



Naval Undersea Warfare Center, Division Keyport  
NUWC Keyport

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# NUWC/BMTC

## Negotiated Agreement

### 2008

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



**Agreement**

**between**

**Naval Undersea Warfare**

**Center Division Keyport**

**Keyport, Washington**

**and**

**Bremerton**

**Metal Trades Council**

**27 August 2008**

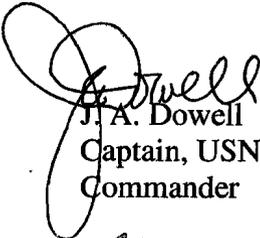
# NUWC Division Keyport/BMTC Negotiated Agreement

27 August 2008

In witness hereto, the parties have executed this agreement on 27 August 2008.

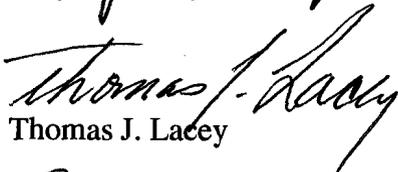


For Management:

  
J. A. Dowell  
Captain, USN  
Commander

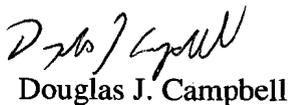
  
Alan Kent

  
Troy D. Kelley

  
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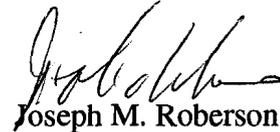
  
Cathy Stedman

  
Michele C. Knauss

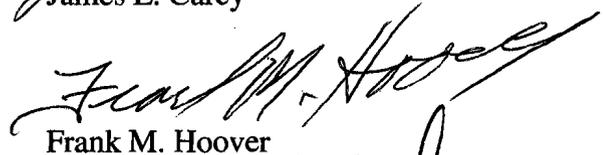
  
Douglas J. Campbell

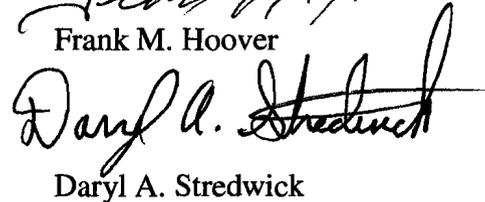
For Union:

  
Rick D. Williams  
President, Bremerton  
Metal Trades Council

  
Joseph M. Roberson

  
James L. Carey

  
Frank M. Hoover

  
Daryl A. Stredwick



DEPARTMENT OF DEFENSE  
CIVILIAN PERSONNEL MANAGEMENT SERVICE  
1400 KEY BOULEVARD  
ARLINGTON, VA 22209-5144

SEP 18 2008

MEMORANDUM FOR COMMANDER, NAVAL UNDERSEA  
WARFARE CENTER KEYPORT  
DIVISION, KEYPORT, WA (ATTN: J.A. DOWELL,  
CAPTAIN, USN),  
610 DOWELL STREET, BUILDING 1003T  
KEYPORT, WASHINGTON, 98345-7610

SUBJECT: Agreement between the Naval Undersea Warfare Center, Keyport Division, Keyport, Washington, and the Bremerton Metal Trades Council (LAIRS No. 075460)

The subject agreement was initially executed January 15, 2008, and was reviewed pursuant to 5 U.S.C. § 7114(c). By memorandum dated February 14, 2008, the parties were informed although it was understood that they negotiated in good faith to reach an agreement, there were several provisions in the agreement that did not conform to law, rule or regulation. Subsequently, the parties submitted the renegotiated provisions to this office via electronic mail August 28, 2008, with an execution page dated August 27, 2008, for review. The agreement is hereby approved.

This action is taken under the 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 SEP 18 2008.

A copy of the approved agreement should be forwarded as follows:

- a. Defense Civilian Personnel Management Service (DCPMS), Field Advisory Services, Labor and Employee Relations Division, 1400 Key Boulevard, Suite 200-B, Arlington, Virginia, 22209-5144. Email one copy to [labor.relations@cpms.osd.mil](mailto:labor.relations@cpms.osd.mil) and one copy of the completed OPM Form 913-B (enclosed).
- b. Department of the Navy, OCHR, Code 012, 614 Sicard Street, Washington Navy Yard, DC, 20374-5727, Attn: Seth Shulman – one copy.

Please keep in mind that any amendments or supplements that you add to your agreement are subject to review and approval by this office in the same manner as we have reviewed and approved this agreement. If you reopen the agreement during its term in order to change any articles or add new articles, please send those changes to us as soon as they have been agreed to so we may review them in accordance with DoD 1400.25-M, Subchapter 711.6.3 and 5 U.S.C. § 7114(c).

If there are any questions concerning this matter, you may contact Ms. Michele Gonsalves on DSN 426-6301, extension 427, or commercial 703/696-1263.

A copy of this memorandum was served on the labor organization, which is a party to this agreement, by certified mail on ~~SEP 18 2008~~



Darryl Roberts  
Deputy Director  
Labor and Employee Relations Division

cc:

Mr. Rick D. Williams, President  
Bremerton Metal Trades Council  
PO Box 448  
Bremerton, WA 98337

Mr. Doug Campbell  
Supervisory Human Resources Advisor  
Naval Undersea Warfare Center  
610 Dowell Street  
Keyport, WA 98345-7610

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# PREAMBLE

This agreement is made by and between the Naval Undersea Warfare Center Division, Keyport, (NUWC Keyport), Washington, hereinafter referred to as the "Management" and the Bremerton Metal Trades Council, hereinafter referred to as the "Union."

## ***Our Vision***

- ☞ Quality for our Customers
- ☞ Improvement for our Future

At NUWC, Keyport, quality and improvement are achieved through our outstanding people who are:

- ☞ Proud of our Heritage
- ☞ Focused on our Mission
- ☞ Dedicated to our Principles
- ☞ The pathway to continued Success and Personal Leadership

## ***Customer Satisfaction***

- ☞ We have internal and external customers
- ☞ Their expectations deserve our attention
- ☞ Their satisfaction is our top priority

## ***Measurement of Performance***

- ☞ We must identify and measure our key process points
- ☞ We will determine our performance on objective data
- ☞ We will use measured data to direct our attention toward opportunities for improvement of Processes
- ☞ We must constantly find ways to improve what we do and how we do it
- ☞ We will make improvement decisions based on facts and knowledge
- ☞ We will measure and understand the effects of our decisions

## ***People Make The Difference***

- ☞ Everyone is a team member and must contribute
- ☞ We constantly expand personal skills for increased flexibility and excellence
- ☞ We will empower employees and teams with the authority to take action for improvement
- ☞ We will reward excellence

## ***Communications and Teamwork***

- ☞ We will talk about how we're doing
- ☞ We will share our vision and our ideas
- ☞ We will listen to each other and our customers
- ☞ We will function as a team

## ***Determined in Our Commitment***

NUWC Keyport is accountable for the quality of products and services we deliver. This means:

- ☞ We represent our products and services as a Center
- ☞ We work as a team, as a whole, not as unconnected parts (i.e., not just as individual departments or programs)
- ☞ We listen to our customers
- ☞ We are responsive in resolving or coordinating issues
- ☞ We don't point fingers . . . internally or externally
- ☞ We find solutions for our customers
- ☞ We accept responsibility for TOTAL product quality
- ☞ If it's government furnished equipment or contractor furnished equipment, it's still our responsibility
- ☞ We document any known deficiencies with the delivered product or service
- ☞ We immediately follow-up and correct any problem areas
- ☞ We analyze the process so as to prevent future occurrences
- ☞ We keep the customer informed
- ☞ Expectations, as we understand them (schedules, cost, quality, and other issues), are continually assessed and communicated

## ***Six Management Actions***

In performing their functions, duties and responsibilities, managers, at all levels, will endeavor to enact the following Six Management Actions in their daily work and interactions with employees:

- ☞ Use positive reinforcement
- ☞ Ask what questions, problems, and concerns people have, and ask how you can help
- ☞ Ask for input before making decisions
- ☞ Provide information and feedback in a timely manner
- ☞ Don't over-manage or under-manage
- ☞ Treat people with respect

## ***Six Employee Actions***

In performing their functions, duties and responsibilities, employees are encouraged to apply the following Six Employee Actions as part of their daily work and interaction with managers:

- ☞ Maintain a positive attitude
- ☞ Ask questions, identify problems and concerns, and ask how you can help
- ☞ Offer your input
- ☞ Provide information and feedback in a timely manner
- ☞ Accept responsibility and show initiative
- ☞ Treat people with respect

## **Allies in Realizing our Ambition**

## 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 herein  
3 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 b. Contributes to the effective conduct of public business, and

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

16 2) the public interest demands the highest standards of employee performance and  
17 implementation of modern and progressive work practices to facilitate and improve  
18 employee performance and the efficient accomplishment of the operations of the  
19 Government, and  
20

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

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

# **ARTICLE ONE**

## ***RECOGNITION AND COVERAGE OF AGREEMENT***

1   **Section 101 Representation**

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

4  
5   **Section 102 Who Is Represented**

6   The unit to which this Agreement is applicable is composed of all non-supervisory  
7   trades and labor employees and all nonprofessional General Schedule employees  
8   (excluding employees engaged in Federal personnel work in other than a purely clerical  
9   capacity, management officials, professional employees, firefighters, supervisors, and  
10   confidential employees as defined in the Statute) including probationary employees,  
11   temporary employees and employees with intermittent work schedules at Keyport,  
12   Bangor and Hawthorne sites.

13  
14   **Section 103 Provisions Of This Agreement**

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

18  
19   **Section 104 Responsibility**

20   It is the responsibility of supervisors and Union representatives to keep themselves  
21   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 Union  
4 imposed by the Statute. Included in these rights in accordance with applicable laws and  
5 regulations is the right to determine the mission, budget, organization, numbers of  
6 employees and internal security practices of the organization and to hire, assign, direct,  
7 layoff and retain employees or to suspend, remove, reduce in grade or pay or to take other  
8 disciplinary action against such employees, to assign work, to make determinations with  
9 respect to contracting out and to determine the personnel by which activity operations shall  
10 be conducted. With respect to filling positions, Management has the right to make  
11 selections for appointments from among properly ranked and certified candidates for  
12 promotion or any other appropriate source. It is Management's right to take whatever  
13 actions may be necessary to carry out the agency mission during emergencies.  
14 Management will advise the Union Conference Committee Chair of the nature of any such  
15 emergency.

16  
17 **Section 202 Reasonable Rules And Regulations**

18 The right to make reasonable rules and regulations is an acknowledged function of  
19 Management. In making rules and regulations relating to personnel policies,  
20 procedures, practices and matters of working conditions, Management will consider the  
21 rights of the Union and the employees under the provisions of this Agreement and the  
22 Statute and may bargain over appropriate arrangements for employees adversely  
23 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 form,  
4    join and assist the Union and any other labor organization or to refrain from any such  
5    activity. Except as expressly provided hereinafter and in the Statute the freedom of such  
6    employees to assist any labor organization shall be recognized as extending to the  
7    participation in the management of the Union and the labor organizations and acting for the  
8    organization in the capacity of a Union or an organization representative, including presenta-  
9    tion of its views to the officials of the Executive Branch, the Congress or other appropriate  
10    authority. Management shall take such action, consistent with law or with directives from  
11    higher authority, as may be required in order to assure that employees are apprised of the  
12    rights described in this Article, and that no interference, restraint, coercion or discrimination  
13    is practiced within this Center to encourage or discourage membership in any labor  
14    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 impact  
20    and implementation or appropriate arrangements bargaining requests by the employee and  
21    the Union, such employees will be expected to accept the physical conditions and to  
22    conform to the rules and regulations governing such matters as hours of work in effect at  
23    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 of  
27    appropriate officials of Management 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 employee  
31    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 supervisors or other  
36    representatives of Management in matters of grievances and appeals, such as Defense  
37    Office of Hearings and Appeals (DOHA), the Merit Systems Protection Board (MSPB)  
38    formal disciplinary action and arbitration only as specifically called for in this Agreement and  
39    in the Statute. In contact with Management, where potential disciplinary action or  
40    grievances may arise, the employee may have Union representation present when  
41    requested. Employees serving as witnesses before Federal and judicatory bodies, such as

42 the MSPB, will be informed of and have the right to the presence of Union representation  
43 as set forth in 5 C.F.R. section 1201.32. Additionally, the Union shall be given the  
44 opportunity to be represented at any examination of an employee in the unit by a  
45 representative of the agency in connection with an investigation if the employee reasonably  
46 believes that the examination may result in disciplinary action against the employee and the  
47 employee requests representation. Management will inform employees quarterly of this  
48 right. Management should inform the employee of the right to Union representation prior to  
49 such examinations.

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 a  
58 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 Personnel Files**

62 Employees shall have the right to request copies of items from their medical or personnel  
63 files and such copies will be provided free of charge not to exceed one copy of each docu-  
64 ment a year.

65

### 66 **Section 308 Electronically Controlled Access**

67 Employees with electronically controlled access may request that their hours of access be  
68 modified to permit early or late access to work areas. Such requests will be denied only for  
69 valid reasons related to safety and security requirements and pertinent safety and security  
70 directives.

71

### 72 **Section 309 Non-Moving Traffic Infractions**

73 Employees for whom on-base, non-moving traffic infractions have brought about the need  
74 to remove the passes from their vehicles will be permitted to retain such passes on their  
75 vehicles until they have exhausted their rights of appeal both to the traffic court and through  
76 the negotiated grievance procedure. Employees for whom pass removal has been deter-  
77 mined to be appropriate will be allowed to remove the pass themselves and present the  
78 remains to security within 2 working days of the imminent removal.

79

### 80 **Section 310 Vehicle Damage**

81 Within Managements' discretion and in accordance with applicable regulations,  
82 employees whose vehicles are damaged by government vehicles may be permitted a  
83 reasonable amount of allowed time and appropriate travel allowances in which to obtain  
84 estimates necessary to submit a claim against the Government for repairs.

85 Employees who desire to file a claim for property damage may contact NUWC Division  
86 Keyport Office of Counsel, to obtain information regarding where the claim can be filed.

87

88 **Section 311 Transit Subsidy**

89 Employees will be informed of their eligibility to receive the DOD wide Transit Subsidy. The  
90 entitlement will be determined on an individual case by case basis in accordance with  
91 applicable regulations.

92

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

22 **Section 402 Notified Of Adverse Or Disciplinary Actions**

23 The Union shall promptly be notified by Management of any written grievances received  
24 from adverse or disciplinary actions taken against employees of the unit in accordance with  
25 the provisions of this Agreement. At adverse action hearings held by the Merit Systems  
26 Protection Board a Union representative, if a NUWC Keyport employee, and a technical  
27 advisor may be present in a pay status, as well as necessary appellants and witnesses and  
28 the witnesses' Union representative under Section 304. When an adverse action hearing  
29 (either MSPB or arbitration) is held onboard this Center, the Conference Committee Chair,  
30 the Chief Steward and the steward involved may also be present in a pay status, if not  
31 already in a pay status as a result of serving as the appellant's representative or technical  
32 advisor.

33

34 **Section 403 New Employee Orientation**

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

38

39 **Section 404 Alphabetical And Organizational Listing**

40 On request, Management agrees to provide the Union with an alphabetical and  
41 organizational listing which will correspond with existing computer printouts.

42

43 **Section 405 Records Of Meetings**

44 Management or Union (as mutually agreed) will keep records of meetings between  
45 Management officials and the Union at which major policy decisions are discussed or made  
46 (i.e., regarding those items which may be the subject of Center Instructions or Notices).  
47 Minutes of meetings between Management officials and the Union will not be kept by Man-  
48 agement when the subjects discussed are of a routine nature such as workload, application  
49 of general policies, etc., nor will minutes of regularly scheduled shop meetings or  
50 conferences be kept except in extraordinary circumstances. Minutes of the meeting  
51 between the Partnership Council and Commander will be kept and posted in a reasonable  
52 time on all official bulletin boards and web pages. Minutes taken by recording party as re-  
53 quired by this Section will be provided to both parties for review prior to final preparation.

54

55 **Section 406 Photo Service**

56 Management agrees to provide photo service upon request of the Conference Committee  
57 Chair 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 by  
3 Management and the Union that nothing in this Agreement shall be so interpreted as to  
4 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 policies and regulations in existence at the time of the Agreement's approval and by  
7 subsequently published Department of Navy policies and regulations required by law or by  
8 the 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 on-line subscription to CyberFEDS on  
13 the Web database.

14  
15 **Section 503 Directives**

16 Management further agrees to advise the Union of any directive which affects any of the  
17 terms and conditions of this Agreement and which alters its discretionary authority with  
18 regard to any item within this Agreement.

19  
20 **Section 504 Midterm Bargaining**

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

24  
25 **Section 505 Agreement Invalidity**

26 Should any Federal law or court hold any provisions of this agreement invalid, it shall  
27 immediately be deemed inapplicable, but other provisions of the contract will remain in  
28 force. Further, the parties shall meet promptly to negotiate appropriate amendments to  
29 such affected provision or provisions.

30  
31 **Section 506 Union Bargaining Rights**

32 The parties agree that no waiver of statutory Union bargaining rights, either expressed or  
33 implied, will be invoked for the purpose of avoiding collective bargaining on any matter  
34 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 the employer, 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 practices. Prior to implementing changes in matters appropriate for negotiations, the Employer 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, only to the Conference Chairperson or, in the Chair's absence, 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, the Employer 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 Stewards And Appropriate Management Officials**

There will be a meeting scheduled at least once a month between stewards and appropriate Management officials to advise them of current and predicted workload information, consistent with security and other legal requirements. Matters of mutual concern such as safety, tooling, employee problems, etc., will also be discussed at this time.

40 **Section 605 Partnership Council**

41 It is agreed that both parties will continue support of and participation in a Partnership  
42 Council. In accordance with the established charter and Partnership Agreement between  
43 Management and the Union, both parties will ever strive to improve methods and  
44 effectiveness of communications, incorporate more effective and efficient processes for  
45 dispute resolution, find ways of improving Union-Management business efficiency, and  
46 employ the principles of interest-based bargaining for all matters requiring negotiation.  
47 Decisions and actions of the Partnership Council will not void or modify any portion of this  
48 Agreement without being negotiated within the prescribed requirements herein.

# **ARTICLE SEVEN**

## ***UNION REPRESENTATION***

1 **Section 701 Partnership Council**

2 The Partnership Council is empowered to act on behalf of the Command to address and  
3 attempt to resolve labor-management-relations issues. The Partnership Council will meet  
4 once a month to discuss on-going matters of mutual concern, issues and solutions and will  
5 at least consist of the Command Management Designee, the BMTC Chairperson, the  
6 BMTC Chief Steward, and a representative of HRO. The Command Management Designee  
7 will chair the Council. The Partnership Council will meet every 6 months with the  
8 Commander and/or the Executive Director to report on labor-management-relations issues.  
9 Either party may invite representatives to any of these meetings. Union and Management  
10 will give each other notice of any invited guests and agenda items at least three (3) working  
11 days prior to the scheduled meeting. Detailed meeting minutes will be taken, identifying  
12 actions and estimated completion dates, and will be widely disseminated.  
13

14 **Section 702 Partnership Council Agenda**

15 Prior to meeting with the Commander and/or Executive Director, as set forth in Section 701,  
16 an agenda will be prepared. Each party will normally submit agenda items to the other party  
17 by the Monday of the week before the scheduled meeting, but no later than the following  
18 Friday when circumstances so dictate. HRO will be responsible for distribution of the final  
19 agenda items. Except in unusual circumstances, discussion will be limited to agenda items.  
20

21 **Section 703 Stewards At Large**

22 BMTC Stewards are listed as Stewards at large and do not specifically serve zones. The  
23 Union will maintain a listing of 6 Core Stewards and 4 alternate Stewards. The Chief  
24 Steward or Conference Chairperson will assign the core Stewards to each case that arises.  
25 The Union will make every attempt to distribute the Stewards as fairly across the  
26 Organization as possible and maintain an equitable balance within the Core to cover both  
27 GS and WG employees. The Union agrees that every effort will be made to have the  
28 designated steward or alternate attend meetings with Management. Union and  
29 Management agree to negotiate the number of Core Stewards to reflect the number of unit  
30 personnel on Station.  
31

32 **Section 704 Stewards Shall Represent The Union**

33 Subject to the exceptions in Sections 703 and 2004, the stewards shall represent the Union  
34 and the employees in meeting with officials of Management to discuss appropriate matters  
35 of mutual interest. If an employee is moved to another area, the employee may have the  
36 assistance of the steward assigned when the grievance occurred, or the steward in the  
37 area in which the employee is presently working. The stewards may receive and investigate  
38 to conclusion, complaints or grievances of employees, including themselves, on allowed  
39 time and thereafter advise employees of rights and procedures outlined in this Agreement  
40 and applicable regulations or directives for resolving the grievances or complaints without a  
41 grievance being made by an individual employee. In the investigation of a grievance or  
42 complaint, the employee and/or steward will in accordance with the grievance time frames

43 set forth in this agreement, contact the Management official involved in order to identify, in  
 44 general terms, the nature of the problem. Grievances and complaints will not be solicited by  
 45 the Union unless a contract violation is suspected. Solicitation of memberships and  
 46 activities concerned with the internal management of labor organizations such as the  
 47 collection of dues, membership meetings, campaigning for officers, conducting of elections  
 48 and distribution of literature or authorization cards will not be conducted during working  
 49 hours. However, these Union activities as well as other Union-related activities are  
 50 permissible during formal break periods, subject to Management's right to assign work.  
 51 Assigned Stewards will normally handle labor-management relations matters at the work  
 52 area, branch or division, while the Chair of the Conference Committee or the Chief Steward  
 53 will normally handle contacts with officials of Management above the division level.  
 54

55 **Section 705 Allowed Time**

56 The Conference Chairperson, stewards or alternate stewards and employees are  
 57 authorized to use allowed time for the following categories of labor-relations-associated  
 58 work: (job order codes for cost accounting purposes.)  
 59

60 Job Order Codes

CATEGORY	STEWARDS
Steward Processing Of Grievance	US
Employee Consulting With Steward	UE
Steward Training Authorized By Management	UT
Formal Discussions/ Meetings With Management	UM
Discussion With Management Personnel As Provided For In the Negotiated Agreement	UL
Contract Negotiations	UA
Third Party Representation	UP

61  
 62 Additional job order codes may be assigned by Management when a further breakdown is  
 63 required. The Union will guard against the use of excessive time in the handling of such  
 64 matters. Management acknowledges the need for official time for the Union to discharge its  
 65 representational duties and agrees to one full-time Chairperson and one full-time Chief  
 66 Steward (100%). If Management believes an individual is abusing the allowed time privi-  
 67 lege, Management will discuss the matter with the Union.  
 68

69 **Section 706 Seek Permission**

70 Except during formal break periods, stewards and Conference Committee members, prior  
 71 to leaving their work areas, will seek permission from their supervisors, or designated  
 72 representative, if available. Contact between employees and representatives of the Union  
 73 will normally take place in the immediate vicinity of the employee's assigned work area.  
 74 Management will consider such requests for meetings. .Prior to entering another  
 75 supervisor's work area, the steward will contact the supervisor or designated Management  
 76 representative, if available to advise the supervisor the steward is investigating a labor-  
 77 management problem and identify the employee to be contacted. Union representatives  
 78 other than Center employees will follow like procedures.

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**Section 707 Chief Steward**

The Chief Steward will perform the following duties:

Assign stewards and provide the listing of stewards to the Conference Chairperson.

Make individual case assessment and assign the appropriate steward to the case.

Provide technical guidance and assistance to stewards in handling grievances and actively participate in hearings at the department head level to arbitration.

Conduct research and investigations of alleged adverse workplace environments and mediate resolve as applicable, or as directed by the Conference Chair or as requested by Management.

Provide technical guidance and assistance to Management representatives on Labor related issues as requested by the Conference Committee Chair or as requested by Management.

Conduct research of labor-related laws and regulations, including the maintaining of familiarity with changes to applicable Government regulations, or as requested by the Conference Chair.

Assume the duties of the Conference Chair in the Chair's absence.

**Section 708 Required Certifications**

The Chief Steward and Conference Chairperson may maintain all required certifications of their positions with their parent division if possible, being available for support as feasible. Management acknowledges that the nature of the representative's duties may demand the majority of the Chief Stewards' and Conference Chair's daily time. Management and Union Officials agree that representatives will have a reasonable amount of time to conduct the business of Sections 701 through 716. The Conference Chairperson will not be a Chief Steward, Core Steward, or alternate.

**Section 709 Group Assignments Of 15 Or More**

When group assignments of 15 or more unit employees are made involving temporary additional duty, a listing will be given to the Union upon request, to name a steward to represent them. However, this does not preclude the naming of a representative when a lesser number is involved in special instances when agreed upon by the Union and Management. Such stewards may conduct business under this Agreement with Management's representative on the trip

**Section 710 Personnel And Vehicle Passes**

Management agrees to provide the local Union officials with 3-year permanent-visitor personnel passes and 3-year vehicle passes. Non-local Union officials will be authorized entrance to this Center on an individual, as required, basis when requested by local Union

125 officials and approved by Management in accordance with Center regulations for issuing  
126 temporary personnel and vehicle passes.

127

### 128 **Section 711 Changes In Assigned Shift Or Work Area**

129 Changes in assigned shift or work area which may impact a Union steward or official's  
130 ability to perform union duties, will be discussed with the Union prior to such changes taking  
131 place. Management will consider requests from the Union to avoid specific actions when it  
132 is shown that such actions will negatively impact upon their duties as Union  
133 representatives. Management agrees upon request of the Union to consider the work-area  
134 reassignment of personnel to accommodate assignment of stewards. Such reassignments  
135 must be consistent with workload and occupational skills.

136

### 137 **Section 712 Necessary Records And Papers**

138 Management agrees that space within the installation, when it can be made available by  
139 the area supervisor, may be used by the stewards to keep necessary records and papers  
140 for the purpose of representing employees.

141

### 142 **Section 713 Conference Area**

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

146

### 147 **Section 714 Time To Be Interviewed**

148 Employees will be allowed a reasonable amount of time to be interviewed by the Union  
149 as witness in arbitration, appeal cases, and in Union investigations pertaining to work  
150 place environment issues.

151

### 152 **Section 715 Print And Distribute Copies Of This Agreement**

153 The Management agrees to print and distribute copies of this Agreement to all unit  
154 employees. A copy of this Agreement shall be given to each newly hired employee as  
155 part of the employee's orientation.

156

### 157 **Section 716 Newly Hired Unit Employees**

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

# **ARTICLE EIGHT**

## **WORK SCHEDULES**

1 **Section 801 Administrative Workweek**

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

- 7  
8 1. Work not available to be accomplished Monday through Friday;  
9 2. Routine service-type functions such as outlined in applicable directives;  
10 3. Unforeseen or unscheduled work of a minor nature.

11  
12 **Section 802 Family-Friendly Work Arrangements**

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

17 **Section 803 Purpose Of Alternate Work Schedule**

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

25 **Section 804 Compressed Work Schedule Expectation**

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

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

35 NUWC 5-4/9 Compressed Work Schedule (CWS): an employee works 9 hrs for 8 days, 8  
36 hours on 1 day, and normally has one scheduled Friday off during each pay period. Regular  
37 beginning and ending times for each workday will be set at the time an employee begins  
38 the CWS program. Employee's request for other than a Friday off will be considered as per  
39 803 and 804.  
40

41 **Section 806 Special Work Schedule**

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

47 **Section 807 Day Off May Be Changed**

48 In the CWS program, once hours have been selected, the employee's compressed work  
49 schedule day off or 8-hour day may be changed, on a "for this pay period only" basis, either  
50 by mutual agreement between the employee and Management, or at the direction of  
51 Management when the workload so dictates. Any such change to normal work hours must  
52 be reflected by a revised timecard submitted to Payroll by Management.  
53

54 **Section 808 Alternate Work Schedule Policy**

55 1. The AWS is offered on a voluntary basis to full-time career and temporary  
56 employees of NUWC Keyport as set forth above. Work schedules for employees not  
57 approved for the AWS will be established per current Negotiated Agreements or  
58 NUWC timekeeping procedures as applicable. It is understood that when changing  
59 work groups, employees' Alternate Work Schedules may have to be changed to  
60 complement the schedules of co-workers and accomplish the mission of the affected  
61 work units.

62 2. Some projects or assignments may require that employees work a schedule other  
63 than their normal assigned schedules for the duration of that project or assignment.

64 3. Supervisors shall continually evaluate all positions for impact on efficient mission or  
65 function accomplishment.

66 4. Management will advise the Union of any reason for not wanting specific work units  
67 or positions included in the program. In any and all cases where Management  
68 contends:

69 a. that an alternate work schedule is not practical for a specific work unit or  
70 position;

71 b. that pertinent laws or regulations, such as those governing the hours of work  
72 in ordinance magazines, require a change in AWS hours of work, hours per  
73 day or days off;

74 c. that there are other circumstances where any general change of CWS hours  
75 of work, starting and stopping times or other AWS related change affecting  
76 work groups in general is necessary; such issues will be resolved in  
77 accordance with the provisions of the Negotiated Agreement and the Federal  
78 Labor Relations Statute

79 5. Employees and supervisors should work together to develop mission-sensitive,  
80 customer-focused work schedules. When they are unable to agree, supervisors are

81 encouraged to obtain input from a third party who is not a part of the work unit.

82 6. Basic workweeks that do not coincide with the calendar week will, for the purposes of  
83 this Alternate Work Schedule program, be treated in the same manner as those that do  
84 coincide with the calendar week with corresponding non-workdays, for the purpose of  
85 administration of this AWS program, considered as if a Saturday/Sunday and the first  
86 and last workweek days as if Monday/Friday.

87

## 88 **Section 809 AWS Procedures**

89 1. In establishing an employee's work hours, primary consideration is given to efficient  
90 mission or function accomplishment , as well as other considerations set forth in  
91 applicable regulations. Management may also consider safety,  
92 technical/supervisory coverage, family-friendly policies and employee morale when  
93 establishing work hours and Alternate Work Schedules..

94 2. Participating employees will have their regular work hours and the designation of  
95 shifts entered in the automated timekeeping system. Thereafter, the employee or a  
96 supervisor will enter timekeeping data as appropriate to reflect work hours for that  
97 employee. To facilitate the payroll function, the supervisors must submit to Payroll,  
98 at least 1 week in advance of the scheduled pay period, a schedule for the  
99 participating employee.

100 3. In order to prevent disruptions to routine Command functioning, changes must be kept  
101 to a minimum. An employee desiring to permanently discontinue participation in the  
102 AWS program should submit a written request to his or her immediate supervisor. The  
103 request should specify the desired change and include the desired effective date and  
104 the reason for the change. The supervisor will then consider the merits of any change  
105 requests. Approved changes will be forwarded to Payroll by Management.

106

## 107 **Section 810 Alternate Work Schedule TDY Situations**

108 1. Management is responsible for anticipating fluctuations in an employee's work  
109 schedule to provide for 80 hours of work in each pay period. Therefore, except as  
110 set forth below, an employee will change to the basic workweek for the entire pay  
111 period(s) during which TDY is projected.

112 2. In those rare instances where there is insufficient time for the employee to change  
113 the basic workweek at the beginning of the pay period, Management shall determine  
114 necessary adjustments using the following guidelines:

115 a. If possible, hours should be adjusted to allow the employee to work a total of  
116 80 hours in a pay period.

117 b. If it is not possible for the employee to work a total of 80 hours in any single  
118 pay period, Management may excuse up to 4 hours during a pay period.

119 c. If the opposite situation occurs and the employee will work more than 80  
120 hours during the pay period, the affected employee will be compensated for

121 all hours worked in excess of what would otherwise be normal working hours  
122 to the extent allowable by law.

123 3. In limited TDY situations of 1 week or less, Management has the option of allowing  
124 employees to remain on the alternate work schedule or changing the employee to the  
125 standard workweek for that pay period. To allow an employee to remain on AWS, both  
126 the availability of work and workspace must be considered.  
127

### 128 **Section 811 CWS & Training Situations**

129 1. An alternate work schedule does not normally apply to individuals attending schools,  
130 training courses, conferences, etc., where the basic workweek schedule is used. For  
131 those pay periods involving training of this nature, the employee will normally work  
132 five 8 hour days. However, if an employee is attending training within the NUWC  
133 complex, or is commuting on a daily basis to training, it may be possible to remain  
134 on a compressed work schedule, (dependent upon availability of work and  
135 workspace).

136 2. As in the case of a TDY situation where there is insufficient time to change the basic  
137 workweek prior to the beginning of a pay period, supervisors should make adjustments,  
138 as appropriate, to the timekeeping system.  
139

### 140 **Section 812 Compressed Work Schedule: & Annual and Sick Leave**

141 Annual and Sick Leave: Time off must be charged to the appropriate leave category unless  
142 the employee is on an excused absence. Leave will be charged according to the number of  
143 hours that would normally have been worked. For example, if employees took annual or  
144 sick leave on a day they would normally have worked 9 hours, they would be charged 9  
145 hours of leave respectively.  
146

### 147 **Section 813 CWS & Holiday Pay**

148 Holiday/Holiday Pay: Any holiday falling on a scheduled workday will be recorded as the  
149 hours that would have been regularly scheduled for that day. When a holiday falls on a  
150 scheduled day off, the scheduled day off will remain the same and employees will be  
151 granted an "in lieu of" holiday as follows: When the holiday falls on the employee's first or  
152 second non-workday, the preceding workday shall be designated as the "in lieu of" holiday,  
153 and when the holiday falls on the third non-workday, the next workday shall be designated  
154 as the "in lieu of" holiday. When an employee performs work on a holiday within his or her  
155 regularly scheduled hours of duty, he or she is entitled to basic pay plus premium pay  
156 (equal to basic pay), for that holiday work. Work on a holiday outside the employee's daily  
157 scheduled hours is overtime work.  
158

### 159 **Section 814 CWS & Overtime**

160 Overtime Pay: Overtime hours are hours worked which are in excess of the basic daily  
161 work requirement and in excess of 80 hours a pay period. The employee is entitled to  
162 overtime pay or compensatory time for overtime worked per applicable provisions of the  
163 law.  
164

165 **Section 815 CWS & Deviation From The Workweek Or Hours**

166 Any deviation from the workweek or hours of work set forth in Section 801 above shall  
167 be made in accordance with applicable laws and government-wide regulations and the  
168 provisions for Alternate Work Schedules as set forth below:

- 169
- 170 1. The range of hours during which an employee may be authorized to work is the  
171 employee's tour of duty. All employees are expected to be at work or in an approved  
172 leave status during their work schedule.
  
  - 173 2. Alternate Work Schedules may be utilized if requested by the employee and  
174 approved by Management. Management will consider requests from employees to  
175 effect changes in their shift hours and these requests may be granted by the  
176 appropriate supervisor. Management will also consider short-term changes of shifts  
177 to accommodate special needs or desires expressed by employees subject to the  
178 same considerations. Management may make minor changes in shift hours to  
179 accommodate individuals.
  
  - 180 3. Employees who submit a request for an AWS in writing will receive a written  
181 response if requested. If the request for an AWS is denied, the supervisor will  
182 provide to the employee specific and explicit reasons for declining approval of such  
183 requests.
  
  - 184 4. The employee will normally remain on that shift for 60 days before the employee can  
185 request a change to another shift. An employee may request to change his/her shift  
186 after 60 days. This must be accomplished by notifying his or her supervisor in  
187 writing. Management shall notify the employee of the approval or denial of the  
188 request prior to the requested start date.
  
  - 189 5. It is agreed that special circumstances surrounding operations associated with  
190 conventional ammunition on/off-loading dictate hours of work which are other than  
191 normal hours. These circumstances are related to traffic safety to and from this  
192 Center, the requirement for transportation between the parking area and the work  
193 station, and other physical limitations of waterfront facilities. In recognition of these  
194 special considerations, there will be two distinct hours of work established for those  
195 employees directly engaged in waterfront operations and those employees in  
196 positions supporting waterfront operations.
  
  - 197 6. It is further agreed that work in support of contractors, based or working on this  
198 Center which Management does not schedule, may require special hours. When  
199 judged necessary for mission accomplishment, these hours may be adjusted to  
200 conform to those hours established by the contractor. Every attempt will be made to  
201 have contractors conform to Management's work schedule and recognized federal  
202 holidays.
  
  - 203 7. Variations in work schedules for service-type functions (i.e., utilities) will be fixed  
204 according to the need for such services in accordance with regulation.
  
  - 205 8. Transportation functions in support of the ranges may require special work hours

206 and basic workweek. When compelling reasons require a change in these hours,  
207 Management will consult with the Union in accordance with this Agreement.

208  
209 **Section 816 Changing The Days Of Basic Workweek Or Shift Hours**  
210 When changing the days of an employee's basic workweek or shift hours without employee  
211 concurrence, Management will normally give notice to the employee and union at least 7  
212 calendar days before the first administrative workweek affected by the change. The days of  
213 an employee's basic workweek shall not be changed for any period of less than 1 full week  
214 except under the special circumstances described above and in applicable regulations. It is  
215 recognized that certain working conditions do not permit the full notice period. The number  
216 of employees assigned to a workweek other than Monday through Friday will be the  
217 minimum necessary to perform the functions. Non-work days of employees will be  
218 consecutive.

219  
220 **Section 817 Lunch**  
221 Normally, employees will be granted 30 minutes for lunch. Exceptions are as follows:

- 222 1. In the event Management requires employees to work through their regular lunch  
223 period, these employees will be given time to eat at a time agreed upon by the  
224 employees and their supervisors.
- 225 2. If as a result of unforeseen circumstances the employee is required to eat lunch on  
226 the job and food is not available at the job site, the supervisor, if possible, will see  
227 that appropriate arrangements are made for the employee to obtain food at the  
228 employee's expense.
- 229 3. In the event Management requires an employee to forego the lunch period and the  
230 employee works all of the work-shift, including the lunch period, all time worked in  
231 excess of the normally scheduled hours in the workday will be considered overtime.
- 232 4. Under special circumstances, Management may allow employees to forego their lunch  
233 break thereby shortening their work-shift by the time normally allotted for lunch.  
234

235 **Section 818 Work-Hours, Unusual Circumstances**  
236 Where workload cannot be scheduled during normal work-hours, employees may volunteer  
237 to shift their hours of work to accommodate the workload.  
238

239 **Section 819 Assignment To Swing And Graveyard Shifts**  
240 Management agrees that assignment of employees to the swing and graveyard shifts will  
241 be made in accordance with Management's analysis of the work requirements and the  
242 qualifications of all persons available. Consideration will be given to *volunteers and to*  
243 *employees adversely impacted* by such assignments.  
244

245 **Section 820 Non-Clocking Privileges**

246 All employees will be extended non-clocking privileges except in situations involving  
247 overtime or compensatory time. Clocking may be required in situations where no supervisor  
248 will be working a back-shift, to provide attendance verification.

249

250 **Section 821 End Of Each Shift**

251 Time, as determined by Management, will be allowed prior to the end of each shift for  
252 protection of government property and equipment. Management will provide suitable  
253 facilities for protection and stowage.

254

255 **Section 822 Motor Vehicle Operator**

256 A Motor vehicle operator shall not be required to operate a motor vehicle for more than 10  
257 consecutive hours following 8 consecutive hours off duty subject to the exceptions in  
258 OPNAV instruction 5100.12.

259

260 **Section 823 Breaks**

261 Employees will be provided two breaks during their daily work-shift in which they may  
262 engage in activities of their choice including Union-related business, subject to  
263 Management's right to assign work, as long as official break time is not exceeded.  
264 Consideration will be given to the time it takes the employee to get from the work site to the  
265 break area. Each break will not normally exceed 10 minutes.

# ARTICLE NINE

## OVERTIME

### 1 **Section 901 Overtime Assignments**

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

### 19 **Section 902 Notice Of Scheduled Overtime**

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

### 30 **Section 903 Perform Irregular Or Occasional Work On An Overtime** 31 **Basis**

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

42 work later if the overtime work is scheduled to commence within 2 hours of the end of the  
43 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 may  
47 work overtime on that day or the following day. Employees in an approved leave status  
48 prior to overtime will not be denied their opportunity for weekend overtime assignments, if  
49 present during solicitation of the overtime or arranged in advance.

50

#### 51 **Section 905 Inspection Of Existing Overtime Records**

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

73

#### 74 **Section 907 Scheduling Of Representational Activities**

75 Management and the Union recognize that union representational activities should be  
76 scheduled during normal work hours.

77

#### 78 **Section 908 Overtime On CWS Days**

79 Whenever possible, overtime assignments may be performed on the employee's  
80 Compressed Work Schedule day off during the normal workweek which will be granted  
81 either as overtime or compensatory time as requested by the employee.

82

83 .

## **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 law:

- 8 1. New Year's Day
- 9 2. Birthday of Martin Luther King, Jr.
- 10 3. Washington's Birthday
- 11 4. Memorial Day
- 12 5. Independence Day
- 13 6. Labor Day
- 14 7. Columbus Day
- 15 8. Veterans Day
- 16 9. Thanksgiving Day
- 17 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 as  
4 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 Committee to  
9 make a presentation on behalf of the employees in the unit concerning wage survey  
10 coverage. Management will consider the Unions' suggestions on the selection of the  
11 bargaining unit employee to appear before the Wage Survey Committee. Such allowed time  
12 will be limited to 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 data  
17 collector. Other expenses will be paid in accordance with applicable regulations.

## **ARTICLE TWELVE**

### **SICK LEAVE**

1 **Section 1201 Accrued Sick Leave**

2 Accrued sick leave shall be granted employees when they are incapacitated for the  
3 performance of their duties by sickness, injury or pregnancy and confinement for medical,  
4 dental or optical examination or treatment and in accordance with circumstances described  
5 in applicable regulations.  
6

7 **Section 1202 Notify, Or Cause To Be Notified**

8 Unless physically incapacitated from so doing, an employee who is absent on account of  
9 illness will personally notify, or cause to be notified, on the first day of sick leave during the  
10 week unless otherwise arranged, the designated supervisor no later than 2 hours after the  
11 start of the employee's or supervisor's work shift, whichever is later. If an employee  
12 expects to be absent more than one day, the employee will advise the supervisor of the  
13 expected date of return. Where the employee so advises the supervisor, daily reports may  
14 not be necessary unless required by management. Employees assigned to service  
15 functions such as transportation and utilities will call or, cause to be notified, the supervisor  
16 within a reasonable time prior to the start of their assigned shift. Failure of employees to  
17 comply with these procedures will not by itself result in sick leave disapproval which will  
18 take place only when evidence of the employee's illness is insufficient under pertinent laws  
19 and regulations. If the supervisor or representative is not available, the caller will leave a  
20 telephone number where the employee can be reached in case it is necessary to discuss  
21 work in progress or the expected duration of the illness. The employee retains the  
22 responsibility for assuring that notification is made regardless of whether it is made  
23 personally. When an absence extends from one workweek to another, the employee must  
24 notify the supervisor, or the designated supervisor, on the first workday of each week until  
25 return to duty, unless under a doctor's care for an extended period. The fact that notification  
26 occurs does not automatically constitute sick leave approval. Request for sick leave for  
27 medical, dental or optical examination or treatment shall be submitted for approval prior to  
28 the beginning of the leave unless otherwise arranged with the supervisor. Supervisors may  
29 request additional information on which to make leave determinations. Failure to furnish the  
30 nature of the illness may not, by itself, serve as a basis for disapproval of the leave. Prior to  
31 taking disciplinary action, the supervisor will discuss the circumstances of the absence with  
32 the employee. The employee will be given an opportunity to consult with the Union  
33 representative.  
34

35 **Section 1203 Medical Certificates**

36 Medical certificates will not be required except where there is substantial evidence to  
37 believe the employee is abusing sick leave regulations. Prior to taking disciplinary action,  
38 the supervisor will discuss the circumstances of the absence with the employee. The  
39 employee will be given an opportunity to consult with the Union representative. Medical  
40 certificates, when required, will specify when the employee may return to duty. When a

41 supervisor suspects that an employee is abusing sick leave, the employee will be orally  
42 advised of the suspected abuse. The employee may request Union representation for the  
43 oral counseling. The fact that an oral counseling session has taken place will be  
44 documented with the signature of the supervisor and employee with a copy to the  
45 employee. At the conclusion of the oral counseling, the employee may be advised, in  
46 writing, of the requirement to submit a medical certificate signed by a physician, practitioner  
47 or designated medical representative for each subsequent absence for illness.  
48 Management shall accept the valid medical certificates that are signed or endorsed in any  
49 manner in which the physician deems appropriate. Medical certificates will not be required  
50 for holidays or days outside the employee's workweek. Employees who use sick leave for  
51 medical, dental or optical examinations will not be required to submit a medical certificate in  
52 the absence of evidence of past sick leave abuse.  
53

#### 54 **Section 1204 Sent Home By The Dispensary**

55 An employee sent home by the dispensary will be provided transportation by Management  
56 in those cases where the Medical Officer determines such transportation is necessary.  
57

#### 58 **Section 1205 Advance Sick Leave**

59 Management may advance sick leave in accordance with Applicable Regulations and  
60 Center Directives to career or career conditional employees who are incapacitated for duty  
61 because of serious illness or injury.  
62

- 63 1. The maximum advance will not exceed 240 hours;
- 64 2. There is reasonable evidence substantiated by a statement from the Medical Officer or  
65 practitioner or private physician that the employee will be capable of returning to work  
66 and fulfilling the scope of the employee's normal duties;
- 67 3. There are sufficient funds in the employee's retirement account to repay the Center for  
68 the value of advance sick leave should the employee not be able to return to work.  
69 Employees not having a sufficient balance in the retirement account will be allowed to  
70 sign a statement acknowledging the debt and agreeing to pay if Government service is  
71 terminated.
- 72 4. Sick leave will not be advanced to an employee known to be contemplating separation  
73 by retirement or resignation, or has evidenced a pattern of un-responsible leave usage  
74 in the past.  
75

#### 76 **Section 1206 Temporary Restricted-Work**

77 When an employee is assigned a temporary restricted-work classification, as determined by  
78 the Medical Officer, Management will give good faith consideration to providing temporary  
79 limited duty assignments consistent with the prescribed restrictions. Should no such job be  
80 available for the duration of the restriction, the employee may elect to use sick leave or  
81 annual leave if available, leave without pay or apply for injury compensation as provided by  
82 law.  
83

84 **Section 1207 Alcohol And Drug Addiction**

85 Management recognizes alcoholism and drug addiction as treatable illnesses. Sick or  
86 annual leave may be granted and/or advanced to an employee for the purpose of receiving  
87 treatment approved by Management for alcoholism and drug addiction, provided the em-  
88 ployee is complying with treatment requirements. Management will publicize opportunities  
89 available to employees for rehabilitation and the Union agrees to assist Management in  
90 making employees aware of these opportunities and encouraging their use when  
91 appropriate.

92

93 **Section 1208 Injured On The Job**

94 Employees injured on the job will be eligible for continuation of pay in accordance with  
95 OWCP regulations. An employee who has filed a claim with OWCP for continuation of pay  
96 may elect continuation of pay, or use sick or annual leave, as appropriate, pending the  
97 decision by OWCP. Employees who elect to use sick or annual leave in lieu of  
98 compensation may request to buy back leave used for that purpose, after approval by  
99 OWCP.

100

101 **Section 1209 Right To Select A Physician**

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

104

105 **Section 1210 Verifying Sick Leave Use**

106 In making visits to an employee's home for the purpose of verifying sick leave use, a Union  
107 representative will be notified and be allowed to accompany the Management official making the visit.

# ARTICLE THIRTEEN

## ANNUAL LEAVE

### 1 **Section 1301 Requests For Less Than 5 Days Annual Leave**

2 All requests for less than 5 days annual leave desired for the following 30-day period will be  
3 submitted to the immediate supervisor or the supervisor's designated representative prior  
4 to the date for which leave is requested and approved/disapproved by no later than 2  
5 working days of submission of the request except that employees may request leave on the  
6 same day of its use. A review will be made of the reason for the request, workload during  
7 the period covered by the request and the employee's leave record prior to making a  
8 decision on the request. Unless leave has been approved in this manner, it will be  
9 considered to be an emergency request. In these situations, the employee will contact the  
10 immediate supervisor or the supervisor's designated representative as soon as possible,  
11 either within a reasonable amount of time before the start of the shift or within 2 hours after  
12 the start of the supervisor or employee's work-shift, whichever is later, on the first workday  
13 of the absence. Approval may be granted only by the supervisor or designated  
14 representative. If a supervisor or representative is not available, information will be provided  
15 by the employee so that the employee may be contacted to discuss the emergency  
16 situation. If the supervisor or representative determines that a bona fide emergency exists,  
17 the leave will be approved. If the leave is disapproved, or the employee does not make  
18 contact in the manner described above, the employee may be placed in an absence-  
19 without-leave (AWOL) status. Failure to call in within the specified 2-hour limit will not by  
20 itself be a basis for denying leave. The reasons for failure to call in on a timely basis will be  
21 taken into consideration in the decision to approve all or a portion of the day as annual  
22 leave.  
23

### 24 **Section 1302 Vacations**

25 Every attempt consistent with the workload will be made to satisfy the desires of the  
26 employee with respect to approval of extended annual leave for vacations. Management  
27 agrees to schedule approved leave for vacation purposes of not less than 2 consecutive  
28 weeks for employees who earn 13 days annual leave per year, and not less than 3  
29 consecutive weeks for employees who earn 20 days or more providing the leave is avail-  
30 able and providing the employee's request is submitted not later than the first of April. In  
31 scheduling such leave, the wishes of the employee will be given all due consideration.  
32 When Management finds it necessary to cancel previously approved leave of 2 weeks or  
33 more, the reasons for such actions will be provided to the affected employee or employees  
34 in writing if requested by the employee. In such situations, the supervisor will also inform  
35 the employee in writing of the right to reschedule the requested leave. Once an employee  
36 has agreed upon a vacation period, change will not be permitted if, by doing so, it would  
37 disturb the choice of another.  
38

39 **Section 1303 Forced Annual Leave**

40 Management reserves the right in accordance with appropriate regulation to place an  
41 employee on annual leave whenever it is deemed expedient to do so for administrative  
42 reasons. Employees will be given the opportunity to take leave-without-pay in accordance  
43 with current regulations. When necessary to require an employee to use annual leave,  
44 Management agrees to give the maximum possible advance notice to the employees and  
45 the reason for the action. In such situations, Management will give first consideration to  
46 volunteers.

47  
48 **Section 1304 Permitted To Use All Annual Leave Earned Each Year**

49 Subject to workload, employees will be permitted to use all annual leave earned each year.  
50 When the majority of available leave is placed on a schedule prior to 1 April every year, the  
51 ability of the employee to complete this planned leave is significantly enhanced. Planning  
52 for use or leave throughout the year is a joint responsibility of both the employee and the  
53 supervisor. Advance planning can help avoid conflicts with other employees' leave  
54 schedules and with periods of heavy workload. Also, scheduled and approved "use or lose"  
55 annual leave, which is later denied due to exigencies of public business in accordance with  
56 local and Federal regulations, and which cannot be rescheduled, and leave which is  
57 forfeited at year end due to extended illness or administrative error, can meet the criteria for  
58 leave restoration when approved by the Commanding Officer.

59  
60 **Section 1305 Employee's Birthday**

61 Management agrees to make a reasonable effort to allow the employee to have the shift off  
62 on annual leave on the employee's birthday

63  
64 **Section 1306 Scheduling Of "Use-Or-Lose" Leave**

65 Management agrees to consult with the employee as appropriate in the scheduling of "use-  
66 or-lose" leave

67  
68 **Section 1307 Advance Annual Leave**

69 Advance annual leave may be granted in accordance with regulations. Advance annual  
70 leave in excess of 40 hours must be approved by the Commander or designated  
71 representative.

72  
73 **Section 1308 Holiday Closure**

74 If Management schedules a closure surrounding the Christmas and New Years holidays in  
75 accordance with applicable regulations, and NUWC Div. Keyport instructions, the following  
76 basic principles will be followed:

- 77
- 78 1. Prior to April 1, notice will be given by Management in the form of a Center notice  
79 indicating the period of reduction and procedures affecting leave policy and work  
80 schedules for employees assigned to perform work during the period of reduced  
81 operations.
  - 82 2. The draft of the Center notice will be forwarded to Center managers and employee  
83 organizations including the Union for comment.

- 84 3. Employees may volunteer for work available for which they are qualified. Preference will  
85 be given to new employees who have not had the opportunity to accumulate leave and  
86 to those whose leave was used due to extended illness or illness/death within the  
87 immediate family.
- 88 4. Management and the Union encourage employees in the judicious use of leave to allow  
89 sufficient leave available for use during this period.
- 90 5. Normally Management will approve requests for use of leave-without-pay if use of  
91 annual leave during this period would leave employees with fewer than 80-hours annual  
92 leave after the period of reduced operation for those earning 8 hours annual leave per  
93 pay period, fewer than 100 hours annual leave for those earning 6 hours, and fewer  
94 than 120 hours for those earning 4 hours. If the Center closure exceeds 32 hours, any  
95 additional hours, upon request of the employee, will be approved as leave without pay  
96 (LWOP).

## **ARTICLE FOURTEEN**

### **ADMINISTRATIVE LEAVE**

1 **Section 1401 Unforeseen Disruption**

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

- 7 1. In cases of interrupted or suspended operations due to unforeseen conditions,  
8 employees who cannot be assigned to other work will be required to use annual leave  
9 where 24 hours advance notice can be given. Employees may elect to use leave-  
10 without-pay in this circumstance.
- 11 2. When such situations develop too late to give 24 hours advance notice, employees who  
12 cannot be assigned to other work will be required to use annual leave only if notice can  
13 be given before the end of their shift immediately preceding the one in which they are to  
14 be placed on leave. Such involuntary use of leave may not exceed 5 days in any leave  
15 year.
- 16 3. When neither 24 hours notice nor notice before the end of their immediately preceding  
17 shift is possible, employees who cannot be assigned to other duties may be placed on  
18 Administrative Leave not to exceed 8 hours and could then be placed on enforced  
19 annual leave for any subsequent continuous absence required beyond 8 hours,  
20 provided a 24-hour advance notice can be given.  
21

22 **Section 1402 Relocated From Other Areas**

23 Government sponsored, employees who have relocated from other areas may, in addition  
24 to the relocation expenses provided for in applicable regulations, be permitted to use no  
25 more than 3 days of administrative leave for the purposes of receiving shipments of  
26 personal belongings and other necessary 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 leave-without-pay to accept  
3 temporary positions with the Union or its affiliates or to attend conventions or meetings of  
4 the Union as defined in the Statute and subject to the needs of Management, provided that  
5 leave-without-pay shall not exceed 1 year.

6  
7 **Section 1502 Approved LWOP**

8 Employees who are absent on approved leave-without-pay for periods of up to 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, subject  
17 to the workforce requirements of Management as hereinafter provided:

- 18
- 19 1. An employee whose services have been requested for authorized emergency rescue  
20 and protective work not to exceed 40 hours per calendar year.
  - 21 2. Participation in examinations for promotion or interview for job opportunity during  
22 working hours when conducted by NUWC Management.
  - 23 3. Employees under RIF notice will be granted administrative leave for required interviews  
24 at other Federal activities within the commuting area.
  - 25 4. Employees who volunteer as blood donors (either to the blood bank or directly to  
26 individuals) shall be excused for this purpose. Such absences shall not exceed 4 hours  
27 and shall be certified, in writing, by the organization receiving blood.
  - 28 5. Management agrees to grant administrative leave to employees who are administrative  
29 representatives of the Union for the purpose of attending Union-sponsored training  
30 sessions which are conducted once each year to train the employee in labor-  
31 management relations not to exceed 16 work days a year.
  - 32 6. All stewards and alternate stewards will be allowed one work day per year for stewards  
33 training. An additional work day of training will be allowed in years a new agreement is  
34 implemented. This regular training can accumulate up to a maximum of 2 days.
  - 35 7. The Union will be allowed to attend training sessions conducted by OPM and FLRA,  
36 Federal Mediation and Conciliation Service, etc., which are of mutual benefit to  
37 Management and the Union.
  - 38 8. The Union will be allowed training time for one steward who will go to safety training  
39 which is mutually determined by the safety officer and the steward involved, as  
40 beneficial to the mission of this Center.

41 9. An employee who is tardy for less than an hour at the beginning of the assigned shift  
42 may be excused at the discretion of the immediate supervisor or the supervisor's  
43 designated representative. Such tardiness, if repetitive for any one employee, will be  
44 subject to investigation and/or administrative action. Such excuses do not apply to  
45 overtime work performed outside the basic workweek.  
46

47 **Section 1505 Registering For Military Selective Service Act**

48 Employees shall be excused from duty without charge to leave or loss of pay for a  
49 reasonable amount of time in order to register under the Military Selective Service Act.  
50 Registration shall be at the nearest post office.  
51

52 **Section 1506 Agency-Ordered Fitness-For-Duty Examinations**

53 Allowed time will be granted both to employees traveling to Federal medical facilities and to  
54 employees traveling to offices of selected private physicians for their agency-ordered  
55 fitness-for-duty examinations.  
56

57 **Section 1507 Family And Medical Leave Act**

58 Family and medical leave will be 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 *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 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 this Center, 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 Management mutually denounce the use of defamatory or scurrilous statements by members of either party as being contrary to the principle of a good Union/-Management relationship, and further agree that they will not condone any such activity through failure to take affirmative action to prevent or stop it.

### **Section 1606 Changes In Parking**

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

41 **Section 1607 Computer Resources**

42 Management agrees to provide the computer resources required to support a BMTC web  
43 page and Internet access.

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

### 10 **Section 1702 Area of Consideration**

11 The area of consideration for merit promotions are established by management and are  
12 determined by the likelihood of sufficient qualified candidates.  
13

### 14 **Section 1703 Merit Promotion Announcements**

15 a. Keyport will utilize Open Continuous Announcements to fill all vacancies except  
16 when an open continuous announcement is not available or in rare cases when an open  
17 continuous announcement is not the most effective means of recruitment. Job openings  
18 will be posted on the Keyport web site for a minimum of ten (10) calendar days, excluding  
19 holidays and the Christmas holiday closure, prior to the first cutoff date; the cutoff date will  
20 be a workday. There will be a link on the Keyport home web page referring interested  
21 employees to the announcement(s). Employees are expected to maintain a current  
22 resume on file with the Department of Navy for all positions they wish to be considered for.

23 b. Open continuous announcements listings will be available on the Department of  
24 the Navy Human Resources (DONHR) website.  
25

26 c. EXCEPTION: In the event a position requires a one-time announcement, the  
27 announcement will be open at least five (5) calendar days closing on a work day. For those  
28 announcements that will be open for less than five (5) calendar days, the Union will be  
29 notified prior to issuance. On request, employees absent from the Center on temporary  
30 duty assignment or sick or annual leave for the majority of the announcement shall be  
31 allowed up to three (3) additional calendar days upon return to complete and submit an  
32 application including documentation showing the approved absence, and if qualified, will be  
33 considered if the selection list has not yet been referred to the selecting official. Employees  
34 are strongly encouraged to maintain a current resume for all open-continuous  
35 announcements related to their career goals, to ensure that they receive proper  
36 consideration while absent from the workplace.

37 d. Management Identification of Candidates (MIC) may be used in lieu of merit  
38 promotion vacancy announcements to make promotions. MIC will follow the process as  
39 described Merit Staffing Directive KPT 12000-01, Attachment B.

40

41 **Section 1704 Temporary Assignments**

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

44

45 1. When an employee is assigned to a higher graded supervisory position for 15 calendar  
46 days or more, a temporary promotion will be made.

47 2. Details to different positions at the same or lower grade level for periods of 30 to 120  
48 days will be made by detail papers.

49 3. When an eligible employee is officially assigned to or permitted by the supervisor to  
50 perform in a clearly defined non-supervisory higher level position for more than 15  
51 calendar days or more, a temporary promotion will be made. This does not apply to  
52 assignment of personnel on formal training programs. In situations where back pay is  
53 determined to be warranted under this subsection, the regulatory time limits regarding  
54 temporary promotions, for which competitive procedures are normally required, do not  
55 apply.

56 4. Temporary reassignments may be made in lieu of details.

57

58 **Section 1705 Evaluation Of Candidates**

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

63 b. The evaluation method includes development of a crediting plan using job  
64 analysis to determine pertinent Knowledge, Skills, and Abilities (KSAs) required for the  
65 position. This will serve as the basis for referring the best qualified applicants to the  
66 selecting official.

67 c. The selecting official may select any candidate who is certified or non-select all  
68 candidates.

69 d. Once a selection certificate has been issued, the evaluation of candidates for  
70 announced positions within the unit may be done by selecting officials or a rating panel and  
71 shall be based on the candidates submitted resume and any supplemental information as  
72 identified in the merit promotion announcement. If required, the Official Personnel Folder  
73 (OPF) and a personal interview may be utilized. Should questions arise regarding any  
74 information considered in relation to a candidate's experience or training, the candidate  
75 and/or the candidate's supervisor may be subject to appear before the selecting official or  
76 the panel, if used, for the purpose of clarifying the issue. The annual performance  
77 appraisal, in and of itself, shall not be used to qualify or disqualify a candidate but shall be  
78 judged in conjunction with other pertinent available information regarding the applicant's  
79 qualification for advancement.

80

81 **Section 1706 Qualifications Review**

82 When an employee's resume has been considered under a vacancy announcement,  
83 notification will be posted in accordance with the Department of Navy recruitment process.

84 If applicants have questions about why they were not referred for a specific vacancy, they

85 should contact the Human Resources Service Center (HRSC) to obtain answers utilizing  
86 the appropriate process available. In the event questions concerning the eligibility or non-  
87 referral of an applicant cannot be answered to the satisfaction of the applicant by the staff  
88 at HRSC, the applicant may request, in writing, or via e-mail that a decision be reviewed by  
89 the HRSC-NW. Failure to be selected for promotion when proper promotion procedures  
90 were used (this includes non-selection from among a group of properly ranked and certified  
91 candidates) is not a basis for a grievance.

92

### 93 **Section 1707 Basic Information Will Be Available, Upon Request**

94 When a merit promotion certificate/list or a MIC is established, basic information will be  
95 available, upon request, to applicants within four days of final selection. Information will  
96 include basic eligibility, the individual's name, scores, and the score of all other applicants  
97 (when applicable). Names of other applicants will not be provided.

98

### 99 **Section 1708 Loans, Details, Reassignments And Temporary**

#### 100 **Promotions**

101 Loans, details, reassignments and temporary promotions will be made in accordance with  
102 merit promotion principles. This shall not be construed to prohibit reassignment of  
103 personnel in order to avoid reduction-in-force actions, to satisfy requirements of a seasonal  
104 or temporary nature of emergency situations as defined in OPM regulations. When  
105 employees are assigned to support PSNS & IMF, the Memorandum of Understanding  
106 between NUWCKIVKPT & the BMTC and IAM&AW Unions Regarding Shipyard Support  
107 dated 06 March 2002 shall be followed until such time as future agreements by both parties  
108 supersede it.

109

### 110 **Section 1709 Modified Vacancy Announcement**

111 A vacancy announcement may not be modified after the announcement has been  
112 distributed unless an inappropriate announcement has been released. Modified  
113 announcements will be in accordance with Section 1702 of this Article and all employees  
114 eligible under the modified announcement shall be considered for promotion. Minor  
115 corrections not having an impact on the submission of applications by employees are  
116 exempted from this requirement.

117

### 118 **Section 1710 Nepotism (Ref: 5 USC 3110 and 5 USC 2302)**

119 1. A public official as defined in 5 USC 3110 may not appoint, employ, promote, advance,  
120 or advocate for appointment, employment, promotion, or advancement, in or to a civilian  
121 position in the agency in which s/he is serving or which s/he exercises jurisdiction or  
122 control any individual who is a relative of the public official. "Relative" is defined as  
123 follows: Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew,  
124 niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-  
125 in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother,  
126 stepsister, half-brother, or half-sister.

127

128 2. Assignments may not be made which result in a supervisory relationship between  
129 relatives except under temporary conditions as described in 5 USC 3110 (d) and (e). A

130 supervisory relationship is one involving day-to-day direction, performance evaluation  
131 and leave approval. If a supervisor gets married to a subordinate, action will be taken to  
132 sever the supervisory relationship.  
133  
134

# **ARTICLE EIGHTEEN**

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

1 **Section 1801 Pending Reduction-In-Force**

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

6 **Section 1802 Continuing Positions**

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

12 **Section 1803 Reassign Employees**

13 It is agreed that Management, to the extent consistent with this Center'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 labor-  
18 saving devices provided the cost of such training is not excessive and if the employee has  
19 the necessary aptitude as determined by Management. Any employee demoted without  
20 personal cause will be advised in writing of the employee's entitlement to special  
21 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 reduction-in-force actions affecting employees in the unit. Such requests by the  
26 Union will identify the employees or areas of concern. Personnel folders will not be  
27 reviewed by 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 re-  
31 promotion must be considered when a vacancy occurs in a position at the former grade  
32 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 according to  
36 Management's analysis of the work requirements and the qualifications of all persons  
37 available. When such assignments are required, every consideration consistent with work  
38 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 positions.

# ARTICLE NINETEEN

## DISCIPLINARY ACTIONS

### Section 1901 Just Cause

Disciplinary action will be taken only for just cause. Prior to taking disciplinary action, supervisors 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 union and management) for discussions in an attempt to resolve issue(s). In cases of proposed disciplinary actions, the employee will normally be given the opportunity to reply within 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 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, the immediate supervisor may undertake preliminary investigations and discussions with the employees concerned without the presence of a Union representative. However, Management should inform the employees that they have the right to Union representation if they reasonably believe that disciplinary action may result. When the supervisors are believed to be involved in the matter being investigated, the investigation will be conducted at the lowest practicable supervisory level. When Management determines that the best interests of the employees involved will be served by having an independent investigation,

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

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

53 In all cases of written, formal disciplinary action taken by Management against any  
54 employee covered by this Agreement, the Union shall be notified of the action taken by  
55 Management as soon as possible after the employee is notified unless the employee  
56 certifies in writing that the Union shall not be notified, or provided documentation.  
57

### 58 **Section 1905 During An Investigation**

59 If at any time during an investigation an employee believes that questions regarding  
60 personal legal rights arise, the interview will be suspended for a reasonable period to permit  
61 the employee to seek private legal counsel. An extension of the suspension will be granted  
62 for good cause shown. Upon the advice of such counsel, the employee may have an  
63 attorney of choice present in addition to the Union representative.  
64

### 65 **Section 1906 Grievable And Appealable Disciplinary Actions**

66 Grievable and Appealable disciplinary actions may be processed under this Agreement.  
67 Employees will be advised of this right in writing when disciplinary action is taken. If an em-  
68 ployee elects to contest the imposition of a non-emergency disciplinary action, the Union  
69 may request that the action not be imposed until the employee has exhausted grievance  
70 rights set forth in Article Twenty through step two. Extensions will not be requested solely  
71 for the purpose of delaying the action.  
72

### 73 **Section 1907 Reasonable Period Of Time**

74 Disciplinary action by Management will be taken against any employee within a reasonable  
75 period of time.  
76

### 77 **Section 1908 Summary Of Discipline And Adverse Actions**

78 The union will be furnished with a summary of discipline and adverse actions taken against  
79 unit members on an annual basis.

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

16 **Section 2003 Fair And Equitable**

17 Management and the Union desire that all employees be treated fairly and equitably. This  
18 procedure assures the Union on its behalf or on the behalf of any employee in the unit the  
19 right to present and process grievances. It is intended that this grievance procedure will  
20 provide a means for resolving complaints and grievances at the lowest level possible and  
21 Management and the Union agree to work toward this end. This procedure is the exclusive  
22 procedure available for the settlement of all grievances over the interpretation and  
23 application of this Agreement and any claimed violation, misinterpretation, and  
24 misapplication of any law, rule or regulation affecting conditions of employment, including  
25 questions of arbitrability, except for the following:  
26

- 27 1. Any claimed violation of the Statute relating to prohibited political activities.
- 28 2. Retirement, life or health insurance.
- 29 3. Suspension or removal for national security reasons.
- 30 4. Any examination, certification or appointment.
- 31 5. Position classification
- 32 6. Appeals from adverse actions, as defined in Section 1901a, taken in accordance with  
33 OPM and Navy regulations may be filed with the MSPB or processed through the  
34 negotiated grievance procedure, at the employee's option. An employee shall be  
35 deemed to have decided on the appeal route at such time as the employee files a notice  
36 of appeal with the MSPB or files a grievance in writing in accordance with this grievance  
37 procedure, whichever occurs first. Equal Employment Opportunity complaints may be  
38 processed under this procedure, after the counseling stage has been completed, if the  
39 employee elects to do so in lieu of filing a formal complaint under the agency procedure.
- 40 7. Removal of probationary employees is not grievable under this procedure.

- 41 8. Non-selection from a group of properly ranked and certified candidates.  
42 9. Reduction-in-force actions shall not be grievable under this procedure.  
43

#### 44 **Section 2004 Invalid Or Without Merit**

45 Management recognizes the right of the Union to decline to represent an employee when  
46 the Union considers a grievance to be invalid or without merit.  
47

#### 48 **Section 2005 Who May Grieve**

49 Any employee or group of employees, the Union or Management may utilize the provisions  
50 of the negotiated grievance procedure.  
51

#### 52 **Section 2006 Time Limit For Filing Grievances**

53 A grievance should be taken up with an employee's immediate supervisor within 15 working  
54 days after the occurrence of the matter out of which the grievance arose or the employee  
55 became aware of the matter. Grievances not meeting the 15-day time limit may be rejected  
56 on timeliness after due consideration has been given to the reasons the time limit was not  
57 met. The reasons for rejection will be in writing. These time limits shall also apply to Union-  
58 and Management-initiated grievances.

- 59 1. If an employee elects to pursue ADR, the following process applies:  
60 a. If parties agree to ADR and either party decides to withdraw from the ADR process,  
61 then both management and the Union agree that the Grievance time limit of 5 days  
62 would commence on the next business day following the conclusion of the ADR  
63 process.  
64 b. If an employee elects ADR without union representation, both Management and the  
65 Union agree that any binding settlement from the ADR process will be reviewed by  
66 the Union within 5 days before final signing in order to ensure that the CBA is not  
67 violated.  
68

#### 69 **Section 2007 When There Is More Than One Grievant**

70 The Union and Management agree that when more than one employee has an identical  
71 grievance where individual variations are not involved, the Union may call the aggrieved  
72 employees together and will select one case for processing under the grievance procedure.  
73 Such joint action will require the concurrence of all aggrieved employees. Management will  
74 be informed upon initiation of the grievance of the names of all known grievants. The  
75 employees will be advised that in processing one grievance for the group, the decision on  
76 the case selected will be binding on all affected employees and when a decision is made on  
77 the grievance, each employee will be notified through the steward.  
78

#### 79 **Section 2008 Before Filing A Grievance**

80 The employee must decide whether to have representation in the processing of a grievance  
81 or representation under Alternate Dispute Resolution (See Pacific NW Resources Manual,  
82 Chapter 19) . Under the negotiated grievance procedure specified herein, an employee  
83 may present a grievance and have it adjusted by Management without the intervention of  
84 the Union as long as the adjustment is not inconsistent with the terms of this Agreement  
85 and the Union has been given the opportunity to be present at the adjustment. An

86 employee may not utilize the provisions of this grievance procedure with a representative  
87 other than the Union, but may utilize these provisions without a representative. If an  
88 employee wishes Union representation, the Union steward in the affected employee's work  
89 area should be contacted to make appropriate arrangements. After a grievance has been  
90 initiated, all contacts with the grievant concerning the grievance will be made through the  
91 area steward unless the employee has declined Union representation.  
92

### 93 **Section 2009 Negotiated Grievance Procedure**

94 The following procedure is provided to ensure that all parties receive prompt and fair  
95 consideration of grievances.  
96

97 A. Informal step — An employee shall take up the grievance informally with the immediate  
98 supervisor or the Management official at the lowest level who has authority to resolve  
99 the grievance. This supervisor will meet with the employee and, if the employee  
100 chooses, the Union steward in an attempt to resolve the grievance. The parties will  
101 make every effort to resolve the grievance at this level, including, where appropriate,  
102 consideration of various alternative actions acceptable to the parties. If the grievance  
103 cannot be resolved at this level, the Union will reduce the grievance to writing and the  
104 supervisor will provide a written response, which will contain a detailed explanation of  
105 the reasons for denying the grievance, within 5 working days of receipt of the written  
106 grievance. Union and Management anticipate that most grievances will be resolved at  
107 this level. All written responses shall be sent to both the Union and the Employee.  
108

#### 109 B. Formal Steps

110  
111 Step 1 — If no satisfactory settlement is reached at the informal step, the employee  
112 shall reduce the grievance to writing on the appropriate grievance form. The  
113 form should be submitted to the second-line supervisor, via the immediate  
114 supervisor, within 5 working days of the supervisor's written informal  
115 decision. The written grievance must contain the details of the complaint,  
116 corrective action desired by the employee, the identity of the immediate  
117 supervisor, the date of the informal discussion and the date of the informal  
118 decision. The completed grievance form will be accompanied by the  
119 immediate supervisor's written response.  
120

121 The second-line supervisor will meet within 5 working days with the employee  
122 and the Union representative and attempt to resolve the grievance. A written  
123 decision will be given to the employee, via the assigned Union Steward,  
124 within 5 working days. The written decision will provide the relevant  
125 responses to each major point set forth at the discussion or investigation.  
126

127 Step 2 – If the grievance is not resolved in Step (B.) 1, the Union may advance it  
128 within 7 working days to the cognizant department head. The department  
129 head will review the grievance and the response provided by the immediate  
130 and second-line supervisors. In cases where there is no second-line  
131 supervisor below the department head level steps 1 and 2 may be combined.

132 The department head will take one of the following actions within 10 workdays  
133 of the receipt of the grievance:

- 134
- 135 1) Grant the relief requested by the employee, or
  - 136 2) Notify the Union that he or she has directed the first-line supervisor to  
137 resolve the grievance within 5 working days, or
  - 138 3) Meet with the employee, the steward, and the Chief Steward in an attempt  
139 to resolve the grievance, or
  - 140 4) Convene a panel, with the assistance of HRO (two panel members, one  
141 appointed by the Union and the other another Management official from a  
142 different department), to join the department head in meeting with the  
143 employee, steward, and Chief Steward to hear the employee's case. As  
144 part of the adjudication process, the panel members may ask to question  
145 other witnesses or review other evidence. When this option is used, the  
146 three panel members will attempt to reach consensus on how to best  
147 resolve the grievance. If they are not able to do so, the department head  
148 retains the responsibility for making the decision at this level.
- 149

150 If option 1 is elected, the department head will provide written notification within 10 working  
151 days that the requested relief has been granted. If option 2 is utilized, the department head  
152 will provide a written response concerning the action taken by the first line supervisor within  
153 10 working days of the date the grievance was referred back for resolution. If options 3 or 4  
154 are used, the department head will provide a written response within 10 working days of  
155 meeting with the employee. If option 4 is used, decisions will note whether the decision is a  
156 consensus of the panel or is the decision of the department head. Responses will provide  
157 relevant information about each major point set forth in the grievance or presented orally.

158

159 Step 3 — If satisfactory settlement has not been reached at the previous step, the  
160 employee may within 15 working days, submit it to the Commander via  
161 Management and Employee Services, Human Resources Office for resolution.  
162 The Commander, or his designated Division Keyport representative, shall  
163 meet within 15 working days after receipt of the employee's request with the  
164 employee, the steward previously involved and a Union officer in an attempt to  
165 reach a satisfactory settlement. Management representatives will also be  
166 present for these meetings. A written decision from the Commander will be  
167 supplied within 15 working days of this discussion. The written decision will  
168 provide relevant responses to each major point set forth by the parties at the  
169 hearing. The original will be returned to the Union with a copy to the  
170 employee. If this decision is not satisfactory to the employee, it may be  
171 advanced to arbitration.

172

173 C. The original grievance form will be returned to the Union at the end of each step of the  
174 grievance procedure.

175

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

177 Non-employee grievances initiated by the Union or Management will be submitted

178 informally as follows:

179

180 Union grievances — to the appropriate division or department head (the lower of these  
181 two levels having authority to resolve the grievance).

182

183 Management grievances — to the Chair of the Conference Committee; or, in the  
184 absence of that official, the chief steward having jurisdiction.

185

186 The appropriate official will reply to the initiator of the grievance within 5 working days. If the  
187 grievance is not settled at this level, it may, within 10 working days, be submitted in writing  
188 to the Commander or the President of the Union, as appropriate. Within 15 working days,  
189 the Commander or representative will meet with the President of the Union or  
190 representative to resolve the grievance. A decision will be rendered within 15 working days  
191 following the meeting unless the parties agree to extend the time limit.

192

### 193 **Section 2011 Special Considerations**

194 Grievances that pertain to environmental pay determinations that are not resolved by the  
195 immediate supervisor at the informal step shall be filed at Step 1 above with the Head of  
196 the Human Resources Office. Those, which pertain to grievable merit-promotion matters,  
197 shall be filed at Step 1 with the Head, Human Resources Office. Questions concerning the  
198 ranking of an applicant should be addressed by the method described in this Agreement.

199

### 200 **Section 2012 Witnesses And Other Evidence**

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

210

### 211 **Section 2013 Violation Of Time Limits During Processing**

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

217

### 218 **Section 2014 Provision For Arbitration**

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

223 agreed that arbitration provided herein is binding on both parties. A written request for  
224 arbitration must be submitted not later than 30 calendar days following the conclusion of the  
225 last step of the grievance procedure. An extension of time, not to exceed 6 months, will be  
226 granted upon the request of either party. Only the Union may invoke arbitration on an  
227 employee grievance. The party initiating the grievance may invoke arbitration concerning a  
228 Management or Union-initiated grievance. The arbitration hearing will be held during  
229 regular dayshift working hours of the basic workweek.  
230

231 **Section 2015 Selection Of An Arbitrator**

232 Within 30 working days from the date of receipt of the arbitration request, the parties shall  
233 meet for the purpose of selecting an arbitrator. If agreement cannot be reached, either  
234 party may request the Federal Mediation and Conciliation Service to submit a list of five  
235 impartial persons qualified to act as arbitrators. The parties shall meet within 5 working  
236 days after the receipt of such a list. If they cannot mutually agree on one of the listed  
237 arbitrators, the parties will each strike one arbitrator's name from the list of five and shall  
238 then repeat this procedure until there is only one name remaining. That person shall be the  
239 duly selected arbitrator.  
240

241 **Section 2016 Payment Of The Arbitrator**

242 The fees and expenses of the arbitrator, and other costs of arbitration, shall be borne  
243 equally by the Union and Management.  
244

245 **Section 2017 Witnesses**

246 A reasonable number of witnesses may be called to the arbitration hearing by either party.  
247 Center employees who are representatives, appellants and witnesses shall suffer no loss of  
248 pay while participating in the arbitration hearing.  
249

250 **Section 2018 Limit To Arbitrator's Authority**

251 The arbitrator shall not change, modify, alter, delete or add to the provisions of this  
252 Agreement.  
253

254 **Section 2019 Timeliness Of Arbitrator's Decision**

255 The arbitrator will be requested to render his decision as quickly as possible, but in any  
256 event no later than 60 calendar days after the conclusion of the hearing, unless the parties  
257 mutually agree to extend the time limit.  
258

259 **Section 2020 Good Faith**

260 It is agreed that the use of any of the provisions of this Article in good faith by Management,  
261 the Union or employees should not cast any reflection on any of the above and their  
262 relationship to each other, nor, in the case of employees, on their loyalty and desirability to  
263 this Center.

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

1 **Section 2101 Job Description Inequities**

2 When employees allege inequities in their position or job descriptions, they shall be  
3 furnished information on appeal rights and procedures. They may elect to be represented  
4 or assisted by a Union representative or a person of their choice in discussing the matter  
5 with their supervisors or with representatives of the Human Resources Office. If a job audit  
6 is conducted because of the alleged inequities, employees may have the area steward  
7 present during the audit.  
8

9 **Section 2102 Change To A Lower Pay Rate**

10 It is agreed that Management will advise the Union at least 30 days in advance when an  
11 employee's grade level is to be changed to a lower pay rate.  
12

13 **Section 2103 Accuracy Of Position Or Job Description**

14 The Union may make presentations and present supporting evidence to Management  
15 regarding the accuracy of position or job descriptions.  
16

17 **Section 2104 Position Or Job Description Of Record**

18 The position or job description of record shall reflect the duties and responsibilities  
19 assigned to employees. Incidentally assigned duties, which become regular and recurring  
20 will be reflected in either a rewritten or amended position or job description  
21

22 **Section 2105 Assignments Made Within Reasonable Bounds**

23 Consistent with the management right to assign work to employees and to determine  
24 methods and means of performing work, employees can typically expect assignments to be  
25 made within reasonable bounds, consistent with grade level, position description and  
26 performance. Consistent with applicable regulations, management will ensure that work is  
27 performed by properly qualified employees.  
28

29 **Section 2106 Annually Review Of Position Or Job Description**

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

## **ARTICLE TWENTY-TWO**

### ***JURISDICTION***

1    **Section 2201 Contrary To Trade Lines**

2    When, because of workload or other reasons, Management proposes to issue significant  
3    job-order assignments contrary to trade lines previously accepted in the Center, the Union  
4    will be advised of the intended action and given an opportunity to express its view to  
5    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 within  
9    the unit, the Union will make every effort within its power to bring the disputing crafts  
10   together, will provide them with all possible assistance and will prevail upon them to reach  
11   an agreement that is equitable to all concerned. In the process, the Union agrees to  
12   consider Management's position if requested by Management. The Union will communicate  
13   to Management any agreement reached by the disputants and Management may consider  
14   the Union's position in the assignment of work. Nothing in the foregoing shall act to restrict  
15   the accomplishment of work pending resolution of any dispute or to restrict Management in  
16   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 the 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 the activity using a locally developed form or an equivalent automated instrument. The IDP will be prepared jointly by the employee and the supervisor. 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. Knowledge, skills and abilities 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 activity employees because of skill imbalances.

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 knowledge, skills, and abilities.

37 **Section 2304 Employees May Grieve**

38 Employees may grieve what they feel is arbitrary assignment of training requirements (i.e.:  
39 Acquisition Workforce, schools, certifications, etc.).

40

41 **Section 2305 Management Shall Provide**

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

45

46 **Section 2306 Special Tour Of Duty**

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

49

50 **Section 2307 Eligible For Retirement**

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

55

56 **Section 2308 Mandatory Training**

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

60

61 **Section 2309 Higher Level Development**

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

# ARTICLE TWENTY-FOUR

## SAFETY AND HEALTH

### 1 **Section 2401 Safe Working Conditions**

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

### 8 **Section 2402 Improving Safety**

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

### 18 **Section 2403 Unsafe Practices**

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

### 29 **Section 2404 Ambulance Service**

30 Prompt ambulance service and first aid to injured employees will be provided on all shifts.  
31

### 32 **Section 2405 Accidents**

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

### 37 **Section 2406 Reporting Of All Injuries**

38 Management and the Union agree that prompt reporting of all injuries is essential to ensure  
39 that any benefits to which employees may be entitled are protected. Management will  
40 inform injured employees of their rights under the Federal Employees Compensation Act.

41 Transportation considerations or time of day are not considered sufficient reason for failure  
42 to report injuries promptly.

43

#### 44 **Section 2407 Disabling Work Injury, Or Hazardous Material** 45 **Contamination**

46 When it becomes known that an accident involving unit employees has resulted in a  
47 disabling work injury, or hazardous material contamination, the Center Safety Office will  
48 notify the BMTC Office promptly of the circumstances. A copy of these accident reports will  
49 be provided upon request to the Union.

50

#### 51 **Section 2408 Periodic Physical Examinations**

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

58

#### 59 **Section 2409 Safety Meetings**

60 Management will hold meetings as needed during which safety and matters of mutual  
61 concern will be discussed. All available employees in each supervisor's group will attend.  
62 Management agrees that reprisals shall not be taken against an employee for filing any  
63 complaint relating to health and safety or other items discussed at safety meetings.

64

#### 65 **Section 2410 Emergency Telephone Numbers**

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

69

#### 70 **Section 2411 New Hazardous Materials Or Processes**

71 Management agrees to consult with the Union when new materials or processes  
72 considered hazardous are used on this Center in areas where unit employees work,  
73 consistent with security requirements. Material Safety Data Sheets will be provided upon  
74 request.

75

#### 76 **Section 2412 Protective Clothing And Safety Equipment**

77 Management agrees to furnish protective clothing and safety equipment at no expense  
78 to the employee, whenever it is required by Management for safety, technical or  
79 industrial health reasons. The Union and Management agree on the importance of  
80 employees wearing or using the protective clothing and/or equipment of the type  
81 required, approved and supplied for safe performance of their work, and employees will  
82 be responsible for the equipment and tools issued to them. Management agrees to  
83 purchase safety shoes from Federal Prison Industries in accordance with applicable  
84 laws. Employees require prior authorization of Management to purchase safety shoes  
85 from an alternate source. It is the responsibility of the employees to make sure that the

86 shoes meet the required 75 pound ANSI standard. This is to be verified by the Safety  
87 Office. When employees make this election, they will, upon presentation of proper  
88 documentation, be reimbursed for the amount paid, up to the maximum amount  
89 authorized at the time of the purchase. The Safety Office will evaluate all work areas on  
90 a continuing basis and make appropriate recommendations to Management, at or  
91 above the department head level, on the use of protective clothing and safety  
92 equipment. Management shall make a continual effort to provide improved equipment.  
93 Articles shall be replaced when they are no longer deemed acceptable for their intended  
94 purpose. Employees may request an inspection of articles, which are suspected to be  
95 defective, and supervisors shall treat such requests with urgency. Processes for  
96 identification, authorization and procurement of PPE are contained in KPTINST 5100  
97 series instructions located on the Keyport Web Portal, Command Directives and  
98 Instructions page {link path: Keyportal - Topics - References - Directives}.

99

### 100 **Section 2413 Working Alone**

101 Management, when assigning an employee to work alone in a building, will follow the  
102 procedure set forth in the Center Safety Manual and will also make every effort to provide  
103 work for two employees, if possible.

104

### 105 **Section 2414 Smoking In Specified Areas**

106 The Center policy is to allow smoking only in specified areas. Smokers will be provided a  
107 sheltered outdoor area in which to smoke during designated break period.

# **ARTICLE TWENTY-FIVE**

## **ENVIRONMENTAL DIFFERENTIALS**

1 **Section 2501 Minimize Hazards**

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

7 **Section 2502 Paid Environmental Differentials**

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

15 **Section 2503 Additional Pay**

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

19 **Section 2504 Employee's Basic Rate Of Pay**

20 Environmental differentials/hazards, are included as part of the employee's basic rate of  
21 pay as provided by Center instructions and pertinent regulations.  
22

23 **Section 2505 Exceptions To Hazard Pay**

24 Environmental differential or hazard pay shall not be paid to any employee for work:  
25

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

38 **Section 2506 Management Agrees To Negotiate**

39 Management agrees to negotiate, upon request, whether new work situations warrant  
40 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 basic  
3 rate for the time lost from the basic work schedule for such service. An employee who is  
4 called for such service, shall promptly notify Management in order that arrangements may  
5 be made for the absence from this Center. Swing- or graveyard-shift employees who  
6 perform a full day of jury duty will be excused for their regular shifts and have their time  
7 charged to court leave. The employee will present Management a signed jury timecard or  
8 other satisfactory evidence of the time served on such duties. All fees and allowances must  
9 be turned into the activity except allowances received for meals, transportation, etc., which  
10 may be retained by the employee.

11  
12 **Section 2602 Voting**

13 Employees who are not otherwise able to vote in federal, state, or local elections or  
14 referendums will be excused from work on administrative leave for this purpose.

15  
16 **Section 2603 Charity Drives**

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

23  
24 **Section 2604 Jury Duty & Scheduled Overtime**

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

28  
29 **Section 2605 Court Leave**

30 Employees entitled to court leave will return to duty or suffer a charge against annual leave  
31 if they are excused in time to reasonably return to work. The employee will be allowed  
32 sufficient time to return home before returning to work. An employee who is summoned as  
33 a witness in a judicial proceeding to testify in a non-official capacity on behalf of a state or  
34 local government, is entitled to court leave during the time absent as a witness. An  
35 employee who is summoned or assigned by the agency to testify in a non-official capacity  
36 on behalf of the United States Government or the government of the District of Columbia, is  
37 in an official duty status as distinguished from a leave status, and entitled to regular pay. If  
38 the witness service in a non-official capacity is on behalf of a private party, the employee's  
39 absence must be charged to annual leave or leave without pay, and the employee may  
40 accept fees and expenses incidental thereto.

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46

**Section 2606 Carpools, Vanpools And Transit Busses**

In order to minimize traffic congestion on community highways, reduce Center congestion, reduce parking requirements and improve air quality through reduced exhaust emissions, the Union and Management join in encouraging employees to participate in carpools, vanpools or riding our 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 committees as  
3 follows:

- 4
- 5 1. OSH Policy Committee — 1 member
  - 6 2. NUWC Recreation Association — 1 member
  - 7 3. Workforce Diversity Council — 1 member
  - 8 4. Food Service Board — 1 member
  - 9 5. Keynotes Editorial Board —1 member

10

11 **Section 2702 Future Boards Or Committees**

12 Management agrees to consider Union representatives on any board or committee that is  
13 established in the future or is not covered in this Agreement, if its function directly affects  
14 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 Union representatives will not serve on more than two  
19 committees.

# **ARTICLE TWENTY-EIGHT**

## ***PERFORMANCE AND PRODUCTIVITY***

1 **Section 2801 Performance Standards**

2 Performance standards will be reflective of duties and responsibilities assigned the position  
3 and constructed in accordance with applicable law. The standards will be applied fairly,  
4 equitably, objectively and uniformly for like duties. The standards themselves are not  
5 grievable, application of standards and other matters related to the performance appraisal  
6 program may be grieved through the negotiated grievance procedure contained in this  
7 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 supervisor will give full  
13 consideration to employee comments before finalizing the standards. Employees have the  
14 right to request Union representation at meetings discussing unacceptable performance.  
15

16 **Section 2803 Signatures On The Performance Appraisal**

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

22 **Section 2804 Rating Supervisor**

23 The rating Supervisor will prepare the appraisal, discuss it with the employee and give the  
24 employee an opportunity to comment in writing and sign the appraisal. If the employee is  
25 dissatisfied with the rating he/she may request Union assistance. If the approving official  
26 sustains an unacceptable rating, which is lower than expected by the employee the  
27 approving official must give written justification for the rating given. A copy of an  
28 employee's performance appraisal will be provided to the employee at the end of each  
29 appraisal period and at the midterm appraisal if requested.  
30

31 **Section 2805 Unacceptable Performance**

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

37 **Section 2806 Improving Productivity**

38 The Union will participate with Management in the development of Center-wide programs  
39 aimed at improving productivity. Union officials will encourage employees of the unit to  
40 participate in Center-wide programs aimed at reducing costs and improving productivity.

41 Emphasis should be placed on specific programs that provide rewards for significant  
42 achievements through the Incentive Awards Program.

43

44 **Section 2807 Changes In Conditions Of Employment**

45 Prior to implementation of changes in conditions of employment resulting from Total Quality  
46 activities Management will comply with its obligations to the Union under 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 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 his/her own expense.
2. Government transportation will be utilized when it is determined to be advantageous to the Employer, 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 POV, when authorized by the Employer, 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

Unless exempted by the Travel and Transportation Reform Act of 1998, unit employees are required to utilize their, Government Travel Charge Cards to pay for all reimbursable expenses (i.e., meals, lodging, incidental expenses, rental cars, etc.) 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 Joint Travel Regulations (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.

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### **Section 2905 Travel Assignments**

Travel assignments will normally be rotated among qualified (as determined by the Employer) employees.

1. Employees will be advised of the purpose of the travel, anticipated duration, and travel arrangements.
2. Travel orders will be provided to employees, normally sufficiently in advance of travel to allow employees time to complete arrangements (i.e. obtain ATM withdrawals) during duty hours.
3. An employee may request to be excused from a travel assignment, and consideration will be given to the request. If denied, the reasons will, upon request, be explained to the employee.

### **Section 2906 Travel Claims**

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

### **Section 2907 Travel on Non-workdays**

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

### **Section 2908 Use of Government Quarters**

The use of available adequate government quarters shall be assigned in accordance 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, religion, sex, national origin or age.

5

6 **Section 3002 Representation**

7 Employees are entitled to a representative of their own choice.

8

9 **Section 3003 Interfere Restrain, Coerce, Intimidate Or Reprisals**

10 It is agreed that no official of Management or the Union shall interfere with, restrain, coerce,  
11 intimidate or take reprisals against any employee for appearing, testifying or furnishing  
12 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 the  
4 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 his 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 2. The employee's earnings are regularly sufficient to cover the amount of the allotment.
- 15 3. The employee has voluntarily authorized such a deduction on Standard Form 1187.
- 16 4. The Union, through its authorized official, has completed and signed Section A of such  
17 form on behalf of the Union.
- 18 5. Such completed form has been turned over to Management by the Union.  
19

20 **Section 3103 Purchasing The Standard Allotment Form**

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

28 **Section 3104 First Pay Period**

29 Deduction of dues shall begin with the first pay period which occurs after receipt of the  
30 Standard Form 1187 by Management providing that the Standard Form 1187 is received no  
31 later than the Monday preceding the beginning of the biweekly pay period to which the  
32 allotment deduction is to be applied.  
33

34 **Section 3105 Amount Of The Union Dues**

35 The amount of the union dues to be deducted each biweekly pay period shall remain as  
36 originally certified on such allotment forms until a change in the amount of such dues is  
37 certified to by the authorized official, and such certification is transmitted to Management by  
38 the Union. Such change shall begin with the first pay period after receipt of the notice of  
39 change to Management or a later date if requested by the Union. Such changes must  
40 comply with the notification timing of Section 3104 above. Such changes shall not be made

41 more frequently than once each 12 months. In addition, changes made as a result of  
42 changes in membership classification such as promotion of helper to journeyman, will be  
43 made upon submission of a new Standard Form 1187, effective the beginning of the first  
44 pay period following receipt by Management.  
45

#### 46 **Section 3106 Union Dues Termination**

47 An employee's voluntary allotment for payment of Union dues shall be terminated with the  
48 start of the first pay period following the pay period in which any of the following occur:  
49

- 50 1. Loss of exclusive recognition by the Union.
- 51 2. Separation of the employee from the unit for which the Union holds exclusive  
52 recognition.
- 53 3. Receipt by Management of notice from the Union that the employee has been expelled  
54 or has ceased to be a member in good standing with the local union. Such notice shall  
55 be promptly forwarded by the Union to Management and must be received within the  
56 time frame established in Section 3104.  
57

#### 58 **Section 3107 Standard Form 1188**

59 An allotment for the deduction of an employee's union dues may also be terminated by the  
60 employee through submission to Management of a Standard Form 1188 or other written  
61 memorandum properly executed in duplicate by the individual employee. Such duplicate  
62 shall be promptly forwarded by Management to the Union upon receipt from the employee.  
63 A termination of allotment under this Section shall be effective with the first full pay period  
64 following an anniversary of the effective date when the employee's last dues-deduction  
65 allotment began, provided the revocation is received by Management within the time frame  
66 of Section 3104 above. Employees may obtain a Standard Form 1188 from the Payroll  
67 Office.  
68

#### 69 **Section 3108 Transmit To The Union Secretary-Treasurer**

70 Management shall transmit to the Union secretary-treasurer promptly, after each regularly  
71 scheduled payday, all of the following:  
72

- 73 1. Lists in duplicate of employees on voluntary dues allotments. Each list shall include the  
74 name and social security number of each employee on voluntary allotment and the  
75 amount of the allotment deduction made for each employee. Each such list shall include  
76 the total monetary amount of all such allotment deductions made for the employee  
77 members together with the total number of such allotment deductions.
- 78 2. An Electronic Fund Transfer to the Union in the amount equal to the grand total of all  
79 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 3 full  
3 years from the date of its approval by the Department of Defense. It shall remain in effect  
4 for additional one 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 prior  
10 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, is  
14 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 parties  
18 will meet for the purpose of negotiating new language that will meet the requirements of  
19 such laws or executive orders. Such amendments will be duly executed by the parties  
20 and become effective on the date or dates agreed to as being appropriate under the  
21 circumstances.
  - 22 2. It may be opened for amendments by the mutual consent of both parties at any time  
23 after it has been in force and effect for at least 6 months. Requests for such amend-  
24 ments by either party must be written and must include a summary of the amendments  
25 proposed. The parties shall meet within 14 calendar days after receipt of such notice to  
26 discuss the matter(s) involved in such request(s). If the parties agree that opening is  
27 warranted on such matter(s), they shall proceed to negotiate on amendments to same.  
28 No changes shall be considered except those bearing directly on the subject matter(s)  
29 agreed to by the parties. Such amendments as agreed to by the parties will be duly exe-  
30 cuted by the parties.
  - 31 3. It shall be opened for amendment upon written request of either party made within 30  
32 calendar days after receipt of any order, instruction or regulation of the Office of  
33 Personnel Management, Department of Defense, or the Department of the Navy which  
34 substantially alters the discretionary authority of Management with regard to any item  
35 dealt with in this Agreement. Requests for such amendments must include a summary  
36 of the amendments proposed and make reference to the appropriate order, regulation  
37 or instruction upon which each such amendment requested is based. The parties shall  
38 meet within 14 calendar days after receipt of such request to open negotiations on such  
39 matters. No changes shall be considered except those bearing directly on and falling  
40 within the scope of such order, regulation or instruction and the discretionary area which

41 the same delegates to Management. Such amendments as agreed to by the parties will  
42 be duly executed by the parties.

43

44 **Section 3203 Amendments To This Agreement**

45 Any amendments to this Agreement as agreed upon by the parties shall be promptly  
46 reproduced by Management and disseminated to all employees within the unit as mutually  
47 agreed.

48

49 **Section 3204 Exclusive Representation**

50 No agreement, alteration, understanding, variation, waiver or modification of any terms or  
51 conditions contained herein shall be made by any employee or group of employees with  
52 Management.

53

54 **Section 3205 Precedent**

55 The waiver of any breach or condition of this Agreement by either party shall not constitute  
56 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.

## **ARTICLE THIRTY-THREE**

### ***SPECIAL PROVISIONS***

1 **Section 3301 Alternate Dispute Resolution**

- 2 1. 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 2. The parties are committed to resolving differences in a spirit of cooperation, open  
7 communication and dialogue, and honesty, and to resolve such differences at the  
8 lowest possible level. The parties jointly encourage supervisors, managers, and  
9 employees to approach such disputes in a manner which will foster early and complete  
10 identification of the problem, and to jointly explore in a non-adversarial manner all  
11 available alternatives to arrive at a solution acceptable to all parties.
- 12 3. The parties agree to explore other methods of dispute resolution such as mediation, and  
13 to utilize such processes in an attempt to find more efficient, economical, and non-  
14 adversarial ways of resolving differences. Such alternate methods will be used upon  
15 mutual agreement of the parties and in conjunction with Article 20, Grievance Procedure  
16 and Arbitration.

17  
18 **Section 3302 Support Of Common Goals**

19 Management - union relations support of common goals

- 20 1. The Parties endorse the principle that the labor-management relationship is a local  
21 problem solving dialogue between equals and that day-to-day matters that arise at the  
22 work site should be addressed at the lowest level of management. In support of this  
23 principle, the Union representative will communicate directly with individual managers  
24 concerning local matters whenever possible. In like manner, management will  
25 communicate with designated Union representatives on local matters of mutual interest.  
26
- 27 2. The parties agree to work together to create a common understanding between  
28 stewards and supervisors of the interpretation and applicability of this Agreement.

## **ARTICLE THIRTY-FOUR CONTRACTING OUT**

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

2    The employer 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 bargaining 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 A-  
8    76 procedures or other applicable law or regulation.

9

# ARTICLE THIRTY-FIVE

## *FINANCIAL DISCLOSURE*

### 1 **Section 3501 Financial Disclosure**

2 Management and the Union agree to the implementation of the Financial Disclosure  
3 filing requirements and procedures set forth in DOD and Navy guidance, subject to the  
4 following:

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

## **ARTICLE THIRTY-SIX**

### ***FURLOUGH***

1   **Section 3601 Furlough**

2   When the workforce must be furloughed due to lack of funds, Management shall determine  
3   emergency essential activities that must continue during the period of the furlough. The  
4   Employer and the Union will negotiate over the impact and implementation of each  
5   furlough. .

## **ARTICLE THIRTY-SEVEN**

### ***DRUG TESTING***

1

#### **Section 3701 Policy**

3 The NUWC Division Keyport drug testing program is conducted in accordance with  
4 NUWCDIVKPT Directive 5355 and KPT 5355-01.

5

#### **Section 3702 Provisions Specific to BMTC Unit Members**

7

8 Additional provisions specifically applying to bargaining unit members have been  
9 negotiated and are contained at Attachment C to KPT 5355-01.

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## 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**