

The Agreement



Between

**Puget Sound Naval Shipyard
and Intermediate Maintenance Facility
and
The Bremerton Metal Trades Council**

Effective

April 23, 2010

~~Change One Effective April, 8, 2015~~

~~Change Two Effective December 30 2015~~

THE AGREEMENT

CHANGE PAGE RECORD

Change Number	Approval Date
One	8 April 2015
Two	30 December 2015

Summary of Change One

The following articles were changed during mid-term bargaining.

Article 0712 - Compressed Work Schedule (CWS)

Article 3103 - Selection of an Arbitrator

Article 3807 - Application of Existing Memoranda of Understanding

Summary of Change Two

Correct Typos in Article 3103

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PREAMBLE

This Agreement is made by and between the Puget Sound Naval Shipyard and Intermediate Maintenance Facility (PSNS & IMF) hereinafter referred to as the "Employer" and the Bremerton Metal Trades Council (BMTC), AFL-CIO, hereinafter referred to as the "BMTC", and collectively hereinafter referred to as the "parties". The BMTC is composed of affiliated local unions of national and international organizations. Those affiliated locals having members employed at the Activity are listed in Appendix I hereto.

WITNESSETH

WHEREAS the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government; and

WHEREAS the protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them; safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlement of disputes between employees and their employers involving conditions of employment; and

WHEREAS the parties agree that labor organizations and collective bargaining in the Civil Service are in the public interest; the intent and purpose of the Agreement is to promote and improve the effectiveness and efficiency of the PSNS & IMF and the well being of its employees.

NOW THEREFORE pursuant to the provisions of the Civil Service Reform Act of 1978 (Public Law 95-454) governing labor-management relations in the Federal Service (5 U.S.C. 7101 et. Seq.), hereinafter will be referred to the "ACT", the parties agree to the following:

ARTICLE 1

RECOGNITION AND COVERAGE OF AGREEMENT

0101. Exclusive Recognition of BMTC.

The Employer hereby recognizes that the BMTC is the exclusive representative of all Employees in the unit as defined in Section 0102 and the BMTC hereby recognizes the responsibility of representing the interests of all such Employees under the terms of this written Agreement.

0102. Definition of Unit.

The unit (hereafter BMTC) to which this Agreement is applicable, is defined as all Employees of PSNS & IMF covered by this Collective Bargaining Agreement (CBA).

a. Included all nonprofessional Employees of the Department of the Navy, PSNS & IMF.

b. Excluded are nonprofessional Employees in the technical bargaining unit, professional Employees, management officials, supervisors, Employees described in 5 U.S.C. section 7112(b) (2), (3), (4), (5), (6), and (7), and Employees of the Boston detachment of PSNS & IMF.

0103. Binding Agreement.

The provisions of this Agreement shall be binding upon the parties for any new operations directed by the Employer to the extent that such operations affect Employees within the unit. This section, however, shall not be interpreted as a waiver of the Employer's rights as provided in 5 USC 7106, or Employee's rights under 5 USC 7102.

0104. Reclassification.

It is further agreed that any Employee(s) currently in the unit, who are reclassified as a result of application of job grading and position classification standards shall remain a part of the unit provided such Employees continue to perform essentially that work previously performed or interrelated with work historically performed within the unit. This section shall not be interpreted as to preclude the parties from filing a unit clarification petition with the Federal Labor Relations Authority (FLRA).

0105. Responsibilities.

The parties agree that it is in the best interest, in the administration of the labor-management relations program, that supervisors and BMTC representatives should keep themselves advised of the provisions contained in this Agreement. Joint training on the Agreement shall be on official time.

0106. Reports.

The Employer will provide the BMTC a quarterly listing of unit Employees and those who are serving on time limited appointments. The listings will include the organization code, title, series, grade and appointment expiration date, and be sent electronically. The Employer will notify the BMTC prior to the expiration date of the appointments when a significant number of time limited Employees will not have their appointments renewed.

ARTICLE 2

RIGHTS OF THE EMPLOYER

0201. Management Rights.

The right, functions, and authority to manage Activity operations, personnel and resources are vested in the Employer by the Act. The Act provides that all management officials of the Employer retain the right and authority to:

1. Determine the mission, budget, organization, number of Employees, and internal security practices of the Employer.
2. In accordance with applicable laws;
 - a. Hire, assign, direct, lay off, and retain Employees in The Activity, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees;
 - b. Assign work, make determinations with respect to contracting out, and determine the personnel by which the Employer's operations shall be conducted;
 - c. Make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source;
 - d. Take whatever actions may be necessary to carry out the Activity mission during emergencies. The Employer will notify the BMTC of the nature of any such emergency.

0202. Right to Make Rules.

The right to make reasonable rules and regulations is the acknowledged function of the Employer. In making rules and regulations relating to personnel policy procedures and practices, and matters affecting the working conditions of unit Employees, the Employer shall have due regard for the obligations imposed by this Agreement and sections 7106 b (2) and (3) of the Act.

0203. Assignment of Supervisory and Management Responsibilities.

Throughout this Agreement, where language indicates that a specific supervisor or management official will perform a task

or function, it is understood that this is simply intended as a guide as to how the Employer would normally handle a situation. It is understood that any such task or function could be performed by any management official or supervisor authorized by the Employer to act in that capacity.

ARTICLE 3

RIGHTS OF THE EMPLOYEES

0301. Rights of Unit Employees.

Employees in the unit shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist the BMTC and any other labor organization or to refrain from any such activity. Except as expressly provided hereinafter and in the Act, the freedom of such Employees to assist any labor organization shall be recognized as extending to participation in the management of the BMTC and acting for the organization in the capacity of a Council or an organization representative, including presentation of its views to the officials of the Executive Branch, the Congress, or other appropriate authority and to engage in collective bargaining with respect to conditions of employment through the BMTC. The Employer shall take such action, consistent with law or other directives from higher authority, as may be required in order to assure that Employees are apprised of the rights described in this Article, and that no interference, restraint, coercion, or discrimination is practiced within the Activity to encourage or discourage membership in any labor organization.

0302. Employee Right to Consult.

a. **Employee Request.** An Employee has the right to a reasonable amount of time allowed to consult, either personally, by e-mail, or by telephone with an appropriate BMTC representative (usually a Steward) on work related matter(s) of personal concern. Requests for the use of such time will be made by the Employee to his/her immediate supervisor.

b. **Supervisor's Action on Request for Steward.** Upon an Employee's request to consult with a BMTC representative, the supervisor will contact the Chief Steward of the appropriate trade affiliate for assignment of a representative. The Supervisor will schedule a meeting between the representative and the Employee for initial contact on a matter no later than the next work day unless a later date is necessary to accommodate absences, critical time constraints, conflicts, or the representative authorizes a later date.

c. **Representative's Action on Contact.** If, when a representative is contacted, it is determined that the Employee

has a valid complaint, the representative may advise the Employee of the appropriate procedures which may be followed.

0303. Employee Representation at Examination.

a. The BMTC shall be given the opportunity to be represented at any examination or investigation of an Employee if:

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

(2) The Employee requests representation.

b. **Examinations and Investigations.** The Employer is responsible for seeing that a thorough investigation is made to determine and document the facts relative to each reported offense involving an Employee under their cognizance.

c. **Investigatory Discussion.** When necessary, a supervisor will hold an investigatory discussion with the Employee. A BMTC representative may be present in accordance with 5 USC 7114 (a) (2) (B) and referenced in Section 0303 a(1) and a(2). The Employee will provide truthful and complete information when presenting their side of the issue and when answering questions during the investigatory discussion. The pertinent facts presented in the discussion will be documented. Investigations by the Employer should be conducted as promptly as possible to ensure effectiveness of the corrective action (if warranted) and shall at all times be complete and fair. The corrective action imposed shall be that which can reasonably be expected to correct the affected Employee and maintain discipline and morale among other Employees.

If no disciplinary action is to be taken, the Employee should be informed as soon as possible. If the Employee has designated a representative during this process the representative shall be present at the discussion.

Any Employee covered by this Agreement has the right to be represented, as noted above, at the following discussions during the disciplinary process: Investigatory, any informal follow up discussions to that investigation, and during any response to a proposed action.

(1) When an Employee in a bargaining unit requests representation, the discussion will not be held until a BMTC representative is present. The arrangements will be made through the appropriate Chief Steward. The BMTC will make assignments promptly so as to avoid undue delays in holding the discussion.

(2) If a discussion is underway and the Employee requests BMTC representation, the discussion will stop and the supervisor will secure representation. The discussion will not continue until a representative can be made available. The arrangements will be made through the appropriate Chief Steward. The BMTC will make assignments promptly so as to avoid undue delays in holding the discussion.

(3) The assignment of a representative, if any, is a BMTC responsibility. Employees do not have the right to insist that they be represented by a specific BMTC representative.

(4) If the Employer is unable to release an assigned representative, the Employer will discuss the issues with the Chief Steward to determine when the representative may be available or to have the Chief Steward assign an alternate representative.

(5) If an Employee has requested representation in conjunction with an examination the Employee will be provided representation in subsequent discussions on the matter.

0304. Right to Review Personnel Records.

a. **Non-Medical Records.** Upon request, Employees will be permitted to review their Official Personnel Folder (OPF), and any other records identifiable to the Employee which are contained in a system of records maintained by the Employer (including e-mails). An Employee's representative when authorized by the Employee in writing will be permitted to review the Employee's records. The BMTC recognizes that applicable regulatory requirements will have to be followed to obtain access. Arrangements to review records will be made through the Employee's immediate supervisor.

Upon receiving a request for the OPF, the Employer will arrange for transportation of the OPF to the Human Resources Office within three working days. If the requested record cannot be delivered within the above time frame, an explanation for the delay and the approximate time the record will be available for

review will be communicated to the Employee or representative. If there is an emergent administrative requirement for the Employee or representative to have immediate access to the record, the Employer will provide the record by the following working day.

Copies of requested records shall be provided at the Employee's expense, except when the Employee is receiving the initial copy of an official record. The charges for these records shall not exceed those charges authorized by regulation. Additional charges may be applied, as authorized by regulation, when, because of the nature of the request, special programming is required to assemble electronically maintained records for review or copying. The Employee or representative, as applicable, shall be notified in advance of the reason(s) and costs of any special programming.

b. **Medical Records.** Employees, upon request to the Medical Officer, will be permitted to review their individual medical records in the Dispensary. An Employee's representative, when authorized by the Employee in writing, will be permitted to review medical information regarding the Employee. Arrangements to review medical records will be made through the Employee's immediate supervisor. The foregoing reference to medical records must be applied in accordance with applicable provisions of OSHA Regulation (29 C.F.R). The provisions of subsection a. above, pertaining to charges for requests for electronically maintained records shall apply to medical records.

c. The Employee or the representative will be granted time, provided that the workload permits.

0305. Work Instructions and Orders.

Unit Employees are required to follow instructions and obey orders from supervision. No Employee will be disciplined for declining an order an Employee reasonably believes is unlawful. CAUTION: If the Employee refuses to carry out the second order and the circumstances do not support the Employee's concern, the Employee may be subject to administrative and/or disciplinary action.

0306. Coverage While On TDY.

Employees of the unit, while on temporary duty assignment at another Activity retain coverage of this Agreement. Employees

will be expected to conform to the rules and regulations governing such matters as hours of work in effect at the temporary duty activity.

0307. Seniority.

Throughout this Agreement the principles of seniority shall be applied where the BMTC and Employer have agreed it to be practical.

The Seniority Listing will be based on Employees' Service Computation Date (SCD) unadjusted for performance. Employees will be listed based on their current position (as documented by Notification of Personnel Action SF-50), which will not necessarily be their permanent position. The Seniority Listing will be sorted by Shop/Code (site specific), Pay Plan/Series/Grade and then by the unadjusted SCD. Full-time work schedules will be intermingled with seasonal work schedules. Data elements on the listing will include Current Organization, Current Pay Plan/Series/Grade, Work Schedule, Unadjusted SCD, Current position title, total number in the grouping, and the Employee's respective position within that total number. The Seniority Listing will be available on the Activity's network in a searchable database format. SCD ties will be broken alphabetically in descending order.

Where the decision to force an Employee necessitates the use of seniority, the Employer shall start with the least senior qualified employee and shall rotate through the seniority listing, in inverse order. Once a non-volunteer receives an assignment, or a volunteer has performed an assignment, they shall not be considered for a further involuntary assignment until a full rotation of the seniority listing has occurred. Employees may be excused from an assignment if sufficient justification of a hardship is provided. In those cases, employees shall retain their position in the rotation for future consideration.

It is understood that for emergent work or short notice mission essential work, assignments may be justified without the use of seniority in order to meet the mission of the Activity.

In addition, it may be necessary in some cases to pass over volunteers or non-volunteers who are otherwise eligible for the assignment due to such factors as the Employee's current or near-future critical, scheduled job assignment.

ARTICLE 4

VOLUNTARY AUTOMATIC ALLOTMENT OF UNION DUES

0401. Policy.

The Employer shall deduct dues from pay of all eligible Employees who voluntarily authorize such deduction and who are employed within the appropriate unit for which the BMTC holds exclusive recognition, in accordance with the provisions set forth herein and subject to the following conditions:

a. The Employee is a member in good standing of an Appropriate local union affiliated with the BMTC or has signed up for membership in an appropriate local union.

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

c. The Employee has voluntarily authorized such a deduction on Standard Form 1187 and the appropriate local union of the BMTC through its authorized official, has completed and signed Section A of such form on behalf of such affiliated local union.

0402. Allotment Form.

The BMTC is responsible for purchasing the standard allotment form prescribed by the Comptroller General and distributing it to its members.

0403. Effective Date of Allotment.

Deduction of dues shall begin with the first pay period which occurs after receipt of the Standard Form 1187 by the Employer, Civilian Payroll Office, providing that Standard Form 1187 is received by noon of the Thursday preceding the beginning of the biweekly pay period.

0404. Amount/Change of Allotment.

The amount of the union dues to be deducted each biweekly pay period shall remain as originally certified on such allotment forms until a change in the amount of such dues is certified to by the authorized official and such certification is transmitted to the Employer by the BMTC. Such change shall begin with the first pay period after receipt of the notice of the change by

the Employer, or a later date if requested by the BMTC. Such change shall not be made more frequently than once each six (6) months. In addition, changes made as a result of changes in member classification such as promotion of apprentices to mechanic, will be made upon submission of a new Standard Form 1187 effective the beginning of the first pay period following receipt by the Employer.

0405. Employer Termination of Allotment.

An Employee's voluntary allotment for payment of union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- a. Loss of exclusive recognition by the BMTC;
- b. Separation of an Employee from the unit for which the BMTC holds exclusive recognition;
- c. Receipt by the Employer of notice from the BMTC that the Employee has been expelled or has ceased to be a member in good standing of a local union. Such notice shall be promptly forwarded by the BMTC to the Employer;
- d. The Agreement between the Employer and the BMTC ceases to be applicable to the Employee.

0406. Employee Termination of Allotment.

Employees may terminate their union dues allotment only on the annual anniversary date of the effective date of their initial dues withholding by submission of a Standard Form 1188 (or facsimile) in duplicate to the Employer (Civilian Payroll Office). Upon receipt, the Employer (Civilian Payroll Office) shall promptly forward the duplicate to the BMTC. A termination of allotment under this section shall be effective with the first full pay period beginning on or after the anniversary date. To terminate their dues, Employees must ensure the Standard Form 1188 (or facsimile) is received by the Civilian Payroll Office not later than noon of the Thursday preceding the start of the effective pay period.

0407. Records Provided to the BMTC.

After each regularly scheduled payday the Employer shall promptly transmit pertinent information regarding voluntary union dues allotments to the BMTC Secretary-Treasurer:

a. Two copies of a listing identifying, by each affiliated local union, the Employee's name, shop, and badge number, amount withheld, and any allotments which have been terminated during the pay period. The listing shall provide for summary totals of all deductions and the number of contributing Employees for each local union and the BMTC.

b. An electric funds transfer will be made to an account designated by the BMTC in the amount equal to the grand total of all such monetary allotment deductions.

0408. Privacy Act Requirement.

The BMTC and its affiliates understand that information contained in the listing noted in Section 0407.a. is subject to the Privacy Act and will take appropriate action to ensure compliance with the Privacy Act.

ARTICLE 5

RIGHTS OF THE BMTC

0501. Rights of BMTC.

The BMTC has the exclusive right and responsibility to represent the interests of all Employees in the Unit without discrimination and without regard to labor organization membership. Representational functions include duties such as discussion, investigation (i.e. research), consultation, documentation, representation, and presentation with employee(s), management, fellow BMTC representatives and/or third parties. BMTC has rights pursuant to or consistent with 1) Title VII of Public Law 95-454, 2) Title 5 United States Code, and 3) other applicable regulations or executive orders.

The representational rights of the BMTC addressed in this Article are not all inclusive.

0502. Presence at Formal Discussions.

The BMTC shall be promptly notified by the Employer and shall be given the opportunity to be represented at any formal discussion. Formal discussions have four elements; 1) a discussion must occur, 2) the discussion must be formal (scheduled in advance, set agenda, mandatory attendance), 3) one or more Agency representatives and one or more Unit employees must be present, and 4) the discussion concerns any grievance, personnel policy or practice, or other general condition of employment of unit Employees. The following is a partial list of meetings, which could be formal discussions.

- a. EEO settlements
- b. Settlement of appeals before MSPB
- c. Announcements to discuss reductions in force
- d. EEO mediations (excluding EEO counseling)
- e. ULP cases
- f. ULP settlements
- g. Formal questioning of unit employees
- h. Pre-litigation meetings. EEO and MSPB cases (but not limited to)
- i. Formal conversations conducted by telephone
- j. Pre-arbitration meeting with unit employees

BMTC is entitled to select and appoint a representative to be

present at these formal discussions. Attendance at all formal discussions will be on official time.

0503. Representation at Examination.

The BMTC shall be given the opportunity to be represented at any examination of an Employee in the unit by the Employer in connection with an investigations if;

- a. the Employee reasonably believes that the examination may result in disciplinary action against the employee; and
- b. the Employee requests representation.

0504. Right to Negotiate.

As required by Public Law 95-454, the Employer and the BMTC shall negotiate in good faith on appropriate matters with the objective of reaching agreement. Negotiation is appropriate on procedures for exercising Employer rights and on arrangements for Employees adversely affected by the exercise of those rights. The Employers obligation to negotiate does not include matters involving its mission, organization, budget, and internal security practices. It is agreed and understood by both parties that matters appropriate for negotiation are personnel policies, practices, procedures, and matters affecting general working conditions within the unit which are within the discretion of the Employer, so far as may be appropriate under applicable laws and regulations.

0505. New Employee Indoctrination.

The BMTC has the right to be represented at the Indoctrination portion of New Employee Training. The Employer agrees to give serious consideration to any suggested content changes to the presentation or related matters, which are recommended by the BMTC and will notify the BMTC before implementing any change, which affects the Employee/BMTC representational rights/responsibilities. The Employer will provide the BMTC with an electronic copy of the schedule of New Employee Training sessions.

As part of the New Employee Indoctrination, the BMTC will be allotted 40 minutes to discuss representation responsibilities with the new Employees. The BMTC agrees to give serious consideration to any suggested content changes to the presentation or related matters, which are recommended by the

Employer and will notify the Employer before implementing any change.

0506. Distribution of Agreement.

The Employer will make available a copy of the Agreement and amendments to each unit Employee. The Employer agrees to furnish the BMTC additional copies of the Agreement and amendments at the Employer's cost. The contract shall be in a font size of 10. The BMTC will identify the number of copies required prior to initial printing.

0507. Unit Employee Listings.

The Employer will provide an electronic listing of unit employees to the BMTC every three months. The listing shall be in alphabetical order by Shop or Code with Employee's badge number. The Employer reserves the right to charge a fee for additional listings or for listings of a different format which are requested by the BMTC.

0508. BMTC Access to Instructions/Directives.

a. Copies. The Employer agrees to place the BMTC on the Distribution List for two copies of unclassified Secretary of the Navy Instructions and/or Notices, and Activity Instructions and Notices pertaining to civilian personnel matters, including any changes or additions thereto as issued. The Employer further agrees to advise the BMTC of any directive which affects any of the terms and conditions of the Agreement and which alters discretionary authority with regard to any item dealt with in the Agreement.

b. BMTC Access. The Employer recognizes the BMTC's need to have access to regulations which control personnel policies and related matters. The Employer agrees to allow the BMTC President and Chief Stewards access to the following materials:

- (1) Published OPM regulations;
- (2) Joint Travel Regulations (JTR), Volume II
- (3) Judge Advocate General Manual (JAG) (requests shall be in writing);
- (4) NAVCOMP Manual (requests shall be in writing);
- (5) Department of Defense Instructions and Notices as they apply to conditions of employment;
- (6) PSNS AND IMF Instructions and Notices.
- (7) Cyber Feds

(8) FECA Regulations

ARTICLE 6

BMTC REPRESENTATION

0601. Recognition and Contact.

a. **Employer Recognition of BMTC Representatives.** For the purpose of this Agreement, the Employer agrees to recognize three elected BMTC Officers (President, Vice President, Secretary-Treasure), one Safety Representative, one Security Specialist, one OWCP Specialist, one Chairperson at the Bangor site, one Chief Steward at the Bangor site, one Chief Steward for each affiliate at the Bremerton site, and a sufficient number of BMTC Stewards duly authorized by the BMTC to represent unit Employees on appropriate work related matters. Upon written notice the BMTC may designate other individuals to represent the BMTC's views. The written notice shall specify the area of authority and responsibility of the representative.

b. **Points of Contact (Unit-wide).** The Parties agree that the BMTC principal point of contact on all matters pertaining to the Unit-wide administration of this Agreement shall be the BMTC President or designee. The Employer's principal point of contact shall be the Human Resource Office (Code 1110).

c. **Shop/Code Contact Person.** The BMTC President will designate in writing, a person from each Shop/Code who is authorized to receive notice from the Employer's representatives concerning proposed changes to existing conditions of employment when the change(s) is limited to that Shop/Code. The BMTC President will provide written notice if a BMTC Representative other than the Shop/Code Contact Person will respond to the Shop/Code proposed change(s). The Shop/Code will provide notice of proposed change(s) to the BMTC President in the absence of a Shop/Code contact person or if the proposed change(s) impacts more than one Shop or Code.

0602. Notification.

The BMTC President will keep the Employer (Code 1110) timely informed of changes in the BMTC Officers. The BMTC President will provide to the Employer (Code 1110) a written and electronic copy of the Official Master List of BMTC representatives on the effective date of this Agreement. A dated new Official Master List with changes (additions/deletions) clearly identified shall be timely submitted to Code 1110 and a courtesy copy to each Group/Division Administrative

Officer by the BMTC President as changes occur. The Official Master List (including revisions) shall specify: The Name; badge number; parent Shop/Code; BMTC Office/Position held; area of representation/responsibility; and committee membership as applicable. The Employer is not obligated to recognize BMTC officers, representatives or committee members absent written/electronic notice from the BMTC President. The BMTC will ensure all representatives are aware of their specific designated area of representation/responsibility. The Employer (Code 1110) will issue, within five workdays from receipt from the BMTC, specific lists to the Shops/Codes of the areas affected. The Shop/Code will post the lists on appropriate bulletin boards. List shall note the date of posting. Representative's badge numbers shall not be posted. The date of posting shall normally be the effective date of the list. In unusual circumstances, Code 1110 may inform the Shop/Code by telephone of the recognition of a representative.

NOTE: If a Steward is assigned from one shift or shop to another, the Employer will notify the Chief Steward of the transfer and the reason why.

0603. BMTC Internal Affairs.

Activities concerned with the internal management of the BMTC or BMTC business will not be conducted during working hours. This includes, but is not limited to, such activities as membership meetings, solicitation of membership, collection of dues by representatives, campaigning for any Union or BMTC Office, and the conduct of elections and distribution of literature. Furthermore, BMTC or affiliate Officers/Officials, who are Shipyard Employees when performing duties of their office not involving BMTC-Employer relationship whether inside or outside of the Shipyard shall request annual leave or leave without pay in advance of their anticipated absence.

0604. Functions of BMTC Representatives on Processing Complaints/Grievances.

a. **General.** The BMTC has the responsibility for the determination and designation of representatives for unit Employee(s) in the processing and resolution of complaints and grievances.

(1) The BMTC through its representatives may receive, investigate and process to completion, complaints or grievances of Employee(s) during working hours and advise employee(s) of

their rights and procedures to be followed for resolution of same as provided in the Agreement. The BMTC may process a grievance On Behalf Of (OBO) an Employee(s) in accordance with Article 30.

(2) Normally, the representative with whom initial contact is made will be the representative of record. If it becomes necessary to make a change in Steward designation, the Chief Steward having jurisdiction will provide written notice to the cognizant Shop/Code supervisor as early as possible and an information copy will be routed to the appropriate Administrative Officer.

(3) The BMTC will, to the maximum extent practical, designate a representative from the immediate work area of the Employee(s) requesting such representation.

b. **BMTC President.** The BMTC President speaks for the BMTC and shall be the primary contact point for the Employer to initiate discussion on matters of mutual concern. The BMTC President will insure that the Employer receives written/electronic formal notification in those situations wherein other individuals will speak for the BMTC.

c. **Chief Stewards.** Chief Stewards shall be responsible for the designation of representatives for unit Employees within their affiliate jurisdiction. Chief Stewards may provide oversight and guidance in the assignment of all Stewards in the processing/resolution of Employee complaints, grievances, and all other BMTC representational duties. Chief Stewards shall usually handle all Council Grievances. The BMTC President will keep the Employer informed via the Official Master List of the representative who will function as Chief Steward when an affiliate Chief Steward is on leave, TDY, or is unable to fulfill their representational duties. The representative who will act in the Chief Stewards absence will be released as needed with consideration for the current work assignment.

d. **Stewards.** Stewards shall represent unit Employees in processing and resolving complaints/grievances.

0605. Area of Representation for Processing Complaints/Grievances.

a. **Chief Stewards.** Chief Stewards shall usually represent unit Employees within their affiliate area of jurisdiction but

generally not at the first step of the grievance procedure. Chief Stewards may represent unit Employees outside their affiliate jurisdiction provided the appropriate Chief Steward has made the necessary written re-designation.

b. **Stewards.** Stewards shall usually represent unit Employees as assigned by the affiliate Chief Steward within the same Shop/Code, affiliate and work area of the Employee(s) requesting representation.

0606. Determination of Initial Representative Contact.

a. **Examination/Investigation Meeting.** If an Employee requests representation during an examination/investigation meeting, the supervisor will contact the appropriate Chief Steward to request a representative. The Chief Steward will make a reasonable attempt to designate a Steward from the appropriate affiliate, normally the same Shop/Code and work area.

b. **Other Work Related Matters.** If an Employee requests representation for other work related matters, the supervisor will contact the appropriate Chief Steward to request a representative. The Chief Steward will make a reasonable attempt to designate a Steward from the appropriate affiliate, normally the same Shop/Code and work area. If the Employee identifies to the supervisor that grievance procedure time limits (Article 30) will be jeopardized by a delay, the supervisor will inform the Chief Steward.

0607. Permission to Leave the Jobsite.

a. **Assignment of Steward.** In accordance with section 0606, the assignment of Stewards will be requested through the Chief Steward. In the selection of Stewards, the Chief Steward will take into consideration the amount of work involved in each case and the current/future job assignment of the Steward. In order to achieve this, communication between the Chief Steward, Steward and Supervisor is necessary. When a backshift Steward is needed and not available, supervision will assist by odd shifting either the representative or the Employee. Such odd shifting shall consider the individuals work assignments, but will not prevent the Employee from receiving representation in a timely manner.

b. **Release from Jobsite.** Once a Steward is assigned, communication between the Steward and Supervisor regarding time

needed and current/future job assignments is necessary to meet the needs of the Steward and the Employer. The Steward will communicate with the Supervisor as to where they need to go, what they will be doing, and approximate duration away from the jobsite. If more time is needed or if there is a deviation from the original communication, the Steward will contact the supervisor for authorization. The Supervisor will assist in scheduling meetings between the Steward and other Employees.

c. **Rescheduling if Not Released.** If the Supervisor is unable to release the Steward, arrangements will be made for the release of the Steward at the earliest convenience. The Supervisor will take into consideration the time frames of the case involved when rescheduling. Reasons for rescheduling will be discussed with the Steward.

d. **Process for Documentation.** A Council Pass (Form number PSNS&IMF 5512/103) will be used to document the release of Steward(s) from the jobsite. Signatures of Chair/Meeting officials are required unless previously agreed upon by the Steward and Supervisor. However, the releasing and returning supervisor signatures are required. Distribution of completed forms will be one copy to the representative, one copy to the BMTC President, and one copy to the Supervisor.

0608. Uses of Official Time.

Reasonable time away from their official duties shall be allowed for BMTC Representatives to conduct authorized functions. Official Time is defined for pay purposes as that time allowed which a BMTC Representative spends away from official duties to conduct or assist in authorized representational functions which are outlined below. The BMTC agrees that whenever authorized functions are performed during working hours, only that amount of time necessary to bring about a prompt and expeditious resolution of the matter will be utilized. Official time granted under the provisions of this Agreement may only be used within the perimeter of Puget Sound Naval Shipyard and Intermediate Maintenance Facility sites or as otherwise agreed upon.

a. **Employee Contact with a Steward.** An Employee will be allowed time to present a complaint or grievance to a Steward and a Steward will be allowed time to receive it.

b. **Complaint/Grievance Investigation.** BMTC Stewards shall be allowed a reasonable amount of time to conduct investigations

of Employee or Council complaints or grievances; only one BMTC Steward per case will be allowed time for this purpose.

c. **MSPB/OSHA/OWCP/DOHA Hearings.** One BMTC Representative shall be allowed time to represent current bargaining unit Employees at the following hearings; Merit Systems Protection Board (MSPB), Occupational Safety and Health (OSHA), Office of Worker's Compensation (OWCP) (normally the OWCP specialist), or Defense Office of Hearings and Appeals (DOHA) (normally the Security Specialist) held within the commuting area. For those hearings in which the BMTC is not representing the Employee, one BMTC Representative, normally the BMTC President or designee, shall be allowed time to attend MSPB, OSHA, OWCP, Equal Employment Opportunity Commission (EEOC) hearings.

d. **FSIP Preparation Presentation.** Normally two BMTC representatives shall be allowed time to prepare and present the BMTC's position before the Federal Services Impasses Panel (FSIP) or other hearing/arbitration official as directed by FSIP.

e. **Representation at Grievance Meetings.** A BMTC Representative shall be allowed time to represent an Employee(s) at each step of the grievance procedure. A maximum of two BMTC Representatives shall be allowed time to represent the BMTC at Arbitration hearings.

f. **Witnesses.** Time allowed will be granted to Employees requested and approved to serve as witnesses.

g. **Committees.** Official time will be allowed for assigned committee members at committee meetings specified in the Agreement.

h. **Notification of Change.** The BMTC's Contact Person, BMTC President, or other representatives as appropriate, will be allowed official time to meet with Employer Representatives for the purpose of receiving notification of changes which affect working conditions. A reasonable amount of time will also be allowed to review such changes. Up to three BMTC Representatives will be allowed a reasonable amount of time to review proposed changes in Shipyard instructions forwarded to the PSNS&IMF by the Employer (Code 1110) (Article 38).

i. **Consultation/Negotiations.** Three BMTC Representatives may be allowed official time to meet with the Employer for the purpose of:

- (1) Seeking clarifying discussions.
- (2) Consultation.
- (3) Meet and Confer.

j. **The Bremerton Metal Trades Council.** BMTC Officers (President, Vice President, Secretary-Treasurer), one Safety Representative, one Security Specialist, one OWCP Specialist, one Chairperson at the Bangor site, one Chief Steward at the Bangor site, one Chief Steward for each affiliate at the Bremerton site, normally will be granted official time for all hours of each regular scheduled workday which is devoted exclusively to work on PSNS&IMF labor-management relations matters. The Employer reserves the right to return the representative(s) to regular duties under an emergency or other special circumstance.

k. **Training.** The President of the BMTC will be responsible to the Employer (C/900) for the Management of the time and the certification of unit Employee attendance. The President of the BMTC will be required to obtain the concurrence of the Employer (C/900) that training courses, seminars, conferences, etc., are of mutual concern or benefit to the Employer (see Article 15 for Leave of Absence). The Employer will provide a maximum of 550 man-hours per fiscal year for the training of BMTC Stewards, who are unit Employees, on labor management relations matters. The BMTC agrees to schedule its training such that not more than 50% of its representatives are absent from the work site at any one time. Additional training may be provided to an adequate number of representatives where it is agreed that a mutual benefit exists.

l. **Use of Representational Time While In Training.** Both parties agree that the Employees in training/training programs should be focused on training and not distracted by representational duties.

0609. Space for Representation.

a. The Employer agrees that it may be necessary for a Steward to need some privacy when meeting with an Employee. When space is required for this purpose, it will be requested in advance by the BMTC Steward and scheduled by the Supervisor. The parties agree Supervisors and Stewards should work together in making arrangements for Steward/Employee meetings to occur in a private, quiet area.

b. **BMTC Offices.** The Employer agrees to provide office spaces for the BMTC within the geographical confines of the Shipyard. The office spaces will be approximately 1800 square feet in area at the Bremerton site, and approximately 200 square feet in area at the Bangor site for the exclusive use of the BMTC. The Employer agrees to provide required building maintenance and the BMTC agrees to maintain the space in a clean and orderly condition. The BMTC shall make no alterations to the space without prior written approval of the Employer (Code 1110). The space shall be subject to all required inspections (fire, etc.).

c. **Authorized Use.** The office spaces are provided for the exclusive use of the BMTC President, Chief Stewards and other representatives as assigned by the President, except as follows:

(1) Business Agents and other Union Officials who are not Employees of the Shipyard may use the office provided they have obtained proper entry clearance to the Shipyard, and the Employer's security requirements are met;

(2) Stewards and unit Employees during their non-duty hours; or when meeting with a Chief Steward;

(3) Representatives who are designated to review specific instructions or serve as members of a bargaining team.

d. The BMTC accepts the responsibility of insuring the BMTC offices are used solely for the purpose specified in this section.

0610. BMTC Visitors.

The BMTC recognizes the security of the Shipyard is of paramount importance to the Employer and the workforce alike. The Employer reserves the right to refuse or limit access to the Shipyard to any person who is not an active Employee. Entrance to the Shipyard may be authorized for non-Employees who have specifically approved business to conduct with Shipyard personnel. Requests for such admission to the Shipyard will be made to the Human Resources Office (Code 1110) which will determine each request on a case-by-case basis. Access to the Shipyard by non-Employees will be administered in accordance with the provisions of the Shipyard Security Instruction.

0611. Sea Trials and TDY Listings.

Subject to the internal security practices, lists of Employees scheduled to accompany ships on trial runs and lists of Employees assigned to special missions outside the Activity will be available for the BMTC to view. The BMTC may name Employees from that group to act as Stewards to represent the BMTC. Such Stewards may conduct business under the provisions of this written Agreement with the designated Employer's representative on the trip, but will not conduct business with the Ship's Commanding Officer or members of the ship's company.

0612. Computer Support for the BMTC.

The Employer will provide the BMTC access to the following equipment and services to enhance the efficiency of the BMTC's representational efforts and facilitate communication with the Employer:

a. The BMTC at the Bremerton site will be provided a minimum of 12 computers linked to the Employer's local area network (LAN), one printer, one photo copier, one fax machine, and one scanner. The BMTC at the Bangor site will be provided a minimum of two computers linked to the Employer's LAN, one fax machine, with access to one scanner, one photo copier, and one printer. The Employer will provide good quality modular furniture, desks, chairs and partitions. These will be maintained and serviced by the Employer and shall remain the property of the Employer. The BMTC agrees to ensure that this equipment is properly operated and secured to avoid damage by improper operation or theft. The BMTC further agrees to make no modification to or otherwise alter the equipment in any way.

b. The BMTC will be provided access to the Employer's email system on the LAN and email accounts will be established for the BMTC's officers and Chief Stewards. The BMTC agrees that BMTC officials and Stewards will comply with established PSNS&IMF, Department of Navy and Department of Defense policies regarding the use of local and internet email while using equipment provided by the Employer or connected to the Shipyard LAN. It is agreed that email shall be considered one method of formal communication and may constitute "official correspondence". Such notifications shall have on the subject line, "Official Notification" and will be directed to the Chief Steward with area jurisdiction, the President and Vice President.

c. The BMTC will also be provided with the standard suite of software normally installed on Shipyard computers, including, as a minimum, a word processing program and an internet browser. The BMTC agrees it will not install any software on the Employer provided computers. BMTC requests for additional software will be submitted through Code 1110 for Code 1230 action.

d. The Employer will provide the BMTC at the Bremerton site the following; four telephone lines, 11 telephones connected to these lines, and one fax telephone line. In the President's office: two telephone lines, three telephones connected to these lines, and one fax telephone line. The Employer will provide the BMTC at the Bangor site; three telephone lines, three telephones connected to these lines and one fax telephone line.

e. The BMTC recognizes the Employer's right to periodically audit the equipment and to remove any software or hardware not installed and/or authorized by the Employer. The BMTC acknowledges the Employer's right to enforce the security of its electronic networks and to monitor the use of its equipment and networks to ensure its use is appropriate and limited to official government business.

ARTICLE 7

HOURS OF WORK

0701. Policy.

The Administrative workweek is the calendar week 0000 hours Sunday through 2400 hours Saturday. The Employer has determined that the basic work week consist of five workdays, on each of which the Employee is scheduled to work an eight hour shift. The standard basic work week will be scheduled over Monday through Friday (Monday through Saturday for graveyard shift personnel) in accordance with 5 CFR Section 610.121. The Employer has the right to establish non-standard shifts and workweeks for:

a. Work scheduled to accomplish the mission of the Activity;

b. Work scheduled to correspond with actual work requirements.

Employees will be provided one week notice of a change in their normal assignments shift. When an emergent change is determined with less than a week of advance notice, the employee will be provided as much advance notice as the circumstance permits.

0702. Standard Work Week and Standard Shift Hours.

The following schedule is the standard schedule to be followed by bargaining unit Employees unless they are specifically authorized to use a non-standard work schedule identified in Section 0703.

It is agreed that for Safety, Ergonomic and Environmental concerns, reasonable rest periods of short duration are beneficial to the Employee's health and welfare. Supervisors and Employees shall act responsibly to assure the number and lengths of breaks are reasonable in view of the workload and other workplace considerations.

Bremerton Site Shifts	Days	Activity	Hours
1 st or Day	Monday through Friday	Work	0720 (7:20am) to 1120 (11:20am)
		Lunch	1120 (11:20am) to 1202 (12:02pm)
		Work	1202 (12:02pm) to 1602 (4:02pm)
2 nd or Swing	Monday through Friday	Work	1530 (3:30pm) to 1930 (7:30pm)
		Lunch	1930 (7:30pm) to 2000 (8:00pm)
		Work	2000 (8:00pm) to 0000 (12:00am)
3 rd or Grave	Monday through Saturday	Work	2330 (11:30pm) to 0330 (3:30am)
		Lunch	0330 (3:30am) to 0400 (4:00am)
		Work	0400 (4:00am) to 0800 (8:00am)

Bangor Site Shifts	Days	Activity	Hours
1 st or Day	Monday through Friday	Work	0630 (6:30 am) to 1030 (10:30 am)
		Lunch *	1030 (10:30 am) to 1100 (11:00 am)
		Work	1100 (11:00am) to 1500 (3:00 pm)
2 nd or Swing	Monday through Friday	Work	1430 (2:30 pm) to 1830 (6:30 pm)
		Lunch	1830 (6:30 pm) to 1900 (7:00 pm)
		Work	1900 (7:00 pm) to 2300 (11:00 pm)
3 rd or Grave	Monday	Work	2230 (10:30

	through Saturday		pm) to 0230 (2:30 am)
		Lunch	0230 (2:30 am) to 0300 (3:00 am)
		Work	0300 (3:00 am) to 0700 (7:00 am)

*Note: Supervisors may authorize an alternate lunch schedule based on cafeteria availability.

0703. Non-Standard Work Schedules and Extended Shifts.

a. **Non-Standard Work Schedules.** Assignments to non-standard workweek/shifts will be made using the same procedure as assignments to back shifts (see Section 0706). Consideration will be given to those Employees adversely impacted by assignment to a non-standard workweek/shift. The Employer recognizes its obligation imposed by the Act and Article 38, when exercising its rights under 5 USC 7106 and 5 CFR section 610.

b. **Extended Shifts.** When it is determined that extended shift overtime is required to support on-station Shipyard work, the following ten-hour or twelve-hour work schedules will normally be used. This ensures that the required project, shop and support code personnel are scheduled for the same hours of work. When assigning personnel between shifts, care must be exercised to ensure that loss of a workday does not occur.

(1) **Ten-hour Extended Work Schedules.** Day shift will normally work two hours overtime prior to the start of their regular shift. Swing and Graveyard shifts will normally work two hours overtime at the end of their regular shift.

(2) **Twelve-hour Extended Work Schedules.** Twelve hour shifts will normally be established as 0600 (6:00 am) to 1830 (6:30 pm) and 1800 (6:00 pm) to 0630 (6:30 am). These shifts will include a thirty minute non paid lunch. Current Federal Wage System (FWS) swing and graveyard shift Employees assigned to the 1800 (6:00 pm) to 0630 (6:30 am) shift will maintain their currently assigned shift differential.

(3) **Weekend Overtime.** The extended shift work hours will normally apply to any weekend overtime required.

(4) **Exceptions.** Exceptions to these shift hours may be made when required to support certain work evolutions or to meet externally controlled schedules. These extended shift hours do not apply when individual Employees are required to report early or stay late for a specific job requirement.

0704. Muster and Shift Turnover.

a. **Muster.** Each Employee is required to be at the assigned job site or designated muster point, as directed by the supervisor, ready for work at the commencement of the shift. A muster point is defined as the place where the Employee is directed to be by the supervisor at the start or end of the work shift to receive assignment(s), report attendance, etc.

b. **Shift Turnover.** Employees will not be required to perform production work or report for specific instructions that are in connection with their work assignment prior to the start of their shift without compensation. The movement of toolboxes and equipment are considered a duty assignment.

c. **Pre-shift/Post-shift Activity.** If a pre-shift/post-shift activity is considered work and involves a substantial amount of time and effort, the time spent is subject to pay in accordance with regulations.

0705. Qualifications.

The term "qualifications", pertinent to job/travel assignments has been determined by the Employer to include such items as: Training, experience, job knowledge, certification(s), and job related individual characteristics such as judgment and reliability.

0706. Assignment to Backshifts (Swing or Grave).

Assignments to backshifts will be made as fairly and equitably as practical while ensuring the mission requirements of the Activity are met. In addition, it is agreed that the Employer will determine the trades, numbers of employees, grade levels, qualifications, when assigning unit employees to backshifts. Selections from among employees meeting the assignment requirements will be made in accordance with the following:

a. **Volunteers.** When vacancies occur on backshifts, qualified volunteers will be given first consideration for the assignment. If the number of qualified volunteers exceeds the

number of vacancies, seniority will be used in selecting volunteers. Seniority will be determined by use of the seniority listing, unadjusted for performance ratings. The Employer will start with the most senior qualified volunteer, and will rotate through the seniority listing in offering shift assignments. Once a volunteer receives an assignment, they will not be eligible for consideration until a full rotation of the volunteers on the seniority listing has occurred.

(1) **Identification of Volunteers.** Shops and codes may maintain ongoing volunteer lists (Swing or Grave). Where lists are maintained, Employees are responsible for notifying the Resource Office or applicable supervisor of their desire to be included on (or removed from) the volunteer list. Volunteer lists will be updated quarterly. Shops and codes may also solicit among qualified Employees for volunteers when assignments arise.

b. **Non-volunteers.** If an insufficient number of volunteers are available for the backshift assignment, the Employer will start with the least senior qualified Employee, and will rotate through the seniority list, unadjusted for performance ratings, in inverse order. Once a non-volunteer receives an assignment, they will not be considered for a further involuntary shift assignment until a full rotation of the seniority list has occurred. Employees may be excused from an assignment if sufficient justification of a hardship is provided. In those cases, Employees will retain their position in the rotation for future consideration.

c. **Duration.** Volunteers for back shift assignments will be allowed that assignment for a minimum of one year from the date of assignment. Normally non-volunteer shift assignments will not exceed 120 days. An Employee's request for a change of assignment due to personal concerns or hardship will be given serious consideration at the time of their request. It is understood that due to workload, the duration of any back shift assignment may be altered to support the mission of the Activity.

d. **Exceptions and Limitations.** It is understood that in some circumstances, assignment to a shift may be justified without the use of seniority in order to meet the mission of the Activity due to such factors as the Employee's current or near-future assignment.

e. **Records.** The Employer shall maintain records (volunteers and non volunteers) of backshift assignments (Grave or Swing) for a minimum of two years. The BMTTC may review such records to resolve specific problems. Disclosure of records will be in accordance with Article 30 of this Agreement.

0707. Working Lunch.

It is recognized that at times it may be necessary to work Employees through all or part of their lunch period. When Employees are worked through their normal lunch period, they will be provided time equal to the scheduled lunch immediately before or after their normal lunch period. If the Supervisor is unable to provide a full lunch period, the Supervisor and the Employee(s) will discuss the options of overtime, compensatory time, or early release. Consideration will be given to the Employee(s) choice whenever possible.

0708. Clean-up Time.

Reasonable time for clean-up prior to meals and the end of the shift shall be allowed to each Employee for the control of health and the hazards present.

0709. Securing and Protecting Tools and Government Property.

a. The Employer shall allow time, as appropriate to the work situation, for protection of property and equipment as follows:

(1) When an Employee is in possession of delicate instruments, portable power tools, and other Government equipment or other tools that must be placed in safekeeping or returned at the end of each shift for checking or preventive maintenance.

(2) When an Employee is in possession of classified documents that must be returned to classified storage.

(3) When an Employee is using hazardous industrial material (as defined by the Employer in accordance with law and regulations) that must be properly stored.

0710. Automated Access Control System.

The following guidelines apply to the Employer's operation of the Automated Access Control System (AACS) or "turnstiles".

a. When official requests are made for AACS data on bargaining unit Employees for administrative purposes, copies of those requests will be forwarded to the affected employee and the BMTC. This does not apply to requests for AACS made under the provisions of the Freedom of Information Act, Privacy Act, or those initiated by the Security Offices, criminal investigators, Internal Review Office, or Legal Office. At such point that any related criminal investigation is completed or the decision is made to handle a matter through administrative action, the Employee and the BMTC shall be notified of the request for the information.

b. The BMTC acknowledges that the determination as to who shall be granted access into controlled spaces is exclusively that of the Employer.

c. The Employer agrees to assure that the area around an AACS badge reader shall be properly lighted 24 hours a day and that the badge reader shall have weather protection.

d. The Employer agrees to process written Employee claims for compensation for time an Employee is retained in or kept out of areas controlled by AACS as a result of security or other drills, power outages, or inoperable AACS equipment. Such claims must be submitted in writing to an Employee's immediate supervisor or designee and shall include all pertinent facts. The Employer will provide approval or disapproval within two working days. Disapproval may be grieved through the Negotiated Grievance Procedure. Employees whose access is blocked by inoperable equipment are expected to make other reasonable efforts to gain proper entry to their work area, using methods such as contacting nearby security personnel or contacting their supervisor.

e. The BMTC will be notified of any addition or deletions of AACS stations.

0711. Changes to Tours of Duty, Night Pay, and Shift Differential.

a. When the Employer knows in advance at the beginning of an administrative workweek (see 0701) that the specific days and/or hours of a day actually required of an Employee in that administrative workweek will differ from those of their current administrative workweek, the Employer will reschedule the Employee's regular scheduled administrative workweek to correspond to those specific days and hours at least one week in

advance of the new administrative workweek. When such changes are made, the Employer will officially notify the Employee of the change and make a record of the change in the timekeeping system.

b. Federal Wage System (FWS) Employees who are officially assigned to a tour of duty, per 5 CFR 532.505, that qualifies them for night shift differential will continue to receive that differential until their administrative workweek is properly changed. A FWS Employee regularly assigned to a night shift shall continue to receive their regular night shift differential during a temporary assignment to the day shift or to another night shift with a lower differential for periods of two weeks or less.

FWS Employees who are assigned to a tour of duty qualifying for night shift differential, will continue to receive the night shift differential even though they may be temporarily working day shift hours under the following circumstances:

(1) They are attending training; or,

(2) They are in official travel status to or from a TDY site at which they will be working a tour of duty qualifying for night shift differential; or,

(3) They are on approved leave with pay; or,

(4) No official change has been made to their administrative workweek.

c. General Schedule (GS) Employees are entitled to receive night differential (in accordance with 5 CFR 550.121) for regularly scheduled work performed between the hours of 1800 and 0600. GS Employees who normally work hours qualifying for night pay differential, but who are temporarily assigned to work hours that do not include performance of work between 1800 and 0600, may not receive night shift differential. GS Employees whose tour of duty regularly includes hours between 1800 and 0600 will be paid night pay differential for the hours they normally perform work during the differential period:

(1) When they are excused from night work on a holiday or other non-work day falling during their regularly scheduled administrative workweek and tour of duty; or,

(2) While the Employee is on leave, when the total amount of that leave during that pay period is less than eight hours; or,

(3) When they are in official travel status during those hours.

0712. Compressed Work Schedule (CWS).

A CWS is a fixed work schedule that enables an employee to complete the basic 80-hour biweekly work requirement in less than 10 work days. A CWS will either be a 5/4/9 (eight 9-hour days and one 8-hour day totaling 80 hours in a biweekly pay period with a regular day off (RDO) or a 4/10 (four consecutive 10 hour days in each basic work week totaling 80 hours in a biweekly pay period) with a prearranged start time. The days off will be fixed for each employee. For employees on a 5/4/9 the RDO will normally be on either a Monday or a Friday. There shall be a scheduled lunch period (in six minute increments). Working lunch will be in accordance with Section 0707.

An employee may request to work a CWS through their immediate Supervisor. The immediate Supervisor may determine that a CWS is not appropriate and an explanation shall be provided to the employee. If the employee is not satisfied with the explanation then the request shall be routed to the Superintendent/Division Head. The decision to approve/disapprove the request will be made by the shop/code Superintendent/Division Head. The decision will be provided to the employee in writing within ten (10) working days.

If the employee request for CWS is approved then the immediate supervisor shall give an employee his/her choice of approved schedules in order of seniority. The Shop/Code Division may disallow a particular schedule if too many employees are off on the same day. Supervisors shall continuously evaluate CWS for any substantial disruption and/or additional costs incurred.

Should the Shop Trade Superintendent/Code Division Head determine that the mission is being substantially disrupted and/or the employer is incurring an additional cost (beyond reasonable administrative costs of implementing CWS) the Shop/Code Division shall terminate CWS for the effected shop/code, or portion thereof. "Substantially disrupted" and "additional cost" are defined as interfering with the

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accomplishment of the mission including hindrance to work scheduling, additional overtime costs due to CWS, delay in work being accomplished as scheduled, difficulty scheduling leave/compensatory time due to CWS schedules, situations which prevent management from selecting employees for work crews and assignments due to CWS, and employees being reassigned from other projects in order to cover employees on CWS. The Parties agree that employees may be moved to a standard shift as workload requires.

When an employee's work schedule is changed, or the employee is assigned to another shift, the supervisor shall provide at least one week advance notice and to effect such change for a minimum of two full weeks. When an emergent change is determined with less than a weeks' notice, the employee will be provided as much advance notice as the circumstance permits.

CWS will not be used to circumvent overtime.

ARTICLE 8

OVERTIME

0801. Policy.

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

a. In order to effectively and efficiently accomplish the tasks of the Activity, the Employer shall determine the numbers, grade levels, and qualifications required to meet its overtime requirements, and identify the Employees who meet those requirements.

b. In the interest of equitable distribution, Employee morale, job continuity, and economy of operations, when making overtime assignments, first selection may be made from those Employees currently assigned to the crew, then project, then the applicable shop volunteer overtime list. Under this article, equitable shall be defined as each Employee having the same opportunity to have worked the overtime and then distributed among the Employees in question. Work assignments will be made, to the extent practicable, toward the fair and equitable distribution of overtime. It is the intention of both parties that non-selection shall be a rare occurrence and must be substantiated and communicated to the Employee upon request. It is the intent of the parties to reduce such imbalances to the extent practicable consistent with the provisions of this Article.

c. Upon request, an Employee may be relieved from an overtime assignment provided that another Employee with the desired qualifications is available and willing to work. In general, Employees will not be required to work more than 13 consecutive days. In some cases work may have to be assigned beyond this limit. An Employee may request to work beyond 13 consecutive days. The Employer will respond to the request taking into consideration the safety of our workforce which is of paramount concern in the assignment of work and overtime. To this end extended periods of work with no break in consecutive day performance should be avoided.

The Employer reserves the right to require Employees to report for overtime work, but will attempt to accommodate an Employee's request for relief of the overtime assignment for observance of

their religious faith in accordance with 5 CFR 550.1002(b) to the extent it does not interfere with the efficient accomplishment of the agency's mission.

0802. Employee Notification.

The Employer will notify the Employee of the overtime assignment at the start of the shift on the day prior to the scheduled overtime. However, in some rare cases (late approval, emergent work) shorter notice may be required. In these cases, the Employer agrees to notify the Employee as soon as possible. The Employer will give strong consideration to the Employee's personal circumstances in relieving the Employee of the overtime assignment.

0803. Employee Absence on an Overtime Day.

When an illness or an emergency necessitates an Employee's absence from scheduled overtime, the Employee shall notify their assigned supervisor or other designated personnel prior to the start of the scheduled shift or as soon thereafter as possible. Upon return to work, the Employer may require an Employee to provide justification for the absence.

0804. Extended Shift.

When an Employee is scheduled to work an extended shift, the provisions of section 0704, 0707, and 0708 apply. If an Employee is working an extended shift of more than eight hours a day the Employer agrees, upon request, to have a discussion with the Employee prior to assigning such work for more than six consecutive days. The BMTC recognizes there may be unique circumstances when a discussion may be precluded under the provisions of 5 CFR 610.121. When Employees are assigned to extended shifts, the Employer will consider an Employee's request for a non-paid 30 minute lunch break at the end of the first eight hours, and may assist the Employee in making appropriate arrangements for food to be available at the Employee's expense. The Employer will give careful consideration to any reasons the Employee might offer for being relieved from the assignment. Upon request, Transportation Incentive Program (TIP) participants will receive an application for an extended shift parking pass from their supervisor.

0805. Minimum Overtime.

The Employer agrees to make a reasonable effort to provide at least four hours of work to an Employee who is required to perform irregular or occasional work on an overtime basis on a nonscheduled workday. When the services of the Employee are not required for this period of time, the Employee will be paid a minimum of three hours overtime pay.

0806. Call Back Overtime.

In instances where management must call the Employee back to work after their regularly scheduled work hours, the following "call back" provisions will apply:

a. Call-back hours in addition to Employee's regular scheduled hours will be paid as overtime.

b. An Employee will not be placed in a leave without pay status during their basic workweek solely to avoid payment of overtime for the "call-back".

c. An Employee may request to be placed in an annual leave status for all or any portion of the regular shift.

d. An Employee may request to have their shift hours changed for the following shift.

0807. Relationship to Leave.

An Employee's approved absences during the basic workweek shall not be considered in determining which Employee will be selected for an overtime assignment.

0808. Records.

The Employer agrees to maintain overtime records which will reflect:

- a. Days the Employee worked overtime;
- b. Days the Employee was provided the opportunity to work overtime; and
- c. Days the Employee failed to report for overtime.

Such records shall be made available to a BMTC Steward to that extent necessary for the purpose of resolving an Employee's complaint alleging inequities in overtime. Such requests by a BMTC Steward must specifically identify the Employee(s) involved.

ARTICLE 9

HOLIDAY WORK

0901. Policy.

Insofar as possible and in keeping with the Employer's need for holiday work, assignment to holiday work shall be made by following the procedures specified in Article 8, Sections 0801 and 0802. It is also the Employer's policy that the occurrence of a holiday, prescribed by Federal Law or Executive Order, may not affect the designation of the basic workweek.

0902. Holidays.

The following are legal public holidays and will be observed as noted:

- a. New Year's Day, January 1
- b. Martin Luther King Day, the third Monday in January
- c. President's Day, the third Monday in February
- d. Memorial Day, the last Monday in May
- e. Independence Day, July 4
- f. Labor Day, the first Monday in September
- g. Columbus Day, the second Monday in October
- h. Veterans Day, November 11
- i. Thanksgiving, the fourth Thursday in November
- j. Christmas Day, December 25

0903. Christmas Curtailment.

The parties hereby recognize and acknowledge that:

- a. In exercising its right under the law to curtail work, the Employer may choose to curtail work operations and close for the Christmas Holiday period.

b. In this document, the parties express their Agreement regarding the procedures and arrangement for the bargaining unit Employees who are affected by the shutdown of operations.

c. Despite the curtailment of operations, Employees whose services are necessary to protect and maintain facilities, or who are required to perform certain critical operations shall be required to work during the period of the curtailment. The Employer shall limit the number of persons identified for such purposes to only those necessary to accomplish such tasks.

Agreement

The parties therefore agree to the following:

1. The Employer will endeavor to notify the BMTC of the Christmas Curtailment by 1 April. This advance notice will allow Employees to plan leave schedules. If the necessity for curtailment is determined after 1 April, the Employer will allow Employees to adjust their planned leave schedules to accommodate the curtailment period.
2. The Employer shall generally curtail all work operations at the end of swing shift. Operations shall generally resume at the beginning of the day shift.
3. Employees shall be charged annual leave for the Christmas curtailment period, unless the Employee submits an Application for Leave (OPM 71) for comp time or Leave Without Pay (LWOP) during the curtailment to preserve annual leave for other planned leave/vacations. Employees may not use compensatory time or LWOP for the curtailment if it results in the forfeiture of annual leave (Use-or-Lose). Requests for leave should be submitted in accordance with the time frame established by the Employer's published Notice.
4. The Employer shall provide the BMTC a list of functions or jobs that require Employees to work during the curtailment no later than 10 work days before the start of the curtailment. Any changes to the initial notification shall be provided to the BMTC no later than the start of the curtailment.
5. Any Employees volunteering to work the curtailment must notify their first line supervisor in writing (i.e. volunteer roster) at least 10 workdays prior to the curtailment. The first line supervisor shall make a reasonable attempt to first assign work to Employees who volunteer. Added consideration

should be given to volunteers who, through no fault of their own have insufficient leave to cover the curtailment period, i.e., new Employee, medical or other family emergency, etc. It is recognized that these Employees may not be working in their normal work areas or performing their normal job duties.

6. For non-volunteers, the Employer shall notify all Employees who are required to work the curtailment at the earliest possible date. The Employer shall ensure that Employees have a minimum of seven workdays advance written notice, unless the Employer determines the Activity would be seriously handicapped in carrying out its functions or face substantially increased cost. In emergent/unforeseen situations, the Employer shall provide a verbal notification to the Employee.

7. In the event that an Employee is called in to work for all or part of the period of the Christmas holiday curtailment, that Employee shall be allowed to carry over annual leave above the 240 hour limit, equal to the number of hours required to work. In that event, Employee's supervisor shall notify their administrative officer on or before the 3rd Friday in January.

8. Employees who do not want to work during the curtailment period, and who, through no fault of their own have insufficient leave to cover the curtailment period, (i.e., new Employee, medical or other family emergency, etc.), may request additional work to earn compensatory time for the curtailment period. The Employer shall make a reasonable attempt to find available work for these Employees. In order to receive full consideration for compensatory time, Employees should notify the first level supervisor of the request to earn compensatory time, as soon as possible. The Employer shall advise Employees whether or not their request will be accommodated as soon as possible. It is recognized that these Employees may not be working in their normal work areas or performing their normal job duties.

9. The Employer shall assure that sufficient emergency personnel (medical, fire, police, etc.) are provided to adequately support the Employees required to work during the curtailment period.

10. If an Employee working during the curtailment reasonably believes that an examination (i.e. meeting or investigation) may result in disciplinary action, the Employee may request BMTC representation. A BMTC callback list shall be included in the Shipyard curtailment call back list.

11. The Employer shall work with Naval Base Kitsap to make available parking for Employees who are required to work during the curtailment period. Parking shall be available on a first come first served basis. Information relating to the use of parking availability, a gate plan, bus or taxi availability, shall be addressed in separate instructions to be issued by the Employer no later than 10 workdays prior to curtailment.

12. Employees assigned to temporary (TDY) sites, which plan a Christmas curtailment of more than two workdays, may request to be returned home for the period of curtailment unless they are required for work. Employees on TDY at designated curtailment sites that are not required for work, and who intend to remain at the TDY site for the period of curtailment, may not receive per diem (meals and incidental expense) or car rental reimbursement for the period of the curtailment (Joint Travel Regulations, part C4563). Employees occupying contract housing that is leased by PSNS & IMF shall not have their housing affected by the lack of per diem during the curtailment period. If Employees personal belongings need to be moved prior to the curtailment period, Employees shall be notified 10 workdays in advance and given official time to move to another housing unit provided by the Employer. Employees occupying PSNS & IMF contract housing who are traveling home during the shut down from TDY locations shall not have their personal belongings moved out of their rooms during their absence.

13. The Employer acknowledges that Employees are eligible to earn up to 160 hours of comp time in lieu of overtime per 12-month period. The Employer agrees that individual shops/codes will not limit Employee's eligibility to earn up to 160 hours of comp time.

14. Nothing contained in this Article shall preclude or deny the BMTTC from exercising its rights.

ARTICLE 10

ENVIRONMENTAL DIFFERENTIALS

1001. Policy.

The Activity has as one of its continuing objectives the elimination or reduction to the lowest possible level of all hazards, physical hardships and working conditions of an unusually severe nature. When Activity action does not overcome the unusually severe nature of the hazard, physical hardship or working condition, an environmental differential shall be paid to the Employees exposed to such situations. Even though an environmental differential is authorized, continuous positive action must be taken to eliminate danger and risk, which contribute to or cause the hazard, physical hardship or working condition of an unusually severe nature. Authorization to pay an environmental differential is not an approval of work practices, which circumvent safety rules and regulations.

1002. General Conditions for Environmental Differential.

Pay for environmental differential is authorized:

a. for exposure to an unusually severe hazard which could result in significant injury, illness, or death, such as on a high structure when the hazard is not adequately alleviated by mechanical equipment or protective devices being used or on an open structure when adverse conditions such as darkness, lightning, steady rain, snow, sleet, ice or high wind velocity exist;

b. for exposure to an unusually severe physical hardship under circumstances which cause physical discomfort or distress not adequately alleviated by mechanical equipment or protective devices being used;

c. for exposure to an unusually severe working condition under circumstances involving exposure to fumes, dust, or noise which causes significant distress or discomfort in the form of nausea, or skin, eye, ear, or nose irritation or conditions which cause abnormal soil of body and clothing, etc., and where the distress or discomfort is not adequately alleviated by mechanical equipment or protective devices being used. Such exposures, which are unusual to a rating are not taken into consideration in the job grading process, and additional pay for

exposures to those unusual conditions is provided through environmental differentials.

1003. Employee Payment Schedule.

Federal Wage System Employees shall be paid environmental differentials, when warranted, in accordance with Appendix A to 5 CFR 532, Subpart E, hereinafter referred to as "Appendix A". It is understood that the work categories set forth in Appendix A are not all-inclusive. Absence of a specific work category shall not preclude payment of a new environmental differential, provided that the basic Office of Personnel Management requirements are satisfied.

1004. Notification To/By Employee.

Immediate supervisors shall notify Employees promptly when environmental pay is authorized in accordance with the categories of Environmental Differentials defined in Appendix A. If at any time during a job assignment an Employee believes that additional pay is warranted, the Employee shall call the matter to the attention of the immediate supervisor who shall advise the Employee if additional pay may be allowed. Any complaint regarding environmental pay not promptly resolved by discussion between the Employer and the affected Employee may be handled under the Negotiated Grievance Procedure.

1005. Multiple Exposure and Back-Shift Payment.

Members of the Unit subjected to more than one hazard, hardship, or condition as listed in Appendix A at the same time, shall be paid for that exposure which results in the highest environmental differentials, but shall not be paid more than one differential for these same hours of work. Employees performing work on second and third shifts shall receive applicable shift differential pay in addition to any environmental differential pay, which is authorized.

1006. Overtime Differential Payment.

When an environmental differential is paid on the basis of all hours in a pay status, members of the unit shall also be paid the differential during a period of overtime that occurs on the same day. The overtime pay shall be one and one-half times the basic hourly rate, including the environmental differential. When members of the unit are paid an environmental differential on an actual exposure basis, they shall be paid that

differential at the overtime rate only if the exposure for which the differential is authorized occurs during the overtime period.

1007. Application to Other Pay and Benefits.

Environmental differential is included as part of the Employee's basic rate of pay and shall be used to compute premium pay such as overtime and holiday work or the amount from which retirement deductions are made or on which group life insurance is based. Environmental differentials are not included in lump sum annual leave payments or in computing severance pay. Environmental differentials are stated in percentage amounts and are authorized for the categories of exposure as described in Appendix A. The amount of the environmental differential which is payable is determined by multiplying the percentage rate authorized for the described exposure by the second step for Grade WG-10 on the current regular non-supervisory wage schedule for the area, counting one-half cent and over as a full cent. The resulting cents-an-hour amount is paid uniformly to each wage Employee in the unit who qualifies for the authorized environmental differential, regardless of the grade level of the wage Employee or the Federal Wage Survey wage schedule on which the Employee is paid.

1008. Application of Differential Pay Categories.

The categories of environmental differentials listed in the appendix are broad guidelines only. Work conditions applicable to General Schedule (GS) Employees are contained in PSNS&IMFINST 12531.4B. Work conditions applicable to Federal Wage System (FWS) Employees are contained in PSNS&IMFINST 12532.4A. Both instructions shall be posted on all official bulletin boards. Applications of approved environmental categories within the Activity are matters appropriate for discussion between the Employer and BMTC as the need for change arises in accordance with the provisions of Article 38. When a new work condition develops which is not covered by the authorized categories of differentials in the appendix, but is considered by either the Employer or the BMTC to warrant an environmental differential, a differential may not be paid, however, action may be promptly initiated by either party via appropriate channels to the Office of Personnel Management for consideration. Once it is determined that the differential is covered under authorized categories of the environmental schedule, retroactive pay shall be made from the effective date specified by the Office of

Personnel Management to cover such differential, if an Employee has been previously exposed.

1009. Back Pay Adjustment.

If an Employee is restored to former entitlement for environmental differential pay as a result of an Employee's acknowledgment that the Employer's action in terminating the Employee's environmental pay was improper, the restoration of pay shall be made retroactively effective to the date of the improper action in accordance with Title V, Section 5596 (Back Pay Act), as long as the provisions of that Act are met.

1010. Payment on Actual Hours Basis.

a. When an Employee is entitled to an environmental differential, which is paid on an actual exposure basis, the Employee shall be paid a minimum of one hour's differential pay for the exposure. For exposure beyond one hour, the Employee shall be paid in increments of one-quarter hours for each 15 minutes and portion thereof in excess of 15 minutes.

b. When an Employee is exposed at intermittent times during a day to a hazard, physical hardship, or working condition for which the environmental differential is paid on an actual exposure basis, each exposure is considered separately and the amount of time exposed is not added together before payment is made for exposure beyond one hour's duration, except that pay for the environmental differential may not exceed the number of hours of active duty by the Employee on the day of exposure.

1011. Payment on an All Hours Basis.

When an Employee is exposed to a situation for which an environmental differential is authorized on the basis of hours in a pay status, that differential shall also be paid during any period of absence on paid leave on the day on which the exposure occurs.

1012. Information on Pay Categories.

Appendix II lists those environmental categories, contained in Appendix A, which may be encountered at the Activity. Appendix III is a summary of other categories listed in Appendix A which are not expected to be encountered at the Activity, but would apply where warranted.

1013. Information for General Schedule Employees.

Environmental differentials for General Schedule (GS) Employees shall be paid in accordance with 5 CFR 550 Subpart I Appendix A. A partial listing of payable circumstances and amounts is contained in Appendix IV of this agreement.

ARTICLE 11

TRAVEL

1101. Policy.

Travel and off-station temporary duty (hereinafter referred to as TDY) assignments are conditions of employment. Employees who are sent on travel or TDY are required to be responsible in incurring expenses. Reimbursement of per diem and travel expenses will be at rates consistent with the provisions of the Joint Travel Regulations (JTR), Volume II.

1102. Selection and Assignment to TDY.

TDY assignments shall be made as fairly and equitably as practical while ensuring the mission requirements of the Activity are met. It is agreed that the Employer shall determine the trades, numbers of Employees, grade levels, qualifications, (pursuant to Article 7) when assigning unit Employees to TDY. Selections from among Employees meeting the assignment requirements shall be made on a rotational basis of the seniority listing. The seniority listing will be reset every eighteen months.

a. Volunteers. When a need for a TDY assignment occurs, management shall inform all Employees of upcoming TDY assignments, the duration, location, and job requirements. Qualified volunteers will be given first consideration for the assignment. If the number of qualified volunteers exceeds the number of vacancies, seniority shall be used in selecting volunteers. Seniority shall be determined by use of the seniority listing (in accordance with Article 3). The Employer shall start with the most senior qualified volunteer, and shall rotate through the seniority listing in offering TDY assignments. Once a volunteer receives an assignment, they shall not be eligible for consideration until a full rotation of the volunteers on the seniority listing has occurred.

b. Identification of Volunteers. Shops and codes are encouraged to maintain ongoing volunteer lists. Where lists are maintained, Employees are responsible for notifying the Resource Office or applicable supervisor of their desire to be included on (or removed from) the volunteer list. Volunteer lists shall be updated quarterly. Shops and codes shall solicit among qualified Employees for volunteers when assignments arise.

c. Non-volunteers. If an insufficient number of volunteers are available for the TDY assignment, the Employer shall start with the least senior qualified Employee, and shall rotate through the seniority listing (in accordance with Article 3), in inverse order, in making the TDY assignments. Once a non-volunteer receives an assignment, or a volunteer has performed an assignment, they shall not be considered for a further involuntary TDY assignment until a full rotation of the seniority listing has occurred. Employees may be excused from an assignment if sufficient justification of a hardship is provided. In those cases, Employees shall retain their position in the rotation for future consideration.

It is understood that for emergent work or short notice mission essential work, TDY assignments may be justified without the use of seniority in order to meet the mission of the Activity.

In addition, it may be necessary in some cases to pass over volunteers or non-volunteers who are otherwise eligible for the assignment due to such factors as the Employees' current or near-future critical, scheduled job assignment.

d. Assignment. Once a unit Employee arrives at the TDY station, the Employee will remain there until the work is finished or relieved from duty. However, Employees shall be relieved from duty if mitigating circumstances require the employee to request return to the Activity due to unforeseen emergencies, illness, or exigencies affecting the Employee. Once the emergency is resolved, the Employee may be required to return to complete the TDY assignment.

e. Records. The Employer shall maintain records of TDY assignments for a minimum of two years. The BMTC may review such records to resolve specific problems.

1103. Notification and Pre-Trip Brief.

a. Unit Employees proposed for TDY off-station shall be informally alerted as soon as possible that travel may be necessary. During this discussion, the Employee shall be given as much information that is available concerning the TDY. The Employer shall have published material available for Employees reading and information. If requested, the Employer shall provide a copy of the published material to the BMTC.

b. When Employee(s) are selected for TDY, the Employee(s) shall be briefed by a representative of the Employer.

Employee(s) shall be given as much information as is known concerning the TDY including but not limited to travel and accommodation arrangements, duty hours, departure and return dates, applicable per diem rates, and whom to contact when questions arise about travel, etc. The Employer will advise Employees as soon as possible of any changes or modifications, which may raise or reduce the Employee's expense entitlements. Travelers will be apprised of the name of the BMTC Representative who is assigned. If no representative is assigned, Employees should make contact with a BMTC representative through the BMTC office.

The appropriate Chief Steward shall be notified of unit Employees scheduled for TDY. Upon notification, the BMTC representative can contact the Resource Manager and request times of scheduled travel briefs. A BMTC representative may attend the travel briefing to monitor the information given to Employees. For TDY assignment to a location not regularly visited or when significant changes occur to locations regularly visited, the BMTC shall be informed of the briefing provided.

1104. Travel Orders and Advances.

a. Travel orders shall be prepared and shall be issued in a timely manner during the normal work shift. Any off hours requirement to pick up/process travel orders will be considered work, durations of three hours or less will be considered "call back". The Employer shall make every effort to provide for any authorized advance in time for Employees to transact related business with a financial institution. The Employer recognizes the Employee(s) concern that they have sufficient time to convert the electronic advances to cash and/or travelers checks prior to departure. If the advance has not been delivered by 1200 hours on the last normal workday prior to the scheduled departure, time allowed may be granted to accomplish this transaction at a banking facility.

b. Employees who perform TDY travel will normally obtain and use a government charge card for that purpose. The Employer will assist employees in obtaining such cards and will provide information regarding how they are to be used. Employees with government charge cards can obtain cash advances for TDY travel through the use of automated teller machines (ATMs). Only authorized travel related expenses may be paid with the card. Employees are responsible for timely payment of the charge card balance. If the TDY assignment is to an area where a government charge card cannot be used or Employees do not have a government

charge card, Employees will be advanced 80% of the estimated per diem and 100% of authorized out-of-pocket expenses. The BMTC agrees to assist the Employer by encouraging Employees to properly use the government charge cards.

c. Employees shall submit their travel voucher within five working days upon completion of TDY to include justifying the expenditure of advanced funds and reimburse the Activity for funds in excess of allowed expenditures. Employees are encouraged to submit partial travel vouchers monthly, while on an extended TDY assignment. Employees are reminded to keep complete and accurate records.

d. Employees returning from TDY who are entitled to a reimbursement of funds shall receive that reimbursement within 30 calendar days of submission of their completed travel claim to the Employer. Assistance with the proper filling out of the travel voucher will be provided to Employees who request it.

1105. Time of Travel.

Employees will be compensated for travel in accordance with applicable laws, rules, and regulations. The Employer agrees that where practical and within the control of the Employer, official travel will be scheduled during periods for which Employees may be compensated.

1106. Utilization of Government Quarters.

a. The Employer agrees to attempt to provide the following minimum living conditions for Employees who are required to stay in Government quarters on TDY. For never before used government quarters a preliminary inspection of the facilities will be conducted by a BMTC representative and a management representative at least five work days prior to the arrival of the employees. Any discrepancies shall be presented to the commanding officer or designee for resolution. Final authority to determine adequacy and availability of quarters rests with the Commanding Officer (or designated representative) of the activity at which the quarters are located. However, if upon arrival the government quarters are determined to not meet the adequacy standards, the Employer (PSNS & IMF), shall take whatever action necessary to provide adequate quarters for the Employees.

(1) All quarters shall be clean and in good condition with bathroom facilities located in or near the room.

(2) There shall be a telephone available, in working condition, for the Employees' use within or near the room in which they reside.

(3) Quarters shall be reasonably free from noise and disturbance in order to allow adequate sleep and rest by the Employees.

(4) Quarters shall have reasonable heating and ventilation.

(5) Adequate eating and shopping facilities shall be available within a reasonable distance from the quarters.

1107. Rest Prior to Work.

Where practical and within the control of the Employer, the Employer agrees to schedule TDY so that when Employees travel outside their regularly scheduled work-shift, there shall be an interval of not less than eight hours between check in at their TDY lodging and the beginning of the first work-shift.

1108. BMTC Representatives.

The BMTC retains the right to designate an Employee from the group to act as a steward for those Employees on the TDY assignment. The BMTC President will provide written notice of the name of the BMTC Representative or designated representative to the Employer, Code 1110.

1109. General Provision.

The terms and provisions of this Agreement shall apply to all unit Employees assigned to TDY duty stations. Complaints or grievances concerning the provisions of this Article shall be processed under the terms outlined under the Grievance Procedure of this Agreement. Grievances regarding matters, which occur while on TDY must be submitted in accordance with the time frames specified in Article 30 upon return from TDY assignment.

ARTICLE 12

DUTY ABOARD VESSELS UNDERWAY

1201. Policy.

An Employee is considered to be in a regular work status when assigned to duty aboard vessels underway, except as provided in Section 1204. The Employee will be compensated at the basic and overtime rates for the actual work performed. The Employee's hours at work will be adjusted to ensure the Employee's eating, sleeping and non-work periods will be compatible with the ship's routine and mission requirements.

1202. Additional Compensation.

An Employee shall be paid for overtime, holiday work, shift differentials and environmental pay differentials, such as duty aboard a submerged vessel, in accordance with applicable regulations.

1203. Travel Orders.

An Employee assigned to duty aboard a vessel underway is in a travel status and will be issued temporary travel orders. The Employee will be entitled to reimbursement for actual cost of meals and the per diem rate prescribed by Joint Travel Regulations for duty aboard a Government ship. The travel orders will contain a statement specifying if the Employee is ordered to standby duty.

1204. Standby Duty Status.

An Employee may be ordered to standby duty status thus holding in a position of readiness while aboard ship to perform work when the need arises or when called. Selection will be based upon qualifications, experience, and seniority. When so ordered by the senior sea trial manager, the Employee's orders will be amended to reflect the change to standby status and the Employee will be paid for 16 hours of the 24 hours, commonly known as the two-thirds rule. The Employee so ordered to standby status will receive written documentation signed by the sea trials senior manager prior to the change of status. If the Employee works in excess of 16 hours, the Employee will be paid for all hours of work performed during that 24 hour period.

1205. Accommodations.

Prior to an overnight sea trial trip or other trips in which Employees are required to be on board the ship overnight, the Employer shall ensure that suitable accommodations are provided for all civilian Employees. To this end representative(s) from both management and the BMTC shall preview quarters and establish suitability and agree upon arrangements with a ship's representative. The preview and agreement on quarters shall normally occur at least 72 hours prior to sea trial. Employees shall be informed at the pre sea trial brief as to the nature of the eating/sleeping arrangements that have been made prior to embarking.

1206. Assignment to Sea Trials.

The Employer shall determine the numbers and qualifications required for sea trials. Employees assigned to sea trials will first be selected from the volunteer list (shop wide) with consideration given to experience and trouble shooting on specialized equipment or systems and the principle of seniority. The selection process will be the same as in Article 1102 (selection and assignment to TDY). An Employee may be relieved from a sea trial trip assignment provided another qualified Employee volunteers for the assignment. All sea trial riders must pass medical qualifications as specified by the vessel commander.

1207. Sea Trial Safety Orientation.

The Employer will assure, prior to departure for a sea trial trip, that lifesaving equipment is available for all Employees. Employees will be given appropriate instructions concerning fire, collision, and abandon ship procedures.

1208. Records.

The Employer (Code 1110) will advise the BMTC of anticipated sea trial trips as early as practical. The Employer will make the sea trial lists of Employees available for BMTC review three working days prior to departure.

ARTICLE 13

ANNUAL LEAVE

1301. Policy.

This Article will establish procedures Employees will follow in making request for annual leave and that supervisors shall follow in acting upon the Employees' requests. Employees may request annual leave for vacation, personal, emergency purposes, or in lieu of sick leave.

Annual leave is a vested right to be used by the Employee; however, the scheduling and approval of annual leave is subject to workload and manpower requirements. The Employer recognizes an Employee may have an emergency requiring the Employee's absence from work. Except for emergencies an Employee will make arrangements for annual leave in advance of the Employee(s) need. Every Employee is responsible for maintaining regular attendance and for ensuring that the Employer is kept informed of any absence from scheduled work. Annual leave in lieu of sick leave will be administered within the same rules of sick leave usage.

1302. Request for Vacation.

a. Employees will schedule their vacation plans with their supervisor.

b. Employees may submit their requests for annual leave for vacation purposes at any time during the calendar year. The Employer agrees to schedule one period of leave for prime vacation purposes providing the leave is available, and the Employee requests the leave prior to 15 April of each year. Requests for vacations submitted prior to 15 April will be given priority consideration. In situations where Employees have requested the same date(s) for annual leave, approval will normally be determined by the earliest submitted request (Form OPM 71).

c. To schedule leave for vacation an Employee will submit an OPM 71 to the immediate supervisor. The application shall indicate PRIME VACATION in the space provided for remarks.

1303. Request for Other Annual Leave.

a. It is of mutual benefit that Employees may inquire about workload and availability of annual leave for planning purposes. If the Employee informally asks for annual leave, the immediate supervisor will respond informally.

b. When the Employee requests a response to the leave application, the immediate supervisor will notify the Employee within 48 hours of the status. If disapproved, the supervisor will return the disapproved application to the Employee with the reason for denial entered on the application.

1304. Reporting Unexpected Absence Due to Emergency.

Annual leave for an emergency (a sudden or unforeseen situation that requires immediate action) will normally be approved. The Employer may request an explanation/justification for the emergency.

a. When an emergency necessitates an Employee's absence, which could not be approved in advance, an Employee must notify one of the following:

(1) Their immediate Supervisor;

(2) Their Shop or Code resource manager;

(3) Personnel designated by the Shop/Code or telephone recording devices;

(4) Where the Shop or Code has issued specific written instructions, Employees will follow the instructions. Any such written instruction will be consistent with the terms of this Agreement.

b. Employees should make notification prior to the start of the scheduled shift to which the Employee is assigned. If extenuating circumstances keep the Employee from serving notice, the Employee is obligated to make notification at the first practical opportunity. The Employer may carry the Employee in an absent without leave (AWOL) status pending submission of justification for the absence.

c. If an unexpected absence extends beyond one workday, the Employer must be informed of continued absence unless other arrangements are made with the immediate supervisor/Shop/Code.

d. If after reporting to work an Employee requests unplanned leave due to an emergency, the Employee will make notification prior to leaving the work place. The immediate supervisor will be notified.

e. Employees must submit a Request for Leave or Approved Absence (OPM 71) on the day they return to work.

f. The above notification shall not in itself be justification for approval or disapproval of emergency leave. Requests for unplanned annual leave will be approved if determined to be justified by the supervisor. When the Employer feels there is not justification for the absence, the supervisor will discuss those concerns with the Employee, and communicate to the Employee, what evidence might be needed to establish justification. If sufficient justification is not provided, the Employee will be allowed an additional five workdays in which to provide sufficient evidence of justification for the absence. If the leave is disapproved, a copy of the original leave application will be returned to the Employee, with the reason for denial. Upon receipt of the application the Employee has the right to appeal the decision within 15 working days under the Negotiated Grievance Procedure.

g. In the event of serious illness or a death in the immediate family (parents, sister, brother, spouse, child, in-laws, grand parents, etc.), an Employee shall be authorized leave, if requested.

1305. Family and Medical Leave Act (FMLA).

It is understood that most Employees have an entitlement to up to a total of 12 administrative workweeks of leave during any 12-month period, in accordance with 5 CFR Part 630. Article 14 summarizes the FMLA rights.

1306. Advanced Annual Leave.

Annual leave may be advanced to Employees up to the amount that would be earned during the balance of the current leave year. Advanced Annual Leave can be used for personal reasons (excluding vacation), emergency purposes, or in lieu of sick leave. Employees shall submit Standard Form OPM 71.

1307. Leave Transfer Program.

The Activity will administer the leave transfer program in accordance with public law and Navy Policy. Employees may transfer earned annual leave in increments of 1 or more hours to other employees with a personal or family medical emergency which is expected to last at least 24 hours without available paid leave. Leave donors and applicants shall submit applicable forms provided by the Activity.

1308. Birthdays.

Employees will (except in unusual circumstances) be allowed to use annual leave on their birthday, provided the Employee has sufficient leave accrued. Such leave shall be requested at least three workdays in advance.

1309. Must Leave (Use or Lose).

a. Employees and supervision should work together in scheduling annual leave during the leave year to avoid forfeiture of annual leave. Employees shall be allowed to carry 240 hours of earned leave from one leave year to the next. When workload permits, supervisors shall consider the Employee's annual leave desires and vacation plans in scheduling the utilization of "must" leave (sometimes known as "use or lose" leave).

b. Employees will be required to use all must leave each year. Must leave shall be scheduled prior to the start of the third pay period before the end of the leave year or the Employee may not be allowed restored leave. If the Employer cancels such leave or the leave could not be used because the Employee was on extended leave, and the leave cannot be used prior to the end of the leave year, Employees shall be credited with restored leave. A copy of the denied leave slip shall be provided to the Employee. Employees shall submit an OPM 71 to request must leave.

1310. Curtailment of Leave Usage by the Employer.

a. Due to high workload or emergency situations, the Employer may be forced to curtail the use of leave. In these instances the Employer will identify the Employees affected, and then evaluate shifting the workforce and seeking qualified volunteers to ease the impact on affected Employees. The Employer will:

(1) In the case of planned leave give consideration to the Employee's problems in making leave plans such as: Spouse employment, children(s) school schedules, costs incurred by Employee, etc., and to this end, will consider shifting the workforce, seeking a volunteer to reschedule leave plans, etc., to avoid or ease the impact on an Employee.

(2) Give Employees and the BMTC as much advance notice as possible. In the case of workload endeavor to give Employees and the BMTC 10 working days notice unless prevented by unplanned infrastructure support, fleet driven maintenance requirements, and emergency situations. Clarification of emergency and affected Employees will be made immediately so as to affect transition to meet emergent need(s).

(3) Explain in detail the reasons and the effective dates for the curtailment. Post reasons for curtailment at muster area and provide Employees a copy upon request.

b. The Employer requires supervisors to work with Employees to timely reschedule canceled leave plans provided the Employee has requested rescheduling.

1311. Forced Leave for Unplanned Circumstances.

The BMTC recognizes the Employer must have the ability to act in emergencies or other circumstances such as interruption or suspension of a ship trial run or ship movement. In the event the circumstance develops too late to give Employees adequate notice of changes, the following policy will be followed:

a. If the situation develops outside an Employee's assigned shift, the Employer agrees that the Employee will not be placed on leave unless the Employee is notified prior to leaving the Employees place of residence.

b. The Employer will attempt to resolve the situation by assigning Employees to other work, considering voluntary applications for annual leave from Employees in the affected area, or by requiring the use of annual leave or leave without pay.

c. Subject to specific work requirements and constraints, Employees who have been forced to take leave in these circumstances shall be given credit for this time when application of the provisions of Section 1312 becomes necessary.

1312. Forced Leave Due to Lack of Work.

a. The Employer may be required to force Employees to use annual leave due to a lack of work to avoid furlough of full time Employees. It is understood the Employer will have made an attempt to avoid the situation or ease the impact by seeking additional work or loaning Employees to other organizations, etc.

b. When such actions are required the Employer will inform the Affiliate Chief Steward, where just a Shop or Code is involved or the BMTC President if it involves more than one Affiliate. If the forced leave affects only a Shop or Code the Shop/Division head or designee will meet with the Affiliate Chief Steward, if requested. The purpose of the meeting will be to discuss procedures to be followed, concerning distribution of forced leave, use of LWOP, use of compensatory time, and advanced leave, prior to implementation, in order to permit a timely implementation and to avoid greater adverse impact on the Activity and Unit Employees. Affected Employees will be informed as soon as practical.

c. The Shop or Code will keep records on the affected Employees. The records will be retained during the life of the Agreement. Upon request of the BMTC President a representative will be allowed to review the records to ensure the procedure is being followed. A BMTC steward investigating an Employee's complaint over distribution of forced leave will be allowed to review the records specific to the complaint.

1313. Leave for Reserve and National Guard Duties.

The Activity will release Employees from work, for service with the National Guard or military Reserves, in accordance with law and regulation. Leave for Reserve and National Guard duties should be requested at least three weeks in advance if possible. The Employee will provide the Activity with a copy of the official orders.

Upon return to duty the Employee will suffer no loss in accordance with USERRA.

ARTICLE 14

SICK LEAVE AND ABSENCES FROM SCHEDULED WORK

1401. Policy.

In accordance with the provisions of law, regulations, and this article, sick leave shall be granted to Employees when they are incapacitated for the performance of their duties by sickness, injury, pregnancy and confinement, for medical, dental, optical examination or treatment, or when exposed to contagious disease as determined by local health authorities that the presence of the Employee at their work place would jeopardize the health of others.

a. The parties recognize sick leave is a right, which benefits Employees by ensuring continuation of salary during absences from work due to medical reasons.

b. This Article establishes procedures Employees will follow in making notification, arrangements, requests and justification for these absences. It also establishes procedures supervisors will follow in acting upon Employee requests.

c. Except for occupational injuries or diseases (covered in Article 17), Employees who become ill at work may be excused on sick leave by their supervisor without going through the Dispensary. Should the absence extend beyond that day, the Employee will report the absence in accordance with Section 1405.

1402. Scheduling Appointments.

Arrangements for absences from work for medical, dental, optical examination or treatment should be made with the immediate supervisor prior to or at the beginning of the shift. Employees will submit a Request for Leave or Approved Absence (OPM 71) upon their return to duty. If management questions the absence, an explanation will be provided by the Employee prior to leave approval.

1403. Illness Occurring at Work.

a. Employees becoming ill at work or in need of medical attention will contact their immediate supervisor or designee

who may refer them to the Dispensary (see Section 1401.c). Upon arrival at the dispensary, the Employee has the option to accept or decline treatment. In the case of an emergency involving an Employee, Emergency Medical Services will be contacted immediately. If, as a result of a Dispensary determination, an Employee is sent home or referred to a private physician, the Employee is not required to notify their Shop/Code of the absence for the remainder of the workday. If incapacitated the following scheduled workday, the Employee will report the absence in accordance with Section 1404.

b. The consecutive workday medical certification rule (Section 1405.a) will not include the day the Employee was treated and sent home by the Dispensary, unless the Employee is on a medical certification requirement letter (Section 1410.a.).

1404. Reporting Absence Due to Incapacitation.

a. If an incapacitation necessitates an Employee's absence from work, the Employee must notify one or more of the following:

(1) Shop or Code;

(2) Immediate Supervisor;

(3) Personnel designated by the Shop/Code or telephone recording devices.

(4) Where the Shop or Code wishes to issue a specific written instruction, this written instruction will be consistent with the terms of this Agreement. Employees will follow the instruction.

As a minimum, Employees will be required to provide their name, badge number, name of immediate supervisor, reason for the absence, and phone number where the Employee can be reached, if different than the information on file with the Employer.

b. If an incapacitation necessitates an Employee's absence during swing shift, graveyard, or scheduled overtime, the employee will notify the immediate supervisor.

c. Employees should make notification prior to the start of the scheduled shift, but not later than the first one and one half hours of the scheduled shift to which the Employee is assigned unless justified by extenuating circumstances, which

will be provided upon return to work. The Employee is still obligated to make notification at the first practical opportunity. Following notification, the Employer will normally carry the Employee in an approved leave status. Notification in and of itself does not signify approval of leave. If the absence extends beyond the end of that work week, the Employee must again notify the immediate supervisor, Shop, or Code in accordance with the above procedure on the first day of the Employee's regularly scheduled workweek as well as the first workday of each subsequent work week until the Employee returns to work.

d. If the Employee fails to make any notification, the Employer may carry the Employee in an Absent Without Leave (AWOL) status, pending submission of justification for the absence. Employees must submit a Request for Leave or Approved Absence Form (OPM 71) in accordance with Section 1405.

1405. Request for Sick Leave.

The approval of an Employee's absence from scheduled work by the Employer is contingent upon the Employee's justification for the absence upon return to work. Failure to provide reasonable justification (including medical certification if required) may result in disapproval of the absence.

a. **Submission of Leave Application.** An Employee is required to submit a completed Request for Leave or Approved Absence (OPM 71) (including medical certification, if required) to their immediate supervisor upon their return to duty. An Employee's self-certification as to the reason for their absence may be considered as administratively acceptable evidence of the absence. Management may require medical certification for absences less than three workdays; however, it will be required for absences in excess of three workdays. In cases where incomplete administratively acceptable evidence is submitted, the Employee will be allowed up to 15 calendar days to submit the required information to complete the application. If the absence extends for a pay period or more, the Employee will be required to submit a Request for Leave or Approved Absence (OPM 71) supported by medical certification during each pay period the Employee is absent. The application may be submitted by mail, fax, E-mail or by a representative. The Employer may make an exception on medical certification where the Employee presents a written statement explaining the circumstances in support of the application or the Employer recognizes unusual circumstances.

b. **Approval.** After following procedures in (a) above requests for sick leave will be granted if the leave is available, for all of the reasons identified in Section 1401, Policy.

c. **Disapproval.** Upon sick leave disapproval, the Employer will return the Employees leave request (the original leave slip) back to the Employee with the reason(s) for the disapproval notated in the remarks block and what the absence will be converted to. No action will be taken until the employee has been notified of leave disapproval. On a case by case basis with submission of a new leave slip, sick leave may be converted to annual leave, or Leave Without Pay (LWOP), subject to the Employers approval when requested by an Employee. Upon receipt of notification of disapproval of leave, the Employee has the right to appeal the decision under Article 30 of this Agreement.

1406. Return To Duty.

a. **Without Limitations.** Employees returning from a leave of absence due to injury, illness, or health issue, with no limitations from their personal physician, will report to their previous shift and position when their personal physician has released them for full duty. The Employee will present medical documentation (if any) to their supervisor and discuss the nature of their absence and their ability to perform their duties. If questions arise as to their ability to perform their duties, the supervisor will send the Employee to the dispensary for evaluation.

b. **With Limitations.** Employees returning from a leave of absence due to injury, illness, or health issue, with limitations from their personal physician, will report to their Shop/Code resource office, or designated manager. The Employee will be referred to the dispensary for examination for return to duty. If the Medical Officer determines the Employee has not recovered sufficiently to return to any duty, the Employee will be sent home and the Shop or Code notified. If limitations are required, the Employee will be referred to the Shop/Code for a determination of the availability of a light duty assignment.

Employees assigned to the swing or graveyard shifts who are returning to duty with physical limitations should report to their Shop/Code on day shift. When the dispensary clears the

Employee to return to full duty, the Employee will report to their backshift immediate supervisor/Shop/Code for assignment.

1407. Limited Duty.

a. Limited duty policy for occupationally injured and the policy for limited duty due to non-occupational circumstances will be applied fairly and equitably. An Employee may request to be placed in a sick leave, annual leave, or LWOP status due to limited duty restriction(s) and or non-availability of a work assignment within the limitations. Approval of leave in these instances will be in accordance with this Agreement.

b. The Employer will substitute annual leave when sick leave is exhausted; however, the Employee may request to be placed in a LWOP status to preserve annual leave for vacation purposes.

1408. Advance Sick Leave.

The Employer agrees to advance sick leave in accordance with applicable regulations to Employees who are incapacitated for duty because of serious illness or disability, provided:

a. The maximum advance sick leave for career and career-conditional Employees shall not exceed 30 days and an Employee holding a limited appointment may be advanced sick leave only in the amount, which will be earned during the remaining period of employment.

b. There is reasonable evidence, substantiated by a statement from the Employee's personal physician and the Medical Officer that the Employee will be capable of returning to duty for a sufficient period to repay the advance.

c. That all available accumulated sick leave to the Employee's credit is exhausted. (Nothing in this section may preclude an Employee from requesting advance sick leave prior to exhausting their annual leave in excess of 80 hours.) However, the advanced sick leave will not be credited to the Employee's account until they have reached the 80-hour limit.

d. The Employee is not known to be contemplating separation by retirement or resignation.

e. Normally advanced sick leave will not be granted to Employees currently on a Letter of Requirement as provided in

Section 1410. However, the Employer may make an exception to this provision where the Employer recognizes unusual circumstances.

f. When an Employee is indebted for advance sick leave, the advance sick leave may be liquidated at the Employee's request by a charge against an equivalent amount of annual leave. Annual leave may be granted in lieu of sick leave at the Employee's request.

1409. Counseling Employees on Sick Leave Usage.

The Employer may monitor sick leave usage to detect abnormal trends in usage by an individual Employee. If the Employer detects or finds evidence of misuse or excessive use of leave, the supervisor and the Employee may meet and discuss a plan to remedy the issue. During this meeting the supervisor will explain the impact their absence has on the mission, and may suggest other resources such as the Civilian Employee Assistance Program for matters of a personal nature. The Employee will be encouraged to take action to correct the problem, and will be normally given a reasonable period of time to improve their sick leave usage before any letter of requirement will be considered.

1410. Letter of Requirement.

In cases where there is evidence to indicate an employee is abusing sick leave benefits and the employee is placed on a letter of requirement, medical certification by a physician or practitioner will be required for all absences for medical reasons. Exceeding the Shop or Division average shall not be the sole reason for medical requirement. Sick leave, which has been approved as a result of administratively acceptable medical certification, should not be considered when issuing the letter of requirement for suspected misuse of sick leave. A letter of requirement shall specify the specific reason(s) for its issuance.

a. **Issuance.** After the Employee is issued the letter the Employee will be required to obtain administratively acceptable medical certification for any sick leave usage. The Employer will excuse an individual from the requirement when the Employer recognizes unusual circumstances. Employees on a medical certification requirement, who use the Medical Officer in lieu of a personal physician, shall obtain the certification from the Medical Officer. The dispensary shall only provide this certification for the initial day (day of release) of the period

of absence. Employees on a medical certification requirement will follow the instructions specified in the letter of requirement. The letter of requirement instructions will be consistent with the terms of this Agreement.

b. **6 Month Review.** Upon request of the Employee and/or their representative, management may review the medical certification requirement 6 months after issuance. If the Employer determines that the restriction is no longer necessary, the restriction shall be removed and the Employee shall be notified in writing.

c. **Continuance.** The Employer will review the medical certification requirement prior to the anniversary of issuance to make a determination if the Employee has complied with the instructions of the medical certification letter. If the review results in continuance of the requirement the Employee will be formally notified of the decision on or before the anniversary date of issuance. In the event the Employee is absent on the date the requirement is to be reissued, notification will be given within two workdays of their return to work. If the Employee does not receive notification of continuance within the above time frames the letter of requirement will be considered canceled.

d. **Appeal.** A letter of requirement requiring an Employee to support requests for sick leave with medical certification may be appealed under the Negotiated Grievance Procedure, Article 30. Appeals shall start at the step level specified in Section 3004.

1411. Sick Leave to Care for a Family Member and Family Medical Leave Act (FMLA) Usage.

Leave taken under the provisions of sick leave to care for a family member and FMLA, will be administered in accordance with regulations, 5 CFR 630.401 and 630.1203. Approved use of FMLA will not be considered when assessing Employees leave usage for letters of requirement.

ARTICLE 15

OTHER ABSENCES

1501. Labor Relations Business.

The Employer agrees that upon reasonable advance notice (normally five workdays), a unit Employee may be granted upon request, annual leave or leave without pay to conduct BMTC business, such as attending union conventions or meetings, conducting Labor/Management business with other Federal activities, or to accept a temporary position with a labor organization as defined in the Act. The Employer may disapprove requests for leave without pay which would cause substantial interference with Activity work operations.

1502. Employee Excused Time.

In accordance with applicable regulations an Employee shall be allowed excused time, without charge to leave or loss of pay, subject to manpower requirements of the Employer as hereinafter provided:

a. Employees participating in examinations for Activity promotions or interviews for Activity job opportunities held during the Employee's regular work shift.

b. Employees who volunteer as blood donors in the Activity programs shall be excused for this purpose. Employees who serve as blood donors shall be excused without charge to leave. Competent medical authority shall determine the time required for the Employee to recuperate.

c. An Employee who is an official or representative of the BMTC will normally be excused without charge to leave in conjunction with attendance at a training session sponsored by the BMTC provided the subject matter of such training is of mutual concern to the Employer and the Employee in a capacity as an organization representative. Official time for this purpose will cover only such portions of a training session as meet the forgoing criteria. See Article 6.

d. An Employee who is late for 30 minutes or less shall be excused at the discretion of the immediate supervisor.

1503. National Guard/Civil Air Patrol/Reservist Call Up.

When an Employee is called to emergency duty in the National Guard/Reservist, or is requested by appropriate authority to participate in Civil Air Patrol searches, the Employee shall be excused in accordance with regulations for such duty. Upon return to duty the Employee will suffer no loss in accordance with current regulations.

1504. Continuation of Employee Benefits.

Employees who are absent on approved leave without pay for periods of up to one year shall accrue all applicable rights and privileges with respect to coverage under the Federal Employees' Group Life Insurance and Federal Employees Health Benefits Program.

1505. Volunteer Firefighters, Emergency Medical Technicians and Search and Rescue Members.

Employees who are official members of an organized emergency organization; e.g., Search and Rescue, Volunteer Fire Departments, etc., may be granted up to a maximum of 5 days (40 hours) administrative leave per year for actual emergencies. An emergency is defined as a situation in which immediate action is required to abate an imminent threat to life or property. Authorization will be subject to an agreement between PSNS & IMF and the governmental agency that requests and directs their participation.

1506. Administrative Leave.

Employees who serve as bone marrow donors or serve in aphaeresis programs and certain other approved programs may be excused without charge to leave in accordance with applicable regulations on a case-by-case basis. Administrative leave may be granted for other reasons in accordance with the applicable regulations.

ARTICLE 16

SAFETY AND HEALTH

1601. Policy and Practices.

Safety and health of Activity Employees is a vital element in attaining the Activity's mission. The Employer and the BMTC support the Command's safety programs to maintain a safe and healthy work environment.

a. **Employer.** The Employer will make every effort to provide and maintain safe working conditions and provide industrial health protection for Employees in accordance with Executive Order 12196 and NAVOSH regulations and other applicable laws, rules, and regulations. The Employer is responsible for instruction/training of Employees on safe working practices and proper use of personal protective equipment. Safety and health deficiencies identified by the Employer/Employee will be abated until the danger to Employee's safety and health is corrected. The Employer will consider suggestions from individual Employees and BMTC representatives, which offer practical and feasible ways of improving safety and health conditions.

b. **BMTC.** The BMTC is committed to make every reasonable effort to encourage Employees to work in a safe and healthful manner and promptly report any hazardous conditions through the NAVOSH Hazard Reporting Program. Furthermore, the BMTC urges Employees to recognize the necessity of Employees wearing or using personal protective equipment as required, approved, and supplied by the Employer for safe performance of their work.

c. **Employee.** The Employees will comply with all safety and health requirements. The Employer will consider suggestions from individual Employees and BMTC Representatives, which offer practical and feasible ways of improving safety and health conditions.

d. **Reprisal.** Employees will not be subject to restraint, interference, coercion, discrimination or reprisal as a result of their participation in safety and health matters including the NAVOSH program.

1602. Reporting Unsafe Conditions.

In the course of performing their assigned work, unit Employees shall be alert to observe unsafe practices, equipment, and conditions as well as environmental conditions in their immediate area, which represent industrial health hazards. Employees are responsible to correct any items within their capability and/or report the unsafe conditions to their supervisor.

a. An Employee or a BMTC representative can request a supervisor to conduct a safety or health inspection of a work area if they suspect a problem exists. The Employee observing and reporting the problem or a representative may be present during the initial inspection.

b. Employees shall report unsafe or unhealthful working conditions of which they are aware to their immediate supervisor. The NAVOSH Hazard Reporting Program is the procedure for Employees to follow in reporting unsafe or unhealthy working conditions which are beyond their control. The Employer agrees to post the NAVOSH Hazard Reporting Procedure throughout the Activity.

c. When employees have a reasonable belief that they are in imminent risk of death or serious bodily harm from a work assignment, and do not have sufficient time to seek redress through normal abatement procedures, they may properly decline to perform the assignment. If there is a reasonable belief by either party that the assigned task poses an imminent risk of death or serious bodily harm, a ruling shall be obtained from Code 106 or Code 900 Safety Office before proceeding.

1603. Correcting Unsafe Conditions.

The Activity's Occupational Safety and Health Office (Code 106) shall insure that safety and health items submitted as the result of safety and health inspections are resolved or take appropriate action for abatement. Each Shop/Code Occupational Safety and Health Chairperson is responsible for acting and following up on inspections and reported safety and health items within their jurisdiction. A BMTC Safety Representative shall be permitted to review records concerning those specifically identified safety and health matters requiring action under the abatement program.

1604. Stand-Up Safety and Health Meetings.

a. The immediate supervisor may hold biweekly stand-up meetings during which safety and health topics will be discussed. All available Employees in each supervisor's crew will participate as determined by mission needs.

b. The BMTC may submit information concerning safety and health to Code 106 for inclusion in the biweekly publication: Information for Stand-Up Safety Meeting.

1605. Industrial Accidents.

a. **Reporting Injuries.** All accidents, no matter how minor in nature, are required to be reported by the injured employee to his/her immediate supervisor who will arrange, if necessary, with the dispensary or other medical facility, upon request, to provide treatment of the injury. The BMTC will encourage injured employees to abide by this requirement. Failure to report accidents in a timely manner may result in loss of benefits provided under the Federal Employees Compensation Act (FECA).

b. **Ambulance Service/First Aid.** Prompt ambulance service and first aid to injured Employees will be provided on all shifts. Ambulances which are transporting unit Employees who are in a life threatening condition will have Emergency Medical Technician (EMT) qualified attendants. The Employer shall insure that personnel meeting the qualifications for advanced life support are available or on immediate call as the need arises.

c. **Welfare and Comfort of Employees.** Should accidents occur, prime consideration will be the welfare and comfort of injured personnel.

1606. Work Environment.

Entrance to any tank or void will not be permitted until the tank or void is certified safe for entry. The Employer will assure adequate communication and/or observance with the working employees to provide awareness of emergency condition and assist in evacuation if necessary in accordance with the applicable OSHA regulations. The Employer agrees to furnish appropriate protective clothing to all Employees who are assigned to work in sanitation tanks and other situations required by regulations to protect the Employee from hazards or irritants. The Employer

shall provide proper precautions, protective equipment and safety devices for the employees while performing repair work in potentially hazardous areas.

1607. Submitting Safety Improvements.

Everyone is encouraged to submit any suggestions, which will offer practical and feasible ways of abating or improving safety or health conditions to Code 106 and/or the safety office.

1608. Safety and Health Committees/Teams.

a. **Activity Occupational Safety and Health Policy Committee.** The BMTC President or designee shall be notified of committee meetings 30 days prior to the meeting. The BMTC President or designee may submit agenda items/comments on safety and health policy to the Committee's Executive Secretary, Code 106 Safety Office, for consideration by the Committee. The BMTC President may request attendance at a meeting to give a personal presentation by the BMTC President or designee on safety and health matters.

b. **Ship and Area Inspection Teams.** It is agreed that the BMTC will appoint a reasonable number of representatives (not to be less than 10) to serve on the BMTC Representative Pool for Ship and Area Inspection Teams. The Employer agrees to select the first five names listed or will submit the reasons for not doing so to the BMTC. The BMTC Safety Chairperson shall designate a representative from the Pool for each Ship and Area Inspection Team.

1609. Accident, Injury and Death Reports.

The Activity (Code 106 Safety Office) agrees to furnish to the BMTC electronic Injury Tracking Reports, and notification of accidents or deaths through the Activity's emergency pager system. The BMTC agrees that the sole use of these reports is the prevention of accidents, and/or their reoccurrence. Upon receipt, the BMTC shares the Activity's responsibility for insuring the privacy of the information.

1610. Hazardous Materials/Processes.

The Employer agrees to:

a. Provide access to Material Safety Data Sheet (MSDS) information for Employees' assigned task at their worksite. The

Employee has the right to review the MSDS prior to working with the material. MSDS sheets shall be provided by the Employees' immediate supervisor upon request. Upon request, a copy of difficult to find MSDS will be provided to the BMTC. The request will include the name of the material in question and the Shop or Code using the material.

b. Keep records required by the NAVOSH program for unit Employees known to have been exposed to hazardous and toxic substances/materials.

c. Conduct medical surveillance of unit Employees known to have been exposed to hazardous and toxic materials/substances in accordance with established NAVOSH health monitoring requirements for the specific material/substance.

d. Follow OSHA regulations in making exposure data available to individual Employees and the BMTC.

1611. Posting and Distributing Emergency Telephone Numbers.

A current list of emergency telephone numbers for ambulance service, fire, police, radiological, facilities and maintenance, emergency information, and all BMTC offices at all facilities will be posted on official bulletin boards. These numbers as of the date of issue will also be printed at the end of this Agreement. Unit Employees will be notified of any changes as they occur.

1612. Safety Equipment.

The Employer agrees to furnish adequate protective clothing, including toe guards/safety shoes and safety glasses, and other safety equipment the Employer determines necessary for the performance of assigned work. The BMTC may at its discretion, recommend new protective clothing and equipment and/or modifications to existing equipment for consideration by the Activity's Safety Division. Such recommendations shall receive prompt attention. The Employer agrees to reimburse the Employee for any out-of-pocket cost for any prescribed safety equipment required by the Activities.

ARTICLE 17

ON THE JOB INJURY/COMPENSATION

1701. Policy.

The parties share a mutual concern for the well being of Employees who have sustained on the job injuries/illnesses while performing their duties. The parties agree to advise such Employees of their rights and responsibilities, and assist them in their timely submission of their claims in accordance with the provisions of law and regulation.

1702. Definitions.

a. **Traumatic Injury.** A traumatic injury is a wound or other condition of the body caused by external force including stress or strain. The injury must be identifiable as to time and place of occurrence and member or function of the body affected, and caused by a specific event or incident or series of events or incidents within a single day or work shift.

b. **Occupational Disease.** An occupational disease is a condition produced in the work environment over a period longer than one workday or shift. It may result from systemic infection, repeated stress or strain, exposure to toxins, poisons, or fumes, or other continuing conditions of the work environment.

1703. Employee Responsibility for Reporting Injury.

Employees are required to promptly report every injury to their supervisor, who will send Employees requiring or requesting medical treatment to the Activity Dispensary. Upon initial medical release the Employee will contact Code 1116. The Employer will provide the Employee the appropriate form (also available on-line), either CA-1 (traumatic injury) or a CA-2 (occupational disease) to complete and return to the Employer within 2 workdays if medically able. A form CA-16 (if the Employee requires medical treatment for the injury) will be provided as necessary as per CA-810. The receipt for OWCP form CA-1 or CA-2 will be provided by Code 1116 in a timely manner. Employees have a responsibility for the prompt submission of appropriate claim forms, failure to do so will generally result in a delay in obtaining benefits. Upon OWCP approval of claims, Employee medical costs incurred (ambulance, E.R. services,

hospital room, etc...) may be reimbursed or paid in full by the OWCP.

Remote site Employees can submit these forms electronically to Code 1116. Both employee and supervisor may complete this action together.

1704. Employee Information.

Each Employee who completes a CA-1 will be furnished with written information regarding the Employee's right and entitlement to leave, Continuation of Pay (COP) procedures to follow when selecting or changing an attending physician, and how to apply for Federal Employees' Compensation Act (FECA) benefits.

1705. Submission of Claim Forms.

Employees have a responsibility to provide information required to support their claim for FECA benefits including submission of appropriate forms to the applicable Employee Compensation Office (Code 1116) for submission to Office of Workers' Compensation Program (OWCP). Employees may review their compensation records retained by the Employer.

1706. Use of Personal Physician(s).

a. Choice of Physician.

Employees who are treated or examined at the Dispensary for on the job injuries or illnesses have the right to be treated by a private physician of their choice. Employees should note that if they accept more than first aid or emergency treatment from the Activity Dispensary, they may have accepted the Dispensary as the attending physician.

b. Changing Physicians.

Employees wishing to change physicians after their initial choice must obtain prior approval from OWCP, if they want to be reimbursed for these services.

1707. Continuation of Pay.

a. An Employee who sustains a traumatic injury is entitled to COP for a period not to exceed 45 calendar days in accordance with regulations. The Employee shall advise Code 1116 of their

desire for COP or to charge the absence to sick or annual leave. Employees requesting COP are required to provide medical documentation of their disability as soon as possible and preferably within two workdays of the injury, in order to expedite the processing of their claim. COP will continue in accordance with regulations, unless the Employee is medically capable of performing available limited duty.

b. If a recurrence of disability develops, the Employee should complete Form CA-2a and submit it to Code 1116.

1708. Keeping Employer Informed.

Injured Employees on COP are required to submit medical reports from the attending physician and written documentation showing the extent of their disability to Code 1116 (appropriate OWCP forms are acceptable).

Employees, whose absence on COP extends beyond one week, will notify their Shop or Code in accordance with Article 14 or keep their Shop or Office informed where they may be reached by telephone during normal working hours.

OWCP advises the Employee that compensation will continue only through the date specified by OWCP, other procedural guidance, or by the attending physician's report; the Employee is expected to return to duty as soon as possible; and is expected to contact the Employer to see if limited duty is available.

1709. Employees Returning from Compensation.

When an Employee with an approved OWCP claim is able to return to work, it will be done so in accordance with 20 CFR Chapter 10.

1710. Return to Duty.

After an Employee has informed the Employer that he or she can return to work in a limited capacity, the Employer may offer light, limited or modified duty pending full recovery. Upon return to duty, Employees report to their supervisor, and if under the care of a private physician, the Employee must have the attending physician's clearance to return to work. Employees who have been absent because of an injury will be referred to the Activity Dispensary for examination for return to duty. On the day the Employee returns to duty, the Employee shall inform Code 1116.

1711. Expiration of COP Benefits.

Compensation based on loss of wages is payable after the end of COP where an entitlement exists. Because of the time frames necessary to process/adjudicate a claim through OWCP, Employees are strongly urged to contact C/1116 as soon as they become aware of being unable to return to work prior to exhausting available COP benefits and begin processing of the necessary form(s)/document(s) for FECA benefits based on loss of wages. C/1116 will assist the Employee in the timely processing of their claim.

1712. Relationship to Compensation.

An Employee who incurs an employment related disability may be eligible for one or more types of wage loss compensation.

A 3 day waiting period applies except in those cases where disability extends more than 14 days or permanent disability results. In these cases compensation will be paid for the first three days as well. An Employee may decide to take sick or annual leave to avoid possible interruption of income; however, compensation may not be paid while an injured Employee receives pay for leave.

1713. Buy-Back of Leave.

Upon request and in accordance with regulations, the Employer may advance up to 30 days of sick leave to Employees facing interruption of pay due to a traumatic injury or occupational disease. Annual leave will be advanced in accordance with regulations.

If the Employee elects to take leave and the claim for compensation is subsequently approved, the Employee may arrange with the Activity to buy back the leave used and have it reinstated to the Employee's account. The Employee should make these arrangements at the earliest opportunity. The entitlement to request this buy back is limited to within one year of the date the leave is used or the date the claim is accepted whichever is later.

ARTICLE 18

CIVILIAN EMPLOYEE ASSISTANCE PROGRAM

1801. Program Coverage and Policy.

The Civilian Employee Assistance Program was established in recognition that Employee's impaired job performance can be caused by health or personal problems such as alcoholism and drug abuse, or emotional, family, marital and/or financial problems. It is the Employer's policy to deal with the Employee's health or personal problem(s) only as they affect job performance or behavior in the Activity.

1802. Employer Responsibility.

The Employer will encourage the support of the BMTC as well as community referral services in administering the Employee Assistance Program.

1803. Employee Responsibility.

It is each Employee's responsibility to maintain acceptable job performance. It is also the Employee's responsibility to seek and achieve satisfactory resolution to any health or personal problems which interfere with their job performance. An Employee's continued failure to meet established work standards will result in appropriate administrative action.

1804. Activity Program.

The Civilian Employee Assistance Program provides counseling and referral service. The Employer encourages the use of the Employee Assistance Program by promoting supervisor and Employee awareness of the program and its functions by advertising in the local publications and other appropriate mediums. Alcoholism and drug abuse are recognized as treatable health problems. Employees having such health problems will receive the same consideration and offer of assistance that is extended to other Employees having other illnesses or health problems.

1805. Training.

The Employer agrees that in order to have an effective Civilian Employee Assistance Program, training relating to Employee assistance is necessary. The Employer will provide employee training as determined essential by the coordinator of the

Civilian Employee Assistance Program, reviewed by BMTC and approved by the Human Resources Office.

ARTICLE 19

POSITION AND JOB DESCRIPTIONS

1901. Employee Right to Review.

Employees have the right to an explanation of the reasoning used to classify their job/position. Upon the Employee's or the BMTC representative's request, the immediate supervisor will make arrangements for an appointment to provide that explanation. The Employee may request to be accompanied and assisted by a BMTC representative when meeting with supervision or the Human Resources Office personnel. Involved supervision and personnel specialists will consider and respond to any questions and statements from the Employee or BMTC representative to make clear the basis of the classification decision.

1902. Employee Right to Copy.

A new Employee or an Employee who changed jobs within the Activity will be provided a copy of their job/position description within 30 calendar days of the effective date of the appointment. Individual Employee requests for a current copy of the job or position description should be made to the Shop/Code via the immediate supervisor. If a description is renumbered, and there are changes that affect the Employee, they will be provided a copy. The Employer's policy is that all Employees are entitled to have a copy of their description; however, the Employer's policy is not to provide personal copies of other descriptions in which an Employee may have an interest. Employees assigned to a training position or who are detailed to a job/position which is not related to their regularly assigned duties, will, upon request, be provided a copy of the target/detail description if one exists.

1903. Keeping Description Up to Date.

Job/position descriptions will be kept up-to-date and accurate. If an adverse action(s) is proposed as a result of a position/job audit, the affected Employee(s) and the BMTC will be notified prior to implementation of any proposed action. The affected Employee(s) and the BMTC will be permitted to review the data upon which the proposed action is based. Employees may propose changes in their PD if it would more accurately reflect major and recurring job assignments.

1904. Disputes Over Accuracy and Appeals.

a. **Disputes Over Accuracy.** When an Employee disputes the accuracy of their official job or position description as compared to the work actually being performed, they may dispute the accuracy of their official job or position description through the Negotiated Grievance Procedure, Article 30.

b. **Appeals.** Upon request, an Employee will be furnished specific information on appeal rights and procedures as well as addresses where appeals can be filed. An Employee may appeal the classification (grade, title, series or pay category) of their official position as follows:

(1) **Position Classification.** Appeals for General Schedule (GS) Employees may be processed to the Department of Defense (DoD) or to the Office of Personnel Management (OPM), via the Human Resources Service Center Northwest (HRSC-NW) (Code 53).

(2) **Job Grading.** Appeals for Federal Wage System (FWS) Employees may be processed to the Department of Defense via the Human Resources Service Center Northwest (HRSC-NW) (Code 53). Appeals for Department of Defense decisions may be processed to the Office of Personnel Management.

1905. BMTC Matters.

a. The Employer agrees to provide the BMTC with one copy of all new or changed official position or job descriptions.

b. If the Employer exercises an opportunity to review and comment on a draft of proposed job grading standards, the Employer will extend an invitation to the BMTC to review and comment to the Employer. The Employer will consider the BMTC's views in developing the Activity response provided the BMTC's response is timely, in accordance with time limits established by higher authority.

c. The Employer agrees to notify the BMTC when a job grading is to be changed to a lower grade level. Notification will normally be served at least 30 days, but not less than one pay period prior to effecting personnel actions.

ARTICLE 20

PERFORMANCE STANDARDS

2001. Policy.

The Activity's Performance Appraisal Program for Employees will comply with the intent of Title 5 US Code Chapter 71, 7101(a) (2). An Employee's performance contribution at the Activity is measured and assessed by: (1) contributions toward supporting the Activity's mission and philosophy, (2) contributions toward fulfilling responsibilities in specific Individual Performance and Development elements. (PSNS&IMF Inst. 12430.4C)

2002. Definitions.

a. The following definitions are reprinted from the regulations solely for Employees' information.

(1) **Performance** means an Employee's accomplishment of assigned work as specified in the critical elements of the Employee's position.

(2) **Critical Performance Element** means a component of a position consisting of one or more duties and responsibilities which contribute toward the accomplishment of organizational goals and objectives and which is of such importance that unacceptable performance on the element would result in unacceptable performance in the position.

(3) **Performance Standard** means a statement of the expectations or requirements established by Management for a critical element at a particular rating level. A performance standard may include, but is not limited to factors such as quality, quantity, timeliness, and manner of performance.

(4) **Interim Appraisals.**

(a) **Progress Review.** A review of the Employee's progress toward achieving the performance standards and is not in itself a rating.

(b) **Closeout Rating.** The written rating received on the standards established for the position within the bargaining unit to which an Employee was temporarily promoted or detailed for a minimum of 90 days or more, when the respective durations

were known in advance. (Note: The supervisor completing a close out rating will provide a copy to the Employee's parent Shop/Code for use in the rating of record, with a copy to the Employee.)

(5) **Rating of Record** means the summary rating required annually at the time specified by the Employer, unless a special rating is conducted to support a Within Grade Increase (WGI) determination as required by regulations, in which case the WGI rating becomes the rating of record.

b. The following definitions have been developed by the Employer and are provided herein solely for the Employees' information.

(1) **Performance Appraisal.** The evaluation of an Employee's performance of assigned work against the performance standards established for that Employee under an approved appraisal system.

(2) **Appraiser.** The immediate supervisor of the employee being appraised or some other designated supervisory person who has authority, responsibility and personal knowledge of the position and acquired knowledge of the work performed by the employee during the appraisal period. The appraiser will inform the Employee of the performance elements of the Employee's position and establish the performance standards for those elements.

(3) **Reviewing Official.** The appraiser's immediate supervisor or some other designated higher level Activity supervisor in the Chain of Command.

2003. Employee Participation and BMTC Notification.

Prior to developing or changing a performance standard, supervisors will encourage Employee participation in the process of identifying elements and developing performance standards. Prior to implementation, the BMTC will be provided with a copy of the final standards and notified of the implementation date.

2004. Employee Indoctrination on Performance Standards.

At the beginning of the annual rating period or when a new or revised standard is applied, each Employee will be provided a copy of their performance standards. The appraiser and the Employee will discuss the standards at the beginning of the

annual rating period or new rating period for clarity and understanding concerning what is required by the elements as they apply to the Employee's assigned work and responsibilities.

A new Employee, an Employee who changes jobs within the Activity or an Employee detailed to a position at the same or higher level for a minimum of 90 days or more, will be provided a copy of the performance standards for the new position (and upon request a copy of their job/position description) within 30 days of the effective date of the appointment or detail.

2005. Rating Period.

The annual rating period is a one-year period ending on a date determined by the Employer.

a. At the mid-point of the annual rating period the Employee's current performance level will be discussed with the Employee by the appraiser. This progress review shall be held for each Employee at least once during the appraisal period. At a minimum, Employees shall be informed of their level of performance by comparison with the performance elements and standards established for their positions. The date of this progress review shall be entered on the applicable standard. This progress review may not be accomplished if the Employee is serving in a position for which a close out rating must be made.

b. At the end of the annual rating period, the appraiser will conduct a rating of record with the Employee to include the rating of the Employee's performance on each applicable performance element. Elements on which the Employee has not performed work during the rating period, shall be marked non-applicable (N/A). The rating of record is based on the progress review(s) and any close out ratings received during the annual rating period.

c. If, at the time of the annual rating, the reviewing official alters the rating on any element or the rating of record the reviewing official will provide a copy of the form to the Employee and, upon request, will meet with the Employee to discuss the change. A copy of the rated standard (to include the rating of record) will be provided to the Employee after the rating of record has been completed.

d. Space will be allowed on the appraisal/rating form for the Employee's comments. The appraiser and Employee will sign and date the form upon completion of the appraisal and

appraiser's assignment of the close out rating or the rating of record. Upon request, a copy of the completed form will be provided at this time to the Employee. An Employee's signature indicates only that a particular step of the process was completed and does not imply concurrence with either the performance standards or the performance rating.

2006. Supervisor's Knowledge of Performance.

a. When appraising/rating an Employee, it is important that the appraiser be fully aware of and have sufficient information regarding the performance of the Employee over the entire period of appraisal/rating. Any or all of the following method(s) may be used as a basis to obtain information to appraise/rate the Employee.

(1) Objective first hand knowledge of the work performed during the current rating period. (Where Employees have worked for more than one supervisor during the rating year and there is no close out rating available, performance input from previous supervisors should be obtained if the supervisor is available).

(2) If an Employee receives a rating of "Needs Improvement" on any critical element, the Employee may request that the appraiser obtain written information from previous supervisors during the rating period in question.

(3) Obtain information based on report data (i.e. Calendar cards, SUPDESK notes, or other documentation.)

b. Attendance should not impact an Employee's performance rating.

2007. Rating the Employee.

a. All unit Employees shall have performance standards, however, an Employee's performance can only be rated on a performance standard (and applicable elements) which has been identified and discussed (see Section 2004) at least 90 days prior to the accomplishment of a rating of record. Both the supervisor and the Employee shall identify and discuss conditions or situations which affect the Employee's performance that are outside the Employee's span of control. During the supervisory process of evaluating the individual's performance, the standard and the measurement factors shall be applied in a fair and equitable manner.

b. Ratings shall be accomplished in a timely manner.

2008. Special Progress Review.

a. If at any time during the rating period an Employee's performance falls below the "acceptable" level, the appraiser will conduct an immediate special progress review with the Employee. (The Employer has determined the performance levels at which special progress reviews will be conducted.) The review shall include the following:

(1) What constitutes acceptable performance on those elements;

(2) Corrective action(s) required by the Employee;

(3) A reasonable period during which the Employee will be given an opportunity to improve performance. The reasonable improvement period should normally be a minimum of 30 calendar days.

(4) What assistance the supervisor will provide the Employee in improving performance;

(5) The potential consequences should the Employee's performance not improve; and

(6) The availability of the Civilian Employee Assistance Program and an offer to establish an appointment with that office if the Employee so desires.

b. The immediate supervisor should discuss each of the above with the Employee for clarity and understanding. If it is determined after a reasonable period that the Employee's performance has not reached the acceptable level, then the Employer may issue a letter proposing the Employee's removal from the Federal Service. During the 30 day notice period, supervision may consider reassignment to another position or a change to a lower graded position in lieu of removal, unless the Employee initiates voluntary action acceptable to the Employer.

2009. Employees Serving a Probationary Period.

The procedures in Section 2008 do not apply to Employees serving a probationary period, Veteran Rehabilitation Act (V.R.A.), Employees serving a trial period, and Employees serving on a

temporary appointment unless the action is processed under the appropriate provisions of 5 CFR.

2010. Performance Rating Appeal.

Employees covered under this Agreement may grieve performance appraisals through the Negotiated Grievance Procedure, Article 30.

2011. BMTC Access to Reports.

Reports generated by the Employer or received by the Employer from outside the Activity (the Office of Personnel Management, the Department of the Navy, etc.) evaluating the performance appraisal program at the Activity will be provided to the BMTC in order that the parties can work out problems of mutual concern.

ARTICLE 21

MERIT STAFFING

2101. Recruitment Sources.

Vacant positions may be filled under the Merit Staffing Program or other appropriate means of filling vacancies, as provided by law and regulation. When Merit Staffing Program is utilized, electronic resumes should be submitted for consideration by all employees within the specified area of consideration.

2102. Area of Consideration.

The area of consideration may be less than Employer-wide and may be extended at any time to obtain sufficient well-qualified candidates.

2103. Publicizing Vacancies.

Positions advertised under the Merit Staffing Program may be announced via vacancy announcements or via vacancy listings posted on official web sites. Vacancy announcements may be either individual (i.e., used to fill a specific vacancy) or open-continuous (i.e., used to develop a pool of applicants for future vacancies.)

The Employer may choose to publish in The Salute and/or post to the Intranet job flyers to publicize specific vacancies to be filled through open-continuous announcements or one-time fills of a specific position(s), but this is at the Employers discretion. A job flyer does not constitute an "announcement" for the purpose of delayed application under paragraph 2108.

2104. Evaluation of Applicants.

To be eligible, each candidate must meet the minimum qualification requirements prescribed by OPM. Candidates will be evaluated against the knowledge, skills, and abilities determined to be important for the position. The use of written tests, if any, will be in compliance with applicable OPM and DOD directives. Due consideration will be given to awards, training, self-development and applicable outside activities when documented on the resume.

2105. Referral for Consideration.

Applicants will be listed in alphabetical order for referral to the selecting official. A selecting official may select any candidate who is certified or non-select all candidates. Applicants eligible for noncompetitive selection may be referred at any time to the selecting official.

2106. Employee Notification.

When an Employee's resume has been considered under a vacancy announcement, the Employee can receive updates on status through the Department of Navy recruitment website.

2107. Review of Ranking.

If applicants have questions about why they were not referred for a specific vacancy, they should follow the procedures outlined in the Department of Navy's resume recruitment website to obtain answers utilizing the appropriate process available.

2108. Delayed Application.

An Employee on approved leave or official travel during the entire open period of an announcement may file a delayed application, including documentation showing the approved absence, within five calendar days after return, and if qualified, will be considered if the selection list has not yet been referred to the selecting official. Employees are strongly encouraged to maintain a current resume for all open-continuous announcements related to their career goals, to ensure they receive proper consideration while absent from the work place.

ARTICLE 22

DETAILS

2201. Policy.

A detail is a temporary assignment of an Employee to a different position, without change in pay status, for a specified period with the Employee returning to their regular duties at the end of the detail. The parties agree details will be used only for the purpose of meeting temporary needs of the Employer's work program when necessary services can not be obtained by other desirable or practical means, or in conjunction with a formal training program. The use of a detail will not be made to evade or compromise open competitive principles of merit promotion. Except where it is procedurally impossible to do so, temporary promotions will be made in accordance with Article 23 when an Employee is assigned higher level duties. Details will be made in accordance with 5 CFR regulations.

2202. Limits on Details.

Employees may be detailed to positions at their grade or below for a period not to exceed 1 year in increments of 120 days. Employees may be detailed to a higher grade position or to a position with known promotion potential for a period not to exceed 1 year in increments of 120 days; however, competitive promotion procedures must be applied if such details extend beyond 120 days. Details may be extended beyond these time limits only upon regulatory approval. No series of temporary promotions and/or details to higher level positions which would exceed 120 days during the previous 12 months, may be made without following competitive promotion procedures unless the candidate previously held the level of the new position or a higher position in the Federal service.

2203. Selection Criteria.

It is the Employer's policy to assign Employees for work between shops and to temporary duty assignments according to the Employer's analysis of the work, skills, and the qualifications of persons available. Unadjusted seniority listing in reverse order will be used for non-volunteer assignments.

a. First consideration for a detail to a higher-level position will be given to those Employees who have the type of skills necessary to accomplish the work to be performed.

However, firsthand knowledge of the task assignment is recognized as a primary basis for selection regardless of competitive eligibility. The Employer will review the competitive eligible candidates before making selection.

2204. Notice to Employees.

The Employer will inform Employees prior to the assignment, the reason for the detail, the nature of the duties to be performed, and the expected duration unless emergent situations preclude the foregoing. If the expected duration is to be extended, at the Employee's request, consideration may be given to returning the Employee to their former position.

2205. Recording of Details.

Any detail of more than 30 days shall be recorded and maintained as a permanent record in Official Personnel Folders with a copy to the Employee. It is mutually agreed that the requirement for documentation does not apply to Employees moved to a position identical to their own or in the same grade, series and having similar duties as the position to which regularly assigned.

2206. Work Assignments Outside of Normal Trade or Position.

The Employer's right to assign work is acknowledged. The Employer agrees to the following procedure in order to minimize skills erosion and/or other detrimental impacts to the Employees:

At the end of each 120-day period of the assignment, Employees may request in writing to be relieved from that assignment. Such requests will include the reason(s) the request is made. Within 10 working days, the Employer will grant or deny the request in writing. If the request is denied, the Employer will state the reason(s) the reassignment was denied.

ARTICLE 23

TEMPORARY PROMOTIONS

2301. Policy.

Employees assigned non-supervisory duties above the level of their current positions for periods of a pay period or more shall be temporarily promoted to the higher level position. Such temporary promotions will be made in accordance with applicable regulations.

2302. Merit Staffing Principles.

Temporary promotions or a series of temporary promotions will not be made to evade or compromise the Merit Staffing Principles. Employees temporarily promoted, and then returned to their former position, upon expiration of the temporary promotion, shall not lose credit for that time spent in satisfying the waiting period for a Within Grade Increase (WGI) for the position from which temporarily promoted.

2303. Selection Criteria for Unit Positions.

An Employee's knowledge, skills, abilities, and other qualifications as they relate to the specific duties and responsibilities of the position being filled is recognized by the parties as the primary basis upon which selection for temporary promotions will be based.

a. Employees selected for temporary promotions must have competed and be in the qualified group (Section 2105) if:

(1) The temporary promotion will exceed 120 days; or

(2) The Employee has been either temporarily promoted, or detailed to a higher level position (or a combination thereof), for a cumulative total of 120 days in the previous 12 months.

(3) These provisions do not apply if the candidate previously held, on a permanent basis, the level of the position being promoted to or a higher level position in the Federal service.

b. For all other temporary promotions of 120 days or less, first consideration will be given those Employees in the

immediate work area who have competed and achieved eligibility. Second consideration will be given those Employees outside the immediate work area who have competed and achieved eligibility. Third consideration will be given to qualified Employees who have not competed. Details of 30 days or more shall be documented on Standard Form 52 and placed in the Employees Official Personnel File.

2304. BMTC Access to Records.

A BMTC representative, when investigating a complaint, may inspect registers specific to the complaint maintained by the Employer to review temporary promotions as provided by this Article. Such inspections shall be in accordance with applicable laws and regulations. The BMTC representatives who document the above information, automatically share the Employer's responsibility for insuring the privacy of the information.

2305. Pay Considerations.

a. If a unit Employee is assigned to a higher level position for a pay period (a 14 day period) or more, the Employee will be paid at the pay level of the position and a temporary promotion will be made. If the period of the assignment does not coincide with a specific pay period, the pay will be computed for inclusion in the pay period commencing with the effective date recorded on the Notification of Personnel Action (SF-50). Such temporary promotions will be in accordance with applicable regulations.

b. If a unit Employee is assigned to a higher level supervisory position for less than 14 days, the Employee may document the stand-in time and have the immediate supervisor or appropriate management official initial each entry.

ARTICLE 24

EMPLOYEE DEVELOPMENT

2401. Special Training and Development Policy.

The parties agree to encourage training and development of Employees consistent with the needs of the Employer and available resources by either on-the-job training or internal or external formal courses. Employees are responsible for advising management of those training areas for which they wish to receive consideration and/or assistance. Supervisors should be alert to Employees who demonstrate necessity and/or potential for development, provide encouragement, and assist them in attaining training information. Current announcement of the Activities after hour training courses will be posted on unofficial bulletin boards, established electronic media, and/or in the SALUTE sufficiently in advance for interested personnel to apply for or otherwise make known their interest in attending the training.

2402. Selection and Notification of Employees.

a. Employees may apply for acceptance into Activity training and training programs as a result of notice from supervision or other appropriate methods.

b. Employees will be given reasonable notice of their selection for training taking into consideration the preparatory time required by them to make arrangements. Consideration may be given to Employees enrolled in after-hour courses while making selections for off station assignments. Employees may apply for exemption from travel obligations when enrolled in after hour training course(s). Employees should request an exemption prior to the beginning of any after hour course(s) through their chain of command.

c. If an Employee chooses to participate in a home study or a work related self-development course and desires consideration for tuition assistance, they may obtain and submit a training tuition assistance form via their supervisor. The form shall contain information such as a brief description of the content, the rationale or reason the Employee selected the course, and the intended result of the proposed course of study. Subsequent to the processing of the form, the training organization will advise the applicant of whether or not tuition assistance will be provided.

d. Selection for training programs and other training opportunities will be distributed fairly and equitably among bargaining unit Employees.

2403. New Functions.

The parties agree that it is essential to make timely assessment of training needs sufficiently in advance of implementation of changes to provide for a viable work force. When it is recognized to be of mutual benefit of the Activity and the Employee, the Employer agrees to utilize qualified Employees for training which is determined to be necessary for new job ratings or to accommodate changing policies, technology, equipment, or mission assignment. This may not preclude recruiting trained personnel to fill vacancies.

2404. Educational Leave.

Requests for absence (leave without pay) by an Employee for formal training will be provided to the Employer via a Request for Leave or Approved Absence Form (OPM 71). To be considered for such leave, the Employee will be required to justify the absence by showing that the course of training will be of material benefit to the Employer and will better equip the Employee to perform present duties or those at a higher level.

2405. Training Records.

Records of formal training attended by an Employee which were approved and/or required by the Employer will be maintained by the Employer. A copy of the completed training record will be provided to the Employee.

ARTICLE 25

WAGE SURVEYS

2501. Notification to BMTC.

It is agreed the Employer will forward promptly to the proper authorities, requests for wage surveys submitted by the BMTC and will notify the BMTC as soon as possible as to the date such wage surveys will be conducted.

2502. BMTC Participation.

When designated by the Department of Defense Wage Fixing Authority, the BMTC identifies a representative who may be appointed by the employing Activity as the labor member of the local wage survey committee. The employing Activity selects employees to be data collectors, some of which may be selected from the BMTC nominations.

2503. Presentation to Local Committee.

Time allowed during working hours will be granted to not more than three Employees in the unit selected by the BMTC for the purpose of appearing before the wage survey committee in order to make a presentation on behalf of the Employees in the unit in conjunction with a wage survey.

2504. Data Collector's Expenses.

Authorized expenses incurred by data collectors will be reimbursed by the Employer in accordance with Joint Travel Regulations.

2505. Publication of Wage Schedule.

The Employer will publish a complete copy of the new wage schedule in an issue of the SALUTE.

ARTICLE 26

REDUCTION IN FORCE, RE-PROMOTION, AND RELEASE OF SEASONAL EMPLOYEES

2601. Notification.

a. **BMTC Notification.** The Employer agrees to notify the BMTC of the necessity for a Reduction In Force (RIF) as far in advance as practicable and of the reasons therefore. The Employer also agrees to inform the BMTC of the affected competitive levels and the number of Employees affected, as soon as the information is available.

b. **Employee Notification.**

(1) **Permanent Action.** When possible, the Employer shall give unit Employees affected by a RIF a specific written notice 120 full days before the effective date of release. Specific written notice shall be provided no less than 60 full days before the effective date of release. This notice will provide the Employees with the reasons for the RIF, any offer of assignment to another position, and of their appeal rights and time limits. Employees shall have 15 calendar days to accept or reject any offer of assignment to another position identified in their initial specific advance notice. The period of time an Employee has to accept or reject any subsequent offer of assignment during the notice period will be determined by the Human Resources Office dependent upon the length of time remaining until the effective date of the RIF. Failure of an Employee to respond within the time limits shall be considered a declination.

(2) **Furlough for more than 30 days.** An Employee will be given as much advance notice as practical but not less than 10 calendar days, if the Employee is placed on furlough for more than 30 days.

2602. Minimizing Impact of a Reduction in Force.

Efforts will be made to minimize the impact of a RIF by:

a. Counseling and assisting affected Employees in seeking placement opportunities with other Federal agencies or elsewhere in the community; and

b. by counseling interested and eligible Employees on the program for early retirement.

c. By registering all employees on the Re-promotion List at their retained grade level and for all intervening grades above their demoted level and in the pay group of their retained grade for those positions for which they qualify.

2603. Impact of Performance Ratings.

For RIF retention purposes, Employees shall be given credit for annual performance rating(s) of record as permitted by regulations. When an Employee does not have a current performance rating, he/she will be assigned a rating that is the same as that assigned to a majority of the Employees in the bargaining unit.

2604. Re-promotion.

Employees demoted without personal cause and not at their request will be advised in writing of their entitlement (based on retained grade/retained pay) to special consideration for re-promotion. Although not guaranteed re-promotion, the re-promotion of Employees well qualified for the position will be considered before candidates obtained through other available means are reviewed. An individual may receive information concerning that individual's non-selection by calling the Human Resources Office (Code 1110).

2605. BMTTC Access to Records.

When investigating a complaint, the BMTTC Representative of record may inspect applicable RIF records maintained by the Employer. Such inspections shall be in accordance with applicable laws and regulations. The BMTTC Representatives who document the above information automatically share the Employer's responsibility for insuring the privacy of the information.

2606. Release of Seasonal Employees.

Employees are assigned to "seasonal" work schedules to provide a pool of Employees who can be placed in a non-paid status, without the use of furlough or RIF, to deal with periods of lack of work, shortage of funds, and insufficient personnel ceiling. The following describes the process used when the Employer

determines that seasonal Employees must be placed in a non-paid status:

a. The Employer will determine the trades and number of workers who are in excess and the period of time the non-paid status is expected to be required.

b. When the Employer determines that some seasonal Employees must be placed in a non-paid status, the Employer will first seek volunteers from the seasonal Employees in the trades where such excesses exist to be placed in a non-paid status.

c. If there are insufficient seasonal volunteers in affected areas or trades, then seasonal Employees in areas where excesses exist will be selected for non-paid status using "inverse seniority". Selections will be based on service comp date before higher standing Employees of the same title, series, and grades are selected. Ties will be broken alphabetically in descending order. The Employer retains the right to exempt an Employee from release through this method if the Employer has determined that a particular Employee who would otherwise be released possess a unique skill or qualification needed for expected work during the seasonal release period.

d. The BMTC will be notified promptly once the need to place seasonal Employees in a non-paid status is known. This information will include, as a minimum, the organizations, trades, numbers of Employees affected and estimated period of time the non-paid status is expected to last. Employees to be released will be notified a minimum of 10 days before the date of their release.

e. Once the listing of Employees to be released has been developed, the BMTC will be provided that list, including the organization code, title, series, grade, tenure, service computation date of the affected Employees. The Employer will also identify any Employee who is being retained "out of order" because of unique skills, qualifications, or who have volunteered. Upon request, the Employer will identify the specific skills or qualifications that the Employer determined were needed that led to exempting the Employee from release in inverse seniority order.

ARTICLE 27

DISCIPLINARY ACTIONS

2701. Definition and Policy.

a. **Definition.** Disciplinary actions are defined as: Letters of Reprimand and Suspensions of 14 days or less.

b. **Policy.** Discipline should be applied in an objective and timely fashion. Discipline that is imposed will be that which may reasonably be expected to correct the Employee and maintain discipline and morale. Disciplinary actions will only be taken for just cause.

2702. Investigation and Employee Rights.

a. The appropriate supervisor, in making a determination as to whether disciplinary action is warranted, will take into consideration such things as: the nature of the offense, the Employee's past disciplinary record, the Employee's work record, other extenuating circumstances, and the results of any preliminary investigation. In regards to off-duty conduct, the Employer will apply the standard of nexus. As part of its determination in setting the level of the disciplinary action, the Employer shall consider progressive discipline and the Douglas Factors.

b. The Employee, upon request may have BMTC Representation at any preliminary investigatory meeting in which the Employee is present (Article 3). The Employer is responsible for performing a thorough investigation to determine and document the facts.

2703. Notice of Proposed Suspension and Employee Response.

If an Employee is issued a notice of proposed suspension of 14 days or less, the Employee will be permitted 10 working days to respond in person and/or in writing to the person designated in the notice of proposed suspension. An Employee who desires representation while making a personal reply to a proposed suspension may be represented by a BMTC Representative. If requested, the appropriate official shall hold a meeting with the Employee, and representative if appropriate, for the purpose of discussing the matter. Consideration will be given to any response (in person or written) presented by the Employee(s) or their representative in reply to the written notice of proposed

suspension. Any such response is not a hearing, but rather the Employee's opportunity to state the reasons why the proposed action should be reduced or not taken. Upon request of either the Employee or the representative, the Employer will make available for review the information relied upon as a basis for the proposed suspension. A copy will be provided upon request.

2704. Notice of Decision and Appeal.

When an Employee is issued a decision letter on a suspension of 14 days or less, the Employee will have the right at that time to file a grievance (per Article 30). If an Employee chooses to grieve the Employer's decision, disciplinary actions that result in an Employee pay loss will be delayed until the final Employer grievance decision is issued. Once the grievance procedure is exhausted or if the Employee elects not to pursue, the employee will be notified of the final decision.

Once an Employee is issued a final decision on a suspension of 14 days or less, the decision shall be delivered to the Employee at least 2 workdays prior to the effective date of the action. The Employer is relieved of the two workdays notice provision if the Employee is absent from work at the time of notification. The Employer will deliver the decision notice at the earliest opportunity by the most advantageous method possible. The effective date of the action shall not be sooner than the next regularly scheduled workday.

When a steward of record is designated, an electronic copy of the decision letter will be sent to the Chief Steward of that affiliate at the same time that it is sent to the Shop/Code.

2705. Notification to the BMTC.

In all cases of written disciplinary action taken by the Employer against a unit Employee, the BMTC will be notified by a copy of that action after five full working days from the day the Employee receives the action unless the Employee certifies in writing that the BMTC shall not be notified. All disciplinary actions will contain the statement "Contact the BMTC if representational assistance is desired".

ARTICLE 28

ADVERSE ACTIONS

2801. Definition and Policy.

a. **Definition.** Adverse actions are defined as: Removal; suspension for more than 14 days; furlough without pay for 30 days or less; and reduction in grade or pay. These actions are processed under Part 752 of OPM regulations. Actions which are not covered by Part 752 of OPM regulations are identified in 5 CFR 752.401 (b).

b. **Policy.** Adverse action shall be taken against an Employee only for such cause as will promote the efficiency of the service.

2802. Investigation and Employee Rights.

a. The appropriate supervisor, in making a determination as to whether or not adverse action is warranted, will take into consideration such things as: The nature of the offense, the Employee's past employment record, other appropriate factors, and the results of any preliminary investigation. The Employer, as part of its determination of the level of the adverse action, when dealing with Employee misconduct, will consider past disciplinary action and the Douglas Factors.

b. The Employee, upon request may have BMTC representation at any preliminary investigatory meeting in which the Employee is present (see Article 3).

2803. Notice of Proposed Adverse Action and Response.

If an Employee is issued a notice of proposed adverse action, the Employee will be permitted 10 working days to respond in-person and/or in writing to the person designated in the notice of proposed action. An Employee who desires representation while making a personal reply to a proposed action may be represented by a BMTC representative. If requested, the appropriate official shall hold a meeting with the Employee and representative, if appropriate, for the purpose of discussing the matter. Consideration will be given to any response (in-person or written) presented by the Employee(s) or their representative in reply to the written notice of proposed adverse action. Any such response is not a hearing, but rather the Employee's opportunity to state the reason(s) why the

proposed action should be reduced or not taken. Upon request of either the Employee or the representative, the Employer will make available for review the information relied upon as a basis for the proposed action. A copy will be provided upon request.

2804. Immediate Removal and Election to Appeal.

a. In accordance with applicable law and regulation, immediate removal may be deemed necessary for the safety of other Employees, security considerations or protection of plant or ships' equipment.

b. At the option of the Employee and as allowed by law and regulation the Employee may elect to appeal an adverse action either to the Merit Systems Protection Board or through the Negotiated Grievance Procedure, but not both.

2805. Notice to BMTC.

In all cases of proposed/final adverse actions taken by the Employer against a unit Employee, the BMTC will be notified by a copy of that action after five full working days from the day the Employee receives the action unless the Employee certifies in writing that the BMTC shall not be notified.

ARTICLE 29

EEO AND DISCRIMINATION COMPLAINTS

2901. Policy.

It is the Employer's policy that decisions on employment matters shall be based solely on merit and fitness. Discrimination on the basis of race, color, religion, sex, national origin, age, or non-disqualifying mental or physical handicapping condition is prohibited. The BMTC supports and endorses this equal opportunity policy. The parties recognize and accept responsibility for soliciting, encouraging, and developing ideas and programs which will lead to the goal of a totally integrated work force.

2902. Discrimination Complaint Definition.

A discrimination complaint is one which alleges discrimination on the basis of one or more of the following:

- a. Race;
- b. Color;
- c. Religion;
- d. Sex;
- e. National Origin;
- f. Age;
- g. Physical Handicap; or
- h. Mental Handicap.

2903. Statement of the Parties.

The Employer and the BMTC recognize and endorse the importance of bringing to light and adjusting promptly any acts of prohibited discrimination. The initiation of a discrimination complaint in good faith by an Employee should not cast any reflection on the Employee's standing, loyalty, or desirability to the Employer. The parties agree complaints alleging acts of prohibited discrimination should be resolved at the lowest

possible levels. To this end, the Employer will continue to endorse an Affirmative Employment Plan (AEP).

2904. Employee Election for Complaint Processing.

Prior to electing either of the procedures identified in this section, Employees have the right to consult with a BMTC representative (Section 0302) and/or a Human Resources Specialist (Code 1110).

a. **Employee Election.** Employees have the right to seek resolution of alleged discrimination through either but not both of the following:

- (1) Negotiated Grievance Procedure (Article 30)
- (2) EEO Complaint Procedure

An Employee shall be deemed to have made this election at such time as the Employee has filed a written grievance under Article 30 or has submitted a signed statement requesting informal resolution to the Employer (Code 1110). Once made, this election may not be changed.

b. **Complaint Processing.** In order for the Employee's election to be timely, the written grievance (Article 30) or complaint (EEO Procedure) form must be submitted within 45 calendar days of the alleged discrimination act or the date the Employee became aware or should reasonably have been aware of the alleged discrimination. Allegations of discrimination which are submitted under the Negotiated Grievance Procedure may not include other matter(s) not directly related to the alleged discrimination, which the Employee was or should reasonably have been aware of, unless the matter(s) are raised in accordance with the time frame provisions of Sections 3005.a.(1) or (3).

2905. Employee Representation.

Employees may be represented by the BMTC in the submission of a complaint through the Negotiated Grievance Procedure, or may be represented by an individual of their own choosing when pursuing the complaint through the EEO complaint procedure.

ARTICLE 30

GRIEVANCE PROCEDURE

3001. Purpose.

a. **Coverage.** The Employer and the BMTC agree that all Employees in the unit will be treated fairly and equitably. For the purpose of this Article the written Agreement is defined in all Articles of this Agreement and any Appendices and Addenda thereto. Except as provided for in the Act, the procedures specified in this Article are the exclusive procedures available to Employees, the Employer and the BMTC for resolving grievances which fall within its coverage.

b. **Statement of the Parties.** The Employer and the BMTC recognize and endorse the importance of bringing to light and resolving concerns promptly and at the lowest possible level. To that end, Employees who feel that they have been aggrieved, are first encouraged to address their concerns with their immediate supervisors at the earliest opportunity. These meetings may include a representative from the appropriate BMTC affiliate as well as an Employer representative. Matters not raised or resolved through this informal effort may be raised through this grievance procedure, if otherwise covered (see 3002). The Employer and the BMTC mutually retain the right to join similar issues from the same or separate parties for the purpose of conducting a single grievance hearing. The initiation of a grievance in good faith by an Employee should not cast any reflection on the Employee's standing, loyalty or desirability to the Employer, nor should the grievance be considered as a reflection on the supervisor or representative.

c. **Definition.** For the purpose of this Article, a grievance is defined as: Any complaint (except as defined in the Exclusions)

(1) By an Employee concerning any matter relating to the employment of the Employee; or

(2) By the BMTC concerning any matter relating to the employment of any Employee; or

(3) By an Employee, the BMTC, or the Employer concerning:

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

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

(4) An "On Behalf Of" Employee Grievance is defined as any grievance filed by a BMTC representative to which the named Employee(s) is not signatory and which is specific to the named Employee(s).

(5) A BMTC or Employer Grievance is defined as a complaint which is not identifiable to a specific individual Employee but is the result of an action by either party that significantly affects the provisions of this written Agreement.

3002. Exclusions.

This procedure shall be the exclusive procedure for resolving grievances, which fall within its coverage. The following are matters excluded from the Negotiated Grievance Procedure; however, there may exist other appeal procedures provided by law or regulation (i.e. EEO (Article 29), Merit Systems Protection Board, Office of Special Council):

a. Any claimed violation of Subchapter III of Chapter 73 of Title 5 USC (related to prohibited political activities).

b. Retirement, life insurance, or health insurance.

c. A suspension or removal under 5 USC 7532 (National Security reasons).

d. Any examination, certification or appointment.

e. Classification of any position, which does not result in the reduction in grade or pay of an employee.

f. Separation of probationary Employees and termination of temporary Employees. (Prior to the removal, the department head/division head or designee may meet with the appropriate BMTC representative to hear reasons why the Employee should not be removed.)

g. Non-selection under the Merit Staffing Program or other type of placement/recruitment programs.

- h. Receipt of or failure to receive awards.
- i. Any position determined by the federal courts as a testing designated position under the drug-free workplace program.
- j. Proposed actions will not be grievable until a decision is made to enact.
- k. Matters that have been submitted to the Merit Systems Protection Board, Federal Labor Relations Authority, or Equal Employment Opportunity Commission for adjudication.
- l. Class action EEO complaints.
- m. Position classification or job grading appeals (see Article 19).
- n. Termination of retained grade or pay under Section 5366 (c) of Title 5 USC (declining a reasonable job offer where "saved pay" is a consideration).

3003. Appeal Options.

Employees have the right to choose between this negotiated grievance procedure or a statutory procedure (i.e. MSPB, OSC, EEO) when:

- a. appealing an adverse action under 5 CFR 752 (suspensions, removals, or change to lower grade);or
- b. appealing an action based on unacceptable performance under 5 CFR 432, (performance based action);or
- c. pursuing a formal discrimination complaint under 29 CFR 1614. (EEO, see Article 29)

An Employee shall be deemed to have exercised that option at such time as the Employee timely files an appeal or complaint under the applicable appellate procedures or timely files a grievance in accordance with provisions of this Article, whichever occurs first.

3004. Non-Meritorious Grievances.

Nothing in this Agreement shall be so interpreted as to require the BMTC to represent an Employee if the BMTC considers the grievance to be invalid or without merit.

3005. Submission of Grievances.

a. Time Limits

(1) Grievances of adverse actions (removal, suspensions for more than 14 days, furlough of 30 days or less, and reduction in grade or pay), must be submitted within 30 calendar days from the effective date of the action.

(2) Grievances concerning allegations of prohibited discrimination must be submitted within 45 calendar days of the alleged discrimination act, or the date the Employee became aware or should reasonably have been aware of the alleged discrimination. In no event may an Employee file a grievance under this procedure once the Employee has submitted a signed statement requesting informal resolution of the alleged discrimination matter to the Employer (Code 1110) (see Article 29). Allegations of discrimination, which are submitted under the Negotiated Grievance Procedure, may not include other matters, which the Employee was or should reasonably have been aware of unless those matters are raised in accordance with the time frames of Section 3005.a.(1) or 3005.a.(3).

(3) All other grievances must be initiated within 15 working days from the occurrence of the matter out of which the grievance arose or the time the aggrieved party or Employee became aware of, or should reasonably have been aware of, being aggrieved. An extension of time limits may be mutually agreed to.

(4) Grievances presented outside of the time limits mentioned in this Article, will only be filed if the evidence provided to the Employer (Code 1110) shows that extenuating circumstances support filing outside the time limits. Unfamiliarity with the specific provisions of this Agreement shall not constitute a basis for extension of these time limits. Issues being grieved as recurring shall be done in accordance with current law and regulation.

When a dispute of time limits or grievability arises, the Employer's decision may be limited to a statement on the

Grievance Form that the matter is not timely/not grievable and include an explanation. If the BMTC disagrees with the Employer, the BMTC President may request, in writing within 10 working days of receipt of the Employer's decision, confirmation from the Employer (Code 1110) of the timeliness/grievability position. The original Grievance Form will be attached to the BMTC President's request. The Employer (Code 1110) will consider any extenuating circumstances presented and will issue a written response within 10 working days to the BMTC President.

If the Employer (Code 1110) accepts the extenuating circumstances, the grievance will proceed.

If the Employer (Code 1110) does not accept the extenuating circumstances and the BMTC continues to disagree with the Employer's position, the BMTC may request to arbitrate the timeliness/grievability of the issue in accordance with Article 31. If mutually agreed to by both parties, the decision on the timeliness/grievability of the issue and the merits of the issue may be consolidated into one arbitration hearing.

A decision by the Employer on the timeliness/grievability of a grievance shall not be a basis on which to pursue the grievance to arbitration on its merits.

b. In dealing with matters, which arise while on TDY assignments, Employees shall promptly discuss those matters with the appropriate supervisor. In the event there is no supervisor from the Activity assigned to the TDY, the Employee should bring the matter to their Shop or Code's designee's attention. If after such a discussion has occurred and the Employee elects to file a written grievance, the time limits provided in this article shall apply beginning on the first full workday of the Employee's return to the Activity.

3006. Representation.

Employees may choose whether they want to be represented by the BMTC in the processing of their grievance. Employees who desire BMTC representation should contact their Supervisor. The Supervisor will then contact the Chief Steward for the appropriate jurisdiction prior to the end of the following shift. Employees who do not wish to be represented by the BMTC may utilize the grievance procedure without a representative, but they may not choose to be represented by another Union outside the exclusive, an attorney, or any other party. Employees may present a grievance without BMTC involvement, but

the BMTC will be notified and permitted to be present at Employer-Employee grievance meetings and the settlement must be consistent with this Agreement.

Official time granted to the representatives to perform authorized functions may only be used to represent Employees of the Activity.

Overtime or any other form of remuneration will not be paid to the grievant or the grievant's representative.

3007. Content.

All grievances shall be reduced to writing on the appropriate form supplied to the BMTC by the Employer. The grievance form shall contain, as a minimum, the following details: The name, badge number, Shop/Code, the BMTC's grievance control number, shift assignment, and position title of the Employee, a statement of the specific nature of the matter being grieved in relation to the Employee; time and date of the action or incident giving rise to the grievance; the Agreement provision, rule or regulation alleged violated, if applicable; the desired corrective action personal to the Employee; the Employee's election to have representation or to seek direct adjustment; and the signature(s) of the Employee and the appropriate representative (if representation is elected). Except for completion of a required signature block, a grievance form deficient in required details will be returned to the Employee (representative, if an "On Behalf Of" grievance) for inclusion of additional information. The Employee will have three workdays from the date of receipt of the grievance form to have it completed and resubmitted to the appropriate Management or Administrative Official. If a signature is required, the appropriate individual will sign the applicable block and immediately return the grievance form to Management.

3008. Grievance Procedure.

a. Prompt action by supervisors may resolve potential grievances. Supervisors and Employees are encouraged to establish and maintain a relationship which will reduce the need for grievance submissions. It is most important as well as prudent that the immediate supervisor, as well as all other levels of management involved in the grievance procedure, have the authority to resolve the grievance at each step.

In as much as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be misconstrued as reflecting unfavorably on an Employee's or Supervisor's good standing to the organization.

The Employee, BMTC representative and Management should meet informally in order to settle the grievance in question at the lowest level possible.

The following steps apply when an Employee initiates a grievance:

Step 1. An Employee or BMTC Representative shall submit the grievance in writing on the appropriate form to the grievant's immediate supervisor. The Employee, BMTC representative and immediate supervisor shall meet within five working days in order to settle the grievance in question at the lowest level possible and the immediate supervisor shall issue a written decision within five working days of the meeting.

Step 2. If not resolved at Step 1, the grievance form shall be presented to the second level supervisor or designee within five working days of receipt of the immediate supervisor's decision. The second level supervisor or designee shall meet with the grievant and BMTC Representative within five working days of receipt of the form. The second level supervisor or designee shall issue a written decision within 10 working days of the meeting.

Step 3. If not resolved at Step 2, the grievance form shall be presented to the third level supervisor or designee, within five working days of receipt of the second level supervisor's decision. The third level supervisor or designee shall meet with the grievant and BMTC Representative within 10 working days of receipt of the form. The third level supervisor or designee shall issue a written decision within 15 working days of the meeting. Attendance at the Step 3 meeting shall normally be limited to the grievant, the Representative of record, third level supervisor or designee, and Employer representative.

Note: Subject Matter Experts and witnesses may appear at any step of the grievance procedure when needed and mutually agreed upon. Any representative of management or the union will be allowed to attend any grievance meeting upon approval of the other party to the grievance. At any stage of the grievance procedure the use of Alternative Dispute Resolution or Mediation

to reach an agreed upon resolution may be considered, if both parties agree.

b. If the BMTC or Employee fails to meet the time frames of the grievance procedure, the Employer will consider the grievance withdrawn. If the Employer fails to meet the time frames of the grievance procedure, the grievance will automatically be moved to the next higher step. All time frames may be extended at the request of the BMTC or the Employer. No grievance may proceed to arbitration absent a written final step decision on the merits of the matter from the party to whom the grievance was presented.

c. If the final written decision does not resolve the matter, the BMTC may invoke arbitration within 60 calendar days in accordance with the provision of Article 31 of this Agreement.

3009. Grievance Information.

Disciplinary Actions. Disciplinary actions are defined as reprimand to 14-day suspension.

a. **Reprimands.** For all shop/codes, the grievance process will start at the level above the manager who issued the reprimand (typically, the 2nd level supervisor). If the grievance is not resolved, it will be presented to the 3rd level supervisor at the final step.

b. **Suspension (1-14 days).** For production (Codes 900/700/300), the grievance will start at the level above the manager who issued the decision (typically the 3rd level supervisor). If the grievance is not resolved, it will be presented to the 4th level supervisor at the final step. For all other codes the grievance will be presented at the final step to the 3rd level supervisor.

Adverse Actions. Grievances of Adverse Actions (removals, suspensions of more than 14 days, furloughs of 30 days or less, or reduction in grade or pay) will be submitted to Human Resources Office (Code 1110). Code 1110 shall appoint an appropriate Management Official to hear the grievance at the third and final step.

Employees may elect to appeal adverse actions either to the Merit Systems Protection Board or through the Negotiated Grievance Procedure, but not both.

Stays. Adverse actions (excluding removals) and disciplinary actions that result in Employee loss of pay, will be delayed until the final grievance decision is issued by the Employer.

Letters of Caution or Letters of Requirement. Grievances concerning Letters of Caution or Letters of Requirement shall begin with the Management Official who issued the letter(s) and at the step level of the Grievance Procedure, which corresponds with that Management Official.

3010. BMTC (Council) or "On Behalf Of" Grievance Procedure.

a. The BMTC shall submit its statement of the grievance on the appropriate form to Code 1110 in accordance with the timeframes outlined in Section 3005. Within five working days of receipt of the grievance, Code 1110 shall schedule a meeting for the purpose of discussing the matter. The initial meeting shall occur within 15 workdays of receipt of the grievance unless mutually agreed to by the parties. The individuals present at these meetings shall be the signatory Chief Steward, a Code 1110 representative, a Shop/Code management official involved in the issue at hand, and appropriate representatives of the Employer. The BMTC President may attend any or all of these meetings. If a follow-on meeting is required, Code 1110 will schedule as appropriate. Code 1110 shall issue the decision in writing and return it to the BMTC within 15 working days of the final meeting or no later than an agreed upon date. Timeframes may be extended at the request of the BMTC or the Employer.

b. The failure of the BMTC to meet the timeframes shall be construed by the Employer to mean that the grievance is withdrawn. Timeframes may be extended at the request of the BMTC and the Employer. A decision by the Employer on the timeliness of a grievance shall not be a basis on which to pursue the grievance to arbitration on its merits.

c. In pursuing BMTC grievances the statement of the grievance must contain as a minimum, the specific nature of the grievance as related to the nature of the action which caused the grievance; the desired corrective action which is specific to the BMTC, but in no event specific to an individual Employee; and the specific Agreement provision alleged violated.

3011. Employer Grievances.

a. The Employer shall submit its statement of the grievance on the appropriate form to the BMTC in accordance with the time limits outlined in Section 3005. The Employer shall submit the grievance to the BMTC President. Within five working days of receipt, the parties shall schedule a meeting for the purpose of discussing the matter and exploring appropriate resolution, if any. The initial meeting shall occur within 15 workdays of receipt of the grievance unless mutually agreed otherwise by the parties. If the matter is unresolved due to the need of either party to seek additional information, another meeting will be scheduled. The individuals present at these meetings shall be the BMTC President, a Chief Steward, and appropriate representatives of the Employer. The BMTC's decision regarding the Employer's grievance shall be in writing on the appropriate form and returned to the Employer within 15 working days of the final meeting or no later than an agreed upon date.

b. The failure of the Employer to meet the above time limits shall be construed by the BMTC to mean that the grievance is withdrawn. Time limits may be extended at the request of the BMTC or the Employer. A decision by the BMTC on the timeliness of a grievance shall not be a basis on which to pursue the grievance to arbitration on its merits.

3012. Access to Records.

A party shall, upon request of the other party, permit inspection and reproduction of pertinent records without charge, in so far as permissible without violating laws, government wide regulations, and agency policies in existence at the time this agreement was approved and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities.

3013. Employee Election on Discrimination Complaints.

An Employee may elect to process an individual discrimination complaint either through the EEO Complaint Procedure or through the Negotiated Grievance Procedure, but not both. Grievances alleging prohibited discrimination will begin at the step level of the Grievance Procedure immediately above the level of the Alleged Discriminating Official (ADO) at the corresponding step of the Grievance Procedure. If the ADO is the Superintendent or Division Head, or is outside of the grievant's parent Department, the grievance shall be submitted to the Human

Resources Office, Code 1110, at the final step. Code 1110 shall appoint an appropriate Management Official to hear and decide the grievance. Appeals through the Negotiated Grievance Procedure shall be processed in accordance with Articles 29 and 30. Class action EEO complaints shall be processed through the EEO Complaint Procedure only.

3014. Direct Adjustment of Grievances.

Any Employee in the unit may present a grievance to the Employer and have them adjusted without the intervention of a BMTC representative so long as the adjustment is not inconsistent with the terms of this Agreement. Such grievances shall be submitted to the appropriate Management Official. All provisions contained in this Article relating to grievances and processing thereof shall apply to the procedure of direct adjustment, except that the Employee shall not be permitted representation. The Grievance Form shall be annotated "Direct Adjustment". Once the Employee has elected to seek direct adjustment, the Employee may not subsequently receive representation on that grievance. Direct Adjustment grievances shall not be processed to arbitration.

3015. Distribution of the Grievance Form.

Upon completion of each step of the Negotiated Grievance Procedure, the Grievance Form will be processed as follows:

- a. The original form will be given to the grievant;
- b. A copy shall be forwarded to the BMTC representative recorded on the form;
- c. Two copies shall be forwarded to the Human Resources Office (Code 1110). One copy of which will be forwarded to the BMTC by the Human Resources Office;
- d. A Copy shall be retained by the administrative office of the Shop or Code involved.

ARTICLE 31

ARBITRATION

3101. Submission.

The parties agree that prior to considering arbitration every effort shall be made to resolve grievances in house, and will direct their resources towards achieving that goal. If such efforts fail, the grievance may, upon written request of the party desiring arbitration, be referred to arbitration. Such written request must be submitted not later than 60 calendar days following the date of the final step grievance decision. The Employer recognizes that extensions of timeframes may be necessary to allow time for internal BMTC processes and will grant extensions where warranted. In addition to these efforts, the parties will jointly explore settlement of the grievance at the pre-arbitration conference.

3102. Authority to Invoke.

Arbitration may be invoked only by the BMTC or the Employer. Arbitration on an Employee grievance may be invoked only by the BMTC. Arbitration concerning an Employer or Council grievance may be invoked by the party initiating the grievance. Arbitration may not be invoked on Employee grievances, which have been submitted for direct adjustment.

3103. Selection of an Arbitrator.

In January of each year, the parties shall mutually request a list of qualified arbitrators from the Federal Mediation and Conciliation Services (FMCS).

This list shall be comprised of all arbitrators in geographical areas from the FMCS regional arbitration map. Each party shall pick two (2) regions from the list of eight (8) existing regions, for a total of not to exceed four (4) regions. When either the BMTC or the Employer confirms receipt of the other party's intent to arbitrate, via receipt stamped copy of official letter, the following process shall be used to select an arbitrator for each arbitration. An extension of time limits may be mutually agreed to, in writing, between the Code 107

Department Head and BMTC President at any stage of the following process-

a. Each party shall select ten (10) arbitrators of their choice from the FMCS list and make a list of names. The names will be listed in no particular order. The parties will exchange their list of names on or before the 15th working day. The exchange will normally be done by email.

b. Once the names have been exchanged, both parties shall be given fifteen (15) working days to research the other party's list of names. On or before the 15th working day from the date the names were exchanged the arbitrator selection process will be as follows:

(1) The parties will strike eight (8) of the other side's names from a list of ten (10) names.

(2) Each party will then submit one of their remaining names to be drawn from a hat.

(3) One name will be drawn and selected for arbitration.

(4) If in the event the chosen arbitrator is unable to arbitrate then steps 2 and 3 will be repeated.

If after exchanging lists it is discovered that both parties have two (2) or more of the same names on the list, and if both parties agree, the primary and secondary arbitrator may be selected from the similar names.

If either party fails to meet a deadline in (a) or (b) the other party will select the arbitrator of their choice and proceed to (c) within five (5) working days.

c. It is agreed and understood that the selected arbitrator will be contacted on or before the 7th working day from arbitrator selection by Code 107 via letter concurred with by BMTC for the purpose of establishing availability of the arbitrator.

d. On or before the 7th working day of receiving

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availability dates, the BMTC and Code 107 will agree on a date and Code 107 will notify the arbitrator of the selected date.

e. At any step in the process if there has been no action by the party that invokes within thirty (30) working days of a deadline, the arbitration will be considered withdrawn.

3104. Submission Statement.

a. Prior to the pre-arbitration conference, each party will endeavor to outline its case to the other party. Matters that may be discussed include witnesses, exhibits, stipulations, and affidavits or depositions which either party intends to introduce.

b. Following selection of the arbitrator and indication of availability, the parties may prepare a joint letter submitting the issue in dispute on which arbitration is sought if the parties have agreed on the issue. The letter shall present, in question form, the matter on which arbitration is sought. The letter shall outline the Agreement provisions governing the arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied by any documents that the parties mutually agree should be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Other materials may be submitted as mutually agreed. Further, if the parties are mutually agreed, the entire matter may be submitted to arbitration for review without hearing.

c. If the parties are not in agreement, either party may submit separate letters of submission. Any submissions to the arbitrator will be supplied to the other party on the same day submissions are forwarded to the arbitrator.

d. Submissions will be via hard copy, sent by certified or registered mail by mutually agreed time frames.

3105. Pre-arbitration Conference.

A pre-arbitration conference will be held at least 30 work days prior to the scheduled hearing if either part so requests. The purpose of the pre-arbitration conference is to give the activity and BMTC one final opportunity to resolve the dispute without intervention. Attendance at the meeting will be limited

to the Employee grievant, if applicable, the Chief Steward and an equal number of management officials representing the Employer.

3106. Arbitration Hearing.

The Arbitration hearing will be held during the standard day shift of the standard workweek. Upon the request of either party, or the arbitrator, the arbitration proceedings will be recorded. In those cases where one or more unit Employees, who are witnesses for the arbitration, are located off-station because of TDY or permanently stationed at locations that would require travel to attend the arbitration, the parties agree that testimony by video teleconference is an acceptable alternative to live testimony. If that cannot be arranged, testimony by telephone may be permitted by mutual agreement. In any arbitration where the Employer determines it will pay to bring one or more of the Employer's witnesses back to testify in person at the arbitration, the Employer agrees to also pay for travel to allow an equal number of BMTC witnesses to likewise testify in person at the arbitration. Post hearing briefs may be submitted by either party.

The fees and expenses of the arbitrator, the cost of reporting and transcribing the proceedings, and other incidental costs incurred by the Employer shall be borne equally by the parties.

The BMTC representative, if an Employee of the Activity, who will act as the arbitration spokesperson for the BMTC, shall be permitted a reasonable amount of time allowed to prepare for the presentation of the BMTC's position to the arbitrator.

3107. Decision.

The arbitrator will be requested to render a decision within 30 days of the conclusion of the hearing, unless the parties otherwise agree. The arbitrator shall not change, modify, alter, delete, or add to the provisions of the Agreement, as such right is the prerogative of the parties only. The arbitrator shall not interpret this Agreement in such a way as to be inconsistent with law, rule, or regulation. The arbitrator will have the authority to interpret this Agreement to apply it to the particular case under consideration; to modify penalties imposed as disciplinary/adverse action; and to award reinstatement of back pay and benefits consistent with the provisions of law and regulation.

3108. Award.

The arbitrator's award shall be binding on the parties; however, either party may file exceptions to an award with the Federal Labor Relations Authority (FLRA), under regulations prescribed by the FLRA. If either party decides to take exception to the arbitrator's award, or to seek advice or guidance from higher authority on implementation of the award, they will notify the other party. Such notice may be subsequent to the exception or request for guidance.

ARTICLE 32

PARKING

3201. Policy.

PSNS&IMF parking shall be governed by the Naval Base Kitsap Parking Instruction. When the Employer receives notification of any intended change to the instruction, the BMTC will be notified and given an opportunity to invoke any bargaining rights that may exist prior to implementing any such change. The BMTC will have eight reserved spaces at the Bremerton site.

ARTICLE 33

CIVIC RESPONSIBILITIES

3301. Court Leave.

In the event an Employee is called for jury duty or is summoned to appear as a witness in a court case in a non-official capacity where either the Federal, State or local Government is a direct party to the proceedings, the Employer will pay the Employee at the basic rate for the time lost from the Employee's basic work schedule for such service. If an Employee is called for jury or witness service the Employee shall promptly notify the Employer in order that arrangements may be made for court leave to cover the absence from the Activity. The Employee will present the Employer satisfactory evidence of the time served on such duties.

3302. Voting.

The Employer and the BMTC recognize that Employees are encouraged to exercise their right to vote. In unusual circumstances where shift or job assignments preclude an Employee from voting, administrative excused leave will be made in accordance with applicable regulations.

3303. Charities.

The Employer and the BMTC mutually agree that the Employees in the unit will be encouraged to participate in charity drives endorsed by higher authority for solicitation in the Activity. In no instance shall the Employer or the BMTC exercise pressure on an Employee to contribute to a charity to which an Employee does not wish to contribute, nor will any reprisal action be made against an Employee who refrains from contributing.

3304. Search and Rescue.

Employees who are official members of an organized emergency organization; e.g., Search and Rescue, Volunteer Fire Departments, etc., may be granted up to a maximum of 5 days (40 hours) administrative leave per year for actual emergencies. An emergency is defined as a situation in which immediate action is required to abate an imminent threat to life or property. Authorization will be subject to an agreement between PSNS & IMF and the governmental agency that requests and directs their participation.

ARTICLE 34

PUBLICITY

3401. BMTC Bulletin Boards.

The Employer agrees to provide space in each Production Shop and Department for installation of BMTC bulletin boards for the exclusive use of the BMTC and its affiliates. The bulletin boards will be provided and installed by the Employer at a location mutually agreed upon by the Shop Head and the Chief Steward. In addition, the Employer agrees to provide space for five additional bulletin boards at inside locations mutually agreed upon by the BMTC President and the Employer (Code 1110). The bulletin boards will be approximately two feet by three feet in size or some other size mutually agreed upon by the parties.

3402. Newsletter/Bulletin Holders.

The BMTC shall be allowed a reasonable number of newsletter/bulletin holders at mutually agreeable locations within any work area under BMTC jurisdiction.

3403. Posting and Distribution of Material by BMTC.

The BMTC may post notices on BMTC bulletin boards of labor meetings, recreational or social affairs, ULP settlements within the agreed upon posting boundaries, final results of clarifying discussions and/or bargaining, elections and results of elections, and other information of general interest without individual screening by the Employer.

The BMTC will provide a copy of other material(s) such as periodic newsletters and bulletins issued by the BMTC/Affiliate(s) to a person designated by the Shop Head, Code 1110, or the Executive Officer prior to posting on BMTC bulletin boards or distribution in newsletter/bulletin holders. The BMTC agrees (and shall instruct its representatives) to post BMTC/Affiliate material only on BMTC bulletin boards unless other arrangements are approved in advance by an appropriate management official. To this end BMTC representative(s) are encouraged to remove BMTC/Affiliate material improperly posted when such material is observed by the representative(s). The BMTC shall exercise extreme care and caution in reviewing material to be posted to insure that it does not contain partisan political statements or endorsements, material

inconsistent with Equal Employment Opportunity objectives, or matter(s) defamatory to any individual Employee, organization, or the Federal Government. The Employer reserves the right to remove BMTC/Affiliate material which is posted in unauthorized areas. Disputes over the posting of material shall be cause for consultation between the parties. Deliberate violation(s) of the provisions of this section may be cause for administrative action(s) by the Employer.

3404. BMTC Announcements in SALUTE.

The Employer agrees to provide space in the SALUTE for news submitted by the BMTC provided:

a. Such items are not considered by the Employer to be objectionable to other organizations.

b. Such items meet the criteria of applicable regulations.

c. Space shall be limited to two columns and must be submitted at least six days prior to the publishing date. Approval or disapproval of such items will be made promptly after submission by the BMTC.

ARTICLE 35

COMMITTEE ASSIGNMENTS

3501. BMTC Participation on Committees.

The Employer agrees to consider appointing persons nominated by the BMTC to boards and committees to include, but not limited to:

- a. Employee Service and Shop/Office Recreation Committees.
- b. Incentive Award Committee.
- c. Safety Committees.
- d. Labor Management Partnership Council (LMPC).

The Employer agrees to BMTC representation on any Board or Committee established where both parties agree that they have a mutual interest to the extent that the union's involvement on any committee does not involve managements deliberative processes.

3502. Nomination and Appointment Procedure.

The Employer will consider appointing a person(s) from those nominated by the BMTC and submitted by the BMTC President. The BMTC has the right to make re-nomination as required; however, new members shall be kept to a minimum in the interest of continuity of the Committees and Boards.

3503. General Provision.

In accordance with the provisions of Article 6, the BMTC will provide to the Employer (Code 1110), an official listing of all committee assignments. A courtesy copy will be provided to the committee members parent Shop/Code, concerning committee assignments for that member.

ARTICLE 36

JURISDICTION

3601. Policy.

The matter of the jurisdictional boundaries between and among crafts is recognized by the Employer as a concern among the various unions affiliated with the BMTC. The Employer agrees to receive and consider recommendations from the BMTC on the matter of jurisdictional boundaries between the crafts.

3602. Assignment of Work.

a. In the case of new work, where in the opinion of the Employer there is reasonable doubt as to the respective jurisdictional claims of the crafts, the Employer, without interfering with the progress of work, will notify the President of the BMTC in accordance with Article 38.

b. When, because of workload or other reasons, the Employer proposes to issue significant job assignments contrary to trade lines common to the craft in the Activity, the Employer will notify the President of the BMTC in accordance with Article 38.

3603. Trade Assistance.

Declining or increasing workload, or scheduling and completion deadlines, may require the assignment of Employees to work outside their normal craft or trade. To support this, workers may be trained to assist other trades or crafts. When appropriate, the Employer will request volunteers to receive this additional training. It is understood, however, that circumstances may require the training and assignment of Employees other than, or in addition to, volunteers to perform assist work other than that of their original trade or craft. In the event that an insufficient number of volunteers are found, Employees will be assigned based upon the seniority list in reverse order. The BMTC President will be notified of any new plan for such temporary assist training assignments; the Employer will consult with the BMTC upon request before effecting such a plan.

3604. Contracting Out and Reassignment of Work.

It is recognized that contracting out or reassignment of work normally and historically performed by the unit is of concern to

Employees of the unit. The Employer will notify the BMTC prior to contracting out and reassigning work that may adversely impact unit Employee(s). The BMTC may invoke the provisions of Article 38.

3605. Disputes.

If, in the opinion of the BMTC, the Employer assigns work contrary to trade lines common to the craft, the President of the BMTC will notify the Employer in accordance with Article 38.

3606. Time Allowed.

Reasonable time will be allowed for BMTC Representative(s) to discuss trade assignments within the bounds of the preceding sections, in accordance with Article 6.

ARTICLE 37

PROVISIONS OF LAW AND REGULATIONS

3701. Impact of Law or Regulations.

It is agreed and understood by the Employer and the BMTC that nothing in this Agreement shall be so interpreted as to conflict with existing or future laws or regulations of the Federal Government, including but not restricted to those rules and regulations issued by the Office of Personnel Management and the Department of Defense.

3702. Conformance to Regulations.

It is agreed that terms of this Agreement will be interpreted and applied so as to be consistent with published Navy Department policies and directives in existence at the time the Agreement is approved by the Secretary of the Navy. However, the Employer and the BMTC agree that during the life of this Agreement, the terms and provisions herein will not be affected by changes in Navy directives if such changes are discretionary with the Secretary of the Navy.

ARTICLE 38

CONSULTATION AND NEGOTIATION

3801. Introduction.

The parties recognize collective bargaining requires the parties to meet at reasonable times to consult and bargain in a good faith effort to reach agreement with respect to conditions of employment (working conditions) as defined by Section 7103(a)(14) of the Act. The following sections of this Article provide for procedures the parties will follow in meeting the intent of the Act. The obligation to negotiate change(s) in existing working conditions should not operate so as to unreasonably delay necessary changes. The Employer will serve written notification on the BMTC when exercising its right under Article 2 when the Employer determines that exercising these rights would have more than a de minimis impact on the working conditions of unit Employees. The Employer will use the Shop/Code Contact Person designated by the BMTC (Article 6) as the method to serve notice of change which is limited to the Shop/Code.

3802. Impact Bargaining.

a. If the Employer receives an instruction or direction from higher authority affecting the working conditions of unit Employees or decides to change an existing practice affecting working conditions of unit Employees, the Employer (Code 1110) will serve notice in writing to the BMTC President. The Employer's notice shall contain as a minimum, a copy of the final draft of the change (if the change is documentary) and the intended implementation date. The BMTC President will provide notification of receipt to Code 1110. The BMTC will be given reasonable time [normally 10 working days] to consider the Employer's proposed change and to make an election to impact bargain under this section on the procedures and arrangements for Employees who are adversely affected by the change; or to consult under Section 3803. The BMTC may seek clarifying discussion and request an extension of the decision due date.

b. If the BMTC elects to impact bargain, the BMTC President will serve written notice on the Employer (Code 1110). Such notice will identify the BMTC's concerns regarding the impact on the bargaining unit, the Employees the BMTC believes will be adversely affected, and the concerns the BMTC has regarding the implementation of the proposed change. Within five working days

of receipt of the BMTC's written notice, the Employer (Code 1110) will schedule a meeting with the BMTC President and/or the designated representative(s).

c. The parties will make a good faith effort to reach a written agreement to be incorporated as an amendment to this Agreement. If the parties can not reach agreement, they will follow impasse proceedings through the Federal Mediation and Conciliation Service (FMCS) to the Federal Services Impasses Panel (FSIP) or follow established negotiability procedures of the Federal Labor Relations Authority (FLRA). The Employer will not implement the change before the impasse is resolved. However, the foregoing does not preclude the Employer from implementing policies and procedures at any time it is deemed necessary to insure effective and efficient operations as mandated by Sub Section 7101 (b) of the Act.

d. If following written notice from the Employer the BMTC President fails to act, the BMTC will have waived its right to impact bargain or consult and the Employer will be free to implement the change.

3803. Consult.

If the BMTC elects to waive its right to impact bargaining, the BMTC may enter in consultation by serving written notice on the Employer (Code 1110) by the BMTC President. The Employer will schedule a meeting with the BMTC Representative(s) within five working days of receipt of the BMTC's written notice. Upon the completion of the consultation, the Employer will carefully consider the BMTC's recommendation(s) in implementing the change.

3804. Meet and Confer.

a. The BMTC has the right to cause the Employer to enter into discussions on a matter of an existing practice by serving written notice on the Employer (Code 1110) by the BMTC President. The Employer will meet with the BMTC Representative(s) within 10 working days of receipt of the notice. The parties will meet to discuss the matter. Following the discussion, either party may serve written notice on the other party of its desire to enter or not to enter into bargaining under Section 3802.

b. Under this section, the Employer may elect to engage in informational sharing discussions on matters the Employer is

considering. The purpose of such discussions will be to acquaint the BMTC with implementing guidelines received from higher authority on matters affecting workload, working conditions, and other matters affecting unit employees.

3805. Matters Not Requiring Notice.

The Employer is relieved from the obligation to serve notice of change(s) when such change(s) would not have more than a de minimis impact on working conditions. The BMTC may choose to bring the matter to the attention of the Employer (Code 1110). It is expected that Code 1110 and the BMTC President would enter into informal discussions within five work days of notice. If informal discussions do not lead to resolution of the BMTC's concern, the BMTC President may serve written notice to elect to pursue the matter through Sections 3802 or 3803.

3806. Negotiation of Issues Not Covered in this Agreement.

It is agreed that any issue not specifically and inclusively delineated in the body of the Agreement (in an Article) that is otherwise within the scope of bargaining, shall be subject to formal notification, discussions and, upon the request of the BMTC, negotiations.

3807. Application of Existing Memoranda of Understanding.

a. This Agreement represents the sole Agreement between the parties. All other existing Agreements between the parties, including those formerly covered by various Memoranda of Understanding (MOUs), have been incorporated into this document. Accordingly, any MOUs executed prior to the effective date of this Agreement are hereby rendered null and void. This does not preclude the subsequent development of new MOUs after the effective date of this Agreement.

b. All MOUs developed after completion of midterm bargaining (commenced on 4 November 2014) must be reviewed by Code 1110 (HRO) prior to signature. The parties agree that any MOU not reviewed by Code 1110 before signing will be invalid.

c. All MOUs will be posted on the Code 1110 (HRO) Intranet page.

ARTICLE 39

APPRENTICE PROGRAM

3901. Definition.

Employees hired under the current Apprentice Program are appointed under the Student Career Experience Program (SCEP) authority found in 5 CFR 213.3202 (b). Employees hired under this authority remain Excepted Service Employees until successful completion of the prescribed academic-study phases of the Apprentice Program [first two (2) phases of the program], and until their conversion to the competitive service. Such Employees are members of the bargaining unit, and their employment status is governed by the relevant provisions of 5 CFR 213 and by the provisions of the Cooperative Education Program Agreement. Employees who successfully complete the SCEP portion of the Apprentice Program may be selected for conversion to the competitive service for the final phase of the Apprentice Program, or to another competitive position in their trade at the appropriate level.

3902. Apprentice Training Policy.

It is mutually agreed that the Apprentice Training Program is of vital interest to the Employer and the BMTC. In accordance with 29 CFR 29.5, the program will include related and supplemental instruction and an outline of the work processes in which the apprentice will receive supervised work experience. The amount and subjects of related (Trade Theory) and supplemental (Academic) instruction and the work processes will be defined in the Trade Training Plan (TTP). The Apprentice Program Administrator will certify satisfactory completion of the program requirements.

3903. Apprentice Assignment.

Well rounded work experience within the trade is a key component of developing skilled mechanics. Apprentice rotations will include a variety of supervised work assignments of increasing complexity and responsibility in support of the outline of the work processes as defined in the Trade Training Plan. Normally, an instructor, foreman or skilled mechanic within the apprentice's respective trade will oversee such assignments.

ARTICLE 40

DURATION AND CHANGES

4001. Duration.

This written Agreement as executed by the parties and as approved by the Department of Defense shall remain in full force and effect for three full years from the date of its approval by the Department of Defense. On the request of either party the parties shall meet to commence negotiations on a new written Agreement no more than 60 nor less than 30 days prior to the expiration date of this written Agreement. If neither party requests negotiations per the above, the Agreement will be automatically extended in one year increments.

4002. Reopening Provisions.

This written Agreement, except for its duration period, as specified in Section 4001, is subject to opening only as follows:

a. Either party may re-open up to four existing articles by serving proposals on the other party at mid-term of this Agreement. Ground rules for those negotiations will be established at that time. The parties shall meet within 10 working days to bargain over the proposals. Such amendment, as agreed to by the parties, will be duly executed by the parties and submitted to the Department of Defense for approval.

b. After the effective date of this written Agreement, amendment to this written Agreement may be required because of changes in applicable laws which significantly affect any of the terms of this written Agreement. In this event, the parties will meet within 10 working days after receipt of a written request from either party for the purpose of negotiating new language that will meet the requirements of such laws. Any request for such amendment shall include a summary of the amendment proposed. Such amendment will be duly executed and will become effective on a date determined to be appropriate following approval by the Department of Defense.

4003. Employer and Employee Rights.

The provisions of Article 2 of this Agreement and Section 7102 of the Act shall apply to all supplemental, implementing, subsidiary or informal agreements between the parties.

4004. Distribution of Amendments.

Any amendments to this Agreement as agreed to by the parties resulting from reopening under Section 4002.a. shall be promptly reproduced and disseminated to all Employees within the unit and all management personnel. The Employer will make the distribution.

4005. Authority to Effect Changes.

No agreement, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by any Employee or group of Employees with the Employer, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and approved by the Department of Defense.

4006. General Provisions.

The failure of the Employer or the BMTC to insist, in any one or more incidents, upon performance of any of the provisions of this written Agreement shall not be considered as a waiver or relinquishment of the Employer's or the BMTC's right to future performance of any such provisions, and both the BMTC's and the Employer's obligation to such performance shall continue in full force and effect.

APPENDIX I
BMTC AFFILIATE ORGANIZATIONS

Organizations affiliated with the Bremerton Metal Trades Council which have members employed in Puget Sound Naval Shipyard and Intermediate Maintenance Facility.

American Federation of Government Employees; Local #48
IFPTE Local #6

International Association of Heat and Frost Insulators and Asbestos Workers, Local #62

International Association of Machinists and Aerospace Workers, Nipsic Lodge #282

International Union of Painters and Allied Trades, Local #1208

International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmith Forgers, Welders, and Helpers of America, Local #290

International Brotherhood of Electrical Workers, Local #574

International Union of Operating Engineers, Local #286
Sheetmetal Workers International Association (Sheet Metal, Local #66)

United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local #26



UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

DEPARTMENT OF THE NAVY
PUGET SOUND NAVAL SHIPYARD-INTERMEDIATE
MAINTENANCE FACILITY
BREMERTON, WASHINGTON
-Activity

CASE NO. SF-RP-05-0012

-and-
BREMERTON METAL TRADES COUNCIL, AFL-CIO
-Labor Organization/Interested Party

CERTIFICATION OF REPRESENTATIVE

Pursuant to section 2422.1 of the Rules and Regulations of the Federal Labor Relations Authority, the Department of the Navy, Human Resources Service Center Northwest, Silverdale, Washington filed a petition, seeking a determination as to the appropriateness of bargaining units in a newly-established entity, the Department of the Navy, Puget Sound Naval Shipyard and Intermediate Maintenance Facility, Bremerton, Washington. The Department of the Navy, Puget Sound Naval Shipyard and Intermediate Maintenance Facility, Bremerton, Washington was established in 2003 and employees from various Naval activities in the Puget Sound area, who were in a variety of bargaining units and represented by several labor organizations, were transferred to the Department of the Navy, Puget Sound Naval Shipyard and Intermediate Maintenance Facility, Bremerton, Washington beginning in 2003.

On August 18, 2005 I issued a Decision and Order in the petition finding that Department of the Navy, Puget Sound Naval Shipyard and Intermediate Maintenance Facility, Bremerton, Washington (PSNS-IMF) is a successor employer and that the Bremerton Metal Trades Council, AFL-CIO is the exclusive representative of certain nonprofessional employees of PSNS-IMF. The parties waived their right to file an Application for Review.

Pursuant to the authority vested me as Regional Director, I ORDER that the Bremerton Metal Trades Council, AFL-CIO is the exclusive representative of the employees in the unit described below:

- Included: All nonprofessional employees of the Department of the Navy, Puget Sound Naval Shipyard and Intermediate Maintenance Facility, Bremerton, Washington.
- Excluded: Nonprofessional employees in the technical bargaining unit; professional employees; management officials; supervisors; employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7), and employees of the Boston Detachment of the Puget Sound Naval Shipyard and Intermediate Maintenance Facility.

Dated: August 18, 2005

FEDERAL LABOR RELATIONS AUTHORITY


Gerald M. Cole, Regional Director
San Francisco Region

Attachment: Certificate of Service

	<p>conditions, etc. or,</p> <p>c. When the use of mechanical equipment, protective devices, or protective clothing results in an unusual degree of discomfort.</p>	
4%	<p>3. COLD WORK. Working in cold storage or other climate-controlled areas where the Employee is subjected to temperatures at or below freezing (32 degrees Fahrenheit) where such exposure is not practically eliminated by the mechanical equipment or protective devices being used.</p>	03/13/77
4%	<p>4. HOT WORK. Working in confined spaces wherein the Employee is subjected to temperatures in excess of 110 degrees Fahrenheit where such exposure is not practically eliminated by the mechanical equipment or protective devices being used.</p>	03/13/77
4%	<p>5. WELDING PREHEATED METALS. Welding various metals or performing an integral part of the welding process when the Employee must work in confined spaces in which large sections of metal have been preheated to 150 degrees Fahrenheit or more, and the discomfort is not alleviated by protective devices or other means, or discomforting protective equipment must be worn.</p>	11/01/70
4%	<p>6. MICRO-SOLDERING OR WIRE WELDING AND ASSEMBLY. Working with binocular-type microscopes under conditions which severely restrict the movement of the Employee and impose a strain on the eyes, in the soldering or wire welding and assembly of miniature electronic components.</p>	11/01/70
50%	<p>7. WORK AT EXTREME HEIGHTS. Working at heights 100 feet or more above the ground, deck, floor, or roof or from the bottom of a tank or pit on such open structures as towers, girders, smokestacks and similar structures:</p> <p>(1) If the footing is unsure or the structure is unstable; or,</p> <p>(2) If safe scaffolding, enclosed ladders or other similar protective facilities are not adequate (for example, working from a swinging stage, boatswain chair, or a similar support); or,</p> <p>(3) If adverse conditions such as darkness, steady rain, high wind, icing, lightning, or similar environmental factors render working at such height(s) hazardous.</p>	10/22/72
6%	<p>8. FIBROUS GLASS WORK. Working with or in</p>	02/28/75

	close proximity to fibrous glass material which results in exposure of skin, eyes, or respiratory system to irritating fibrous glass particles or slivers where exposure is not practically eliminated by the mechanical equipment or protective devices being used.	
6%	<p>9. WELDING, CUTTING, OR BURNING IN CONFINED SPACES. Welding, cutting, or burning within a confined space which necessitates working in a horizontal to nearly horizontal position, under conditions requiring egress of at least 14 feet over and through obstructions including;</p> <p>(1) access openings and baffles having dimensions which greatly restrict movements, and,</p> <p>(2) irregular inner surfaces of the structure or structural components.</p>	01/18/78

PART II

ENVIRONMENTAL DIFFERENTIALS

CATEGORIES LISTED IN APPENDIX A OF 5 CFR 532 SUBPART E. SCHEDULE FOR ENVIRONMENTAL DIFFERENTIALS PAID FOR EXPOSURE TO VARIOUS DEGREES OF HAZARDS, PHYSICAL HARDSHIPS, AND WORKING CONDITIONS OF AN UNUSUAL NATURE. (Applies to Federal Wage System employees only.)

PART II Payment on Basis of Hours in Pay Status.

DIFFERENTIAL RATE	CATEGORY FOR WHICH PAYABLE	EFFECTIVE DATE
50%	1. DUTY ABOARD SUBMERGED VESSEL. Duty aboard a submarine or other vessel, such as a deep-research vehicle while submerged.	11/01/70
8%	<p>2. POISONS (TOXIC CHEMICALS) - HIGH DEGREE HAZARD. Working with or in close proximity to poisons (toxic chemicals), other than tear gas or similar irritants, which involves potential serious personal injury such as permanent or temporary, partial or complete loss of faculties and/or loss of life including exposure of an unusual degree to toxic chemicals, dust or fumes of equal toxicity generated in work situations by processes required to perform work assignments wherein protective devices and/or safety measures have been developed but have not practically eliminated the potential for such personal injury.</p> <p>Examples:</p>	11/01/70

	<ul style="list-style-type: none"> - Handling and storing toxic chemical agents including monitoring of areas to detect presence of vapor or liquid chemical agents; examining of material for signs of leakage or deteriorated material; decontaminating equipment and worksites, work relating to disposal of deteriorated material (exposure to conjunctivitis, pulmonary edema, blood infection, impairment of the nervous system, possible death); - Renovation, maintenance, and modification of toxic chemicals, guided missiles, and selected munitions; - Operating various types of chemical engineering equipment in a restricted area such as reactors, filters, stripping units, fractionating columns, blenders, mixers, pumps, and the like utilized in the development, manufacturing, and processing of toxic or experimental chemical warfare agents. - Demilitarizing and neutralizing toxic chemical munitions and chemical agents. - Handling or working with toxic chemicals in restricted operations. - Preparing analytical reagents, carrying out calorimetric and photometric techniques, injecting laboratory animals with compounds having toxic, incapacitating or other effects. - Recording analytical and biological tests results where subject to above types of exposure. - Visually examining chemical agents to determine conditions or detect leaks in storage containers. - Transferring chemical agents between containers. - Salvaging and disposing of chemical agents. 	
8%	<p>4. PRESSURE CHAMBER AND CENTRIFUGAL STRESS. Exposure in pressure chambers which subjects Employee to physical stresses or where there is potential danger to participants by reason of equipment failure or reaction to the test conditions; or exposure which subjects an Employee to a</p>	07/01/72

	<p>high degree of centrifugal force which causes an unusual degree of discomfort.</p> <p>Examples:</p> <ul style="list-style-type: none"> - Participating as a subject in research tests which seek to establish limits for safe pressure profiles by working in a pressure chamber simulating diving or, as an observer to the test or as a technician assembling underwater mock-up components for the test, when the observer or technician is exposed to high pressure gas piping systems, gas cylinders, and pumping devices which are susceptible to explosive ruptures. - Participating in altitude chamber studies ranging from 18,000 to 150,000 feet either as a subject or as an observer exposed to the same conditions as the subject. - Participating as a subject in centrifuge studies involving elevated G forces above the level of 5 G's whether or not at reduced atmospheric pressure. - Participating as a subject in a rotational flight simulator in studies involving continuous rotation in one axis through 360 degrees of rotation rated greater than 15 RPM for periods exceeding three minutes. 	
18%	<p>5. WORK IN FUEL STORAGE TANKS. When inspecting, cleaning, or repairing fuel storage tanks where there is no ready access to an exit, under conditions requiring a breathing apparatus because all or part of oxygen in the atmosphere has been displaced by toxic vapors or gas, and failure of the breathing apparatus would result in serious injury or death within the time required to leave the tank.</p>	07/01/72
8%	<p>6. ASBESTOS. Working in an area where airborne concentrations of asbestos fibers may expose Employees to potential illness or injury. This differential will be determined by applying occupational safety and health standards consistent with the permissible exposure limit promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970 as published in Title 29, Code of Federal Regulations, §§1910.1001 or 1926.1101. Regulatory changes in §§1910.1001 or 1926.1101 are hereby incorporated in and made a part of this category, effective on</p>	11/24/03

	the first day of the first pay period beginning on or after the effective date of the changes.	
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**Appendix III
PART I**

ENVIRONMENTAL DIFFERENTIALS

CATEGORIES LISTED IN APPENDIX A OF 5 CFR 532 SUBPART E. SCHEDULE FOR ENVIRONMENTAL DIFFERENTIALS PAID FOR EXPOSURE TO VARIOUS DEGREES OF HAZARDS, PHYSICAL HARDSHIPS, AND WORKING CONDITIONS OF AN UNUSUAL NATURE THAT ARE NOT KNOWN TO EXIST AT SHIPYARD WORK SITES, BUT FOR WHICH ENVIRONMENTAL DIFFERENTIAL PAY IS PAYABLE IF THE CONDITIONS OCCUR. (Applies to Federal Wage System employees only.)

PART I Payment For Actual Exposure.

DIFFERENTIAL RATE	CATEGORY FOR WHICH PAYABLE	EFFECTIVE DATE
100%	1. FLYING	11/01/70
15%	2. FLOATING TARGETS.	11/01/70
25%	3. EXPOSURE TO HAZARDOUS WEATHER OR TERRAIN.	07/01/72
25%	4. UNSHORED WORK.	07/01/72
15%	5. GROUND WORK BENEATH HOVERING HELICOPTER.	07/01/72
15%	6. HAZARDOUS BOARDING OR LEAVING OF SERVICE CRAFT.	07/01/72
8%	7. CARGO HANDLING DURING LIGHTERING OPERATIONS.	07/01/72
15%	8. DUTY ABOARD SURFACE CRAFT.	07/30/72

PART II

ENVIRONMENTAL DIFFERENTIALS

CATEGORIES LISTED IN APPENDIX A OF 5 CFR 532 SUBPART E. SCHEDULE FOR ENVIRONMENTAL DIFFERENTIALS PAID FOR EXPOSURE TO VARIOUS DEGREES OF HAZARDS, PHYSICAL HARDSHIPS, AND WORKING CONDITIONS OF AN UNUSUAL NATURE THAT ARE NOT KNOWN TO EXIST AT SHIPYARD WORK SITES, BUT FOR WHICH ENVIRONMENTAL DIFFERENTIAL PAY IS PAYABLE IF THE CONDITIONS OCCUR. (Applies to Federal Wage System employees only.)

PART II Payment on Basis of Hours in Pay Status.

DIFFERENTIAL RATE	CATEGORY FOR WHICH PAYABLE	EFFECTIVE DATE
8%	1. EXPLOSIVE AND INCENDIARY MATERIAL - HIGH DEGREE HAZARD.	11/01/70
4%	2. EXPLOSIVE AND INCENDIARY MATERIAL - LOW DEGREE HAZARD.	11/01/70
8%	3. MICRO-ORGANISMS - HIGH DEGREE HAZARD.	11/01/70
4%	4. MICRO-ORGANISMS - LOW DEGREE HAZARD	11/01/70
8%	6. EXPERIMENTAL LANDING/RECOVERY EQUIPMENT TESTS.	07/01/72
8%	5. FIRE FIGHTING.	07/01/72
8%	7. LAND IMPACT OR PAD ABORT OF SPACE VEHICLE.	07/01/72
4%	8. MASS EXPLOSIVES AND/OR INCENDIARY MATERIALS.	07/01/72

4%	9. DUTY ABOARD AIRCRAFT CARRIER.	07/01/72
8%	10. PARTICIPATING IN MISSILE LIQUID PROPULSION OR SOIL SITUATIONS. PARTICIPATING IN RESEARCH AND DEVELOPMENT.	03/04/74

**APPENDIX IV
Part I**

HAZARDOUS PAY DIFFERENTIALS

APPENDIX A--SCHEDULE OF PAY DIFFERENTIALS AUTHORIZED FOR HAZARDOUS DUTY UNDER SUBPART I HAZARD PAY DIFFERENTIAL, OF PART 550 PAY ADMINISTRATION (GENERAL).
(Applies to General Schedule Service Employees only.)

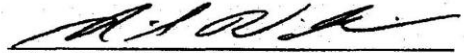
PART I Payment on Basis of Hours in Pay Status.

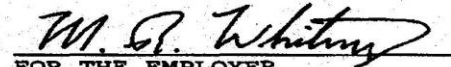
DIFFERENTIAL RATE	CATEGORY FOR WHICH PAYABLE	EFFECTIVE DATE
25%	<p>2. Traveling under hazardous conditions.</p> <p>a. When travel over secondary or unimproved roads to isolated mountain top installations is required at night, or under adverse weather conditions (such as snow, rain, or fog) which limits visibility to less than 30 meters (100 feet), when there is danger of rock, mud, or snow slides.</p> <p>b. When travel in the wintertime, either on foot or by means of vehicle, over secondary or unimproved roads or snow trails, in sparsely settled or isolated areas to isolated installations is required when there is danger of avalanches, or during "whiteout" phenomenon which limits visibility to less than 3 meters (10 feet).</p> <p>c. When work or travel in sparsely settled or isolated areas results in exposure to temperatures and/or wind velocity shown to be of considerable danger, or very great danger, on the wind-chill chart (appendix A-1), and shelter (other than temporary shelter) or assistance is not readily available.</p>	Do.
25%	<p>3. Snow or ice removal operations. Snow or ice removal operations. When participating in snowplowing or snow or ice removal operations, regardless of whether on primary, secondary or other class of roads, when;</p> <p>(a) there is danger of avalanche, or</p>	Do.


	(b) there is danger of missing the road and falling down steep mountainous slopes because of lack of snow stakes, "white-out" conditions, or sloping ice-pack covering the snow.	
25%	4. Water search and rescue operations. Participating as a member of a water search and rescue team in adverse weather conditions when winds are blowing at 56 km/h (35 m.p.h.) (classified as gale winds) or in water search and rescue operations conducted at night.	Do.
25%	6. Hazardous boarding or leaving of vessels. When duties (a), (b), or (c) are performed under adverse conditions of foul weather, ice, or night and when the sea state is high (0.9 meter (3 feet) and above): (a) Boarding or leaving vessels at sea or standing offshore during lightering or personnel transfer operations. (b) Boarding, leaving, or transferring equipment between small boats or rafts and steep, rocky, or coral surrounded shorelines. (c) Transferring equipment between a small boat and rudimentary dock by improvised or temporary facility such as an unfastened plank leading from boat to dock.	First pay period beginning after May 7, 1970
4%	Hot Work. Working in confined spaces wherein the employee is subject to temperatures in excess of 43 deg. C (110 deg. F).	First pay period beginning after Feb. 16, 1975
25%	Exposure to Hazardous Agents. Work with or in close proximity to. 3. Toxic chemical materials. Toxic chemical materials when there is a possibility of leakage or spillage.	First pay period beginning after July 1, 1969
8%	6. Asbestos. Significant risk of exposure to airborne concentrations of asbestos fibers in excess of the permissible exposure limits (PELS) in the standard for asbestos provided in title 29, Code of Federal Regulations, Secs. 1910.1001 or 1926.58, when the risk of exposure is directly connected with the performance of assigned duties. Regulatory changes in Sec. 1910.1001 or 1926.58 are hereby incorporated in and made a part of this category, effective on the first day of the	June 8, 1993

	first pay period beginning on or after the effective date of the changes.	
25%	Underwater Duty: 1. Submerged submarine or deep research vehicle. Duty aboard a submarine or deep research vehicle when it submerges	Do.
25%	Height Work: Working on any structure of at least 15 meters (50 feet) above the base level, ground, deck, floor, roof, etc., under open conditions, if the structure is unstable or if scaffolding guards or other suitable protective facilities are not used, or if performed under adverse conditions such as snow, sleet, ice on walking surfaces, darkness, lightning, steady rain, or high wind velocity.	Do.
25%	Flying, participating in: 6. Limited control flights. Flights undertaken under unusual and adverse conditions (such as extreme weather, maximum load or overload, limited visibility, extreme turbulence, or low level flights involving fixed or tactical patterns) which threaten or severely limit control of the aircraft.	Do.

In witness whereof the parties hereto have executed this written Agreement on this 22nd day of January, in the year 2010.


FOR THE COUNCIL
RICKY WILLIAMS
President
Bremerton Metal Trades Council


FOR THE EMPLOYER
M. R. WHITNEY
Captain, U.S. Navy
Commander, PSNS & IMF


SAMUEL E. STUART
Chief Negotiator
Bremerton Metal Trades Council


THEODORE A. WHEELER
Chief Negotiator
PSNS & IMF

JOHN C. CARTER
Negotiator

RANDY F. BERG
Negotiator

JOHN G. KOSINSKI
Negotiator

ERIC J. HALVORSON
Negotiator

ROBERT A. BOAD
Negotiator

LISA L. AMES
Negotiator

MARIA B. MARTIN
Negotiator

PHILLIS M. SMITH
Negotiator

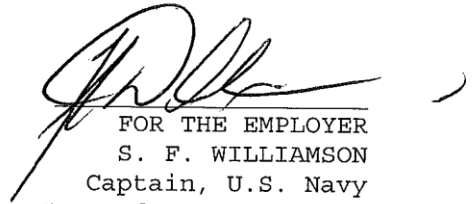
DEANNA CAIN
Alternate Negotiator

This Agreement was approved by the Secretary of Defense on the 23rd day of April in the year 2010.

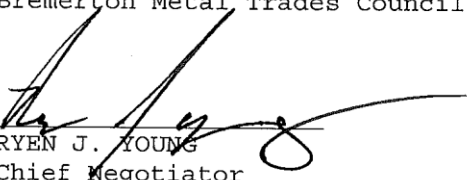
In witness whereof the parties hereto have executed change one to this written Agreement on this 18th day of March in the year 2015.



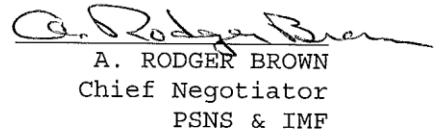
FOR THE COUNCIL
RYEN J. YOUNG
President
Bremerton Metal Trades Council



FOR THE EMPLOYER
S. F. WILLIAMSON
Captain, U.S. Navy
Commander, PSNS & IMF



RYEN J. YOUNG
Chief Negotiator
Bremerton Metal Trades Council



A. RODGER BROWN
Chief Negotiator
PSNS & IMF

EDWARD MANNEN
Negotiator

GEORGE COOK
Negotiator

DARNELL JAMES-GULLETTE
Negotiator

ERIC J. HALVERSON
Negotiator

DEANNA CAIN
Negotiator

STEPHEN SKAW
Negotiator

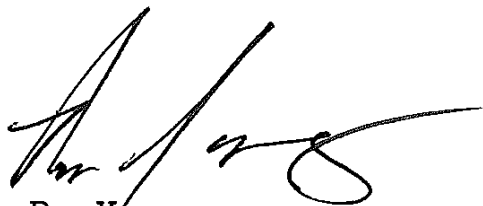
JASON SMART
Negotiator

JENNIFER E. EGGERS
Negotiator

This change was approved by the Secretary of Defense on the 8th day of April in the year 2015.

Subj: CHANGE TYPOGRAPHICAL ERRORS IN GREEN COVER
CONTRACTS

1. Purpose - To correct typographical errors.
2. Action - Holders of the publication shall make the following changes:
 - a. On the front cover at the bottom, Cross out "Change One effective on 8 April 2015" and add "Change Two effective on 30 December 2015."
 - b. On page 165:
 - (1) Change the CH-1 in the upper right corner to CH-2.
 - (2) Add a period after the word "names" at the end of the first paragraph.
 - (3) Change a.to c.
 - (4) Change b.to d.
 - (5) Change c.to e.
 - c. On the Change Record page ii (near the front of the book) add Two and 07 December 2015.
 - d. On page iii add Summary of Change Two after the last line. Add Change to Article 3103 to correct typos.
 - e. Staple a copy of this to the inside back cover of the contract for record purposes.



R. Young
BMTIC PRESIDENT

DEC 14 2015



H. B. MARKLE
COMMANDER, PSNS & IMF

DEC 14 2015

Approved by the Department of Defense on 30 December 2015.

Emergency Numbers

Ambulance

Bremerton Site - Landline	911
Bremerton Site - Cell Phone	476-3333
Bangor Site	396-4444
Naval Hospital	9-475-4000

Fire

Bremerton Site - Landline	911
Bremerton Site - Cell Phone	476-3333
Bangor Site	396-4444
Business	476-2796

Police

Bremerton Site - Landline	911
Bremerton Site - Cell Phone	476-3333
Bangor Site	396-4444
Business	476-5795
NCIS	476-3650

Facilities and Maintenance Bremerton Site

Emergency - Buildings	476-2431
Emergency - Electrical	476-2510
Emergency - Mechanical	476-2325
Hazardous Waste	476-7777
Safety, Health and Env.	476-8100

Radiological

Emergency	911
Business	476-2185

Duty Office Bangor Site

315-1297

Bremerton Metal Trades Council

476-2125, 476-8066 or 377-0811

BMTC Office Bangor Site

315-2035 or 315-1180