

**NEGOTIATED
AGREEMENT**

BETWEEN

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



AND

**INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL 1**

**EFFECTIVE ON
03 MARCH 2005**

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PREAMBLE

In accordance with the provision of the Civil Service Reform Act of 1978, hereinafter referred to as the "CSRA", this Agreement is made by and between the Supervisor of Shipbuilding, Conversion and Repair, USN, Newport News, Virginia (SUPS1-IIPNN), hereinafter referred to as the "Employer" and the International Federation of Professional and Technical Engineers (IFPTE), Local No. 1, AFL-CIO and CLC, hereinafter referred to as the "Union". The term "his" when used in this Agreement refers to both male and female gender.

WITNESSETH

In accordance with the provisions of the CSRA, and in consideration of the mutual covenants herein set forth; and

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

WHEREAS the well-being of employees and efficient administration of the Supervisor of Shipbuilding, Conversion and Repair, USN, Newport News, Virginia are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

WHEREAS the participation of employees should be improved through the maintenance of constructive and cooperative relationships between the Union and the Employer; and

WHEREAS subject to law and the paramount requirements of public service, effective labor-management relations within the Supervisor of Shipbuilding require a clear statement of the respective rights and obligations of the Union and of the Employer;

NOW, therefore, the parties hereto agree as follows:

ARTICLE 1
RECOGNITION AND UNIT DESIGNATION

SECTION 1. The Employer hereby recognizes that the Union is the exclusive representative of all employees of the Unit (as defined in Section 2).

SECTION 2. The Unit to which this Agreement applies is composed of all graded professional engineers in the Engineering Sciences and associated fields in the Supervisor of Shipbuilding, Conversion and Repair, USN, Newport News, Virginia and all non-professional engineering positions (GS-800 Occupational Group) of the Supervisor of Shipbuilding, Conversion and Repair, USN, Newport News, Virginia. As required by the CSRA, Section 7112, the following employees are excluded: management officials, supervisors, confidential employees, employees engaged in personnel work in other than a purely clerical capacity, intelligence and investigative employees engaged in work directly affecting national security and certain internal security employees.

ARTICLE 2 RIGHTS OF EMPLOYER

SECTION 1. Subject to Section 2 of this Article, the Employer retains the right -

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

b. in accordance with applicable laws -

(1) to hire, assign, direct, lay off, and retain employees in the activity, 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 activity 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;

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

SECTION 2. Any proposals under Executive Order 12871 on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project or tour of duty, or the technology, methods and means of performing work will be handled in accordance with presidential negotiability rulings of the Federal Labor relations Authority. Nothing in this Article shall preclude the Employer and the labor organization from negotiating:

a. procedures which management officials will observe in exercising any authority under section 1 of this Article, and

b. appropriate arrangements for employees adversely affected by the exercise of any authority under section 1 of this Article by such management officials.

SECTION 3. It is understood that both parties of SUPSHIP are expected to conduct themselves in the work place in a manner, which will reflect favorably on themselves and the Navy. Inherent in this expectation is the responsibility to report for work in a punctual manner; to perform work in a professional efficient manner, and observe the requirements of law, regulation, and this agreement for the good of all concerned. The parties to this Agreement recognize the virtue of cooperation and will work to accomplish mutually acceptable resolutions of issues in an expeditious manner.

ARTICLE 3 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 Union, or to refrain from any such activity. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a designated Union representative, including presentation of its views to officials of the Executive branch, the Congress, or other appropriate authority. The Employer agrees that the provisions of this contract as well as regulations and laws will be properly interpreted and/or applied to the employees in the bargaining Unit.

SECTION 2. The Employer shall continue to take such action consistent with law or with directives as may be required in order to assure that employees are apprised of their rights described in the CSPA and this Article and that no interference's, restraint, coercion or discrimination is practiced with the Unit to encourage or discourage membership or involvement in the management thereof the Union.

SECTION 3. Each employee shall have the right to bring matters of personal concern to the attention of the Employer.

SECTION 4. Nothing in this Agreement shall require any employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary written authorization by the member for the payment of dues through payroll deductions.

SECTION 5. At any examination of a Unit employee by a representative of management where the employee reasonably believes that disciplinary action may be taken against him, the employee may have a representative of the Union present if he so requests of the examining official.

ARTICLE 4

MATTERS SUBJECT TO NEGOTIATION

SECTION 1. It is agreed and understood that matters appropriate for negotiation will be in accordance with the provisions of the CSRA.

SECTION 2. For the purpose of this Agreement, "consultation" is defined as mutual discussion of policies, programs, and procedures related to work conditions of members of the Unit which are within the authority of the Employer for the purpose of obtaining Union views before the Employer takes final action. For the purpose of this Agreement, "negotiations" is defined as good faith bargaining between the parties with the objective of reaching written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations and published policies.

SECTION 3. Th Employer will assure that the Union is provided a copy of proposed new and revised directives pertaining to personnel policies, practices and working conditions affecting Unit employees. Proposals will be hand delivered to designated Union representatives who will sign for receipt. The Union will provide management a list of designated union representatives. Upon Union request, management will provide a copy of material referenced in the proposed directives and/or meet to discuss for clarification. The Union will have a reasonable amount of time to negotiate over such instructions. If all matters are not resolved within 10 work days of receipt of the proposed new and revised instructions, the union will provide the Employer a written notice of the status of its review. Such status will indicate whether negotiations are required or provide an estimate of additional time required for review.

ARTICLE 5 UNION REPRESENTATIONAL TIME

SECTION 1. General Provisions

a. The Union will provide the Employer a listing of its officers and stewards initially and when changes are made. The list will identify The Union President, Financial Secretary and the Conference Committee composed of the Chief Steward, two stewards and two alternates. Normally changes to the Conference Committee will become effective at the beginning of the pay period following the date notification of the change is given.

b. Official time shall only be authorized for representational purposes during the time the employee otherwise would be in a duty status.

c. Official time will only be used for such purposes as authorized by the Statute, law and regulations, and this Agreement.

d. Reasonable official time to conduct appropriate representational functions will be granted to union representatives as provided in law or regulation and as defined in this agreement. This official time over a years period normally will not exceed a total of 1500 hours for all representatives. If 1500 hours is used before a years period, the union will submit a request to management projecting anticipated additional requirements for negotiation.

SECTION 2. Official time exclusion. Official time is not authorized for the purpose of conducting internal union business such as solicitation of membership, collection of dues or other assessments, circulation of authorization cards or petitions, campaigning for labor organization office, or other work related solely to the internal business of the Union.

SECTION 3. Uses of official time. Appropriate Unit representatives as outlined in Section 1.(a) are authorized official time during duty hours without charge to leave or loss of pay to perform representational activities. Normally, one employee shall be designated as an employee representative in matters of grievances or representational activities. In matters of negotiations, Section 5 below is applicable. For other representational functions, authorized activities include but are not limited to:

a. Prepare for and attend meetings with the Employer and/or employees regarding conditions of employment.

b. Investigate, prepare, and present employee grievance(s).

c. Investigate, prepare, and present union grievance(s).

d. Investigate and respond to Employer grievances.

e. Prepare for and participate on panels and committees.

f. Present employees in disciplinary action proceedings.

g. Represent employees in matters involving workers' compensation, back pay, discrimination, disability retirement, retirement, etc.

h. Consider, research and prepare responses/proposals to Employer initiated proposals.

i. Contract administration, including preparation of proposals, for contract bargaining.

j. Prepare for third party proceedings (e.g., mediation, impasse, arbitration, Federal Labor Relations Authority (FLRA), Merit Systems Protection Board (MSPB).

k. Attend and participate in new employee orientation sessions.

l. When utilized, official time shall be in accordance with statute, law regulation or this Agreement.

SECTION 4. Official time for training. A unit member who is a designated representative (normally a Chief Steward or a steward) of the IFPTE may be authorized official time for attendance at Union sponsored training, provided the subject matter of such training is of mutual concern and benefit to the Employer and employee in his capacity as a Union representative, the Employer's interest will be served by the employee's attendance, and only if it will not adversely affect the mission of the Employer. Requests for administrative excusal (including agenda items) should provide justification for the excusal. Such requests should be submitted in writing to the Supervisor of Shipbuilding, via the department head, in time to allow for administrative approval/disapproval prior to the scheduled training (normally 5 workdays). Official time for training may be authorized in reasonable amounts on a case by case basis. Attendance will normally be limited to no more than two employees at any time.

SECTION 5. It is agreed that the Supervisor or his representatives and Union representatives designated by the Union, normally not to exceed two members by each party, shall meet periodically to discuss appropriate matters affecting the working conditions of employees in the Unit, excluding matters that would be appropriate for resolution under the negotiated grievance or other grievance or appeals procedure. The parties shall normally exchange an agenda at least 5 workdays prior to the date of each formal meeting. The parties may agree to discuss matters other than those on the agenda. In negotiations, the number of union members eligible to participate in meeting on official time shall be limited to the number of employees representing management but not less than two.

SECTION 6. Official time for representational activities is time to meet and discuss with employees and/or management officials, personnel policies, practices, and matters, whether established by rule, regulation or otherwise, affecting working conditions. This official time is intended to cover meetings between representatives of the Union and employees and/or management officials for purposes of investigation of complaints, unfair labor practices, and other legitimate representational responsibilities as defined in the CSRA. When it is necessary for the Chief Steward or stewards(s) to stop work to transact appropriate union business, he will first obtain approval from his immediate

supervisor, if available, or the next higher level of line supervision who is available. Time spent shall be duly recorded on the Workload Accounting System (WAS) Work-Sheets.

SECTION 7. The Union agrees that whenever appropriate representational duties are being transacted during working hours, only that amount of time reasonable to bring about prompt and expeditious disposition of the matter will be utilized.

SECTION 8. The Union representative, when transacting appropriate business within the scope of this Agreement during working hours, shall first obtain permission to leave the job from their immediate supervisor, if available, or if not, another appropriate supervisor in the chain of command and inform him of the general nature of the business and the anticipated time period. Permission to leave the job will be normally granted at the time requested, unless in the opinion of the supervisor(s) involved, work requirements do not permit. Upon entering other work locations, a Union representative shall obtain clearance from the cognizant supervisor before contacting any Unit member(s). In these same instances, permission to leave the job will be granted promptly to the employee involved, unless in the opinion of the supervisor(s) involved, work requirements do not permit. If permission is delayed, the cognizant supervisor will advise the Union and/or employee his estimate of when the time will be granted.

SECTION 9. Solicitation of membership and activities concerned with the internal management of the Union such collection of dues, assessments or other funds, membership meetings, campaigning for union office, conduct of elections and distribution of authorization cards will not be conducted during working hours.

SECTION 10. It is recognized by both parties that most matters can be resolved during the regular day shift, however, Union stewards may request in advance, access to the command for periods other than regular shift hours to which they are assigned. The Employer agrees to consider the nature of the request and, when consistent with the need to have access and security regulations may permit such access.

SECTION 11. The Employer agrees that any authorized and properly identified representative as designated in writing by the Union who is not an employee of the activity, shall be allowed to visit the activity on official union business in connection with the responsibilities of the Union under the provisions of the CSRA and the terms of the Agreement, provided that normally 2 work days advance notice is given. Official union business includes, but is not limited to, employee or union grievances, Unfair Labor Practices, negotiations, representation of bargaining Unit employees in statutory appeals where the Union is designated representative, and proceedings before the FLRA pursuant to Title VII of the CSRA. Such visits shall be covered by applicable security regulations.

SECTION 12. The Employer agrees to recognize the duly elected or appointed officers and stewards of the Union. In order that the Union may properly represent the employees in the Unit, no more than four stewards, including the Chief Steward and three alternates, will be recognized and permitted to function in accordance with this article.

SECTION 13. It is agreed that recognized Union representatives shall have the right to exercise their responsibility to advance the best interest of and to represent all employees covered by this Agreement in accordance with the provisions of the

Agreement and the CSRA. The Union also recognizes its responsibilities to represent the interests of all Unit employees in accordance with the requirements of law and this Agreement.

SECTION 14. The Employer agrees to consider requests for the use of SUPSHIPNN facilities by the Union for meeting purposes on as needed and as available basis. Upon such request, facilities of the command may be made available, where practicable, for meetings of the Union for the conduct of internal affairs outside regular working hours, subject to prescribed security requirements and applicable regulations.

SECTION 15. A representation of the Union shall be given the opportunity to be present at:

a. Formal Meetings - any formal discussion between one or more representatives of the agency and one or more employees in the Unit or their representatives concerning any grievance or any personnel policy or practices or other general condition or employment; or

b. "Weingarten" Meetings - any examination of an employee in the Unit by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee; and the employee requests representation.

SECTION 16. Management shall annually inform the employees of their "Weingarten" rights.

ARTICLE 6 HOLIDAYS

SECTION 1. Employees shall be entitled to all holidays now prescribed by law and any that may be later added by law and all holidays that may be designated by Executive Order.

SECTION 2. Full time employees in a pay status shall receive 8 hours pay at their regularly hourly rate on all days defined as holidays that they are not required to work.

SECTION 3. All employees who work on holidays during their regular scheduled tour of duty shall receive holiday pay computed in accordance with applicable regulations. Holiday work outside the regular scheduled tour of duty will be paid as overtime or compensatory time in accordance with applicable regulations.

SECTION 4. Employees assigned to regularly scheduled night work are entitled to night differential pay in accordance with applicable regulations on all days designated as holidays on which they are required to work.

SECTION 5. When a holiday falls on Saturday, the holiday will be observed on the preceding Friday; likewise, when a holiday falls on Sunday, it will be observed on the following Monday for employees whose tour of duty is Monday through Friday.

ARTICLE 7 ANNUAL LEAVE

SECTION 1. Employees shall accrue leave in accordance with existing applicable laws and regulations. The Employer recognizes its responsibility for determining when and the extent to which annual leave is to be granted. Employees recognize their responsibility of cooperating with management in scheduling their leave in such a manner throughout the year so as to avoid forfeiture of leave. Consistent with workload requirements, the Employer will avoid forfeiture of leave to the maximum extent possible. Management will communicate the decision on a timely request for annual leave to the employee in a timely manner. Approval of leave is not to be presumed.

SECTION 2. Consistent with workload, the Employer agrees to schedule annual leave for a reasonable vacation period such as 2 weeks continuous duration. The immediate supervisor is responsible for approving employee(s) requests for leave or changes in scheduled leave consistent with the workload. If there is any conflict in the organization segment in scheduled dates for vacation period, the immediate supervisor will give priority of choice on a rotational basis of which Civil Service longevity will normally be a factor. When an employee has made his selection and it has been approved by his supervisor, he shall not be required to change it solely because of another employee's request for the same period. In the case of a transfer of an employee from one organizational segment to another, previously scheduled leave will be reviewed by the new supervisor and approved when possible, consistent with workload, manpower, leave schedules of other employees in the segment, etc., of the new organizational segment to which the employee is transferred/assigned. It is recognized that rescheduling may be necessary at the discretion of the gaining supervisor.

SECTION 3. An employee's request for annual leave on a workday which occurs on a religious holiday associated with the religious faith of the employee concerned will normally be granted where such scheduling would not lead to undue interruption of work and is consistent with workload and manpower requirements.

SECTION 4. In the event the Employer determines it is necessary to initiate a policy of forced annual leave, implementation will be in accordance with applicable rules and regulations. The Employer shall notify the Union when a decision is made to initiate forced leave affecting Unit employees. Notification will occur as soon as practicable after the decision is made and will normally be confirmed in writing, within 24 hours of the initial notification stating the name, location and occupational series of affected employees as well as expected duration of the forced leave requirement, if known. If specific information is not available within the 24-hour period, the Employer will so state and agrees to provide the information when available. The Employer shall make every reasonable effort to minimize the impact on Unit employees, including, when practicable, transfer or reassignment unless emergency conditions which affect government property and/or life functions are present, accept qualified volunteers (consistent with workload and skills requirements) to achieve required reduced numbers; consider rotational assignment of forced leave; and implementation of a liberal leave policy. Upon request, Unit employees shall normally be allowed to use leave without pay in lieu of annual leave during the forced leave period. Upon written request of an authorized Union official, the Employer agrees to make available records of Unit employees pertaining to forced annual leave.

SECTION 5. An employee, upon request, normally will be granted annual leave, or leave without pay in the absence of annual leave, up to 5 working days duration in case of a death in his immediate family.

SECTION 6. In case of an emergency prior to the beginning of the work shift, annual leave will be requested of the supervisor as soon as possible and, unless precluded by extenuating circumstances, not later than 2 hours after the beginning of the work shift.

ARTICLE 8 SICK LEAVE

SECTION 1. Eligible employees shall accrue sick leave in accordance with applicable laws and regulations. The Union joins the Employer in promoting the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness.

SECTION 2. Employees have the right to make appointments for medical, dental, and optical examination or treatment contingent on work requirements. Except for emergencies, the employee shall arrange for such examination in advance with his supervisor and obtain prior approval for his absence. Such leave requests properly arranged in advance will normally be approved for the amount of time necessary for the examination or treatment. The request must contain information as to the time, place, and date of appointment.

SECTION 3. In case of absence from duty due to an incapacitating condition, the employee will provide notice to the Employer of the problem and request sick leave as soon as possible, but no later than 2 hours after the start of the first day of their work shift, unless precluded by the severity of the incapacitating condition. A properly completed application for sick leave will be submitted within 2 hours after return to duty, except for periods of absence in excess of 3 days continuous duration as provided in Section 4.

SECTION 4. Employees shall not normally be required to furnish medical certification to substantiate requests for approval of sick leave unless the absence exceeds 3 working days. Periods of absence on sick leave in excess of 3 working days of continuous duration must be supported by a medical certificate to be filed within 15 calendar days after return to duty, except as follows: In lieu of a medical certification, the employee's signed statement explaining the nature of his illness may be accepted in certain situations; e.g., when it is unreasonable to require a medical certification because of a shortage of physicians, remoteness of locality, or because the nature of the illness did not require the services of a physician. Additionally, in individual cases where there is reason to believe the employee may be abusing sick leave privileges, the employee may be advised orally that, because of his questionable sick leave record, a medical certificate may be required for each subsequent absence on sick leave. Sick leave absences properly validated by medical certification are not to be considered in this "questionable" determination. If appropriate, the employee will be advised in writing that a medical certificate must support all future requests for sick leave. It is agreed that all cases requiring a medical certification for such absences shall be reviewed by the immediate supervisor for the purpose of determining whether the requirement should be rescinded. Such review will take place at the end of 6 months from the date of issue for medical certification. If it is decided that the restriction is no longer necessary, the employee will be notified of this determination and the previous notice shall be removed from the Office or Department record. If it is determined that the restriction is to be continued, the employee will be notified orally.

SECTION 5. In cases of serious illness or disability, unearned sick leave may be advanced to career or career conditional employees (currently not to exceed 30 days) in accordance with applicable laws and regulations, and provided the employee or his

supervisor, at the employee's request, furnishes a properly completed request, and there is reasonable assurance that the employee will return to duty.

ARTICLE 9
LEAVE WITHOUT PAY

SECTION 1. Leave without pay may be approved/disapproved in accordance with governing laws and regulations consistent with workload, manpower requirements and other Employer consideration.

SECTION 2. Upon receipt of advance written request by the employee, and provided there is no undue interruption of work, the Employer agrees to grant reasonable amounts of leave without pay, to an employee of the Unit selected by the Union to attend union conventions, meetings, and seminars.

SECTION 3. An employee on authorized leave without pay will retain benefits and rights as provided by governing laws, rules, and regulations.

ARTICLE 10 EXCUSED ABSENCES

SECTION 1. An employee may be allowed excused time subject to the workload, scheduling and manpower requirements of the Employer as hereinafter provided:

a. An employee whose services have been requested by an authorized Civil Defense Official, and who is designated by the Employer to participate in pre-emergency programs and test exercises, may be excused without charge to leave or loss of pay, for a period not to exceed 40 working hours during a calendar year.

b. An employee who is a veteran may be excused, without charge to leave or loss of pay not to exceed 4 hours in 1 day, to participate as an active pallbearer or as a member of a firing squad or honor guard in funeral services of Members of the Armed Forces returned from overseas for final interment in the United States.

c. An employee will be excused without loss of pay or charge to leave to attend the funeral of an immediate member of his family killed in line of duty in the Armed Forces. The length of the excused absence shall be determined on the basis of the circumstances of each request. This shall be administered in accordance with applicable laws, regulations, and instructions.

d. Employees who volunteer as blood donors (either to blood banks or directly to individual(s)) shall be excused for the time necessary for this purpose without charge to leave or loss of pay for the time necessary to donate blood, but not to exceed 4 hours.

e. Union representatives may be excused, without charge to leave or loss of pay to receive information, briefings or orientation determined by the Employer to be of mutual concern to the Employer and the Union. Such request will be in writing to the Supervisor via the employee's chain of command and normally not less than 5 workdays in advance of the requested absence.

SECTION 2. An employee will be excused without loss of pay or charge to leave for the purpose of (1) taking an examination when he is serving under a temporary appointment pending establishment of register and the examination is for the purpose of converting his appointment to a career-conditional appointment; or (2) attending an interview when that interview is required under the Command's Merit Staffing Program. An employee may be excused without loss of pay or charge to leave for the purpose of taking the State examination for the Engineer-in-Training (EIT) and/or Professional Engineer (PE).

SECTION 3. Absences from duty for less than 1 hour (e.g., tardiness) may be excused without charge to leave or loss of pay at the discretion of the immediate supervisor or higher level supervisor.

ARTICLE 11 COURT LEAVE

SECTION 1. The Employer will grant court leave not to exceed 8 hours per day consistent with regulations and workload requirements. When called for jury service, the employee shall promptly notify the Employer and shall submit a true copy of the summons for jury service. Upon completion of jury service, the employee shall provide the Employer with written certification from the clerk of the court of the dates of service. It is agreed that when an employee is excused from jury service or discharged in time that would permit return to duty, he shall do so. This does not preclude an employee from requesting annual leave or leave without pay under these conditions. Allowances received for meals, transportation and other legal entitlements may be retained by the employee.

SECTION 2. When an employee is summoned as a witness in a judicial proceeding to testify in nonofficial capacity on behalf of a State or local government, he is entitled to court leave during the time he is absent as a witness.

ARTICLE 12
MERIT STAFFING

~~SECTION 1. Merit Staffing shall be administered in accordance with the Employer's current Merit Staffing Instruction 12335.1B of 24 August 1979 until a single replacement instruction 12335.2 is negotiated and accepted as a replacement for duration of the contract.~~

Superseded by SUPSHIPNNINST 12335.2C as per 16 Nov 2004 MOU (contained at the end of this document)

ARTICLE 13

PERSONNEL, MOVEMENTS IN REDUCTION-IN-FORCE SITUATIONS

SECTION 1. Reduction-in-Force, as used herein, is defined as the Employer's action to reduce the number of occupied positions within the Unit requiring the use of reduction-in-force procedures set forth in applicable regulations to implement such actions. The Employer will notify the Union when it is determined that a reduction-in-force is necessary. The Union may negotiate the impact and implementation of such reduction-in-force actions. Prior to the issuance of official notice to the employees involved in a reduction-in-force action, the Employer will notify the Union of the positions anticipated to be abolished, the approximate date when personnel actions will be initially effected, and the reasons for the reduction-in-force. The Union agrees not to divulge the contents of the plan until official notice has been issued by the Employer to the employees affected. The Employer will advise the Union of the change in status every 2 weeks during the reduction-in-force proceedings.

SECTION 2. In case of a demotion effected under reduction-in-force procedures, the qualifications of the lesser rated position may be waived to the extent permitted by applicable regulations.

SECTION 3. Employees separated by reduction-in-force actions will be placed on the reemployment priority list for 2 years if career or 1 year if career-conditional. Such employees will be referred for position vacancies within the commuting area for which qualified if the employee has indicated his availability for such positions in writing to the Employer. Placement rights of employees shall be governed by applicable statutes and regulations. The employees will be placed on the list in the following priority order.

- All career 30 percent compensable disability
- All career preference eligibles (Veteran)
- All career nonpreference eligibles (Nonveteran)
- All career-conditional 30 percent compensable disability
- All career-conditional preference eligibles (Veteran)
- All career-conditional nonpreference eligibles (Nonveteran)

In accordance with appropriate regulations, preference will be given to reinstatement eligibles for the employment in temporary and permanent positions for which they qualify. If not selected, the individual may appeal the nonselection action for adjudication under the provisions of the applicable laws, rules and regulations. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

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

ARTICLE 14 POSITION DESCRIPTIONS

SECTION 1. The Employer agrees to maintain current and accurate descriptions for positions in the Unit, and upon discovery of a misassignment, correct it as promptly as possible.

SECTION 2. When a position description ,(PD) to which an employee is assigned is to be rewritten, amended or changed, such action will be discussed with the employee by the immediate supervisor prior to submitting the PD to the principal classifier for action. When an employee of the Unit is adversely affected as a result of a reclassification of the position to which he is assigned, the Employer will notify the employee of its reasons for taking the action, and provide two copies of the implementing correspondence to the employee prior to effecting the official personnel action.

SECTION 3. Each Unit employee will, upon assignment to a position, be furnished a copy of his current job or position description. An additional copy of an employee's job or position description will be furnished the employee upon request, or when the job or position description is amended or changed.

ARTICLE 15 TRAINING

SECTION 1. In recognition of the mutual advantages to both parties, the Union may make recommendations to the Employer relative to the training of employees due to technological advances in the rapidly changing technical field. The parties may meet to discuss views, programs and training progress at a mutually agreeable time as the need occurs.

SECTION 2. The Employer and the Union will encourage employees to take advantages of training and educational opportunities both during and after working hours.

SECTION 3. The Employer agrees to assist the employee, upon his request, in the development of an individual plan to enable him to meet his career goals relating to his present position or logical future assignments.

ARTICLE 16 SAFETY

SECTION 1. The Employer will continue to make every reasonable effort to provide and maintain safe working conditions and industrial health protection for the employee, in accordance with SUPSHIPNN Instructions. The Union encourages all employees to work in a safe.

SECTION 2. Employees will be encouraged by the Employer and the Union to be alert to unsafe practices, equipment, and conditions, as well as environmental conditions in their immediate area which represent industrial health hazards. When apparently unsafe or unhealthy conditions are observed by the employees, they shall report them to their supervisors who shall initiate appropriate action.

SECTION 3. The Employer shall notify the Union as soon as possible after a disabling on the job accident has occurred involving a Unit employee. Such notice shall identify the employee by name and code.

SECTION 4. When a Unit employee is injured on the job, the Employer, in accordance with SUPSHIPNNINST 12810 series, shall furnish transportation to and from an appropriate medical facility. When a Unit employees becomes ill while on the job, and is physically unable to proceed to his home or appropriate medical facility without assistance, the Employer shall assist the employee in making necessary arrangements for transportation.

SECTION 5. In order to ensure the protection of life and property to the fullest extent, the safety director will ensure that properly qualified personnel are certified per applicable regulations as fire wardens.

SECTION 6. No employee shall be required to perform work alone in isolated areas such as tanks, voids, steam drums, mud drums or similar closed spaces. When such work is required the employee shall notify the Employer and request appropriate arrangements be made. Employees requesting clarification or having questions may contact the Safety Office.

SECTION 7. The Employer will make every reasonable effort to ensure that all toilets, washrooms and locker areas shall be maintained in a clean and sanitary condition, including hot and cold running water, with soap and towels provided for the employees, and that adequate lighting and ventilation will be provided. The Union recognizes that full employee cooperation is essential for maintaining satisfactory sanitary facilities.

SECTION 8. When a medically certified practitioner has certified that an employee has physical restrictions that preclude the full performance of the duties of his assigned position, the Employer will consider assigning duties that the employee can perform within given restrictions as provided for by applicable regulations and statutes.

SECTION 9. The Employer will make every reasonable effort to provide dressing room facilities for the Unit employees with lockers suitable for hanging of street clothes, washing facilities and ample room for the employees to change at one time when required in the routine performance of their job. Occasional visits to dirty areas do not constitute assignment criteria for a locker. Lockers will be locked with a government

furnished lock. The combination or key will be on file with the Employer. The lockers will be subject to routine and/or unannounced inspection by the Employer. If the facility is a combination dressing room/rest rooms, suitable privacy screens will be employed separating the rest room from the dressing room portion.

SECTION 10. The Employer shall participate in the Navy Occupational Safety and Health Program (NAVOSH). The following may be provided at no expense to the employee when required and when authorized:

- a. Immunizations, when available, against communicable diseases of epidemic proportions as may be recommended by public health authorities.
- b. Medical examinations for any employee: (1) whose work is a health risk, such as asbestos workers, divers, welders, etc.; (2) whose job performance, when determined by the Employer, is adversely affected by health problems; or (3) who is about to be transferred to an overseas duty station.
- c. Refraction and fitting of prescription safety glasses when required by work assignment.
- d. Emergency treatment of illness or injury occurring during working hours.
- e. Informational material, pertaining to the Federal Employees Health Benefits Program, as made available to the Employer for distribution to employees.

SECTION 11. The Employer agrees to provide information and assistance, upon employee's request, on the Federal Compensation Act, as amended.

SECTION 12. The Employer agrees to provide required safety equipment such as hard hats, safety glasses (prescription/nonprescription) and safety shoes to Unit employees.

ARTICLE 17 PUBLICITY

SECTION 1. The Employer will provide unofficial bulletin board space for literature properly identified as IFPTE literature. It is understood that these boards shall be used for posting IFPTE National Newsletters and notices of Union monthly meetings without individual screening by the Employer. Literature posted or distributed by the Union must not violate any law, applicable provisions of a negotiated agreement, applicable regulations and instructions or the security of the activity, nor contain scurrilous or libelous material. The Union will be responsible for the contents of its literature.

SECTION 2. The Union will be responsible for posting and removing approved material and for maintaining its bulletin board space in an orderly condition.

SECTION 3. The Union will be on the distribution list for SUPSHIPNN instructions and notices relative to civilian personnel matters and copies of examination announcements and promotional opportunities pertaining to Unit positions.

ARTICLE 18
DISCIPLINARY ACTION

SECTION 1. In all cases of formal written disciplinary action taken by the Employer against any employee covered by this Agreement, the Employer agrees to provide two copies to the affected employee who may provide a copy to the Union should he so elect.

SECTION 2. The Union shall be given the opportunity to be present at any examination of an employee in the Unit by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee; and the employee requests representation.

ARTICLE 19
ADVERSE ACTION

SECTION 1. An employee against whom adverse action is proposed is entitled to be represented by an attorney or other representative, including the Union.

SECTION 2. Decisions on adverse actions (removals, suspensions for more than 14 days, reduction in grade, reductions in pay, and furloughs of 30 days or less) will contain a statement of the employee's appeal rights under either the Agreement or statutory appellate procedures. The Employer agrees to provide two copies of the decision to the employee who may provide a copy to the Union if he so elects.

ARTICLE 20 NEGOTIATED GRIEVANCE PROCEDURES

SECTION 1. The purpose of this Article is to provide a means for the settlement of covered grievances. The Employer and the Union recognize and endorse the importance of bringing to light and adjusting employee complaints and grievances promptly. It is intended that this grievance procedure will provide a means of resolving employee concerns and grievances at the lowest level possible. The Employer and the Union agree to work toward this end.

SECTION 2. Grievances means any complaint:

a. By any Unit employee concerning any matter relating to the employment of the employee;

b. by the Union concerning any matter relating to the employment of any Unit employee; or

c. by a Unit employee, the Union, or the Employer concerning:

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

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

d. except that it shall not include a grievance concerning:

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

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

(3) a suspension or removal effected for National Security reasons under 5 U.S.C.7532;

(4) any examination, certification, or appointment;

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

(6) EEO complaints processable under Part 713 of OPM regulations.

SECTION 3. If two or more Unit employees initiate identical grievances (where the basis for the grievance and corrective action being sought are identical), the Union, if it has been designated as representative, will call the employees together and have them select one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all of the other identical grievances. This does not preclude a unit employee from exercising his rights guaranteed under law.

SECTION 4. In compliance with the Statute, employees may elect to appeal the following actions either to the Merit System Protection Board under the procedures prescribed by the MSPB, or to pursue the matter through the negotiated grievance procedure, but not both:

- a. removal;
- b. a suspension for more than 14'days;
- c, a reduction in grade or pay; or
- d. a furlough of 30 days or less.

An employee's written appeal/grievance of an adverse action must be timely filed and once the choice of procedures is made, the decision is final. If the action is appealed through the negotiated grievance procedure, it shall be filed at step 2 of this grievance procedure within 20 calendar days of the effective date of the action.

SECTION 5. Grievances must be initiated within 15 workdays of the occurrence of the incident which gave rise to the grievance, or the date the grieving party became aware of the decision or event about which he is aggrieved. Any grievance which is not submitted within this time limit shall not be presented or considered at a later date. A grievance resulting from a continuing action shall also be filed within 15 workdays of the last occurrence of the event forming the basis for the grievance. The first day of a suspension of more than 1 day is considered to be the "effective date."

SECTION 6. Grievance may be submitted by the employee(s) concerned or they may be initiated by the Union on behalf of a Unit member or group of Unit members. When a grievance is initiated, the steps outlined below will be followed in processing it:

Step 1. The matter will be presented to the employee's immediate supervisor. The employee may be accompanied by a Union representative at this and all future steps of the grievance procedure. The immediate supervisor will notify the exclusive representative if the employee elects to proceed without representation. He will make reasonable efforts to resolve the matter, making whatever investigation is necessary, and will give his oral decision as soon as possible, but no later than 5 workdays after the discussion at which the grievance was presented.

Step 2. If, after the completion of action of Step 1, further satisfaction is sought, the grievance may be presented in writing to the Head of the Department/Staff/Project Office, as appropriate, within 10 workdays of the receipt of Step 1 decision. The grievance shall be reduced to writing and shall be signed by the employee. It shall include:

- a. the basis for the grievance;
- b. the specific article and section of this Agreement, or specific regulation or instruction by chapter and section, alleged to have been violated;
- c. the date of the incident or learning of the incident being grieved;

- d. the corrective relief sought; and
- e. the date of receipt of the Step 1 decision.

The Department/Staff/Project Office Head, as appropriate, will make necessary inquiries and inform the employee in writing of his decision as soon as practicable, but no later than 10 workdays of the receipt of the written grievance. The Department/Staff/Project Office Head or his designated representative will meet with the employee and his Union representative, if one has been designated, to discuss the grievance. If the Union is not the employee's representative, the Union will be given the opportunity to be present. The decision shall be rendered within 5 workdays after the meeting or 10 workdays of receipt, whichever is longer. A copy of the decision will be provided to the aggrieved employee and to his designated representative.

Step 3. If the decision rendered at Step 2 is unsatisfactory to the aggrieved employee(s), the grievance may be presented in writing to the Supervisor of Shipbuilding within 10 workdays of the receipt of Step 2 decision. Within 5 workdays of the receipt of the grievance, the Supervisor of Shipbuilding or his designated representative shall meet and discuss the grievance with the aggrieved employee, the employee's supervisor(s) and the Union. The Supervisor of Shipbuilding or his designated representative (via the Supervisor of Shipbuilding) will render his decision in writing as soon as practicable, but not later than 10 workdays after the meeting. A copy of the decision will be provided to the aggrieved employee and the Union.

Grievance initiated by the Employer or the Union will be submitted to the Supervisor of Shipbuilding or to the Union Chief Steward, as appropriate, and shall contain the details of the grievance, the specific provision(s) of the Agreement which are involved, and the corrective action desired. Within 10 working days, if the grievance is filed by the Employer, the Union Chief Steward or his designated representative will meet with the appropriate management official(s)/supervisor(s), in an attempt to resolve the grievance. Within 10 working days, if the grievance is filed by the Union, the Supervisor of Shipbuilding or his designated representative will meet with the Union Chief Steward or his designated representative, and appropriate management official(s)/supervisor(s), in an attempt to resolve the grievance. The Supervisor of Shipbuilding or his designated representative or the Union Chief Steward will render a decision in writing no later than 10 working days following the meeting which was held to attempt resolution.

SECTION 7. All time limits agreed to between the parties contained herein may be extended by mutual agreement of the employee or his designated representative and the Employer. Failure of the Employer to observe the time limits for any step in this procedure shall constitute a valid basis for advancing the grievance to the next step of the procedure. Failure of the employee or his designated representative to observe the time limits provided for herein except for extenuating circumstances; i.e., authorized absence due to leave or TAD of the aggrieved or his designated representative, shall be considered as indicating no further interest in pursuing the matter being grieved. Should such extenuating circumstances result in nonadherence to the agreed to time frames contained herein, written reasons will be submitted with the grievance within 5 workdays of the time period missed.

SECTION 8. The employee and his designated Union representative will be allowed official time to prepare and present the grievance. All time permitted to do so shall be requested in advance from the appropriate supervisor.

SECTION 9. Any employee in the Unit may process a grievance on his own. However,

a. the exclusive representative shall be given the right to be present during any formal discussion between management and the employee concerning the grievance. Any grievance not satisfactorily settled under the negotiated grievance procedure shall be subject to binding arbitration which may be invoked only by the exclusive representative; and

b. any adjustment must be consistent with the terms of this Agreement.

SECTION 10. Grievances rejected because of timeliness and/or grievability questions shall be held in abeyance pending resolution of the timeliness and/or grievability issue(s). Such grievances rejected at any stage of the grievance procedure may have the timeliness or grievability issues elevated to the last step of the grievance procedure and ultimately to arbitration if not satisfactorily resolved.

SECTION 11. The Union shall be given the opportunity to be present during any formal meetings between Unit employees and management officials concerning a grievance and to make the views of the Union known at an appropriate time.

SECTION 12. At each step of the grievance procedure, the Union may call a reasonable number of employee witnesses who shall be allowed to testify and who shall be allowed to testify and who shall suffer no loss of pay nor annual leave for each services. The Employer shall, upon request, provide the Union copies of pertinent payroll and any other records, consistent with law and regulations, for the purpose of substantiating the claim of the parties, immediately after the initiation of the grievance. Unit representatives shall not improperly divulge the contents of any such information provided.

SECTION 13. If properly written and executed (adhering to applicable laws and regulations), Letters of Caution will not be grievable except for disputes over factual matters contained therein.

SECTION 14. Management and the Union agree that the Alternative Dispute Resolutions (ADR) techniques shall be used to the maximum extent practicable where mutually agreed. The goal is to resolve disputes and conflicts at the earliest stage feasible, by the fastest and least expensive method possible (an alternative to the 3 step grievance procedure) and at the lowest possible organizational level. The Command Partnership Council is developing an ADR procedure for SUPSHIPNN employees, If this does not occur within a reasonable amount of time, the parties will establish an ADR Committee and develop an ADR process.

ARTICLE 21 ARBITRATION

SECTION 1. Any grievance not satisfactorily resolved under the negotiated grievance procedure may be submitted to arbitration by either the Employer or the Union within 15 workdays of the issuance of the final decision rendered under the grievance procedure except as provided in Section 7.

SECTION 2. Within 10 workdays from the date of receipt of the arbitration request of the arbitration request, the parties shall meet for the purpose of endeavoring to agree on the selection of an arbitrator. If agreement cannot be reached, the party invoking arbitration may request the Federal Mediation and Conciliation Service to submit a list of five impartial persons qualified to act as arbitrators. The parties shall meet within 5 workdays after the receipt of such list. If they cannot not mutually agree upon one of the listed arbitrators then, with a flip of the coin deciding the beginner, the Employer and the Union will strike one arbitrator's name from the list of five and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.

SECTION 3. The cost of the arbitration shall be borne by the loser, including the arbitrator's fees, cost of transcript and stenographic services, any necessary per diem and travel expenses of the arbitrator, and all costs directly associated with the arbitration. If the Employer or the Union desires an additional service for which the parties did not mutually agree to share the cost equally, the service will be procured by and at the expense of the party desiring such service. The arbitration hearings shall be held during the regularly scheduled workweek and normally on the Employer's premises (office space utilized by SUPSHIPNN), and all employees of this command, its representatives, and witnesses shall be considered to be in a duty status without charge to annual leave while participating in the arbitration proceedings, except that under no circumstances shall the aggrieved employee, his representative, or witnesses be paid overtime by reason of participating in arbitration. Witnesses may be present only when testifying.

SECTION 4. The arbitrator shall be requested by the parties to render his award as quickly as possible, but in any event no later than 30 calendar days after the conclusion of the hearings, unless the parties otherwise agree. Such award shall be binding upon the parties.

SECTION 5. An arbitrator shall not change, modify, alter, delete or add to the provisions of this Agreement. Such right is the prerogative of the contracting parties only.

SECTION 6. If mutually agreed upon by the parties, formal arbitration may be waived and the parties may enter mini-arbitration. A committee of three persons shall be formed, one appointed by the Union, one by management, and one appointed by the first two committee appointees. This committee shall receive all relative information from the parties and reach a decision within a reasonable period of time, normally not to exceed 3 days. The decision will be binding on all parties.

SECTION 7. When the parties are unable to resolve a dispute after all steps of the grievance process have been exhausted, either party may request the services of FMCS or FLRA for grievance mediation in an attempt to resolve a matter prior to the

election of arbitration. The other party may present its position on the matter to the service prior to commencement of any mediation. Any cost incurred will be borne equally by both parties. In the event that the matter can not be resolved in this manner, the matter may be taken to arbitration in accordance with this article.

ARTICLE 22
UNFAIR LABOR PRACTICES

SECTION 1. The Employer and the Union agree that the resolution of complaints that arise under 5 U.S.C. 7116, Unfair Labor Practices (ULP), shall be initially handled informally and between the parties. In an effort to resolve such issues, it is agreed that the informal resolution period shall consist of, as a minimum, 8 calendar days.

SECTION 2. If no informal resolution is reached during that time, the ULP may be forwarded to the FLRA in accordance with applicable laws and regulations.

SECTION 3. All informal charges will be filed in writing with either the Supervisor of Shipbuilding or the Chief Steward, as appropriate.

ARTICLE 23 HOURS OF WORK

Replaced with revised Article under 2
Mar 2005 MOU at end of this document.

~~SECTION 1. The administrative workweek is established as the 7-day calendar week beginning at 0001 Sunday and ending at 2400 Saturday. The basic workweek will normally consist of five 8-hour days, Monday through Friday.~~

~~SECTION 2. Employees may elect to participate in any one of the following work schedules under the terms and conditions outlined in this negotiated agreement:~~

~~a. The 5-4-9 Work Schedule. The 5-4-9 consists of a pay period of 8 days of 9 hours each and 1 day of 8 hours for a total of 80 hours worked, leave, holiday time or any combination thereof.~~

~~b. Flexitour. The flexitour will normally consist of five 8-hour days, Monday through Friday. The shifts scheduled will consist of starting times within an established flexible time frame.~~

~~SECTION 3.~~

~~a. In lieu of the Basic Workweek, an employee may choose an Alternative Work Schedule (AWS); i.e., a FLEXITOUR schedule or a 5-4-9 Compressed Work Schedule (CWS). The Employer intends for AWS to apply to all Unit employees. However, work requirements, SUPSHIPNN obligations to the contractor, and unique skill requirements for certain jobs may preclude individual participation.~~

~~b. Participation in any AWS will be on a voluntary basis. Based on a written request from an eligible employee, he or she may be included in the requested plan during open season. Voluntary withdrawals from an AWS may be approved for personal hardships or work related reasons on a case by case basis and may be accomplished at the beginning of the next pay period.~~

~~c. Whenever a position change occurs as a result of transfer, reassignment, promotion or other personnel action the employee will come off of the AWS on the effective date of the change. That employee will then be treated as a new employee for purposes of setting up his work schedule.~~

~~d. The Employer will notify the affected employee(s) as much in advance as possible prior to the beginning of the next administrative workweek when a change in schedule is required, unless such notice will result in a serious handicap in function or substantial increased costs to the Employer. The need for such changes will be documented for the record. Denial of an employee's participation, involuntary removal of an employee, and/or denial of a request for voluntary withdrawal from AWS shall be based on workload consideration.~~

~~e. When it is known in advance of the start of the pay period, that employees will be given an assignment (travel, military leave, sea trials, off-site training, jury duty, etc.) for the duration of the pay period that may have working hours different from their normal AWS, including the requirement to work a scheduled "off" day, employees may be taken off the AWS plan at the start of the pay period involved so that correct time accountability may occur during the pay period of such assignment. Employees will be~~

returned to the AWS plan participation at the start of the pay period immediately following completion of the assignment.

~~f. When it is not known in advance of the start of the pay period that employees will be given an assignment for a period of time which is less than a full pay period, they will remain on their approved tour of duty for the pay period. While away from the duty station, employees will work the hours required at the site being visited and will be credited with the hours required by their approved schedule. When employees are in a travel status on their scheduled day "off", the "off" day will be shifted when practicable, to another day in the pay period. If it is not practicable, employees will be credited with compensatory time or paid overtime as appropriate in accordance with regulations. In addition, the 5-4-9 eight (8) hour workday may be shifted to more closely agree with the actual hours to be worked if necessary.~~

SECTION 4.

The 5-4-9 Plan

~~a. The regularly scheduled administrative workweek will still be in the calendar week of Sunday through Saturday. A full-time employee has a 9-day bi-weekly basic work requirement. On 8 of the 9 workdays, the employee has a 9-hour daily basic work requirement; on the ninth day, the employee has a 8-hour basic work requirement.~~

~~b. Tour of duty is requested, including when the 8-hour day falls, by the employee subject to supervisory approval. The basic workweek will continue to be Monday through Friday.~~

~~c. Subject to supervisory approval, employees may elect to have their scheduled day off on any day of the workweek. Two or more employees may have the same day off subject to supervisory approval.~~

~~d. Each workday will commence at 0645, 0700, or 0715 and at the corresponding end time of 1615, 1630, or 1645 for 9-hour days and 1515, 1530, or 1545 for the 8-hour days. This includes 1/2 hour lunch from 1155 to 1225.~~

~~e. Overtime. Work officially ordered in advance by management and performed outside an employee's compressed work schedule and in excess of the scheduled work hours in a day or 40 hours in a week is overtime work. An employee is entitled to overtime pay for overtime work in accordance with applicable provisions of law or regulation.~~

~~f. Absences and leave.~~

~~(1) Holidays. Holidays will be given the same hours credit or charge as the scheduled workday they may fall on. When a holiday falls on a nonwork day for an employee covered by a compressed work schedule and:~~

~~(a) The calendar holiday falls on a Sunday, the first regularly scheduled workday following the Sunday holiday is the employee's "in lieu of holiday".~~

~~(b) The holiday is not a Sunday, the last regularly scheduled workday preceding the holiday is the employee's "in lieu of holiday".~~

~~(2) Leave. Time off during an employee's basic work requirement must be charged to the appropriate leave category unless the employee is authorized compensatory time off or an excused absence. For example, an employee on a 5-4-9 plan who takes one day of annual leave will be charged leave for the number of hours (8 or 9) scheduled to be worked that day.~~

~~(3) Except as provided elsewhere here in, the scheduled "off" day and the 8-hour day will be the same throughout the participation period but may be changed on a case basis with approval of the supervisor prior to the start of a particular pay period. In the interest of effectiveness, schedules will be arranged to minimize absenteeism on any particular workday.~~

SECTION 5. Flexitour.

~~a. Under flexitour, a full-time employee has an 8-hour daily basic work requirement, a 40-hour weekly basic work requirement and an 80-hour biweekly work requirement. The arrival time may, with supervisory approval, be set at quarter-hour intervals beginning at 0645 and ending at 0800. Exceptions may be made based upon individual circumstances as approved by the Department Head. The quitting time will occur 8 1/2 hours after the arrival time selected.~~

~~b. Overtime. Hours of work officially ordered in advance by management and in excess of 8 hours in a day or 40 hours in a week are overtime work. An employee is entitled to overtime pay for overtime work in accordance with applicable provisions of law and regulation.~~

c. Absence and leave.

~~(1) Holidays. When a holiday falls on one of the days of the employee's weekly basic work requirement, the employee is entitled to 8 hours of pay for that day.~~

~~(2) Leave. Time off during an employee's basic work requirement must be charged to the appropriate leave category unless the employee is authorized compensatory time off or excused absence.~~

SECTION 6. Schedules

~~a. During open season, employees desiring to participate in an Alternative Work Schedule Program will submit a written request for the work schedules listed in Section 3 above. The request will include: the requested first and second choices for arrival times when requesting a Flexitour; or the requested first and second choices for "off" days, and 8-hour days when requesting 5-4-9.~~

~~b. Employees will inform their supervisors during open season of any desired change in their work schedule. Any desired change will be submitted in writing to the supervisor for approval and contain the applicable information noted in the paragraph above.~~

~~c. The new Schedules will be established not later than the 20th of the month and be effective the first pay period following the 20th of the month. New employees hired between open seasons may elect an AWS in accordance with the provisions contained here in within the first 10 workdays of employment.~~

~~SECTION 7. All employees working on second and third shift assignments shall receive any shift differential to which they are entitled under applicable rules and regulations.~~

~~SECTION 8. When manning a work shift other than that normally recognized, the Employer will consider volunteers expressing a willingness to work the irregular shift provided they possess the required skills and knowledge. Consistent with work requirements such assignments will be made on an equitable basis when volunteers are insufficient to meet work requirements.~~

~~SECTION 9. When employees are required to work during the normal lunch period, they will be provided an alternate lunch period or be compensated.~~

~~SECTION 10. The Employer agrees that overtime assignments shall be made in keeping with applicable regulations, instructions, and workload requirements. Except as otherwise provided by law, regulation, instruction, or this agreement, overtime pay is paid to full-time employees for work in excess of 8 hours in a day or 40 hours in a week.~~

~~SECTION 11. Consistent with required performance and skills, overtime assignments shall be fairly and equitably distributed to all employees in their work unit. Generally, employees in the work unit will be given first consideration for overtime assignments involving work they normally perform. This does not affect the Employer's right to assign work outside the work unit.~~

~~SECTION 12. In making overtime assignments, the Employer agrees to give consideration to all circumstances including the employee's personal problems. Notice of overtime will be provided as far in advance as practicable. An employee may request release from an overtime assignment. An employee should be relieved in those instances where another qualified employee is readily available for the assignment and willing to work. Overtime not worked by the employee where another qualified employee is readily available for the assignment and willing to work. Overtime not worked by the employee under the provisions of this section will be considered as overtime hours worked for the purpose of determining the equity of overtime distribution. The Employer will make overtime records available to the Union upon request. Overtime records shall reflect the actual number of hours employees are excused. Records of overtime shall be maintained for 1 year.~~

~~SECTION 13. When it is necessary for employees to return to work outside of and not connected to their scheduled work hours to perform unscheduled overtime work, they shall be paid a minimum of 2 hours overtime or compensatory time in keeping with regulations. This is frequently referred to as "call back" overtime.~~

~~SECTION 14. Where employees are not informed of overtime assignments prior to the start of the regular shift, and are required to work more than 4 hours beyond the end of the regular shift, an opportunity will be provided to obtain food and to consume it at the work site unless as may be precluded by operational necessities, safety, or emergency conditions.~~

~~SECTION 15. The Employer agrees that when an employee is required to work through lunch period, and when no other reasonable lunch period is assigned within an hour of the scheduled lunch period, the employee will be paid at his normal overtime rate or be granted compensatory time for any time in excess of 8 hours in accordance with this Article.~~

~~SECTION 16.~~

~~a. An employee may request compensatory time off in lieu of overtime pay, for irregularly scheduled overtime, and will be granted such on request based on the employee selecting one of the following options. "Irregular or occasional overtime" means overtime work that is not scheduled before the start of the employee's work week.~~

~~(1) An employee who works the "compressed work schedule" may only elect up to a limit of 18 hours of compensatory time off in lieu of overtime at any time. The employee must exhaust all hours of compensatory time off before electing additional compensatory time off; or~~

~~—(2) An employee who elects to waive the "compressed work schedule" for one quarter may elect up to 27 hours of compensatory time off in lieu of overtime during a 12 month time frame; or~~

~~(3) An employee who elects to waive the "compressed work schedule" for one half year may elect up to 36 hours of compensatory time off in lieu of overtime during a 12 month time frame; or~~

~~(4) An employee who commits not to request, or is precluded from requesting, the "compressed work schedule" for one year may elect up to 80 hours of compensatory time off in lieu of overtime during a 12 month time frame.~~

~~Requests to receive compensatory time off vice overtime beyond the above option limits will be considered. NOTE: The above options do not apply to employees working on reimbursable funding.~~

~~b. In accordance with 5 CFR 551.531, non exempt (FLSA) unit employees shall not be required to accrue compensatory time off in lieu of overtime. In accordance with 5 CFR 550.114, exempt employees whose basic rate of pay is above GS-10, step 10, may be required to accrue compensatory time in lieu of irregular or occasional overtime.~~

~~SECTION 17. Unit employees shall not be required to accumulate compensatory time for scheduled/regular overtime. Employees who are granted compensatory time in lieu of overtime must schedule and use it within 12 months. In recognition of the SECNAV policy on this matter, the Parties acknowledge employees will be charged compensatory time in lieu of annual leave, except as follows: The last 120 days of the leave year, any employee with more than 240 hours of annual leave at the time of an annual leave request will be allowed to use annual leave before compensatory time for that requested absence. Where an employee has compensatory time which comes due to be "cashed out" under the DOD 26 pay period policy during the last 120 days of that leave year, that specific amount of compensatory time will be subtracted from the number of hours of~~

~~accrued annual leave the employee has when determining whether he/she has over 240 hours on the books at the time of the leave request.~~

ARTICLE 24
ACCOMMODATIONS ON OVERNIGHT SEA TRIAL TRIPS

SECTION 1. It is recognized that accommodations and messing facilities available on overnight trial trips are impacted on by the type of vessel and the numbers and position levels of persons assigned to such overnight trips. Further, it is recognized that such accommodations may have a significant impact on employee morale. Accordingly, the Employer agrees to undertake those actions necessary to ensure that Unit employees are provided facilities commensurate with as comparable to contractor personnel assigned to the trip. The Employer agrees to notify the Union in a timely manner, normally 3 days in advance of the trip date, as to the general accommodations and messing facilities assigned to Unit employees. Any questions concerning these accommodations and facilities may be referred to the trails' coordinator for action.

SECTION 2. In connection with administration of the above, any problems requiring immediate resolutions while at sea shall be referred via the employee's chain of command to the Employer's designated Trial Coordinating Officer aboard (or to the Senior Supervisor of Shipbuilding civilian, in the event that no officer is aboard), for appropriate action.

SECTION 3. Employees assigned to duty aboard a ship underway are considered to be in a travel status whether or not in a standby status. Appropriate per diem rates will be prescribed when employees are in a travel status.

ARTICLE 25 TRAVEL PAY

SECTION 1: Consistent with governing regulations and balancing mission requirements, the extent of employee inconvenience, and the reasonableness of costs, the Employer will strive to avoid scheduling employees to travel at other than normal duty hours. Consistent with the above, the Employer agrees to make every reasonable effort to schedule travel by a single carrier via the most direct and expedient route minimizing travel outside normal working hours. If this requirement cannot be met, the Employer shall annotate on the travel request form why the traveler is required to travel during non-duty hours. Upon request, the Union will be provided a copy of the travel request form. The Employer agrees to notify the employee of scheduled travel as far in advance as possible.

SECTION 2. The Employer shall make reasonable effort to provide travelers with complete and accurate information in advance with respect to purpose of travel, duration of assignment, and mode of transportation. Consistent with governing regulations, the Employer will make a reasonable effort to accommodate the comfort and convenience of the traveler in terms of airport selection; departure and arrival times; same carrier availability through all legs of the trip; appropriate size rental car; pick-up and drop-off times, and airport hotel availability prior to early morning flights. The employee will notify the employer when travel is requested of any special requirements. The approving official will authorize a vehicle that meets all mission requirements including safety. In determining the size of vehicle (minimum size will be intermediate/midsize), consideration will be given to the number of travelers, length of mission, luggage, tools and necessary equipment, and personal attributes such as height.

SECTION 3. Use of the Government contractor-issued travel card will be in accordance with the command instruction implementing the Travel and Transportation Reform Act of 1998 once such is negotiated with the union.

SECTION 4. A standard travel order will be issued to employees when they are required to travel beyond the local commuting area. Unless emergency circumstances preclude such, orders will be given the traveler at least by the close of business on the last duty day before the trip. The traveler will annotate the date which travel orders are desired on the travel request. The local commuting area is defined as within the limits of the duty station (permanent or temporary) and the metropolitan area around that station which is ordinarily served by common carriers. However, exceptions and special needs, such as the requirement to stay in a particular lodging for a conference held within the local commuting area, may be authorized by the Supervisor or Deputy and travel orders issued.

SECTION 5. As soon as provided by the servicing disbursing office, the Employer will provide the traveler information on the travel voucher summary that contains the amount of the travel reimbursement and the date the reimbursement was deposited into the travelers financial institution.

SECTION 6. Employees are not required to use government quarters while on TDY; however, when adequate government quarters are available and the traveler opts to use other lodging, the lodging reimbursement is limited to the government quarters' cost. An evaluation form to rate the adequacy of BOQ lodging accommodations, will be included

as part of the travel orders package. Employees may submit comments on this evaluation form to Code 180 upon their return from TDY. This information will be considered in future travel arrangements. Travel in a group or on a team may at times be a requirement of the mission resulting in all travelers having to stay together in the same lodging facilities. Such requirements will be noted on the travel orders.

SECTION 7. Travel time during non-duty hours shall be compensated in accordance with existing regulations. Overtime pay will be authorized as permitted by law when an employee is traveling outside of regularly scheduled work hours for time spent during travel to attend an event which is located in another city and is sponsored or scheduled by a non-governmental organization or private industry which cannot be controlled administratively by the government. Members of the Unit who perform work officially approved beyond the regularly scheduled work day while on temporary additional duty shall be paid for such overtime in accordance with applicable laws and regulations.

ARTICLE 26
COMMITTEE REPRESENTATION

SECTION 1. The Union shall have membership on the following committees:

- a. Parking;
- b. Equal Employment Opportunity/Human Resource Management Committee; and
- c. Employees Activities Association

SECTION 2. All committee representatives shall be governed in the performance of their duties by the guidelines prescribed for each committee. Committee representatives will be fully indoctrinated as to the scope of the committee's operation and their responsibilities. They shall be provided any necessary printed matter regarding the committee's operation.

SECTION 3. For committees in which Union participation is mutually desired, the Union may submit a maximum of three nominees for committee membership. The Employer shall select one of the nominees for committee membership.

ARTICLE 27 CIVIC RESPONSIBILITY

SECTION 1. The Employer and the Union mutually agree that employees in the Unit will be encouraged to participate in approved charity drives; however, in no instance shall the Employer or the Union exercise pressure on any employee to contribute to a charity to which the employee does not wish to contribute, nor will any reprisal action be taken against an employee who refrains from contributing. It is agreed that the principle of true voluntary giving to approved fund raising campaigns shall be upheld.

SECTION 2. The Union and the Employer mutually agree to encourage all employees to exercise their right to vote. Employees working the regular day shift and eligible for and intending to vote in any National, State or municipal elections or referendums, shall be excused without loss of pay or charge to leave, where the polls are not open at least 3 hours either before or after the employee's regular hours of work.

SECTION 3. An employee whose place of voting is beyond the normal commuting distance and in a location where absentee ballots are not permitted may be excused, not to exceed 1 day, for the necessary trip. Time in excess of 1 day must be charged to leave, but the Employer shall observe a liberal leave policy for this purpose. Employees who do not intend to vote are not entitled to such time off.

SECTION 4. Excused time to register will be granted on substantially the same basis as for voting, except that no time allowed shall be granted if registration can be accomplished on a nonworkday or during nonduty hours.

ARTICLE 28
DELIVERY OF PAY CHECKS

SECTION 1. Delivery of Paychecks - The Employer encourages employees to have their paychecks deposited via Electronic Fund Transfer (EFT) to a designated approved financial organization identified by the employee by completing the appropriate direct deposit form. The Defense Finance and Accounting System (DFAS) guarantees the delivery of an employee's paycheck deposited via EFT into a financial organization every other Friday. However, if the employee elects not to use EFT, paychecks may be mailed directly to the employee's designated address. DFAS can not guarantee the delivery of paychecks through the postal system. In the event of a lost paycheck, the Employer will make a conscientious effort to assist an employee in obtaining a successor check in the shortest possible time.

ARTICLE 29

DEDUCTION OF UNION DUES

SECTION 1. The Employer agrees that union dues may be deducted from the employee's paychecks pursuant to a voluntary, written authorization by the member of the Unit for the payment of dues through payroll deduction in accordance with the approved voluntary dues deduction agreement between the Employer and the Union. To ensure the smooth functioning of the, program for voluntary allotments for payment of dues, the following outlines the responsibilities of the Parties concerned and the procedures to be followed:

a. The Union is responsible for purchasing the standard allotment form prescribed by the Comptroller General, SF-1187 "Request For Payroll Deductions For Labor Organization Dues", distributing it to its members, certifying as to the amount of its dues, its voluntary nature, and the uses and availability of the required form.

b. The Union will deliver completed forms authorizing the deduction of dues to the Financial Management Department, SUPSHIPNN, for payroll processing. The Financial Management Department will forward a copy to the Human resources Office.

c. The Union shall immediately notify the Activity in writing when any member of its organization that is participating in the dues deduction program is expelled or for any reason ceases to be a member in good standing.

SECTION 2. An allotment for the deduction of an employee's labor organization dues may be terminated voluntarily by the employee through submission of the SF-1188, "Cancellation Of Payroll Deductions For Labor Organization Dues" or other written revocation request properly executed in duplicate by the individual employee. The SF-1188 is available from the Human Resources Office at SUPSHIPNN. The employee completes the SF-1188, presents to the Human Resources Office for verification of the anniversary date of union membership and takes it to the Financial Management Department for processing.

SECTION 3. A termination of allotment in the section above shall be effective on the anniversary date of dues sign up. If neither the Financial Management Department of the Human Resources Office at SUPSHIPNN no longer has access to any record of the sign up date, the employee will be referred to the union. If the union does not have a record of this date either, the employee's revocation date will be the next pay period.

ARTICLE 30
PARKING

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

ARTICLE 31
MISCELLANEOUS

SECTION 1. The Employer shall supply adequate protective equipment and clothing in accordance with current directives. A reasonable number of coveralls will be made available for use on a case basis when visiting dirty areas in performance of their work assignments. The Employer will have these coveralls laundered when required.

SECTION 2. The Employer agrees to distribute to the Union, as soon as practicable, a copy of command notices and instructions that affect working conditions or benefits of any member of the Unit.

SECTION 3. The Employer will furnish the Union, upon written request, cost free, normally on an annual basis, roster of the names, position titles, and grades of Unit employees.

ARTICLE 32 DURATION AND AMENDMENTS

SECTION 1. This Agreement shall remain in full force and effect for a period of 2 years from the date of approval by the Secretary of Defense. This Agreement shall be renewed automatically for a 1-year period if neither party requests renegotiations in keeping with the provisions of Section 2.

SECTION 2. Should one of the parties choose not to extend the Agreement but rather renegotiate a new Agreement, the following shall apply:

a. The party desiring to renegotiate the agreement (moving party) shall provide two copies of its proposed contract along with its request to renegotiate to the responding party.

b. The party receiving the request to renegotiate shall submit counter proposals/proposals to the moving party within 30 days of the receipt of the request to renegotiate.

c. The parties shall meet to begin negotiation at a mutually convenient time but within 30 days of the receipt of the counterproposal submitted by the responding party.

SECTION 3. This Agreement is subject to opening for amendment or change as follows:

a. amendments or change(s) that may be required by law.

b. by mutual consent of the parties.

SECTION 4. When one of the parties desires to open the Agreement for amendment, a written request shall be submitted to the other party indicating the specific articles(s) and section(s) wishing to be amended, the reason(s) therefore, and the language proposed. The parties shall meet within 30 calendar days of the receipt of the request to discuss the proposal to renegotiate. If the parties agree that the opening is warranted, they shall make arrangements to negotiate amendments as appropriate.

SECTION 5. When the renegotiation of this Agreement is pending or in the process, and the parties are unable to complete such renegotiation by the terminal date of the Agreement due to proceedings involving a negotiability dispute, a negotiation impasse, or a question of representation, involving employees in the Unit, the terms and conditions of this Agreement shall be continued until resolution of the dispute or issue.

ARTICLE 33 UNION FACILITIES

SECTION 1. The Employer will provide the Union an office of reasonable privacy and convenience. Furniture and facilities will consist of a desk, chair, and phone line. The part-time use of an adjoining conference room will also be permitted.

SECTION 2. The Employer agrees to consider union requests for the use of SUPSHIPNN facilities for union meeting purposes on and as needed, as available basis. Upon such request, facilities of the activity will be made available, to the extent possible, for meetings of the Union for the conduct of internal affairs outside regular working hours, subject to prescribed security requirements consistent with pertinent circumstances of the subject meeting.

SECTION 3. The Union will be assigned one regular size vehicle parking space for exclusive use by Union officials in carrying out their representational duties. The Union shall have one member to be appointed by the Conference Committee to participate on the SUPSHIPNN Parking Committee chaired by Code 180.

SECTION 4. The Union will be assigned one regular size personal locker for exclusive use by Union officials for stowage of clothing/personal effects.

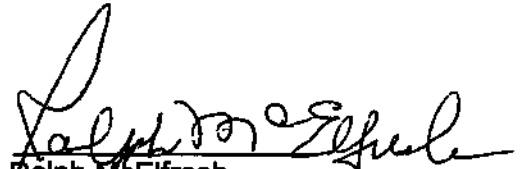
In witness whereof, the Parties have entered into this Agreement on this 18th day of July 2000.

FOR THE EMPLOYER

FOR IFPTE LOCAL NO 1



J. A. Brooks, CAPT, USN
Supervisor of Shipbuilding,
Conversion and Repair, USN
Newport News, Virginia 23607

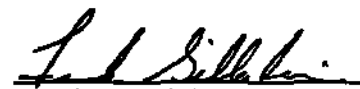


Ralph McElfresh
Business Representative
International Federation of
Professional and Technical
Engineers, Local No. 1



Patricia Warner

Negotiating Members



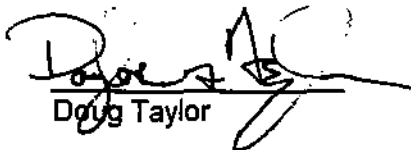
Frank Gillerlain



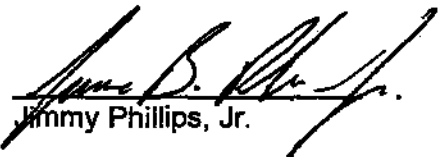
Nick D'Amato



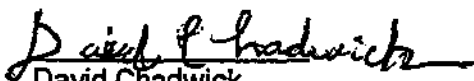
Dave Powell



Doug Taylor



Jimmy Phillips, Jr.



David Chadwick


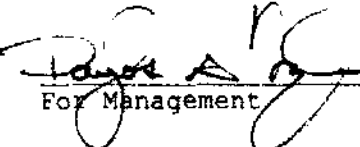
Approved by **DOD** 17 August 2000

Effective Date 17 August 2000

MEMORANDUM OF UNDERSTANDING

The Supervisor of Shipbuilding, Conversion and Repair, Newport News, Virginia and the International Federation of Professional and Technical Engineers, Local 1 agree to the following:

1. Upon issuance, SUPSHIPNNINST 12335.2C will replace SUPSHIPNNINST 12335.2B.
2. SUPSHIPNNINST 12335.2C will be the governing Merit Staffing instruction as referenced in Article 12, "Merit Staffing" in the parties' negotiated agreement.


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

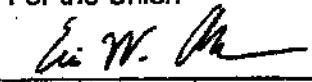
MEMORANDUM OF UNDERSTANDING


Encl: (1) IFPTE Contract, Article 23 (Hours of Work), dated 03 March 2005

The Supervisor of Shipbuilding, Conversion and Repair, USN, Newport News, Virginia and the International Federation of Professional and Technical Engineers, Local 1 agree to the following:

The enclosed article will be used in lieu of Article 23, "Hours of Work" in the parties' negotiated agreement. The Union will be informed of any subsequent changes in the hours of work process, as it relates to IFPTE Union eligible employees, and will be afforded the opportunity to negotiate regarding the change.

 3/2/05
Robert J. Howell /Date
For the Union

 3/3/05
Eric W. Amundsen /Date
For the Union

 3/2/2005
Robert D. Southard /Date
For Management

ARTICLE 23

HOURS OF WORK

SECTION 1. The administrative workweek is established as the 7-day calendar week beginning at 0001 Sunday and ending at 2400 Saturday. The basic workweek will normally consist of five 8-hour days, Monday through Friday.

SECTION 2. Employees may elect to participate in any one of the following work schedules under the terms and conditions outlined in this negotiated agreement:

a. The 5-4-9 Work Schedule. The 5-4-9 consists of a pay period of 8 days of 9 hours each and 1 day of 8 hours for a total of 80 hours worked, leave, holiday time or any combination thereof. The employee's workday shall include the core hours as defined below.

b. Flexitour. The flexitour will normally consist of five 8-hour days, Monday through Friday. The employee's workday shall include the core hours as defined below.

SECTION 3.

a. In lieu of the Basic Workweek, an employee may choose an Alternative Work Schedule (AWS); i.e., a FLEXITOUR schedule or a 5-4-9 Compressed Work Schedule (CWS). The Employer intends for AWS to apply to all Unit employees. However, work requirements, SUPSHIPNN obligations to the contractor, and unique skill requirements for certain jobs may preclude individual participation.

b. Participation in any AWS will be on a voluntary basis. Based on a written request from an eligible employee, he or she may be included in the requested plan. Voluntary withdrawals from an AWS may be approved for personal hardships or work related reasons on a case by case basis and may be accomplished at the beginning of the next pay period.

c. Whenever a position change occurs as a result of transfer, reassignment, promotion or other personnel action, the employee will come off of the AWS on the effective date of the change. If the position change is at the election of the employee, the employee will be treated as the least senior employee for the purpose of setting up his work schedule. If the position change is at the election of the command, seniority shall be used for the purpose of resolving work schedule conflicts.

d. The Employer will notify the affected employee(s) as much in advance as possible prior to the beginning of the next administrative workweek when a change in schedule is required, unless such notice will result in a serious handicap in function or substantial increased costs to the Employer. The need for such changes will be documented for the record. Denial of an employee's participation, involuntary removal of an employee, and/or denial of a request for voluntary withdrawal from AWS shall be based on workload consideration.

e. When it is known in advance of the start of the pay period that an employee's work hours must be changed due to workload requirements, the employee may be temporarily removed from his normal AWS in order to support the Command's mission.. Employees will be returned to the AWS plan participation at the start of the pay period immediately following completion of the assignment.

f. When it is not known in advance of the start of the pay period that employees will be given an assignment for a period of time which is less than a full pay period, they will remain on their approved tour of duty for the pay period. While away from the duty station, employees will work the hours required at the site being visited and will be credited with the hours required by their approved schedule. When employees are in a travel status on their scheduled day "off", the "off", day will be shifted when practicable, to another day in the pay period. If it is not practicable, employees will be credited with compensatory time or paid overtime as appropriate in accordance with regulations. In addition, the 5-4-9 eight (8) hour workday may be shifted to more closely agree with the actual hours to be worked if necessary.

SECTION 4.

The 5-4-9 Plan

a. The regularly scheduled administrative workweek will still be in the calendar week of Sunday through Saturday. A full-time employee has a 9-day bi-weekly basic work requirement. On 8 of the 9-workdays, the employee has a 9-hour daily basic work requirement; on the ninth day, the employee has a 8-hour basic work requirement.

b. The employee shall request a tour of duty, which shall specify an 8-hour day, a day-off and hours of work. The employee's tour of duty is subject to supervisory approval. The basic workweek will continue to be Monday through Friday.

SECTION 5. Flexitour.

a. Under flexitour, a full time employee has an 8-hour daily basic work requirement, a 40 hour weekly basic work requirement and an 80 hour biweekly work requirement. The employee's workday shall include the core hours of 0845 to 1515. Exceptions may be made based upon individual circumstances as approved by the Department Head. The Flexitour workday shall end 8 1/2 hours after the arrival time selected.

b. Overtime. Hours of work officially ordered by management and in excess of 8 hours in a day or 40 hours in a week are overtime work. An employee is entitled to overtime pay for overtime work in accordance with applicable provisions of law and regulation.

c. Absence and leave.

(1) Holidays. When a holiday falls on one of the days of the employee's weekly basic work requirement, the employee is entitled to 8 hours of pay for that day.

(2) Leave. Time off during an employee's basic work requirement must be charged to the appropriate leave category unless the employee is authorized compensatory time off or excused absence.

SECTION 6. Schedules

a. Employees desiring to participate in an Alternative Work Schedule Program will submit a written request for the work schedules listed in Section 3 above. The request will include: the requested first and second choices for arrival times when requesting a Flexitour, or the requested first and second choices for arrival times, the requested first and second choices for "off" days, and 8-hour days when requesting 5-4-9.

b. Employees will inform their supervisors of any desired change in their work schedule. Any desired change will be submitted in writing to the supervisor for approval and contain the applicable information noted in the paragraph above. With respect to such employee initiated changes, the employee will be treated as the least senior employee for the purpose of setting up his work schedule. All new schedules and schedule changes shall require supervisory approval.

c. Subject to supervisory approval, employees may elect to have their scheduled day off on any day of the workweek. Two or more employees may have the same day off subject to supervisory approval.

d. Each workday shall include the core hours from 0845 til 1515. This includes 1/2 hour lunch from 1155 to 1225. The scheduled 9 hour days shall end 9 ½ hours after the arrival time selected, the scheduled 8 hour day shall end 8 ½ hours after the arrival time selected.

e. Overtime. Work officially ordered by management and performed outside an employee's compressed work schedule and in excess of the scheduled work hours in a day or 40 hours in a week is overtime work. An employee is entitled to overtime pay for overtime work in accordance with applicable provisions of law or regulation.

f. Absences and leave.

(1) Holidays. Employees shall be given credit for the same number of work hours for a holiday that they would normally receive if the holiday was a workday. For example, a holiday falls on Friday. The employee normally works a 9-hour day on that Friday. Therefore the employee shall receive credit for a 9-hour holiday.

(a) When a holiday falls on an employee's CWS Day-Off and the observed holiday falls on a Friday, the Thursday prior to the observed holiday shall become the employee's CWS Day-Off.

(b) When the observed holiday is not a Friday, the next regularly scheduled workday after the holiday shall become the employee's CWS Day-Off.

(2) Leave. Time off during an employee's basic work requirement must be charged to the appropriate leave category unless the employee is authorized compensatory time off or an excused absence. Additionally, an employee on a 5-4-9 plan who takes one day of annual leave will be charged leave for the number of hours (8 or 9) scheduled to be worked that day.

(3) Except as provided elsewhere herein, the scheduled CWS Day-Off and the 8-hour day remain as declared in the employee's tour of duty throughout the participation period but maybe changed on a case-by-case basis with approval of the supervisor. In the interest of effectiveness, schedules will be arranged to minimize absenteeism on any particular workday.

SECTION 7. All employees working on second and third shift assignments shall receive any shift differential to which they are entitled under applicable rules and regulations.

SECTION 8. When manning a work shift other than that normally recognized, the Employer will consider volunteers expressing a willingness to work the irregular shift provided they possess the required skills and knowledge. Consistent with work requirements, such assignments will be made on an equitable basis when volunteers are insufficient to meet work requirements.

SECTION 9. When employees are required to work during the normal lunch period, they will be provided an alternate lunch period or be compensated.

SECTION 10. The Employer agrees that overtime assignments shall be made in keeping with applicable regulations, instructions, and workload requirements. Except as otherwise provided by law, regulation, instruction, or this agreement, overtime pay is paid to full-time employees for work in excess of 8 hours in a day or 40 hours in a week.

SECTION 11. Consistent with required performance and skills, overtime assignments shall be fairly and equitably distributed to all employees in their work unit. Generally, employees in the work unit will be given first consideration for overtime assignments involving work they normally perform. This does not affect the Employer's right to assign work outside the work unit.

SECTION 12. In making overtime assignments, the Employer agrees to give consideration to all circumstances including the employee's personal issues. Notice of overtime will be provided as far in advance as practicable. An employee may request release from an overtime assignment. An employee should be relieved in those instances where another qualified employee is readily available for the assignment and willing to work. Overtime not worked by the employee under the provisions of this section will be considered as overtime hours worked for the purpose of determining the equity of overtime distribution. The Employer will make overtime records available to the Union upon request. Overtime records shall reflect the actual number of hours employees are excused. Records of overtime shall be maintained for 1 year.

SECTION 13. When it is necessary for employees to return to work outside of and not connected to their scheduled work hours to perform unscheduled overtime work, they shall be paid a minimum of 2 hours overtime or compensatory time in keeping with regulations. This is frequently referred to as "call back" overtime.

SECTION 14. Where employees are not informed of overtime assignments prior to the start of the regular shift, and are required to work more than 4 hours beyond the end of the regular shift, an opportunity will be provided to obtain food and to consume it at the work site unless it is precluded by operational necessities, safety, or emergency conditions.

SECTION 15. The Employer agrees that when an employee is required to work through lunch period, and when no other reasonable lunch period is assigned within an hour of the scheduled lunch period, the employee will be paid at his normal overtime rate or be granted compensatory time for any time in excess of 8 hours in accordance with this Article.

SECTION 16.

a. An employee may request compensatory time off in lieu of overtime pay, for irregularly scheduled overtime, and will be granted such on request based on the employee selecting one of the following options. "Irregular or occasional overtime" means overtime work that is not scheduled before the start of the employee's work week.

(1) An employee who works the "compressed work schedule" may elect up to a limit of 18 hours of compensatory time off in lieu of overtime at any time. An employee may earn an additional 18 hours of compensatory time. However, management may require the employee to work an equal number of hours of overtime concurrent with the accrual of the additional 18 hours of compensatory time. The maximum balance of compensatory time hours accrued shall be 36 hours; or

(2) An employee who voluntarily foregoes a "compressed work schedule" for one year or is denied the election of a "compressed work schedule" due to workload requirements, may elect to earn up to 80 hours of "compensatory time off", in lieu of overtime, during a 12 month time frame. Requests to receive "compensatory time off" vice overtime beyond the above option limits will be considered. NOTE: The above options do not apply to employees working on reimbursable funding.

b. In accordance with 5 CFR 551.531, non-exempt (FLSA) unit employees shall not be required to accrue compensatory time off in lieu of overtime. In accordance with 5 CFR 550.114, exempt employees whose basic rate of pay is above GS-10, step 10, maybe required to accrue compensatory time in lieu of irregular or occasional overtime.

SECTION 17. Unit employees shall not be required to accumulate compensatory time for scheduled/regular overtime. Employees who are granted compensatory time in lieu of overtime must schedule and use it within 12 months. In recognition of the SECNAV policy on this matter, the Parties acknowledge employees will be charged compensatory time in lieu of annual leave, except as follows: The last 120 days of the leave year, any employee with more than 240 hours of annual leave at the time of an annual leave request will be allowed to use annual leave before compensatory time for that requested absence. Where an employee has compensatory time which comes due to be "cashed out" under the DOD 26 pay period policy during the last 120 days of that leave year, that specific amount of compensatory time hours will be subtracted from the number of hours accrued annual leave the employee has when determining whether he/she has over 240 hours on the books at the time of the leave request.

Memorandum of Agreement

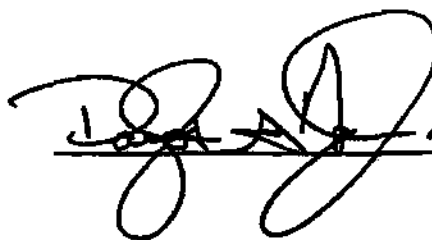
Between

**The Supervisor of Shipbuilding, Conversion and Repair, USN,
Newport News, Virginia and the IFPTE 1**

The IFPTE 1 and the Supervisor of Shipbuilding, Conversion and Repair, USN, Newport News, Virginia have completed negotiating the impact and implementation of the transition from CHART/RESUMIX to USAJOBS/USA Staffing and agree to the following:

1. The Employer agrees to allow employees to make use of their government computer resources to access their resumes on USAJOBS. Employee personal use of government communications systems, such as the internet for brief periods is allowable when it is determined that the performance of official duties is not adversely affected, the mission of the organization is not adversely affected, and the use is of reasonable duration and frequency (and whenever possible, made during the employee's personal time, such as lunch or after duty hours), and it does not overburden the communication system.
2. The parties agree that accessing the USAJOBS system is a function that is inherently beneficial to the employee and should generally be accomplished on the employee's personal time. In addition, accessing the system only requires internet capability which can be accomplished on a personal computer.
3. Attached is an updated INFOLINE template which will be used for announcing SUPSHIPNN positions. It includes a direct link to the announcement as well as links to the USAJOBS and the USAJOBS tutorials. In addition, the name and phone number of the servicing HRO staffing specialist is included. Employees can contact the identified staffing specialist for assistance when applying for a SUPSHIPNN position through USAJOBS.
4. The parties agree that implementation for Supervisor of Shipbuilding, Conversion and Repair, Newport News, Virginia will be effective 23 May 2011.

For the Employer:


5 May 2011

For the Union:


5 MAY 2011

YEAR-##
Date



THE HUMAN RESOURCES OFFICE, NORFOLK
YORKTOWN SATELLITE OFFICE

HIRO INFO LINE

SAMPLE SUPSHIP VACANCY NOTICE

OPEN ANNOUNCEMENT POSTED ON USAJOBS

Effective 23 May 2011, SUPSHIPNN transitioned from the CHART/STAIRS application system to a more streamlined process using USAJOBS.

This Info Line serves as notice of an open announcement on the USAJOBS web site for a current SUPSHIPNN vacancy. Specific information about the vacant position is included below. In order to be considered for this vacancy, an employee must apply to the specific announcement posted on the USAJOBS web site which can be accessed at the following link and will be open for a minimum of 10 workdays from the opening date: (specific link to announcement will be provided)

The direct link to the USAJOBS web site can be accessed at the following link: <http://www.usajobs.gov/>

The direct link to various tutorials about the USAJOBS application process can be accessed at the following link: <http://www.usajobs.gov/EL/tutorials.asp#cc>

The area of consideration is current permanent SUPSHIPNN employees and current permanent Department of Navy employees nationwide.

Mechanical Engineer
GS-0830-12
Code 264

Duty Location – Newport News, VA

Duties: Serves as a specialist and technical advisor responsible for maintaining surveillance, reviewing, evaluating and accepting design concepts, final designs and working plans for major and complex main propulsion and auxiliary machinery and related equipments and systems developed by the contractor for installation aboard naval combat ships under construction or overhaul such as aircraft carriers and submarines. Such mechanical systems include, but are not limited to, main propulsion turbines, reduction gears, turbine generators, evaporator systems, auxiliary machinery, bearings, propellers, pumps, etc.

NOTE: This position is part of the Federal acquisition workforce. Accordingly, the provisions of the Defense Acquisition Workforce Improvement Act (DAWIA) apply. The DAWIA category for this position is Production, Quality and Management and the certification level required is I.

If you have any questions, please call Michelle Phillips at (757) 887-4808.

\\s\\
DEBRA W. BAYTON

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



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

IN REPLY REFER TO:

SUPSHIPNNINST 12335.2C
Code 180
26 OCT 2004

SUPSHIPNN INSTRUCTION 12335.2C

Subj: MERIT STAFFING PROGRAM

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

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

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

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

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

4. Policy

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

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

(1) To bring to the attention of the selecting officials/management, on a timely basis, the best qualified candidates from whom to choose;

(2) To give employees an opportunity to receive fair and equal consideration for higher level jobs, with appropriate consideration being given to in-house recruitment;

(3) To assure the maximum utilization of employees;

(4) To provide an incentive for employees to improve their performance and develop their skills, knowledge, and abilities;

(5) To provide attractive career opportunities for employees.

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

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

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

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

(1) Servicing Human Resources Office (HRO)

(a) Administer all aspects of the merit staffing program and ensure compliance with the provisions of this instruction.

(b) Continuously monitor and evaluate the merit staffing program and bring about revisions as appropriate.

(c) Develop and conduct appropriate training programs designed to ensure full understanding of the merit staffing program concept by managers and employees.

(d) Ensure that adequate records are provided to the HRSC for maintenance.

(e) Keep employees updated on merit promotion issues and procedures.

(2) Line managers and supervisors

(a) Lend full support to the operation of the program, making staff available to serve on selection panels when needed and perform other duties as appropriate;

(b) Encourage and assist in employee self-development as well as providing, to the extent practicable, formal or informal training and development opportunities to employees;

(c) Exercise objective judgment in the appraisal and selection of employees for advancement;

(d) Assist in the dissemination of information about this program in general and about specific promotional opportunities in particular; and

(e) Inform subordinates, on a regular basis, of the provisions outlined herein, in order to assure that employees have a full understanding of the merit staffing procedures.

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

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

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

(1) Reassignment, transfer or demotion to a position with more known promotion potential than a position previously held on a non-temporary appointment in the competitive service;

(2) Transfer of a non-DON employee to a higher graded position;

(3) Reinstatement to a higher grade than one attained in a non-temporary appointment in the competitive service;

(4) Selection for training that is a prerequisite for promotion;

(5) Temporary promotions that exceed 120 days unless the selectee has previously held the grade level on a permanent basis;

(6) Selection for detail for more than 120 days to either a higher graded position or to a position with known promotion potential; and

(7) Selection of a person from the Reemployment Priority List for a position at a higher grade than that from which separated.

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

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

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

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

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

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

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

(4) Temporary promotions for 120 days or less.

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

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

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

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

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

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

(11) The appointment of a VRA eligible.

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

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

7. Procedures for locating candidates

a. Area of consideration (AOC)

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

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

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

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

(d) Reinstatement

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

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

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

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

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

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

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

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

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

a. Vacancy announcement

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

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

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

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

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

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

b. Management identification of candidates (MIC)

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

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

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

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

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

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

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

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

a. Applicant is outside the area of consideration.

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

11. Evaluation of STAIRS/CHART candidates

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

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

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

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

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

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

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

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

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

d. Notification to applicants

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

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

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

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

a. Promotion

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

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

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

- c. Overseas - within 45 days.

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

13. Employee questions, complaints, and grievances

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

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

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

14. Disclosure of Merit Staffing and MIC Information

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

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

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

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

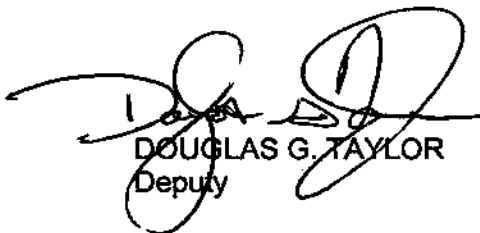
(2) the applicant's standing among the candidates;

(3) their strengths and weaknesses; and

(4) suggestions for improvement.

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

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



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GLOSSARY

1. **Agency:** As used in this guide is any department or independent establishment of the federal government, including a government-owned or controlled corporation. The Departments of Army, Navy, and Air Force are considered to be individual agencies, unless otherwise stated.
2. **Detail:** A detail is a temporary assignment to a different position, or to unclassified duties, for a specified period when the employee is expected to return to his or her regular duties at the end of the assignment. (An employee who is on detail is considered for pay and strength count purposes to be permanently occupying his or her regular position.)
3. **Excepted service:** Those positions within the federal civil service exempted from normal competitive staffing requirements by law or government wide regulation.
4. **Promotion:** For positions under the same type job classification system and pay schedule, a promotion changes the employee to a higher grade level or makes permanent a temporary promotion.

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

5. **Realignment:** The movement of an employee and employee's position when an organization change (such as reorganization or transfer of function) occurs, the employee stays in the same agency, and there is no change in the employee's position, grade, or pay.
6. **Reinstatement:** The noncompetitive hiring of a former federal employee at a rate not higher than previously held, who: (a) previously attained a career status; (b) has veterans' preference and previously attained career-conditional status as a civilian employee in any federal agency; or, (c) who does not have veteran's preference and separated from the government service within the past three years.
7. **Transfer:** Is a movement from a permanent competitive service appointment in another agency without a break in service.
8. **30% or more disabled veteran:** Individuals who have retired from active military service with a disability rating of 30 percent or more; or, who have been rated by the Department of Veterans Affairs (DVA) within the preceding year as having a compensable service-connected disability of 30 percent or more. Such a veteran has special hiring provisions above and beyond other veterans.
9. **Veterans' Employment Opportunity Act (VEOA):** Addresses special hiring authorities for: (a) veteran who is preference eligible; or (b) veteran who separated from the armed forces under honorable conditions following three years or more of continuous active service.

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

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

UPWARD MOBILITY PROGRAM

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

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

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

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

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

4. Definitions

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

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

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

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

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

5. Eligible employees

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

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

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

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

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

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

a. The EEO Office will:

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

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

- (3) Ensure effective publicity of the UMP.
- (4) Develop information for the reporting requirements on UMP activities.
- (5) Make recommendations for areas and occupations where the creation of UMP positions will enhance command goals.
- (6) Cooperate with management officials in efforts to eliminate employee or management problem areas which may impede the UMP.

b. Training Coordinator will:

- (1) Administer the Navy-wide Training Agreement.
- (2) Provide UMP participants and supervisors with information and guidance on assignments and developmental experience appropriate to the target-position.
- (3) Provide career counseling to supervisors and program participants regarding training requirements for specific occupational areas.
- (4) Prepare and/or furnish necessary information for inclusion in the participants' training folders.
- (5) Make sure guidelines and instructions are developed for use by managers and supervisors in implementing an UMP, and ensure training is provided to management officials.
- (6) Assist participants and supervisors in the preparation of UMP development/training plans.

c. The HRO will:

- (1) Make sure a merit-based selection system is used to select program participants, including development of appropriate crediting plans.
- (2) Develop appropriate forms to be used in the program (applications, vacancy announcement, evaluation forms, etc.).
- (3) Identify appropriate target positions, position requirements, selection systems and career ladder elements.
- (4) In cooperation with the EEO Office, the HRO will:
 - (a) Assist manager in restructuring positions to form bridge positions and in developing trainee position descriptions.
 - (b) Identify opportunities for job restructuring as part of position management reviews as well as on individual position review basis.

d. Department heads, supervisors and managers will:

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

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

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

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

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

(6) Provide job-related counseling to employees.

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

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

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

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

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

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

(1) An EEO Office representative or designee,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. The employee's tour of duty may be temporarily changed to include the hours for which the training is scheduled. Procedures for changing tours of duty must be followed.
- b. Employees may request compensatory time in lieu of overtime pay in accordance with applicable regulations.

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

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

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

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

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

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

Attachment A

UPWARD MOBILITY PROGRAM SELECTEE TRAINING AGREEMENT

Employee name _____

Trainee position _____

Target position _____ (DoN Training Agreement)

Target position _____ (Merit Promotion Procedures)

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

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

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

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

EMPLOYEE SIGNATURE DATE

TRAINING COORDINATOR SIGNATURE DATE

Attachment A (continued)

UPWARD MOBILITY PROGRAM TRAINING PLAN

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

8. Supervisor: _____

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

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

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

b. On-the-job assignments.

c. The following self-development activities are encouraged:

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

Trainee's Signature/Date

Supervisors Signature/Date

Reviewing Official's Signature/Date

Training Coordinator Signature/Date

Attachment B

TRAINEE PROGRESS REPORT EVALUATION SHEET

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

Trainee's name _____ Code _____ Ext. _____

Entrance series and grade _____

Target series & grade _____

TRAINEE'S COMMENTS

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

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

SUPERVISOR'S SIGNATURE _____ DATE _____

***USE ADDITIONAL SHEETS IF NECESSARY

SUPERVISOR'S COMMENTS

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

1. Task: _____

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

2. Task: _____

a. Performance rating: _____

3. Task: _____

a. Performance rating: _____

4. Task: _____

a. Performance rating: _____

5. Task: _____

a. Performance rating: _____

SUPERVISOR'S SIGNATURE _____ DATE _____

16 July 2004



SAMPLE SUPSHIP VACANCY NOTICE

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

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

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

Supv. General Engineer

GS-801-14

Code 1820 – One Vacancy

Duty location – Chesapeake, VA

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

HUMAN RESOURCES OFFICE, NORFOLK
YORKTOWN SATELLITE OFFICE

HR INFO LINE

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

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

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

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

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

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

DONNA ANN JOHNSON

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

SAMPLE FOR
MANAGEMENT IDENTIFICATION OF CANDIDATES
SOLICITATION OF INTEREST

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

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

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

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

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

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

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

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

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

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

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

NAMES OF POTENTIAL CANDIDATES CONSIDERED FOR POSITION:

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

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

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

CANDIDATE WAS SELECTED ON THE FOLLOWING CRITERIA OR FACTS:

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

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

Selecting Official signature and date

MANAGEMENT IDENTIFICATION OF CANDIDATES
DOCUMENTATION SHEET

POSITION FILLED:

SELECTEE:

DATE OF SELECTION:

AREA OF CONSIDERATION:

NAMES OF POTENTIAL CANDIDATES CONSIDERED FOR POSITION:

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

CANDIDATE WAS SELECTED ON THE FOLLOWING CRITERIA OR FACTS:

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

Selecting Official signature and date

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

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

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

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

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

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

Memorandum of Agreement

MIC Process

AND Deposited

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

Mr. Bridges
NAIL Representative

4-19-10
Date

Robert G. Howell
IFPTE Representative

4/19/10
Date

Loise Butch
Code 180 Representative

4/16/10
Date

MANAGEMENT IDENTIFICATION OF CANDIDATES SOLICITATION OF INTEREST

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

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

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

+ rec'd w/in 5 working days.

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

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

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

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

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

MIC Verification - RPA#

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

Closing Date: 30 April 2010

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

Printed Name

Printed Name

Printed Name

Printed Name

Printed Name

Printed Name

Printed Name

Printed Name

Signature

Printed Name

Date

Time

Signature

Printed Name

Date

Time