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PREAMBLE

Pursuant to the policy set forth in Title VII of Public Law 95-454, hereinafter referred to as the Statute, the following Articles constitute an AGREEMENT by and between the Portsmouth Naval Shipyard, Portsmouth, New Hampshire, hereinafter referred to as the Employer, and the Federal Employees Metal Trades Council, AFL-CIO, hereinafter referred to as the Council.

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 Council are governed by:

a. Existing laws (including the Statute), future laws and existing or future regulations of appropriate authorities, such as pertinent Presidential Executive Orders, Office of Management and Budget Issuances affecting Labor-Management relations, Office of Personnel Management policies and Department of Defense regulations.

b. Published Department of the Navy regulations in existence at the time this AGREEMENT is approved.

c. Subsequently published Department of the Defense and Department of Navy regulations required by law, or authorized by the terms of a controlling agreement at a higher level within the Department of Defense or Department of Navy.

ARTICLE 2

EXCLUSIVE RECOGNITION UNIT DESIGNATION

Section 1. The Employer recognizes that the Council is the exclusive bargaining representative of all employees in the unit, as described in Section 2 below.

Section 2. The unit to which this Agreement is applicable is as follows:

All Microform Equipment Operators, GS-4; Copier/Duplicating Equipment Operators (Photocopying), GS-4; Copier/Duplicating Equipment Operators (Xerox), GS-3; Copier/Duplicating Equipment Operators (Blue-Print), GS-3; and Copier/Duplicating Equipment Operators, GS-2, assigned to the Planning Department. Administrative Support Branch, Microphotography Section and

Reproduction Section; and all Wage Grade Employees, including apprentices and trainees, planners and estimators, progressmen, ship schedulers, shop planners and inspectors of the Portsmouth Naval Shipyard, Portsmouth, New Hampshire; excluding all professional employees, all other General Schedule employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, guards and supervisors as defined in the Statute.

Section 3. Should any group of unit employees be reclassified from General Schedule to Wage Grade, or vice versa, it could raise a question concerning representation. In such a case, the Employer agrees to advise the Council and discuss the matter before announcing its decision as to whether the reclassified employees will be considered to remain a part of the unit. The Council may file the

necessary petition to resolve the question concerning representation.

ARTICLE 3

RIGHTS OF EMPLOYER

Section 1. In accordance with the Statute (5 USC 7106), nothing in this AGREEMENT shall affect the authority of the Employer:

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

b. in accordance with applicable laws --

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

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

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

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

(b) any other appropriate source; and

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

Section 2. Nothing in this article shall preclude the Employer and the Council from negotiating --

a. in a manner consistent with provisions of the Statute, 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, in accordance with Executive Order 12871 of October 1, 1993;

b. procedures which the Employer will observe in exercising any authority under this article; or

c. appropriate arrangements for employees adversely affected by the exercise of any authority under this article by the Employer.

ARTICLE 4

RIGHTS OF EMPLOYEES

Section 1. It is agreed that employees in the unit defined herein shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Council, or to refrain from any such activity. Except as expressly provided in the Statute, the freedom of such employees to assist the Council shall be recognized as extending to participation in the management of the Council and acting for the Council in the capacity of Council representatives, including the presentation of its views to officials of the Executive Branch, the Congress, or any other appropriate authority.

Section 2. The Employer shall take such action consistent with law as may be required in order to assure that employees

in the unit are apprised of the rights described above, and that no interference, restraint, coercion or discrimination is practiced within this activity to encourage or discourage membership in the Council.

Section 3. The Employer and the Council agree that all provisions of the AGREEMENT shall be applied fairly and equitably to all employees in the unit.

ARTICLE 5

RIGHTS AND RESPONSIBILITIES OF THE COUNCIL

Section 1. The Council is the exclusive representative of all employees in the unit and is entitled and obligated to act for and negotiate collective bargaining Agreements covering all employees in the unit. The Council is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership.

Section 2. The Council shall be notified promptly by the Employer if any employee submits a grievance without the intervention of the Council in accordance with the provisions of Article 33.2 of this AGREEMENT.

Section 3. In accordance with the Statute (5 USC 7114(a)(2)) the Council shall

be given the opportunity to be represented at:

a. 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 of practice or other general condition of employment; or

b. Any examination of an employee in the unit by a representative of the Employer in connection with any investigation if,

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

(2) The employee requests representation.

NOTE: See Article 13.4 and Article 32.3 for further information relating to circumstances in which the Employer has a responsibility to afford Council representation.

Section 4. The Employer shall keep a summary record of the monthly meetings between the Shipyard Commander and the Council. Such summary records shall indicate the date, subjects discussed and decisions reached.

Section 5. The Employer agrees to continue to advise the Council of the general status of the Shipyard workload, either when significant changes are anticipated or upon request of the Council, to the extent consistent with National Security and other regulatory restrictions.

Section 6. As part of their orientation, all new unit employees hired into a position in the unit shall be informed,

by the Employer, that the Council is the exclusively recognized representative of all employees in the unit. The appropriate shop or code will make arrangements with the appropriate chief steward, or in his absence, one of the shop stewards, to meet with all new employees. At this meeting, the Council representative can give a brief outline of the Council's representational functions.

Section 7. The Employer agrees to place the Council on the distribution list for the following issuances which include personnel policies and/or matters affecting working conditions of the unit employees: 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 Portsmouth Naval

**Shipyards Department/Office Notices and
Instructions.**

ARTICLE 6

MATTERS APPROPRIATE FOR BARGAINING

Section 1. It is understood that matters appropriate for collective bargaining are conditions of employment affecting unit employees. For the purpose of this article:

a. Collective bargaining (negotiate) means the performance of the mutual obligation of representatives of the Employer and the Council to meet at reasonable times and to 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.

b. “Conditions of Employment” means personnel policies, practices and matters, whether established by rule, regulation or otherwise, affecting working conditions, except that such term does not include policies, practices and matters --

(1) relating to political activities prohibited under Subchapter III of Chapter 73 of Title 5 of the U.S. Code;

(2) relating to the classification of any position; or

(3) to the extent such matters are specifically provided for by Federal statute.

Section 2. Both parties to this AGREEMENT recognize their responsibility to bargain in good faith and

to conduct themselves in such a manner so as to further the purposes of the Statute. They agree to make a reasonable effort to resolve all differences which arise between them in connection with the administration of this AGREEMENT.

Section 3. The Employer agrees that before issuing a new or revised Shipyard Notice or Instruction containing negotiable provisions, a draft of the Notice/Instruction will be provided to the Council, along with the intended implementation date. The Council may, prior to the intended implementation date, request that the Shipyard bargain on the negotiable changes of the draft Notice/Instruction and any other portion of the draft Notice/Instruction that is impacted by the change. Such request shall be in writing. If the Council fails to make a written request to bargain prior to the intended implementation date, the change may be effected as proposed to the Council by the Employer.

Section 4. Shipyard Instructions that affect unit employees and that are in existence at the time this AGREEMENT is approved are binding on the parties unless/until changes in accordance with the provisions of Section 3 above.

Section 5.

a. It is agreed that the Employer will provide the Council with a signed copy of new training plans and changes in training plans in advance of the implementation date. The implementation date will be that date seven calendar days after the date of signature by the Head, Employee Development Division or the Shipyard Commander. The Employer agrees to discuss these plans with the Council and/or to bargain on the negotiable impact of the plans; however, the implementation of the plans will not be held up. Requests to bargain must be made in

writing to the Human Resources Office prior to the implementation date.

b. For the purpose of this section, discuss is defined as an exchange of information concerning the training plans so that the Council may be given the opportunity to present its views.

Section 6. This AGREEMENT represents those conditions of employment which have been negotiated between the Employer and the Council, and it is agreed that the conditions prescribed by this AGREEMENT are binding upon both parties. No changes in the conditions of employment prescribed by this AGREEMENT shall be made by either party except as specifically provided hereinafter in this AGREEMENT.

Section 7. It is recognized that this AGREEMENT is not all-inclusive. Therefore, nothing in this AGREEMENT

shall eliminate the responsibility of the Employer and Council to meet on conditions of employment, not covered by this AGREEMENT, that involve unit employees and are within the discretion of the Employer.

Section 8. In accordance with the Statute (5 USC 7114(b)), the duty of the Employer and the Council to negotiate in good faith under this article shall include the obligation, in the case of the Employer, to furnish to the Council upon written request, to the extent not prohibited by law and at no cost, data:

a. which is normally maintained by the Employer in the regular course of business;

b. which is reasonably available and necessary for full and proper discussion, understanding and negotiation of subjects

within the scope of collective bargaining;
and

c. which does not constitute guidance, advice, counsel or training provided for management officials or supervisors, relating to collective bargaining.

Section 9. In order for the Employer to discharge its obligation to negotiate in good faith under the provisions of this article, the Council agrees to furnish to the Employer upon written request, to the extent not prohibited by law and at no cost, data:

a. which is normally maintained by the Council in the regular course of business;

b. which is reasonably available and necessary for full and proper discussion, understanding and negotiation of subjects

**within the scope of collective bargaining;
and**

**c. which does not constitute
guidance, advice, counsel or training
provided for Council officers, chief stewards
or stewards, relating to collective
bargaining.**

ARTICLE 7

COUNCIL REPRESENTATION

Section 1. The Employer agrees to recognize the Council's officers. The Council shall supply the Employer in writing, and maintain with the Employer on a current basis, a complete list of its officers.

Section 2.

a. The Employer agrees that the Council President and two other Council officers designated by the president will be allowed time not to exceed forty hours each per week for the purpose of performing required and/or mutually beneficial representational functions. This time will be charged solely to a special job order for full-time Council officers and will not be charged against pool time or any other job order. The Council understands that this time authorized for representational

functions will not be used solely for the purpose of manning the Council office. Furthermore, the Council agrees that Council officers will not carry out the union activity or internal union business specified in Sections 11 and 12, respectively, of this Article during this time.

b. If either the Council President or another full-time officer designated by the president is absent from work for 8 hours or more because of approved leave, the Council may designate another recognized officer as an alternate to act in his absence and that alternate will be allowed to charge to the special job order while serving as a full-time officer. The Human Resources Office will be advised when any full-time Council officer is on leave and which other officer is serving in this capacity.

c. Other Council officers will be permitted to use official time for representational functions as authorized by

Section 6 of this Article only when designated as a chief steward or steward.

Section 3. The Employer agrees to recognize the Council's stewards and chief stewards. It is agreed that the total number of stewards and chief stewards shall not exceed a ratio of one for each seventy-five employees in the unit, including a maximum of seventeen chief stewards as outlined in Section 4 below. The Council shall supply the Employer, in writing, a complete list of all authorized stewards (by shop or code) and chief stewards (by shop or code and representational area). Permanent changes to the list of stewards and chief stewards will be reported to Code 1110 in writing at the end of each pay period. Code 1110 will publish these permanent changes on a bi-weekly basis. Chief steward/steward substitutions of two weeks or less will be reported by a full-time Council officer directly to the shop or code concerned.

Section 4.

a. The Employer will recognize fifteen chief stewards on the first shift and two chief stewards on the second shift.

It is the responsibility of the Council to appoint Officers, Chief Stewards and Stewards to perform the representational functions which fall within the scope of the authorized activities of the Council as the Exclusive Representative of the unit. In this regard, the Council will provide the Human Resources Office (HRO), the Appropriate Department Heads, Division Heads, Superintendents, and the Shipyard Commander a current list of names of all Council Representatives and the trades/areas where such representatives are authorized to act on behalf of the Council. The Council will assign each steward within his or her trade, wherein he or she will be authorized to carry out the representational activities within an organizational

component or geographic area. As an exception to above, the Council may assign a steward of any trade to represent employees on a project or on the back shifts, regardless of trade. The Council will further assure that stewards will not perform representational activities in any area, project, or organizational component other than that which appointed and assigned.

Section 5. The Employer agrees to allow a reasonable amount of time off from work without loss of pay or benefits of any kind, subject to the limitations imposed by Section 6 of this Article, for Council chief stewards and stewards to perform the following types of representational functions:

a. To discuss complaints or grievances concerning working conditions or other employment related matters with

employees or other Council stewards, chief stewards or officers.

b. To investigate such complaints or grievances or other employment related matters. Such activities include, but are not limited to, discussions with personnel of the Comptroller Department relating to pay matters, leave discrepancies, etc.; discussions with personnel of the Human Resources Office regarding grievances, compensation matters, continuation of pay, beneficial suggestions, retirement, etc.; researching regulations, etc.

c. To discuss/investigate matters relating to a potential disciplinary action against a unit member. Included is the time spent in the preaction discussion with the supervisor required by Article 32, Section 3.

d. To attend meetings with management held at the request of a Council steward, chief steward or officer.

e. To attend as a representative of the Council any discussion in which management offers a grievance adjustment to an employee or group of employees who have presented grievances without the intervention of the Council in accordance with the provisions of Article 6.

f. To attend a meeting to discuss a new or revised Shipyard directive in accordance with the provisions of Article 6.

g. To perform any other representational function authorized by this AGREEMENT unless specifically excluded.

Section 6. The Employer agrees to grant the Council a pool of hours of official time to be used during working hours for chief stewards and stewards to perform those types of representational functions outlined in Section 5 of this Article and all other functions authorized by law,

regulation and/or this AGREEMENT unless there is a specific exception; i.e., committee work. This pool of hours will not exceed 31,200 man-hours per year. It is anticipated that the normal rate of use of this official time will not exceed a maximum of 1200 man-hours per biweekly pay period. In the event adjustments are required to official time man-hours, the Parties agree to meet and discuss modifications.

Section 7. Time spent at meetings of various committees in which the Council is entitled to representation under this AGREEMENT is excluded from the provisions of Section 6 of this Article. Excusal is limited to the designated Council representative(s) for the time specifically authorized by this AGREEMENT. This time is chargeable to the "Committee Work" job order in Portsmouth Naval Shipyard Instruction 12630.15 (latest revision).

Section 8.

a. The Council agrees that time off from work for Council stewards and chief stewards to perform those activities outlined in Section 5 above will only be for that amount of time necessary to properly and expeditiously accomplish required and/or mutually beneficial representational functions. When such representational functions require a meeting with a unit employee, such meetings will normally take place in the immediate vicinity of the employee's work area. Normally, advance arrangements for this meeting will be made with the employee's supervisor.

b. For the purpose of performing these representational functions, a Council chief steward or steward must receive permission from his immediate supervisor. Permission to perform these representational functions will be granted if he can be spared from his work assignment.

If he cannot be spared at the requested time, the supervisor shall inform the Council chief steward or steward of the time he can be granted permission, within the same work shift when practicable, to perform these representational functions. Upon entering other work locations, if approval to visit an employee has not already been granted, the Council steward or chief steward shall, in advance, contact the cognizant supervisor of the employee to be visited, request permission to visit the employee and explain the purpose of the intended visit. Upon completion of his business, the Council steward or chief steward shall promptly report back to his supervisor.

c. The Council agrees that those representational functions that require visits to the Metal Trades Council Office will normally only be accomplished by a Council chief steward.

Section 9. It is understood that the amount of official time authorized any Council officer, chief steward or steward for representational functions may not exceed that needed to perform required and/or mutually beneficial functions.

Section 10. The Employer agrees that if they can be spared from their work assignments, Council officers, chief stewards and stewards shall be granted a reasonable amount of annual leave or leave without pay upon request to their 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 Council's case on unfair labor practice charges or complaints; preparation for negotiation meetings; Council conventions and press

conferences; and similar union activity, but not the internal union business described in Section 11 below.

Section 11. It is agreed that internal union business such as the solicitation of memberships, collection of dues or other assessments, circulation's of authorization cards or petitions, solicitation of signatures on dues withholding authorizations, campaigning for labor organization office, distribution of literature or the solicitation of grievances, appeals or complaints may not be conducted on official time or during normal working hours.

Section 12. The Employer agrees that officers of the Council, national officers of the Metals Trades Department and other duly designated representatives of the Council, who are not active employees of the Shipyard, shall be admitted to the Shipyard, upon request to the Employer (Code 1110) by the Council, in accordance with Shipyard

Security Regulations. For the purpose of security, the Employer reserves the right to require that such visitors be escorted by a representative of the Employer during his visit to this activity.

Section 13. Upon request of either party, the appropriate Council officer, chief steward and/or steward shall meet with the cognizant shop superintendents for the purpose of discussing matters of mutual concern to the parties. The appropriate Council officer, chief steward and/or steward is that employee assigned to the shop or representational area listed in Section 4 above that has been designated by the Council and recognized by the Employer as a Council officer, chief steward or steward.

Section 14. It is agreed and understood that all prior agreements, arrangements, understandings and past practices concerning the use of official time

by Council officers, chief stewards and stewards are superseded by the provisions of this Article.

ARTICLE 8

HOURS OF WORK

Section 1. The standard workweek will consist of five eight-hour days scheduled Monday through Friday. Standard workweeks of other than above may be established for employees whose jobs are directly related to the protection of property, security, health and provision of necessary utilities.

It is understood that operating needs may require a workweek of other than Monday through Friday in order to accomplish the mission of the Employer.

If the Employer deems it necessary to establish a workweek of other than Monday through Friday, the Council will be notified of the Employer's reasons for the change and the Council's recommendations

and suggestions will be properly considered prior to establishment of such workweek.

Section 2. The shift hours of the standard workday shall be from 0700-1530 with a 30-minute lunch period for the first or day shift; from 1500-2330 with a 30-minute lunch period for the second or afternoon shift; and 2300-0730 with a 30-minute lunch for the third or midnight shift. Midnight shift will begin on Monday at 2300.

Shift hours other than those listed may be established for individual employees with special circumstances. 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. Additionally, any such changes in shift hours will not be precedence in any other request for similar consideration.

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.

Extending the hours of work on either the start or end of a standard workday will constitute overtime. When extending the hours of work on both the start and end of a standard workday, refer to the procedures jointly established by the parties for Alternative Work Schedules.

It is agreed that employees of the unit who are permanently or temporarily assigned to work in an area where the hours of work differ from those above shall report at the scheduled time of work corresponding to those established for the employees in that Department, Division or work area.

It is agreed that changing the shift hours of an employee or group of employees assigned to the first or day shift to other shift hours established as another first or day shift for purposes such as detail, promotion, etc., will not constitute a shift change. The Employer agrees to give as much advance notice as is practicable.

Section 3. The requirements above do not apply when shift and/or shift hours are changed for the following reasons:

a. To enable employee participation in grievances, appeals, disciplinary or adverse action proceedings, official hearings, investigations, training, instructing, physical examinations, requalification tests and driver tests required in connection with the performance of their duties, and to permit employees to report to the dispensary when returning from sick leave, when it is

impracticable or undesirable to conduct such functions during the employee's standard shift. Employees will be given as much advance notice of such changes 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.

b. Some operations are of a nature which often requires that shifts and/or shift hours be adapted to unpredictable occurrences such as ship arrivals and departures. In such cases, the shifts and/or shift hours that employees must work often cannot be determined in advance, and it may be advisable to change shifts and/or shift hours. Accordingly, it is agreed that employees' shifts and/or shift hours may be changed with minimum advance notice for the following reasons:

(1) Acts of God or Acts of Providence.

(2) Battery Charging Operations.

(3) Docking and Undocking Operations.

(4) Emergency Utility Equipment and Facility Maintenance and Repair Operations.

(5) Sandblasting and Surface Coating Operations.

(6) Unpredictable or Emergent Operations.

(7) Restricted Dry Docking Availability.

(8) Battery Loading and Unloading.

(9) Optical Alignment Operations.

(10) Unforeseen or unexpected problems associated with Nuclear Power Plant Refueling.

Each employee engaged in an operation thus designated will be notified that his shift and/or shift hours are subject to change for short periods of time without any specified advance notice. However, such employees shall be assured that deviations from regular shifts and/or shift hours will be made only when necessary and that they will be given as much advance notice of changes as circumstances permit.

c. To permit an employee recommended for light limited duty on a temporary basis in accordance with the provisions of Article 21, Section 2, who is able to perform such work, to be assigned to

a shift and/or shift hours where such work is available.

An employee having his shift and/or shift hours changed in accordance with this section will not be compensated at overtime rates for work performed while assigned to the new shift and/or shift hours, unless the employee is required to work beyond the eight hours of the new shift and/or shift hours. The Employer agrees to make a reasonable effort subject to schedule requirements and efficiency of operations to avoid changes in shift and/or shift hours which do not allow a break of nine hours between the end of the regular work shift or the conclusion of work and the start of the new shift and/or shift hours.

Section 4. The Employer shall schedule all basic workweeks so that unit employees will have two consecutive days off.

Section 5. Employees within the unit who may be required to work on Sundays as part of their regular workweek will be compensated at 1 1/4 times their rate of basic pay for the entire shift if any part of the shift falls on Sunday, provided the Sunday hours are actually worked. Employees on annual or sick leave or otherwise excused from work for the Sunday portion of his shift shall receive his rate of basic pay for the shift.

Section 6. Adequate time will be provided to the employees as part of their work assignment, where necessary, for personal hygiene, to enable them to remove toxic or hazardous substances, prior to lunch period and the end of the work shift.

Section 7. It is agreed that if an employee is assigned to work through his regular lunch period, the appropriate supervisor may reschedule the employee's lunch period, if the requirements of the job

permit, provided such alternate lunch period may not begin more than thirty minutes prior to or thirty minutes later than the starting time of the employee's regularly scheduled lunch period. When an employee is required to work into or through his regular lunch period and an alternate lunch period cannot be scheduled in the foregoing manner, he will be given the option of:

a. Having his lunch period rescheduled outside the time limits above, if the job requirements permit, or;

b. Working to the end of his standard shift without a lunch period and receiving overtime pay for all work in excess of eight hours, or;

c. Having his hours of work changed to a straight 8 hours for that day only.

Section 8. All employees working on second shift and third shift assignments

shall receive the applicable shift differential determined in accordance with Public Law 92-392 and Office of Personnel Management implementing instructions.

Section 9. Employees of the unit shall report promptly to their worksite and remain at their worksite until the scheduled closing time of the shift. It is understood that failure of an employee to be at the assigned worksite or place specified by his supervisor, ready to perform his duties, at the scheduled starting time of his shift and at the end of his lunch period may be cause for disciplinary action.

Section 10. When employees are required to remain at the Shipyard beyond their work hours for examination(s) pertaining to health or personal safety, the Employer will provide needed transportation to the employee's residence as soon as possible following the examination(s), when the Medical Officer

determines that such transportation is appropriate.

Section 11. It is agreed that the drawing from and returning to a tool room of tools or equipment needed by an employee in order to perform his assigned work will be accomplished on Government time. Other Government property and equipment needed by employees in order to accomplish assigned tasks will also be obtained and secured on Government time. It is recognized that the timing and frequency of trips to tool rooms and other places away from an employee's assigned worksite, as well as the necessity for any particular trip, are matters of legitimate concern and control on the part of supervisors. An employee will not be required to leave any equipment that he is responsible for at the worksite beyond his hours of work unless he receives written direction to do so from higher authority. This will be accomplished by use of a

**Portsmouth Naval Shipyard Standard Form
developed by the Employer.**

ARTICLE 9

SHIFT CHANGE

Section 1. It is agreed that the Employer shall determine the trades, numbers of employees, job ratings, skills and capabilities required when assigning unit employees from one shift to another during regular 12 week shift rotations. For the purposes of section 1 a and 1 b below, an assignment of 6 consecutive weeks to a particular back shift shall count as a shift change. Selections will be made in accordance with the following:

a. When vacancies occur on any shift, employees indicating a desire to change to the shift will be given first consideration for the assignment. In the event that more employees of comparable job ratings and skills show a preference for the shift than is actually required, then the volunteer who has been off the shift being

manned the longest period of time will be given first consideration for the assignment. For the purpose of this subsection, time spent outside the unit is not considered, i.e., supervisory time, time spent in another unit, temporary shift changes for specific purposes, etc.

b. When the Employer mans the P.M. or midnight shift and there are not enough employees with the required skills indicating a desire to change shift, then the Employer may assign employees from the day shift to the P.M. or midnight shift. Employees who have been off the shift being manned the longest will normally be the first employees assigned.

c. When the Employer off-mans the P.M. or midnight shift, employees who desire a change of shift will be given first consideration. If there is an insufficient number of employees desiring a change, those employees who have been off the day

shift the shortest length of time will normally be off-manned to the day shift. Should the Employer need to restaff a shift previously off manned in accordance with this section, those employees involuntarily off manned within the previous 12 week period shall be given first consideration. Those employees will be returned to the shift in inverse order of how they were removed from the shift, provided they have the skills and qualifications required. For the purpose of this subsection, employees who are temporarily on light/limited duty status may only be off-manned from the P.M. or midnight shift for the period of their light/limited duty status if they cannot be reasonably accommodated to perform work on their regularly assigned shift unless said employee would have been off-manned subject to the above provisions.

Section 2. Those employees showing a personal hardship will be given special

consideration for change of shift at the time the employee makes his hardship known.

Section 3. The Employer will keep records of regular shift assignments. The Council may review such records to resolve specific problems.

ARTICLE 10

OVERTIME

Section 1. Assignments to overtime shall be distributed as fairly and equitably as practicable annually under the following conditions:

a. In order to effectively and efficiently accomplish the tasks of the Shipyard, the Employer shall determine the numbers, job ratings, and skills required to meet its overtime requirements, and the employees who meet these requirements.

b. However, in the interest of equitable distribution, employee morale, job continuity and economy of operations, when making overtime assignments, first consideration shall be given those employees currently assigned to the job. Consideration shall next be given to those employees assigned to the crew, then project, then the

applicable shop volunteer overtime list. Work assignments will be made, to the extent practicable, for fair and equitable distribution of overtime.

c. Whenever overtime work involves a Saturday or Sunday, the Employer agrees that a reasonable effort will be made to provide advance notice by the close of business on Thursday. However, in the case of unscheduled or emergent overtime work, notice will be given as soon as possible.

d. It is understood that due to the nature of the work, assignments to such functions as off-Shipyard Selected Restricted Availabilities (SRAs), etc., may result in overtime imbalances. It is the intent of the parties to reduce such imbalances to the extent practicable consistent with the provisions of Article 31.

Section 2. The Council recognizes the Employer's right to require employees to work overtime. However, upon request, an employee may be relieved from an overtime assignment provided that another employee with the desired skills is available and willing to work. An employee who is unable to report for scheduled overtime due to incapacitation for the performance of duty because of illness or injury, or due to an emergency or unforeseen situation must notify the Employer by telephone or by fellow employee, normally within two hours of the start of the shift. Unexcused failure to report for an overtime work assignment may be cause for disciplinary action.

Section 3. When an employee is called back to work on an overtime basis outside of and unconnected with his scheduled hours of work, he shall receive at least two hours' pay, including any applicable additional pay at the applicable overtime rate.

Section 4. Overtime work shall be paid for at the appropriate overtime rates in accordance with pay regulations. Employees required to work overtime shall not be required to use annual leave nor be placed in a LWOP status in order to compensate or offset the overtime hours worked. All hours of work in excess of eight hours in a day or in excess of forty hours in a week shall be paid for at time and a half of the employee's rate of basic pay, plus any applicable additional pay to which the employee may be entitled in accordance with law and regulations. For purposes of this Article, a day is defined as the twenty-four hour period that begins with the start of the employee's regularly scheduled shift.

Section 5. It is agreed that the Employer will keep records of overtime worked. Such records kept will be made available to Council representatives to aid in resolving individual complaints

pertaining to overtime assignments. An employee scheduled and informed in advance for overtime work and who fails to report for any reason will be credited with the number of overtime hours for which he was scheduled or would have worked for the purpose of determining the amount of overtime.

a. Upon request, the superintendent or division head will meet with the Council to discuss problems which arise in connection with the distribution of overtime. Matters not resolved at the discussion may be referred to the Council Grievance Procedure.

b. Total overtime hours worked and credited shall be returned to zero every January 1st.

Section 6. An employee in the unit shall not be required to perform any work or duty before or after his scheduled work

hours without compensating the employee for all such work or duty. It is further understood that if an employee is directed by the Employer to report to a designated location at a specified time prior to or subsequent to his regular shift hours, such time shall be compensable at the existing overtime rates.

Section 7. During overtime assignments which extend three hours beyond the normal eight hour shift, affected employees shall be granted a reasonable amount of time to eat, when work operations permit.

Section 8. No employee shall be denied the opportunity to work overtime because of having been in an approved leave status prior to the overtime requirement.

Section 9. When making overtime assignments, the Employer will give consideration to the fact that days other

than Sunday, are a religious day of rest for some employees, when such matter is brought to the attention of the Employer by the employee concerned.

Section 10. Standard weekend overtime assignments will commence at 0700. Second shift will commence at 1500 and third shift will commence at 2300. Weekend overtime shifts will not have a scheduled lunch period. Employees will be allowed a fifteen (15) minute lunch break during the shift if the work allows.

ARTICLE 11

ANNUAL LEAVE

Section 1. Employees shall earn annual leave in accordance with applicable laws and regulations from higher authorities. An employee's request to take annual leave shall be granted on a fair and impartial basis, to the maximum extent permitted by current or projected workload requirements, when the employee has given his supervisor reasonable advance notice. When annual leave has been denied, for any reason, the Employer will provide advance notice in writing, on the appropriate leave form submitted by the employee, of the reason for denial. Requests for annual leave for emergency reasons will be approved upon submission of a bona fide explanation for the emergency.

Section 2.

a. The Employer shall schedule one period of annual leave for vacation purposes of one week or more continuous duration for those unit employees who will have sufficient leave due and accrued for the purpose, upon employee requests received before 1 March of each year.

b. When a greater number of employees than can be released apply for leave during any period, leave shall be granted to employees on the basis of highest standing on the retention list, within a competitive level by shop.

c. When an employee's choice of leave requested prior to 1 March cannot be granted in accordance with the provisions of b above, he shall be contacted and so informed. The affected employee shall be entitled to request another leave period to be granted in accordance with b above.

d. If an employee returns to work during a period of leave scheduled in accordance with this section, any subsequent annual leave usage will be subject to the provisions of Section 1 of this Article.

Section 3. Except as otherwise provided in Section 2 above, once an employee has made his selection, he shall not be permitted to change his selection if by doing so he would disturb the choice of another employee.

Section 4. The Employer shall make every reasonable effort consistent with urgent workload commitments to adhere to approved leave schedules. In the event an unforeseen increase in workload requires a change in vacation schedules, the employee shall be notified in writing on the approved leave application of the reason for the change, and shall have the right to have his

vacation rescheduled in accordance with the provisions outlined in Section 2 above, except the 1 March time limit referred to therein shall be waived. To the maximum extent possible, such notification shall be made by the Employer to the affected employee not less than ten workdays in advance of the beginning of the scheduled vacation period.

Section 5. An employee transferring from one supervisor to another shall advise his new supervisor of annual leave which has been previously approved. Prior approved leave normally will be granted unless a critical workload occurs and the employee cannot be spared.

Section 6. Nothing in this Article shall preclude an employee from requesting other vacation periods 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 their vacations by 1 March.

Section 7. When employees have been scheduled to work shifts in excess of eight hours, then unit employees so affected will not be permitted to use annual leave during their regular workday, except in the case of a bona fide emergency.

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

ARTICLE 12

REQUIRED USE OF ANNUAL LEAVE

Section 1. It is recognized that the Employer has the right to require an employee to use annual leave with or without his 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.

Employees will be given as much notice as practicable prior to being required to use annual leave, but in no case will an employee being required to use annual leave be given less notice than being notified at the end of the work shift prior to the date the leave must be used. Such involuntary use of annual leave with less than twenty-four hours' notice may not exceed five days in any leave year.

Section 2. When it becomes necessary to require employees to use annual leave, the following procedure will be used:

In the specific rating such as Welder Helper, WG-5; Welding Worker, WG-8; Welder, WG-10; Welder, WG-11; Welder Instructor, WG-12; Apprentice Welder, First Year; Apprentice Welder, Second Year; etc., of a shop or code where the necessity arises, names of all employees 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.

However, the Employer may defer the date of required use of annual leave for an employee for such reasons as temporary duty assignments, training assignments, medical examinations, detail, temporary promotion, etc., until the employee returns to his former work status and proper

notification can be given, provided annual leave use is still required in his rating. If an employee does not return to his former work status (e.g., because a temporary promotion is made permanent) the employee will not be required to use leave.

Employees who are on sick leave 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 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 in their rating when they return to work.

Section 3. 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.

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

Section 4. The purpose of the procedure described in Sections 2 and 3 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 less 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 day(s) 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 5. Except for unforeseen circumstances, the Employer shall notify the Council of the necessity to require unit employees to use annual leave no later than five days prior to the effective date of the period of required use of annual leave. Such notification shall include the affected areas, the approximate number of mandays required, the trade or skills involved and the anticipated scheduled date of such action.

Section 6. Employees required to use annual leave may elect to use leave without pay on those specific days that they

are scheduled for required use of annual leave.

Section 7. When employees are required to use annual leave during a Shipyard curtailment period, the following will apply in lieu of Section 2:

a. All employees will be required to use annual leave except those whose jobs are directly related to the protection of property, security, health and provision of necessary utilities, those specified in Section 3 above, and those required to perform the operations covered by Section 8b below.

b. For critical operations that cannot be feasibly rescheduled, the Employer shall discuss with the Council the critical operations necessary to be performed and the number and kinds of employees expected to be required to perform them.

c. An employee who wishes to use annual leave during the shutdown will be excused from an assignment to perform work in a and b above provided another qualified employee is available and willing to work.

d. Employees will be given as much advance notice of a curtailment period as is practicable.

Section 8. When the Employer elects to cancel a particular shift on a holiday eve, the following provisions will apply in lieu of the requirements of Section 2 or Section 7.

a. All employees on that shift will be required to use annual leave except those whose jobs are directly related to the protection of property, security, health and provision of necessary utilities, those specified in Section 3 above, and those

required to perform the operations covered in Section 8b below.

b. For critical operations that cannot be feasibly rescheduled, the Employer will discuss with the Council the critical operations necessary to be performed and the number and kinds of employees expected to be required to perform them.

c. An employee who wishes to use annual leave or change his shift during the shift cancellation will be excused from an assignment to perform work in a and b above provided another qualified employee is available and willing to work and it does not result in an overtime liability for the Employer.

d. Employees may elect to use leave without pay in lieu of annual leave, when a shift is canceled on the eve of a holiday, upon their written request.

e. Employees may request, in writing, to be changed to the first (day) shift for the day on which the shift is canceled in lieu of being placed in a leave status. Requests will be granted to the extent that the employee's services can be efficiently used on the first shift.

ARTICLE 13

SICK LEAVE

Section 1. Employees shall accrue 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 for day shift employees. Afternoon and midnight shift employees will normally notify the Employer within the two-hour period prior to the start of their scheduled work shift. Facility Maintenance Department watch standers must contact

their immediate supervisor or other designated official as far in advance as possible, but normally at least two hours prior to the start of their watch. Such notification is necessary in order for the Employer to place the employee in a paid sick leave, paid annual leave, or leave without pay status, as appropriate, and shall not in itself be justification for approval or disapproval of sick leave. For extenuating circumstances, the Employer shall waive the notification requirement. Issues involving extenuating circumstances shall be resolved when the employee returns to work.

Section 3.

a. Notices of questionable sick leave record shall not be based on absences on sick leave which have been approved as a result of an acceptable medical certificate, or when the employee has been sent home sick by the Employer.

b. Employees shall not be required to furnish a medical certificate (completion of “Certification of Physician or Practitioner” on the reverse side of the SF-71 or other written medical statement) to substantiate a request for approval of sick leave unless such sick leave exceeds three consecutive workdays, except in individual cases if there is evidence to indicate an employee is abusing sick leave privileges. For such a case, the Employer shall notify the employee that he has a questionable sick leave record. Prior to any discussion, the Employer shall inform the employee of his right to Council representation. If the employee chooses to have Council representation, no discussion shall take place until such Council representation is present. The Employer, upon request, shall make available to the employee and his Council representative pertinent sick leave records. The employee shall be confronted with the alleged evidence of abuse, provided with the opportunity to respond, and fair

and impartial consideration given to the employee's response. Should the employee fail to satisfactorily explain the reasons for questionable absences claimed as sick leave, he shall be advised that a continuation of such sick leave practices may result in a requirement to furnish a medical certificate for each future absence claimed as sick leave. If this does not bring about an improvement in his sick leave record, the employee may be notified, in writing, not sooner than thirty days or more than one hundred and eighty days subsequent to such discussion, that all future requests for sick leave must be supported by a medical certificate, ordinarily to be filed within 15 calendar days after return to duty, and will also be advised, in the same written notice, fully and factually, of the reasons therefore. Such written notices shall not be filed in the employee's Official Personnel Folder.

c. The Employer shall review the sick leave record of each employee required

to furnish a medical certificate for each absence which he claims was due to illness, at least annually, and upon request of the employee or his Council representative, with the approval of the employee involved, semi-annually from the date of issuance. When such review reveals no documented evidence to suspect that the employee has abused sick leave privileges with regard to absences of three consecutive workdays or less, the employee shall be notified in writing that a medical certificate will no longer be required for each absence which is claimed as due to illness for a period of three consecutive workdays or less.

Section 4.

a. Periods of absence on sick leave of three days or less not requiring a medical certificate must be supported by a Standard Form 71, Application for Leave, to be filed within two workdays after return to duty.

b. Periods of absence on sick leave in excess of three consecutive workdays must ordinarily be supported by a medical certificate to be filed within fifteen calendar days after return to duty. In lieu of a medical certificate, the employee's signed statements explaining the nature of his illness shall be accepted when it is unreasonable to require a medical certificate because of shortage of physicians, remoteness of locality, because the illness does not require the services of a physician.

Section 5. The Employer agrees that employees who are sent home sick by the activity shall not be required to furnish a medical certificate to substantiate such absence. In cases where an employee is required to submit a medical certificate for each absence claimed as illness in accordance with Section 4 above, a physician of the Naval Ambulatory Care Center may provide the medical certificate.

Section 6. Employees who are incapacitated for duty because of serious illness or disability shall be advanced sick leave not to exceed thirty days provided:

a. The employee is not serving under a temporary limited appointment.

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

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

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

e. The employee is not required to furnish a medical certificate under Section 4a above.

f. The employee has not repeatedly exhausted his sick leave or maintained it at a negligible amount by the repeated use of sick leave for minor illnesses involving periods of five days or less.

Section 7. 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 (8 workdays) 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 If an employee furnishes administratively acceptable evidence showing that the employee's absence was necessary to care for a member of his family who was ill with a disease requiring isolation, quarantine or restriction of movement for a particular period by regulations of local health authorities, sick leave shall be granted.

Section 9. When an employee is indebted for advance sick leave and has to his credit excess annual leave which must be forfeited at the end of a leave year, the advance sick leave may be liquidated, on his

request, by a charge against an equivalent amount of annual leave.

Section 10. Employees may liquidate an advance of sick leave by cash payment.

Section 11. Annual leave may be granted in lieu of sick if the employee requests it.

Section 12. The Employer agrees to grant sick leave in tenth of an hour increments.

ARTICLE 14

LEAVE WITHOUT PAY

Section 1. The Employer agrees to authorize leave without pay to employees of this unit when requests are submitted on SF-71, "Application for Leave" provided such requests are consistent with guideline requirements outlined in Federal regulations, and approval would not unduly interrupt or prohibit meeting workload requirements. When a request for leave without pay is made on SF-71, "Application for Leave" and is disapproved, the reason for disapproval will be entered on the form and a copy furnished to the employee as soon as possible after receipt of the request by the Employer.

Section 2. The Employer agrees that when given reasonable advance notice (normally five workdays), an official or any other person specifically designated by the

Council to represent a labor organization (as defined in the statute) shall be granted upon written request for a period of eight hours or more, leave without pay to conduct union business, to attend conventions, meetings or to accept temporary positions, with such labor organizations. The only exception to approving such requests shall be limited to situations where the absence of the employee would prohibit the Employer from meeting workload requirements. Nothing in this section shall preclude the above-referenced representatives from requesting leave without pay for less than eight hours in accordance with other applicable articles and sections of the AGREEMENT.

Section 3. The Employer recognizes the bumping and retreat rights of an employee on leave without pay in situations where the employee is affected by reduction-in-force action during his leave without pay.

Section 4. Employees on approved leave without pay shall accrue all rights and privileges to which they may be entitled in accordance with applicable laws and regulations. These rights and privileges include, but are not limited to, retirement benefits and coverage under the Federal Employee's Group Life Insurance and Health Benefits Programs.

Section 5. An employee shall be granted leave without pay at his request in case of death in the family.

Section 6. The Employer agrees to grant leave without pay in tenth of an hour increments.

ARTICLE 15

ADMINISTRATIVE EXCUSAL

Section 1. 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 work they are qualified to perform to the extent such work is available. If such 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 2. 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.

Section 3. When employees are called to emergency duty in the National Guard or State Guard, or are called to participate in Civil Air Patrol Searches, they will be excused for such duty up to three consecutive working days in a single period. Employees may be excused for other types of rescue or protective work, subject to the same restrictions, on a case-by-case basis, for up to three consecutive working days in a single period, at the discretion of the Shipyard Commander.

ARTICLE 16

FURLOUGHS

Section 1. When a furlough of thirty calendar days or less is proposed due to lack of funds or lack of work, the following method will be used to place an employee on such furlough:

In the specific rating such as a Welder Helper, WG-5; Welding Worker, WG-8; Welder, WG-10; Welder, WG-11; Welder Instructor, WG-12; Apprentice Welder, First Year; Apprentice Welder, Second Year; etc., of a shop or code in which the need arises, names of all employees will be listed in retention list order. Starting at the bottom of this list, employees will be selected for furlough of the same duration until the need for furlough terminates.

Section 2. Employees selected for furlough due to lack of work may elect to use accumulated annual leave in lieu of furlough if the annual leave starts on the first day of their scheduled furlough period and is continuous. If the furlough is due to lack of funds, employees will not be permitted to use annual leave, except to avoid loss of accumulated annual leave.

Section 3. Normally, employees will be given a thirty-day advance notice of furlough in writing except as provided in Section 752.404(d)(2) of the OPM regulations. Employees will be given a written notice of decision and will be advised of their right of appeal from this adverse action.

Section 4. Furloughs which exceed thirty calendar days for each individual employee during any continuous condition of furlough in the specific rating of a shop

or code, will be accomplished under the reduction-in-force regulations.

Section 5. The purpose of this Article is to provide a method to equalize the furlough requirement so that no employee will be disproportionately affected. However, it is recognized that the Employer may have a requirement for an employee's services during the time he would normally be furloughed, conditions may be such that the employee cannot be furloughed in accordance with the procedure of Section 1 or an error may occur in the scheduling of the furlough. Accordingly, an employee's order of furlough may necessarily be changed. Therefore, the requirements of this Article will be satisfied if, at the end of the furlough period, with the exception of those employees specified in Section 6, no employee has had a longer period of furlough than any employee below him on the retention list. The Council will be

notified of any change in the order of furlough.

Section 6. It is agreed and understood that the following employees will not be furloughed:

a. Employees under notice of reduction-in-force or under notice of suspension or other adverse action.

b. Employees serving under a temporary promotion. Such employees will have their names removed from this list and will not be furloughed with employees in the specific rating from which they were temporarily promoted. They will be furloughed with employees in the specific rating to which they were temporarily promoted.

ARTICLE 17

CIVIC RESPONSIBILITIES

Section 1. In the event an employee is summoned for jury duty or jury qualifications, and he is eligible for court leave, he shall be paid at this basic rate for the time required from his normal work schedule to perform such duties. Such time shall be limited to the time necessary, not to exceed eight 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 shall promptly notify the Employer in order

that arrangements may be made for this 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. It is understood that an employee who has been excused for the purpose of voting has the obligation to vote or to advise his supervisor as soon as is reasonable if, for any reason, he did not vote. The immediate supervisor shall excuse an employee 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 hours for voting before or after his regular hours of work, shall be excused for whatever amount of time will permit him to report for duty three hours after the polls open or to leave three hours before the polls close. He 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 day for voting, only when voting by absentee ballot is not permitted.

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

ARTICLE 18

HOLIDAYS

Section 1. All employees (excluding those wage grade employees appointed for ninety days or less) shall be entitled to all holiday benefits, which are now or in the future, granted in accordance with applicable regulations.

Section 2. Whenever holidays occur on a Saturday or Sunday or the non-workday corresponding to an employee's Saturday or Sunday, the holiday shall be observed on the day specified by existing Executive Order, laws, rules and regulations of higher authority.

Section 3. It is recognized by both parties that situations may arise where it is essential to schedule work on a holiday in order to meet work commitments. In the event such assignments do become

necessary, the provisions of Section 4 below will be applied in its entirety.

Section 4. When the Employer anticipates that it may be essential that work be performed on a holiday, the Council shall be notified prior to announcing the program to be followed in establishing workforce requirements for that day. The notification to the Council will normally take place not later than the end of the shift of the second workday before the holiday. Work related to security, protection of property, health and the providing of necessary utilities is excluded from the provisions of this section.

Section 5. Upon request, an employee will be relieved from a holiday work assignment provided another qualified employee is available and willing to work and it will not result in an overtime liability for the Employer.

Section 6. It is agreed and understood that employees declining holiday work in accordance with Sections 5 and 6 above will not forfeit any rights to overtime assignments to which they would otherwise be entitled under the provisions of this AGREEMENT.

Section 7. 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 of the second workday before the holiday on which the affected employee is required to work.

Section 8. Employees working on a holiday within their basic workweek shall receive double their hourly rate and appropriate shift differential for hours worked on such holidays which fall within their scheduled shift hours. Hours worked outside their scheduled shift hours shall be

compensated at 1 1/2 times the basic rate of pay for wage grade employees and at 1 1/2 times the regular pay plus applicable shift differential for class act employees.

Section 9. Employees who work on a holiday outside their basic workweek shall receive the same pay plus applicable shift differential as they would normally receive on an overtime day except where otherwise prohibited by current pay regulations.

Section 10. Employees who do not work on a holiday but are eligible for holiday pay shall receive eight hours' pay at their rate of basic pay on all days defined as holidays. However, employees will not receive pay for a holiday if they fail to report for work on the holiday when ordered to do so unless the absence is excused.

Section 11. Employees will not receive pay for a holiday occurring within a

period of authorized leave without pay or unauthorized absence; i.e., when the absence in a non-pay status occurs both before and after the holiday.

ARTICLE 19

JOB/POSITION DESCRIPTIONS AND APPEALS

Section 1. Whenever action is taken to modify a Federal Wage System job description or a General Schedule position description of any job/position in the unit, a copy of the modified job/position description will be sent to the Council after it has been classified. Unit employees will be permitted to review a copy of their own job/position descriptions upon request. An employee who exercises his right to appeal the classification of his job/position will be provided a copy of his job/position description for that purpose.

Section 2. Allegations that duties are improperly described. If a unit employee believes that his job/position description does not properly describe the duties he is performing, i.e., he feels he is

doing higher grade work, he feels he is doing the work of another job/position, or he feels that he is performing substantial work that is not described in his job/position description, he has the right to request, through his supervisor, that his work assignments be reviewed. If a satisfactory resolution of his complaint is not reached, the employee may grieve through the negotiated grievance procedure. It is understood that if the matter is referred to arbitration, the arbitrator may not classify the job/position (see 5 USC 7121 (c)(5)).

Section 3. Allegations of improper series, grade or title. If a unit employee believes that his job/position description properly describes the duties he is performing but that the series, grade or title, i.e., the classification, is incorrect, he may appeal. Such appeal may be submitted at any time, provided he has not received a previous decision and circumstances have not changed, e.g., the job/position

description has not changed. The appeal may be made by or through a representative of the appellant's own choosing who has been designated in writing. The appellant and his representative shall be granted a reasonable amount of official time (normally not in excess of four hours) to prepare his appeal, and will be assured freedom from restraint, interference, coercion or reprisal in submitting his appeal. Appeals shall be in writing and shall include the reasons the employee believes his job/position is erroneously classified.

a. Federal Wage System Employees.

Job grading appeals shall be submitted to the appropriate Department of the Navy adjudicating office, via the Shipyard Commander.

b. General Schedule Employees.

Position classification appeals shall be submitted to the appropriate Department of

the Navy adjudicating office, via the Shipyard Commander, or to the Office of Personnel Management, at the discretion of the employee.

In either of the above situations, no hearing will be conducted but the Employer will forward a complete case file, including copies of all records, audit notes, evaluations and any other documents pertinent to the adjudication of the case. The Employer agrees to provide the appellant with a copy of any forwarding letter or endorsement, together with copies of all material furnished to the appellate authority. The appellant will receive a written decision from the appellate authority, which will include information concerning his further appeal rights, if any.

ARTICLE 20

ENVIRONMENTAL DIFFERENTIALS

Section 1. The Employer shall assign environmental pay to unit employees engaged in hazardous work or work involving difficult working conditions to the extent permitted and prescribed by applicable regulations.

Section 2. Environmental pay assignments shall be assigned fairly and equitably. No employee shall be assigned to menial or dirty tasks as a reprisal or punishment, or to environmental pay assignments as a reward.

Section 3. Cognizant supervisors, when assigning employees to work for which environmental pay is indicated, shall so inform the employee. If at any time an employee believes that environmental pay is warranted, the employee should call the

matter to the attention of his immediate supervisor who will make (or obtain) a determination and advise the employee. The employee may exercise his right to be represented by a Council steward when discussing environmental pay.

Section 4. If the Council believes that a work situation not listed in Portsmouth Naval Shipyard Instruction (latest revision) meets the criteria of an established environmental differential category found in Appendix A to Subpart E of 5 CFR 532 that complaint shall be filed in accordance with Article 33, Section 5, of the AGREEMENT.

Section 5. It is agreed and understood that graded (GS) employees are not covered by the provisions of this Article.

ARTICLE 21

LIGHT-LIMITED DUTY ASSIGNMENTS

Section 1. The Employer shall maintain a continuing program for placement of handicapped employees who can perform needed work within their capacity, and who cannot be utilized in their parent shop or departments. It is recognized that, in some cases of this type, a brief period of job indoctrination may be required.

Section 2. **Employees with temporary medical restrictions.** Unit employees temporarily under medical restrictions shall be placed or continued on light-limited duty only for that time considered necessary by the Shipyard medical officer to achieve recovery but normally not to exceed one year. The following procedures will be used when unit employees are assigned to duties other than

those of the position in which they are employed:

a. Recommendations for placement on light-limited duty will be made by the Shipyard medical officer.

b. An employee recommended for light-limited duty on a temporary basis will be assigned to such work if it is available and he is able to perform it. If such work is not available, he will be sent home and allowed to use sick or annual leave or leave without pay. However, if the employee feels that he is unable to perform such work, he will be permitted to obtain other professional medical opinion. If this doctor certifies that the employee is not physically able to perform such work, he will provide a statement of the employee's capabilities and limitations for consideration by the Employer for possible assignment to other duties.

c. An employee placed on light-limited duty for a period of less than thirty days shall be reexamined at the end of such period. An employee placed on light-limited duty for a period of between thirty days and six months shall be reexamined at least every thirty days. An employee placed on light-limited duty for a period of between six months and one year will be reexamined at least every ninety days.

Section 3. Employees with permanent medical restrictions. When it is estimated by the medical officer that the period of medical restrictions will exceed one year or be a permanent condition, the Employer shall take the following action:

a. Advise and counsel the employee as to his rights and benefits and, if possible, place him in a position in which his limited capabilities can be utilized on a permanent basis.

b. When placement is not possible or is declined by the employee, advise and counsel the employee and effect Separation-Disability action.

c. An employee with permanent medical restrictions placed in a particular job shall be reexamined by the medical officer when job conditions change, e.g., consolidation of jobs, transfer to a different job or work area, or a significant change in job content.

Section 4. If a dispute arises after the employee presents a statement from another doctor to the Employer (Section 2b above), or when the Employer advises and counsels an employee concerning permanent placement in another position as a alternate to Separation-Disability, the employee's request to have a Council representative present at the discussion will be honored.

Section 5. The Employer shall maintain records and reports of all medically restricted unit employees, including those on light-limited duty, and shall assure the reexamination of such employees as prescribed above.

ARTICLE 22

PLACEMENT, REHIRING AND PROMOTION OF EMPLOYEES AFFECTED BY REDUCTION-IN-FORCE

Section 1. The Employer agrees to notify the Council of the necessity for a reduction-in-force and of the reasons therefore as soon as the necessity for such reduction-in-force is recognized, the extent of the reduction-in-force determined and authorization obtained. This notification shall take place prior to the Shipyard's releasing it to the public to provide time for a discussion if the Council so desires. The Council agrees it will not announce the proposed reduction-in-force to the news media prior to the Employer. The Employer also agrees to inform the Council of the affected competitive levels and the approximate number of employees in the levels affected. The Employer and the

Council recognize the importance of informing employees of the basis and reasons for the reduction-in-force.

Section 2. In the event of a reduction-in-force, existing vacancies will be utilized insofar as practicable to place employees in continuing positions who otherwise would be separated from the service. All reductions-in-force will be carried out in strict compliance with applicable laws and regulations.

Section 3. All career and career-conditional employees separated by reduction-in-force action shall be placed on the Reemployment Priority List for all positions for which qualified and available as indicated by them to the Employer in writing. The names of all such persons shall be placed on the list in the following priority order:

(1) All career preference eligibles with service-connected compensable disability of 30% or more.

(2) All other career preference eligibles.

(3) All career non-preference eligibles.

(4) All career-conditional preferences eligibles with service-connected compensable disability of 30% or more.

(5) All other career-conditional preference eligibles.

(6) All career-conditional non-preference eligibles.

Such employees will be given preference in rehiring in accordance with order of selection as established by applicable regulations. It is understood that

acceptance of a temporary appointment will not alter the employee's rights to be offered permanent employment.

Section 4. When an employee receives a reduction-in-force notice, he shall be permitted to view the retention list upon which his name appears and other lists which he feels have an impact on his selection and placement rights. An employee so affected shall have the right to Council assistance when checking the list.

Section 5.

a. After they have been developed, the Employer will provide the Council with one copy of the retention list of competitive levels in the unit which are initially affected by the reduction-in-force.

b. After the initial offers have been made, the Employer will provide the Council with one copy of each additional

retention list of competitive levels in the unit which are affected by the offers.

c. The Council shall designate, in writing, one Council RIF Representative, plus one alternate, to represent the interests of the Council in its dealings with the Human Resources Office. The Council RIF Representative will function from the time the Council is provided the retention list in a above until all RIF actions have been effected, excluding appeals.

d. The Human Resources Office will meet with the Council RIF Representative, upon request of the Council, to discuss matters associated with the reduction-in-force. Such meetings may be on a daily basis and normally shall not exceed thirty minutes.

e. The Council RIF Representative will be afforded the opportunity to review the official retention list of competitive

levels maintained by the Human Resources Office and to update the Council's copy.

f. During the period of time the Council RIF Representative is authorized to function, the Employer agrees to increase the pool of hours authorized in Article 7, Section 6, by 20 hours per pay period to offset the time expended by the Council RIF Representative in performing this function.

Section 6. The retention lists referred to in Section 4 and 5 above will contain, as a minimum, the following: name, competitive level, pay plan, series, grade, position, title, tenure group, service computation date and special status.

Section 7. The Employer shall discuss with the Council any work changes, when it is known that such changes will result in a reduction-in-force affecting employees in the unit. The Employer shall minimize displacement actions incurred by

a reduction-in-force to the extent consistent with applicable laws, rules and regulations through reassignment, retraining, restricting in-hires and other actions that may be taken to retain career employees.

ARTICLE 23

PROMOTIONS AND DETAILS

Section 1. The Employer agrees to fill unit positions in accordance with Portsmouth Naval Shipyard Instruction (latest revision), Shipyard Staffing and Merit Promotion Program, and other existing applicable regulations. All eligible employees shall be given full consideration for these positions.

Section 2. The Employer agrees that all tests required by the Shipyard Merit Promotion Program will be scheduled so that employees who participate will not be required to use leave for the purpose. Such tests may be scheduled outside regular working hours; however, if scheduled during regular working hours, time spent for such tests will be excused without charge to leave or loss of pay. Employees who fail to participate in tests scheduled outside

regular working hours, and upon presentation of an acceptable excuse are rescheduled during working hours, will be required to participate in such tests on annual leave or leave without pay.

ARTICLE 24

WAGE SURVEY

Section 1. The Employer agrees to notify the Council approximately one hundred and twenty days prior to the starting date of a full wage area survey. The Employer agrees to notify the Council of the number of committee members the Council may recommend to be appointed by the agency. The Employer agrees to notify the Council of the number of data collectors it can nominate. The Employer agrees to appoint those employees whom the Council nominates provided they meet the specifications established by regulation. The list of companies to be surveyed shall be furnished the Council when such list is established. Data collectors will be in a duty status during Wage Committee sponsored training seminars. The Employer agrees to grant administrative leave to representatives of the Council who are data

collectors or members of the Wage Committee, for up to eight hours for each wage survey, to attend training seminars conducted by national representatives of the Council.

Section 2. All contact with companies to be surveyed will be made by a Council committee member/data collector and a management committee member/data collector. In no case shall any unilateral contact be made.

ARTICLE 25

TRAINING

Section 1. It is agreed that the Cooperative Apprentice Program is of vital interest to the Employer and the Council. The object of the program is to provide organized on-the-job and classroom training to qualified employees to develop skilled journeymen and potential leaders in the trade areas necessary to the mission of this activity. In this regard, the Employer recognizes his responsibility for an on-the-job training program that will provide an apprentice opportunities for broad and well-rounded experience in his/her respective trade. All such training will be conducted in accordance with the approved training plans. A record of training conducted will be maintained for each apprentice to assure he meets the requirements for each phase of such training.

Section 2. It is agreed that the Council will establish an apprentice and training committee. This committee will meet with the Employer, upon request, at times mutually agreed to by the parties, to make or consider recommendations or suggestions for the improvement of training programs.

Section 3. The Employer agrees that instructors as needed will be provided to insure the effective execution of training programs. The duties of such instructors shall be to conduct training of apprentices and other appropriate employees, monitor the effectiveness of training and prepare such progress reports as are required to inform the Employer of the results. Such instructors shall have the continuing responsibility for recommending additional training which may be appropriate.

Section 4. The Employer agrees that apprentices shall be assigned to an apprentice instructor, foreman, skilled journeyman, or other qualified personnel who shall be responsible for that training while so assigned. Assignments shall be made, to the extent permitted by work requirements, primarily to expose the apprentice to a variety of jobs with increasing complexity and responsibility.

Section 5. In recognition of the mutual advantages to the Employer and the employees, the Employer agrees to make every reasonable effort to utilize existing employees when training is determined to be necessary for new job ratings.

Section 6. Job training required by the Employer will be accomplished on the Employer's time, except for academic and trade related courses taught by participating technical colleges. Selection of such training will be consistent with the

applicable rules and regulations. When a training program is provided which is directly connected with promotion, the procedure provided in the Shipyard Merit Promotion Program will be used for selection.

Employees who are selected for formal training programs from a competitive list of eligibles will not be held back from being considered for promotion to the higher rating because the Employer did not provide the required training and the employee was available for the training.

Section 7. The Employer and the Council recognize that each employee is responsible for applying reasonable effort, time and initiative to keep abreast of the changing technology of his occupation. The Employer and the Council agree to encourage employees to take advantage of training and educational opportunities. The Employer will attempt to make some of such

opportunities available for employees outside of their regular working hours. The Employer may provide financial support for certain after hours courses directly related to an employee's present job in accordance with the provisions of NAVSHIPYD PTSMHINST 12410.28 (latest revision). An employee may pursue the denial of such financial support through the negotiated grievance procedure.

ARTICLE 26

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. In accordance with applicable laws, it shall be the policy of the Employer to provide equal opportunity in employment to all qualified persons and to prohibit discrimination in employment because of race, color, religion, national origin, age, sex, or disability.

Section 2. The Employer agrees to appoint the President of the Council, or a representative designated by the President, as a member of the Shipyard Committee on Equal Employment Opportunity. If the committee member is on leave or otherwise absent from the Shipyard, the President will advise, the EEO Committee Team Leader, as to who will be the Committee member.

Section 3. The EEO Committee will provide advice to the Shipyard Commander

and the EEO Manager on EEO program execution.

Section 4. The Employer agrees to discuss with the Council matters dealing with policies, practices and Shipyard instructions on EEO and further agrees to the Council having an active part in the input of such policies, practices and Shipyard instructions.

Section 5. Employees who feel they have been subjected to unlawful discrimination must first present their complaint to an EEO counselor. EEO counselors are listed on the EEO poster on the official bulletin boards and/or may be obtained by contacting the EEO office. The counselor shall attempt to resolve potential complaints informally. At the conclusion of counseling, employees will be given information concerning the further processing of the complaint. For matters concerning age discrimination, employees

have the option to file a civil case in court at any time before or during the processing of the administrative complaint.

Section 6. The Employer agrees that the EEO Manager will meet with the Council upon request to discuss results of reviews, problems identified and recommended solutions, and to discuss ways in which the Council may assist the EEO Manager.

ARTICLE 27

COMMERCIAL ACTIVITIES CONTRACTING OUT

Section 1. It is understood that the Employer retains the right to contract out work of the unit and transfer work within the Shipyard. The Employer will notify the Council of a CA study promptly after official notification that a CA study will be announced by Congress. When a Commercial Activities (CA) study will affect the jobs of unit employees, the Employer will consult with the Council prior to reaching a decision on contracting out. When the Employer transfers work within the Shipyard, the Employer agrees to discuss the matter with the Council prior to transferring unit work which could result in a reduction-in-force or a forced annual leave situation. The Employer will comply with pertinent regulations in making contracting out decisions.

Section 2. If an activity is identified for cost comparison under the CA program, the Employer will keep the Council fully informed in accordance with pertinent regulations. However, the complete confidentiality of specific information, such as the in-house cost estimate and contract price will be maintained until the preliminary cost comparison is made. The Council's suggestions concerning the Performance Work Statement used in the cost comparison procedure will be considered during its preparation. To ensure that employees are informed, briefings will be held with affected unit employees for the purpose of providing information concerning the contracting out of a CA function. The Council will be given an opportunity to send a representative.

Section 3. Upon request, the Council will be placed on the mailing list for the Invitation for Bid (IFB) or Request for

Proposal (RFP) so that the Council will receive the Department of Labor certification of wage rate, the performance work statement, all changes to the performance work statement and all bidder questions and activity answers related to the performance work statement. The Council will be kept informed as to the established dates for the study and contracting out process.

Section 4. The Employer will notify the Council president of walk through by bidders of any CA function involving unit employees so that the Council may send a representative to the walk through.

Section 5. The Employer will notify the Council president of the bid opening of any CA function involving unit employees so that the Council may send a representative to the bidding.

Section 6. In the event that the award of a CA contract results in a reduction-in-force, the provisions of Article 22 will apply to affected employees.

ARTICLE 28

CONTRACTING OUT OF UNIT WORK

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

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

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

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

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

ARTICLE 29

SAFETY

Section 1. It is the responsibility of management to provide and maintain a safe and healthful workplace in all present and future work operations and to develop a safe workforce. The Council will cooperate with and assist management to live up to this responsibility; however, it is recognized that neither the Council nor its affiliated local unions assume the Employer's responsibility for providing a safe and healthy workplace. Each employee has the responsibility to work safely.

Section 2.

a. The Council president shall be a member of the Occupational Safety and Health (OSH) policy committee. The purpose of the committee will be to advise the Shipyard Commander with proposed

OSH policy and program objectives on a Shipyard-wide basis.

b. The Employer and the Council shall establish a Joint Safety Committee consisting of three members appointed by the Employer and three members appointed by the Council. Once established, the committee will develop ground rules for meetings. The purpose of the joint committee will be to assist the Employer in the reduction or elimination of recognized hazards.

c. The Council shall have representation on the shop safety committees and the ship safety committees. The Council shall appoint two representatives to each committee.

d. With the exception of full time Council officers, committee members appointed by the Council shall be charged to a safety committee job order for time

actually spent in committee meetings or inspections. It is agreed that grievances shall not be the subject of discussion during committee meetings. Training will be provided as necessary to enable committee members to perform their committee duties.

Section 3. In the course of performing their normally assigned work, stewards, chief stewards and Council officers shall be alert to observe unsafe practices, equipment and conditions as well as environmental conditions in their immediate area which represent industrial health hazards. If an unsafe or unhealthy condition is observed, the steward, chief steward or Council officer should report it to the cognizant supervisor. If the matter is not resolved at this level, a safety specialist will be promptly called to make a determination on the day shift, or the senior supervisor on board of the shop concerned on the other shifts, to make a determination.

Section 4. No employee shall be required to perform machine maintenance repair work on or about moving or operating machines or in areas where conditions exist that are unsafe or detrimental to health without proper precautions, protective equipment and safety devices. Also, no employee who is engaged in work which is potentially hazardous shall be required to work along or beyond the call and observation of other employees unless this requirement would create an additional hazard to any employees, in which case other adequate means of communication/observation will be used. Should an employee claim that a job to which he has been assigned is not safe or will endanger his health, he shall report the circumstances to his immediate supervisor. The immediate supervisor shall inspect the job to insure it is safe before requiring the employee to carry out the work assignment. If any doubt regarding safety of the job is raised by either party, a

ruling shall be obtained from the shop superintendent, or senior supervisor available before proceeding. If the employee still believes that the job is not safe, then a safety specialist will be promptly called, and the work will proceed, except in an imminent danger situation.

Section 5. The Employer shall conduct an industrial health program to assist all employees to maintain optimum health while on the job. Employees shall cooperate with the Employer and the safety committee in all Shipyard health programs.

Section 6.

a. The Employer agrees to furnish protective clothing and safety equipment at no expense to the employee whenever it is required by the Employer for safety or industrial health purposes. The Council at its discretion may recommend new protective clothing and equipment and/or

modifications to existing equipment for consideration by the Employer; and such recommendations shall receive prompt attention. When the Council believes the recommendation of a hazardous material manufacturer regarding the use of personal protective equipment is more appropriate than the current practice in a specific work process, the matter will be brought to the attention of the Occupational Safety and Health Office via the Joint Safety Committee.

b. In accordance with the provisions of NAVSHIPYD PTSMHINST 5100.10 (latest revision), employees will be reimbursed \$85 plus 50% of all costs over \$85 up to a maximum total actual cost of \$130.00. Total cost reimbursable by the Employer shall not exceed \$107.50 or actual cost, whichever 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, etc.) will be reimbursed an additional \$5.00.

Section 7.

a. It is an employee's responsibility to immediately report every job related injury or illness to his supervisor. The employee will be advised by the Employer at the earliest opportunity of his right to file for compensation. The employee will be assisted in the completion of all necessary forms. A Form CA-1 or CA-2 must be filed within 30 days of the date of injury or illness. Additionally, absence from work because of a job-related injury or illness does not excuse an employee from keeping his supervisor informed of his expected return to duty in accordance with existing Shipyard instructions.

b. The Employer will notify the Council promptly of all occupational accidents or illnesses involving employees of

the unit which occur at the activity. In accordance with the Privacy Act of 1974, such notification may not include medical or other sensitive personal information.

c. In accordance with 29 Code of Federal Regulations 1910.20, Council representatives shall be given access to employee exposure records and to analyses drawn from either exposure records or employee medical records.

Section 8. The Employer agrees to study any environmental conditions alleged by the Council to be injurious to health or comfort of unit employees including but not limited to high noise, dust and fumes, toxic material, high and low temperatures and other potentially harmful and discomforting conditions. Where such study requires a specific test operation, the Council will be given an opportunity to have an observer present during such tests. It is the intent of the parties that where such studies reveal

that harmful conditions exist, the Employer shall take affirmative action to make assignments of work in such areas safe either by correcting same or by providing adequate personal protective equipment and/or safety devices to all employees who are assigned to work in such areas.

Section 9. Prompt ambulance service and first aid to an injured employee shall be provided by the Employer at all times on all shifts. No injured employee will remain unattended while being transferred to the hospital.

Section 10. An employee, upon becoming ill while in a work status, shall, under normal circumstances report to his supervisor to obtain a Dispensary Permit, and to the Naval Ambulatory Care Center for immediate medical examination and treatment. (In unusual circumstances where the employee desires to secure the services of his personal physician in lieu of

going to the Dispensary or Clinic, he shall be allowed to do so provided he presents a certificate of examination or treatment from his physician upon return to duty.)

If, in the opinion of the Medical Officer, he deems it in the interest of the employee's health and well-being that the employee is not fit for duty, he will then advise the employee to return to his home or to a hospital. In critical or emergency cases where the employee is found not fit for duty by the examining Medical Officer upon results of his examination, arrangements will then be instituted by the Employer to assure the employee is transported by ambulance or other appropriate means of Government transportation to his home or hospital. If the illness or injury is of such nature in the opinion of the Medical Officer that it will not jeopardize the employee's health or welfare, it will then be the responsibility of the employee to arrange for

public or private means of transportation to his home or hospital.

Section 11. The Employer agrees that all Employer trucks and passenger carrying vehicles that transport employees shall be maintained in safe driving condition, and equipped with safe seating arrangement and necessary safety equipment as prescribed by Navy Safety Manual. The operators of such vehicles shall be in possession of an appropriate driver's license.

Section 12. Employees of the unit shall be required to clean up their own trade litter. The Employer shall assure that staging, walking and working areas are maintained free of tripping hazards.

Section 13. The Employer shall promote safety awareness through the following:

a. Safety and health briefings for new employees.

b. Informational postings, pamphlets, "Periscope" articles, etc.

c. The availability of Process Instructions, Material Safety Data Sheets, etc., to the unit employees assigned to work with hazardous or toxic materials, either at the place of assignment or the worksite.

d. Specific training for employees whose assignments require the handling and/or transport of toxic or hazardous materials. In addition, the Employer will retain qualified safety and health personnel to protect work places as required by applicable regulations.

Section 14. It is agreed that employees assigned to work areas which subject employees to hazardous substances, toxic fumes, epoxy paint, radiation, etc.,

shall upon request of the Council be given an appropriate physical examination at no cost to the employee.

Section 15. The Employer shall, in accordance with applicable regulations, allow travel and per diem to safety and health representatives designated by the Council to participate in approved conferences and meetings concerning occupational safety and health as deemed necessary and appropriate by the Employer.

Section 16.

a. No employee shall be subject to restraint, interference, coercion, discrimination or reprisal for reporting an unsafe or unhealthful working condition or for any other participation in the safety and health program.

b. When an employee or the Council alleges that an act of restraint,

interference, coercion, discrimination and/or reprisal has occurred, the Employer shall conduct a full and unbiased investigation of the incident. The Employer shall, upon the request of the Council and in accordance with applicable laws and regulations, provide a complete copy of the investigative file and the Employer's findings concerning the incident.

ARTICLE 30

TRAVEL

Section 1. When travel is required as part of an employee's work assignment, then he shall be compensated to the extent permitted and prescribed by applicable laws and/or regulations.

Section 2. Except in the cases of emergent situations, a standard travel order will be issued to employees assigned travel at least three 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 6.

Section 3. To the maximum extent permitted by regulation, no employee will be permitted to travel in a non-pay status.

ARTICLE 31

TEMPORARY DUTY ASSIGNMENTS

Section 1.

a. Scheduled SRAs, and other TDYs shall be announced in the affected shops and codes prior to the selection of employees for the assignment. Copies of these announcements shall be made available to the Council for review.

b. In order to effectively, and efficiently accomplish the tasks of the Shipyard, the Employer shall determine the numbers, job ratings, special skills required and the needs of the Shipyard during the period of temporary duty assignment. The expressed desires of an employee to go, or not to go, will be considered.

c. The Employer agrees to maintain a list of volunteers for the purpose of

making trip selections in each shop or code. Selections will be made from that list until the number of employees with the required skills are obtained. It is understood that employees not on this list may be selected in order to obtain the required skills. Employees who are selected or excused shall go to the bottom of the list. New volunteers will be placed on the bottom of the list. The list shall be made available to the Council upon request to resolve a specific problem.

Section 2. It is understood that operating conditions may require some deviation from the above. When an employee has a problem concerning his selection or nonselection for a temporary duty assignment, he may discuss the matter with the appropriate shop manager. The employee shall be told the reasons for his selection or nonselection. Lists of volunteers and records of assignments of unit employees on temporary duty assignments shall be made available for review by the

Council for the purpose of resolving an issue.

Section 3. Unit employees temporarily assigned to another activity or site shall be governed, to the extent permitted by the work situation, by the provisions of this AGREEMENT.

Section 4. In the event an employee on a temporary duty assignment files a grievance falling within the purview of this AGREEMENT, the time limits in the grievance procedure shall be extended until eleven workdays after the employee's return to the Shipyard. In the event the grievance demands expediency, the grievance may be processed by the steward through the first step of the negotiated grievance procedure.

Section 5. When there are eight or more employees assigned to temporary duty at one activity or site, the Council will appoint one of the assigned employees as a

temporary steward. When more than seventy-five employees are so assigned, the Employer shall abide by the provisions of Article 7, Section 3, of this AGREEMENT. The Council shall supply the Employer, in writing, with the name(s) of the employee(s) who are appointed as steward(s).

Section 6. The Employer will permit the Council to utilize telephone facilities in accordance with the Joint Travel Regulations (JTR).

Section 7. Records of overtime performed by unit employees while on temporary duty assignments shall be kept in accordance with the provisions of Article 10.

Section 8. In accordance with applicable regulations, employees who are permanently assigned to either the second or third shift, and are temporarily assigned to the day shift for travel and temporary duty assignments, shall continue to receive

their appropriate night shift differential pay.

Section 9. The Employer will provide the Council with one copy of the LN910/LN910A reports as requested.

ARTICLE 32

ADVERSE AND DISCIPLINARY ACTIONS

Section 1. All disciplinary and adverse actions will be taken for just cause in accordance with applicable laws and regulations. Employees affected by disciplinary or adverse actions will be advised of all applicable appeal and/or grievance rights.

Section 2.

a. **Appealable/Grievable Adverse Actions.** Certain adverse actions may be either appealed to the Merit Systems Protection Board (MSPB) or grieved through the provisions of the negotiated grievance procedure contained in Article 33, Section 14. Those adverse actions are: removals, suspensions for more than fourteen calendar days, reductions in grade

and reductions in pay, and furloughs for thirty days or less. Temporary employees and employees serving a trial or probationary period may not appeal to the MSPB.

b. Grievable Adverse Actions (hereafter referred to as Disciplinary Actions). Certain actions may only be grieved through the negotiated grievance procedure contained in Article 33, Section 3. These include suspensions of fourteen calendar days or less and letters of reprimands.

Section 3. It is understood that adverse actions may be taken for either disciplinary or nondisciplinary reasons. However, when an adverse action is taken for disciplinary reasons, i.e., misconduct, the following will apply:

a. The Employer retains the right to question employees during discussions on

any matter pertaining to the Employer-Employee relationship without affording the employee the right to Council representation. However, when it is known that an employee is involved in an infraction of work rules that could result in disciplinary action, the employee will be advised that he has the right to Council representation prior to any further questioning.

b. In all instances when disciplinary action is contemplated, a discussion with the affected employee will be conducted unless the employee is not readily available for such discussion due to his absence from work. Prior to this discussion, the employee will be advised of his right to Council representation.

c. It is agreed and understood that the Employer's conduct of critiques of work operations is for the purpose of improving work operations, not to determine whether

disciplinary offenses have occurred. Therefore, employees' answers to questions during critiques shall not be used to support disciplinary actions nor shall employees be entitled to Council representation during critiques. The Employer shall ensure that an employee's statements during a critique shall not be used in any disciplinary action investigation. The supervisor who conducts such an investigation shall not have access to critique materials or have participated in the critique in any way.

Section 4. Disciplinary actions may be grieved beginning at the step of the grievance procedure one step above the level of management which effected the action. Section 2a, adverse actions which are either appealable/grievable, may be grieved beginning at the Shipyard Commander's level. See Article 33 for further information. Permanent employees who are not serving a trial or probationary period, against whom adverse action is

sought, are entitled to at least thirty full days advance written notice stating any and all reasons, specifically and in detail, for the proposed action, except as provided by law or federal regulation.

When practicable, probationary employees will receive a minimum notice of five workdays that they are being terminated during the probationary period.

Section 5. An employee affected by an adverse/disciplinary action will be furnished an extra copy of the notice of proposal and/or the notice of decision. These notices will be annotated to the effect that the extra copy may be furnished to the Metal Trades Council.

Following the issuance of a proposed Section 2a adverse action, the employee and his 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 6. Grievances or appeals of Section 2a adverse actions shall be processed through the negotiated grievance procedure of this AGREEMENT or sent to the Merit Systems Protection Board, at the option of the employee. Grievances of Section 2b adverse actions shall only be processed through the negotiated grievance procedure of this AGREEMENT.

Section 7. The Council may represent employees in grievances and appeals concerning disciplinary and adverse actions. When it is the representative of the employee, the Council may either process the matter through the negotiated grievance procedure to arbitration or use the appeals procedure, if appropriate.

When an employee chooses a representative other than the Council, he may process the matter through the negotiated grievance procedure or the appeals procedure, if appropriate, but not both; however, if the employee selects the grievance procedure, the decision at the Shipyard Commander's level shall be final and the matter shall not be submitted to arbitration.

ARTICLE 33

GRIEVANCE PROCEDURES

Section 1. It is the intent of the parties that this article will provide a means of resolving grievances. The Employer and the Council agree to work towards this end. These procedures are the exclusive procedures available for the settlement of all grievances, including questions of arbitrability.

a. For the purpose of this AGREEMENT a grievance means any complaint--

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

(2) by the Council concerning any matter relating to the employment of any unit employee; or

(3) by any unit employee, the Council, or the Employer concerning--

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

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

b. The grievance procedure and arbitration shall not apply with respect to any grievance concerning:

(1) Any claimed violation of Subchapter III of Chapter 73 of Title 5 (relating to prohibited political activities).

(2) Retirement, life insurance or health insurance.

(3) A suspension or removal under Section 7532 of Title 5.

(4) Any examination, certification or appointment including the separation of a temporary employee or an employee during his trial or probationary period. In these cases, there will be no reasons for the termination on the Notification of Personnel Action (SF-50).

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

(6) An allegation or complaint of discrimination based upon race, color, religion, sex, national origin, age (at least 40) or physical/mental handicap.

c. For the purposes of resolving grievances the following optional procedures are available:

(1) Employee grievance procedure (Section 3). This procedure covers all employee grievances including grievances concerning disciplinary actions except grievances covered by (2) and (3) below.

(2) Adverse Action Grievance Procedure (Section 14). This procedure covers removals, reductions in grade, reduction in pay, suspensions for more than fourteen calendar days and furloughs of thirty days or less. An employee grieving an adverse action has the option of either grieving under the procedure or appealing to the MSPB, but not both. Temporary employees and employees serving a trial or probationary period may not appeal to the MSPB.

(3) Earned Rating Grievance Procedure (Section 13). This procedure covers all ratings receiving in

connection with a promotion examination or evaluation.

Section 2. Any employee in the unit may present a grievance on his own behalf to the Employer and have it adjusted, without the intervention of the Council, as long as the adjustment is not inconsistent with the terms of this AGREEMENT. Whenever the employee files a grievance on his own behalf, the Council shall be notified by the Employer. The aggrieved employee will use the procedures contained in Section 3, 13 or 14 below except that when presenting a grievance on his own behalf the grievant is not entitled to representation at the various steps of the grievance procedure. The consent of the Council is not required to process a grievance to the next step and the grievant is not entitled to arbitration. The decision rendered by the Shipyard Commander at Section 3 or 14 or by Code 1112 at Section 13 shall be final and not further grievable. A representative

of the Council has the right to be present during the grievance processing. At the conclusion of any grievance discussion, the Council representative shall be permitted to present the Council's views.

Section 3. Employee Grievance Procedure. The following procedure shall constitute the normal steps of the grievance procedure. Employees using this procedure will be represented by the Council in accordance with the provisions of this Article.

Step 1. The grievance shall be delivered in writing to the employees' immediate supervisor within eleven workdays after the incident out of which the grievance arose, or within eleven workdays after the date the employee becomes aware of the incident. The grievance shall be submitted on a form mutually agreed to by the parties and must contain the precise description of the grievance with enough

information contained thereon to identify the nature of the grievance, the provision(s) of this AGREEMENT or policy or regulation that is alleged to have been violated, if applicable, the corrective action desired and any additional pertinent information. Within two workdays the supervisor shall hold a grievance discussion with the grievant and either his shop steward or the shop chief steward. If there is no steward or chief steward available in the employee's shop, the employee will be accompanied by a steward or chief steward from another shop. Within five workdays from the discussion, the supervisor shall give his decision in writing to the aggrieved employee with a copy to the Council.

Step 2. If the written decision received in Step 1 is not satisfactory to the aggrieved employee, he may grieve in writing, to the appropriate superintendent or division head within five workdays after receipt of the Step 1 decision. Within five

workdays of receipt of the grievance, the superintendent or division head or his designated representative will meet with the aggrieved employee, his shop steward and his shop chief steward and the appropriate management officials to discuss the grievance. If there is no steward or chief steward available in the employee's shop, the employee will be accompanied by a steward or chief steward from another shop. In either case, a full time Council officer may replace the chief steward at this meeting with the consent of the employee or the cognizant chief steward. The superintendent or division head shall give his decision in writing to the aggrieved employee with a copy to the Council not later than ten workdays following this meeting.

Step 3. If the decision received in Step 2 is not satisfactory to the aggrieved employee, he may grieve in writing, with the consent of the Council, to the appropriate

department head within five workdays after receipt of the Step 2 decision. The department head shall review the grievance and obtain further information as considered necessary. The department head, or his designated representative, shall hold a meeting with the aggrieved employee, not more than two Council representatives and the appropriate management officials within ten workdays after receipt of the grievance at this step. Within ten workdays after completion of the meeting, the department head shall give his decision in writing to the aggrieved employee, with a copy of the Council. If the department head does not issue a decision within the ten workday limit specified above, the Council may invoke arbitration in accordance with the provisions of Article 34.

Step 4. If the Step 3 decision is not satisfactory to the Council, the Council may invoke arbitration in accordance with the provisions of Article 34. In lieu of

arbitration, the aggrieved employee, with the consent of the Council, or the Council itself, may request the Shipyard Commander to make a decision on the grievance based upon previously submitted facts. The request must be in writing and must be submitted within fifteen workdays of receipt of the Step 3 decision. No further personal discussions will be held. The Shipyard Commander will render a decision within twenty workdays of receipt of the request. Such decision shall be final.

Section 4. If, subsequent to the filing of a written grievance, the appropriate reviewing official offers a resolution which is satisfactory to the Council, it shall be confirmed in writing by the Employer to the Council and a copy shall be furnished to the aggrieved employee(s). The grievance will then be terminated. Further, if at any time it is decided that the stated relief desired will be granted, the Employer will so notify the Council in writing, with a copy to the

aggrieved employee(s). No discussion will be held and the grievance will be terminated.

Section 5. Council Grievance Procedure. Should the Council desire to resolve some matter covered by the grievance procedure, then the matter shall be processed as follows: The Council shall advise the Director of Human Resources, in writing, of the matter the Council wishes to resolve. The written grievance must contain the precise description of the grievance with enough information contained therein to identify the specific nature of the grievance, the specific provision of this AGREEMENT or policy or regulation that is alleged to have been violated, if applicable, the corrective action desired, and any additional pertinent information. The grievance must be filed within eleven workdays after the date of the incident out of which the grievance arose, or within eleven workdays after the date the Council

became aware of the incident. The Council, the Director of Human Resources, or his designated representative, and the appropriate management officials will meet within five workdays to discuss the matter and attempt to seek a satisfactory resolution. The Director of Human Resources will give his written decision to the President of the Council within fifteen workdays from the conclusion of the above discussion. If the matter is still not resolved, then the Council may invoke arbitration in accordance with the provisions of Article 34.

If the Council files a grievance as outlined above, it is agreed that any employee grievance filed under Section 3 or 13 on the same subject will be held in abeyance pending the outcome of the Council grievance.

Section 6. Employer Grievance Procedure. Should the Employer desire to resolve some matter covered by the

grievance procedure, then the matter shall be processed as follows: The Director of Human Resources shall advise the Council, in writing, of the matter the Employer wishes to resolve. The written grievance must contain the precise description of the grievance with enough information contained therein to identify the specific nature of the grievance, the specific provision of this AGREEMENT or policy or regulation that is alleged to have been violated, if applicable, the corrective action desired, and any additional pertinent information. The grievance must be filed within eleven workdays after the date of the incident out of which the grievance arose, or within eleven workdays after the date the Employer became aware of the incident. The Council, the Director of Human Resources, or his designated representative, and the appropriate management officials will meet within five workdays to discuss the matter and attempt to set a satisfactory resolution. The President of the Council

will give his written decision to the Director of Human Resources within fifteen workdays from the conclusion of the above discussion. If the matter is still not resolved, then the Employer may invoke arbitration in accordance with the provisions of Article 34.

Section 7. Any grievance not taken up by an employee in accordance with Section 3 within eleven workdays after the incident out of which the grievance arose, or within eleven workdays after the date the employee became aware of the incident, shall be terminated.

Section 8. All time limits provided for herein may be extended by mutual agreement for valid reasons, provided that a request for extension is presented prior to the end of the prescribed time limit. Failure of the Grievant/Union to proceed with the grievance within any of the time limits or extensions specified in this Article shall

render the grievance void or settled on the basis of the last rendered decision. Failure of the Employer to render a decision within any of the time limits or extensions specified in this Article shall permit the Grievant/Union to proceed to the next step in the Negotiated Grievance Procedure.

Section 9. The Employer and the Council recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance, in good faith, by an employee shall not cast any reflection on his standing with the Employer or on his loyalty and desirability to the organization, nor should the grievance be considered as a reflection on the Employer.

Section 10. Grievances concerning letters of caution or requirement, letters of reprimand and suspensions of fourteen calendar days or less will be processed under this procedure beginning at the step

of the grievance procedure above the level of management that effected the action.

Section 11. Except in the case of disciplinary actions, the Council and the Employer agree that in the case of individual identical grievances, within the same shop, they will be joined at Step 2 and processed as one grievance throughout the remainder of the procedure. The Council will select one employee's grievance for processing and the decision thereon shall be binding on the other grievant.

Section 12.

a. At each and every step of the grievance procedure, the Council and the Employer shall have the right to propose as witnesses employees who have direct knowledge of the circumstances of the case. A written request for witnesses shall be forwarded within the time limits, together with the grievance, to the appropriate step

of the grievance procedure. Unit employees who are witnesses shall suffer no loss of pay or benefits for such service. The Employer shall, upon request, permit Council inspection of pertinent payroll and other records as permissible without violating laws, rules or Government policy, for the purpose of sustaining the claim of the parties. However, these payroll and other records must be directly related to the employee's grievance. The Council shall be afforded full opportunity to present all facts and information which are relevant.

b. If a Council request for inspection of records under this section is denied, the Council may seek a review of the request by submitting a written request to the Director of Human Resources specifying the records sought for inspection. If the Director of Human Resources denies the request, those records will not be used by the Employer as evidence in any resulting arbitration of the case unless the Employer

notifies the Council of its intention to introduce them as evidence and allows the Council to inspect them prior to the arbitration hearing.

Section 13. Earned Rating Grievances. If an employee is dissatisfied with an earned rating received in connection with a promotion examination, he may grieve this rating in accordance with the following procedure. This procedure will be utilized in lieu of the procedure contained in Section 3.

Step 1. The grievant will discuss his rating with the staffing specialist in Code 1112 who did the rating. The discussion must be initiated within fifteen calendar days from receipt of the notice of rating by the grievant. The grievant may be accompanied by a Council representative.

Step 2. If the grievance is not resolved at Step 1, then within five

workdays after conclusion of the discussion, with the consent of the Council, the grievant may submit his grievance in writing to Code 1112. The written grievance must contain the specific reasons why the employee feels the rating is incorrect and the relief desired. Code 1112 will issue a written decision to the grievant within ten workdays.

Step 3. If the grievance is not resolved at Step 2, then the grievance may be submitted to arbitration.

Section 14. Removals, etc., Grievance Procedure. Grievances concerning removals, reductions in grade, reductions in pay, suspensions of more than fourteen calendar days and furloughs of thirty days or less may be processed under this procedure. The grievant must present his grievance in writing to the Shipyard Commander within eleven workdays of the effective date of the action.

The Shipyard Commander, or his designated representative, will hold a discussion with the grievant and his representative within ten workdays of receipt of the grievance. The Shipyard Commander will render a decision within twenty workdays of the date of the discussion. If the decision is unfavorable to the grievant, the matter may be referred to arbitration in accordance with Article 34.

ARTICLE 34

ARBITRATION

Section 1. In the event the Employer and the Council fail to satisfactorily settle any grievance under Article 33 of this AGREEMENT, then such grievance, upon written notice by the party desiring arbitration shall be referred to arbitration.

If it is the Council that desires arbitration, then the written notice invoking arbitration must be submitted to the Shipyard Commander within thirty workdays from receipt of the decision in any of the following sections of Article 33:

- a. Section 3, Step 3
- b. Section 5
- c. Section 13, Step 2

d. Section 14

or within forty workdays from the conclusion of any meeting in these steps or sections if the deciding official fails to issue a written decision.

If it is the Employer that desires arbitration, then the written notice invoking arbitration must be submitted to the Council within forty workdays from receipt of the Council's decision in accordance with Section 6 of Article 33 or within thirty workdays from the conclusion of the discussion. Arbitration of grievances may extend only to the interpretation or application of the AGREEMENT, and not over any other matters. Furthermore, the issue(s) to be arbitrated shall be no broader in scope than the issue(s) presented at the grievance stage. Additionally, in the case of adverse actions, the arbitrator shall sustain such actions if they are supported by the

preponderance of evidence standard. The arbitrator shall not change, modify, alter, delete or add to the provisions of this AGREEMENT as such right is the prerogative of the contracting parties only.

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

Section 2. By mutual agreement of the Parties, a Federal Mediation and Conciliation Service Mediator may be contacted to attempt to resolve the grievance prior to proceeding to arbitration.

Section 3. If the grievance has not been rejected by either party, then within ten workdays from the date of receipt of the arbitration request from the Council or

within ten workdays from the date of forwarding the arbitration request to the Council by the Employer, the parties shall select an arbitrator as follows. A random list of seven (7) arbitrators will be generated from a pool of fifty (50) arbitrators established by the parties. The parties shall meet within five 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 4. The cost of arbitration shall be shared equally by the parties. This cost shall include the arbitrator's fee and expenses, and the expense of any other

mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings.

Section 5. The arbitration hearing shall be held at the Shipyard normally during the regular day shift hours of the basic workweek.

a. The grievant, not more than three Council representatives, and witnesses who have knowledge of the circumstances and factors bearing on the case, if employees of the Shipyard and otherwise in a duty status, shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave. If a unit employee is on other than the day shift, and the employee does not desire to participate on his own time, the Employer will either change his shift to the day shift for the day(s) of the arbitration hearing or pay the employee the applicable amount of overtime for participating in the

arbitration hearing, at the option of the Employer.

b. The Council and the Employer will inform each other in writing of the names of the parties' designated representatives and witnesses at least five workdays prior to the arbitration hearing so that arrangements can be made to have such employees available for hearing. Nothing in this section shall preclude either side from calling rebuttal witnesses.

c. At least five workdays prior to the scheduled initial date of an arbitration hearing, the parties shall meet in an attempt to decide upon the issue(s) to be submitted to the arbitrator.

Section 6. The arbitrator will be requested to render his decision as quickly as possible, but in any event, not later than thirty calendar days after the conclusion of

the hearing unless the parties otherwise agree.

Section 7. The arbitrator's award will be binding on both parties, except that either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority, under regulations prescribed by the Federal Labor Relations Authority.

Section 8. In cases which involve areas, plans, other materials, etc., classified at the direction of higher authority, a special board of arbitrators will be established. The Employer and the Council will each submit four names of arbitrators, who are American citizens and who are approved by the FMCS, and submit them for inclusion on the permanent board. The eight arbitrators, once they obtain the necessary security clearance, will constitute the special board.

In the event one of the arbitrators on the list cannot serve for reasons outside the control of the parties, the party who selected the arbitrator will submit the name of a replacement for inclusion on the list.

When it appears that a grievance involves a classified matter, the party making the determination will advise the other party. The parties will meet within five workdays to determine whether the case can proceed with a regular list or whether the services of an arbitrator from the special board are necessary. If such an arbitrator is required, and the parties cannot agree upon which arbitrator to select, the names of all eight arbitrators will be placed in a container, and one slip will be drawn by a disinterested party. The name so drawn shall be the duly selected arbitrator.

Section 9. Semiannually, the Employer and the Council will meet to

review outstanding arbitration requests. Cases submitted after the effective date of this AGREEMENT where no movement has occurred for over 90 calendar days will be considered terminated. Non-movement due to mutual agreement of the parties or inaction on the part of an arbitrator will not be considered.

ARTICLE 35

GENERAL PROVISIONS

Section 1. The Employer agrees to furnish the Council a complete and up-to-date list of all unit employees semiannually. Such list shall include the name, job/position title, grade, check number, and type of appointment (i.e., career conditional, career, TAPER, temporary).

Section 2. 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. The Employee's request to be accompanied by a Council representative will be granted. An employee who contemplates retirement will first contact his shop personnel advisor for information

and counseling. If after this discussion the employee still has unresolved questions, he may contact the Human Resources Office Retirement Counselor for further information and counseling. In the event questions arise which cannot be resolved by the Human Resources Office Retirement Counselor, the Employer agrees to make every reasonable effort to resolve the issue by contacting the Bureau of Retirement, Insurance and Occupational Health of the Office of Personnel Management or by forwarding the employee's request for resolution to such office.

Section 3. The Employer agrees that when individual unit employee performance evaluations are maintained in the appropriate shop office files, in no instance will such records be published or discussed with any employees except the affected employee and those management officials having need for such information in an official capacity.

Section 4. The Employer agrees to provide at least one bulletin board or space on existing bulletin boards in each shop in the unit for the use of the Council. Such boards or space shall be mutually agreed to between each shop head and the cognizant chief steward. In either case, total space shall not be less than six square feet. MTC space will be properly separated from the remaining board space. The Council is responsible for posting and removing material on its bulletin boards and for maintaining them in an orderly condition during regularly scheduled working hours. Notices concerning Council recreational and social activities, Council elections and Council meetings, may be posted by cognizant stewards or, in the absence of a steward, by the chief steward concerned, without prior approval of the material by the Human Resources Office provided they are limited to announcing only the purpose, date, time and place. A copy of all such

notices will be sent via yard mail to the Employee and Labor Relations Division, Human Resources Office. All other information to be placed on the bulletin boards including the above referred to notices, if they contain information other than that outlined above will be posted only by mutual consent of the Council and the Human Resources Office.

Section 5. The Employer shall be responsible for printing and distributing the AGREEMENT, and all supplemental agreements, to all current and newly hired employees of the unit. It is further agreed that the Council will be provided copies of this AGREEMENT for distribution.

Section 6. No unit employee covered by the terms of the AGREEMENT or any representative of the Employer shall be permitted to fill out a Dues Revocation Form (SF1188) during working hours. Unit employees shall obtain a copy of the Dues

Revocation Form (SF1188) from a location designated by the Employer during nonwork hours. The Employer shall immediately forward Copy 1 of this form to Comptroller and Copy 2 to the Metal Trades Council office.

Section 7. Unit employees may place on their hard hats the appropriate emblem of the Metal Trades Council as well as the emblem of the Metal Trades Council affiliated international union. Such emblems shall not obscure the employee's name, check number or shop number.

Section 8. The Employer agrees to provide the Council with two copies of an organization dues allotment listing and summary on a biweekly basis. This listing and summary will list the various organizations of the Council individually. It will also list the members' names alphabetically, the organization code, shop, badge number and amount of deduction.

Section 9. It is understood that the Employer will provide records as required by law and this AGREEMENT, when requested by the Council President in writing, when the records are normally maintained by the Employer in the regular course of business and are reasonably available. The Employer will provide these records in a reasonable time frame. When the reproduction costs of such material requested exceeds \$100 cumulative per issue, then the Council will pay the balance in excess. Reproduction costs are assessed at \$0.10 per page.

Whenever the Council is required to pay for records in advance, the Employer will collect the records and allow the Council to review the records prior to submitting a check for the records the Council selects. The Employer will reproduce the selected records and deliver

them to the Council in exchange for the Council's check.

Section 10. When the word "he" is used in this AGREEMENT, it will imply "he/she."

Section 11. Subject to the provisions of applicable regulations, the Employer agrees to furnish special tools and special equipment that employees may be required to use.

Section 12. 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 care, 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").

ARTICLE 36

DURATION AND CHANGES

Section 1. This AGREEMENT, as executed by the parties, shall remain in full force and effect for a period of three years from the date of its approval by the Office of the Secretary of Defense. On the request of either party, the parties shall meet to commence negotiations on a new agreement on or after the sixtieth day prior to the expiration date of this AGREEMENT.

Section 2. The 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 six months. Any request for amendment by either party must be written and must include a summary of the amendment(s) proposed.

The parties shall meet within fourteen 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 Office of the Secretary of Defense.

Section 3. Any amendment(s) to this AGREEMENT as agreed upon by the parties shall be promptly reproduced and distributed to employees within the unit in accordance with the provisions of Article 35, Section 9.

Section 4. No agreement, alteration, understanding, variation, waiver or modification of any terms or conditions contained herein shall be made by an employee or group of employees with the

Employer, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and the same has been ratified by the membership and approved by the Employer.

Section 5. The waiver of any breach or condition of this AGREEMENT by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

Section 6. 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 re-instituted by the Council and the Employer.

Section 7. Termination of this AGREEMENT will not in and of itself terminate the recognition granted the Council. In the event the Federal Labor

**Relations Authority terminates the exclusive
recognition of the Council, this
AGREEMENT shall be terminated.**

APPENDIX I

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APPENDIX II

AFFILIATED LOCALS OF METAL TRADES COUNCIL

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134	International Association of Heat and Frost Insulators and Asbestos Workers
546	Sheet Metal Workers' International Association
745	International Association of Bridge, Structural and Ornamental Iron Workers

<u>Union No.</u>	<u>Union Name</u>
877	International Union of Operating Engineers
920	International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers
976	Laborers' International Union of North America
1915	International Brotherhood of Painters and Allied Trades of the United States and Canada
2071	International Brotherhood of Electrical Workers

<u>Union No.</u>	<u>Union Name</u>
3073	United Brotherhood of Carpenters and Joiners of America