This is an electronic copy of the:

NEGOTIATED AGREEMENT BETWEEN NORFOLK NAVAL SHIPYARD AND THE TIDEWATER VIRGINIA FEDERAL EMPLOYEES METAL TRADES COUNCIL AFL-CIO WHICH WAS APPROVED 22 SEPTEMBER 1994, EFFECTIVE 22 SEPTEMBER 1994 (NNSY P12 720-10)

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Preamble

The following articles constitute an agreement by and between the Tidewater Virginia Federal Employees Metal Trades Council, AFL-CIO, hereinafter referred to as the Council, and the Norfolk Naval Shipyard, Portsmouth, Virginia, hereinafter referred to as the Employer. The Council is composed of affiliated local unions of national or international organizations. Those affiliated locals having members employed in the Norfolk Naval Shipyard are listed in Appendix 1 hereto.

Should any other AFL-CIO affiliated local union have members employed by the Employer within the bargaining unit described in Article 1, Section 2 and become an affiliated local union of the Tidewater Virginia Federal Employee Metal Trades Council and meet requirements of Public Law (P.L.) 95-454, such additional local union upon the written request of the Tidewater Virginia Federal Employees Metal Trades Council to the Employer shall become a signatory to this agreement as one of the Council's affiliated local unions. It is the intent of the parties to this agreement that its provisions be interpreted consistent with the provisions and intent of the Title VII, P.L. 95-454, which will contribute to an effective, and efficient work force and work environment for the Shipyard employees (i.e. an effective and efficient government).

ARTICLE 1

RECOGNITION AND UNIT DESCRIPTION

Section 1. The Employer hereby recognizes that the Council is the exclusive representative of all employees in the unit as defined in section 2 below. The Council is entitled to act for, and negotiate on behalf of all employees in the unit and is responsible for representing the interest of all employees in the unit with respect to grievances, personnel policies, practices, and other conditions of employment without discrimination and without regard to union membership.

Section 2. This Agreement is applicable only to employees in the following unit:

Included: All ungraded employees of the Norfolk Naval Shipyard including leaders; all Physical Science Technicians in the Radiological Monitoring Division, Radiological Control Office, all graded employees in the Inventory Division of the Supply Department and in the Fire Division of the Administrative Department.

Excluded: All inspectors, ship progressmen, ship schedulers, ship surveyors, planners and estimators, assistant planners and estimators, pattern makers, production shop planners (pattern makers), apprentice pattern makers, all employees who operate, repair and/or maintain cryptographic

equipment, professional employees, temporary employees with nonrecurring appointments for less than 90 days, guards and watchmen, management officials, supervisors, and employees described in 5 U.S.C.7112(b)(2), (3), (4), (6), and (7).

ARTICLE 2

PROVISIONS OF LAWS AND REGULATIONS

Section 1. It is agreed and understood that in the administration of all matters covered by this Agreement, officials and employees are governed:

a. by existing or future laws, executive orders, and statutes, and by government-wide rules and regulations of appropriate authorities;

b. by published Department of Defense and Navy Department regulations in existence at the time the Agreement was approved;

c. by applicable regulations of appropriate authorities, such as the Federal Labor Relations Authority; and

d. by subsequently published agency policies and regulations required by law.

The provisions of this section will apply to all supplemental, implementing, subsidiary, or informal agreements between the parties.

ARTICLE 3

RIGHTS OF COUNCIL

Section 1. The Council has the right and responsibility to:

a. represent the interests of all employees in the unit;

b. present its views to management on matters of concern, either orally or in writing;

c. meet and confer with management during the development of and prior to the implementation of, civilian personnel matters and practices which affect unit employees and are within the authority or discretion of management; and

d. enter into collective negotiations with the object of reaching an agreement applicable to all unit employees.

Section 2. One member of the Council Conference Committee will be allowed official time during new employee orientation in the Human Resources Office to discuss with newly hired unit employees, subjects which are mutually beneficial to the Council and the Employer. Provisions for such time will be coordinated with Code 1116.

Section 3.

a. The Employer agrees to provide Council with one bulletin board in each area under the control of each shop superintendent and in each fire station where unit employees are permanently assigned. These bulletin boards will be for the sole use of the Council and will be placed in a space mutually agreeable to the Council and the Employer. Each bulletin board shall be 3′ x 5′ glass enclosed with a lock and shall have attached to it a container to be used for the distribution of union material.

All material shall indicate it was issued by the Council shall be solely responsible for posting and removing material on the bulletin boards. Material shall not be posted or displayed elsewhere without prior approval from the manager responsible for the area.

b. the Council acknowledges that any material to be posted or distributed by the Council will not violate any law, the security of the Shipyard, or any provisions of this Agreement, and must not contain scurrilous, libelous, or slanderous material; and further, that violation of standards concerning content and distribution of literature will be grounds for revocation of this privilege.

c. The Council shall maintain the bulletin boards in good order and shall be responsible for posting the material thereon outside the normal working hours of those union officials who post material on the boards.

Section 4. It is agreed that the appropriate chief steward may represent a probationary employee during the meeting between the probationer and the shop superintendent when termination of the probationer is contemplated.

Section 5.

(1) The Council is responsible for representing the interest of all employees in the unit it represents without

discrimination and without regard to labor organization membership;

(2) The Council shall be given the opportunity to be represented at--

(a) any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment; or

(b) any examination of an employee in the unit by a representative of the agency in connection with an investigation if--

(i) the employee reasonable believes that the examination may result in disciplinary action against the employee; and

(ii) the employee request representation.

ARTICLE 4

RIGHTS OF EMPLOYER

Section 1.

(a) Nothing in this Agreement shall affect the authority of any management official of the Shipyard:

(1) To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

(2) in accordance with applicable laws--

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

(B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

(C) with respect to filling positions, to make selections for appointments from--

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source; and

(D) to take whatever actions may be necessary to carry out the agency mission during emergencies.

(b) Nothing in the agreement shall prelude the Shipyard and Council from utilizing Interest Based bargaining techniques and negotiation--

(1) As directed by Executive order 12871, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty,

or on the technology, methods and means of performing work. Day-to-day operations are not intended to be the subject of these negotiations. It is intended that changes in general conditions of employment, and significant changes in staffing patterns or technological methods and means of performing work affecting bargaining unit employees be the subjects of negotiations;

(2) Procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

(c) To these ends, the parties will enter into information sharing and/or consultations when management determines a need for change regarding the intended subjects, or at the request of the Council. It is agreed that the Council will be notified as early as possible in the planning stage for such changes, in order to allow meaningful discussion between the Council and cognizant management officials. The parties will utilize the following procedures in information sharing/consultations:

(1) The Council Conference Committee Chairman will be notified by the appropriate level of management, usually the person in the Shipyard who is responsible for initiating the

process of change for the matter involved, or the Head of Employee Relations Division. Should this be Council initiated, the Chairman of the Conference Committee will contact the Head of Employee Relations to initiate the information sharing/consultations.

(2) The parties shall meet as soon as practicable after the initial contact has been made to discuss the issue/interest. In this regard, the initiating party will provide the other party with any available background information on the subject prior to the meeting. The parties acknowledge that there may be emergent situations that call for immediate action. Depending upon the urgency of the situation, the parties will attempt to resolve each other's identified interests in a timely manner. In no case, will either party deliberately delay the process. These meetings shall have priority over normal business between the parties.

(3) Any agreements reached through these consultations will be put in writing and signed by the parties.

(4) Through information sharing, briefings or training, the Employer will provide to the representatives designated by the Council such information as is necessary for full and complete discussion of the subjects and issues involved. The Council will designate the five Conference

Committee members to serve as its representatives in these consultations.

(5) After full and complete consultations have occurred between the parties, either party may exercise its bargaining rights under Section 1(b) above.

(6) In the even the parties are unable to resolve Interest Base Bargaining issues, Mediation-Arbitration alternative dispute resolution process will be utilized to resolve the issue at dispute.

(7) All agreements reached between the parties will be developed/captured in writing and have joint rationale written as to the intent of said agreement.

(8) The parties will jointly publicize agreements reached under this article.

Section 2. Management and the Council shall apply all provisions of this Agreement fairly and equitably to all employees in the unit.

Section 3. The provisions of section 1 of this article shall apply to all supplemental, implementing, subsidiary, or informal agreements between the parties.

ARTICLE 5

RIGHTS OF EMPLOYEES

Section 1. It is agreed that each employee shall have the right to form, join, or assist any labor organization, or to

refrain from any such activity, freely and without fear of penalty or reprisal. Each employee shall be protected in exercise of such right, which includes the right to act for the labor organization in the capacity of a representative and the right in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and to engage in collective bargaining with respect to conditions of employment through their chosen representatives.

Section 2. It is agreed and understood that:

a. Employees shall be granted the right to Council representation only in accordance with the express provisions of this Agreement;

b. Employees shall be advised that they are entitled to Council representation before a discussion is held in a situation for which the Agreement specifies representation; and/or

c. Any unit employee may elect to decline Council representation or the presence of a Council observer in any situation for which the Agreement specifies representation; and when he does so, he shall have no representation or observer. However, the employee retains the right to change his mind at any time and request Council representation or observer.

Section 3. Employees shall not suffer loss of benefits provided by this Agreement while assigned to work at another activity or on a trial trip to the extent that the Employer retains administrative control and discretion over the benefit in question. It is agreed and understood, however, that employees will conform to the rules and regulations, including hours of work, in effect at the temporary duty activity.

ARTICLE 6

MATTERS APPROPRIATE FOR DISCUSSION AND NEGOTIATION

Section 1.

a. It is agreed and understood that matters for discussion or negotiation between the Council and the Employer cover employees in the unit only. Appropriate matters include conditions of employment, which means personnel policies, practices, and matters whether established by rule, regulation, or otherwise, affecting working conditions.

b. The Employer agrees that before issuing a new or revised shipyard directive (i.e., notice or instruction) containing negotiable provisions, a draft of the directive will be provided to the Council for review and comment. The Council will initiate one of the following actions within ten (10) work days of receipt; either

(1) submit written comments which will be considered by the Employer before the final directive is issued;

(2) request a meeting to discuss the provisions of the draft directive; or

(3) request the Shipyard negotiate on the negotiable provisions of the draft directive.

c. When the Council requests that the Shipyard negotiate on a matter under b.(3) above, the Council will be granted official time in accordance with the statue.

d. When the Council requests a meeting for the purpose of discussion between the Employer and the Council, such discussions will be exempt from the official time arrangements provided in paragraph c above.

e. "Negotiate" as used in this Agreement means Interest Based Bargaining techniques as defined in Article 4 and Appendix 4.

f. The words "consult or discuss" as used in this Agreement shall mean that the Employer will provide the reasons why a certain course of action is considered necessary and the alternatives available, if any. The council will be afforded the opportunity to comment or make recommendations on these courses of action or alternatives they may wish to put forth.

ARTICLE 7

COUNCIL REPRESENTATION

Section 1. The Employer will recognize the Council Officers, Conference Committee Members, Stewards, Chief Stewards,

International Representatives, and Metal Trades Department Representatives designated by the Council to represent the Council in dealing with the Employer concerning provisions of this Agreement. The Council will keep the Employer advised in writing of the names of the aforementioned persons.

a. The point of contact for all unit matters will be the Chairman of the Conference Committee unless specifically designated otherwise by the Chairman. All correspondence regarding unit matters will be addressed to the Chairman. There shall be a Conference Committee composed of five members, including the Chairman. The Conference Committee's duties include, but are not limited to: consultations with senior level managers, mid-term negotiations, investigation of and presentation of Council grievances/concerns, policing the use of official time by Council representatives, and other appropriate business under the terms of this Agreement. It is recognized that up to forty hours of official time per week may be required by each member of the Conference Committee to serve the mutual representational interests of the Shipyard and the employees in the unit.

b. The Employer agrees to furnish the council with suitable office space in a mutually agreed upon location. The Employer agrees to furnish office equipment equivalent to that historically provided.

c. It is agreed and understood that whenever possible, space in the shops, when available, will be provided by the shop superintendents for use by Council representatives during working hours to discuss appropriate representational Employer/Council business with individual employees.

d. The Council shall supply in writing and maintain with the Employer (Codes 1110 and 1116) on a current basis the names of the Chairman of the Conference Committee, its members, and all Council officers.

Section 2.

a. The Employer recognizes the Council's need for stewards and chief stewards authorized to act on behalf of the Council. The number of stewards will not exceed the ratio of one (1) per one hundred (100) employees in the unit with the exception of the Fire Department which is addressed in Article 38. There will be one (1) chief steward per major trade not to exceed a total of twenty-two (22). Chief stewards will function within a Department, i.e. Production Department, Supply Department, Fire Department, and Code 105.3.

b. It is the responsibility of the Council to appoint, direct, assign, retain, replace, suspend, or dismiss the Conference Committee, the chief stewards, and any Representative of the Council in such functions which fall within the scope of authorized activities of the Council as the Exclusive

Representative of the unit. In this regard, the Council will provide Code 1116, Division Heads, Shop Superintendents, Department Heads, and the Shipyard Commander a current list of names of all Council representatives and the trades/areas where such representatives are authorized to act on behalf of the Council. The Council will assign each steward within his or her trade, wherein he or she will be authorized to carry out representational activities within an organizational component or geographic area. As an exception to the above, the Council may assign a steward of any trade to represent employees on a project or on the back shifts, regardless of trade. The Council will further assure that stewards will not perform representational activities in any area, project, or organizational component other than that which appointed and assigned.

Section 3. The parties jointly agree to a goal of reducing costs and resolving conflicts in the work place at their lowest level. It is recognized that meeting such a goal will require a good faith effort on both parties. Toward this goal, the parties jointly agree to establish a budgeted "Bank" of hours for use by the Council so as to provide for adequate representation of the bargaining unit.

a. Recognized and identified officers, Conference Committee members, chief stewards, and stewards shall be allowed official

time for conducting labor-management business in an amount not to exceed 46,000 hours per year. This "official time" shall be placed in a "bank" which the Council's representatives will charge against for conducting appropriate labor-management business.

b. The aforementioned figures shall be computed on an annual basis beginning each fiscal year (October 1) for the life of this Agreement and any extensions thereof. The parties agree that the Council will be allocated half of these hours each six months (twice per fiscal year - at the beginning of the year and midterm) in a lump sum. There shall be no carryover of time from year-to-year, and the number of hours in the bank will be reviewed by the parties at the beginning of each fiscal year to determine if adjustments need to be made. The Council agrees to jointly manage the use of this official time to ensure that the total authorized time is not exhausted. The Employer agrees to furnish the Council a computer read out of all official time charged against the "bank" once a month, listing each individual Council representative, dates of usage, and organizational component the representative is from. Further, the listing will indicate the total percent of usage to budget to date. In the event all allocated funds have been exhausted by the Council, representatives may not charge any additional hours against the Council's "bank" of hours. In that event, the officers, chief

stewards, and stewards agree to request annual leave or leave without pay for conducting labor-management business that was chargeable against the "bank". It is understood by the parties that the aforementioned time is to be used for appropriate labor-management business and the Council will not conduct internal affairs of the Union, including solicitation of member ship and activities concerned with the internal management of the Council such as: the collection of dues and assessments, membership meetings, campaigning for office, conducting elections, distribution of literature and authorization cards during working hours.

c. For the purposes of this Agreement, Official time is defined as: all activities when Council representatives are engaged in authorized Employer/Council business. Exceptions are wage surveys, Combined Federal Campaign activities, shop and group safety meetings. This time is to be accounted for under other charges.

d. Council representatives, when desiring to stop work to transact labor-management business, shall first obtain approval from the immediate supervisor. Unless the supervisor determines that the representative is assigned to an urgent job or one that if interrupted would adversely affect the schedule, the representative is permitted to leave his/her job to take care of the labor-management business. If he/she desires to contact

another employee before leaving his/her job, he/she will make arrangements with the supervisor of the employee to determine if the employee will be available. If the requirements of the job are such that the representative cannot be excused at the time requested, he/she shall be retained in a work status. However, the supervisor will arrange for a mutually acceptable time for the representative to accomplish the Labor-Management business. If the employee to be visited cannot be excused due to work requirements, the supervisors of the representative and employee will arrange for a mutually acceptable time (within one work day under normal circumstances).

e. It is agreed that Council stewards will obtain permission to leave a work area by use of a form mutually acceptable to the Council and the Employer, which will include information on the location, nature of business to be transacted, date and time. Labor distribution entries required by the Employer's job order procedures will be entered by the supervisor/manager. Upon completion of steward's business the completed form will be returned to the supervisor/manager with a copy sent to the Council.

f. Permission to leave his/her job will be obtained from his/her immediate supervisor if available. If the immediate supervisor is not available, the next level of management will be contacted and permission will be obtained prior to departure.

g. Code 1116 may contact the Chairman of the Conference Committee in cases where there are reasons to believe there is abuse of official time by a representative of the Council and will provide the name and reasons abuse is suspected. The Chairman will investigate the circumstances and make a written report of his or her findings along with whatever action is deemed appropriate to correct the situation to Code 1116 and the President of the Metal Trades Department. If the Employer does not agree with report of the corrective action, the Chairman of the Committee will request the Metal Trades Department to send a representative to meet and resolve the matter. A copy of the written request will be provided to Code 1116. Failure to resolve the matter at this level would entitle the Employer to invoke arbitration procedures.

Section 4.

a. It is agreed and understood that when a Council representative is detailed or temporarily promoted to a supervisory position, said employee will not function as a representative nor will he/she be recognized as such for the duration of the detail or temporary promotion. The Council will be notified of all such details and temporary promotions.

b. The Employer agrees that no Council representative will be denied any right, privilege, or normal person to person communications at the work place (provided there is no

interference with production) solely because of his/her recognized and authorized Council activities and responsibilities in accordance with the provisions of this agreement or contrary to the meaning of the provisions of the Federal Labor-Management Relations Statue, 5 USC 71. However, misconduct as an employee may subject an employee, who also is a Council representative, to discipline or adverse actions.

Section 5.

a. The Employer agrees that Council officers/employees not employees of the shipyard, Metal Trades Department representatives, or representatives of affiliated International Unions as listed in Appendix 1 will, be permitted access to the shipyard subject to normal internal security requirements. In this regard, the Council will inform the Head of Employee Relations Division of the Human Resources Department in advance of the arrival of said representative(s) to make necessary arrangements for temporary vehicle pass and badging requirements.

b. Metal Trades Department Representatives, representatives of affiliated International Unions as listed in Appendix 1, and Council Officers not employees of the shipyard will only deal with levels of management at the Group Superintendent, Division Head and above.

Section 6.

a. The employer agrees that the Council will be given the opportunity to be represented at formal discussions and take part in these discussions when held at the superintendent/deputy superintendent level or higher between the Employer and employees concerning personnel policies, practices or general conditions of employment.

b. It is agreed that the Council will be given the opportunity to be represented at adverse action hearings conducted by the Merit Systems Protection Board when other than a Council representative serves as an employee's representative, provided this arrangement is satisfactory to the Administrative Judge. It is understood that such attendance is off the clock. If an EEO hearing is conducted by the Shipyard Commander or his designated representative, the Council will be afforded an opportunity to be present. If the EEO hearing is conducted by an Agency other than the shipyard, Article 8, Section 3 shall apply.

c. In all such cases outlined above, the shipyard will give the Council written notice of the time, date and location of all such hearings, well in advance of the hearing dates so as to allow scheduling of Council attendance.

d. These provisions do not preclude supervisors from dealing with individual employees on matters affecting them as individuals.

e. Informal person-to-person discussions between supervisors and employees are necessary and common-place occurrence at the work place and will be utilized fully in efforts to maintain productivity. To this end, employees may bring matters of personnel concern to the attention of appropriate supervisors.

f. There is no need for employee representation during discussions held under "c." and "d." above. However, such discussions will not replace nor substitute for discussions with Council representatives when such discussions fall within the scope of this Agreement.

g. The parties agree to utilize joint-training, where appropriate, on the provisions of the Agreement and alternative-dispute resolution/conflict resolution techniques.

Section 7.

a. Chief stewards will normally be retained on the day or first shift during their term of office. Reassignments to other than the day shift may be made when consistent with the Employer's work and skill requirements. The Employer agrees to notify the chief steward as far in advance as is possible, under the circumstances, prior to any necessary shift change.

b. The Employer agrees upon request of the Council to consider the work area/work shift reassignment of personnel to accommodate assignments of representatives as defined in Article

7 Section 2. However, such reassignments must be consistent with workloads, trade skills, and meet the needs of the Employer. Representatives who must be changed from one shift to another must be given the same required notice for shift change as other employees.

ARTICLE 8

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Council and the employer recognize that discrimination because of age, race, color, sex, religion, national origin, or handicap (physical and mental) will not be tolerated at the Norfolk Naval Shipyard. Both parties recognize the desirability of open channels of communication between unit employees and management on EEO matters and shall encourage and require the pursuit of this objective.

Section 2. An employee in the unit who feels he/she has been discriminated against has the right to discuss his/her complaint with an Equal Employment Opportunity Counselor and may file a formal EEO complaint in accordance with existing regulations. In addition, the employee will be advised that he/she may choose to have a personal representative from the Council when filing a formal complaint and/or when discussing the complaint with the counselor. The counselor will, as he/she finds it necessary, meet with the complainant in relative privacy near the employee's work site.

Section 3. Unit employee witnesses who are called upon to testify at the hearing concerning complaints of discrimination shall be free from restraint, interference, coercion, discrimination, or reprisal in presenting their testimony. It is understood that such employees are fulfilling their obligation in providing such testimony, and neither the Council nor the Employer will initiate reprisal against an employee for testifying. However, employees who knowingly make false or slanderous statements during their testimony may be subject to disciplinary action.

a. The Employer agrees that a Council representative designated in writing by a Shipyard employee to serve as his personal representative in a formal discrimination complaint procedure will be allowed time on the clock to so serve within the limits permitted by applicable law and regulation.

b. It is agreed and understood that a Council representative shall be permitted to attend the post-investigative discussion between the Shipyard Commander and a unit EEO complainant. Time spent by the Council representative shall be on official time.

Section 4. The Employer shall furnish the Council with a copy of the Shipyard's annual progress report on the EEO program.

Section 5. The Employer shall furnish each chief steward with a copy of the Shipyard's Affirmative Action Plan.

Section 6. The Council recognizes its obligation to fully support the Shipyard's policy and program of fully integrating its work force. In this regard, the Council agrees to support and participate in the Shipyard's program to further the opportunities, development, and use of both women and minority group members. The Council further recognizes the need for and will encourage unit employees to serve as members of the EEO Advisory committees when appointed.

a. The Council recognizes its responsibility to recommend action or take action within its scope to remove conditions that lead to discrimination or the appearance of discrimination. Additionally, the Council accepts its responsibility to further by word and deed the objective of equal opportunity for all persons.

ARTICLE 9

MERIT PROMOTION PROGRAM

Section 1. The Employer agrees to fill vacancies or make promotions of unit employees in accordance with this Agreement where applicable and the Shipyard's Merit Promotion Program.

Section 2. The Employer agrees to negotiate with the Council on contemplated negotiable changes to the Merit Promotion

Program prior to effecting such changes. Negotiation will be in accordance with P.L. 95-454.

Section 3. It is agreed and understood that grievances arising under the Merit Promotion Program will be submitted for resolution under the section of the negotiated grievance procedure in this Agreement, specifically provided for Merit Promotion Program grievances.

Section 4.

a. No employee may be temporarily promoted or detailed to higher level positions in excess of 120 calendar days in a 12-month period dating from the first day of the first temporary promotion or detail unless he was selected from a properly issued completed promotion certificate.

b. A unit employee temporarily assigned to a foreman position where a need of 31 days or more exists will be temporarily promoted.

c. Any unit employee temporarily assigned to a higher paying job in the unit shall be temporarily promoted where a need of 31 days or more exists.

Section 5. An employee who has been denied promotion consideration through error shall be given priority consideration for the next appropriate vacancy.

Section 6. All job announcements concerning positions in the unit will be posted on Shipyard bulletin boards. The Council

will be provided with 16 copies of such announcements. Such announcements will be open for receipt of applications for a minimum of 12 working days.

ARTICLE 10

PERSONNEL MOVEMENTS IN REDUCTION IN FORCE AND REHIRING

Section 1. The Employer agrees to enter into discussions with the Council prior to conducting a Reduction in Force. These discussions are part of "RIF pre-planning." The Council will be included in the "pre-planning" of any RIF that would affect bargaining unit employees. The Employer will consider the views of the Council and any suggestions the Council might have in regards to methods or ways to reduce the scope or impact of the need to carry out a Reduction in Force. In this regard, the Employer will enter into information sharing with the Council not prohibited by law and in the spirit of Executive Order 12871.

Section 2. The Employer will provide an "Outplacement Center" for employees affected by a Reduction in Force. The Council will assist the Employer in joint employee counseling and job search programs. The Council will provide for a sufficient number of union representatives at the Outplacement Center for joint employee counseling. The Council will work with the Employer in scheduling appointments of employees for

the initial RIF counseling. The Council will make information available on any known job openings through local union hiring halls, etc.

Section 3. The sole and exclusive appeals procedure for use by bargaining unit employees in Reduction in Force actions will be to the United States Merit Systems Protection Board.

Section 4. All Reductions in Force will be carried out in compliance with applicable laws, regulations, and this negotiated agreement. The Employer agrees that reemployment priority lists, repromotion eligibles, etc., will be strictly in accordance with controlling regulations so as to protect the rights of adversely affected employees.

Section 5.

a. In the event of a Reduction in Force, the Employer will provide the Council with three retention registers and access to information necessary for the Council to carry out its duties as the exclusive representative of bargaining unit employees. Upon release of RIF information to the Council, the Employer will include a Privacy Act summary to the Council as a reminder of the importance of safeguarding this sensitive information. It is agreed that employees should receive official notification from the Employer **before** any information is given out by the Council. Unauthorized disclosure of this sensitive information

should be reported to the Chairman of the Conference Committee or the Employer, as appropriate.

b. In the RIF pre-planning process, the Employer will share information with the Council. The parties agree that such confidential, business-sensitive information should be safeguarded against unauthorized, public disclosure. There will be no unauthorized copying of RIF information provided by the Employer.

Section 6. The competitive area for reduction in force purposes is the Norfolk Naval Shipyard.

ARTICLE 11

APPRENTICE PROGRAMS AND TRAINING

Section 1. Consistent with the variables of workload, manpower allowances, and labor supply, the Employer will seek to maintain an appropriate balance of trainees in relation to the number of journeymen in the trades within the unit. The Council will fully support and cooperate with the operation of the training program.

Section 2. The Employer and the Council mutually agree to exert a continuing effort to strengthen and improve the skills training program. The Employer will discuss with Council officials appropriate suggestions and recommendations presented by the Council relative to the skills training program.

Section 3. It is agreed that training shall be conducted utilizing Government or non-Government facilities as required. On-the-job training will comply with approved training plans and expose the apprentice to a variety of assignments of increasing complexity and responsibility consistent with mission and existing and projected workload requirements. The apprentice training plan for each shop or trade will be made available to the appropriate chief steward for review upon request.

Section 4. The Employer agrees that the Shipyard's apprentice program will be administered in accordance with Shipyard instructions and other related official documents.

Section 5. Upon satisfactory completion of scheduled academic and shop training, apprentices shall be issued a certificate indicating successful completion of their apprenticeship. In addition thereto, apprentices shall be promoted to the journeyman level rating, consistent with the exercise of statutory management rights.

Section 6. The Employer agrees to consider requests from apprentices who graduate in the upper 10 percent of their class for their choice of available shop assignments.

a. It is understood, however, that such assignments are subject to change based on the needs of the Employer.

Section 7. The Employer will provide each apprentice a set of drawing instruments and appropriate textbooks for his use

during the academic phase of his apprenticeship. The Employer will also provide each apprentice who so requests with a toolbox with the basic tools of his trade for his use during his tenure as an apprentice in the Norfolk Naval Shipyard. Tools and toolbox will be issued to the apprentice at such time as the Employer determines he will need them to perform his on-the-job training. Each employee issued a set of instruments, textbooks, tools, and toolbox will be held accountable, and beginning with the first apprentice class after the effective date of this agreement, the apprentice will return to the Employer all the above issued items prior to his/her graduation. The Employer agrees to notify the apprentice and provide him with a list of the required basic tools of his trade at least 30 days prior to the apprentice turning in his tools.

Section 8. The Employer will recognize one Council steward to represent all apprentices in the academic phase of the apprentice program; this steward and an alternate to act in his absence shall be specifically designated in writing by the Council.

Section 9. Homework assignments during the academic phases of apprentice training will be consistent with usual academic requirements for normal students taking such course(s) and will be that which the instructors determine can be accomplished during assigned study periods. It is agreed that those

individuals unable to complete classwork or homework assignments during study time allowed on the clock shall be expected to complete the assignments on their own time in order to maintain satisfactory performance.

Section 10. It is understood that in the academic training of apprentices, prime consideration is given to the kind, scope, and depth of instruction needed to satisfy the academic requirements of the respective apprenticeship. When in meeting these requirements a course is given that automatically carries college credit, then such credit may be awarded to the apprentice by the college. The Employer recognizes such credits as welcome but an incidental by-product of Shipyard required academic development.

Section 11. As permitted by work requirements and individual ability, training assignments will be made with the purpose of exposing apprentices to a variety of jobs with increasing complexity and responsibility. Successful completion of an apprenticeship is not dependent upon the length of time spent in training but by the demonstration of successful performance in the major occupational areas of the target journeyman position. Areas listed in the respective training plan and the time indicated for each are intended as guides to be followed in developing a competent journeyman. The times reflected are the average time required to be able to perform adequately in the

area. Some apprentices may require more exposure; some less. The time actually spent in each area will vary according to the work demands and capabilities of the apprentice. During the course of the entire apprenticeship the apprentice must demonstrate an acceptable level of performance in each area before that area is considered completed.

Section 12. The requirement to instruct apprentices on-the-job is a normal expectation of journeymen mechanics. Supervisors will give consideration to this requirement when evaluating the mechanic's productivity.

Section 13. The parties agree to encourage employees to increase their education and to recognize and pursue self-development accomplishments as they relate to the job. The Employer recognizes the benefits to the Shipyard to be derived from broadening the base of employees' skills. To this end, the Employer will identify and provide training required to enhance work performance and broaden employees' capabilities in the various skills encompassed by their particular trade. Such training will be provided where it is possible to do so without detriment to the quality, quantity, and cost of production and when budgetary allowances permit the attendance of employees at specialized training courses.

Section 14. It is agreed and understood that the Employer utilizes skills assessment surveys for training development and

research purposes. The parties agree that the information collected through the skills assessment surveys for Training will not be used directly against an employee for disciplinary or performance-based actions. The information will be used to determine training needs for current and future employees.

ARTICLE 12

CHANGES IN JOB AND POSITION DESCRIPTIONS

Section 1. In any wage and classification case where action is proposed to substantially modify the job description of any position in the unit, a copy of the proposed job description will be provided to the chief steward.

Section 2. Any employee in the unit who feels that his job or position is improperly rated or classified shall have the right to request his shop superintendent to review his job rating or classification. The employee may be accompanied by his Council chief steward in presenting his request and discussing it with the shop superintendent. Thereafter, if he still believes his job or position to be improperly classified and he desires to appeal, he will do so through the appropriate statutory appeal procedure. When processing a rating determination or classification appeal and work site audit is conducted, a representative of the Employer will talk personally with the appealing employee or with at least one employee if a

group appeal. The Employer agrees to consider fully any information the Council may present in writing. If a satisfactory resolution of the employee's appeal is not reached, the Employer will forward the appeal as prescribed in the appropriate appeal procedure.

Section 3. The Employer agrees to retain unit employees who are adversely affected by technological change within the limits of the employees' existing academic and physical qualifications and consistent with the Employer's operational needs.

Section 4. Unresolved questions concerning the assignment of an employee to work other than that covered by the official description of the position in which he is employed may be taken up under the grievance and arbitration procedure.

Section 5. Each employee will, upon request, be furnished a copy of his current job description.

Section 6. The Council will, upon request, be furnished with unit employees' job descriptions, job grading standards, and/or any related material in connection with a grievance/appeal.

Section 7. During the course of the annual review of job assignments if any employee disagrees with his supervisor on the adequacy of his job description, the dispute will be handled in accordance with the provisions of section 2 of this article. It is further agreed that during this review, an employee will be provided a copy of his job description to verify the adequacy.

Section 8. An employee of the unit may initiate a job grading appeal at any time. The correctness of the grade, title, or series assigned his position are matters appropriate for appeal.

ARTICLE 13

ENVIRONMENTAL PAY

Section 1. The Employer shall maintain the objective of eliminating or reducing to the lowest possible level all hazards, physical hardships, and working conditions of an unusual nature. When such action does not overcome the unusual nature of hazard, physical hardship or working condition, an environmental differential shall be paid in accordance with the provisions of sections 2 and 4 of this article.

Section 2. Where the Employer determines that a wage grade employee is assigned to and performs within one of the authorized work situations described in this section the appropriate environmental pay differential will be paid.

PART I Payment on Basis of Actual Exposure

A. High Work - differential 25%

(1) Working on any structure at least 100 feet above the ground, deck, floor or roof, or from the bottom of a tank or pit;

(2) Working at a lesser height:

(a) If the footing is unsure or the structure is unstable; or

(b) If safe scaffolding, enclosed ladders or similar protective facilities are not adequate (for example, working from a swinging stage, boatswain chair, a similar support); or

(c) If adverse conditions such as darkness, steady rain, high wind, icing, lightning, or similar environmental factors renders working at such height (s) hazardous. Height will be determined by measuring the distance between the point at which the employee is working to the point to which the employee would fall in the event of an accident. When the conditions set forth above are satisfied, the work situations listed below shall be paid.

Authorized work situations:

1. Installation or removal of staging on ship masts or other high structures above 30 feet in height.

2. Working from boatswain chair, swinging stage, or personnel box when suspended from ship’s structure, crane, or mobile equipment such as giraffes, high lift/reach, when working above the 30 foot waterline marker (arabic numerals) while working in the drydock or from above-mentioned equipment outside the drydock when working from heights above 30 feet.

3. Performing authorized work operations on top of crane cabs, booms, and portal cranes outside of catwalks or when working on catwalks or ladders with flexible lifelines (e.g., cable, rope, chain, etc.).

4. Working from masts, staging, or yardarms under adverse conditions such as steady rain, high wind, icing, lightning or similar environmental factors render working at such heights hazardous.

5. Working on masts and yardarms where staging is not provided.

B. Dirty Work - Differential 4%

Performing work which subjects the employee to soil of body or clothing:

(1) Beyond that normally to be expected in performing duties of the classification; and

(2) where the condition is not adequately alleviated by the mechanical equipment or protective devices being used, or which are readily available, or when such devices are not feasible for use due to health considerations (excessive temperature, asthmatic conditions, etc.); or

(3) when the use of mechanical equipment, or protective devices, or protective clothing results in an unusual degree of discomfort. When conditions are such that protective clothing does not prevent soil of the body and personal

clothing, dirty pay is considered appropriate. When the conditions set forth above are satisfied, the work list below shall be paid.

Confined Space is defined as an area with restricted or difficult access, bound by solid walls, partitions or barriers on four of more sides such that the air quality is significantly degraded by excessive dust or fumes due to the application or removal of surface covering such as paint, lime, cement wash, chrome ore, or bituminous composition.

Close Proximity is defined as working within a maximum radius of 15 feet or an assigned work operation which causes excessive dust or dirt and subjects the employee to soil of body and/or clothing beyond that normally to be expected in performing the duties of his trade.

Authorized work situations:

1. Working in confined areas where there is dust or dirt caused by:

(a) Mixing or grinding hydrocal.

(b) Working in confined areas spraying paint. Also applies in unconfined areas except when in a booth or cabinet for that purpose or behind a water spray curtain.

(c) Cement spraying, wetblasting, spraying solvents, or spraying hot bitumastic compounds.

(d) Removing old paint using paint remover.

(e) Cutting out tubes in water or fire tube boilers.

(f) Performing carbon arc cutting.

(g) Working in confined areas when sandblasting operation is being performed.

2. While actually performing the following operations in drydocks.

(a) Shop 71 employees performing sandblasting.

(b) Hooking up or removing temporary sewage system.

(c) While working in contact with expelled sewage in the drydock.

(d) Employees engaged in cleaning drydock water pump suction chambers.

3. Working inside and under boilers and associated equipment such as boiler drum internals (except new).

4. Working inside uptakes and stacks (except new).

5. Employees whose assignments require them to conduct surveys and perform services or repairs inside uncleaned submarine tanks or on oil, grease, or sludge fouled spaces aboard ships. Such spaces include voids, cofferdams, bilges, pumps, and ballast storage as well as catapult troughs when greasy or otherwise dirty.

6a. Employees cleaning miscellaneous pressure vessels where extremely dirty conditions exist.

6b. Employees assigned to work in uncleaned sonar domes.

7. Employees assigned to work in flooded or fire damage compartments until cleaned out.

8. Working on masts and yardarms covered with soot.

9. Removing greasy vent(s).

10. Employees sanding or grinding terrazzo decking.

11. Employees engaged in operating of skimmer barge in the process of harbor oil recovery and debris removal.

12. Working in sewer pits, salt water intake tunnels, excavating, and repairing pipebreaks in muck.

13. Employees assigned to operate a bulldozer on coal, garbage, or trash dumps as well as those employees assigned to unloading coral gondolas or moving fly ash.

14. Employees engaged in applying cosmoline or grease to heavy machinery as well as employees engaged in applying hot beeswax or other similar preservations where the operator is required to wear a force-feed air mask or other discomforting equipment.

15. Working in uncleaned arresting gear engine accumulator cylinder during or immediately after honing operations; disassembly of uncleaned arresting engines and sheave assemblies.

16. Employees who work in crane guide roller paths.

17. Employees working on elevators when exposed to "Cellolube."

18. Employees who must work under piers in an accumulation of water, slime muck and oil.

19. Employees engaged in repairing coal chutes, conveyors, or bunkers.

20. Employees handling boiler casings when covered with combination of oil and soot.

21. Employees working in boilers, furnaces, or incinerators which require removal or refractories such as brick, chrome ore, or insulating brick which generate excessive amount of dust.

22. Employees engaged in the chemical cleaning of boilers in the following situations:

(a) Chemical cleaning of steamsides starting when chemicals are put into the first boiler to be cleaned and terminating when last boiler has been completed.

(b) Water washing of firesides and stacks.

(c) Mechanical cleaning with power drive tools inside and outside of drums, headers, casing, and tubes.

23. Employees engaged in cleaning ship's piping in shop area when lye or muriatic acid solutions are used; also, flushing and cleaning shipboard piping systems or components using acid solutions.

24. Employees performing work in caissons below water level if muck or sea growth is present.

25. Employees cleaning sand-handling pits containing carbon and dust.

26. Employees engaged in machining melomine units when machinery operation creates an unusual amount of dust.

27. Employees engaged in grinding, cleaning, or testing operations performed inside tanks.

28. Employees engaged in the internal cleaning or repair of uncleaned dust collectors.

29. Working in close proximity to spray painting operations.

30. Working on uncleaned forced draft blowers and inlets which are exceptionally dirty.

31. Employees engaged in disc sanding, grinding and cutting (including the use of burring) materials which create excessive dust in a confined space.

32. Employees, except in the rating of electroplater, engaged in removal of sludge and cleaning of electroplating tanks requiring protective clothing and respirators.

33. Employees engaged in cleaning pits under shop machinery when there is a substantial accumulation of water, oil, sludge, and trash.

34. Repairing sandblasting machinery which has not been cleaned and contains an accumulation of grit and metal particles.

35. Employees working under uncleaned jet blast deflector panels or while disconnecting jet blast deflectors operating machinery.

36. Crane operators working in confined cab of crane in the foundry during the time when large molding operations are in process which result in and subject the operator to excessive fumes, smoke, dust, and sand particles beyond that normally encountered by crane operators and which significantly exceed those conditions envisioned by the OPM job grading standards for crane operators.

37. Crane operators working in confined cab of crane in the forge shop during major forging operations which result in and subject the operator to excessive fumes belching from gas furnaces beyond that normally encountered by crane operators and which significantly exceed those conditions envisioned by the OPM job grading standards.

38. Employees assigned to air-arc gouging of ferrous materials in confined spaces requiring the use of an airline respirator due to excessive dust created by use of this process.

39. Unit employees on loan working in the salvage yard work areas of the Defense Supply Agency segregating, storing,

loading, or unloading scrap or salvage material in which there are present metal dust or shaving, fiberglass, acids, oil, grease, other liquids, and hand-pulling wire rope in or out of containers where such rope is dirty, greasy, and rust covered which soil the body or clothing beyond that normally expected.

40. Employees assigned to machining carbon packing when such work creates excessive carbon dust.

41. Employees removing machinery or piping components where hydraulic oil, lube oil, or grease exists which causes excessive soil to personal clothing and body.

42. Employees assigned to grinding steel, bronze, brass, or aluminum where an excessive amount of dust requires wearing of safety glasses or other eye protection and appropriate breathing devices.

43. Employees engaged in the application or removal of preservatives in a confined space when subject to oil mist from spraying.

44. Employees assigned to welding bronze propellers, using MIG (GMAW) welding process, where airline respirators are required due to fumes and smoke.

45. Employees engaged in submarine battery operations involving exposure to electrolytic solutions, acid fumes, salts, and flakes, and hydrogen gas. Such operations include removal and installation of battery cells from submarines battery wells;

stripping and cleaning cells; mixing electrolyte; initially filling and adjusting cells; and the simultaneous charging of two or more batteries of 126 cells or one 504 cell battery.

46. Removing and replacing boiler drum internals or desuperheaters.

47. Cleaning handhole and manhole seats with power driver brushes reseating (standard procedure only), and grinding in the process of oversize hole repair.

48. Employees engaged in exploring cracks and removing excess metal from inside water drums by grinding when it is necessary to enter drums to perform the operations.

49. Employees engaged in splitting specimen tubes on band saw for inspection purposes.

50. Oilers assigned to oilers duties in the foundry.

C. Cold Work – differential 4%

Working in cold storage or other climate controlled area where the employee is subject to temperature at or below freezing.

Authorized work situations:

None.

D. Hot Work - differential 4%

Working in confined spaces wherein the employee is subject to temperatures in excess of 110 degrees Fahrenheit.

Confined spaces are defined as any congested space of physically limited access that cannot be opened to natural ventilations.

Authorized work situations:

(1) Working in steam tunnels and manholes containing steam or hot water lines.

(2) Working inside ship tanks, steam, or mud drums which have been heated by operations in adjacent areas.

(3) Working fire, boiler, or machinery spaces when temperatures in the area cannot be reduced by ventilation equipment.

(4) Working in machinery spaces to remove, install, or test mechanical piping or electrical lines or equipment.

(5) Working in fire rooms while boilers are in operation.

(6) Working on boilers, forced-draft blowers, pumps, and valves under streaming conditions or immediately after securing.

(7) Entering boiler firesides for inspection or minor repair work when boiler has been recently secured.

(8) Steam cleaning boiler firesides.

(9) Work on or in vessels such as steam accumulators when preheated for welding repairs.

(10) Working in attics where temperatures exceed 110 degrees.

E. Welding Preheated Metals - Differential 4%

Welding various metals or performing an integral part of the welding process when the employee must work in confined spaces in which large sections of metal have been preheated to 150 degrees Fahrenheit or more, and the discomfort is not alleviated by protective equipment which must be worn. Confined spaces are defined as any congested space or physically limited access that cannot or may not be opened to natural ventilation.

When these conditions are met the following work situations shall be paid.

Authorized work situations:

(1) Welding high yield steel frames, bulkheads, and other ships' parts under conditions specified above.

F. FIBROUS GLASS - Differential 6%

Working with or in close proximity to fibrous glass material which results in exposure to the skin, eyes, or respiratory system to irritating fibrous glass particles slivers where exposure is not practically eliminated by the mechanical equipment or protective devices being used.

Close proximity is defined as that area where fibrous glass work is involved to the extent that the area is restricted for entry through roping, barrier, and/or posting.

Employees working with or in close proximity to fibrous glass operations will be required to wear protective clothing and/or

devices normally provided by the employer which are appropriate to the conditions of the job.

Authorized work situations:

(1) Operations involving employees grinding, cutting, sewing, installing or removing fibrous glass materials such as insulation, false or acoustical ceilings, rock wool, etc. which creates excessive dust or airborne fibers that is not practically eliminated by the use of safety devices or protective equipment.

G. PRESSURE CHAMBER AND CENTRIFUGAL STRESS

Exposure in pressure chambers which subjects employee to physical stresses or where there is potential danger to participants by reason of equipment failure or reaction to the test conditions; or exposure which subjects an employee to a high degree of centrifugal force which causes an unusual degree of discomfort.

Authorized work situations:

(1) Employees engaged in the installation, testing, maintenance, and operation of a sonar dome rubber window and associated equipments while subjected to pressurized (12 psig) environment.

H. FLYING - Differential 100%

Participating in flights

Authorized work situations:

(1) Participating in fixed-wing flights involving the launch or recovery aboard an aircraft carrier.

(2) Participating in helicopter flights for the purpose of being transported to land aboard a ship without a launch pad. Flight time is payable only during the period when the helicopter is hovering or maneuvering below 500 feet in preparation of disembarking an employee.

PART II, Payment on basis of Hours in a Pay Status

A. ASBESTOS - Differential 8%

Working in an area where airborne concentrations of asbestos fibers may expose employees to potential illness or injury and protective devices or safety measures have not practically eliminated the potential for such illness of injury.

Working in an area is defined as that area where asbestos work is involved. Normally that area will be restricted through roping, barriers, and/or posting. Normally no other work should be performed within the designated areas while asbestos handling or rip-out is in process.

Employees working within areas as defined above will be required to wear protective clothing and/or devices provided by the Employer which are appropriate to the conditions of the job. Authorized work situations:

(1) Employees performing or exposed to asbestos rip out operations.

(2) Employees exposed to handling, cutting, or sewing asbestos materials.

B. DUTY ABOARD SUBMERGED VESSELS - Differential 50%

Duty aboard a submarine or other vessel, such as a deep-research vehicle while submerged.

Authorized work situations:

(1) Any employee officially assigned duty aboard submarine when its submerges.

C. EXPLOSIVES AND INCEDIARY MATERIAL - HIGH DEGREE HAZARD - Differential 8%

Working with or in close proximity to explosives and incendiary material which involves potential personal injury such as permanent or temporary, partial or complete loss of sight or hearing, partial or total disabilities of any or all extremities; other partial or total disabilities of equal severity; and/or loss of life resulting from work situations wherein protective devices and/or safety measures either do not exist or have been developed but have not practically eliminated the potential for such personal injury. Normally, such work situations would result in extensive property damage requiring complete replacement of equipment and rebuilding of the damaged area; and could result in personal injury to adjacent employees.

Close proximity means immediate and dangerous proximity when:

(a) Working within a defined area, entry to which is restricted to persons meeting specified requirements (e.g. special passes, immunization, conductive shoes, protective clothing, absence of matches, lighters or nails in shoes); and

(b) Handling or working directly with someone who is handling the agents (i.e., in the same room, on the same machine, or the same conveyor line).

When the conditions set forth above are satisfied the work situation listed below shall be paid.

Authorized work situations:

(1) Unit employees assigned on loan to UERD when working or assisting others with armed charges.

(2) Working with or in close proximity to missile launches or gun mounts while live projectiles, powder cans, or bags are being handled.

D. Explosive and Incendiary material - Low degree Hazard - differential 4%

Working with or in close proximity to explosives and incendiary material which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation and possible adjacent employees; minor irritation of the skin; minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used.

Close proximity means immediate and dangerous proximity when:

(a) Working within a defined area, entry to which is restricted to persons meeting specified requirements (e.g., special passes, immunization, conductive shoes, protective clothing, absence of matches, lighters, or nails in shoes); and

(b) Handling or working directly with someone who is handling the agents (i.e., in the same room, on the same machine, or the same conveyor line).

When the conditions set forth above are satisfied when work situation listed below shall be paid.

Authorized work situations:

(1) Unit employees assigned on loan to UERD when loading or unloading, storing, and hauling explosives.

(2) Unit employees working aboard vessels in close proximity to ships force personnel who are storing or otherwise handling explosives and incendiary ordnance material other than small arms ammunitions.

E. Poisons (Toxic chemicals) - High Degree Hazard – Differential 8%

Working with or in close proximity to poisons (toxic chemicals), other than tear gas or similar irritants, which involves potential serious personal injury such as permanent or temporary, partial or complete loss of faculties and/or loss of life including exposure of an unusual degree to toxic chemicals, dust or fumes or equal toxicity generated in work situations by

processes required to perform work assignments wherein protective devices and/or safety measures have been developed but have not practically eliminated the potential for such personal injury. When the conditions set forth above are satisfied, the work situation listed below shall be paid. Authorized work situations:

Employees who are exposed in the work area to poisonous chemical fumes which exceed the recognized threshold limit values and are required to wear a respirator. Listed below are the poisonous chemicals for which environmental pay may be authorized:

a. Oxides of Nitrogen

b. Cyanide

c. Poisonous Solvent vapors

d. Poisonous Nickel compound

F. DUTY ABOARD AIRCRAFT CARRIERS – Differential 4%

Duty onboard an aircraft carrier when exposed to hazards connected with aircraft launch and recovery.

Authorized work situations.

(1) Participating in carrier suitability trials aboard aircraft carrier when work is performed on the flight deck during aircraft launch, recovery, and/or refueling operations.

G. FIREFIGHTING

Participating or assisting in firefighting operations on the immediate fire scene and in direct exposure to the hazards inherent in containing or extinguishing fires.

All other firefighting - Low Degree Hazard - Differential 8%

Authorized work situations:

(1) Participating or assisting in firefighting operations on the immediate fire scene and in direct exposure to the hazards inherent in containing or extinguishing fires. This does not include normal fire watch duties.

NOTE: the above authorized work situations are to be used as a guide and are not all inclusive, additional situations may arise depending upon work situations and local conditions.

Section 3. When a supervisor knows that an employee will be assigned to one of the authorized work situations described in section 2 of this article, he/she will so notify the employee at the time of assignment.

If an employee has not been so notified, and if during a job assignment, an employee believes he/she has been assigned to one of the authorized work situations described in section 2 for which environmental pay is warranted, he/she will bring the matter to the attention of his/her supervisor as soon as possible. The immediate supervisor and/or next level supervisor will make a determination and so advise the employee. Disputes

arising from such determinations may be submitted for resolution under the negotiated grievance procedure in this Agreement.

Section 4. An employee subjected at the same time to more than one hazard, physical hardship, or working condition listed in section 2, shall be paid for that exposure which results in the highest differential but shall not be paid more than one differential for the same hours of work. When an employee is exposed to a hazard, physical hardship, or working condition for which an environmental differential payable on an actual exposure basis at a higher rate is authorized, he shall be paid for the environmental differential on the basis of actual exposure for that exposure, and the environmental differential on the basis of the shift for the remaining hours in the pay status for that day.

Section 5. If, after this Agreement is in effect, either the Council or the Employer believes that an environmental pay work situation has developed which is not covered by those authorized in Section 2 of this Article, the parties shall resolve the issue through interest based bargaining, rather than through the grievance and arbitration procedures.

ARTICLE 14

WAGE SURVEY

Section 1. The Employer agrees to notify the Council not later than the first workday following notification that the

Department of Defense has directed the start of an official full-scale wage survey for the Norfolk Naval Shipyard.

Section 2. When authorized and notified by the Department of Defense Wage Fixing authority (or the Local Wage Survey Committee acting therefore), the national headquarters of the Council (or the Council acting therefore) will designate eligible Federal employees to serve as Local Wage Survey Committee Labor members and Alternate Labor members who will be appointed by the Employer if employees of the Shipyard. Normally, at least one half of the Labor Data Collectors and Alternate Labor Data Collectors authorized by the Local Wage Survey Committee and nominated by the Labor member of the Local Wage Survey Committee will be eligible employees of the Shipyard who will be appointed by the Employer.

Section 3. Time allowed during working hours will be granted an employee of the unit to make a presentation, on behalf of the employees in the unit, in hearings of the Local Wage Survey Committee when scheduled by the Local Wage Survey Committee, and when selected by the Council as official representative of the Council.

ARTICLE 15

H0URS OF WORK

Section 1.(a) The parties agree to maintain the current hours of work while initiating a trial program for the Alternative Work

Schedule (AWS) in selected areas as defined by the Memorandum of Understanding dated August 23, 1994.

Section 1.(b) The Employer shall schedule the work to accomplish the mission of the Shipyard. The work schedule shall correspond with the actual work requirement. The Employer may change the work schedule when it is determined that it would be seriously handicapped in carrying out is functions or that the cost would be substantially increased. Assignments to specific hours of work are scheduled in advance of the administrative workweek over periods of not less than one week. Work schedules will be maintained as stable as practical.

Section 1.(c) When the Employer knows in advance of an administrative workweek that the specific days and/or hours will differ from those required in the current administrative workweek, he or she shall reschedule the employee's regularly scheduled Administrative workweek to correspond with those specific days and hours. The Employer shall inform the employee, as soon as the decision is made, and will make the appropriate entries into the timekeeping system. **Note:** the intent of the phrase "as soon as the decision is made" is to give the employee affected by changes as much notice as the Employer can give, after the decision to make the change necessary in work schedule in order to lessen the adverse impact and allow the employee maximum use of their non work time.

Section 2.(a) The basic 40-hours workweek is scheduled on five (5) days, Monday through Friday, when possible; except as provided for in **Section 1(a).** It is agreed and understood that, when necessary, the Employer may establish basic workweeks of other than Monday through Friday as provided for in **Section 1(b) and (c).** Work projects and working conditions are situations which require a work schedule to be changed for not less than one week duration.

(b) It is agreed and understood that changes can be made to the employee's administrative workweek for a period which is less than one week. The supervisor and the employee will discuss the change(s) to attempt to reach a mutually acceptable solution. However, it is agreed and understood that the Employer retains the right to change work schedules. Employer administrative matters and employee's personal matters are situations which may require a work schedule to be changed for less than one week duration.

Section 3. It is agreed and understood that employees shall be assigned to establish basic workweeks and shift hours by the appropriate shop or office to which they are assigned.

Section 4.(a) The regularly established 8-hour work shift hours for unit employees working in shops or allied shop operations are as follows; except as provided for in Section

1.(a): First or day shift: 7:20 a.m. to 4:00 p.m., with 40 minutes for lunch from 11:20 a.m. to 12 noon.
Second or swing shift 3:30 p.m. to 12 midnight; with thirty minutes from 7:30 p.m. to 8:00 p.m.
Third or graveyard shift: 11:40 p.m. to 7:40 a.m. Note: employees on the third shift will be allowed to eat lunch on-the-clock, provided they eat at a time that does not interrupt operations.

Section 4.(b) Periodic breaks of approximately 10 minutes enhance the efficiency of employees and are considered as hours worked. Breaks should not interfere with productive work and should be taken in such a manner as not to delay production nor are breaks intended to be meal times. Breaks are not carried over to the next scheduled break, lunch period, end of shift, or next day. The normal authorized hours that employees may take a break in are:

> between 0900 and 1000 hours

> between 1330 and 1430 hours

> between 1700 and 1800 hours

> between 2130 and 2230 hours

> Third shift breaks are controlled by same criteria as their lunch.

Section 5. When manning the second and/or third shifts, the Employer will consider volunteers first. Selections will be made by the Employer's determination of skill levels required and individual capabilities of the employees. When the Employer finds an insufficient number of qualified volunteers for the assigned shift, a selection shall be made from among the other qualified employees within the shop on a rotational basis. However, as required by work situations, entire work gangs may be placed on the second or third shift to maintain balance and efficiency.

a. Rotational assignments to the second and third shifts shall not exceed approximately ninety days, except when requested by the employee and approved by the Employer.

Section 6. Time on the clock to secure equipment and tools, eliminate fire and safety hazards, insure protection of Government property, and to remove toxic substances and hazardous materials will be granted employees by the immediate supervisor as he determines necessary in accordance with the shop superintendent's established policy.

Section 7. When services must be provided around the clock or on seven days of the week in the service-type functions described below, work schedules will be fixed according to the need for the services. When Saturday and/or Sunday are scheduled as basic workdays, the nonworkdays corresponding to

Saturday and/or Sunday will, whenever practicable, be consecutive. Service type functions are those required on a continuous basis such as:

a. Security and protective watches

b. Communication watches

c. Power house and heating plant watches

d. Utility operation and service watches

e. Equipment maintenance watches

f. Transportation functions

Section 8. Each employee shall be at his worksite ready to work at the scheduled starting time of his shift. Directed movement of tools, tool boxes, and equipment to and from work areas within the confines of the Shipyard is a work assignment and will be done on the clock.

Section 9. Administrative excusal will be authorized, at the Employer's discretion, in cases of extreme weather conditions which prevent employees from reporting to work such as snow, hurricane, or high water.

ARTICLE 16

OVERTIME

Section 1. Overtime work shall be paid at the appropriate overtime rates in accordance with current regulations. Overtime rates shall include any shift differential or any additional pay

to which the affected employees are entitled. Graded employees will be paid in accordance with appropriate regulations.

Section 2. An employee in the unit shall be paid at not less than "time and a half" for all work in excess of 8 hours a day or 40 hours in his basic workweek. An employee who is required by the Employer to work during a period outside of but connected with his or her regular shift hours will be paid at the overtime rate for all time worked in excess of 8 hours.

a. A day shift employee who is required to work the third shift without a valid shift change shall be paid at the appropriate overtime rate. If it is determined that it is not in the best interest of the employee and/or the Employer to allow the employee to work during his next regular shift, the employee will be released from duty. Annual leave will be advanced to the employee who has no leave to cover his absence during his regular shift. The division head will approve doubling back assignments.

b. A day shift employee who is required to work the third shift when a valid shift change is made pursuant to Article 15 completes his regular shift for that day and receives his regular pay plus the appropriate night shift differential.

Section 3. It is agreed and understood that supervisors shall not assign overtime work to employees as a reward or penalty, but solely in accordance with the Employer's needs.

Section 4. The Employer agrees that when assigning overtime, it shall be distributed fairly among employees assigned to a supervisor. Fair distribution among employees will be based on the nature and requirement of the work situation including their special skills, dependability, shift, and job rating insofar as the character of the work will permit. Should a question arise regarding the equitable distribution of overtime within a shop, the chief steward and the concerned steward may take it up through the general foreman to the shop superintendent for resolution. **Should a question arise regarding the equitable distribution of overtime within a project, the chief steward and the concerned steward may take it up through the Zone Manager to the Project Superintendent for resolution.** If this does not resolve the issue the matter may be taken up through the remaining steps of the negotiated grievance procedure. It is agreed and understood that the following situations properly applied will result in legitimate temporary imbalances in overtime assignments.

(1) Where there is an insufficient number of employees qualified to perform the overtime assignment in an efficient manner. Employees must be physically able to perform the job and capable of completing the work in an efficient manner with reasonable indoctrination or instructions. It is not intended

as a means of circumventing overtime rotation where reasonable indoctrination would qualify the employee for the assignment.

(2) Employees working on jobs that extend into overtime situations where continuity is essential to the job. It is intended that the Employer retain the right to keep the same employees on jobs of short duration. It is not intended that continuity of the job be used as means for deviation in overtime distribution where the work could be assumed without loss of efficiency by another employee with lesser overtime

(3) Employees assigned to overtime jobs requiring special skills acquired as a result of special schooling or on-the-job training not readily transmittable to other employees within the same job rating.

(4) TAD, leave, call back, or emergency situations. Nothing in the section shall be construed as alleviating the responsibility of the Employer to continuously work toward a fair and just balance in overtime distribution during the life of this Agreement.

Section 5. The foreman will relieve an employee from an overtime assignment upon the employee's request if the **Supervisor** can find another qualified **employee under his/her supervision** who is available and willing to work. Such relief

will be consistent with Shipyard regulation 5330.13 governing the use of overtime.

If no qualified employee is found, the foreman will so notify the employee. If an employee is relieved of an overtime assignment at his request, the hours of overtime declined will be considered as overtime hours worked for the purposes of determining the fair distribution of overtime.

Nothing in this section will preclude a foreman from seeking a qualified replacement from **among employees outside his/her immediate supervision** when time permits.

Section 6. An employee in the unit shall not be required to perform work before or after his scheduled work hours without being compensated for all such work. It is further understood that if an employee is directed by the Employer to report to a designated location to perform work at a specified time prior to his regular shift hours, such time shall be compensated at the existing overtime rates.

Section 7. Affected employees will be informed by **the end of their normal work shift** on Thursday of anticipated overtime requirements.

In cases of unanticipated overtime, and where employees' services are required beyond their 8 hour shift, notification will be given personally to the employee as soon as practicable

after the determination to work is made. This does not preclude written notification to the employee after reasonable efforts to notify the employee personally.

It is recognized that in some instances planned overtime may be canceled after a notification has been given the employee; however, this is expected to be minimal and the employee is to be notified of cancellation as soon as practicable.

Section 8. Any employee who is called back to work at a time outside of and unconnected with his scheduled hours of work within his basic workweek to perform unscheduled overtime work shall receive at least two hours call back overtime pay, including any night differential and/or additional pay to which he is entitled in accordance with applicable pay regulations and statues, even if his services cannot be utilized when he reports for work.

Section 9. It is agreed that each foreman will maintain an accurate record of overtime worked or declined for the employees under his/her supervision. This record will be made available to the cognizant steward on request.

a. Overtime records shall be continuous and maintained for a period of one year when a new record will begin. The old record will be kept on file for 6 months. All entries will be made in

ink. Employees new to the foreman's **work group** will be credited with the highest number of overtime hours worked **by anyone presently in the group.**

b. All holiday work shall be treated as overtime for distribution purposes. Holiday work assignments shall be made from the overtime roster and any work performed or declined shall be recorded as overtime worked.

c. All overtime hours paid will be recorded as overtime worked.

Section 10. When an employee is required to work overtime in excess of 5 hours before or after his regular shift, the Employer will normally schedule a non-pay lunch period during the overtime assignment unless the employee's overtime work assignment requires the constant attention or availability of the employee. If a lunch period is not scheduled during the overtime assignment, the immediate supervisor may authorize the employee to eat lunch on the job only when it is possible to do so without stopping or interrupting the employee's work.

Section 11. When an employee is required to work unscheduled overtime as an extension of his regular shift, the supervisor will make reasonable efforts to assist the employee in obtaining transportation home if the employee so requests. If arrangements have not been completed by the end of the shift,

this information will be passed on to supervision of the next shift.

ARTICLE 17

TRIAL TRIPS

Section 1. Normally, productive work assigned to be performed during sea trial trips will be held to a minimum, consistent with the workload, job assignment, and work schedules as determined by the Employer.

Section 2. It is agreed and understood that the Employer will make payments directly to ships for meal allowances for all bargaining unit employees while on sea trials. The Employer agrees to make arrangements prior to trial trips with ships' officers regarding the welfare of employees assigned to the trial trip such as food services, necessary medical attention, **clean spaces for sleeping accommodations, mattresses, blankets, pillows, clean linen, shower and head facilities consistent with that provided to ships force. In addition, the Employer (Project Superintendent) agrees to provide the council a tentative list of employees expected to travel on a trial trip at least 5 working days in advance of scheduled departure so Council can designate a temporary Union steward for the trip.** The Employer further agrees to advise the designated temporary steward regarding the agreements which have been made at least

24 hours prior to the trip or as soon thereafter as the information is available.

Section 3. The Employer agrees to provide travel orders and advance travel funds to employees no later than the beginning of the lunch period of the regular day shift of the day immediately preceding the employee's travel. In those situations where a travel advance cannot be provided in the time frame above during the regular day shift hours of the day immediately preceding the required travel, the employee may request and be granted a cash travel advance. **Qualified employees may be issued a Government charge card for official Government business in accordance with the JTR. Government charge cards are to be used for official Government business only.**

Section 4. The Employer agrees to recognize a temporary steward appointed by the Council from among the unit employees assigned by the Employer to participate in a sea trial trip.

Section 5. The two-thirds rule shall apply if an employee is assigned standby duty.

a. In cases of emergency which preclude any such employee from attending sea trials, the Employer will distribute assignments among those other employees who are capable and able to perform such assignments.

ARTICLE 18

HOLIDAYS

Section 1. When work is required on a holiday, it will be consistent with the operating needs, efficiency and necessary requirements as determined by the Employer in accordance with regulations. The Employer shall determine the numbers and qualifications required for the work and shall select and assign employees to holiday work accordingly. An employee upon request will be relieved of holiday work if he worked the previous holiday, and another employee from the same gang is available who is willing to work, and in the foreman's judgement the replacement is able to perform the work. Nothing in this section will preclude a foreman from seeking a qualified replacement from outside his gang when time permits. If no qualified employee is found, the foremen will so notify the employee.

Section 2. An employee having annual leave to his credit may apply in advance for leave and such leave will be approved (except when there is an excessive workload or a need for special skills) for any workday which occurs on the employee's birthday or on a recognized and established religious holiday associated with the religious faith of the employee.

ARTICLE 19

ANNUAL LEAVE

Section 1. Planned Leave.

a. An employee's request for annual leave will be granted, subject to workload and manpower requirements. To avoid loss of "use or lose" leave, an employee should schedule annual leave early in the year.

(1) An employee may submit his requests for annual leave for vacation purposes at any time during the calendar year. However, prior to May 15 of each year the immediate supervisor will solicit from employees under his supervision their written schedule of extended leave for the remainder of the year. Written notification of tentative leave approval/disapproval to employees who submitted requests prior to May 15 will be made within 10 workdays of the May 15 date.

(2) Within the restraints of the workload, every reasonable attempt will be made to grant an employee's requested schedule of annual leave. However, when a conflict arises between the schedules of annual leave or two or more employees and the employees involved cannot resolve the conflict themselves, the employee with the most accumulated annual leave will be given preference. For the purpose of making this determination, periods of forced leave taken by an employee during that leave year will be counted as accumulated leave. If this procedure does not resolve the issue, preference will be

given to the employee who has taken the least amount of annual leave during the current leave year. In the calculation, periods of forced leave will not be counted.

b. An employee will be notified in writing of the approval/disapproval of all annual leave requests submitted in writing. For those annual leave requests which are disapproved, the employee will be provided the reasons therefore.

c. The Employer may cancel previously approved leave if unforeseen, unplanned or unscheduled workload conditions arise which make it necessary for the employee to work. If leave is denied at earlier periods, the Employer will make every effort, as early as possible, to assist the employee in scheduling his leave, taking into consideration his desires, to avoid forfeiture of accumulated leave. An employee may cancel previously approved leave provided his services can be utilized.

Section 2. Emergency or unplanned leave.

a. An employee who fails to report to work due to a personal emergency must notify his supervisor as follows:

(1) A first shift employee requesting unplanned annual leave should call the supervisor first and if necessary then the posted number for their group personnel office's notification system if making this request prior to or within three hours after the start of the shift. When requesting unplanned leave

in this manner, an employee must identify himself by name and check number and must provide his supervisor's name, the reason for the emergency absence and its estimated duration.

(2) A second or third shift employee requesting unplanned leave must notify his supervisor as soon as he anticipates being absent, but in any case no later than the first three hours of his scheduled shift and must provide his supervisor the reason for the absence and its estimated duration. A second or third shift employee may report his absence to the personnel office as provided in paragraph (1) if he calls in during the regular day shift hours.

b. If an employee finds that he will be absent beyond the original estimated time, he will report this to the supervisor, indicating the reason for the continuing absence. This notification must be provided not later than the last date of the originally reported absence.

c. An employee who requests unplanned annual leave following his reporting to work must make this request by contacting his immediate supervisor prior to the employee going into a leave status.

d. The above notification shall not in itself be justification for approval or disapproval of emergency leave. Requests for unplanned annual leave will be approved if determined to be

justified by the supervisor. This determination will include, but will not be limited to, consideration of the employee's record of nonscheduled leave and the reason for the unplanned leave request.

Section 3. During a period of announced liberal leave, unit employees not required for essential or emergency work will be granted annual leave. Employees with no annual leave to their credit will be granted leave without pay at their request. Advanced annual leave will be granted at the discretion of the shop superintendent in accordance with applicable regulations. No employee will be required to take leave without pay.

Section 4. Forced Leave.

It is understood that when employee's services are not needed for short periods of time the employer may direct employees to take annual leave. When it is necessary to require an employee to use annual leave, the Employer agrees to give maximum possible advance notice to the affected employees.

a. Before requiring forced leave in a shop, the Employer will discuss with the Council the reasons for and the distribution of forced leave. Every attempt will be made by the Employer to place the employees in other areas of need within the Shipyard. Other naval shipyards will be called to determine whether they have need for the services of employees faced with such leave

and are able to take them on a loan in order to reduce the impact on the employees' accumulated leave.

b. When forced leave is required in a shop, volunteers will be solicited from among shop employees whose skills are not required. If the use of volunteers does not fulfill the leave requirement, forced leave will be distributed among employees consistent with the work to be performed. (All forced leave including that of volunteers will be coded as forced leave.)

c. It is agreed that no employee will be required to take leave when there are borrowed employees from other naval activities in the shop, and the employee being forced to take leave possesses the same specialized skills as the borrowed employee.

d. In cases of interrupted or suspended operations such as equipment breakdown or failure, employees who cannot be assigned to other work will be required to use annual leave in all cases when 24 hours advance notice is given. Annual leave use will also be required when such situations develop too late for 24 hours advance notice, but notice is given before the end of the employees' shift immediately preceding the one in which they are to be placed on leave. Such involuntary use of leave without 24 hours notice will be limited to a maximum of five (5) days in any leave year. When in case of interrupted or suspended

operations 24-hours or notice before the end of immediately preceding shift cannot be given, employees who cannot be assigned to other work will be excused. This administrative excusal may not exceed eight (8) hours and the employee will then be placed on forced annual leave for any subsequent continuous absence required beyond eight (8) hours, provided a 24-hour advanced notice can be given.

Section 5. The Employer agrees to grant annual leave in increments of tenths of an hour (6 minute increments) in accordance with the provisions of this article.

Section 6. In the event of a death in the immediate family (parents, sister, brother, spouse, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law), any employee covered by this Agreement may be granted annual leave for three (3) successive workdays, if requested.

Section 7. If the employee is required to travel beyond two hundred and fifty (250) miles from the activity, an additional day shall be allowed in addition to the three (3) days provided in Section 6.

Section 8. For absence due to a death in the family, the Employer agrees to advance LWOP to a career or career-conditional employee who has no annual leave or insufficient

annual leave to his credit to cover such absence, if requested by the employee.

Section 9. It is agreed further that no part of sections 6, 7, or 8 above shall be interpreted so as to prevent an employee from taking sick leave under the above circumstances where the employee meets the requirements to be authorized the use of such leave, and the request is supported by an acceptable medical certificate.

Section 10. Once an employee has had his annual leave approved he will not be bumped by another employee taking annual leave except in an emergency situation as determined by the Employer.

ARTICLE 20

SICK LEAVE

Section 1. The Employer and the Council recognize the value and importance to each employee in conserving his sick leave to the maximum extent possible as a means of assuring continuity of income during periods of illness and incapacitation from duty. Upon retirement for annuity computation purposes, the service of an employee is increased by one month for approximately every 22 days of unused sick leave to his credit. It is therefore, of real benefit to the employee to conserve his sick leave. In furtherance of that objective, the Council will assist the

Employer by emphasizing the need and value to each employee in the unit to conserve his sick leave and to use it only in the event of real physical incapacitation from duty.

Section 2. Sick leave, if available, shall be granted to employees in accordance with applicable statues and regulation when they are incapacitated for the performance of their duties by sickness, injury, or pregnancy and confinement; for medical, dental, or optical examination or treatment; when exposed to contagious disease, as determined by local health authorities that the presence of the employee at his post of duty would jeopardize the health of others. Requests for sick leave for medical, dental, or optical examination or treatment shall be submitted for approval in advance of the appointment. The request must contain information as to the time, place, and date of appointment.

Section 3.

a. It is the responsibility of the employee to notify his supervisor and request sick leave within the first three (3) hours of the first day absent due to illness and each subsequent third day of absence or the first day of each workweek, whichever comes first unless the employee has notified the Employer of his anticipated length of incapacitation. In extenuating circumstances, the Employer will waive the

notification requirement. Employees are required to submit claims for sick leave on Standard Form 71 within three (3) workdays after return to work when medical certification is not required. The section of SF-71 entitled "Certificate of Physician or Practitioner" hereinafter referred to as "medical certification" need not be filled in unless such leave exceeds three (3) workdays of continuous duration, except in individual cases where there is reason to believe the employee is abusing suck leave privileges. In such cases the employee shall be advised in writing that all future request for sick leave must be supported by a medical certification.

b. It is agreed that all such cases requiring medical certification for such absence shall be reviewed by the shop superintendent or branch head for the purpose of determining whether such requirement should be rescinded and that such review shall take place at the end of one year from the date of issuance of such requirement. When the shop superintendent or branch head determines that the employee's record suggest that the requirement is no longer necessary, the matter will be discussed with the employee and he will be advised in writing. If it is determined that the requirement should be extended, the reasons therefore will be explained to the employee.

Section 4. For periods of absences which must ordinarily be supported by medical certification, the medical certification must be filed within 15 calendar days after return to duty. In lieu of a medical certification the employee's signed statement explaining the nature of his illness will be accepted when it is unreasonable to require medical certification because of shortage of physicians, remoteness of locality, or because the illness is of a recurring nature that does not require the service of a physician. The employee's signed statement must be submitted within 3 workdays after return to work.

Section 5. The Employer agrees that an employee who is sent home sick by the medical officer shall have approved sick leave (if available) for the remainder of that day. If the employee is unable to report for duty on the following workday, he shall call in to notify his supervisor and request sick leave within the first 3 hours and each subsequent third day of absence. If the total absence of sick leave in such cases exceeds three (3) additional working days, the employee shall be required to submit medical certification.

Section 6.

a. Requests for advance sick leave in cases of serious illness or disability will be considered on a specific case basis and will be granted not to exceed 30 workdays when the

circumstances justify approval and such leave is in compliance with applicable current statues and regulations. Applications for advance sick leave where a need or hardship exists shall be expedited.

b. Advance sick leave requests submitted by employees participating under NNSY's Employee Assistance Program shall be handled in the following manner: The SF-71, leave slip signed by the employee and his/her physician, and the statement written by the employee requesting advance sick leave will be forwarded to the department/office head via the administrative officer. The letter from the employee's physician stating the employee's diagnosis, prognosis and expected date of discharge (or return to work) will not be forwarded via his/her shop, code or department. This letter from the physician will be forwarded directly to the shipyard medical officer, for his recommendation to the department/office head.

Section 7. Employees will be granted sick leave for physical examinations for military training duty and promotions in the Reserves.

Section 8. The Employer agrees to grant sick leave in increments of tenths of an hour (6 minute increments) in accordance with the provisions of this article.

ARTICLE 21

EXTENDED LEAVE OF ABSENCE

Section 1. A unit employee who requests leave of absence without pay to fulfill a paid position with an affiliated organization of this Council shall be granted such leave of absence without pay not to exceed one year for each application when consistent with regulations and workload requirements.

Section 2. The Employer agrees that any employee in the unit elected or appointed to a Council office or as a delegate to any union activity requiring a leave of absence shall be granted annual leave and/or leave without pay when consistent with regulations and workload requirements.

Section 3. An employee granted leave without pay will be granted all benefits to which entitled by the regulations.

Section 4. Employees returning to duty will be provided employment and other privileges and benefits to which they may be entitled at that time in accordance with applicable regulations.

ARTICLE 22

ADMINISTRATIVE LEAVE

Section 1.

a. Employees who serve as blood donors will be excused without charge to leave up to a maximum of four (4) hours total, if necessary, to donate blood and recuperate. If competent medical authority determines that additional time is required for the employee to recuperate, additional time may be granted.

b. Employees who serve as bone marrow donors will be excused without charge to leave up to a maximum of either (8) hours total, if necessary, to donate bone marrow and recuperate. If after this time the employee can not return to full duty, the employee may be granted sick leave or light duty.

c. Employees who serve in the apheresis program will be excused without charge to leave up to a maximum of four (4) hours total, if necessary to participate in the apheresis program and recuperate. If after this time the employee can not return to full duty, the employee may be granted sick leave or light duty.

d. Approval of administrative leave for the above reasons shall be granted consistent with workload considerations, balancing the need for the employee on the job with the benefit to the community of having shipyard employees participate in these valuable donor programs.

Section 2. Employees will be excused for the purpose of tests or interviews when such tests or interviews are under the shipyard's Merit Promotion Program.

Section 3. Employee will be excused, not to exceed three (3) days, for the funeral of an immediate relative who dies in the Armed Forces as a result of wounds, disease, or injury incurred while serving in a combat zone.

Section 4. Council representatives will be excused without charge to leave to attend training sessions sponsored by the Council under the following conditions:

a. The subject matter of the training session is of mutual concern to the Employer and the employee in his capacity as a Council representative;

b. The Employer's interests will be served by the Council representative's attendance.

c. The Council will be granted an annual allotment of 672 hours of administrative leave for training of mutual interest. Normally, the Council will notify the Head of Employee Relations two (2) weeks in advance of training requirements.

d. The Council may request, with proper justification, additional hours for training of mutual interest if unanticipated need for training occurs and the Council has/will

have exhausted their annual allotment of 672 hours of administrative leave.

e. It is recognized by the Council and the Employer that work requirements take precedence over previously approved administrative leave. Employees will be released for previously approved administrative leave for training as long as the job can be continued in an efficient manner with reasonable indoctrination or instructions.

f. Attendance by council representatives at conferences on behalf of the Council or presenting the Council's views will be charged to annual leave or leave without pay at the representative's request.

g. In each request for administrative leave (for training), the Council will include:

1. The reason (s) for the training;

2. The current administrative leave allocation balance;

3. The number of leave hours to be used; and

4. The new administrative leave allocation balance.

h. The Head of Employee Relations will, in the responding letter, confirm the amount cited in 2, 3, and 4 above. If there are any disagreements on these amounts, the parties will resolve them promptly.

Section 5. When shipyard operations are suspended or reduced by the Shipyard Commander because of events or conditions as described in FPM 990-2, Book 630, Subchapter 3, administrative leave will be granted as ordered by Shipyard Commander to nonessential employees.

Section 6. When employees called to emergency duty in the National Guard or State Guard or called to participate in Civil Air Patrol searches or called for other types of rescue or protective work will be excused for such duty up to three (3) working days. If time beyond three (3) consecutive working days is required for such duty the employee agrees to request authorization to excuse up to five (5) working days.

Section 7. The Council and the Employer will work together so that the use of administrative leave will be cost effective and will improve the efficiency of the Shipyard.

ARTICLE 23

CIVIC RESPONSIBILITIES

Section 1.

a. In the event a unit employee is summoned for jury duty, or as a witness in behalf of a Government, or is required by law to qualify for jury duty, the employee shall notify his supervisor at the beginning of the employee's next regularly scheduled work shift after receipt of notice in order that

arrangements may be made for the employee's absence. It is understood that when so serving the employee shall be paid at his basic rate for the time required from his normal schedule to perform such duties. Such time shall be limited to the time necessary not to exceed eight (8) hours per day. Any fees, except reimbursement for meals, travel, lodging or other allowances, received from the court for performing such duties shall be delivered to the Employer together with satisfactory evidence of time served on such duties.

b. An employee excused from jury duty service for one or more days or for that period of a day that would permit him to return to work for as much as three (3) hours of his normal workday without undue personal hardship is required to do so or that time will be charged to annual leave. Examples of undue personal hardship are: if employee is on the night shift or if his home or the court is very far from the Shipyard.

Section 2. An employee on night shift who perform jury service during the day will be granted court leave for his regularly scheduled night shift tour of duty and is entitled to night differential. An employee who elects to work his regularly scheduled night shift tour of duty after performing jury service during the day will retain any fees received from the court.

Section 3.

a. Employees may be granted reasonable amounts of excused time off for purposes of voting in national, state, or local elections or referendums. The amounts of time off for this purpose shall be determined based on the legal opening and closing times for voting polls in the jurisdiction where the employee is registered to vote.

b. As a general rule, the employee may be granted the amount of time off necessary to allow him to report to work not more than three (3) hours after the polls open or to leave work not more than three hours before the polls close, whichever required the least amount of time off.

Section 4. Employees voting in jurisdictions requiring registration in person will be granted administrative time to register on the same basis as for voting when it is demonstrated that registration cannot be accomplished on a nonworkday, and the place of registration is not within one (1) day round-trip travel distance of the employee's place of residence.

Section 5. The Employer and the Council mutually agree that unit employees will be encouraged to participate in approved charity drives, including but not limited to the Combined Federal Campaign; however, in no instance shall the employer or the Council exercise undue pressure on any employee to

contribute to a charity to which the employee does not wish to contribute. The parties hereto also agree that no rights or privileges that would otherwise be extended to any employee in the unit will be withheld, nor will any reward be given or reprisal be made against any employee who contributes or refrains from contributing to any charity drive.

ARTICLE 24

CONTRACTING OUT OF UNIT WORK

Section 1. It is understood that the employer retains the right to contract out work of the unit and transfer work within the Shipyard. In this regard the Employer agrees to discuss with the Council prior to contracting out or transferring unit work which would result in a reduction of unit career or career-conditional employees or their use of forced leave. The Employer agrees to advise the Council of all other contracts let that come to the knowledge of the Employer.

Section 2. The Employer will notify the Council as soon as possible after they become knowledgeable that bargaining unit work is being considered for contracting out or transferring out of the unit. The Council will be furnished copies of information pertaining to such work.

Section 3. Prior to contracting out of any bargaining unit work, the Employer agrees to fully comply with pertinent

regulations. Furthermore, the Employer agrees to negotiate appropriate arrangements for unit employees adversely affected by contracting out or by the transfer of unit work functions.

Section 4. The Employer will give due consideration to public interest, cost, efficiency, availability of equipment, and qualification of employees when evaluating the possibility to contract out or reassign work normally and historically performed by unit employees.

Section 5. When employees in the unit are adversely affected by a decision to contract out or reassign work normally performed by unit employees, the Employer will minimize reduction-in-force actions to the extent possible.

ARTICLE 25

MEDICAL

Section 1. An employee requesting leave due to a personal illness at work (nonoccupation) will either be sent to the dispensary or be released from duty based upon an evaluation by and the determination of the supervisor.

a. An employee sent home on the recommendation of the medical officer will be provided transportation if, in the medical officer’s opinion, the employee’s condition is such as to preclude travel by either private or public transportation.

b. If conditions warrant and the employee is capable of approving, the medical officer shall provide transportation to the nearest appropriate hospital. When deemed necessary by the medical officer, competent medical personnel will accompany the employee to the hospital.

Section 2. An employee who suffers an injury on the job (occupational) will report it to his supervisor and then will report to the dispensary. In an emergency in the absence of his supervisor or another person in authority in the immediate vicinity, an employee will report directly to the dispensary. An employee who becomes aware of the fact he has incurred an occupational illness will notify his supervisor who will then direct the employee to report to the dispensary. In regard to the above, the Employer will provide a CA-1 Form to the employee and assist the employee in filling it out if the employee so requests.

Section 3.

a. In the event the employee suffers a disabling traumatic on-the-job injury and no work is available due to the medically imposed limitation, the employee may choose to be placed in a traumatic injury status in accordance with regulations or other appropriate leave status (e.g., sick. Annual, LWOP).

b. The Employer agrees to forward employees' claims for compensation in accordance with applicable rules and regulations.

Section 4.

a. An employee who sustains an injury on the job will be sent to the dispensary or other Federal medical facility or duly qualified private physician or hospital of the employee's choice for emergency examination and treatment providing such physician or facility is located in the immediate area and a physician can treat him immediately.

b. When an employee is receiving emergency treatment immediately following an injury, he shall not suffer any loss of pay or charge to leave.

c. When an employee returns to duty after an on-the-job injury and is required to undergo subsequent treatment, and the employee is required to use sick or annual leave or leave without pay, the Employer and/or the Council will assist the employee in applying for reimbursement from the Office of Workers' Compensation Programs for all subsequent additional travel, medical leave, or other expenses incurred in obtaining such medical treatment.

Section 5. Employees authorized and directed to visit the dispensary during regularly scheduled working hours, for reasons

other than examination and emergency treatment for a job incurred injury, will have absence in excess of one (1) hour charged to leave or LWOP. When an employee becomes ill after reporting to work and subsequently is sent home, time spent at the dispensary will be charged to sick leave.

Time spend undergoing a scheduled medical examination as a direct result of an employee's incumbency of a health-monitored occupation as identified by the medical officer will not be charged to leave.

Section 6. A claimant may be represented by a federal union official or other person on any matter pertaining to an illness, injury or death occurring in the performance of duty. The representation must be authorized in writing by the claimant.

Section 7. The Employer agrees to provide a unit employee, or his designated representative, who may be a Council representative, access to relevant personal exposure and medical records pertaining to that unit employee as provided for by 29 CFR 1910.20. In this context, access means the right and opportunity to examine and copy the personal records. At the Employer's discretion, the necessary mechanical copying facilities will be made available to the employee or his designated representative to copy the personal records, or the Employer will provide a copy of the request personal records to

the employee or his designated representative. Only one copy will be provide without cost to the employee or the Council.

Section 8. The Employer will consider an employee's request for special treatment or benefit based upon a certified medical fear (phobia) if the employee provided medical evidence to support the request. If the employee's medical evidence is insufficient to allow management to make a decision on the request, the Employer may offer to have an employee undergo a medical examination. If the employee declines the employer's offer of medical examination or fails to provide adequate medical evidence, a decision will be made on the information available.

ARTICLE 26

SAFETY AND HEALTH

Section 1.

a. The Employer will make a reasonable effort to provide and maintain safe working conditions and industrial health protection. A program of accident and occupational illness prevention will be maintained consistent with the requirements of higher authority relative to existing regulations and the Occupational Safety and Health Act of 1970 (hereinafter known as OSHA).

b. The Council will support and carry out the requirements of the Shipyard Safety Program.

c. The Employer will meet and discuss proposed revision, alteration, or change of the program with the Council. It is recognized that the acquisition and utilization of protective equipment, devices, and techniques is a continuing day-to-day responsibility of the Employer.

Section 2. It is agreed that the Employer and the employees share in the responsibilities for maintaining safe working conditions and good housekeeping procedures. Each employee is responsible for working safely, for observing safe work practices, and for wearing prescribed protective equipment. Each employee is also responsible for knowing hazards peculiar to his trade and for promptly correcting or reporting to a supervisor any unsafe condition or act he encounters or observes. The Employer shall require each supervisor to remain aware of safety conditions in the work under his immediate direction and to ensure that employees under his direct supervision use appropriate protective clothing and equipment when they are exposed to hazardous conditions. In addition, each supervisor shall take prompt and appropriate action to correct any unsafe condition or act which he observes or which is reported to him. The Council is responsible for cooperating

with the Employer in the Employer's efforts to provide and maintain safe working conditions, good housekeeping procedures, and industrial health protection. The Council is also responsible for encouraging employees to observe safe work practices and good housekeeping procedures, and for promptly reporting unsafe or hazardous conditions observed to the attention of a supervisor.

Section 3. The Employer will continue its established Shipyard Safety Advisory Council. Its purpose is to recommend to the Shipyard Commander general safety policies, to revise or supersede established safety policies, and to bring safety problems to the attention of proper management officials. The Employer agrees to include in the membership of the Advisory Council at least one unit employee selected from three (3) nominees submitted by the Council.

In addition, each shop superintendent will appoint a three (3) member Shop Safety Committee which will include among the three (3), the shops' chief steward and one (1) unit employee. This committee will conduct safety inspection on a monthly schedule or as directed by the shop superintendent, with the view of identifying areas, equipment, and acts which need remedial attention and recommending same to the shop superintendent. The Shop Safety Committee will review reports

of accidents or injuries with a view toward recommending elimination of conditions or acts which caused same.

Section 4. In the interest of safe working conditions the Employer will assure that employees assigned to work which requires a license or certificate possess the appropriate valid license or certification before performing such work. In all cases it shall be the responsibility of the cognizant supervisor for determining whether an employee is qualified to perform the work assigned. However, when it is known, the employee will inform the supervisor that he/she is not licensed to operate a given piece of equipment or cleared to perform a particular work operation.

Section 5. In the course of performing their normally assigned work, Council stewards will be alert to observe unsafe practices, equipment, and conditions as well as environmental conditions in their immediate area which may represent industrial health hazards. If an unsafe or unhealthy condition is observed, the cognizant council steward should report it to the nearest available supervisor. If the safety question is not settled by this supervisor, the matter will be referred by him promptly to the shop superintendent for resolution. If the safety question is still not settled, it will be promptly referred to the Head, Safety Division.

Section 6. No employee shall be required to work on or about moving or operating machines or in areas where conditions exist that are unsafe or detrimental to health without proper precautions, protective equipment, and safety devices. Also, no employee who is engaged in work which is potentially hazardous and in an isolated area shall be required to work alone unobserved. It is understood that the determination of where and when such conditions exist is within the discretion of the Employer.

a. Should an employee claim that a job to which he has been assigned is not safe or will endanger his health, he shall advise the immediate supervisor before carrying out the work assigned. If there is a reasonable belief by either party that the assigned task poses an imminent risk of death or serious bodily harm, a ruling shall be obtained from the Safety Division before proceeding.

Section 7. The Employer agrees to furnish adequate protective clothing, including toe guards and safety glasses, and other safety equipment the Employer determines necessary for the performance of assigned work. The Council may at its discretion, recommend new protective clothing and equipment and/or modifications to existing equipment for consideration by

the Shipyard Safety Division. Such recommendations shall receive prompt attention.

Section 8. Accident records prepared and maintained by the Employer shall be made available to the Council upon request. The Council will be provided a copy of the Quarterly Injury and Illness Report, (OSHA No. 102F).

Section 9. The Employer agrees to make a study of any environmental condition alleged by the Council to be injurious to the health of unit employees and notify the Council of the result.

If in the employer's judgment a written report should be made of such study, a copy will be provided to the Council. In any event the Employer agrees to discuss with the Council the results of such study.

Section 10. All accidents, no matter how minor in nature, are required to be reported by the injured employee to his immediate supervisor who will arrange, if necessary, with the dispensary or other medical facility, upon request, to provide treatment of the injury.

The Council will encourage injured employees to abide by this requirement. Failure to report accidents in a timely manner may result in loss of benefits provided under the law (Federal Employees Compensation Act).

Section 11. Where approved protective devices are required for the safety of employees, the employees are required to wear them while working, or in the required areas. The Council will encourage employees to wear such approved protective devices.

It is agreed and understood that employees will be permitted to store approved protective devices and equipment at the end of the shift in accordance with the shop superintendent's established policy.

Section 12. It is agreed and understood that all employees are required to observe established safety rules for the protection of themselves and other employees.

The Council will encourage all employees to observe these rules.

Section 13. It is agreed and understood that all complaints and allegations which are subject to review under the Occupational Safety and Health Act of 1970, may at the option of the Council be processed under the grievance and arbitration procedures of this agreement. If a grievance is initiated, the complaint or allegation will be written and will be initiated with the production superintendent at step 2 of the grievance procedures.

It is further agreed that the Council will afford the Employer a reasonable opportunity as provided for in the grievance procedure to correct any deficiencies.

Prior to filling a complaint with OSHA the Council will notify the Employer and attempt to get the safety problem resolved.

Section 14. The Employer will provide employees information in connection with heat stress treatment/prevention.

ARTICLE 27

TRADE JURISDICTION

Section 1. The Employer agrees to make work assignments giving consideration to "duties and requirements" of job descriptions of employees. The Council retains the right to provide the Employer with its position and/or the position of each affiliated local Union and its parent organization, as it pertains to traditional and/or historic trade jurisdiction. The Employer agrees to notify the Council prior to the introduction of any new work of a significant volume or of any significant change in past work practices and policies as they apply to the new work so the Council can provide their views to management for consideration, providing time permits. In any event, the Employer, will inform the Council as soon as they know of new

work/changes in traditional trade jurisdiction, in order for the Council to put forth its views.

ARTICLE 28

GENERAL PROVISIONS

Section 1. Upon written request by the Council, the Employer will consider on a space-available basis, publishing notices of Council meetings and special events in the Shipyard newspaper, "Service to the Fleet."

Service 2. The Council agrees to nominate and the Employer agrees to make appointments to the following boards and committees under the conditions stated:

a. Employees Activities Association Board. One (1) member from among three (3) nominees submitted by the Council.

b. Co-Operative Association Board. One (1) member from among three (3) nominees submitted by the Council.

c. Combined Federal Campaign Executive Committee. One (1) member from among three (3) nominees submitted by the Council.

Section 3. It is understood that the Employer retains the right to select employees to be detailed or loaned to another shop for the purpose of supplementing the other work force or because of lack of work in the parent shop.

Section 4. It is agreed that time clocks will be placed as close to work areas as possible, and normally not more than 70 employees will be required to clock in and out at the same timeclock on the same shift.

If more than 70 employees are required to clock out on the same timeclock and the Council complains of the time required to clock out, a joint study will be made of the situation and corrective action will be taken.

Section 5. The Employer will print in a mutually agreeable format and distribute this Agreement and any amendments thereto to all unit employees.

Section 6. The Employer agrees to pay employees in accordance with applicable regulations. Employees have two options for receipt of their pay: direct deposit to a designated financial institution or direct mailing to a non-work address. Pay checks will be mailed to an employee's designated non-work address unless a designation of direct deposit to a financial institution is executed by the employee. Leave and earning statements will be mailed to a non-work address. The Council and the Employer agree to encourage employees to join direct deposit. The Employer and Council agree to publicize the benefits of joining direct deposit.

Section 7. Claims for reimbursement for loss of destruction of personal property will be handled in accordance with the Military and Civilian Personal Property Act of 1964, 31 USC 240.

Employee claims for reimbursement for loss of destruction of personal property must be submitted in writing. Employees filing claims should contact their immediate supervisor for necessary claim forms.

Section 8. The Employer and the Council have reviewed all current memoranda of understanding. The parties have identified four (4) such memoranda that will remain in effect when this Agreement is executed. Further, both parties acknowledge that all provisions of the remaining memoranda that the parties desire to retain have been incorporated into this Agreement; either in the appropriate article or will be kept on file. The parties acknowledge that all other memoranda (not specifically addressed herein) will be null and void when this Agreement is executed.

ARTICLE 29

EMPLOYEE SERVICES AND ASSISTANCE

Section 1. The Employer recognizes the need to provide clean and adequate lunchroom facilities and will provide and maintain such facilities at such locations agreed upon between the

Employer and the Council (i.e., chief steward (s) in respective shop(s)) within budgetary and space control constraints.

Section 2. The employer will provide restrooms in the Shipyard. All restrooms will be cleaned daily and scrubbed twice weekly. Soak, towels, and toilet tissues will be replenished daily; complaints by the council of inadequate supplies or cleaning services will be investigated promptly and appropriate remedy applied.

Section 3. The Employer recognizes the need for adequate parking in or near the Shipyard for its employees and will continue its efforts to increase and improve these facilities. The Employer agrees, if appropriate, to join with the Council in any presentation to the proper local authorities regarding the parking facilities needed by the Shipyard personnel and to make recommendations to provide the necessary spaces. The Employer agrees to conduct surveys as deemed necessary to determine the requirements for parking facilities of Shipyard employees.

Further, the Employer agrees to provide three parking spaces outside of the industrial areas as close to the Council office as practicable.

ARTICE 30

BENEFICIAL SUGGESTION PROGRAM

Section 1.

a. It is agreed that the Council will encourage all unit employees to participate in the Employer's Suggestion Program. The Program includes suggestions which involve the technology of performing the work of the Shipyard and directly contribute to the efficiency and economy of operations.

b. A reasonable effort will be made to process bona fide suggestions within 60 days. It is understood that exceptions to this time frame may be required because of special situations such as a test period, referral to other authority for approval or review, or development of an instruction.

c. Employees will receive a cash or honorary award for suggestions adopted in accordance with applicable regulations.

Section 2. Employees are encouraged to discuss prospective suggestion with their immediate supervisor who will provide a reasonable amount of assistance in preparing suggestions. An evaluator will discuss the suggestion with the suggestor if he believes that it would aid him in the evaluation process.

Section 3. Adoption or rejection of suggestions will be made in writing. The suggestor may, accompanied by a Council steward if desired, visit and ask questions of and discuss the details of a rejection with Code 1115 personnel. He may also submit, if desired, a written request for reconsideration rather than appeal or grieve.

ARTICL 31

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. Disciplinary or adverse actions will be taken only for such cause as will promote the efficiency of the service. The penalty imposed shall be reasonable in light of all appropriate factors and circumstances of the individual case. In deciding on a reasonable penalty, the supervisor or manager shall use Appendix "V" as a guide. Disciplinary actions including letters or reprimand and suspensions of 14 days or less. Adverse actions include suspensions of more than 14 days, removal, furlough without pay, and reduction in grade or pay.

Section 2.

a. A complete preaction investigation will be made by management prior to initializing formal disciplinary or adverse action against an employee unless a letter of reprimand or lesser disciplinary action is going to be taken. This precaution will include a discussion with the employee (except where the employee has absented himself from the job) so all the facts can be obtained and any extenuating circumstances can be made known to management. It is agreed that during the preaction investigation discussion with the employee, and prior to obtaining information from the employee in connection with

the preaction investigation, he or she shall be advised of his/her right to be represented by his/her steward.

b. The parties agree that for maximum effectiveness discipline must be timely. Any proposed disciplinary or adverse action will be in writing and shall be given to the employee not later than 60 calendar days after an alleged infraction is known to management. Both parties will make every effort to meet the 60 calendar day time frame. Failing to meet the 60-day requirement for investigation does not preclude management from taking disciplinary action against the employee. If the 60-day time limit is not met, the reasons for the delay beyond 60 days will be documented in the preaction file. Documentation should address delays in the completion of the preaction investigation and in issuing the letter of proposed decision.

c. The information collected during the preaction investigation should suggest that an infraction has occurred.

Section 3.

a. In the event a career or career conditional employee is issued a notice of proposed suspension or adverse action, the employee will be given 15 calendar days in which to respond to the proposed action orally and/or in writing to the official authorized to effect the action. An employee who desires representation in making a personal reply to a proposed

disciplinary action will be represented by either his steward or chief steward. The employee will be given a minimum of 30 calendar days between the receipt of the notice of proposed action and the effective date of the action stated in the letter of decision.

b. Section 7513(b) of Title 5 of U.S. Code authorizes an exception to the 30 days advanced notice when the Agency has reasonable cause to believe that the employee has committed a crime for which a sentence of imprisonment may be imposed and is proposing a removal or suspension (including an indefinite suspension). The Agency may require the employee to furnish any answer to the proposed action, and affidavits and other documentary evidence in support of the answer, within such time as would be reasonable, but not less than 7 days. When the circumstances require that the employee be kept away from the worksite, the Agency may place him or her in a nonduty status with pay for such time as is necessary to effect the action.

c. In grieving or appealing suspensions, the first day of the suspension is the effective date.

Section 4. All personnel involved in a disciplinary or adverse action investigation or grievance procedures thereto shall not conceal any material facts relevant to such proceedings at any time.

Section 5. A unit employee who desires redress of disciplinary action taken against him will do so by taking up the matter under the provisions of the grievance procedures Article 33.

An adverse action, which falls within the coverage of the negotiated grievance procedure in this Agreement may, in the discretion of the aggrieved employee, be raised either under the appellate procedures of section 7701 or under the negotiated grievance procedure, but not both.

Section 6. Employees are expected to pay all just debts and maintain a reputation in the community for honoring their just obligations. An employee shall not have disciplinary action taken against him for failure to pay alleged debts except when he admits his indebtedness or there is an appropriate civil court judgment rendered against him, or the indebtedness is to a Federal, state, or local agency of the Government.

Section 7. An employee will be advised that he/she may choose to be represented by a Council representative when responding to a notice of proposed adverse action. Such Council representatives will be on official time.

Article 32

COUNCIL-EMPLOYER MEETINGS

Section 1. The Employer agrees that constructive discussions shall be scheduled at the proper levels, as the need arises, subject to the request of either party, between Council and Employer representatives for the purpose of conferring and resolving problems involving personnel policies and practices, and appropriate matters concerning employee working conditions. However, it is the intent of the parties that stewards in their designated area will work with foremen and general foreman in resolving day-to-day problems which arise.

Section 2. It is agreed that all requested meetings will be held promptly. If a meeting cannot be held promptly, once requested, the appropriate representative will be so notified.

Section 3. The designated chief steward of the shop concerned will request meetings at the shop level. The shop superintendent shall schedule a meeting and meet with the chief steward for the purpose of discussing matters defined in section 1 of this article that are appropriate to his level. Designated stewards from the shop will be allowed to attend these meetings, provided the total number at the meeting does not exceed three (3) from the Council.

a. A chief steward may similarly request, and meetings shall be held with the division head. The same conditions shall apply as described in this section. In addition, as the

division head considers it necessary and appropriate, he shall meet periodically with the several chief stewards in his division. Under these circumstances, each chief steward or one of his recognized stewards designated as a stand-in his absence shall attend.

b. The Chairman of the Conference Committee will be permitted to attend meetings at the division head level upon request.

Section 4. The Council Conference Committee may request a meeting at the department head level of any department where unit employees are assigned. The department head concerned or the line manager acting in his behalf shall schedule a meeting and meet with representatives of the Council for the purpose of discussing matters defined in section 1 of this article that are appropriate to the department head level. The appropriate chief steward and one steward will also be allowed to attend.

Section 5. The Shipyard Commander and/or his designed representative shall upon request of the Chairman, meet with the Council Conference Committee, for the purpose of discussing matters defined in section 1 of this article that are appropriate to the Shipyard Commander level. Employees designed as chief stewards to the Employer may attend the meeting provided the total number of Council representatives at the meeting does not exceed six (6).

Section 6. It is agreed that the Council representative, when requesting a meeting, will provide the Employer's representative with a specific agenda.

It is further agreed that when the Employer prepares a verbatim record of a meeting held under this article or under the grievance procedure a copy of such record will be provided the Council.

Section 7. It is agreed that when a meeting has been scheduled at the department head level or above, the chief steward/steward involved will be permitted a reasonable amount of time to confer with the Conference Committee for the purpose of discussing the items on the agenda.

Section 8. Notwithstanding the above provisions the primary point of contact between the Council and the Employer for the purpose of discussing questions that may arise concerning the general administration or interpretation of this Agreement shall be: for the Council, the Chairman, Council Conference Committee or his designee; and for the Employer, the Head, Employee Relations Division (Code 1116), or his designee.

ARTICLE 33

GRIEVANCE PROCEDURE

Section 1.

a. The Employer and the Council desire that all employees in the unit be treated fairly and equitably. It is the parties' intent that this grievance procedure will provide a means of resolving all complaints and all grievances under this procedure at the lowest level possible, and the Employer and the Council agree to work toward this end. This article provides the sole and exclusive procedure available to unit employees, the Council, or the Employer for processing grievances which are defined herein or for resolving questions of arbitrability. A list of matters excluded from the grievance and arbitration procedure is included in section 2 of this article.

b. A grievance as defined herein means any complaint:

(1) by any employee of the bargaining unit concerning any matter relating to the employment of the employee;

(2) by the Council concerning any matter relating to the employment of any employee in the bargaining unit, or

(3) by an employee of the bargaining unit, by the Council, or the Employer concerning:

(a) the effect or interpretation, or claim of breach, of this collective bargaining agreement (including local memoranda or understanding); or

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

c. Any employee grieving matters of prohibited personnel practice, unacceptable performance, and adverse actions may choose to process the grievance under this procedure, or applicable statutory procedures, but not under both.

Section 2. a list of matters excluded from the grievance and arbitration procedure is as follows:

a. Retirement, life insurance, or health insurance;

b. National security matters;

c. Any examination, certification, or appointment;

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

e. An allegation or complaint of discrimination reviewable under 5 CFR 713.221:

f. An adverse action for political activity;

g. Separation only for failure to satisfactorily complete a trial or probationary period appealable under 5 CFR 315.806 and 731.401 (pre-appointment and post-appointment);

h. Decisions of the Office of Workers' Compensation Programs reviewable under Part 810 of CFR;

i. Nonselection for promotion from a group of properly ranked and certified candidates; and

j. Reduction in force actions under CFR 351.

Section 3. Employees using this procedure will be represented by the Council in accordance with sections 5 and 8 of this article. However, an employee may exercise his right to present a grievance to appropriate management officials without any representation in an attempt to have his grievance adjusted. However, an employee may chose to be represented by the Council at any step of the grievance procedure. Any such direct adjustment may not be inconsistent with the terms of this Agreement, and the Council will be given the opportunity to have a representative present at the adjustment. Requests for a direct adjustment shall be made in accordance with the procedures, time limits, and provisions in sections 5 and 8, and the decision rendered at step 3 of section 5 and step 2 of section 8 shall be final.

Section 4. If two or more employees have identical grievances, the Council and the aggrieved employees may select one employee's grievance for processing. If the one (1) grievance is selected for processing, the outcome of that grievance shall be binding on the other employees concerned. If one (1) grievance is selected for processing, the Council will

inform the Employer in writing of which employee's grievance has been selected.

Section 5. To be timely, a grievance must be initiated within 15 workdays of the incident giving rise to the grievance or knowledge of the incident.

An employee and/or area steward or chief steward shall use the following steps in taking up a grievance to which this article applies, except that when initiating a grievance over a disciplinary action the grievance will begin with the level of management above that which took the action unless the department head took the action; in this case, the grievance will start with the department head.

Step 1. Any grievance that cannot be resolved informally with the immediate supervisor will be filed in writing with the employee's second level supervisor in the parent code or shop, on a form mutually acceptable to the Council and to the Employer. A meeting will be held with the grievant and the steward or chief steward of the grievant's parent shop or code, and a written answer given within ten (10) work days after receipt of the grievance.

Step 2. If the grievant is not satisfied with the settlement at step 1, he will submit his grievance to the division head or shop superintendent (deputy shop superintendent may be

designated to hear the grievance where one exists) within five (5) work days of receipt of the step 1 decision. Within five (5) work days of receipt, the division head/shop superintendent (or deputy) will either grant the grievance or convene a meeting with the grievant, the steward and the chief steward of the grievant's parent shop or code, and any witnesses in accordance with Section 12 of this article. Within five (5) work days of the meeting, the division head/shop superintendent (or deputy) shall render a written decision.

Step 3. If the grievant is not satisfied with the resolution at step 2, the grievance will be submitted to the department head within five (5) working days after receipt of the step 2 decision.

a. The department head may review the case on the basis of the record or may convene a meeting, if he considers one necessary, within ten (10) working days of receipt of the grievance. If a meeting is convened, the department head shall render his decision to the grievant within ten (10) working days after the meeting.

b. The department head may designate a representative to review the case. Such representative will convene a meeting within ten (10) working days of receipt of the grievance, and

will render a written decision within ten (10) working days after the meeting.

c. A meeting held at this level may include the grievant, the steward and chief steward of the grievant's parent shop, a conference committee member appointed by the Chairman, a local or international representative and any witnesses in accordance with Section 12 of this Article.

d. If the department head's (or his designee's) decision does not resolve the matter, the Council Conference Committee Chairman or his designated representative may, within 30 calendar days, request arbitration in accordance with the provisions of Article 34 of this Agreement.

e. Decisions at Step 2 and Step 3 and arbitration decisions (including settlements) which represent a change in practice or a clarification or interpretation of contract language will be communicated to shop and project supervision. This will not include cases involving disciplinary action against an individual employee or other matters which may constitute an invasion of privacy. When copies of grievances or decisions are distributed, such copies will be sanitized to remove the employee (s) name, check number, Social Security Number, and any other information that is subject to the Privacy Act.

Section 6. The Employer and the Council will initiate a grievance as defined herein by informing the other party (addresses: Director of Human Resources; Chairman, Conference Committee) in writing of the article, section, regulation, or instruction violated or misinterpreted or misapplied; the incident giving rise thereto; and the corrective action desired. Within 15 calendar days of receipt of the letter, the parties will meet in an attempt to resolve the matter. A minimum of two (2) meetings will be held within a 30 calendar day period of time, if considered necessary by either party.

a. The Human Resources Officer of his designee with other appropriate management officials will represent the Employer. The Council's Conference Committee Chairman and the other Conference Committee members will represent the Council.

b. Witnesses having knowledge of the grievance at hand may be jointly called by the parties. If the parties cannot resolve the grievance within 30 calendar days of the last meeting held, arbitration may be invoked in accordance with the provisions of Article 34 of this Agreement.

Section 7. Failure of the Employer to meet time limits prescribed in this procedure will permit the grievant to move to the next appropriate step. Failure of the grievant or the Council, as appropriate, to meet time limits will constitute

withdrawal and termination of the grievance. However, time limits in individual cases may be extended by mutual agreement of the parties.

Section 8. Grievances arising from the Merit Promotion Program will be processed according to the following applicable procedure:

a. Grievances concerning the supervisor's appraisal of the employee's performance for merit promotion purposes will be submitted in accordance with the grievance procedure identified in section 5 of this article.

b. Grievances arising from the numerical score or a rating of qualified assigned to an employee's qualifications statement (SF-171 and supplements) must be submitted in writing to Code 1117 within 15 calendar days from the grievant's receipt of his notice of rating to be accepted for further processing. The following procedure will be adhered to:

Optional Step: the grievant may take up the matter informally with a cognizant personnel management specialist in Code 1117.

Step 1: If the grievant utilizes the optional step and is not satisfied, the grievance shall be submitted to Code 1117 in writing stating specifically.

a. The basis for the grievance.

b. The adjustment desired

Code 1117 will either convene a meeting if requested by the grievant or issue a written decision within 15 calendar days of receipt of the grievance. When a meeting is held, the employee if requested representation, will be represented by the steward or chief steward of his shop. Within ten (10) calendar days from the meeting, Code 1117 shall render a written decision.

Step 2. If the grievant is not satisfied with the step 1 decision, he will forward grievance to Code 1110 within ten (10) calendar days of the step 1 decision. Code 1110 may review the case on the basis of the record or may convene a meeting within ten (10) calendar days of receipt of the grievance, if he considers one necessary. If a meeting is convened, Code 1110 shall render his written decision to the grievant within seven (7) calendar days after the meeting. A meeting held at this level may include the grievant and the steward or chief steward for his shop. If the grievant is not satisfied with the written answer, the Council within (30) calendar days, may invoke arbitration.

Section 9. Grievance(s) filed by either party shall specify the article and section, regulation or instruction violated, or contain enough information to show the grievant has a grievance

as provided for in section 1.b of this article, and the corrective action desired.

The grievance form will be complete. If the form is not complete, the information, if available will be provided by the employee, Council, or Employer as appropriate.

Questions of grievability/arbitrability that cannot be resolved by the parties may be submitted directly to arbitration for resolution in accordance with this Agreement.

Section 10. If a decision or action which causes a grievance is made above the immediate supervisor, the grievance shall begin at the step of the grievance procedure wherein the representative of the Employer has authority to effect the decision.

A grievance as defined herein and under this Agreement is satisfactorily settled either when the requested corrective action desired has been provided, or when the grievant (i.e., employee, Council, or Employer, as appropriate), fails to meet time limits to move to the next appropriate step of the grievance procedure or when a request for arbitration is not submitted within the time limit stated in Article 34 section 1.

Section 11. It is the intent of the parties to this Agreement that any dispute, subject to this grievance procedure, shall be fully discussed with the view in mind of effecting an equitable

settlement. In this regard, every reasonable effort will be made to arrange and conduct grievance meetings in an atmosphere free from hostility and personal attack. Management shall upon the Council's request, provide payroll and other relevant records at any grievance meeting for the purpose of substantiating the contentions or claims of the parties insofar as permissible without violating laws or government regulations.

Section 12. At meetings held under the grievance procedure stated in section 5 of this article, witnesses may attend if:

a. they have personal knowledge of the matter being grieved;

b. the witness has not already given a written statement concerning knowledge of the matter; and

c. the information involved is not repetitive of information already available.

Witnesses attending meetings will be compensated in accordance with applicable regulations.

It is agreed and understood that the Council will be given a copy of all witnesses' statements who are not going to appear at the grievance meeting. The Council will be given an opportunity to interview the above witnesses in regard to their knowledge of the matter prior to the grievance meeting provided the Council

offers evidence to indicate the statements are inaccurate or incomplete.

ARTICLE 34

ARBITRATION

Section 1. When a matter taken up under the provisions of the negotiated grievance procedure (Article 33 of this Agreement) is not satisfactorily settled, the party who initiated the grievance (the Employer or the Council) may take the matter to binding arbitration. The party requesting arbitration shall so inform the other party in writing within thirty (30) calendar days following receipt of the final decision provided for in Article 33 of this Agreement; or within thirty (30) calendar days following the last discussion provided for in Article 33, Section 6 of this Agreement, as appropriate.

Section 2.

a. The parties agree that there shall be a permanent panel of seven arbitrators jointly selected to hear and decide arbitration cases on a rotating basis. The parties may use either the strike process by which FMCS (Federal Mediation and Conciliation Service) is requested to send a panel of twenty arbitrators, or jointly agree on seven arbitrators. In the event the parties cannot agree on seven arbitrators, the Employer and the Council will strike one arbitrator’s name from

the list of twenty and will then repeat this procedure. The remaining seven names shall be the panel of arbitrators. If a striking procedure is used, a coin toss will determine which party will begin the striking procedure.

b. The method of rotation to hear cases shall be alphabetical by last names of the seven selected arbitrators. Within five (5) working days from the date of the written notice for arbitration, the parties shall jointly submit the case file, any pre-hearing submissions jointly agreed to and a joint statement of the issue at dispute (unless either party alleges a question of arbitrability) to the arbitrator who is to hear the case. In the event that there are several cases involving the same issues or the same factual situation a single arbitrator may be requested to hear and decide all such cases, if jointly agreed to by the parties.

Section 3. Grievability or arbitrability disputes may be referred to an arbitrator for resolution under this article. The arbitrator shall decide the grievability or arbitrability issue first and issue a bench decision. If the dispute is found to be grievable/arbitrable, the arbitrator will be authorized to decide any remaining issue(s) in the original dispute.

Section 4. The arbitrator's fee and expenses will be shared equally by the Employer and the Council. An official transcript

will be made if requested by either party. The Employer will arrange for transcription of the hearing by a qualified court reporter. One copy of the transcript will be provided to the arbitrator and the requesting party. Expenses for the transcription, reporters attendance, and two (2) copies of the transcript will be borne by the requesting party. The party not desiring the transcript must specify in writing in advance that a transcript is not desired, and that party will not share in the cost of the transcript nor will a copy of the transcript be provided to that party. However, this party may subsequently request a copy of the official transcript in which case will share the cost (1/2) of producing the transcript (reporter's attendance, time to produce transcription, and the three (3) copies of the transcript).

Section 5.

a. The arbitration hearing will be held at the Norfolk Naval Shipyard during regular day shift work hours on Monday through Friday. The starting time of the hearing will be mutually agreed to by the parties and that time shall be jointly communicated to the arbitrator. One unit employee and a reasonable number of unit employee witnesses shall be excused from duty to participate in the arbitration hearing without loss of regular pay or change in annual leave. Unit employee

witnesses must have personal knowledge of the facts in dispute in order to testify. An additional representative may be utilized by the Council but will be in an annual leave or leave without pay status.

b. Five (5) workdays in advance of the hearing each party will submit to the other party the identity of those shipyard employees each party desired to testify at the hearings. The Employer will arrange to release from work those witnesses the Employer agrees are required to testify. Should the Employer and the Council fail to agree on the number of witnesses to be released from work, the Employer and the Council will jointly request the arbitrator to determine the necessity of the witnesses in dispute. Each party will bear the costs of its own nonunit employee representative and/or nonunit employee witnesses. The parties may mutually agree to extend the hearing process beyond normal working hours; however, it is understood that no pay entitlement will accrue to the Council representative or its witnesses if the hearing process extends beyond normal working hours.

Section 6. The arbitrator has the authority to interpret the Agreement, laws, or regulations as applicable to the particular case under consideration. It is understood the arbitrator has

no authority to add to, subtract from, or modify any terms or provision of this Agreement.

Section 7. Either party to this Agreement may file exceptions to an arbitrator's award under regulations prescribed by the Federal Labor Relations Authority for this purpose. Notice of intent to file such exceptions will be provided the other party within fifteen (15) calendar days of issuance of the award.

Section 8. The time limits provided herein may be extended by mutual agreement of the parties.

Section 9. A pre-arbitration conference will be held at least ten (10) work days prior to the scheduled hearing if either party so requests. The purpose of the pre-arbitration conference is to give the Shipyard and Council one final opportunity to resolve the dispute without intervention. Attendance at the meeting will be limited to the employee grievant, if applicable, the chief steward, and one member of the Council Conference Committee. Code 1116 (or his designee) and other management officials will represent the Employer.

ARTICLE 35

TRAVEL

Section 1. It is the policy of the Employer that to the maximum extent practicable events be scheduled at such time as to avoid the need for an employee to travel on his own time.

a. Travel outside of the regular duty hours away from the employee's official duty station which conforms to one or more of the following criteria is compensable as employment. The travel –

(1) Involves the performance of actual work while traveling;

(2) Is incident to travel that involves the performance of work while traveling;

(3) Is carried out under such arduous and unusual conditions that the travel is inseparable from work; or

(4) Results from an event which could not be scheduled or controlled administratively.

If one or more of the above conditions is met, and the employee is required to travel from his residency to a work site and the employee travels by automobile, the time consumed will be compensable as employment up to a maximum limit payable of the estimated travel time from the Shipyard to the point of destination.

b. It is understood that notwithstanding the conditions in paragraph a. of this section, travel away from the regular post of duty that occurs during the normal work hours but on a nonworkday will be counted as hours of work for the purpose of

determining entitlement to overtime pay for nonexempt employees under the provisions of the Fair Labor Standards Act (FLSA).

Section 2.

a. When an employee is required to travel outside of the commuting area during his nonduty hours and overtime for such travel cannot be paid, the Employer agrees to record his reasons for ordering travel during nonduty hours and upon request furnish a copy to the employee.

b. In assigning employees to work sites, other than the Shipyard, within the commuting area, the Employer will determine whether the employee will report directly to the work site at the beginning of the shift or report in to the Shipyard for assignment.

c. The commuting area includes all military **and non-military** installations in the Tidewater area except for Naval Weapons Station, Yorktown and Reserve Fleet, James River.

Section 3. The Employer agrees that when an employee is assigned to travel outside the commuting area as much advance notice as possible will be given the employee. It is further agreed that before such employee departs from the Shipyard, the Employer will provide all available information to the employee relative to the purpose of the travel, anticipated duration of

the assignment, mode of transportation, arrangements made, if any, for quarters, meals, and transportation.

a. When manning the travel assignments, the Employer will consider volunteers first provided they are qualified to perform the work. It is agreed and understood that there is no obligation to select a volunteer who does not meet the skills and requirements of the work to be performed. Fair distribution among employees will be based on the nature and requirements of the work situation and due consideration of their special skills, dependability, experience, job continuity and current job assignment insofar as the character of the work will permit. Records will be kept and maintained by the Employer of all travel assignments. Such records shall be made available to the Council upon request. It is understood that situations may arise wherein the Employer may need to deviate from the normal rotational pattern due to unforeseen circumstances of a particular job. In such a case, the chief steward shall be notified of the deviation prior to the travel date.

To this end, each shop will:

(1) Develop and maintain a list(s) of volunteers for trip assignments. The list(s) will be updated periodically by notice to the employees that volunteers are being accepted. However, anyone can volunteer to travel at any time. In such a case the

employee's name will be added to the bottom of the list and he/she will be entered into the normal rotational pattern. The list(s) will be annotated to indicate an employee's justifiable preference for local travel only. Employees can request that this consideration be changed, if circumstances change, in such a case the employee will be placed at the bottom of the list and entered into the normal rotational patterns.

If an employee is passed over for a trip due to current job assignment, he/she will remain on the top of the list, in the normal rotational pattern.

If a volunteer declines a travel assignment, he/she will be placed at the bottom of the list in the normal rotation pattern. Two consecutive declinations will result in removal from the volunteer list.

(2) Not use trip assignments as a reward or penalty.

(3) Make trip assignments on a rotational basis.

(4) Ensure that favoritism is not used in selecting employees for travel.

(5) It is understood that the provisions of this section only apply when travel orders are issued (trial trips covered under Article 17 are excluded).

Section 4. In individual cases an employee may be authorized the use of a rental car if in the Employer's judgment the travel assignment warrants approval. The Employer will make every effort to issue travel orders sufficiently in advance to permit the employee to obtain transportation request and advance per diem during regular duty hours prior to departing the Shipyard. Qualified employees may be issued a Government charge card for official government business in accordance with the Joint Travel Regulations (JTR). Government charge cards are to be used for official government business only.

Section 5.

a. It is understood that from time to time employees will be required to work away from the official duty station at other military and non-military installations or ships within the commuting area. In such case, the Employer will determine whether the employee so assigned will first report to the Shipyard and then be transported by Government vehicle or whether the employee will be required to report directly from his residence to the work destination at the scheduled start of his shift. When an employee is required to report directly to the work site away from the Shipyard, he/she may request use of his/her privately owned vehicle. When the Employer determines it is advantageous to the Government to do so, the Employer will

reimburse the employee on a mileage basis in accordance with Joint Travel Regulations (JTR), Part H. It is understood that the employee will remain at the work site until the end of his/her scheduled shift unless otherwise directed or authorized by the Employer.

b. It is understood that the provisions of this section apply only in those situations where it is known in advance that the assignment will not exceed 6-weeks duration.

c. It is understood that when making job assignments away from the official duty station at other military and non-military activities within the commuting area, due consideration will be given to hardship that may be placed on the employee. However, this consideration will not interfere with the Employer's right to make job assignments.

Section 6. The Employer agrees to forward travel claims to the appropriate paying office within five (5) calendar days from date the travel claim is completed, signed and submitted to the shop office by the claimant. Unit employees will be furnished information regarding the procedures for filing travel claims through use of traveler's envelope – official papers, form 5ND NNSY 4650/10.

Section 7. The Council will be notified and given an opportunity to have a representative present for all

administrative meetings with employees in connection with travel assignments.

ARTICLE 36

PAYROLL WITHHOLDING OF DUES

Section 1. It is agreed that unit employees who are members in good standing of one of the local unions affiliated with the Tidewater Virginia Federal Employees Metal Trades Council (listed in Appendix 1) may authorize the payment of their dues to that one union through payroll withholding.

Section 2. A dues withholding authorization form endorsed by the Council may be submitted to the Employer at any time. Such allotment shall become effective at the beginning of the first pay period after receipt of the allotment form (standard form 1187) by the payroll office of the Employer. Authorization forms should be submitted to the payroll office.

Section 3. Any such allotment of dues may not be revoked by the employee until the deductions have been in effect for a period of one (1) year. Dues deductions that have been in effect for at least one (1) year may be terminated upon request of the employee during one revocation period per year. The employee must deliver notification to the Shipyard payroll office not more than 65 days and not less than 50 days prior to

the expiration of each one year term. The payroll office will provide the union copy of the cancellation to the Council.

Section 4. No deductions shall be made when the employee's net earnings (after all legal and required deductions) are insufficient to cover the full withholding or when the employee is in a nonpay status for the entire pay period.

Section 5. A change in the amount of the union dues withheld by the Employer may be made once in any 12 month period, and will be effective at the beginning of the first appropriate full pay period after receipt by the payroll office of the Council's written notice of change.

Section 6. It is agreed and understood that the Council or the appropriate local of the Council through its authorized official shall outside of working hours;

a. Purchase the prescribed allotment form (SF-1187) and distribute the form to unit members.

b. Inform and educate unit members on the program for allotments for payment of dues and the uses and availability of the required form.

c. Complete Section A of SF-1187 including certification and endorsement by the Council union dues to be deducted each biweekly pay period.

d. Furnish the Employer's payroll office with three (3) current signature cards of the Council official authorized to certify the SF-1187.

e. Notify the Employer's payroll office in writing within ten (10) calendar days after a unit member who has authorized dues withholding is suspended or expelled from the Council.

It is further agreed that any such allotment shall be made at no cost to the Council or the employee.

Section 7. It is agreed and understood that the Employer shall:

1. Process voluntary dues withholding authorization requests.

2. Draw and submit a check to the secretary/treasurer of the Council in the amount of the total deductions for the respective payroll period.

3. Provide a list to the secretary/treasurer of then Council seven (7) calendar days after each pay period, of the names of unit Council members who have revoked their dues authorization or whose allotments have been discontinued for other reasons.

Section 8. An employee's dues withholding allotment will be terminated at the start of the first pay period following the pay period during which any of the following events occurs:

a. Change of position of the employee to a position not included within the bargaining unit, including temporary promotions and official details;

b. Separation of the employee from Federal service;

c. Transfer of the employee to an activity other than the Norfolk Naval Shipyard;

d. Certification by the Council to the payroll office that the employee is no longer a member in good standing of the union;

e. Loss of exclusive recognition by the Council.

The Employer and the Council agree to provide procedures for automatic reinstatement of dues withholding at the expiration of a temporary promotion or detail to a position outside the bargaining unit. Such automatic reinstatement will not take place if the employee has submitted a timely voluntary cancellation of dues withholding or withholding has been terminated during the period of temporary promotion or detail for one of the reasons stated above.

Employees temporarily promoted or on official detail to positions outside the bargaining unit may maintain good standing as a member of the union (during the period of automatic termination and automatic reinstatement) by the payment of dues to the Council by cash or check.

ARTICLE 37

DURATION AND CHANGES

Section 1. This agreement as executed by the parties shall remain in full force and effect for three (3) years from the date of its approval by the Secretary of the Navy. Furthermore, it is provided that this Agreement in its entirety shall terminate at any time it is determined that the Council is no longer entitled to exclusive recognition under P.L. 95-454, Title VII. At the request of either party, the parties shall meet to commence negotiations on a new Agreement no later than 60 days prior to the expiration date of this Agreement.

Section 2. This Agreement, except for its duration period as specified in section 1 of this article, is subject to opening only as follows:

a. Amendment(s) may be required because of changes made in applicable laws or executive orders after the effective date of this Agreement. In such event, the parties within 30 days after affected date of change, will meet and begin negotiating new

language that will meet the requirements of such laws or executive orders. Such amendment(s) will be duly executed by the parties and become effective on a date or dates agreed to as being appropriate under the circumstances.

b. It may be opened for amendment(s) by the mutual consent of both parties at any time after it has been in effect for at least six (6) months. Request for such amendment(s) by either party must be in writing and addressed to Code 1110 of the Employer or the President of the Council and must include a summary of the amendment(s) proposed. The parties shall meet within ten (10) workdays after receipt of such notice to discuss the matter(s) involved in such request(s). If the parties agree that opening is warranted on any such matter(s), they shall proceed to negotiate on amendment(s). No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendment(s) as agreed to will be duly executed by the parties and shall be subject to ratification by the unit membership and approval by the Secretary of the Navy.

c. By mutual consent it shall be opened for amendment within 30 calendar days after receipt of any order, instruction, or regulation of the Office of Personnel Management, or the Department of Defense which substantially alters the

discretionary authority of the Employer with regard to any item. Request for such amendment(s) must include a summary of the amendment(s) proposed, and make reference to the appropriate order, regulation, or instruction upon which each such amendment(s) request is based. The parties shall meet within 14 calendar days after mutual agreement to reopen negotiations on such matters. No changes shall be considered except those bearing directly on and falling within the scope of such order, regulation, or instruction, and the discretionary area(s) which the same delegates to the Employer. Such amendment(s) as agreed to by the parties will be duly executed by the parties.

Section 3. No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by any employees or group of employees with the Employer and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties.

Section 4. the waiver of any conditions of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE 38

FIREFIGHTERS

Section 1. It is agreed and understood that the unit employees in the Fire Department are covered by this collective bargaining agreement in its entirety. This article has been developed to address issues which are applicable (only) to the unit employees in the Fire Department. Where provisions in this article conflict with specific provisions elsewhere in the agreement, the provisions of this article will be controlling with regard to the unit employees in the Fire Department.

Section 2. It is agreed and understood that there will be one chief steward and two stewards in the Fire Department. This will provide for a steward for each platoon.

Section 3. Except for the following situations, requests for annual leave will be addressed on a first come, first served basis and approved/disapproved within 15 calendar days of submission.

a. Vacation leave between May 15 and September 15:

(1) All requests for one week (three tours of duty in conjunction with a Kelly day) of vacation between May 15 and September 15 will be submitted between January 1 and January 15.

(2) A lottery system will be used if there are more requests for a particular week than can be accommodated.

(3) Employees will be notified no later than January 31 of approval or disapproval of requested leave.

(4) Employees whose leave has been denied will have until February 7 to request a week of vacation leave from the available dates.

(5) Employees submitting a request under (4) will be notified of approval or disapproval no later than February 15.

(6) If necessary, this process will continue on an expedited basis until scheduling conflicts are resolved.

b. Holiday routine: The parties agree that there will be a rotation system for vacation time on holidays. The holidays including Thanksgiving, Christmas and New Years Day. This system will be as follows: the manager of each platoon will maintain a record (list) of rotation for each holiday described in this section for his/her platoon. The list(s) will be comprised of the names of those unit employees who desire to take vacation time for each of the holidays described herein. The list(s) will indicate which unit employee used vacation time for the indicated holiday. This employee will not be considered for vacation time on the indicated holiday for the next year (unless no other unit employee desires vacation time). Upon request, the cognizant steward and/or chief steward may review and obtain a copy of the lists(s).

c. It is agreed and understood that when a unit employee submits an SF-71 (for annual leave or vacation, as described

herein), the supervisor will date the SF-71; both parties will initial the SF-71; and, the unit employee will receive a copy at the time it is submitted.

d. It is agreed that in cases where leave is disapproved, a unit employee can request "trading time off" in accordance with AOP 5-92.

Section 4. Normal pattern of duty for Firefighters is a two-platoon system with each platoon alternating 24-hour tours of duty. The normal duty pattern is six 24-hour tours of duty in a 2-week period, with 1 scheduled 24-hours period off in every 7 tours of duty (known as Kelly day).

a. The tour of duty will be promulgated by Management in accordance with current existing Navy Department and other applicable regulations. The normal tour of duty is to commence at 0700. Fire Branch personnel will secure from work to standby status when not performing actual work, and will hold themselves in readiness to perform actual work when so directed.

b. Actual work is performed when attention is devoted to doing certain tasks, even though the nature of the task does not require constant attention and activity. Standby duty is performed when there is waiting within a relatively confined area to perform actual work. A firefighter or duty in the Fire Station is standing by during the period when he is not engaged

in performing actual work. A firefighter is performing actual work when standing roll call, inspecting and maintaining fire apparatus and fire suppression devices located throughout the activity, inspecting buildings and areas, giving and receiving training in fire prevention and fire suppression, being present at meetings and gathering, being present at "hot work" and other types of operations where the danger of fire is present, preparing and maintaining reports and records, standing watches, being on the alert during drills and emergencies and at other times, suppressing fires and conducting operations connected therewith, being present with his apparatus during flight operations, housekeeping, preparing for and standing inspections, and performing various duties assigned by proper authority.

c. The 24-hour tour of duty of each firefighter will be divided as closely as possible into 8 hours of actual work hours 8 hours standby, and 8 hours sleeping and eating time. The sleeping time will be as uninterrupted as possible if the assigned duties, watches, and emergencies will permit.

d. Firefighters assigned late evening inspections will receive compensatory sleeping time between 6 p.m. and 11 p.m. prior to such inspections.

Section 5. The Employer agrees to provide reasonably comfortable living spaces, such spaces to be properly air conditioned and heated for the employees of the unit who are on duty. In this regard, the Employer agrees to furnish such living space with proper equipment in good working order, including such items a cooking stoves, refrigerators, microwave ovens, hand soap, dishwashing detergent, paper towels, floor cleaning soap, window cleaner, mops, buckets, dust mops, bowl and sink brushes, bowl and sink cleaners, bowl deodorants, and buffing machines.

The Employer agrees to provide prompt repair service to facilities concerned with health and comfort of employees at their duty stations. The Employer agrees to provide material, in support of the installation of privacy curtains. Employees will install the modifications during duty and/or standby hours.

Section 6.

a. It is agreed that firefighters desiring medical, dental, or optical examinations or treatments who cannot arrange appointments outside of work hours or on non-work days shall be granted sick leave for this purpose. Employees should submit requests for such leave as far in advance as possible, but in the case of routing examinations, such requests should be submitted two tours of duty in advance, and shall specify the

date and the time of the appointments, and name and address of the doctor or other practitioner involved. Sick leave for such purpose shall be approved subject to workload and employee's submission of a properly completed sick leave application which certifies that such examination or treatment was received showing date and time of examination or treatment and physician's signature.

b. When periods of absence for sick leave are in excess of two (2) consecutive twenty-four (24) hour tours of duty, the firefighter must submit within 15 calendar days after return to duty an application for sick leave supported by medical certification.

Section 7. The Employer will give consideration to provide limited duty assignments to firefighter hurt on duty.

APPENDIX I

AFFILIATED LOCALS

Union No.	Union Name
9	International Association of Heat and Frost Insulators and Asbestos Workers
F25	Portsmouth Naval Federal Fire Fighters Association
57	International Brotherhood of Boilermakers Iron Ship Builders, Blacksmiths, Forgers, and Helpers.
228	International Association of Bridge, Structural and Ornamental Iron Workers, Riggers Local
272	United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada
393	Sheet Metal Workers' International Association
441	International Association of Machinists and Aerospace Workers
474	Brotherhood of Painters and Allied Trades
649	Laborers' International Union of North America
710	International Union of Operating Engineers
734	International Brotherhood of Electrical Workers
1086	United Brotherhood of Carpenters and Joiners of America
41	International Federation of Professional and Technical Engineers

APPENDIX II (FORM)

UNION REPRESENTATIVE PASS

(not attached)

APPENDIX III

NNSY/TVFEMTC AFL-CIO NEGOTIATED GRIEVANCE

NNSY 12770/1(Rev. 8-87)

(not attached)

APPENDIX IV

GUIDE FOR INTEREST BASED BARGAINING

A. BARGAINING PRINCIPLES:

1. Focus on issues, and not personalities.

2. Focus on interests, and not positions.

3. Create options to satisfy both mutual and separate interests.

4. Use standards to judge options.

B. ASSUMPTIONS:

1. The Interest Based Process can result in mutual gain;

2. Produce creative solutions which contribute to the success of the organization;

3. Produce solutions which the parties are motivated to uphold; and

4. Improve the relationship between the parties.

5. Open and honest discussion reveals mutual interests and expands options.

C. DEFINITIONS:

1. ISSUE: The topic or subject of the discussion or negotiations; usually stated in broad terms.

2. INTEREST: The concerns, problems, needs and desires behind the issue – why the parties care about the issue. The list of interests over which the parties bargain may include MUTUAL INTERESTS (both parties have identified) and SEPARATE INTEREST (only one party has identified).

3. OPTIONS: Potential solutions that can satisfy an interest.

4. STANDARDS: Objective considerations or criteria used to compare and judge the effectiveness of the options. Examples of standards include: legal, practical, efficient, economical, workable.

5. CONSENSUS: General agreement; all members agree upon a single alternative and are willing to support it as the best solution at the time.

6. RATIONALE: An explanation of the reasons, principles, practices for the agreement.

D. <u>STEPS IN THE PROCESS</u>:

1. SEPARATELY: PREPARE FOR USING THE PROCESS.

Educate the constituents and principals on the process and solicit their issues and interests.

Provide training in the process to the team as necessary.

Develop a list of issues and interests.

2. JOINTLY: PRESENTS LISTS OF ISSUES AND INTERESTS.

Discuss the issues and interests with the other party.

Explain the issue in terms of the interests identified.

Seek clarification of expressed interests as needed.

3. SEPARATELY: EXPLORE THE ISSUES

Brainstorm: Develop interests for each issue identified by both parties.

4. JOINTLY:

Review mutual interests.

Discuss and clarify expressed interests as needed.

Generate options to satisfy each interest: Brainstorm.

Establish standards to judge the options.

Generate possible standards: Brainstorm.

Agree on specific standards: Consensus.

Apply criteria to each option: Does it fit? Yes or No.

Combine or revise options as appropriate: Consensus.

5. CAPTURE THE AGREEMENT IN WRITING

A subcommittee may be appointed to write proposed language.

6. DEVELOP A JOINT RATIONALE FOR THE AGREEMENT.

Rationale captures the parties' intent behind the options adopted and clarifies how the language is to be interpreted.

Rationale may be written by the subcommittee.

7. JOINTLY

Review the language and revise as needed.

Agree on the final language and rationale by consensus.

E. DEVELOPING STANDARDS:

1. Standards are created by the parties to help them determine which option or options will best satisfy their interests.

2. Once a tentative list of standards has been developed, the parties should use consensus to reduce the list:

a. eliminate or combine redundancies

b. eliminate any that are not truly standards

c. decide which are too difficult to apply

d. determine which are most relevant to the issue under discussion.

3. Once a workable list of standards has been agreed by consensus, the parties can use them to judge the options using a matrix format.

F. SAMPLE MATRIX:

OPTIONS

STANDARDS	A	B	C	D	E
Legal					
Efficient					
Workable					
Etc.					

G. GUIDELINES FOR REACHING CONSENSUS:

1. LISTEN: Pay attention to others.

2. Encourage participation.

3. Share information.

4. Don't agree too quickly.

5. Don't bargain or trade support.

6. DON'T VOTE.

7. Treat differences as opportunities for strengthening the process.

8. Create a solution that can be supported.

9. Avoid arguing blindly for your own views.

10. Seek a solution that benefits both parties.

H. ROLE OF THE FACILITATOR:

1. Watch and Maintain the Process.

2. Keep the group on the issue.

3. Encourage everyone's participation.

4. Timekeeper: keep the process moving.

5. Keep the record.

6. Check for consensus.

APPENDIX V

GUIDE FOR DETERMINING REASONABLE PENALITIES IN

DISCIPLINARY AND ADVERSE ACTIONS

Supervisors and managers are responsible for selecting the appropriate penalty when taking disciplinary or adverse actions. The supervisor or manager should exercise responsible judgment in each case, based on specific, individual considerations, rather than acting automatically on the basis of generalizations that may be unrelated to the facts of the individual situation. In deciding the penalty, the supervisor or manager should conscientiously consider the relevant factors among those listed below and attempt to strike a responsible balance within the tolerable limits of reasonableness. While this list is not intended to include every possible factor that might be properly considered, the following are generally recognized as relevant.

1. The nature and seriousness of the offense and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated.

2. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public and prominence of the position.

3. The employee’s past disciplinary record.

4. The employee’s past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability.

5. The effect of the offense upon the employee’s ability to perform at a satisfactory level and its effect upon supervisor’s confidence in the employee’s ability to perform assigned duties.

6. Consistency of the penalty with those imposed upon other employees for the same or similar offenses.

7. Consistency of the penalty with the Shipyard table of penalties.

8. The notoriety of the offense or its impact upon the reputation of the agency.

9. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question.

10. Potential for the employee’s rehabilitation.

11. Mitigating circumstances surrounding the offense such as unusual job tension, personality problems, mental impairment, harassment, bad faith, malice, or provocation on the part of others involved in the matter.

12.The adequacy and effectiveness of alternative penalties or sanctions to defer such conduct in the future by the employee or others.

Not all of these factors will be pertinent in every case, and frequently in the individual case some of the pertinent factors will weigh in the appellant's favor while others may not or may even constitute aggravating circumstances. Selection of an appropriate penalty must therefore involve a responsible balancing of the relevant factors in the individual case. The requirement is not to strike an exact balance, but to assure that the penalty can be shown to be reasonable in light of all the pertinent factors.

The pertinent factors are not to be evaluated mechanically by any predetermined formula. For example, factor 6 above does not require mathematical rigidity or perfect consistency regardless of variations in circumstances or changes in prevailing regulations, policies, standards, or more. Rather, a "surface consistency" should be avoided in order to allow for consideration of all relevant factors. Also, with regard to factor 7, the table of penalties should not be applied so inflexibly as to impair consideration of other factors relevant to the individual case.

Whenever the actions is based on multiple changes, the supervisor or manager should consider whether the penalty would still be reasonable if any of the charges were not sustained.

Ultimately, the deciding official bears the burden of demonstrating the penalty is reasonable if the employee files a grievance or appeal over the action. In many case, the penalty is not specifically challenged and the deciding official will need only to show that he conscientiously considered the pertinent factors in assessing the penalty. In cases where the penalty is challenged as being unreasonable, any factual matters that were considered in deciding the penalty will need to be proven. For example, if poor work performance is to be cited as weighing against the employee, the employee's performance ratings will be needed to support that.

(Signature Page)

In witness whereof the parties hereto have executed this Agreement on the 2nd day of September 1994.

FOR THE TIDEWATER VIRGINIA FEDERAL EMPLOYEES METAL TRADES COUNCIL, AFL-CIO	FOR THE NORFOLK NAVAL SHIPYARD
Signed by President, MTC/AFL-CIO	Shipyard Commander
Signed by Chief Negotiator	Signed by Chief Negotiator
Signed by members of Union Negotiating Committee	Signed by members of Shipyard Negotiating Committee