPRIATE FOR BARGAINING	7	15

ARTICLE	NO.	PAGE
OVERTIME	12	43
PLACEMENT OF THE MEDICALLY RESTRICTED	20	90
POSITION CLASSIFICATION	21	91
PREAMBLE		1
PROMOTIONS	22	94
PROVISIONS OF LAWS AND REGULATIONS	1	3
PURPOSE	3	6
REDUCTION IN FORCE AND FURLOUGH	26	108
REQUIRED USE OF ANNUAL LEAVE	15	71

ARTICLE	NO.	PAGE
RIGHTS OF EMPLOYEES	6	13
RIGHTS OF THE UNION	5	10
SICK LEAVE	16	76
TRAINING AND EMPLOYEE DEVELOPMENT	24	104
UNION REPRESENTATION	10	25
UNIT DESIGNATION	2	4
WITNESSETH		1

**APPENDIX II
TYPICAL ELIGIBILITY LIST BY
OCCUPATIONAL CODE**

080	Security Administration Series
083	Police Series
085	Guard Series
189	Recreation Aid and Assistant Series
203	Personnel Clerical and Assistant
301	Miscellaneous Administration and Program Series
302	Messenger Series
303	Miscellaneous Clerk and Assistant Series
304	Information Receptionist Series
305	Mail and File Series
312	Clerk Stenographer and Reporter Series
318	Secretary Series
322	Clerk Typist Series
332	Computer Operation Series
335	Computer Clerk and Assistant Series
350	Equipment Operator Series

351	Printing Clerical Series
356	Data Transcriber Series
359	Electric Accounting (EAM) Operation Series
361	Equal Opportunity Assistance Series
392	General Communications Series
393	Communication Specialist Series
394	Communications Clerical Series
503	Financial Clerical and Assistance Series
525	Accounting Technician Series
540	Voucher Examining Series
544	Payroll Series
560	Budget Analysis Series
561	Budget Clerical and Assistance Series
590	Time and Leave Series
1060	Photography Series
1071	Audio-Visual Production Series
1082	Writing and Editing Series
1087	Editorial Assistance Series
1101	General Business and Industry Series
1102	Contracting Series
1105	Purchasing Series

1106 Procurement Clerical and Assistant Series
1173 Housing Management Series
1410 Librarian Series
1411 Library Technician Series
1654 Printing Management Series
1702 Education and Training Technician Series
1712 Training Instruction Series
1810/ General Investigating/Criminal
1811 Investigating Series

2005 Supply Clerical and Technician Series 2030
Distribution Facilities Specialist Series 2101
Transportation Clerk and Assistant Series
2130 Traffic Management Series
2131 Freight Rate Series
2132 Travel Series
2134 Shipment Clerical and Assistance Series
2135 Transportation Loss and Damage Claims Examining Series

Step 1
2
3
4

PORTSMOUTH NAVAL

**AFGE
LOCAL 2024**

GRIEVANCE FORM

Subj.: GRIEVANCE, SUBMITTAL OF

1. I hereby grieve the decision of _____

On _____

2. Subject matter of grievance: _____

3. Provision of agreement violated:

4. Description of grievance: (Be specific-names, dates, places, etc.)

5. Relief desired: _____
(Use additional sheets if necessary)

(Use additional sheets if necessary)

(Employee's Signature)

(Date)

(Name of Steward)

Forwarded with the consent of the Union _____
(Signature and Title)

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on this second day of December 1999.

FOR THE UNION:



**President/Chief Spokesperson
American Federation of Government
Employees, Local 2024**

FOR THE EMPLOYER:



**Captain, USN
Shipyard Commander**



**1st Vice President, AFGE, Local 2024
Negotiating Committee**



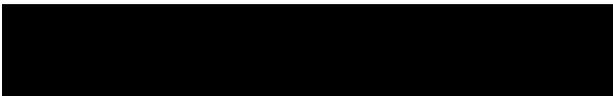
**Chief Spokesperson
Employer's Negotiating Committee**



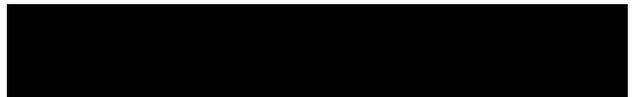
**AFGE Local 2024
Negotiating Committee**



Employer's Negotiating Committee



**AFGE Local 2024
Negotiating Committee**



Employer's Negotiating Committee



**AFGE Local 2024
Negotiating Committee**



Employer's Negotiating Committee



Employer's Negotiating Committee

**Approved by the Secretary of Defense on 29 December 1999,
To be effective 29 December 1999**

