

NEGOTIATED AGREEMENT

between

NORFOLK NAVAL SHIPYARD

and

INTERNATIONAL FEDERATION

of

PROFESSIONAL AND TECHNICAL ENGINEERS,

LOCAL NO. 1

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NEGOTIATED AGREEMENT

PREAMBLE

Pursuant to the policy set forth in P.L. 95-454, signed by the President on 13 October 1978 and effective 11 January 1979, the Civil Service Reform Act of 1978, Title VII--Federal Service Labor-Management Relations, hereinafter referred to as Title VII and subject to all appropriate Executive Orders, laws and statutes, the following articles constitute an agreement by and between the International Federation of Professional and Technical Engineers, Local No. 1000 hereinafter referred to as the Union and the Norfolk Naval Shipyard, Portsmouth, Virginia, hereinafter referred to as the Employer.

ARTICLE 1

RECOGNITION AND UNIT DESCRIPTION

Section 1. The Employer hereby recognizes that the Union is the exclusive representative of all employees in the unit (as defined in Section 2 below). The Union recognizes its responsibility of representing the interests of all employees without discrimination and without regard to union membership with respect to grievances, personnel policies, practices and procedures or other matters affecting their general working conditions, subject to the express limitations set forth elsewhere in this Agreement.

Section 2. The unit to which this Agreement shall apply is composed of all graded and professional employees and non-professional and technical employees, including those on temporary, probationary, and excepted appointments in the engineering science and associated fields in the organizational components of the Norfolk Naval Shipyard, including but not limited to:

- Architects
- Chemists
- Draftsmen
- Engineers (all options)
- Electronic Technicians
- Engineering Technicians (all options)
- Engineering Aids
- Equipment Specialists (all options)
- Health Physicists
- Illustrators
- Industrial Health Technicians
- Industrial Specialists
- Mathematicians

Metallurgists
Naval Architects (all options)
Physical Science Aids and Technicians (except those physical science technicians in the Radiological Monitoring Division, Radiological Control Office)
Physicists
Production Controllers
Quality Assurance Specialists
Quality Inspection Specialists
Safety Specialists
Student Trainee (professional and technical options)
Technologists

As required by paragraph 7112 of Title VII of Civil Service Reform Act (CSRA), this unit excludes (1) any management official; (2) any employee engaged in federal personnel work in other than a purely clerical capacity; and (3) supervisors (as defined by Title VII of CSRA).

ARTICLE 2

RIGHTS OF EMPLOYER

Section 1. Management officials of the Norfolk Naval Shipyard retain the right in accordance with applicable laws and regulations:

a. (1) To determine the mission, budget, organization, number of employees, and internal security practices of the Employer's activity;

(2) And, in accordance with applicable laws, to:

(a) Hire, assign, direct, layoff, and retain employees in the activity;

(b) Suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(c) Assign work;

(d) Make determinations with respect to contracting out;

(e) Determine the personnel by which the employer's operation shall be conducted;

(f) With respect to filling positions, to make selection for appointments from--

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

(2) any other appropriate source;

(g) To take whatever action may be necessary to carry out the Employer's mission during emergencies;

b. Nothing in this section shall preclude the Employer and the Union from negotiating:

(1) A the election of the Employer, on the numbers, types, grades of employees or positions assigned to any organization subdivision, work project, or tour of duty, or on the technology, methods, and means of performing the work;

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

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

Section 2. The right to make reasonable rules and regulations shall be considered an acknowledged function of the Employer subject to the obligations imposed on the Employer by this Agreement and the provisions of Title VII.

Section 3. The requirements of this article shall apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union.

ARTICLE 3

RIGHTS OF EMPLOYEES

Section 1.

a. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal. Each employee shall be protected in exercise of such right, which includes the right to act for 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 to engage in collective bargaining with respect to conditions of employment through their chosen representatives.

b. Such rights do not extend to participation in the management of a labor organization or acting as representative of any such organization where such participation or activity would result in a conflict or apparent conflict of interest, or would otherwise be incompatible with law or the employee's official duties.

Section 2. The Employer shall take such action consistent with law or with directives as may be required in order to assure that all employees are appraised of and guaranteed their rights described in CSRA and this article, and that no interference, restraint, coercion, or discrimination is practiced by the Employer to encourage or discourage membership in the Union.

Section 3. The Employer agrees that all employees in the bargaining unit will be treated fairly and equably in the application or interpretation of laws, rules and regulations of the agency or higher authority or employer policies and departmental procedures affecting working conditions.

Section 4.

a. Any employee covered by the terms of this Agreement and during the period he is on the payroll of the Employer shall not forfeit any rights or benefits provided under this Agreement while on detail or assignment to another activity or on a trial trip. The Employer agrees to attempt a resolution should a problem arise between a unit employee and personnel not employed by this activity regarding work-related problems.

b. The Employer agrees to inform the area steward of the action taken and the employee of a solution reached.

c. It is understood that actions of personnel over which the Employer has no administrative control are not grievable under the terms of this Agreement.

d. It is agreed and understood that employees will conform to the rules and regulations, including hours of work, in effect at the temporary duty activity.

e. Employees may grieve the actions of another activity through that activity's administrative grievance procedure, if appropriate.

Section 5.

a. Every employee shall have the right to bring matters of personal concern to the attention of an appropriate union representative. This provision does not preclude supervisors from dealing with employees on matters affecting them as individuals, nor does it prevent any employee from bringing matters of personal concern to the attention of an appropriate supervisor. Informal person-to-person discussions between supervisors and employees are a necessary and commonplace occurrence at the work place and will be utilized fully in efforts to maintain productivity. There will be no provisions for any employee representation at such discussion except as specified in (B)(2) of this section.

b. An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at--

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

(2) any examination of an employee in the unit by a representative of the agency 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;

C. The Employer will annually inform all bargaining unit employees of this right as enumerated in (2)(a) and (b) above in the form of a Shipyard notice in January of each year.

Section 6. Nothing in this Agreement shall require any employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary written authorization by the member for the payment of dues through payroll deduction, or by voluntary direct payment to the Union.

Section 7. An employee who has submitted a resignation of employment will be permitted to withdraw his resignation no later than five workdays prior to the effective date unless the Employer has a valid reason to refuse to allow the withdrawal. A valid reason includes, but is not limited to, administrative disruption or the fact that the hiring or commitment to hire or reassign a replacement has been made. Avoidance of adverse action proceedings is not a valid reason.

Section 8.

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

b. Any unit employee may elect to decline union representation in any situations for which the Agreement specifies representation; and when he does so, he shall have no representation. This decision to decline representation is irrevocable.

ARTICLE 4

PRECEDENCE OF LAW AND REGULATIONS

Section 1. It is agreed that this Agreement is subject to the precedence of:

- a. existing and future Federal laws, executive orders, and statutes and by government-wide rules and regulations of appropriate authorities; and
- b. by published agency rules and regulations in existence at the time the Agreement was approved unless an exception to the rule or regulation was granted.

ARTICLE 5

APPROPRIATE MATTERS FOR NEGOTIATION

Section 1.

- a. It is agreed and understood that matters appropriate for negotiation will be in accordance with the provisions of the CSRA.
- b. It is agreed that services of the FMCS and FSIP will be utilized, when necessary, during the conduct of negotiations between the parties.

Section 2.

- a. The Employer agrees that before issuing a new or revised Shipyard directive (i.e, notice or instruction) containing negotiable provisions, a draft of the directive will be provided the Union for review and comment. The Union will, within 8 workdays of receipt, request the Shipyard to negotiate on the negotiable provision of the draft directive.
- b. Negotiate as used in this Agreement means the performance of the mutual obligation of the representative of the Employer and the exclusive representative of employees in the unit to meet at reasonable times and to consult and bargain in a good faith effort to reach Agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any agreement reached, but the obligation referred to in the paragraph does not compel either party to agree to a proposal or to make a concession.
- c. The parties will meet no later than 10 calendar days after receipt of the Union's request to negotiate unless otherwise mutually agreed.
- d. Subsequent to the meeting(s) with the Union, the Employer will provide the Union a copy of the directive, with any changes made, and will provide the Union a notice to implement with 10 calendar days unless the Union expresses disagreement with the directive prior to that time.
- e. On other matters affecting personnel policies, practices, and working conditions, the Union will request clarification and/or submit written proposals and request to negotiate with 8 workdays of receipt of notification of such matters.

f. Union representatives will be allowed official time for negotiations under this section as consistent with law and the regulations of appropriate authorities.

Section 3.

a. When either party wishes to discuss any matter of mutual concern not related to a specific change as outlined in Section 2 of this Article, advance notice shall be given to the other, including a written statement of the subject matter to be discussed and the problem, if any, which generated the need for discussion.

b. Discussion as used in this agreement is a mutual exchange of information for the purpose of making both parties totally aware of the subject matter.

ARTICLE 6

UNION REPRESENTATION

Section 1. The Employer agrees to recognize a union executive committee composed of five unit employees; and union stewards, including the chief steward, not to exceed 15 unit employees.

Section 2. The Union shall supply the Employer in writing and shall maintain with the Employer on a current basis a complete list of duly-elected or appointed Union officers and a list of all stewards together with the organizational component in which each steward is authorized to act.

Section 3.

a. A reasonable amount of official time will be permitted for representational activities provided for in this Agreement.

b. Official time for representational activities may include time to meet and discuss with employees and/or management officials, grievances, personnel policies, practices, or procedures and other appropriate matters related to work situations affecting unit employees. Representatives may receive and investigate but shall not solicit grievances.

c. The Union agrees that whenever appropriate representational duties are being transacted during working hours, only that amount of time reasonable to bring about prompt and expeditious disposition of the matter will be utilized.

d. A union officer or steward, before leaving his work location to transact authorized representational activities, will first obtain permission from his immediate supervisor, if available, or, if not, another appropriate supervisor. Permission will also be obtained from the employee's cognizant immediate supervisor, if available, or another appropriate supervisor of the employee being contacted. Permission will be granted promptly unless in the opinion of either supervisor such absence would cause undue interruption of work. In the case where permission is not granted, a time will be suggested by the supervisor for the transaction of business. The supervisor concerned shall be informed of departure and estimated duration of the absence.

e. Either before his departure for or upon return from his representational activities, a union officer or steward will, at the request of his supervisor, provided information regarding the organizational component, location, and name of employee visited, the nature of business transacted, and the time of departure and the time of return. This information will be utilized to determine that the union representative's use of official time for representational functions is reasonable and mutually beneficial to the Shipyard and its employees.

f. Solicitation of membership and activities concerned with the internal management of the Union such as activities involving other employee groups, collection of dues, assessments or other funds, membership meetings, campaigning for union office, conduct of elections and distribution of authorization cards will not be conducted during working hours.

Section 4.

a. The Employer agrees that union representatives shall normally be retained in their organization component or shift except when work requires another assignment. It is agreed that where a regular rotational shift assignment is established the union representatives will be rotated along with other employees. When no rotation system exists the union representative will be assigned to the extent his services are required and his skills and abilities are needed.

b. The Employer agrees to orally notify the President of the Union, in advance when possible, when a union representative's change in shift hours or organizational reassignment is required.

Section 5. The Employer agrees that any authorized and properly identified union official who is not an employee of the activity, upon approval of the Employer, shall be allowed to visit the activity on official union business in connection with the responsibilities of the Union under the provision of Title VII of CSRA, and the terms of the Agreement. Such visits shall be covered by applicable security regulations. The Union shall identify the official, his affiliation, place of birth, date of birth, Social Security Number, and the areas to be visited (CIA or non-CIA). Such notification will be made in writing to the Director of Industrial Relations (Code 160) a minimum of 48 hours in advance so that appropriate access arrangements may be made. The Employer reserves the right to require that such visitors be escorted by a representatives of the Employer during the stay in the Shipyard. Such visitors will not in any manner interfere with the Employer's business.

Section 6.

a. The Employer agrees to cooperate with the Union in allowing use of activity facilities when necessary for performing representation duties.

b. The Union agrees that any activities performed by any employee relating to the internal business of this Union (including the solicitation of membership, election of this union's officials and collection of dues) shall not be performed during the time the employee is in a duty status.

c. The union office space will be used only for the conduct of appropriate representation duties. Official time for the conduct of representational duties will be granted in accordance with Section 3 of this article.

d. The Employer agrees to consider requests for the use of Shipyard facilities by the Union for meeting purposes. Such use of government facilities shall be in accordance with applicable rules and regulations.

e. The Employer agrees to maintain building temperatures at as comfortable a level as possible, consistent with existing heating and air conditioning and control systems.

Section 7. Before submission of a formal charge of an unfair labor practice to the FLRA, the charging party will notify the charged party of the suspected violation at least seven (7) calendar days before filing and as soon as possible after the incident giving rise to the charge occurs. Notification of the intent to file a charge shall be in writing and addressed to either the President of the Union or the Director of Industrial Relations as the respondent. To attempt resolution of the prospective charge, the parties will meet-if possible, before the charge is filed-if either party believes the meeting is necessary. In any case, the meeting will be held, at which meeting the charging party will identify the incident involved. The parties agree that this provision shall not be interpreted to shorten the 6 month statutory period for filing an unfair labor practice charge.

Section 8.

a. The Employer will furnish the Union a complete list of unit employees quarterly, upon request. Such listing will include name, check number, occupational code, work code, and grade and will indicate employees new to the unit.

b. It is agreed that recognized Union representatives shall have the right to exercise their responsibility to advance the best interest of and to represent all employees covered by this Agreement in accordance with the provision of the Agreement and Title VII. In order to accomplish the purpose outlined above, the Employer agrees to provide the Union representative with access to official records pertaining to any unit employee, with the employee's consent, and/or information relevant and necessary to the resolution of a grievance or complaint or in connection with negotiations which is allowed by governing rules, regulations, and/or Title VII. Such records include, but are not limited to, overtime records. One copy per request for such records will be made available to the Union free of charge.

c. A copy of the preaction investigation file of a unit member will be furnished to the Union, upon written authorization of the employee, subsequent to the issue of a letter of reprimand or notice of proposed disciplinary or adverse action. Such file copy shall be furnished without charge.

d. All other requests for the production of documents by the Union shall be subject to the payment of fees established by the Freedom of Information Act and Privacy Act.

ARTICLE 7

HOURS OF WORK

Section 1.

a. It is agreed and understood that staffing to meet workload requirements and establishing tours of duty for unit employees is a function of management and the Employer retains the right to establish new or change existing tours of duty in accordance with this contract.

b. The regularly scheduled work week shall consist of five (5) consecutive eight (8)-hour days, normally Monday through Friday inclusive. The regular hours of work for the employees shall not exceed eight (8) hours a day, forty (40) hours a week. The normal workday shall begin at 0720 and cease at 1550 including a thirty (30)-minute non-paid lunch period.

c. Changes in tours of duty made under the provisions of this section will involve that number of employees required to perform the work. Termination of changes will occur when the particular work situation requiring the change has expired.

Section 2.

a. The regular second shift shall begin at 1530 and end at 12 midnight. The second shift hours include a thirty (30) minute non-paid lunch from 1930 to 2000 except as otherwise directed by the cognizant supervisor.

b. A regular third shift will be established if required by the workload.

Section 3. When administrative excusal is authorized because of extreme weather conditions, breakdown of equipment, fires, floods, or other natural phenomena, all eligible employees who report, or are scheduled to report for work and whose services are not specifically required will be excused.

Section 4. When the Employer requires an employee to work through his regularly scheduled lunch period, the employee may be permitted to eat his lunch at the job site in a pay status if in the Employer's judgement, he can do so without interrupting the work progress or where consumption of food is not prohibited. The Employer may reschedule the non-pay lunch period up to one-half hour before or one and one-half hour after the regularly scheduled lunch period.

Section 5.

a. Work schedules will be maintained as stable as practical.

b. Each employee will be advised of his or her work schedule in advance and will be given advance notice of changes in his/her tour of duty to permit him/her to make advance plans for use of his/her non-worktime.

c. All tours of duty will be for a period of not less than one (1) week unless the specific work situation will not last one week.

d. The administrative workweek will be Sunday through Saturday.

e. The regularly scheduled workweek of individual employees will not be rescheduled solely to avoid paying overtime.

Section 6. In matters concerning the consideration of administrative dismissal of first shift employees, it is agreed and understood that management will notify the Union of the determination to close all or a part of the activity where there are unit members present at the earliest practical opportunity. Such communication will be kept in confidence. The Union will be given the opportunity to provide oral input on the closure to the Employer.

ARTICLE 8

OVERTIME

Section 1.

- a. Unit employees will receive overtime compensation in accordance with applicable laws and regulations.
- b. Unit employees will receive overtime pay for all regularly scheduled overtime worked.
- c. Unit employees may request and management may grant compensatory time as compensation for non-regular scheduled overtime hours worked in accordance with applicable regulations.
- d. Compensatory time earned may be saved for use during Christmas closure. It is understood, however, that leave taken will be charged to an employee in the following order: "use or lose," compensatory time, and annual leave.

Section 2.

a. In the interest of employee morale, job continuity, and economy of operations, when making overtime assignments, the first priority for overtime assignment will be given to the employee who is regularly and currently assigned to the job to be worked on an overtime schedule. All other assignments to overtime shall be distributed equitably in a fair, just, and nondiscriminatory manner among the employees qualified to perform the work and who routinely perform the work during the regular workweek.

b. An employee may, upon timely request, be released from an overtime assignment provided, in the judgment of the Employer, his reasons are valid and another employee within the supervisor's group qualified and familiar with the work is available and willing to work.

c. The Employer reserves the right to deny or cancel scheduled annual leave in any week where the necessity of overtime work is anticipated or where such leave could create an overtime requirement. Leave will not be denied solely because overtime will be required on a weekend on a job which can be done only on that weekend. If the discretion of the Employer is precluded because the employee is unable to work because of illness or emergency, the Employer may

choose not to assign overtime to that employee in that week if, in the judgment of the Employer, the employee's absence contributed to the need for overtime.

Section 3.

a. For the purpose of notification, affected employees will normally be informed by the end of their shift on Thursday of planned overtime requirements which have been requested for approval for overtime on Saturday/Sunday and Monday through Friday beyond their regular work shift.

b. In cases of unplanned overtime for Saturday/Sunday and Monday through Friday where employees' services are required beyond their eight hour shift, notification will be given to the employee as soon as practicable after the determination to work is made.

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

Section 4. Incident to conduct of official business at the permanent duty station the employee may submit a claim for reimbursement for the usual taxicab fares for travel outside of normal working hours from the permanent duty station to home in accordance with the Joint Travel Regulations, Article C-2100.

Section 5. When an employee is required to work 11 hours or more on any one day, the Employer will provide a second non-pay meal period upon the request of the employee.

Section 6.

a. When an employee is required to work overtime within two hours after the end of his regular shift and this requirement is known prior to the end of the regular shift, the Employer will assign existent substantive work, if available, for the employee until the employee's services are required for the job for which he was held over. The Employer will not create work for the employee to fulfill this requirement.

b. If the employee's services are required after two hours from the end of his regular shift, the employee may, at the discretion of the Employer, be released at the end of his regular shift and will return at the time specified by the Employer or as later notified.

Section 7.

a. Unit employees will be considered assigned to a regular tour of duty for a trial trip unless otherwise specified as assigned to overtime duty or in a standby status on travel orders. The specific hours of overtime, if known, will be identified on the travel orders.

b. Standby time consists of periods in which an employee is officially ordered to remain at or within the confines of his station, not performing actual work but holding himself in readiness to perform actual work when the need arises or when called. Employees are required to remain in a known location or locations, agreeable to the Employer and the employee, ready to be called to work when not performing actual duties, to be considered to be in a standby status.

c. It is understood that such assignment may be changed during the trial trip by the Employer in order to effectively complete the mission.

Section 8. The Employer agrees to make every effort not to assign overtime to the extent that it will cause an FLSA exempt employee's overtime pay combined with their salary to exceed the maximum allowed by law for a pay period. It is understood, however, that the accomplishment of work assignments may require such assignment.

Section 9. When an FLSA-exempt employee's overtime pay combined with his salary will exceed the maximum allowed by law for a pay period, the affected employee may request leave without pay during that particular pay period. Such request will be granted provided the employee's absence will not be a detriment to completing required work. Trial trips, critical testing periods and other time constrained events are exempt from the above provision.

ARTICLE 9

HOLIDAYS

Section 1. Unit employees shall be entitled to all federal holiday pay benefits in accordance with law and regulations.

Section 2. The Employer shall not routinely require employees to work on holidays. The Employer agrees that holiday work will not be assigned for the sole purpose of avoiding overtime pay, but will be assigned when it is essential to accomplish work which may not be interrupted or to meet workload commitments. However, an employee may, upon timely request, be released from a holiday work assignment provided in the judgment of the Employer his reasons are

valid and another employee within the supervisors's group qualified and familiar with the work is available and willing to work.

Section 3. An employee who is called back for unscheduled duty on a holiday and performs continuous duty which covers a portion of his regular daily tour of duty and less than two hours overtime is entitled to holiday premium pay for the non-overtime work and to two hours minimum overtime pay or compensatory time off for the overtime work. Payment of the two hours minimum overtime pay in this circumstance will satisfy both the minimum two-hour call-back overtime compensation entitlement due the employee and the minimum two-hour holiday compensation entitlement due the employee. It is understood this provision applies only to employees whose entitlement to compensation is computed under Title 5, U.S. Code.

ARTICLE 10

ANNUAL LEAVE

Section 1.

a. Employees shall accrue annual leave in accordance with existing applicable laws and regulations. An employee's request for planned annual leave will be granted subject to workload and manpower requirements. Annual leave should be scheduled early in the year to avoid loss of "use or lose" leave. If leave is denied at earlier periods, the Employer will make every effort, as early as possible, to assist the employee in scheduling his leave, taking into consideration his desires to avoid forfeiture of accumulated leave.

b. In the event of unplanned leave for emergency reasons, the employee will contact his supervisor within the first three hours after the beginning of the shift he is absent, except where the nature of the emergency makes such notification impractical; in which event, the employee would make such notification as soon as possible. Approval or disapproval of annual leave for emergency reasons will be determined on an individual case basis. Unit employee are not required to submit an application for annual leave (SF-71) for absences of less than 40 hours except as noted in 10-1-C.

c. The maximum amount of annual leave which may be carried over from one leave year to the next is 30 days. Restoration of forfeited annual leave is allowed if the employee is forced to forego the leave because of personal illness, administrative error, or exigencies of the public service. However, restoration is not automatic. Forfeited leave must have been requested in advance in writing and approved before the start of the third biweekly pay period prior to the end of the leave year. Leave scheduled, that is approved by the Employer must be in writing. It is understood that the scheduling of Christmas closure by the Employer is considered approval of the leave in writing for this purpose.

d. In addition, claims filed for restoration of annual leave must contain:

- (1) the calendar date the leave was scheduled;
- (2) the dates for which the leave was scheduled for actual use and the amount that was scheduled for use;
- (3) reason(s) for the subsequent cancellation of the approved leave; and
- (4) the calendar date the canceled leave was rescheduled for use and the amount of leave that was rescheduled for use, if appropriate.

e. It is recognized that the Employer is the sole authority for determining the existence of an exigency and its beginning and ending dates.

Section 2.

a. The Employer agrees to schedule annual leave of two-weeks continuous duration for vacation purposes where such scheduling is permitted by workload requirements. Union officers and stewards will be given first choice of desired leave for vacation purposes.

b. Any conflict in selection of vacation periods will be resolved by giving priority of choice in the order of service computation date. When an employee has made his selection, he shall not be permitted to change when it affects the choice of another employee. The Employer may approve a change in selection provided another employee's choice is not affected, or the Employer may require a change because of unforeseen circumstances. To be covered by this policy, written leave requests must be submitted by 1 May.

c. In the case of transfer of an employee from one supervisor's group to another, previously scheduled annual leave for vacation purposes shall be discussed with the supervisor for confirmation or change.

Section 3.

a. If for any reason the Employer schedules a curtailment of operations affecting unit employees, the Employer agrees that, where productive to so, the first effort will be to provide work for employees with no annual leave or compensatory time. If work cannot be provided, the next effort will be to advance annual leave to the extent permitted by regulations for the period of curtailment, or grant LWOP if the employee requests.

b. If the employee's annual leave is exhausted and if the employee refuses LWOP, he may be furloughed in accordance with regulations. The Employer agrees to notify the Union as soon as a decision is made that a curtailment of operations is necessary and to provide the Union with information on the reasons why such curtailment is necessary.

c. The provisions of (a) above apply to curtailment during the Christmas-New Year period.

Section 4.

a. The Employer agrees to grant annual leave or leave without pay at the employee's request where there is:

(1) A death in the employee's or employee's spouse's immediate family. Such guaranteed period shall not exceed 24 working hours. Based on the circumstances of an individual case, additional leave may be granted consistent with the employee's needs and workload requirements.

(2) Illness in the employee's immediate family where the employee's presence is required to care for the family member. Such guaranteed period shall not exceed 16 working hours. Based on circumstances of an individual case, additional leave may be granted based on the employee's needs and workload requirements.

b. Religious holidays, associated with the religious faith of the employee, will be granted based on workload requirements: Such requests will be submitted in advance.

c. Requests for annual leave for other purposes, such as attendance at meetings of professional organizations, will be granted when consistent with workload requirements.

Section 5. The Employer agrees to grant annual leave in tenths of an hour (six-minute increments).

ARTICLE 11

SICK LEAVE

Section 1. Employees shall accrue sick leave in accordance with applicable statutes and regulations.

Section 2. Sick leave normally will be approved, if available, when requested in advance for examination or treatment by physicians, surgeons, dentists, practitioners or opticians. The request must contain information as to the time, place and date of appointment. A properly completed application for leave form shall be submitted within two workdays after return to work.

Section 3.

a. Employees shall not be required to furnish a medical certificate to substantiate a request for approval of sick leave unless such sick leave exceeds three consecutive workdays, except in individual cases if there is reason to believe the employee is abusing sick leave privileges. In such a case, a meeting will be held between the supervisor and the employee; the employee will be informed of why sick leave abuse is suspected and that because of his questionable sick leave record, a medical certification may be required for each subsequent absence on sick leave. The employee may request and be granted representation by the area steward or a member of the Executive Committee at this meeting.

b. Use of sick leave may be investigated by a duly-assigned investigator, at the Employer's discretion, subsequent to the meeting held in (a) above. At the meeting in (a) above, the employee will be advised of this possibility.

c. Within a period of six months subsequent to the meeting in (a) above, the Employer will either place the employee under a Letter of Requirement for Medical Certification or cease the use of the sick leave investigator in the employee's case.

d. It is agreed that cases requiring medical certification shall be reviewed by the Employer at the end of one year from the date of issue to determine whether the requirement can be rescinded. When it has been determined by the Employer that the requirement will be continued or is no longer necessary, the matter will be discussed with the employee and he will be advised in writing.

Section 4. Periods of absence on sick leave in excess of three consecutive workdays must ordinarily be supported by a medical certificate to be filed within 15 days after return to duty. In lieu of a medical certification, the employee's signed statement explaining the nature of his illness may be accepted when it is unreasonable to require a medical certificate because of shortage of physicians, remoteness of locality or because the illness does not require the services of a physician. The provisions of this section do not apply to employees under a Letter of Requirement regarding Sick Leave Abuse.

Section 5. The Employer agrees that an employee who is sent home sick by the medical officer will not be required to furnish medical certification to substantiate such sick leave for that day only. If the absence extends beyond three days, he shall comply with other sections of this article governing sick leave. An employee who is subject to an active sick leave abuse letter shall be required to substantiate by medical certification each subsequent day of absence.

Section 6. Sick leave may be advanced to an employee not to exceed 30 working days in cases of serious illness or disability in accordance with applicable existing rules and regulations.

Section 7. A day, or first shift, employee who is unable to report for duty because of illness will notify the supervisor and request sick leave within the first three hours of the first day of absence due to illness. The supervisor will at this time advise the employee of subsequent notification requirements. Unless changed by the supervisor, the employee will notify the supervisor within the first three hours of each subsequent third workday of absence. An employee assigned to a second or third shift will make reasonable effort to notify the supervisor as soon as possible before the start of his shift; but where possible due to the nature of the illness, the employee will call in not later than one hour prior to the end of the day shift of the first day of absence, and of every third workday of absence unless changed by the supervisor.

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

ARTICLE 12

LEAVE OF ABSENCE AND EXCUSED LEAVE

Section 1. Leave without pay shall be granted in accordance with applicable laws and regulations.

Section 2.

a. When five days advance notice is given, the Employer agrees to grant leave without pay to any employee, selected by the Union, to attend Union convention, and conferences provided his supervisor determines he can be spared from his work.

b. The Employer agrees to grant leave without pay to any Union representative for the purpose of conducting union affairs provided adequate advance notice is given and the supervisor determines his services can be spared from his work.

c. Valid consideration will be given each request.

Section 3. A unit employee who requests leave of absence without pay to fulfill a paid position with a labor organization representing federal employees shall be granted such leave of absence without pay not to exceed one year for each application when consistent with regulations and workload requirements. Requests for extended leave without pay for other reasons, e.g., education, recuperation, public or private service, will be granted when consistent with regulations and workload requirements on a case by case basis.

Section 4. Employees in approved leave of absence without pay status shall accrue any rights and privileges regarding service credit, leave, retention rights during a reduction-in-force, retirement benefits, and coverage under group life insurance and federal employees health benefits programs in accordance with applicable laws and regulations.

Section 5. An employee may be allowed excused time subject to the workload, scheduling, and manpower requirements of the Employer as herein provided:

a. An employee whose services have been requested by an authorized civil defense official, and who is assigned and designated by the Employer to participate in preemergency programs and test exercises, may be excused without charge to leave or loss of pay, for a period not to exceed 40 working hours during a calendar year.

b. An employee who is a veteran may be excused, without charge to leave or loss of pay to participate as a active pallbearer or as a member of a firing squad or honor guard in funeral services of members of the Armed Forces returned from overseas for final internment in the United States. Each excusal shall be for as much time as necessary, but shall not exceed four hours in a day.

c. An employee will be excused without loss of pay or charge to leave not to exceed three days to attend the funeral of an immediate member of his family who dies in the Armed Forces as a result of wounds, disease, or injury incurred while serving in a combat zone.

d. Employees who serve as blood donors in a Shipyard-sponsored blood bank program shall be excused for the time necessary for this purpose without charge to leave or loss of pay up to maximum of four hours total, if necessary, to donate blood (volunteer) under other circumstances on a case by case basis as determined appropriate by the immediate supervisor.

Section 6.

a. An employee who is tardy for less than one hour may be excused without charge to leave or loss of pay at the discretion of the appropriate supervisor. However, the time may be charged to annual leave or may be charged as absence without authority, as appropriate.

b. Other absences may be excused in accordance with the provision of FPM Chapter 630.

Section 7.

a. An employee will be excused without loss of pay or charge to leave for the purpose of attending an interview under the Merit Staffing Program when that interview is held at a Navy activity in the Norfolk, Chesapeake, Portsmouth, or Virginia Beach area.

b. Such excused time will be subject to workload considerations and will not exceed four hours total. Further, under no circumstances will overtime or mileage be paid in connection with travel conducted pursuant to the provisions of this section.

ARTICLE 13

PROMOTIONS AND ASSIGNMENTS

Section 1. The Employer agrees to promote unit employees in accordance with the Merit Staffing Program.

ARTICLE 14

REDUCTION-IN-FORCE

Section 1. Upon receipt by the Employer of a directive from higher authority which will result in a reduction-in-force or at the time the Employer determines that such a reduction-in force is necessary, the Union will be immediately notified in writing of the reasons for the RIF, and when determined, notified in writing of the affected competitive levels and the number of employees in the levels initially affected and the proposed effective date. In the event a group meeting with the affected unit employees is conducted by the Employer to explain the RIF procedures and answer pertinent questions, a Union representative will be invited.

Section 2. The Employer agrees that every effort will be made to fill vacancies with qualified employees who are being affected by the reduction-in-force.

Section 3. The Employer agrees to notify the Union prior to implementing an action to waive qualification standards and requirements for positions in the unit.

Section 4. In a reduction in-force, a career status veteran with creditable military service, that is, a preference eligible for retention standing purposes not serving a probationary period, will not be released from a competitive level before nonpreference eligibles within his group are released from that level.

Section 5. An employee demoted without personal cause or not at his own request is entitled to special consideration for repromotion. Although he is not guaranteed repromotion, he would, unless there are persuasive reasons for not doing so, be repromoted when a vacancy occurs for which he has demonstrated that he is well qualified. Special consideration for repromotion will precede efforts to fill a vacancy by merit promotion procedures.

ARTICLE 15

POSITION DESCRIPTION AND MISASSIGNMENTS

Section 1. The Employer agrees to maintain current and accurate position descriptions. An employee who perceives that his position description does not accurately describe the duties being performed may bring this to the attention of his supervisor. The supervisor will describe the job to the employee and will correct any erroneous concept the employee may have about the scope of work or the relation of the position to other positions.

Section 2. The Employer agrees to notify the area steward of changes made in the title, series, or grade of a position in the unit.

Section 3. The Union may make representations and present supporting evidence to the Employer regarding the adequacy or equity of job/position classification standards. The Employer agrees to evaluate the supporting evidence and discuss with the Union and forward written suggested recommendations to higher level command for possible corrective action with appropriate endorsement.

Section 4. An employee will be notified of his right to be furnish a copy of the position description to which he is assigned. When an employee's position description is rewritten, he will be notified of any changes prior to submission for classification action. The employee and his union representative will be allowed to discuss all areas of the position description. However, it is agreed and understood that the Employer retains the right to determine what duties and responsibilities will be performed by the employee (i.e., the content of the position).

Section 5. The Employer will act as promptly as practicable to complete action to fill vacancies in the Unit. A copy of any SF-52 (Recruit Request) submitted to initiate action to fill a vacancy in the unit will be provided to the Union upon request, subject to the provisions of the Privacy Act.

ARTICLE 16

TRAINING

Section 1. In recognition of the mutual advantages to both parties, the Union may make recommendations to the responsible management official relative to the training of employees due to technical advances in their respective fields. The responsible management official will consider the recommendations of the Union.

Section 2. When, because of technological change, unit positions will be eliminated, the Employer will, as an alternative, give preferential consideration to retraining employees. Such retraining will be undertaken only when consistent with the Employer's productivity requirements, budgetary constraints, the existing knowledge, skills and qualification of the affected employees, and the availability of other positions.

Section 3. The Employer and the Union will encourage employees to take advantage of training and educational opportunities both during and after working hours. Such encouragement shall not serve as a basis for entitlement to compensation.

Section 4. When the Employer has established a formal training committee or a formal parking committee for consideration of the training or parking problems of unit employees only, the Union will provide one member to serve on that committee. Membership will be in accordance with Article 18, Section 1b and c with the exception that only one replacement nominee will be submitted.

Section 5. Employees will be assigned to training in accordance with the Employer's needs. Training assignments will be fairly distributed among employees qualified for the training in consideration of their official duties, relative qualifications, the number and types of employees who need to be trained, and the availability of training resources and budgetary constraints.

Section 6. A reasonable number of Union representatives may be excused, if workload permits, without charge to leave to attend training sessions sponsored by the Union under the following conditions:

- a. The subject matter of the training is of mutual concern to the Employer and the employee in his capacity as a union representative;
- b. The Employer's interests will be served by the union representative's attendance;
- c. Such excused time will normally not exceed 8 hours for any individual in a 12-month period.

d. Such excused time will be requested in writing at least two weeks in advance. This request will identify the employees to attend, the length of time requested [starting and ending time, dates(s)], the subject matter of the training and an explanation of how the subject matter is of mutual concern to the parties and is in the Employer's interest. This request should be made to the Director of Industrial Relations (Code 150) via the employees's department head.

e. Administrative excusal for this purpose will cover only those portions of a training session as meet the foregoing criteria.

ARTICLE 17

SAFETY

Section 1. The Employer will make every reasonable effort to provide and maintain safe working conditions and industrial health protection for the employees. The Union, as always, will encourage all employees to work in a safe manner.

Section 2. Employees are encouraged by the Union and the Employer to be alert for unsafe practices, equipment, and conditions, as well as environmental conditions in their work areas which represent industrial health hazards. When apparently unsafe or unhealthy conditions are observed by the employees, they should report them to their supervisor, or to the Safety and Health Office if their supervisor is not available. The Employer is responsible for the investigation and correction of the hazardous conditions.

Section 3. The Employer shall notify the Union as soon as possible after a disabling accident has occurred involving a unit employee. Such notice shall identify the employee by name, badge number, occupation, and shall include a description of how the accident occurred.

Section 4. The Employer agrees to provide transportation for employees who become injured or ill at work and who, as determined by the medical officer, cannot travel by public or private transportation.

Section 5.

a. When an employee is injured while on duty, the employee's family will be notified by cognizant authority if the employee is unable to make notification himself.

b. In the event of an employee's death, the next of kin will be notified by appropriate authority.

Section 6.

a. No employee who is engaged in work which is hazardous shall be required to work without an observer who is qualified in accordance with existing instructions covering the hazardous work function or qualified in the judgment of the supervisor of the work. It is understood that the determination of where and when such a condition exists is within the discretion of the Employer.

b. Should an employee claim that a job to which he has been assigned is not safe or will endanger his health, he shall advise the immediate supervisor before carrying out the work assigned. If there is a reasonable objection about the safety of the job raised by either party, a ruling shall be obtain from the Safety and Health Office before proceeding.

Section 7. The Employer will provide the maintenance required to assure the restrooms are in good repair. Reasonable effort by the Employer and employees will be made to maintain restrooms in a clean and sanitary condition. The Employer will make reasonable effort to keep the restrooms supplied with soap, towels, tissue, and hot water.

Section 8. When warranted and certified by the Medical Department that an employee is incapacitated, on or off the job, and is prevented from performing his full range of duties, the employer will endeavor to temporarily assign such employee to limited duty tasks within his physical restrictions.

Section 9.

a. The Employer will provide the following occupational health services without cost to unit employees in relation to their work assignments:

(1) Emergency examination and treatment of illness and injury which becomes necessary during working hours;

(2) Periodic medical examination for employees who encumber health-monitored occupations as identified by the medical officer;

(3) Fitness medical examinations provided by federal medical officer and as determined necessary by the employee's supervisor;

(4) Visual examinations as provided in federal medical facilities for the purpose of fitting safety glasses required by the Employer;

(5) Medical examination and appropriate immunization of employees assigned to overseas work; and

(6) Referral counseling through the Civilian Employee Assistance Program, pursuant to applicable regulations.

b. The Employer and the Union will cooperate to encourage employees with alcohol, drug related, or other personal problems affecting work performance or conduct to seek assistance through the Civilian Employee Assistance Program.

c. The Union, through its publications and announcements, will inform employees of the services available through the Civilian Employee Assistance Program at least yearly.

d. The Employer agrees to make information pertaining to the Federal Employees Health Benefits Program available to newly hired unit employees. During periods when employees may change health benefit plans or when benefits are changed, information concerning plan options or revised benefits will be made available to unit employees.

e. When new services or special projects such as immunization are undertaken, information to ensure unit employees are aware of the service or project will be provided to employees.

Section 10. The Employer agrees to furnish all required safety equipment and personal protective equipment. The purchase of safety shoes will be reimbursed in accordance with applicable regulations. All employees are required to wear such equipment as prescribed by the Employer. The Union will at least semi-annually, through its publications and announcements, encourage employees to wear prescribed safety equipment.

Section 11. The Employer agrees to provide information and assistance, upon employee request, on the Federal Employee's Compensation Act, as amended.

ARTICLE 18

COMMITTEE REPRESENTATION

Section 1.

a. The Union may nominate and the Employer will appoint one unit employee to each of the following boards and/or committees under the conditions specified:

INCENTIVE AWARDS-PERFORMANCE RATING COMMITTEE

One member to be selected from a list of two or more nominees from the unit submitted by the Union, providing that such member shall not serve on panels considering awards for management or supervisory personnel.

COOPERATIVE ASSOCIATION BOARD OF DIRECTORS

One member to be selected from a list of two or more nominees from the unit submitted by the Union.

EMPLOYEES ACTIVITIES ASSOCIATION BOARD OF DIRECTORS

One member to be selected from a list of two or more nominees from unit submitted by the Union.

COMBINED FEDERAL CAMPAIGN EXECUTIVE COMMITTEE

One member to be selected from a list of two or more nominees from unit submitted by the Union.

SHIPYARD COMMITTEE ON EQUAL EMPLOYMENT OPPORTUNITY

One member to be selected from a list of two or more nominees from the unit submitted by the Union.

b. The Union may designate the preferred nominee for the appointment and the Employer agrees to give full and fair consideration to the preference.

c. If after a reasonable period following appointment, that is, a full and fair trial of the appointee nominated by the Union or the expiration of the nominee's appointment, the Union wishes to change its committee representative, the Union will submit a new list of two or more nominees from which the Employer will select one replacement. This provision applies to all committees identified in this contract with the exception of those identified in Article 16, Section 4.

d. The Union agrees to give serious consideration to a change in any union committee member when the Chairman of the particular committee provides reason for such change to the President, IFPTE, Local #1, in writing. The change will be made through submission of two or more names in accordance with (a) above. If the change is not made at the time of the Chairman's objection, such change will be made after a three month period if the Chairman's objection still exists and is made known to the Union.

Section 2. All committee representatives shall be governed in the performance of their duties by the guidelines prescribed and proper directives given for each committee's operation. Committee representatives will be fully indoctrinated as to the scope of the committee's operation and their responsibilities. They shall be provided any available printed matter regarding the committee's operation which is necessary and relevant to performance of their responsibilities as a committee member.

Section 3. Information which would invade the privacy of any affected employee, which comes to a committee member as a result of his duty, shall be safeguarded from disclosure.

ARTICLE 19

PUBLICITY

Section 1.

a. The Employer agrees to erect bulletin boards provided by the Union, properly identified as IFPTE, of a size and in locations agreed to by the parties for the posting of notices relating to Union events, activities, and information of general interest to unit members.

b. the Employer agrees to cooperate with the Union in allowing use of intra-shipyard telephone and mail facilities for the purpose of communications in matters of labor-management cooperation.

c. The Employer will publish in the Service to the Fleet, on a space available basis, approved notices or other appropriate new items of general interest which the Union may present.

Section 2. The Employer will place the Union on the distribution list for Norfolk Naval Shipyard instruction and notices, and OCP instructions and notices relative to civilian personnel matters, FPM updates and issuances, and copies of examination announcements and promotional opportunities pertaining to positions under the cognizance of the Employer. The Union will remain on distribution of JTR updates.

ARTICLE 20

DISCIPLINARY ACTION

Section 1.

a. Letters of reprimand will be issued only for just cause. Suspensions and adverse actions will be taken for such cause as will promote the efficiency of the service, and the penalty imposed will be that which may reasonably be expected to correct the employee and maintain discipline and morale. Disciplinary actions include letters of reprimand and suspensions of 14 calendar days or less. Adverse actions include suspensions or more than 14 calendar days, removal, furlough without pay, and reduction in grade or pay.

b. Disciplinary actions and adverse actions are grievable.

c. Letters of caution are non-disciplinary in nature and do not impose a requirement upon the employee beyond that of other employees. Letters of caution are grievable only if they mention that disciplinary or administrative action will be taken for failure to meet acceptable standards. They may be placed in an employee's official personnel folder but may be retained by the Employer for a period not to exceed one year.

d. Letters of requirement are written orders, imposing a requirement upon the employee and are grievable.

Section 2.

a. During any discussion with a unit employee being preacted as a part of a preaction investigation, the employee shall be advised of his right to be represented by the Union and his right to serve as his own representative during the discussion.

b. The employee must sign a written declination of Union representation, if he chooses to decline, or an election of Union representation, if he elects union representation. The declination form shall state that the decision is irrevocable. Attendees at the meeting between the employee and the preaction investigator, including the Union representative, if any, will sign a statement of attendance.

c. If the preaction proceeds without affording the employee the opportunity for representation, any information received during the preaction investigation itself from the employee will not be used to support disciplinary action.

d. The Union representative in the above discussion may make a statement on behalf of the employee, ask questions, and otherwise act as the employee's representative in the discussion, but in accordance with law, may in no manner impede the investigatory process.

e. The purpose of the preaction investigation is to inquire into, discover, and report pertinent facts concerning a matter which may involve disciplinary or adverse action.

Section 3.

a. Decisions on disciplinary actions and adverse actions will contain a statement of the employee's grievance/appeal rights and a copy of the decision will be provided in accordance with Article 6, Section 8.

b. A unit employee or designated Union representative chosen to represent an employee at a Merit Systems Protection Board hearing shall not suffer any loss of pay or charge to leave, while otherwise in a duty status, during the course of the hearing.

Section 4. The employee has the right to be represented by himself, or by an attorney or other representative of his own choosing, in all proceedings and meetings concerning any proposed adverse action conducted by the Employer.

Section 5.

a. At the time of the reply meeting or written response to the proposed disciplinary or adverse action, the affected employee will bring to the attention of the Employer any claim of alcohol, drug-related, or personal problems of which he is aware and bearing upon the incident concerned. This is not to be construed as a waiver of any of the employee's rights to raise such a claim at a later date with regard to the incident.

b. Such claims do not preclude disciplinary action on the matter or related matters subject to the investigation referenced above.

ARTICLE 21

NEGOTIATED GRIEVANCE PROCEDURE

Section 1. The Employer and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance, in good faith, by an employee shall not cast any reflection on his standing with the Employer or on his loyalty and desirability to the organization, nor should the grievance be considered as a reflection on the Employer.

Section 2. This negotiated grievance procedure is the exclusive procedure available to the Union, the Employer, and to the employees in the bargaining unit for the resolution of grievances.

"Grievance" means any complaint

(a) by any employee concerning any matter relating to the employment of the employee;

(b) by any labor organization concerning any matter relating to the employment of any employee; or

(c) by any employee, labor organization, or agency concerning--

(1) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or

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

Section 3. Matters excluded from this grievance procedure are listed in Appendix A to this Agreement.

Section 4. An employee may present a grievance to appropriate management officials for direct adjustment without any representation in an attempt for adjustment. Any such direct adjustment must be consistent with the terms of this Agreement, and the Union will be given the opportunity to have a representative present during the grievance proceeding. The decision rendered at the final step of the grievance procedure herein is final and the employee is not entitled to arbitration.

Section 5. Nothing in this agreement shall be so interpreted as to require the Union to represent an employee in processing a grievance, or to continue to represent him, if the Union considers the grievance to be invalid or without merit.

Section 6.

a. Grievances must be initiated by the aggrieved employee within 30 calendar days after the event or events giving rise to the grievance or within 30 days after the aggrieved employee became aware of the grievable matter.

b. Any grievance between an employee(s) and the Employer shall be processed in the following manner:

Step 1. The grievance shall first be taken up by the aggrieved employee(s) with the lowest level of supervision authorized to resolve the issues. The involved supervisor shall give the decision within 10 calendar days after date of receipt. If the decision is unsatisfactory to the employee or the Union, the decision may be grieved in writing to the next appropriate step of this procedure. In the event that the involved supervisor is also the division head or the department head, the grievance and the decision shall be reduced to writing in preparation for the next appropriate step.

Step 2. Normally, if a satisfactory settlement is not reached at Step 1, the grievance shall be reduced to writing on the negotiated grievance form and submitted within 10 calendar days after receipt of the first step decision to the division head. The division head, or his designated representative, shall hold a meeting on the grievance with the employee, his Union representative, if any, and the appropriate management official(s) within 10 calendar days after receipt of the grievance. The division head shall give his written decision within 10 calendar days after the conclusion of the meeting.

Step 3. If a satisfactory settlement has not been reached at Step 2, the Union shall submit the grievance to the department head in writing within 10 calendar days after the receipt of the second step decision. The department head may review the case on the basis of the record or may convene a meeting within 10 calendar days of receipt of the grievance if he considers one necessary. If no meeting is convened, the department head shall render his written decision to the grievant within 10 calendar days of receipt of grievance. If a meeting is convened, the department head shall render his written decision within 10 calendar days after the meeting. A meeting held at this level may include the grievant, his area steward, and another union representative, a reasonable number of witnesses having knowledge of the matter, the department head (or his designee) and appropriate management representatives.

c. Witnesses called at Step three of this procedure shall suffer no loss of pay or leave while attending the grievance meeting.

Section 7. The Employer or the Union may initiate a grievance over the interpretation or application of this Agreement by informing the other party (addresses: Director of Industrial Relations and the President, IFPTE, Local No. 1) in writing of the article(s) and section(s) requiring clarification and the incident giving rise to the grievance and the correction action desired. Such grievance must be filed within 30 calendar days of the incident giving rise to the grievance or after the party would be expected to be aware of the incident. Within 10 calendar days after receipt of the letter, the parties will meet in an attempt to resolve the matter. Further meeting will be held within 15 calendar days if considered necessary by either party. The Director of Industrial Relations (or his designee) and other appropriate management officials will represent the Employer. THE President of the Union and the other executive committee

members will represent the Union in such discussions. The decision of the responding party will be rendered in writing within 10 calendar days of the last meeting. If the parties cannot resolve the matter through meetings, arbitration may be invoked by either party in accordance with Article 22 of this Agreement. The request for arbitration must be submitted to the other party within 15 calendar days after receipt of written decision.

Section 8. Grievances arising from the Merit Staffing Program will be submitted on the form in Appendix C and processed according to the following applicable procedure:

a. Grievances concerning the supervisor's appraisal of the employee's performance for merit promotion purposes will be submitted in accordance with the grievance procedure identified in Section 6 of this article.

b. Grievances arising from the numerical score or a rating of qualified or ineligible assigned to an employee's qualifications statement (SF-171 and supplements) must be submitted in writing to Code 170 within 15 calendar days from the grievant's receipt of this notice of rating to be accepted for further processing. The following procedure will be adhered to:

Step 1: (OPTIONAL) The grievant may take up the matter informally with a cognizant personnel management specialist in Code 170.

Step 2: A grievance shall be submitted to Code 170 in writing stating specifically:

- a. The basis for the grievance.
- b. The adjustment desired.

Code 170 or his designee will issue a written decision within 15 calendar days of receipt of the grievance.

Step 3: If the grievant is not satisfied with the Step 2 decision, he will forward his grievance to Code 150 within 10 calendar days of the Step 2 decision.

Code 150 or his designee shall either convene a meeting, if he considers one necessary, or issue a written decision within 15 calendar days of the receipt of the grievance. When a meeting is held, the employee, if requesting Union representation, may be represented by an area steward or other Union representative. A decision will be rendered within 10 calendar days of the date of the meeting.

Section 9. When two or more employees have identical grievances, the Union will select one individual case for processing provided no employee(s) seeking direct adjustment will be a part of the identical grievances. The decision on the one case will apply equally to the other involved. The employee whose grievance is selected for processing shall become the sole grievant. This provision does not preclude management from combining consideration of identical grievances filed separately by employees seeking direct adjustment.

Section 10. Failure of the grievant to meet time limits prescribed in this procedure will constitute withdrawal and termination of the grievance. If the Employer fails to meet the prescribed time limits, the grievance may proceed to the next step. Time limits may be extended by mutual agreement of the parties.

Section 11.

a. The Employer and the Union may waive by mutual agreement any step of the grievance procedure.

b. Grievances of disciplinary actions under this procedure will be initiated at the next higher level of management above that which took the action.

ARTICLE 22

ARBITRATION

Section 1.

a. When a grievance processed under the provisions of the negotiated grievance procedure (article 21) of this Agreement is not resolved to the satisfaction of the grieving party, the Employer or the Union, the matter may be submitted to binding arbitration. The party requesting arbitration shall so notify the other party in writing within 15 calendar days from the date of the decision made at the final step of the grievance procedure. Addresses for such notice shall be: for the Employer, Code 160; for the Union, the President of the Union.

b. In the event either party should declare a grievance non-arbitrable, the original grievance shall be considered amended to include the issue. All disputes of grievability or arbitrability referred to arbitration shall be a threshold issue in the related grievance. Arbitrability issues will be resolved in the same arbitration proceedings as the merits of the grievance.

Section 2. Within 7 calendar days following receipt of written notice to arbitrate, the Employer (Code 160) will request the Federal Mediation and Conciliation Service to provide to the parties a list of 5 impartial persons qualified to act as arbitrators. The parties will meet within 7 calendar days after receipt of such list for the purpose of selecting an arbitrator. If the parties cannot mutually agree upon one of the listed arbitrators, the Employer and the Union will each strike one arbitrator's name from the list, and then repeat the process. The remaining name will be the duly selected arbitrator for the particular case in question. The party to strike the first name will be determined by lot. The Employer will notify the Federal Mediation and Conciliation Service of the duly selected arbitrator.

Section 3. The fee and per diem expense of the arbitrator will be borne equally by the parties. Either party may secure the services of a qualified court reporter. Unless the arbitrator requests a transcript of the hearing or the parties mutually agree to share the costs of the court reporter and transcripts, the party desiring such reporter and transcript shall

bear the costs. If subsequently, the other party desires a transcript, it shall share equally in the initial cost of the reporter and transcript. The determination as to whether the arbitrator shall consider a transcript in preparing his decision shall be made by the arbitrator except either party desiring a transcript reserves the right to present a copy of the transcript to the arbitrator and request he consider the transcript in reaching his decision.

Section 4. The arbitration hearing will be held at the Norfolk Naval Shipyard during the Monday through Friday basic workweek and during the regular day shift work hours of the employee grievant. A number of unit employee representatives equal to the number of management representatives to present the case and a reasonable number of employee witnesses for the Union whose testimony is relevant to the case in dispute shall be excused from duty to participate in the arbitration hearing without loss of regular pay or charge to annual leave. Five calendar days in advance of the hearing the parties will submit to each other the identify of those witnesses they desire to testify at the hearing. This notice requirement shall not operate as a bar to the appearance of necessary witnesses. The Employer will arrange to release from work those employee witnesses needed by the Union and agreed to by the Employer to testify. Should the Employer fail to agree to the necessity of the release from work of a requested employee witness, the Employer and the Union will jointly request the arbitrator to determine whether the employee is needed as a witness in the Union's case. Each party will bear the costs of its own nonunit employee representative and/or nonemployee witnesses. The parties may mutually agree to extend the hearing process beyond normal working hours; however, it is understood that no overtime pay entitlement will accrue to the Union representative or its witnesses if the hearing process extends beyond normal working hours.

Section 5. The arbitrator will be requested by the parties to render his decision within 30 calendar days, if possible, after the conclusion of the hearing unless the parties otherwise agree. The arbitrator's award will be binding, except that either party may file an exception to an arbitrator's award with the Federal Labor Relations Authority under the regulations prescribed by the Authority, with notification to the other party, and the exception must be filed within 30 days of the date of the arbitrator's decision.

Section 6.

a. The arbitrator shall not change, modify, alter, delete, or add to the provisions of the Agreement. The arbitrator's award must be consistent with the applicable law and regulations of appropriate authorities and with the terms of this Agreement.

b. The arbitrator will consider only issue(s) raised during the steps of the grievance procedure and shall not have the authority to expand the issue(s).

Section 7.

a. The parties shall schedule a pre-arbitration conference to be held no less than two weeks prior to the scheduled hearing date and in no event more than sixty calendar days from the date of the request for arbitration.

b. The purpose of the pre-arbitration conference is to insure that participants will be kept to a minimum and the hearing will be as brief as possible. The parties will attempt to agree upon a statement of the issue to be submitted in writing to the arbitrator. Other matters that will be discussed include witnesses, exhibits, stipulations, and affidavits or depositions which either party intends to introduce.

c. It is further understood that at the pre-arbitration conference either party may present an offer for settlement of the grievance or dispute. The terms of such offer shall be reasonable and shall be made in good faith and shall be seriously considered. If no settlement can be reached, the parties will proceed to arbitration and the terms of settlement discussed will not be admissible as evidence.

Section 8. In lieu of the normal arbitration procedures outlined in this Article, the parties may mutually elect to refer a particular grievance to expedited arbitration. The parties agree that grievances involving contract interpretation will be excepted from this procedure and that normally only disciplinary actions will be referred. The following applies if expedited arbitration is mutually agreed to by the parties:

a. The parties will forge a written submission agreement regarding the facts in dispute and the facts in agreement; this submission will be forwarded to the arbitrator prior to the hearing.

b. There will be no briefs.

c. There will be no transcript.

d. The arbitrator will render his decision as quickly as possible, but in no case later than fifteen days after the close of the hearing.

e. Total fees and expenses of the arbitrator will be shared by the parties.

Section 9. The time limits provided herein may be extended by mutual Agreement of the parties.

ARTICLE 23

TRAVEL

Section 1.

A. The Employer agrees to schedule travel by the most direct and expedient mode of travel and to schedule travel time so that such time coincides with the employee's regularly scheduled days and hours of work whenever possible. If this requirement cannot be met, the Employer shall record in writing to each traveler concerned the reasons

for ordering travel outside the employees' regularly scheduled hours and days of work. The Employer agrees to notify the employee of scheduled travel as far in advance as possible.

b. Time spent in travel status away from the official duty station is considered as hours of employment when:

(1) that time spent is within the days and hours of regularly scheduled administrative workweek of the employee, including regularly scheduled overtime hours; or

(2) the travel (a) involves the performance of work while traveling, (b), is incident to travel that involves the performance of work while traveling, (c) is carried out under arduous condition, or (d) results from an event which could not be scheduled or controlled administratively.

Section 2. An employee may, upon request, be released from a travel assignment provided his reasons are considered valid by the Employer and another qualified employee is available for the travel assignment. When such requests are made, the Employer and the requesting employee will make every effort to find another available employee whose qualifications for the travel assignment will be determined solely by the Employer.

Section 3.

a. When the Employer schedules pre-travel meetings with groups of employees traveling on TDY assignments, the Union will be notified so that a Union representative may participate in these meetings.

b. The Employer agrees to provide travel orders and advance travel funds to employees prior to the beginning of the lunch period of the regular day shift of the workday immediately preceding an employee's travel. In those situations where a travel advance cannot be provided in the time frame above during the regular day shift hours of the day immediately preceding the required travel, the employee may request and be granted a cash travel advance.

Section 4.

a. Unit employees on travel assignment will exercise the same care in incurring expenses and accomplishing a mission that a prudent person would exercise if traveling on personal business.

b. In fulfilling the responsibility as a travel-approving official, the Employer will process travel claims which are completed, signed, and submitted to the code/office by the claimant. The Employer agrees to make a maximum effort to ensure the processing of properly completed travel claims within 30 calendar days.

c. Travel claims may be disallowed as unreasonable or investigated as fraudulent if the claimant lists expenditures which are questionable as actual expenses. Claims disallowed as unreasonable may be grieved in

accordance with the provisions of Article 21 or submitted to the General Accounting Office as an alternative; claims which are declared fraudulent may be appealed to the General Accounting Office and are not grievable.

d. If an investigatory discussion is held by the Employer with an employee concerning claimed expenses which may be deemed excessive or questionable and the employee reasonably believes disciplinary action may result, he may request and will be afforded Union representation.

Section 5.

a. The Employer will authorize maximum per diem allowances of 100% as are justified under the circumstances affecting the travel in accordance with provisions of the JTR.

b. The Employer shall authorize or approve mileage payment from the employee's residence or from his permanent duty station to his temporary duty station in accordance with applicable rules and regulations.

c. Where the use of a privately-owned vehicle is authorized in connection with temporary duty travel, the reimbursement for such use will be in accordance with rates authorized by applicable regulations.

d. It is agreed that when the use of a rental car is deemed by the Employer to be advantageous to the government, a minimum of one rental car will be provided for four or five employees assigned the same TDY, dependent upon the size of the car available for authorization.

e. Actual expenses for the payment of official excess baggage fees and tips for porters will be paid for the handling of official equipment or material during travel.

Section 6.

a. When travel is necessary and ordered, the convenience and comfort of the employee will be considered to the maximum degree consistent with the requirements of the work assignment and applicable regulations regarding travel and accommodations.

b. It is agreed that when employees on TDY are required to stay in on-base quarters, the quarters will be adequate as defined by appropriate authority at the TDY activity.

Section 7. Non-exempt unit employees required to drive a vehicle at the request of and on behalf of the activity to a given destination while on TDY will be considered to be in a work status and will be compensated for such in accordance with applicable regulations. Driving to and from places to obtain food or lodging is not considered a work-status situation.

Section 8.

a. When a unit employee performs duty travel by air over a direct route, the employee may schedule his/her departure to arrive at the temporary duty station 24 hours prior to the beginning of a work status without interruption of entitlement to per diem.

b. A unit employee is entitled to sixteen (16) hours of rest from the time of arrival at the local airport before reporting to work after temporary duty travel overseas.

c. When the employee is assigned to temporary duty travel, it is agreed and understood that, in order to attempt to accommodate travel during an employee's regularly scheduled work hours, where possible, an employee's work shift may be changed to accommodate such travel.

d. It is understood that such shift change entails no entitlement to overtime compensation or night shift differential.

e. The factors in (a), (b), and (c), above apply only when the permanent and temporary duty station are separated by four or more time zones; at least one of the duty points is outside the Continental United States; and itinerary does not involve any scheduled stopovers or planned delays in excess of eight (8) hours en route. The time zones in which the point of origin and destination are located will not be included in the four time zones separating the points of travel.

Section 9.

a. Normally, an employee on official travel will not be required to travel during unreasonable hours at night if sleeping accommodations, as defined by the Joint Travel Regulations, are not available.

b. An employee will not be expected to use a carrier, the schedule of which requires boarding or leaving between 2400 and 0600 hours, if there are more reasonable earlier or later departures or arrival schedules that will meet mission requirements.

c. It is not unreasonable for an employee to depart from his temporary duty station the morning following completion of a temporary duty assignment to prevent travel during off-duty hours when he is not required to be at his permanent duty station the first thing in the morning.

d. No more than 1 3/4 days of per diem may be paid to when travel is scheduled so that employee may travel during their regular hours of duty and not their own time.

Section 10. Employees in the Unit required to perform authorized overtime services beyond the regularly scheduled workday while on temporary additional duty shall be compensated in accordance with applicable rules and regulations.

ARTICLE 24

SHIPBOARD ACCOMMODATIONS

Section 1. In connection with post repair trials originating in the shipyard, the Employer agrees to make arrangements with ships' officers as early as possible with regard to food service, berthing, and necessary medical attention for the employees assigned. The Employer will attempt to obtain accommodations commensurate with the employees' positions. To the extent confirmation is available of the arrangements made, the Employer will notify the employees concerned. In connection with trips originating away from the shipyard, the Employer will provide the ship with information on the positions of the employees who will arrive. Confirmation of accommodations arranged by the ship, if available, will be provided the employees. Problems encountered by employees will be resolved in accordance with the provisions outlined in Section 2 of this article.

Section 2. Problems involving food, berthing, or medical attention requiring resolution while the employee is assigned aboard ship shall be referred via the employee's chain of command to the senior shipyard officer aboard (or to the senior shipyard civilian, in the event that no shipyard officer is aboard) who will seek resolution of the problem with the ship's executive officer of ship's commanding officer.

ARTICLE 25

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. It is the positive and continuing policy of the Union and the Employer that all qualified persons are assured equal opportunities in employment matters. Discrimination on the basis of race, color, creed, age, sex, religion, national origin, physical or mental handicap is prohibited. The Employer will continue to solicit and welcome constructive contributions from the Union toward the activity's goal of a totally integrated work force.

ARTICLE 26

ADDITIONAL PAY ASSIGNMENTS

Section 1. Unit employees shall be entitled to additional pay in accordance with applicable rules and regulations.

Section 2. When unit employees are assigned to work for which additional pay is authorized, the employee's supervisor will so advise the employee affected, where practical. When such information is not known in advance of the

assignment warranting additional pay, said information will be brought to the attention of the employee as soon as possible.

Section 3.

a. The Employer agrees to pay differentials authorized for irregular or hazardous duty in accordance with applicable rules and regulations and shipyard instructions.

b. When the Employer proposed the establishment of a new pay differential to higher authority, the Employer will advise the Union.

c. It is agreed and understood that when the Union proposes the establishment of a new pay differential, the Employer will respond to the Union in writing as to the Employer's position.

Section 4. The Employer agrees to provide readily available information on pay differentials authorized for irregular or hazardous duty to the Union upon request.

ARTICLE 27

GENERAL PROVISIONS

Section 1.

a. The Employer agrees to distribute copies of this Agreement to all employees, including newly hired employees, and to explain to employees the Union's status as the exclusive representative of the employees in the unit. The Employer agrees to introduce the new employee to the appropriate area steward at the earliest opportunity.

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

Section 2. Consistent with security and legal requirements, the Employer shall, from time to time, as appropriate, inform the Union of matters which may have impact on projected ship workload.

Section 3. The Employer will provide retiring employees with appropriate retirement information upon request. Requests for such information shall be provided on a reasonably timely basis.

Section 4. The Union recognizes the right of the Employer to contract for necessary goods and services according to applicable law and regulation in fulfillment of mission requirements. The Employer agrees to notify the Union in advance when a decision to enter into a contract will adversely affect unit employees.

Section 5. Unit employees may place the Union logo on their hard hats as follows: The logo shall be a stick-on paper emblem which will occupy a space on the back of the hard hat no larger than two inches in diameter.

Section 6. As determined appropriate and necessary by the Employer and in accordance with existing practice, special attire, including coveralls, will be issued for special work situations. It is agreed that employees have a responsibility to dress in an appropriate manner befitting the normal duties of their jobs as well as dressing appropriately when special work situations are known in advance. This provision is not intended to cover the issuance of safety clothing, equipment or devices.

Section 7. The Employer agrees to provide taxi service and other transportation such as bus service and bicycles for the conduct of official business within the confines of the Shipyard when it is efficient and cost effective to do so.

Section 8. In accordance with applicable rules and regulations, unit employees may review their official personnel folder. In response to written inquiries from prospective employers other than the Federal Government, the Industrial Relations Office shall release only the following information from the official personnel folder:

- a. Tenure of employment.
- b. Civil service status.
- c. Length of service in the agency and the Federal Government, and
- d. When an employee is separated, the date and reason for separation as shown on the Notification of Personnel Action, Standard Form 50.

Section 9. During the probationary period, the Employer will observe the employee's conduct, general character traits, and performance, study the employee's potentialities and determine whether the employee is suited for successful shipyard work. The supervisor of an employee serving a probationary period will advise the employee of work performance or conduct which the supervisor considers unsatisfactory. In the case of unsatisfactory work performance, the employee will be advised of the standards of work performance which must be achieved and will be afforded reasonable help in achieving those standards. These advisories may be accomplished through discussion and/or in writing as the supervisor considers necessary. If it becomes apparent, after the supervisor's guidance, that the employee's conduct, general character traits, or capacity do no fit him for satisfactory service, the supervisor will initiate action to separate the employee in sufficient time for the employee to be notified, prior to the expiration of the probationary

period, that he will not be retained. A probationary employee may be terminated at any time his work performance or conduct does not demonstrate his suitability for continued employment.

Section 10. The Employer agrees to provide two reserved parking place for IFPTE, LOCAL No. 1. This space shall be marked as Union reserved and shall be outside the Industrial Area in as close proximity to the Union Office as available parking space permits.

Section 11. The Employer agrees to continue to furnish facilities where food may be purchased so long as the Employer is able to economically provide such service. The Employer and the Union recognize their mutual responsibility to maintain these facilities in a clean and sanitary condition at all times.

Section 12.

a. To the extent required by applicable statutes, including, but not limited to, the Federal Driver's Act 28 U.S.C. 2679, and the Federal Tort Claim Act 28 U.S.C. 2680, the Employer agrees to assume the liability resulting from an employee's operation of a government vehicle on official business or his personal vehicle, if use on official business. It is understood that an employee is individually liable for his own proven wrongdoing or negligent act or omission.

b. An employee involved in an accident while operating a government vehicle on official business or his personal vehicle, if used on official business on a mileage-reimbursed basis, will cooperate with local and state investigating officials. However, he will not make any statements or take other action acknowledging or accepting liability. The employee also will promptly report the accident to his supervisor. Employees are not permitted to negotiate settlements on their own or through an insurance carrier without prior consultation and concurrence from an appropriate U. S. Government representative.

Section 13. The Employer agrees that credit union representatives will be made available to the extent there is no adverse impact on shipyard productivity.

Section 14. The employer agrees that employees in the unit shall be excused from punching the clock.

Section 15. Paychecks may be mailed to an employee's worksite at the employee's request.

Section 16. One Union representative will be given the opportunity to attend performance award ceremonies for unit employees conducted by the Shipyard Commander. One Union representative will also be given the opportunity to be present at one performance award ceremony for unit employees in each department per year conducted by the department head.

ARTICLE 28

DURATION AND CHANGES

Section 1. This Agreement shall remain in effect for a period of three years from the date of its approval and, by mutual agreement of the parties, may be extended from year to year thereafter. On written request of either party, the parties shall meet to begin negotiation of a new Agreement no sooner than 120 not less than 60 days prior to any expiration date of this Agreement.

Section 2. This Agreement is subject to opening only as follows during its duration:

a. Amendments(s) may be required because of changes made in applicable laws or executive orders or government-wide regulations after the effective date of this Agreement. Only new language which will meet the requirements of such laws or executive orders or government-wide regulations will be considered for negotiation.

b. Further, the Agreement may be opened for amendments by the mutual consent of the parties at any time after it has been in force and effect for at least six months.

c. The Employer agrees that before implementing the changes referenced in a and b above, containing negotiable provisions, a draft of the proposed change will be provided the Union for review and comment.

d. The Union will request negotiations within eight work days of its receipt of the proposed change. The parties will meet no later than ten calendar days after the Employer notifies the Union of its receipt of the Union's request. If agreement cannot be reached, the Employer will provide the Union ten calendar days notice of its intent to implement the proposed change. The Employer will implement the proposed change including any changes agreed upon the parties.

ARTICLE 29

INJURY COMPENSATION

Section 1. It shall be the policy of the Employer that any employee who is injured in the performance of his duties shall receive all of the benefits which may be available. In this connection, the Employer will assure that the Employer's obligation under the Federal Employee's Compensation Act is discharged.

Section 2. The Employer agrees that such employees will be provided with the necessary forms to make applications for additional benefits provided by the Office of Worker's Compensation Program under the Federal Employees' Compensation Act. The Employer further agrees to provide assistance to employees in completing such forms and to process such forms without undue delay.

Section 3. An injured employee is entitled to first aid and medical care for an injury; this includes hospital care when needed. The medical care is to be provided by any duly qualified private or government physician or hospital of the employee's choice. When travel is necessary to receive medical care, the injured employee may either be furnished transportation or reimbursed for travel and incidental expenses. Medical care and transportation entitlement decision are solely within the jurisdiction of OWCP and in accordance with applicable laws and regulations.

Section 4. An employee who sustains a disabling job-related traumatic injury is entitled to continuation of regular pay for a period of forty-five calendar days in accordance with applicable laws and regulations.

Section 5. When an employee's temporary or total disability extends beyond the period covered by continuation of pay, the employee shall receive compensation when unable to return to employment because of disability as a result of the injury. The compensation will equal 66-2/3% of the employee's loss of regular wages or it will equal 75% of the loss of regular wages when there is a dependent. The compensation shall be paid so long as there is a total disability. The determination to pay compensation is solely within the jurisdiction of OWCP and in accordance with applicable laws and regulations.

Section 6. When a Union representative has been designated by an employee on Office of Workman's Compensation case, the Employer will make the records of the case available for review to the employee and his representative upon request, at a time mutually convenient, or to the representative alone if he has a written release from the employee.

Section 7. The Employer agrees to insure that the employee receives a CA-1 form, the Federal Employee's Notice of Traumatic Injury Claim for Continuation of Pay/Compensation and is advised of processing requirements.

ARTICLE 30

VOLUNTARY ALLOTMENT OF DUES

The following 1978 Agreement is incorporated into the contract for informational purposes. The 1978 Agreement continues in effect as stated in that Agreement, and as is the current practice.

Section 1. The Employer will deduct Union dues from the pay of all employees, who make a voluntary allotment from their pay for the payment of Union dues, in the unit of exclusive recognition for whom the Union is the exclusive representative.

Section 2. An allotment of pay for the payment of Union dues (the regular, periodic amount required to maintain the member in good standing in the Union) will be deducted by the Employer from an employee's pay on each regularly designated payday of the Employer when the following conditions are met.

(a) The employee is either a member in good standing of the Union or has signed up for membership in the Union subject to the payment of his first month's dues through the voluntary allotment of pay for the payment of Union dues as provided herein.

(b) The employee's pay is regularly sufficient to cover the amount of the allotment of pay.

(c) The employee has voluntarily authorized an allotment of pay for the payment of Union dues on Standard Form 1187. This form is to be supplied by the Union.

(d) The Union through its authorized official has completed and signed Section A of Standard Form 1187 on behalf of the Union. The Union will advise the Employer in writing of the Union official authorized to sign Section A of Standard Form 1187 on the Union's behalf.

(e) The completed Standard Form 1187 will be promptly transmitted to the appropriate official of the Employer by the Union.

Section 3. The Union will be responsible for ensuring that the allotments are voluntary, and for fully informing the allotter of the truly voluntary nature of the program as well as the conditions for revoking the allotment.

Section 4. An allotment of pay for the payment of dues to the Union will begin with the first full pay period which occurs after the receipt of the Standard Form 1187 by the appropriate official of the Employer.

Section 5. The amount of the allotment for the payment of dues to the Union will remain as originally certified on the Standard Form 1187 by the authorized Union official until a change in the amount of the deduction is certified to the Employer by the authorized Union official in accordance with Section 6.

Section 6. Any change in the amount of the employee's regular dues necessitating a resultant change in the amount of the employees' allotment of pay will become effective in the allotment made after the first full pay period after receipt of the notice of change provided to the appropriate official of the Employer by the authorized Union official. A

later effective date may be requested by the Union. The Employer will not accept or effect a change in the amount of an employee's allotment of pay for the payment of dues more frequently than once each 12 months.

Section 7. An employee's allotment of pay for the payment of dues may be revoked by the employee upon the receipt by the Employer of a written request. The Employer will supply Standard Form 1188 for the employee's use in revoking the allotment. The employer will honor a written request for the revocation of an allotment which is not made on Standard Form 1188. The revocation will be effective the first pay period beginning on or after that date which is one year from the dues withholding authorization. Upon the receipt in duplicate of any such properly executed Standard Form 1188 (or individual substitute) by the appropriate official of the Employer, such official shall immediately transmit the duplicate of such form to the Union.

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

- (a) Loss of exclusive recognition by the Union;
- (b) Change of position of the employee to a position not included within the unit of exclusive recognition.
- (c) The separation of the employee from federal service
- (d) The employee transfers to an activity other than Norfolk Naval Shipyard;
- (e) The employee ceases to be a member in good standing of the Union.

(f) This agreement for the allotment of pay for Union dues is terminated, suspended, or ceases to be applicable to the employee.

Section 9. The authorized Union official will notify the appropriate official of the Employer in writing when any member of the Union who has a current allotment of pay for the payment of dues ceases to be a member in good standing of the Union.

Section 10. The Employer will transmit to the authorized Union official within three (3) working days after each payday all the following:

(a) A list in triplicate of the Union membership having an allotment of pay for the payment of dues. The list will identify the Union by name and local number and will list the name, the shop and badge number of each employee thereon. Each list will include the total monetary amount of all allotment deductions for each class of membership, together with the total number of deductions for each class of membership. Any allotments of pay for the payment of dues which are revoked or terminated will be indicated on the list.

(b) A check drawn on the treasury of the United States and payable to the Union in an amount equal to the total of all allotments of pay subject to this Agreement will be provided to the Union with the list of Union membership having an allotment of pay for payment of dues.

Section 11. This Agreement for the voluntary allotment of pay for the payment of dues will become effective when signed by the appropriate officials of the Employer and the Union and will continue in effect as long as the Union continues to hold exclusive recognition with the Employer. This agreement will supercede any previous Agreement on this subject and may be amended or modified by the Employer and the Union upon mutual consent as may be required to reflect changes necessitated by Executive Order, law or regulations of the U. S. Civil Service Commission (now the office of Personnel Management).

Appendix A

EXCLUSIONS FROM GRIEVANCE AND ARBITRATION

1. EEO (discrimination) complaints under 5 USC 7702 reviewable under part 713
2. Pursuant to 5 USC 7121 (c) any grievance concerning
 - a. Any claimed violation relating to prohibited political activities (Hatch Act Violations)
 - b. Retirement, Life Insurance, or Health Insurance
 - c. A suspension or removal under Section 7532 (National Security) of Title 5
 - d. Any examination, certification or appointment
 - e. The classification of any position which does not result in the reduction of grade or pay of employee

GRIEVANCE FORM

(Appendix B. Negotiated Agreement Between IFPTE, Local 1 and Norfolk Naval Shipyard

- 1. Name (Grievant): _____
- 2. Position: _____
- 3. Division: _____
- 4. Immediate Supervisor: _____
- 5. Date of incident leading to this grievance: _____
- 6. Description of incident leading to this grievance: _____

7. Statement of Grievance: _____

8. Contract articles and sections you allege have been violated: _____

9. How have these articles/sections been violated: _____

10. What specific relief are you requesting: _____

11. Union representative (if used): _____

12. Signature _____ Date _____

STEP 1

* *For Use of Supervisor Only* *

*Date Received _____ *

* * _____ *

*Date of Meeting held pursuant to Article 21 Section 6 _____ *

* * _____ *

* * _____ *

*Decision: _____ *

* * _____ *

* * _____ *

* * _____ *

*Name of Supervisor: _____ *

*Signature _____ Date _____ *

13. I am seeking a review of the decision of my immediate

supervisor.

Signature _____ Date _____

Union Representative _____ Date _____

STEP 2

* For Use By Division Head*

*Date received _____ *

*Date of Meeting Pursuant to Article 21, Section 6 _____ *

*Decision _____ *

_____ *

_____ *

*Name _____ *

*Signature _____ Date _____ *

14. I am seeking a review of the decision of the Division Head.

Signature _____ Date _____

Union Representative _____

Date _____

STEP 3

* For Use by Dept. Head Only *

*Date received _____ *

*Date of meeting held pursuant to _____ *

*Decision _____ *

_____ *

_____ *

Name _____ *

*Signature _____ Date _____ *

15. Local 1, IFPTE, requests arbitration of the above grievance.

Name _____ Title _____

Signature _____ Date _____

**GRIEVANCE FORM
(MERIT PROMOTION GRIEVANCES)**

Appendix C. Negotiated Agreement between NNSY and IFPTE, Local 1

1. Name (Grievant): _____
2. Position: _____
3. Division: _____
4. Immediate Supervisor: _____
5. Position applied for: _____
Indrel No.: _____
6. Closing date: _____
7. Statement of grievance: _____

8. Name of personnel specialist contacted informally: _____

9. Date of informal contact: _____
10. What special relief are you requesting: _____

11. Signature _____ Date _____
Union Representative _____ Date _____

*For use by Code 170 ONLY *

*Date received _____ *

*Decision: _____ *

_____*

Deciding Official _____
Signature _____ Date _____

12. I am seeking a review of the decision of Code 170.

Signature _____ Date _____
Union Representative _____ Date _____

For Use by Code 150 Only
Date received _____
Date of meeting (if held) _____
Decision _____

Name _____
Signature _____ Date _____