



NEGOTIATED BARGAINING AGREEMENT

BETWEEN

(ILLEGIBLE)

AND

FRATERNAL ORDER OF POLICE

LOCAL F-1

**1994**

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**ARTICLE I**

**RECOGNITION AND UNIT DESIGNATION**

Section 1: The Employer hereby recognizes that the Union is the exclusive representative of all employees in the unit as defined Section 2 below, and the Union hereby recognized the responsibilities of the representing the interest of all such employees without regard to labor organization membership, subject to the express limitations set forth elsewhere in this agreement.

Section 2: The unit to which this AGREEMENT is applicable is composed of all non-supervisory Police officers of the Police Services Division, Command Security Department, Philadelphia Naval Shipyard.

**ARTICLE II**

**PROVISIONS OF LAW AND REGULATIONS**

Section 1: In the administration of all matters covered by this AGREEMENT, the parties are governed by the existing and future laws and the regulation of appropriate

authorities; by published policies and regulations of the Department of Defense and the Department of the Navy in existence at the time this Agreement was approved; and by subsequently published Department of Defense and the Department of Navy regulations and policies required by law or by the regulations of appropriate authorities or authorized by the terms of a controlling agreement at a higher agency level.

Section 2: If any terms or provision of this agreement is rendered or declared illegal, invalid, or in violation of any of the above rules or regulations, all other provisions hereof shall not be affected thereby. Before revising any such instructions/ regulation, the Employer will present the proposed change to the Union and establish a reasonable deadline for a response. Should the Union not present any comment and/or proposals for negotiation by the deadline, the change shall be adopted as proposed by the Employer. However, in such a contingency, the parties shall meet promptly and negotiate with respect to impact and implementation of the changes and appropriate arrangement for adversely affected.

employees.

Section 3: Negotiation impasses between the parties will be resolved pursuant to the provisions of Section 7119 of Title VII, i.e., First engaging the service of the Federal Mediation and Conciliation Service and, if necessary, referral of the dispute to the Federal Service Impasse Panel. Before the Federal Service Impasse Panel the parties to this agreement will state their preference for mediation/arbitration as the alternative dispute resolution mechanism for resolving the impasse.

## ARTICLE II

### PROVISIONS OF LAW AND REGULATIONS

Section 1: It is agreed and understood that pursuant to the provisions of Title VII, Federal Service Labor-Management Relations and in particular Subpart F Labor-Management and Employee Relations, Chapter 71 thereof, (hereafter "Title VII" or the "Act"), personnel policies and practices and matters affecting working conditions of employees

within the Unit which are not reserved as exclusive management rights shall be proper topics for discussion or negotiation between the parties to this Agreement. It is further agreed and understood that notwithstanding the specific rights reserved to management in Section 7106 of the Act, the parties shall have the right to discuss on or negotiate the effect of the implementation of such exclusive management rights upon the terms and provisions of this Agreement and the effect of the application of same upon members of the Unit.

Section 2: The issuance, continuance, revision, or cancellation of Shipyard instructions and notices are acknowledged functions of the Employer. However, in issuing, revisions, or canceling Shipyard Instructions and Notices relating to personnel policy, practices, and matters affecting working conditions of employees within the Unit, the Employer will discuss or negotiate with the Union to the extent required by law. The Union shall be placed on the distribution list to receive Shipyard and Navy instructions/regulations that relate to civilian personnel.

Section 3: For the purpose of this AGREEMENT, discussion means any dialogue, either oral or written, between the Employer and the Union on matters appropriate as stated in Section 1. Discussion, unlike negotiations, does not involve joint decision making, and the consultative process need not necessarily result in agreement between the Employer and the Union. Negotiations between the parties shall entail the exploration of alternative courses of action offered by either party with a view in mind of reaching the best possible approach to solve the problem at hand.

Section 4: The normal point of contact between the Union and the Employer for the purpose of discussing questions that may arise concerning the general administrative or application of this Agreement shall be: for the Union, the duly elected President or his designated representative; for the Employer, the Head, Employee and Labor Relations Decision, Code 1113, or his designated representative.

## **ARTICLE IV**

### **RIGHTS OF THE EMPLOYER**

#### Section 1:

(a) In accordance with Section 7106 of Title VII the EMPLOYER retains the right and authority --

(1) to determine the mission, budget, organization, number of the employees, and internal security practices of the Agency; and,

(2) in accordance with applicable laws --

(A) to hire, assign, direct, lay off and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(B) to assign work as closely within PD Descriptions as possible, See XVI, to make determination with respect to

contracting out, and to determine the personnel by which EMPLOYER operations shall be conducted;

(C) with respect to filling positions, to make selections for appointment from -

(i) among properly ranked and certified candidates for promotion;

(ii) or any other appropriate source; and

(D) to take whatever actions that may be necessary to carry out the Agency's mission during emergencies.

b. That nothing in this section shall preclude any Agency and any labor organization from negotiating concerning:

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

## **ARTICLE V**

### **RIGHTS OF EMPLOYEES**

Section 1: Each unit employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided in Title VII, such right includes the right:

a. to act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and

b. to engage in collective bargaining with respect to conditions of employment through Union representatives chose by Unit employees.

Section 2: Nothing in this Agreement shall require a Unit 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 for the payment of Union dues through payroll deductions as set forth in Article XXVII of this Agreement.

Section 3: The Union will accept all eligible employees as members without discrimination because of race, color, creed, national origin, sex, age, preferential or nonpreferential civil service status, political affiliation, marital status, or handicapping condition.

Section 4: Consistent with Title VII, nothing in this Agreement shall authorize participation in the management of a labor organization or acting as a representative of a labor organization by an employee if the participation or activity would result in a conflict or apparent conflict of interest or would otherwise be incompatible with law or with the official duties of that employee.

Section 5: A written copy of the duties assigned to each permanent post or patrol

will be provided to each Unit member and updated as required.

Section 6: The Employer agrees to continue providing space which is adequate for both genders of Unit employees to change clothing outside the public view. The Employer further agrees to continue to provide lockers capable of being secured.

The Employer further agrees to provide employees access to GYM facilities

## **ARTICLE VI**

### **RIGHTS OF UNION**

Section 1: The Union, as representative of the employees of the Unit, shall have the right and responsibility to present its views to the Employer on matters of concern, either orally or in writing which are appropriate for discussion in accordance with Article III of this agreement. (Matters Appropriate for Discussion)

Section 2: The Union is entitled to act for, and negotiate collective bargaining.

Agreement covering, all Unit employees.

Section 3: The Union shall be notified and shall have the right to be represented at formal discussions between Management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the Unit. It is recognized that informal discussions between Management and the employee which are of a personal nature, or which concerns problems personal to the employee do not fall in the above category.

Section 4: The Union shall have the right to be represented at any examination of an employee in the unit by a representative of the Union in connection with an investigation if (1) the employee has a reasonable belief that the examination may result in disciplinary action against the employee and (2) the employee requests representation. The Employer will annually inform employees of this right in accordance with Section 7114(2) of Title VII.

## **ARTICLE VII**

### **UNION REPRESENTATION**

Section 1: The Employer agrees to recognize the officers of the Union, and all directors duly designated by the Union. The number of directors will be based on the ratio of one (1) for every forty (40) employees in the unit, but will not number less than one director for each watch (Platoon), the marine unit contingent and the K-9 unit. It is agreed and understood that each director has the authority to speak for the Union.

Section 2: The Union shall furnish and maintain with the Employer a current list of all officers and directors of the Union and the work areas in which they represent employees. It is understood that the Chief of Police of his designee is authorized to speak for the Employer and conduct business with the Union under this Agreement.

Section 3: The Employer agrees that officers of the Union, National Officers of the Fraternal Order of Police, and other duly designated representative of the Union, who

Are not active employees of the Shipyard, may be admitted to the Shipyard, upon approval of a request to the Employer (Code 1113) by the Union, for the purpose of meeting with officials of the Employer during work hours. Such visits shall be governed by eh Security Regulations, and the Employer reserves the right to require that such visitors be escorted by a representative of the Employer during his stay in the Shipyard.

Section 4:

a. Union officials will be allowed reasonable official time during their regular working hours to conduct authorized union activities. It is agreed and understood that official time shall not be granted for purposes of conducting internal union business or for time spend on behalf of individuals outside the bargaining unit.

b. The Union in turn agrees that Union officials will guard against excessive use of official time and minimize absences from assigned duties for this purpose.

c. Requests for permission to leave assigned duties will be made by the union representative to his immediate supervisor. The supervisor will issue a completed "permission slip" to the representative in granting such authorization. The Union acknowledges that clearance must be obtained by the representative from the appropriate supervisor of an employee with whom he plans to conduct Employer-Union business. Upon completion of each transaction, the Union representative will surrender the signed permission slip back to the supervisor and will immediately report back to his work assignment. The Employer agrees that requests for time allowed to conduct Employer-Union business will normally be granted. Normally, this approval will extend only within the area or location in the Shipyard to which union officials have been appointed.

Section 5: The Union President, or his designated representative, will be given the opportunity to meet with the Shipyard Commander, or his designated representative, to discuss appropriate matters as the need arises. However, it is understood that

matters subject to the negotiated grievance procedure will not be considered appropriate matters for discussion except to the extent that the Shipyard Commander would normally be the appropriate grievance deciding official.

Section 6: It is understood that all persons involved in Employer-Union relations will assert themselves in a temperate and gentlemanly manner in their mutual dealings, and will assume responsibilities for conforming to appropriate standards of personal conduct.

Section 7: In recognition of the fact that the Union has substantial responsibilities under this Agreement and Title VII, Public Law 95-454, the Employer agrees to provide office space for use by the Union. Such office space shall have the capacity for a desk and no fewer than five seats. The office will also have a file cabinet and a telephone for on station use.

a. Union officials will be permitted use of the Union office in Bldg. 624 Monday through Saturday 0600 to 2400 hours. During

periods when the office space is not available in Bldg. 624 the Union will have access to the Breathalyzer Room in Bldg. 76 contingent upon first priority being given to use the room for testing.

b. Union officials in a duty status will be permitted to use the office when necessary to carry out a duty or responsibility. Union officials agree to make every reasonable effort to conduct appropriate business as expeditiously as possible, at the lowest supervisory level as possible, and by the use of the telephone when possible.

Section 8: The Employer agrees to provide office space for the Union in Bldg. 624, 7<sup>th</sup> floor. Additionally, the Employer will provide one (1) conference table, twelve (12) chairs and furniture presently existing in the office at time of renegotiation of the contract. The Employer will allow the Union to utilize an additional 600 square feet for Union business and repair and maintain the toilet facilities adjacent to the Union office. The Employer further agrees to include the FOP Union office in

The maintenance contract for floor cleaning. The Union agrees to abide by the regulations governing the use of such space.

Section 9: Any activities performed by any employee relating to the internal business of a labor organization (including solicitation of membership, election of labor organization officials, and collection of dues) shall be performed during the time the employee is in a non-duty status.

## **ARTICLE VIII**

### **HOURS OF WORK AND BASIC WORKWEEK**

Section 1: Adequate time, as determined by the Employer, will be provided to employees as a part of their work assignments, where necessary, to draw, turn in, or put away Government property and equipment in their possession. Time in excess of the regular eight (8) hour work shift will be compensated in accordance with applicable rules and regulations.

Section 2: Normally, the employer will not change the Platoon of an employee for less

Than three (3) weeks except in cases covered by regulations, Employees will be given at least 72 hours notice in cases of platoon changes, except in situation covered by regulation. The above provisions need not apply to volunteers.

Section 3: Employee requests for a Platoon change shall be submitted in writing. If the request is denied, the employee shall be notified in writing.

Section 4: It is recognized and understood that the Shipyard Commander has the discretion to administratively excuse employee absences or portions thereof in cases of extreme adverse weather conditions. Should the Shipyard Commander authorize such an administrative excusal, and said excusal is extended to all employees of the activity without regard to occupation or profession, the Shipyard Commander shall consider granting the same excusal to bargaining unit employees consistent with the maintenance of the internal security of the Naval Base.

## **ARTICLE IX**

### **OVERTIME**

Section 1: The Employer, in the administration of overtime assignments, will make a reasonable effort to assign overtime fairly among eligible employees, depending upon their familiarity with work assignments, work requirements, and conversation of past performance and attendance records.

Section 2: Every reasonable effort will be made to notify employees not later than seventy-two (72) hours preceding their assignment to overtime on their days off unless prevented from doing so by reason of urgent or unforeseen situations or circumstances. Further, the Employer agrees to maintain accurate records of overtime worked and to make such information available to the Director of that Platoon or a major elected official of the Union, upon request, to aid in resolving specific complaints concerning overtime assignments. These records must meet the provisions of the Privacy Act before they are made available to the Union.

Section 3: An employee will, upon request, be released from a mandatory overtime assignment provided his reasons are valid and another qualified employee familiar with the assignment is presented to work for the requesting employee. In case of a bona fide emergency, as determined by the Security Officer, all personnel may be held over on mandatory overtime.

Section 4: The Employer agrees to consider Health/Fatigue indications in making overtime assignments. In cases where doubt may be present, upon an employee's request, the employee may be referred to the Servicing Medical Facility, for medical examination and disposition.

Section 5: An employee called back to duty to perform overtime work shall be eligible for overtime pay in increments of an hour provided that he/she works part of the hour and remains at the workplace for the balance of the hour. This provision shall apply to the first two hours of overtime after which the employee will be paid only for actual time worked.

Section 6: It is understood that employees are obliged to remain on their assigned duty until properly relieved for the end of the normal shift. Should the Employer fail to provide for timely relief, the additional time on duty shall be compensated at time and one-half pay in accordance with pay regulations.

Section 7: All overtime salary shall be paid in accordance with applicable rules and regulations.

## **ARTICLE X**

### **SICK LEAVE**

Section 1: Employees will be credited with sick leave in accordance with applicable regulations. The Union joins the employer in recognizing the insurance value of sick leave and agrees to encourage employees to converse sick leave so it will be available to them in case of extended illness.

Section 2: Employees whose regularly scheduled workweek includes Sundays shall not incur any loss of Sunday premium pay for

sick leave taken and approved for that day.

Section 3: When an employee is sent home or to a hospital by the Navy Regional Medical Center because of illness or injury, the Employer will furnish transportation if this is deemed necessary by the Navy Regional Medical Center physician.

Section 4: It is agreed that employees desiring medical, dental, or optical examination or treatment, who cannot arrange appointments outside of work hours or on non-work days, may be granted a reasonable amount of sick leave, not to exceed eight hours if accrued, for this purpose. Employees must submit requests for such leave as far in advance as possible, and shall specify the date and time of the appointment, and the name and address of the doctor or other practitioner involved.

Section 5: Periods of absence on sick leave in excess of three (3) workdays of continuous duration must ordinarily be supported by a medical certificate to be filed within 15 days after return to duty. The medical

certificate must identify the nature of the illness/injury and the date on which the employee was able to return to duty and must certify the employee's incapacitation for duty for the period in question. In lieu of a medical certificate, a signed statement from the employee indicating the nature of the illness and the reason why a medical certificate is not furnished may be acceptable whenever it is unreasonable to obtain such certificate (because of shortage of physicians or remoteness of locality), except for employees under a letter of requirement.

Section 6: Employees shall not be required to furnish a medical certificate to support an application for sick leave of three (3) workdays or less except in individual cases a certificate may be required where there is reason to believe the employee is abusing sick leave privileges.

Section 7: It is agreed that all such cases requiring a doctor's certificate for such absence shall be reviewed by the employee's supervisor at the end of six months, for the purpose of determining whether such requirement

can be eliminated. When it has been determined that the restriction is no longer necessary, the employee shall be notified in writing and the previous notice shall be removed from the Branch/Department records. It is also agreed that, when this requirement is to be continued, the employee will be so informed in writing.

Section 8: The Employer agrees that employees who are sent home sick by the Navy Regional Medical Center shall be granted sick leave, if accrued, for the remainder of the day. When an employee is sent home by the Navy Regional Medical Center due to illness or injury, it will constitute the first notification of illness for a maximum period of seven (7) calendar days. Granting of sick leave on subsequent days shall be in accordance with applicable regulations.

Section 9: The Employer agrees that if a unit employee dies on the job or becomes seriously injured, the Employer will be responsible for insuring the notification of the employee's family. The union will be notified promptly of any disabling work injury occurring within the unit. The

Employer agrees to provide information and assistance to an employee who has sustained a serious occupational injury, (i.e., where an employee is physically unable to report to the Compensation Office), concerning his rights and responsibilities under the Federal Employees Compensation Act.

Section 10: If an employee is required to make visits to a hospital or health center due to an occupational injury, the Employer will furnish the transportation if requested by the employee and deemed necessary by the Employer. If transportation is not furnished by the Employer, the employee may submit a request for reimbursement of necessary travel expenses in accordance with applicable regulations.

Section 11: The Employer agrees to give consideration to individual requests by employees for advance sick leave in an amount not to exceed thirty (30) days in the aggregate, in cases of serious illness or disability, in keeping with the criteria and provisions of applicable regulations.

Section 12: Request for advance sick leave

within the Unit will be reviewed and passed upon by the Department Head concerned.

## **ARTICLE XI**

### **ANNUAL LEAVE**

Section 1: Employees shall accrue annual leave in accordance with regulations. Approval of an employee's request for annual leave shall be granted by his supervisor subject to Shipyard needs as determined by the Employer, when his request is submitted with reasonable advanced notice. Approval of requests for annual leave for unforeseen reasons will be considered as the circumstances warrant.

Section 2: Employees whose regularly scheduled workweek includes Sundays shall not incur any loss of Sunday premium pay for annual leave taken and approved for that day.

Section 3: The Employer, provided reasonable advanced notice is given by the employee, will make a reasonable effort to schedule

annual leave for vacation purposes consistent with the manpower and workload requirements as determined by the Employer. Requests for annual vacation shall be submitted by May 30th for summer and fall vacation and by October 30 for winter and spring vacation on a first come; first served basis. It is agreed that in the event of conflict of choice of vacation periods, factors used by supervisors to resolve leave date will include: the individual's seniority in Government service (SCD) and the individual's leave record. However, leave granted for vacation purposes will be subject to rescheduling or cancellation due to unforeseen conditions and workload requirements. If it becomes necessary to reschedule or cancel an employee's vacation, the individual's seniority in Government service (SCD) will be used to determine whose vacation will be affected provided the employees are equally qualified as determined by the employer. Where all employees are qualified those with the least seniority will be first affected.

Section 4: It is recognized tha the nature of the Employer's mission is such that is

may be necessary at times, in accordance with regulations, to curtail the use of leave and at other times to require it to be taken. When the above actions affect a majority of employees, the Employer, whenever practicable, shall discuss the action with the Union prior to implementation. When such actions, as set forth above, are to affect a lesser number of employees, affected employees shall be notified by the Employer at the earliest possible time and advised of the reasons for such action.

Section 5: The Employer will ensure that alternatives are considered before canceling an employee's request for use-or-lose annual leave. The Employer will make every effort to advise the employee of the need to cancel his use-or-lose annual leave at the earliest date possible, so that the employee may reschedule the leave to avoid forfeiture. In cases where the exigency of work did not allow an employee's annual leave usage, the employee may file for leave restoration under the current regulations and instruction.

Section 6: Employees shall be afforded

every opportunity to observe Holy Days of the religious faith and annual leave will be granted, consistent with manpower requirements, provided reasonable advance notice is given by the employee to his supervisor. Religious compensatory time shall also be available to employees consistent with the employer's instruction on that subject.

Section 7: The employer agrees to any night shift differential to employees during periods where an employee is on annual leave during his/her regularly scheduled work week consistent with government-wide and DOD rules and regulations.

## **ARTICLE XII**

### **LEAVES OF ABSENCES**

Section 1: Whenever, in the judgement of the Employer, a leave of absence is justified and warranted, and workload or other considerations permit, an employee will be granted leave without pay in accordance with applicable laws and regulations. Normally, a period of leave without pay shall not exceed one year for each application.

Section 2: Employee representatives elected or appointed to a Union office or as a delegate to any Union activity may apply for periods of leave, as necessary, to accept temporary union positions or attend union activities. Such request will be submitted as far in advance as possible.

Section 3: Employees returning to duty from approved leaves of absence will be granted such rights, privileges, and seniorities to which they may be entitled at that time in accordance with applicable statutes and regulations.

Section 4: Employees in an approved leave of absence without pay status shall accrue all rights and privileges in respect to retirement status and coverage under the Group Life insurance and Federal Employee Health Benefits Program to which they may be entitled in accordance with applicable statutes and regulations.

Section 5: An employee who is an official or representative of the Union (designated officers or directors) may be excused without charge to leave in conjunction with

attendance at a training session sponsored by the Union, provided the subject matter of such training is of mutual concern to the Employer and the employee in his capacity as a Union representative, and the Employer's interest will be served by the representative's attendance. Administrative excusal for this purpose will cover only such portions of a training session as meet the foregoing criteria and will not exceed eight (8) hours for any representative within a twelve (12) calendar month period. Unused time may be carried over to the succeeding year(s) of this agreement. Requests for such leave will be submitted to the Police Chief at least ten (10) calendar days prior to the training. Approval or denial of such requests will be based on manpower availability and workload requirements and will be limited to five unit representatives within a 12 calendar month period. Subject to the foregoing provisions an additional eight (8) hours shall be provided for attendance at the Society of Federal Labor Relations Professional symposia and luncheons.

Section 6: Funeral leave will be granted consistent with the Employer's Instruction.

Requests for annual leave without pay will be considered where an excused absence is not appropriate and where the purpose is to attend the funeral of family member.

## **ARTICLE XIII**

### **CIVIC RESPONSIBILITIES**

Section 1: In the event an employee is called for jury duty or jury qualification, the Employer will grant court leave whenever practicable consistent with regulations and workload requirements. If an employee is called for the above civic duties, he shall promptly notify the Employer and shall submit a true copy of his summons for jury service. Such employees shall be carried in a court leave status. Upon completion of his service, the employee shall present to the Employer satisfactory evidence of the time served on such duties, together with any fees received.

Section 2: Employees working the regular day shift on the date of any National or State election occurring within the days of

their basic workweeks, and who are eligible to vote in such election, shall be granted time off without loss of pay or charge to leave for the purpose of voting, consistent with applicable regulations. It is understood that employees who do not intend or are ineligible to vote, shall not be granted such time off.

Section 3: Court leave shall be granted to a unit employee when he/she is summoned to appear in a non-official capacity as a witness on behalf of the Federal, State, County or Municipal government. The pertinent regulations shall govern absences in all other circumstances (e.g. annual leave, LWOP, official duty, etc.) The employee will be advised by his superior or Administrative Assistant on how his absence will be marked (e.g., official duty, court leave, annual leave or LWOP), depending on the nature of the witness service. The appropriate Shipyard Instruction, CPI and FPM (630) will be the authority for any determination that is made in the matter; for the procedures to be used for such witness service and entitlement of fees and travel expense.

## **ARTICLE XIV**

### **PERSONNEL MOVEMENTS IN REDUCTION IN FORCE SITUATIONS AND REHIRING**

Section 1: The Employer agrees to notify the Union of pending officially approved reduction in force actions within the unit prior to the issuance of the R.I.F. notices at which time the Union may make its views and recommendations known concerning the implementation of such reduction in force actions.

Section 2: In the event of a reduction in force affecting unit employees, vacancies authorized and available for RIF placement will be utilized to the maximum extent possible to place fully qualified unit employees in these positions who otherwise would be separated from the service. All reduction in force actions will be carried out in strict compliance with applicable laws and regulations.

Section 3: All career and career conditional

Employees separated by reduction-in-force shall be referred for listing on the Navy Re-Employment Priority List for the local commuting area and the DOD Priority Referral List in accordance with eligibility provisions of reduction in force regulations for positions for which found qualified, and for which they indicate to the Employer their availability. Such employees shall be given preference in rehiring in accordance with the order of selection as established by applicable regulations.

Section 4: Acceptable or declination of a temporary position by an employee on the Re-Employment Priority List will not affect his status or his eligibility for re-employment in a permanent position.

Section 5: When an employee received a general reduction in force notice, he shall be permitted to view the retention list upon which his name appears. An employee so affected shall have the right to Union assistance when checking such list.

Section 6: The Union shall have the right to review retention registers and pertinent

regulations relative to reduction in force actions affecting employees in the unit.

Section 7: Unit employees will be furnished an extra copy of reduction in force notices issued to them for delivery to the Union if they so desire.

Section 8: The definition of competitive area will be determined consistent with government-wide regulations on the needs of the employer.

## **ARTICLE XV**

### **PROMOTIONS AND ASSIGNMENTS**

Section 1: The Employer agrees that, to the extent consistent with work requirements, every effort will be made to assign employees in the unit to positions appropriate to their job ratings. The Employer further agrees that when a position in the unit is to be filled on a temporary basis for a period in excess of sixty (60) days, by a lower rated employee in the unit, a temporary promotion will be made in accordance with the Merit Promotion regulations.

Section 2: Details for periods of thirty (30) days or more will be made in accordance with the Philadelphia Naval Shipyard Instruction on policy and procedures for details and will be recorded on a Standard Form 52 as appropriate and filed in the employee's official personnel folder.

Section 3: The Employer agrees that all employees in the unit shall receive consideration for details and temporary promotions, consistent with their skills and appropriate rules and regulations.

Section 4: The Employer and the Union agree that promotions will be made in accordance with the merit promotion policies and procedures set forth in the Shipyard Merit Promotion Program Instruction.

Section 5: Grievances which protest ratings of qualifications and/or ranking under the Shipyard Merit Promotion Program will be processed under Article XXVIII, Section 10.

## **ARTICLE XVI**

### **POSITION DESCRIPTIONS**

Section 1: The Employer agrees to maintain current and accurate descriptions for positions in the unit in accordance with existing instructions. The Employer will make every reasonable effort to assign work to employees as closely within their position description as possible. Before any amendment or new position description for unit employees will be submitted for appropriate classification action, the Employer shall submit the same to the Union for its review and consideration. The Union will submit their views within seven (7) workdays to the Employer. The Employer will consider the Union views prior to submission of position descriptions for classification. Should the Union or employee disagree with the accuracy of the position description, it may be referred to the grievance and arbitration provision of this Agreement.

Section 2: The Union may make representations and present supporting evidence to the Employer regarding the adequacy or equity of

position classification standards.

Section 3: Upon request, an employee in the unit will be advised of his right to submit a classification appeal and the procedures to be followed.

Section 4: Each employee covered by this Agreement will, upon his request, be furnished a copy of his current position description.

## **ARTICLE XVII**

### **WORK ASSIGNMENT**

Section 1: The Employer retains the 5 U.S.C. Section 7106 right to assign work subject only to limitations of other statutory and regulatory provisions.

Section 2: The Employer will consult with the Union concerning changes to the general working conditions of the Unit employees that will result in adversely affecting Unit employees. The Employer recognizes its responsibility to negotiate procedures which the Employer will observe in exercising its

authority; or appropriate arrangements for employees adversely affected by the exercise of its authority.

Section 3: When employees of the Unit are adversely affected by a decision to contract out or reassign work normally performed by Unit employees, the Employer will consider other alternatives to a reduction-in-force prior to implementation of that decision.

## **ARTICLE XVIII**

### **TRAINING PROGRAMS**

Section 1: Upon request, the Employer agrees to meet with the Union, within 15 workdays to review and consider Union views and recommendations for new training programs involving employees in the unit.

Section 2: The Employer agrees to inform the Union of proposed new training programs and to give just consideration to any Union input on the effect of such programs on Unit employees' safety and capacity to perform security and investigative responsibilities.

Section 3: In recognition of the mutual advantages to the Shipyard and to the employee, the Employer agrees to consider employees when training is determined to be necessary for new job ratings. Selection for such training shall be in accordance with applicable rules and regulations.

Section 4: The Employer agrees to cooperate with employees who wish to pursue training in order to advance themselves in their job.

Section 5: The Employer will make a reasonable effort to provide unit employees the opportunity to attend security-type schools, seminars, or courses, including the Federal Police Academy, Glynco, Georgia, which the Employer considers beneficial to the Security Branch, subject to the needs of the service and availability of funds as determined by the Employer. Consideration for selection to attend a specific Employer-approved seminar or course will be given to unit employees who express an interest, in writing, to the Employer. Employer-approved seminars or courses for Unit employees will be posted on the Bulletin Board and a copy given to the Union President.

Section 6: New employees will be required to attend and successfully complete the required new employee training program(s). The Employer will follow the OPNAVINST regarding firearms qualifications.

## **ARTICLE XIX**

### **HAZARD DIFFERENTIALS**

Section 1: The Employer shall assign hazard differential pay to unit employees engaged in irregular or intermittent duty involving unusual physical hardship or hazard to the extent permitted and prescribed by applicable regulations. The schedule of pay differentials authorized is made a part of this Agreement.

Section 2: Hazard pay assignments shall be assigned fairly and equitable. No employee shall be assigned to hazardous tasks as a reprisal or punishment.

Section 3: Cognizant supervisors, when assigning employees to work for which hazard pay is indicated, shall so inform the employee. If at any time an employee believes

that hazard pay is warranted, the employee should call the matter to the attention of his immediate supervisor who will make (or obtain) a determination and advise the employee. The employee may exercise his right to be represented by a Watch Directors when discussing hazard pay.

Section 4: If an employee-supervisor dispute arises concerning the application of interpretation of the criteria of a particular category established in the schedule, as it relates to a particular work situation, the dispute shall be filed in accordance with the grievance procedure.

Section 5: The Union shall have the right to refer questions concerning the coverage of specific work situations under applicable categories to the Industrial Relations Office, Code 1114, for determination. Disagreements may be resolved via the grievance/arbitration procedures.

## **ARTICLE XX**

### **SAFETY**

Section 1: The Employer will continue to exert reasonable efforts to provide and maintain safe working conditions and industrial health protection for employees, including the training of personnel. It is recognized that each employee has a responsibility for his own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself and others. An employee having questions regarding safe working conditions and practices should discuss the matter with his supervisor, who shall attempt prompt resolution of the problem. Should the supervisor be unable to resolve the problem, the matter will be immediately referred to the Platoon Commander for resolution. If a dispute concerning safety issues cannot be resolved between the Union representative and the Platoon Commander the matter may be referred to the OSH Office Safety Division for assistance by the Union.

Section 2: The Employer agrees that all

vehicles used by unit employees in the performance of their duties shall be maintained in a safe operating condition. When unsafe or unhealthy conditions are observed, they should be reported to the cognizant supervisor. When safety and industrial health matters are of a general Shipyard interest, the Union may present the problem to the appropriate level of supervision for solution. In the event the Employer submits a requisition for new police vehicles, the order shall specify the vehicle's intended used as a police vehicle.

Section 3: Prior to assigning employees to work in areas where conditions exist that may be hazardous, unsafe or detrimental to health, the Employer will make a determination as to the requirements for protective equipment or safety devices. The Employer agrees to provide protective clothing and equipment sufficient to protect the employee while performing his job. The Union will support the utilization by all employees of such clothing and equipment. The Employer will also notify all unit employees of any and all buildings undergoing asbestos removal/abatement and will

Supply the necessary protective gear in the event any unit employee is required to enter said buildings.

Section 4: The Employer agrees to provide a standard first aid kit for each police vehicle. The contents of the kit will be determined by the employer.

Section 5: The Employee agrees to provide a standard Acquired Immunodeficiency Syndrome (Aids) kits mutually acceptable to the FOP and the Employer for each police vehicle.

## **ARTICLE XXI**

### **DISCIPLINARY ACTIONS**

Section 1: For purpose of this Agreement, a "disciplinary action" is a letter of reprimand or a suspension of 14 calendar days or less.

Section 2: The Employer agrees that disciplinary actions will be taken for just cause.

Section 3: Prior to initiating disciplinary action against an employee, a preliminary investigation or inquiry will be made by the immediate supervisor or other cognizant official to assure himself of the facts in the case. If the findings of the investigation or inquiry indicate that disciplinary action appears to be warranted, a discussion will be held with the employee, if he is in a work status, prior to the issuance of the disciplinary or proposed disciplinary action. The employee will be advised that he is entitled to Union representation at any such discussion, if he so desires.

Section 4: When the Employer decides to propose disciplinary action, the employee will receive notification as soon as practicable, normally within fifteen (15) workdays after the discussion. Letters of reprimand and disciplinary suspensions of fourteen (14) calendar days or less are subject to appeal under the provisions of Article XXVIII, Negotiated Grievance Procedure.

Section 5: In assigning penalties, the Employer will consider the guidelines of applicable regulations promulgated by higher

authority as well as the employee's disciplinary record. When the Employer effects a disciplinary action against an employee in the unit, the employee will be informed, in writing, that he may seek assistance from the Union in appealing such action.

## **ARTICLE XXII**

### **ADVERSE ACTIONS**

Section 1: For purposes of this Agreement, an adverse action is a Removal, Suspension for more than 14 calendar days, Reduction in grade or pay, or furlough for 30 calendar days or less.

Section 2: Employees of the unit are entitled to Union representation at all discussions with the Employer concerning proposed adverse actions and will be advised of this right prior to any discussion.

Section 3: In the event an employee is issued a notice of proposed adverse action, the employee will be advised of the right to (1) make an oral and/or written reply to the proposed action (2) to submit affidavits or

other documentary evidence in support of a reply (3) to review the evidence material upon which the notice is based (4) to a reasonable amount of official time to review such material (5) to reasonable amount of official time to prepare a written response and/or to make a personal reply and (6) to be accompanied by a representative of the employee's choice in making a personal reply.

Section 4: In assigning penalties, the Employer will consider the guidelines of applicable regulations promulgated by higher authority as well as the employee's disciplinary record. Adverse actions will be taken for just cause and are grievable under the negotiated grievance procedure or appealable to the Merit Systems Protection Board at the election of the affected unit employee. Once the affected unit employee has made a choice, it shall be irrevocable. In the even the Union decides to appeal a removal action through the arbitration procedure, the request for arbitration will be submitted within 15 calendar days of the effective date of the removal action.

Section 5: Unit employees may elect to be represented by an attorney or other representative in appeal to the Merit System Protection Board. In using the grievance procedure, unit employees desiring a representative must be represented by an individual appointed or approved by the Union President.

Section 6: This Article does not pertain to Separations of Temporary Appointees and VRA's, or termination actions during a probationary period.

## **ARTICLE XXIII**

### **PERFORMANCE APPRAISAL PROGRAM**

Section 1: This Article describes the basic Performance Standard and Performance Appraisal System as it applies to the employees under the bargaining unit of the Fraternal Order of Police (Union). The Particulars of the system are contained in the Department of the Navy (DON) PHILNAVSHIPYDINST 12430.1K (entitled Performance Appraisal Review System) which will govern except as supplemented by this Article. Where a

conflict exists between this Article and the cited regulation, this Article will take precedence.

Performance standard is a statement of the expressed level of employee achievement in a job. All performance standards will be consistent with the classification for the job and reflect duties and responsibilities contained in the position description.

Section 2: All employees will be evaluated annually under a performance appraisal system that include the establishment of performance standards and the identification of critical elements of the employees position which will permit the accurate evaluation of job performance on the basis of objective criteria directly related to the job being performed as identified in the employee's current official position description.

Section 3: Discussion of Performance Elements and standards with the Employee:

a. During January, the first month of the appraisal cycle, the immediate supervisor

will issue a copy of the rating form to the employee for review. The employee and supervisor will discuss performance expectations to ensure mutual understanding of the critical elements and standards. Misunderstandings resulting from the discussion will be resolved by the next higher level of supervision.

b. After the discussion and the resolution of any misunderstanding, the employee, supervisor and reviewer will sign the performance appraisal form indicating that the elements and standards have been discussed and are understood. The supervisor will then return the original appraisal form to the appropriate personnel section for storage.

c. If the employee refuses to sign the rating form, procedures outlined in Section 5 C will apply.

d. Copies of all master standards will be supplied to the Union.

Section 4: Reviews:

a. Progress and special review require consultation and signature of the second level supervisor only when an employee's performance is considered less than fully successful or when critical performance elements and/or standards require modification.

(1) Progress Reviews

(a) must be held during the month of July. This review is established for the supervisor to discuss performance with the employee.

(b) must be held if the employee's performance has fallen below the fully successful level (Minimally Successful). The supervisor must indicate on the appraisal form what corrective action should be taken to amend the situation. The rater will return the form to the appropriate Personnel Section after it has been signed by the employee, rater and the reviewer if required. A memo will be sent by the rater to Code 170 via the Security Officer for appropriate management action as specified in Section 9.

(c) must be held at any time during the appraisal cycle when an employee's performance falls below the minimally successful level, defined in Section 8. Employees are entitled to Union representation at reviews concerning minimally successful and unacceptable performance.

(2) Special Review - Whenever conditions arise that could cause a change in one or more critical performance element/standards, a special review should be held and may be initiated by either the immediate supervisor or employee. Misunderstandings will be resolved as defined in Section 3.

Section 5 – Rating Performance: During the first week of January, the appropriate Personnel Section will return the performance appraisal forms to the supervisor of record on 31 December for completion of the annual performance appraisal (summary rating). In the event this supervisor has not observed the employee's performance for the required 90 days, he/she will consult with the reviewer and former supervisor(s) to establish a summary rating. If this is not

possible, the second level supervisor will rate the employee. Exceptions to this procedure are outlined in Section 6. The rating form must be completed and returned to the Personnel Section no later than 1 March. This must include Security Officer endorsement of Outstanding recommendations.

a. Supervisors are to be guided by the current Shipyard instruction in determining levels of performance pertaining to the employees' performance elements and overall performance.

b. Summary Rating - The appraiser will enter the appropriate overall rating in appropriate block found on the performance plan form. Outstanding recommendations will require the endorsement of the Security Officer as outlined in Section 9 prior to the discussion of the rating with the employee. The Security Officer may establish a review panel if required; however, the grade level of the panel members must be equal to or greater than that of the employee whose rating is being reviewed. After agreement on the summary rating to be given to the employee, the form is to be signed by

the rater, reviewer, and the employee. Signature by the employee does not imply agreement with the rating, but merely that the rating has been discussed with the employee. If the employee refuses to sign the form, the rater should note that the rating has been discussed with the employee and that the employee refused to sign; or the supervisor may transfer the rating and comment onto the employee's copy of the rating form.

c. Completed appraisal forms will be returned to the appropriate Personnel Sections for the distribution to Code 170.34.

#### Section 6: Deferred Appraisals

a. Deferrals of up to 90 days must be given in the following instances:

(1) Prior to the effective date of a promotion or reassignment or detail of 120 days or more, the employee will be given a summary rating by his/her present supervisor. On the effective of the promotion, reassignment, or detail, the employee will automatically receive an entrance

Rating of fully successful for his/her new position, element and standards will be discussed, and the performance rating will be deferred for 90 days.

(2) Employees who are on temporary duty (TDY) for less than 120 days will have their ratings deferred until they return. Employees who are on TDY for 120 days or more will be rated by their supervisor at the TDY station.

(3) Employees who are on LWOP status (062/362) or on Continuation of Pay as of 31 December.

(4) Employees who have received a warning letter for less than fully successfully performance.

#### Section 7: Appeal Rights and Grievance Procedures:

a. The identifications of performance/critical elements and standards assigned at the beginning of the rating cycle may not be grieved; however, the individual ratings and overall performance rating assigned, or

other matters relating to the appraisal program, may be grieved.

b. Employees in the bargaining unit must use the appropriate negotiated procedure when grieveing a rating. Ratings must be grieved within 15 days of receipt.

c. An employee appealing a reduction-in-grade or removal action under this performance appraisal system may appeal the action through the Merit Systems Protection Board or the appropriate negotiated grievance procedure, but not both. Forms are available from Code 1113.

d. The Employer retains the right to question employees during discussions on any matter relating to the Employer/Employee relationship without affording the employee Union representation. However, in order that the employee may have representation when needed, the supervisor will inform the employee prior to any performance related discussion whether or not the discussion may lead to an adverse action. If the discussion may lead to an adverse action based on poor performance, the employee will have the

right to request a representative prior to the discussion taking place. When group meetings are held to discuss critical elements or performance standards, a Union representative will be invited to attend.

Section 8: Unacceptable Performance:

a. Warning Requirements - No employee may be rated Unacceptable in one or more critical elements without a written warning and a reasonable opportunity to demonstrate improvement to at least the minimally successful level. The warning letter must inform the employee specifically in detail how his/her performance in one or more critical elements is unacceptable and how he/she may improve his/her performance to the minimally successful level within a specific time frame. Code 1113 may be consulted for assistance and advice concerning the preparation of such warning letter. Distribution of the warning letter will be:

(1) Two copies will be given to the employee, who may give a copy to the Union.

(2) Copy to supervisor.

(3) Copy to Code 1114 via Security Officer for appropriate management action (defined in Section 9).

(4) Copy to Code 1114.4 for information.

(5) Copy to Code 1113 for information.

Issuance of a warning letter does not mean that the employee will be allowed to remain Unacceptable during the entire improvement period. If the employee's performance does not improve to at least a minimally successful level within a reasonable time (normally 30-90 calendar days), appropriate action must be taken to reassign, reduce-in-grade, demote or remove the employee. The warning requirement does not apply to successful completion of New Employee Training Program(s). Failure to attend and successfully complete this training will result in a rating of Unsatisfactory in that Performance element/standard and appropriate action must be taken.

b. An employee will generally receive written warning of Unacceptable Performance no later than the end of shift on 31 December. In cases where such notice could not be given, the employee will be informed verbally, with union representation, if so requested by the employee, to be followed by a written warning explaining the reasons for the delay. The Employer agrees there is no benefit to delay the issuance of the written warning and will render it as quickly as possible.

c. Termination of Warning - A performance warning expires:

(1) At the end of the reasonable time period given to improve.

(2) Upon the assignment of a minimally successful or better rating.

(3) Upon any change that clearly makes the warning inapplicable, such as a change to a position in another line of work, transfer, or separation.

As soon as any of the above occur, in all cases except separations, the supervisor who

Prepared the warning letter will prepare a cancellation letter and distribute as listed for the warning letter in Section 8.a. above.

Section 9: Performance Appraisals Used as a Basis for Making Personnel Management Decision:

a. Within Grade Increases

(1) Upon written notification of Minimally Successful or Unacceptable performance in any critical element, the rater will immediately notify Code 1114, via memo, requesting withholding of any future within-grade (step) increase for Federal Wage System or General Schedule employees covered under this appraisal system.

(2) The employee will receive a within-grade (step) increase only after Code 1114 has been notified, by memo, that the employee's performance has improved to an acceptable level of competence (Fully Successful or better on all critical elements).

b. Promotions

(1) Career - Performance appraisals must be used as a basis for determining promotions. An employee will not be recommended for a career promotion unless he/she is performing at the Fully Successful level, or better, on all critical performance elements.

(2) Competitive - Performance appraisals must be used to the extent that an employee's present position is similar to the position for which he/she is being considered.

#### c. Awards Based on Performance

This paragraph is included to clarify the confusion that exists with regard to Outstanding ratings. If an employee is rated Outstanding by his/her supervisor, that is not an award. It is strictly an evaluation by the supervisor of the employee's performance over a specified period of time. If an employee has performed in a Exceeds Fully Successful or outstanding manner during the rating period, he/she could be an appropriate candidate for a Performance Awards (PA), although not necessarily so.

An employee may be rated Exceeds Fully Successful or Outstanding by the supervisor, with no award action. In considering the time frame requirement for the PA (90 days or more), there may be occasions when an award may be appropriate even though the employee was not rated "0" or "EFS" during the rating cycle.

Accordingly, the Performance Appraisal Program and the Incentive Award Program are separate entities, and are not required to be tied together. This provides the supervisor with the capability of preparing the summary rating in a timely fashion, rather than waiting for the employee to become eligible for an award. Conversely, the supervisor may prepare an award recommendation (as is highly desirable) as promptly as possible after the superior performance period.

#### (1) Outstanding Performance Ratings

(a) Outstanding ratings will be assigned only for work procedures sustained at a truly exceptional level; i.e., performance that is rated "Above Fully Successful" on all critical elements and employee made significant contributions to

the organization's mission/goal. It is expected, therefore, that such ratings will be comparatively rare.

(b) Outstanding ratings require Security Officer endorsement.

(c) Security Officer will provide Code 1114.4, by 1 March, with a list of employees who have received Security Officer endorsement of Outstanding ratings. Code 1114.4 will provide format information in January.

d. Quality Salary Increases (QSI) - are designed to recognize or to reward an employee who performs, on a continuing basis, the most important function of his/her job in a manner that substantially exceeds normal requirements. Factors which may affect the decision to grant a QSI include: performance ratings rendered under this appraisal system, other cash or honorary awards; and how recently the last QSI increase was awarded.

e. Training - The performance appraisal system must be used as one of management's

tools for making decisions regarding employee training. When properly used, training can improve the efficiency and economy of operation in the government and provide for the development of maximum proficiency in the performance of official duties. It can help establish and maintain the highest standards of performance in the transaction of public business and can help install and utilize effectively the best modern practices and techniques. By serving as a basic for determining needs, the performance appraisal system can function as a vital management tool in promoting the efficiency and economy of operations.

f. Reduction-in-Force - Creditable service for the purpose of Reduction in Force will be given affected employees in accordance with 5 Code of Federal Regulations 351.504d(1), and any subsequent changes.

Section 10 - If it becomes apparent, after a full and fair trial, that the employee's conduct, general character traits, and/or performance capacity do not equip him/her for satisfactory service, appropriate action

must be taken. Meeting physical standards and meeting Weapon's qualifications will be considered as part of an employee's performance capacity.

## **ARTICLE XXIV**

### **EMPLOYEE ASSISTANCE PROGRAM**

Section 1 - The Employer agrees to provide a program for the counselling/referral of employees having substance abuse or personal problems. Affecting their performance.

Section 2 - In regard to alcoholism, it is the policy of the Employer to recognize alcoholism as a treatable illness and that employees with problems of alcohol abuse will receive the same consideration and offer of assistance that is extended to employee having other illnesses.

Section 3 - Sick leave may be granted for the purpose of treatment or rehabilitation for alcoholism as with other illnesses.

Section 4 - Medical and counselling records of employees who come in contact with the

program, are confidential in nature and will be properly safeguarded. No employee will have his job security or promotional opportunities jeopardized by his/her request to designated personnel for counselling and referral assistance, except as limited by laws, regulations and determinations concerning security clearances.

Section 5 - Referring an employee for counseling assistance is not a bar to taking disciplinary action under the provisions of appropriate regulations. The Employee is responsible for correcting any poor performance as a result of his alcoholism or other problem, whether he accepts assistance or not, under the Assistance Program. If the unacceptable performance or conduct continues because the employee is unwilling or unable to adequately respond to treatment, other management assistance, or his own solution to the problem, management will have to take whatever corrective actions are necessary, up to and including removal from employment.

**ARTICLE XXV**

**INJURY COMPENSATION PROGRAM**

Section 1: It shall be the policy of the Employer that any employee who is injured while in a working status, i.e. in the performance of assigned duties, shall receive all of the benefits which may be available and without undue delay.

Section 2: An employee who suffers a traumatic work-related injury will be provided necessary emergency care at the NRMX Dispensary or private facility.

Section 3: The Employer agrees that such employees will be provided with the necessary forms to make applications for additional benefits provided by the Labor Department under the Federal Employees' Compensation Act. The Employer further agrees to provide assistance to employees in completing such forms and to process such forms without undue delay.

Section 4: An injured employee is entitled to first aid and medical care for an injury;

this includes hospital care when needed. The medical care is to be provided by any duly qualified private physician or hospital of the employee's choice. When travel is necessary to receive medical care, the injured employee may be furnished transportation or may be reimbursed for travel and incidental expense.

Section 5: An employee who sustains a traumatic injury as set forth in Section 1, may be entitled to continuation of regular pay for a period not to exceed forty-five days in accordance with applicable law and regulation.

Section 6: When an employee's temporary disability extends beyond the period covered by continuation of pay, the employee may request compensation payment from and as determined by the Department of Labor, in accordance with established law and regulations. Such compensation is due when the employee is still unable to return to usual employment because of disability as a result of the occupational injury sustained. Currently, the compensation will be equal to 66 2/3% of the employee's loss of 75% when

there is/are a dependent. The compensation will continue as long as there is a loss of wage earning capacity, in accordance with applicable laws and regulations.

Section 7: The Employer agrees that in providing the Department of Labor information concerning the basic wages of the employee, information concerning regularly scheduled overtime of the employee will also be provided.

Section 8: When an employee of the Unit becomes permanently disabled as a result of a work-related injury and is unable to perform his regular duties, the Employer will attempt to reassign the employee to a vacant position for which the employee is qualified. Former employees who are receiving compensation for occupational injuries or diseases by Department of Labor may reapply for restoration of employment with the Employer under current regulations and instructions.

## **ARTICLE XXVI**

### **GENERAL PROVISIONS**

Section 1: The Union and the Employer shall give their support to the principles set forth in the booklet, "Standards of Conduct for Personnel of the Philadelphia Naval Shipyard," 4ND-PNSY-P5370/1.

Section 2: Reasonable space, which has been clearly marked, will be provided to the Union for the posting of appropriate notices on the unofficial bulletin board located near the Police Branch time clock. Advance approval of all notices must be obtained from the Employer or cognizant management official prior to any such posting.

#### **Section 3 - Pay Adjustments**

##### **a. Overpayment**

(1) When the Employer is required to adjust an overpayment in excess of twenty (\$20) dollars, the Employer shall notify the employee as far in advance of the initial deduction as possible.

(2) It is further agreed that deductions (repayments) in excess of twenty (\$20) dollars per pay period shall be scheduled, when regulations permit, not to cause hardship to the employee concerned.

b. Short Pay

(1) The Employer agrees to take action on requests to correct pay shortages. Pay shortages involving overtime money will, upon request, be satisfied on the following regular pay day. In the event of an employee pay shortage involving eight (8) hours or more of straight time pay, the Employer agrees to process a "special pay" request within two (2) work days of an employee request for same. In such cases, the employee will normally receive the special salary payment within five (5) work days of the Comptroller's receipt of the request.

Section 4: The Employers agrees to have sufficient copies of this Agreement printed and furnish a copy of same to all employees of the unit. The Employer agrees to place the order for printed copies of the Agreement within 30 days of the Agency Head

Approval of the Agreement. The Union shall be furnished a copy of the order placed.

Section 5: The Employer will give due consideration to any views the Union may have concerning the distribution of parking spaces used by the employees in the unit.

Section 6: In no instance shall the Employer or the Union exercise any pressure by word or deed to any unit employee to contribute in any way or to withhold contributing in any way to any charity drive. The parties hereto also agree that no rights or privileges that would otherwise be extended to any employees in the unit will be withheld; nor will any reward be given or reprisal be made against any employee who contributes or refrains from contributing to any charity drive.

Section 7: The Employer agrees that the Union may be represented on the following Committee and Board:

Incentive Awards Committee

Beneficial Suggestion Panel - One

Member to be selected from a list of three submitted by the Union President.

Section 8: A unit employee is entitled to submit a claim for personal property lost or damaged through no fault of his own in the performance of his assigned duties or while on the Employer's property in an official duty status. The Employer agrees to review and process claims in accordance with the current Shipyard Instruction entitled Claims Investigations.

Section 9: The masculine, feminine and neuter gender as used in this Agreement import on another. The singular number shall import the plural whenever applicable.

Section 10: The Employer will make every reasonable effort to maintain the cleanliness of police booths. Unit employees will make an effort to maintain the cleanliness of any police booth in which they are working. The Employer further agrees to provide a heater for each police booth which can maintain the temperature within the guidelines established by higher authority.

## **ARTICLE XXVII**

### **PAYROLL WITHHOLDING OF UNION DUES**

Section 1: This Article is intended to cover the employees included in the Unit specified in Article I, Section 2 of their Agreement.

Section 2: The Employer, through its Payroll Office, shall deduct union dues from the pay of all employees who voluntarily authorize such deductions and who are employed in the Unit for which the Union holds exclusive recognitions and the provisions set forth herein.

Section 3: Union dues (the regular, periodic amounts required to maintain a member in good standing in the Union) shall be deducted by the Employer through its Payroll Office from an employee's pay each payroll period when the following conditions have been met:

a. The Employee is a member in good standing in the Union. However, no deduction

may exceed the amount indicated in Section 6 of this Article. (An employee may make an allotment for the payment of dues by completing the required form at any time).

b. The employee's earnings are regularly sufficient to cover the amount of the allotment.

c. The employee has voluntarily authorized such deduction on Standard Form 1187 (Request and Authorization for Voluntary Allotment of Compensation for Payment of Labor Organization Dues) procured and distributed by the Union to its members.

d. The Union will be responsible for delivering the completed Standard Form 1187 forms to the Human Resources Office, Code 1113. The Human Resources Office will certify the eligibility of the employee to have dues withheld. The Human Resources Office will forward the certified SF 1187 to the Payroll Office.

Section 4: The Union shall procure and distribute to the employees involved a Standard Form 1187 and shall complete Section A

Thereon, including the certification of the current amount of regular dues to be deducted each biweekly pay period. The amount to be withheld will be determined as follows:

a. When the amount of dues is stated on the Standard Form 1187 in terms of an annual amount (covering a period of twelve (12) months), the figure will be divided by twenty-six (26).

b. When the amount of dues is stated on the Standard Form 1187 in terms of a monthly amount, the figure will be multiplied by twelve (12) and the result divided by twenty-six (26).

c. If an erroneous dues amount is withheld, the employee will follow normal payroll inquiry procedures in questioning such deduction. The Payroll Office will recheck the amount authorized by the employee on his Standard Form 1187 and change the master record if it is in error. No attempt will be made by the Payroll Office to effect retroactive adjustment. The Union will make necessary dues adjustments directly with its members.

d. When an employee is in a nonpay status for an entire pay period, no withholding will be made to cover that pay period from future earnings, nor will the employee deposit the amount which would have been withheld if he had been in a pay status during that period. In cases where the employee's net salary is not sufficient to cover the full withholding, no deduction will be made. In this connection, all other legal and required deductions have priority over deductions for Union dues.

e. The Union shall be responsible for informing and educating its members on the program for allotments for payment of dues, its voluntary nature and the uses and availability of the required form.

Section 5: Dues deductions will begin with the first full pay period after the properly certified Standard Form 1187 has been received in the Payroll Office.

Section 6: The amount of Union dues to be deducted each biweekly pay period on

behalf of the Union shall remain as originally certified to on such allotment forms by the President or Treasurer of the Union until a change in the amount of such deduction is certified to by the authorized official of the Union and such certification of change is duly transmitted to the Payroll Office.

Section 7: Any such change in the amount of any employee's regular dues with resultant change in the amount of the allotment of such employee per biweekly pay period shall become effective with the deduction allotment made on the first complete pay period after receipt of the notice of change by the Payroll Office, or a later date if requested by the Union. Changes in the amounts of the Union's dues shall not be made more frequently than twice each twelve (12) months.

Section 8: Allotments of all member of the Union will be terminated upon loss of exclusive recognition of the Union or when this Agreement between the Employer and the Union expires or is suspended or terminated by an appropriate authority outside the Shipyard.

Section 9: An allotment for the deduction of a unit employee's Union dues may be terminated by the employee by his submission to the Payroll Office of a Standard Form 1188 (or individual substitute) properly executed in duplicate. Such termination of allotment shall be effective no earlier than one year after dues deduction authorization had been effected, provided the Standard Form 1188 was received by the Payroll Office on or before the anniversary date. Thereafter, termination of allotment for dues may be effected only during the fifteen calendar day period, 16 December through 31 December of each year. The Standard Form 1188 will be made available to unit employees by the Employer (Human Resources Office, Code 1113) upon their request. A revocation of allotment received before or after the fifteen (15) calendar day period will be returned to the employee without processing. A termination of allotment shall be effective at the start of the first full pay period following 31 December of each year. Unit employees will be responsible to see that their written revocation of allotments are received by the Payroll Office during the fifteen (15) calendar day period.

Section 10: The Union shall promptly notify the Payroll Office, in writing, when any member of the Union who has authorized dues withholding is suspended or expelled from the Union or for any reason ceases to be a member in good standing.

Section 11: The Employer, through its Payroll Office, shall transmit to the President of the Union within seven (7) working days after each pay day, the following:

a. A list, in duplicate, which shall identify the name and badge number of each employee member of the Union on voluntary allotment and the amount of the allotment deduction made for such employee member. The list shall include the total monetary amount of all such allotment deductions made for the members of the Union together with the total number of such allotment deductions. The list shall also include any allotment deductions, including voluntary revocations by employees, which are terminating with the pay period covered and those employees whose pay was not sufficient to cover the full amount of the Union dues deduction.

b. A check drawn on the Treasury of the United States and made payable to the Union in an amount equal to the grand total of all such monetary allotment deductions made.

Section 12: This article for Payroll Withholding of Union Dues shall become effective within fifteen (15) calendar days from the date of this Agreement is approved by the Department of the Navy Washington, D.C., and will supersede and replace the current agreement for dues withholding between the Employer and the Union.

## **ARTICLE XXVIII**

### **GREIVANCE PROCEDURES**

Section 1: The purpose of this Article is to provide an orderly procedure for the processing of grievances of employees and the parties to this Agreement. Grievances to be processed under this Article concern disputes relative to the interpretation or application of the Agreement and other matters relating to conditions of employment which are within the discretion of the Employer.

Section 2: Matter excluded from coverage under this Article are:

a. Terminations of temporary appointments, Veterans Re-Adjustment Appointments and terminations during a probationary or trial period.

b. Equal Employment Opportunity (EEO) complaints; appealable under part 713 of Regulations.

c. Any claimed violation of Subchapter III of Chapter 73 of Title V, U.S.C. (relating to prohibited political activities).

d. Retirement, life insurance or health insurance matters.

e. A suspension or removal under Section 7532 of Title V, U.S.C.

f. Any examination, certification or appointment.

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

h. Reduction in Force actions and denial of within grade increases; appealable to M.S.P.B.

i. Non-selection for promotion from a group of properly ranked and certified candidates (other merit promotion grievances will be processed under Section 10 of this Article).

j. A proposed action

k. Adoption or nonadoption of a beneficial suggestion

Section 3: When an employee/union grievance involves a question relating to the interpretation of published higher authority politics, rules or regulations, processing of the grievance beyond Step 2 of the procedure shall be delayed until the policy, rule or regulation has been interpreted by an authorized representative of the proponent of the policy, rule or regulation.

In such cases, the Union will submit a request for the proper interpretation to the appropriate level of the Department of the Navy, Department of Defense or other higher authority Agency.

Within five (5) work days of receipt of the response to the Union's request, the employee or the Union may further process the grievance to Step 3 of the procedure.

Section 4: When an employee uses these procedures and has a representative, the representative must be an individual appointed or approved by the Union President. However, an employee may exercise his right to process his grievance through this procedure on his own behalf under the following conditions:

a. The adjustment of the grievance must not be inconsistent with the terms of this Agreement.

b. The Union is given the opportunity to be present during the grievance proceeding.

c. The grievance may not be referred to arbitration.

d. Any decision at the Shipyard Commander's level shall be final.

Section 5: Grievances submitted under this Article must be presented to the lowest appropriate supervisory/management official within fifteen (15) calendar days of the date of a particular act or occurrence, or the date the grievant became aware of the act or occurrence, giving rise to the grievance. Grievances concerning disciplinary actions must be presented within fifteen (15) calendar days of the date of the reprimand or the first day of a suspension to the next higher level of supervision over the supervisor who effected the action.

Section 6: All the time limits specified in this Article may be extended by mutual agreement of the Union and the cognizant representative of the Employer for valid reasons provided a request for extension is presented prior to the end of the prescribed time limit.

Section 7: The Union and the Employer agree that when several employees have an identical grievance (where no individual variations are involved), the Employer will call the aggrieved employees together and the Union will select one case for processing

under the grievance procedure. The employees will be advised that in processing one grievance for the group, the decision on the case selected will be binding in all other cases. Names of all employees involved in this procedure will be made a part of the record of the case selected for processing and when a decision is made on the grievance, each employee will receive a copy of the decision.

Section 8 - Union initiated grievances covered by this Article will be submitted at the lowest appropriate step of the grievance procedure. Employer initiated grievances will be submitted to the Union President for resolution within fifteen (15) calendar days after the Employer learns of the event out of which the grievance arose. If the matter is not resolved to the Employer's satisfaction within twenty (20) calendar days, the Employer may refer the matter to arbitration in accordance with Article XXIX.

Section 9 - The following procedure shall apply in processing grievances covered by this Article, (except those related to the Merit Promotion Program or Performance

Appraisal Program) (covered under Section 10 and 11 respectively):

Step 1: The grievant shall first discuss his grievance informally with the lowest appropriate supervisory official, advising him that he is initiating a grievance under this negotiated procedure. The grievant may be accompanied and represented by one Union Representative at this discussion. The supervisor shall promptly conduct an investigation of the matter and shall give his decision orally to the grievant within seven (7) calendar days.

Step 2:

a. If the grieving party is dissatisfied with the Step 1 decision, the grievance will be reduced to writing and submitted within seven (7) calendar days of the Step 1 decision to the Chief of Police. The written grievance, signed and dated by the grieving party, shall state as specifically as possible the matter being grieved, the Article and Section of the Agreement, or other reference, alleged to have been violated, the corrective action desired, the

name of the supervisor with whom the Step 1 discussion was held, the date of that discussion and the date of the Step 1 decision was given.

b. The Chief will meet and discuss the grievance with the grievant and Union Representative, if any, within seven (7) calendar days after receipt of the written grievance. At this meeting, the grievant may present additional information and any statements from witnesses, if any, that may be pertinent to the issue(s). The Chief shall render a decision to the grievant, in writing, as soon as practicable, usually within seven (7) calendar days after the meeting. A copy of the decision shall be provided to the grievant's representative, if any, and the Union President.

Step 3: If the decision at Step 2 is unacceptable, the grieving party may further process the grievance to the Security Officer within seven (7) calendar days of receipt of the Step 2 decision, or no later than twenty (20) calendar days of the date of receipt of the Step 2 grievance submitted if the grievant has not received a reply on

the Step 2 grievance. Upon receipt of a grievance appeal, the Security Officer will make a comprehensive review of the matter, conduct any additional inquiry he considers warranted, and issue a decision to the grievant in writing, with a copy to the grievant's representative, if any, and the Union President, within fifteen (15) calendar days after receipt of the Step 3 grievance appeal.

Step 4: If the decision at Step 3 is not satisfactory, the grieving party may further process the grievance to the Shipyard Commander. The appeal shall be in writing and submitted within seven (7) calendar days of receipt of the Step 3 decision or no later than 20 calendar days of the date of receipt of the Step 3 appeal submitted if the grievant has not received a reply on the Step 3 appeal. The Shipyard Commander shall review the grievance record and issue a decision within twenty (20) calendar days after receipt of the grievance appeal. A copy of the decision shall be forwarded to the grievant's representative, if any, and the Union President. If the decision at this Step is unsatisfactory to

the Union, the Union may further process the case to Arbitration within 20 calendar days of receipt of the Step 4 decision in accordance with the provisions of Article XXIX.

#### Section 10: Merit Promotion Grievances

This procedure is to be used for processing grievances which protest rating of qualifications and/or rankings under the Shipyard Merit Promotion Plan.

##### Step 1:

a. When initiating a grievance, the grievant must give sufficient information to identify the grievance and indicate the corrective action desired. The corrective action must be directed personal to the grievant. Vague or general allegations of "Merit Promotion Violations" which seek selection for promotion as a corrective action will not be processed. There are no regulatory provisions which prescribe the selection process. Therefore, unless Shipyard Merit Promotion policies prescribe specific selection procedures which are alleged to have been violated, grievances

which protest non-selection are not covered.

b. The written grievance will be forwarded, by the grievant or his immediate supervisor, to the Industrial Relations Officer Staffing Specialist involved in the action being grieved.

(1) The Staffing Specialist will, within ten (10) calendar days:

(a) Meet with the grievant and his representative (if any) to discuss the grievance.

(b) Prepare a Grievance Record Report.

(c) If the grievance is not resolved in a manner acceptable to the grievant, the grievance will be forwarded to the appropriate Employment Division Branch Head for review. Such review will be based on documentary evidence.

Step 2:

a. The appropriate Branch Head will, within ten (10) calendar days:

(1) Review the grievance and prepare the findings.

(2) Inform the grievant, in writing of the findings on the grievance, indicating that the grievant may appeal the decision, within seven (7) calendar days of receipt of the decision, to the Head, Employment Division.

Step 3:A grievant may appeal the Step 2 decision, in writing, to the Head, Employment Division, within seven (7) calendar days of completion of action at Step 2. A grievant who has submitted a grievance within the time limits and who has not received a Step 2 decision on the informal grievance within 23 calendar days may submit a grievance directly to the Head, Employment Division, not later than 30 calendar days after initiating the grievance.

a. Upon receipt of a Step 3 grievance, the Head, Employment Division, will, after reviewing the grievance, either conduct

Fact-finding personally or request a third party fact-finder. When the Division Head determines third party fact-finding is necessary, he will identify the issues which are to be addressed, and forward the grievance case file to Code 1113 and indicate that the services of a third party fact-finder are requested. The Division Head will establish a time frame for completion of the fact-finding, which will permit completion of the grievance procedure within sixty (60) calendar days of the date the Step 3 grievance was filed.

b. Code 1113 will assist the Division Head in obtaining a third party fact-finder from an appropriate source. Code 1113 will forward the grievance case file to the third party fact-finder, with a copy of the forwarding letter to the grievant, his representative, and the Union President. The fact-finder will address only those issues accepted for processing by the Head, Employment Division. The fact-finder, who may also be requested to make recommendations, will submit a written report of the facts to the Head, Employment Division, within the designated time frame.

c. A written decision, containing findings and the reason(s) for the decision will be issued by the Head, Employment Division, within seven (7) calendar days of the date he receives the grievance from the fact-finder.

Step 4:

a. If the Head, Employment Division issues a decision and the grievant is dissatisfied with that decision, he may appeal the decision to the Director of the Human Resource Office. Such appeal must be in writing and must contain information relating to the reasons for the appeal. The appeal must be filed within seven (7) calendar days of receipt of the Head, Employment Division decision.

b. The Director's of the Human Resources Office decision will be based on the grievance case record and will be issued within ten (10) calendar days of receipt of the appeal.

Step 5:

Within fifteen (15) calendar days after the Step 4 decision, the Union may request that the matter be referred to arbitration in accordance with the Article on Arbitration.

#### Section 11: Performance Appraisal Grievances

This procedure will be used for processing grievances relating to the Basic Performance Appraisal Program. The content of performance elements and standards assigned may not be grieved; however, the individuals ratings, summary rating, or related matters to the appraisal program may be grieved.

##### Step 1:

a. The grievance must be presented to the supervisor who rated the grievant's performance.

b. The supervisor will process the grievance as follows:

(1) Meet with the grievant and representative (if any) to discuss the grievance. Inform the grievant and representative

(if any) orally or in writing of his findings on the grievance within seven (7) calendar days of the meeting.

(2) Prepare a Grievance Record Report

(3) If the grievance is resolved, the supervisor and the grievant will sign and date the Grievance Record Report Form to that effect.

(4) If the grievance is not resolved, the supervisor will advise the grievant that he will arrange for review of the grievance by the Reviewing Official.

(5) The supervisor will forward the Grievance Record Report to the Reviewing Official via the Administrative/Employee Relations Assistant noting that the grievance is unresolved.

(6) The Administrative/Employee Relations Assistant will forward the Grievance Record Report to the Reviewing Official and inform the grievant of the date and the time of the Step 2 meeting.

Step 2:

- a. The Reviewing Official shall make necessary inquiries and meet with the grievant and his representative (if any) to discuss the grievance; inform the grievant orally or in writing of his decision within seven (7) calendar days of the meeting.
- b. Document the decision on the Grievance Record Report.
- c. If the grievance is resolved, the Reviewing Official and the grievant will sign and date the Grievance Record Report to that effect.
- d. If the grievance is unresolved, the grievant shall be advised orally or in writing that he may appeal the decision, in writing, to the Security Office within seven (7) calendar days from receipt of the Step 2 decision.
- e. The Reviewing Official shall forward the Grievance Record Report to the Security Officer, with a copy to the Human Resources Office (Code 1113), noting that

the grievance is unresolved and indicate the date of completion of Step 2.

- f. A grievant who has submitted a grievance within the time limits and who has not received a final reply on the Step 2 grievance within 23 calendar days, may submit a grievance to the Security Officer not later than 30 calendar days after initiating the grievance.

Step 3:

- a. Upon receipt of a Step 3 grievance, the Security Officer will, after reviewing the grievance, either conduct fact-finding personally or request a third party fact-finder. When the Security Officer determines third party fact-finding is necessary, he will identify the issues which are to be addressed, establish a time from for completion of the grievance procedure within sixty (60) calendar days of the date the Step 3 grievance was filed, and forward the grievance case file to Code 1113 who will assist by obtaining a third party fact-finder from an appropriate source. Code 1113 will forward the grievance case file to

the third party fact-finder, with a copy of the forwarding letter to the grievant, his representative, and the Union President.

b. The fact-finder will address only those issues accepted for processing by the Security Officer. The third party fact-finder, who may also be requested to make recommendations, will submit a written report to the Security Officer within the designated time frame.

c. A written decision, containing pertinent findings and the reason(s) for the decision will be issued by the Security Officer within seven (7) calendar days of the date he receives the grievance from the fact-finder.

Step 4: Within fifteen (15) calendar days after the Step 3 decision, the Union may request that the matter be referred to arbitration in accordance with the Article on Arbitration.

Section 12: In the even either party should declare a grievance non-grievable or non-arbitrable, there will be a bifurcated

arbitrability procedure, with the threshold issue being heard first.

## **ARTICLE XXIX**

### **ARBITRATION**

Section 1: Only the Employer of the Union may refer an appropriate matter to arbitration. The parties will endeavor to agree on the selection of an arbitrator upon receipt of an arbitration request. Lacking agreement, either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) Arbitrators. The parties shall either mutually agree on the selection of an Arbitrator or use the strike out method until one Arbitrator remains as the selectee.

Section 2: The arbitration hearing(s) shall be held at the Shipyard and during the regular day shift hours; excluding weekends and holidays. Witnesses who have completed testifying will be considered observers to the extent they remain past their regular tour-of-duty, and the Employer will not

Incur overtime expense for such periods. Similarly, the aggrieved and his representative, if employees and otherwise in a duty status, shall suffer no loss of pay or benefits for participation during the arbitration hearing. Under no circumstance will the Employer incur any travel or per diem costs of union witnesses.

Section 3: The fee and documented expenses of the Arbitrator, and any cost of a hearing reporter and transcript, shall be borne equally by the parties. Only in extraordinary situations, and upon application by either party to the Arbitrator, may the Arbitrator direct otherwise. This latter provision is intended to protect both parties from an unwarranted abuse of the Arbitral Resort, i.e., in a case where either party's case is clearly and wholly without merit. In the even that either party withdraws a grievance from arbitration at the last minute, as opposed to settlement, they will bear the entire cost of the arbitration cancellation fee.

Section 4: The Arbitrator shall not be governed by legal rules of evidence but may

receive any logical evidence which the Arbitrator may deem to have probative value. The decision of the Arbitrator shall be final and binding on the parties and unit employees except that either party may file exceptions to such decisions with the Federal Labor Relations Authority in accordance with procedures established by the Authority. The Arbitrator shall have no power to add to, subtract from, or modify any terms of this Agreement or any Agreements made supplementary thereto. The Arbitrator shall be asked to render a decision within thirty (30) calendar days after the case was presented for arbitration.

## **ARTICLE XXX**

### **DURATION AND CHANGES**

Section 1: This Agreement shall remain in full force and effect for two (2) years from the date of approval by the Agency Head. It is further provided that this Agreement shall automatically terminate at any time it is determined that the Union is no longer entitled to exclusive recognition under Title VII of Public Law 95-454. Amendments

To this Agreement made during its term are subject to approval of the Agency Head.

Section 2: At least 60 but not earlier than 105 calendar days prior to the two year expiration date of this Agreement, and provided the Agreement has not been terminated at an earlier date, the Employer or the Union will notify the other, in writing, of their desire to meet for the purpose of commencing the negotiation of a new Agreement. If such notice is not given, this Agreement will remain in effect for an additional year. Should the Union's exclusive recognition or the unit be challenged by the Employer and/or another labor organization, the negotiations, if started, will be suspended pending resolution of such challenge.

Section 3: The termination of this Agreement as provided herein shall not in and of itself serve to terminate the exclusive recognition of the Union as long as the Union shall be eligible for such recognition under the applicable regulations.

Section 4: Modifications or amendments of

this Agreement may be required because of change in applicable laws and regulations of higher authority after the date of this Agreement. When such laws and regulations substantially affect any of the terms and conditions of this Agreement, the parties will meet for the purpose of negotiating language modifying the Agreement. Requests for such amendments must include a summary of the amendments proposed and must make reference to the appropriate order, regulation, or instruction upon which such amendment request is based. The parties shall meet within reasonable time (not to exceed 30 calendar days) after receipt of such request to open negotiations on such matters. No changes shall be considered expect those bearing directly on and falling within the scope of such regulations. Such amendments agreed to will be duly executed by the parties and will become effective on the date the amendment is approved by the Agency Head. No other modification or amendment may be made to this agreement unless mutually agreed to by the parties.

Section 5: No agreement, alteration, understanding, variation, waiver, or modification

of any terms or conditions contained herein shall be made by any employee or group of employees with the Employer, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and the same has been ratified by the Union and approved by the approving authority.

Section 6: The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of the terms and conditions herein.

### **ARTICLE XXXI**

#### **NON-DISCRIMINATION**

Section 1 - The Union and the Employer affirm their joint opposition to any discriminatory practices in connection with employment.

In witness whereof, the parties hereto executed the Agreement on this 4<sup>th</sup> day of November 1994.

FOR THE UNION

Redacted  
President and Chief Negotiator

FOR THE EMPLOYER

Redacted  
Chief Negotiator

Redacted  
Negotiator

Redacted  
Negotiator

APPROVED:

Redacted  
Captain, USN  
Shipyard Commander