



## AGREEMENT

Between The

International Federation of Professional and  
Technical Engineers (IFPTE)

And

Submarine Maintenance Engineering,  
Planning and Procurement (SUBMEPP)  
Activity

**2019-2024**

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## **PREAMBLE**

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Pursuant to the policy set forth in Title VII of Public Law 95-454, the following constitutes an AGREEMENT by and between Submarine Maintenance Engineering, Planning and Procurement Activity hereinafter referred to as the "Employer" and Local 4, International Federation of Professional and Technical Engineers hereinafter referred to as the "Union".

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## ARTICLE 1

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### UNIT DESIGNATION

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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; and the Union recognizes the responsibilities of representing the interests of all such employees without discrimination and without regard to labor organization 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 employees in SUBMEPP but excluding supervisors, managerial and confidential employees IAW the statute 5 USC 7112.

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## ARTICLE 2

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### RIGHTS OF EMPLOYER

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Section 1. In accordance with the Statute 5USC 7112 nothing in this AGREEMENT shall affect the authority of the Employer:

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

b. in accordance with applicable laws--

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

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

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

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

(b) any other appropriate source; and

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

Section 2. Whenever language in this agreement refers to duties of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. The Employer retains the discretion to determine who will perform the work.

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## ARTICLE 3

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### RIGHTS OF EMPLOYEES

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Section 1. It is agreed that employees in the unit shall have the right to join or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under the Statute, such rights include the right:

a. To act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and

b. To engage in collective bargaining with respect to conditions of employment in a manner consistent with provisions of the Statute.

Section 2. The parties agree that the rights described in Section 1 above do not extend to participating in the management of the Union or acting as a representative of the Union by an employee, if such activity could result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

Section 3. Any employee covered by the terms of this AGREEMENT shall, while on detail or temporary assignment to another activity, conform to the rules and regulations in effect at the activity to which temporarily assigned. The employee shall, however, retain the rights and benefits provided under this AGREEMENT such as eligibility for merit promotion, within-grade increases, awards, grievance rights and dues deduction unless the position the employee is detailed or temporarily assigned to is outside the bargaining unit.

Section 4. As part of the orientation process, employees new to the unit will be introduced to the appropriate Union steward, or a Union officer in the absence of a steward, by Code 1852. The Union steward or officer will provide information to the new employee(s) regarding the Union's exclusive status and present the person(s) with a copy of the AGREEMENT.



Section 5. To the extent that such matters are within the control of the parties, the Employer and the Union agree that all employees in the unit will be treated fairly and equitably in the application and/or interpretation of the Statute, rules and regulations.

Section 6. It is agreed that official time will be allowed to attend monthly membership meetings and meetings to discuss personnel policies and practices and other matters affecting working conditions at SUBMEPP not to exceed one half hour per meeting. Employees shall request the permission of their immediate supervisor to leave the job and/or work location. Permission will be granted promptly and shall not be unreasonably denied unless such absence would cause an undue interruption of work. Request for permission to leave the job and/or work location shall include a description of the nature of the business to be transacted. If he/she cannot be spared at the requested time, the supervisor shall inform the steward, chief steward or officer of the reasons why he/she cannot be spared, and of the time he/she can be granted permission to leave the job and/or work location. Employees shall be in a pay status without charge to annual leave for these meetings. It is understood that such meetings will not include the discussion of internal union business (matters such as solicitation of membership, elections of labor organization officials, and the collection of dues) such topics must be discussed during the time when bargaining unit employees are not in a duty status.

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## ARTICLE 4

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### UNION REPRESENTATION

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Section 1. In order that the Union may properly represent the employees in the unit, the Employer agrees to recognize duly elected officers, duly appointed stewards and chief stewards and National Officers of IFPTE. The officers, stewards and chief stewards who are members of the unit will be permitted to function in accordance with the provisions of this AGREEMENT. All others are subject to the provisions of Section 6 of this article.

Section 2. The Union shall supply the Employer in writing, and shall maintain with the Employer, on a current basis, a complete list of all authorized stewards, chief stewards, duly elected Union officers and individuals who are appointed to positions.

Section 3. A reasonable amount of time off (official time) during working hours within the time limits specified in Section 4 below will be authorized without loss of pay or benefits of any kind to permit Union officers, chief stewards, and stewards to properly and expeditiously administer this AGREEMENT by carrying out the appropriate duties as specified hereunder:

- a. To perform representational functions which are authorized pursuant to, and consistent with, applicable statutes, regulations, executive orders, and provisions of this AGREEMENT, e.g. (but not limited to) discrimination complaints and appeals from adverse actions.
- b. Time to discuss complaints or potential grievances with the employee(s) concerned.
- c. When acting as the officially designated representative of a grievant, the time required to investigate grievances being processed under the negotiated grievance procedure.
- d. To discuss complaints or potential grievances with management personnel concerned.
- e. To present a grievance to management, including presentation of a grievance to a third party.

f. To attend, as the Union representative, formal discussions between management and employees concerning grievances when the aggrieved employee does not have the Union represent him/her.

g. To attend meetings with management.

Section 4. Time will be allowed for each officer, steward and chief steward to perform the above representational functions as follows:

a. A reasonable amount of official time will be authorized to perform the functions listed in Section 3 above. Such time shall be charged appropriately.

b. The use of time will be consistent with both the rights of the employee to be represented and the efficient operation of SUBMEPP. The Union agrees to guard against the use of excessive time for such activities; that its representatives will conduct their business with dispatch and will use only the amount of official time which is necessary in light of the business to be transacted; and will assure that all Union officers and stewards engage only in those activities on official time which are authorized by the AGREEMENT and the Statute, as amended.

c. The Employer agrees to grant the Union officers and representatives official time for training on labor relations matters determined to be of mutual benefit to the Employer and the Union. The use of official time for this purpose will be considered on a case-by-case basis, but in no case shall an individual be granted more than twenty four (24) hours within a calendar year. The Union will bear the responsibility for showing how the training will have the required benefit to the Employer. A detailed agenda with information on the material to be covered in the training session will be required in support of any request of this nature. The Employer will determine whether the training is of mutual benefit and whether the employee can be spared from his/her official work assignments.

d. Official time is not authorized for activities such as meetings with National representatives unrelated to employee representational activities; preparation of unfair labor practice charges or the Union's case on ULP charges; Union conventions and press conferences and

similar Union activities. Official time for preparation of employees' appeals or preparation for midterm negotiations meetings will be allowed as authorized in Section 4.b. above.

Section 5. The Union agrees that prior to performing appropriate business described in Section 3 above, stewards, chief stewards and officers shall request and receive the permission of their immediate supervisor (in the absence of their immediate supervisor another individual in their supervisory chain) to leave the job and/or work location. Permission will be granted promptly and shall not be unreasonably denied unless such absence would cause an undue interruption of work. Request for permission to leave the job (or stop work on SUBMEPP mission) and/or work location shall include a description of the nature of the business to be transacted, e.g. grievance, formal discussion/investigative meeting, negotiation at the table, negotiations preparation time, ULP proceedings, training, Union/Mgmt briefings, etc. and the approximate duration of the absence. If he/she cannot be spared at the requested time, the supervisor shall inform the steward, chief steward or officer of the reasons why he/she cannot be spared, and of the time he/she can be granted permission to leave the job and/or work location. Contacts between employees and stewards, chief stewards and/or officers will normally take place within the immediate vicinity of the employee's work area. Before entering the work area to perform the activities listed in Section 3 above, the stewards, chief steward, or officer will in advance of entry contact the immediate supervisor of the employee to be visited, request permission to visit the employee; and explain the purpose of the visit. Upon completion of the business for which he/she was excused, the officer, chief steward, or steward shall report directly back to his/her supervisor. The actual duration will be recorded in SUBMEPP's time keeping system.

Section 6. The Employer agrees that officers of the Union, national officers of IFPTE, and other duly designated representatives of the Union who are not employees of SUBMEPP shall be admitted to SUBMEPP, upon Union request to the Employer (Code 1850), in accordance with SUBMEPP Security Regulations.

Section 7. The Employer agrees that officers, chief stewards, and stewards of the Union except in emergencies or for short periods on unusually high priority work will normally only be required to rotate

work shifts and change work areas where the normal duties of the position require work rotation. The phrase "work rotation" as used in this section means taking turns with one or more other employees in a planned schedule of working assignments which results in periodic change to the employee's basic shift or work week. In the event such a change to the work shift or work areas of an officer, chief steward or steward is necessary, the Employer agrees to notify the Union normally in advance.

Section 8. The Employer agrees that if they can be spared from their work assignments, stewards, chief stewards and officers shall be granted a reasonable amount of annual leave or leave without pay upon request to their immediate supervisors, for the purpose of carrying out Union activities for which official time is not allowable, but which may be performed during normal working hours.

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## ARTICLE 5

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### PROVISIONS OF LAWS AND REGULATIONS

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Section 1. It is agreed and understood that in the administration of all matters covered by this AGREEMENT, and any supplemental thereto, the Employer and the Union are governed by existing or future laws and regulations of appropriate authorities, such as Presidential Executive Orders, Comptroller General decisions, Office of Management and Budget issuances, Office of Personnel Management policies, Department of Defense (DOD) policies, Department of the Navy (DON) policies and by published SUBMEPP and applicable Shipyard policies and regulations in existence at the time this AGREEMENT is approved.

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## ARTICLE 6

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### APPROPRIATE MATTERS FOR BARGAINING

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Section 1. Matters appropriate for bargaining between the parties are conditions of employment affecting unit employees. For the purposes of this AGREEMENT, the terms "collective bargaining" and "conditions of employment" are defined by the Statute.

Section 2. When the Employer decides to change a SUBMEPP directive which contains negotiable provisions, the Employer will provide a copy of the proposed directive to the Union for negotiations if they desire. After review, and within the time specified by the forwarding letter, the Union will advise SUBMEPP in writing of its intention to negotiate on the matter. If the Union fails to make a written request to bargain prior to the intended implementation date, the change will be effected by the Employer. Requests for extensions of time limits will not be unreasonably withheld.

Section 3. It is agreed and understood that any informal agreement made between supervisors and individual unit employees which is contrary to the provisions of this AGREEMENT and which has not been approved by the Employer and the Union, shall not be binding or precedent-setting.

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## ARTICLE 7

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### NEGOTIATED GRIEVANCE PROCEDURE

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Section 1. This Article provides the exclusive procedure for the settlement of employee, Employer and Union grievances. A grievance means any complaint:

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of the employee;
- c. By the employee, the Union or the Employer concerning:

(1) the effect or interpretation or a claim of breach of this AGREEMENT;

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

Section 2. Only the following types of actions are specifically excluded from the provisions of Articles 7 and 9. Matters thus excluded may be subject to administrative and/or statutory appeals and should be addressed to the appropriate authority for resolution as provided for in Federal Personnel, SUBMEPP and applicable , Code of Federal Regulations and Title 5 of the United States Code:

- a. Any claimed violation of Subchapter III of Chapter 73 of Title 5 of the United States Code (relating to political activities);
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal under Section 7532 of Title 5 of the United States Code;
- d. Any examination, certification, or appointment;
- e. The classification of any position which does not result in the reduction in grade or pay of an employee;



- f. Termination of a temporary employee;
- g. Oral admonishment or reprimand, letters of caution and letters of requirement;
- h. Substance of performance elements and standards;
- i. An allegation or complaint of discrimination reviewable under Part 713 of OPM regulations;
- j. Separation of probationers;
- k. Reduction-in-force;
- l. The filling of non-unit positions.

Section 3. Grievances concerning removals, reductions in grade or pay, suspensions of fourteen (14) calendar days or more, or furloughs of thirty (30) days or less will be processed under Section 4. Grievances concerning letters of reprimand and suspensions of fourteen (14) days or less, will begin with Step 2 of Section 6.

Section 4. The Employer and the Union agree that at the option of the employee, he/she may elect to appeal a removal, reduction in grade or pay, suspension of more than fourteen (14) calendar days or furlough of thirty (30) days or less either to the Merit Systems Protection Board or, may grieve the action through the negotiated grievance procedure, but not both. Should an employee elect to grieve the adverse action through the negotiated grievance procedure, the grievance shall be processed as follows:

Step 1. The grievant must present the grievance on a grievance form (Appendix (1)) to the Commanding Officer or designated representative, SUBMEPP within fifteen (15) workdays of the effective date of the action. The Commanding Officer, or designated representative, will hold a discussion with the grievant and his/her representative within fifteen (15) workdays of receipt of the grievance. The Commanding Officer, will render a decision within fifteen (15) workdays of the date of the discussion.

Step 2. If the decision in Step 1 is unfavorable to the grievant, the matter may be referred to arbitration in accordance with Article 9.

Section 5. Any grievance except as provided for in Section 4 shall be taken up by the employee or the Union within ten (10) workdays after the incident out of which the grievance arose, or within ten (10) workdays after the date the employee or the Union become aware of the incident. Grievances concerning alleged misassignments of a continuing nature beyond thirty (30) calendar days may be submitted at any time during the assignment, but in no case later than ten (10) workdays after termination of the alleged misassignment. However, personal relief granted in the form of pay under the provisions of this AGREEMENT shall not be retroactive beyond the date on which the employee initiates a Step 2, Section 6 grievance on the alleged misassignment.

Section 6. The following procedure shall constitute the formal steps of the grievance procedure. Except as provided in Section 8 below, employees using this procedure and the arbitration procedure, Article 9, will be represented by the following: a steward, chief steward, or an officer of the Union.

Step 1. A grievance shall be taken up by the employee and one representative with his/her supervisor within the time limits specified in Section 5 above. The grievance may be presented either orally or in writing. If resolution of the grievance is not within the authority of the immediate supervisor, the immediate supervisor shall so inform the grievant and refer him/her to the official having such authority. The immediate supervisor or other official shall give his/her decision orally or in writing to the grievant no later than ten (10) workdays following the discussion. If the appropriate official having such authority is a Department Head, the grievance will automatically proceed to the next step of the grievance procedure, if the employee desires.

Step 2. If the decision received in Step 1 is not satisfactory, the parties may attempt to resolve the complaint through the use of the Alternative Dispute Resolution (ADR) process. Within ten (10) workdays both parties must decide that ADR will or will not be used and will document it on Appendix 2. If the complaint is not resolved, the employee may within ten (10) workdays after mutual agreement of the parties that resolution cannot be reached, through ADR, reduce his/her grievance to writing on a grievance form (Appendix (2)) and forward it

to the appropriate Department Head or to the 1850 Department Head if there is no Department Head. The grievance must contain the specific nature of the grievance, the specific provision of the AGREEMENT, policy, or regulation alleged to have been violated, the corrective action desired, and any pertinent additional information. The corrective action desired must be directly personal to the grievant. The grievance must be signed by the employee and his/her Union representative. The Department Head or the 1850 Department Head, shall review the grievance and obtain further information as considered necessary. Within ten (10) workdays of receipt of the grievance, the Department Head or the 1850 Department Head will meet informally with the aggrieved employee and his/her representative(s) (up to two (2) - one (1) of which may be a Union official who is not an employee of SUBMEPP) to discuss the grievance. The Department Head or the 1850 Department Head shall give his/her decision in writing to the aggrieved employee no later than ten (10) workdays following this meeting(s).

### Step 3.

a. If the aggrieved employee and the Union are not satisfied with the decision at Step 2, the Union may request that the unresolved grievance, if an arbitrable matter, be submitted to impartial arbitration in accordance with the provisions of the Arbitration Procedure, Article 9. If a request for arbitration is not submitted within ten (10) workdays of receipt of the Step 2 decision, the Step 2 decision will be final.

b. In lieu of selecting the Arbitration Procedure, the employee may, with the consent of the Union within ten (10) workdays after receipt of the Step 2 decision, request the Commanding Officer in writing to make a decision on the grievance based on previous and current supportive information. The Commanding Officer shall review the grievance and obtain further information as considered necessary. The Commanding Officer shall give his/her decision in writing to the employee no later than ten (10) workdays after receipt of the grievance. For those matters referred to the Commanding Officer for decision, this shall be the final step of the Grievance Procedure and the decision of the Commanding Officer shall be binding.

Section 7. If subsequent to the filing of a written grievance under the provisions of this Article, it is decided that the stated relief desired will be granted, the Employer will so notify the grievant(s) in writing,

with a copy to the grievant's representative, if any. No discussion will be held and the grievance will be terminated.

Section 8. Employees of the unit may present their own grievances without the intervention of the Union so long as the adjustment is not inconsistent with the Agreement, except that an employee may not personally invoke arbitration. The Union will have the opportunity to be present at any formal discussions, including the adjustment, concerning the grievance. If the adjustment, in the judgment of the Union, is inconsistent with the Agreement, the Union shall have the right to challenge such adjustment through appropriate procedures.

Section 9. Should the Union desire to resolve some matter through the grievance procedure concerning the interpretation or application of this AGREEMENT, such as but not limited to the current or prospective interpretation or application of this AGREEMENT or an alleged violation of the AGREEMENT by the Employer, then the matter will be processed as follows. The Union will advise the Executive Director, or his/her designated representative, in writing of the matter the Union wishes to resolve. If the matter involves an alleged violation of the AGREEMENT by the Employer, such notification shall be made within ten (10) workdays after the date of the incident out of which the dispute arose, or within ten (10) workdays after the date the Union became aware of the incident. The Union, the Executive Director, or his/her designated representative, and the appropriate management officials will meet within ten (10) workdays to discuss the matter and attempt to seek a satisfactory resolution. If a satisfactory resolution of the matter is reached through this informal procedure, this resolution will be reduced to writing and signed by the parties. If a satisfactory resolution of this matter is not reached, the Union will put its position in writing and forward it to the Executive Director within ten (10) workdays from the conclusion of the above discussion. The Executive Director will submit his/her decision in writing to the Union within ten (10) workdays of the date of the Union's letter. If the matter is still not resolved, then the Union may refer this matter to arbitration in accordance with the provisions of Article 9. If the Executive Director does not respond to the Union's position letter within the ten (10) workday time limit specified above, the Union may invoke arbitration in accordance with the provisions of Article 9.

Section 10. Should the Employer desire to resolve some matter through the grievance procedure concerning the interpretation or application of this AGREEMENT, such as but not limited to the current or prospective interpretation or application of this AGREEMENT or an alleged violation of the AGREEMENT by the Union, then the matter will be processed as follows. NAVSEA 10H3 will advise the Union in writing of the matter the Employer wishes to resolve. If the matter involves an alleged violation of the AGREEMENT by the Union, such notification shall be made within ten (10) workdays after the date of the incident out of which the dispute arose, or within ten (10) workdays after the date the Employer became aware of the incident. The Union, NAVSEA 10H3, and the appropriate management officials will meet within ten (10) workdays to discuss the matter and attempt to seek a satisfactory resolution. If a satisfactory resolution of the matter is reached through this informal procedure, this resolution will be reduced to writing and signed by the parties. If a satisfactory resolution of this matter is not reached, the Employer will put its position in writing and forward it to the Union within ten (10) workdays from the conclusion of the above discussion. The Union will submit its decision in writing to NAVSEA 10H3 within ten (10) workdays of the date of the Employer's letter. If the matter is still not resolved, then the Employer may refer this matter to arbitration in accordance with the provisions of Article 9. If the Union does not respond to the Employer's position letter within the ten (10) workday time limit specified above, the Employer may invoke arbitration in accordance with the provisions of Article 9.

Section 11. Except in the case of disciplinary actions, the Union and the Employer agree that in the case of a grievance involving a group of employees, the Union will select one (1) employee's grievance for processing and the decision thereon shall be binding on the other grievants.

Section 12. The Employer shall, upon written request, of the grievant or his/her designated representative, permit inspection of pertinent payroll and other records as permissible without violating laws, rules or Government policy for the purpose of substantiating the claim of the parties, in advance of Step 2 of the grievance procedure.

Section 13. All time limits provided for herein may be extended by mutual agreement for valid reasons provided that a request for

extension is presented prior to the end of the prescribed time limit. Failure of a grievant to proceed with a grievance within any of the time limits specified in this Article shall render the grievance void or settled on the basis of the last rendered decision, unless an extension has been agreed upon. Failure of the Employer to render a decision within any of the time limits specified in this Article shall entitle the grievant and/or the Union to process the grievance to the next step of the grievance procedure, unless an extension has been agreed upon.

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## ARTICLE 8

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### ADVERSE ACTIONS

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Section 1. This Article applies to removals, suspensions for more than fourteen (14) calendar days, reductions in grade, reductions in pay and furloughs for thirty (30) calendar days or less taken by the Employer against other than probationary employees in the unit. Such actions shall be taken in accordance with applicable law, rule or regulation only for such cause as will promote the efficiency of the service and administered in accordance with SUBMEPP 12751.1 (latest revision).

Section 2. An employee against whom adverse action is sought is normally entitled to at least thirty (30) full calendar days advance written notice stating any and all reasons, specifically and in detail, for the proposed action, except as provided in applicable law, rules and regulations. The notice shall also inform the employee where the material on which the notice is based may be reviewed by him/her or his/her representative. The employee and his/her representative will be allowed a reasonable amount of official time, if otherwise in a duty status, to review the material relied upon to support the reasons in the advance notice, to secure affidavits and to prepare a written reply.

Section 3. The employee is entitled to answer the notice of proposed adverse action either personally or in writing, or both personally and in writing. If the employee desires to make a personal reply, he/she and his/her representative, if otherwise in a duty status, will be allowed a reasonable amount of official time for this purpose.

Section 4. The Employer shall issue a written notice of decision to the employee noting which of the reasons in the notice of proposed adverse action have been sustained and which have not been sustained. The notice will advise the employee of his/her appeal rights, the time limit for submitting such an appeal, a copy of the Merit Systems Protection Board's (MSPB) rules and regulations and a copy of the appeal form.

Section 5. Full time career or career conditional competitive service employees may challenge adverse actions described in Section 1 above

through Articles 7 and 9 or may appeal such action to the MSPB, but not both. Probationary employees may appeal to the Merit Systems Protection Board, if provided for by Board regulations.

Section 6. Employees against whom adverse action is being contemplated shall have the same rights to representation as are provided for in Article 10.

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## ARTICLE 9

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### ARBITRATION PROCEDURE

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Section 1. In the event the Employer and the Union fail to satisfactorily resolve any grievance under Article 7 of this AGREEMENT, then such grievance, upon written request of the party desiring arbitration, shall be referred to arbitration.

Section 2. The parties agree that the issue(s) to be arbitrated shall be no broader in scope than the issue(s) presented during the grievance procedure, except that the parties would not be precluded from introducing background material. The arbitrator shall not change, modify, alter, delete or add to the provisions of this AGREEMENT as such right is the prerogative of the contracting parties only.

Section 3. Questions that cannot be resolved by the Employer and the Union as to whether or not a grievance is subject to arbitration under this AGREEMENT shall be referred to an arbitrator for decision. The arbitrator will rule on the arbitrability dispute prior to rendering a decision on the merits of the grievance.

Section 4. If it is the Union that desires arbitration, then the written notice invoking arbitration must be submitted to the Executive Director within fifteen (15) workdays from receipt of the decision in Step 2 of Section 6 of Article 7, Section 9 of Article 7 or Step 1 of Section 4 of Article 7. If it is the Employer that desires arbitration, then written notice invoking arbitration must be submitted to the Union within fifteen (15) workdays from receipt of the Union's position in accordance with Section 10 of Article 7.

Section 5. Within fifteen (15) workdays from the date of receipt of the arbitration request from the Union or within fifteen (15) workdays from the date of forwarding the arbitration request to the Union by the Employer, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) arbitrators, except in those matters described in Section 6 below. The parties shall meet within ten (10) workdays after receipt of such list to select the arbitrator. If the parties cannot mutually agree upon one (1) of the listed arbitrators, then the Union and the Employer will each strike one (1) arbitrator's name from the list of seven (7) and shall then repeat this

procedure twice more. The remaining name shall be the duly selected arbitrator.

Section 6. In the case of arbitrations of matters involving areas, plans, materials, etc. classified at the direction of higher authority, the parties will select from a special board of arbitrators. The special board shall be composed of six arbitrators, three of whom will be nominated by the Union and three nominated by the Employer, who shall be American citizens, approved by FMCS and will be given the necessary security clearance. In the event that one of the arbitrators on this list cannot serve on the special board for reasons outside the control of the parties, the party who nominated the arbitrator will submit the name of a replacement. When it appears that a grievance involves a classified matter, the party making the determination will advise the other party. The parties will meet within five (5) workdays to determine whether the case can proceed in accordance with Section 5 above or whether this section shall be invoked. If such an arbitration is required and the parties cannot mutually agree upon which arbitrator to select, all six names will be placed in a container and one slip will be drawn by a disinterested person. The name drawn shall be the duly selected arbitrator.

Section 7. The cost of the arbitration shall be borne equally by the Employer and the Union. In all arbitrations, the cost shall include obtaining the list of arbitrators from FMCS, the arbitrator's fees, including necessary per diem and travel expenses as allowed by existing regulations. A transcript may be made in arbitration hearings if requested by the arbitrator or if either contracting party considers such a service desirable or necessary in connection with the arbitration proceeding. The cost of the transcript will be shared equally by the parties.

Section 8. Arbitration hearings shall normally be held at SUBMEPP during the regular day shift hours of the basic workweek. The Union representative(s) (no more than three (3), of whom no more than two (2) will be SUBMEPP employees), employee appellants, and employee witnesses who have knowledge of the circumstances and factors bearing on the case, shall be in a pay status without charge to annual leave while participating in the arbitration proceedings, except that under no circumstances shall the aggrieved employee, his/her representative(s) or witnesses be paid overtime by reason of participating in arbitration

unless such individual is already in an overtime pay status. Witnesses at arbitration hearings will normally give testimony under oath or by affirmation.

Section 9. The arbitrator will be requested by the parties to render his/her decision as quickly as possible but in any event no later than thirty (30) calendar days after the conclusion of the hearing unless the parties otherwise agree. The arbitrator's award will be binding, except that either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

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## ARTICLE 10

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### DISCIPLINARY ACTIONS

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Section 1. Disciplinary actions, defined as a letter of reprimand and a suspension of fourteen (14) calendar days or less for the purposes of this AGREEMENT, shall be taken for just cause. Such actions shall be initiated and effected in accordance with the provisions of this AGREEMENT and applicable rules, regulations and SUBMEPPINST 12751.1 (latest revision).

Section 2. Prior to initiating disciplinary action, a preaction investigation will be made to determine the facts in the case. Part of this preliminary investigation may include a discussion with the affected employee. If disciplinary action is being contemplated, the employee will be offered the right to Union representation.

Section 3. A copy of written disciplinary action (or proposed action) taken against an employee in the unit will be provided to the Union if requested by the affected employee at the time of issuance.

Section 4. When an employee has been issued a notice of proposed suspension for fourteen (14) calendar days or less, he/she will be given the opportunity upon request to make a personal reply to the management official, or designated representative, who will make the decision on the action. Such personal reply must be made in the normal ten (10) calendar day reply period.

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## ARTICLE 11

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### PAY ADMINISTRATION

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Section 1. Premium pay (night pay, overtime and Sunday pay) and hazard pay differentials shall be computed and paid in accordance with applicable laws and regulations.

Section 2. The Employer agrees to notify the Union in accordance with Article 6 of the AGREEMENT when additions or deletions are made to SUBMEPP directives which change local situations for which irregular or intermittent hazardous duty differentials or premium pay is authorized.

Section 3. While working long periods of overtime, employees who are exempt under the Fair Labor Standards Act and have exceeded the bi-weekly pay limitations (Level V of the executive pay scale) normally should not be expected to continue to work additional overtime hours if the employee can be replaced by another employee who is qualified and available, except when the employee's services are required.

Section 4. When an employee is entitled to a within-grade increase and a promotion at the same time, the changes will be effected in the order that will give the employee the maximum benefit.

Section 5. The employee agrees that all unit employees in career ladder positions will be promoted on the first pay period after the employee has met the time and qualification requirements for such a promotion, provided the Employer has certified that the employee is capable of satisfactorily performing at the next higher level.

Section 6. The Employer will request a "special pay rate" if all criteria required by regulation have been met for "hard-to-fill" positions. The Union may propose that a particular occupational series in the unit be considered for a "special pay rate" by submitting proper justification in writing. The Employer will take appropriate action.

Section 7. The Employer agrees that pay of employees in the unit will be set in a fair, equitable and consistent manner, in accordance with rules and regulations, and the provisions of this AGREEMENT. When the

Employer contemplates a change to the current pay setting policy, the provisions of Article 6 will apply.

Section 8. When an employee is demoted at his/her own request with the prospect of repromotion back to the former grade, as soon as possible under merit promotion rules, a rate of pay in the lower grade will be selected which upon promotion back will place the employee in the rate in the higher grade which he/she would have attained had he/she remained in that grade.

Section 9. In cases of voluntary demotion for other than cause the Code 1850 recommendation to set the pay at the lower grade will be adopted by the HRSC pay setting official if consistent with law and regulation, and in the interests of the Government.

Section 10. When an employee contemplates a change to lower grade to a position for which an authorized vacancy exists, the Employer will, upon request, inform the employee and the Union whether the position is "hard-to-fill", as defined by regulation.

Section 11. Prior to accepting a change to lower grade, the Employer will make available to the employee for review a copy of the current Pay Setting Instruction. An employee may have Union representation if desired.

Section 12. When an employee is physically disabled for service in his/her current position, every effort will be made to place the employee in a position for which qualified and physically able to perform at the same grade and pay or, if practicable, to waive qualification standards to allow entry into a closely related occupation which physically able to perform at the same grade and pay.

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## ARTICLE 12

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### HOURS OF WORK

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#### Section 1.

- a. The scheduled hours of work for unit employees shall be administered in accordance with SUBMEPPINST 12620.1 (latest revision).
- b. The Telework Program shall be administered in accordance with SUBMEPPINST 12620.2 (latest revision). The Telework Program is available to all employees.

Section 2. It is recognized that some employees may be assigned other shifts or workweeks, as necessary, for the efficient conduct of SUBMEPP work assignments. However, with the exception of the conditions set forth in 5 C.F.R 610.121, any contemplated change in the above schedule shall be in accordance with applicable rules and regulations and the Union will be consulted before such changes are implemented.

Section 3. If an employee is required to work through his/her regularly scheduled lunch period, when possible the employee shall be permitted to eat lunch on an alternate lunch period. If an alternate lunch period cannot be scheduled beginning less than one (1) hour before or less than two (2) hours later than the employee's regularly scheduled lunch period, the employee shall be permitted to eat lunch at the job site in a pay status, provided food is allowable in the work area and would not interrupt work in progress and the employee is engaged in substantial official duties. Nothing in this section will prevent an employee from being granted a thirty (30) minute nonpaid lunch period outside the aforementioned time limits if requested and the employee's services can be spared. If the employee is not given an alternate lunch period, he/she shall be compensated in accordance with applicable regulations for overtime worked, i.e., compensatory time off or overtime pay.

Section 4. In rare circumstances an employee may skip lunch to reduce time at work (e.g. for medical reasons, important personal appointment) if approved by his/her supervisor.

Section 5. In cases where an employee is suspected of abusing their work schedule, the employee's supervisor or other appropriate official will advise the employee of this fact and of the reason therefore. The employee will also be advised that if he/she continues to report for work tardy and/or leave early, he/she may be required to report in and out with his/her immediate supervisor or alternate supervisor at the beginning and end of the work shift and when leave is used during the work shift. Subsequent to such discussion, the employee may consult with his/her Union steward and discuss the matter further with the Employer with the Union steward present. If this does not bring about improvement, the employee will be advised in writing of the requirement to report in and out to his/her immediate supervisor or an alternate supervisor for a period of two (2) months and reasons therefore. If this does not eliminate the problem, the employee may be required to sign in and out with their supervisor on a continuing basis. The abusing employee's requirement to sign in and out will be reviewed every six (6) months. However, the requirement to sign in and out through the immediate supervisor or an alternate supervisor will not preclude the right of management to take disciplinary action in accordance with the provisions of Article 10.

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## ARTICLE 13

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### **OVERTIME/COMPENSATORY TIME/STANDBY DUTY**

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Section 1. Overtime assignments shall be distributed fairly and equitably among qualified employees in accordance with their skills and familiarity with the work.

Section 2. Overtime entitlement and compensation for employees in the unit shall be in accordance with applicable laws, rules and regulations. When an employee is required to return to the place of employment on an overtime basis outside and unconnected with his/her scheduled hours of work, the employee shall receive at least 2 hours compensation. This 2 hour minimum overtime pay does not apply if the work was performed as an uninterrupted extension of the employee's regularly scheduled hours of work.

Section 3. During overtime assignments which extend three (3) or more hours beyond the normal eight hour shift, the Employer will allow employees to have a lunch period on their own time, when work operations permit.

Section 4. An employee who has been on approved leave shall not be precluded from overtime work.

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

Section 6. The Employer agrees to give as much advance notice as practicable when an employee is designated to work overtime. An employee will, upon request, be released from an overtime assignment provided the Employer determines that his/her reasons are valid and another qualified employee, familiar with the work, is available and willing to perform the work. The merits of the Employer's determination will be subject to the provisions of Articles 7 and 9.

Section 7. Any employee having a question regarding overtime entitlement/compensation may bring the matter to the attention of the Union or Employer. Upon request and to the extent permitted by law and regulation the Employer will provide the Union with pertinent

overtime information to aid in resolving a claim of inequitable distribution of overtime made by specific employees.

Section 8. Non-exempt employees may elect to work compensatory time in lieu of overtime, in accordance with SUBMEPPINST 5330.1 (latest revision).

Section 9. When the use of compensatory time in lieu of overtime is an option of the Employer (graded employees whose basic rate of pay exceeds the maximum rate of GS-10 and the employee is exempt from the FLSA), overtime will be used only upon specific determination by the Employer in accordance with SUBMEPPINST 5330.1 (latest revision).

Section 10. If an employee is required to be held over for unforeseen official business, the Employer will permit the employee to notify his/her home.

Section 11. Except for those exemptions in effect at the time of execution of this AGREEMENT, it is the Employer's policy that employees of the unit shall not be directed to "standby" their telephones in their homes in anticipation of emergency work in SUBMEPP. This does not preclude the Employer from requiring an employee to leave word where he/she may be reached for possible call back duty. Failure to reach the employee will not adversely reflect upon the employee. If the Employer contemplates a change in this policy during the life of this AGREEMENT, the provisions of Article 6 will apply.

NOTE: Approved with the understanding that it does not preclude standby assignments where required by the Employer and compensated in conformity with the law.

Section 12. To the extent that overtime work is available and work schedule modifications will not interfere with the efficient accomplishment of the SUBMEPP mission, an employee may elect to work compensatory time for the purpose of taking time off without charge to leave when personal religious beliefs require abstention from work for religious observances which fall within the regularly scheduled workday or work week. The provisions of SUBMEPPINST 5330.1 (latest revision) shall apply.

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## ARTICLE 14

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### HOLIDAYS

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Section 1. All employees shall be entitled to holiday benefits, consistent with regulations applicable to Federal holidays prescribed by law or designated by Executive Order.

Section 2. Holidays shall be observed as non-work days to the extent practicable consistent with workload and manpower requirements determined by the Employer.

Section 3. When it becomes necessary to work a particular job on a holiday, supervisors will give as much advanced notice as practicable to those employees who will be required to work.

Section 4. Holiday assignments will be distributed fairly and equitably among qualified employees.

Section 5. An employee excused from work will receive pay for the holiday, without charge to leave, if the employee is in a pay status immediately before or immediately after the observed holiday.

Section 6. Holidays.

- a. The number of hours credited for the holiday will be determined by the employee's work schedule. If a holiday falls on a workday, the employee is entitled to basic pay for the number of hours of the CWS on that day.
- b. When a holiday falls on a non-workday (regular day off), and an employee has three consecutive non-working days off and a holiday falls on one of those non-workdays, the following rules shall apply in designating the workday as the in-lieu-of holiday:
  - (1) When the holiday falls on the employee's first or second non-workday, the preceding workday shall be designated as the in-lieu-of holiday, and
  - (2) When the holiday falls on the third non-workday, the next workday shall be designated as the in-lieu of holiday.

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## ARTICLE 15

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### ANNUAL LEAVE

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Section 1. Employees shall accrue annual leave in accordance with existing applicable laws and regulations. The Employer agrees to approve and to schedule as appropriate, annual leave in such a manner, throughout the leave year, so that no employee will forfeit leave. Approval of annual leave for emergency reasons will not be unreasonably withheld unless the scheduling of such leave negatively impact managements ability to meet its mission and manning needs or for other reasons management deems appropriate.

Section 2. Annual leave for vacation purposes.

a. The Employer agrees to schedule annual leave on a yearly basis (May 1 to April 30) in increments of one (1) week for vacation purposes on requests made prior to 1 March. Such request must be submitted in writing on OPM Form 71, Application for Leave. The employee within the grade and occupational series level in the organizational element concerned with the greatest amount of Federal service will be given first choice of the desired time with subsequent choices based on the same criteria. When an employee has made a selection, he/she 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. The Employer may require a change because of unforeseen circumstances. A signed copy of the OPM Form 71 will be provided to the employee by 30 April.

b. In the case of transfer of an employee from one organizational element to another, previously scheduled annual leave for vacation purposes shall be discussed with the Employer for confirmation.

c. Should complaints arise concerning annual leave scheduling in accordance with the provisions of Section 2.a. above, the Employer will provide the concerned employee with the necessary information to determine whether the leave was properly scheduled. Such information will be in accordance with applicable laws and regulations.

Section 3. Requests for other annual leave may be cancelled/disapproved if overtime requirements are known in advance

of time for which annual leave is desired, or if unforeseen circumstances require cancellation/disapproval.

#### Section 4. Enforced Annual Leave

a. When an employee's services are not needed for short periods of time, or when it is otherwise desirable, the Employer in accordance with applicable regulations may direct the use of annual leave to the extent that such credits are available for use, except that an employee may not be placed on annual leave without his/her consent while under notice of adverse action for cause. Employees will be given as much notice as practicable prior to being required to use annual leave in accordance with applicable regulations.

b. The Employer will notify the Union before initiating any policy of forced annual leave and will observe the provisions of Section 4.c of Article 6 of this AGREEMENT.

c. Employees required to use annual leave may elect to use leave without pay on those specific days they are scheduled for required use of annual leave, except when the purpose of the forced leave period is to reduce annual leave accumulations.

d. If the Employer has notified unit employees that they will be required to use annual leave during a particular period, individual requests for use of annual leave prior to the designated period of enforced leave may be denied if the employee would not have sufficient annual leave available to cover the period of required use of annual leave.

Section 5. The Employer agrees to grant annual leave in one-tenth (1/10) hour increments.

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## ARTICLE 16

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### SICK LEAVE

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Section 1. Employees shall accrue and be granted sick leave in accordance with applicable statutes and regulations. The Employer agrees to grant sick leave in one-tenth (1/10) hour increments.

Section 2. Sick leave may be approved when orally requested in advance, for medical, dental or optical evaluation or treatment subject to the employee's submittal of a properly completed OPM Form 71, Application for Leave in accordance with SUBMEPPINST 12630.1 (latest revision).

Section 3. Requesting Sick Leave

a. UNPLANNED ABSENCES: An employee who is unable to report for duty because of incapacitation shall notify her/his immediate supervisor or designee as soon as practicable, but normally within two (2) hours after the start of the work shift on the first day of absence. The employee has an obligation to keep her/his supervisor informed on a continuing basis of her/his expected return to duty; therefore, when the period of absence extends beyond the date given by the employee during her/his initial call, the employee shall notify her/his supervisor or other designated official of the new date that she/he expects to return to work. Notification shall specify the purpose and probable duration. Purpose means whether or not the sick leave absence is because of illness/injury/incapacitation of the employee, care of a family member with a serious health condition or bereavement. Notification of absence is necessary in order that the employee be placed in a paid sick leave, annual leave or leave without pay status, as appropriate, and shall not in itself be justification for approval of sick leave.

b. PLANNED ABSENCES: (surgery, etc.) An employee who expects to be unable to report for duty because of planned incapacitation (surgery, etc.) shall notify her/his immediate supervisor or designee as soon as practicable prior to the planned absence via OPM Form 71 , Application for Leave. She/he shall be required to furnish a medical certificate within fifteen (15) days after return to duty, to substantiate the request for approval of sick leave, SF 71, when the absence exceeds five (5) workdays.

#### **Section 4. Documentation of Sick leave**

a. Periods of absence on sick leave in excess of Three (3) consecutive workdays, or for a lesser period when management determines it is necessary, must ordinarily be supported by a medical certificate to be filed within fifteen (15) workdays after return to duty. In lieu of a medical certificate, the employee's signed statement explaining the nature/purpose of her/his illness may be accepted, when it is unreasonable to require a medical certificate or because the illness does not require the services of a physician. Nature/purpose means whether or not the sick leave absence is because of illness/injury/incapacitation of the employee, care of a family member with a serious health condition or bereavement. For extenuating circumstances such as serious accident or illness, the supervisor will exercise due consideration of the circumstances in enforcing the reporting requirements.

**b. Requirement for Medical Certification** - If there is reason to believe the employee is abusing sick leave privileges, the Employer will advise the employee that she/he has a questionable sick leave record and why the employee is suspected of abusing sick leave. Subsequent to this discussion the Employer shall afford the employee of the right to Union representation and at this discussion make pertinent sick leave records available to the employee and the Union. The Employer may, at this time, notify the employee in writing that future requests for leave because of illness or other medical reasons must be supported by a medical certificate. In addition, the employee will also be advised, in the same written notice, fully and factually, of the reasons thereto. The employee will be provided two (2) copies of the written notice. The second copy is provided in order that the employee may furnish a copy to the Union if she/he so desires.

**c. Review of Medical Certification Requirement** - It is agreed that such cases requiring a medical certificate for such absence shall be reviewed by the Employer after a six (6) month period from the date of issuance. When the Employer determines that the restriction is no longer necessary the employee shall be notified in writing and provided two (2) copies and all previous notices relating to this subject shall be removed from the Employer's records.

#### **Section 5.**



a. In accordance with applicable rules and regulations, employees may be granted sick leave in advance of accrual. Advances are limited to deserving cases of serious disability or ailments when the exigencies of the situation warrant, and are subject to (1) through (5) below:

(1) The amount of advanced sick leave to an employee's account may not exceed 30 days at any time.

(2) All available accumulated sick leave to the employee's credit must be exhausted. Consideration should also be given to requiring the employee to use any annual leave he/she might otherwise forfeit.

(3) In the case of employees serving under temporary appointments, advanced sick leave should not exceed an amount which it is reasonably assured will be subsequently earned.

(4) There must be a reasonable assurance that the employee will return to duty and remain employed long enough to repay the advance of sick leave.

(5) Sick leave will not be advanced to an employee who is required to furnish a medical certificate for each absence claimed as sick leave.

b. The same standards as those that would govern granting advance sick leave in other cases of serious illness will apply in maternity cases.

c. When advance sick leave has been approved, approval for such leave will cease if circumstances warrant termination of the original grant of advance sick leave and such termination of approval will be effective on the date of the change of circumstances.

d. An application for advance sick leave shall be initialed by the immediate supervisor and Division Head with each indicating a recommendation for approval or disapproval. Final approval or disapproval and signature shall be the responsibility of the Department Head. An approved application shall be forwarded to the Shipyard Comptroller; disapproved applications shall not be forwarded. If the

application is disapproved, the Department Head will provide the reason(s) for denial in writing to the employee.

Section 6. Pursuant to the applicable regulations and the Family Medical Leave Act, employees may be granted sick leave in accordance with SUBMEPPINST 12630.1 (latest revision).

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## ARTICLE 17

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### LEAVE WITHOUT PAY

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Section 1. An employee may be granted leave without pay in accordance with applicable laws and regulations in rare instances, if his or her services can be spared. When an employee's accumulation of leave without pay reaches eighty (80) hours per year or additional multiples of 80 hours, he/she shall forfeit one (1) pay period's accumulation of sick and annual leave.

Section 2.

a. The Employer agrees to grant leave without pay to any employee, selected by the Union, to attend Union conventions and conferences providing the employee requests such leave without pay early enough to permit his/her supervisor to provide a competent replacement for high priority work unless the scheduling of such leave negatively impacts management's ability to meet its mission or manning needs, or other reasons deemed necessary.

b. The Employer agrees to grant leave without pay to any officer or official of the Union for the purpose of conducting Union affairs when advance notice is given and his/her services can be spared. Granting of such leave will not unreasonably be withheld.

Section 3. The Employer agrees to grant leave without pay in one-tenth (1/10) hour increments.

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## ARTICLE 18

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### ADMINISTRATIVE EXCUSAL AND TARDINESS

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Section 1. When administrative excusal is authorized by the Employer in accordance with regulation, because of extreme weather conditions, breakdown of equipment, fire, 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. Normally administrative excusal shall not exceed three (3) consecutive workdays in a single period of excused absence.

Section 2. If an employee is unavoidably or necessarily tardy, the supervisor for adequate reason may excuse the employee without charge to leave in accordance with applicable regulations. When an employee is charged with annual leave for tardiness, the Employer may not require the employee to perform work for any part of the leave period.

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## ARTICLE 19

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### CIVIC RESPONSIBILITIES

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Section 1. Employee absences and entitlements to fees and travel expenses for court and court related services will be in accordance with applicable law and regulations. The table in Appendix 4 is provided for determining such entitlements. Any fees received from the court for the purpose of such duty shall be delivered to the Employer together with satisfactory evidence of time served on such duties. Such evidence shall be in the form of a signed statement from the Court or other satisfactory evidence of the time served on such duty. Allowance received for meals, transportation, etc., will be retained by the employee. Intermittent employees while not eligible for court leave will be excused and may retain any fees received.

Section 2. If an employee is called for any civic duty, he/she shall promptly notify the Employer in order that arrangements may be made for his/her absence from the activity.

Section 3. In accordance with rules and regulations an employee who is summoned or ordered to an emergency duty in the National or State Guard or who is called by proper authority to participate in searches or other types of rescue or protection work will be excused without charge to leave or loss of pay normally not to exceed three (3) consecutive workdays for any single period of excused absence.

Section 4. The Employer and the Union agree to encourage all employees to exercise their right to vote. Administrative excused time will be given to eligible employees to vote in national, state, or municipal elections, or referendums consistent with applicable Federal rules and regulations. Employees desiring to vote in such election or referendum shall be excused by their immediate supervisors.

a. The request for excused time must be made in advance of the day on which excused time is desired.

b. Within Commuting Distance. As a general rule, employees whose voting residence is within commuting distance, but whose hours of work are such as to allow less than three (3) hours for voting before or after his/her regular hours of work, may be excused for a reasonable

time but not more than three (3) hours. The employee may be excused either at the beginning or end of the workday, whichever requires the lesser amount of time off.

c. Beyond Normal Commuting Distance. Employees whose voting residence is beyond normal commuting distance may be excused for not more than one (1) day for voting, only when voting by absentee ballot is not permitted.

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## ARTICLE 20

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### OTHER LEAVE

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Section 1. Miscellaneous Leave. All other types of Leave are administered in accordance with SUBMEPPINST 12630.1C (latest revision).

Section 2. Religious Reasons. In accordance with applicable law, rule or regulation, any employee applying for annual leave or leave without pay on a workday which occurs on a religious holiday associated with the religious faith of the employee, will be granted such leave.

NOTE: Approved with the understanding that the granting of such leave shall be consistent with the Activity's need for the employee's services.

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## ARTICLE 21

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### PROFESSIONALISM AND WORKING RELATIONSHIPS

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Section 1. The parties to this AGREEMENT are committed to work together as Partners over the long term for the purpose of building and maintaining a cooperative working relationship to better accomplish the SUBMEPP mission. The Parties recognize their role as Partners within the framework of:

- Mutual Respect
- Acceptance
- Shared Responsibility and Accountability
- Pre-decisional Communication and Involvement
- Interest Based Problem Solving
- Alternative Dispute Resolution

Section 2. An employee perceiving a problem concerning procedures used by the Union or Employer or any other dissatisfaction is encouraged to make all reasonable attempts, including alternative dispute resolution techniques, to informally resolve the problem at the earliest possible time and lowest possible level. The employee may enlist the assistance of the Union steward and/or the supervisor in attempting to reach a satisfactory resolution. If a satisfactory resolution is not achieved, then the procedures and time limits in Article 7 may be utilized, if appropriate.

Section 3. SUBMEPP is recognized as a professional organization by its customers, peers, and the general public. It is important to SUBMEPP's future success and well being that this professional image be maintained. To this end, both parties agree that SUBMEPP employees shall conduct and present themselves in a businesslike manner, appropriate to the environment in which they are working.

Section 4. Dress Code. Appropriate business attire which is well kept and presentable (clean, no holes, rips, tears or stains). Logos that are not offensive are acceptable. Work clothes are acceptable on the day that waterfront, shop or submarine visits are required. Shorts, hats, athletic types of tee shirts, and beach wear including flip-flops, will not be worn while working.



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## ARTICLE 22

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### POSITION CLASSIFICATION

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Section 1. The Position Classification Program shall be administered in accordance with DoD 1400.25-M, Chapter 511 (latest revision) by SUBMEPP's HRO.

Section 2. The Employer agrees that each employee will have access to a copy of his/her official position description and any amendment(s) thereto. If changes are made to the official position description, the supervisor will discuss the changes with the affected employee. To the extent that nothing shall interfere with the Employer's right to assign work, such discussion will normally occur prior to making the changes.

Section 3. An employee may, at any time, submit a recommended change in his/her position description. The Employer agrees to meet promptly with the employee, and, at the request of the employee, a representative of the Union, to consult and to consider all pertinent facts relating to the request. The Employer shall, as soon as practicable thereafter, notify the employee of HRO's decision. Should an employee be dissatisfied with the results of the HRO decision, the employee may follow the provisions of Section 4.

Section 4. If an employee believes that the classification (title, series or grade) of his/her position is in error, upon request the employee will be furnished information on appeal rights and the procedures for filing an appeal. The employee may appeal through a representative designated in writing.

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## ARTICLE 23

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### DETAILS

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Section 1. A detail is the temporary assignment of an employee to a position or set of duties different than his/her own for a specified period, with the employee returning to his/her regular duties at the end of the detail.

Section 2. It is agreed that details to unit positions may be used to meet temporary needs of the SUBMEPP work program where necessary services cannot be obtained by other desirable or practicable means. Details may be made under, but not limited to, the following circumstances:

- a. To meet emergencies occasioned by abnormal workload;
- b. Change in mission or organization;
- c. Anticipated or unanticipated absences;
- d. Pending permanent assignment;
- e. Pending description and classification of a new position;
- f. Pending security clearance to assume permanent duties; and
- g. For training purposes (particularly where the training is a part of established promotional or developmental programs).

Section 3. An employee detailed to duties other than in his/her own line of work for a period of thirty (30) consecutive calendar days will have documentation (Standard Form 50 or other appropriate document) placed in his/her Official Personnel Folder.

Section 4. Details to higher graded unit positions will be limited to a maximum period of one hundred and twenty (120) days, unless made under competitive promotion procedures in accordance with the Merit Promotion Program.

Section 5. The Employer will control the duration of details to unit positions in accordance with the provisions of this Article to assure that the details do not compromise the open competitive principles of the merit system or the principles of job evaluation.

Section 6. When an employee is authorized to act in the absence of his/her immediate supervisor during a period of planned absence which is expected to be in excess of two (2) weeks, authorization will be documented by the immediate supervisor or other appropriate management official by official written memorandum to the employee not later than the first day of such authorization.

Section 7. When it is known in advance that an employee will be formally detailed in excess of thirty (30) calendar days, supervisors will, when practicable, notify the employee at least two (2) working days prior to the effective date of the detail.

Section 8. When the Employer assigns an employee to a higher level position, the employee meets all the requirements for the position, and the assignment will continue for more than thirty (30) calendar days, the Employer shall take immediate steps to temporarily promote the employee. The promotion shall normally be made effective no later than thirty (30) calendar days following initiation of the action.

Section 9. In the case of any alleged misassignment of a unit employee, the Union may bring the matter to the attention of the immediate supervisor. If the matter is not satisfactorily resolved, it may then be processed by the Union in accordance with the provision of Article 7, Section 9.

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## ARTICLE 24

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### PERFORMANCE EVALUATION

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Section 1. It is agreed that the primary objective of any appraisal system is to evaluate performance and as such should be designed to strengthen supervisor/employee relationships with the resultant effect of improving employee performance. Performance evaluation is not a periodic process, it is the supervisor's day-to-day responsibility.

Section 2. Performance appraisal for unit employees will be administered in accordance with the provisions of SUBMEPPINST 12430.4 (latest revision).

Section 3. Denial of a within-grade increase shall be taken in accordance with 5 CFR 531 Subpart D – Within-Grade Increases. Adverse action taken as a result of application or administration of SUBMEPPINST 12430.4 (latest revision) shall be in accordance with Article 8 of this AGREEMENT.

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## ARTICLE 25

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### EMPLOYEE RECOGNITION PROGRAM

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Section 1. The Parties recognize the significance of, and benefits derived from, employee recognition. The Employee Recognition Program will be administered in accordance with the provisions of SUBMEPPINST 12451.1 (latest revision).

Section 2. The Employer and the Union agree that awards will be granted only on the basis of merit and neither maximum nor minimum quotas will be established.

Section 3. Suggestion Awards

a. It is the Employer's desire that all Suggestions will be processed in an expeditious manner. To this end, it is agreed that every reasonable effort will be made to reduce inprocess time. It is further agreed that employees who encounter unreasonable delays in receiving a final determination on adoption or rejection of a submitted Suggestion may take up the matter directly, through or accompanied by a Union steward, with the appropriate supervisor. The Employer agrees to investigate complaints of unreasonable delays in processing Suggestions and to furnish pertinent information as to the reason(s) for delay through the appropriate supervisor or official responsible for administration of the program. The Employer agrees that where unreasonable delay is found to exist, such action as is necessary to expedite processing will be initiated. Normally, for purposes of the AGREEMENT, any suggestion not adopted, rejected or otherwise acted upon within 60 days of the date filed shall be considered unreasonably delayed.

b. The SUBMEPP Suggestions Program Administrator, Code 1852 shall assist employees in assuring that Suggestions are in the correct format for evaluation.

c. Rejections will be in writing and the suggestor will be afforded an opportunity for a personal interview to discuss the details of the rejection. Upon request, the suggestor will be accompanied by a Union steward.

d. An employee may submit a written request for reconsideration of a rejection to the Administrator, Suggestions Program, within 30 days of receipt of the rejection notice. Such request must contain detailed reasons in rebuttal of the rejection decision.

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## ARTICLE 26

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### **FAIR LABOR STANDARDS ACT**

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Section 1. The provisions of this Article are informational and shall not be construed to conflict with or modify the provisions of the Fair Labor Standards Act, Title 5 United States Code, and implementing regulations of the OPM and/or Comptroller General, as these are not appropriate matters for bargaining.

Section 2. Upon request, the Employer will provide employees with the basis for their FLSA determination.

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## ARTICLE 27

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### TRAINING AND EMPLOYEE DEVELOPMENT

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Section 1. The Employer and the Union agree that the training and development of employees in the unit are important in accomplishing both the mission of the Employer and the Federal career goals of the employee. The Employer will develop, promote, and maintain training programs which are consistent with the needs of SUBMEPP. Training directed by the Employer in connection with the assigned duties of the position shall be accomplished while the employee is in a duty status. The Employer and the Union agree that each employee shall be encouraged to apply a reasonable amount of personal time and effort to keep abreast of the changing technology of his/her occupation. Both parties agree to encourage employees to take advantage of training and educational opportunities.

Section 2. The Employer will determine requirements for training and employee development with the objective of maintaining appropriate manpower capability in all work areas.

Section 3. All training opportunities will be offered to qualified employees without regard to race, religion, color, national origin, sex, age, handicap, political affiliation, Union affiliation, or any other non-merit factor.

Section 4. The Employer agrees that Union recommendations to the Employer relative to the training of employees in the unit will be considered. The Employer will implement any approved recommendations. If negotiable changes are made in training programs affecting employees in the unit, the procedures in Article 6 shall apply.

Section 5. Training and employee development will be administered in accordance with the provisions of SUBMEPP Inst. 12410.3 (latest revision).

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## ARTICLE 28

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### SAFETY AND HEALTH

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Section 1. The Employer will make every effort to provide and maintain safe working conditions and industrial health protection for employees. The Union will encourage employees to cooperate in these efforts and to work in a safe manner.

Section 2. An employee who observes unsafe and unhealthful practices, equipment, conditions and/or environment shall report such observations as soon as practicable to his/her supervisor. An employee who is engaged in work which is potentially hazardous shall not be required to work alone or beyond the call and observation of other employees. Should an employee claim that his/her assigned job is not safe or will endanger his/her health, the circumstances shall be reported to the immediate supervisor. The immediate supervisor shall inspect the job, with assistance from the Shipyard Occupational Safety and Health Office if required, to insure it is safe before requiring the employee to carry out the work assignment. An employee may decline to perform his/her assigned task if there is reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm and there is reasonable belief that there is an insufficient time to seek effective redress through the normal hazard reporting and abatement procedures.

Section 3. The Employer agrees to furnish protective clothing and safety equipment at no expense to the employee unless otherwise directed by higher authority, whenever it is required by the Employer for safety or industrial health purposes.

Section 4. Prompt ambulance service and first aid to an injured employee shall be provided by the Employer on all shifts. No injured employee will remain unattended while being transferred to the medical facility. The Employer shall notify the Union promptly after a serious disabling lost time accident involving a unit member. Such notification shall identify the employee by name, code, and nature of the injury. In accordance with applicable regulations, such notice may not include sensitive medical or personal information.

Section 5. An employee who sustains an occupational injury or illness in a duty status will, if possible, report to his/her supervisor. The ambulance EMT's will determine if transportation to a hospital is or is not required. If required, the ambulance transport will be provided by the Employer. In all other cases it will be the responsibility of the employee to arrange for transportation. The employee will be advised by the Employer at the earliest opportunity of his right to file for compensation. The employee will be assisted in the completion of all necessary forms. A Form CA-1 or CA-2 must be filed within 30 days of the date of injury or illness.

Section 6. When required by the Employer, medical examination and/or treatment arising out of an employment situation shall be at no cost to the employee.

Section 7. Medical information about an employee may be disclosed to the employee or a representative designated in writing, except that medical information concerning mental or other conditions of such a nature that a prudent physician would hesitate to inform a person suffering from it of its exact nature and probable outcome may be disclosed only to a licensed physician designated in writing for that purpose by the employee or his/her designated representative.

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## ARTICLE 29

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### TRAVEL

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Section 1: The travel program shall be administered in accordance with SUBMEPPINST 4650.1 (latest version) and the joint travel regulation (JTR).

Section 2. When travel is required as part of an employee's assignment, the desires, convenience and comfort of the employee will be considered to the maximum degree consistent with efficiency of operations and the assignment involved. To the maximum extent practicable, no employee will be required to travel during hours outside those of his/her normal workweek. A written copy of these reasons will be provided to the employee concerned upon his/her request. Any employee required to travel by the Employer will be expected to exercise the same care in incurring expenses that a prudent person would exercise in traveling at his/her own expense. The employee will be responsible for submitting an accurate, complete and correct claim for expenses incurred, normally within five (5) workdays of return from travel. Travel time requirements for leaving and return can be modified to meet the desires of the employee provided it meets with his/her supervisor's approval and it does not interfere with his/her assignment. However, an employee who desires leave in conjunction with travel or to otherwise modify his/her departure time on TAD or return from TAD, should normally make such desires known prior to the time the request for travel is submitted. This will allow for maximum consideration by the Employer. Employees who have approval to depart earlier than scheduled or return later than scheduled for their own convenience must do so at no additional cost to the Government.

Section 3. Employees 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, including the Fair Labor Standards Act.

Section 4. Employees on training or TAD shall be paid the maximum per diem or subsistence allowance as specified by applicable rules and regulations. Employees ordered to travel shall be notified as far ahead of time as practicable.

Section 5. Commercially rented vehicles will be used only when it is determined that the use of other methods of transportation will not be more advantageous to the Government. In the selection of commercially rented vehicles first consideration will be given to those available under GSA supply contracts. The use of rental vehicles must be authorized in the travel orders or approved on the reimbursement voucher. Special conveyances obtained under GSA contracts will be used for official business only. Special conveyances hired or rented directly from commercial agencies will not be used for other than official business. The mileage allowance specified in the travel order should be a reasonable estimate based on distance. Normally, the traveler should not exceed this amount of mileage. However, if the requirements of travel dictate that additional mileage above the specified allowance is required, the travelers will have to submit sufficient justification on the travel voucher.

Section 6. Transportation between places of business at a temporary duty station, and between place of lodging and place of business at a temporary duty station, will be allowed in accordance with appropriate regulations. Where the nature and location of the work at a temporary duty station are such that adequate meals cannot be procured there, the expense of daily travel required to procure meals at the nearest available place will be considered necessary transportation, not incidental to subsistence, reimbursed in accordance with appropriate regulations.

Section 7. Arrangements for an employee's day of rest will be made in accordance with applicable law, rules and regulations.

Section 8. Travel vouchers will be processed within thirty (30) days from receipt of a properly completed voucher.

Section 9. Claims for expenses which in the opinion of the Employer should not be allowed may be submitted by the employee, via the Employer and/or the Union, to the General Accounting Office whose decision is final.

Section 10. When an employee is assigned the responsibility of driving a vehicle while on TAD in a foreign country, the Employer will

provide, if available, pertinent information applicable to the country in which the TAD will be performed.

Section 11. Employees assigned to temporary additional duty on official travel orders and who are authorized to report to the temporary duty station directly from their place of residence in their private vehicle will be granted a mileage allowance reimbursement for the most direct mileage between their residence and the temporary duty station. Such allowance will be authorized only for the operator of the vehicle. The rate of reimbursement shall be in accordance with appropriate regulations.

Section 12. When required, the employee will submit an itemized list of expenses/receipts (travel voucher) authorized by his/her travel orders within five (5) workdays of return from travel. The travel Approving Official's (AO) approval must be obtained for any deviations. In the event that the Employer determines that certain expenses are not allowed by regulations, annotation will be provided on the employee's voucher.

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## ARTICLE 30

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### CONTRACTING OUT AND REDUCTION-IN-FORCE

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Section 1. The Employer agrees to notify the Union as soon as the necessity for a reduction-in-force, or contracting out, is recognized or required, the extent determined, and authorization obtained. The Employer also agrees to inform the Union of the affected competitive levels and the number of employees in the levels affected, when applicable. The importance of informing employees of the basis and reasons for the reduction-in-force, or contracting out, is mutually recognized. All reduction-in-force actions shall be accomplished in compliance with statutes, rules and regulations.

Section 2. The Union shall have the right to review retention registers relative to reduction-in-force actions affecting employees of the unit.

Section 3. The Employer shall consult with the Union concerning any work changes, when it is known that such changes will result in a reduction-in-force or contracting out affecting employees in the unit. The Employer shall consider reassignment, retraining, restricting in-hires and other actions that may be taken in minimizing displacement of career unit employees by a reduction-in-force.

Section 4. When an employee receives a reduction-in-force notice, he/she will be permitted to view the retention list upon which his/her name appears. The employee so affected shall have the right to Union assistance when checking the list.

Section 5. All career and career-conditional employees separated by reduction-in-force action shall be placed on the Reemployment Priority List for all positions for which qualified and available, as indicated by them to the Employer in writing. The names of all such persons shall be placed on the Reemployment Priority List in the following order:

- a. All career preference eligibles with service-connected compensable disability of 30% or more
- b. All other career preference eligibles



- c. All career non-preference eligibles
- d. All career-conditional preference eligibles with service-connected compensable disability of 30% or more
- e. All other career-conditional preference eligibles
- f. All career-conditional non-preference eligibles

Employees will be given consideration in rehiring in accordance with applicable regulations. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

Section 6. An employee demoted as a result of reduction-in-force is entitled to special consideration for repromotion in accordance with SUBMEPPINST 12335 (latest revision). Although not guaranteed repromotion, ordinarily the employee should be repromoted when a vacancy occurs in a position at his/her former grade (or any intervening grade) for which the employee has demonstrated that he/she is well-qualified, unless there are persuasive reasons for not doing so. Consideration of an employee entitled to special consideration for repromotion must precede efforts to fill the vacancy by other means, including merit promotion procedures, except when another employee has a statutory or regulatory right to be placed in or considered for the position. If a selecting official considers an employee entitlement to special consideration for repromotion under this section but decides not to select the employee for promotion and then the employee is certified to that official as one of the best qualified and within reach on the Merit Promotion Certificate for the same position, the official must document his/her reasons for the record if he/she does not then select the employee. Upon request the employee and/or a representative may review the documentation. Employees affected by reduction-in-force will be informed of their rights to repromotion at that time. Employees may be repromoted by request initiated by the Employer without regard to Merit Promotion procedures and without the necessity of formal announcement of the vacancy.

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## ARTICLE 31

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### SEA DUTY

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Section 1. It is the policy of SUBMEPP that all qualified persons are assured equal opportunities to participate in sea duty without regard to sex.

Section 2. Unit employees assigned to duties on board a ship will be accorded accommodations and related berthing facilities as determined by the Commanding Officer of the ship to which assigned. All unit sea duty riders will be provided with a blanket and sleeping accommodations.

Section 3. Any problems requiring immediate resolution while at sea shall be referred via the employee's chain of command to the Senior Civilian aboard.

Section 4. All hours worked and eating and sleeping hours will normally be certified, when required, by each employee's assigned sea duty supervisor/coordinator.

Section 5. All unit sea duty riders determined to be in a "2/3 rule standby status" will be paid sixteen (16) hours of work/standby time for each twenty-four (24) hour period at sea. However, when actual work is performed for more than sixteen (16) of the twenty-four (24) hours, the employee may receive payment in excess of sixteen (16) hours.

Section 6. The specified eight (8) hours allowed each employee for sleeping and eating will be at the discretion of his/her supervisor, the trial Director, or Senior Civilian aboard as applicable. The total allowed time for sleeping will normally be divided into no more than two (2) periods which shall normally be no less than three (3) hours each. The time allowed for eating will be at least one half hour for each meal.

Section 7. Spouses of employees on sea duty may call the employee's immediate supervisor to inquire about arrival times.

Section 8. Employees returning from sea duty are expected to complete a normal eight (8) hour workday. However, when an employee returns during the last hour of his/her eight (8) hour workday, employees may,

at the discretion of their supervisor, be granted excused time for the balance of their eight (8) hour workday when their services are no longer required.

Section 9. Upon request, an employee may be granted excusal from participation in sea duty for hardship reasons provided the Employer determines that his/her reasons are valid and another qualified employee, familiar with the work is available and willing to perform the work. The merits of the Employer's determination will be subject to the provision of Articles 7 and 9.

Section 10. Employees will not normally be expected to work without compensation (i.e. overtime) during sea duty providing all provisions of Article 11, Section 3 are satisfied.

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## ARTICLE 32

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### DUES DEDUCTION

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Section 1. The Employer agrees to deduct Union dues from the pay of employees in the unit who authorize such deductions. Nothing in this AGREEMENT shall be construed as requiring an employee in the unit to become or, except as provided in Section 3 below, remain a member of the Union.

Section 2. The Union is responsible for procuring prescribed allotment/revocation forms, making the forms available to eligible employees, certifying the amount of dues and informing employees in the unit on the uses and availability of the required forms. The Union and employees in the unit shall take precautions to conduct such functions during non-duty hours.

Section 3. Except as provided for in Section 4 below, an allotment for the deduction of an employee's Union dues may be terminated by the employee through submission of a Dues Revocation Form (SF 1188) to the Shipyard Comptroller on his/her anniversary date (the date the employee originally requested dues withholding) or within a ten calendar day period immediately before his/her anniversary date. Such termination shall become effective the first full pay period of the month following receipt of the Dues Revocation Form by the Shipyard Comptroller provided dues allotment has been in effect for a period of one full year at the time it is received by the Employer. Code 1852 will provide the employee with a copy of the SF 1188 and forward copies 1 and 2 to the Shipyard Comptroller. The Employer agrees to provide the Union with a Report of Union Members quarterly.

Section 4. The Employer will automatically terminate union dues allotment the first full pay period following the occurrence of any of the following:

- a. Loss of exclusive recognition by the Union.
- b. Permanent transfer of the employee from the unit.
- c. Separation of the employee for any reason including death or retirement.

d. Notification from the Union that the employee has been expelled or has ceased to be a member in good standing in the Union.

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## ARTICLE 33

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### **TIMEKEEPING**

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Section 1. All employees shall record their time in accordance with SUBMEPPINST 7410.1K (latest revision).

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## ARTICLE 34

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### GENERAL PROVISIONS AND SERVICES

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Section 1. EQUAL EMPLOYMENT OPPORTUNITY. All qualified employees are assured equal opportunities in employment matters without regard to race, color, religion, sex (including pregnancy, gender identity and sexual orientation), national origin, age, disability or genetic information . The Employer will publish and disseminate an Equal Employment Opportunity (EEO) affirmative action plan in accordance with existing laws and directives. The Union will be consulted on any proposed changes for the accomplishment of the affirmative action program which may adversely affect unit members.

Section 2. COUNSELING

a. The Employer and the Union are committed to aiding employees who request assistance in obtaining counseling services for alcohol or drug abuse or other matters of a personal nature which is impairing or may impair the employee's job performance.

b. The Employer agrees that any employee in the unit who contemplates retirement in the immediate future shall be afforded retirement counseling to insure that the interests of the employee are protected. Such aid shall be the HRO Retirement Counselor/Navy Civilian Benefits Center Counselor and shall include information on alternative retirement plans for which the employee is eligible.

Section 3. CHARITY DRIVES. The Parties to this AGREEMENT endorse participation in and contribution to approved charity drives under the Combined Federal Campaign (CFC). However, under no circumstances shall pressure be exerted on any employee to contribute nor shall reprisal be taken for refraining from contributing to such charity drives.

Section 4. FEDERAL EMPLOYEES COMPENSATION / DISABILITY RETIREMENT / FAIR LABOR STANDARDS ACT CLAIMS. Any employee who has a claim under any of the above shall have the right to be represented by a Union representative during discussions of such claims with the Employer.

Section 5. PARKING. The Employer agrees there shall be open parking available for all SUBMEPP employees. Parking is administered in accordance with NAVSHIPYD PTSMHINST 5560.1D (latest revision).

Section 6. FOOD SERVICES. The employer will insure that unit employees have access to vending and food service facilities.

Section 7. QUESTIONNAIRES. If the Employer develops a questionnaire for distribution to employees in the unit, the Union will be given an opportunity to review and comment on it to the Employer and employees prior to distribution. The results of the survey, in statistical form, will be made available to the Union. This section does not apply to questionnaires developed by an appropriate authority at a level higher than SUBMEPP.

Section 8. INDEBTEDNESS. It is recognized that all employees have an obligation to honor their valid and just debts. The Employer will not act as a collection agent for debts allegedly due by an employee to an alleged creditor or make a determination as to the validity of such a debt except for those matters covered by the Debt Collection Act.

Section 9. LIST OF UNIT EMPLOYEES. The Employer agrees to furnish the Union with a list containing the name, occupational code, grade, shop number and employee number of all employees in the occupational codes for which the Union has been granted recognition. This list will be provided monthly at no cost to the Union.

Section 10. UNION FACILITIES

a. Bulletin Boards. The Employer agrees to erect a properly identified IFPTE bulletin board provided by the Union. The size and location of the board will be agreed upon by the parties and will not be used for posting any material which is scurrilous or libelous or in violation of law, SUBMEPP security or this AGREEMENT. A copy of the material to be posted will be submitted to Code 1852 simultaneously with posting and if determined to be improper, the Union will promptly remove the literature.

b. Mail Facilities. The Employer agrees to allow the Union to use SUBMEPP mail facilities for communicating labor relations matters excepting those matters related to internal Union business or mass



distribution of Union literature to unit employees. Email will be used for informing about immediate action or necessary reminders and/or info.

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## ARTICLE 35

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### DURATION AND CHANGE

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Section 1. This AGREEMENT as executed by the parties shall remain in full force and effect for a period of five (5) years from the date of its approval by the Secretary of Defense. On the request of either party, the parties shall meet to commence negotiations on a new AGREEMENT at least sixty (60) but not earlier than ninety (90) days prior to the expiration date of this AGREEMENT.

Section 2. Unless previously (identified and) agreed to by the parties all MOU's/MOA's will be null and void.

Section 3. This AGREEMENT, except for its duration period as specified in Section 1 of this Article, is subject to opening only as follows:

a. It is recognized that amendment to this AGREEMENT may be required because of changes in applicable laws, Executive Orders, Office of Personnel Management and Agency rules and regulations issued after the date of execution of the AGREEMENT. In this event, the parties will meet for the purpose of negotiating new language that will bring the AGREEMENT into conformity with the new requirements. Such amendments shall be duly executed by the parties and will become effective on a date determined to be appropriate under the circumstances. MOU's/MOA's will be serialized by code 1852.

b. It may be opened for amendment by mutual consent of the parties at any time after it has been in force and effect for at least six (6) months. In any event either party may request and open the contract after a two (2) year period from the effective date for the purpose of negotiating any amendments for a maximum of two (2) articles only. Any request for amendment shall be in writing and must be accompanied by a summary of the amendment proposed. Representatives of the Employer and the Union shall meet within fourteen (14) calendar days after receipt of such request to reopen the AGREEMENT for amendment and negotiations shall be limited to those proposals covered in the summary. Agreement shall be evidenced by written amendment duly executed by both parties.

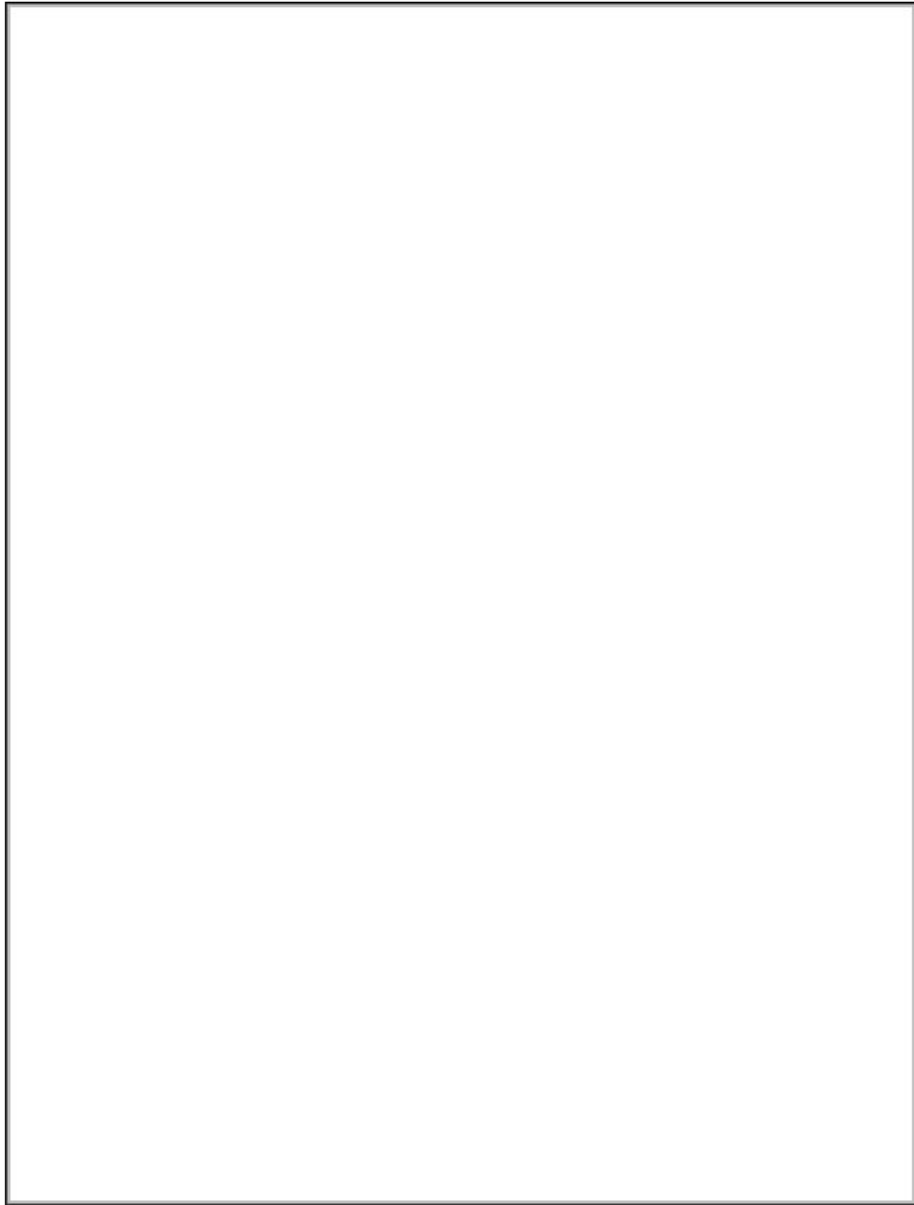
Section 4. Upon approval, copies of this AGREEMENT and amendments thereto shall be promptly reproduced by the Employer and distributed to all current employees in the unit, plus a sufficient number of extra copies for future employees in accordance with Article 3, Section 4.

Section 5. Termination of this AGREEMENT will not in and of itself terminate the recognition granted the Union. Further, it is provided that this AGREEMENT shall terminate at the time the exclusive recognition granted to the Union is terminated.

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# APPENDIX 1 - NEGOTIATED GRIEVANCE FORM (ADVERSE ACTION)

SUBMEPP/IFPTE, Local 4		
Negotiated Grievance (Adverse Action) Form		
Employee's Name	Job Title	Check No.
<p>I hereby grieve the decision of _____  (Occupational)</p> <p>Concerning _____  (Nature of Adverse Action)</p> <p>Which was effected on _____  (Date)</p>		
<p>Description of grievance: <u>Must</u> contain a precise description of the matter being grieved.</p>		
<p>Personal relief Desired:</p>		
EMPLOYEE'S SIGNATURE:		DATE:
UNION REPRESENTATIVE SIGNATURE: (except in Article 7, Section 8)		DATE:
To Commanding Officer, SUBMEPP		DATE REC'D:
<p>Commanding Officer's decision and basis therefore:</p>		
SIGNATURE OF THE COMMANDING OFFICER:		DATE:
<p>Copy to: Employee, 1852, IFPTE, Division Head                      Appendix 1</p>		



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APPENDIX 2 - NEGOTIATED GRIEVANCE PROCEDURE FORM

SUBMEPP/IFPTE, Local 4	
<b>Negotiated Grievance Form</b>	
<b>Employee's Name</b>	<b>Check No.</b>
<p>I hereby appeal the decision of _____ (Supervisor)</p> <p>Concerning _____ (Subject Matter or Grievance)</p> <p>Which was discussed on _____ (Date)</p> <p>And conveyed on _____ (Date)</p> <p>The following states the specific nature of my grievance and any other pertinent information:</p>     <p>Incident about which I am aggrieved occurred on _____ (Date)</p> <p>Provision(s) of the Agreement, or policy or regulation alleged to have been violated:</p>    <p>The following corrective action is desired:</p>     	
EMPLOYEE'S SIGNATURE:	DATE:
UNION REPRESENTATIVE SIGNATURE:	DATE:
<div style="display: flex; justify-content: space-between;"> <div>Copy to: Employee, 1652, IFPTE, Division Head</div> <div>Appendix 2 Page 1 of 3</div> </div>	

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SUBMEPP/IFPTE, Local 4	
Negotiated Grievance Form	
<b>Alternative Dispute Resolution (ADR) Election Form</b>	
<p>In accordance with Article 7, Section 6, Step 2. If the decision received in Step 1 is not satisfactory, the parties may attempt to resolve the complaint through the use of the Alternative Dispute Resolution (ADR) process. Within ten (10) work days both parties must decide that ADR will or will not be used.</p>	
<p><b>Union determination on use of ADR</b>      Yes      No      (circle one)</p>	
EMPLOYEE'S SIGNATURE:	DATE:
UNION REPRESENTATIVE SIGNATURE:	DATE:
<p><b>Management determination on use of ADR</b>      Yes      No      (circle one)</p>	
MANAGEMENT OFFICIAL SIGNATURE:	DATE:
<div style="display: flex; justify-content: space-between;"> <div>Copy to: Employee, 1852, IFPTE</div> <div>Appendix 2 Page 2 of 3</div> </div>	

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Negotiated Grievance Form		
Step 2	DEPARTMENT HEAD OR 1850 DEPARTMENT HEAD	DATE RECEIVED
	Decision and Basis Therefore:	
	DEPARTMENT HEAD/1850 DEPARTMENT HEAD	DATE OF DECISION
<input type="checkbox"/> I wish to process my grievance to Step 3 (check if applicable)		
EMPLOYEE'S SIGNATURE		DATE
<input type="checkbox"/> Forwarded with the consent of the Union (check if applicable)		
AUTHORIZED SIGNATURE		DATE
Step 3	COMMANDING OFFICER	DATE RECEIVED
	Decision and Basis Therefore:	
	SIGNATURE	DATE
Copy to: Employee, 1852, IFPTE <span style="float: right;">Appendix 2 Page 3 of 3</span>		

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APPENDIX 3 EMPLOYEE ABSENCES FOR COURT OR COURT-RELATED SERVICES

EMPLOYEE ABSENCES FOR COURT OR COURT-RELATED SERVICES*								
Nature of Services	Type of Absence			Fees		Government travel expenses		
	Court Leave	Official Duty	Annual leave or LWOP	No	Yes		No	Yes**
					Retain	Turn into agency		
I. Jury Service								
(A) U.S. or D.C. court	X			X			X	
(B) State or local court	X						X	
II. Witness Service								
(A) On behalf of U.S. or D.C. government		X		X				X
(B) On behalf of State or local government								
(1) in official capacity								
(2) not in official capacity	X	X					X	X
On behalf of private party								
(1) in official capacity								
(2) not in official capacity		X					X	X
(a) when a party in U.S., D.C., or State or local government								
(b) when a party is not U.S., D.C., or State or local government	X						X	
			X					

\* See DoD FMR Vol 8 Ch 0513, Court Leave for further explanation.  
 \*\* Offset to the extent paid by the court, authority, or party which caused the employee to be summoned.

Appendix 3

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Signature Page

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on this 11 day of June 2019.

FOR THE UNION:

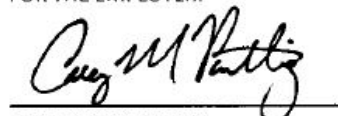


LAWRENCE DENNIS  
President International Federation of Professional  
And Technical engineers, Local No. 4



JACE CLARKE  
Executive Council/Chief Steward IFPTE,  
Local 4 Negotiation Team

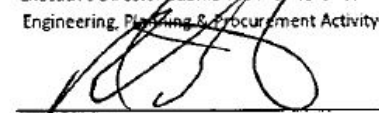
FOR THE EMPLOYER:



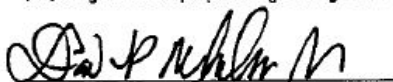
CAPT. CAREY PLANTING  
CO Submarine Maintenance Engineering,  
Planning & Procurement Activity



NORMAN E. LA FLEUR  
Executive Director Submarine Maintenance  
Engineering, Planning & Procurement Activity



RAY LOCICERO  
Chief Negotiator Employer's Negotiating Team



DAVID P. WHELAN, JR.  
Employer's Negotiating Team

Approved by the Secretary of Defense on July 9<sup>th</sup>, 2019 be effective on July 9<sup>th</sup>, 2019

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