



Naval Undersea Warfare Center, Division Keyport  
NUWC Keyport

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# NUWC/BMTC

## Negotiated Agreement

April 12, 2017

"Quality for our Customers . . .  
Improvement for our Future"



# **Agreement**

**between**

**Naval Undersea Warfare**

**Center Division Keyport**

**Keyport, Washington**

**and**

**Bremerton**

**Metal Trades Council**

**April 7, 2017**

NUWC Division Keyport/BMTC  
Negotiated Agreement  
13 March 2017

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



For Management:

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

Gigi Bryant

Julianne Schmidt

Larry Winslow

Michael McGregor

Ronni Wolfe

For the Union:

Bruce Baillie  
President, Bremerton Metal Trades  
Council

Rusty Grabe

John Tebo

Kathleen Blackmer

Keith Ciancio

Ervin McDermott



**DEPARTMENT OF DEFENSE**

CIVILIAN PERSONNEL ADVISORY SERVICE  
4800 MARK CENTER DRIVE  
ALEXANDRIA, VA 22350-1100

7 April 2017

MEMORANDUM FOR THE COMMANDER, U.S. NAVY, NAVAL UNDERSEA  
WARFARE CENTER (NUWC) DIVISION KEYPORT  
ATTN: MS. GIGI BRYANT, CODE 1014  
NUWC DIVISION KEYPORT  
610 DOWELL STREET  
KEYPORT, WASHINGTON 98345-7610

SUBJECT: Collective Bargaining Agreement (CBA) between U.S. Department of Navy,  
Naval Undersea Warfare Center, Division Keyport, WA (NUWC DK) and the  
Bremerton Metal Trades Council (BMTC)

The subject collective bargaining agreement, executed on 13 March 2017, was reviewed by this office pursuant to 5 U.S.C. § 7114(c). The subject agreement is, hereby, approved with the following understanding:

**Article Eight (8), Work Schedules, Section 816, Changing the Days of Basic Workweek or Shift Hours.** This provision provides: "The days of an employee's basic workweek shall not be changed for any period of less than one (1) full week except under the special circumstances described above and in applicable regulations."

This provision is approved with the understanding that the parties, in implementing it, intend to recognize that the reference to "applicable regulations" is intended by the parties to be interpreted in a manner that is consistent with 5 C.F.R. §610.121(a), which provides that an agency can change work schedules without notice when it determines it will be seriously handicapped in carrying out its mission or that costs will be substantially increased.

This action is taken under authority delegated by DoD 1400.25-M, Civilian Personnel Manual, Subchapter 711, Labor Management Relations. Please annotate the agreement to indicate:

This action is taken under authority delegated by DoD 1400.25-M, Civilian Personnel Manual, Subchapter 711, Labor Management Relations. Please annotate the agreement to indicate:

"Approved by the Department of Defense on 7 April 2017."

Please forward a signed copy of the approved agreement, along with one (1) copy of the OPM Form 913B, as follows:

---

One electronic copy identified as the "final approved agreement" emailed to the Defense Civilian Personnel Advisory Service, Labor and Employee Relations Division at [dodhra.mc-alex.dcpas.mbx.hrops-lerd-labor-relations@mail.mil](mailto:dodhra.mc-alex.dcpas.mbx.hrops-lerd-labor-relations@mail.mil). An electronic version of OPM Form 9138 is available at: [https://www.opm.gov/forms/pdf\\_fill/OPM913b.pdf](https://www.opm.gov/forms/pdf_fill/OPM913b.pdf).

- a. One electronic copy emailed to the Department of Navy at:  
[laura.a.stanley@navy.mil](mailto:laura.a.stanley@navy.mil).

If there are any questions concerning this matter, you may contact Mr. Lee Alner on DSN 372-1635 or commercial 571-372-1635.

A copy of this memorandum was served on the union representative by certified mail on 7 April 2017.



Lisa M. McGlasson  
Chief, Labor and Employee Relations Division

cc:

Via Certified Mail:

Mr. Rusty Grable,  
BMTc Chairman  
Naval Undersea  
Warfare Center 610  
Dowell St.  
Keyport, WA 98345

Via email:

Ms.  
Laura  
Stanley  
Ms.  
Gigi  
Bryant

# Table of Contents

PREAMBLE.....	14
WITNESSETH.....	14
ARTICLE ONE.....	15
RECOGNITION AND COVERAGE OF AGREEMENT.....	15
Section 101 Representation.....	15
Section 102 Who Is Represented.....	15
Section 103 Provisions.....	15
Section 104 Responsibility.....	15
ARTICLE TWO.....	16
RIGHTS OF MANAGEMENT.....	16
Section 201 Customary And Usual Rights.....	16
Section 202 Reasonable Rules And Regulations.....	16
ARTICLE THREE.....	17
RIGHTS OF EMPLOYEES.....	17
Section 301 To Join And Assist The Union.....	17
Section 302 While On Detail Or Assignment.....	17
Section 303 Matters Of Personal Concern.....	17
Section 304 Union Representation.....	17-18
Section 305 Time To Confer.....	18
Section 306 Membership Requirement.....	18
Section 307 Copies Of Medical Or Personnel Files.....	18
Section 308 Electronically Controlled Access.....	18
Section 309 Non-Moving Traffic Infractions.....	18
Section 310 Vehicle Damage.....	18
Section 311 Transit Subsidy.....	18-19
ARTICLE FOUR.....	20
RIGHTS OF THE UNION.....	20
Section 401 Union Rights And Responsibilities.....	20
Section 402 Notified Of Adverse Or Disciplinary Actions.....	20
Section 403 New Employee Orientation.....	20
Section 404 Alphabetical And Organizational Listing.....	21
Section 405 Records Of Meetings.....	21
Section 406 Photo Service.....	21
ARTICLE FIVE.....	22
PROVISIONS OF LAW AND REGULATION.....	22
Section 501 Conflict With Laws Or Regulations.....	22
Section 502 CyberFEDS.....	22
Section 503 Directives.....	22
Section 504 Midterm Bargaining.....	22

Section 505 Agreement Invalidity .....	22
Section 506 Union Bargaining Rights.....	22
ARTICLE SIX.....	23
APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION.....	23
Section 601 Appropriate For Negotiation .....	23
Section 602 Existing Or New Benefits, Policies, Practices And Procedures .....	23
Section 603 To Advise, Discuss Or Consult.....	23
Section 604 Meetings Between Stewards And Appropriate Management Officials	23
ARTICLE SEVEN.....	24
UNION REPRESENTATION.....	24
Section 701 Partnership Council .....	24
Section 702 Partnership Council Agenda.....	24
Section 703 Stewards At Large.....	24
Section 704 Official Time .....	25 - 26
Section 705 Seek Permission .....	26 - 28
Section 706 Chief Stewards.....	28
Section 707 Required Certifications .....	27
Section 708 Group Assignments Of 15 Or More.....	27
Section 709 Changes In Assigned Shift Or Work Area .....	28
Section 710 Necessary Records And Papers .....	28
Section 711 Conference Area .....	28
Section 712 Time To Be Interviewed.....	28
Section 713 Print And Distribute Copies Of This Agreement .....	28
Section 714 newly hired unit employees .....	28
ARTICLE EIGHT.....	29
WORK SCHEDULES.....	29
Section 801 Administrative Workweek .....	29
Section 802 Family-Friendly Work Arrangements .....	29
Section 803 Purpose Of Alternate Work Schedule.....	29
Section 804 Compressed Work Schedule Expectation .....	29
Section 805 5-4/9 Compressed Work Schedule.....	29
Section 806 Special Work Schedule .....	30
Section 807 Day Off May Be Changed.....	30
Section 808 Alternate Work Schedule Policy.....	30 - 31
Section 809 AWS Procedures.....	31
Section 810 Alternate Work Schedule TDY Situations.....	31 - 32
Section 811 Training Situations.....	32
Section 812 CWS & Annual and Sick Leave.....	32
Section 813 CWS & Holiday Pay.....	32
Section 814 CWS & Overtime .....	32
Section 815 CWS & deviation from the workweek or hours.....	33 - 34
Section 816 Changing The Days Of Basic Workweek Or Shift Hours .....	34
Section 817 Lunch.....	34
Section 818 Work-Hours, Unusual Circumstances.....	34
Section 819 Assignment To Swing And Graveyard Shifts.....	34
Section 820 Non-Clocking Privileges .....	35

Section 821 End Of Each Shift.....	35
Section 822 Motor Vehicle Operator .....	35
Section 823 Breaks .....	35
ARTICLE NINE.....	36
OVERTIME.....	36
Section 901 Overtime Assignments.....	36
Section 902 Notice Of Scheduled Overtime.....	36
Section 903 Perform Irregular Or Occasional Work On An Overtime Basis .....	36- 37
Section 904 Qualifying For Overtime.....	37
Section 905 Inspection Of Existing Overtime Records .....	37
Section 906 Overtime Policy.....	37
Section 907 Scheduling Of Representational Activities .....	37
Section 908 Overtime On CWS Days.....	37
ARTICLE TEN.....	38
HOLIDAY WORK.....	38
Section 1001 Holiday Work, Assignment .....	38
Section 1002 Legal Public Holidays .....	38
ARTICLE ELEVEN.....	39
WAGE SURVEYS.....	39
Section 1101 Wage Surveys .....	39
Section 1102 Time Allowed.....	39
Section 1103 Wage Survey Data Collectors Pay .....	39
ARTICLE TWELVE.....	40
SICK LEAVE.....	40
Section 1201 Accrued Sick Leave.....	40
Section 1202 Notify, Or Cause To Be Notified.....	40
Section 1203 Medical Certificates .....	40 - 41
Section 1204 Sent Home By The Dispensary .....	41
Section 1205 Advance Sick Leave.....	41
Section 1206 Temporary Restricted-Work .....	41
Section 1207 Alcohol And Drug Addiction.....	42
Section 1208 Injured On The Job.....	42
Section 1209 Right To Select A Physician .....	42
Section 1210 Verifying Sick Leave Use.....	42
ARTICLE THIRTEEN.....	43
ANNUAL LEAVE.....	43
Section 1301 Requests For Less Than 5 Days Annual Leave .....	43
Section 1302 Vacations.....	43
Section 1303 Forced Annual Leave .....	44
Section 1304 Permitted To Use All Leave Earned Each Year.....	44
Section 1305 Employee's Birthday.....	44
Section 1306 Scheduling Of "Use-Or-Lose" Leave .....	44
Section 1307 Advance Annual Leave.....	44
Section 1308 Reduced Operations Period.....	44 - 45



ARTICLE FOURTEEN.....	46
ADMINISTRATIVE LEAVE.....	46
Section 1401 Unforeseen Disruption.....	46
Section 1402 Relocated From Other Areas.....	46
ARTICLE FIFTEEN.....	47
LEAVES OF ABSENCE.....	47
Section 1501 Union Business Or Training.....	47
Section 1502 Approved LWOP.....	47
Section 1503 Bereavement.....	47
Section 1504 Excused Time.....	47-48
Section 1505 Agency-Ordered Fitness-For-Duty Examinations.....	48
Section 1506 Family And Medical Leave Act.....	48
ARTICLE SIXTEEN.....	49
PUBLICITY.....	49
Section 1601 Unofficial bulletin boards.....	49
Section 1602 Keynotes.....	49
Section 1603 Union Surveys And Polls.....	49
Section 1604 Union News Bulletin.....	49
Section 1605 Use Of Defamatory Or Scurrilous Statements.....	49
Section 1606 Changes In Parking.....	50
Section 1607 Computer Resources.....	50
ARTICLE SEVENTEEN.....	51
PROMOTIONS.....	51
Section 1701 Promoted Based On The Needs Of Management.....	51
Section 1702 Area of Consideration.....	51
Section 1703 Merit Promotion Announcements.....	51
Section 1704 Temporary Assignments.....	51-52
Section 1705 Evaluation Of Candidates.....	52
Section 1706 Qualifications Review.....	52
Section 1707 Basic Information Will Be Available, Upon Request.....	52-53
Section 1708 Details, Reassignments And Temporary Promotions.....	53
Section 1709 Merit System Principles.....	53
ARTICLE EIGHTEEN.....	54
REDUCTION IN FORCE AND PERSONNEL MOVEMENTS.....	54
Section 1801 Pending Reduction-In-Force.....	54
Section 1802 Continuing Positions.....	54
Section 1803 Reassign Employees.....	54
Section 1804 Right To Review Retention Registers.....	54
Section 1805 Re-Promotion.....	54
Section 1806 Temporary-Duty Assignments.....	54
Section 1807 Examine Retraining Programs.....	55
ARTICLE NINETEEN.....	56
DISCIPLINARY ACTIONS.....	56

Section 1901 Just Cause .....	56
Section 1902 Disciplinary Action Categories .....	56
Section 1903 Preliminary Investigations And Discussions .....	56-57
Section 1904 Written, Formal Disciplinary Action.....	57
Section 1905 During An Investigation .....	57
Section 1906 Grievable And Appealable Disciplinary Actions .....	57
Section 1907 Reasonable Period Of Time .....	57
Section 1908 Summary Of Discipline And Adverse Actions .....	58
ARTICLE TWENTY.....	59
GRIEVANCE PROCEDURE AND ARBITRATION.....	59
Section 2001 Language .....	59
Section 2002 Definition Of A Grievance .....	59
Section 2003 Fair And Equitable .....	60
Section 2004 Invalid Or Without Merit .....	60
Section 2005 Who May Grieve.....	60
Section 2006 Time Limit For Filing Grievances .....	60-61
Section 2007 When There Is More Than One Grievant .....	61
Section 2008 Before Filing A Grievance.....	61
Section 2009 Negotiated Grievance Procedure .....	62 - 63
Section 2010 Non-Employee Grievances.....	63
Section 2011 Special Considerations.....	63
Section 2012 Witnesses And Other Evidence .....	63
Section 2013 Violation Of Time Limits During Processing .....	63
Section 2014 Provision For Arbitration .....	64
Section 2015 Selection Of An Arbitrator .....	64
Section 2016 Payment Of The Arbitrator.....	65
Section 2017 Witnesses .....	65
Section 2018 Limit To Arbitrator's Authority .....	65
Section 2019 Timeliness Of Arbitrator's Decision .....	65
Section 2020 Good Faith.....	65
ARTICLE TWENTY-ONE.....	66
DEVELOPMENT AND REVIEW OF JOB DESCRIPTIONS AND RATINGS.....	66
Section 2101 Job Description Inequities .....	66
Section 2102 Change To A Lower Pay Rate .....	66
Section 2103 Accuracy Of Position Or Job Description.....	66
Section 2104 Position Or Job Description Of Record.....	66
Section 2105 Assignments Made Within Reasonable Bounds .....	66
Section 2106 Annually Review Of Position Or Job Description .....	66
Section 2107 Copies of Position Description.....	66
ARTICLE TWENTY-TWO.....	67
JURISDICTION.....	67
Section 2201 Contrary To Trade Lines.....	67
Section 2202 Dispute Over Cognizance Between Employee Crafts .....	67
ARTICLE TWENTY-THREE.....	68
TRAINING FOR NEW JOB RATINGS.....	68

Section 2301 Maximum Feasible Number Of Opportunities.....	68
Section 2302 Individual Development Plans .....	68
Section 2303 Employee Participation.....	68
Section 2304 Employees May Grieve .....	69
Section 2305 Management Shall Provide .....	69
Section 2306 Special Tour Of Duty .....	69
Section 2307 Eligible For Retirement.....	69
Section 2308 Mandatory Training.....	69
Section 2309 Higher Level Development .....	69
ARTICLE TWENTY-FOUR.....	70
SAFETY AND HEALTH.....	70
Section 2401 Safe Working Conditions .....	70
Section 2402 Improving Safety.....	70
Section 2403 Unsafe Practices .....	70
Section 2404 Ambulance Service.....	70
Section 2405 Accidents.....	70
Section 2406 Reporting Of All Injuries.....	71
Section 2407 Disabling Work Injury, Or Hazardous Material Contamination.....	71
Section 2408 Periodic Physical Examinations.....	71
Section 2409 Safety Meetings.....	71
Section 2410 Emergency Telephone Numbers .....	71
Section 2411 New Hazardous Materials Or Processes.....	71
Section 2412 Protective Clothing And Safety Equipment.....	71-72
Section 2413 Working Alone .....	72
Section 2414 Smoking In Specified Areas .....	72
Section 2414 Health Promotion and Disease/ Injury Prevention.....	72
ARTICLE TWENTY-FIVE.....	73
ENVIRONMENTAL DIFFERENTIALS.....	73
Section 2501 Minimize Hazards .....	73
Section 2502 Paid Environmental Differentials.....	73
Section 2503 Additional Pay .....	73
Section 2504 Employee's Basic Rate Of Pay.....	73
Section 2505 Exceptions To Hazard Pay .....	73
Section 2506 Management Agrees To Negotiate.....	74
ARTICLE TWENTY-SIX.....	75
CIVIC RESPONSIBILITIES.....	75
Section 2601 Jury Duty .....	75
Section 2602 Charity Drives.....	75
Section 2603 Court leave .....	75
Section 2604 Carpools, Vanpools And Transit Busses .....	76
ARTICLE TWENTY-SEVEN.....	77
COMMITTEE ASSIGNMENTS.....	77
Section 2701 Boards And Committees.....	77
Section 2702 Future Boards Or Committees.....	77
Section 2703 Committee Members And Limits .....	77

ARTICLE TWENTY-EIGHT.....	78
PERFORMANCE AND PRODUCTIVITY.....	78
Section 2801 Performance Standards.....	78
Section 2802 Setting Of Performance Standards.....	78
Section 2803 Signatures On The Performance Appraisal.....	78
Section 2804 Management Rating Official.....	78
Section 2805 Unacceptable Performance.....	78
Section 2806 Improving Productivity.....	78 - 79
Section 2807 Changes In Conditions Of Employment.....	79
ARTICLE TWENTY-NINE.....	80
TRAVEL.....	80
Section 2901 Travel.....	80
Section 2902 Temporary Expenses.....	80
Section 2903 Government Travel Charge Cards.....	80
Section 2904 Travel Arrangements.....	80
Section 2905 Travel Assignments.....	80
Section 2906 Travel Claims.....	81
Section 2907 Travel on Non-Workdays.....	81
Section 2908 Use of Government Quarters.....	81
ARTICLE THIRTY.....	82
EQUAL EMPLOYMENT OPPORTUNITY.....	82
Section 3001 Equal Employment Opportunity.....	82
Section 3002 Representation.....	82
Section 3003 Interfere Restrain, Coerce, Intimidate Or Reprisals.....	82
ARTICLE THIRTY-ONE.....	83
VOLUNTARY ALLOTMENT OF UNION DUES.....	83
Section 3101 Union Dues.....	83
Section 3102 Payroll Deduction.....	83
Section 3103 Purchasing The Standard Allotment Form.....	83
Section 3104 First Pay Period.....	83
Section 3105 Amount Of The Union Dues.....	84
Section 3106 Union Dues Termination.....	84
Section 3107 Standard Form 1188.....	84
Section 3108 Transmit To The Union.....	84-85
ARTICLE THIRTY-TWO.....	86
DURATION AND CHANGES.....	86
Section 3201 Remain In Full Force.....	86
Section 3202 Articles Subject To Opening.....	86 - 87
Section 3203 Amendments To This Agreement.....	87
Section 3204 Exclusive Representation.....	87
Section 3205 Precedent.....	87
Section 3206 Future Agreements.....	87
Section 3207 Midterm bargaining.....	87

ARTICLE THIRTY-THREE.....	88
SPECIAL PROVISIONS.....	88
Section 3301 Alternate Dispute Resolution .....	88
Section 3302 Support Of Common Goals .....	88
ARTICLE THIRTY-FOUR.....	89
CONTRACTING OUT.....	89
Section 3401 A-76 Or Similar Study.....	89
Section 3402 Appeals Concerning A-76.....	89
ARTICLE THIRTY-FIVE.....	90
FINANCIAL DISCLOSURE.....	90
Section 3501 Financial Disclosure .....	90
ARTICLE THIRTY-SIX.....	91
FURLOUGH .....	91
Section 3601 Furlough .....	91
ARTICLE THIRTY-SEVEN.....	92
DRUG TESTING .....	92
Section 3701 Policy.....	92

## 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**

**Section 101 Representation**

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

**Section 102 Who Is Represented**

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

Included:

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

Excluded:

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

**Section 103 Provisions of This Agreement**

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

**Section 104 Responsibility**

It is the responsibility of Management, Union representatives, and covered employees 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***

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

2    Management and the Union agree that employees in the unit shall have and shall be  
3    protected in the exercise of the right, freely and without fear of penalty or reprisal to  
4    form, join and assist the Union and any other labor organization or to refrain from any  
5    such activity. Except as expressly provided hereinafter and in the Statute the freedom  
6    of such employees to assist any labor organization shall be recognized as extending to  
7    the participation in the management of the Union and the labor organizations and acting  
8    for the organization in the capacity of a Union or an organization representative,  
9    including presentation of its views to the officials of the Executive Branch, the Congress,  
10    or other appropriate authority. Management shall take such action, consistent with law  
11    or with directives from higher authority, as may be required in order to assure that  
12    employees are apprised of the rights described in this article, and that no interference,  
13    restraint, coercion or discrimination is practiced within Management to encourage or  
14    discourage membership in any labor organization.  
15

16    **Section 302 Detail or Assignment**

17    It shall be the intent of Management that any employee covered by the provisions of this  
18    Agreement and during the period the employee is in a pay status, shall not forfeit any  
19    benefits of this Agreement while on temporary duty to another activity. Subject to  
20    impact and implementation, or appropriate arrangements bargaining requests by the  
21    employee and the Union, such employees will be expected to accept the physical  
22    conditions and to conform to the rules and regulations governing such matters as hours  
23    of work in effect at the temporary duty activity.  
24

25    **Section 303 Matters of Personal Concern**

26    Each employee shall have the right to bring matters of personal concern to the attention  
27    of appropriate Agency officials and/or appropriate Union representatives. Normally  
28    such matters should be initiated with the first line supervisor or with a steward. Each  
29    employee shall have the right to file a grievance over Management application or  
30    interpretation of any law, rule, regulation, practice, and this Agreement and each  
31    employee shall be protected in the exercise of such right.  
32

33    **Section 304 Union Representation**

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

43 CFR 1201.32. Additionally, the Union shall be given the opportunity to be represented  
44 at any examination of an employee in the unit by a Management official in connection  
45 with an investigation if the employee reasonably believes that the examination may  
46 result in disciplinary action against the employee and the employee requests  
47 representation. In accordance with the Statute, Management will inform employees  
48 annually of this right and post on official bulletin boards and NUWC Keyport's internal  
49 website.

50

### 51 **Section 305 Time to Confer**

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

55

### 56 **Section 306 Membership Requirement**

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

60

### 61 **Section 307 Copies of Medical or Personal Files**

62 Covered employees will be permitted to review personal records identifiable to the  
63 employee, which are contained in a system of records being maintained by the Agency.  
64 A covered employee's representative, when authorized by the employee in writing, will  
65 be permitted to review the employee's records. The Union recognizes applicable legal  
66 and regulatory requirements must be followed to obtain access to such records. Copies  
67 of requested records shall be provided at the employee's expense except when the  
68 employee is receiving the initial copy of an official record. The charges for these  
69 records shall not exceed those charges authorized by regulation.

70

### 71 **Section 308 Electronically Controlled Access**

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

75

### 76 **Section 309 Vehicle Damage**

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

84

### 85 **Section 310 Transit Subsidy**

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

89 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.



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.

### 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

### Section 801 Administrative Workweek

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

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

### Section 802 Family-Friendly Work Arrangements

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

### Section 803 Purpose of Alternate Work Schedule

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

### Section 804 Compressed Work Schedule Expectation

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

### Section 805 5-4/9 Compressed Work Schedule

Management standard CWS: an employee works nine (9) hours for eight (8) days, eight (8) hours on one (1) day, and normally has one scheduled Friday off during each pay 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 80 hours of work in each pay period. Therefore, except as set forth  
118 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 80  
126 hours in a pay period.

127

128 2. If it is not possible for the employee to work a total of 80 hours in any single pay  
129 period, the Agency may excuse up to four (4) hours during a pay period.

130

131 3. If the opposite situation occurs and the employee will work more than 80 hours

132 during the pay period, the affected employee will be compensated for all hours  
133 worked in excess of what would otherwise be normal working hours to the extent  
134 allowable by law.

135  
136 In limited TDY situations of one (1) week or less, the Agency has the option of  
137 allowing employees to remain on the AWS or changing the employee to the standard  
138 workweek for that pay period. To allow an employee to remain on AWS, both the  
139 availability of work and workspace must be considered.

### 141 **Section 811 CWS: Training Situations**

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

148  
149 As in the case of a TDY situation where there is insufficient time to change the basic  
150 workweek prior to the beginning of a pay period, Management officials should make  
151 adjustments, as appropriate, to the timekeeping system.

### 152 **Section 812 CWS: Annual and Sick Leave**

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

### 158 **Section 813 CWS: Holiday Pay**

159  
160 All full-time employees, including those on a CWS, are entitled to an "in lieu of" holiday  
161 when a holiday falls on a non-workday. In such cases, the employee's holiday is the  
162 basic workday immediately preceding the non-workday.

163  
164  
165 Exception: If the holiday falls on a non-workday that is a Sunday, the "in lieu of" holiday  
166 becomes Monday (Unless Monday is a CWS Regularly Scheduled Day Off (RDO). In  
167 this case, the RDO does not move, instead the in lieu of holiday is recorded on the  
168 preceding workday which is Friday).

### 169 **Section 814 CWS: Overtime**

170 Overtime hours are hours worked which are in excess of the basic daily work  
171 requirement and in excess of 80 hours a pay period. The employee is entitled to  
172 overtime pay or compensatory time for overtime worked per applicable provisions of the  
173 law.

### 174 **Section 815 CWS: Deviation from the Workweek or Hours**

175  
176 Any deviation from the workweek or hours of work set forth in section 801 above shall  
177



178 be made in accordance with applicable laws and government-wide regulations and the  
179 provisions for AWS as set forth below:  
180

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

225 the Agency will consult with the Union in accordance with this Agreement.  
226

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

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

### 238 **Section 817 Lunch**

239 Normally, employees will be granted 30 minutes for lunch. Exceptions to this are:  
240

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

### 259 **Section 818 Work Hours, Unusual Circumstances**

260 Where workload cannot be scheduled during normal work-hours, employees may  
261 volunteer to shift their hours of work to accommodate the workload.  
262

### 263 **Section 819 Assignment to Swing and Graveyard Shifts**

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

269 **Section 820 Non-Clocking Privileges**  
270 All employees will be extended non-clocking privileges except in situations involving  
271 overtime or compensatory time. Clocking may be required in situations where no  
272 Agency official will be working a back-shift, to provide attendance verification.  
273

274 **Section 821 End of Each Shift**  
275 Time, as determined by Management, will be allowed prior to the end of each shift for  
276 protection of government property and equipment. Management will provide suitable  
277 facilities for protection and stowage.  
278

279 **Section 822 Motor Vehicle Operator**  
280 A motor vehicle operator shall not be required to operate a motor vehicle for more than  
281 10 consecutive hours following eight (8) consecutive hours off duty subject to the  
282 exceptions in OPNAV instruction 5100.12.  
283

284 **Section 823 Breaks**  
285 Employees will be provided two (2) breaks during their daily work-shift in which they  
286 may engage in activities of their choice including Union-related business, subject to the  
287 Agency's right to assign work, as long as official break time is not exceeded.  
288 Consideration will be given to the time it takes the employee to get from the work site to  
289 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**

1 **SICK LEAVE Section 1201 Accrued Sick Leave**

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

6 **Section 1202 Notify, or Cause to be Notified**

7 Employees shall be responsible for contacting Management and requesting Sick Leave  
8 unless incapacitated from following “call in” procedures. The incapacity of the employee  
9 to follow “call in” procedures must be documented by a written medical certification  
10 provided by a health care professional, and shall be provided to Management the next  
11 working day the employee returns to perform assigned duties. Requests for Sick Leave  
12 for medical, dental, optical examination, or treatment shall be submitted and approved  
13 prior to the day of scheduled leave.  
14

15 An employee who is absent on account of illness shall request leave from the  
16 employee’s first-level supervisor for the assigned work area prior to the start of the  
17 employee’s shift. Late notification, up to one hour after the start of the shift, may be  
18 approved if it is an infrequent occurrence by the employee. Employees assigned to  
19 service functions, such as transportation or utilities, will call prior to the start of their  
20 assigned shift. If the employee is unable to speak with their first-level supervisor, the  
21 employee is to leave a message including a telephone number at which the employee  
22 can be reached. Supervisory notification does not constitute Sick Leave approval, and  
23 the employee retains the responsibility for ensuring that the notification is made.  
24 Employees shall contact their first-level supervisor and request Sick Leave on the first  
25 work day of absence due to illness, and each work day thereafter unless Management  
26 specifically approves an alternate schedule, which will not to exceed seven (7) calendar  
27 days. On the first work day that the employee returns to work, the employee shall  
28 submit a Sick Leave request for consideration in Management’s official leave tracking  
29 system.  
30

31 **Section 1203 Medical Certificates**

32 Medical certificates or administratively acceptable evidence is required for absences in  
33 excess of three (3) working days, or for a lesser period when required by Management,  
34 and must specify when the employee may return to duty. Management may consider  
35 an employee’s self-certification as to the reason for his or her absence as  
36 administratively acceptable evidence, regardless of the duration of the absence.  
37

38 When requested, the employee must provide administratively acceptable evidence, or  
39 medical certification within 15 calendar days of Management’s request. If the employee  
40 is unable to provide the requested evidence, despite the employee’s diligent good faith  
41 efforts, the employee must provide the evidence within a reasonable period of time, but



42 no longer than 30 calendar days after Management made the original request for  
43 documentation. If the employee fails to provide the required evidence within the  
44 specified time period, he or she is not entitled to sick leave.

45  
46 Prior to taking disciplinary action, Management will discuss the circumstances of the  
47 absence with the employee. The employee will be given an opportunity to consult with  
48 a Union representative. Medical certificates, when required, will specify when the  
49 employee may return to duty.

50  
51 The first time a Management official suspects that an employee is abusing Sick Leave,  
52 the employee will be orally advised of the suspected abuse. The employee may  
53 request Union representation for the oral counseling. The fact that an oral counseling  
54 session has taken place will be documented with the signature of Management official  
55 and employee, and a copy of the signed counseling will be provided to the employee.  
56 After oral counseling, the employee may be advised, in writing, of the requirement to  
57 submit a medical certificate signed by a physician, practitioner, or designated medical  
58 representative for each subsequent absence for illness to Management. Management  
59 shall accept the valid medical certificates that are signed or endorsed in any manner in  
60 which the physician deems appropriate. Medical certificates will not be required for  
61 holidays or days outside the employee's workweek. Employees who use Sick Leave for  
62 medical, dental, or optical examinations will not be required to submit a medical  
63 certificate in the absence of evidence of past Sick Leave abuse.

#### 64 65 **Section 1204 Sent Home by a Federal Dispensary**

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

#### 69 70 **Section 1205 Advance Sick Leave**

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

- 77
- 78 1. The maximum advance will not exceed 240 hours;
  - 79
  - 80 2. There is reasonable evidence substantiated by a statement from the federal Medical  
81 Officer, medical practitioner, or private physician that the employee will be capable  
82 of returning to work and fulfilling the full scope of the employee's assigned duties;
  - 83
  - 84 3. There are sufficient funds in the employee's retirement account to repay  
85 Management for the value of advance Sick Leave should the employee not be able  
86 to return to work. Employees not having a sufficient balance in the retirement  
87 account will be allowed to sign a statement acknowledging the debt and agreeing to

88 pay if federal government service is terminated.

89

90 **Section 1206 Temporary Restricted Work**

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

98

99 **Section 1207 Alcohol and Drug Addiction**

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

107

108 **Section 1208 Injured on the Job**

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

115

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

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

119

120 **Section 1210 Verifying Sick Leave Use**

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

# **ARTICLE THIRTEEN**

## **ANNUAL LEAVE**

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

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

10  
11   In "emergency leave" situations, the employee will contact the employee's first-level  
12   supervisor for the work area, or the supervisor's designated representative, as soon as  
13   possible before the start of the shift, or within two (2) hours after the start of the  
14   employee's work shift on the first workday of the absence. If the employee's first-level  
15   supervisor, or the supervisor's designated representative, is not available then  
16   information will be provided by the employee so that the employee may be contacted to  
17   discuss the emergency situation. If the Agency determines that a bona fide emergency  
18   exists, the leave request will be approved. If the leave request is disapproved, or the  
19   employee does not make contact in the manner described above, the employee may be  
20   placed in an absence-without-leave (AWOL) status. Failure to call in within the  
21   specified two (2) hour time limit will not, by itself, be a basis for denying the leave  
22   request. The reasons for failure to call in on a timely basis will be taken into  
23   consideration in the decision to approve all, or a portion of the day as Annual Leave.

24  
25    **Section 1302 Vacations**

26    Every attempt consistent with the workload will be made to satisfy the desires of the  
27    employee with respect to approval of extended Annual Leave for vacations.  
28    Management agrees to schedule approved leave for vacation purposes of not less than  
29    two (2) consecutive weeks for employees who earn 13 days of Annual Leave per year,  
30    and not less than three (3) consecutive weeks for employees who earn 20 days or more  
31    of Annual Leave per year provided that the employee has a sufficient leave balance to  
32    cover the duration of the request, and provided the employee's request is submitted not  
33    later than the first of April. In scheduling such leave, the wishes of the employee will be  
34    given all due consideration.

35  
36    When Management finds it necessary to cancel previously approved leave of two (2)  
37    weeks or more, the reasons for such actions will be provided to the affected employee,  
38    or employees, in writing if requested by the employee. In such situations, Management  
39    will also inform the employee in writing of the right to reschedule the requested leave.  
40    Once an employee has agreed upon a vacation period, change will not be permitted if,  
41    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 or 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 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 80 hours of Annual Leave  
102 after the period of reduced operations for those employees earning 8 hours of  
103 Annual Leave per pay period, fewer than 100 hours of Annual Leave for those  
104 earning six (6) hours of Annual Leave per pay period, or fewer than 120 hours of  
105 Annual Leave for those employees earning four (4) hours of Annual Leave per pay  
106 period. If the Agency period of reduced operations exceeds 32 working hours, any  
107 additional hours, 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 24 hours advance notice can be given. Employees may elect to use  
11 LWOP in this circumstance.  
12
  - 13 2. When such situations develop too late to give 24 hours advance notice, employees  
14 who cannot be assigned to other work will be required to use Annual Leave only if  
15 notice can be given before the end of their shift immediately preceding the one in  
16 which they are to be placed on leave. Such involuntary use of leave may not exceed  
17 five (5) days in any leave year.  
18
  - 19 3. When neither 24 hours notice nor notice before the end of their immediately  
20 preceding shift is possible, employees who cannot be assigned to other duties may  
21 be placed on Administrative Leave not to exceed eight (8) hours and could then be  
22 placed on enforced Annual Leave for any subsequent continuous absence required  
23 beyond eight (8) hours, provided a 24 hour advance notice can be given.  
24

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

26 Covered employees who have relocated from other areas at NUWC Division Keyport  
27 expense may, in addition to the relocation expenses provided for in applicable  
28 regulations, be permitted to use no more than three (3) days of Administrative Leave for  
29 the purposes of receiving shipments of personal belongings and other necessary  
30 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 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 15 work days a year for all Union personnel. Up to an  
36 additional five (5) work days will be granted per year for the purpose of training  
37 one (1) new Union steward. Management will consider requests for additional  
38 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 **Section 1702 Area of Consideration**

11 The area of consideration for merit promotions is established by Management, and is  
12 determined by the likelihood of sufficient qualified candidates.  
13  
14

### 15 **Section 1703 Merit Promotion Announcements**

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

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

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

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

### 37 **Section 1704 Temporary Assignments**

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

- 41 1. When an employee is assigned to a higher graded supervisory position for 15  
42 calendar days or more, a temporary promotion will be made.
- 43
- 44 2. Details to different positions at the same or lower grade level for periods of 30 to  
45 120 days will be documented in the Electronic Official Personnel File (EOPF).  
46
- 47 3. When an eligible employee is officially assigned to, or permitted by a  
48 Management official, to perform in a clearly defined non-supervisory higher level  
49 position for 15 calendar days or more, a temporary promotion will be made. This  
50 does not apply to assignment of personnel on formal training programs. In  
51 situations where back pay is determined to be warranted under this subsection,  
52 the regulatory time limits regarding temporary promotions, for which competitive  
53 procedures are normally required, do not apply.  
54
- 55 4. Temporary reassignments may be made in lieu of details.  
56

### 57 **Section 1705 Evaluation of Candidates**

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

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

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

### 71 **Section 1706 Qualifications Review**

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

### 80 **Section 1707 Basic Information will be Available upon Request**

81 When a merit promotion certificate/list, or a MIC, is established, basic information will be  
82 available, upon request, to applicants within five (5) working days of final selection.  
83 Information will include basic eligibility, the individual's name, scores, and the score of  
84 all other applicants (when applicable). Names of other applicants will not be provided.  
85

86 **Section 1708 Details, Reassignments, and Temporary Promotions**  
87 Details, reassignments and temporary promotions will be made in accordance with merit  
88 promotion principles. This shall not be construed to prohibit reassignment of personnel  
89 in order to avoid RIF actions, to satisfy requirements of a seasonal or temporary nature  
90 of emergency situations as defined in OPM regulations.  
91  
92 **Section 1709 Merit System Principles**  
93 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***

### **Section 1901 Just Cause**

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

In cases where Management believes special circumstances warrant less than five (5) working days to reply to the proposed disciplinary action, management may reduce the reply period to a lesser period within the limits provided in the Code of Federal Regulations by notifying the Union in writing of its reasons for reducing the time to reply. It is expected that instances of reducing reply time will be used sparingly. After formal action is taken, if the employee alleges that the charges were untrue, the facts misrepresented, or the penalty too severe, the employee may grieve/appeal the decision in accordance with this agreement.

### **Section 1902 Disciplinary Action Categories**

Disciplinary actions are included in one of the following categories:

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

### **Section 1903 Preliminary Investigations and Discussions**

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



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

43  
44 When Management determines that the best interests of the employees involved will be  
45 served by having an independent investigation, it may be conducted by an individual  
46 who is not in the normal supervisory chain. The Union will be advised as soon as  
47 possible when such investigations are undertaken. When the employee is advised  
48 orally or in writing that a notice of disciplinary action will be given, the employee is  
49 entitled to Union representation at all subsequent investigations or discussions  
50 regarding disciplinary actions at which the employee is in attendance, subject to the  
51 employee's approval. Management will provide upon request and if not prohibited by  
52 law the designated Union representative with copies of any information relied on by  
53 Management in proposing disciplinary and adverse actions against unit employees, as  
54 well as copies of notices of proposed action and copies of the decisions. Management  
55 should acquaint the employees with their right of representation before questioning in  
56 these latter instances.

57

#### 58 **Section 1904 Written, Formal Disciplinary Action**

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

63

#### 64 **Section 1905 During an Investigation**

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

71

#### 72 **Section 1906 Grievable and Appealable Disciplinary Actions**

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

79

#### 80 **Section 1907 Reasonable Period of Time**

81 Disciplinary action by Management will be taken against any employee within a  
82 reasonable period of time.

83

84 **Section 1908 Summary of Discipline and Adverse Actions**  
85 Upon request but no more frequent than annually, the Union will be furnished with a  
86 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
- 11 2. By any labor organization concerning any matter relating to the employment of any  
12 employee; or
- 13
- 14 3. By any employee, labor organization, or Management concerning the effect or  
15 interpretation, or a claim of breach, of a collective bargaining agreement; or any  
16 claimed violation, misinterpretation, or misapplication of any law, rule or regulations  
17 affecting conditions of employment.  
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
- 24 2. Retirement, life, or health insurance.
- 25
- 26 3. Suspension or removal for national security reasons.  
27
- 28 4. Any examination, certification, or appointment.
- 29
- 30 5. Classification of any position that does not result in the reduction in grade or pay of  
31 an employee.  
32
- 33 6. Matters that have been submitted to the MSPB, Equal Employment Opportunity  
34 (EEO) Commission, or the FLRA.
- 35
- 36 7. Removal of probationary employees.  
37
- 38 8. Non-selection from a group of properly ranked and certified candidates.  
39
- 40 9. RIF actions.  
41

42 10. Class action EEO complaints.

43

44 **Section 2003 Fair and Equitable**

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

50

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

55

56 1. Appeals from adverse actions taken in accordance with OPM and DoN regulations  
57 may be filed either with the MSPB, or processed through the negotiated grievance  
58 procedure, but not both. An employee shall be deemed to have decided on the  
59 appeal route at such time as the employee files a notice of appeal with the MSPB, or  
60 initiates Step 1 of the formal grievance procedure, whichever occurs first.

61

62 2. Individual discrimination complaints may be processed under the Agency EEO  
63 complaints procedure, or through the negotiated grievance procedure, but not both.  
64 An employee shall be deemed to have decided on the appeal route at such time as  
65 the employee files a formal EEO complaint, or initiates Step 1 of the formal  
66 grievance procedure, whichever occurs first.

67

68 **Section 2004 Invalid or Without Merit**

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

71

72 **Section 2005 Who May Grieve**

73 Any covered employee, a group of covered employees, the Union, or the Agency may  
74 use the provisions of the negotiated grievance procedure.

75

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

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

80

81 Grievances concerning allegations of prohibited discrimination must be submitted within  
82 45calendar days of the alleged discriminatory act, or the date the employee became  
83 aware, or should reasonably have been aware, of the alleged discrimination.

84

85 All other grievances must be initiated with the first-level supervisor in the employee's  
86 work area within 15 working days after the occurrence of the matter out of which the

87 grievance arose, or the employee became aware of the matter. Grievances not meeting  
88 the 15 calendar day time limit may be rejected on timeliness after due consideration has  
89 been given to the reasons the time limit was not met. The reasons for rejecting the  
90 grievance will be in writing. These time limits shall also apply to Union, and  
91 Management initiated grievances.

92

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

94

95 1. If parties agree to ADR, and either party decides to withdraw from the ADR  
96 process, then both Management and the Union agree that the grievance time  
97 limit of five (5) working days begins on the next working day following the  
98 conclusion of the ADR process.

99

100 2. If an employee elects ADR without Union representation, both Management  
101 and the Union agree that any binding settlement from the ADR process will be  
102 reviewed by the Union within five (5) working days before final signing in order to  
103 ensure that this Agreement is not violated.

104

### 105 **Section 2007 When There is More than One Grievant**

106 The Union and the Agency agree that when more than one employee has an identical  
107 grievance where individual variations are not involved, the Union may call the aggrieved  
108 employees together and will select one case for processing under the grievance  
109 procedure. Such joint action will require the concurrence of all aggrieved employees.  
110 The Union will inform the Agency upon initiation of the grievance of the names of all  
111 known grievants. The employees will be advised that in processing one (1) grievance  
112 for the group, the decision on the case selected will be binding on all affected  
113 employees, and when a decision is made on the grievance, each employee will be  
114 notified through the steward.

115

### 116 **Section 2008 Before Filing a Grievance**

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

123

124 An employee may not use the provisions of this grievance procedure with a  
125 representative other than the Union, but may use these provisions without a Union  
126 representative. If an employee wishes Union representation, the Chief Steward should  
127 be contacted by the employee to make appropriate arrangements. After a grievance  
128 has been initiated, all contacts with the grievant concerning the grievance will be sent to  
129 both the employee, and the steward unless the employee has declined Union  
130 representation.

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**Section 2009 Negotiated Grievance Procedure**

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

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

B. Formal Steps

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

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

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

177 where there is no second-level supervisor below department head level  
178 then steps 1 and 2 may be combined. The department head, within 10  
179 workdays of the receipt of the grievance form, will meet with the employee  
180 and the Union representative, after determining the date, time, and  
181 location, and attempt to resolve the grievance.

182  
183 The department head will provide a written response within 10 working  
184 days of meeting with the employee.

185  
186 Step 3: If satisfactory settlement has not been reached at the previous step, the  
187 employee and/or Union may, within 15 working days of the receipt of the  
188 department head's decision, submit the grievance to the Commanding  
189 Officer (CO) via Management's Labor Relations point of contact for  
190 resolution. The CO, or his/her designated Division Keyport representative,  
191 will meet within 15 working days after receipt of the employee's grievance  
192 form with the employee, the steward previously involved, and a Union  
193 officer in an attempt to reach a satisfactory settlement, after determining  
194 the date, time, and location. A written decision from the CO, or his/her  
195 designated Division Keyport representative, will be supplied within 15  
196 working days of the meeting. The written decision will provide relevant  
197 responses to each major point set forth by the parties at the hearing. The  
198 original grievance will be returned to the Union with a copy provided to the  
199 employee. If this decision is not satisfactory to the employee, the Union  
200 may decide to advance it to arbitration.

201  
202 C. The original grievance form will be returned to the Union at the end of each step of  
203 the grievance procedure.

## 204 **Section 2010 Non-Employee Grievances**

205 Non-employee grievances initiated by the Union, or Management will be submitted  
206 informally as follows:

207  
208  
209 Union grievances: to the appropriate division, or department head (the lower of these  
210 two levels having authority to resolve the grievance) with a copy provided to  
211 Management's Labor Relations point of contact.

212  
213 Management grievances: to the Chair of the Conference Committee; or, in the absence  
214 of the Chair, the Chief Steward.

215  
216 The appropriate official will reply to the initiator of the grievance within five (5) working  
217 days. If the grievance is not settled at this level, it may, within 10 working days, be  
218 submitted in writing to the CO, or the President of the Union, as appropriate. Within 15  
219 working days, the CO, or his/her designated Division Keyport representative, will meet  
220 with the President of the Union to resolve the grievance. A decision will be rendered  
221 within 15 working days following the meeting unless the parties agree to extend the time  
222 limit.

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**Section 2011 Special Considerations**

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

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

**Section 2012 Witnesses and Other Evidence**

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

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

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

**Section 2014 Provision for Arbitration**

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

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



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268 **Section 2015 Selection of an Arbitrator**

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

277

278 **Section 2016 Payment of the Arbitrator**

279 The fees and expenses of the arbitrator, and other costs of arbitration, shall be borne  
280 equally by the Union and the Agency.

281

282 **Section 2017 Witnesses**

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

286

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

288 The arbitrator shall not change, modify, alter, delete, or add to the provisions of this  
289 Agreement.

290

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

292 The arbitrator will be requested to render a decision as quickly as possible, but in any  
293 event no later than 60 calendar days after the conclusion of the hearing, unless the  
294 parties mutually agree to extend the time limit.

295

296 **Section 2020 Good Faith**

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

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

**Section 2101 Job Description Inequities**

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

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

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

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

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

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

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

**Section 2105 Assignments Made Within Reasonable Bounds**

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

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

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

**Section 2107 Copies of Position Description**

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**

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

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

#### **Section 2302 Individual Development Plans**

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

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

#### **Section 2303 Employee Participation**

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

41 **Section 2304 Employees May Grieve**

42 Covered employees may grieve what they feel is arbitrary assignment of training  
43 requirements (e.g., Acquisition Workforce, schools, certifications, etc.).  
44

45 **Section 2305 Management Shall Provide**

46 Management shall provide on-the-clock time, and reimbursement for travel expenses,  
47 tuition, and other associated fees for required training in the current position. This  
48 includes travel expenses associated with Management's approved career counseling.  
49

50 **Section 2306 Special Tour of Duty**

51 Where optional training is available only during duty hours at an area institution,  
52 employees may request a special tour of duty to allow class participation.  
53

54 **Section 2307 Eligible for Retirement**

55 Covered employees eligible for retirement, or eligible to retire within 10 years, may  
56 request to participate in a local seminar, workshop, conference, or training session  
57 designed to address the many facets of retirement. Management will allow one  
58 opportunity to attend this training subject to scheduling availability and funding.  
59

60 **Section 2308 Mandatory Training**

61 Management agrees to provide the Union with written notification at least 30 calendar  
62 days, when possible, before designating a course, and/or program as mandatory for unit  
63 employees/positions.  
64

65 **Section 2309 Higher Level Development**

66 When an employee applies for higher level development and/or enhancement  
67 programs, and is not selected the employee will be notified in writing of the reasons for  
68 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 75  
89 pound ANSI standard. This is to be verified by Management Safety Office. When  
90 employees make this election, they will, upon presentation of proper documentation, be  
91 reimbursed for the amount paid, up to the maximum amount authorized at the time of  
92 the purchase. Management will evaluate all work areas on a continuing basis and make  
93 appropriate recommendations to Management officials, at or above the department  
94 head level, on the use of protective clothing and safety equipment. Management shall  
95 make a continual effort to provide improved equipment. Articles shall be replaced when  
96 they are no longer deemed acceptable for their intended purpose. Employees may  
97 request an inspection of articles, which are suspected to be defective, and Management  
98 officials shall treat such requests with urgency. Processes for identification,  
99 authorization and procurement of PPE are contained in KPTINST 5100 series.  
100 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.

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.

# **ARTICLE TWENTY-EIGHT**

## **PERFORMANCE AND PRODUCTIVITY**

1 **Section 2801 Performance Standards**

2 Performance standards will be reflective of duties and responsibilities assigned the  
3 position and constructed in accordance with applicable law. The standards will be  
4 applied fairly, equitably, objectively and uniformly for like duties. The standards  
5 themselves are not grievable, application of standards and other matters related to the  
6 performance appraisal program may be grieved through the negotiated grievance  
7 procedure contained in this Agreement.  
8

9 **Section 2802 Setting of Performance Standards**

10 In the development of position descriptions and the setting of performance standards by  
11 Management, employees will be given a reasonable opportunity to review the proposed  
12 position descriptions and standards, and to provide their input. Each Agency official will  
13 give full consideration to employee comments before finalizing the standards. BUEs  
14 have the right to request Union representation at meetings discussing unacceptable  
15 performance.  
16

17 **Section 2803 Signatures on the Performance Appraisal**

18 Management will inform the employees that their signatures on the performance  
19 appraisal form signifies only that a discussion of the appraisal has taken place, and  
20 does not constitute their agreement either with the performance standards established  
21 for their positions or the rating received.  
22

23 **Section 2804 Management Rating Official**

24 Management rating official will prepare the appraisal, discuss it with the employee, and  
25 give the employee an opportunity to comment in writing and sign the appraisal. If BUE  
26 is dissatisfied with the rating, the employee may request Union assistance. If  
27 Management rating official sustains an unacceptable performance rating, Management  
28 rating official must give written justification for the rating given. A copy of an  
29 employee's performance appraisal will be provided to the employee at the end of each  
30 appraisal period, and at the midterm appraisal, if requested.  
31

32 **Section 2805 Unacceptable Performance**

33 Management agrees to promptly inform employees whenever their performance  
34 declines to the unacceptable level. The notification will be in writing, and will provide  
35 guidance for improvement. The employee will be provided a formal Performance  
36 Improvement Plan, and a reasonable amount of time to demonstrate improvement.  
37

38 **Section 2806 Improving Productivity**

39 The Union will participate with Management in the development of Management-wide  
40 programs aimed at improving productivity. Union officials will encourage employees of

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

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

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

# ARTICLE TWENTY-NINE

## TRAVEL

### Section 2901 Travel

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

### Section 2902 Travel Expenses

Employees will be reimbursed for expenses incurred while traveling in accordance with applicable regulations, subject to the following:

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

### Section 2903 Government Travel Charge Cards (GTCCs)

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

### Section 2904 Travel Arrangements

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

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

### Section 2905 Travel Assignments

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***

1    **Section 3001 Equal Employment Opportunity**

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

8

9    **Section 3002 Representation**

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

12

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

14   It is agreed that no Management official or Union representative shall interfere with,  
15   restrain, coerce, intimidate, or take reprisals against any employee for appearing,  
16   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 12 months. In  
47 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

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 60 calendar days prior to the  
5 annual anniversary date of the Agreement, either party gives written notice to the other  
6 party of its desire to open negotiations. Further, it is provided that this Agreement shall  
7 terminate at any time it is determined that the Union is no longer entitled to exclusive  
8 recognition under the Statute. On the request of either party, the parties shall meet to  
9 commence negotiations on a new agreement no more than 60, nor less than 30 days  
10 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 14 calendar days after receipt  
27 of such notice to discuss the matter(s) involved in such request(s). If the parties  
28 agree that opening is warranted on such matter(s), they shall proceed to negotiate  
29 on amendments to same. No changes shall be considered except those bearing  
30 directly on the subject matter(s) agreed to by the parties. Such amendments as  
31 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 30 calendar days after receipt of any order, instruction or regulation of the OPM,  
35 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 14 calendar days  
40 after receipt of such request to open negotiations on such matters. No changes  
41 shall be considered except those bearing directly on and falling within the scope of

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

### **Section 3501 Financial Disclosure**

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

1. The requirement to file is based upon an employee's official duties and responsibilities. Accordingly, the Agency will annually review the position description of each employee to ensure that the position description does accurately reflect the official duties and responsibilities of the employee.
2. The employees' position description should accurately reflect filing requirements and will be changed to reflect any change in filing requirements.
3. Each form OGE-450 shall be held in confidence. Information from a OGE-450 may not be disclosed except as the Office of Counsel at NUWC Division, Keyport may determine for good cause. Agency officials designated to review the OGE-450s are responsible for maintaining the statements in confidence and shall not allow access to or disclosure from the OGE-450s except to carry out the purpose of the applicable regulation.
4. When necessitated by reason of duty assignment, infirmity, or other good cause, an extension of time for an employee's filing may be granted by the Agency. Any OGE-450 submitted shall include appropriate notation of any extension of time 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  
3 NUWCDIVKPTDirective 5355 and KPT 5355-01

## INDEX

- 4 Administrative Leave, 46
  - Relocated From Other Areas, 46
  - Unforeseen Disruption, 46
  - Administrative Workweek, 29
- ADR
  - Alternate Dispute Resolution, 88
  - Support Of Common Goals, 88
- Advise, Discuss or Consult, 23
- Agreement Invalidity, 22
- Agreements, Future, 87
- Alcohol And Drug Addiction, 42
- Alphabetical and Orgaizational Listing, 21
- Alternate Work Schedule
  - Policy, 30
  - Procedures, 31
  - TDY Situations, 31
  - Training Situations, 32
- Amendment(s), 86
- Annual Leave
  - Advance, 44
  - Bereavement, 47
  - Employee's Birthday, 44
  - Forced, 44
  - Less than 5 days, 43
  - Reduced Operations, 44
  - Use-Or-Lose, 44
  - Vacations, 43
- Appropriate for Negotiation, 23
- Arbitration
  - Arbitrator's Authority, 65
  - Arbitrator's Decision, 65
  - Good Faith, 65
  - Payment Of The Arbitrator, 65
  - Provision For, 65
  - Selection Of An Arbitrator, 64
  - Witnesses, 63
- ARBITRATION, 59
- Articles Subject To Opening, 86
- AWS
  - Family-Friendly Work Arrangements, 29
  - Purpose of, 29
- Bargaining Rights, 22
- Benefits, 24
- Bereavement, 47
- Boards, 77
- Breaks, 35
- Bulletin Boards, 49
- Carpools, 76
- Changes of work shift or area, 28
- Check-in sheet, 28
- Christmas Shutdown, 38
- Civic Responsibilities
  - Carpools, Vanpools And Transit Busses, 76
  - Charity Drives, 75
  - Court Leave, 75
  - Jury Duty, 75
- Committees, 77
- Compressed Work Schedule
  - 5-4-9, 29
  - Annual and Sick Leave, 32
  - Changing Days Of Workweek Or Shift, 34
  - Day off, 30
  - Days & Overtime, 36
  - Deviation From The Workweek, 33
  - expectation, 29
  - Holiday Pay, 32
  - Overtime, 36
- Computer Resources, 50
- Conflict With Laws, 22
- Contracting Out
  - A-76 Appeals, 89
  - A-76 Or Similar Study, 89
- Customary and usual rights, 16
- Customer Satisfaction, 12
- CyberFEDS, 22
- Defamatory Or Scurrilous Statements, 49

Detail or Assignment, 17  
Directives, 22  
Disciplinary Actions  
  Categories, 56  
  During An Investigation, 57  
  Formal, 57  
  Grievable And Appealable, 57  
  Just Cause, 56  
  Preliminary Investigations, 56  
  Reasonable Period Of Time, 57  
  Summary Of Discipline And Adverse  
    Actions, 58  
Dispensary, 41  
Drug And Alcohol Addiction, 42  
Duration And Changes, 86

## EEO

  Equal Employment Opportunity, 82  
  Interfere Restrain, Coerce, Intimidate  
    Or Reprisals, 82  
  Representation, 82  
Electronically Controlled Access, 18  
Emergency Telephone Numbers, 71  
Environmental  
  Additional Pay, 73  
  Hazard Pay Exceptions, 73  
  Hazards, Minimize, 73  
  Management Agrees To Negotiate, 74  
  Paid Environmental Differentials, 73  
Exclusive Representation, 87  
Excused Time, 47  
Family And Medical Leave Act, 48  
Financial Disclosure, 90  
Fitness-For-Duty Examinations, 48  
Furlough, 91

## Graveyard And Swing Shifts, 34

### Grievance

  Before Filing, 61  
  Definition Of, 59  
  Evidence, 64  
  Fair And Equitable, 60  
  Formal Steps, 62  
  Informal Step, 62  
  Language, 59  
  Management grievances, 63

  Merit, 60  
  More Than One Grievant, 61  
  Non-Employee, 63  
  Procedure, 62  
  Special Considerations, 63  
  Time Limit For Filing, 60  
  Time Limits, 60  
  Union grievances, 26  
  Who May Grieve, 60  
Group assignments, 27

### Holiday

  List of, 38  
  Work, 38

### Injured On The Job, 42

Investigations, 56

### Job Description

  Accuracy Of, 66  
  Assignments Within Reasonable  
    Bounds, 66  
  Change To A Lower Pay Rate, 66  
  Inequities, 66  
  Of Record, 66  
  Review Of, 66

### Jurisdiction

  Crafts, Employee, Dispute, 67  
  Trade Lines, 67

### Keynotes, 49

### LEAVES OF ABSENCE, 47

  Limited duty, 42  
  Lunch, 34  
  LWOP, 47

### Management grievances, 59

  Matters appropriate for negotiation, 23  
  Medical or Personnel Files, 18  
  Midterm Bargaining, 87  
  Motor Vehicle Operator, 35

### New Employee Orientation, 20

  News Bulletin, 49  
  Non-Clocking Privileges, 35

- Overtime
  - Assignments, 34
  - Inspection Of Records, 37
  - Irregular Or Occasional Work, 37
  - Notice Of, 36
  - Policy, 37
  - Qualifying For, 37
- Overtime On CWS Days, 37
- Parking, 28
- Partnership Council
  - Agenda, 24
  - Support of, 24
- Performance Appraisal, 78
- Performance Standards
  - Conditions Of Employment, 79
  - Improving Productivity, 78
  - Rating Supervisor, 78
  - Setting, 78
  - Signatures On The Performance, 28
  - Appraisal, 78
  - Unacceptable Performance, 78
- Photo Service, 21
- Physician, Right to Select, 42
- Policies, 24
- Practices, 24
- Preamble, 14
- Precedent, 87
- Print and distribute Agreement, 28
- Procedures, 24
- Promotions
  - Announcements, 51
  - Based On The Needs Of Management, 51
  - Basic Information, 52
  - Candidates, Evaluation Of, 52
  - Details, 53
  - Reassignments, 53
  - Recruitment, 52
  - Temporary, 53
  - Temporary Assignments, 51
  - Vacancy Announcement, Modified, 51
- Protection of government property and equipment, 35
- Provisions of this Agreement, 15

- Quarters, 81
- Records of Meetings, 21
- Representation, 15
- Representational Activities, 37
- Responsibility, 15
- RIF
  - Continuing Positions, 54
  - Reassign Employees, 54
  - Reduction-In-Force, 54
  - Re-Promotion, 54
  - Retention Registers, 54
  - Retraining Programs, 55
  - Temporary-Duty, 54
- Rules And Regulations, 16
- Safety And Health
  - Accidents, 70
  - Ambulance Service, 70
  - Disabling Injury, 71
  - Hazardous Material Contamination, 71
  - Improving, 70
  - New Hazardous Materials Or Processes, 71
  - Physical Examinations, 71
  - Protective Clothing, 71
  - Safe Working Conditions, 70
  - Safety Equipment, 71
  - Safety Meetings, 71
  - Smoking, 71
  - Telephone Numbers, 71
  - Unsafe Practices, 70
  - Working Alone, 72
  - Sick Leave
    - Accrued, 40
    - Advanced, 42
    - Medical Certificates, 40
    - Notification of Supervisor, 40
    - Sent Home By The Dispensary, 41
    - Use, 42
    - Visits to an employee's home, 42
- Sick Leave
  - Verifying Use, 42
  - Smoking, 72
  - Special Work Schedule, 30

Stewards  
Access to Conference areas, 28  
Allowed Time, 39  
Core Stewards, 24  
Duties of the Chief Steward, 27  
Maintaining certifications, 27  
Necessary records and papers, 29  
Shall represent the Union &  
Employees, 26  
Surveys And Polls, 50  
Swing And Graveyard Shift  
Assignment To, 35

Temporary Restricted-Work, 42  
Time to be interviewed, 29  
Time to Confer, 18  
traffic infractions, Non-moving, 18  
Training  
Arbitrary Assignment of, 69  
Employees May Grieve, 69  
For New Job Ratings, 68  
Higher Level Development, 69  
Individual Development Plans, 68  
Mandatory, 69  
Maximum Feasible Number Of  
Opportunities, 68  
On-the-clock time, 69  
Retirement, 69  
Special Tour of Duty, 69  
Transit Busses, 76  
Transit Subsidy, 18

## Travel

Assignments, 80

Government Quarters, 81  
Non-workings, 81  
Standard Travel Order, 80  
Temporary Additional Duty Travel, 80  
  
Travel Expenses, 80  
TRAVEL, 80

## Union

Adverse or Disciplinary Actions, 20  
Business Or Training, 47  
Dues, 83  
Dues, Amount Of, 84  
Form 1188, 84  
  
Grievances, 63  
Membership Requirements, 18  
Payroll Deduction, 83  
Representation, 17  
Right to join and assist, 17  
Rights and responsibilities, 20

Vanpools, 76  
Vehicle damage, 18

Wage Surveys, 39  
Who Is Represented, 15  
Witnesseth, 14  
Work-Hours, Unusual Circumstances,  
34  
Working Alone, 72



## **Emergency Telephone Numbers**

Fire	Keyport	6-2244
	SUBASE Bangor	5-4064
Police/Main Gate	Keyport	6-2774
	SUBASE Bangor	5-4064
Branch Medical Clinic		5-4379
	SUBASE Bangor	5-4064
Ambulance	Keyport	6-2244
	SUBASE Bangor	5-4064

**In cases of true emergencies call:**

**911**

**Cell phone**

**396-4444**