

AGREEMENT

Negotiated Under the CSRA

between

**PEARL HARBOR NAVAL SHIPYARD &
INTERMEDIATE MAINTENANCE FACILITY**

and the

**HAWAII FEDERAL EMPLOYEES
METAL TRADES COUNCIL, AFL-CIO
(UNIT ONE)**

**Approved by DoD on 8 December 2011
to be effective on 8 December 2011**



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PREAMBLE

This AGREEMENT is made by and between the PEARL HARBOR NAVAL SHIPYARD AND INTERMEDIATE MAINTENANCE FACILITY, PEARL HARBOR, HAWAII, hereafter "Employer," and the HAWAII FEDERAL EMPLOYEES METAL TRADES COUNCIL, AFL-CIO, hereafter "Council."

WITNESSETH

WHEREAS, 5 USC Code, Chapter 71, titled Labor-Management Relations in the Federal Service, provides for greater employee participation in formulating personnel policies and practices affecting conditions of their employment in order to contribute to the effective conduct of public business;

THEREFORE, the following articles have been mutually agreed upon as a visible statement of the parties continuing efforts to achieve such goals.

ARTICLE I
**EXCLUSIVE RECOGNITION AND
COVERAGE OF AGREEMENT**

Section 1. The Employer recognizes the Council as the exclusive representative of all present and future employees of the Employer within the Unit described in Section 2 below.

Section 2. The Unit (hereafter Unit One) to which this AGREEMENT is applicable is defined as all non-professional employees of the Pearl Harbor Naval Shipyard and Intermediate Maintenance Facility, Pearl Harbor, Hawaii. Excluded from the Unit are professional employees, management officials, supervisors, employees who operate cryptographic equipment "on or off the line" or who repair and/or maintain cryptographic equipment and employees described in 5 U.S.C. § 7112 (b)(2), (3), (4), (6) and (7).

Section 3. The provisions of this AGREEMENT shall be binding on the parties for any new operations directed and controlled by the Employer to the extent that such operations involve employees within the Unit.

Section 4. Unit employees remain in the Unit covered by this Agreement while on loan or TAD, away from the Pearl Harbor Naval Shipyard and Intermediate Maintenance Facility and the provisions of this Agreement shall also be binding on the parties for operations outside the geographical limits of the Pearl Harbor Naval Shipyard and Intermediate Maintenance Facility, but only to the extent that the Employer has

discretionary authority and controls such operations.

Section 5. This AGREEMENT has been negotiated by the Council on behalf of all the employees in Unit One and shall be binding on them.

ARTICLE II ADMINISTRATION OF AGREEMENT

Section 1. This basic AGREEMENT and any supplement hereto, hereafter referred to as the AGREEMENT, shall be jointly administered by the Employer and the Council in accordance with the provisions of applicable existing and future laws and the regulations of appropriate authorities, including policies set forth in the Code of Federal Regulations; published Navy policies and regulations in effect at the time the basic AGREEMENT and any supplement thereto is approved; and by subsequently published policies and regulations required by law. The Employer will provide documents to the Council upon request in accordance with 5 USC, Chapter 71.

Section 2. In the joint administration of this AGREEMENT, the Employer and the Council shall consult with each other at mutually agreed upon times in accordance with the rights of the parties.

Section 3. Rights of Employer:

a. Subject to subsection b. of this section, nothing in this agreement shall affect the authority of the Employer to:

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

(2) in accordance with applicable laws --
(a) to hire, assign, direct, layoff and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

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

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

1. among properly ranked and certified candidates for promotion; or

2. any other appropriate source;
and

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

b. Nothing in this section shall preclude the Employer and Council from negotiating --

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

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

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

Section 4. Rights of Council. The Council has the exclusive right and responsibility to

represent all employees in the Unit without discrimination and without regard to labor organization membership. Representation functions include duties such as discussion, investigation (i.e. research), consultation, documentation, representation, and presentation with employee(s), management, fellow Council Representatives and/or third parties. Representational functions are authorized pursuant to or consistent with (1) Title VII of Public Law 95-454, (2) Title 5 United States Code, and (3) other applicable regulations or executive orders. These representational functions include but are not limited to the following:

a. Collective bargaining/negotiations on matters concerning personnel policies and practices; other matters affecting working conditions, including environmental issues.

b. Act for such employees and negotiate matters of personnel policies and practices and other matters affecting general working conditions of all employees in Unit One;

c. Negotiate upon request with the Employer at mutually agreed-upon times prior to the implementation of matters outlined in a. above; and

d. The opportunity to be represented at formal discussions between one (1) or more representatives of the Employer and one (1) or more employees in the Unit or their representatives concerning any grievance or any personnel policy or practice or other general conditions of employment; and

e. The opportunity to be present at any examination of any employee in the unit by a

representative of the agency in connection with an investigation if --

(1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(2) the employee requests representation.

f. Nothing in this contract shall preclude the Council from exercising its rights regarding the provisions of this agreement with the Federal Labor Relations Authority, General Counsel and/or any other agency as provided by 5 USC, Chapter 71.

Section 5. Rights of Employees.

a. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal. Each employee shall be protected in exercise of such right. Except as otherwise provided under 5 USC, Chapter 71 or other applicable laws, such right includes the right--

(1) To act for the labor organization in the capacity of a representative and the right in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress or other appropriate authorities, and

(2) To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this 5 USC, Chapter 71.

b. Nothing in this agreement shall be construed as a bar to any right the employee would otherwise be entitled to in the absence of such agreement, including the right to bring matters of personal concern to the attention of

their Congressional and other legislative representatives and appropriate officials of the Employer. This section does not apply to employees in the unit processing grievances in accordance with Article XIX, "Employee Grievance Procedure" or utilizing any other appeal procedure.

Section 6. Proposed Changes by the Employer. It is agreed that proposed changes in conditions of employment affecting bargaining unit employees and for which there is an obligation to bargain shall be accomplished by presenting a draft of the proposed change to the Council and affording the Council seven (7)calendar days in which to request a meeting to discuss the proposed change and/or request to negotiate the subject issue. Upon receipt of the proposed change, the Council agrees that, should it fail to request to negotiate within the prescribed time, the Employer may then proceed to implement the proposed change. Within fourteen (14)calendar days after requesting to negotiate, the Council will provide written proposals to the Employer. Negotiations will commence within seven (7)calendar days after the Employer receives the Council's written proposals. Should negotiations commence, normal conduct of negotiations governs, including third party proceedings. The foregoing does not preclude the Employer from implementing policies and procedures at any time it is deemed necessary to insure effective and efficient operations as mandated by §7101(b) of the Act. For example (but not limited to), the Employer may implement a change based on a national security issue.

Section 7. All Council initiated information requests made under the provisions of 5 USC

7114(b) (4) shall be submitted to the Administrative Support Division, Executive Staff Department. After determining that the requested documents are relevant, the Employer will provide the documents within fifteen (15) working days or provide a commitment date when the documents will be provided. If the Employer cannot reasonably determine the relevance of the union's request, then the Council must respond to inquiries, via formal meetings, to determine the relevance of the requested material.

Section 8. All Employees help create the climate for success in the shipyard by keeping the workplace productive and non-threatening. To this end, repeated verbal abuse or physical conduct that a reasonable person would find threatening, intimidating or humiliating will not be tolerated.

ARTICLE III COUNCIL REPRESENTATION

Section 1. The Council may designate persons of its choice to represent it in the administration of this Agreement and any rights granted to it by applicable law and regulations subject to and in accordance with other provisions of this Agreement. A complete, updated list of all such representatives and their areas of responsibility will be provided to the Employer on a quarterly basis, with any interim changes made known as soon as possible.

Section 2. Matters involving the administration of this Agreement or the day-to-day relations of the parties shall be processed through the offices of the Commander, Pearl Harbor Naval Shipyard and Intermediate Maintenance Facility,

and the President of the Council, or their designated representatives. The President of the Council, if an employee of the Shipyard, shall be granted time-allowed for eight (8) hours per day, five (5) days per week; for purposes of carrying out duties in connection with the matters covered by this Section.

Section 3. The Council may designate a Conference Committee of seven (7) members of the Council that will meet (normally once a month) with the Shipyard Commander or such other management officials as the Commander may designate. Conference committee meetings or other scheduled meetings will be held at the request of either party, with the concurrence of the other as to time and place, for the purpose of discussing appropriate matters of current concern.

The Council may name alternates to attend such meetings in the absence of regular committee members. A written agenda must be submitted by the requesting party at least five (5) working days before the requested or scheduled meeting, unless otherwise agreed. The agenda items will be limited to matters of general concern affecting significant groups of Unit One employees or the Council per se, or matters which have been presented to lower levels of management without successful resolution. Grievances or matters concerning individual grievances may not be included as an agenda item. When it is mutually agreed an agenda item requires further study or additional discussion with cognizant personnel, the item may be referred to an Ad Hoc committee of four (4) members, two (2) appointed by the Shipyard Commander and two (2) by the Council President.

The committee will conduct investigations and discussions as necessary to make a report of findings and recommendations for further consideration, if desired, by the Shipyard Commander and the Council President.

Section 4. The Council may designate a number of stewards (including Chief Stewards) which shall not exceed the ratio of one (1) to every hundred (100) Unit employees or major fraction thereof (more than fifty (50)) on each shift in any department or major trade division within a shop. For each department or major trade division within a shop, the Council may designate at least one (1) steward per scheduled shift regardless of the number of employees on the shift if there is at least one (1) employee on that shift. The Council may assign two (2) stewards, from amongst stewards already designated, to each project on each shift.

Furthermore, the Council may designate not more than fifteen (15) at-large stewards without regard to the foregoing limitations to serve specified areas where additional representation is needed in the Council's judgment. The Council may designate an alternate steward where necessary in the event any regular steward is temporarily unable to serve the designated area due to illness, vacation, temporary promotion, detail assignment, or TAD. Alternate stewards will be granted time allowed only when serving in the absence of a regular steward, which the alternate is replacing.

Section 5. Necessary non-employee representatives who are not elected officers of the Council may be designated by the Council President to represent the Council in matter of concern to it. Officers or duly designated

representatives of the Council, or its national officers, who are not employees of the Employer, will be admitted to the Naval Station subject to advance clearance by the Employer via the HRO for the purpose of authorized activities after meeting all Naval Station entry requirements. All non-employee representatives who desire to discuss labor relations matters with supervisors or management officials below the shop or division head level shall make prior arrangements for such discussion with the cognizant shop or division head, or his/her designee, directly or through HRO. Such visits shall be governed by National Security regulations and the Employer reserves the right to require that any such visitor be escorted by a representative of the Employer during his/her stay within the Base. Annual personnel badges and annual Temporary Vehicle Passes will only be issued to Elected Officials of the Council and those designated representatives who have an ongoing, bona fide requirement to visit the Naval Base. The Council will provide an updated list of these officials and representatives to the Employer via the HRO.

Section 6. Council Stewards shall restrict their activities to matters involving employees of the specific shop or office within the unit where authorized to act in behalf of the Council. This shall not prevent a steward from acting as a Council representative in other areas when appointed in writing by the Council President to such duties in accordance with this Agreement. Stewards are responsible for representing the interests of the employees in their assigned areas in meetings and discussions with management officials concerning work-

related matters. They shall be allowed to investigate and discuss employee complaints and grievances with employees who have pertinent knowledge of the matter at hand and with appropriate management officials for the purpose of contributing to the resolution of such on-the-job problems. Reasonable time during working hours ("time-allowed") will be granted to stewards for these activities subject to other pertinent provisions of this Article. Stewards and Council representatives shall not solicit complaints or grievances; however, they shall be allowed to meet with an employee with a complaint, listen and give full consideration to that complaint and assist in processing to completion any complaint or grievance found to have merit. Stewards or other Council representatives leaving their jobs to transact appropriate business during working hours will use only the time necessary to conclude such business.

The designated Council President and Chief Steward in each shop or office, or in the Chief Steward's absence, an alternate designated by the Council President, will be introduced to newly-hired employees in that shop or office at the New Employee Orientation meeting. At the time of introduction, the Chief Steward, or alternate, will be permitted to answer any questions asked by the employees regarding the contractual relationship of the Council.

Section 7. Appropriate stewards or Council representatives as designated by the Council President who are employees in Unit One will be permitted reasonable time during working hours for attendance at meetings with management officials of the Employer. Reasonable time

during working hours will also be granted such stewards or representatives for the purpose of preparing an agenda for formal meetings scheduled with officials of the Employer, when a written agenda has been required by such officials. The Council will guard against the excessive use of Government time in connection with such matters.

Section 8. Council Stewards, Chief Stewards and representatives who are employees in Unit One shall report to and obtain permission from the appropriate supervisor whenever they desire to leave their assigned work for the purpose of participating in any meeting or discussion referred to in Sections 6 and 7 above, and shall report back to their supervisor at the time they return to the job. A steward desiring to discuss a work-related matter with an employee shall also obtain permission from the employee's supervisor before interrupting the employee's work. The supervisor will normally grant such request unless workload conditions are such as to prevent release at the time requested. In such cases, the supervisor will inform the employee or the steward as soon as possible when permission will be granted.

An employee desiring to leave the job to discuss an appropriate matter with a steward shall obtain permission from the employee's supervisor before doing so, and will report to the supervisor upon return to work. To expedite the processing and resolution of complaints and grievances, cognizant supervisors will make prompt arrangements for requested meetings between employees and stewards which shall be held as soon as possible. In the event the immediate supervisor is not available, the

steward or employee shall seek permission from, or report their return to work to, the next higher level of supervision. When requesting time allowed, union stewards shall provide the supervisor with sufficient information to ensure accurate charging.

Section 9. Time off from work granted to stewards or other Council representatives shall not be used for discussion of any matters connected with the internal management or operations of the Council or any other employee organization, the collection of dues, assessments or other funds, the solicitation of memberships, campaigning for elective office in the Council or other employee organization, the distribution of literature or authorization cards.

Section 10. Council Stewards will normally not be transferred from one work shift or shop to another, unless required by the work situation. When releasing employees from a backshift due to workload, the Council Steward will be the last employee to be released from the shift. The Employer will notify the Council President of such transfers as far in advance as possible, except when such transfer is made at the steward's request. The Employer will not discriminate, retaliate, interfere with, restrain or coerce Council stewards or other representatives in the exercise of rights outlined in this Agreement.

Section 11. Space will be made available to the Council for use as an office to conduct Navy Labor Relations business. The use of such space shall be terminated if the Council loses exclusive recognition rights in the Shipyard. The rights of, and restrictions on, the parties

regarding use of such space shall be set forth in a separate Memorandum of Agreement.

Section 12. Training Sessions Sponsored by Labor Organizations.

a. At the start of each fiscal year, the Employer will provide a bank of official hours that is to be managed by the Council President or Designated Representative. These hours are provided for union representatives to attend union-sponsored training, workload permitting and will be fairly distributed to the extent practicable. The "bank" of official time in hours shall be determined by the total number of stewards authorized (rather than designated) in accordance with Section 4 of Article III Council Representation (chief stewards, stewards and at large stewards) as of 1 October of each fiscal year multiplied by sixteen (16) hours. Hours not used will not be carried over to the following year.

b. Subject to the same criteria and limitations in a. above, an employee who is a representative of a labor organization with assigned responsibilities under the Federal Wage System (FWS) may also be excused for the purpose of attending a training session sponsored by the labor organization concerning FWS policies and operations.

ARTICLE IV HOURS OF DUTY

Section 1. Establishment of, assignment to and/or changes to administrative and basic workweeks or workshifts shall be made in accordance with definitions and rules set forth in the following Sections.

Section 2. The administrative workweek means a period of seven (7) calendar days beginning at 0000 Sunday and ending at midnight the following Saturday.

Section 3. A basic workweek is defined as the five (5) consecutive workdays Monday through Friday during each of which a regularly assigned eight (8) hour shift shall be scheduled for each employee.

Section 4. To secure the maximum benefits of stable, standard workweeks and workshifts for all Unit employees and to meet the demands of planned and unplanned workload requirements, the parties agree that employees shall be assigned to a basic workweek of Monday through Friday on one of the following workshifts:

a. First Shift or Day Shift:

0630-1500 Lunch: 1100 - 1130 (30 minutes)

b. Second or Swing Shift:

1430-2300 Lunch: 1830 - 1900 (30 minutes)

c. Third or Graveyard Shift:

2230-0700 Lunch: 0230 - 0300 (30 minutes)

The Employer may establish permanent workweeks or workshifts in addition to or other than those listed above to meet mission requirements. The Employer will notify the Council of any planned change to the above workweek or workshifts; the

Council will be afforded an opportunity to negotiate the change to the extent required by law.

Section 5. Temporary adjustments to the basic workweek or workshifts to meet mission requirements.

Rule 5-1. As determined by the Employer, adjustments to the above workweek and/or workshifts may be made on a temporary basis when necessary for overall economy, efficiency, or mission requirement. Prior to the Employer's proposal to implement the adjusted workweek or workshift, the appropriate Council steward(s) shall be notified to meet, discuss and address any concerns/hardships due to the planned change. Assignments to an adjusted workweek or workshift will be terminated upon completion of the job assignment for which the workweek or workshift was adjusted. When the duration of temporary workweek or workshift will exceed ninety (90) calendar days, the Employer will replace those employees who request to return to the basic workweek or workshift.

Rule 5-2. The Employer shall notify employees affected by Rule 5-1 above as far in advance as possible but prior to the start of the administrative workweek (0000 Sunday).

Rule 5-3. Assignments to an adjusted workweek and/or shift will be terminated as soon as the need ceases.

Rule 5-4. The establishment of alternate work schedules (governed by the Federal Employees Flexible and Compressed Work Schedules Act) shall be negotiated with the Council in accordance with the Act and the Civil Service Reform Act.

Section 6. Compelling Personal Hardship. Employee requests to be accommodated with a different start time than those described in Sections 4 and 5 above OR, who request a change in workshift (e.g., move from first to second shift for more than three (3) weeks in duration) due to compelling personal hardship shall submit a written request to his/her respective immediate supervisor prior to the desired start date. The written request must include the reason, period of accommodation, an explanation of efforts being made to resolve the hardship to minimize seeking an adjusted (odd) shift or work shift in the future, and pertinent supporting documentation (e.g., medical report, school schedule, etc.). The employee's request will be forwarded with a recommendation to the respective Department/Office Head or Shipyard Production Superintendent for approval/disapproval. Approval of compelling personal hardship period shall not exceed six (6) months; employees must submit a request to extend the six (6) month period. Any accommodation of compelling personal hardship shall be terminated as the need for such accommodation ceases, when such situations can no longer be accommodated, or when duration of approval expires. An employee's request that has been disapproved by the Department/Office Head or Shipyard Production Superintendent will be forwarded, along with pertinent supporting documentation, to the Shipyard Commander or his/her designee for a final decision. Copies of compelling personal hardship requests will be provided to the Council for record purposes.

Section 7. Temporary Work Shift Adjustments from Second or Third Shifts to First Shift.

When it is impracticable to accomplish the below listed matters during an employee's regularly scheduled basic second or third workshift, an adjusted workshift may be established by the Employer for a temporary period of less than three (3) weeks but of the shortest possible duration. Every effort will be made to ensure that an employee is not in a work status for two (2) consecutive work shifts on a straight-time basis.

a. Participation in grievance appeals, disciplinary and other official hearings, investigations, and committee meetings sanctioned by labor and management.

b. Participation in training and to undergo physical examination.

c. Participation in reserve training activities.

d. Performance of court duties in which court leave is granted in accordance with Article IX.

e. To permit employees assigned to the second or third shifts to clear the Shipyard during the first shift working hours on their last day of work.

f. To permit employees who work odd hours in order to attend educational institutions to revert to a basic workshift during vacation periods and/or non-school days.

g. Requalification tests and driver's tests (e.g., Commercial Driver's License (CDL)) required in connection with the performance of duties as specified in position descriptions and do not include Hawaii State Driver's license.

h. To permit employees with compelling personal hardship situations that is not expected to last more than three (3) weeks.

i. Night shift differential entitlement in the situations listed above will be followed as prescribed in 5 CFR Part 550 or 551.

Section 8. Shift Rotation. Unless otherwise provided in this Agreement, assignments of employees from one workshift to another workshift shall be made in accordance with the following rules:

Rule 8-1. Seniority, based on an employee's Service Computation Date (leave SCD), will be used for purposes of shift changes.

Rule 8-2. Employees may volunteer for assignments to other shifts by submitting an Employee Shift Assignment Request Form to their immediate supervisor to submit to the respective Production Resource Manager. Such forms may be submitted at any time the employee is eligible to submit such forms and will remain in effect until withdrawn by the employee, or the expiration of one (1) year, whichever occurs first. To be eligible, an employee must serve sixty (60) calendar days on first shift prior to submitting a request. All shift rotations will take place on the first Sunday of the pay period of the month or on the first day of the start of the workweek of each month, except that an employee who would normally return to the first shift may be extended to complete a job based on his/her qualifications as determined by the Employer to maintain job continuity. All employees affected by shift rotation will be notified thirty (30) calendar days prior to the shift change.

Rule 8-3. Qualified employees who volunteer for second or third shifts shall be rotated from the first shift to the requested shift on a ninety (90) calendar day basis. Assignment

shall be made starting with the numbers required by the Employer in the direct order of seniority based on SCD. Eligible employees who subsequently volunteer for shift rotation shall be placed on the volunteer list in the order their requests are submitted. The provisions of this rule shall not be construed to require the Employer to assign any particular number of employees to a shift.

Rule 8-4. If there is an insufficient number of qualified volunteers to meet the needs of the work situation, the Employer will assign qualified non-volunteer employees as determined by the Employer to the second or third shift in the inverse order of seniority based on SCD from a group of work centers under the assigning Division Head or Production Resource Manager. Involuntary assignments to the second or third shift shall not exceed ninety (90) calendar days unless an employee volunteers for an extension or a need continues to exist for that particular employee's skill and qualifications and no other qualified employee is available. Such involuntary assignments shall be from among all qualified employees under the assigning Division Head or Production Resource Manager before a second involuntary assignment may be given. Shift rotation information will be maintained by the Production Resource Manager and made available to the Chief/Shop Steward, upon request.

Rule 8-5. Qualified employees are defined as those who, as determined by the Division Head or Production Resource Manager, possess the required skills and job qualifications and, in the case of assignments to second or third shift, knowledge of the Shipyard and Shipyard

operations, and the ability to perform satisfactorily under the limited supervision available on such shifts. Demonstrated lack of the above abilities may be cause for the Employer to pass over an employee in making assignments to the second or third shift in accordance with the above rules or to remove an employee from the second or third shift.

Rule 8-6. Decrease of Second or Third Shift Work. Should workload decrease, employees whose services and/or skills/qualifications are no longer required shall be returned to the first shift in the following order:

a. Volunteers.

b. Employees with ninety (90) calendar days or greater on the respective shift will be returned, starting with the employee with the most time on the shift (except for those in d and e below). Seniority shall be used as the tie-breaker.

c. Employees with less than ninety (90) calendar days on the respective shift starting with the employee with the least amount of time on the shift (except for those in d and e below).

d. Employees with compelling hardship.

e. Grandfather(s).

f. Union steward.

Rule 8-7. Grandfather Clause. Employees working voluntarily and continuously, from 26 November 1972, the date of establishment of percentage differentials for night work, to the effective date of this Agreement shall be permitted to remain on their shifts until they either request a change or are required to change for work-related reasons. Should the need for manning on the second or third shift

again be required, these employees shall have the first opportunity to be assigned, if qualified.

Section 9. Night Shift Differential. For purposes of determining night shift pay differential entitlement, all assignments from the third shift to the second shift or from the second or third shift to the first shift, shall be considered a regular shift change and the previously paid differential shall be terminated on the starting date of the new assignment. The foregoing does not apply to those changes set forth in Section 7 (Temporary Work Shift Adjustments from Second or Third Shifts to First Shift) and the applicable differential shall continue to be paid during such temporary assignments to the first shift or shift with a lower differential for a period not to exceed ten (10) work days. For court leave and management-directed training, night shift differential will continue for the duration of the temporary assignment and will terminate when an employee is released from the shift.

Section 10. Lunch Periods. Changes in the regularly scheduled lunch periods of employees to meet scheduled production requirements or emergencies shall be made in accordance with the following rules:

Rule 10-1. An alternate period of equal duration may be scheduled to begin not more than one (1) hour prior to or later than the starting time of the employee's regularly scheduled lunch period.

Rule 10-2. An employee's regularly scheduled lunch period may be cancelled entirely. If an employee's lunch period is cancelled, the supervisor shall, at the employee's option with

supervisory approval, shorten the workshift as workload permits or pay overtime compensation, but not both. Whether overtime compensation is provided or the workshift is shortened, the supervisor may allow the employee to eat on the job if it does not interrupt or delay the work in progress or cause a safety concern. If an employee is allowed to eat on the job and does not have food available at the jobsite, the supervisor shall arrange for the employee to obtain food at the employee's expense.

Section 11. Reporting to the Job Site. Assignments by immediate supervisors of reporting places and job sites shall be made in accordance with the following rules:

Rule 11-1. Employees shall be assigned locations where they are to report, ready to work in proper clothing, or to pick up personal and/or Government tools at designated tool storage areas if tools are needed for the job assignment, at the start of their regularly scheduled basic workshift; provided this location may be changed from time to time by their supervisors.

Rule 11-2. Employees directed by their supervisors to report at a designated location at a specific time prior to the start of their regularly scheduled basic workshift will be compensated for such time in accordance with applicable pay regulations.

Section 12. Government and Personal Tools. Drawing out and returning Government and personal tools and equipment from places of issue and designated storage areas shall be accomplished in accordance with the following rules:

Rule 12-1. All tools, equipment, and material will be withdrawn or returned during working hours. Employees will be permitted reasonable time for the storage of all tools or equipment in their possession in the place and manner prescribed by the Employer.

Rule 12-2. Employees who have had their reporting places changed or have been assigned to report to a specific job site shall be allowed to move personal and/or government tools and equipment to an approved storage area nearest to the changed location on Government time.

Rule 12-3. Employees will not be held responsible for the loss or damage of Government tools or equipment when employees have secured such tools or equipment as prescribed by the Employer. This provision does not apply when an investigation conducted by the Employer concludes the employee was directly responsible for such loss or damage.

Section 13. Time for Personal Cleanup.

Rule 13-1. In accordance with accepted standards of health or the type of work performed, reasonable time as determined by the Employer will be provided to employees prior to their lunch period for purposes of removing from their persons toxic or hazardous substances determined by applicable regulations or the Employer to be injurious to the employee's health.

Rule 13-2. Prior to lunch and at the end of each shift, employees will be permitted reasonable time, when considered necessary and as determined on a daily basis to suit job conditions, for any required personal cleanup.

ARTICLE V
OVERTIME AND COMPENSATORY PAY

Section 1. Overtime work is defined as work in addition to forty (40) hours per week or eight (8) hours per day whether paid for in money or compensatory time.

a. Regular Overtime (Scheduled) is defined as overtime work that is part of an employee's regularly scheduled administrative workweek and is scheduled in advance of the administrative workweek. If the supervisor should have scheduled the overtime but failed to do so, the overtime may still be considered as scheduled overtime if the supervisor had knowledge of the specific days and hours of the work requirement in advance of the administrative workweek and had the opportunity to determine which employees had to be scheduled, or rescheduled, to meet the specific days and hours of the work requirement.

b. Irregular Overtime (Unscheduled) is defined as overtime work which is not scheduled in advance of the administrative workweek in which it occurs and could not have been scheduled as per paragraph a above.

c. Occasional Overtime is defined as overtime work which is infrequent in occurrence, such as once every two (2) years or twice a year. Occasional overtime may be scheduled either in advance of or during the administrative workweek.

d. Wage Grade employees receive overtime pay of one and one-half (1 1/2) times the rate of pay for their rating. Per Section 1610 of Public Law 104-201 within the Department of Defense, wage grade employees may earn compensatory time

in accordance with rules governing such earnings.

e. General Schedule (GS) employees whose rate of basic pay is at or below the maximum rate of basic pay for GS-10, may be granted payment of compensatory time if requested; however, GS employees non-exempt from the Fair Labor Standards Act (FLSA), may not be required to take compensatory time off instead of receiving payment for overtime work. FLSA exempt GS employees whose basic rate of pay is above the maximum rate of GS-10 shall accrue eighty (80) hours of compensatory time prior to receiving payment for overtime work, unless determined by the department or shop head and authorized by the Shipyard Commander to be infeasible due to workload or budgetary constraints. A combination of overtime pay and compensatory time in a single work day is not allowed.

f. Compensatory time may not be granted for overtime work which is not irregular or occasional, or for work, if paid for, would result in an employee's total earnings in a pay period exceeding the maximum scheduled rate for GS-15. Any compensatory time earned on or after 8 June 1997 must be used within twenty six (26) pay periods or it will be paid at the overtime rate at which it was earned.

g. Except as provided in NAVSHIPYDPEARLINST 12410.3L or its successor, overtime or compensatory time may not be paid while an employee is assigned to training.

h. The foregoing provisions are subject to the provisions of the Fair Labor Standards Act, Title 5 of the United States Code and Title 5, Part 410, of the Code of Federal Regulations.

Section 2. The assignment of overtime work is a function of management, and management officials are required to keep overtime work to a minimum consistent with accomplishment of the Employer's mission.

Section 3. Overtime work shall be assigned in accordance with the following rules:

Rule 3-1. Overtime work assignments shall be distributed as equally as practicable among all qualified employees.

Rule 3-2. Overtime work shall not be assigned to employees as a reward or penalty, but may be assigned to correct an omitted assignment or as a redress awarded in a grievance decision. The hours of overtime paid as backpay shall be credited to an employee as having worked overtime.

Rule 3-3. Voluntary Assignment for a Continuing Job. When it becomes necessary to continue work on a particular job on an overtime basis, the assignment to work the job will be first made to qualified volunteers among the employees under the assigning supervisor who have been working on the same job, on the same shift, for the majority of the workweek. If there are more volunteers than are needed, the job will be assigned to the volunteer(s) with the lowest accrued overtime as indicated on the most current overtime report (SUPDESK or its most current version) distributed within the Shop/Project/Office. If there is an insufficient number of volunteers under the assigning supervisor, overtime will be assigned to qualified volunteers with the lowest accrued overtime who worked the job during the workweek in the following order:

a. those still on the Project (or Division for Support Codes) then

b. those returned to the Resource Shop (or Department for Support Codes).

Where supervisors know in advance that a particular job has overtime involved, employees will not be arbitrarily reassigned to preclude them from being assigned the overtime.

Rule 3-4. New or Emergent Overtime Work. For new or emergent overtime work, the assignment of overtime will be first made to qualified volunteers under the assigning supervisor with the lowest accrued overtime.

Rule 3-5. If Rules 3-3 and 3-4 above do not provide sufficient volunteers, qualified volunteers shall be considered for selection in the following order for Projects: 1) Zone Manager; 2) Assistant Project Superintendent; and 3) Resource Shop starting with the volunteer with the lowest accrued overtime. If there are still insufficient qualified volunteers following these procedures, employees under the assigning supervisor shall be assigned to work the overtime starting with those who worked the job during the workweek and on the shift the overtime job is assigned. If there is still an insufficient number of volunteers, qualified employees will be assigned in the above order, i.e., Zone Manager, Assistant Project Superintendent and Resource Shop.

For non-production codes, assignment of overtime, when there are insufficient volunteers, will be made in order of lowest overtime accrued among qualified employees in the following order: assigning supervisor, division and department.

Rule 3-6. In the event of compelling need such as special job requirements, supervisors may take into consideration such factors as the relative skill and ability of available employees, specialized training, knowledge of the particular type of work involved, and health/fatigue indications.

Rule 3-7. Employees on excess or forced leave taken at the direction of the Employer shall be considered with all other employees eligible for consideration for overtime assignment, unless such employees request excusal from such consideration.

Rule 3-8. The expressed desires of employees to receive overtime work assignments, or not to receive such assignments, will also be considered; however, the above factors will take precedence. Overtime volunteer sign-up lists will be established for this purpose. As a minimum, each list shall include: 1) the period of time which the list shall apply and 2) a deadline for sign up of 0700 hours on Wednesday prior to the date of overtime. Lists shall be posted on all projects and resource shops in areas accessible to employees.

Section 4. Employees assigned to overtime work will be given as much advance notice of such assignments as possible. Upon reasonable and timely request, the appropriate supervisor will normally relieve an employee of an overtime assignment provided another qualified employee is available and has expressed to the supervisor his/her willingness to work. Employees working on jobs for which a request for overtime has been made shall be given tentative notice of such fact, as soon as practicable and advised that overtime assignments may be forthcoming.

The giving of such notice shall not be construed as being a guarantee that an assignment will be made.

Section 5. Irregular or occasional work required of an ungraded employee outside the regular days or shift hours of the employee's basic workweek shall be accomplished as overtime work except under the special circumstances referred to in 5 CFR Part 550 (Standby Duty). The employer will endeavor to ensure that no employee will be required to work two (2) continuous straight-time shifts.

Section 6. In no case shall an employee be required to work more than sixteen (16) hours in a twenty four (24) hour period, except in those situations where the completion of the job or the nature of the work makes it imperative that the employee, who possesses the necessary skills and qualification, continues on the job for a longer period. If an employee's release from the job is within twenty four (24) hours of the employee's next scheduled workshift, the employee shall be granted administrative leave at the rate of two (2) hours for each hour in excess of sixteen (16) hours. Such administrative leave shall not exceed a maximum of eight (8) hours and is to be taken at the earliest opportunity within twenty four (24) hours of the employee's release from the job, otherwise any unused leave shall be forfeited after the twenty four (24)th hour.

Section 7. Employees who are called-in and report to work at a time outside of, and unconnected with, their scheduled hours of work within the basic workweek to perform unscheduled overtime work of less than two (2) hours' duration, will be paid a minimum of two (2)

hours of overtime pay for each such "call back," even though no work, or less than two (2) hours' work, is actually performed.

Section 8. A computer report (SUPDESK or its most current version) containing a cumulative listing of overtime worked by Unit employees shall be available in their shop, office or department. This listing shall be updated every two (2) pay periods. Council Chief Stewards will be allowed ready access at all times to the listing and other stewards and employees shall be allowed to review the listing in connection with specific problems or complaints concerning overtime distribution.

Section 9. When necessitated by the workload, the Employer may depart from the regular three-shift schedule and establish extended shifts of approximately ten (10) to twelve (12) hours duration. The Employer agrees to consult with the Council President prior to implementing such extended shifts.

Section 10. The provisions of Sections 10 through 13 of Article IV, Hours of Duty, shall also apply to overtime assignments.

ARTICLE VI HOLIDAYS

Section 1. The following days are treated as holidays for purposes of pay and leave:

New Year's Day,
January 1

Labor Day,
1st Monday in
September

Martin Luther King
Jr.'s Birthday, 3rd
Monday in January

Columbus Day,
2nd Monday in
October

Washington's
Birthday, 3rd
Monday in February

Veterans Day,
November 11

Memorial Day,
last Monday in May

Thanksgiving Day,
4th Thursday in
November

Independence Day,
July 4

Christmas Day,
December 25

Any other day designated as a holiday by Federal statute, Executive Order or Proclamation.

Section 2. Holidays will be observed as non-work days to the extent practicable consistent with workload and manpower requirements as determined by the Employer. Subject to applicable regulations, when a holiday falls on a day which is outside the employee's basic workweek, that is, on one of employee's regular non-workdays, the workday which is considered to be the employee's holiday will be determined by governing regulation.

Section 3. Pay for holiday work shall be computed in accordance with applicable laws and regulations. Any work performed on a holiday outside of the employee's scheduled tour of duty will be paid at the appropriate overtime or compensatory time rate.

Section 4. When it becomes necessary to work a particular job on a holiday, the following shall apply in the assignment of holiday work.

Holiday work assignments will be made in the following order:

Rule 4-1. Voluntary. When it becomes necessary to work on a particular job on a holiday basis, volunteer employees will be assigned to such holiday work starting with the employee who has been working on the same job during regular shift hours. Volunteers will be assigned to work the holiday starting with the qualified employee under the assigning supervisor with the lowest accrued overtime as indicated on the most recent overtime report (SUPDESK or its most current version) distributed within the Shop/Project/Office. If there is an insufficient number of volunteers under the assigning supervisor, assignment of qualified volunteers with the lowest accrued overtime will be made in the following order:

a. employees still on the Project (or Division, for support codes)

b. employees returned to the Resource Shop (or Department, for support codes).

Where supervisors know in advance that a particular job will be worked on a holiday, employees will not be arbitrarily reassigned to preclude them from being assigned the holiday hours.

When a volunteer is assigned a job that is required to be worked on a holiday immediately before or after a weekend, the employee will work the weekend overtime unless a replacement is found.

Rule 4-2. Involuntary. Holiday work, when employees in Rule 4-1 above elect not to work, will be assigned to qualified nonvolunteers under the assigning supervisor to whom the job is assigned in inverse order of seniority.

However, a less senior employee will not be required to work if:

a. the employee previously worked as a non-volunteer on a holiday within the current leave year, and

b. there are other qualified non-volunteers under the assigning supervisor who have not work as a non-volunteer for a holiday for the current leave year.

When a non-volunteer is assigned a job that is required to be worked on a holiday immediately before or after a weekend, the employee will work the weekend overtime unless a replacement is found.

Rule 4-3. In the event of compelling need such as special job requirements, supervisors may take into consideration such factors as the relative skill and ability of available employees, specialized training, knowledge of the particular type of work involved, and health/fatigue indications.

Rule 4-4. If the Employer is requested or directed by higher authority, or other commands having authority to assign work to the Employer, to work a particular job on a holiday, or if such work becomes necessary due to inclement weather, breakdown of equipment or other emergencies or acts of God, the order of selection set forth in Rules 4-1 through 4-3 above, need not be followed. However, whenever possible, the Employer will give such notice and use the above order of selection.

Rule 4-5. An employee assigned to duty on a holiday and who reports for such duty is entitled to pay for at least two (2) hours of holiday work whether or not any work is performed.

Rule 4-6. The Employer will make every effort practicable to provide as much advance notice as possible to those employees who will be required to work on holidays.

ARTICLE VII **ANNUAL LEAVE**

Section 1. This article represents the parties' agreement on annual leave. Additional information on annual leave is contained in NAVSHIPYD&IMFPEARLINST 12630.1D (or its most current revision), which was negotiated with the Council. The Employer will make no changes to that instruction before affording the Council the opportunity to bargain, in accordance with Article II.

Section 2. Employees shall accrue annual leave in accordance with applicable rules and regulations. Employees may schedule annual leave in accordance with the following rules, subject however, to the Employer's right to further schedule, cancel or schedule such leave to meet mission requirements.

Rule 2-1. To allow every employee an annual vacation period of extended leave for rest and recreation, and to assist the Employer in the orderly reduction of excess leave, in January of each year, employees shall submit requests for annual leave of one or more weeks duration. Such requests shall be submitted to the Resource Shop Superintendent's Office or for Support Codes to the immediate supervisor.

Rule 2-2. When the Employer's mission requirements result in conflicts in employees' requests for vacation periods made in accordance with Rule 2-1, above, they shall be resolved by

granting dates on a rotating basis from year to year in each shop or office beginning initially with the employee having the most seniority based on Service Computation Date (SCD).

Rule 2-3. The Employer will, within a reasonable time after receipt of the leave request, inform the employee of approval or disapproval by marking the leave request accordingly. However, such notification will not be later than 28 February for those requests received in January. If a leave request is disapproved the notification shall give the reason for the disapproval and, if practical, suggested alternate dates. Shop or Department Heads will ensure that a listing of approved vacation schedules is developed and issued to the Council after 28 February.

Rule 2-4. Once made, requests for vacation periods may not be changed by the employee, except in the event of circumstances beyond the control of the employee, in which case the employee will be allowed to select another available period.

Rule 2-5. Once approved, requests for vacation periods normally will not be changed unless determined by the Employer to be in conflict with mission requirements, manpower requirements or budget, and a reasonable effort has been made to resolve the conflict, in which case the employee will be allowed to select another available period.

Rule 2-6. Employees' requests for annual leave, other than those made under Rule 2-1, above, shall be made as far in advance as possible, but normally not later than the day prior to the day for which leave is requested. Such leave may be granted subject to the

Employer's mission requirements. The Employer (normally the supervisor) will inform the employee as soon as possible whether or not the request is approved, and if not, the reasons therefore. Conflicts in such requests shall be resolved on a first-requested, first granted basis.

Rule 2-7. An employee who is prevented from reporting to work may request annual leave by notifying the employee's immediate supervisor, or other designated person, in person or by telephone, or other means, of the employee's impending absence, together with reasons therefore, as soon as possible (Note: employees are encourage to call-in fifteen (15) minutes prior to the start of the day shift) but not later than two (2) hours after the start of the day shift, or if on a night shift, not later than one (1) hour prior to the start of the night shift from which the employee expects to be absent, except when circumstances beyond the control of the employee make such notification impossible, in which case the employee, or other responsible person, shall give notice when circumstances permit. Up-to-date information regarding reporting procedures and requirements will be posted in each shop and office on Official Bulletin Boards.

Rule 2-8. The giving of notice for annual leave in accordance with Rule 2-7 above does not mean that the leave is automatically approved, nor shall the failure to give such notice, when extenuating circumstances prevail, be cause for the Employer to deny a request for annual leave.

Section 3. Forced leave is defined as the use of accrued annual leave taken at the order of

the Employer to meet mission requirements in accordance with the following rules:

Rule 3-1. The Employer will notify the Council as far in advance as possible when the use of forced leave becomes necessary.

Rule 3-2. The Employer will first call for volunteers, who will be the first to be placed on forced leave and who will still be subject to Rule 3-3 below if the need for forced leave is still required.

Rule 3-3. If insufficient volunteers are available, non-volunteers will then be selected by assigning leave in increments of forty (40) hours to employees who have accrued leave in excess of one hundred twenty hours (120), and in increments of twenty-four (24) hours to employees who have one hundred twenty (120) hours or less to their credit, beginning with the employee in each affected job or skill category who has the highest amount of accumulated annual leave.

Rule 3-4. After being placed on forced leave involuntarily for one increment, an employee will not be placed on such leave for an additional increment until all qualified employees, in the same job or skill category, eligible for forced leave have been placed on leave for one increment.

Rule 3-5. Non-volunteers will be given at least seventy-two (72) hours advance notice except when decisions or occurrences beyond the control of the Employer intervene.

Rule 3-6. An employee required to work because of the need for the employee's special skills or knowledge or qualifications for special on-going work assignments shall be temporarily exempt from forced leave until that

particular job or skill category is no longer required. At that time the employee shall immediately become subject to all provisions of this Section.

Rule 3-7. An exception to the foregoing rules will be granted to an employee who has submitted a bona-fide vacation leave request for vacation outside the State of Hawaii to the employee's supervisor, in accordance with Rule 2-1, above, at least thirty (30) calendar days prior to the notice being given to the Council, in accordance with Rule 3-1, above, and the start of such vacation leave will be not later than ninety (90) calendar days after the date forced leave is to begin, provided, however, that adequate work exists for other employees in the Unit which precludes furlough of such employees.

Rule 3-8. A listing of all employees exempted from forced leave under Rules 3-6 or 3-7 above will be provided to the Chief Steward or designee of the affected shop or office as early as possible. Any disputes concerning the exemption shall first be resolved by the Shop Superintendent/Division Head and Chief Steward or designee; however, disputes that cannot be resolved shall be forwarded to the Department Head and Council President, or their designees, for resolution.

Section 4. Annual leave which has not been scheduled as vacation periods in accordance with Rule 2-1 above, or has not been voluntarily scheduled by employees for other times, and which will be forfeited if not used by the end of the leave year, may be scheduled at the Employer's discretion. Consideration will be given to employees' requests when such

scheduling becomes necessary. As an alternative, employees may choose to donate such leave to eligible recipients in the Leave Transfer Program in accordance with program rules.

Section 5. If for any reason the Employer schedules or effects a shutdown of all or a portion of the Shipyard, the Council will be notified as far in advance as possible prior to the announcement should there be a shutdown. Except for holiday closure/curtailment, the Council may request to negotiate the impact and implementation of the shutdown in accordance with the Civil Service Reform Act and applicable law. The Council may call a meeting if it discovers an error of fact or issue of fairness. The parties shall meet to discuss the concerns. If the parties find there has been an error of fact or issue of fairness in regards to the flow chart, Appendix V, the parties will meet to negotiate/workout the selection. Negotiations in regards to the holiday closure is defined as a meeting between the parties with the intent to resolve conflicts in selection of personnel.

Every effort will be made to provide work that needs manning during such shutdown for employees not having annual leave to their credit. If work cannot be provided for such employees, annual leave may be advanced, upon request, to the extent permitted by regulations.

Section 6. Excess annual leave lost because of administrative error, sickness, or the exigencies of the public business, may be restored provided the leave was requested and scheduled at least three (3) pay periods before the end of the leave year and other criteria are met in accordance with applicable regulations.

ARTICLE VIII

SICK LEAVE

Section 1. This article represents the parties' agreement on sick leave. Additional information on sick leave is contained in NAVSHIPYD&IMFPEARLINST 12630.1D (or its most current version), which was negotiated with the Council. The Employer will make no changes to that instruction before affording the Council the opportunity to bargain in accordance with Article II.

Section 2. Employee shall accrue sick leave in accordance with applicable laws and regulations. The Employer and the Council urge employees to conserve sick leave so that it will be available in case of an extended illness.

Section 3. Employees shall be granted sick leave, if available, when they are absent from work because of bona-fide illness or injury or in other circumstances outlined by regulations permitting the granting of sick leave, such as for care of an immediate family member, adoption, etc.

Section 4. Granting of sick leave will be accomplished in accordance with the following rules:

Rule 4-1. An employee who is prevented from reporting to work because of reasons referred to in Section 3 above, shall notify the employee's immediate supervisor, or other designated person, in person or by telephone or other means, of the employee's impending absence together with reasons therefore, as soon as possible but not later than two (2) hours after the start of the day shift, or if on a night

shift not later than one (1) hour prior to the start of the night shift from which the employee expects to be absent, except when circumstances beyond the control of the employee make such notification impossible, in which case the employee, or other responsible person, shall give notice when circumstances permit. Up-to-date information regarding reporting procedures and requirements will be posted in each shop and office on Official Bulletin Boards.

Rule 4-2. The giving of notice by an employee does not in and of itself mandate approval by the Employer of a request for sick leave, nor shall the failure to give such notice, when extenuating circumstances prevail, be cause for the Employer to deny a request for sick leave.

Rule 4-3. When an employee's absence under this Article extends from one (1) workweek to another, the employee shall give additional notice of absence on the first regular workday of each week thereafter, except when the Employer has been notified by an employee's physician that the employee will be absent from work for an extended period.

Rule 4-4. When an employee is sent home for medical reasons by the cognizant supervisor, the Shipyard Dispensary, or other medical authority, the employee, if still incapacitated the following day, shall give the notice required in Rule 4-1 above, on the next day and shall give the notice required in Rule 4-3 above, if the incapacitation extends beyond the start of the next week.

Rule 4-5. Notices from employees given under this Section shall include information as to the possible duration of the absence if

known, where the employee may be contacted if the employee will not be at the employee's usual place of residence.

Rule 4-6. An employee desiring sick leave to cover a reasonable period of absence for physical examination, treatment, optical or dental work, shall complete an application on Standard Form 71 (Application for Leave) or electronic mail with confirmed receipt, as far in advance as possible. The leave request shall give the name of the practitioner and the date and time of the appointment. The employee shall not be absent for this purpose without having first received permission to do so. Employees shall be encouraged to schedule appointments for medical, dental, or optical examination or treatment outside working hours or on non-workdays.

Rule 4-7. Except for Rule 4-6, employees requesting sick leave must make application for sick leave on Standard Form 71 and submit it to the immediate supervisor within the first two (2) days following return to duty.

Rule 4-8. Management may grant leave only when the need for sick leave is supported by administratively acceptable evidence. Application for sick leave for periods in excess of three (3) workdays must be supported by a signed statement verifying illness from the office of a medical doctor or other medical practitioner licensed by the state of Hawaii. For situations in which an employee has a medical history established by a medical doctor of a chronic illness, such as chronic respiratory ailments, the employee may submit in place of a certificate, a written signed statement explaining the nature of the illness

and why such illness did not require the services of a physician or other licensed medical practitioner.

Rule 4-9. Management may also require a medical certificate or other administratively acceptable evidence or medical certification for as to reason for absences of three (3) workdays or less when management determines it is necessary.

Rule 4-10. An employee must provide administratively acceptable evidence or medical certification for sick leave no later than fifteen (15) calendar days after return to duty. If it is not practicable under the particular circumstances to provide the requested evidence or medical certification within fifteen (15) calendar days after return to duty or date of request despite the employee's diligent, good faith efforts, the employee must provide the evidence or medical certification within a reasonable period of time under the circumstances but no later than thirty (30) calendar days from return to duty or date of request. An employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave.

Section 5. Verbal warnings and letters of requirement regarding use of sick leave shall be processed in accordance with the following rules:

Rule 5-1. Verbal warnings and/or letters of requirement will be given only to employees whom the Employer has just cause to believe are abusing the use of sick leave.

Rule 5-2. Documenting evidence, including records of leave usage, used by a supervisor in

arriving at a determination to issue a verbal warning and/or a letter of requirement shall be made available for inspection by the employee and the Council steward, if one is designated, sufficiently prior to scheduling a meeting to allow the employee to secure, if desired, documentary evidence in support of the involved absences.

Rule 5-3. The immediate supervisor shall discuss the matter with the employee and/or a Council representative, if designated, and provide the employee an opportunity to submit evidence or an explanation of the absences. During this meeting, the Employer may request that the employee submit a medical certificate to substantiate sick leave due to claimed illness.

Rule 5-4. Based on the discussion described in Rule 5-3 above, a warning and/or letter of requirement (if warranted) shall be provided and should include at a minimum, the reasons for the warning and/or letter of requirement, the correction expected and the period within which such correction is expected to be accomplished. Such period shall not exceed six (6) months.

Rule 5-5. If a letter of requirement is warranted as described in Rule 5-4 above, it will also inform the employee of the starting date of the requirement and any provisions for review of the notice and shall explain fully the reasons for believing the employee is abusing his/her sick leave benefit. Such letter of requirement shall be reviewed at least annually by the supervisor to assure that the requirement for medical certification is not unduly extended. At the request of the employee concerned, the supervisor will review the

employee's record at any time after six (6) months from the date of the notice or the date of the last review, whichever is later, and notify the employee of the result of the review. If the employee shows the expected improvement, the letter shall be withdrawn.

Section 6. When an employee suffers illness or injury during a period of annual leave, the employee may request that the annual leave be changed to sick leave during such period of illness or injury.

ARTICLE IX OTHER LEAVE AND ABSENCE

Section 1. This article represents the parties' agreement on leave other than annual and sick leave. Additional information on such leave is contained in NAVSHIPYD&IMFPEARLINST 12630.1D (or its most current version), which was negotiated with the Council. The Employer will make no changes to that instruction before affording the Council the opportunity to bargain in accordance with Article II.

Section 2. Leave Without Pay (LWOP). Leave without pay is defined as the temporary nonpay status for the absence of an employee when requested by the employee and approved by the Employer.

a. Employees may be granted LWOP in accordance with applicable laws and regulations. Such LWOP shall not exceed a period of one (1) year for each application.

b. When given adequate advance notification in writing that an employee in the Unit has been elected or appointed to a union office or as a

delegate to any union activity requiring a leave of absence, such employee shall be granted annual leave and/or LWOP whenever possible consistent with regulations and workload requirements. Administrative leave will not be granted for such purposes.

c. An employee will be granted LWOP in any of the following situations:

(1) If the employee is a disabled veteran requiring medical treatment.

(2) If the employee elects to use LWOP in lieu of sick or annual leave as provided for under the laws covering injury compensation.

(3) If the employee had applied for Disability retirement and had exhausted all annual and sick leave to his/her credit and is pending approval of his/her request for disability retirement.

(4) If the employee is a reservist ordered to active duty for training.

(5) If the employee is entitled to LWOP, not to exceed a total of twelve (12) weeks during any twelve (12) month period, under the provisions of the Family Medical Leave Act (FMLA).

d. Employees who are absent on extended LWOP for periods up to one (1) year shall be entitled to all rights and privileges afforded by governing regulations.

Section 3. Court Leave is defined as the authorized absence without charge to leave or loss of pay of an employee summoned from a pay status for jury duty, or for attending judicial proceedings in a non-official capacity as a witness on behalf of a Municipal or State Government, or the Federal Government, or on behalf of a private party to which the United

States, or a State or Municipal Government is a party.

a. When an employee is called for jury duty in a State or Federal Court or as a non-official witness on behalf of a Municipal or State Government, or the Federal Government, or on behalf of a private party to which the United States, or a State or Municipal Government is a party, the Employer will grant court leave whenever consistent with regulations and workload requirements. When an employee is called for the above duties, he/she shall promptly notify the Employer of his/her summons for court service.

b. An employee summoned for court duties shall report to work in situations in which the employee is instructed by the summons to call the court code-a-phone at a time after the start of the employee's workshift to confirm whether the employee is to report for court duties later that day.

c. An employee who is released from court duties more than four (4) hours before the end of his/her shift must report to work the balance of the shift. For an employee released four (4) hours or less before the end of his/her, the supervisor shall determine whether the employee is required to report to work. Normally, the supervisor would not require the employee to report to work in situations where the employee would arrive at work less than two (2) hours prior to the end of the shift. However, the supervisor may require the employee to report to work within two (2) hours prior to the end of the shift in the following situations, including but not limited to: unplanned or emergent work

or a particular qualification/skill is needed and no other employee is available.

d. Upon completion of jury or witness service, the employee shall present to the Employer a signed jury or witness service time card or other satisfactory evidence from the Clerk of the Court showing the time served and any amount paid the employee, if any, as jury or witness fees. When any such fees were paid, the employee will be referred to the Customer Service Representative (CSR) Office of the Employer for the purpose of turning over such fees to the Treasury of the United States.

e. An employee is permitted to keep any excess of the jury fee over the amount of compensation due.

f. An employee on LWOP is not entitled to court leave. In such cases, the employee may retain all fees received from the Court for his/her services.

g. An employee summoned for jury or witness duties while on annual leave may have such leave converted to court leave when all required conditions for approval have been met.

h. An employee summoned as a witness on behalf of a private party in a private proceeding is not entitled to court leave. Such employee must request and use annual leave or LWOP. In such cases, the employee may retain all fees received from the Court for his/her services.

i. A night-shift employee who requests court leave shall be temporarily assigned to the day shift and granted court leave for that day. Such employee shall continue to receive the appropriate night differential.

j. An employee with a regularly scheduled tour of duty who performs jury service that does not conflict with the employee's hours of employment may retain the usual fees for jury service. If, however, the employee performs jury service in a court in the United States during any of the hours in which the employee is in a duty or court leave status in his/her Federal position, the employee may not be paid any jury fees for those hours.

Section 4. Unauthorized Absence is defined as the absence from duty by an employee without prior authorization, or when approval is not given to an employee's request for leave submitted after the employee returns to duty following a period of absence not previously approved and for which pay and benefits are withheld or withdrawn.

Section 5. Excused Absence is defined as the absence of an employee from duty when authorized by the Employer without loss of pay or charge to leave. Excused absence is also referred to as "administrative leave" and, in the Pearl Harbor Naval Shipyard and IMF, as "time allowed." Excused absences may be authorized in the following circumstances when requested in advance and approved by the Employer.

a. Registration and Voting.

(1) An employee may be excused for up to three (3) hours to register for voting subject to workload, except that no excusal will be granted if registration can be accomplished on a non-work day or during the employee's non-work hours.

(2) An employee may be excused for up to three (3) hours to vote in any local, state or national election with the exact amount of time

to be determined by the Employer as follows: If the polls close less than three (3) hours after the scheduled end of the employee's assigned shift, or open less than three (3) hours prior to the start of the employee's assigned shift, the employee may be excused for as much time as will allow three (3) hours in which to vote, either immediately after the polls open or prior to the time the polls close. The Employer will determine when such excusal will be granted.

(3) If requested, an employee will submit verification to the Employer of registration or voting upon return to duty following such registration or voting.

b. Civil Defense Activities. An employee may be assigned to participate in state and local pre-emergency training programs or test exercises. In such cases, the employee may be excused for up to forty (40) hours during a calendar year.

c. Blood or Platelet Donation. An employee desiring to donate blood or platelets may be granted the time required to donate blood or platelets not to exceed three and a half (3.5) hours of excused absence when it would be a hardship for the employee to donate during non-work hours or on a non-work day. The employee will request time off for a Blood Bank appointment through his shop or office. Upon return to duty, the employee shall provide certification of his blood or platelet donation to the Employer if requested.

d. Bone-Marrow or Organ Donation. An employee who serves as a bone-marrow donor may be granted up to seven (7) days of excused absence in a calendar year (in addition to sick leave or annual leave) for the time required for

the donation as determined by the doctor. An employee who serves as an organ donor may be granted up to thirty (30) calendar days of paid leave each calendar year (in addition to sick leave or annual leave) for the time required for the donation as determined by the doctor.

e. Tardiness. An employee arriving late to work at the beginning of the assigned shift may be excused by an authorized supervisor, provided that the tardiness is less than one (1) hour, and the supervisor accepts the employee's excuse or reason for the tardiness.

(1) If the tardiness is not excused, the supervisor may charge the absence to annual leave, or if requested by the employee, the absence may be charged to LWOP.

(2) If the tardiness is neither excused nor charged to annual leave or LWOP, the employee will be charged with unauthorized absence, in which case the charge to unauthorized absence will be for the exact amount of time in one-tenth ($1/10^{\text{th}}$) of an hour increments that the employee is absent without authority rather than a minimum of one (1) hour.

f. Taking Examinations.

(1) An employee may be excused to participate in tests or interviews when such tests or interviews are required under the Department of Defense's Merit Promotion Program, and they are conducted during the employee's assigned workshift and the competition is for a position at this Shipyard and IMF or any other Department of Defense activity when the area of consideration includes Hawaii. The Shipyard and IMF is not responsible for funding travel or per diem expenses for positions not in the Shipyard and IMF.

(2) An employee may be excused for any examination required to convert a TAPER appointment to a career-conditional appointment.

(3) An employee may be excused to participate in any test or interview when required for a position in the commuting area for which the employee is being considered when the employee is under a notice of separation resulting from reduction-in-force.

g. Conferences or Conventions.

(1) An employee authorized by the Employer to attend a conference or convention related to the programs of the Department of the Navy is considered to be in a duty status during such attendance only if attendance occurs during the hours of the employee's regularly scheduled workweek. Time thus spent is, therefore, neither charged to leave nor considered excused absence.

(2) When labor organizations schedule membership meetings, internal elections, local, state or national conventions or similar events wholly or partially within the scheduled working hours of employees, any employees attending or participating in such events shall do so in an annual leave or LWOP status when requested and if approved by the Employer in advance of such attendance.

Section 6. Administrative Dismissal is defined as the release of employees from performance of regular, assigned duties for the period of the dismissal. This section covers situations in which the Shipyard and IMF Commander or his/her designee closes all or part of the activity and, consistent with that closure, administratively excuses the non-emergency civilian workforce.

Rule 6-1. Employees may be administratively dismissed for the following reasons:

a. When normal operations are interrupted by events beyond the control of the Employer or employees, such as extreme weather conditions, serious interruptions to public transportation services, or disasters such as fire, flood, or other natural phenomena which necessitate the closing of the Shipyard and IMF, either in whole or in part, or prevent individual employees or group of employees from working or reporting for work.

b. For managerial reasons, including but not limited to, retooling, the breakdown of machines or of essential services or facilities, unanticipated delays in the flow of work or in the receipt of materials or power failure.

Rule 6-2. Administrative dismissals will normally not exceed three (3) consecutive workdays in a single period.

Rule 6-3. When all or part of an activity is closed for short periods because of planned management action and arrangements cannot be made for assignment to other work, employees shall be notified as far in advance as possible but no less than three (3) full workdays when circumstances permit, and shall be required to take annual leave or compensatory time earned, unless LWOP is requested.

Rule 6-4. Employees on LWOP pending disability retirement or while in receipt of Workers' Compensation, on military leave, suspension, or in a nonpay status the workday before and after a closure, shall be continued in that status.

Rule 6-5. When dismissed under the circumstances listed in Rule 6-1, a. or b.

above, employees shall be excused from duty without charge to leave or loss of pay or shall be required to use annual leave in accordance with the following:

a. Emergency Situations Occurring Before the Start of the Workday.

(1) When the Shipyard and IMF is open and employees are expected to report to work on time, employees may be authorized use of annual leave, LWOP, compensatory time earned, or excused for reasonable tardiness when they experience commuting delays.

(2) When the Shipyard and IMF is open but some employees might be prevented from reporting to work or returning home safely, an unscheduled leave policy may be instituted.

(3) When an activity is closed, all affected non-emergency employees should be excused (placed on administrative leave) without loss of pay, whether or not other leave was previously approved and such leave is not covered by Rule 6-4 above.

b. Emergency Situations Occurring During the Workday.

(1) When the Shipyard and IMF remains open and employees are expected to complete the day's tour, annual leave, compensatory time earned, or LWOP may be granted to employees who request it.

(2) When an activity suspends operations, as much as practical, all non-emergency employees on duty at the time of dismissal should be placed on administrative leave without loss of pay, even if they were scheduled to take leave later in the day and such leave is not covered by Rule 6-4 above.

(a) Administrative leave may be granted to avoid hardship for employees who are authorized to leave after official notice of dismissal, but before official departure time, for the period remaining until official departure time. When an employee leaves after receiving official word of the pending dismissal but before the time set for dismissal (with supervisory approval) in a situation not involving a hardship, annual leave, compensatory time earned, or LWOP may be charged as appropriate for the period remaining until the employee's official departure time; i.e., the authorized dismissal time.

(b) Annual leave, compensatory time earned, or LWOP may be granted, or AWOL may be charged, if appropriate, to employees who leave before official notice of dismissal, for the period remaining until the end of the regular workday.

(c) When an employee was scheduled to return from leave during the dismissal period, the Employer should continue to charge leave for the absence until the time set for dismissal, then charge any continuing absence due to the emergency in the same manner as absences of other employees who were on duty at the time of dismissal; i.e., as an excused absence.

(d) Non-emergency employees who are scheduled to report for work before the dismissal, but who do not report, should be granted leave, compensatory time earned, or charged AWOL, if appropriate, for the entire workday.

Section 7. Military Leave.

a. Employees serving permanent, temporary indefinite (no specific date), or temporary appointments pending establishment of a register, who are members of the National Guard or reserve components of the Armed Forces are entitled to military leave of fifteen (15) calendar days per fiscal year. Employees will be permitted to carry over to the succeeding fiscal year up to fifteen (15) days military leave not used in a fiscal year for a maximum total of thirty (30) days in any one fiscal year. Temporary, when-actually-employed, employees are not entitled to military leave, but may request other forms of leave as described below.

b. An employee required to perform training duty in the Armed Forces must be carried on whatever military leave to which he/she is entitled by regulations. If an employee is not entitled to military leave (or if he/she has exhausted his/her military leave credits), the employee must be allowed to use annual leave, or be carried in an LWOP status.

c. An employee must submit a written request to the Employer, for leave of absence (military, annual, or LWOP, or combinations thereof) for the time required to perform the military training duties as far in advance as possible before the start of the requested period of leave.

d. Military leave and/or other types of leave will only be granted when proper active duty or active duty for training orders are presented to the Employer as far in advance as possible for the start of the requested period of leave, provided that, but for the active military duty,

the employee would have been in a civilian pay status.

ARTICLE X **TEMPORARY DUTY TRAVEL**

Section 1. The following rules shall apply to employees traveling on temporary duty assignments outside the State of Hawaii as defined in Section 4 below, except for Sea Trials departing from and returning to Oahu:

Rule 1-1. When an employee is required to depart on a scheduled work day and if the scheduled time for reporting to the point of departure is five (5) hours or less after the start of the employee's scheduled workshift, the employee may be allowed to report directly to the point of departure (i.e. airport) from the employee's residence if not required at work. If an employee receives a temporary duty assignment while at work for departure on the same day, the employee shall normally be dismissed immediately regardless of the scheduled reporting time to the point of departure.

Rule 1-2. If an employee receives a temporary duty assignment under this Section while at work and the schedule time for reporting to the point of departure is more than five (5) hours after the start of the employee's scheduled workshift and less than five (5) hours after the end of such workshift, employees may be granted such amount of administrative leave to allow employees up to five (5) hours of duty and/or non-duty time in which to prepare for travel.

Rule 1-3. An employee on annual leave on the day of departure may have up to a maximum of

four (4) hours annual leave converted to an amount of administrative leave as shall allow the employee four (4) hours of duty and/or non-duty time prior to reporting to the point of departure in which to prepare for travel.

Rule 1-4. Normally all administrative leave for departure preparations should be requested and approved prior to its use.

Rule 1-5. An employee returning from an out-of-state temporary duty assignment shall normally be granted administrative leave in accordance with the following:

a. If the employee's arrival time is less than four(4) hours prior to the start of the employee's next scheduled workshift, administrative leave shall be granted for that shift.

b. If the employee's arrival time occurs during the workshift, administrative leave shall be granted for the remainder of the shift.

c. If the employee's arrival time is more than four (4) hours but less than ten (10) hours prior to the start of his/her next scheduled workshift, the employee shall normally be granted four (4) hours of administrative leave.

d. An employee returning from temporary duty assignment at such times shall notify the employee's cognizant supervisor as soon as practical after arrival.

e. Employees returning by air over a direct route from a temporary duty station separated by four (4) or more time zones from Hawaii without delays or stopovers in excess of eight (8) hours enroute shall not normally be required to report to work until twenty-four (24) hours after their arrival time.

Rule 1-6. Arrival time is defined as arrival at the place of residence.

Rule 1-7. Temporary work/travel shall not be assigned to employees as a reward or penalty but can be assigned as a redress reward in a grievance.

Section 2. The following rules shall apply to employees traveling on temporary duty assignments to other islands within the State of Hawaii, as defined in Section 4, below, or on Sea Trials lasting more than twenty-four (24) continuous hours:

Rule 2-1. Supervisors shall normally grant administrative leave to employees departing on travel under this Section commensurate with the employee's needs to prepare for travel and the duration of the assignment.

Rule 2-2. Employees returning from temporary duty assignments under this Section, which have lasted more than twenty (24) continuous hours, at a time less than eight (8) hours preceding the employee's next regular workshift or during the employee's regular workshift, shall normally be granted administrative leave. The administrative leave will be on an hour for hour basis to permit eight (8) hours of time between disembarking from a plane or vessel or completion of any required debrief or report, whichever is later, and reporting to work. Fractional hours shall be rounded to the next higher hour.

Rule 2-3. Temporary duty assignments for sea trials shall commence at the time employees report to the designated location.

Rule 2-4. Temporary travel/work shall not be assigned to employees as a reward or penalty

but can be assigned as a redress reward in a grievance.

Section 3. Employees assigned to temporary additional duty on the Island of Oahu, who are authorized to report to the temporary duty station directly from their place of residence in their private vehicle shall be granted a mileage allowance reimbursement for any direct route mileage incurred between their residence and the temporary duty station. Such allowance shall be authorized only for the operator of the conveyance. The rate of reimbursement shall be in accordance with appropriate regulations.

Section 4. For purposes of this Article, the State of Hawaii is defined as that portion of the State between and including the islands of Niihau and Hawaii, and the permanent duty station is defined as Pearl Harbor.

Section 5. Employees desiring to take annual leave for personal travel in connection with a TAD assignment must request the leave and receive approval prior to the date travel is authorized. Requests for such annual leave may be authorized subject to the following criteria:

- a. That any leave authorized is at the employee's expense and shall not under any circumstance, increase the cost of the TAD travel (per diem, transportation, time allowed, etc.) to the Department of the Navy;

- b. That workload requirements are such that the employee's services can be spared;

- c. That restrictions on the use of leave in certain geographical areas be adhered to when placed in effect by appropriate authorities.

Section 6. Selection Process to perform temporary additional duties (TADs) for inter-island and at out-of-state activities. The

following procedures shall be used for the selection of employees for TAD assignments (excluding training assignments) from among those employees equally qualified as determined by the Employer. "Qualified as determined by the Employer" means, e.g., an individual who possesses the job qualifications required skills, dependability, professional behavior, ability to perform satisfactorily under limited supervision and experienced on the type of work to be performed on the TAD assignment. The Employer may also consider TAD assignments based on an employee's limited duty capacity, temporary promotion status, compelling hardship situation, if the individual is currently under investigation, or the employee's availability (not scheduled for leave during TAD period). An employee can be precluded from a TAD for poor dependability and lack of professional behavior if previously documented and not corrected.

Rule 6-1. Regular TADs. A reasonable attempt shall be made to contact employees, including those in an approved leave status, for regular TADs. If the employee accepts or declines, the employee shall be rotated to the bottom of the volunteer TAD list. If contact cannot be made, the employee shall maintain his/her position on the volunteer TAD list. The Council shall be notified of an upcoming TAD prior to the selection of employees.

Rule 6-2. Emergent TADs. A reasonable attempt shall be made to contact employees, including those in an approved leave status, for emergent TADs. If the employee accepts or declines, the employee will be rotated to the bottom of the volunteer TAD list. If contact cannot be made, the employee shall maintain

his/her position on the volunteer TAD list. The Council shall be notified of an upcoming TAD prior to the selection of employees. An emergent TAD is defined as one when an employee has to leave/depart in less than ten (10) workdays.

Rule 6-3. The Council President or designee and Shop Steward shall be notified whenever there is a need to select employees for TAD. Also, when it appears that an employee cannot be released for travel due to a job assignment, the appropriate shop/code/project shall meet with the Council President or his/her designee to discuss the matter.

Rule 6-4. Hardship requests shall be submitted to the Shop or Department Head for consideration. Hardship is defined as a situation, such as a medical or family-related emergency, requiring the immediate attention of the employee which would otherwise be detrimental to the employee or his/her family if not attended to immediately.

Rule 6-5. SELECTION FROM VOLUNTEER LIST.

a. Employees currently working on the job requiring TAD assignment shall be the first to be considered for the TAD assignment.

b. An employee in a temporary limited/light duty status or an employee incapacitated due to illness or injury at the time of a TAD selection of that employee will retain his/her place on the volunteer TAD list.

c. An employee in a temporary promotion status at the time of a TAD selection of that employee will retain his/her place on the volunteer TAD list.

d. An employee in a justified hardship status for work or shift assignments will not be considered for TAD assignments.

e. An employee will not be considered as having gone on a TAD when, due to unforeseen circumstances, the boat or project to which the employee was assigned/selected for is not worked and the employee is sent back to Pearl Harbor Naval Shipyard within forty-eight (48) hours of arrival at the TAD site.

f. Employees on the volunteer TAD list will be passported as determined by management from among qualified personnel by Service Computation Date (SCD) most senior first.

g. Employees may request in writing addition or deletion from the volunteer TAD list at any time.

h. Except for Shops or Codes that currently have TAD lists in accordance with this article, an initial TAD list will be established in each Shop or Code based on volunteers who submit requests in writing no later than thirty (30) days following the effective date of this Agreement. Volunteers will be listed on the initial TAD list in order of seniority by (SCD) in the Shop/Code. Any requests submitted after the thirtieth (30th) day will be added on the TAD list in the order requests are received. The volunteer list will be made available to the designated Chief Steward.

Rule 6-6. Selection of Non-Volunteers. When the Employer selects for a TAD, selections will be made from the volunteer TAD list until all available TAD list volunteers with special skills have been asked. When more employees are required, the Employer will make a reasonable effort under the circumstances to seek additional qualified volunteers who have the required skills. If there are still insufficient volunteers, selections shall be

made of qualified employees who have the required skills from the complete Shop/Code roster in the following order:

a. Seniority by SCD in the Shop/Code: least senior forced first, in case of a tie, then

b. Badge Number: highest number forced first.

c. No employee will be forced a second time unless all other qualified employees have been forced once.

d. No employee will be forced on a TAD during the period for which he/she has approved leave that was applied prior to 1 February. Such employee will retain his/her place on the TAD list.

e. An employee in a justified hardship status is exempt from that particular TAD, but shall retain his/her position on the list.

ARTICLE XI

PERFORMANCE MANAGEMENT PROGRAM (PMP)

Section 1. Performance evaluation is an integral part of the Employer's personnel management program, and is used to evaluate employee's work through a fair appraisal of the employee's performance. Any changes to the current two-level system will be negotiated for negative impact to the extent required by law.

ARTICLE XII
REDUCTION IN FORCE (RIF)

Section 1. To the extent practicable, the Employer and Council will explore other alternatives to RIF prior to proceeding with a RIF. However, the foregoing shall not preclude the Employer from initiating action to start the RIF process.

Section 2. Upon receipt by the Employer of written approval to conduct a RIF, or if such approval is not required at the time the Employer determines that such a reduction is necessary, the Council will be immediately notified, in writing, of the reason for the reduction, the approximate date, the action to be taken, the number of positions to be affected, and, if known, the competitive levels to be affected. The Council may exercise its right to negotiate the RIF to the extent provided by Article II, Rights of the Council. Management will negotiate the RIF in accordance with Article II, Rights of the Employer. Both parties will comply with any decision imposed by an authorized third party.

Section 3. As soon as each retention register used by HRO in the RIF is available, two (2) copies will be printed and provided to the Council. The information contained in the retention registers is subject to the Privacy Act and as such, must be handled accordingly.

ARTICLE XIII

TRAINING

Section 1. Training is a necessary and inseparable function of management for the maintenance of a skilled and efficient workforce and shall be accomplished on the Employer's time, except as prohibited by rules and regulations governing the payment of overtime pay and compensatory time for training, when the employee is directed to attend. The assignment of employee to training shall be accomplished as determined by the Employer to provide employees with skills to perform mission related work, meet regulatory requirements, and fulfill current and future needs for manpower skills.

Section 2. The selection of employees for training predetermined as required for advancement and/or to develop skills of higher level jobs shall be made in accordance with merit promotion program procedures to ensure fair and equitable consideration.

Section 3. The Employer agrees to inform the Council of developments or changes in the establishment of training policy affecting Unit employees and to give serious consideration to the Council's view. The Council will be afforded the opportunity to negotiate changes to training policies to the extent required by Article II, Section 4, Rights of Council.

Section 4. The Council may designate two (2) training representatives who may attend all meetings of the Production Resources Training Organization when the meeting agenda concerns training of Unit One employees including the Employer's Student Career Experience Program (SCEP) or Apprentice Program. The Council may

also designate one (1) representative as a member of each shop or office training committee.

Section 5. The Shipyard and Intermediate Maintenance Facility Apprentices Program shall be conducted in accordance with the provisions and procedures set forth in NAVSHIPYDPEARL&IMFINST 12410.45 or current edition.

Section 6. Whenever practicable, training required by the Employer shall be accomplished on the employee's assigned shift. If an employee is required to be odd-shifted for training, the Employer shall notify the employee of the change in shift as soon as possible but no later than prior to the start of the administrative work week when it is known by the Employer.

ARTICLE XIV PROMOTION, DETAILS & OTHER ASSIGNMENTS

Section 1. The Employer and the Union agree that all vacant positions, which are filled by competitive means, will be filled in accordance with the applicable regulations and this Agreement. All provisions of this article are applicable only to positions in the bargaining unit.

Section 2. It is the Employer's policy that recruitment and placement actions support identification, evaluation, and selection of the best qualified candidates without regard to political, religious, or labor organization affiliation, marital status, race, color, sex, national origin, non-disqualifying disability, age, or sexual orientation.

Section 3. The minimum area of consideration for bargaining unit positions to be filled competitively shall normally be no larger than PHNSY. If the Employer determines that sufficient reason exists for establishing a wider area of consideration for a specific position, the Employer may do so.

Section 4. The Union recognizes that the Employer may utilize sources other than merit promotion and may fill vacancies by methods other than promotion, such as appointment, reinstatement, reassignment, change to lower grade, or transfer. The Employer may also cancel or postpone action to fill a vacancy.

Section 5. Most position vacancies in the bargaining unit will be filled through USA JOBS.

a. Employees can submit their resumes into USA JOBS anytime.

b. The Union and the Employer will encourage employees to submit resumes into USA JOBS so that they may be considered for position vacancies in which they have indicated an interest.

Section 6. Vacancy announcements will publicize the recruitment action for three (3) workdays.

Section 7. Processing Personnel Actions.

Rule 7-1. The Employer agrees to temporarily promote qualified and otherwise eligible employees who are assigned to perform duties of a higher-level position in the bargaining unit or a supervisory position for more than fourteen (14) consecutive calendar days when the need for the assignment is known in advance. When the above conditions are met, the effective date of the temporary promotion will be the first day the employee is assigned to the higher-level position. As such, the

SF-50 will reflect: 1) the effective date as the first day the employee was assigned to higher level duties; and 2) the length of the temporary promotion; i.e., not-to-exceed date.

Rule 7-2. Employees who are in the Pathways program, formerly Student Career Experience Program (SCEP), and those who are subsequently converted from Pathways to the competitive service will be promoted when management reviews all required documentation and determines that the employee has met all program requirements for promotion. The promotions of the Pathways and Apprentice personnel will be effected the beginning of the first pay period following the Employer's determination.

Rule 7-3. In the interest of reducing time to effect temporary and permanent promotion actions to suitable bargaining unit and first-level supervisory positions, long-term certificates may be established in sixty (60) day increments. Management may request an updated certificate at any time there is an insufficient number of candidates on the certification list. Employees selected from a long-term certificate for temporary promotion may have their temporary promotions converted to permanent.

Rule 7-4. The Employer will publish information regarding the availability of assistance on USA JOBS and news about any enhancements to the system on a quarterly basis or when deemed necessary. The information will be published via the Shipyard LOG, Broadcast Message, and/or briefing sheets that will be distributed by supervisors to personnel during safety meetings or other meetings, as appropriate.

Section 8. As an exception to competitive promotion procedures, an employee demoted without personal cause and eligible under applicable regulations will be given priority consideration for repromotion to certain vacancies for which the employee is fully qualified and interested in. Priority consideration will be given before taking any action to fill the vacancy, except for the placement of an employee with statutory or regulatory rights. Consideration will extend only to positions in the pay system of the position from which demoted which are at or below the grade of the position from which demoted and above the level of the position to which assigned. It is understood that employees afforded prior consideration have no entitlement to selection.

Section 9. Temporary promotion of one hundred twenty (120) days or less to positions in the bargaining unit shall be made as equitably as practicable from among employees who are qualified and, normally, who indicate a willingness to serve in the higher-level bargaining unit positions. It is recognized, however, that the requirements and conditions of the job shall be the deciding factors in making the selection, and that selection will be from among all employees of the Command who meet the above requirements. Terminations of temporary promotions are not subject to processing under Article XIX, Employee Grievance Procedure.

Section 10. Grievances arising out of the application of the Merit Promotion Plan, including rating and ranking complaints, shall be processed under the negotiated grievance procedure. It is understood that non-selection

for promotion from a group of properly ranked and certified candidates is not grievable. The Union recognizes that selecting officials are not required to justify their selection decisions to non-selected candidates. However, upon request, the employee may be counseled as to how the employee might improve chances for future selection.

Section 11. Details

a. A detail is a temporary assignment of an employee to duties outside of the employee's official job or position description for a specified period, with the employee returning to regular duties at the end of such detail. Technically, a position is not filled by a detail, as the employee continues to be the incumbent of the position from which detailed. A temporary duty assignment involving travel during which an employee performs the regular duties of the employee's job or position description, to accomplish the mission of the Employer, is not a detail. Refer also to NAVSHIPYDPEARL Instruction 12340.1E or the current version thereof.

b. Details may be made appropriately under circumstances such as the following:

(1) To meet emergencies occasioned by abnormal workload.

(2) Change in mission or organization.

(3) Absences.

(4) Pending official assignment.

(5) Pending description & classification of new positions.

(6) For training purposes, particularly where such training is a part of an established promotional or developmental program.

(7) Pending decision by OPM where prior approval of a proposed promotion or reassignment is required.

(8) Pending completion of a time requirement for promotion or reassignment.

c. A detail of any employee to a position of equal or lower grade may be made for an initial period of up to one hundred twenty (120) days. Details to "unallocated" positions may be affected in one hundred twenty (120) days increments.

d. Detail actions to positions of equal or lower grade of one hundred twenty one (121) days or more shall be initiated by authorizing officials on Standard Form 52. Such details for less than one hundred twenty one (121) days need not be documented. Employees detailed for less than one hundred twenty (120) days may request a memorandum for the record from the assigning supervisor.

e. For details to positions of equal or lower grade of five(5) calendar days or less, the Employer may select anyone. For details of six (6) calendar days or more, the Employer will observe the following procedures:

(1) When management determines that, within a department/shop work branch/section, only one employee possesses the requisite qualifications to do certain work, the work will be assigned to that employee.

(2) When management determines that more than one employee possesses the requisite qualifications necessary to perform the duties of the detailed position, selections for detail assignments will be made among equally qualified employees as determined by management in the following manner:

(a) Volunteers will be solicited and selected by seniority.

(b) If there is an insufficient number of volunteers, employees will be selected by inverse order of seniority.

(c) For the purposes of this Article, the Service Computation Date (Leave) will be used to determine seniority.

(d) Management may bypass selection of volunteers or non-volunteers based on special considerations such as (but not limited to): skills/qualifications, work requirements, job continuity, or medical/physical limitations.

f. Details of one hundred twenty (120) days or longer to higher-level positions or to positions with known promotion potential will be made competitively using Merit Promotion procedures. Such details will be made fairly from among employees on the referral list.

ARTICLE XV
**INJURY COMPENSATION, LIMITED DUTY, MEDICAL
PLACEMENT AND
CIVILIAN EMPLOYEES ASSISTANCE PROGRAMS**

Section 1. Injury Compensation Program. The Employer will administer the Injury Compensation Program in accordance with the Federal Employee's Compensation Act and the procedures set forth in NAVSHIPYDPEARL Instruction 12810.1 or current edition.

a. Immediately or as soon as possible, the employee should report the injury to the immediate supervisor, describing what happened and the injury.

b. The supervisor shall fill out a dispensary permit and instruct the employee to report to the Naval Medical Clinic (NMC), Pearl Harbor, for examination and initial treatment.

c. Upon completion of the first aid or medical treatment at the NMC, the employee shall report to the Injury Compensation Office to complete the required forms and to receive information regarding the employee's responsibilities. At that time, if the employee requires further medical care and requests to see a private physician, the Injury Compensation Office will assist the employee with the required paperwork and scheduling the appointment.

d. The employee will report back to the supervisor if the employee is able to report back to work or notify the supervisor of the appointment if the employee chooses to see a private physician.

Rule 1-1. The Employer will provide emergency first aid treatment of all injuries and illnesses of employees, both occupational and non-occupational that occur incident to the employee's workshift. Such treatment shall include the services of appropriate medical personnel as determined by the NMC and ambulance service or other appropriate transportation either to home or to a medical facility of the employee's choice when deemed necessary by competent medical or supervisory authority.

Rule 1-2. An employee will normally not be compensated while waiting for or receiving medical treatment after the employee's normal workshift. However, an FLSA non-exempt employee directed to seek medical treatment for an injury specifically identified by Shipyard and IMF Safety Instruction or equivalent as requiring

mandatory medical treatment, shall be entitled to compensatory time or overtime pay for time spent receiving treatment after the employee's normal workshift in cases where the employee was not permitted to leave the facility. Such compensation shall not exceed two (2) hours.

Rule 1-3. In accordance with selection by an employee, the Employer will arrange further treatment of an occupational injury or illness in a Government medical facility or by a private physician or medical facility.

Rule 1-4. In cases where treatment of an occupational injury or illness is required during non-duty hours, an employee may obtain treatment from any available source and will notify the Employer of such treatment as soon as possible, but not later than the first working day after the subject treatment except when prevented by circumstances beyond the employee's control.

Rule 1-5. Employees incurring occupational injuries or illnesses shall be assisted by the Employer in completing forms required by the Office of Workers' Compensation Programs (OWCP) for reporting accidents or acquisition of illnesses and in making any subsequent claims for temporary total disability, schedule awards for total or partial permanent disability or other forms of compensation.

Rule 1-6. Employees may also be assisted in the matters outlined in Section 1 above, by the Council Stewards or representatives, or other persons of their choice. Any such representative must present written authorization from the employee when so designated.

Rule 1-7. Upon receipt of the written authorization set forth in Section 1 above, the Employer will permit an employee's representative

to inspect and copy records in the Employer's possession which are pertinent and necessary to the proper processing of matters covered by the Act, except those records under the cognizance of the OWCP, for which permission to examine must be obtained from OWCP.

Rule 1-8. Employees shall not suffer harassment, discrimination in promotion or assignments or reprisal by supervisors or management officials for filing claims for compensation.

Section 2. Limited Duty & Medical Placement Program.

a. Employees with medical restrictions who cannot perform the full range of duties of their assigned positions may return to work when:

(1) the employee is capable of returning to work as determined by the NMC physician and by the employee's private physician; and

(2) available work compatible with the employee's medical restrictions requires manning.

b. Employees on such limited duty assignments will be required to undergo medical examinations at intervals of six (6) months, or less. Such assignments may be terminated by the following:

(1) A change in the employee's physical condition;

(2) By the Employer when the employee's limited work capabilities cannot be efficiently utilized; or

(3) Expiration of medical documentation submitted by the employee requesting such an assignment.

c. When an employee's medical condition exceeds six (6) months and is determined to be indefinite or permanent based on current medical

information, the Employer will first make an attempt to assign the employee to duties consistent with the employee's physical restrictions within the employee's: 1) parent shop, or 2) parent department/office. If attempts are unsuccessful, the employee will be referred to the Medical Placement Coordinator in HRO. The Employer will comply with law, rules and regulations governing this matter and the procedures set forth in the current edition of the applicable Shipyard and IMF instruction.

Section 3. Civilian Employees Assistance Program. Individual counseling on health matters in relation to the employee's work, including drug and alcohol abuse, and, for the general employee population, presentation and distribution of health education program materials from both Government and private sources will be carried out by the Employer. The Employer will consult with the Council in accordance with 5 USC, Chapter 71 on matters concerning the formulation and implementation of policies of the Civilian Employees Assistance Program (CEAP). In addition, the Council may provide union representation at briefings and other joint endeavors involving managers as a means of fostering common understanding and joint support of CEAP.

Section 4. Immunizations required by the Employer or other agencies of the Federal Government for authorized official travel or special occupational health hazards will be provided by the Employer at no cost to the employee.

ARTICLE XVI

CLASSIFICATION OF FEDERAL WAGE GRADE SYSTEM,

AND GENERAL SCHEDULE POSITIONS

Section 1. Position descriptions and job descriptions are official written statements of those facts which are important to management regarding only the major duties, responsibilities, and qualification requirements and supervisory relationships of a position in order to properly determine the classification and/or job grade level of the position. A position description or job description does not control or in any way limit a supervisor's assignment of work and responsibilities to employees. Unit employees have a right to see a copy of their job description or position description.

Section 2. The Employer will advise the Council concerning any anticipated change in job content which might affect the title, pay level or qualification requirements of an ungraded rating, as well as any change in job content or classification standards which would affect the title, grade or qualification requirements of a class of graded positions within the Unit. The Council may exercise its right to negotiate to the extent provided by Article II, Rights of Council.

Section 3. Any employee in the Unit who alleges that the employee's position is improperly classified will be referred by his/her supervisor to the Council and the Human Resources Office who will provide the employee with his/her options in pursuing this matter in accordance with applicable regulations. The Council will be notified that such an inquiry has been made and/or an appeal has been submitted.

Section 4. Management will provide copies of job descriptions of Unit employees. Thereafter, as requested by the Council on an annual basis, major changes to such job descriptions will be provided.

Section 5. The Council may request for copies of position descriptions in accordance with the document request provisions prescribed by law.

ARTICLE XVII ADMINISTRATION OF DISCIPLINE

Section 1. Disciplinary actions will be taken solely for such cause as will promote the efficiency of the service and in accordance with Navy regulations. The penalty imposed shall be the minimum, in the judgment of the deciding official, that can reasonably be expected to correct the affected employee and maintain discipline and morale among other employees. For purposes of this Article, corrective measures range from informal (counseling, oral admonishments, letters of caution and/or requirement) to formal disciplinary actions such as reprimands to suspensions for fourteen (14) calendar days or less.

Section 2. Pre-action Investigation.

a. The Employer is responsible for seeing that a thorough investigation is made to determine and document the facts relative to each reported offense involving an employee under their cognizance. Such an investigation shall include obtaining statements by witnesses, if any, the employee's explanation of the incident in question, and any other factors which are relevant to the disciplinary action.

b. Investigatory Discussion. When necessary, the responsible supervisory official will hold an investigatory discussion with the employee, and a representative, if one has been designated in accordance with paragraphs 2d and 2e below, to ascertain the facts of the case. The employee will then be given an opportunity to present his/her side of the case. The facts presented in the discussion shall be documented. Investigations by the Employer should be conducted as promptly as possible to ensure effectiveness of the corrective action and shall at all times be complete, fair and impartial.

c. Informal Discussion. Following the investigatory discussion, if the responsible supervisory official or delegated official has determined that disciplinary action may be necessary, he/she will make arrangements to discuss the results of the investigation with the employee concerned, and his/her representative, if one has been designated in accordance with paragraphs 2d and 2e below. In the discussion, the employee will be informed of the specific facts available to management, other pertinent factors being given consideration, and the reasons for the contemplated disciplinary action, if any. During this discussion, an employee may be entitled to representation in accordance with paragraphs 2d and 2e below. An informal discussion may not be possible under unusual circumstances such as TAD, illness, etc., that would make such discussion impractical.

d. Right to Representation During Discussions. The Council is entitled to represent an employee who is examined in connection with an investigation by a

representative of the Employer in accordance with 5 USC 7114(a)(2)(B) when:

(1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(2) the employee requests representation.

e. Any employee covered by this Agreement has the right to be represented, upon request, at the following discussions during the disciplinary process: 1) investigatory; 2) informal, and 3) during any oral response to a proposed action.

(1) The employee may be represented by the appropriate Shop/Department Council representative or a representative designated by the Council President or designee in accordance with this section.

(2) When an employee in a bargaining unit requests representation, the discussion will not be held until a Council representative is present, unless the Council chooses not to send a representative, in which case the discussion will be held.

(3) If a discussion is underway and the employee requests Council representation, the discussion will stop and the Employer will determine and allow a reasonable amount of time in which the employee may secure representation. If a representative is not available within the reasonable time, the discussion will commence.

(4) The assignment of a representative, if any, is a Council responsibility. Employees do not have the right to insist that they be represented by a specific Council representative. The Council will make

assignments promptly so as to avoid undue delays in holding the discussion.

(5) The Employer may disallow as an employee's representative an individual whose activities as a representative would cause a conflict of interest or position, or an employee whose release from his or her official position would give rise to unreasonable costs or whose priority work assignments preclude his or her release.

Section 3. The following defines the types of corrective actions:

a. An oral admonishment is an informal disciplinary action and is not recorded in an employee's Official Personnel file (OPF). An oral admonishment is normally not counted as a prior offense in determining the range of remedies under the Schedule of Offenses and Recommended Remedies.

b. Letters of caution will not be recorded in an employee's OPF. A letter of caution is normally not counted as a prior offense in determining the range of remedies under the Schedule of Offenses and Recommended Remedies.

c. A letter of requirement is a written notification (order) issued by a supervisor to an employee concerning conduct deficiencies, such as sick leave abuse or tardiness, which sets forth requirements and procedures to be followed by an employee to avoid a future disciplinary action for similar deficient conduct. Letters of requirement must state:

- (1) the reason for the issuance,
- (2) the specific requirement (s) the employee must meet,
- (3) that failure to meet a requirement may lead to disciplinary action,

(4) the length of time a requirement is in effect,

(5) the employee's right to file a grievance,

(6) that it will not be made a matter of record in the employee's OPF,

(7) a letter of requirement is normally not counted as a prior offense in determining the range of remedies under the Schedule of Offenses and Recommended Remedies.

d. A letter of reprimand is a written disciplinary action issued by a supervisor to an employee based on specific unacceptable conduct deficiencies. Letters of reprimand must state:

(1) the reason for the issuance,

(2) the employee's right to file a grievance,

(3) that the reprimand will be retained in the employee's OPF for a period of one (1) year, during which it may be counted as a prior offense for determining a range of remedies under the Schedule of Offenses and Recommended Remedies and the letter of reprimand may continue to be considered when determining an appropriate remedy for a subsequent offense.

e. A suspension is placing an employee in a temporary status without duties and pay for disciplinary reasons. A suspension of fourteen (14) calendar days or less entitles the affected employee to:

(1) an advance written notice stating the specific reason(s) for the proposed suspension;

(2) at least ten (10) calendar days to answer orally and/or in writing to a designated official and to furnish affidavits and other documentary evidence to support the answer;

(3) prior to issuance of the final written decision, be represented by a Council representative;

(4) be informed of his/her right to review, or have a representative review, the material relied upon to support the reason(s) given in the notice of proposed suspension;

(5) at the earliest possible date, a written decision and the specific reasons therefore.

f. An indefinite suspension means placing an employee in a temporary status without duties and pay pending investigation, inquiry, or further agency action. The indefinite suspension continues for an indeterminate period of time and ends with the occurrence of the pending conditions set forth in the notice of action, which may include the completion of any subsequent administrative action.

Section 4. With regard to the reply period, the time limit in which the employee may reply to the proposed notice may be extended by the Employer for sufficient cause when requested by the employee and/or the designated representative.

Section 5. Disciplinary actions and other corrective measures lose their effectiveness unless they are taken without undue delay. It is essential that the various steps in the disciplinary action process be taken as promptly as possible without sacrificing careful investigation and documentation, consideration of all pertinent factors and issues, and correctness of procedure.

Section 6. This article represents the parties' agreement on the administration of discipline. Additional information on discipline is

contained in NAVSHIPYDPEARL Instruction 12000.1, section 407, Subj.: Administration of Discipline (or its most current version), which was negotiated with the Council. The Employer will make no changes to that instruction before affording the Council the opportunity to bargain, in accordance with Article II.

ARTICLE XVIII ADVERSE ACTIONS AND APPEALS

Section 1. For purposes of this Article, adverse actions are defined as:

- a. Removals;
- b. Suspensions of more than fourteen (14) calendar days including indefinite suspensions;
- c. Furloughs of thirty (30) days or less;
- d. Reductions in grade or pay.

Furloughs of thirty (30) days or less will be negotiated in accordance with the Civil Service Reform Act.

Section 2. Adverse actions will be taken only for such cause as will promote the efficiency of the service. Adverse actions are subject to the provisions of Chapter 75, Subchapter II, of Title 5 USC. This article represents the parties' agreement on adverse actions and appeals. Additional information on adverse actions and appeals is contained in NAVSHIPYDPEARL Instruction 12000.1 section 407, Subj.: Administration of Discipline (or its most current version), which was negotiated with the Council. The Employer will make no changes to that instruction before affording the Council an opportunity to bargain, in accordance with Article II.

Section 3. Pre-action Investigation.

a. The Employer is responsible for seeing that a thorough investigation is made to determine and document the facts relative to each reported offense involving an employee under their cognizance. Such an investigation shall include obtaining statements by witnesses, if any, the employee's explanation of the incident in question, and any other factors which are relevant to the adverse action.

b. Investigatory Discussion. When necessary, the responsible supervisory official will hold an investigatory discussion with the employee, and a representative, if one has been designated in accordance with paragraphs 3d and 3e below, to ascertain the facts of the case. The employee will then be given an opportunity to present his/her side of the case. The facts presented in the discussion shall be documented. Investigations by the Employer should be conducted as promptly as possible to ensure effectiveness of the corrective action and shall at all times be complete, fair and impartial.

c. Informal Discussion. Following the investigatory discussion, if the responsible supervisory official or delegated official has determined that adverse action may be necessary, he/she will make arrangements to discuss the results of the investigation with the employee concerned, and his/her representative, if one has been designated in accordance with paragraphs 3d and 3e below. In the discussion, the employee will be informed of the specific facts available to management, other pertinent factors being given consideration, and the reasons for the contemplated adverse action, if any. During this discussion, an employee may be entitled to representation in accordance with paragraphs 3d

and 3e below. An informal discussion may not be possible under unusual circumstances such as TAD, illness, etc., which would make such discussion impractical.

d. Right to Representation During Discussions. An employee who is examined in connection with an investigation by a representative of the Employer is entitled to representation in accordance with 5 USC 7114(a)(2)(B) when:

(1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(2) the employee requests representation.

e. Any employee covered by this Agreement has the right to be represented, upon request, at the following discussions during the adverse action process: 1) investigatory, 2) informal, and 3) during any oral response to a proposed action.

(1) During the investigatory or informal discussion, the employee may request representation by the appropriate Shop/Department Council representative or a representative designated by the Council President or designee.

(2) During an oral response to a proposed action, the employee may request representation by the appropriate Shop/Department Council representative or a representative designated by the Council President or designee, or by an attorney or other representative.

(3) When an employee in a bargaining unit requests Council representation, the investigatory or informal discussion will not be held until a Council representative is present,

unless the Council chooses not to send a representative, in which case the discussion will be held. The Employer will arrange for the appropriate Shop/Department Council representative to be present. If a representative is not available within a reasonable amount of time, the discussion will commence.

(4) If an investigatory or informal discussion is underway and the employee requests Council representation, the discussion will stop and the Employer will arrange for the appropriate Shop/Department Council representative to be present. If a representative is not available within a reasonable amount of time, the discussion will commence.

(5) The assignment of a representative, if any, is a Council responsibility. Employees do not have the right to insist that they be represented by a specific Council representative. The Council will make assignments promptly so as to avoid undue delays in holding the discussion.

(6) The Employer may disallow as an employee's representative an individual whose activities as a representative would cause a conflict of interest or position, or an employee whose release from his or her official position would give rise to unreasonable costs or whose priority work assignments preclude his or her release. In situations where priority work assignments prevent the immediate release of a Council representative, the Employer will contact the Council President or designee and arrange for the appearance of an available Council representative as designated by the

Council President or designee. If a representative is not available within a reasonable amount of time, the discussion will be held.

(7) Although Section 3d prescribes that an employee may request representation during investigatory discussions, an employee may choose not to be represented in the above discussions.

Section 4. An employee against whom an action is proposed is entitled to:

a. At least thirty (30) calendar days' advance written notice stating the specific reason(s) for the proposed action. If the action is furlough, the notice must state the reason(s) for the furlough, and the basis for selecting the employee if all individuals in the employee's competitive level are not being furloughed;

b. When there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, the employee is entitled to ten (10) calendar days' advance written notice.

c. The right to review, or have a representative review, the material relied upon to support the reason(s) given in the notice;

d. A reasonable amount of official time to review the notice and supporting material, to prepare an answer and to secure affidavits, if the employee is otherwise in an active duty status,

e. Ten (10) calendar days in which to answer orally and/or in writing. The ten (10) calendar day period begins the day after the employee receives the proposed notice.

f. When there is reasonable cause to believe the employee has committed a crime for which a

sentence of imprisonment may be imposed, the employee is entitled to seven (7) calendar days to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer;

g. The name and title of the official designated to hear an oral reply and/or receive a written reply;

h. Be represented as prescribed in paragraphs 3d and 3e above, and,

i. A written decision and the specific reasons therefore at the earliest practicable date and shall contain the following information:

(1) the Employer's reason(s) which were used to sustain, alter, or withdraw the proposed action;

(2) a statement that the action is necessary to promote the efficiency of the service;

(3) the employee's appeal rights must be spelled out in the notice of decision;

(4) the time limits for appealing as prescribed by MSPB's regulations;

(5) the address of the appropriate MSPB field office;

(6) a copy of the MSPB's regulations;

(7) an appeal form; and,

(8) a notice of any rights to a grievance procedure, if applicable.

Section 5. An employee against whom an action is taken under this section is entitled to appeal to the Merit Systems Protection Board under 5 USC §7701.

Section 6. Copies of the notice of proposed action, the answer of the employee when written, a summary thereof when made orally, the notice of decision and reasons therefore, and any order

effecting the action, together with any supporting material, shall be maintained by the Employer and shall be furnished to the Board upon its request and to the employee affected upon the employee's request.

ARTICLE XIX

EMPLOYEE GRIEVANCE PROCEDURE

Section 1. Definition.

a. A grievance is defined as any complaint by:

(1) an employee concerning any matter relating to the employment of the employee;

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

(3) any employee, labor organization, or agency concerning:

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

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

b. The Council reserves the right to pursue complaints under this grievance procedure or other forums outlined in 5 USC Chapter 71.

c. Any complaint by an employee must concern a matter that personally affects the employee (e.g., not a matter that happened to someone else). Employee complaints will be in writing and the grievance must identify as specifically as possible the matter being grieved and the corrective action desired which must be within the discretion of the Employer to grant.

Section 2. Nothing in this Agreement, or any portion thereof, is intended to hinder or preclude the continued efforts of the employee, the Employer, and the Council to resolve disputes, questions or complaints in the most informal and expeditious manner possible. Nothing in this Article shall be construed as preventing the resolution of a grievance at any step or level of processing by any party to the grievance.

Section 3. Coverage.

a. The procedure in this Article is the sole procedure for the resolution of grievances, as defined in Section 1, by Unit employees.

b. Matters excluded from coverage under the Employee Grievance Procedure are set forth in Appendix II.

c. An employee may file a grievance in his/her own behalf without representation by the Council; however, the Council has the right to be present during the grievance proceedings in its role as the exclusive representative of the Unit. The employee will follow the grievance procedure and will present his/her grievance to the Council. The Council will then assign a document number to the grievance to properly record it. A copy of all decisions rendered by the Employer will be provided to the Council at the same time the employee receives his/her decision.

Section 4. Should an employee or group of employees in the Unit or the Council initiate a grievance or complaint that questions the interpretation of published Department of the Navy (DoN) policy, provisions of law, or regulations of appropriate authority outside the DoN, the following procedures will apply:

a. Processing of the grievance will be delayed and time limits will be held in abeyance until the question of policy, law, or regulation has been interpreted, should either Party so desire. The question(s) may be formulated jointly or separately and forwarded by the Employer, and contain mutually agreed upon or unilateral questions, and/or background data. Submission will be to the cognizant office in the DoN or cognizant authority outside the DoN.

b. If the interpretation is not received from the DoN or cognizant authority outside the DoN within ninety (90) calendar days of the date the letter was forwarded, the matter of interpretation will become part of the grievance. The ninety (90) day time limit may be extended by mutual agreement. If the interpretation is received after Arbitration has been invoked but prior to the hearing, the arbitrator must consider the interpretation in arriving at a decision.

c. Within fifteen (15) working days from the receipt of the interpretation, the employee or the Council may, if the issues are not resolved, continue to process the matter through the grievance procedure.

Section 5. Grievance Procedure. The following procedures shall apply in processing grievances covered by this Article except for matters excluded by Appendix II.

a. When an employee has designated a Council representative, the grievance form must be endorsed by the Council Steward and an elected Council Official after ensuring that the form is proper and as complete as possible prior to submission.

b. At each step of the grievance process, the grievant or the grievant's Council representative will submit two (2) copies of the grievance form to the appropriate management official as described below. The management official will immediately sign and date both copies and return one (1) copy to the person submitting the grievance and one (1) copy to the Council for employee filing on their own behalf.

c. All Unit employee grievances will be filed to the grievant's immediate supervisor and via grievant's Administrative Office. As an exception, disciplinary grievances may be filed via the Administrative Office, to the level of supervision above that of the supervisor who effected the disciplinary action. A grievance must be submitted to the appropriate official within fifteen (15) working days after the last occurrence or action that caused the grievance or within fifteen (15) working days of the date on which the employee became aware or should have become aware of such occurrence or action. The following is an exception to the time limits. Extenuating circumstances are those that are beyond the control of the employee and prevents the filing of the grievance in a timely manner. All relevant facts that may have prevented the employee from filing in a timely manner will be considered.

At the time the employee submits the grievance, the employee must indicate on the grievance form which grievance procedure he/she elects: the THREE STEP GRIEVANCE PROCEDURE or the ALTERNATIVE DISPUTE RESOLUTION (ADR) GRIEVANCE PROCEDURE. For either procedure, the immediate supervisor will:

(1) determine whether the grievance is timely, is covered by this grievance procedure, and the grievance form has been properly executed. (If the Employer determines the grievance to be either untimely or not covered by the negotiated grievance procedure, a written first step decision will be issued within fifteen (15) working days and processed under the THREE STEP GRIEVANCE PROCEDURE. If at any time the grievance is found to be timely or covered by this grievance procedure, the grievance will be processed using the procedure initially selected by the grievant at the first step. If the THREE STEP GRIEVANCE PROCEDURE (Rule 5-1) is selected, the grievance may be submitted to any step of the procedure,

(2) conduct an investigation, and,

(3) based on the procedure the grievant selected, follow either Rule 5-1 (THREE STEP GRIEVANCE PROCEDURE) or Rule 5-2 (ADR GRIEVANCE PROCEDURE) below:

Rule 5-1. THREE STEP GRIEVANCE PROCEDURE

(1) **STEP 1:** Within fifteen (15) working days, the supervisor must provide a decision in writing, a copy of the decision, and a properly completed copy of the grievance form to the grievant's Council representative. If the designated Council representative is not available to receive the decision, a Council Officer will sign for receipt of the decision.

(2) **STEP 2:** If the grievant is dissatisfied with the decision at Step 1, the grievant may, within fifteen (15) working days after receiving the decision in Step 1, resubmit the grievance, via the Administrative Office to the Shipyard Production Superintendent (Wage Grade employees) or the Division Head (General

Schedule employees) in accordance with Section 5b. The Administrative Office official or his/her designee will immediately sign and date both copies and return one (1) copy to the person submitting the grievance.

(a) Following a separate investigation of the matter and/or review of the facts, the management official, or a designated representative will conduct a formal discussion of the grievance with the grievant, the designated Council representative, and if desired by either party, any necessary witnesses, supervisors and management officials having direct responsibility in the matter. The parties will mutually agree upon the date and time of the discussion. If the mutually agreed upon meeting date is beyond the due date, time limits will be automatically extended accordingly. A second step discussion will not be held for grievances which are denied based on timeliness or were not covered by the grievance procedures. However, if at any time before the second step decision is rendered the grievance is found to be timely or covered by this grievance procedure and the grievant chooses to pursue the grievance through the THREE STEP GRIEVANCE PROCEDURE, the grievance will be processed using the procedure initially selected by the grievant at the first step. If the THREE STEP GRIEVANCE PROCEDURE (Rule 5-1) was selected, the grievance may be submitted to any step of the grievance procedure.

(b) Within fifteen (15) working days following the date submitted to the second step, the original written decision, a copy of the decision, and a properly completed copy of the

grievance form will be forwarded to the designated Council representative.

(3) **STEP 3.** If the decision at Step 2 of this procedure is not acceptable to the grievant, the grievant may, within fifteen (15) working days after receipt of the decision of Step 2, further process the grievance by completing the applicable portion of two (2) copies of the grievance form. The grievance form must be submitted to the Administrative Office.

(a) Within fifteen (15) working days following receipt of the grievance, the Department/Office Head shall review the grievance and provide the grievant or if represented, the grievant's Council representative, and the Council President a decision in writing. One of the two (2) previously submitted grievance forms shall be attached to the decision.

(b) If this decision is unacceptable, the grievance may be submitted to arbitration by the Council, in accordance with the procedure and time limits specified in Article XXI, Arbitration. If the grievant chooses, he/she may request ADR prior to the Council invoking arbitration, however, mediation will not be used more than once for any grievance. In this case, the time limits for invoking arbitration will be held in abeyance until the ADR process is completed. Once it is mutually agreed upon that the grievance cannot be resolved through mediation, the time limits for invoking arbitration apply.

Rule 5-2. ALTERNATIVE DISPUTE RESOLUTION (ADR) GRIEVANCE PROCEDURE. Alternative Dispute Resolution provides for an expeditious, amicable and cost effective resolution of workplace disputes and leaves the decision making in the

hands of personnel involved in the disputes. This may be in the best interest of both parties. The voluntary use of ADR by the Employer and the Council offers a different option than the usual way of settling disputes. Alternative means of dispute resolution emphasize creativity and cooperation in lieu of adjudicative or adversarial means of solving problems.

(1) If the grievant chooses the ADR grievance procedure, the parties must convene an Informal Resolution meeting within five (5) working days from the date the grievance is received. Only the grievant, the Council Representative, the first line supervisor and Shop Head, Project Superintendent or Branch Head and an HRO representative shall be present at this meeting. The parties may mutually agree to have present others who have information pertinent to the grievance or the authority to resolve the grievance.

(2) Once it is mutually agreed that the grievance cannot be resolved informally, the parties will initiate mediation within 7 working days. Once it is mutually agreed upon that resolution cannot be reached during this step, the grievant has 7 working days to submit the grievance to the third step of the THREE STEP GRIEVANCE PROCEDURE. Once this occurs, the procedures of the THREE STEP GRIEVANCE PROCEDURE will apply.

Section 6. Where two (2) or more employees have identical grievances arising from the same incident (the dissatisfaction expressed and the relief requested is the same), the Employer may require that the grievances be joined and processed as one grievance with the decision

applicable to all, except that if the grievances involve disciplinary action, the Employer may not require such joint submission. When joint grievances are required, the Council will select one of the grievances, and only that grievance will be processed and the designated grievant shall have only one representative of the Council. The acceptance by one or more employees of a decision rendered in a joint grievance shall not preclude the remaining employees from further appealing, as a joint grievance, a decision unacceptable to them. At each step, the original written decision will be provided to the Council representative with sufficient copies of the decision for each grievant.

Section 7. A Council representative designated on the Grievance form to process a grievance shall not be changed during the grievance procedure except by the Hawaii Federal Employees Metal Trades Council President or his/her designee.

Section 8. EXTENSION OF TIME LIMITS.

The time limits prescribed in this Article may be extended by written mutual agreement between the grievant and/or his/her Council representative and the appropriate management official prior to the end of a prescribed time limit. Failure of the Employer to observe prescribed time limits shall permit the grievant to either: a) proceed to the next step of the grievance procedure or b) wait for the Employer to render a decision before proceeding to the next step. Failure of the grievant or his/her Council representative, or the Council to observe time limits shall constitute withdrawal of the grievance.

Section 9. Nothing in this Agreement shall be construed so as to prevent the Council from

withdrawing as representative of an employee in a grievance, if, in the sole judgment of the Council, it considers the grievance to be invalid or without merit, provided that such withdrawal shall not prevent a grievant from continuing to process a grievance in accordance with Sections 3c above and 10 below.

Section 10. Representation of grievants in processing grievances under this procedure shall be limited to Council stewards or other representatives appointed by the Council, provided however, that a grievant may file a grievance on his/her own behalf and the Council shall be invited to attend all meetings during the grievance proceeding in accordance with 5 USC Chapter 71. The choice to pursue a grievance in such a manner shall be irrevocable. The grievant shall not be entitled to any representation or to the use of arbitration. Requests of an employee who grieves on his/her own behalf shall be made in accordance with this Article. The Department/Office Head's decision shall be final. Any such grievance must be consistent with the terms of this Agreement or any supplemental or informal agreements between the Council and the Employer. The Council President will be notified in writing of the decision at the same time notice is provided to the grievant.

Section 11. When requested on the grievance form or in writing at any other appropriate time in the grievance process by the grievant or his/her Council representative, the Employer will provide copies of records in accordance with 5 USC Chapter 71. If such records cannot be made available promptly, any discussion, meeting or hearing scheduled to be held shall be held in abeyance when requested by the grievant or

his/her Council representative, until at least five (5) calendar days after such records are made available. If such records cannot be made directly available for inspection because of applicable security or higher authority regulations or law, the Employer will use reasonable effort to gather and present such records in a declassified or legally acceptable form.

Section 12. Official Time.

a. The grievant's Council representative, designated on a Grievance form, whether an employee of the Shipyard or not, shall be granted full opportunity, consistent with applicable security or higher authority regulations or law, to conduct any necessary investigation within the Shipyard in connection with the preparation and presentation of that grievance. Such investigation may include interviewing grievants, witnesses, supervisors and management officials. The grievant's Council representative shall be notified and have the right to be present at any and all scheduled discussions, interviews, hearings, ADR sessions (informal resolution or mediation) or similar proceedings where a unit member is present, concerning the grievance conducted by a supervisor or management official or third party. All such proceedings, if held during working hours, must be scheduled in advance to allow the participants sufficient time to make arrangements for their attendance and/or representation.

b. Official time will be granted to Shipyard employees who would otherwise be in a pay status during work hours while processing a grievance in accordance with this Article. Such official time shall be only that which is reasonable and

necessary for accomplishing those proper activities that cannot normally be accomplished during non-duty hours.

c. Employees granted official time shall guard against excessive use of such time.

d. Requests by an employee for use of official time shall be made to the employee's immediate supervisor.

e. Information as to the expected duration and purpose of absence shall be given at the time the request is made.

f. Such requests shall be granted consistent with workload requirements and applicable regulations. However, in no case will overtime be paid.

Section 13. In the event either party should declare a grievance to be non-grievable or non-arbitrable, the original grievance shall be considered to be amended to include that issue. Any allegation of non-grievability or non-arbitrability shall be raised by the party making the allegation prior to that party issuing its final written decision under any of the procedures contained in this Article. All such disputes shall be referred to an arbitrator prior to the presentation of the underlying grievance. That arbitrator shall render a decision on that issue prior to any hearing concerning the underlying grievance.

ARTICLE XX

PARTIES GRIEVANCE PROCEDURE

Section 1. Grievances between the Council and the Employer shall be processed in the following manner:

a. Any grievance of the Council shall be submitted in writing to the Shipyard & IMF Commander by the Council President, with a copy to the Human Resources Office.

b. Any grievance of the Employer shall be submitted in writing to the Council President by the Shipyard & IMF Commander.

c. Within fifteen (15) calendar days after receipt of the grievance by either party, the President of the Council and the Shipyard & IMF Commander will meet to resolve the grievance. If the grievance is resolved at such meeting, the Parties will execute a memorandum of agreement setting forth the resolution. If the grievance is not resolved at the meeting, the Party to whom the grievance was submitted shall forward its decision to the grieving Party within twenty (20) calendar days after the date of the meeting.

d. If such decision is unacceptable, the grieving Party may within ten (10) calendar days after receipt of the decision, submit the grievance to Arbitration in accordance with the provisions of Article XXI.

e. When using this procedure, the parties may be represented by persons of their choice.

Section 2. All time limits in this Article may be extended by mutual agreement.

Section 3. Questions on the grievability or arbitrability of a dispute between the Parties will be resolved in the same manner as described in Section 4 of Article XIX, Employee Grievance Procedure.

Section 4. Matters excluded from coverage under this Article are set forth in Appendix II.

ARTICLE XXI

ARBITRATION

Section 1. The following procedure shall be followed whenever either party submits a matter to arbitration in accordance with the provisions of this Agreement. Arbitration shall be binding on the parties, except that either party may file an appeal to an Arbitrator's award in the appropriate forum.

Section 2. Written notice from either party of the desire to invoke arbitration must be submitted within twenty (20) calendar days after receipt of a final grievance decision in accordance with Article XIX or Article XX.

Section 3. Within the ten (10) calendar days from the date a party receives the written notification specified in Section 2 above, representatives of the parties shall meet to select an arbitrator. If agreement cannot be reached within five (5) calendar days after the initial meeting, the parties shall then submit a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of names of five (5) individuals with local addresses who are qualified to act as an arbitrator. Within five (5) calendar days following receipt of such list, the parties shall meet again to select the Arbitrator. If mutual agreement cannot be reached on one of the names on the list within five (5) calendar days, then on the fifth day, the Council and the Employer will each strike one name from the list in rotation until only one name remains, who shall be the Arbitrator. After implementation of the Agreement, the Employer will strike first from the list of arbitrators in the initial arbitration case.

The Council will strike first in the following arbitration case. The first strike will be rotated for all subsequent arbitration cases.

Section 4. Following selection and acknowledgment of acceptance from the Arbitrator, the parties will submit a joint letter to the Arbitrator, which shall present, in question form, the issue or issues on which arbitration is sought. The letter shall also outline the rules governing arbitration and the fees and expenses, which will be paid. It may contain mutually agreed-upon stipulations of fact, and it may be accompanied by any documents the parties mutually agree should be submitted to the Arbitrator in advance of the hearing but which may not necessarily be stipulations of fact. The Arbitrator will be expected to transmit his/her written award to the parties as soon as possible but in any event, not later than twenty (20) calendar days after the conclusion of the hearing or the service of post hearing briefs unless the parties otherwise agree.

Section 5. If the parties cannot agree on the issue or issues, the parties will present their interpretation of the issue or issues to the Arbitrator prior to the hearing.

Section 6. The arbitration hearing shall be held in the Shipyard & IMF during the regular day shift working hours, excluding weekends. The representatives of the parties may have one technical advisor to assist them. The aggrieved employee, his/her representative, and the technical advisors (if employees in the Unit) and necessary employee witnesses shall be in a pay status without charge to annual leave while participating in the arbitration proceedings,

provided they would otherwise be in a pay status.

Section 7. In considering any case referred under the procedure set forth herein, the Arbitrator shall be limited to the specific issue(s) submitted by the parties. Decisions of the Arbitrator shall not change, modify, alter, delete or add to this Agreement between the Employer and the Council.

Section 8. Unless appealed, such award shall be implemented within a practical time.

Section 9. Any fee(s) and all expenses to request a list of Arbitrators and the services of the Arbitrator shall be borne equally by the Employer and the Council. The cost of a shorthand or court reporter and transcripts, if required by the Arbitrator, will be shared equally by the parties.

Section 10. All time limits provided for in this Article may be extended by mutual agreement of the parties.

ARTICLE XXII PAYROLL DEDUCTION OF UNION DUES

Section 1. Payroll Deduction of Union Dues.

a. The Employer will make payroll deductions for the payment of employee organization dues from the pay of employees who voluntarily request such dues deduction and who are bona fide members in good standing of local unions affiliated with the Council. Dues are defined as the regular periodic payments required from a member to maintain him/her in good standing in an employee organization. In implementing the dues deduction program, the Employer and the Council shall be governed by the provisions of

this Agreement, the Civil Service Reform Act, regulations of the Office of Personnel Management, and mandatory directives of higher authority. It is recognized that changes in this Agreement may be required by future changes in such regulations and directives of higher authority.

b. An employee within the Unit who desires to have his/her dues deducted from his/her pay may, at any time, complete and sign the appropriate portions of Standard Form No. 1187, "Request for Payroll Deduction for Labor Organization Dues." Section A of the form shall be completed and certified by the President of the Council or his/her designee, who shall forward or deliver it to the Human Resources Office. The form must be received in the Human Resources Office no later than 12:00 noon on the last Tuesday preceding the pay period during which the initial deduction is to be made. An employee may request the deduction from his/her earnings of dues to more than one Council account.

c. The deduction(s) will be made each bi-weekly pay period from the pay of an employee who has requested such allotment for dues. The amount to be deducted will be computed by multiplying the employee's regular monthly dues by twelve (12) and dividing the result by twenty-six (26). It is understood that no deduction for dues will be made by the Employer in any pay period for which the employee's net earnings after other deductions are insufficient to cover the full amount of the allotment for dues.

d. No cost will be charged, to the Council or the employee, by the Employer for the allotment of dues. The total dues withheld each pay

period shall be transmitted by the Employer to the Council, by Electronic Funds Transfer (EFT) not later than six (6) working days after the close of each pay period. With each deposit, the Employer agrees to provide the Council with a list grouped by local union showing the names of the employees involved and the amount deducted for each employee. The list shall also show the total amount of dues withheld for the pay period and the amount remitted by the accompanying deposit.

e. An employee who has authorized the withholding of employee organization dues may revoke such authorization by means of a written request or by completion of Standard Form No.1188, "Cancellation of Payroll Deductions for Labor Organization Dues," and submission of the form or written request to the Customer Service Representative (CSR) Office of the Employer. Upon receipt of a cancellation form or request properly completed and signed by an employee, the Employer will discontinue the withholding of dues from the employee's pay effective the first full pay period after the next anniversary date. The anniversary date, for this purpose, is the last day of the pay period in which the Employer (CSR Office) receives the Standard Form No. 1187. The Employer (CSR Office) shall promptly notify the Council of all such revocations received by transmitting a copy of the form or request to the President of the Council or his designee.

f. All deductions of union dues provided for in this Agreement shall be automatically terminated in the event of loss of exclusive recognition by the Council. Any individual allotment for dues withholding shall also be

automatically terminated when the employee moves out of the Unit as a result of promotion (except temporary promotion), reassignment, or other position change, or upon the separation or transfer of the employee from the rolls of the activity.

g. The Council agrees to give prompt written notification to the Employer in the event an employee participating in the dues deduction program ceases for any reason to be a member in good standing of his local union, in order that the Employer may terminate his allotment for dues.

h. The Council shall be responsible for insuring that Standard Form No.1187 is procured and made available to the members of its affiliated local unions, and shall insure that the forms are properly completed and certified before transmitting them to the Employer (HRO). The Council recognizes its responsibility for seeing that the members of its affiliated unions are fully informed and educated concerning the program for payroll deduction of employee organization dues, its voluntary nature, and the uses and availability of the required forms. The Council will advise employees, who request, of the permissible dates for effecting dues withholding cancellations.

i. The Council shall furnish the Employer (HRO) with a current listing of its affiliated local unions certifying the membership dues established by each organization and containing the names and signatures of union officials who are designated by the President of the Council to certify Section A of Standard Form 1187 on his behalf. The Council shall be responsible for giving the Employer prompt written notification

of any changes in this information. Changes in the amount of employee organization dues for payroll deduction purposes shall not be made more frequently than once each twelve (12) months. Written notification of changes in dues will be addressed to the Employer (HRO) and will specify the amount of "current" monthly bi-weekly dues, and the bi-weekly amount the dues will be changed to. The new bi-weekly amount will be identified to the specific union code which is shown on the union listing. Additionally, this notification will provide a proposed effective date for the change in dues rate.

Section 2. Payroll Deduction of Dental Fees.

a. The Employer will make payroll deductions for the payment of dental plan fees from the pay of employees who voluntarily request such fees deduction and who are bona fide members in good standing of local unions affiliated with the Council. The Council is responsible for coordinating all matters concerning the dental plan and fees with the dental plan provider.

b. All procedures established above concerning union dues will apply to the deduction of the dental plan dues.

ARTICLE XXIII

ENVIRONMENTAL DIFFERENTIAL AND HAZARD PAY

Section 1. This article represents the parties' agreement on environmental differential and

hazard pay. Additional information on those subjects is contained in NAVSHIPYDPEARL Instruction 12000.1 sections 308 & 309 (or its most current revision), which was negotiated with the Council. The Employer will make no changes to that instruction before affording the Council the opportunity to bargain, in accordance with Article II.

Section 2. The following general rules shall apply in the administration of environmental pay within Unit One:

a. In cases where additional pay is payable only for the time actually involved in performing the work in question, such time shall include any necessary cleanup time, and authorized breaks.

b. An employee performing work covered by an additional pay schedule designated as payable "for each payable hour of the shift" is entitled to such additional pay for all regular hours of the shift worked and any overtime hours worked.

Section 3. If at any time during a job assignment an employee believes that the nature and/or conditions of the work are such that payment of environmental pay is warranted, the employee shall call the matter to the attention of his/her immediate supervisor. The supervisor will then obtain a decision from the supervisory level which is authorized to approve the payment. This decision will then be given to the employee by the immediate supervisor. If the employee accepts the decision, the dispute will be considered resolved. If the employee does not accept the decision, the matter may then be processed further in accordance with Article XIX, Employee Grievance Procedure.

If a dispute arises, the employee may request representation from a council steward or

representative, who shall be allowed to inspect the involved area as soon as possible accompanied by the supervisor. If the employee does not request representation from a Council steward or representative and there is a dispute, the supervisor will notify the Chief Steward who shall be allowed to inspect the involved area as soon as possible accompanied by the supervisor.

During processing of matters under this Section the employee shall continue working on the assigned job.

ARTICLE XXIV **HEALTH AND SAFETY**

Section 1. The Shipyard & IMF's safety program and implementing instruction are set forth in the Shipyard & IMF Safety Manual. In pursuit of such program, the Employer will make every effort to provide and maintain safe and healthful working conditions.

Section 2. The President of the Council shall be provided a copy of the Shipyard & IMF's Safety Manual. Department Heads will be provided a copy of the manual and will make such copy readily accessible for employees under their supervision.

Section 3. The parties agree that for each active Occupational Safety and Health (OSH) committee, the Council may provide one representative to participate in the committee. The Council representative may participate in committee discussions and provide recommendations.

Section 4. Employees shall not be required to work in a hazardous situation or place without appropriate protective devices or facilities.

a. Employees will conduct continual inspection of their worksites and when feasible, immediately correct any unsafe conditions found and report such conditions and the corrective action taken as soon as practicable to their supervisors. If unable to correct an unsafe condition, employees shall warn other employees, if any, in the immediate area of the danger and report the matter to the nearest supervisor, regardless of rank or shop, who shall be expected to take immediate action to correct or have the unsafe condition corrected.

b. If an unsafe condition cannot be resolved per Section a. above and an employee believes that an assigned task poses an imminent risk of death or serious bodily harm, the employee shall immediately advise the supervisor of this and a ruling shall be obtained from the Safety Division before proceeding with the task.

Section 5. The Employer will provide the required personal protective equipment. Employees will wear the proper personal protective equipment in accordance with the Safety Manual and will take care to protect such equipment and to exchange it as needed in case of damage or when a visual inspection indicates it will not provide the protection required.

Section 6. Employees shall not suffer harassment, discrimination in promotion or assignments, or reprisal by supervisors or management officials for reporting unsafe working conditions.

Section 7. Unit employees engaged in hazardous duties or occupations shall receive periodic medical surveillance examinations as determined by cognizant authorities and set forth in the current edition of the applicable Shipyard & IMF

instruction. An employee's workshift will be adjusted as necessary to ensure the employee is able to keep scheduled appointments. Such examinations shall be made without loss of pay or leave.

Section 8. The Employer will grant sick leave, when requested, once in every twelve (12) calendar month period to employees who present proof of appointment for a complete physical examination by a doctor of their choice at the employee's expense.

ARTICLE XXV **TRADE JURISDICTION**

Section 1. The Employer recognizes that the subject of trade jurisdiction boundaries between and among crafts is a matter of interest and concern to the Council. The Council shall have the right to make representation to appropriate officials of the Employer concerning trade jurisdiction matters, including recommendations as to the manner in which specified work should be assigned among the respective trades within the Unit.

Section 2. The Employer agrees to give serious consideration to any views and recommendations on trade jurisdiction matters which may be presented by the Council. It is recognized that the Employer has the right and responsibility to determine the manner in which work shall be assigned within the Unit.

ARTICLE XXVI **GENERAL PROVISIONS**

Section 1. A copy of this Agreement shall be given to each newly-hired employee in the Unit. During the indoctrination training provided to newly-hired employees, the Council's status as exclusive representative of employees in the Unit will be explained by a representative of the Employer and the Council both verbally and by distribution of written material, and employees will be encouraged to familiarize themselves with the content of this Agreement. The Council may present to the Employer its views and recommendations concerning the content of the verbal and written material covering the Labor-Management Relations Program which will be presented to employees during indoctrination training sessions.

Section 2. The Employer agrees to have sufficient copies of this Agreement printed and to furnish a copy of the same to all employees in Unit One and the Council upon request.

Section 3. It is mutually understood that all persons, including supervisors and stewards, but not limited thereto, involved in employee-management relations should assert themselves in a temperate and reasonable manner in their mutual dealings and will assume responsibility for conforming to appropriate standards of personal conduct. However, this shall not be construed to impair in any manner the right and obligation of a Council representative or steward to effectively represent employees in the Unit.

Section 4. The Employer will provide separate Council bulletin boards which will be located in shops and offices and at projects for the posting of Council notices and similar informational material. For shops and offices, the Shop Head or Department Head and Chief Steward, and for

projects the Operations Officer or his/her representative and the Council President or representative must mutually agree to the location of the bulletin boards. The Council may also be permitted to distribute literature to employees in the Unit during the non-work hours of such employees provided there is no interference with the work of the Shipyard & IMF. The Council is responsible for the contents of literature posted or distributed by their stewards, Chief Stewards, or representatives and shall insure that such literature does not violate any law, applicable regulations, provisions of this Agreement, the security of the Shipyard & IMF or contain scurrilous or libelous material. Campaign literature for election to Government Offices will not be posted or distributed at any time on the Naval Base. All materials shall be subject to screening and approval by the Employer before posting or distribution. The Council will be responsible for posting and removing approved material in its designated space and for maintaining its bulletin board space in orderly condition. Space may be provided in the Shipyard & IMF LOG when available, for the Council's use. All material is subject to editorial revision; any revision or changes must be approved by the Council before publication.

Section 5. In addition to other appointments made in accordance with this Agreement, the Council President may appoint two (2) representatives and alternates for the Council to serve on the Athletic and Welfare Committee.

Section 6. During the months of January and July of each year, the Employer will provide the Council an up-to-date listing of the names of all

employees in Unit One, together with their shop or code number, badge number, pay plan, title, series, grade, and job/position description number.

Section 7. The Employer agrees that the Council shall be provided reserved parking stalls for the use of its officials on the basis of one stall for each Chief Steward/steward and one stall for each elected officer of the Council who is a Shipyard & IMF employee, unless such officers have been assigned reserved parking stalls by other methods. Furthermore, the Council will be provided fourteen (14) additional stalls for their use. Consistent with the availability of stalls and management's needs, the Council's stalls will be assigned in the areas desired by the Council. The use of the designated stalls will be controlled by the Council.

Section 8. To assist in efforts to reduce costs, eliminate waste, and to provide the best services for the taxpayer, the Council and the Employer endorse the concepts of:

- a. Conserving materials and supplies.
- b. Improvement in the quality and quantity of daily workmanship.
- c. Seeking out and using more efficient and economical ways of getting jobs accomplished.
- d. Encouraging the submission of improvement and cost reduction ideas. When requested by the Employer or the Council President, the Council may designate representatives to any Ad Hoc committee established by the Employer to promote the foregoing objectives.

Section 9. The Shipyard & IMF instructions referred to in this Agreement may be changed by the Employer when deemed necessary or when required by higher authority, provided that any

such action is subject to the provisions of Section 2, Article II, Administration of Agreement. The Council may propose changes in accordance with the provisions of the same article.

Section 10. The Employer will notify the Council of all negotiable matters as covered by Article II and in accordance with law. The Council will respond within seven (7) calendar days of receipt.

Section 11. Whenever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work to management officials and to determine which management official will perform the function discussed.

Section 12. It is the intent of the Employer and the Council to keep each other informed of significant matters, negotiable or not, to foster open communication and partnership between the parties.

ARTICLE XXVII DURATION OF AGREEMENT

Section 1. This Agreement will become effective on the date of approval by the Department of Defense (DoD) or thirty (30) days from the date

of execution of this Agreement, whichever comes first. The duration of this Agreement will be for three (3) years from the date of approval and will be automatically extended for successive periods of three (3) years after approval by DoD unless either party gives written notice to the other party of intent to reopen this Agreement for renegotiations for any or all of its provisions in accordance with 5 USC, Chapter 71.

Section 2. Except for the first six (6)-month period following approval of the Agreement, it may be opened at any time by mutual consent for amendments/supplements. Any request for amendment/supplement shall be in writing and must include a summary of the subject matter being proposed. Within twenty (20) calendar days after receipt of the request, representatives of the Parties shall meet to discuss and negotiate the matter. No changes shall be considered other than those directly related to the subject of the proposed amendment/supplement.

GLOSSARY

ADMINISTRATIVE WORKWEEK - a period of seven (7) consecutive calendar days designated in advance

by the head of an agency under Section 6101 of Title 5 United States Code.

AGREEMENT - the Agreement, amendments, supplements and appendices that have been negotiated and mutually agreed to by the parties, ratified by Union members of the Unit and approved by the Department of Defense.

ANNIVERSARY DATE - Last day of the pay period in which the Customer Service Representative Office receives the dues deduction form.

CONDITIONS OF EMPLOYMENT - personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions except that such term does not include policies, practices, and matters:

1. relating to political activities prohibited under 5 U.S.C. § 7321; or
2. relating to the classification of any position; or
3. to the extent such matters are specifically provided for by Federal statute.

CONSULT/CONSULTATION - the solicitation of the other party's views, either orally, or in writing.

COUNCIL OFFICIAL - a person holding an elected position or office within the Council or an officially appointive position or office which entitles that person to administer the Agreement or other Council affairs on behalf of the Council on other than an Ad Hoc basis.

COUNCIL REPRESENTATIVE - an official of the Council or any other person specifically designated by the Council President or his designee to represent the Council in dealing with management, whether or not the representative so designated is an employee of the Federal Government.

DEPARTMENT/OFFICE - as defined by the Employer's Organization Manual.

EMPLOYER - the Shipyard & IMF Commander, or a management official or a supervisor.

EXCESS LEAVE - that annual leave which has been or will be accrued within a leave year by an employee and which, if not used prior to the end of the leave year, will be forfeited.

FURLOUGH - the placing of an employee in a temporary status without duties and pay because of lack of work or funds or other nondisciplinary reasons.

HIGHER AUTHORITY - authority higher than the Shipyard & IMF Commander.

MANAGEMENT OFFICIAL - an individual employed by the Employer in a position the duties and responsibilities of which require or authorize the individual to formulate, determine or influence the policies of the Shipyard & IMF.

NEGOTIATE - when used in this Agreement means to negotiate, to the extent required by law, changes to working conditions, policies or

practices that may affect bargaining unit employees.

OPPORTUNITY - informing the Council by either formal written notification or by e-mail of a meeting in which personnel issues will be discussed between a supervisor and an employee. Council will be allowed to reply to such notification prior to holding the discussion.

PRIVACY ACT - safe guarding documents and granting access in accordance with Public Law 93-579, 5 U.S.C. 552a.

QUALIFIED EMPLOYEE - defined as those who, as determined by the assigning supervisor, possess the required skills and job qualifications and, in the case of assignments to second or third shifts knowledge of the operations and the ability to perform satisfactorily under the limited supervision available on such shifts.

REASONABLE TIME - reasonable time as specified in this Agreement for stewards and other employee representatives of the Council to assist employees in work-related problems and to conduct Employer-approved Council affairs is understood to mean the prudent use of time necessary to complete such tasks.

REDUCTION IN GRADE - the reduction of the rate of basic pay fixed by law or administrative action for the position held by an employee.

REDUCTION IN PAY - the reduction of the rate of basic pay fixed by law or administrative action for the position held by an employee.

RENEGOTIATED AGREEMENT - a new agreement negotiated by the parties.

REMOVAL - involuntary separation from the Shipyard & IMF for just cause.

SENIORITY - based on an employee's service computation date.

SERVICE COMPUTATION DATE (SCD) - total Federal government service time. Adjusted leave computation date is not included as part of the SCD.

SHOP DIVISION - a major trade group within an organization.

SHOULD HAVE BECOME AWARE - when an employee first realizes an occurrence that personally affects the employee.

SUPERVISOR - an individual employed by the Employer having authority to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action.

SUSPENSION - the placing of an employee, for disciplinary reasons, in a temporary status without duties and pay.

THIRD PARTY - a neutral person chosen by the parties to hear the dispute of the parties and to render a decision to resolve the dispute.

TOUR OF DUTY - the hours of a day (a daily tour of duty) and the days of an administrative workweek (a weekly tour of duty) that constitute an employee's regularly scheduled administrative workweek.

APPENDIX I
**LOCAL UNIONS AFFILIATED WITH THE
HAWAII FEDERAL EMPLOYEES METAL
TRADES COUNCIL, AFL-CIO**

1. International Federation of Professional and Technical Engineers, Local Union No. 121
2. International Union of Painters and Allied Trades Local Union No. 1941
3. International Association of Bridge, Structural and Ornamental Iron Workers, Local Union No. 742 (Navy Yard Riggers)
4. International Association of Machinists and Aerospace Workers, Hawaii Federal Lodge No. 1998
5. International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmith, Forgers and Helpers, Lodge No. 90
6. International Brotherhood of Electrical Workers, Local Union No. 1186
7. International Union of Operating Engineers, Local Union No. 3
8. Sheet Metal Workers' International Association, Local Union No. 293
9. United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local Union No. 811
10. Laborers International Union of North America, Local 368

APPENDIX II
**MATTERS EXCLUDED FROM
THE GRIEVANCE PROCEDURES**

Grievances resulting from actions of the types listed below shall not be processed under the Employee Grievance Procedure and the Parties Grievance Procedure of this Agreement.

1. Directed actions of the Office of Personnel Management (OPM).
2. Separation for failure to satisfactorily complete a probationary or trial period appealable under 5 CFR 315, OPM regulations.
3. Non-selection for promotion from a group of properly ranked and certified candidates.
4. A grievance that has already been presented under the Navy's Administrative Grievance Procedure by the same employee for the same incident.
5. Employment of another applicant when the person who wishes to appeal to the MSPB is entitled to priority employment consideration after a reduction-in-force action (5 CFR 330), or after partial or full recovery from a compensable injury (5 CFR 302).
6. A reduction-in-force action or furlough for more than 30 days appealable under 5 CFR 351 of OPM regulations.
7. An alleged violation of various reemployment rights such as movement between executive agencies during an emergency; after detail to an international organization; after service under

the Indian Self-Determination Act; and after service under the Taiwan Relations Act.

8. An alleged violation of restoration to duty from uniformed service or compensable injury under 5 CFR 353 of OPM regulations.

9. A performance-based action under 5 CFR 432 or 5 CFR 752.

10. The classification of a position (GS or FWS) which does not result in reduction in grade or pay of an employee.

11. A reconsideration decision sustaining a negative determination of competence and/or withholding of a WIGI for a GS employee under 5 CFR 353 of OPM regulations.

12. Termination of Grade/Pay retention because of reasonable offer under 5 CFR 536.

13. A classification decision (GS or FWS) appealable under 5 CFR 511 or 5 CFR 532.

14. An allegation or complaint of discrimination reviewable under 29 CFR 1614 of OPM regulations.

15. Adverse action for violating prohibited political activity under 5 CFR 734.

16. An adverse action appealable under Subparts C and D of 5 CFR 752 of OPM regulations.

17. A suitability determination appealable under 5 CFR 731 of OPM regulations.

18. A health benefits decision appealable under 5 CFR 890.

19. Loyalty Cases - Title 5, USC Chapter 13.

20. National Security - Title 5, USC Chapter 73, Suitability, Security, Conduct.

21. An injury compensation decision appealable under 20 CFR 10 of Department of Labor regulations.

22. Nonadoption of a suggestion or disapproval of a quality salary increase, performance award,

or any other kind of honorary or discretionary award.

23. Termination of a temporary promotion.

24. Actions or decision of any other authority not a party of this Agreement. This includes offenses originating under Federal statutes or regulations of City, County, and State statutes appealable to Federal Magistrates. This restriction does not apply to those actions by the Employer which are within his discretion.

25. A warning of unsatisfactory performance rating.

26. Denial of disability retirement appealable under 5 CFR 831 (CSRS and CSRS-offset) and 5 CFR 844 (FERS) of OPM regulations.

Appendix III
Active MOU/MOA Listing

The Memorandum of Understandings (MOUs)/Memorandum of Agreements (MOAs) listed below remain in effect after the effective date of this agreement; any others dated prior to the effective date of this agreement are null and void unless extended by the agreement of the parties. This does not preclude the development of MOUs/MOAs after the effective date of this agreement.

Active MOUs/MOAs

1. Break room area for the Radiological Control Technicians dated 09/23/99 (C/105).
2. Videotaping of Radiological Control Technicians in familiarization training sessions for which no course grade is assigned dated 09/23/99 (C/105).
3. Selection of employees to the survey team under the Radiological Emergency Assistance Team dated 09/07/00 (C/105).
4. Radiological Survey Record Review Process in Code 105.3 dated 10/13/98 (C/105).
5. Issuance of memorandum on Blood Borne Pathogens, 5100.1700 Ser 106.1/M079 of 17 Feb 1998, as interim guidance until a Shipyard Instr is completed dated 03/20/98 (C/106). This

memorandum will be terminated upon implementation of the Shipyard & IMF Safety Supplement.

6. Refueling Mechanics dated 06/28/01 (C/300N).

7. Contingency Passport Process in Code 950 dated 03/05/01 (C/950).

8. Security Rotation Policy Roving and Pumpwell dated 08/07/96 (C/999).

9. Selection process of assigning personnel in the Engineering & Planning Department to Chief of Naval Operations (CNO) and non-CNO availabilities/projects in support of Project Management.

Appendix IV



**HAWAII FEDERAL EMPLOYEES
METAL TRADES COUNCIL**

AFL-CIO

P.O. BOX 716 • AIEA, HAWAII 96701-0716

HFEMTC GRIEVANCE # _____

APPENDIX IV
PEARL HARBOR NAVAL SHIPYARD EMPLOYEE GRIEVANCE FORM

NAME OF GRIEVANT: _____
(PRINT OR TYPE PLAINLY)

POSITION: _____

SHOP OR OFFICE BADGE NUMBER: _____

SUPERVISOR: _____

GRIEVANT'S REPRESENTATIVE: _____
(NAME) (BADGE NO.)

IF OTHER THAN SHIPYARD EMPLOYEE, FULL ADDRESS:

_____ (PHONE NO.)

NATURE OF GRIEVANCE:

CORRECTIVE ACTION REQUESTED:

HEFMTC GRIEVANCE # _____

I ELECT:

☐ Three Step Grievance

☐ **A**lternate **D**ispute **R**esolution

RECORDS OF WHICH EXAMINATION IS REQUIRED _____

FIRST STEP

SUBMITTED BY: _____ DATE: _____
(Grievant's Signature)

APPROVED BY: _____ DATE: _____
(Council Official's Signature)

TO: _____
(Supervisor)

RECEIVED BY: _____ DATE: _____
(Supervisor's Signature)

SUPERVISOR'S DECISION RECEIVED BY: _____ DATE: _____
(Signature)

SECOND STEP

SUBMITTED TO: _____ DATE: _____
(Supervisor or Management Official)

RECEIVED BY: _____ DATE: _____
(Signature)

2nd STEP DECISION RECEIVED BY: _____ DATE: _____
(Signature)

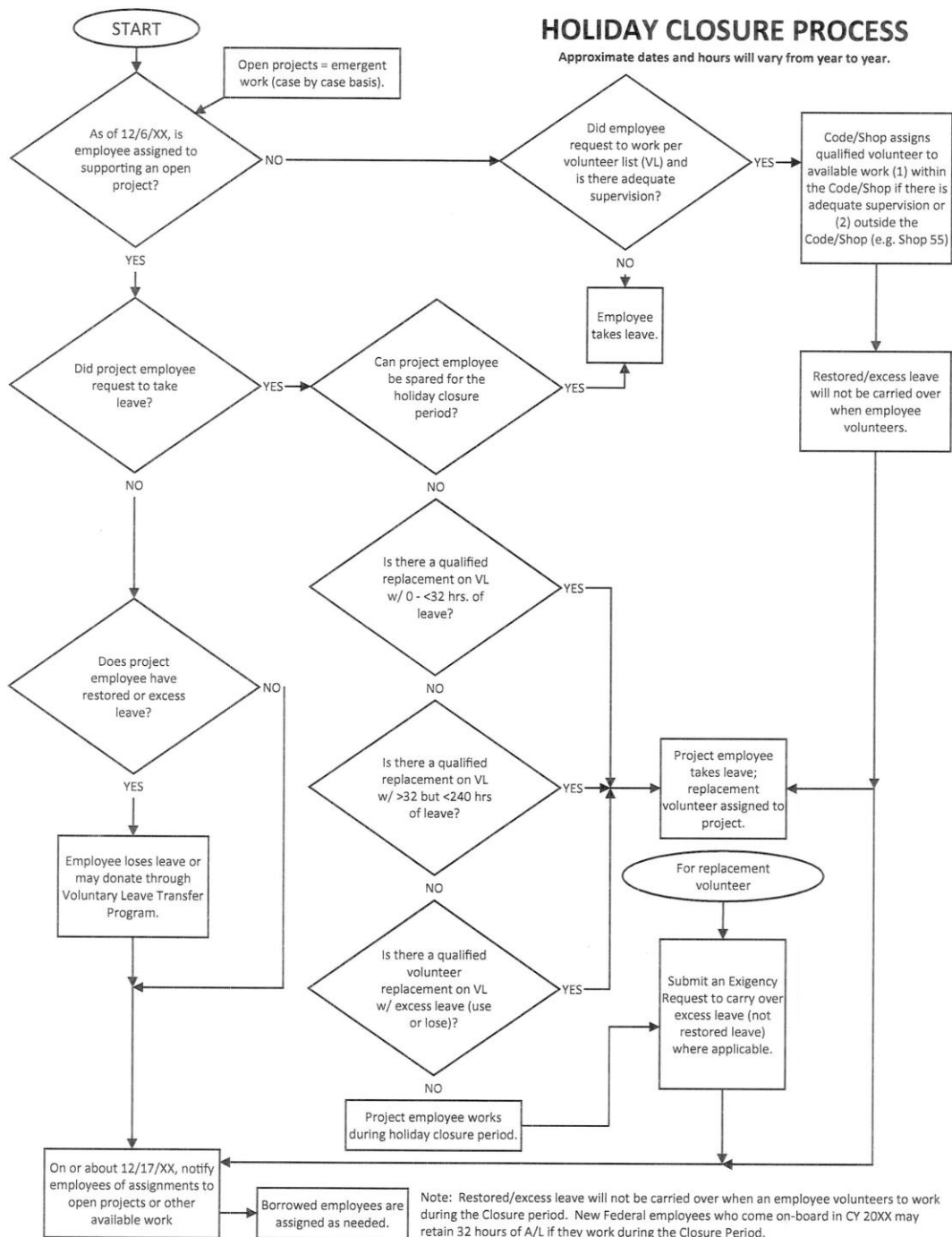
THIRD STEP

SUBMITTED TO: _____ DATE: _____
(Department/Office Head)

RECEIVED BY: _____ DATE: _____
(Signature)

3rd STEP DECISION RECEIVED BY: _____ DATE: _____
(Signature)

APPENDIX V



Approximate dates and hours will vary from year to year.

In witness whereof the parties have executed this Agreement on the last date of signature.

FOR THE EMPLOYER:

[Redacted Signature]

11/20/11

Date

Captain, U.S. Navy
Commander, Pearl Harbor Naval
Shipyard and Intermediate
Maintenance Facility

[Redacted Signature]

11/10/11

Date

Chief Spokesperson
Shipyard Negotiating Team

[Redacted Signature]

11/10/2011

Date

Member
Shipyard Negotiating Team

[Redacted Signature]

11/14/11

Date

Member
Shipyard Negotiating Team

[Redacted Signature]

11/15/2011

Date

Member
Shipyard Negotiating Team

[Redacted Signature]

11/10/11

Date

Member
Shipyard Negotiating Team

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]