

PREAMBLE

This agreement is made by and between the Naval Undersea Warfare Center (NUWC) Division, Keyport, Washington, hereinafter referred to as "Management" and the Bremerton Metal Trades Council (BMTc), hereinafter referred to as the "BMTc" or, "Union." Furthermore, when approved by the Department of Defense (DoD), this negotiated Collective Bargaining Agreement is hereinafter referred to as the "Agreement."

WITNESSETH

1 In accordance with the provisions of Title 5 of the United States Code, Chapter 71,
2 hereinafter referred to as the "Statute," and in consideration of the mutual covenants
3 herein set forth, the parties hereto intending to be bound, hereby agree as follows:
4

5 WHEREAS the Congress finds that:
6

7 1. Experience in both private and public employment indicates that the statutory
8 protection of the right of employees to organize, bargain collectively, and participate
9 through labor organizations of their own choosing in decisions which affect them:
10

11 a. Safeguards the public interest,
12

13 b. Contributes to the effective conduct of public business, and
14

15 c. Facilitates and encourages the amicable settlements of disputes between
16 employees and their employers involving conditions of employment, and
17

18 2. The public interest demands the highest standards of employee performance and
19 implementation of modern and progressive work practices to facilitate and improve
20 employee performance and the efficient accomplishment of the operations of the
21 government, and
22

23 WHEREAS it is the intent and purpose of the parties hereto to promote and improve the
24 efficient administration of NUWC Division Keyport and the well-being of employees
25 within the meaning of the Statute, to establish a basic understanding relative to
26 personnel policies, practices, procedures and employment, and to provide means for
27 amicable discussion and adjustment of matters of mutual interest which are
28 discretionary with the Commander.
29

30 Now, therefore, the parties hereby agree as follows:

ARTICLE ONE

RECOGNITION AND COVERAGE OF AGREEMENT

1 **Section 101 Representation**

2 Management hereby recognizes that the Union is the exclusive representative of all
3 employees in the unit.

4
5 **Section 102 Who Is Represented**

6 Based upon the Federal Labor Relations Authority (FLRA) Certification Case 9-CU-
7 90005 dated 30 November 1989, and FLRA Certification Case 9-AC-10007 dated 16
8 January 1992, the unit to which this Agreement is applicable is defined as:

9
10 Included:

11
12 All non-supervisory trades and labor employees and all nonprofessional
13 general schedule employees, including probationary and temporary
14 employees, at Keyport, Bangor sites and the Hawthorne, Nevada
15 Detachment.

16
17 Excluded:

18
19 Employees engaged in Federal personnel work in other than a purely
20 clerical capacity, professional employees, management officials,
21 firefighters, guards, supervisors, employees with intermittent work
22 schedules, and confidential employees as defined in the Statute.

23
24 **Section 103 Provisions of This Agreement**

25 The provisions of this Agreement shall be binding upon the parties for any new
26 operation directed by Management to the extent that such operations affect working
27 conditions of unit employees, in accordance with applicable regulations.

28
29 **Section 104 Responsibility**

30 It is the responsibility of Management, Union representatives, and covered employees
31 to keep themselves apprised of the provisions of this Agreement.

ARTICLE TWO

RIGHTS OF MANAGEMENT

1 **Section 201 Customary and Usual Rights**

2 It is agreed that the customary and usual rights, powers, functions and authority of
3 Management are vested in officials of Management subject to the obligations to the
4 Union as specified by the Statute, 5USC Section 7106. It is Management's right to take
5 whatever actions may be necessary to carry out Management mission during
6 emergencies. Management will advise the Union Chairperson of the nature of any such
7 emergency.

8

9 **Section 202 Reasonable Rules and Regulations**

10 The right to make reasonable rules and regulations is an acknowledged function of
11 Management. In making rules and regulations relating to personnel policies,
12 procedures, practices, and matters of working conditions, Management will consider the
13 rights of the Union and the employees under the provisions of this Agreement and the
14 Statute, and may bargain over appropriate arrangements for employees adversely
15 affected by the exercise of Management's rights.

ARTICLE THREE

RIGHTS OF EMPLOYEES

16 **Section 301 Join and Assist the Union**

17 Management and the Union agree that employees in the unit shall have and shall be
18 protected in the exercise of the right, freely and without fear of penalty or reprisal to
19 form, join and assist the Union and any other labor organization or to refrain from any
20 such activity. Except as expressly provided hereinafter and in the Statute the freedom
21 of such employees to assist any labor organization shall be recognized as extending to
22 the participation in the management of the Union and the labor organizations and acting
23 for the organization in the capacity of a Union or an organization representative,
24 including presentation of its views to the officials of the Executive Branch, the Congress,
25 or other appropriate authority. Management shall take such action, consistent with law
26 or with directives from higher authority, as may be required in order to assure that
27 employees are apprised of the rights described in this article, and that no interference,
28 restraint, coercion or discrimination is practiced within Management to encourage or
29 discourage membership in any labor organization.
30

31 **Section 302 Detail or Assignment**

32 It shall be the intent of Management that any employee covered by the provisions of this
33 Agreement and during the period the employee is in a pay status, shall not forfeit any
34 benefits of this Agreement while on temporary duty to another activity. Subject to
35 impact and implementation, or appropriate arrangements bargaining requests by the
36 employee and the Union, such employees will be expected to accept the physical
37 conditions and to conform to the rules and regulations governing such matters as hours
38 of work in effect at the temporary duty activity.
39

40 **Section 303 Matters of Personal Concern**

41 Each employee shall have the right to bring matters of personal concern to the attention
42 of appropriate Agency officials and/or appropriate Union representatives. Normally
43 such matters should be initiated with the first line supervisor or with a steward. Each
44 employee shall have the right to file a grievance over Management application or
45 interpretation of any law, rule, regulation, practice, and this Agreement and each
46 employee shall be protected in the exercise of such right.
47

48 **Section 304 Union Representation**

49 As hereinafter provided in this Agreement employees of the unit may have Union
50 representatives present at discussions between themselves and Management officials
51 in matters of grievances and appeals, such as Defense Office of Hearings and Appeals
52 (DOHA), the Merit Systems Protection Board (MSPB) formal disciplinary action and
53 arbitration only as specifically called for in this Agreement and in the Statute. In contact
54 with Management officials, where potential disciplinary action or grievances may arise,
55 the employee may have Union representation present when requested. Employees
56 serving as witnesses before federal and judicatory bodies, such as the MSPB, will be
57 informed of and have the right to the presence of Union representation as set forth in 5

58 CFR 1201.32. Additionally, the Union shall be given the opportunity to be represented
59 at any examination of an employee in the unit by a Management official in connection
60 with an investigation if the employee reasonably believes that the examination may
61 result in disciplinary action against the employee and the employee requests
62 representation. In accordance with the Statute, Management will inform employees
63 annually of this right and post on official bulletin boards and NUWC Keyport's internal
64 website.
65

66 **Section 305 Time to Confer**

67 An employee must be granted a reasonable amount of allowed time to confer, either in
68 person or by telephone, with a Union representative about a work-related concern, as
69 workload allows, within a reasonable amount of time.
70

71 **Section 306 Membership Requirement**

72 Nothing in this Agreement shall require an employee to become or remain a member of
73 a labor organization or to pay money to the organization except pursuant to a voluntary
74 written authorization by a member for the payment of dues through payroll deductions.
75

76 **Section 307 Copies of Medical or Personal Files**

77 Covered employees will be permitted to review personal records identifiable to the
78 employee, which are contained in a system of records being maintained by the Agency.
79 A covered employee's representative, when authorized by the employee in writing, will
80 be permitted to review the employee's records. The Union recognizes applicable legal
81 and regulatory requirements must be followed to obtain access to such records. Copies
82 of requested records shall be provided at the employee's expense except when the
83 employee is receiving the initial copy of an official record. The charges for these
84 records shall not exceed those charges authorized by regulation.
85

86 **Section 308 Electronically Controlled Access**

87 Covered employees with electronically controlled access may request that their hours of
88 access be modified to permit early or late access to work areas. Such requests will be
89 denied for valid reasons.
90

91 **Section 309 Vehicle Damage**

92 Within Management's discretion and in accordance with applicable regulations,
93 employees whose vehicles are damaged by federal government vehicles may be
94 permitted a reasonable amount of allowed time and appropriate travel allowances in
95 which to obtain estimates necessary to submit a claim against the federal government
96 for repairs. Employees who desire to file a claim for property damage may contact the
97 Office of Counsel at NUWC Division, Keyport to obtain information regarding where the
98 claim can be filed.
99

100 **Section 310 Transit Subsidy**

101 Employees will be informed of their eligibility to participate in Department of Defense
102 (DoD) transit programs. The entitlement will be determined on an individual case-by-
103 case basis in accordance with applicable regulations. Notification of eligibility will be

104 accomplished by posting such information on Management's internal website.

ARTICLE FOUR

RIGHTS OF THE UNION

1 **Section 401 Union Rights and Responsibilities**

2 The Union has the right and responsibility to:

- 3
- 4 1. Represent the interests of all employees in the unit and initiate impact and
5 implementation, or appropriate arrangements bargaining relative to proposed
6 changes in conditions of employment.
- 7
- 8 2. Present its views to Management on matters of concern, either orally or in writing.
9 Views should be presented at the lowest level possible, or at the Partnership
10 Council, when appropriate.
- 11
- 12 3. Consult or be consulted with during the development of, and prior to the
13 implementation of, civilian personnel matters and practices which affect unit
14 employees and are within the authority or discretion of Management. For the
15 purposes of this Agreement, consultation is defined as oral or written dialogue
16 between Management and the Union concerning policies, procedures or programs
17 relating to the working conditions of unit employees which are within the discretion of
18 Management. Management agrees to give objective consideration to the Union's
19 views prior to formal decision making. It is agreed that consultation is not, however,
20 a joint decision-making process and need not necessarily result in agreement
21 between Management and the Union.
- 22
- 23 4. Enter collective negotiations with the object of reaching an agreement applicable to
24 all unit employees.
- 25

26 **Section 402 Notified of Adverse or Disciplinary Actions**

27 The Union shall promptly be notified by the Agency of any written grievances received
28 from adverse or disciplinary actions taken against employees of the unit in accordance
29 with the provisions of this Agreement. At adverse action hearings held by the MSPB, a
30 Union representative, if an Agency employee requests, may be present in a pay status,
31 as well as necessary appellants and witnesses and the witnesses' Union representative
32 under Section 304. When an adverse action hearing, either MSPB or arbitration, is held
33 at the Agency for covered unit employees, the steward involved may also be present in
34 a pay status, if not already in a pay status, if requested by the employee, as a result of
35 serving as the appellant's representative.

36

37 **Section 403 New Employee Orientation**

38 The Union may provide a representative who will speak to new employees at new
39 employee orientation regarding the Union/employee relationship as it affects employees
40 of the unit.

41

42 **Section 404 Alphabetical and Organizational Listing**

43 On request once per month, Management agrees to provide the Union with an
44 alphabetical and organizational listing of unit members.

45

46 **Section 405 Records of Meetings**

47 Management or Union, as mutually agreed, will keep records of meetings between
48 Management officials and the Union at which major policy decisions are discussed or
49 made (i.e., regarding those items which may be the subject of Agency directives,
50 instructions, or notices). Minutes of meetings between Management officials and the
51 Union will not be kept by Management when the subjects discussed are of a routine
52 nature such as workload, application of general policies, etc., nor will minutes of
53 regularly scheduled shop meetings or conferences be kept except in extraordinary
54 circumstances. Minutes of the meeting between the Partnership Council and
55 Commander and/or Technical Director will be kept and posted on Management's
56 internal website in a reasonable time. Minutes taken by recording party as required by
57 this section will be provided to both parties for review prior to final preparation.

58

59 **Section 406 Photo Service**

60 Management agrees to provide photo service upon request of the Union Chairperson,
61 or Chief Steward.

ARTICLE FIVE

PROVISIONS OF LAW AND REGULATIONS

1 **Section 501 Conflict with Laws or Regulations**

2 Within the restrictions of Section 7116(a)(7) of the Statute, it is agreed and understood
3 by Management and the Union that nothing in this Agreement shall be so interpreted as
4 to conflict with existing or future laws or regulations of the federal government including
5 policies set forth in the federal personnel regulations, by published Department of Navy
6 (DoN) policies and regulations in existence at the time of the Agreement's approval, and
7 by subsequently published DoN policies and regulations required by law, or by the
8 regulations of appropriate authorities or authorized by the terms of a controlling
9 agreement at a higher agency level.

10
11 **Section 502 CyberFEDS**

12 Management agrees to provide the Union with one subscription to CyberFEDS.
13

14 **Section 503 Directives**

15 The Agency agrees to notify the Union of any new directive or change to an existing
16 directive that affects any of the terms and conditions of this Agreement, and which alters
17 the Agency's discretionary authority with regard to any item within this Agreement. The
18 Union will be authorized five working days, which begins on the date that notification is
19 sent to the Union Chairperson, to review the directive and/or changes. During this five
20 working day period, the Union is to notify the Agency if it wishes to negotiate over the
21 implementation and impact of the directive and/or changes.
22

23 **Section 504 Agreement Invalidity**

24 When the Federal Labor Relations Authority (FLRA) interprets Agreement language as
25 it relates to the Statute in a manner which negates the intent of our Agreement, the
26 parties agree, on request of either party, to begin bargaining to resolve the affected
27 articles.
28

29 Should any federal law or court hold any provisions of this Agreement invalid, it shall
30 immediately be deemed inapplicable, but other provisions of the Agreement will
31 remain in force. In accordance with 5 USC 7114(c), this Agreement is subject to the
32 approval by the DoD. The parties may agree to all or part of the Agreement not
33 disputed by the DoD. Further, the parties shall meet promptly to negotiate appropriate
34 amendments to such affected provision or provisions.
35

36 **Section 505 Union Bargaining Rights**

37 The parties agree that no waiver of statutory Union bargaining rights, either expressed
38 or implied, will be invoked for the purpose of avoiding collective bargaining on any
39 matter within the authority granted under the Statute.

ARTICLE SIX
APPROPRIATE MATTERS
FOR CONSULTATION AND NEGOTIATION

Section 601 Appropriate for Negotiation

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 Management, so far as may be appropriate under applicable laws and regulations. These include, but are not limited to such matters as: safety, labor/management relations, employee services, methods of adjusting grievances, appeals, leave, merit staffing plans, demotion practices, and reduction-in-force (RIF) practices. Prior to implementing changes in matters appropriate for negotiations, Management will notify the Union of the change and the proposed effective date. Nothing in this section shall alter the rights and obligations of the parties to negotiate under the Statute as set forth in this Agreement.

Section 602 Existing or New Benefits, Policies, Practices, and Procedures

It is further agreed and understood that Management will consult and meet with the Union to discuss changes being considered in existing or new benefits, policies, practices and procedures affecting unit employees in accordance with pertinent precedents established by the FLRA under the Statute. Notification of changes in conditions of employment will be made, in writing, to the Union Chairperson, or in the Chair's absence, to the Chief Steward.

Section 603 To Advise, Discuss, or Consult

It is further recognized that this Agreement does not alter the responsibility of either party to advise, discuss or consult regarding matters concerning working conditions not covered by this Agreement, but falling within the rights and obligations of the parties to negotiate under the Statute as set forth in this Agreement. If the Union elects to negotiate concerning the change, Management will schedule a meeting for the purpose of such negotiations. The parties shall meet at the designated time and place and negotiate in good faith in accordance with their obligations under 5 U.S. Code 7114(b). Should the parties fail to reach agreement, either party may invoke impasse proceedings.

Section 604 Meetings Between Appropriate Union and Management Officials

Meetings between appropriate Union and Management Officials on matters of mutual concern will be held on an ad hoc basis. The intention is to foster a positive partnership and effective communication between Union and Management.

ARTICLE SEVEN

UNION REPRESENTATION

1 **Section 701 Partnership Council**

2 It is agreed that both parties will continue support of and participation in the
3 Partnership Council. In accordance with the established charter and Partnership
4 Agreement between Management and the Union, both parties will strive to improve
5 methods and effectiveness of communications, incorporate more effective and
6 efficient processes for dispute resolution, find ways of improving Union-
7 Management business efficiency, and employ the principles of interest-based
8 bargaining, when appropriate, for all matters requiring negotiation. Decisions and
9 actions of the Partnership Council will not void or modify any portion of this
10 Agreement.

11
12 The Partnership Council may include representatives from Management and all
13 unions with members who work for Management. The Partnership Council is
14 empowered to act on behalf of Management to address and attempt to resolve
15 labor-management relations issues. The Partnership Council will meet once a
16 month to discuss ongoing matters of mutual interest (e.g., current and predicted
17 workload information, consistent with security and other legal requirements).
18 Management Designee will chair the Council. The Union Conference Committee
19 Chair and the Union Chief Steward are members of the Council.

20
21 The Partnership Council will meet every six (6) months with the Commander and/or the
22 Technical Director to report on labor-management-relations interests. Either party may
23 invite representatives to any of these meetings contingent upon approval of Official
24 Time. The Union and Management will provide names of any invited guests and
25 agenda items at least five (5) working days prior to the scheduled meeting.
26 Management will be responsible for the preparation and distribution of final meeting
27 agenda items. Except in unusual circumstances, discussion will be limited to agenda
28 items. Meeting minutes will be taken, identifying actions and estimated completion
29 dates, and will be disseminated.

30
31 **Section 702 Stewards-at-Large**

32 Union stewards are listed as stewards-at-large and do not specifically serve zones.
33 The Union will maintain a list of up to six (6) core stewards and four (4) alternate
34 stewards. The Union will provide a list of all stewards quarterly to Management
35 HRO. The Union will make every attempt to distribute the stewards as fairly across
36 Management as possible and maintain an equitable balance within the core to cover
37 both unit GS and WG employees. The Union agrees that every effort will be made
38 to have the designated steward, or alternate steward, attend meetings with Management.
39 The Union and Management agree to negotiate the number of stewards to reflect the
40 number of unit personnel at NUWC Division, Keyport.
41

42 **Section 703 Stewards Shall Represent the Union**

43 Subject to the exceptions in Sections 703 and 2004, the stewards shall represent the
44 Union and the employees in meeting with officials of Management to discuss
45 appropriate matters of mutual interest. Management may authorize Official Time for
46 stewards to receive and investigate complaints or grievances of employees. In the
47 investigation of a grievance or complaint, the employee and/or steward will, in
48 accordance with the grievance time frames set forth in this agreement, contact
49 Management official involved in order to identify, in general terms, the nature of the
50 problem.

51
52 Grievances and complaints will not be solicited by the Union unless violation of this
53 Agreement is suspected. In accordance with 5 USC 7131 (b), solicitation of membership
54 and activities concerned with the internal management of labor organizations such as the
55 collection of dues, membership meetings, campaigning for officers, conducting of
56 elections and distribution of literature or authorization cards will not be conducted during
57 working hours. However, these Union activities, as well as other Union-related
58 activities, are permissible during formal break periods, subject to Management's right
59 to assign work. Assigned stewards will normally handle labor-management relations
60 matters at the work area, branch, or division level. The Union Conference Committee
61 Chair, or the Chief Steward will normally communicate with Management officials above
62 the division level.

63
64 **Section 704 Official Time**

65 Management acknowledges the need for official time for the Union to discharge its
66 representational duties and agrees to 160 hours of official time per pay period to fund
67 the positions of Chairperson and Chief Steward. The intent is to provide the Union the
68 discretion to assign full-time coverage of the Chairperson and Chief Steward positions
69 while maintaining the flexibility to retain certifications and qualifications and to assist
70 Management with mission workload requirements.

71
72 Union officials and stewards are authorized to use Official Time for the following
73 categories of labor-relations associated work:

- 74
75 1. Dispute resolution
76
77 2. General labor-management relations
78
79 3. Midterm negotiations
80
81 4. Term negotiations
82

83 Additional categories may be assigned by Management when a further breakdown is
84 required. The Union will guard against the use of excessive time in the handling of such
85 matters. One (1) Union representative at meetings will be considered reasonable,
86 except in unusual circumstances and approved in advance by Management unless
87 authorized elsewhere in this Agreement. Requests for more than one (1) Union
88 representative at a meeting will be requested through Management's Labor Relations

89 point of contact prior to the meeting. Management's Labor Relations point of contact shall
90 determine whether additional Official Time is reasonable and allowable, and will reply
91 to the Union's request. Requests for Official Time shall be done in accordance with
92 section 706. Use of Official Time while teleworking is not authorized.
93

94 **Section 705 Seek Permission**

95 Employees will obtain permission from their first-level supervisor, or the supervisor's
96 designated representative, prior to departing from assigned duties or leaving the work
97 area to meet with the Union.
98

99 Union stewards will obtain permission from their first-level supervisor, or the
100 supervisor's designated representative, prior to departing from assigned duties or
101 leaving the work area for Union related matters.
102

103 The steward will discuss with the steward's first-level supervisor, or the supervisor's
104 designated representative, where the steward needs to go, what the steward will be
105 doing, and approximate duration the steward is requesting to be away from the
106 assigned work area.
107

108 If more time is needed, or if there is a deviation from the original communication, the
109 steward will contact the steward's first-level supervisor, or the supervisor's designated
110 representative, and obtain authorization prior to deviating from the originally authorized
111 request. If the steward's first-level supervisor, or the supervisor's designated
112 representative, is unable to release the steward as requested, arrangements will be
113 made for the release of the steward at the earliest convenience based on workload.
114 The steward's first-level supervisor, or the supervisor's designated representative, will
115 take into consideration the timeframes of the case involved when rescheduling.
116 Reasons for rescheduling will be discussed with the steward.
117

118 Contact between employees and Union representatives will normally take place in the
119 immediate vicinity of the employee's assigned work area. Prior to entering another
120 supervisor's work area, the steward will contact the cognizant supervisor, or the
121 designated Management representative, to advise the Management official that the
122 steward is investigating a labor-management problem, and will identify the employee to
123 be contacted. Union representatives other than Agency employees will follow like
124 procedures.
125

126 Union representatives will be allowed a reasonable amount of Official Time for the
127 following purposes:
128

- 129 1. Receiving, preparing and presenting employee and Union
130 grievances/arbitrations and MSPB appeals on behalf of employees.
131
- 132 2. Attendance at formal meetings and investigatory interviews as defined by 5 USC
133 7114(a)(2).
134
- 135 3. Negotiations involving Management, including attendance at impasse

- 136 proceedings.
- 137
- 138 4. Preparing for, traveling to and from, and participating in other meetings when
- 139 authorized by Management.
- 140
- 141 5. Other Union related duties assigned by the Union Conference Committee Chair,
- 142 or Chief Steward. Official Time may not be used for internal Union business.
- 143
- 144 6. Union Conference Committee Chair and Chief Steward time to perform labor
- 145 relations associated work, and to prepare for and attend meetings called by
- 146 Management.
- 147

148 **Section 706 Chief Steward**

149 The Chief Steward will perform the following duties:

- 150
- 151 1. Assign stewards and provide the listing of stewards to the Union Chairperson.
- 152
- 153 2. Make individual case assessment and assign the appropriate steward to the
- 154 case.
- 155
- 156 3. Provide technical guidance and assistance to stewards in handling grievances,
- 157 and actively participate in hearings at the department head level to arbitration.
- 158
- 159 4. Conduct research and investigations of alleged adverse workplace environments
- 160 and mediate resolution, as applicable, or as directed by the Union Chairperson or
- 161 as requested by Management.
- 162
- 163 5. Provide technical guidance and assistance to Management officials on labor-
- 164 related issues as requested by the Union Chairperson, or as requested by
- 165 Management.
- 166
- 167 6. Conduct research of labor-related laws and regulations, including the maintaining
- 168 of familiarity with changes to applicable government regulations, or as requested
- 169 by the Union Chairperson.
- 170
- 171 7. Assume the duties of the Union Chairperson in the Chair's absence.
- 172

173 **Section 707 Required Certifications**

174 The Chief Steward and Union Conference Committee Chair may maintain all

175 required certifications of their positions with their parent division.

176

177 **Section 708 Group Assignments of 15 or More**

178 When group assignments of 15 or more unit employees are made involving temporary

179 additional duty, a listing will be given to the Union upon request, to name a steward to

180 represent them. However, this does not preclude the naming of a representative when

181 a lesser number is involved in special instances when agreed upon by the Union and

182 Management. Such stewards may conduct business under this Agreement with
183 Management's representative on the trip.
184

185 **Section 709 Parking**

186 Management will provide two parking spots near the Union office for the sole purpose
187 of conducting official business.
188

189 **Section 710 Changes in Assigned Shift or Work Area**

190 Changes in assigned shift or work area, which may impact a Union steward or official's
191 ability to perform Union duties, will be discussed with the Union prior to such changes
192 taking place. Management will consider requests from the Union to avoid specific
193 actions when it is shown that such actions will negatively impact upon their duties as
194 Union representatives. Management agrees upon request of the Union to consider the
195 work area reassignment of personnel to accommodate assignment of stewards. Such
196 reassignments must be consistent with workload and occupational skills.
197

198 **Section 711 Conference Area**

199 In the event a conference area is desired for discussions between a Union steward and
200 a unit employee, Management agrees to provide space when available. Space must be
201 requested in advance to facilitate scheduling of joint-use conference areas.
202

203 **Section 712 Time to be Interviewed**

204 Employees will be allowed a reasonable amount of time, in accordance with section
205 705, to be interviewed by the Union as a witness in arbitration, appeal cases, and in
206 Union investigations pertaining to work place environment issues.
207

208 **Section 713 Print and Distribute Copies of this Agreement**

209 Management agrees to print and distribute copies of this Agreement to all unit
210 employees. A copy of this Agreement shall be given to each newly hired bargaining unit
211 employee as part of the employee's orientation.
212

213 **Section 714 Newly Hired Unit Employees**

214 Management agrees that all newly hired unit employees will have a check off point on
215 their Check-in sheet for the Chief Steward's initials. The Union Chairperson will initial
216 the sheet in the Chief Steward's absence.

ARTICLE EIGHT

WORK SCHEDULES

1 **Section 801 Administrative Workweek**

2 The administrative workweek is the calendar week 0000 Sundays through 2400
3 Saturdays. Normal start and stop times will be in accordance with the time keeping
4 manual. Except as set forth below, the basic workweek consists of five (5) consecutive
5 eight (8) hour days, Monday through Friday, followed by two (2) days off. Basic
6 workweeks other than Monday through Friday may be established for employees whose
7 jobs are directly related but not limited to:

- 8
- 9 1. Work not available to be accomplished Monday through Friday;
 - 10 2. Routine service-type functions such as outlined in applicable directives;
 - 11 3. Unforeseen or unscheduled work of a minor nature.
- 12

13

14

15 **Section 802 Family-Friendly Work Arrangements**

16 In the spirit of providing family-friendly work arrangements, Management will consider
17 Alternate Work Schedule (AWS) programs whenever possible within mission
18 constraints. Any employee may request an AWS schedule.

19

20 **Section 803 Purpose of Alternate Work Schedule**

21 The purpose of AWS is to enable Management officials to meet program goals while, at
22 the same time, allowing employees to be more flexible in scheduling their personal
23 activities, including pursuing advanced degrees and meeting family needs. Providing
24 flexible scheduling of working hours and telecommuting improves morale and reduces
25 stress by giving employees more options to balance work and family demands. This
26 enhances both hiring and retaining quality employees.

27

28 **Section 804 Compressed Work Schedule Expectation**

29 It is the intention and expectation that all parties to this Agreement will cooperate in
30 every way in the conduct of this program. The Agency will grant a Compressed Work
31 Schedule (CWS) if it is not detrimental to the operation or mission of the work area, or
32 the Agency. The Agency shall attempt to accommodate employees with serious work-
33 schedule conflicts such as daycare, ferry schedules, carpools, etc., consistent with
34 efficient mission or function accomplishment when considering schedule details such as
35 start/stop times.

36

37 **Section 805 5-4/9 Compressed Work Schedule**

38 Management standard CWS: an employee works nine (9) hours for eight (8) days, eight
39 (8) hours on one (1) day, and normally has one scheduled Friday off during each pay
40 period. Regular beginning and ending times for each workday will be set at the time an

41 employee begins the CWS program. An employee's request for other than a Friday off
42 will be considered as per 803 and 804.
43

44 **Section 806 Special Work Schedule**

45 Management Special Work Schedule (SWS): Management has the authority to
46 authorize work schedules other than the standard work schedules included in this
47 agreement if a special schedule is requested by the employee and the requested
48 schedule does not interfere with accomplishing the mission of the work group and
49 Management.
50

51 **Section 807 Day Off May be Changed**

52 In the CWS program, once hours have been selected, the employee's compressed work
53 schedule day off or eight (8) hour day may be changed on a "for this pay period only"
54 basis, either by mutual agreement between the employee and the First Line Supervisor,
55 or at the direction of Management when the workload so dictates. Any such change to
56 normal work hours must be reflected by a revised tour of duty submitted to
57 Management's Payroll Office.
58

59 **Section 808 Alternate Work Schedule Policy**

60 The AWS is offered on a voluntary basis to full-time career and temporary employees of
61 NUWC Keyport as set forth above. Work schedules for employees not approved for the
62 AWS will be established per current negotiated Agreements or NUWC Keyport's
63 timekeeping procedures, as applicable. It is understood that when changing work
64 groups, an employee's AWS may have to be changed to complement the schedules of
65 co-workers and accomplish the mission of the affected work units.
66

67 Some projects or assignments may require that employees work a schedule other than
68 their normal assigned schedules for the duration of that project or assignment.
69 Management shall continually evaluate all positions for impact on efficient mission or
70 function accomplishment.
71

72 Management will notify the Union of any reason for not wanting specific work units or
73 positions included in the program. In any and all cases where Management contends:
74

- 75 1. That an AWS is not practical for a specific work unit or position;
76
- 77 2. That pertinent laws or regulations, such as those governing the hours of work in
78 ordnance magazines, require a change in AWS hours of work, hours per day, or
79 days off;
80
- 81 3. That there are other circumstances where any general change of CWS hours of
82 work, starting and stopping times, or other AWS related change, affecting work
83 groups in general is necessary; such issues will be resolved in accordance with
84 the provisions of the Agreement and the Statute.
85

86 Employees and Management should work together to develop mission-sensitive,

87 customer-focused work schedules. When they are unable to agree, Management is
88 encouraged to obtain input from a third party, who is not a part of the work unit.
89 Basic workweeks that do not coincide with the calendar week will, for the purposes of
90 the AWS program, be treated in the same manner as those that do coincide with the
91 calendar week with corresponding non-workdays, for the purpose of administration of
92 this AWS program, considered as if a Saturday/Sunday and the first and last workweek
93 days as if Monday/Friday.

94

95 **Section 809 AWS Procedures**

96 In establishing an employee's work hours, primary consideration is given to efficient
97 mission or function accomplishment, as well as other considerations set forth in
98 applicable regulations. The Agency may also consider safety, technical/supervisory
99 coverage, family-friendly policies and employee morale when establishing work hours
100 and AWSs.

101 Participating employees will have their regular work hours and the designation of shifts
102 entered in the automated timekeeping system. Thereafter, the employee, an Agency
103 official, or designated representative will enter timekeeping data, as appropriate, to
104 reflect work hours for that employee. To facilitate the payroll function, Agency officials
105 must submit to the Agency's Payroll office, at least one (1) week in advance of the
106 scheduled pay period, a schedule for the participating employee.

107 In order to prevent disruptions to routine Agency functioning, changes must be kept to a
108 minimum. An employee desiring to permanently discontinue participation in the AWS
109 program should submit a written request to the employee's first-level supervisor for the
110 work area. The request should specify the desired change and include the desired
111 effective date and the reason for the change. The Agency official will then consider the
112 merits of any change requests. Approved changes will be forwarded to the Agency's
113 Payroll Office.

114

115 **Section 810 AWS: TDY Situations**

116 The Agency is responsible for anticipating fluctuations in an employee's work schedule
117 to provide for eighty (80) hours of work in each pay period. Therefore, except as set
118 forth below, an employee will normally change to the basic workweek for the entire pay
119 period(s) during which TDY is projected, as determined by the Agency.

120

121 In those rare instances where there is insufficient time for the employee to change the
122 basic workweek at the beginning of the pay period, the Agency shall determine
123 necessary adjustments using the following guidelines:

124

- 125 1. If possible, hours should be adjusted to allow the employee to work a total of
126 eighty (80) hours in a pay period.
- 127
- 128 2. If it is not possible for the employee to work a total of eighty (80) hours in any
129 single pay period, the Agency may excuse up to four (4) hours during a pay
130 period.

131

- 132
133 3. If the opposite situation occurs and the employee will work more than eighty (80)
134 hours during the pay period, the affected employee will be compensated for all
135 hours worked in excess of what would otherwise be normal working hours to the
136 extent allowable by law.
137

138 In limited TDY situations of one (1) week or less, the Agency has the option of
139 allowing employees to remain on the AWS or changing the employee to the standard
140 workweek for that pay period. To allow an employee to remain on AWS, both the
141 availability of work and workspace must be considered.
142

143 **Section 811 CWS: Training Situations**

144 An AWS does not normally apply to individuals attending schools, training courses,
145 conferences, etc., where the basic workweek schedule is used. For those pay periods
146 involving training of this nature, the employee will normally work five (5) eight (8) hour
147 days. However, if an employee is attending training within Management's facilities, or is
148 commuting on a daily basis to training, it may be possible to remain on a CWS,
149 (dependent upon availability of work and workspace).
150

151 As in the case of a TDY situation where there is insufficient time to change the basic
152 workweek prior to the beginning of a pay period, Management officials should make
153 adjustments, as appropriate, to the timekeeping system.
154

155 **Section 812 CWS: Annual and Sick Leave**

156 Time off must be charged to the appropriate leave category unless the employee is on
157 an excused absence. Leave will be charged according to the number of hours that
158 would normally have been worked. For example, if employees took annual or Sick
159 Leave on a day they would normally have worked nine (9) hours, they would be charged
160 nine (9) hours of leave respectively.
161

162 **Section 813 CWS: Holiday Pay**

163 All full-time employees, including those on a CWS, are entitled to an "in lieu of" holiday
164 when a holiday falls on a non-workday. In such cases, the employee's holiday is the
165 basic workday immediately preceding the non-workday.
166

167 Exception: If the holiday falls on a non-workday that is a Sunday, the "in lieu of" holiday
168 becomes Monday (Unless Monday is a CWS Regularly Scheduled Day Off (RDO). In
169 this case, the RDO does not move, instead the in lieu of holiday is recorded on the
170 preceding workday which is Friday).
171

172 **Section 814 CWS: Overtime**

173 Overtime hours are hours worked which are in excess of the basic daily work
174 requirement and in excess of eighty (80) hours a pay period. The employee is entitled
175 to overtime pay or compensatory time for overtime worked per applicable provisions of
176 the law.
177

178 **Section 815 CWS: Deviation from the Workweek or Hours**

179 Any deviation from the workweek or hours of work set forth in section 801 above shall
180 be made in accordance with applicable laws and government-wide regulations and the
181 provisions for AWS as set forth below:

- 182
- 183 1. The range of hours during which an employee may be authorized to work is the
184 employee's tour of duty. All employees are expected to be at work or in an
185 approved leave status during their work schedule.
186
 - 187 2. AWSs may be utilized if requested by the employee and approved by the
188 Agency. The Agency will consider requests from employees to effect changes in
189 their shift hours and these requests may be granted by the appropriate Agency
190 official. The Agency will also consider short-term changes of shifts to
191 accommodate special needs or desires expressed by employees subject to the
192 same considerations. The Agency may make minor changes in shift hours to
193 accommodate individuals.
194
 - 195 3. Employees who submit a request for an AWS in writing will receive a written
196 response, if requested. If the request for an AWS is denied, the Agency will
197 provide to the employee specific and explicit reasons for declining approval of the
198 request.
199
 - 200 4. The employee will normally remain on that shift for sixty (60) days before the
201 employee may request a change to another shift. An employee may request to
202 change their shift after sixty (60) days. This must be accomplished by notifying
203 their first-level supervisor in writing. The Agency shall notify the employee of the
204 approval or denial of the request prior to the requested start date.
205
 - 206 5. It is agreed that special circumstances surrounding operations associated with
207 conventional ammunition on/off-loading dictate hours of work which are other
208 than normal hours. These circumstances are related to traffic safety to and from
209 the Agency, the requirement for transportation between the parking area and the
210 work station, and other physical limitations of waterfront facilities. In recognition
211 of these special considerations, there will be two (2) distinct hours of work
212 established for those employees directly engaged in waterfront operations and
213 those employees in positions supporting waterfront operations.
214
 - 215 6. It is further agreed that work in support of contractors, based or working in
216 Agency facilities which the Agency does not schedule, may require special
217 working hours. When judged necessary for mission accomplishment, these
218 hours may be adjusted to conform to those hours established by the contractor.
219 Every attempt will be made to have contractors conform to the Agency's work
220 schedule and recognized Federal holidays.
221
 - 222 7. Variations in work schedules for service-type functions (e.g., utilities) will be fixed
223 according to the need for such services in accordance with regulation.
224

- 225 8. Transportation functions in support of the ranges may require special work hours
226 and basic workweek. When compelling reasons require a change in these hours,
227 the Agency will consult with the Union in accordance with this Agreement.
228

229 **Section 816 Changing the Days of Basic Workweek or Shift Hours**

230 When changing the days of an employee's basic workweek or shift hours without
231 employee concurrence, Management will normally give notice to the employee and the
232 Union at least seven (7) calendar days before the first administrative workweek affected
233 by the change. The days of an employee's basic workweek shall not be changed for
234 any period of less than one (1) full week except under the special circumstances
235 described above and in applicable regulations. It is recognized that certain working
236 conditions do not permit the full notification period. The number of employees assigned
237 to a workweek other than Monday through Friday will be the minimum necessary to
238 perform the functions. Non-work days of employees will be consecutive.
239

240 **Section 817 Lunch**

241 Normally, employees will be granted thirty (30) minutes for lunch. Exceptions to this
242 are:
243

- 244 1. In the event Management requires employees to work through their regular lunch
245 period, these employees will be given time to eat at a time agreed upon by the
246 employees and Management officials.
247
- 248 2. If as a result of unforeseen circumstances the employee is required to eat lunch
249 on the job and food is not available at the job site, Management, if possible, will
250 see that appropriate arrangements are made for the employee to obtain food at
251 the employee's expense.
252
- 253 3. In the event Management requires an employee to forego the lunch period and
254 the employee works all of the work-shift, including the lunch period, all time
255 worked in excess of the normally scheduled hours in the workday will be
256 considered overtime.
257
- 258 4. Under special circumstances, Management may allow employees to forego their
259 lunch break thereby shortening their work-shift by the time normally allotted for
260 lunch.
261

262 **Section 818 Work Hours, Unusual Circumstances**

263 Where workload cannot be scheduled during normal work-hours, employees may
264 volunteer to shift their hours of work to accommodate the workload.
265

266 **Section 819 Assignment to Swing and Graveyard Shifts**

267 Management agrees that assignment of employees to the swing and graveyard shifts
268 will be made in accordance with Management's analysis of the work requirements and
269 the qualifications of all persons available. Consideration will be given to volunteers and
270 to employees adversely impacted by such assignments.

271

272 **Section 820 Non-Clocking Privileges**

273 All employees will be extended non-clocking privileges except in situations involving
274 overtime or compensatory time. Clocking may be required in situations where no
275 Agency official will be working a back-shift, to provide attendance verification.
276

277 **Section 821 End of Each Shift**

278 Time, as determined by Management, will be allowed prior to the end of each shift for
279 protection of government property and equipment. Management will provide suitable
280 facilities for protection and stowage.
281

282 **Section 822 Motor Vehicle Operator**

283 A motor vehicle operator shall not be required to operate a motor vehicle for more than
284 ten (10) consecutive hours following eight (8) consecutive hours off duty subject to the
285 exceptions in OPNAV instruction 5100.12.
286

287 **Section 823 Breaks**

288 Employees will be provided two (2) breaks during their daily work-shift in which they
289 may engage in activities of their choice including Union-related business, subject to the
290 Agency's right to assign work, as long as official break time is not exceeded.
291 Consideration will be given to the time it takes the employee to get from the work site to
292 the break area. Each break shall not exceed 10 minutes.

ARTICLE NINE

OVERTIME

1 **Section 901 Overtime Assignments**

2 Overtime assignments whenever possible will be distributed fairly and within a
3 reasonable time among employees determined by the Agency to be qualified in
4 accordance with individual expertise, required certification, the Agency's need for
5 overtime work and in compliance with individual overtime policies agreed upon between
6 the Union and the Agency. The Agency agrees, upon request, to relieve an employee
7 from an overtime assignment provided another qualified employee, as outlined above, is
8 available from the same section and volunteers to perform the overtime work. If an
9 employee is relieved of an overtime assignment at the employee's request, the hours of
10 overtime declined will be considered as overtime hours worked for purposes of
11 determining the equity of distribution. Since Compensatory Time for non-exempt
12 employees is strictly voluntary upon the request of employees, the Agency agrees that
13 no overtime work assignments will be required as Compensatory Time to avoid the
14 payment of overtime compensation. Under certain circumstances, this overtime policy
15 may be subject to qualification or clarification in some work groups or codes through
16 written Agency policies or memoranda of agreement between the Union and the
17 Agency. When employees are required to work overtime, they will not be required to
18 use Annual Leave, or Leave Without Pay (LWOP) to offset overtime hours worked.
19

20 **Section 902 Notice of Scheduled Overtime**

21 In the assignment of overtime, the Agency agrees to provide the employee a minimum
22 of one (1) scheduled full workday notice of scheduled overtime. As soon as the need
23 for unscheduled overtime is known, the Agency will promptly notify all affected
24 employees and further agrees to give due consideration to the employee's personal
25 circumstances, subject to the paramount requirements of fulfilling the mission of the
26 Agency. Confirmation of instructions to report for overtime will be given no later than
27 the start of the lunch period on the last scheduled shift before the overtime commences.
28 The Union recognizes that in special cases, such as the breakdown of equipment or
29 urgent Fleet delivery or range requirements, little or no advance notice may be possible
30 and therefore will not be given.
31

32 **Section 903 Perform Irregular or Occasional Work on an Overtime** 33 **Basis**

34 The Agency agrees to consider employees' requests to provide at least four (4) hours of
35 work to an employee who is requested to perform irregular or occasional work on an
36 overtime basis on a nonscheduled workday. It is recognized that in cases of
37 emergency, such as restoration of utilities, etc., less than four (4) hours may be
38 provided. Where the services of the employee are not required for four (4) full hours,
39 overtime will be paid in accordance with the "callback" provisions of OPM regulations
40 and other applicable regulations which provide for a minimum of two (2) hours pay.
41 When overtime work cannot be scheduled as a continuation of the regular shift,

42 employees will not be required to terminate their workday and return to work later if the
43 overtime work is scheduled to commence within two (2) hours of the end of the shift.
44

45 **Section 904 Qualifying for Overtime**

46 If an employee is in a work status during any part of a normal workday the employee
47 may work overtime on that day or the following day. Employees in an approved leave
48 status prior to overtime will not be denied their opportunity for weekend overtime as-
49 signments, if present during solicitation of the overtime or arranged in advance.
50

51 **Section 905 Inspection of Existing Overtime Records**

52 The Agency agrees to allow inspection of existing overtime records by stewards to the
53 extent necessary for determination of alleged inequities in overtime distribution. Such
54 requests will be kept to a minimum by the Union.
55

56 **Section 906 Overtime Policy**

57 When an employee is scheduled to work eight (8) hours of overtime, which is not a
58 continuation of the regular work shift, the following policy will apply:
59

- 60 1. If the employee is not notified that work is not available prior to reporting for work,
61 the employee will be provided two (2) hours of work.
62
- 63 2. When the work scheduled for completion during an overtime shift, which was
64 anticipated to take a full eight (8) hours, is completed early or must be
65 suspended, the Agency will consider requests from employees to be assigned
66 additional work required to provide a total of eight (8) hours of overtime work.
67
- 68 3. It is understood that workload considerations might preclude assignment of such
69 additional work, that this work may not necessarily be within the employee's
70 normal trade and that if the work is not required to be performed by the Agency,
71 the employee may choose to forego that option under this section.
72
- 73 4. When there is a continuation of an employee's regular scheduled work shift and it
74 is anticipated the continuation of work will last two (2) hours or more, employees
75 shall be provided a break period at the end of the regular shift and every two (2)
76 hours thereafter.
77

78 **Section 907 Scheduling of Representational Activities**

79 The Agency and the Union recognize that Union representational activities should be
80 scheduled during normal work hours.
81

82 **Section 908 Overtime on CWS Days**

83 Whenever possible, overtime assignments may be performed on the employee's CWS
84 day off during the normal workweek which will be granted either as overtime or
85 Compensatory Time, as requested by the employee.

ARTICLE TEN

HOLIDAY WORK

1 **Section 1001 Holiday Work Assignment**

2 Insofar as practicable and in keeping with Management's need for holiday work,
3 assignment to holiday work shall be made by following the procedures specified in this
4 Agreement.

5
6 **Section 1002 Legal Public Holidays**

7 The following are legal public holidays and will be observed as prescribed by federal
8 law:

- 9
- 10 1. New Year's Day
 - 11 2. Birthday of Martin Luther King, Jr.
 - 12 3. Washington's Birthday
 - 13 4. Memorial Day
 - 14 5. Independence Day
 - 15 6. Labor Day
 - 16 7. Columbus Day
 - 17 8. Veterans Day
 - 18 9. Thanksgiving Day
 - 19 10. Christmas Day

ARTICLE ELEVEN

WAGE SURVEYS

1 **Section 1101 Wage Surveys**

2 It is agreed that Management will forward promptly to the proper authorities, properly
3 documented requests for wage surveys submitted by the Union and will notify the Union
4 as soon as possible as to the date such wage surveys will be conducted.
5

6 **Section 1102 Time Allowed**

7 Time allowed during working hours may be granted to not more than one employee for
8 each benchmark trade, for the purpose of appearing before the Wage Survey
9 Committee to make a presentation on behalf of the employees in the unit concerning
10 wage survey coverage. Management will consider the Unions' suggestions on the
11 selection of the Bargaining Unit Employee (BUE) to appear before the Wage Survey
12 Committee. Such allowed time will be limited to three (3) hours per appearance.
13

14 **Section 1103 Wage Survey Data Collectors Pay**

15 Wage survey data collectors will be paid regular and overtime pay for all work officially
16 authorized and approved which is performed by them in the course of their duties as
17 data collector. Other expenses will be paid in accordance with applicable regulations.

ARTICLE TWELVE

SICK LEAVE Section 1201 Accrued Sick Leave

Employees may request to use accrued Sick Leave when they are unable to perform their duties due to sickness, injury, pregnancy, medical confinement, medical, dental, optical examination, or treatment as allowed by 5 CFR part 630 subpart D.

Section 1202 Notify, or Cause to be Notified

Employees shall be responsible for contacting Management and requesting Sick Leave unless incapacitated from following "call in" procedures. The incapacity of the employee to follow "call in" procedures must be documented by a written medical certification provided by a health care professional, and shall be provided to Management the next working day the employee returns to perform assigned duties. Requests for Sick Leave for medical, dental, optical examination, or treatment shall be submitted and approved prior to the day of scheduled leave.

An employee who is absent on account of illness shall request leave from the employee's first-level supervisor for the assigned work area prior to the start of the employee's shift. Late notification, up to one hour after the start of the shift, may be approved if it is an infrequent occurrence by the employee. Employees assigned to service functions, such as transportation or utilities, will call prior to the start of their assigned shift. If the employee is unable to speak with their first-level supervisor, the employee is to leave a message including a telephone number at which the employee can be reached. Supervisory notification does not constitute Sick Leave approval, and the employee retains the responsibility for ensuring that the notification is made. Employees shall contact their first-level supervisor and request Sick Leave on the first work day of absence due to illness, and each work day thereafter unless Management specifically approves an alternate schedule, which will not to exceed seven (7) calendar days. On the first work day that the employee returns to work, the employee shall submit a Sick Leave request for consideration in Management's official leave tracking system.

Section 1203 Medical Certificates

Medical certificates or administratively acceptable evidence is required for absences in excess of three (3) working days, or for a lesser period when required by Management, and must specify when the employee may return to duty. Management may consider an employee's self-certification as to the reason for his or her absence as administratively acceptable evidence, regardless of the duration of the absence.

When requested, the employee must provide administratively acceptable evidence, or medical certification within fifteen (15) calendar days of Management's request. If the employee is unable to provide the requested evidence, despite the employee's diligent good faith efforts, the employee must provide the evidence within a reasonable period of time, but no longer than thirty (30) calendar days after Management made the original request for documentation. If the employee fails to provide the required evidence within

45 the specified time period, he or she is not entitled to sick leave.

46
47 Prior to taking disciplinary action, Management will discuss the circumstances of the
48 absence with the employee. The employee will be given an opportunity to consult with
49 a Union representative. Medical certificates, when required, will specify when the
50 employee may return to duty.

51
52 The first time a Management official suspects that an employee is abusing Sick Leave,
53 the employee will be orally advised of the suspected abuse. The employee may
54 request Union representation for the oral counseling. The fact that an oral counseling
55 session has taken place will be documented with the signature of Management official
56 and employee, and a copy of the signed counseling will be provided to the employee.
57 After oral counseling, the employee may be advised, in writing, of the requirement to
58 submit a medical certificate signed by a physician, practitioner, or designated medical
59 representative for each subsequent absence for illness to Management. Management
60 shall accept the valid medical certificates that are signed or endorsed in any manner in
61 which the physician deems appropriate. Medical certificates will not be required for
62 holidays or days outside the employee's workweek. Employees who use Sick Leave for
63 medical, dental, or optical examinations will not be required to submit a medical
64 certificate in the absence of evidence of past Sick Leave abuse.

65

66 **Section 1204 Sent Home by a Federal Dispensary**

67 An employee sent home by a federal dispensary will be provided transportation by
68 Management in those cases where the federal Medical Officer determines such
69 transportation is necessary.

70

71 **Section 1205 Advance Sick Leave**

72 Management may advance Sick Leave in accordance with applicable regulations and
73 Agency directives to career or career conditional employees who are incapacitated for
74 duty because of serious illness or injury. Sick Leave will not be advanced to an
75 employee known to be contemplating separation by retirement or resignation, or has a
76 past pattern of irresponsible leave usage. The following requirements apply to advance
77 Sick Leave requests:

78

- 79 1. The maximum advance will not exceed 240 hours;
- 80
- 81 2. There is reasonable evidence substantiated by a statement from the federal Medical
82 Officer, medical practitioner, or private physician that the employee will be capable
83 of returning to work and fulfilling the full scope of the employee's assigned duties;
- 84
- 85 3. There are sufficient funds in the employee's retirement account to repay
86 Management for the value of advance Sick Leave should the employee not be able
87 to return to work. Employees not having a sufficient balance in the retirement
88 account will be allowed to sign a statement acknowledging the debt and agreeing to
89 pay if federal government service is terminated.
- 90

91 **Section 1206 Temporary Restricted Work**

92 When an employee is assigned a temporary restricted work classification, as
93 determined by the federal Medical Officer, Management will give good faith
94 consideration to providing temporary limited duty assignments consistent with the
95 prescribed restrictions. Should no such job be available for the duration of the
96 restriction, the employee may elect to use Sick or Annual Leave, if the employee has
97 sufficient leave balances available, LWOP, or apply for injury compensation as provided
98 by law.

99

100 **Section 1207 Alcohol and Drug Addiction**

101 The Agency recognizes alcoholism and drug addiction as treatable illnesses. Sick or
102 Annual Leave may be granted and/or advanced to an employee for the purpose of
103 receiving treatment approved by the Agency for alcoholism and/or drug addiction
104 provided the employee is complying with treatment requirements. The Agency will
105 publicize opportunities available to employees for rehabilitation and the Union agrees to
106 assist the Agency in making employees aware of these opportunities, and encouraging
107 their use when appropriate.

108

109 **Section 1208 Injured on the Job**

110 Employees injured on the job will be eligible for continuation of pay in accordance with
111 the Office of Workers Compensation Programs (OWCP) regulations. An employee who
112 has filed a claim with the OWCP for continuation of pay may elect continuation of pay,
113 or use Sick or Annual Leave, as appropriate, pending the decision by OWCP on the
114 claim. Employees who elect to use Sick or Annual Leave in lieu of compensation may
115 request to "buy back" leave used for that purpose after claim approval by the OWCP.

116

117 **Section 1209 Right to Select a Physician**

118 In job-related injury situations, employees will be informed prior to medical treatment, or
119 as soon as possible, of their right to select a physician of their choice.

120

121 **Section 1210 Verifying Sick Leave Use**

122 In making visits to an employee's home for the purpose of verifying Sick Leave use, a
123 Union representative will be notified and be allowed to accompany the Agency official
124 making the visit.

ARTICLE THIRTEEN

ANNUAL LEAVE

Section 1301 Requests for less than Five (5) Days Annual Leave

All requests for less than five (5) days of Annual Leave desired for the following thirty (30) day period will be submitted to the Agency prior to the date for which leave is requested. Submitted requests will be reviewed and approved/disapproved no later than two (2) working days after the submission of the request except that employees may request leave on the same day of its use. A review will be made of the reason for the request, workload during the period covered by the request, and the employee's leave record prior to the Agency making a decision on the request. Unless leave has been approved in this manner, it will be considered to be an "emergency request."

In "emergency leave" situations, the employee will contact the employee's first-level supervisor for the work area, or the supervisor's designated representative, as soon as possible before the start of the shift, or within two (2) hours after the start of the employee's work shift on the first workday of the absence. If the employee's first-level supervisor, or the supervisor's designated representative, is not available then information will be provided by the employee so that the employee may be contacted to discuss the emergency situation. If the Agency determines that a bona fide emergency exists, the leave request will be approved. If the leave request is disapproved, or the employee does not make contact in the manner described above, the employee may be placed in an absence-without-leave (AWOL) status. Failure to call in within the specified two (2) hour time limit will not, by itself, be a basis for denying the leave request. The reasons for failure to call in on a timely basis will be taken into consideration in the decision to approve all, or a portion of the day as Annual Leave.

Section 1302 Vacations

Every attempt consistent with the workload will be made to satisfy the desires of the employee with respect to approval of extended Annual Leave for vacations.

Management agrees to schedule approved leave for vacation purposes of not less than two (2) consecutive weeks for employees who earn thirteen (13) days of Annual Leave per year, and not less than three (3) consecutive weeks for employees who earn twenty (20) days or more of Annual Leave per year provided that the employee has a sufficient leave balance to cover the duration of the request, and provided the employee's request is submitted not later than the first of April. In scheduling such leave, the wishes of the employee will be given all due consideration.

When Management finds it necessary to cancel previously approved leave of two (2) weeks or more, the reasons for such actions will be provided to the affected employee, or employees, in writing if requested by the employee. In such situations, Management will also inform the employee in writing of the right to reschedule the requested leave. Once an employee has agreed upon a vacation period, change will not be permitted if, by doing so, the change would disturb the choice of another employee.

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Section 1303 Forced Annual Leave

Management reserves the right, in accordance with appropriate regulations, to place employees on Annual Leave whenever it is deemed expedient to do so for administrative reasons. Employees will be given the opportunity to take LWOP in accordance with regulations. When necessary to require employees to use Annual Leave, Management agrees to give the maximum possible advance notice to the employee and the reason for the action. In such situations, Management will give first consideration to volunteers.

Section 1304 Permitted to Use All Annual Leave Earned Each Year

Subject to Agency workload, employees will be permitted to use all Annual Leave earned each leave year. When the majority of available leave is placed on a schedule prior to 1 April, the ability of the employee to complete the requested leave is significantly enhanced. Planning for use of leave throughout the year is a joint responsibility of both the employee and the Agency. Advance planning can help avoid conflicts with other employees' leave schedules, and with periods of heavy workload. Also, scheduled and approved "use of lose" Annual Leave, which is later denied due to exigencies of public business in accordance with local and federal regulations, and which cannot be rescheduled, and leave which is forfeited at leave year end due to extended illness or administrative error, may meet the criteria for leave restoration when approved by the Agency.

Section 1305 Employee's Birthday

Management agrees to make a reasonable effort to allow the employee to have the shift off on Annual Leave on the employee's birthday

Section 1306 Scheduling of "Use or Lose" Leave

Management agrees to consult with the employee in the scheduling of "use or lose" Annual Leave, as appropriate.

Section 1307 Advance Annual Leave

Advance Annual Leave may be granted in accordance with regulations. Advance Annual Leave in excess of forty (40) hours must be approved by the Commander, or the Commander's designated representative.

Section 1308 Reduced Operations Period

If the Agency schedules a Reduced Operations Period in accordance with applicable regulations and Agency directives, the following basic principles will be followed:

1. Prior to April 1, notice will be given by the Agency in the form of an Agency notice indicating the period of reduced operations, and procedures affecting leave policy and work schedules for employees assigned to perform work during the period of reduced operations.

- 87 2. The draft of the notice will be forwarded to Agency officials and employee
88 organizations, including the Union for comment.
89
- 90 3. Employees may volunteer for work available during the period of reduced operations
91 for which they are qualified. Preference will be given to new employees, who have
92 not had the opportunity to accumulate sufficient leave balances, and to those
93 employees whose leave was used due to extended illness, or illness/death within the
94 employee's immediate family.
95
- 96 4. The Agency and the Union will encourage employees in the judicious use of leave to
97 allow sufficient leave balances to be available for use during periods of reduced
98 operations.
99
- 100 5. Normally the Agency will approve requests for use of LWOP if use of Annual Leave
101 during this period would leave employees with fewer than eighty (80) hours of
102 Annual Leave after the period of reduced operations for those employees earning
103 eight (8) hours of Annual Leave per pay period, fewer than one hundred (100) hours
104 of Annual Leave for those earning six (6) hours of Annual Leave per pay period, or
105 fewer than one hundred twenty (120) hours of Annual Leave for those employees
106 earning four (4) hours of Annual Leave per pay period. If the Agency period of
107 reduced operations exceeds thirty-two (32) working hours, any additional hours,
108 upon request of the employee, will be approved as LWOP.

ARTICLE FOURTEEN

ADMINISTRATIVE LEAVE

1 **Section 1401 Unforeseen Disruption**

2 When employees' services are not needed for short periods of time because of
3 conditions which cannot reasonably be foreseen by Management such as power or
4 equipment failure, lack of material, weather conditions, transportation strikes, or acts of
5 God, Management may direct the use of Annual Leave subject to the following
6 conditions:

- 7
- 8 1. In cases of interrupted or suspended operations due to unforeseen conditions,
9 employees who cannot be assigned to other work will be required to use Annual
10 Leave where twenty-four (24) hours advance notice can be given. Employees may
11 elect to use LWOP in this circumstance.
12
 - 13 2. When such situations develop too late to give twenty-four (24) hours advance notice,
14 employees who cannot be assigned to other work will be required to use Annual
15 Leave only if notice can be given before the end of their shift immediately preceding
16 the one in which they are to be placed on leave. Such involuntary use of leave may
17 not exceed five (5) days in any leave year.
18
 - 19 3. When neither twenty-four (24) hours notice nor notice before the end of their
20 immediately preceding shift is possible, employees who cannot be assigned to other
21 duties may be placed on Administrative Leave not to exceed eight (8) hours and
22 could then be placed on enforced Annual Leave for any subsequent continuous
23 absence required beyond eight (8) hours, provided a twenty-four (24) hour advance
24 notice can be given.
25

26 **Section 1402 Relocated From Other Geographic Areas**

27 Covered employees who have relocated from other areas at NUWC Division Keyport
28 expense may, in addition to the relocation expenses provided for in applicable
29 regulations, be permitted to use no more than three (3) days of Administrative Leave for
30 the purposes of receiving shipments of personal belongings and other necessary
31 actions directly related to the relocation.

ARTICLE FIFTEEN LEAVES OF ABSENCE

1 **Section 1501 Union Business or Training**

2 Employees normally will be granted accrued Annual Leave or LWOP to accept
3 temporary positions with the Union, or its affiliates, or to attend conventions or meetings
4 of the Union as defined in the Statute and subject to the needs of Management,
5 provided that LWOP shall not exceed one (1) year.
6

7 **Section 1502 Approved LWOP**

8 Employees who are absent on approved LWOP for periods of up to one (1) year shall
9 accrue all applicable rights and privileges in respect to coverage under the Federal
10 Employees Group Life Insurance and Federal Employees Health Benefits Programs.
11

12 **Section 1503 Bereavement**

13 Leave for bereavement will be in accordance with applicable regulations.
14

15 **Section 1504 Excused Time**

16 An employee shall be allowed excused time, without charge to leave or loss of pay,
17 subject to the workforce requirements of Management as hereinafter provided:
18

- 19 1. An employee whose services have been requested for authorized emergency
20 rescue and protective work not to exceed forty (40) hours per calendar year.
21
- 22 2. Participation in examinations for promotion or interview for job opportunity during
23 working hours when conducted by Management.
24
- 25 3. Employees under RIF notice will be granted Administrative Leave for required
26 interviews at other federal activities within the commuting area.
27
- 28 4. Employees who volunteer as blood donors (either to the blood bank or directly to
29 individuals) shall be excused for this purpose. Such absences shall not exceed
30 four (4) hours and shall be certified, in writing, by the organization receiving
31 blood.
32
- 33 5. Management agrees to grant excused absence to Union officials for the purpose
34 of attending Union-sponsored labor-management relations training, not to exceed
35 a combined total of fifteen (15) work days a year for all Union personnel. Up to
36 an additional five (5) work days will be granted per year for the purpose of
37 training one (1) new Union steward. Management will consider requests for
38 additional time for special circumstances.
39
- 40 6. All stewards and alternate stewards will be allowed one (1) work day per year for

41 stewards training. An additional work day of training will be allowed in years a
42 new agreement is implemented. This regular training can accumulate up to a
43 maximum of two (2) days.
44

45 7. The Union will be allowed to attend training sessions conducted by OPM, the
46 FLRA, Federal Mediation and Conciliation Service (FMCS), etc., which are of
47 mutual benefit to Management and the Union.
48

49 8. The Union will be allowed training time for one (1) steward, who will go to safety
50 training which is mutually determined by Management and the steward involved,
51 as beneficial to the mission of Management.
52

53 9. An employee who is tardy for less than an hour at the beginning of the assigned
54 shift may be excused at the discretion of the employee's first-level supervisor, or
55 the first-level supervisor's designated representative. Such tardiness, if repetitive
56 for any one employee, will be subject to investigation and/or administrative
57 action. Such excuses do not apply to overtime work performed outside the basic
58 workweek.
59

60 **Section 1505 Agency Ordered Fitness for Duty Examinations**

61 Allowed time will be granted both to employees traveling to federal medical facilities and
62 to employees traveling to offices of selected private physicians for their Management
63 ordered fitness for duty examinations.
64

65 **Section 1506 Family and Medical Leave Act (FMLA)**

66 If a covered employee invokes their right to take leave under FMLA, leave will be
67 granted in accordance with applicable law and regulations.

ARTICLE SIXTEEN

PUBLICITY

Section 1601 Unofficial Bulletin Boards

Management will make space available on unofficial bulletin boards on which the Union may post notices of union meetings, recreational or social affairs, elections, results of elections or other appropriate literature.

Section 1602 Keynotes

Management agrees to provide space on a "space-available" basis in the *Keynotes* for news submitted by the Union provided:

1. Such items meet the criteria of applicable regulations.
2. Such items that are considered objectionable to Management, or other organizations shall be discussed with the Union.
3. Such items must be submitted at least seven (7) days prior to the publishing date.
4. After consultation with the Union, Management reserves the right to edit such matters with regard to style and composition without changing the basic intent of article. Approval or disapproval of such items will be made promptly after submission by the Union.

Section 1603 Union Surveys and Polls

With the concurrence of Management, it is agreed that the Union will be permitted to use official time to distribute employee surveys and polls during working hours provided that such surveys or polls are directly related to conditions of employment.

Section 1604 Union News Bulletin

The Union shall have the right to distribute, within Management facilities, a Union news bulletin to all employees subject to the provisions of this Agreement. Such bulletins will not be distributed inside any gates during peak traffic hours.

Section 1605 Use of Defamatory or Scurrilous Statements

The Union and the Agency mutually denounce the use of defamatory or scurrilous statements by members of either party as being contrary to the principle of a good Union/Agency relationship, and further agree that they will not condone any such activity through failure to take affirmative action to prevent or stop it.

39 **Section 1606 Changes in Parking**

40 Management agrees to inform employees as soon as possible through the Plans of the
41 Week, the *Keynotes*, or other activity media, of any impending changes in parking due
42 to any parking areas that are reserved for visitors or parking areas closed due to
43 Management's work requirements.

44

45 **Section 1607 Computer Resources**

46 Management agrees to provide the computer resources required to support a BMTC
47 website hosted on Management's internal portal, and internet access via NMCI.

ARTICLE SEVENTEEN

PROMOTIONS

1 **Section 1701 Promoted Based on the Needs of Management**

2 Management will establish and maintain a merit staffing program that will be designed
3 to ensure a systematic means of selection for promotion based on merit. Merit
4 promotion is but one means of filling vacancies. Other appropriate means of filling
5 vacancies, as provided by law and regulations, may be properly utilized by
6 Management. Employees will be promoted based on the needs of Management, and
7 on the basis of merit without regard to race, color, religion, sex, marital status, national
8 origin, age, mental or physical handicap, political affiliation or membership, or non-
9 membership in employee organizations.

10
11 **Section 1702 Area of Consideration**

12 The area of consideration for merit promotions is established by Management, and is
13 determined by the likelihood of sufficient qualified candidates.

14
15 **Section 1703 Merit Promotion Announcements**

16 Job openings will be posted on Management's website for a minimum of ten (10)
17 calendar days closing on a work day, excluding holidays, and any Agency Reduced
18 Operations Period, prior to the first cutoff date; the cutoff date will be a workday. There
19 will be a link on Management's website referring interested employees to the
20 announcement(s).

21
22 Management may use the Management Identification of Candidates (MIC) process in
23 lieu of merit promotion vacancy announcements to make promotions. The MIC process
24 will follow the process as described in accordance with applicable rules, regulations and
25 guidance.

26
27 Employees are encouraged to set up notification alerts on systems where
28 announcements are posted.

29
30 Exception: For those announcements that will be open for less than ten (10) calendar
31 days, the Union will be notified prior to issuance. On request, employees absent from
32 Management on temporary duty assignment or Sick/Annual Leave for the majority of the
33 announcement shall be allowed up to three (3) additional calendar days upon return to
34 work to complete and submit an application including documentation showing the
35 approved absence, and, if qualified, will be considered if the selection list has not yet
36 been referred to Management official.

37
38 **Section 1704 Temporary Assignments**

39 Qualified employees will be given temporary assignments in accordance with federal
40 personnel regulations and the following:

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1. When an employee is assigned to a higher graded supervisory position for fifteen (15) calendar days or more, a temporary promotion will be made.
 2. Details to different positions at the same or lower grade level for periods of thirty (30) to one hundred twenty (120) days will be documented in the Electronic Official Personnel File (EOPF).
 3. When an eligible employee is officially assigned to, or permitted by a Management official, to perform in a clearly defined non-supervisory higher level position for fifteen (15) calendar days or more, a temporary promotion will be made. This does not apply to assignment of personnel on formal training programs. In situations where back pay is determined to be warranted under this subsection, the regulatory time limits regarding temporary promotions, for which competitive procedures are normally required, do not apply.
 4. Temporary reassignments may be made in lieu of details.

59
60

Section 1705 Evaluation of Candidates

61 Candidates eligible for noncompetitive selection may be referred to a Management
62 official for consideration at any time. Management may also elect to consider such
63 candidates along with promotional candidates in the competitive process. Candidates
64 will be listed in alphabetical order for referral to Management official.

65 Management official may select any candidate who is certified, or non-select all
66 candidates.

67
68 Once a selection certificate has been issued, the evaluation of candidates for
69 announced positions within the unit may be done by Management officials, or a rating
70 panel, and shall be based on the candidate's submitted resume, and any supplemental
71 information identified in the announcement.
72

73
74

Section 1706 Qualifications Review

75 When an employee's resume has been considered under a vacancy announcement,
76 notification will be posted in accordance with the DoN recruitment process. If applicants
77 have questions about why they were not referred for a specific vacancy, they should
78 contact the point of contact identified in the announcement to obtain answers utilizing
79 the appropriate process available. Failure to be selected for promotion when proper
80 promotion procedures were used, which includes non-selection from among a group of
81 properly ranked and certified candidates, is not a basis for a grievance.

82
83

Section 1707 Basic Information will be Available upon Request

84 When a merit promotion certificate/list, or a MIC, is established, basic information will be
available, upon request, to applicants within five (5) working days of final selection.

85 Information will include basic eligibility, the individual's name, scores, and the score of
86 all other applicants (when applicable). Names of other applicants will not be provided.
87

88 **Section 1708 Details, Reassignments, and Temporary Promotions**

89 Details, reassignments and temporary promotions will be made in accordance with merit
90 promotion principles. This shall not be construed to prohibit reassignment of personnel
91 in order to avoid RIF actions, to satisfy requirements of a seasonal or temporary nature
92 of emergency situations as defined in OPM regulations.
93

94 **Section 1709 Merit System Principles**

95 Management will adhere to Merit System Principles in accordance with 5 USC 2301(b).

ARTICLE EIGHTEEN

RIF AND PERSONNEL MOVEMENTS

1 **Section 1801 Pending RIF**

2 Management agrees to notify the Union of pending RIF actions at which time the Union
3 may make its views and recommendations known concerning the implementation of
4 such RIF actions.
5

6 **Section 1802 Continuing Positions**

7 In the event of a RIF, existing vacancies will be utilized to the maximum extent possible
8 to place employees in continuing positions who otherwise would be separated from the
9 service. All RIF actions will be carried out in strict compliance with applicable laws and
10 regulations.
11

12 **Section 1803 Reassign Employees**

13 It is agreed that Management, to the extent consistent with Management's workforce
14 requirements, will make a reasonable effort to reassign employees whose positions are
15 eliminated due to automation or adoption of labor-saving devices. It is agreed that
16 Management will make a reasonable effort to train employees where necessary for
17 reassignment whose positions are eliminated because of automation or adoption of
18 labor-saving devices provided the cost of such training is not excessive and if the
19 employee has the necessary aptitude as determined by Management. Any employee
20 demoted without personal cause will be advised in writing of the employee's entitlement
21 to special consideration for re-promotion.
22

23 **Section 1804 Right to Review Retention Registers**

24 The Union shall have the right to review retention registers and other pertinent papers
25 relative to RIF actions affecting employees in the unit. Such requests by the Union will
26 identify the employees or areas of concern. Personnel folders will not be reviewed by
27 the Union unless written permission has been obtained from the employee.
28

29 **Section 1805 Re-Promotion**

30 Although not guaranteed re-promotion, an employee entitled to special consideration for
31 re-promotion must be considered when a vacancy occurs in a position at the former
32 grade level (or any intervening grade level) for which the employee is qualified.
33

34 **Section 1806 Temporary-Duty Assignments**

35 It is Management's policy to assign employees to temporary-duty assignments
36 according to Management's analysis of the work requirements and the qualifications of
37 all persons available. When such assignments are required, every consideration
38 consistent with work requirements and qualifications will be given to volunteers.
39

40 **Section 1807 Examine Retraining Programs**

41 Management agrees to meet with the Union to collectively examine the establishment of
42 retraining programs to enable the qualification of employees for reassignment to other
43 positions.

ARTICLE NINETEEN

DISCIPLINARY ACTIONS

1 **Section 1901 Just Cause**

2 Disciplinary action will be taken only for just cause. Prior to taking disciplinary action,
3 Management officials may consider whether the problem is one which might be
4 appropriately addressed through Alternative Dispute Resolution (ADR). ADR would
5 involve bringing in a third party (Union, Management, or both the Union and
6 Management) for discussions in an attempt to resolve the issue(s). In cases of
7 proposed disciplinary actions, the employee will normally be given the opportunity to
8 reply within five (5) working days to the charges orally and/or in writing using the
9 assistance of a Union representative, an attorney, or an appropriate person willing to act
10 as the employee's representative.

11
12 In cases where Management believes special circumstances warrant less than five (5)
13 working days to reply to the proposed disciplinary action,
14 STATUS QUO – No changes proposed.
15 Management may reduce the reply period to a lesser period within the limits provided in
16 the Code of Federal Regulations by notifying the Union in writing of its reasons for
17 reducing the time to reply. It is expected that instances of reducing reply time will be
18 used sparingly. After formal action is taken, if the employee alleges that the charges
19 were untrue, the facts misrepresented, or the penalty too severe, the employee may
20 grieve/appeal the decision in accordance with this agreement.
21

22 **Section 1902 Disciplinary Action Categories**

23 Disciplinary actions are included in one of the following categories:
24

- 25 1. Appealable/grievable adverse actions: Removals, suspensions for more than
26 fourteen (14) days, and reductions in grade or pay. Furloughs for less than thirty
27 (30) days are also included in this category, but are non-disciplinary in nature.
28
- 29 2. Grievable disciplinary actions: Suspensions of fourteen (14) days or less and
30 letters of reprimand.
31
- 32 3. Other actions: Oral admonishments are not grievable. Letters of caution or
33 requirement are grievable in accordance with the provisions of the negotiated
34 grievance procedure. An employee may request and will be granted the right to
35 have Union representation present when letters of caution, requirement or
36 admonishment are issued.
37

38 **Section 1903 Preliminary Investigations and Discussions**

39 Prior to making a determination as to whether disciplinary action is warranted, a
40 Management official may undertake preliminary investigations and discussions with the
41 employees concerned without the presence of a Union representative. However,

42 Management should inform the employees that they have the right to Union
43 representation if they reasonably believe that disciplinary action may result.

44
45 When Management determines that the best interests of the employees involved will be
46 served by having an independent investigation, it may be conducted by an individual
47 who is not in the normal supervisory chain. The Union will be advised as soon as
48 possible when such investigations are undertaken. When the employee is advised
49 orally or in writing that a notice of disciplinary action will be given, the employee is
50 entitled to Union representation at all subsequent investigations or discussions
51 regarding disciplinary actions at which the employee is in attendance, subject to the
52 employee's approval. Management will provide upon request and if not prohibited by
53 law the designated Union representative with copies of any information relied on by
54 Management in proposing disciplinary and adverse actions against unit employees, as
55 well as copies of notices of proposed action and copies of the decisions. Management
56 should acquaint the employees with their right of representation before questioning in
57 these latter instances.

58
59 **Section 1904 Written, Formal Disciplinary Action**
60 In all cases of written, formal disciplinary action taken by Management against any
61 employee covered by this Agreement, the Union shall be notified of the action taken by
62 Management as soon as possible after the employee is notified unless the employee
63 certifies in writing that the Union shall not be notified.

64
65 **Section 1905 During an Investigation**
66 If at any time during an investigation an employee believes that questions regarding
67 personal legal rights arise, the interview will be suspended for a reasonable period of
68 time to permit the employee to seek private legal counsel. An extension of the
69 suspension will be granted for good cause shown. Upon the advice of such counsel,
70 the employee may have an attorney of choice present in addition to the Union
71 representative.

72
73 **Section 1906 Grievable and Appealable Disciplinary Actions**
74 Grievable and appealable disciplinary actions may be processed under this Agreement.
75 Employees will be advised of this right in writing when disciplinary action is taken. If an
76 employee elects to contest the imposition of a non-emergency disciplinary action, the
77 Union may request that the action not be imposed until the employee has exhausted
78 grievance rights set forth in Article 2009(A) through Article 2009(B.2). Extensions will
79 not be requested solely for the purpose of delaying the action.

80
81 **Section 1907 Reasonable Period of Time**
82 Disciplinary action by Management will be taken against any employee within a
83 reasonable period of time.

84

85 **Section 1908 Summary of Discipline and Adverse Actions**
86 Upon request but no more frequent than annually, the Union will be furnished with a
87 summary of discipline and adverse actions taken against unit members.

ARTICLE TWENTY

GRIEVANCE PROCEDURE AND ARBITRATION

1 **Section 2001 Language**

2 The parties agree that the following language and definitions constitute the negotiated
3 grievance and arbitration procedures applicable to this Agreement.
4

5 **Section 2002 Definition of a Grievance**

6 "Grievance" means any complaint:
7

- 8 1. By any employee concerning any matter relating to the employment of the
9 employee; or
- 10 2. By any labor organization concerning any matter relating to the employment of any
11 employee; or
- 12 3. By any employee, labor organization, or Management concerning the effect or
13 interpretation, or a claim of breach, of a collective bargaining agreement; or any
14 claimed violation, misinterpretation, or misapplication of any law, rule or regulations
15 affecting conditions of employment.
16
17

18
19 The following matters are excluded from this Negotiated Grievance Procedure:
20

- 21 1. Any claimed violation of 5 USC Chapter 73, Subchapter III, relating to prohibited
22 political activities.
- 23 2. Retirement, life, or health insurance.
- 24 3. Suspension or removal for national security reasons.
- 25 4. Any examination, certification, or appointment.
- 26 5. Classification of any position that does not result in the reduction in grade or pay of
27 an employee.
- 28 6. Matters that have been submitted to the MSPB, Equal Employment Opportunity
29 (EEO) Commission, or the FLRA.
- 30 7. Removal of probationary employees.
- 31 8. Non-selection from a group of properly ranked and certified candidates.
- 32 9. RIF actions.
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1 10. Class action EEO complaints.
2

3 **Section 2003 Fair and Equitable**

4 Management and the Union desire that all employees be treated fairly and equitably.
5 This procedure assures the Union on its behalf, or on the behalf of any employee in the
6 unit, the right to present and process grievances. It is intended that this grievance
7 procedure will provide a means for resolving complaints and grievances at the lowest
8 level possible, and that Management and the Union agree to work toward this end.
9

10 This procedure is the exclusive procedure available for the settlement of all grievances
11 over the interpretation and application of this Agreement, and any claimed violation,
12 misinterpretation, and misapplication of any law, rule, or regulation affecting conditions
13 of employment, including questions of arbitrability, except for the following:
14

- 15 1. Appeals from adverse actions taken in accordance with OPM and DoN regulations
16 may be filed either with the MSPB, or processed through the negotiated grievance
17 procedure, but not both. An employee shall be deemed to have decided on the
18 appeal route at such time as the employee files a notice of appeal with the MSPB, or
19 initiates Step 1 of the formal grievance procedure, whichever occurs first.
20
- 21 2. Individual discrimination complaints may be processed under the Agency EEO
22 complaints procedure, or through the negotiated grievance procedure, but not both.
23 An employee shall be deemed to have decided on the appeal route at such time as
24 the employee files a formal EEO complaint, or initiates Step 1 of the formal
25 grievance procedure, whichever occurs first.
26

27 **Section 2004 Invalid or Without Merit**

28 The Agency recognizes the right of the Union to decline to represent an employee when
29 the Union considers a grievance to be invalid or without merit.
30

31 **Section 2005 Who May Grieve**

32 Any covered employee, a group of covered employees, the Union, or the Agency may
33 use the provisions of the negotiated grievance procedure.
34

35 **Section 2006 Time Limit for Filing Grievances**

36 Grievances of adverse actions (i.e., removals, suspensions for more than fourteen (14)
37 days, furlough of thirty (30) days or less, and reduction in grade or pay), must be
38 submitted within thirty (30) calendar days from the effective date of the action.
39

40 Grievances concerning allegations of prohibited discrimination must be submitted within
41 forty-five (45) calendar days of the alleged discriminatory act, or the date the employee
42 became aware, or should reasonably have been aware, of the alleged discrimination.
43

44 All other grievances must be initiated with the first-level supervisor in the employee's
45 work area within fifteen (15) working days after the occurrence of the matter out of

1 which the grievance arose, or the employee became aware of the matter. Grievances
2 not meeting the fifteen (15) calendar day time limit may be rejected on timeliness after
3 due consideration has been given to the reasons the time limit was not met. The
4 reasons for rejecting the grievance will be in writing. These time limits shall also apply
5 to Union, and Management initiated grievances.

6
7 If an employee elects to pursue ADR, the following process applies:

- 8
9 1. If parties agree to ADR, and either party decides to withdraw from the ADR
10 process, then both Management and the Union agree that the grievance time
11 limit of five (5) working days begins on the next working day following the
12 conclusion of the ADR process.
- 13
14 2. If an employee elects ADR without Union representation, both Management and
15 the Union agree that any binding settlement from the ADR process will be
16 reviewed by the Union within five (5) working days before final signing in order to
17 ensure that this Agreement is not violated.

18 19 **Section 2007 When There is More than One Grievant**

20 The Union and the Agency agree that when more than one employee has an identical
21 grievance where individual variations are not involved, the Union may call the aggrieved
22 employees together and will select one case for processing under the grievance
23 procedure. Such joint action will require the concurrence of all aggrieved employees.
24 The Union will inform the Agency upon initiation of the grievance of the names of all
25 known grievants. The employees will be advised that in processing one (1) grievance
26 for the group, the decision on the case selected will be binding on all affected
27 employees, and when a decision is made on the grievance, each employee will be
28 notified through the steward.

29 30 **Section 2008 Before Filing a Grievance**

31 The employee must decide whether to have Union representation in the processing of a
32 grievance or representation under ADR. Under the negotiated grievance procedure
33 specified herein, an employee may present a grievance and have it resolved by
34 Management without the intervention of the Union as long as the resolution is not
35 inconsistent with the terms of this Agreement, and the Union has been given the
36 opportunity to be present at the resolution.

37
38 An employee may not use the provisions of this grievance procedure with a
39 representative other than the Union, but may use these provisions without a Union
40 representative. If an employee wishes Union representation, the Chief Steward should
41 be contacted by the employee to make appropriate arrangements. After a grievance
42 has been initiated, all contacts with the grievant concerning the grievance will be sent to
43 both the employee, and the steward unless the employee has declined Union
44 representation.

1
2 **Section 2009 Negotiated Grievance Procedure**

3 The following procedure is provided to ensure that all parties receive prompt, and fair
4 consideration of grievances. Where a particular Management official is referenced at a
5 specific stage of the grievance procedure, Management retains the right to designate an
6 alternate Management representative. In accordance with its right to assign work,
7 Management may elect to have a Human Resources representative present throughout
8 the grievance process.
9

10 A. Informal step: An employee shall take up the grievance informally with their first-level
11 supervisor, or Management official, at the lowest level who has authority to resolve
12 the grievance. The first-level supervisor will meet within five (5) working days with
13 the employee and the Union representative, after determining the date, time, and
14 location, and attempt to resolve the grievance. The parties will make every effort to
15 resolve the grievance at this level, including, where appropriate, consideration of
16 various alternative actions acceptable to the parties. If the grievance cannot be
17 resolved at this level, the Union, or the employee, will reduce the grievance to writing
18 on the appropriate grievance form and submit it to the first-level supervisor with a
19 copy provided to Management's Labor Relations point of contact, within five (5)
20 working days after the meeting. The first-level supervisor will provide a written
21 response, which will contain a detailed explanation of the reasons for denying the
22 grievance, within five (5) working days of receipt of the grievance form. The Union
23 and Management anticipate that most grievances will be resolved at this level. All
24 written responses shall be sent to both the Union steward and the employee.
25

26 B. Formal Steps
27

28 Step 1: If the grievance is not resolved at the informal step, the employee and/or
29 the Union will advance the grievance form within five (5) working days of
30 receiving the first-level supervisor's written response to the second-level
31 supervisor, with a copy provided to Management's Labor Relations point
32 of contact. The second-level supervisor will review the grievance and the
33 informal response provided by the first-level supervisor.
34

35 The second-level supervisor will meet within five (5) working days with the
36 employee and the Union representative, after determining the date, time,
37 and location, and attempt to resolve the grievance. A written decision will
38 be given to the employee, via the assigned Union steward, within five (5)
39 working days of the meeting. The written decision will provide the relevant
40 responses to each major point set forth at the discussion or investigation.
41

42 Step 2: If the grievance is not resolved in Step (B.) 1, the employee and/or Union
43 may advance the grievance form within ten (10) working days to the
44 cognizant department head along with a copy to Management's Labor
45 Relations point of contact. The department head will review the grievance
46 and the responses provided by the first and second-level supervisors. In

1 cases where there is no second-level supervisor below department head
2 level then steps 1 and 2 may be combined. The department head, within
3 ten (10) workdays of the receipt of the grievance form, will meet with the
4 employee and the Union representative, after determining the date, time,
5 and location, and attempt to resolve the grievance.
6

7 The department head will provide a written response within ten (10)
8 working days of meeting with the employee.
9

10 Step 3: If satisfactory settlement has not been reached at the previous step, the
11 employee and/or Union may, within fifteen (15) working days of the receipt
12 of the department head's decision, submit the grievance to the
13 Commanding Officer (CO) via Management's Labor Relations point of
14 contact for resolution. The CO, or his/her designated Division Keyport
15 representative, will meet within fifteen (15) working days after receipt of
16 the employee's grievance form with the employee, the steward previously
17 involved, and a Union officer in an attempt to reach a satisfactory
18 settlement, after determining the date, time, and location. A written
19 decision from the CO, or his/her designated Division Keyport
20 representative, will be supplied within fifteen (15) working days of the
21 meeting. The written decision will provide relevant responses to each
22 major point set forth by the parties at the hearing. The original grievance
23 will be returned to the Union with a copy provided to the employee. If this
24 decision is not satisfactory to the employee, the Union may decide to
25 advance it to arbitration.
26

27 C. The original grievance form will be returned to the Union at the end of each step of
28 the grievance procedure.
29

30 **Section 2010 Non-Employee Grievances**

31 Non-employee grievances initiated by the Union, or Management will be submitted
32 informally as follows:
33

34 Union grievances: to the appropriate division, or department head (the lower of these
35 two levels having authority to resolve the grievance) with a copy provided to
36 Management's Labor Relations point of contact.
37

38 Management grievances: to the Chair of the Conference Committee; or, in the absence
39 of the Chair, the Chief Steward.
40

41 The appropriate official will reply to the initiator of the grievance within five (5) working
42 days. If the grievance is not settled at this level, it may, within ten (10) working days, be
43 submitted in writing to the CO, or the President of the Union, as appropriate. Within
44 fifteen (15) working days, the CO, or his/her designated Division Keyport representative,
45 will meet with the President of the Union to resolve the grievance. A decision will be
46 rendered within fifteen (15) working days following the meeting unless the parties agree

1 to extend the time limit.
2

3 **Section 2011 Special Considerations**

4 Grievances that pertain to environmental pay determinations that are not resolved by
5 Management first-level supervisor at the informal step shall be filed at Step 1 of section
6 2009(B.) with NUWC Division Keyport HRO.
7

8 Grievances that pertain to grievable merit promotion matters, shall be filed at Step 1 of
9 section 2009(B.) with NUWC Division Keyport HRO.
10

11 **Section 2012 Witnesses and Other Evidence**

12 At the first step of the grievance procedure, the Union, and Management may call
13 employee witnesses, who shall suffer no loss of pay for such service. Management,
14 and the Union reserve the right to question the relevance of witnesses to the matter
15 being discussed. It is the intent of both parties to limit the number of witnesses to those
16 necessary for presentation of the case. The parties shall, upon request of the other
17 party, permit inspection of pertinent records insofar as permissible without violating
18 laws, regulations, or policy for the purpose of substantiating the contentions or claims of
19 the parties. Reasonable requests for copies of materials judged pertinent to grievances
20 will be honored by the other party where permitted. Such copies will be provided
21 without charge.
22

23 **Section 2013 Violation of Time Limits During Processing**

24 The parties will make every effort to adhere to the time limits prescribed in this article.
25 In the event that the time limits cannot be met, either party will grant requests for
26 extensions for specific periods of time. Brief inadvertent delays in processing will not
27 result in cancellation of a grievance. Failure of the Agency to meet the time limits of any
28 step of the negotiated grievance procedure will permit the Union to forward the
29 grievance to the next step.
30

31 **Section 2014 Provision for Arbitration**

32 Arbitration, impartial review, and decision by a third party, is hereby provided for as an
33 extension of the negotiated grievance procedure. If the Agency and the Union fail to
34 settle any grievance processed in accordance with the negotiated grievance procedure,
35 such grievances may, upon written request of the party desiring it, be taken to
36 arbitration.
37

38 It is agreed that arbitration provided herein is binding on both parties. A written request
39 for arbitration must be submitted not later than thirty (30) calendar days following the
40 conclusion of the last step of the grievance procedure. An extension of time, not to
41 exceed six (6) months, will be granted upon the request of either party. Only the Union
42 may invoke arbitration on an employee grievance. The party initiating the grievance
43 may invoke arbitration concerning an Agency or Union-initiated grievance. The
44 arbitration hearing will be held during regular dayshift working hours of the basic
45 workweek.

1
2 **Section 2015 Selection of an Arbitrator**

3 Within thirty (30) working days from the date of receipt of the arbitration request, the
4 parties shall meet for the purpose of selecting an arbitrator. If agreement cannot be
5 reached, either party may request the FMCS submit a list of seven (7) impartial persons
6 qualified to act as arbitrators. The parties shall meet within five (5) working days after
7 the receipt of such a list. If the parties cannot mutually agree on one (1) of the listed
8 arbitrators, the parties will each strike one (1) arbitrator's name from the list of seven
9 (7), and shall then repeat this procedure until there is only one (1) name remaining.
10 That person shall be the duly selected arbitrator.
11

12 **Section 2016 Payment of the Arbitrator**

13 The fees and expenses of the arbitrator, and other costs of arbitration, shall be borne
14 equally by the Union and the Agency.
15

16 **Section 2017 Witnesses**

17 A reasonable number of witnesses may be called to the arbitration hearing by either
18 party. Agency employees, who are representatives, appellants, and witnesses, shall
19 suffer no loss of pay while participating in the arbitration hearing.
20

21 **Section 2018 Limit to Arbitrator's Authority**

22 The arbitrator shall not change, modify, alter, delete, or add to the provisions of this
23 Agreement.
24

25 **Section 2019 Timeliness of Arbitrator's Decision**

26 The arbitrator will be requested to render a decision as quickly as possible, but in any
27 event no later than sixty (60) calendar days after the conclusion of the hearing, unless
28 the parties mutually agree to extend the time limit.
29

30 **Section 2020 Good Faith**

31 It is agreed that the use of any of the provisions of this Article, in good faith by the
32 Agency, the Union, or employees, should not cast any reflection on any of the above,
33 their relationship to each other, or, in the case of employees, their loyalty and
34 desirability to the Agency.

ARTICLE TWENTY-ONE
DEVELOPMENT AND REVIEW OF JOB DESCRIPTIONS AND RATINGS

1 **Section 2101 Job Description Inequities**

2 It is agreed that the use of any of the provisions of this Article, in good faith by the
3 Agency, the Union, or employees, should not cast any reflection on any of the above,
4 their relationship to each other, or, in the case of employees, their loyalty and
5 desirability to the Agency.

6
7 **Section 2102 Change to a Lower Pay Rate**

8 It is agreed that Management will notify the Union at least thirty (30) days in advance
9 when an employee's grade level is to be changed to a lower pay rate.

10
11 **Section 2103 Accuracy of Position or Job Description**

12 The Union may make presentations and present supporting evidence to Management
13 regarding the accuracy of position or job descriptions.

14
15 **Section 2104 Position or Job Description of Record**

16 The position or job description of record shall reflect the duties and responsibilities
17 assigned to employees. Incidentally assigned duties, which become regular and
18 recurring, will be reflected in either a rewritten or amended position or job description

19
20 **Section 2105 Assignments Made Within Reasonable Bounds**

21 Consistent with Management's right to assign work to employees and to determine
22 methods and means of performing work, employees can typically expect assignments to
23 be made within reasonable bounds, consistent with grade level, position description and
24 performance. Consistent with applicable regulations, Management will ensure that work
25 is performed by properly qualified employees.

26
27 **Section 2106 Annually Review of Position or Job Description**

28 Management will annually review each employee's position or job description with the
29 employee, and inform the employee of the opportunity to propose substantial changes
30 that will more accurately reflect work assignments.

31
32 **Section 2107 Copies of Position Description**

33 Upon request, employees will be provided a copy of their position description.

ARTICLE TWENTY-TWO

JURISDICTION

1 **Section 2201 Contrary to Trade Lines**

2 When, because of workload or other reasons, Management proposes to issue
3 significant work assignments contrary to trade lines previously accepted at
4 Management, the Union will be advised of the intended action and given an opportunity
5 to express its view to Management.
6

7 **Section 2202 Dispute over Cognizance Between Employee Crafts**

8 It is agreed that in the event of a dispute over cognizance between employee crafts
9 within the unit, the Union will make every effort within its power to bring the disputing
10 crafts together, will provide them with all possible assistance and will prevail upon them
11 to reach an agreement that is equitable to all concerned. In the process, the Union
12 agrees to consider Management's position if requested by Management. The Union will
13 communicate to Management any agreement reached by the disputants and
14 Management may consider the Union's position in the assignment of work. Nothing in
15 the foregoing shall act to restrict the accomplishment of work pending resolution of any
16 dispute or to restrict Management in its right to assign work.

ARTICLE TWENTY-THREE

TRAINING FOR NEW JOB RATINGS

1 **Section 2301 Maximum Feasible Number of Opportunities**

2 It is mutually agreed that a training program is of vital interest to Management and the
3 Union. Management may consider efforts to provide employees with opportunities to
4 improve their capabilities, and further their career development in their respective
5 occupational and career fields through a variety of training sources based on available
6 funding, work schedules and workload requirements in accordance with employee
7 development regulations. Specific training needs will be based on organizational goals
8 and objectives, and each employee's functional or task-related training needs.
9 Requirements for additional training may be assessed periodically. Management will
10 identify formal training requirements and necessary on-the-job training for personnel
11 certification and maintain records of accomplished training. Management will maintain
12 information on training resources with notification provided to employees on financial
13 assistance available for job related training.

14
15 **Section 2302 Individual Development Plans**

16 Individual training needs will be determined annually. Individual Development Plans
17 (IDPs) will be prepared for each permanent employee assigned to Management using a
18 locally developed form, or an equivalent automated instrument. The IDP will be
19 prepared jointly by the employee and Management. Developmental activities cited on
20 the IDP will serve as a basis for training needs identification and future career planning.
21 Employee needs are to be based on:

- 22 1. Competency or performance deficiencies associated with the execution of official
23 duties in the current position;
- 24
25 2. KSAs that are part of individual and formal career progression programs that lead to
26 specified target positions or occupations;
- 27
28 3. New competency requirements in the present position brought about by changes in
29 organizational structure, policy, mission, technology or equipment;
- 30
31 4. Retraining requirements of employees because of skill imbalances.
- 32
33 5. Failure to accomplish the training in the IDP through no fault of the employee will not
34 be held against the employee.
- 35

36 **Section 2303 Employee Participation**

37 Management will create and foster an environment that promotes employee
38 participation in all training and educational opportunities. Particular emphasis shall be
39 placed on training designed to improve and broaden current job KSAs.

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Section 2304 Employees May Grieve

Covered employees may grieve what they feel is arbitrary assignment of training requirements (e.g., Acquisition Workforce, schools, certifications, etc.).

Section 2305 Management Shall Provide

Management shall provide on-the-clock time, and reimbursement for travel expenses, tuition, and other associated fees for required training in the current position. This includes travel expenses associated with Management’s approved career counseling.

Section 2306 Special Tour of Duty

Where optional training is available only during duty hours at an area institution, employees may request a special tour of duty to allow class participation.

Section 2307 Eligible for Retirement

Covered employees eligible for retirement, or eligible to retire within ten (10) years, may request to participate in a local seminar, workshop, conference, or training session designed to address the many facets of retirement. Management will allow one opportunity to attend this training subject to scheduling availability and funding.

Section 2308 Mandatory Training

Management agrees to provide the Union with written notification at least thirty (30) calendar days, when possible, before designating a course, and/or program as mandatory for unit employees/positions.

Section 2309 Higher Level Development

When an employee applies for higher level development and/or enhancement programs, and is not selected the employee will be notified in writing of the reasons for non-selection.

ARTICLE TWENTY-FOUR

SAFETY AND HEALTH

1 **Section 2401 Safe Working Conditions**

2 Management will exert a reasonable effort to provide and maintain safe working
3 conditions and industrial health protection for the employees and will comply with
4 applicable federal laws and regulations relating to the safety and health of its
5 employees. The Union will cooperate to that end and will encourage all employees to
6 work in a safe manner and promptly report any unsafe conditions to Management
7 officials.
8

9 **Section 2402 Improving Safety**

10 It is recognized that employees have a primary responsibility for their own safety and an
11 obligation to know and observe safety rules and practices as a measure of protection for
12 themselves and others. Management will consider, from any individual employees, or
13 from the Union, suggestions which offer practical and feasible ways of improving safety
14 conditions. Management recognizes the right of employees under pertinent regulations
15 to decline to perform assignments the employee reasonably believes poses an
16 imminent risk of death or serious bodily harm and where there is insufficient time to
17 seek relief through normal hazard abatement procedures.
18

19 **Section 2403 Unsafe Practices**

20 In the course of performing their normally assigned work, Union representatives will be
21 alert to observe unsafe practices, equipment and conditions, as well as environmental
22 conditions in their immediate areas that represent industrial health hazards. When
23 suspected unsafe or unhealthy conditions are observed by Union representatives, they
24 should report them to the Agency official who has the primary responsibility for
25 compliance, and enforcement of safety rules and procedures for that area. When
26 suspected safety and industrial health matters are of general Agency interest, the Union
27 may present the problem to the Agency's Safety Office, or bring the matter to the
28 attention of appropriate higher level Agency officials, and mutual consideration by the
29 Agency and the Union.
30

31 **Section 2404 Ambulance Service**

32 Prompt ambulance service and first aid to injured employees will be provided on all
33 shifts.
34

35 **Section 2405 Accidents**

36 The Union and Management will make every effort to prevent accidents of any kind.
37 Should such accidents occur, however, a prime consideration will be the welfare and
38 comfort of injured personnel.
39

40 **Section 2406 Reporting of all Injuries**

41 Management and the Union agree that prompt reporting of all injuries is essential to
42 ensure that any benefits to which employees may be entitled are protected.
43 Management will inform injured employees of their rights under the Federal Employees
44 Compensation Act. Transportation considerations or time of day are not considered
45 sufficient reason for failure to report injuries promptly.
46

47 **Section 2407 Disabling Work Injury, or Hazardous Material**
48 **Contamination**

49 When it becomes known that an accident involving unit employees has resulted in a
50 disabling work injury, or hazardous material contamination, Management Safety Office
51 will notify the BMTC Office promptly of the circumstances. A copy of the accident report
52 will be provided, upon request, to the Union.
53

54 **Section 2408 Periodic Physical Examinations**

55 Management will provide periodic physical examinations and maintain records for
56 employees who are exposed to environments, which are potentially hazardous to their
57 health, as required by the federal Medical Officer and/or applicable regulations. When
58 the Union feels the physical examination requirements are not being adhered to, the
59 Union may petition the federal Medical Officer, in writing, to expand the physicals to
60 consider additional hazardous materials.
61

62 **Section 2409 Safety Meetings**

63 The Agency will hold meetings, as needed, during which safety and matters of mutual
64 concern will be discussed. All available employees in each work area will attend. The
65 Agency agrees that reprisals shall not be taken against an employee for filing any
66 complaint relating to health and safety, or other items discussed at safety meetings.
67

68 **Section 2410 Emergency Telephone Numbers**

69 A current list of emergency telephone numbers for ambulance service, fire and police
70 will be posted on telephones. These numbers as of the date of issue will also be printed
71 on the outside back cover of this Agreement.
72

73 **Section 2411 New Hazardous Materials or Processes**

74 Management agrees to consult with the Union when new materials or processes
75 considered hazardous are used in NUWC Division Keyport facilities in areas where unit
76 employees work, consistent with security requirements. Material Safety Data Sheets
77 will be provided upon request.
78

79 **Section 2412 Protective Clothing and Safety Equipment**

80 Management agrees to furnish protective clothing and safety equipment at no expense
81 to the employee, whenever it is required by Management for safety, technical, or
82 industrial health reasons. The Union and Management agree on the importance of
83 employees wearing or using the protective clothing and/or equipment of the type

84 required, approved and supplied for safe performance of their work, and employees will
85 be responsible for the equipment and tools issued to them. Management agrees to
86 purchase safety shoes in accordance with applicable laws. Employees require prior
87 authorization of Management to purchase safety shoes from an alternate source. It is
88 the responsibility of the employee to make sure that the shoes meet the required
89 seventy-five (75) pound ANSI standard. This is to be verified by Management Safety
90 Office. When employees make this election, they will, upon presentation of proper
91 documentation, be reimbursed for the amount paid, up to the maximum amount
92 authorized at the time of the purchase. Management will evaluate all work areas on a
93 continuing basis and make appropriate recommendations to Management officials, at or
94 above the department head level, on the use of protective clothing and safety
95 equipment. Management shall make a continual effort to provide improved equipment.
96 Articles shall be replaced when they are no longer deemed acceptable for their intended
97 purpose. Employees may request an inspection of articles, which are suspected to be
98 defective, and Management officials shall treat such requests with urgency. Processes
99 for identification, authorization and procurement of PPE are contained in KPTINST 5100
100 series. Instructions are located on Management website.

101

102 **Section 2413 Working Alone**

103 Management, when assigning an employee to work alone in a building, will follow the
104 procedure set forth in the employee safety policy and manuals and will also make every
105 effort to provide work for two (2) employees, if possible.

106

107 **Section 2414 Smoking in Specified Areas**

108 Management policy is to allow smoking only in specified areas. Smokers will be
109 provided a sheltered outdoor area in which to smoke during designated break periods.

110

111 **Section 2415 Health Promotion and Disease/Injury Prevention**

112 Management and the Union agree to support employee participation in health and
113 wellness programs. Positive lifestyle changes help contribute to a positive work
114 environment, improve quality of life, increase morale, and reduce healthcare expenses
115 throughout the Department of Navy.

ARTICLE TWENTY-FIVE

ENVIRONMENTAL DIFFERENTIALS

1 **Section 2501 Minimize Hazards**

2 It is Management's policy to eliminate or minimize hazards, physical hardships and
3 working conditions of an unusual nature. When such situations cannot be overcome or
4 practically eliminated, appropriate environmental or hazard differentials will be paid to
5 the employees exposed to such situations as provided in OPM and other applicable
6 regulations.

7
8 **Section 2502 Paid Environmental Differentials**

9 Members of the unit will be paid environmental differentials, (Federal Wage System) or
10 hazard pay (General Schedule) when warranted, in accordance with laws and
11 regulations. In addition to Management's ongoing responsibility to review work
12 processes for safety and health considerations, an annual review will be conducted in
13 work areas where hazards have been determined to exist. The Union will be invited to
14 participate in this review.

15
16 **Section 2503 Additional Pay**

17 Management will notify employees promptly when additional pay is provided for in
18 accordance with the categories of environmental differentials defined in OPM
19 regulations.

20
21 **Section 2504 Employee's Basic Rate of Pay**

22 Environmental differentials/hazards, are included as part of the employee's basic rate of
23 pay as provided by NUWC Division Keyport instructions and pertinent regulations.

24
25 **Section 2505 Exceptions to Hazard Pay**

26 Environmental differential or hazard pay shall not be paid to any employee for work:

- 27
- 28 1. Not described under Work Situations Approved for Payment in the Federal Pay
29 Manual; or otherwise approved in writing by Management HRO on an interim basis;
30 or
31
 - 32 2. Not officially assigned to the employee, that is, an employee may not voluntarily
33 undertake work or exposure for which a differential is payable without proper
34 authorization either expressed or implied. Environmental differential or hazard pay
35 shall not be paid to an employee for any day on which the employee was not
36 actually exposed to a work situation for which the differential is payable (e.g., during
37 days of leave with pay, holidays not worked, administrative excusals from work or
38 temporary assignments to duty for which an environmental differential or hazard pay
39 is not payable).
- 40

- 41 **Section 2506 Management Agrees to Negotiate**
42 Management agrees to negotiate, upon request, whether new work situations warrant
43 payment of environmental/hazard differential.

ARTICLE TWENTY-SIX

CIVIC RESPONSIBILITIES

1 **Section 2601 Jury Duty**

2 In the event an employee serves jury duty, Management will pay the employee at the
3 basic rate for the time lost from the basic work schedule for such service.
4

5 A BUE, who is called for such service, shall promptly notify Management in order that
6 arrangements may be made for the absence from Management. Swing- or graveyard-
7 shift employees, who perform a full day of jury duty, will be excused for their regular
8 shifts and have their time charged to Court Leave.
9

10 The employee will present Management a signed jury timecard or other satisfactory
11 evidence of the time served on such duties. All fees and allowances must be turned
12 into the activity except allowances received for meals, transportation, etc., which may
13 be retained by the employee.
14

15 An employee, who is on jury duty for the complete week and is not required to be on
16 jury duty on the weekend, will be given the opportunity to work any scheduled overtime
17 if Management is notified of the employee's availability.
18

19 **Section 2602 Charity Drives**

20 Management and the Union mutually agree that the employees in the unit will be
21 encouraged to participate in charity drives endorsed by Management and the Union. In
22 no instance shall Management or the Union exercise undue pressure on an employee
23 to contribute to a charity to which an employee does not wish to contribute nor will any
24 reprisal action be taken against an employee who refrains from contributing.
25

26 **Section 2603 Court Leave**

27 Employees entitled to court leave will return to duty or suffer a charge against Annual
28 Leave if they are excused in time to reasonably return to work. The employee will be
29 allowed sufficient time to return home before returning to work. An employee, who is
30 summoned as a witness in a judicial proceeding to testify in a non-official capacity on
31 behalf of a state or local government, is entitled to Court Leave during the time absent
32 as a witness. An employee, who is summoned or assigned by the Agency to testify in a
33 non-official capacity on behalf of the United States government, or the government of
34 the District of Columbia, is in an official duty status as distinguished from a leave status,
35 and entitled to regular pay. If the witness service in a non-official capacity or is on
36 behalf of a private party, the employee's absence must be charged to Annual Leave or
37 LWOP, and the employee may accept fees and expenses incidental thereto.
38

39 **Section 2604 Carpools, Vanpools, and Transit Busses**

40 In order to minimize traffic congestion on community highways, reduce traffic
41 congestion, reduce parking requirements and improve air quality through reduced
42 exhaust emissions, the Union and Management join in encouraging employees to
43 participate in carpools, vanpools, or riding assigned transit busses.

ARTICLE TWENTY-SEVEN

COMMITTEE ASSIGNMENTS

1 **Section 2701 Boards and Committees**

2 Management agrees that the Union may have representation on boards and
3 committees as follows:

- 4
- 5 1. Management Employee Safety Committee — one (1) member
 - 6
 - 7 2. Recreation Association — one (1) member
 - 8
 - 9 3. Food Service Board — one (1) member
- 10

11 **Section 2702 Future Boards or Committees**

12 Management agrees to consider Union representatives on any board or committee that
13 is established in the future or is not covered in this Agreement, if its function directly
14 affects the employees in the unit.

15

16 **Section 2703 Committee Members and Limits**

17 For the above positions, the Union agrees to submit names of committee members to
18 Management, in writing, and an individual Union representative will not serve on more
19 than two (2) committees at a time.

43 the unit to participate in Management-wide programs aimed at reducing costs and
44 improving productivity. Emphasis should be placed on specific programs that provide
45 rewards for significant achievements through the incentive awards program.
46

47 **Section 2807 Changes in Conditions of Employment**

48 Prior to implementation in conditions of employment resulting in continuous
49 improvement activities, Management will comply with its obligations to the Union under
50 the Statute.

ARTICLE TWENTY-NINE

TRAVEL

1 **Section 2901 Travel**

2 Employees may be required and are expected to perform temporary duty travel. Such
3 travel shall be conducted in accordance with applicable the Joint Travel Regulations
4 (JTR), DoD, and DoN regulations and policies.
5

6 **Section 2902 Travel Expenses**

7 Employees will be reimbursed for expenses incurred while traveling in accordance with
8 applicable regulations; subject to the following:
9

- 10 1. Employees on official travel shall exercise the same care in incurring expenses that
11 a prudent person would exercise while traveling at their own expense.
12
- 13 2. Government transportation will be utilized when it is determined to be advantageous
14 to Management, except that travel in military-configured aircraft will be avoided
15 unless no other feasible alternatives are available.
16
- 17 3. Reimbursement for use of an employee's privately owned vehicle, when authorized
18 by Management, will be made in accordance with applicable regulations.
19
- 20 4. Employees shall receive the maximum authorized per diem and travel allowances,
21 as provided by applicable laws and regulations.
22

23 **Section 2903 Government Travel Charge Cards (GTCCs)**

24 Unless exempted by the Travel and Transportation Reform Act of 1998, unit employees
25 are required to utilize their GTCCs to pay for reimbursable expenses arising from official
26 non-local travel in accordance with applicable laws and regulations.
27

28 **Section 2904 Travel Arrangements**

29 Travel arrangements will be made in accordance with the JTR. When making travel
30 arrangements, employees' desires will be solicited and considered.
31

- 32 1. Arrangements for the convenience of the employee must be requested by the
33 employee and approved by Management.
34
- 35 2. Availability of transportation and other related factors will dictate the scheduling of
36 travel; however, first consideration will be given to scheduling travel during working
37 hours.
38

39 **Section 2905 Travel Assignments**

40 Travel assignments will normally be rotated among qualified employees, as determined

41 by Management.

42

43 1. Employees will be advised of the purpose of the travel, anticipated duration, and
44 travel arrangements.

45

46 2. Travel orders will be provided to employees, normally sufficiently in advance of
47 travel to allow employees time to complete arrangements (i.e., obtain ATM
48 withdrawals) during duty hours.

49

50 3. An employee may request to be excused from a travel assignment, and
51 consideration will be given to the request. If denied, the reasons will, upon request,
52 be explained to the employee.

53

54 **Section 2906 Travel Claims**

55 Each employee is responsible for submitting claims for reimbursement of travel
56 expenses through the Defense Travel System (DTS) within five (5) working days of
57 completion of travel or return to work. The employee will ensure credit card charges are
58 paid on time, and Management will reimburse the employee timely in accordance with
59 applicable regulations.

60

61 **Section 2907 Travel on Non-Workdays**

62 When employees, subject to the Fair Labor Standards Act (FLSA), are scheduled and
63 required to travel on days outside of their basic workweek but during their
64 corresponding scheduled shift work hours, they will be entitled to Compensatory Time
65 under the FLSA. Employees who depart early or return late for their personal
66 convenience will not be entitled to any adjustment in their salary or per diem.

67

68 **Section 2908 Use of Government Quarters**

69 The use of available adequate government quarters shall be assigned in accordance
70 with the JTR.

ARTICLE THIRTY
EQUAL EMPLOYMENT OPPORTUNITY

Section 3001 Equal Employment Opportunity

Management agrees that equal employment opportunity will be afforded all persons and also agrees to prohibit discrimination against any employee or applicant for employment because of: race, color, national origin, sex (including gender identity and status as a parent), age (forty (40) years of age, and over), disability (physical and mental), genetic information, religion, pregnancy, sexual orientation, marital status, and political affiliation.

Section 3002 Representation

Covered employees are entitled to one personal representative of the employee's choice.

Section 3003 Interfere, Restrain, Coerce, Intimidate, or Reprisals

It is agreed that no Management official or Union representative shall interfere with, restrain, coerce, intimidate, or take reprisals against any employee for appearing, testifying, or furnishing evidence in connection with a complaint.

ARTICLE THIRTY-ONE

VOLUNTARY ALLOTMENT OF UNION DUES

1 **Section 3101 Union Dues**

2 Management shall deduct dues from the pay of all eligible employees who voluntarily
3 authorize such deductions and who are employed within the appropriate unit for which
4 the Union holds exclusive recognition in accordance with the provisions set forth herein.
5

6 **Section 3102 Payroll Deduction**

7 Union dues (the regular, periodic amount required to maintain an employee in good
8 standing in their appropriate local union) shall be deducted by Management from the
9 employee's pay each payroll period when the following conditions have been met:

- 10
- 11 1. The employee is a member in good standing of the Union or has signed up for
12 membership in the Union subject to the payment of the first month's dues through
13 voluntary allotment as provided herein.
 - 14
 - 15 2. The employee's earnings are regularly sufficient to cover the amount of the
16 allotment.
 - 17
 - 18 3. The employee has voluntarily authorized such a deduction on Standard Form 1187.
19
 - 20 4. The Union, through its authorized official, has completed and signed Section A of
21 such form on behalf of the Union.
 - 22
 - 23 5. Such completed form has been turned over to Management by the Union.
24

25 **Section 3103 Purchasing the Standard Allotment Form**

26 The Union is responsible for: purchasing the standard allotment form prescribed by the
27 Comptroller General; distributing it to its members, certifying as to the amount of dues;
28 delivering completed forms to Management, educating its members on the programs for
29 allotments for payment of dues, its voluntary nature, the uses and availability of the
30 required form, and the procedure to be followed by the employee who desires to
31 terminate the allotment.
32

33 **Section 3104 First Pay Period**

34 Deduction of dues shall begin with the first pay period which occurs after receipt of the
35 Standard Form 1187 by Management providing that the Standard Form 1187 is
36 received no later than the Monday preceding the beginning of the biweekly pay period
37 to which the allotment deduction is to be applied.
38

39 **Section 3105 Amount of the Union Dues**

40 The amount of the union dues to be deducted each biweekly pay period shall remain as
41 originally certified on such allotment forms until a change in the amount of such dues is
42 certified to by the authorized official, and such certification is transmitted to
43 Management by the Union. Such change shall begin with the first pay period after
44 receipt of the notice of change to Management, or a later date if requested by the
45 Union. Such changes must comply with the notification timing of Section 3104 above.
46 Such changes shall not be made more frequently than once each twelve (12) months.
47 In addition, changes made as a result of changes in membership classification such as
48 promotion of helper to journeyman, will be made upon submission of a new Standard
49 Form 1187, effective the beginning of the first pay period following receipt by
50 Management.

51
52 **Section 3106 Union Dues Termination**

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

- 56
57 1. Loss of exclusive recognition by the Union.
58
59 2. Separation of the employee from the unit for which the Union holds exclusive
60 recognition.
61
62 3. Receipt by Management of notice from the Union that the employee has been
63 expelled or has ceased to be a member in good standing with the Union. Such
64 notice shall be promptly forwarded by the Union to Management, and must be
65 received within the timeframe established in section 3104.
66

67 **Section 3107 Standard Form 1188**

68 An allotment for the deduction of an employee's union dues may also be terminated by
69 the employee through submission to Management of a Standard Form 1188, or other
70 written memorandum properly executed in duplicate by the individual employee. Such
71 duplicate shall be promptly forwarded by Management to the Union upon receipt from
72 the employee. A termination of allotment under this section shall be effective with the
73 first full pay period following an anniversary of the effective date when the employee's
74 last dues-deduction allotment began, provided the revocation is received by
75 Management within the time frame of section 3104 above. Employees may obtain a
76 Standard Form 1188 from Management's Payroll Office.
77

78 **Section 3108 Transmit to the Union**

79 The Agency shall transmit to the Union promptly, after each regularly scheduled
80 payday, all of the following:

- 81
82 1. Lists in duplicate of employees on voluntary dues allotments. Each list shall include
83 the name of each employee on voluntary allotment, and the amount of the allotment

84 deduction made for each employee. Each such list shall include the total monetary
85 amount of all such allotment deductions made for the employee members together
86 with the total number of such allotment deductions.
87

88 2. An Electronic Fund Transfer to the Union in the amount equal to the grand total of all
89 such monetary allotment deductions made.

ARTICLE THIRTY-TWO

DURATION AND CHANGES

1 **Section 3201 Remain in Full Force**

2 This Agreement, as executed by the parties, shall remain in full force and effect for five
3 (5) full years from the date of its approval by the DoD. It shall remain in effect for
4 additional one (1) year periods thereafter unless, at least sixty (60) calendar days prior
5 to the annual anniversary date of the Agreement, either party gives written notice to the
6 other party of its desire to open negotiations. Further, it is provided that this Agreement
7 shall terminate at any time it is determined that the Union is no longer entitled to
8 exclusive recognition under the Statute. On the request of either party, the parties shall
9 meet to commence negotiations on a new agreement no more than sixty (60), nor less
10 than thirty (30) days prior to the expiration date of this Agreement.
11

12 **Section 3202 Articles Subject to Opening**

13 This Agreement, except for its duration period as specified in section 3201 of this article,
14 is subject to opening only as follows:
15

- 16 1. Amendment(s) may be required because of changes made in applicable laws or
17 executive orders after the effective dates of this Agreement. In such event, the
18 parties will meet for the purpose of negotiating new language that will meet the
19 requirements of such laws or executive orders. Such amendments will be duly
20 executed by the parties and become effective on the date or dates agreed to as
21 being appropriate under the circumstances.
22
- 23 2. It may be opened for amendments by the mutual consent of both parties at any time
24 after it has been in force and effect for at least six (6) months. Requests for such
25 amendments by either party must be written and must include a summary of the
26 amendments proposed. The parties shall meet within fourteen (14) calendar days
27 after receipt of such notice to discuss the matter(s) involved in such request(s). If
28 the parties agree that opening is warranted on such matter(s), they shall proceed to
29 negotiate on amendments to same. No changes shall be considered except those
30 bearing directly on the subject matter(s) agreed to by the parties. Such
31 amendments as agreed to by the parties will be duly executed by the parties.
32
- 33 3. It shall be opened for amendment upon written request of either party made within
34 thirty (30) calendar days after receipt of any order, instruction or regulation of the
35 OPM, DoD, or the DoN, which substantially alters the discretionary authority of
36 Management with regard to any item dealt with in this Agreement. Requests for
37 such amendments must include a summary of the amendments proposed and make
38 reference to the appropriate order, regulation or instruction upon which each such
39 amendment requested is based. The parties shall meet within fourteen (14) calen-
40 dar days after receipt of such request to open negotiations on such matters. No
41 changes shall be considered except those bearing directly on and falling within the

42 scope of such order, regulation or instruction and the discretionary area which the
43 same delegates to Management. Such amendments as agreed to by the parties will
44 be duly executed by the parties.
45

46 **Section 3203 Amendments to this Agreement**

47 Any amendments to this Agreement as agreed upon by the parties shall be promptly
48 reproduced by Management, and disseminated to all BUEs.
49

50 **Section 3204 Exclusive Representation**

51 No agreement, alteration, understanding, variation, waiver, or modification of any terms
52 or conditions contained herein shall be made by any BUE(s).
53

54 **Section 3205 Precedent**

55 The waiver of any breach or condition of this Agreement by either party shall not
56 constitute a precedent in the future enforcement of all the terms and conditions herein.
57

58 **Section 3206 Future Agreements**

59 The provisions of this article; Article Two, Section 201; Article Three, Section 306; and
60 Article Five, Section 501 shall apply to all supplemental, implementing, subsidiary or
61 informal future agreements between the parties.
62

63 **Section 3207 Midterm Bargaining**

64 When the FLRA interprets contract language as it relates to the Statute in a manner
65 which negates the intent of our Agreement, the parties agree, on request of either party,
66 to begin midterm bargaining to resolve the issue.

ARTICLE THIRTY-THREE

SPECIAL PROVISIONS

1 **Section 3301 Alternate Dispute Resolution**

2 The parties recognize that legitimate differences will arise during the term of this
3 Agreement. The parties further recognize that traditional methods of dispute resolution,
4 most notably grievance processing and arbitration, are confrontational and expensive,
5 and too often produce results with which neither party is satisfied.
6

7 The parties are committed to resolving differences in a spirit of cooperation, open
8 communication and dialogue, and honesty, and to resolve such differences at the
9 lowest possible level. The parties jointly encourage Management officials, and BUEs to
10 approach such disputes in a manner which will foster early and complete identification
11 of the problem, and to jointly explore in a non-adversarial manner all available
12 alternatives to arrive at a solution acceptable to all parties.
13

14 The parties agree to explore other methods of dispute resolution such as mediation, and
15 to utilize such processes in an attempt to find more efficient, economical, and non-
16 adversarial ways of resolving differences. Such alternate methods will be used upon
17 mutual agreement of the parties and in conjunction with Article 20, Grievance Procedure
18 and Arbitration.
19

20 **Section 3302 Support of Common Goals**

21 The Agency/Union support of common goals:
22

23 The parties endorse the principle that the labor-management relationship is a local
24 problem solving dialogue between equals and that day-to-day matters that arise at the
25 work site should be addressed at the lowest level possible. In support of this principle,
26 the Union will communicate directly with individual Agency officials concerning local
27 matters whenever possible. In like manner, the Agency will communicate with
28 designated Union representatives on local matters of mutual interest.
29

30 The parties agree to work together to create a common understanding between
31 stewards and Agency officials of the interpretation and applicability of this Agreement.

ARTICLE THIRTY-FOUR

CONTRACTING OUT

1 **Section 3401 A-76 or Similar Study**

2 Management shall notify the Union at the time an A-76 or similar study is scheduled to
3 review contracting out work which is being performed by members of the unit.
4

5 **Section 3402 Appeals Concerning A-76**

6 The parties recognize that OMB Circular A-76 is the government-wide regulation that
7 governs contracting out, and any appeals concerning these matters will be made under
8 A-76 procedures or other applicable law or regulation.

ARTICLE THIRTY-FIVE

FINANCIAL DISCLOSURE

1 **Section 3501 Financial Disclosure**

2 The Agency and the Union agree to the implementation of the Financial Disclosure filing
3 requirements and procedures set forth in DoD and DoN guidance, subject to the
4 following:

- 5
- 6 1. The requirement to file is based upon an employee's official duties and
7 responsibilities. Accordingly, the Agency will annually review the position
8 description of each employee to ensure that the position description does
9 accurately reflect the official duties and responsibilities of the employee.
- 10
- 11 2. The employees' position description should accurately reflect filing requirements
12 and will be changed to reflect any change in filing requirements.
- 13
- 14 3. Each form OGE-450 shall be held in confidence. Information from a OGE-450
15 may not be disclosed except as the Office of Counsel at NUWC Division, Keyport
16 may determine for good cause. Agency officials designated to review the OGE-
17 450s are responsible for maintaining the statements in confidence and shall not
18 allow access to or disclosure from the OGE-450s except to carry out the purpose
19 of the applicable regulation.
- 20
- 21 4. When necessitated by reason of duty assignment, infirmity, or other good cause,
22 an extension of time for an employee's filing may be granted by the Agency. Any
23 OGE-450 submitted shall include appropriate notation of any extension of time
24 granted.

ARTICLE THIRTY-SIX

FURLOUGH

1 **Section 3601 Furlough**

2 When the workforce must be furloughed, the Agency shall determine emergency
3 essential activities that must continue during the period of the furlough. The Agency
4 and the Union will negotiate over the impact and implementation of each furlough.

ARTICLE THIRTY-SEVEN

DRUG TESTING

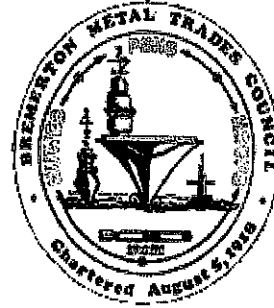
- 1 **Section 3701 Policy**
- 2 Management drug testing program is conducted in accordance with NUWCDIVKPT
- 3 Directive 5355 and KPT 5355-01

NUWC Division Keyport/BMTC

Negotiated Agreement

13 March 2017

In witness hereto, the parties have executed this agreement on 13 March 2017.



For Management:

For the Union:

E. D. LaCoste
Captain, U.S. Navy
Commanding Officer

Bruce Baillie
President, Bremerton Metal Trades
Council

Gigi Bryant

Rusty Grabbe

Julianne Schmidt

John Tebo

Larry Winslow

Kathleen Blackner

Michael McGregor

Keith Ciancio

Ronni Wolfe

Ervin McDermott

