

AGREEMENT BETWEEN THE
COMMANDER SUBMARINE FORCE, U. S. PACIFIC FLEET

and

COMMANDING OFFICER, NAVAL SUBMARINE BASE

PEARL HARBOR, HAWAII

with

SERVICE EMPLOYEES' INTERNATIONAL UNION
LOCAL 556

Approved by Department of the Navy
Effective
17 December 1990

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PREAMBLE

This Agreement is by and between the Commander Submarine Force, U. S. Pacific Fleet (COMSUBPAC); Commanding Officer, Naval Submarine Base, Pearl Harbor, Hawaii (NAVSUBASE PEARL); hereinafter referred to as the "Employer," and the Service Employees• International Union Local 556, AFL-CIO; hereinafter referred to as the "Union."

WITNESSETH

WHEREAS The Civil Service Reform Act of 1978 (Public Law 95-454), stimulates the effective conduct of public business by promoting orderly and constructive relations to permit greater employee participation in formulating and implementing personnel policies and practices affecting conditions of their employment, the Employer and the Union herewith agree on the following provisions as clear statement of their respective rights and obligations.

ARTICLE I

EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

Section 1. The Employer recognizes the Union as the exclusive representative of the Units identified in Section 2 and this Agreement shall apply to all such employees and to their interests in matter of personnel policies and practices as well as other matters affecting their general working conditions.

Section 2. The Units to which this agreement is applicable are composed of all eligible graded (Classification Act) and ungraded (Wage Board) employees of the:

- a. Headquarters Staff, COMSUBPAC, Pearl Harbor, Hawaii
- b. SUBASE, Pearl Harbor, Hawaii

Section 3. Excluded from the Units to which this Agreement is applicable are supervisors, professional and managerial personnel, guards, persons engaged in Federal personnel work in other than a purely clerical capacity, and employees who operate any item of cryptographic equipment either "off line" or "on line," who repair or maintain cryptographic equipment or who are employees of the Naval communication system elements whose positions require cryptographic authorization.

ARTICLE II

ADMINISTRATION OF AGREEMENT

Section 1. This Agreement and any supplement thereto shall be jointly administered by the Employer and Service Employees' International Union, Local 556, AFL-CIO.

ARTICLE III

PRECEDENCE OF LAWS AND REGULATIONS

Section 1. In the administration of all matters covered by this Agreement, management officials and employees are governed by existing laws and by regulations of appropriate authorities which are in effect at the time of approval of this Agreement by the Department of the Navy, and by future regulations which are required by law.

Section 2. Rules, regulations and/or directives in the possession of the Employer which deal with personnel policies and practices affecting employees in the Unit will be made available for the perusal of the Union upon request, or when deemed by the Employer to be of interest to the Union. The foregoing is subject to security regulations, Freedom of Information, Privacy Acts, and is not applicable to policies, regulations, and memoranda of an intra-management nature.

ARTICLE IV

EMPLOYER RIGHTS

Section 1. Nothing in this Agreement shall affect the authority of any management official of the Employer to:

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

b. in accordance with applicable laws:

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

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

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

(a) properly ranked and certified candidates for promotion, or:

(b) any other appropriate source; and

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

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

a. 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;

b. procedures which management officials of the agency will observe in exercising any authority under this section or

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

Section 3. In the administration of the Agreement, the parties agree that before the Employer initiates any changes to personnel policies and practices in the Unit during the life of this Agreement for which there is an obligation to consult and bargain the following procedure will be followed:

a. The Employer will forward a copy of the proposed changes either via certified mail or hand delivery to the Union.

b. Within ten (10) calendar days of receipt of the proposal, the Union must notify the Employer either via certified mail or hand delivery of its desire to consult and bargain with the Employer.

c. If no response is received within the ten (10) calendar day period, the Employer may institute the proposed changes and no further obligation to consult and bargain exists.

d. The receiving party will sign receipts for all hand deliveries.

e. Time limits may be extended by mutual agreement.

ARTICLE V

UNION RIGHTS

Section 1. The Union is the exclusive representative of the employees in the Unit and is entitled to act for and negotiate collective bargaining agreements covering all employees in the Unit. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership.

Section 2. The Union shall be given the opportunity to be represented at:

a. any formal discussion between one or more representatives of the employer and one or more employees in the Unit or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment; or

b. any examination of an employee in the Unit by a representative of the Employer 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.

Section 3. The employer shall annually inform all employees in the Unit of their rights under Section 2(b) of this Article.

ARTICLE VI

EMPLOYEE RIGHTS

Section 1. 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, and each employee shall be protected in the exercise of such right.

a. Except as otherwise provided by law, such right includes the right:

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

(2) to engage in collective bargaining with respect to conditions of employment through Union representatives.

Section 2. Employees have the right to refer or not to refer work related problems to the Union's attention without fear of reprisal.

Section 3. Employees may become or remain a member of the Union; however, nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 4. In accordance with applicable laws and the terms of this Agreement, employees in the Unit have the right to be represented by the Union without discrimination because of

membership or nonmembership in the Union.

ARTICLE VII

UNION REPRESENTATION

Section 1. The Employer shall recognize the officials and designated representatives of the Union. The Union shall provide the Employer and maintain with the Employer on a current basis, a complete list of all officials, authorized representatives, and any alternates, with their assigned areas of responsibility.

Section 2. The primary point of contact between the Union and the Employer, for the purpose of discussing questions which may arise concerning the general administration or interpretation of this Agreement shall be:

For the Union:	The President or his authorized representatives;
For the Employer:	The designated Labor Advisor from the Consolidated Civilian Personnel Office (CCPO).

Union representatives who are not employees of the Employer and who desire admission to areas under the jurisdiction of the Employer will make arrangements in advance through the designated Labor Advisor. If the Labor Advisor is unavailable, the Union representative will make arrangements in advance with the SUBASE Comptroller or the SUBPAC Manpower Resources Manager, as appropriate. Such visits shall be governed by current security regulations.

Section 3. The Employer recognizes the right of the Union to designate Shop Stewards and a Chief Shop Steward from among the employees of the Unit. The Union may designate up to four Stewards to serve as representatives of employees within geographical areas or organizational elements to be mutually agreed upon. If the Union does not designate a steward, the Employer is relieved of the responsibility to deal with "stewards" as further defined in this Agreement.

Section 4. The Employer and the Union shall encourage their respective representatives to seek mutually acceptable solutions of problems at the lowest level of supervision possible.

Section 5. Reasonable time during working hours will be granted Union representatives who are Unit employees to carry out their duties set forth in this Agreement subject to workload and manpower requirements. The use of the word "reasonable" recognizes that there must be a balance between the official time used for representational responsibilities and that required to meet mission requirements; therefore, Union representatives shall guard against the excessive use of Government time.

Section 6. The Employer will include, in new Unit employee indoctrination, a statement on the contractual relationship existing between the Employer and the Union and will provide each new employee with a copy of the negotiated Agreement within two weeks after reporting to the job, the new employee will be introduced to the appropriate Union steward by the supervisor,

subject to the availability of the steward and the employee. The steward may give the new employee a brochure on the Union function at that time. Elected Union officers and Union stewards will be permitted to wear identifying decals on their safety helmets, where helmets are required; otherwise they may wear Union pins or badges.

Section 7. Stewards shall report to and obtain permission from their immediate supervisor whenever they desire to leave their assigned work or work area for the purpose referred to above, and shall report back to the supervisor at the time they return to the job. Prior to contacting another employee, permission shall be obtained from the supervisor of the employee to be contacted. Supervisory permission in both instances will normally be granted promptly in the absence of compelling circumstances such as workload requirements/deadlines, etc. If circumstances preclude permission at the time, the steward will be informed when such permission will be granted.

Section 8. Time off from work granted to Union representatives shall not be used for discussion of any matter connected with the internal management or operations of the Union or any other employee organization; the collection of dues, assessments or other funds; the solicitation of memberships; campaigning for elective office in the Union or other. employee organization; the distribution of literature or authorization cards; or the deliberate seeking out of grievances or complaints.

Section 9. Union stewards will be granted official time to

attend Union sponsored training which concerns labor-management relations in an amount the Employer and the Union mutually agree to be reasonable, necessary, and in the public interest. The Union will provide the Employer a training agenda at least five workdays prior to commencement of the training.

ARTICLE VIII

HOURS OF WORK

Section 1. The administrative workweek is the calendar week of Sunday through Saturday.

Section 2. The normal basic 40-hour workweek will consist of five consecutive eight hour days, Monday through Friday. The Employer may assign employees to basic workweek schedules other than the above consistent with governing regulations.

Section 3. The regular day shift hours shall be an eight-hour period commencing from between 6:25 a.m. and 7:55 a.m. and ending between 2:55 p.m. and 4:25 p.m. The evening shift hours shall commence at 2:55 p.m. and end at 11:25 p.m. The regular shift hours for galley workers shall be an eight-hour period commencing from between 3:30 a.m. and 9:30 a.m. and ending between 12:00 noon and 6:00 p.m. Employees will have a non-paid thirty-minute meal period near the middle of each shift.

Section 4. Should it be necessary to establish schedules departing from the above, the Employer shall provide the Union an opportunity to meet with the Employer and discuss the proposed change(s) and shall give serious consideration to the Union's views prior to making any final decision on implementation. It is understood that the right to establish or change working schedules rests with the Employer.

Section 5. Obtaining and returning Government tools, equipment and materials from places of issue and designated storage areas;

or donning and removal of any Government provided clothing and equipment shall be done on Government time.

Section 6. Employees will be allowed personal cleanup time as deemed appropriate by the supervisor. It is understood that the Employer retains the right to assign work during periods normally used for clean-up.

Section 7.

a. The days and shift hours of an employee's basic workweek shall not be changed without notice to the employee prior to the start of the administrative workweek.

b. Exceptions to the above notice and duration provisions will only be made consistent with governing regulations.

c. Employees may request to be returned to their original work schedule. The Employer will consider such requests and the employee(s) will be informed of the Employer's decision.

Section 8. If the regularly scheduled workday is extended by overtime, provision will be made to provide an additional non-paid 30-minute meal period if the overtime exceeds four hours.

Section 9. The Employer may, upon the written requests of the employees involved, authorize employees to exchange shift hours with one another. Such exchanges will be permitted only when it is mutually agreeable to the employees involved and the Employer.

ARTICLE IX

OVERTIME

Section 1. 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. Supervisors shall assign overtime work to employees as efficiently and expeditiously as practicable, distributing such assignments as fairly and equitably as feasible among qualified employees in accordance with their particular skills and the need for overtime work.

Section 2. Employees assigned to overtime work will be given as much advance notice of such assignment as possible. Overtime for which advance notification is not given will be carefully screened by the Employer. The Employer may upon the employee's request relieve him/her from an overtime assignment provided another qualified employee, as determined by the Employer, is available and has expressed to the appropriate supervisor his/her willingness to work.

Section 3. The following shall apply to the assignment of overtime work to employees in the Units:

a. When it becomes necessary to continue work on a particular job on an overtime basis, the employee assigned to such overtime work will normally be the one who has been working on the same job during his/her regular shift hours.

b. In making overtime assignments, supervisors will take into

consideration such factors as the relative skill and ability of available employees, the organization assignment of employees, specialized training, knowledge of the particular type of work involved, and health/fatigue indications. The expressed desires of employees to receive overtime work assignments or not to receive such assignments, will also be considered; however, it is understood that management retains the right to assign work to any employee in or out of the bargaining unit without restriction.

Section 4. Approved leave taken by an employee during part of his/her basic workweek will not be used by the Employer as a reason for non-assignment of overtime work to the employee, provided that an employee who is absent on the last workday of his/her basic workweek due to illness or any other type of unscheduled absence or is absent on annual leave taken at his/her own request shall not normally be considered for assignment to overtime work on the following weekend; and provided further that an employee shall not normally be considered for assignment to overtime work on any workday during which he/she is absent from work for any reason.

ARTICLE X

HOLIDAYS

Section 1. Federal holidays and non-workdays declared by Executive Order will be observed as non-workdays to the extent practicable, consistent with workload and manpower requirements as determined by the Employer.

Section 2. When work is required on a holiday, assignments to perform such work shall be made in accordance with the principles and guide-rule provisions in Article IX, Overtime.

ARTICLE XI

SICK LEAVE

Section 1. The Employer and the Union urge employees to conserve sick leave so that it will be available in case of an extended illness.

Section 2. Employees normally shall not be required to furnish a medical certificate to support requests for sick leave unless such absence exceeds three consecutive working days. In individual cases if there is reason to believe that the sick leave privilege has been abused, a medical certificate may be required to justify granting sick leave thereafter. When required, the employee will be notified, in writing, that all future requests for sick leave must be supported by a medical certificate. This written notice of requirement shall explain fully the reasons for believing the employee is abusing his/her sick leave benefits. It shall also give the starting date of the requirement and any provisions for review of such notice. The requirement will be reviewed at least every six months and will be rescinded in writing at such time as improvement in the employee's sick leave record warrants.

Section 3. Employees seeking medical, dental, or optical examinations or treatment shall make every effort to schedule such appointments after working hours or on non-workdays. Where this is impractical, requests for sick leave to cover such examinations or treatment, on other than an emergency call in basis, shall be submitted for approval as far in advance as possible, and shall

specify the date and time of the appointment.

Section 4. It is the responsibility of the employee to see that his/her supervisor or designee is notified by telephone or other means if he/she is prevented from reporting to work because of illness or injury. Such notification shall be given to the immediate supervisor or designee normally before but no later than 15 minutes after the start of the shift on the first day of absence. In giving such notice, the employee will provide information concerning the basis for and, if known, the expected duration of his/her absence. The furnishing of such notice by the employee does not in and of itself constitute approval of sick leave. Upon return to work from his/her period of absence, approval of requested sick leave will be based on the information submitted by the employee to support the leave application. If the person receiving the notification from the employee is someone other than the employee's supervisor or designee, the employee will provide information as to how he/she may be contacted, and if practicable, will continue to call in at least once every two hours until the supervisor or designee is contacted. Employees sent home from work because of illness shall be subject to the above reporting requirement on the following workday, if still incapacitated. When any absence due to illness extends from one workweek into another, the employee is responsible for seeing that his/her supervisor or designee is notified on the first day of the second week and of each week thereafter until his/her return to

duty.

ARTICLE XII

ANNUAL LEAVE

Section 1. Employee's request for occasional or short periods of annual leave, if made prior to the day on which leave is to begin, will normally be granted. Employees desiring annual leave for vacation purposes shall submit their requests as far in advance as possible. It is understood that the Employer may cancel or reschedule annual leave, if necessary. In considering annual leave requests, the Employer will be governed by workload and manpower requirements.

Section 2. Should an occasion arise which prevents an employee from reporting to work, the employee may request annual leave by telephone or other means. Requests for annual leave shall be made to the employee's supervisor or designee as soon as possible, but normally not later than two (2) hours after the start of the employee's regular shift. In making a request, the employee will provide information concerning the basis for and expected duration of his/her absence. If the person receiving the request is someone other than the employee's supervisor or designee, the employee will also provide information as to how he/she may be contacted and, if practicable, will continue to call in at least once every two hours until the supervisor or designee is contacted. Call-in requests for annual leave will not normally be approved in cases where there is considered to be insufficient justification for the absence.

ARTICLE XIII

EXTENDED LEAVES OF ABSENCE

Section 1. Requests for leaves of absence without pay will be considered on their individual merit and shall not exceed a period of one (1) year for each application. In determining the merit of each request, the following factors shall be considered:

- a. Improved performance capabilities
- b. Protection or improvement of employee's health
- c. Retention of a desirable employee

Section 2. When an employee in a 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 may be granted annual leave and/or leave without pay consistent with regulations and workload requirements.

ARTICLE XIV

EXCUSED ABSENCES

Section 1. Employees at work during the regular day shift on the date of any National or State elections occurring within the days of their basic workweek, who are eligible and desire to vote in such elections, shall be granted time off for the purpose of voting. On the basis of up-to-date information as to voting hours, the amount of administrative excusal to be permitted will be determined in accordance with applicable regulations. Time off to register to vote may be granted on substantially the same basis as for voting, except that no such time shall be granted if registration can be accomplished on a non-workday or outside workhours.

Section 2. Employees who serve as blood donors to blood banks or to needy individuals will be excused from work without charge to leave for a period of up to four (4) hours to donate the blood and to recuperate following blood donation.

Section 3. An employee's tardiness up to one (1) hour may be excused by his/her supervisor for adequate reasons.

ARTICLE XV

REDUCTION IN FORCE AND REEMPLOYMENT

Section 1. Upon receipt by the Employer of a directive from higher authority which will result in a Reduction in Force (RIF) that would affect Unit employees or at the time the Employer determines that such a RIF is necessary, the Union will be immediately notified of the reason for the RIF, the date the action is to be taken, the number of employees to be affected, and if known, the competitive levels to be affected. At the time a RIF is announced, management may consider holding all promotions in abeyance until a review of the records of all affected employees has been made, placement rights determined and RIF notices issued. Employees affected by the RIF may apply for promotion to vacant positions for which qualified, provided consideration of such employees for the positions does not violate Department of Defense, Department of the Navy or Office of Personnel Management regulations. In such cases, current open vacancy announcements or positions in the unit will be extended to permit affected employees a maximum of five calendar days following the date of issuance of the RIF notices to apply for vacancies for which qualified. It is understood that RIF actions will not be delayed because an affected employee applies for such a vacancy and that being reached for RIF does not confer entitlement to promotion. The placement rights of employees affected by reduction-in-force will be administered in accordance

with applicable regulations. The union will render its assistance in communicating to employees the reasons for the RIF.

Section 2. To minimize the impact of any RIF, the Employer will consider using existing vacancies in the unit to place qualified employees in continuing positions.

ARTICLE XVI

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, when the employee is directed to attend.

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 insure fair and equitable consideration.

Section 3. The Employer agrees to consult with and to give serious consideration to the expressed views and recommendations of the Union in the establishment of training policy affecting the employees covered by the Agreement.

ARTICLE XVII

JOB RATINGS AND CLASSIFICATION

Section 1. The Employer agrees to advise the Union concerning any anticipated change in job content which might adversely 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 adversely affect the title, grade or qualification requirements of a class of graded positions within the unit.

Section 2. Any employee in the unit who alleges that his/her position is misclassified may discuss the matter with his/her supervisor, who will, upon request, arrange for a review of the employee's position. The employee and the supervisor will be advised verbally of the results within three days of completion of the review. If the employee's complaint is not resolved, he/she may appeal his/her classification in accordance with governing law, regulations and this Agreement, as appropriate.

ARTICLE XVIII
GRIEVANCE PROCEDURE

Section 1. This Article provides an orderly procedure for processing grievances of the Parties and Unit employees as defined in Section 2, below. It is the sole procedure that may be used by the Parties to the Agreement, and the employees in the Unit except as provided in Sections 3 and 4 below.

Section 2. A grievance means any complaint:

- a. by any employee concerning an• matter relating to the employment of the employee
- b. by the Union concerning any manner relating to the employment of any employee; or
- c. by any employee, the Union, or the Employer concerning:
 - (1) the effect, or interpretation, or a claim of breach, of a collective bargaining agreement; or
 - (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 3. Excluded from processing under this Article are grievances concerning:

- a. any claimed violation of Subchapter III of Chapter 73 of 5 USC (relating to prohibited political activities);
- b. retirement, life insurance, or health insurance;
- c. a suspension or removal under Section 7532 or 5 USC

(National Security);

- d. any examination, certification, or appointment;
- e. the classification of any position which does not result in the reduction in grade or pay of any employee;
- f. any dissatisfaction which involves a position in the activity which is outside the Unit;
- g. any action terminating a temporary promotion or temporary appointment;
- h. non-adoption of a suggestion or disapproval of a quality step increase, performance award, or other kinds of honorary or discretionary awards;
- i. a preliminary warning or notice of a specific action, which, if effected, would be covered under the negotiated grievance procedure;
- j. letters of caution or requirement;
- k. complaints of discrimination.

Section 4. The following matters may be pursued under the negotiated grievance procedures or under a statutory procedure, but not both:

- a. removal actions or reductions in grade based on unacceptable work performance;
- b. a removal;
- c. a suspension for more than 14 days;
- d. a reduction in grade;
- e. a reduction in pay; and

f. a furlough of 30 days or less.

Section 5. In matters covered under Sections 4a through 4f of this Article which have been raised under the negotiated grievance procedure, and subsequently proceed to arbitration, the arbitrator will apply the standards of proof contained in 5 use 7701c (1) as applicable.

Section 6. In the event of a disagreement over whether a grievance is subject to this grievance procedure, or is subject to arbitration under this Agreement, the Parties shall attempt to resolve the issue informally. If unresolved, the matter may be pursued as a threshold issue under Article XX, Arbitration.

Section 7. Grievances which require interpretation of agency policies, regulations, provisions of law or regulations of appropriate authorities outside the agency, shall be handled as follows if the Parties are unable to resolve the question informally:

a. In those instances, where an Agency of the Government has been tasked with the administration and interpretation of the questioned policy, law, or regulation, the moving party will request an interpretation from the Agency. Processing of the grievance will be held in abeyance pending receipt of the interpretation.

b. In those instances where no Agency of the Government is tasked with the administration and interpretation of the questioned policy, law, or regulation, the Arbitrator will be

tasked with making the interpretation.

Section 8. An employee using this procedure will usually be accompanied and represented by an individual appointed by the Union. In such cases, the Union representative may be present at all steps of this grievance procedure. As an exception to this requirement, an employee or group of employees wishing adjustment of a grievance under this procedure without the intervention of the Union may do so. Such a request for adjustment shall be irrevocable and made in accordance with the procedures, time limits, and provisions of this Article except the employee is not entitled to any representation at the various steps nor is he/she entitled to arbitration. The Employer may adjust such grievances so long as the adjustment is not inconsistent with the terms of this Agreement and a Union representative has been given opportunity to be present at the adjustment. In as much as the employee without representation is not entitled to arbitration, the decision rendered in Step 3 of Section 10 by the Commanding Officer shall be final and not subject to further appeal.

Section 9. A grievance must be presented within fifteen (15) calendar days of the date of the particular act or occurrence which gave rise to the grievance, or within fifteen (15) calendar days after the date the grieving party became aware of the act or occurrence.

Section 10. Grievances to which this Article applies shall be processed in the following manner:

Step 1. The grievant shall reduce the grievance to writing (see Appendix I) and submit it to the lowest appropriate supervisory level at which discretion in the matter exists, normally the immediate supervisor. The written grievance shall state specifically the nature of the complaint, the article and section of the Agreement allegedly violated (if appropriate) the name of the grievant's representative, the remedy sought, and any other pertinent facts. The parties involved shall make an earnest effort to resolve the matter at this level. The supervisor shall make whatever investigation is necessary and shall give his/her written decision to the grievant within seven (7) calendar days after the discussion. Should the decision, be unsatisfactory to the grievant, he/she may proceed to Step 2. The parties agree that most employee grievances should be settled at this level.

Step 2. At this step, the grievant shall submit the grievance to the cognizant Department Head within ten (10) calendar days after receipt of the Step 1 decision. The Department Head will either accept or return the grievance. If accepted, the Department Head shall meet within seven (7) calendar days after receipt of the written grievance with the grievant, the Union representative and other appropriate persons. Within seven (7) calendar days after the meeting, the Department Head shall render his/her decision to the grievant, in writing with a copy to the Union. If the decision is unsatisfactory to the grievant, he/she may submit the grievance to Step 3. A grievance may be

returned if untimely, for more specific information in order to clarify vague or general allegations, if incomplete, if new matters are raised which were not addressed at Step 1, or to informally resolve questions regarding applicability of Sections 3, 4, and 14 of this Article except that only the Commanding Officer may determine on behalf of the Employer that a Section 3 disagreement is resolved or unresolved.

Step 3. At this step the Union will make an irrevocable choice, with concurrence of the grievant, to submit the grievance to the Commanding Officer or to arbitration via the Commanding Officer. In either case, it must be submitted to the Commanding Officer within fifteen (15) calendar days after the receipt of the Step 2 decision. If the Union submits the grievance to arbitration, it shall be submitted in writing stating in question form the matter on which arbitration is sought. Further processing shall be under the provisions of Article XX of the Agreement. If the written grievance is submitted directly to the Commanding Officer, he/she will, within twenty (20) calendar days after receipt, advise the employee in writing of his/her decision. The decision of the Commanding Officer shall be final. A copy of the final decision shall be provided to the Union. Section 11. At Step 2 of this procedure and at any arbitration proceeding, both the Union and the Employer may call a reasonable number of relevant witnesses. Employees shall be made available to appear at such meetings and proceedings and shall not suffer any loss of

pay or leave while so appearing, if otherwise in a pay status.

Section 12. Should two or more employees have identical grievances (the dissatisfaction expressed and the relief requested are the same), other than those involving disciplinary action, the grievances will be joined and processed as one grievance, with the decision applicable to all. In such cases, the Employer will request the employees concerned to select a representative for the group.

Section 13. All appeals of disciplinary actions shall be submitted at Step 2 of these procedures.

Section 14. Nothing in this Agreement shall be so interpreted as to require the Union to represent an employee in processing his/her grievance or to continue to represent him/her, if the Union considers the grievance to be invalid, without merit, or not covered by the terms of this Agreement or 5 USC.

Section 15. All time limits prescribed in this Article may be extended by mutual consent upon a showing of good cause prior to the end of the time limit.

Section 16. Grievances of the Union or the Employer shall be processed as follows:

a. The grievance shall be submitted in writing to the commanding Officer or the President of the Union, as the case may be. The grievance shall specify the particular Articles and Sections of the Agreement alleged to have been misinterpreted or misapplied, provide all pertinent data relating to the grievance including dates, places and personnel involved; and

state the relief desired and the grieving party's rational supporting its content.

b. The parties shall meet within ten (10) calendar days of receipt of the written grievance and shall earnestly attempt, for a period of not less than fifteen (15) calendar days, to resolve the grievance through discussion. The party to whom the grievance was submitted shall inform the grieving party in writing of its decision within five (5) calendar days after expiration of the 15-day discussion period.

c. If the grievance is not resolved by the decision given in Section 16b above, the grieving party may further process the grievance under Article XX, Arbitration, by notifying the other party within fifteen (15) calendar days following receipt of the decision. Grievability and arbitrability disputes will be submitted to the arbitrator as a threshold question.

ARTICLE XIX

ADMINISTRATION OF DISCIPLINE

Section 1. Disciplinary action shall only be taken for just cause. Normally, corrective action for a breach of regulation relating to employee conduct or performance of work will be initiated after an investigation is conducted. Such investigation shall include a discussion with the employee, except when unusual circumstances such as TAD, illness, etc., make such discussion impractical. The discussion will be held to inform the employee of the information obtained during the investigation and to permit him/her to present his/her side of the matter. The employee involved shall have the right to be represented at this discussion by the appropriate Union steward, or a representative designated by the Union and shall be notified of the time of the discussion sufficiently in advance to secure such representation, if desired. The supervisors or management officials present at this discussion will be limited to the employee's immediate supervisor, the management official or supervisor conducting the investigation and other management officials having definite and direct responsibilities in the matter.

Section 2. If the investigation indicates that the appropriate corrective action should be a letter of reprimand, the employee should be verbally advised at the conclusion of the informal discussion. The letter of reprimand will specify the employee's appeal rights and shall be delivered to the employee in person if

practicable.

Section 3.

a. Disciplinary actions may be appealed to higher levels of authority in accordance with applicable laws, regulations, and this Agreement.

b. Letters of reprimand and suspensions of fourteen (14) days or less will only be issued for just cause and may be grieved only under the negotiated grievance procedure. The employee shall complete the prescribed grievance form and submit it at Step 2 of the grievance procedure. Such submission will be made no later than fifteen (15) calendar days after receipt of the letter of reprimand or the effective date of the suspension. If at the third step the grievance is submitted to the commanding Officer instead of arbitration, the decision rendered by the Commanding Officer shall be final and there is no further right to grieve.

Section 4. All disciplinary and adverse actions shall conform to procedures set forth in applicable laws and regulations and the Agreement.

ARTICLE XX

ARBITRATION

Section 1. The procedures in this Article shall be used when either party desires to submit a matter to arbitration.

Section 2. Arbitration shall not extend to matters excluded by Article XVIII, Section 3 of this Agreement.

Section 3. Written notice from one party of desire to submit a matter to arbitration must be submitted to the other party within fifteen (15) calendar days of receipt of the decision being appealed.

Section 4. Within ten (10) calendar days from the date the written notification of the desire for arbitration is received by a party, representatives of the parties shall meet to: (a) record, in question form, the matter on which arbitration is sought, (b) record mutually agreed-upon stipulations of fact, if any, and (c) select an arbitrator. If agreement cannot be reached within ten (10) calendar days from the initial meeting, the parties shall then submit a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of five Oahu residents who are qualified arbitrators. Within five (5) calendar days of receipt of this list, the parties will meet again. If mutual agreement cannot be reached within five (5) calendar days on one of the names on the list, then the union and Employer will each strike one name from the list in rotation until only one name remains. The person whose name remains will be the arbitrator. If the FMCS list is

insufficient, an additional list may be requested from the Chief Justice of the State of Hawaii.

Section 5. Following selection of an arbitrator and his acceptance of the case, the parties will prepare a joint letter submitting the matter in dispute to him. This letter shall present, in question form, the matter on which arbitration is sought. It shall also outline the rules governing the arbitration and the fees and expenses which will be paid. It may contain mutually agreed upon stipulations of fact and may be submitted to the arbitrator in advance of the hearing.

Section 6. The arbitration hearing will be held during regular day shift working hours, excluding weekends. Employees of the Activity who participate in arbitration hearings (who are otherwise in an active duty status) shall be in pay status without charge to annual leave while so engaged.

Section 7. In considering any case submitted under the provisions of this Agreement, the arbitrator shall be limited to the specific issue jointly submitted by the parties and to the evaluation of the testimony, evidence and arguments presented for the purpose of determining whether the action taken was reasonable or warranted or whether it was arbitrary or an abuse of discretion and is bound by any interpretation sought by the parties in accordance with Section 7 of Article XVIII. An arbitrator shall not change, modify, alter, delete, or add to the provisions of the Agreement, such right being the prerogative of the contracting parties only.

Section 8. The arbitrator will be expected to transmit his/her

written opinion to the parties as soon as possible but no later than thirty (30) calendar days after conclusion of a grievance hearing.

Section 9. The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union and shall not exceed the limitation of. the DOD Joint Travel Regulations (JTR). The cost of a qualified reporter, if required by the arbitrator, and mutually agreed to by both parties, will be shared equally by the parties.

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

ARTICLE XXI

SAFETY AND HEALTH

Section 1. Every reasonable effort will continue to be made by the Employer to provide and maintain safe working conditions. The union will cooperate to this end by encouraging employees to work in a safe manner, to know and observe safety rules and practices, and to report promptly to the appropriate supervisor any unsafe or unhealthy practices or conditions noted.

Section 2. The Union will nominate three (3) Union Representatives and submit their names to the Employer for selection of one (1) representative to serve on forums to review safety issues and present recommendations to the Safety Board.

Section 3. No employee shall be required to work where conditions exist which are unsafe or detrimental to health without proper precautions, personal protective equipment and/or safety devices determined to be necessary by the Employer. All special clothing and/or equipment, including toe guards and safety shoes which employees may be required to use in connection with their assigned work will be furnished at the expense of the Employer.

Section 4. Employees who are assigned to an occupation or duty potentially hazardous to health will be given periodic medical examinations without cost to employees, in accordance with Navy directives.

Section 5. Should employees become temporarily incapacitated, on or off the job, and thereby be unable to perform their full range of duties, consideration will be made to assign them to tasks within their capacity in existing positions where their services can be utilized consistent with manpower and workload requirements.

ARTICLE XXII

PUBLICITY

Section 1. Union notices of meeting and similar informational material will be posted by the activity on unofficial bulletin boards upon request of the Union. All material shall be subject to approval by the Labor Advisor (CCPO Pearl) before posting. Material will normally be posted for a period of two weeks. A list of Union officers and stewards shall be posted on a continuing basis and maintained up to date by the Union.

ARTICLE XXIII

GENERAL PROVISIONS

Section 1. The Parties affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, believing that the public interest requires the full utilization of employees' skills and abilities without regard to considerations of race, religion, color, sex, age, national origin, or handicapping condition.

Section 2. 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.

Section 3. Neither the Union nor the Employer will file an unfair labor practice charge against the other without first attempting to resolve the matter informally with the other party.

ARTICLE XXIV

CIVIC RESPONSIBILITIES

Section 1. All employees are encouraged by both the Employer and the Union to exercise their rights and assume their responsibilities in connection with participation in civic activities.

Section 2. If an employee is called for jury duty or jury qualifications, he/she will be granted court leave, consistent with regulations and workload requirements. When an employee is called for such duties, he/she shall promptly notify his/her supervisor and shall submit a copy of his/her summons for jury service. Upon completion of this service, the employee shall present his/her supervisor satisfactory evidence of the time served on such duties.

Section 3. The Union and the Employer jointly endorse the Combined Federal Campaign and urge all employees to contribute their fair share by means of payroll deductions. Appeals for contributions shall be made in accordance with the principle that donations shall be voluntary.

ARTICLE XXV

TEMPORARY ASSIGNMENTS

Section 1. When the Employer knows in advance that an employee is to be detailed to a higher level position in the unit in excess of 15 consecutive work days, the employee will immediately be temporarily promoted to the higher level position if he/she is eligible and otherwise qualified for a temporary promotion.

Section 2. In the application of Section 1 above, if an employee was originally detailed for 15 consecutive work days or less and the Employer decides to extend the original detail beyond 15 consecutive work days the employee will be promoted effective the date the decision is made to extend the detail.

ARTICLE XXVI

DURATION AND CHANGES OF AGREEMENT

Section 1. This Agreement shall become effective only after ratification by members of the Union who are Unit employees, signing by the representatives of both parties, approval by the Department of the Navy (DON), or after 31 days of the date of execution, whichever comes first. This Agreement will remain in full force and effect for a period of thirty-six (36) months subsequent to the effective date except that it shall terminate automatically on any date on which it is determined that Union is no longer entitled to exclusive recognition under 5 use. On the request of either party, representatives of the Employer and the Union shall meet to commence negotiation of a new Agreement on a mutually agreeable date between the 105th and 60th days, inclusive, prior to the expiration date of this Agreement. If the new Agreement has not been concluded prior to such expiration date, this Agreement may be continued for a specified period of time to be agreed upon. Such continuance would be with the mutual consent of both parties and subject to approval by the DON.

Section 2. Amendments to this Agreement may be negotiated by the mutual consent of both parties any time after it has been in effect for a period of six months. Request for such amendments by either party must be in writing and must include a summary of the amendments proposed and the reasons. The parties shall meet

within fourteen (14) calendar days after receipt of such request to discuss the request. If the parties agree to a reopening of the Agreement, they shall proceed to negotiate on the proposed amendments.

Section 3. This Agreement shall be reopened for amendment upon the written request of either party made within thirty (30) calendar days after receipt by the requesting party of any change required by applicable law or any order, instruction or regulation of the OPM, Department of Defense, Department of the Navy, or other higher authority, which alters the discretionary authority of the Activity Head with regard to any item dealt with in this Agreement. The written request shall include a summary of the changes proposed and shall include reference upon which the request is based. The parties shall meet within fourteen (14) calendar days after receipt of such request to commence negotiations.