

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN



SUPERVISOR OF SHIPBUILDING,  
CONVERSION AND REPAIR, USN  
NEWPORT NEWS, VIRGINIA  
23607

&

NATIONAL ASSOCIATION  
OF  
INDEPENDENT LABOR,  
LOCAL 2



EFFECTIVE  
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## PREAMBLE

In accordance with Chapter 71 of Title 5 of the United States Code (USC), and subject to all applicable statutes and regulations, the following Articles constitute an Agreement by and between the Supervisor of Shipbuilding, Conversion and Repair, United States Navy (USN), Newport News, Virginia, hereinafter referred to as the "Employer," and the National Association of Independent Labor (NAIL), Local 2, hereinafter referred to as the "Union."

## WITNESSETH

WHEREAS, the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

WHEREAS, the well-being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the strategic partnering involving personnel policies and practices affecting the conditions of their employment; and

WHEREAS, the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

WHEREAS, subject to law and the paramount requirements of public service, effective labor management relations within the Federal service require a clear statement of respective rights and obligations of the parties:

NOW, THEREFORE, the Parties agree hereto, as follows:

## ARTICLE 1

### RECOGNITION AND UNIT DESIGNATION

The Employer recognizes the Union as the exclusive bargaining representative for the Unit consisting of employees of the Supervisor of Shipbuilding, Conversion and Repair, USN, Newport News (SUPSHIPNN), Virginia, with the exception of the following:

- a. except as provided under 5 USC 7135 (a)(2), any management official or supervisor;
- b. a confidential employee;
- c. an employee engaged in personnel work in other than a purely clerical capacity;
- d. an employee engaged in administering the provisions of 5 USC 71;
- e. both professional employees and other employees, unless a majority of the professional employees vote for inclusion in the unit;
- f. any employee engaged in intelligence, counterintelligence, investigative, or security work which directly affects national security; or
- g. any employee primarily engaged in investigation or audit functions relating to the work of individuals employed by an agency whose duties directly affect the internal security of the agency, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity.
- h. Excluded are non-professional engineering (GS-800 group) and graded professional engineers in the engineering sciences and associated fields.

## ARTICLE 2

### PROVISIONS OF LAW AND REGULATIONS

Section 1. In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the USC and Code of Federal Regulations (CFR); by published agency policies and regulations in existence at the time the agreement was approved, and by subsequently published agency policies and regulations required by law, Executive Orders (EO) or the regulations of appropriate authorities.

Section 2. It is agreed and understood by the Employer and the Union that this Article applies to this initial agreement and all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union.

Section 3. In making rules and regulations relating to personnel policy, procedures and practices and matters involving conditions of employment, the Employer shall give due regard and consideration to the obligations imposed by this Agreement and the provisions of Public Law 95-454.

Section 4. It is agreed and understood that in any conflict between this Agreement and any existing SUPSHIPNN instruction, notice, or policy, this Agreement takes precedence. Any existing memorandums of understanding (MOUs), memorandums of agreement (MOAs), and other supplemental agreements between the Employer and the Union are terminated.

## ARTICLE 3

### DURATION AND CHANGES

Section 1. This Agreement shall remain in full force and effect for a period of three (3) years from the date of Department of Defense (DoD) approval or from the 31<sup>st</sup> day after execution, whichever is sooner. This Agreement shall be renewed automatically for additional periods of one (1) year thereafter, unless written notice of a desire to renegotiate or amend this Agreement is provided.

Section 2. This Agreement is subject to reopening when one of the parties chooses not to extend the Agreement but rather renegotiate a new Agreement. The following shall apply:

a. No earlier than 105<sup>th</sup> nor less than the 60<sup>th</sup> days prior to the scheduled expiration date of this Agreement. The party wishing to renegotiate the Agreement shall inform the other party of its desire to do so.

b. The party desiring to renegotiate the Agreement (moving party) shall provide two (2) copies of its proposed contract along with its request to renegotiate to the responding party.

c. The party receiving the request to renegotiate shall submit counter proposals/proposals to the moving party within 45 calendar days of the receipt of the request to negotiate.

Section 3. The parties may reopen the Agreement at any time by mutual consent and/or to amend when required by changes of law or government-wide rule or regulation. Before reopening, the party wishing to reopen will submit to the other party at least 30 calendar days prior to the desired reopening date, an agenda stating the reasons for reopening and the changes that are desired.

Section 4. This Agreement will remain in full force and effect during the renegotiation or reopening of the said Agreement and until such time as a new Agreement takes effect. When the renegotiation of this Agreement is pending or in process, the terms and conditions of this Agreement shall continue in effect until a new Agreement is affected.



## ARTICLE 4

### MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATION

Section 1. Definitions. For the purpose of this Agreement and all amendments and supplements hereto, the following terms are defined.

a. Mid-Term Bargaining. All negotiations which take place during the life of the Agreement concerning changes to conditions of employment not covered by the terms of this Agreement; or conditions of employment covered by the Agreement pursuant to Article 3, Duration and Changes.

b. Impact and Implementation Bargaining. All negotiations regarding procedures Management will follow in implementing decisions resulting from the exercise of its reserved rights under Section 7106 of the Federal Service Labor-Management Relations Statute and appropriate arrangements for employees adversely affected by those decisions when such decisions concern changes to conditions of employment.

c. Negotiation. Good faith bargaining between the parties with the objective of reaching written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations, and published policies.

d. Consultation. Dialogue either oral or written between the Employer and the Union which unlike negotiations does not require mutual compromise. The purpose of consultation is to provide the Union an opportunity to express its views and offer recommendations for consideration by the Employer.

Section 2. Procedure for Bargaining. This procedure is applicable to Mid-Term and Impact and Implementation bargaining as defined in Section 1 above. These time limits may be extended by mutual agreement.

a. The Employer shall provide the Union with a copy of proposed new and revised instructions pertaining to personnel policies, practices, and working conditions affecting bargaining unit employees (BUEs). The Employer shall notify the Union President/designee in writing prior to the planned implementation of a proposed change in conditions of employment. With the copies and the notification, the Employer will indicate the general nature of the proposed changes and the planned implementation date.

b. The Union will have seven (7) calendar days from the date on which notification is received by the Union to request bargaining. The request shall be in writing.

c. The Union will have seven (7) calendar days from the date of notification to bargain to forward written proposals. Upon receipt of the Union's proposal, the Employer will have seven (7) calendar days to submit a response.

d. If the Union does not request bargaining within the time limit, the Employer may implement the proposed change(s).

e. The Employer shall have 14 calendar days from the date of receipt of a Union-initiated proposed change to conditions of employment to forward a written proposal to the Union.

f. Negotiations between the parties will commence at a mutually agreeable time and site on the Employer's premises within seven (7) calendar days following submission of written proposals.

g. The parties will strive to reach an agreement within 14 calendar days from the date of receipt of written proposals or the negotiating meeting whichever is later. If no agreement is reached, the parties will jointly contact the Federal Mediation and Conciliation Service (FMCS) for mediation assistance. If no agreement is reached through the FMCS, the party requesting negotiations will present the issues at impasse to the Federal Service Impasses Panel (FSIP).

Section 3. Procedure for Consultation. Per the definition in Section 1 above, the Union may raise to the Employer any issue(s) relative to conditions of employment of bargaining employees.

## ARTICLE 5

### EMPLOYER RIGHTS

Section 1. Subject to Section 2 of this Article, nothing in this Article shall affect the authority of any management official of the Employer:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and

b. In accordance with applicable laws:

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

(2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Employer's operations shall be conducted;

(3) With respect to filling positions, to make selections for appointments from:

(a) Among properly ranked and certified candidates for promotion; or

(b) Any other appropriate source; and

(4) To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

Section 2. Nothing in this Article shall preclude the Employer and the Union from negotiating:

a. 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;

b. Procedures which management officials of the Employer will observe in exercising any authority under this Article; or

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

## ARTICLE 6

### EMPLOYEE RIGHTS AND OBLIGATIONS

Section 1. The Employer and the Union agree that employees in the bargaining unit covered by this Agreement 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, and each employee shall be protected in the exercise of such right. The parties agree that no interference, restraint, coercion, or discrimination will be practiced by the Employer or the Union in exercise of these employee rights. Such rights include:

a. To act for a 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;

b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under 5 USC Chapter 71.

Section 2. Employees have the right, regardless of Union membership to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or established agency policy.

Section 3. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction as delineated in this Agreement.

Section 4. Employees have the right to be represented by an attorney or by a representative of their own choice, in any grievance or statutory appeal action, except those subject to the negotiated grievance procedure contained in this Agreement.

Section 5. The Union shall be given the opportunity to be represented at any examination of a unit employee by a representative of the Employer in connection with an investigation if;

a. The employee reasonably believes that the examination may result in disciplinary action against the employee; and

b. The employee requests representation.

In accordance with the Federal Service Labor-Management Relations Statute, Section 7114(a)(3), the Employer will post a notice of Right of Representation for all BUEs on an annual basis.

Section 6. The parties recognize where an investigation takes place as outlined in Section 5, above, and the employee requests Union representation, it is both parties' interests that a Union-designated representative be released from normal duties in a timely fashion. This allows for both the statutory representation process to take place and the investigative procedure to proceed in an expeditious manner. However, it is also understood there may be limited instances where this may not be possible due to mission-related requirements. In these limited circumstances, the Employer agrees to postpone the investigative process for a reasonable amount of time until the Union representative can be released. To assist in this endeavor, the Union will make every effort to have representatives available for this function.

Section 7. The employee has the right to confer with Union officials during duty hours concerning grievances, complaints, appeals or other appropriate matters. An employee desiring to confer with a Union representative will make the request for time to their immediate supervisor or designee and obtain approval prior to leaving their work area. Supervisors will grant the request within a reasonable amount of time and any absences from the work area will be limited to reasonable amount(s) sufficient in duration to conduct discussions and/or take actions deemed necessary. Requests shall not be unreasonably denied.

Section 8. Employees shall be protected against reprisal of any nature for the disclosure of information not prohibited by law or EO. Such disclosure may include, but is not limited to, a waste of funds, an abuse of authority, or a danger to the public or an employee's health or safety.

Section 9. The employee has the right to view their personnel folder online.

Section 10. All employees have the right to be treated with dignity and respect and to have a hostile free work environment. No employee will have to tolerate harassment, bullying, abusive language, intimidation, or discrimination.

Section 11. In the administration of this Agreement, the Employer agrees to treat all employees in a fair and equitable manner with necessary safeguards for the privacy and proper regard for the dignity of all personnel.

Section 12. It is the right of each unit employee to be counseled or discipline in private. Normally counseling is done by the immediate supervisor.

Section 13. Management will provide a private meeting facility at or near the work area involved, where an aggrieved employee can talk privately with their Union representative. Aggrieved employees and their representatives shall be afforded an opportunity to meet to discuss concerns, complaints or grievances relative to their conditions of employment when the mission permits. Employees will charge time to the appropriate charge code.

Section 14. Both parties recognize that the applicable laws and regulations require employees in the unit to conduct themselves in a manner reflecting favorably upon themselves, the Employer, and the Federal Service, to report for duty as assigned, in a punctual manner, to perform their work in an efficient manner and with a minimum of waste, to observe the requirements set forth in this Agreement and be subject to appropriate disciplinary action for noncompliance or nonobservance, to acknowledge the rights of the Employer at all times, and to place mission and work accomplishment paramount to personal needs and desires.

## ARTICLE 7

### UNION RIGHTS

Section 1. The Union shall accept employees of the Unit as members without discrimination based on race, color, religion, creed, age, sex, national origin, political affiliation, marital status, handicapping condition, etc.

Section 2. The Union shall be entitled to act for and to negotiate collective bargaining agreements covering all employees in the bargaining unit and shall be responsible for representing the interest of all such employees without discrimination and without regard to union membership, consistent with this Agreement and statute.

Section 3. The Union shall be given the opportunity to be represented at 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 practices or other general condition of employment.

Section 4. The Union will be included on the Employee Check-In/Check-Out sheet. If new employee orientations are conducted, the Union will be notified at least one (1) week in advance and may have up to one (1) representative present. The Union representative may hand out Union literature and will have at least 30 minutes to address the employees and answer questions.

## ARTICLE 8

### UNION REPRESENTATION

Section 1. In order that the Union may properly represent the bargaining employees in the unit, the Employer agrees to recognize the duly elected or appointed Union officers, stewards, and National Officers of NAIL. The Union shall maintain with the Employer a written list of all officers and stewards who are authorized to speak for the Union in an official capacity. A revised list will be provided to the Employer when there is any change in officers and stewards. The Employer will recognize only those Union officers and stewards designated in writing. The Union officers and stewards will be permitted to function in accordance with the provisions of this Agreement.

Section 2. The number of Union stewards (including the Chief Steward) shall be the number reasonably required, but not more than five (5). Each employee in the bargaining unit shall have access to a Union representative. If the Union believes additional stewards are necessary to accommodate new BUEs, the increase will be subject to negotiation.

Section 3. Union representatives will be granted taxpayer-funded union time (defined at 5 USC Section 7131 as "official time") without charge to leave or loss of pay to carry out their duties within the scope of this Agreement. The Union agrees whenever business within the scope of this Agreement is transacted during work hours, only the amount of time necessary to bring about a prompt and expeditious disposition of the matter will be utilized.

Section 4. The Union is authorized up to one (1) hour of taxpayer-funded union time (official time) per bargaining unit position/billet per fiscal year. No union representative may exceed 25% of their paid time performing non-agency business in a fiscal year. After the beginning of each fiscal year, the Union will request the number of positions/billets authorized for the unit to determine the Union time rate. Representational functions include, but are not limited to:

- a. Investigate, prepare, discuss, and/or present grievances, appeals, claims, and Unfair Labor Practices (ULP) with employees and management.
- b. Attend formal discussions between management and employees concerning grievances when the aggrieved employee does not have the Union representing them.
- c. Consult and/or negotiate with representative(s) of the Employer concerning personnel policies, practices, and conditions of employment.
- d. Research and prepare recommendations and/or proposals in connection with consultation, negotiations, or meetings.
- e. Collective Bargaining Agreement (CBA) Negotiations.



f. Third party investigations.

g. Management scheduled meetings.

Section 5. Management will permit a Union designated representative of record and an advisor to the representative to be at formal hearings with arbitrators, the Federal Labor Relations Authority (FLRA) and the Merit Systems Protection Board (MSPB). Observers from the Union will be permitted on taxpayer-funded union time (official time) subject to mutual agreement of the parties.

Section 6. The Union further agrees that use of taxpayer-funded union time (official time) shall not extend to those activities associated with organizing efforts or the internal management of the Union. Such matters shall include but are not limited to the solicitation of memberships, collection of dues or other assessments, circulation of authorization cards or petitions, solicitation of signatures on dues withholding authorization forms or forms revoking dues withholding authorizations, campaigning for labor organization office, and meetings with the National representatives that is unrelated to employee representational activities.

Section 7. Union representatives will request and receive permission from their immediate supervisor or designated acting supervisor whenever they wish to leave their official duties to perform any of their representational responsibilities and will report to their supervisor when they return. The Union representative shall identify the general nature of the matter requiring representational services. Permission will be granted promptly upon request except when work exigencies preclude such release. Taxpayer-funded union time (official time) will not be unreasonably denied. If the request is denied and the Union representative cannot be spared at the time requested, then the immediate supervisor or designated supervisor shall inform the Union representative of the reason for the denial. When such request is denied, the immediate supervisor or designated supervisor shall provide the Union representative with an alternate time of which the request can be granted, or the Union may elect to have another officer or steward request taxpayer-funded union time (official time) to perform the representational duties.

Section 8. The Union will cooperate with the Employer by properly maintaining a record of time spent for union representational activities by documenting such in the automated time and attendance system. Overtime or compensatory time will not be authorized for taxpayer-funded union time (official time).

Section 9. Supervisors will evaluate and appraise Union representatives when performing their normal work duties without bias toward the employee's authorized Union activities or the amount of taxpayer-funded union time (official time) used in that regard, unless the employee did not perform 90-days of agency business during the rating period due to authorized Union activities. In this case, the employee cannot receive a rating of record.

Section 10. Authorized representatives of the NAIL National Office, including NAIL attorneys, will be recognized by the Employer and will be allowed to visit the Command on appropriate Union business at the request of a Union representative while following all Employer/facility security requirements.

## ARTICLE 9

### UNION TRAINING SESSIONS

Section 1. The Employer agrees to grant the Union officials or representatives taxpayer-funded union time (official time) for training on labor relation matters, provided the subject matter of such training is of mutual benefit to the Employer and the Union. Request for such taxpayer-funded union time (official time) will be addressed to the Deputy Supervisor of Shipbuilding, normally 14 calendar days in advance. The request should include the following information: Name(s) of representative(s) and date, time, place of meeting, and attached written agenda of the training. If such agenda is not available, the letter of request must contain sufficient information so that the Deputy Supervisor of Shipbuilding may identify portions of the training defined as mutually beneficial to the Employer and the Union. The Deputy Supervisor of Shipbuilding will approve or deny the request normally within seven (7) calendar days prior to the start of the requested period. If the request is denied then the Deputy Supervisor of Shipbuilding shall inform the Union officials or representatives of the reason for the denial. The Union officials or representatives will not normally be granted taxpayer-funded union time (official time) for more than 16 hours per representative in any fiscal year for such training within the constraints of the total authorized taxpayer-funded union time (official time) authorized within this CBA.

Section 2. The Employer will provide, upon request from the Union, a meeting place conveniently located at SUPSHIPNN and of ample capacity to conduct union seminars and training sessions including video presentation.

## ARTICLE 10

### UNION FACILITIES

Section 1. The Employer agrees to allow the Union the use of available conference rooms and like facilities for the purpose of conducting official representational duties with members of the bargaining unit. Use of conference rooms and similar facilities will be on an as available basis.

Section 2. The Employer agrees to consider requests for the use of SUPSHIPNN facilities by the Union for meeting purposes on an as needed, as available basis. Upon such request, facilities of this activity will be made available, to the extent possible, for meetings of the union for the conduct of internal affairs outside regular working hours, subject to prescribed security requirements and consistent with all pertinent circumstances.

## ARTICLE 11

### PAYROLL WITHHOLDING OF UNION DUES

Section 1. An employee who is a member in good standing of the Union may voluntarily authorize an allotment from their pay to cover regular dues for such membership provided that all the following requirements are met:

a. The employee receives pay on regularly scheduled paydays and such pay is sufficient, after legal deduction to cover the full amount of the allotment for established dues.

b. The employee has voluntarily completed a request for such allotment from their pay with full knowledge of the limitations on revocation of the authorization.

c. The employee is employed in the organizational unit for which exclusive recognition has been granted.

d. The employee has no other allotments for the payment of dues to a labor organization.

Section 2. The Union is responsible for procuring the prescribed allotment form (SF 1187), distributing the form to prospective members, certifying as to the amount of dues and informing and educating its members on the program for allotments for payment of dues. The Union will also advise prospective members that they are obligated to pay the dues for a period of one (1) year after initiating the allotment unless their employment is terminated or they become ineligible to be in the unit.

Section 3. An allotment may be submitted to the Employer's Payroll Office in Code 700 at any time. Allotments received by the Employer's Payroll Office in the Financial Management Department before Wednesday preceding the beginning of a pay period will be effective at the start of the first pay period following receipt of the request.

Section 4. Allotted dues will be withheld from the regular biweekly payrolls unless otherwise specified. The amount to be withheld shall be the amount of the regular dues of the member. If the amount of regular dues is changed, the Employer's Payroll Office will be notified in writing by the Union of the rate and effective date of the amended dues structure. The notification of a dues change is for informational purposes only. The amended dues structure will be withheld effective with the next deduction by payroll unless a later date has been specified by the Union.

Section 5. The Employer's Payroll Office in Code 700 will take action to terminate an allotment:

a. At the end of the pay period in which notification of loss of exclusive recognition by the Union.

b. At the end of the pay period, or during which, an employee is separated or moves to a position not included within the unit of recognition. It is the Union/Employee's responsibility to notify the Employer's Payroll Office in Code 700 of the separation date.

c. At the first complete pay period after written notification is received from the Union that an employee is no longer a member in good standing in the Union.

d. Upon receipt of a properly completed SF-1188, at the beginning of the first pay period one (1) calendar year after the employee's dues have been initially withheld, or if the allotment is not revoked at the end of the first year it has been in effect, any subsequent revocation will be effective the first pay period beginning on or after 1 June, provided the revocation is received in the Employer's Payroll Office in Code 700 prior to 1 June. Revocations shall be received only during the month prior to the revocation period. The Union shall be provided a copy of the revocation form by the Employer's Payroll Office in Code 700 within one (1) pay period of receipt.

## ARTICLE 12

### HOURS OF WORK AND BASIC WORKWEEK

Section 1. The administrative workweek is established as the seven (7) day calendar week beginning at 0001 Sunday and ending at 2400 Saturday. The basic workweek normally will consist of five (5) consecutive eight (8) hour workdays (except employees working alternate work schedules), Monday through Friday inclusive. Employees shall be granted, on a nonpaid basis, a 30 minute unpaid meal break each workday.

Section 2. Hours of work available to BUEs will normally be 0545 hours to 1815 hours. The core hours are from 0845 hours to 1515 hours unless on approved leave. Any deviation to a schedule must be approved by the supervisor prior to working those hours.

Section 3. When there is a major change to an employee's duty hours, days or weeks that adversely impacts an employee, the Union will be notified ten (10) calendar days in advance along with the employee(s) so that the Union may request to negotiate. Notice of less than ten (10) calendar days may be given when the Employer would be seriously handicapped in carrying out its functions. The notice will include inclusive dates of change, and names of affected employees and the current and proposed hours. There is no need to notify the Union on normal schedule changes or when the employee(s) agree(s) to the change.

Section 4. Lunch Periods:

a. Lunch periods will be scheduled for all employees who work more than four (4) hours in a workday.

b. Lunch time will not be considered duty time. However, nothing shall preclude management from assigning work to the employee. The Employer agrees that when employees are required to work during the lunch period they shall be granted a lunch period equal in length to the normally designed lunch period or be compensated.

c. A minimum 30-minute lunch break must be added to employees work schedule. However, supervisors may authorize up to one (1) hour for lunch break. Lunch periods are unpaid and may be taken between the hours of 1130 hours and 1230 hours. Employees taking an extended unpaid meal period (a maximum of one (1) and one half (1/2) hours) must gain prior supervisory approval prior to execution. The unpaid period may not be taken at the beginning or end of the workday. Employees are permitted to make up extended meal period provided the time worked is prior to 1800 hours on that day. If the extended meal period cannot be made up on that day then the employee must request leave.

Section 5. The parties agree that an Alternative Work Schedule (AWS) program enables employees to better balance their work and family responsibilities, thereby increasing employee effectiveness and job satisfaction while decreasing turnover rates and absenteeism. The parties further agree that agency mission accomplishment is of primary concern. Therefore, an AWS cannot reduce the productivity of the agency; diminish level of services furnished to the public by the agency; or increase the cost of agency operations (other than a reasonable administrative cost relating to the process of establishing a flexible or compressed schedule).

a. AWS means both Flexible Work Schedules (FWS) and Compressed Work Schedules (CWS). A FWS allows an employee to determine their own schedule with supervisor approval. A CWS is comprised of work scheduled for less than ten (10) workdays per pay period.

b. Employees desiring an AWS must request approval from their supervisor at least seven (7) calendar days prior to the start of the affected pay period. The supervisor reserves the right to alter or deny participation, but denial will only be for good cause where participation would adversely impact the mission. A supervisor who denies an employee's request must notify the employee in writing with the reason for the denial. On a case by case basis, upon request and if practicable, a supervisor should grant deviations to accommodate an employee's personal circumstances as long as mission requirements allow. In such instances, the employee will make the request as far in advance as possible.

c. An AWS will not restrict persons from working scheduled or unscheduled overtime that is ordered and approved.

d. Lunch period and breaks are still in accordance with the CBA.

e. Supervisors may remove employees from AWS in an emergency or where there is evidence of employee abuse. If a person is removed from an AWS they will return to a normal eight (8) hour schedule established by their supervisor.

f. Employees will revert to the standard work schedule while on temporary duty (TDY) or training status or sea trials unless determined otherwise by the supervisor.

g. When it is known in advance of the start of the pay period that an employee's work hours must be changed due to workload requirements, the employee may be temporarily removed from their normal AWS in order to support the Command's mission. Employee will return to the AWS plan participation at the start of the pay period immediately following completion of the assignment. When it is not known in advance of the start of the pay period that employees will be given an assignment for a period of time which is less than a full pay period, they will remain on their approved tour of duty for the pay period.



Section 6. Employees may participate in the following AWS, however employees shall be at work during core hours.

a. Flexi tour/Flextime (AWS 1). The Employee will work five (5) workdays of eight (8) hours a day and 40 hours each workweek. The employee may choose their arrival and departure time. The arrival and departure time remains the same each workday unless a request by the employee with supervisor approval. Participating employees may begin work at 15 minute intervals (i.e., on the hour,  $\frac{1}{4}$ ,  $\frac{1}{2}$ ,  $\frac{3}{4}$ , past the hour).

b. CWS (AWS 6). A work schedule that consists of a total of 80 hours worked over less than ten (10) workdays in a biweekly pay period. For example:

5-4/9 Plan. The Employee will work 80 hours in a nine (9) hour workday for eight (8) days of the biweekly pay period and one (1) eight (8) hour workday during the biweekly pay period. This affords the employee one (1) regular day off (RDO).

The RDO may be changed by mutual agreement of the employee and the Employer to accommodate mission requirements and/or personal requirements.

Section 7. The Employer agrees to notify employee(s) at least seven (7) calendar days before the beginning of the first administrative workweek affected by a change in shifts and duty hours. Notification of changes less than seven (7) calendar days may occur where the Employer would otherwise be handicapped in carrying out its mission or its costs would be substantially increased.

Section 8. An employee who takes annual or sick leave will be charged for the number of hours they are regularly scheduled to work that day. For example, an employee who is on a 5-4/9 CWS takes annual leave on a day they are scheduled to work nine (9) hours. They will be charged nine (9) hours of annual leave.

Section 9. Service Computation Date (SCD)-RIF is the standard for resolving conflicts regarding work schedule arrangements. In the event SCD's are the same, ties will be broken by adding the last four (4) digits of employee's social security number. Highest total score prevails.

Section 10. In accordance with the latest revision or successor instruction of SUPSHIPNNINST 7420.3, Timekeeping Policy and Procedures for Civilian Employees of Supervisor of Shipbuilding, Conversion and Repair, Newport News, VA.

## ARTICLE 13

### TELEWORK

Section 1. Ad hoc/situational telework may be approved by management for employees deemed eligible in accordance with applicable DoD, Department of Navy (DON) and Naval Sea Systems Command (NAVSEA) guidelines and mission requirements.

Section 2. The parties agree to revisit the administration of the telework program after completion of a six (6) month trial period.

Section 3. The ad hoc/situational telework program will be administered in accordance with the latest revision or successor instruction of SUPSHIPNNINST 12620.1, Supervisor of Shipbuilding, Conversion and Repair, USN, Newport News Telework Program.

## ARTICLE 14

### OVERTIME

Section 1. Overtime is defined as hours in a pay status in excess of an employee's normal scheduled workday or in excess of 80 hours in any biweekly pay period. Overtime and compensation for employees in the unit shall be in accordance with applicable laws, rules and regulations.

Section 2. In the assignment of scheduled overtime, the Employer agrees to make every effort to give employees as much notice as possible when overtime is required.

Section 3. In cases of unscheduled overtime or emergency situations, it is recognized that little advance notice may be possible because of unforeseen mission requirements; however, the Employer will notify the employee as soon as the need for overtime is recognized.

Section 4. Upon request, an employee may be released from an overtime assignment for personal reasons if there is another qualified employee available and willing to work. However, if a qualified replacement is not available, the employee will work overtime.

Section 5. Employees on official training duty shall not receive overtime for periods of training duty except as authorized by appropriate regulations.

Section 6. Overtime assignments shall be distributed fairly and equitably among qualified employees in accordance with their skills and familiarity with the work. Employees that normally perform the work should be given first consideration.

Section 7. When it is necessary for an employee to return to work outside of their scheduled work hours for unscheduled overtime, they shall be paid a minimum of two (2) hours of overtime in accordance with the provisions of regulations regardless of whether the employee is required to work the entire two (2) hours.

Section 8. If an employee is directed to perform overtime either before or after a shift, and it involves a period of waiting to perform the overtime, the time waiting will be considered hours of work if the employee has to remain onsite in a state of readiness to perform work with limitations on the employees activities so substantial that the employee cannot use the time effectively for their own purposes.

Section 9. Non-exempt employees may elect to work compensatory time in lieu of overtime.

Section 10. Fair Labor Standards Act (FLSA) exempt employees whose rate of basic pay is higher than the basic rate of pay for the Grade GS-10, Step-10, may, at the discretion of the Employer, be granted either paid overtime or compensatory time off for all overtime work performed.

Section 11. Any employee having a question regarding overtime compensation may bring the matter to the attention of the Union or Employer. Upon request and to the extent permitted by law and regulation the Employer will provide the Union with pertinent overtime information to aid in resolving a claim of inequitable distribution of overtime made by specific employees.

Section 12. In accordance with the latest revision or successor instruction of SUPSHIPNNINST 7420.3, Timekeeping Policy and Procedures for Civilian Employees of Supervisor of Shipbuilding, Conversion and Repair, Newport News, VA

## ARTICLE 15

### HOLIDAYS

Section 1. Employees shall be entitled to all holiday benefits consistent with governing rules and regulations in connection with all Federal holidays prescribed by law.

Section 2. All employees who work on holidays during their regular shift shall receive at least two (2) hours of holiday pay in accordance with applicable regulations. Holiday work means non-overtime work performed during a regularly scheduled tour of duty on a holiday. Work outside of the employee's regular tour of duty on a holiday is considered overtime. An employee may earn compensatory time in lieu of overtime for this work, upon request.

Section 3. Employees assigned to regularly scheduled night work are entitled to night differential pay in accordance with applicable regulations on all days designated as holidays on which they are not required to work.

Section 4. When a holiday falls on Saturday, the holiday will be observed on the preceding Friday; likewise, when a holiday falls on Sunday, it will be observed on the following Monday.

Section 5. In accordance with the latest revision or successor instruction of SUPSHIPNNINST 12630.3, Absence and Leave of Civilian Personnel.

## ARTICLE 16

### ANNUAL LEAVE

Section 1. Requests for annual leave will be granted except where to do so would unduly impact the organization's mission. The supervisor will advise the employee, normally within five (5) workdays, of approval or disapproval of leave and will give due weight in any decision to deny leave to the timeliness of the request, length, nature of the leave, reservations and other factors as well as the impact to the mission. Annual leave will be charged in six (6) minute increments.

Section 2. Consistent with workload and manpower requirements and when the request is submitted with sufficient advance notice, the Employer agrees that an employee's request for annual leave will be granted.

Section 3. RDO immediately preceding and following scheduled vacation periods will be treated as part of the vacation schedule, to permit employees to include these days in their vacation plans.

Section 4. It is agreed that employees should schedule use or lose annual leave so that employees will not forfeit annual leave due to excess workload. Use or lose annual leave will be restored in accordance with the USC and CFR.

Section 5. It is agreed that no employee should be called back from leave unless an emergency designated by the Employer arises and no other qualified employee within the immediate organizational element is reasonably available to perform the required duties.

Section 6. Scheduled annual leave will be cancelled by the Employer only when an employee's services are required to meet workload requirements, as set forth in regulations. Decisions to cancel previously approved leave will take into consideration work exigencies and non-reimbursable expenses actually incurred by the employee subsequent to the time the leave was approved.

Section 7. A supervisor must determine when, and the extent to which, annual leave is to be granted or denied. An initial decision will be provided to the employee as soon as practicable from the date of their request. When a supervisor determines that work commitments require the employee's attendance, scheduled and approved leave may be cancelled and rescheduled. In such instances, the supervisor will ensure that the employee is notified in writing in a timely manner and have an opportunity to reschedule any cancelled leave.

Section 8. Requests for annual leave due to emergencies will normally be granted. An employee unable to report for duty because of a personal emergency must request annual leave by notifying the Employer (supervisor or designated individual) by designated call-in number and/or other method established by the supervisor, normally within two (2) hours after the start of the shift. Approval of request for annual leave for unforeseen emergency reasons will be considered as circumstances warrant.

Section 9. The Employer agrees to follow the liberal leave policy provided by Huntington Ingalls Industries, Newport News Shipbuilding (HII-NNS) on their observance of Thanksgiving and Christmas holidays, provided workload permits. Employees are encouraged to schedule annual leave to take maximum advantage of such liberal leave periods.

Section 10. In accordance with applicable provisions of the USC and CFR and mission requirements, annual leave, leave without pay, or religious compensatory time off will be approved when scheduled in advance, for an employee to observe a religious holiday associated with the religious faith of the employee.

Section 11. In accordance with the latest revision or successor instruction of SUPSHIPNNINST 12630.3, Absence and Leave of Civilian Personnel.

## ARTICLE 17

### SICK LEAVE

Section 1. The parties recognize the insurance value of sick leave and agree to encourage employees to conserve such leave so it will be available when needed. Sick leave is authorized when properly requested for an employee who is incapacitated for duty because of illness; injury; pregnancy and resulting confinement as ordered by physician or health care provider; medical, dental or optical examination or treatment; or when confined because of exposure to a contagious disease requiring isolation or quarantine. Sick leave will be charged in six (6) minute increments.

Section 2. Requests for sick leave normally will be made in advance of a scheduled appointment for medical, dental or optical examination or treatment. Employees will make reasonable efforts to schedule such appointments after working hours or on non-workdays.

Section 3. Sick leave shall be granted by the Employer to employees when they are incapacitated for the performance of their duties for reasons of sickness, injury, or other reasons provided by leave regulations. Employees not reporting for work for reasons as stated above shall furnish notice to the supervisor normally within two (2) hours after the beginning of their scheduled work shift. Employees who occupy positions on shift assignments that require one-on-one relief will notify the immediate supervisor or their designee on duty of the need for sick leave at least one (1) hour prior to the scheduled starting time except where circumstances prevent. When the employee's notification involves more than one (1) day off, daily contact will normally not be required.

Section 4. A supervisor may request a medical certificate or other administratively acceptable evidence for an absence in excess of three (3) workdays, or for a lesser period when the Command determines it necessary, which should be furnished to the Employer no later than 15 calendar days after the employee returns to duty. Signed statements by employees explaining the nature of their illness may be accepted when it is unreasonable to require a medical certificate because the illness does not require the services of a physician. Normally, the diagnosis, prognosis, and appropriate applicable restrictions on activities should be sufficient. The supervisor may require the employee to provide an estimated date of return, or full or partial recovery. In any event, employees who are sick shall be carried on sick leave, annual leave, or leave without pay, as requested, when the employees have properly notified management of their sickness.

Section 5. The Employer will normally allow the employee to substitute annual leave in lieu of sick leave when the employee requests such substitution and the amount of sick leave that would be used does not exceed the amount of annual leave the employee has accrued.



Section 6. The number of hours of sick leave used will not by themselves establish abuse.

Section 7. Any use of sick leave substantiated by medical certificate will not be considered by the Employer as abuse of sick leave if and when employees are issued a letter in relation to abuse of sick leave.

Section 8. The employee's use of sick leave will not be restricted without just cause. Where the Employer believes that the abuse of sick leave exists the cause of that belief will be clearly defined in writing and presented to the employee at or before the effective time of the restriction. This written notification will be based on all the merits of the individual case and not as a group action and is subject to the negotiated grievance procedure. Upon request, the provision of the restrictions shall be subject to review by the supervisor and the employee at the end of the 90-day period. If it is decided that the restriction is no longer necessary, the employee will be notified of this determination and the previous notice shall be removed from the Office or Department record.

Section 9. Sick leave should be granted when a member of the immediate family of the employee is afflicted with a contagious disease (a disease subject to quarantine or isolation of the patient by the health authorities having jurisdiction) which requires the care and attendance of the employee; or when, through exposure to contagious disease, the presence of the employee at their post of duty would jeopardize the health of others. 5 CFR 630.201 states that a contagious disease is that which is ruled as subject to quarantine, requires isolation of the patient, or requires restriction of movement by the patient for a specified period as prescribed by local health authorities.

Section 10. Sick leave records shall be considered personal in nature, and as such, are confidential. Records of sick leave shall be maintained only by those persons properly authorized to maintain them.

Section 11. When a medical practitioner has certified that an employee has physical restrictions that preclude the full performance of duties of their assigned position, the Employer will offer to provide any duties within workload requirements that the employee can perform within the given restrictions as provided for by applicable regulations and statutes.

Section 12. When an employee is confined to their home or a hospital for convalescence, the Employer will not request the employee to return to work contrary to medical instruction.

Section 13. Career or career-conditional employees who are incapacitated for duty because of serious illness or disability may be advanced unearned sick leave. Before granting advanced sick leave, it is recommended that the approving authority consider such matters as the expectation of return to duty, the need for the employee's services, and the benefits to the agency of retaining the employee. The Employer agrees to

advance sick leave not to exceed 240 hours in established deserving cases of serious illness or disability. Such leave is subject to the following:

- a. The employee furnished written evidence from a physician or practitioner that the employee can expect to return to duty on a permanent basis.
- b. The employee has exhausted all accumulated sick leave.
- c. There is no evidence indicating the employee will not remain employed after their return to duty long enough to repay the advance sick leave.
- d. The employee is not under a written medical certificate requirement.
- e. The employee has exhausted any annual leave in excess of 240 hours.

Section 14. An employee is entitled to use sick leave to:

- a. Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth;
- b. Provide care for a family member who would, as determined by the health authorities having jurisdiction or a health care provider, jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease; or
- c. Make arrangements necessitated by the death of a family member or attend the funeral of a family member.

Section 15. In accordance with the latest revision or successor instruction of SUPSHIPNNINST 12630.3, Absence and Leave of Civilian Personnel.

## ARTICLE 18

### LEAVE WITHOUT PAY

Section 1. An employee's request for leave without pay (LWOP) shall be submitted in writing to the immediate supervisor as far in advance as possible. The employee will receive a timely response, normally within seven (7) calendar days, to this request. Employee representatives elected or appointed to a Union office or as a delegate to any Union activity may apply for periods of leave, as necessary, to accept temporary Union positions or attend Union activities. LWOP will be administrated in accordance with the Office of Personnel Management (OPM) and regulations.

Section 2. Employees returning to duty from approved LWOP will be granted such rights, privileges, and seniority to which they may be entitled at that time in accordance with applicable statutes and regulations.

Section 3. Employees in an approved LWOP status shall accrue all rights and privileges in respect to retirement status and coverage under the Federal Employees Group Life Insurance (FEGLI) and Federal Employees Health Benefits (FEHB) Program to which they may be entitled in accordance with applicable statutes and regulations.

Section 4. Employees on LWOP for longer than 30 calendar days may impact employee benefits and require processing a personnel action.

Section 5. In accordance with the latest revision or successor instruction of SUPSHIPNNINST 12630.3, Absence and Leave of Civilian Personnel.

## ARTICLE 19

### FAMILY MEDICAL LEAVE

In accordance with the latest revision or successor instruction of SUPSHIPNNINST 12630.3, Absence and Leave of Civilian Personnel and the OPM Handbook on Leave and Workplace Flexibilities for Childbirth, Adoption, and Foster Care.

## ARTICLE 20

### EXCUSED ABSENCES

Section 1. An employee may be excused from duty without charge to leave or loss of pay to volunteer as a blood donor. Normally the maximum time excused should not exceed four (4) hours for those donating blood. Employees will return to duty after recuperating. Additional time may be approved by employee's immediate supervisor, where employees must travel long distances or where an unusual need for recuperation occurs.

Section 2. When employees are excused to participate in interviews and written examinations conducted under the Employer's Merit Promotion Program in the Hampton Roads commuting area, they will do so without charge to leave or loss of pay provided the interviews or examinations are conducted during regularly scheduled working hours by the DoD. For interviews by DoD activities outside of Hampton Roads, and non-DoD activities, employees will use an appropriate leave category.

Section 3. Employees who are late in reporting to work, or who request and obtain permission to be briefly absent from duty during the workday (for example: to the credit union/bank/ATM within close proximity of the duty station), may be excused for periods of less than one (1) hour by their immediate supervisor.

Section 4. Employees will be excused from duty without charge to leave or loss of pay to attend or make arrangements for the funerals of immediate family members who die as a result of wounds, disease, or injury incurred while serving in a combat zone. The length of excused absence should be determined dependent on the circumstances of each request, but may not exceed three (3) workdays. Employees must provide written substantiation of the death of family members immediately upon their return to duty.

Section 5. Employees who are veterans will be excused from duty for up to four (4) hours to participate in funeral ceremonies as pallbearers, members of the firing guard, or honor guard for members of the armed forces.

Section 6. Employees will be allowed excused absence to attend employee's retirement ceremonies/luncheons without the use of leave. The time will include travel time to and from (a notional one half hour each way), the normal lunch period, plus an hour for the ceremony for a total of 2.5 hours including the 30-minute lunch period.

Section 7. Employees may be granted excused absences for other purposes if specified in accordance with regulations.

Section 8. In accordance with the latest revision or successor instruction of SUPSHIPNNINST 12630.3, Absence and Leave of Civilian Personnel.

## ARTICLE 21

### COURT LEAVE

Section 1. Court leave and pay shall be granted in accordance with appropriate regulations of higher authority to an employee who is subpoenaed to act as a witness before a court on behalf of the United States Government or state or local government or who is summoned to perform jury duty in any court of law. When an employee is called as such a witness or juror, they shall immediately notify their supervisor and submit a copy of the subpoena or summons. Upon completion of service, the employee shall submit any written evidence provided by the court of their service as a witness or juror.

Section 2. If the employee is excused from such service with sufficient time to enable that employee to return to duty for at least two (2) hours of the scheduled workday, including travel time, the employee shall return to duty unless granted appropriate leave by the Employer. This does not preclude an employee from requesting annual leave or leave without pay under these conditions.

Section 3. If the employee receives regular pay from the government for a period of court leave, the employee will reimburse the government that amount paid by the court. Employees may retain reimbursement for out-of-pocket expenses (e.g., mileage, tolls, parking).

Section 4. Jury fees. Employees on jury service for the United States (US) Court (in Virginia) or the District of Columbia (DC) Court while in a pay status are entitled to court leave but not to jury fees equal to or less than the amount of compensation due them. Effective 1 July 1984, Virginia changed the wording of its judicial statute to designate jury fees as jury expenses; therefore, Federal employees may keep the expense monies paid for their jury services while in a pay status serving as jurors for state or local court in Virginia.

Section 5. In accordance with the latest revision or successor instruction of SUPSHIPNNINST 12630.3, Absence and Leave of Civilian Personnel.

## ARTICLE 22

### PHYSICAL FITNESS PROGRAM

Section 1. The Employer will support participation in the physical fitness programs to establish healthier lifestyles.

Section 2. In accordance with the latest revision or successor instruction of SUPSHIPNNINST 6100.1, Supervisor of Shipbuilding, Conversion and Repair, Newport News, VA Health and Fitness Programs.

## ARTICLE 23

### CIVIC RESPONSIBILITIES

Section 1. Employees scheduled to work on any election day and who are eligible to vote in such an election and desire to do so will be excused without charge to leave or loss of pay if requested as follows:

a. Such time off does not interfere with command operations.

b. Where the polls are not open at least three (3) hours either before or after an employee's regular hours of work, they may be granted an amount of extended leave which will permit reporting for work three (3) hours after polls open or leaving work three (3) hours before the polls close, whichever requires the lesser amount of time off.

Section 2. Employees on second and third shifts will normally not be granted excused absences to vote in elections. No excused absences will be granted for voting if the employee is on annual or sick leave for all of the day specified as a voting day.

Section 3. The parties recognize the importance of employee participation in local community charitable and humanitarian activities. It is agreed that such participation shall always be voluntary.

Section 4. Employees who can be spared without interference with essential agency operations and obligations may be excused to participate in emergency rescue or protective work during an emergency such as fire, accident, flood, or search operations. This includes auxiliary policemen, paramedics, and volunteer firemen, but does not include employees performing rescue or guardsman duty as authorized for military leave under 5 USC 6323. The employee will provide the Employer with evidence of the emergency.

Section 5. In accordance with the latest revision or successor instruction of SUPSHIPNNINST 12630.3, Absence and Leave of Civilian Personnel.



## ARTICLE 24

### ADVERSE WEATHER

Section 1. The closing of an activity for a brief period is within the administrative authority of the Employer. During any period of shutdown, the Employer will apply the appropriate regulatory guidelines for excusing employees without charge to leave when emergency conditions arise.

Section 2. When the Employer decides during non-duty hours to operate on a reduced basis or close the activity due to adverse weather conditions, the Employer will disseminate the information to local radio, TV stations, and activate the SUPSHIPNN phone line. The telephone number for obtaining information regarding reporting to work will be published as required.

Section 3. In accordance with the latest revision or successor instruction of SUPSHIPNNINST 3141.1, Destructive Weather Plan.

## ARTICLE 25

### HAZARD AND ENVIRONMENTAL DIFFERENTIAL PAY

Hazard and/or environmental pay differential(s) will be paid to eligible employees subject to the provisions of the USC and CFR and other applicable regulations.

## ARTICLE 26

### SAFETY AND INDUSTRIAL HYGIENE

Section 1. Safety on the job is of utmost importance and the Employer and the Union join in the furtherance of good safety practices. The Employer will strive to provide and maintain safe working conditions and industrial health protection for the employees, using applicable rules, regulations and directives. The Union will cooperate to achieve that end and will encourage all employees to work in a safe manner and to use prescribed personal protective equipment. The Employer is responsible for providing a safe and healthful workplace. The Employer and the Union agree to cooperate as a team in a continuing effort to avoid and reduce the possibility of and/or eliminate accidents, injuries, and health hazards in all areas under the Employer's control.

Section 2. The Employer will exert reasonable effort to provide and maintain safe working conditions. The individual employee has the responsibility for observance of safe working practices and an obligation to observe safety rules and practices, and identifying hazards to their supervisor to protect themselves and fellow workers. The Employer and the employees shall conform to all requirements concerning the reporting of accidents and the processing of applicable forms.

Section 3. It is agreed that prevention of injury as well as comfort and aid to injured individuals shall be of prime concern to both parties.

Section 4. Union representatives shall have direct liaison with the safety office. The representatives will be given notification of pending safety inspections and will be permitted to participate with ground safety personnel on these inspections. The Union may call to the attention of the Employer conditions in a work area which it considers to be a potential hazard to the health or safety of employees. The Union will be kept abreast of any inspections or safety mishaps.

Section 5. The Employer agrees to furnish and maintain adequate safety equipment required to safely perform required work. This includes, but is not limited to, hard hats, safety glasses (including prescription glasses), safety shoes or boots, as appropriate, hearing protection, and coveralls. Employees will provide eye prescriptions from their doctor if they require safety glasses.

Section 6. No employee shall be required to work alone at any work site where it has been determined by cognizant safety personnel that a hazard exists and where such determination has been published in current regulations written either by OPM, or SUPSHIPNN, to the effect that the employee should not work alone. No employee will be required to perform work alone in tanks, voids, or similar closed spaces without another individual present at the access to the space. When an employee is required to work in confined spaces which present a known hazard likely to cause imminent serious physical harm, another individual shall be assigned to work there or controlled communication shall be maintained.

Section 7. Should an employee claim that their assigned job is not safe or will endanger their health, the circumstances shall be reported to the immediate supervisor. The immediate supervisor shall inspect the job to insure it is safe before requiring the employee to carry out the work assignment. If the safety or health question cannot be settled by the immediate supervisor, the supervisor will promptly refer the matter for resolution to their supervisor, the Safety Office, or other appropriate authority. No employee shall be required to work in areas where an employee has a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures.

Section 8. Employees will not be required to use equipment which has been condemned or evaluated as unsafe or perform work which is contrary to published or accepted safety practices. The Employer and the Union agree that the provisions of the Occupational Safety and Health Administration (OSHA) will be adhered to.

Section 9. The Union's representatives to the safety committee may attend locally sponsored safety training conducted for committee members and organizations' safety representatives. Other Union representatives may request this training if practical to promote a safe work environment. Such requests shall be evaluated by the Employer, and approved if they are in the parties' mutual interests and do not duplicate what is available locally.

Section 10. Managers shall maintain an occupational safety and health committee in accordance with regulations. Minutes of these committee meetings will be maintained and made available to employees upon request.

## ARTICLE 27

### ON THE JOB INJURIES

Section 1. When a unit employee is injured on the job, the Employer shall assist in obtaining transportation to an appropriate medical facility. The Employer will assist the employees in applying for reimbursement from the Office of Workers' Compensation Programs (OWCP) for all expenses incurred in obtaining medical treatment. When a unit employee becomes ill while on the job, and is physically unable to proceed to their home or appropriate medical facility without assistance, the Employer shall assist the employee in making necessary arrangements for transportation.

Section 2. The Employer shall notify the Union as soon as possible after a disabling on the job accident has occurred involving a unit employee. Such notice shall identify the employee by name and code.

Section 3. When the employee sustains injuries while in the performance of duty, no matter how slight, the injured employee, or someone on their behalf, must give written notice thereof on OWCP Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation Form (CA-1) or Notice of Occupational Disease and Claim of Compensation (CA-2) to the employee's immediate supervisor as soon as practicable. In the event of an on-the-job injury or illness the Employer shall assist the employee in completing appropriate workers' compensation forms when requested.

Section 4. When an employee designates in writing a Union representative to assist in applying for compensation benefits, the representative will be authorized to review any documents relating to the claim to which the employee is entitled to review.

Section 5. The Employer agrees to process and forward promptly documents required of the Employer when an employee sustains an on-the-job injury and elects to file a claim.

Section 6. Time used for an on-the-job injury traumatic injury (CA-1), should be correctly coded in the appropriate time keeping system.

## ARTICLE 28

### POSITION DESCRIPTIONS AND CLASSIFICATIONS

Section 1. The Employer agrees to maintain current and accurate position descriptions (PDs) based upon the major duties and responsibilities assigned to the positions in accordance with existing regulations. Employees will be furnished a copy of their PD.

Section 2. When a PD to which an employee is assigned is to be rewritten, amended, or changed, such action will be discussed with the employee by the immediate supervisor prior to submitting the PD to the delegated higher authority for action.

Section 3. An employee who considers their PD to be inaccurate will consult their supervisor to determine an appropriate course of action. Should this consultation fail to resolve this issue, the employee may, for:

a. **Accuracy:** File a grievance at step 2 of the grievance procedure. If resolution is not reached through the grievance procedure, the employee may file an appeal as appropriate, in accordance with the current OPM regulations.

b. **Classification:** File a classification appeal as appropriate, in accordance with the current OPM regulations.

Section 4. Classification standards may be found on the OPM website at [www.opm.gov](http://www.opm.gov).

## ARTICLE 29

### DETAILS AND TEMPORARY PROMOTIONS

Section 1. A detail is a temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to their regular duties at the end of the detail. Details of employees will be kept within the shortest practicable time limits as set forth in this Agreement, applicable regulations, and OPM guidelines.

Section 2. An employee shall not be detailed to an established position of a higher grade for a period in excess of 30 calendar days. All such assignments in excess of this period shall be made by temporary promotion.

Section 3. When it is not known at the beginning of the assignment that the temporary assignment to an established position of higher level would continue for more than 30 calendar days, the employee will be temporarily promoted and compensated effective the first pay period after such continuation becomes known, at the appropriate rate of pay in effect for the higher level position. An employee must meet the qualifications and eligibility requirements of the higher level position for temporary promotion.

Section 4. Competitive promotion procedures will be used when a temporary promotion will exceed 120 calendar days.

Section 5. An employee who is detailed to a lower graded position, for any duration, shall receive the salary attached to their official position.

Section 6. Details to positions or work assignments requiring a different skill will be based on a bona fide need. Employees detailed will be given written documentation regarding the nature of the duties and responsibilities to be performed.

## ARTICLE 30

### PERFORMANCE EVALUATIONS

Section 1. Each employee's performance will be evaluated on a fair, credible, and transparent basis, and will be presented to and discussed with the employee by the Employer prior to making it a part of the employee's record.

Section 2. An employee's signature on an evaluation only indicates that the evaluation has been received, and does not indicate an employee's agreement with the evaluation.

Section 3. The employee has a right to request reconsideration of their performance evaluation; however, reconsideration may not be filed concerning the identification of critical job elements or the establishment of performance standards. Reconsideration will be filed with the Higher Level Reviewer within 14 calendar days of the employee receiving a copy of the performance evaluation.

Section 4. The Employer will counsel employees in relation to their overall performance on an as-needed basis and when the employee's performance drops below a fully successful level.

Section 5. The Employer will address performance issues early at any point during the appraisal cycle that a supervisor determines there is a need for improvement, the supervisor should notify the employee through email and should take the following actions as appropriate:

a. Clearly communicate to the employee that current performance fails to meet the performance standards in the performance plan; provide clear guidance as to what is needed in order for the employee to improve; and provide specific examples of what and how work has not met expectations, as well as examples of work that would meet expectations.

b. Offer appropriate assistance.

c. Provide ideas of where the employee may go to obtain additional assistance or training, if applicable.

d. Provide closer supervision and feedback. This might include more frequent reporting, special assignments, or on-the-job training.

e. If performance issues persist, use a more formal approach to help employees improve and seek assistance from the human resources office.



Section 6. Performance appraisals and ratings of record will be used as the basis for recognizing employees who achieve sustained quality performance. Performance awards will be given in a fair, credible, and transparent basis. Recognition and awards are not entitlements. Achievements or contributions should be related to organizational mission and goals and to exceeding expectations. The decision to grant or not grant performance awards or quality step increases (QSIs) are not grievable.

Section 7. In accordance with the latest revision or successor instruction of SUPSHIPNNINST 12430.6, Civilian Defense Performance Management and Appraisal Program (DPMAP).

## ARTICLE 31

### EMPLOYEE TRAINING AND DEVELOPMENT

Section 1. In recognition of the mutual advantages to both parties, the Union may make recommendations to the Employer relative to the training of employees. The Union will be notified and given an opportunity to negotiate the impact of proposed employee training and development policies to be established within the administrative authority of the Employer. When changes in function, organization and mission are required, it shall be the responsibility of the Employer to determine and plan for training and retraining of employees, as appropriate.

Section 2. The Employer agrees to pay all allowable expenses associated with approved training courses which are required in the performance of the employee's position.

Section 3. Permanent Employees. The Employer will, within budgetary limitations, provide employees with training and development opportunities which will enable the employees to do their work effectively, and accomplish the Command's mission. Such opportunities will be based on the best interest of the DON and on the interest of the employee; but in no instance solely for the benefit of the employee.

Section 4. Employees, while undergoing Employer-required training, shall be compensated for normal salary, travel, and per diem, as specified under FLSA, Joint Travel Regulation (JTR), and other applicable regulations.

Section 5. When employees apply for training courses in a timely manner, they will be notified prior to the start of a course of their selection or non-selection.

Section 6. Supervisors will provide necessary on-the-job orientation and/or formal training to assist an employee, who is newly assigned to a permanent position or through Reduction-in-Force (RIF) to a different position, to reach expected performance standards.

Section 7. Training and Development.

a. The Employer will, as the need arises, identify functions and skills in which a shortage of trained employees exists. Further, the Employer will to the maximum extent practicable, publicize training opportunities in these areas and inform the employees how to apply for this training for self-development.

b. Selections for such training will be consistent with applicable rules and regulations.

Section 8. Each employee shall be considered for participation in training consistent with their qualifications, work experience, and present/pending job assignments.

Section 9. If an employee selected for training advises that they do not desire the training, the Employer will consider a qualified substitute unless such training is determined by the Employer to be necessary for the employee selected. In cases of employee hardship, training may be postponed or a substitution made. The Employer will make a reasonable effort to accommodate the hardship if mission requirements allow.

Section 10. Employees should be permitted a variation in their work schedule for the purpose of taking a job-related course in a college, university, or other educational institution. Management will give due consideration to an employee's request in this regard as the Command's mission allows.

Section 11. The Employer agrees to provide employees such in-house training as may be consistent with existing and projected management's needs, available resources and regulatory guidelines.

Section 12. Career development for employees shall be encouraged to the extent practicable. To this extent, an employee will be required to develop, with the assistance of their supervisor, an individual development plan (IDP).

## ARTICLE 32

### TRAVEL

Section 1. Any scheduled TDY, which is directly under the specific control and authority of the Employer will, to the extent possible, be scheduled to provide for the employee to travel during the normal workweek of the employee if mission requirements allow and such workweek travel does not result in an increased cost to the government. Employees will be paid for travel in accordance with the JTR.

Section 2. The Employer agrees to keep the employee, while on TDY, informed of their succeeding TDY assignments, approximate date of departure and other pertinent information concerning their status. Issuance of travel orders, advance travel pay and payment of per diem and travel allowances shall be in accordance with applicable laws and regulations.

Section 3. Except under unusual circumstances, the Employer shall issue travel orders, when required, sufficiently in advance to permit the employee to obtain transportation requests and/or to draw advance travel pay, if authorized, during working hours prior to the scheduled day of departure. Upon request, employees will be entitled to an advance of funds not to exceed the maximum amount allowed pursuant to applicable laws and regulations.

Section 4. Normally, an employee will not be required to travel without receiving, in advance, signed travel orders. Use of a government credit card for authorized travel expenses is required. Employees will complete the periodic online travel card training on travel rules as required by appropriate regulations.

Section 5. Unless restricted by mission requirements, the Employer agrees that when an employee is assigned TDY in the Continental United States (CONUS), they may take their privately owned vehicle (POV) unless use of the POV will result in increased cost to the government. When requested, employees using their vehicles in conjunction with TDY will be informed regarding pay entitlements and leave procedures. The determination that the use of a POV is in the best interest of the government must be approved in advance in accordance with the JTR.

Section 6. The Employer agrees that it is its responsibility to provide transportation to work sites other than the primary work site when an employee reports at the beginning of each work day and the employee is normally expected to utilize it. However, the Employer recognizes that there may be occasions where employees need to drive their POVs to these other work sites for personal reasons; normally in those instances, supervisor will grant requests of employees to drive their POVs to these other work sites.

Section 7. The Employer agrees to attempt to minimize instances in which an employee is in travel status over a weekend or holiday within mission constraints and when it does not result in increased cost to the government.

Section 8. Hours spent in a travel status outside duty hours will be compensated in accordance with the JTR and OPM regulations.

Section 9. The Employer will take timely action to complete employer responsibilities for employee reimbursement of allowable travel expenses.

Section 10. Employer will provide travel documentation to an employee in advance, unless an emergency situation arises. In that instance, a copy will be forwarded to the employee as soon as practicable after departure.

Section 11. In accordance with the latest revision or successor instruction of SUPSHIPNNINST 4650.1, Government Travel Charge Card and Temporary Duty Travel.

## ARTICLE 33

### DUTY ON SHIPS UNDERWAY/SEA TRIALS

#### Section 1. Definitions:

a. **Actual Work.** Actual work is defined as tasks assigned by management to an employee as a means to accomplish the mission of the Employer.

b. **Standby Duty.** Standby time consists of periods in which an employee is officially ordered to remain at or within the confines of their station, not performing actual work but holding themselves in readiness to perform actual work when the need arises or when called. For standby employees serving in rotating shift systems, there may be adopted the two-thirds rule, two-thirds of each hour on the job to represent time in a pay status and one-third as time out for sleeping and eating.

Section 2. When tours of duty cover a period of 24 continuous hours, employees, other than those paid additional compensation on a percentage basis (annual premium pay), will be paid for 16 of the 24 hours—"two thirds" rule. When actual work is performed for more than 16 of the 24 hours, the employee will be paid for all hours of actual work performed during the period less the time allowed for sleeping and eating. The "two thirds" rule will be applied only to full 24-hour periods. The standby duty will be compensated at basic or overtime rates, as appropriate, the same as if employees had performed actual work. For example, on a scheduled workday, eight (8) hours in 24 continuous hours on the job will be compensated at basic rates and eight (8) hours at overtime rates.

Section 3. An employee assigned to duty aboard a ship underway is considered to be in a travel status whether they are or are not in a standby status. They will be entitled to the appropriate per diem allowance prescribed in the JTR and issued formal travel orders.

Section 4. Within the Employer's capability, and to the extent that facilities are available, employees selected for underway trials will be provided accommodations commensurate with those provided an equivalent individual in the shipbuilder's trial crew and with the Ship's Force organization. The Employer will consider berthing space availability prior to sea trials.

Section 5. The Employer agrees to notify the Union in a timely manner, normally five (5) calendar days in advance of the trip date, and provide a listing of NAIL BUEs scheduled to attend sea trials. Upon request, the Employer will provide the Union the accommodations and messing facilities assigned to employees. Any questions concerning these accommodations and facilities may be referred to the trials' coordinator for action.

## ARTICLE 34

### PROMOTIONS, PLACEMENTS, AND HIRING

Section 1. The Employer recognizes the importance of, and the benefits to be derived from, giving promotional opportunity to SUPSHIPNN employees. Therefore, consideration will be given to qualified BUEs in filling SUPSHIPNN vacancies after they apply for a position.

Section 2. The purpose of this Article is to assure that all promotions, placements and hirings are made on a merit basis by means of systematic, fair and transparent procedures so that employees are given the opportunity to develop and advance to their full potential. These procedures apply to all unit positions unless otherwise excepted.

Section 3. Fill actions will be free from favoritism, nepotism, patronage or discrimination, and will be in accordance with OPM rules and regulations and principles set forth in Title 5 USC Section 2302.

Section 4. Promotion of employees will be made on the basis of merit. Normally, the order of consideration for filling vacancies will be as follows:

- a. Eligibles entitled to priority consideration or priority placement; and
- b. Merit promotion, reassignment or reinstatement eligibles, or other appropriate sources.

Section 5. Nothing in this Article shall affect the authority of the Employer with respect to filling positions and making selections for appointments from (a) among properly ranked and certified candidates for promotion; and (b) any other appropriate source.

Section 6. To be considered for merit promotion vacancies, employees are required to apply for vacancies announced as a Management Identification of Candidates (MIC) or on the USAJOBS website. For those vacancies that require an application (a) the announcement shall clearly state the minimum qualification requirements and any special requirements for the position; and (b) will be posted through the closing date, for a minimum of five (5) workdays. Employees applying through the MIC process will submit their resume in accordance with the job announcement.

Section 7. The Employer agrees to allow employees to make use of government computers to access their resumes and apply for job announcements. Employee personal use of government communications systems, such as the internet for brief periods, is allowable when it is determined that the performance of official duties is not adversely affected, the mission of the organization is not adversely affected, and the use is of reasonable duration and frequency (and made during the employee's personal time, such as lunch or after duty hours), it does not overburden the communication system, and it does not result in additional cost to the government.

Section 8. The Employer shall notify BUEs of SUPSHIPNN job announcements by distributing the Info Line for USAJOBS and MIC announcements via email to all hands.

Section 9. Employees who are absent due to military duty shall be treated as if they were present and considered for each position/promotion for which they apply.

Section 10. Employees will not be required to use leave for the purpose of participating in interviews at SUPSHIPNN, when such interviews are required under the Employer's Merit Staffing Program.

Section 11. All unit employee applications which met minimum qualifications for a vacancy announcement are rated as qualified. Qualified candidates will be further evaluated in terms of the knowledge, skills and abilities (KSAs) required by the position to identify those best qualified candidates.

Section 12. All candidates within the unit on the certificate will be notified as to whether they were on the merit promotion certificate, normally done automatically through USAJOBS. Upon request, unsuccessful candidates who were on the certificate can meet with the selecting official or selection panel chair, if used, and be provided information on how to enhance their opportunities for future considerations to include information such as the applicant's strengths and weaknesses, suggestions for improvement, and feedback on their interviewing skills.

Section 13. A noncompetitive career promotion of an employee whose position has been reclassified to a higher grade or to a position with a higher representative rate because of the addition of duties and responsibilities will be made in accordance with applicable laws and regulations.

Section 14. The Employer may promote trainees and employees who are in career ladder positions when qualifications and eligibility requirements are met and the level of performance is satisfactory. It is further recognized that career ladder promotions are not automatic or guaranteed.

Section 15. In cases where an employee was promoted to their current position within the previous year and does not perform satisfactorily in the position, the Employer agrees to consider returning the employee, upon request, to their former (or like) position, if available.

Section 16. The Employer will provide the Union with information necessary for the Union's operation to include effective dates for when BUEs are: (1) temporarily or permanently reassigned or promoted to a position outside of the unit, (2) attrition, (3) retirement, and (4) newly hired.

Section 17. Reference the latest revision or successor instruction of SUPSHIPNNINST 12335.2, Merit Staffing Program.



## ARTICLE 35

### REDUCTION-IN-FORCE

Section 1. The Employer and the Union jointly recognize that occasions may arise where adjustments of the work force may be necessary by RIF, transfer of function, or reorganization.

a. RIF means the release of an employee from a competitive level by separation, demotion, reassignment requiring displacement, or furlough for more than 30 calendar days, or 22 discontinuous workdays within one (1) year from the first day the furlough is to be effected.

b. Transfer of Function means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, or the movement of the competitive area in which the function is performed to another area.

c. Reorganization means the planned elimination, addition, or redistribution of functions or duties in an organization or activity.

Section 2. The Employer will advise the Union in writing of any proposed or anticipated RIF, Transfer of Function, or Reorganization that affects bargaining unit positions or conditions of employment. At that time the Union may request bargaining. Prior to the issuance of official notice to the employees involved in a RIF action, the Employer will notify the Union of the positions anticipated to be abolished, the approximate date when personnel actions will be initially effected, and reasons for the RIF. The Union agrees not to divulge the contents of the plan until official notice has been issued by the Employer to the employees affected. The Employer will advise the Union of the change in status every two (2) weeks during the RIF proceedings.

Section 3. In the case of a demotion effected under RIF procedures, the qualifications of the lesser rated position may be waived to the extent permitted by applicable regulations.

Section 4. In the event a RIF is implemented, the employee(s) affected and their designated Union representative shall be given the opportunity to review retention registers relative to RIF actions affecting the employee(s).

Section 5. Adverse actions resulting from a RIF are appealable only to the MSPB.

## ARTICLE 36

### REORGANIZATION

Section 1. Reorganization means the planned elimination, addition, or redistribution of functions or duties which would change the organizational structure of the affected organization as presented in the SUPSHIPNN instruction covering organization charts and functional statements.

Section 2. The Employer agrees to notify the Union of a pending reorganization. At this time, the Union may make its views and recommendations known concerning the reorganization.

Section 3. The Union, upon request, may negotiate the impact and implementation of a reorganization decision.

Section 4. The Employer will provide the Union a copy of the approved SUPSHIPNN Organizational Charts as published.

## ARTICLE 37

### GRIEVANCE PROCEDURE

Section 1. The Employer and the Union recognize and endorse the importance of bringing to light and resolving grievances in a prompt manner. The parties agree that the expeditious settlement of grievances at the lowest possible level is in the best interest of the government service. This procedure is designed to provide an ethical, orderly, and equitable means for resolving grievances.

Section 2. Unit employees covered by this Agreement may present a grievance which may be adjusted with or without Union representation at the grievant's discretion. If Union representation is requested, written designation must be provided to management authorizing the Union to act on their behalf. The right to individual representation does not include the right to take the matter to arbitration, unless the Union agrees to do so.

Section 3. This Article provides procedures for the processing of grievances relating to the interpretation and/or application of this Agreement, and to matters relating to personnel policies, practices, and conditions of employment, which fall within the discretionary authority of the Employer. A grievance is defined as any complaint:

- a. By any unit employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to employment of unit employees; or
- c. By any unit employee, the Union, or the Employer concerning:
  - (1) The effect or interpretation, or a claim of breach of this Agreement; or
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 4. This negotiated grievance procedure is the sole procedure available to unit employees for resolving covered matters.

Section 5. A unit employee may be represented by the Union or may handle their own grievance; however, the Union will be given the opportunity to be represented at all formal discussions between management officials of the Employer and employee concerning such grievances, and at the appropriate time, to address any Union concerns. The Union's right to have a representative present does not extend to informal discussions between an employee and a supervisor. However, if such discussions lead to consideration of possible modifications of personnel policies or other matters to which the Union is entitled to be a party, decisions on such matters will not be made by management officials of the Employer until the Union representative is

given the opportunity to participate in the discussion. Such decisions will not conflict with the Agreement.

Section 6. The following are excluded from coverage of this grievance procedure:

- a. A claimed violation of prohibited political activities;
- b. Retirement, life insurance, health benefits, and matters under the auspices of the OWCP, United States Department of Labor (DOL);
- c. A suspension or removal under 5 USC 7532;
- d. Any examination, certification, selection or appointment of candidates in or for Federal employment;
- e. The classification of any position which does not result in the reduction in grade or pay of an employee;
- f. An allegation or complaint of discrimination based on race, color, religion, sex, age, national origin, marital status, political affiliation, genetics, retaliation based upon membership in a protected class or handicapping conditions;
- g. Non-selection from a group of properly ranked and certified candidates;
- h. Allegations of mismanagement;
- i. Termination of probationary or temporary employees;
- j. A proposed disciplinary action;
- k. Letters of Caution, Oral Admonishments, and Letters of Requirement;
- l. Non-adoption of beneficial suggestions;
- m. Matters appealable to the MSPB;
- n. The management of non-bargaining unit positions;
- o. The substance of performance elements or standards;
- p. Performance ratings including mid-term rating and performance improvement plans (PIPs);
- q. Any matter already raised as an issue in a formal Equal Employment Opportunity (EEO) complaint regardless of the theory of the case;

r. Any matter already filed as an ULP before the FLRA regardless of the theory of the action, and

s. Decisions to grant or deny performance awards.

Section 7. Grievances may be initiated by: (a) employees (either singly or jointly), (b) the Union, or (c) the Employer. When identical or similar grievances are submitted by more than one employee, (where the basis for the grievance and corrective action being sought are identical), the Union, if it has been designated as representative, may call the employees together and have them select one of the grievances for processing. The results of the decision will be applied to all parties affected by the decision. In the event identical grievances are filed, any such grievance will be processed individually upon the grievant's request. Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy. An employee or group of employees in the unit may be represented by themselves or only by the exclusive Union, in filing a grievance under the negotiated procedure.

Section 8. Reasonable tax-payer funded union time (official time) will be granted to the designated Union representative to process and present grievances through this negotiated grievance procedure, if otherwise in an official duty status.

Section 9. Once a grievance has been accepted for processing under this Grievance Procedure, failure of the aggrieved employee or the Union to comply with any applicable time limit will terminate further consideration of the grievance except as otherwise provided herein. Failure of a management official of the Employer to comply with any applicable processing time limit will constitute a valid basis for the grievance to be promptly advanced to the next higher step of this Grievance Procedure. Failure of the employee or their designated representative to observe the time limits provided for herein except for extenuating circumstances; i.e., authorized absence due to leave or Temporary Additional Duty (TAD) of the aggrieved or their designated representative, shall be considered as indicating no further interest in pursuing the matter being grieved. However, any time limits stated in this Article may be extended by mutual agreement between the Employer and the Union.

Section 10. A grievance by the employee, Union or the Employer shall be filed within 14 calendar days of the incident or learning of the incident being grieved except for extenuating circumstances such as an unavoidable or any authorized absence of the aggrieved. Should extenuating circumstance preclude adherence to the above stated time constraints, written reasons will be submitted with the grievance. Grievances shall clearly identify the following information in writing:

a. The basis for the grievance;

b. If applicable, the specific Article(s) and Section(s) of this Agreement, or specific regulation or instruction by chapter and section, alleged to have been violated;

c. The date of the incident (or learning of the incident) being grieved; and

d. The corrective relief sought.

Should either party so desire, a meeting shall be held to discuss the matter(s) grieved. It is understood that a grievance meeting does not extend the due date of the decision.

**Section 10.1. Employee grievances** shall be processed as follows:

**Step 1.** An employee shall initiate the grievance with their first-level supervisor. The employee may choose to have a Union representative at this time and all future steps. The immediate supervisor will notify the exclusive representative if the employee elects to proceed without representation.

A written decision will be rendered by the first-level supervisor within ten (10) calendar days of receipt of the written grievance. A copy of the decision will be provided to the aggrieved employee and to the Union.

**Step 2.** If the grievance is not satisfactorily settled following the first-level supervisory response at Step 1, and the employee wishes to pursue the grievance further, the grievance then must be presented within ten (10) calendar days, in writing, along with any reply received at Step 1 of the grievance, to the Department Head.

A written decision will be rendered by the Department Head within ten (10) calendar days of receipt of the written grievance. A copy of the decision will be provided to the aggrieved employee and to the Union.

**Step 3.** If the grievance is not resolved at Step 2 of the grievance procedure, the grievant may, within ten (10) calendar days after receipt of the Step 2 reply, forward the written grievance, including a copy of all replies received from the Employer to the Deputy Supervisor of Shipbuilding or designee. The grievant shall specify the issues not satisfactorily resolved in Step 2.

A written decision will be rendered by the Deputy Supervisor of Shipbuilding or designee within ten (10) calendar days of receipt of the written grievance. A copy of the decision will be provided to the aggrieved employee and to the Union.

**Section 10.2. Employer grievances** shall be filed in writing with the President of the Union or their designee. The President or their designee shall issue a written decision within ten (10) calendar days of receipt of the grievance.

Section 10.3. **Union grievances** shall be filed in writing with the Deputy Supervisor of Shipbuilding, or their designee, by an elected officer of the Union. The Deputy Supervisor or their designee shall respond within ten (10) calendar days of receipt of the grievance. If the grievance is not resolved at this stage, the Union President or their designee may advance the written grievance to the Supervisor of Shipbuilding, or their designee, within ten (10) calendar days of receipt of the Deputy's decision. The Supervisor of Shipbuilding or their designee shall issue a written decision within ten (10) calendar days of their receipt of the grievance.

Section 11. Grievances not resolved through the provisions of this Article may be referred to Arbitration by either the Union or the Employer in keeping with Article 38, ARBITRATION.

## ARTICLE 38

### ARBITRATION

Section 1. When a matter pursued through the Negotiated Grievance Procedure, Article 37, is not satisfactorily resolved at the final step of the Grievance Procedure, the matter may be submitted to arbitration by the Employer or the Union. The notification of submittal for arbitration must be in writing and received by the Supervisor of Shipbuilding or the Union President within 21 calendar days of the date of receipt of the final decision. Only the parties to this Agreement may invoke arbitration.

Section 2. Within 21 calendar days of the respondent's receipt for arbitration, the moving party shall request the FMCS to provide a list of seven (7) impartial persons qualified to act as arbitrators. The party invoking the arbitration will initially pay the appropriate FMCS administrative fee for arbitrator listings. This fee will be split if there is a split decision by the arbitrator. If the arbitrator's decision results in a losing party, this fee will be paid by that party. Representatives of the Union and the Employer will meet within 14 calendar days after receipt of the list of arbitrators unless delay is mutually agreed upon. The Union and the Employer will each strike one (1) Arbitrator's name from the list and then shall repeat this procedure. The remaining name will be the duly selected Arbitrator. A flip of a coin will decide which party strikes first. In the alternative, the parties may jointly agree on an arbitrator without requesting a list from FMCS.

Section 3. If either party refuses to participate in the selection process the other party may select an Arbitrator. This selection may be made within 14 calendar days after timeframes in Section 2 have expired.

Section 4. The FMCS shall be empowered to make a direct designation of an Arbitrator to hear the case in the event:

- a. Either party refuses to participate in the selection of an Arbitrator, or
- b. Upon inaction or undue delay on the part of either party.

Section 5. The parties will in good faith attempt to define the issue(s) and agree on a joint submission to be sent to the Arbitrator in advance of the hearing. If agreement cannot be reached, each party will submit their issue(s) to the arbitrator who will then determine the final wording of the issue(s). The Arbitrator will then determine the issue to be heard.

Section 6. Grievability or arbitrability issues if unresolved will be handled as threshold issues at arbitration. Grievability and arbitrability issues must be raised in writing not later than 14 calendar days after arbitration is invoked, as set for in Section 1 of this Article.



Section 7. The arbitration hearing will be held on the Employer's premises during the Employer's regular day shift working hours of the basic work week (Monday-Friday). Each person authorized to attend the arbitration hearing who is employed by the Employer and who is in an active duty status at the time the hearing is held will be excused from duty to participate in the arbitration proceeding without loss of pay or charge to annual leave. Under no circumstances, however, will an employee of the Employer be paid overtime in connection with attendance at the arbitration hearing.

Section 8. The Employer and the Union agree that prior to arbitration the parties will exchange lists of proposed witnesses and a short description of the expected testimony of each of the listed witnesses. The above referred items will be exchanged at least seven (7) calendar days before the date of arbitration.

Section 9. The Arbitrator's fees and expenses, if any, shall be borne by the losing party. The Arbitrator shall determine the losing party. If there is a split decision in which neither party can be designated as the losing party, the costs shall be borne equally.

Section 10. The expense of a transcript will be borne by the party or parties requesting the transcript. Where the Union and the Employer mutually request a transcript, the expense will be shared. The Employer and the Union shall share equally the expenses of any mutually agreed upon services.

Section 11. The Arbitrator will be requested to render their decision as soon as possible after the date of the hearing, but in any event no later than 30 calendar days after conclusion of the hearing unless the parties otherwise agree. If both parties agree, the dispute may be decided upon written submissions only.

Section 12. If an employee prevails, they will be entitled to back pay as provided in 5 USC 5596.

Section 13. Either the Union or the Employer may file exceptions to an Arbitrator's award in accordance with law and regulations.

Section 14. No arbitrator shall have the power to change, modify, disregard, alter, delete, or add to the provisions of this Agreement; this right is the prerogative of the Union and the Employer only.

## ARTICLE 39

### DISCIPLINARY AND ADVERSE ACTIONS

Section 1. The parties agree that disciplinary and adverse actions will be taken for such cause as will promote the efficiency of the service and will be supported by a preponderance of the evidence.

Section 2. All disciplinary actions will be processed in accordance with applicable rules, regulations, instructions, and this Agreement, and employees shall be afforded all rights and privileges provided therein. The Employer and the Union agree to safeguard employees' privacy on a need-to-know basis.

Section 3. Disciplinary actions such as a letter of reprimand (LOR), a suspension of 14 calendar days or less are grievable only through the negotiated grievance procedure. Incidents for which an employee is orally admonished will not be counted as prior offenses or infractions.

Section 4. Written reprimands will be removed from a unit employee's personnel file within a period not to exceed two (2) years of the effective date of the discipline. The Employer will give due consideration to all factors involved when imposing discipline, including the gravity and frequency of the offense, the existence of mitigating circumstances, and the employee's prior record.

Section 5. It is the Employer's policy to impose the disciplinary penalty that can be reasonably expected to correct the offending employee and to maintain discipline among other employees.

Section 6. If necessary, a pre-action investigation or complete compilation of facts and evidence should be initiated and completed as soon as practicable following an incident which may be appropriate for disciplinary action. The affected employee will be advised as to the nature of the alleged offense. The pre-action investigation will normally include a discussion with the employee against whom disciplinary action is being contemplated. At the completion of the pre-action investigation, the employee will be notified in writing when the investigation is closed and whether the allegations were substantiated or not substantiated.

Section 7. At any examination of a unit employee by a representative of management where the employee believes that disciplinary action may be taken against them, the employee may have a representative of the Union present upon request. The Union agrees to promptly make arrangements for a representative to be present so as not to delay the continuation of the examination.

Section 8. If more than one supervisor is present during counseling or discipline, the employee has the right to request an observer which may be a Union representative.

Section 9. An employee against whom a suspension of 14 calendar days or less is proposed is entitled to:

- a. An advance written notice stating the specific reason for the proposed action;
- b. A reasonable time, not less than ten (10) calendar days, to answer orally and/or in writing and to furnish affidavits or other documentary evidence in support of their reply;
- c. Be represented by the Union or a representative of their own choice; and
- d. A written decision and specific reasons therefore at the earliest practicable date.

Section 10. The Employer will inform the employee in the decision letter of grievance/appeal rights.

Section 11. Grievances contesting a suspension of 14 calendar days or less may be filed at the step 2 of the Negotiated Grievance Procedure (NGP) by the affected employee within 14 calendar days after receipt of the decision letter.

Section 12. For the purposes of this Article, the term “adverse action” applies to:

- a. A removal;
- b. A suspension for more than 14 calendar days;
- c. A reduction in grade;
- d. A reduction in pay; and
- e. A furlough of 30 calendar days or less.

Section 13. An employee against whom an adverse action is proposed is entitled to:

- a. At least 30 calendar days advance written notice stating the specific reasons for the proposed action, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed or in the event of a furlough due to unforeseeable circumstances as provided for by law;
- b. Not less than ten (10) calendar days to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer; except such an opportunity to reply is not required for a furlough due to unforeseeable circumstances as provided for by law;

- c. A written decision and the specific reasons at the earliest practicable date, and
- d. A representative of their choosing, and notice of appeal rights.

Section 14. If requested, the employee has the right to review, or have a representative review, the material relied on to support the reason(s) for action given in the notice of proposed suspension or adverse action.

Section 15. Decisions regarding adverse actions are excluded from coverage of the NGP but are appealable to the MSPB.

## ARTICLE 40

### EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer agrees it shall not discriminate regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, marital status, lawful political affiliation, or handicapping conditions in accordance with applicable laws and regulations.

Section 2. The Employer and the Union agree to cooperate in providing equal opportunity in employment for all qualified persons and to promote the full realization of EEO through a continuing affirmative action program under applicable laws and implementing directives.

Section 3. An employee who believes they have been discriminated against has the right to discuss their complaint with an EEO Counselor and may file a formal complaint in accordance with existing regulations. An employee must contact an EEO Counselor within 45 calendar days of the alleged offense or of the employee becoming aware of a discriminatory act. In addition, the employee will be advised that they may choose to have a personal representative when filing a formal complaint. The Counselor will, as they find necessary, meet with the complainant in relative privacy.

Section 4. The Union may raise to the EEO Counselor any issue(s) relative to Equal Employment matters. Where problems concerning discrimination arise within the unit, the Union will assist, as requested, in their resolution.

## ARTICLE 41

### UNFAIR LABOR PRACTICES

Section 1. The Employer and the Union will encourage all persons alleging ULPs and persons against whom such allegations are made to meet and, in good faith, attempt to resolve such matters in advance of filing ULP charges with the FLRA. Attempts to resolve the ULP allegation shall continue subsequent to the filing of the charge with the Regional Director of the FLRA.

Section 2. A ULP charge must be filed within six (6) months from the date of which the alleged unfair practice occurred, in accordance with Chapter 71 of Title 5 of the USC. The advance notification and informal resolution efforts will not relieve the charging party of meeting all time limitations prescribed in FLRA regulations concerning the filing of ULPs.

## ARTICLE 42

### CIVILIAN DRUG TESTING

Section 1. The Employer shall provide the Union the Program Coordinator's name with their contact information and any changes to the coordinator.

Section 2. Employees in Testing Designated Positions (TDPs) will be issued an individual notice 30 calendar days before they are subject to unannounced random drug testing. For employees not currently occupying a TDP who enter a TDP, the Employer will not subject them to random drug testing for at least 30 calendar days following issuance of their individual notice.

Section 3. A unit employee who believes that their position has been incorrectly included as a TDP may file a step 2 grievance under the NGP of the CBA. The grievance must be filed within 14 calendar days from the date of receipt of the notification. Submission of a grievance does not prevent drug testing the employee after the 30-day notice period.

Section 4. The Employer shall notify the Union if a unit employee position changes from non-TDP to TDP. Notification to employees that they must complete the Drug Free Workplace Program (DFWP) training in Total Workforce Management Services (TWMS) within two (2) weeks. Training may be completed on duty time. Failure or refusal to complete the training does not exempt an employee from drug testing.

Section 5. Upon their request, the Employer shall provide employees copies of all documentation signed by the employee associated with the drug testing program that the Employer maintains.

Section 6. The Employer shall not require employees to submit their social security number on any type of drug forms required by the DFWP.

Section 7. The DON tests employees and applicants for cocaine, marijuana, amphetamines, opiates, 6-Acetylmorphine, 3, 4-Methylenedioxymethamphetamine (MDMA) (Ecstasy), phencyclidine (PCP), hydrocodone, hydromorphone, oxycodone and oxymorphone. The DON will also test for any other drug(s) or classes of drugs subsequently approved by the Department of Health and Human Services (DHHS) for testing on an agency-wide basis. DON is also authorized to test for any drug on Schedules I or II of the Controlled Substance Act in cases of reasonable suspicion and after an accident or unsafe practice.

Section 8. The Employer shall provide notification in writing to employees on what type of testing is being conducted (i.e., Random (TDP), Accident or Unsafe Practice, Reasonable Suspicion).

Section 9. Reasonable Suspicion Testing:

a. Employees in TDPs:

(1) A test may be authorized when management has a reasonable suspicion that any employee in a TDP is using illegal drugs. This belief must be based on specific objective facts and reasonable inferences drawn from those facts.

(2) Reasonable suspicion testing of employees in TDPs may be based upon, but is not limited to, any of the following factors:

(a) Observable phenomena such as direct observation of drug use or possession and/or the physical symptoms of being under the influence.

(b) Arrest or conviction for an on or off-duty drug-related offense or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking.

(c) Information provided either by reliable and credible sources or independently corroborated.

(d) Newly discovered evidence that the employee has tampered with a previous drug test.

(e) The temperature or color of the urine specimen or other evidence that indicates probable adulteration, tampering, or substitution.

(3) Although reasonable suspicion testing does not require certainty, mere "hunches" or "rumors" are not sufficient to meet this standard.

(b) Employees in non-TDPs. A test may only be authorized for an employee in a non-TDP when management has a reasonable suspicion that the employee is using drugs illegally on-duty or performing work while drug-impaired.

Section 10. The Employer shall provide supporting documentation used to request a reasonable suspicion test to the employee and/or their designated representative.

Section 11. The Employer will make every effort to schedule random drug testing during the employees' regularly scheduled workday. If an employee is required to remain at the testing site beyond their regularly scheduled work hours, the employee will be compensated.

Section 12. If a unit employee is required to use their POV to travel to and from the collection site for random drug testing, then travel claims will be in accordance with the JTR. For reasonable suspicion and accident or unsafe practice drug testing, the Employer shall provide transportation if the testing is not conducted at the worksite.



Section 13. Employees may be subject to testing when, based on the circumstances of an on-the-job accident or unsafe, on-duty, job-related activity, their actions are reasonably suspected of having caused or contributed to an accident or unsafe practice that meets either of the following criteria:

(a) The accident or unsafe practice results in death, or personal injury requiring hospitalization.

(b) The accident or unsafe practice results in damage to government or private property estimated to be in excess of \$10,000.

Section 14. The Employer shall defer employees from the day's random drug testing who have previously arranged and have been approved for leave or other official absence, e.g., training.

Section 15. The Employer shall make appropriate arrangements for employees with physical disabilities upon their request that are directed or selected for drug testing based on their particular needs.

Section 16. The Employer shall provide employees privacy to provide a urine sample that are directed or selected for a drug test. Unit employees that are suspected of altering, tampering or substituting the sample will be observed by a trained observer of the same gender.

Section 17. The Employer shall not search, frisk or disrobe employees except to the extent and for the purposes allowed by governing Navy policy and approved contract guidelines for service providers. If this is required it shall be conducted by someone of the same gender. Donor removes hat, coat, jacket, etc., and leaves briefcase, purse outside stall.

Section 18. The Employer shall grant employees request for Union representation to accompany them during the collection of urine samples. Union representatives may accompany employees to the sample collection site and observe all sample collection functions not otherwise prohibited by privacy, policy or safety concerns. Union representatives shall be in an official duty capacity while providing this representation service.

Section 19. If an employee requests representation, the Employer will assist the employee with contacting a Union representative.

Section 20. The Employer shall allow employees to drink sufficient fluids outside of the restroom to facilitate urination.

Section 21. Urine samples will be tested, reserved (split sample), and re-tested in accordance with Department of Health and Human Services (DHHS) directives, DoD

and Navy's DFWP, and EO 12564. A portion of every urine sample will be reserved for retesting. In the event of a positive drug test result, the employee will be notified of the results and have the opportunity to have the reserve sample tested in accordance with the drug testing guidelines.

Section 22. In the event of a positive or non-negative drug test result, the employee will have the opportunity to discuss the test results with the Medical Review Officer (MRO) and provide appropriate supporting documentation.

Section 23. Information concerning drug tests will be released only to the MRO, Drug Program Coordinator (DPC) and other personnel in accordance with applicable laws related to the release of medical records, EO 12564, DHHS regulations and guidelines, and DoD and DON DFWP. Information may also be released upon legal order from a court, administrative or other body of competent jurisdiction.

Section 24. The Employer will refer any employee found to be using illegal drugs to the DON Civilian Employee Assistance Program (CEAP). DONCEAP provides short-term counseling and referral services. Referral to the DONCEAP and/or participation in DONCEAP or a treatment or rehabilitation program does not prevent the imposition of discipline, up to and including removal. Employees will be allowed excused absence to permit an employee to attend the initial counseling session resulting from a referral under DONCEAP. This provision does not include the official duty status an employee is in during the initial referral to the DONCEAP. Absences during duty hours for rehabilitation or treatment after the first session must be requested in advance and charged to the appropriate leave category.

Section 25. The Employer shall inform employees of their consequences should they refuse or fail to complete the required counseling or rehabilitation. Employees will be informed of that in the 30 calendar day notice memo and the Reasonable Suspicion and Accident/Unsafe Practice Testing memo.

Section 26. If the Employer representative visits the drug testing laboratory, other than for their personal testing, then the Union will have the opportunity to accompany the Employer representative.

Section 27. The Employer shall only consider disciplinary action related to a positive test result when the final drug test results are provided to include any re-test of the sample that may have been elected by the employee, and after the employee has had the opportunity to provide explicatory medical documentation.

Section 28. In accordance with the latest revision of successor instruction of SUPSHIPNNINST 5355.1, Drug-Free Workplace Program.

## ARTICLE 43

### SECURITY SEARCHES

Section 1. The Employer will provide each unit employee a list of currently prohibited items by sending an all hands email identifying the current list of prohibited items. The list with updates will be presented annually during all-hands training session and will be provided to all new unit employees during new employee orientation.

Section 2. Security searches for prohibited items may be accomplished by a variety of means to include, but not limited to, physical search and examination, wands, screening/imaging, Personal Electronic Device (PED) electronic sensing devices, animals, e.g. dogs, etc. and may result in HII-NNS or SUPSHIPNN security personnel confiscating any prohibited items(s).

Section 3. Personal weapons and other dangerous materials may not be brought into the lobby and stored in a locker.

Section 4. Should an employee feel unsafe walking to a remote parking lot, the employee may call HII-NNS security for an escort to their vehicle. An employee can call the Shipyard Communications Center at (757) 380-4031 and request an escort. This number should also be used if an employee requires a patrol car for any emergency circumstances. The emergency contact number is (757) 380-2222.

Section 5. Once a security search has begun, the Employer will assist a BUE with contacting the Union for representation if representation is requested by the employee. The Union will provide management a list of Union personnel to be contacted for such representation with phone numbers in priority order of desired contact.

Section 6. Any searches that are conducted that involve physical contact or pat down will be conducted by same sex personnel, except in the case of an emergency/imminent threat. If possible, physical pat downs will be conducted in a private area.

Section 7. If a search of a BUEs workspace, desk, or personal items is conducted, every effort will be made to have the employee and/or a Union representative, if requested, present, except in the case of an emergency/imminent threat.

Section 8. If SUPSHIPNN security personnel confiscate item(s), an inventory will be provided to the employee to document the item(s) confiscated. Items confiscated through a search conducted by SUPSHIPNN personnel will be returned to the employee by SUPSHIPNN personnel. Items confiscated by HII-NNS personnel will be subject to their internal security procedures. The Employer will provide information to employees on recovering items confiscated by HII-NNS personnel.

Section 9. The Employer will assist BUEs in processing a claim for damaged or missing items that were confiscated by SUPSHIPNN and/or HII-NNS personnel. HII-NNS

security has indicated that at any time an item is damaged while in their possession, it will be replaced or repaired at the shipyard's expense. If an employee believes that an item has been damaged while in the possession of HII-NNS, the employee should contact SUPSHIPNN security to begin the claim process with HII-NNS.

Section 10. Should employees claim personal belongings were damaged or missing as a result of a search, they should contact the DON Tort Claims Unit, Norfolk Office at (757) 341-4583. The BUE must file a tort claim within two (2) years of the date of the incident.

Section 11. HII-NNS incident reports will be provided by the Employer, upon request of an employee or the Union if designated as the employee's representative, if the Employer obtains a copy of HII-NNS incident report and uses it to support a disciplinary or other action (e.g., counseling) against a BUE.

Section 12. Employees will be excused for the time they are delayed arriving to work due to security searches (up to 59 minutes). If searches are conducted leaving the building at the end of the work day, bus riders will be moved to the front of the line. Hampton Roads Transit (HRT) Metro Area Express (MAX) bus riders may also take advantage of the Guaranteed Ride Program if they take the bus.

Section 13. Both parties acknowledge that HII-NNS can change their security procedures/policies at any time which may affect this agreement and the parties would re-engage in bargaining as appropriate.

Section 14. PEDs are subject to screening, inspection, confiscation, and search by HII-NNS security or SUPSHIPNN security at any time they are brought onto HII-NNS premises. SUPSHIPNN security will allow employees to enter their password(s) or unlock their PEDs without providing the password(s) except in the case of an emergency/imminent threat or when the phone is being confiscated. Searches conducted by HII-NNS security will be controlled by their internal security policies/procedures. Bringing a PED onto HII-NNS property is consent to search and agreement to provide any passwords to the device and cloud storage, if used, to allow the device to be searched for photographs, videos, or audio recordings.

Section 15. In accordance with the latest revision or successor instruction of SUPSHIPNNINST 2200.1, Command Portable Electronic Device Policy (PED).

## ARTICLE 44

### SMOKING

Section 1. Designated Smoking Areas (DSAs) are established by HII-NNS, the property owner. On HII-NNS property, employees may only smoke within a DSA. All employees are expected to clean up after themselves when they utilize a DSA. The Employer will provide supplies necessary for maintaining the DSAs and will post a procedure for emptying the butt can. HII-NNS may remove the DSAs if they are not maintained properly.

Section 2. The Employer will provide smokers an opportunity to attend smoking cessation classes while in an official duty capacity. Subject to mission requirements, one (1) time smoking cessation class(es) will be coordinated and approved with the smoker's respective supervisor. Smokers will be allocated up to two (2) hours of regular time (coded RG) within the calendar year for the one-time cessation class(es). The smoking cessation class(es) will be coordinated between the individual smoker and their respective health care provider or through the DONCEAP. It is the smoker's responsibility to provide their respective supervisor with acceptable documentation to demonstrate their attendance at an authorized smoking cessation program.

Section 3. Prior to implementation or when changes are made by HII-NNS, the Employer will send an all hands email providing smoking cessation information from DONCEAP, the new HII-NNS policy regarding smoking with the authorized DSAs, and will inform employees that SUPSHIPNN smokers are expected to maintain the DSA on Washington Avenue and if they fail to do so, HII-NNS may remove the DSA.

Section 4. The Employer will brief and provide new employees the HII-NNS smoking policy and the option to attend smoking cessation classes on regular time during new employee orientation.

Section 5. Both parties acknowledge that HII-NNS can change their smoking procedures/policies at any time which may affect this agreement and the parties would re-engage in bargaining, as appropriate. The Employer will provide the HII-NNS smoking instruction to all employees and to new employees during new employee orientation.

## ARTICLE 45

### SPACE HEATERS

Section 1. Unit employees shall submit a Heater User Agreement to obtain a heater.

Section 2. Heaters will be distributed to employees by request. Priority will be given to those who previously had a heater and are seated in the coolest areas.

Section 3. If temperature measurements are required due to more requests received than available heaters, management will take two (2) samplings of temperature within one (1) day at each workstation at the following approximate times, 7-8 am and 1-2 pm.

Section 4. In the event there are an insufficient number of heaters to distribute to employees, a facilities service request (FSR) will be submitted to HII-NNS to obtain additional heaters.

Section 5. The first line supervisor will have three (3) workdays to sign the heater user agreement for the employee. If the supervisor is on leave or travel, the acting supervisor may sign the form. If the form remains unsigned at the end of three (3) workdays, the employee may elevate the request to the second level supervisor who then has three (3) workdays to sign the form.

Section 6. When an employee is relocated and must return their heater to the Support Services Division, Code 185, the employee will be given five (5) workdays to resubmit a new heater form for the new work location before the heater will be given to another employee.

Section 7. In general, heaters will be provided to an employee if requested and heaters are available UNLESS there is a safety or electrical issue in the employee's workspace.

Section 8. Heaters will only be assigned permanently to an individual through the reasonable accommodation (RA) process.

## ARTICLE 46

### ASSIGNMENTS TO COMMITTEES

Section 1. The Union may designate a representative and an alternate to a Command organized committee and be given consideration for membership to committees such as the following. The Union will be given consideration for membership on any like committees that are later established.

- a. Employee's Activities Association (EAA)
- b. OSHA Safety
- c. Parking

Section 2. Committee members shall be subject to applicable law, provisions of pertinent regulations and activity instructions governing functions and tenure of the committee(s). In staffing committees in which union participation is mutually desired, the Union will be afforded the opportunity to name a representative of its choice. The Union will provide the Employer a listing of all committee members. The President of the Union may designate another Union representative if the member is not available.

Section 3. The selected Union representative shall be primarily responsible for assisting, as a committee member, in achieving the objective(s) of the committee. They shall be provided any necessary information regarding the committee's operation.

Section 4. The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against Union officials in the performance of duties related to their responsibilities as the exclusive representative for unit employees.

Section 5. Union participation on a committee does not constitute a waiver of their bargaining rights.

Section 6. The official designated representative(s) on a committee understand and agree that the hours used to serve at committee meetings are to be deducted from the number of taxpayer-funded union time (official time) hours granted per fiscal year.

## ARTICLE 47

### PARKING

Section 1. Unit employees will be provided parking near their work areas to the extent possible. Parking is subject to change and while it is recognized by the parties that any subsequent proposed changes to these instructions will be negotiated between the parties, temporary changes may be made with short notice for security and/or safety reasons.

Section 2. Employees temporarily disabled to the extent that walking to and from the parking lot would create an undue hardship as determined by a medical official will be authorized to use disabled parking spaces based on availability.

Section 3. Parking shall be administered in accordance with the SUPSHIPNN Instruction 5560.1 series where the parking rules and regulations will be enforced by the Parking Committee. The Parking Committee will consist of representatives from the Union, Employer, and Military.



## ARTICLE 48

### CONTRACTUAL WORK

Section 1. The Employer retains the right to make determinations with respect to contracting out as provided in Section 7106 of the Civil Service Reform Act. All contracting out decisions will be in accordance with applicable laws and regulations.

Section 2. As requirements are known, the Union will be notified of the functions scheduled for review under the Commercial Activities Program that may have an impact on unit employees.

Section 3. The Union will be advised of contracting out decisions made under Office of Management and Budget (OMB) Circular A-76. The impact and implementation of A-76 contracting out decisions will be negotiated at the request of the Union.

Section 4. Disputes concerning compliance with OMB Circular A-76 are excluded from the NGP and will be submitted pursuant to statute and government wide regulations.

## ARTICLE 49

### GENERAL PROVISIONS

Section 1. Upon the Union President's written request, but not more frequently than twice each year, the Employer will furnish the Union a data processing run-off of all BUEs names and pay grades. This information will be furnished within two (2) weeks after the written request is received.

Section 2. There will be no charge to leave or loss of pay when an employee is required to appear for grievance arbitration, appeals, and hearings. Necessary expenses, in accordance with the JTR, will be borne by the Employer.

Section 3. The Employer agrees that the proximity badge readers and video cameras will not routinely be used as a time clock for time and attendance purposes; instead the devices will be used to validate personnel proper access to the facility. However, proximity badge reader data and video camera footage may be used for administrative investigations, pre-action investigations, disciplinary actions, Inspector General (IG) investigations, grievance resolutions, EEO investigations, and criminal investigations.

Section 4. The Employer agrees to support the Union hosting an annual offsite meeting and holiday luncheon. Upon employee's request, supervisory approval, and workload permitting, employees may be authorized one (1) hour of annual leave, compensatory time, or have the ability to adjust their arrival and/or departure time to support the luncheon within the same work day.

Section 5. The Union may use e-mail and submit articles of general interest to the Employer for inclusion in Command Newsletters, or other similar command publications. The Employer retains the right to refuse to publish an article if deemed inappropriate space does not permit, submitted after the deadline, or requires grammatical corrections.

## ARTICLE 50

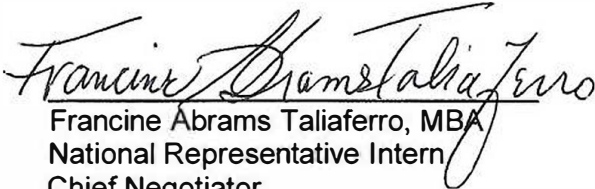
### DISTRIBUTION OF AGREEMENT


The Agreement will be typed in final format by the Employer. An electronic copy of the CBA will be provided to the Union for use. An electronic copy will also be available online on a shared drive for employee access.

In witness thereof, the Parties hereto have executed this AGREEMENT on the 7th of November 2019.

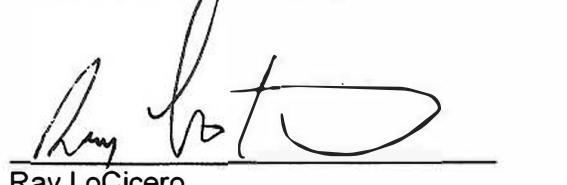
FOR THE UNION:  
NATIONAL ASSOCIATION OF INDEPENDENT  
LABOR, LOCAL 2

FOR THE EMPLOYER:  
SUPERVISOR OF SHIPBUILDING, CONVERSION  
AND REPAIR, USN, NEWPORT NEWS, VA

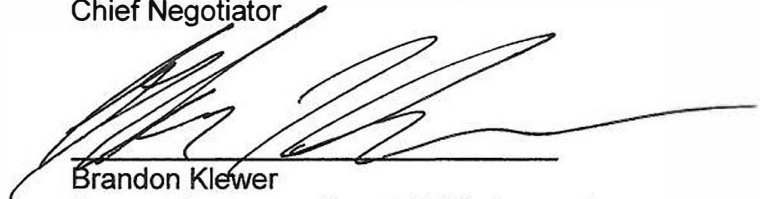
  
Francine Abrams Taliaferro, MBA  
National Representative Intern  
Chief Negotiator

  
Todd Bockwoldt  
Executive Director/Deputy


  
Elita Brown  
President, NAIL, Local 2

  
Ray LoCicero  
Supervisor, Labor and Employee Relations  
Chief Negotiator

  
Lorri Glenn  
Vice President, NAIL, Local 2

  
Brandon Klewer  
Human Resources Specialist (Labor and  
Employee Relations)

  
Janet Rinehimer  
Administrative Officer

  
Theresa H. Haskins  
Human Resources Specialist (Labor and  
Employee Relations)

APPROVED BY THE DEPARTMENT OF DEFENSE TO BE EFFECTIVE ON: 3 December 2019