

NEGOTIATED AGREEMENT

BETWEEN

SUPERVISOR OF SHIPBUILDING,
CONVERSION AND REPAIR, USN,
GULF COAST
(SUPSHIP Gulf Coast)

AND

NATIONAL ASSOCIATION OF
GOVERNMENT EMPLOYEES
(NAGE)

TABLE OF CONTENTS

| Art. Title | Page No. |
|--|----------|
| PREAMBLE..... | 1 |
| WITNESSETH..... | 2 |
| 1. RECOGNITION AND UNIT DESIGNATION..... | 3 |
| 2. PROVISIONS OF LAW AND REGULATIONS..... | 4 |
| 3. EMPLOYER RIGHTS..... | 5 |
| 4. EMPLOYEE RIGHTS..... | 6 |
| 5. UNION RIGHTS AND OBLIGATIONS..... | 8 |
| 6. UNION REPRESENTATION AND OFFICIAL TIME..... | 10 |
| 7. NEGOTIATIONS..... | 12 |
| 8. PAYROLL WITHHOLDING OF UNION DUES..... | 14 |
| 9. DEFINITIONS..... | 16 |
| 10. FACILITIES..... | 17 |
| 11. WORK SCHEDULES..... | 18 |
| 12. CREDIT HOUR PROGRAM..... | 20 |
| 13. OVERTIME..... | 22 |
| 14. HOLIDAYS..... | 24 |
| 15. MEDICAL FLEXIPLACE PROGRAM..... | 25 |
| 16. DUTY ON SHIPS UNDERWAY..... | 30 |
| 17. ANNUAL LEAVE..... | 32 |
| 18. SICK LEAVE..... | 34 |
| 19. FAMILY LEAVE..... | 38 |
| 20. COURT LEAVE..... | 41 |
| 21. EXCUSED ABSENCES..... | 42 |
| 22. LEAVE WITHOUT PAY (LWOP)..... | 43 |
| 23. ADVERSE WEATHER..... | 44 |
| 24. TRAINING AND EMPLOYEE DEVELOPMENT..... | 45 |
| 25. TEMPORARY DUTY TRAVEL..... | 47 |
| 26. SAFETY, HEALTH AND INDUSTRIAL HYGIENE..... | 48 |
| 27. ON THE JOB INJURIES..... | 50 |
| 28. STANDARDS OF CONDUCT..... | 51 |
| 29. CIVILIAN EMPLOYEE ASSISTANCE PROGRAM..... | 53 |
| 30. EQUAL EMPLOYMENT OPPORTUNITY..... | 54 |
| 31. POSITION DESCRIPTIONS AND CLASSIFICATIONS..... | 55 |
| 32. PERFORMANCE EVALUATION..... | 57 |
| 33. AWARDS..... | 58 |
| 34. BENEFICIAL SUGGESTION PROGRAM..... | 59 |
| 35. DETAILS AND TEMPORARY PROMOTIONS..... | 60 |
| 36. MERIT PROMOTION..... | 62 |
| 37. REDUCTION-IN-FORCE, TRANSFER OF FUNCTION, REORGANIZATION 64 | |
| 38. DISCIPLINARY AND ADVERSE ACTIONS..... | 65 |
| 39. GRIEVANCE PROCEDURE..... | 67 |

TABLE OF CONTENTS (Continued)

| Art. | Title | Page No. |
|------|---|----------|
| 40. | ARBITRATION..... | 73 |
| 41. | CONTRACTUAL WORK..... | 75 |
| 42. | UNION FACILITIES AND SERVICES..... | 77 |
| 43. | BULLETIN BOARDS AND PUBLICITY..... | 79 |
| 44. | UNION TRAINING SESSIONS..... | 80 |
| 45. | REASSIGNMENT..... | 81 |
| 46. | MISCELLANEOUS AND GENERAL PROVISIONS..... | 82 |
| 47. | DISTRIBUTION OF THE AGREEMENT..... | 83 |
| 48. | DURATION OF AGREEMENT..... | 84 |
| | SIGNATURE PAGE | |

PREAMBLE

In accordance with Chapter 71 of Title 5 of the U.S. Code, and subject to all applicable statutes and regulations, the following articles constitute an agreement by and between the Supervisor of Shipbuilding, Conversion and Repair, Gulf Coast, Pascagoula, Mississippi, hereinafter referred to as the "Employer," and the National Association of Government Employees, SEIU, hereinafter referred to as the "Union" (jointly referred to as "the parties").

WITNESSETH

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

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

WHEREAS, it is in the public interest to inform employees concerning their rights and responsibilities involving personnel policies, practices, procedures, and matters affecting the conditions of their employment; and

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

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

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

ARTICLE 1: RECOGNITION AND UNIT DESIGNATION

The Employer recognizes the Union as the exclusive bargaining representative of the following certified unit of employees:

Included: All nonprofessional employees of the U.S. Department of the Navy, Supervisor of Shipbuilding, Conversion and Repair, Gulf Coast, Pascagoula, Mississippi.

Excluded: All management officials, supervisors, professional employees and employees described in 5 USC § 7112(b)(2), (3), (4), (6), and (7).

ARTICLE 2: PROVISIONS OF LAW AND REGULATIONS

Section 1. In the administration of all matters covered by this Agreement, officials and employees are governed by existing and future laws, executive orders and regulations of appropriate authorities; by published agency policies and regulations in existence at the time this Agreement is approved and subsequently published agency policies and regulations required by law or by regulations of appropriate authorities. Should a conflict arise between this document and an Agency policy or regulation, this document shall govern.

Section 2. The fact that the Union agrees to published agency policies and regulations in existence at the time the agreement is approved does not preclude the Union from requesting to meet and negotiate on impact and implementation or substantive bargaining of any agency policy and regulation.

Section 3. Changes in Existing Law or Regulation

Subject to the limitations in 5 U.S.C. Chapter 71, the Department shall not establish or change any personnel policy, practice, or working condition which terminates or conflicts with the specific terms or conditions of this Agreement. However, amendments may be required after the effective date of the Agreement because of new laws, changes to existing laws, or regulations or appropriate authorities. When such circumstances require, the Parties shall attempt to meet within 30 calendar days after the effective date of such events for the purpose of negotiating appropriate arrangements and procedures concerning amendments required to bring this Agreement into conformity with the new laws, changes to existing laws or regulations of appropriate authorities. Amendments resulting from these negotiations shall be effective upon signing by the Parties unless a later date is agreed to by the Parties.

ARTICLE 3: EMPLOYER RIGHTS

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

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

b. In accordance with applicable laws

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

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

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

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

(b) Any other appropriate source;

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

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

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

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

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

ARTICLE 4: EMPLOYEE RIGHTS

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

Section 2. Employees have the right to be represented by an attorney or by a representative, of their choice, in any grievance or statutory appeal action, except those subject to the negotiated grievance procedures.

Section 3. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization, except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction as delineated in Article 8 of this Agreement.

Section 4. In accordance with the Federal Service Labor Management Relations Statute Section 7114 (a) (3), the Employer will post a notice of Right of Representation for all bargaining unit employees on an annual basis. This notice will be posted on all Official Bulletin Boards and will remain posted until the next annual notice is published and posted.

Section 5. When the Employer conducts an investigatory interview, the employee being interviewed is entitled, upon the employee's request, to the presence of a Union representative, if the employee has reasonable grounds to believe that the interview may result in disciplinary action against him.

Section 6. The employee has the right to confer with the Union during duty hours concerning grievances, complaints, appeals or other appropriate matters. An employee desiring to confer with the Union representative will make the request for time to his immediate supervisor or designee and obtain approval prior to leaving his work area. Such absences from the work area will be limited to reasonable amount(s) sufficient in duration to conduct discussions and/or actions deemed necessary. The employee shall report back to the supervisor when returning to the work area and record the amount of time in accordance with command timekeeping requirements.

Section 7. The employer agrees, that to the extent possible and in accordance with applicable laws, rules, and regulations, to make every effort to ensure that bargaining unit employees are given fair and equitable treatment in all matters concerning conditions of employment.

Section 8. The employee has the right-

a. To see his Official Personnel Folder (OPF) and any other files related to his employment upon request. In addition, an employee may authorize, in writing, representatives to examine his file. Normally the OPF will be available within 3 days of the request.

b. To have the contents of his OPF protected from unauthorized disclosure. Release of such information will be only as permitted under Federal law and applicable regulations.

Section 9.

a. To the extent it is within Management's control, when an employee is to be served with a warrant or subpoena, it will be done in private without knowledge of other employees.

b. The Employer recognizes its responsibility to protect the privacy of employees. The Employer's collection and disclosure (to include posting) of personal information concerning employees will be consistent with the provisions of the Privacy Act and the Freedom of Information Act. The Employer will only use employee Social Security numbers when required by law, regulation, or Executive Order.

Section 11. Senior Executive employees and military personnel will be shown respect in a manner that is customary in a particular work environment.

ARTICLE 5: UNION RIGHTS AND OBLIGATIONS

Section 1. The Union shall be entitled to act for and to negotiate agreements covering all employees in the bargaining unit and shall be responsible for representing the interests of all such employees without discrimination and without regard to Union membership.

a. The Union agrees it shall not discriminate regarding membership because of race, color, religion, sex, national origin, age, or handicapping conditions in accordance with applicable laws and regulations.

b. The Employer recognizes that Labor Relations are an essential component of the Agency mission; therefore, Union officials shall be treated with respect.

Section 2. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment.

Section 3. Under normal circumstances, the Employer will notify the Union before conducting surveys or polls involving bargaining unit employees. Surveys will be voluntary and employee responses confidential unless employees are notified in advance by the Employer. Survey results, redacted to protect employee anonymity, will generally be provided to appropriate Union officials.

Section 4. The Employer will furnish to the Union, upon request and, to the extent not prohibited by law, data for which the union has a particularized need:

a. Which is normally maintained by the agency in the regular course of business; and

b. Which is available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and

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

Section 5. All new employees shall at the time of appointment be informed by the Employer that NAGE is the exclusive representative of employees in the unit. Each new bargaining unit employee shall receive a copy of the agreement from the Employer together with a list of the officers and representatives of the Union. The Union President or his designee shall be invited to all Command New Employee Orientation training sessions.

ARTICLE 6: UNION REPRESENTATION AND OFFICIAL TIME

Section 1. The Union agrees to furnish the Employer a complete written list of its officials and stewards promptly upon approval of this Agreement. A revised complete list will be furnished the Employer promptly upon election of officials and upon appointment or change (including deletion) of the stewards. No official or steward will be recognized or will be entitled to official time for Union representation whose name does not appear on the list.

Section 2. For the purpose of official time the Employer recognizes the following union positions:

- President
- Executive Vice President
- Vice President
- Secretary
- Treasurer
- Chief Steward
- Ten (10) Stewards

Section 3. Official time as necessary to carry out their duties within the scope of this Agreement is authorized as follows:

- President - sixty (60) hours per pay period;
- Executive Vice President - forty (40) hours per pay period;
- Chief Steward - forty (40) hours per pay period;
- Secretary } a bank of forty (40) hours
- Treasurer } per pay period;
- Vice President }
- Stewards - reasonable time.

a. Generally, representational duties and responsibilities will be accomplished during the above times.

b. Additional official time shall be authorized for negotiations, third party proceedings and Weingarten situations.

Section 4. Official time is not authorized for the following:

- Organizing efforts;
- Solicitation of membership;
- Collection of dues or other assessments;
- Circulation of petitions;

Solicitation of signatures on dues withholdings
authorizations;
Campaigning for labor organization office;
Distribution of union literature;
Membership meetings; and
Internal elections.

Section 5. Union representatives, excluding the President and Executive Vice President, are required to obtain supervisory permission before performing representational functions. Official time shall be requested as far in advance as practicable to avoid unnecessary interruption of required work. The Union representative shall identify the general nature of the matter requiring representational services. The immediate supervisor, or next available manager in the employee's supervisory chain, contingent on work exigencies, will grant official time.

a. The Union recognizes that the operational requirements (e.g., sea trials, training, and Quarterly Progress Reports) of the Employer would be an exception to the above authorized official time.

b. The Union President will coordinate the use of official time with the Employer to support accomplishment of the Agency's workload requirements.

Section 6. Representatives of the Union will be authorized reasonable access to telephones of the Employer, as needed in the conduct of authorized representational activities.

Section 7. Authorized representatives of NAGE shall be allowed to visit the Activity, including all bargaining unit locations, on appropriate Union business, subject to applicable regulations.

ARTICLE 7: NEGOTIATIONS

Section 1. Matters appropriate for negotiation between the parties are those pertaining to personnel policies, personnel practices and working conditions which are within the discretion of the Employer and are appropriate for consultation or negotiation under applicable law.

Section 2. Negotiation is defined as collective bargaining between the Employer and the Union with the objective of reaching written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations and published policies.

Section 3.

a. The Employer agrees to notify the Union president/designee, in writing, prior to the planned implementation of a proposed change in conditions of employment. The notification will be sufficiently specific to describe the proposed change(s).

b. The Union shall have ten (10) workdays from the date of notification to request bargaining and a meeting to discuss the issue(s). The request shall be in writing, but proposals do not have to be reduced to writing. The Union will have twenty (20) workdays from the date of the meeting to forward written proposals.

c. If the Union does not request bargaining within the time limit, the Employer may implement the proposed change(s).

d. The Employer shall have five (5) workdays from the date of receipt of Union initiated proposed changes to conditions of employment to forward written proposals to the Union.

e. Bargaining will commence within ten (10) workdays, unless otherwise agreed upon by the parties. Ground rules may be negotiated as needed.

Section 4. It is recognized that this Agreement is not all inclusive, and the fact that certain working conditions have not been specifically covered in the Agreement does not lessen the responsibility of either party to meet with the other for discussion and exchange of views and/or negotiations in an

effort to find mutually satisfactory solutions to matters related to policies, practices, procedures and conditions of employment not covered by this Agreement.

Section 5. Issues regarding negotiability of an item under discussion will be resolved in accordance with applicable provisions of Title V of USC and the rules and regulations of the Federal Labor Relations Authority.

Section 6. Nothing in this agreement prohibits the Union or the Employer from initiating proposals appropriate for mid-term bargaining. Bargaining procedures of this article apply.

ARTICLE 8: PAYROLL WITHHOLDING OF UNION DUES

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

a. The employee's salary for the payroll period involved is sufficient to cover the amount of the dues after legal deductions and allotments have been made.

b. The employee has voluntarily completed a request for such allotment from his pay with full knowledge of the limitations on revocation of the authorization.

c. The employee is included in the unit for which exclusive recognition has been granted.

Section 2.

a. The Union agrees to provide to its members in good standing the Request for Payroll Deductions for Labor Organization Dues (SF 1187), and to receive completed forms from members who want to request allotment. The President or Secretary of the Union is designated to receive completed forms, to enter the current amount of the regular dues to be deducted for the member each pay period, and to determine whether the member is in good standing with the Union. The Union will then submit the forms for processing.

b. Allotments authorized on properly completed and certified forms, which are received by the Employer, will be processed in an expeditious manner.

Section 3. The Employer will withhold the amount of regular dues set by the Union from the pay of each employee for whom it has a properly executed current allotment authorization. If the amount of regular dues is changed, the Union will notify the Employer in writing of the change. Only one (1) such change will be made in any period of twelve (12) consecutive months.

Section 4. The Employer will terminate an allotment:

a. At the end of the pay period following notification of loss of exclusive recognition by the Union.

b. At the end of the pay period during which an employee separates from the unit or moves to a position not included within the unit of recognition.

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

d. Upon receipt of a properly completed SF 1188, at the beginning of the first pay period one (1) calendar year after the employee's dues have been withheld, or if the allotment is not revoked at the end of the first year it has been in effect, any revocation will be effective on the first pay period beginning on or after April 1. Employees desiring to submit a revocation form (SF 1188) must submit the completed form during the six (6) weeks prior to the revocation period to the Employer. A copy of these forms will be provided to the local Union.

Section 5. A supply of SF 1188s will be maintained by the appropriate Budget and Finance Office. An employee may request one of these forms personally or in writing from the Budget and Finance Office. The form will be released only upon proper request of an employee.

Section 6. Remitting the amounts withheld. Upon disbursement for each pay period, the Payroll Office will certify for payment the net amount of dues withheld from employee salaries and forwarded to the designated NAIL bank account. The Union will be provided a report of the employee members designated by their Union local number, who have current allotment authorizations on file; the amount withheld from each person's pay; and a statement showing the total amounts withheld and the net balance remitted. Also identified will be those employees whose pay was not sufficient to cover the full amount of the deductions and whose allotments are being terminated at the beginning of the next pay period. A copy of this listing will also be provided to the Local.

ARTICLE 9: DEFINITIONS

"Conditions of employment" means personnel policies, practices and matters, whether established by rule, regulation or otherwise, affecting working conditions as defined by law.

"Commuting Area" is defined as a radius of thirty-five (35) miles from the employee's official duty station.

When "Administratively Acceptable Evidence" is used in this negotiated agreement, it is defined as that evidence a REASONABLE person would accept as sufficient under the same or similar circumstances.

"Mid-term bargaining" is defined as all negotiations, including Union, Department, or Management initiated, which occur during the duration of this Agreement, concerning changes to conditions of employment not covered by the terms of this Agreement. Nothing shall preclude the Parties from negotiating procedures and appropriate arrangements which management officials will observe in exercising any rights under 5 USA § 7106.

"Supervisor" means an individual having authority to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action by the consistent exercise of independent judgment.

"Management official" means an individual in a position of which the duties and responsibilities require or authorize the individual to formulate, determine or influence Employer policies.

"Seniority" means an individual's length of service as determined by that individual's service computation date (SCD).

"Work Unit" is defined as the lowest subdivision within a department.

ARTICLE 10: FACILITIES

Section 1. The Union recognizes that the Employer is a tenant of contractor-provided facilities and that the Employer owns no real property. Facilities, such as office spaces, are provided to the Employer by the Contractor at the contract-specified work site. Contractor-provided facilities are subject to inspection by the Union for conformance to the provisions of the Safety, Health and Industrial Hygiene article.

Section 2. The Employer will make every effort to ensure that adequate parking spaces at the New Orleans, Pascagoula, and other work locations are reasonably available for all employees.

Section 3. Due to the possible contractual liability to the Employer, employees may not address contractor facilities with the contractor. However, Union concerns with respect to contractor provided facilities will be brought to the Employer for resolution. The Employer is responsible for resolving and/or enforcing facility requirements and will advise appropriate Union officials concerning such matters when the facility requirements affect bargaining-unit employees. The Agency will designate a management point of contact to advise Union officials regarding specific facility issues of concern to the Union.

ARTICLE 11: WORK SCHEDULES

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

Section 2. The basic workweek normally will consist of five (5) consecutive eight (8) hour workdays, Monday through Friday inclusive. Employees shall be granted, in a no paid basis, at least one-half (1/2) hour but not more than one (1) hour for lunch each workday.

Section 3. Employees may work either a Flexible or Compressed work schedule as provided in the U.S. Code and OPM implementing regulations, including the OPM Handbook on Alternative Work Schedules.

Section 4. Compressed Work Schedule.

Typical types of compressed schedules include:

a. "5-4-9" is a compressed work schedule that includes eight workdays of nine hours each, plus one workday of eight hours within the biweekly pay period with three consecutive days off each biweekly pay period. A lunch band from 1100 to 1300 for a 30 minute lunch break is available each day.

b. "4-10" is a compressed work schedule that includes eight workdays of ten hours each in the biweekly pay period. Three consecutive days off are scheduled between work weeks. A lunch band from 1100 to 1300 for a 30 minute lunch break is available each day.

Section 5. Flexible Work Schedules.

Employees may work flexible work schedules; the workday consists of five time bands:

- 1 - morning flextime band from 0600 to 0830 hours
- 2 - morning core time band from 0830 to 1100 hours
- 3 - lunch band from 1100 to 1300 hours
- 4 - afternoon core time band from 1300 to 1430 hours
- 5 - afternoon flextime band from 1430 to 1800 hours

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

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

Section 7. Employees may submit their preferred work schedules to their immediate supervisors for approval/disapproval. The first-level supervisor will make the final determination as to the actual work schedule of his/her employee, taking into consideration the employee's preferred schedule, Service Computation Date (SCD), and the needs of the Command in performing its mission. Written reasons for denial of participation will be provided. Reasons for denial will be neither arbitrary nor capricious.

Section 8. The Employer will comply with OPM and statutory requirements in the event it determines it is necessary to terminate an alternate work schedule.

Section 9. The Employer reserves the right to make shift changes in order to meet workload demands. The Employer agrees to notify employee(s) at least seven (7) calendar days before the beginning of the first administrative workweek affected by a change in tours of duty. Revisions to tours of duty within the seven day notice period may occur where the Employer would otherwise be handicapped in carrying out its mission or costs would be substantially increased. The beginning of an employee work week shall not be changed in order to avoid payment of overtime.

Section 10. When assigning employees to temporary shift changes, the Employer will request qualified volunteers. The most senior qualified volunteer (based on SCD) will be offered the assignment. When volunteers are insufficient to meet the Employer's requirements, assignments will be made using reverse seniority based on leave SCD. At the request of the Union, the Employer will make a reasonable effort to equitably rotate shifts among qualified volunteers or, when there are no volunteers, by using reverse seniority.

Section 11. The Employer agrees to grant each employee reasonable break periods.

ARTICLE 12: CREDIT HOUR PROGRAM

Section 1. Credit hours means any hours, within a tour of duty of a flexible work schedule, which are in excess of an employee's basic work requirement (the number of hours he is required to work or account for by leave or otherwise), and which the employee elects to work so as to vary the length of a workweek or a workday.

Section 2. Credit hours may be worked only by employees on flexible schedules. Employees electing to remain on a regular work schedule or a compressed work schedule, are not eligible for participation in the credit hour program. Credit hours may be earned (worked) and used (charged) in one-half (1/2) hour increments.

Section 3. Credit hours are hours of work performed at the employee's option; they are distinguished from overtime and compensatory time off in that they do not constitute overtime work (that is, work in excess of eight (8) hours in a day or forty (40) hours in a week which is officially ordered in advance by Management). The employee receives no additional pay for credit hours and such hours are credited to his account for future use subject to the provisions of this Article.

Section 4. Employee requests to earn credit hours shall be approved by the immediate supervisor or other authority as appropriate. Request to earn credit hours will not be unreasonably denied. Any disapproval of an employee request to earn credit hours will be in writing. The written disapproval must identify the specific reason for disapproval. Requests may not be disapproved for arbitrary or capricious reasons. Exceptions to obtaining prior approval would be cases involving "field" work when the supervisor is unavailable. In these cases, the supervisor shall be informed as soon as possible that the hours were worked.

Section 5. Use of credit hours is restricted to that which has already been earned in a previous workday or workweek. Employees may not "borrow" credit hours. Leave requests based on documented credit hours are made in the same manner as other categories of leave; i.e., the employee submits the request to their supervisor for approval. Credit hours must be used in one-half (1/2) hour increments. Requests for use of credit hours will not be unreasonably denied. Reasons for denial will be given in writing upon request. Employees will be notified in

a reasonable amount of time that requested leave (credit hours) has been approved or disapproved. In the event that a request to use credit hours is denied, the Employer will specify the reasons for denial in time and attendance documentation and will make such documents available to the affected employee upon request.

Section 6. A full-time employee on a flexible schedule can accumulate not more than twenty-four (24) credit hours, and a part-time employee can accumulate not more than one-fourth (1/4) of the hours in such employee's biweekly basic work requirement, for carry over from a biweekly pay period to a succeeding biweekly pay period for credit to the basic work requirement for such period.

Section 7. Credit hours shall not be used by an employee to create or increase his entitlement to overtime pay. An employee shall not be paid Sunday, holiday pay, or premium pay for night work for credit hours. Union officials shall not be paid overtime for performing representational functions; however, earning credit hours while performing Union duties is not prohibited.

Section 8. Credit hours may be earned (worked) on a daily basis not to exceed three (3) hours. A maximum of twenty-four (24) credit hours may be carried over from one pay period to another. Hours in excess of the twenty-four (24)-hour maximum will be forfeited at the end of each pay period. Credit hours must be used by the end of the leave year in which earned (worked) or be forfeited. Use of credit hours will not be justification for restoration of use or lose annual leave.

ARTICLE 13: OVERTIME

Section 1. Except as otherwise provided by law or this agreement, overtime work is hours in a pay status in excess of 8 hours in a day or 40 hours in a work week. Overtime pay will be computed and paid in accordance with applicable regulations.

Section 2. In the assignment of scheduled overtime, the Employer agrees to provide the employee notice as far in advance as practicable, at the minimum one (1) day, for readjustment of personal commitments. In cases of unscheduled overtime or emergency situations, it is recognized that little advance notice will be possible because of unforeseen mission requirements; however, the Employer will notify the employees as soon as the need for overtime is recognized. An employee will normally be relieved of an overtime assignment for personal reasons if there is another qualified employee willing to serve in his place.

Section 3. Consistent with required performance and skills, overtime assignments shall be offered to all qualified employees in their work unit. Employees in the work unit will be given first consideration for overtime assignments involving work they normally perform. A work unit is defined as the lowest subdivision within a department.

Section 4. For the purpose of this agreement, in determining the equal distribution of OT hours, the hours refused or accepted will be counted as hours offered whether an employee refuses or accepts the offered OT hours. Volunteers for the OT will be solicited from the immediate work unit. When there are no volunteers from the immediate work unit, the Employer may solicit in other areas. When soliciting employees to work OT, employees with the least amount of OT hours offered will be given the first opportunity for OT.

Section 5. Irregular or occasional overtime work performed by an employee on a day when work was not scheduled for him, or for which he is required to return to his place of duty, is deemed at least two (2) hours in duration for the purpose of premium pay. When employees are required to work during the normal lunch period, they will be provided an alternate lunch period or be compensated in accordance with this Article.

Section 6. Employees who are required to work overtime, without prior notice in emergency cases, will be allowed to call their respective homes without cost to the employee.

Section 7. An FLSA non-exempt employee may request compensatory time in lieu of overtime pay. However, the Employer may not direct a non-exempt employee to work for compensatory time. If the employee requests to use and is granted compensatory time, the compensatory time will be considered an offer of overtime for overtime tracking purposes.

Section 8. When work load permits, sufficient time to obtain food will be granted to employees working overtime in excess of two (2) hours of their regular shift.

ARTICLE 14: HOLIDAYS

Section 1. Employees shall be entitled to all holidays now prescribed by law and any that may be later added by law and all holidays that may be designated by Executive Order that cover bargaining unit employees.

Section 2. When a holiday falls on Saturday, the holiday will be observed on the preceding Friday; likewise, when a holiday falls on Sunday, it will be observed on the following Monday.

ARTICLE 15: MEDICAL FLEXIPLACE PROGRAM

Section 1. A Medical Flexiplace Program is designed to permit employees who have a temporary medical condition that precludes them from working at the conventional workplace to continue to be productive and accomplish work assignments that can be performed at a place other than the regularly assigned work site. The medical condition shall be certified in a manner that is administratively acceptable. Medical Flexiplace is intended for employees who do not have permanent medical conditions. Employees with health related problems resulting from sensitivity to the work place, or chronic, non-workplace related health problems can not use Medical Flexiplace as an arrangement for their condition.

Section 2. Responsibilities

a. Responsibilities of Management

- (1) Authorize use of flexiplace assignments when determined in the best interest of the Government;
- (2) Ensure that appropriate management controls and reporting procedures are in place before employee begins assignment;
- (3) Authorize work site arrangements;
- (4) Assess the employee's work qualifications and the likelihood of the employee's successfully completing work away from the official duty station;
- (5) Maintain productivity records and information to evaluate the employee's performance and quality of work;
- (6) Develop or amend performance standards and measurements, if necessary, for work performed away from the official duty station; and
- (7) Provide equipment, when necessary and available, for the employee to adequately perform assigned work.

b. Responsibilities of Employees

- (1) Complete work assignments;

(2) Observe agreed upon hours of work in accordance with the established policies;

(3) Observe activity policies for requesting leave;

(4) Complete an employee self-certification of time and attendance report and return it to the supervisor on a biweekly basis;

(5) Respond in a timely manner to agency customers and to the public; and

(6) If applicable, make proper arrangements for dependent care during work-at-home hours, before beginning the flexiplace assignment.

Section 3. An employee participating in flexiplace must:

a. Receive supervisor's approval for participation;

b. Be a permanent employee who has worked at SUPSHIP at least one (1) year;

c. Have an acceptable performance rating as the most recent rating of record;

d. Have available work;

e. Be willing to sign and abide by a written work agreement;

f. If working at home, be able to provide an appropriate work location with adequate space, access to a telephone, and without undue interruption which could impact productivity; and

g. Have demonstrated the ability to work independently.

Section 4. Medical documentation must include the following:

a. A description of the medical limitations that prevent the employee from reporting to the work site;

b. What restrictions, if any, should be placed on the work performed at the alternate work site; and

c. A diagnosis and prognosis, including the expected return-to-work date.

d. Medical decisions will be made by licensed physicians.

Section 5. A work agreement must be signed by the employee and his supervisor and must contain the following items:

a. Agreement to release home telephone number of employee to "customers";

b. Voluntary nature of the arrangement;

c. Length of the flexiplace assignment;

d. Hours and days the employee will work;

e. Location of the temporary work site;

f. Responsibilities for timekeeping, leave approval, and requests for overtime and compensatory time;

g. Performance requirements;

h. Requirements for proper use and safeguarding of government property and records, standards of conduct, etc.;

i. Reimbursement of expenses to be paid by the Government, if any;

j. Government equipment to be used by the employee; and

k. Responsibility of employee to protect government equipment.

Section 6. The approval/disapproval will be based on the employee's ability to provide definitive, medical documentation concerning his temporary medical condition, and will include an expected return-to-work date. As a rule, temporary medical conditions would not continue for more than a few days to a few months. Supervisors may not leave Medical Flexiplace assignments open-ended. Employees will provide to their supervisor recertification of their medical condition after six (6) months to support continued participation.

Section 7. Facilities Linkages

a. Home office space. If working at home, employees participating in Flexiplace should have designated work space or work station for performance of their work-at-home duties.

Requirements will vary, depending on the nature of the work and the equipment needed to perform the work.

b. Workplace is not a government facility. While the employer may own some of the property and materials used by the employee in the home workplace, the employee agrees and understands that the home workplace is not a government facility, and that costs of safeguarding, insuring, and maintaining the home workplace and the government property therein are the sole responsibility of the employee.

Section 8. Equipment Linkages. The Employer will provide appropriate equipment, when it is available, for employees to perform work at the Flexiplace work site.

a. Telephone. SUPSHIP may provide telephone credit cards or may reimburse an employee working under an approved Flexiplace Agreement for business-related long-distance and toll phone calls on his personal phone. SUPSHIP may install telephone lines and other necessary equipment and pay monthly telephone charges in private residences under special circumstances.

b. Laptop computers, employer-owned equipment, etc. When available, employer-owned property, such as laptop computers and other telecommunications equipment, may be used by employees in their private residences. Strict adherence to regulations concerning the safeguarding and removal of all equipment is essential. Prior approval through the appropriate channels must be obtained before any property is removed from the employer's facility and property passes must be issued for each piece of equipment. The employer will not provide office furniture. All equipment, software, data, and supplies furnished by the employer shall remain the sole property of the employer. Employees must agree to return these items upon request of the employer or upon termination of the Flexiplace Agreement. Employees are responsible for the safety and security of all equipment and data provided by or generated for the employer, including maintaining security and the confidentiality. Employer-owned software shall not be duplicated. Employees are solely responsible for maintaining any of their personally-owned equipment.

c. Supplies. If needed, the employer will provide necessary office supplies (paper, pens, diskettes, etc.). The employer will not reimburse employees for any supplies purchased independently.

Section 9. Classified and business sensitive documents will not be removed from Employer offices to provide work at home. All Agency work will be performed consistent with current information and physical security requirements.

ARTICLE 16: DUTY ON SHIPS UNDERWAY

Section 1. Definitions

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

b. Standby Duty. For employees performing standby duty, other than those paid additional pay on a percentage basis under Section 5545 of Title 5, United States Code, the regularly scheduled administrative workweek includes regularly scheduled standby time, except that allowed by agency regulations for sleep and meals. Agency regulation may provide for the allowance of a specific number of hours out of each twenty-four (24) hours on the job for sleep and meals; however, the time allowed for sleep and meals need not be specifically identified as particular hours. Standby time consists of periods in which an employee is officially ordered to remain at or within the confines of his station, not performing actual work but holding himself in readiness to perform actual work when the need arises or when called. For standby employees serving in rotating shift systems, there may be adopted the two-thirds ($2/3$) rule, two-thirds ($2/3$) of each hour on the job to represent time in a pay status and one-third ($1/3$) as time out for sleeping and eating.

Section 2. When standby duty and actual work cover a period of twenty-four (24) continuous hours, employees, other than those paid additional compensation on a percentage basis (annual premium pay), will be paid for sixteen (16) of the twenty-four (24) hours, i.e., "two-thirds ($2/3$)" rule. When actual work is performed for more than sixteen (16) of the twenty-four (24) hours, the employee will be paid for all hours of actual work and standby time performed during the period less the time allowed for sleeping and eating. When the period of standby time exceed twenty-four (24) hours; the "two-thirds ($2/3$)" rule will be applied only to full twenty-four (24)-hour periods. The standby duty will be compensated at basic or overtime rates, as appropriate, the same as if employees had performed actual work. For example, on a scheduled workday, eight (8) hours in twenty-four (24) continuous hours on the job will be compensated at basic rates and eight (8) hours at overtime rates.

Section 3. Unless changed, employees continue their regular tour of duty when assigned to duty aboard a ship underway. Compensation is at basic and overtime rates for the actual work

when the need arises or when called, such an employee may be assigned a tour of duty which includes time in a standby status.

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

Section 5. Within the Employer's capability, and to the extent that facilities are available, employees selected for underway trials trips will be provided accommodations commensurate with those provided an equivalent individual in the shipbuilder's trial crew and with the Ship's Force organization. The Employer will consider berthing space availability prior to establishment of sea trial schedules.

ARTICLE 17: ANNUAL LEAVE

Section 1. Employees shall earn and be granted annual leave in accordance with applicable laws and regulations. Annual leave will be charged in one tenth (1/10) hour increments.

Section 2. All supervisors are required to prepare and maintain leave schedules of all assigned personnel consistent with this article. All employees must request and receive approval from their immediate or higher level supervisor for all periods of leave prior to the time the leave begins except under unusual circumstances and emergencies.

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

Section 4. It is agreed that employees must schedule use or lose annual leave at least three (3) biweekly pay periods before the end of the leave year, so that employees will not forfeit annual leave due to excess workload.

Section 5. It is agreed that no employee should be called back from leave unless no other qualified employee of the same classification and grade within the immediate organizational element is reasonably available to perform the required duties.

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

Section 7. An employee unable to report for duty because of a personal emergency should request annual leave by calling his immediate supervisor or his designee as soon as possible, but no later than one (1) hour after the start of his regularly scheduled work shift unless precluded by circumstances beyond their control. In these cases, the employee must contact the immediate supervisor as soon as conditions permit and provide adequate justification for the failure to request leave in a timely manner. If the employee is unable to contact his supervisor or his designee, he shall leave a message on his

voice mail. This request will be for that day only unless otherwise requested. Upon return to work a leave slip must be submitted for the leave. Approval of request for annual leave for unforeseen emergency reasons will be considered as circumstances warrant. Failure to contact the employer may result in the employee being charged absent without leave.

Section 8. Employees will be provided written notification in a reasonable amount of time that requested leave has been approved or disapproved. Notification will be received in the Command's timekeeping system (e.g., SLDCADA).

Section 9. Leave records shall be considered personal in nature. These records shall not be posted for public view.

Section 10. Employees who do not desire to take leave or do not have adequate balances to take leave during periods of shutdown may request to be accommodated.

Section 11. In accordance with applicable laws and regulations, annual leave, leave without pay, or religious compensatory time will normally be approved when scheduled in advance, for an employee to observe a religious holiday associated with the religious faith of the employee.

ARTICLE 18: SICK LEAVE

Section 1. Employees will accrue sick leave in accordance with applicable regulations and laws.

Section 2. The Employer must grant an employee sick leave when the employee:

a. receives medical, dental or optical examination or treatment;

b. is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy or childbirth;

c. provides care for a family member who is incapacitated by a medical or mental condition, or attends to a family member receiving medical, dental, or optical examination or treatment, or provides care for a family member with a serious health condition;

d. makes arrangements necessitated by the death of a family member or attends the funeral of a family member;

e. would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by being present on duty after exposure to a contagious disease; or

f. must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activity necessary to allow the adoption to proceed.

Section 3. Sick leave may be taken in one tenth (1/10) hour increments. Sick leave is authorized when properly requested for an employee who is incapacitated for duty because of illness, injury, pregnancy and resulting confinement, medical, dental or optical examination, or when confined because of exposure to a contagious disease.

Section 4. Requests for sick leave will be made in advance of scheduled appointments for medical, dental, or optical treatment. Other sick leave absences will be reported by contacting the immediate supervisor or designee within one and one-half (1 1/2) hours after the start of the tour of duty.

Section 5. If the employee's unscheduled or approved absence on sick leave is expected to be for an extended period, i.e., a week or more, the employee will call the supervisor weekly and advise him of his status and probable return to duty, and provide adequate medical documentation upon request. If the approved absence involves recuperation from a major illness or injury and a period of recuperation has been directed in writing by a health care provider, such notification is not required. The employee will provide his supervisor with written notice from his health care provider stating the health care provider's prognosis of the earliest date that the employee may return to work and any limitations recommended by the health care provider as soon as possible. Any limitations by the health care provider must be identified no later than the day the employee returns to work.

Section 6. Periods of absence on sick leave in excess of three (3) consecutive workdays will normally be required to be supported by a medical certificate from a health care provider. This certificate should be furnished to the Employer upon return to duty. Signed statements by employees explaining the nature of their illness may be accepted when it is unreasonable to require a medical certificate because the illness does not require the services of a physician. A Health Care Provider is:

a. A licensed Doctor of Medicine or Doctor of Osteopathy or a physician who is serving on active duty in the uniformed services and is designated by the uniformed service to conduct examinations;

b. A person providing health services who is not a medical doctor, but who is certified by a national organization and licensed by a State to provide the service in question; or

c. A Christian Science practitioner listed with the First Church of Christ Scientist, in Boston, Massachusetts.

d. A Native American, including an Eskimo, Aleut, and Native Hawaiian, who is recognized as a traditional healing practitioner by native traditional religious leaders who practices traditional healing methods as believed, expressed and exercised in Indian religions of the American Indian, Eskimo, Aleut, and Native Hawaiians, consistent with Public Law.

Section 7. When in individual cases there is cause to believe that the sick leave privilege has been abused, a medical certificate may be required to justify the granting of sick

leave thereafter. In such cases, the employee will be advised in writing that a medical certificate will be required to support any future grant of sick leave, regardless of duration. The Employer may verbally counsel an employee prior to issuing a Letter of Requirement.

Section 8. The Employer will review the official sick leave record at least semiannually of each employee required to furnish a doctor's certificate to determine whether or not the requirement in Section 7 is still necessary. The employee will be notified of the results of this review.

Section 9. The Employer will advance, to eligible employees, sick leave not to exceed 240 hours in deserving cases of serious disability or ailment. Such leave will be granted under the following conditions:

a. The employee furnishes written evidence from a physician or practitioner that the employee is expected to return to duty on a permanent basis.

b. The employee has exhausted all accumulated sick leave and any use or lose annual leave.

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

d. The employee has not established a pattern of sick leave abuse that has been made a matter of record within one (1) year of the employee's request for advanced sick leave.

Section 10.

a. When an employee's health care provider authorizes light duty following an on or off the job injury, the supervisor, upon presentation of adequate medical documentation:

(1) Will make reasonable efforts to assign the employee to light duty within the employee's section;

(2) Will make a reasonable effort to arrange for light duty in another work area if no light duty is available in the employee's section.

This section will not be interpreted as continuing a temporary employee in his position beyond his NTE date.

Section 11. Based on the medical documentation provided, the Employer will determine the affect that the employee's physical limitations, if any, will have on the employee's performance of the duties described in the employee's position description.

ARTICLE 19: FAMILY LEAVE

Section 1. Family and Medical Leave Act (FMLA).

a. In accordance with the FMLA, an eligible employee shall be entitled to a total of twelve (12) weeks of leave without pay, annual leave, sick leave, or a combination of such leave, in any twelve (12) month period, for one or more of the following reasons:

(1) Birth of a son or daughter and care of the newborn {within one (1) year after birth};

(2) Placement of a son or daughter with employee for adoption or foster care {within one (1) year after placement};

(3) Care for a spouse, son, daughter or parent with serious health conditions.

(4) A serious health condition of employee that makes employee unable to perform duties of his or her position.

b. Provided one or more of the above conditions are met, eligible employees may not be denied use of Family and Medical Leave.

c. An employee may elect to substitute paid leave as part of the twelve (12) week entitlement, but cannot be required to do so.

d. To be eligible for Family and Medical Leave, employees must have completed at least twelve (12) months of civilian service with the Federal government, and have been employed for at least 1,250 hours during the preceding twelve (12) months. Employees on temporary limited appointments of one (1) year or less and intermittent employees are not eligible.

e. The employer may require medical certification to support a request for Family and Medical Leave because of a serious medical condition, and a fitness for duty report to return to work. Such certification will be provided on DOL Form WH-380, entitled "Certification of Health Care Provider."

f. An employee is entitled to retain health benefits coverage while on leave without pay for Family and Medical Leave

provided he/she pays the employee share of the premium. The employee will arrange payment of the premiums.

g. Upon return from Family and Medical Leave, the employee will be restored to his/her previous position, or to an equivalent position. The following three (3) requirements must be met: equivalent pay, equivalent benefits, and equivalent conditions of employment.

Section 2. Family Care or Bereavement.

a. Employees may use sick leave to (1) provide care for a family member as a result of physical or mental illness, injury, pregnancy, childbirth, or other condition which, if the employee had such condition, would justify the use of sick leave; or medical, dental, optical examinations or treatment; or (2) make arrangements necessitated by the death of a family member or attend the funeral of a family member.

b. All full-time employees may use up to 104 hours (13 days) of sick leave each year for family care or bereavement purposes. Part-time employees have the same entitlements on a pro-rated basis according to the number of hours of work in the employees scheduled tour of duty.

c. Family members are spouse and parents thereof, children and adopted children and spouses thereof, parents, brothers and sisters and spouses thereof, and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

d. Documentation required will be the same as that required for personal illness.

Section 3. Bone Marrow or Organ Donations.

a. Employees are entitled to up to seven (7) days leave each calendar year without loss of pay or charge to leave to serve as a bone marrow donor or 30 days to serve as an organ donor.

b. Except in cases of emergency, such absences must be requested by the employee in advance of the absence. They must be submitted in writing through the immediate supervisor to the Commanding Officer for approval. The request must state the nature of the donation and the amount of time requested. Any additional absence must be charged to annual leave, sick leave, or leave without pay, whichever is applicable.

Section 4. Sick Leave for Adoption.

a. Employees are authorized sick leave for purposes related to the adoption of a child. Accordingly, sick leave may be used for appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

Additionally, sick leave may be granted for any periods during which an adoptive parent is ordered or required by the adoption agency or by the court to be absent from work to care for the adopted child.

b. The entitlement to use sick leave for purposes relating to the adoption of a child will be in accordance with law and regulation.

c. The same limitations apply in the case of adopted children, once adopted, as in the case of biological children with regard to the use of sick leave for Family Care or Bereavement.

d. Requests for sick leave for adoption purposes must be submitted as far in advance as possible and be supported by documentation that is administratively acceptable.

ARTICLE 20: COURT LEAVE

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

Section 2. If an employee is excused from such service with sufficient time to enable that employee to return to duty for at least two (2) hours of the scheduled workday, excluding travel time, the employee shall return to duty unless granted appropriate leave by the Employer. It is an employee's responsibility to request and receive approval prior to going on leave.

Section 3. If an employee receives regular pay from the Government for a period of court leave, the employee will reimburse the Government any fees paid by the court, except that employees may retain reimbursement for out-of-pocket expenses (e.g., mileage, tolls, and parking).

ARTICLE 21: EXCUSED ABSENCES

Section 1. Unit employees are encouraged to serve as blood donors and will be excused from work at the discretion of the employer, without charge to leave for the time necessary to donate the blood, for recuperation following blood donation, and for necessary travel to and from the donation site.

Section 2. Unit employees will be excused to participate in interviews and written examinations conducted under the Employer's Merit Promotion Program, provided the interviews or examinations are conducted during regularly scheduled working hours.

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

Section 4. Supervisors may grant excused absences for up to fifty-nine (59) minutes.

Section 5. Registration and Voting

The Employer agrees that when the voting polls are not open at least three hours, either before or after employees' regular hours of work, employees will be granted an amount of excused absence to vote, or to register to vote, which will permit them to report to work three hours after the polls open or leave work three hours before the polls close, whichever requires the lesser amount of time. Under unusual circumstances and consistent with OPM guidance, an employee can be excused up to a full day. Where release of an employee at the beginning or end of the day would seriously impair operations, the supervisor, to the extent possible, shall make other arrangements to allow the employee a reasonable amount of time during the workday to vote or register to vote.

ARTICLE 22: LEAVE WITHOUT PAY (LWOP)

Section 1. Leave without pay shall be administered in accordance with applicable law and regulations.

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

Section 3. Employee requests for LWOP shall be approved by the immediate supervisor or other authority as appropriate. Requests for leave without pay will not be unreasonably denied. Any disapproval of an employee request for LWOP will be in writing. The written disapproval must identify the specific reason for disapproval.

Section 4. Employees in a leave without pay status, or whose pay is insufficient to cover their FEHB premiums, shall be notified in writing of their ability to continue coverage, which may be extended if an employee agrees to pay premiums directly to the Employer or incur a debt to be withheld from their future salary.

ARTICLE 23: ADVERSE WEATHER

Section 1. The closing of an activity for a brief period is within the administrative authority of the Employer. When emergency conditions arise, the Employer will apply the appropriate regulatory guidelines for excusing employees without charge to leave. When considering leave requests, the Employer shall allow sufficient time for employees to take action required to protect their families and property.

Section 2. When the Employer decides during non-duty hours to operate on a reduced basis or close the activity due to adverse weather conditions, the Employer will disseminate timely information to employees using the Command's Audio Information Exchange (AUDIX) information board at (228) 769-4889, <http://www.supship.navy.mil> or <https://intra.ssgc.navy.mil>, as well as on local radio and TV broadcasts. All employees are responsible for monitoring command status and returning to duty when operations resume. Failure to contact the Employer will not be cause for disciplinary action if the employee is unable to access a working telephone or is otherwise unable to communicate with the Employer.

Section 3. The Employer will inform the Union President of curtailment of operations due to adverse conditions.

ARTICLE 24: TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. The Employer and the Union agree that job related training and development of employees within the unit is a continuing process and is one of the fundamental areas of importance in good personnel management.

Section 2. The Employer will publicize command job training opportunities and inform employees of how to apply for training. The Command Annual Training Plan (ATP) will be published annually. Training course information such as video tapes, audio tapes, pamphlets, brochures and catalogs are available in the Command Training Office. The parties agree to stress to employees the need for self-improvement and training to increase efficiency and output.

Section 3. The Employer will reasonably consider employees' request to enroll in job-related correspondence courses at the expense of the Employer. Failure to successfully complete such courses could result in that employee being denied future courses.

Section 4. Each employee shall, in accordance with laws, rules, and regulations, receive fair and equitable consideration to participate in training consistent with the needs of the Employer.

Section 5. The Employer agrees to pay all officially reimbursable costs related to required training and to the successful completion of all officially approved self-development training such as books, tuition, and fees, provided that these expenditures have been properly authorized in advance by the Employer. Such books and materials will then become the property of the Employer.

Section 6. Employees while undergoing Employer-required training shall be compensated for normal salary, travel and per diem, as specified under the FLSA and other applicable regulations.

Section 7. Employee Training and Career Development. Although not directly part of the rating of record process, all employees will complete an Individual Leadership Development Plan (ILDLP) at the beginning of each yearly rating cycle. The purpose of the ILDP is to ensure that all employees are given the opportunity to develop the competencies necessary to excel in

their individual career fields. Employees are encouraged to consider the career foundational competencies identified by the Employer when completing their individual ILDP. Supervisors will not consider the ILDP when evaluating an employee's performance for rating of record purposes. The sole purpose of the ILDP is to ensure that every employee is given maximum opportunity to identify the training and assignments they believe are important to their career development.

Section 8. Employees who have provided notice to their supervisor that they will retire within one (1) year may request excusal from training requirements. Such requests will not be denied for arbitrary or capricious reasons. Refusals to excuse employees from training will be justified in writing.

Section 9. For all employer sponsored training, employees will normally be notified in advance of the purpose and general nature of the training.

ARTICLE 25: TEMPORARY DUTY TRAVEL

Section 1. The Employer has the right to require employees to travel on temporary duty (TDY) under the conditions prescribed in applicable laws, regulations and this agreement.

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

Section 3. Except under unusual circumstances, the Employer shall issue travel orders, when required, sufficiently in advance to permit the employee to obtain transportation requests and to draw advance travel pay during working hours prior to the scheduled day of departure. The Employer will first offer TDY by soliciting qualified volunteers among employees assigned to the organizational element where the TDY need exists. The most senior qualified volunteer as determined by SCD will be given the assignment. If there are no volunteers, then the Agency will select the most junior qualified BUE(s) as determined by SCD.

Section 4. The TDY assignment procedures in Section 3 above do not apply to employees that management has determined possess special skills that are required on their current work assignments during the TDY period.

Section 5. To the maximum extent practicable, TDY under the specific control and authority of the Employer shall be scheduled to provide for the employee to travel during the employee's regular duty hours. Employees will not be scheduled to travel outside their commuting area during non-duty hours except in emergency cases.

Section 6. An employee selected for TDY may request that he be excused under unusual circumstances. The request will not be unreasonably denied.

Section 7. Travel will be performed only when it is the most advantageous means of accomplishing mission requirements and is in the best interest of the Government. Maximum use of correspondence and other communication systems will be employed in lieu of travel whenever possible. All efforts shall be attempted to keep TDY at a minimum. Video Teleconferencing (VTC) should be used in lieu of travel, whenever possible.

ARTICLE 26: SAFETY, HEALTH AND INDUSTRIAL HYGIENE

Section 1. The Employer agrees to exert every reasonable effort to provide and maintain a work environment conducive to the safety and well being of employees.

Section 2. The Union agrees to cooperate in efforts to promote safety and health, and will encourage employees to work safely and to report any observed unsafe or unhealthy conditions to the employee's immediate supervisor. Each supervisor will initiate appropriate action aimed at correcting any unsafe or unhealthy condition or action, which is reported to or observed by him. If the safety or health question cannot be settled by the immediate supervisor, the supervisor will promptly refer the matter for resolution to his supervisor, the Occupational Safety and Health Office, or other appropriate authority. Issues requiring contractor involvement (such as fire and safety requirements) will be addressed by the Employer. The Union will be informed on the status/outcome of issues it has brought to the employer's attention.

Section 3. Employees may be granted a reasonable amount of admin leave to attend local health fairs.

Section 4. The Employer agrees to furnish protective clothing and equipment required to safely perform required work. Protective clothing and equipment including safety glasses (including eye examinations), safety shoes or boots, as appropriate, hearing protection will be provided to employees performing functions aboard vessels or in construction areas of the shipyard. The amount of safety equipment allowances shall be the subject of bargaining between the parties but at no less 18-month intervals.

Section 5. Entrance into tanks, voids or other enclosed spaces shall be in accordance with applicable laws, regulations, and command instructions.

Section 6. The Employer will make every effort to assure safe, cool drinking water is available in all buildings and facilities assigned to Bargaining Unit Employees.

Section 7. The Employer agrees to make every reasonable effort to ensure that the environment of the office spaces assigned is controlled against the extremes of heat and cold and that adequate lighting and ventilation are provided. When conditions

of extreme heat and cold exist, employees shall notify their supervisor, who will then notify the Safety Office. If the situation requires removal of the employees from their work site, a decision will be made as to whether employees will be reassigned to another work location, granted liberal leave, or granted administrative leave until the extreme conditions no longer exist.

Section 8. On the day of an on-the-job injury, time spent related to an on-the-job injury/occupational illness is considered duty time for pay purposes.

Section 9. No employee shall be required to get vaccinations for overseas travel unless the travel orders have been issued.

Section 11. Employees will not be required to turn in used safety footwear and/or prescription glasses when they leave employment with the Employer.

Section 12. The Employer will endeavor to ensure that all contactor pesticide applications in employee work spaces are conducted in a safe manner consistent with applicable manufacturer requirements.

ARTICLE 27: ON THE JOB INJURIES

Section 1. The Employer is responsible for obtaining emergency treatment and transportation necessary to secure treatment for employees in incidents of on-the-job injuries. First-level supervisors will assist employees in completing the forms necessary to apply for reimbursement from the Office of Workers' Compensation Program (OWCP) for expenses related to obtaining medical treatment. Code 140 shall be the SSGC POC and assist employees and supervisors with respect to compensation issues.

Section 2. When the employee sustains injuries while in the performance of duty, no matter how slight, the injured employee, or someone on his behalf, must within forty-eight (48) hours after the injury, give written notice thereof on OWCP Form CA 1 or 2 to the employee's immediate supervisor. Electronic forms will be made readily available to the supervisors. Hard copies will be provided for use when the computer system is down; the employer will not refuse to process hard copies of Workers' Compensation forms.

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

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

ARTICLE 28: STANDARDS OF CONDUCT

Section 1. To ensure that every citizen can have complete confidence in the integrity of the Federal Government, each employee shall respect and adhere to the fundamental principles of ethical service. All employees must be familiar with and comply with the standards of conduct as stated in government-wide regulations. Accordingly, any violations of the standards of conduct should be reported via the chain of command or hotline sources identified in this Article. The parties agree that the standards of conduct will be applied uniformly and consistently to all SSGC personnel.

Section 2. The acceptance of gratuities, favors, entertainment, etc. from sources with whom the Employer does business presents a conflict of interest and is prohibited unless such items fall within one of the exceptions set forth in government regulations. Such activity may affect the objective judgment of the employee and may impair public confidence in the integrity of the business relations between the Employer and private industry. Employees must avoid situations involving not only actual conflicts of interest, but also situations creating the appearance of conflict.

Section 3. All employees should report fraud, waste, and abuse relating to both the Command and other Naval Activities.

The following hotlines may be contacted:

| | |
|---------------------------|----------------|
| SUPSHIP Hotline | (228) 769-4603 |
| (Ask for Internal Review) | |

| | |
|----------------|----------------|
| NAVSEA Hotline | DSN 223-2856 |
| Toll Free | (800) 356-8464 |

| | |
|-------------|----------------|
| DOD Hotline | DSN 223-5080 |
| Toll Free | (800) 424-9098 |

| | |
|--------------------------|----------------|
| Dept of the Navy Hotline | DSN 228-6743 |
| Toll Free | (800) 522-3451 |

| | |
|---|----------------|
| General Accounting Office (GAO) Hotline | |
| Toll Free | (800) 424-5454 |

U.S. Office of Special Counsel hotlines:

- (a) Prohibited Personnel Practices (800) 872-9855
- (b) Whistleblower Disclosure (800) 572-2249
- (c) Political Activity ("Hatch Act") (800) 854-2824

Section 4. An email address has been established at oversite@mail.house.gov to provide federal employees with a vehicle in which to report waste, fraud or abuse or to suggest issues that need reform to the House government Reform Committee.

Section 5. The Employer will provide an annual notice to all employees on applicable Government regulations.

ARTICLE 29: CIVILIAN EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Employer and the Union recognize the need to assist an employee whose job performance is adversely affected by medical, behavioral, and emotional problems. The Union supports the Employer's Civilian Employee Assistance Program (CEAP) as a means for providing information, education, and other appropriate assistance or referral services for employee problems.

Section 2. The Employer and the Union jointly recognize the importance of prevention and rehabilitation aspects of alcohol and drug abuse problems. The Union supports the Civilian Employee Assistance Program as a means to restore employee alcohol and drug abusers to effective duty.

Section 3. Records created in relation to an employee's alcohol or drug problem will be regarded as confidential. (Information from these records will be released to the employee's union representative upon written authorization from the employee and protected in accordance with law and regulation).

Section 4. An employee acknowledging an alcohol or drug abuse problem shall be given the opportunity to avail himself of program resources and reasonable time to obtain assistance and rehabilitation. Employees may receive confidential contact and referral counseling for such problems by calling 1-800-677-5327.

Section 5. The Employer agrees that no unit employee will have his job security or promotion opportunities jeopardized by making such a request for professional assistance or referral, except as limited by laws and applicable regulations which relate to sensitive positions. The Employer further agrees that unit employees with problems of alcohol abuse or drug abuse will receive the same consideration and offer of assistance that is extended to other employees having any other illness or health problem.

ARTICLE 30: EQUAL EMPLOYMENT OPPORTUNITY

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

Section 2. An employee who believes he has been discriminated against may pursue his dissatisfaction through EEO complaint procedures. An EEO complaint must be initiated with an EEO counselor within forty-five (45) days of the discriminatory act or of the employee becoming aware of the discriminatory act. An employee may have a personal representative of his choice, as provided by regulation, in pursuing an EEO complaint. Should the employee chose a union official as his representative, any time spend representing the complainant after initiation of a discrimination complaint will be recorded for time keeping purposes as time spent on EEO discrimination complaint procedures.

Section 3. Representatives of the Union and the Equal Employment Opportunity Officer, and/or other appropriate representative of the Employer will meet as often as they deem necessary relative to equal employment matters. Requests for such meetings will include the subject matter to be discussed.

Section 4. The Employer recognizes its responsibility to reasonably accommodate employees with disabilities in accordance with Section 501 of the Rehabilitation Act of 1973, the applicable provisions of the Americans with Disabilities Act and other applicable government-wide rules and regulations.

Section 5. The Agency will comply with the FLRA requirement that Alternate Dispute Resolution (ADR) meetings/discussions be considered formal discussions requiring Union notice and a right to be present.

ARTICLE 31: POSITION DESCRIPTIONS AND CLASSIFICATIONS

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

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

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

Section 4. When an employee believes that the grade or classification of his position is incorrect, he may request in writing a review of the classification through supervisory channels. If not resolved within twenty (20) calendar days, the employee may appeal in accordance with regulatory appeal procedures. When necessary to explain the basis for classification, the Employer will meet with the employee. The employee may designate a representative to assist in presentation of the appeal. The representative will be permitted to attend all meetings, and will be provided a copy of all correspondence that is furnished the employee in connection with the appeal.

Section 5. Upon request, the Employer will furnish the Union a listing of competitive levels of all classifications within the unit.

Section 6. All Position Descriptions applicable to Employer positions shall be available on the SUPSHIP Intranet and accessible to all BUEs (names of incumbents will not be included). The Union shall be informed of all reclassifications

of Bargaining Unit positions. Copies of the old and new position descriptions will be provided upon request.

ARTICLE 32: PERFORMANCE EVALUATION

Section 1. Each employee's performance shall be evaluated fairly, objectively, transparently, evenly, and in accordance with the current Department of the Navy policy and procedures.

Section 2. Although final responsibility for establishing performance plans rests with the first level supervisors, they will encourage employee participation (whether verbal or in writing) in the development of performance plans. Employees will be provided a copy of their performance plans within 30 days of the beginning of each appraisal period.

Section 4. Each employee will be provided a copy of his annual performance evaluation.

Section 5. The employee has a right to grieve his performance evaluation. However, a grievance may not be filed concerning the identification of critical job elements or the establishment of performance standards. Grievances will begin at Step 2 of the Grievance Procedure and will be filed within fifteen (15) calendar days of the employee receiving a copy of the performance evaluation.

Section 6. The Employer will counsel employees in relation to their overall performance on an as-needed basis and when the employee's performance drops below a satisfactory level.

Section 7. Awards for performance will be given in accordance with the Command's awards instruction.

Section 8. Unless otherwise required by higher authority, employees will be given twenty (20) years credit for an "acceptable" level of performance under an acceptable/unacceptable performance evaluation system as related to a Reduction in Force.

ARTICLE 33: AWARDS

Section 1. It is the policy to reward outstanding achievement by individuals and groups who excel in enhancing productivity and efficiency and economy of organizational operations. Recognition will be accomplished with a variety of cash, time-off, and honorary awards for individuals and teams. To motivate, encourage, and recognize employees, awards will be presented throughout the year, rather than being limited almost exclusively to awards based on ratings of record.

Section 2. The Union will be provided a quarterly listing of command awards. The list will contain the employee name, department code, type of award, amount, person recommending and date received.

Section 3. The Union may reopen negotiations on the Employer's awards program instruction not sooner than sixty (60) days after the effective date of this agreement.

ARTICLE 34: BENEFICIAL SUGGESTION PROGRAM

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

Section 2. Beneficial Suggestions should be submitted through appropriate supervisory channels on OPNAV 5305/1 (Department of the Navy Suggestion Form) to the Awards Coordinator. The Employer will make suggestion forms available to all employees.

Section 3. The employee will be advised, in writing, of the adoption or rejection and the reason why of the suggestion. Awards for suggestions will be in accordance with applicable regulations. Upon request, the employee will be advised of the status of suggestions that are delayed beyond sixty (60) days.

ARTICLE 35: DETAILS AND TEMPORARY PROMOTIONS

Section 1. A detail is a temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to his regular duties at the end of the detail. Details of employees will be kept within the shortest practicable time limits as set forth in this Agreement, applicable regulations and Office of Personnel Management guidance.

Section 2. The Employer recognizes the basic principles that an employee should be assigned to the duties of the position or rating in which he is employed. However, to meet temporary needs of the work program when necessary services cannot be obtained, details may be used.

Section 3. Supervisors are responsible for selecting employees for detail on an impartial basis; for informing employees of details, reasons, duties and estimated duration; and for establishing proper controls to ensure that details are recorded and terminated on time and that necessary extensions are requested sufficiently in advance for Office of Personnel Management approval.

Section 4. Non-competitive details shall be distributed equitably among qualified employees with consideration being given to such factors as the character of the work, availability, organizational location of employees, and knowledge of the particular type of work involved. Elected Union officials will normally not be detailed to management positions while holding an elected office.

Section 5. Records of detail of one (1) through thirty (30) days will be the joint responsibility of the supervisor and the employee. When the total of such details exceeds thirty (30) days in a twelve (12)-month period, the employee will request the supervisor to prepare a record of such details and this record, with the employee's and supervisor's signatures, shall be submitted to the servicing personnel office for inclusion in the employee's Official Personnel File. Nothing in this Article shall prevent an employee from submitting to the servicing personnel office in connection with an application for Merit Promotion, or at any other time, information that he believes has a bearing on his qualifications for future assignments.

Section 6. Details in excess of thirty (30) calendar days will be documented on the appropriate form, a copy of which will be filed in the employee's Official Personnel File.

Section 7. An employee shall not be detailed to an established position of a higher grade for a period in excess of thirty (30) consecutive days. All such assignments in excess of this period shall be made by temporary promotion.

Section 8. Details will not be given repeatedly to one employee for the purpose of improperly advancing or damaging any employee's job opportunities.

Section 9. When temporary assignment to an established higher level position is anticipated at the beginning of the assignment to extend beyond thirty (30) consecutive days, the employee will be temporarily promoted effective the first day of the assignment. When it was not known at the beginning of the assignment that the temporary assignment to an established position of higher level would continue for more than thirty (30) consecutive days, the employee will be temporarily promoted and compensated effective the first pay period after such continuation becomes known, at the appropriate rate of pay in effect for the higher level position. An employee must meet the qualifications and eligibility requirements of the higher level position for temporary promotion.

ARTICLE 36: MERIT PROMOTION

Section 1. The Employer recognizes the importance of, and the benefits to be derived from, giving promotional opportunity to SUPSHIP employees. Therefore consideration will be given to bargaining unit employees in filling SUPSHIP vacancies.

Section 2. Promotion of employees will be made on the basis of merit. Normally, the order of consideration for filling vacancies will be as follows:

a. Eligibles entitled to priority consideration or priority placement; and

b. Merit promotion, reassignment or reinstatement eligibles, or any other appropriate source. Nothing in this Article shall affect the authority of the Employer with respect to filling positions and making selections for appointments from:

(1) Among properly ranked and certified candidates for promotion; or

(2) Any other appropriate source.

Section 3. The Employer agrees to furnish the Union with one (1) copy of each SUPSHIP vacancy announcement and management identification communication as defined below. Vacancy announcements will be posted on bulletin boards in areas where unit members are employed for at least seven (7) calendar days prior to the closing date. Employees are responsible for submitting a completed application to their supervisor for specific positions which might become available during periods of extended leave/military service or while on official travel/TDY status; following appropriate procedures for each vacancy for which they desire consideration; and submitting appropriate forms as may be required.

Section 4. The Employer agrees that selection for vacancies or decisions not to select will be made within a timely manner. Applicants interested in being notified if they were not referred to the selecting official must submit a Notification of Action form to the Command Representative (Code 120). All applicants who submit the above form will be notified of their eligibility. Ineligible applicants who submit the Notification of Action form will be notified prior to referral of candidates. Non-selected eligibles will be notified of the selection. Non-

selected candidates, including ineligible, interested in self-improvement should meet with the Selecting Official or Command Representative, as appropriate, to be informed of methods for self-improvement.

Section 5. It is understood that non-selection from a properly constituted referral list may not form the basis for a grievance. However, an employee may grieve if he feels that a referral list was not properly constituted. The Employer will make available for review pertinent promotion records.

Section 6. The Parties will negotiate a revision to the existing Command Merit Promotion instruction. The intent of this new instruction will be to address all aspects of merit promotion policies, not currently addressed in this article, in such detail as to enable all employees to have a more complete understanding of the Command Merit Promotion process. Negotiations will commence within two month (60 calendar days) of the date of the execution of the CBA. Any proposed management changes to this instruction will be negotiated in a manner consistent with the Federal Service Labor Management Relations Statute.

Section 7. Merit Staffing grievances must be filed in accordance with Article 38, Section 11 of this Agreement.

**ARTICLE 37: REDUCTION-IN-FORCE, TRANSFER OF FUNCTION,
REORGANIZATION**

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

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

b. Transfer of Function means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed by the other competitive areas(s) affected, or the movement of the competitive area in which the function is performed to another commuting area.

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

Section 2. The Employer will advise the Union in writing of any proposed or anticipated Reduction-in-Force, Transfer of Function or Reorganization. At that time the Union may request bargaining in accordance with Article 7.

ARTICLE 38: DISCIPLINARY AND ADVERSE ACTIONS

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

Section 2. Disciplinary and adverse action will be initiated in a timely manner. All disciplinary actions will be processed in accordance with applicable regulations and employees shall be afforded all rights and privileges provided therein. All disciplinary actions must be supported by a preponderance of evidence.

Section 3. For the purpose of this article, the term disciplinary action is defined as a suspension of an employee for fourteen (14) calendar days or less, or a letter of reprimand. Disciplinary actions are grievable through the negotiated grievance procedure.

Section 4. An employee against whom a suspension of fourteen (14) calendar days or less is proposed is entitled to:

a. An advance written notice stating the specific reasons for the proposed action;

b. A reasonable time, not less than five (5) workdays, to answer orally and/or in writing and to furnish affidavits or other documentary evidence in support of his reply. Additional time to respond may be requested.

c. Representation by the Union; and

d. A written decision and specific reasons therefore at the earliest practicable date.

Section 5. For purposes of this article, the term adverse actions applies to:

a. A removal;

b. A suspension for more than fourteen (14) calendar days;

c. A reduction in grade;

d. A reduction in pay; and

e. A furlough of thirty (30) calendar days or less. A furlough is defined as a temporary nonpay status and absences from duty required by the Employer because of lack of work or funds, or for other nondisciplinary reasons.

Section 6. An employee against whom an adverse action is proposed is entitled to:

a. At least thirty (30) days advance written notice, unless there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action;

b. Not less than ten (10) workdays to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer. Additional time to respond may be requested.

c. A written decision and the specific reasons therefore at the earliest practicable date;

d. A representative of his choosing; and

e. Notice of appeal rights.

Section 7. The Employer will inform the employee, in the decision letter, of their grievance/appeal rights.

Section 8. Grievance(s) contesting the propriety of a disciplinary action may be filed by the affected employee not later than fifteen (15) days after receipt of the decision letter. Such grievances will be filed at Step 2 of the grievance procedure unless the Department head or his designee was the official taking the disciplinary action. In such cases, the grievance would be filed at Step 3. Decisions regarding adverse actions are excluded from coverage of the Grievance Procedure and are appealable to the Merit Systems Protection Board.

ARTICLE 39: GRIEVANCE PROCEDURE

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

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

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

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

b. By the Union concerning any matter relating to employment of unit employees;

c. By any unit employee, the Union, or the Employer concerning -

(1) The effect or interpretation, or a claim of breach of this Agreement; or

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

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

- a. A claimed violation of prohibited political activities;
- b. Retirement, life insurance, health benefits, and matters under the auspices of the Office of Worker's Compensation Programs, U.S. Department of Labor;
- c. A suspension or removal under 5 USC 7532;
- d. Any examination, certification or appointment of candidates for Federal employment;
- e. The classification of any position which does not result in the reduction in grade or pay of an employee;
- f. An allegation or complaint of discrimination based on race, color, religion, sex, age, national origin, marital status, political affiliation, or handicapping conditions;
- g. Nonselection for promotion from a group of properly ranked and certified candidates;
- h. Termination of probationary employees;
- i. Matters appealable to the Merit Systems Protection Board;
- j. Termination of term or temporary employees due to expiration of appointment, lack of work, or lack of funds;
- k. Undocumented oral admonishments; and
- l. Allegations of mismanagement.

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

Section 6. If two or more employees initiate identical grievances (where the basis for the grievance and corrective action being sought are identical), the Union, if it has been designated as representative, will call the employees together

and have them select one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all of the other identical grievances.

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

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

Section 9. A grievance by the employee, Union or the Employer shall be filed within fifteen (15) workdays of the incident or learning of the incident being grieved except for extenuating circumstances such as an unavoidable or an authorized absence of the aggrieved. Should extenuating circumstances preclude adherence to the above stated time constraints written reasons will be submitted with the grievance. This section does not apply to the filing of Merit Staffing Grievances (Section 11).

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

The initiation of a grievance by an employee and the receipt of a grievance by the Employer will be documented on a preprinted grievance form.

Step 1. An employee shall first take up his grievance orally with his immediate supervisor. Front-line supervisors have first-hand knowledge of the grievants' actual working conditions. They are in the best position to quickly and fairly resolve employee complaints. Supervisors should make all reasonable attempts to resolve employee complaints at this level. The employee may choose to have a Union representative. The following shall be specified:

- a. The basis for the grievance;

b. The date of the incident (or learning of the incident) being grieved; and

c. The corrective relief sought.

The immediate supervisor shall make a reasonable effort to resolve the grievance and will orally render his decisions or findings/conclusions to the employee within seven (7) workdays of the date the employee submitted the grievance.

Step 2. Should resolution not occur at Step 1, the employee may submit the grievance for further consideration by filing his written grievance within seven (7) workdays of receipt of the Step 1 decision to the Department Head or Staff or Project Officer. In cases where the Department Head, Staff or Project Officer is the immediate supervisor, the grievance will be forwarded to Step 3. This grievance shall clearly identify:

a. The basis for the grievance;

b. If applicable, the specific article(s) and section(s) of this Agreement, or specific regulation or instruction by chapter and section, alleged to have been violated;

c. The date of the incident or learning of the incident being grieved;

d. The corrective relief sought; and

e. The date of receipt of the Step 1 decision.

The Department/Staff/Project Officer responding to the grievance at the Step 2 level will personally conduct grievance meetings with grievants and their Union representatives. They will then conduct an informal but thorough investigation into the facts and circumstances surrounding the grievance before rendering a decision. The Department Head/Staff/Project Officer will render a written decision within ten (10) workdays from the date he receives the grievance. Normally, grievants will be given the opportunity to meet with the Supervisor or his/her designated representative prior to the issuance of the written decision.

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

rendered by the Supervisor, or his designated representatives, within twelve (12) workdays of his receipt of the grievance.

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

Step 1. The grievance will be filed in writing with the Deputy Supervisor, SUPSHIP Pascagoula within three (3) workdays of the incident being grieved. A decision will be rendered within three (3) workdays of receipt of the grievance.

Step 2. If the grievance is not resolved to the employee's satisfaction, a written grievance may be filed with the Supervisor of Shipbuilding within three (3) workdays of receipt of the Step 1 decision. The Employer will render a written decision within eight (8) workdays of receipt of the written grievance.

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

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

Section 14. The parties agree to consider the use of the Federal Mediation and Conciliation Service (FCMS) grievance mediation services. Grievance mediation must be requested in writing within ten (10) workdays following the last step in the Grievance Procedure. Grievance mediation, if used, must be by mutual consent. Neither party is obligated to use this service; nor shall the voluntary, mutual consent to use the service limit a party's rights to invoke arbitration at a later date. If the parties agree to use grievance mediation, they must submit a joint, signed request, asking for FMCS assistance. Such request

will be made with the understanding that grievance mediation is an informal process intended as a supplement to and not a substitute for the arbitration process. The parties also agree that if grievance mediation is used, it shall be conducted at the discretion of the FMCS and that the parties agree to follow its guidelines, which entitle a grievant to be present at the mediation conference. The Mediator has no authority to compel resolution of the grievance. If the grievance is not settled during the mediation process, the matter may proceed on to arbitration. Nothing said or done by the parties or the Mediator during mediation can be entered as evidence or used against them during any subsequent arbitration proceedings. Furthermore, the parties agree to hold FMCS, and the Mediator appointed by the Service to conduct the mediation conference, harmless of any claim of damage arising from the mediation process.

Section 15. Grievances not resolved through the provisions of this Article may be referred to Arbitration by either the Union or Employer in keeping with Article 41 ARBITRATION.

ARTICLE 40: ARBITRATION

Section 1. In the event a grievance processed through the negotiated grievance procedure is not satisfactorily settled, the matter may be submitted to arbitration. Arbitration may only be invoked by the Employer or the Union. Arbitration must be invoked within fifteen (15) workdays of receipt of a final decision.

Section 2.

a. Within seven (7) work days of receipt of the request for arbitration, the parties shall separately or jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to act as arbitrators.

b. The party invoking arbitration will initially pay the appropriate fee. The fee will be split if there is a split decision. The losing party shall otherwise be responsible for the fee. The parties shall meet within seven (7) workdays after receipt of the list of arbitrators unless delay is mutually agreed upon. The Union and the Employer will each strike out one name from the list and shall then repeat the procedure. The remaining name shall be the selected arbitrator. A flip of a coin will decide which party strikes first.

c. In the alternative, the parties may jointly agree on an arbitrator without requesting a list from FMCS.

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

a. Either party refuses to participate in the selection of an Arbitrator, or;

b. Upon inaction or undue delay on the part of either party.

Section 4. Witness Lists

At least five (5) workdays prior to the arbitration hearing, the parties will exchange their witness lists and inform the other party as to whom their representative will be. These lists may

be amended in the event witnesses become unavailable or other witnesses are identified.

Section 5. Grievability and arbitrability issues, if unresolved, will be handled as threshold issues at Arbitration. Grievability and arbitrability issues must be raised in writing not later than fifteen (15) workdays after arbitration is invoked.

Section 6. The costs of the arbitrator shall be borne equally. Parties requesting additional services at the hearing will bear the expenses of those services, unless there is mutual agreement to share the expenses. The arbitration hearing will be held on the Employer's premises during the regular day shift hours of the basic workweek (Monday-Friday). Employees participating in the hearing shall be excused from work and in a duty status, if otherwise scheduled to work on the day of arbitration. If necessary, employee work schedules will be adjusted to coincide with the hours of the hearing. Normally, overtime will not be paid in connection with attendance at the hearing.

Section 7. The Arbitrator will be requested to render his decision within thirty (30) days. If both parties so agree, the dispute may be decided upon written submissions only.

Section 8. The parties will in good faith attempt to define the issue and agree on a joint submission to be sent to the arbitrator in advance of the hearing. If agreement cannot be reached each party will submit their issues to the arbitrator who will then determine the final wording of the issue.

Section 9. Either the Union or the Employer may file exceptions to an arbitrator's award in accordance with law and regulation.

Section 10. Back pay, if applicable, is governed by 5 USC 5596.

Section 11. The Arbitrator will not change, modify, alter, delete, or add to the provisions of this Agreement; this right is the prerogative of the Union and the Employer only.

ARTICLE 41: CONTRACTUAL WORK

Section 1. The Employer agrees to consult openly and fully with the Union regarding any proposed action taken under OMB Circular A-76 to study or contract out existing functions which have bargaining unit positions. The Employer retains the right to make determinations with respect to contracting out as provided by law.

Section 2. The Employer will provide to the Union relevant and pertinent information to which the Employer has access concerning all cost studies (for actions covered under Section 1), specifically: the invitation for bid, request for quotation or request for proposals; abstract of bids; correspondence from higher authority directing the cost study; correspondence from Department of Labor regarding certification of a wage rate; the performance work statement; the "milestone" chart or similar document setting forth the estimated dates for the contracting out process; all changes to performance work statements; all bidder questions and Employer answers related to the performance work statement. In addition the Employer agrees to provide to the Union, upon written request, other information concerning its A-76 contracting out activities that is normally maintained, readily available, not prohibited by law, and which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors. Information which will be provided does not extend to information which is classified, proprietary information, or procurement sensitive information, the release of which will compromise the procurement process.

Section 3. The Union will be represented by one of its officials on the Commercial Activities Working Group. The Employer will afford the Union the opportunity to be represented on other local committees and local steering groups (except the Source Selection Committee) involved in the conduct of any portion of an A-76 cost study, subject to the understanding certain committees and steering groups will receive and be bound not to release sensitive procurement information. The parties acknowledge the importance of continuity in membership on committees and working groups. The Union representative named to each group will have the authority to speak for the Union. The Employer will afford the Union the opportunity to participate in any "walk through" of bidders of a function undergoing cost study.

Section 4. Periodic briefings will be held between the Employer and the Union to provide the Union with information pursuant to OMB Circular A-76 and this Article, on matters which may adversely affect bargaining unit employees. These briefings may include representatives of the Union and management personnel. Briefings will be held with adversely affected employees for the purpose of providing information concerning contracting out. The Union will be afforded the opportunity to be present at all such briefings.

Section 5. Union representatives will be afforded the opportunity to receive the same training as equivalent management participants for training to be held in the future.

Section 8. To the extent of its discretion, the Employer shall ensure that its support contractors are not provided facilities superior to bargaining-unit employees who have similar positions or duties.

Section 10. The parties shall negotiate upon request other aspects of contractual work.

ARTICLE 42: UNION FACILITIES AND SERVICES

Section 1. The Employer will provide the Union one private lockable office at a location in the New Orleans or Pascagoula areas, at the election of the Union, along with the following, at no cost to the Union:

- a. One (1) desk
- b. Four (4) chairs and one (1) table
- c. One (1) lockable File cabinet
- d. Dedicated telephone-line with local, DSN, long distance access limited to \$25/month and voice message capable
- e. LAN-connected computer workstation with hard drive and printer. Consumables and maintenance will be the Union's responsibility.
- f. Access to one of the command's facsimile machines and copiers, in close proximity to the Union office.
- g. Trash can

Section 2. Union representatives at locations without a union office will be permitted to use their assigned office space and equipment to perform official union business while on official time or during non-duty hours. Spaces affording additional privacy will be provided as necessary, when available. Consumables will be the Union's responsibility. As an exception to this provision, existing Union facilities/support equipment in Building 901 at the Avondale Shipyard may continue to be used by the Union so long as the space remains available.

Section 3. The Employer will provide the Union two (2) marked NAGE vehicle-parking spaces for use of its officials carrying out their representational duties located as close as possible to the Union Office but outside any contractor-designated restricted or limited-access areas.

Section 4. The Employer agrees to provide for the use of SUPSHIP Gulf Coast facilities by the Union for meeting purposes on an as-needed, as-available basis. Upon request, facilities of the activity will be made available, to the extent possible, for meetings of the Union for the conduct of internal affairs

outside regular working hours, subject to prescribed security requirements.

Section 5. The Employer will furnish the Union with four (4) drive in passes, two (2) for use at the Avondale shipyard and two (2) for use at the Pascagoula shipyard.

ARTICLE 43: BULLETIN BOARDS AND PUBLICITY

Section 1. A reasonable number of bulletin boards will be made available for Union's exclusive use at work locations where bargaining unit employees are assigned. The union shall be solely responsible for posting and removing material on the bulletin boards. The boards will be reasonably sized commensurate with their locations.

Section 2. The Union may submit items of general interest to the Employer for inclusion in the Plan of the Week (POW). The Employer will evaluate the suitability of any general interest items submitted and has the authority to determine whether to include them in the POW.

Section 3. The Union will be provided a folder in the Public Folders on the mail server to post articles of general interest including Union meetings, locations and times. The Union will have exclusive rights to post and or delete items from the Union folder. All employees will have read-only access to the folder. The Union may also use the direct e-mail system to communicate with management and the unit members concerning representational issues.

ARTICLE 44: UNION TRAINING SESSIONS

Section 1. Union representatives will be granted administrative leave to attend training or receive briefings on subjects within the scope of the statute subject to workload demands. The leave to be granted will ordinarily not exceed twenty (20) hours per calendar year for each officer and steward to attend union sponsored training. In addition, each of two (2) union representatives will be allowed an additional twenty (20) hours administrative time per calendar year for training. The Union shall submit to the Supervisor of Shipbuilding, or his designee, normally ten (10) days in advance, any request for administrative leave, to include the following information: name(s) of representative(s) and date; time; place of meeting. The Supervisor of Shipbuilding will approve the request normally five (5) workdays prior to the start of the requested period.

Section 2. If available, the Employer will provide upon request from the Union, a meeting place conveniently located within the Employer's spaces and of ample capacity to conduct Union seminars and training sessions including film presentation.

ARTICLE 45: REASSIGNMENT

Section 1. The ability to assign employees to specific shipbuilding programs and job sites is necessary for the Employer to fulfill his mission and is considered a condition of employment for all employees of the Employer.

Section 2. The Employer may reassign employees between current contractor worksites within the same contractor facility/shipyard. The method used for reassignment of an employee to work sites will be first to solicit qualified volunteers. If there are not volunteers, the most junior qualified employee in the work unit as determined by service computation date (SCD) for leave will be involuntarily reassigned. If there is more than one volunteer, seniority, as defined by SCD, will be used to resolve any conflicts.

Section 3. The Employer will provide five (5) days advance notice in writing to the Union and affected employees prior to making any reassignments that are at least three or more days in duration. It is understood that there may be emergency situations that require the Employer to move unit employees without prior notification. If there is insufficient time to contact the Union prior to the reassignment of the employee(s), the Employer will contact the Union as soon as possible. It is also understood that along with management's right to determine manning comes the management right to determine which work units are over-under-manned and apply this article accordingly.

Section 4. Reassignment of employees between work units that are non-conjoined will be conducted in a manner consistent with applicable laws and regulations. The Union reserves the right to bargain with the Employer in the event that new office locations resulting from reassignments are not in accordance with this LMA.

Section 5. Reassignment of employee(s) to a newly established work site that the Union has not had an opportunity to inspect will be subject to Union inspection. In such cases, the Union will have five (5) work days to inspect the work site and request impact and implementation bargaining.

ARTICLE 46: MISCELLANEOUS AND GENERAL PROVISIONS

Section 1. The Employer will provide the Union with a copy of the Employer's instructions and notices pertaining to personnel administration and working conditions. Copies of specific regulations and publications that are not available on the Internet, but available within the Command will be provided upon request. Copies of all DON Civilian Personnel Instructions and Title 5 of the Code of Federal Regulations are available within the Command for review by the Union.

Section 2. Upon the Union President's written request, but not more frequently than twice each year, the Employer will furnish the Union a data processing run-off of all unit members' names and pay grade of the employees. This information, which will be furnished as soon as possible after the written request is received, will be used only in connection with administering this Agreement and for membership solicitation purposes.

Section 3. Timelines specified in Article 7 and Article 40 of this agreement will generally be extended due to holiday liberal leave, employee evacuations due to natural disaster, terrorist attacks/threats, or other unforeseen occurrences that prevent employees from reporting to work.

Section 4. The Employer will provide the Union a copy of the approved NAVSEA Gulf Coast SUPSHIP Organizational Charts as published.

ARTICLE 47: DISTRIBUTION OF THE AGREEMENT

Section 1. The Employer will furnish copies of this Agreement and any amendments or supplements to all employees in the Unit, to their supervisors, and to all new employees in the Unit. An electronic copy on diskette and twenty five (25) printed copies will be furnished to the Union. The final contract will be placed upon the Employer's intranet web site.

Section 2. While the Agreement is being printed, a draft copy will be available electronically.

Section 3. The Agreement will be printed on standard 8 ½ inch by 11 inch paper.

ARTICLE 48: DURATION OF AGREEMENT

Section 1. This Agreement shall remain in full force and effect for a period of three (3) years from the date of approval by the Department of Defense or from the thirty-first (31st) day after execution, whichever is sooner. The Agreement shall be renewed automatically for additional periods of one (1) year unless either Party gives written notice of its desire to amend, renegotiate, or terminate the Agreement.

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

a. No earlier than one hundred five (105) nor less than sixty (60) days prior to the scheduled expiration date of this Agreement, the Party wishing to renegotiate the Agreement shall inform the other Party of its desire to do so.

b. The Party desiring to renegotiate the Agreement (moving party) shall provide two (2) copies of its proposed contract along with its request to renegotiate to the responding party.

c. The Party receiving the request to renegotiate shall submit counter proposals/proposals to the moving Party within forty-five (45) days of the receipt of the request to negotiate.

Section 3. The Parties may reopen the Agreement at any time by mutual consent and to amend when required by changes in law or government wide regulations. Before reopening, the Party wishing to reopen will submit to the other Party at least thirty (30) days prior to the desired reopening date, an agenda stating the reasons for reopening and the changes that are desired.

Section 4. This Agreement will remain in full force and effect during the renegotiation or reopening of the said Agreement and until such time as a new Agreement takes effect.