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NEGOTIATED AGREEMENT

BETWEEN THE
NAVAL MAGAZINE LUALUALEI
AND
LOCAL 882
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

PREAMBLE

This AGREEMENT is made by and between the Naval Magazine Lualualei, hereinafter referred to as the “EMPLOYER” and Local 882, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the “UNION”, and jointly referred to as the “PARTIES”. Whenever the masculine terms “he” or “his” are used, they are deemed to mean both genders.

WITNESSETH

WHEREAS, the Congress finds that experience in both private and public employment, indicates that the statutory protection of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlement of disputes between employees and their employers involving conditions of employment; and

WHEREAS, the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government; and

WHEREAS, this Agreement should be interpreted in a manner consistent with the requirement of an effective and effect Government;

NOW THEREFORE, the Parties hereto agree within the meaning of the Civil Service Reform Act of 1978, hereinafter referred to as the "ACT", as follows:

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

SECTION 1. The Employer recognizes the Union as the exclusive representative of all employees in the Unit as defined in Section 2 of this Article. Such recognition shall continue as long as the Union is representative of the employees under the criteria set forth for exclusive recognition by the Act. The Union recognizes the responsibility of representing the interests of all such employees under the provisions of this agreement without discrimination and without regard to membership status in the Union.

SECTION 2. The Unit to which this Agreement is applicable is composed of all General Schedule and Wage Grade employees of the Naval Magazine Lualualei, Hawaii, but excluding all professional employees; management officials; supervisors; and employees described in 5 U.S. Code 7112 (b)(2), (3), (4), (6), and (7).

ARTICLE II

DUTY TO BARGAIN AND SCOPE

SECTION 1. The parties to this Agreement have a duty to bargain collectively on the conditions of employment affecting employees in the Unit. This mutual obligation to meet at reasonable times and to consult and bargain in a good faith effort to reach agreement on personnel policies, practices, and matters affecting working conditions shall not extend to matters relating to prohibited political activities, to those relating to the classification of any position, or to the extent such matters are specifically provided for by Federal statute.

SECTION 2. Bargaining is subject to Federal law, to Government-wide rules and regulations, and to agency (Department of Defense and Department of Navy) rules and regulations except when the Federal Labor Relations Authority, hereinafter referred to as the "Authority", has determined that no compelling need exists for the agency's rules and regulations.

ARTICLE III

EMPLOYER'S RIGHTS

SECTION 1. It is recognized and understood that management officials of the employer retain the right, in accordance with applicable laws and regulations:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer;
- b. To hire, assign, direct, lay off and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

- c. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the station's operations shall be conducted;
- d. To make selection for appointments from among properly ranked and certified candidates for promotions or to fill positions from any other appropriate source;
- e. To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

SECTION 2. Nothing in this Agreement shall preclude the Employer and Union from negotiating, at the election of the Employer, on the number, 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.

SECTION 3. The Employer and Union may negotiate:

- a. Procedures which the Employer will observe exercising any authority under this Article, and
- b. Appropriate arrangements for employees adversely affected by the exercise of any authority under Section 1 or 2 of this Article by the Employer.

ARTICLE IV

EMPLOYEE'S 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 reprisals, and each employee shall be protected in the exercise of such right. Except as provided by law, such right includes the right:

- a. To act for a labor organization in the capacity of a representative and, 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;
- b. To engage in collective bargaining with respect to conditions of employment through representatives, and
- c. To individually and collectively petition Congress or a member of Congress.

SECTION 2. It is further agreed that the rights described in Section 1 do not extend to participation in the management of labor organization or acting as a representative of any such organization where such participation or activity would result in a conflict or apparent conflict of interest, or otherwise be incompatible with law or with the official duties of the employee.

SECTION 3. The Employer agrees to take action to assure that:

- a. There is no interference with, restraint, or coercion in the exercise by the employees of any right under this Agreement.
- b. There is no discrimination in connection with hiring, tenure, promotion or other condition of employment which would encourage or discourage membership in any labor organization.

SECTION 4. An employee has the right and is encouraged to bring matters of personal concern directly to the attention of the immediate supervisor or other appropriate officials of the Employer. An employee also has the right to exercise grievance or appellate rights established by the law, regulations, or this Agreement.

SECTION 5. Nothing in this Agreement shall require an employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to voluntary, written authorization by a member for the payment of dues through payroll deduction.

ARTICLE V

UNION'S RIGHTS

SECTION 1. The Union is the exclusive representative of the employees in the Unit and is entitled to act for, and negotiate a collective bargaining agreement covering all employees in the Unit.

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

- a. Any formal discussion between one or more representatives of the Activity 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 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.

SECTION 3.A Union's right to be present does not extend to:

- a. Informal discussions between an employee and a supervisor;
- b. Staff meetings and such practices as discussions of performance appraisals/ratings, personal matters, or counseling by the supervisor concerning employee's work, conduct, etc., unless herein provided in the Agreement.

SECTION 4.

- a. It is agreed that the establishment of new or revised activity directives relating to conditions of employment affecting employees in the Unit and for which there is an obligation to consult and bargain shall be accomplished by presenting a draft of the proposed directive to the Union

Receipt) for study and submission of written proposals. The Union agrees that, should it fail to submit written proposals within the prescribed time, the Employer may then proceed to implement the Employer's proposal without the obligation to negotiate. If the Union submits written proposals, negotiations will commence within five (5) working days from the receipt of the Union's proposals, unless the parties agree to a later date. Should negotiations take place, normal conduct of negotiations govern, 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 5 U.S. Code 7101(b). The Union will be notified of any such actions and the reasons therefore, and the Union may submit such matter as a grievance under Article XXVI, Grievance Procedures, Section 8.

- b. At the department levels, changes in conditions of employment for which there is an obligation to consult and bargain, whether or not as a result of written policy or procedures, shall be made known to the appropriate Steward and/or Business Representative. If the Steward or Business Representative submits written proposals, the procedures and time limits concerning the obligation to consult and bargain are as set forth in Section 4.a. above. Upon concurrence of Steward or other Union official, or if no written proposals are received within five (5) working days, the change may be implemented and there is no further obligation to consult and bargain.
- c. The time limits in 4a above may be extended by mutual consent of the parties.

ARTICLE VI

EMPLOYER-UNION COMMUNICATION

SECTION 1. It is agreed that day-to-day relations, or other matters that may arise concerning the administration or interpretation of this Agreement, between the Employer and the Union, shall be dealt with through the following communication channel: for the Union, the Union

President, the Business Manager, or the Administrative Assistant; for the Employer, the Activity Labor Advisor or designated representative. This provision shall not preclude any management official and an employee Union representative, from meeting on matters of concern to them. Representatives of the Union who are not employees, shall arrange meetings with Employer personnel through the Activity Labor Advisor or designated representative.

ARTICLE VII

UNION REPRESENTATION

SECTION 1. The Employer agrees to recognize the officers, shop stewards, and duly designated representatives of the Union and assures that all levels of management shall accord them the same respect, dignity, and courtesy as that demanded by officials of the Employer. The Union shall furnish and maintain with the Employer a current list of all authorized stewards together with the designation of the group of employees and work area each steward is assigned to represent.

SECTION 2. The Employer agrees to permit stewards or other Union representatives to leave their assigned duties for the purpose of meeting and discussing labor-management relations with appropriate management and/or civilian personnel officials; for presenting grievances to management for discussing work-related matters within the scope of this Agreement with employees. It is agreed that these Union representatives shall be permitted a reasonable amount of time without charge to leave to carry out these responsibilities.

SECTION 3. When desiring to discuss a work-related matter with employees, Union representatives shall first obtain permission from the employee's supervisor. An employee desiring to leave his job to discuss a work-related matter with his assigned steward shall first obtain permission from his supervisor and upon his return notify his own immediate supervisor. Contacts between employees and stewards will normally take place in the immediate vicinity of their assigned work area. The Union agrees that its

Representatives will guard against excessive use of time in handling any matter under this Article.

SECTION 4. It is agreed that excused time from work granted to Union representatives or employees shall not be used for discussion of any matters connected with the internal management or operation of the Union, such as collection of dues, assessments, or other funds; the solicitation of members, campaigning for elective office in the Union; the distribution of literature or authorization cards; or the solicitation of grievances or complaints.

SECTION 5. The Employer agrees that Union representatives will not be discriminated or retaliated against or transferred from one work shift or department to another due solely to participation in legitimate Union activities permitted under applicable regulations or this Agreement. However, the Employer reserves the right to make such transfers in order to promote efficient operations, except when a Union representative is engaged in processing a grievance, he may not be transferred or reassigned from his work area without prior notification to the Union.

SECTION 6. The Employer agrees to the appointment of three (3) stewards.

SECTION 7. The Employer agrees that official time may be granted employees who are representatives of the Union to attend Union-conducted training which is of mutual concern to the Activity and the employee in his capacity as a Union representative and the Activity's interest will be served by the employee's attendance. The amount of official time granted for this purpose shall not exceed eight (8) hours per representative(s) per 12-month period. A schedule of the training and the subject matter to be covered will be submitted to the Employer at least ten (10) calendar days in advance along with the request for official time.

ARTICLE VIII

HOURS OF WORK AND BASIC WORKWEEK

SECTION 1. Alternate Work Schedule shall be 80-hours per biweekly pay period, other than the basic workweek schedule. Except for personnel on shift work, scheduled work will fall between the hours of 0600 to 1730, Monday through Friday. Workdays will be a minimum of eight (8) hours and a maximum of nine (9) hours. Workweeks will be a minimum of 35 hours and a maximum of 45 hours.

SECTION 2. The basic 40-hour workweek of five (5) consecutive eight (8) hour days shall be scheduled Monday through Friday inclusive and regular daily shift hours shall be from 7:00 a.m. to 3:30 p.m. with a 30-minute lunch period. It is recognized that service-type, ship loading/unloading function, or other manpower requirements, may necessitate establishment of several shifts or deviation from the basic schedule. When the Employer knows in advance of an administrative workweek that the days and/or hours of a day of the basic workweek needs to be changed, the employee affected shall be informed of the change promptly as practicable and the change will be recorded on the employee's time card. In the event any employee faces a hardship situation due to short notice, the employee may request temporary excusal from the shift change. The employee must make the request prior to the effective date of the shift change, stating reasons for the request. The supervisor will consider the request and, if the work situation permits, will grant the request.

SECTION 3. In the event the Employer wishes to change the basic workweek or hours of work to schedules not in existence on the effective date of this Agreement, the Union will be notified and, if desire by the Union, representatives of the Union and the Employer will negotiate the proposed changes in accordance with the law.

SECTION 4. The Employer agrees to allow employees time, as determined by the Employer, to clean up prior to lunch periods and at the end of the shift, where the Employer deems the employee's work situation warrants such clean up time. Obtaining or returning Government tools or materials from the tool room and cleaning up the work area or machinery shall be accomplished within the established work hours.

ARTICLE IX

OVERTIME, HOLIDAY, AND OTHER PAID PREMIUM PAY

SECTION 1. Premium pay is additional pay for overtime, night, holiday, Sun day work, and standby duty. Employees will be paid premium pay in accordance with the applicable regulations and Department of the Navy criteria.

SECTION 2. When overtime is required, the supervisor will assign the overtime work as fairly as practicable among employees in the organizational segment and will give consideration to such factors as relative skill and ability of available employees, the organizational assignment of employees, specialized training, dependability of the employee, knowledge of the particular type of work involved, and employee medical and physical condition.

SECTION 3. All employees who are requested to work overtime should consider such assignment as being of greater importance than their personal convenience and will respond in a responsible manner.

SECTION 4. Employees in the Unit shall be paid a minimum of two (2) hours overtime for each "call-back" to work, even though the period of time worked is less than two (2) hours, and regardless of the number of times the employee is called back during the same day.

SECTION 5. Whenever an employee entitled to holiday benefits is required to work on a holiday, he shall receive holiday premium not to exceed eight (8) hours; and for any overtime work performed on a holiday, he shall be paid at the same rate that he would receive for overtime work on a non-holiday, unless otherwise specified by law or regulation.

SECTION 6. The Employer agrees to give advance notice to employees assigned to work on holidays. An employee who is required to report for work on a holiday or any portion thereof and fails to do so will not forfeit holiday pay for such absence when circumstances warrant excusing such absence. However, this does not relieve the employee of abiding by prescribed procedures for reporting absence in unforeseen circumstances.

SECTION 7. Night shift differential will be paid in accordance with applicable regulations. Such differentials are included in the rates of basic pay for wage employees which are used as a basis for computing overtime pay, Sunday pay, and amounts of deductions for retirement and group life insurance, as well as for annual and sick leave purposes.

ARTICLE X

ANNUAL LEAVE

SECTION 1. Annual leave is accrued in accordance with applicable laws and regulations and may be granted at any time during the year subject to consideration of the needs of the activity.

SECTION 2. The Employer agrees to maintain a liberal leave policy in circumstances such as, but not limited to, death in the employee's immediate family, illness in the employee's immediate family which requires the employee's absence from work on annual leave, religious observance, and attending conventions of organizations of which the employees are members.

SECTION 3. The Employer agrees to establish, post, and insofar as practicable adhere to a leave schedule. It is agreed that employees will be consulted in the establishment of such a schedule and full consideration will be given to each employee's preferred leave periods with preference to those leave requests necessitated by military commitments of childbirth, provided, however, that the Employer shall have the right to make any adjustment to the schedule or change the period during which an employee may take his vacation due to the necessity of maintaining the balance of manpower and workload requirements. Where such adjustment or changes become necessary, the affected employees will be given as much advance notice as practicable. Changes in the schedule may be made by request to the Employer where there is no conflict involved. The provisions of this Section shall not preclude the employees within the same rating from exchanging their scheduled leave periods with another upon mutual consent, subject to approval of the Employer.

SECTION 4. Whenever the need to limit the number of employees granted leave during a particular period arises, leave will be granted based on operating needs, skills availability and seniority. Where all other factors are substantially equal, the employee with the greatest seniority based on the earliest service computation date will be given preference for the desired period.

SECTION 5. It is recognized that operating needs sometimes vary and circumstances may arise that would require the Employer to curtail the use of annual leave or to require that employees use it. In the latter case, the Employer agrees first to consider volunteers.

SECTION 6. If it becomes necessary to place employees on forced leave, the forced leave will be applied as fairly as practicable to all employees in their respective work areas.

SECTION 7. Request for annual leave will be submitted to the appropriate supervisor as early as possible but not less than 24 hours in advance. In unforeseen circumstances, when the employee has been scheduled for work but the employee desires annual leave, the employee is responsible for notifying the shop or office (normally the immediate supervisor or, in his absence, another appropriate supervisor) within one (1) hour after the start of the work shift to request annual leave. Any request for

Unscheduled annual leave will be considered on an individual basis by the appropriate supervisor before leave is approved or denied.

ARTICLE XI

SICK LEAVE

SECTION 1. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to conserve such leave so that it will be available to them in cases of extended illness in the future and, for those under the Civil Service Retirement System, increase their retirement benefits.

SECTION 2. Sick leave is accrued in accordance with applicable laws and regulations and will be granted whenever attendant circumstances warrant its use. Sick leave is for use when employees are physically incapacitated to perform their duties because of sickness, injury, or confinement; or for medical, dental, or optical examination or treatment; or when a member of the immediate family of the employee is affected with a contagious disease and requires care and attendance of the employee; or when, through exposure to contagious disease, the presence of the employee at his post of duty would jeopardize the health of others.

SECTION 3. Employees desiring medical, dental, or optical examination or treatment should make every effort to schedule such appointments after working hours or non-workdays. Where this is impractical, request for sick leave to cover such examinations or treatment shall be submitted as far in advance as possible and, upon request, shall specify the date and time of the appointment and the name and address of the doctor or other practitioner involved.

SECTION 4. The granting of sick leave shall be subject to availability of sick leave; otherwise, the employee may request annual leave, if available; or, if the employee has neither sick nor annual leave to his credit, he may request leave without pay.

SECTION 5. Notwithstanding the provisions of Section 4 above, career and career-conditional employees may be granted advance sick leave in cases of serious illness or disability, not to exceed 30 days, upon approval of a request from the employee. Each case will be decided on its own merits. The provision shall be subject to a reasonable expectation of the employee's return to duty and the absence of a pattern of sick leave abuse. Consideration will be given to requiring the use of annual leave before any advance sick leave is made.

SECTION 6. Employees shall not be required to furnish a medical certificate to substantiate requests for sick leave unless such sick leave exceeds three (3) working days continuous duration except that, in the case of employees suspected of abusing the sick leave privilege, the Employer may request the submission of a medical certificate.

SECTION 7. It is agreed that employees unable to report to work are responsible for notifying the appropriate supervisor of such absence as soon as possible on the first day of the absence. Because supervisors may have to make adjustments for unscheduled absences and since employees are generally aware of their incapacitation before the start of their scheduled shift, employees will notify their supervisors of their inability to report to work normally no later than one (1) hour after the start of the shift. When an absence due to illness extends from one workweek into another, the employee shall notify the appropriate supervisor on the first workday of the second week and of each week thereafter until his return to duty.

ARTICLE XII

LEAVE WITHOUT PAY

SECTION 1. The Employer agrees that employees may be granted leave of absence without pay on the conditions that there is a reasonable expectation that the employee will return to duty at the end of the approved period and with consideration of workload and the need for the employee's services, in addition to provisions of applicable laws and

Regulations. Leave of absence shall not exceed a period of 52 calendar weeks for each application.

SECTION 2. It is recognized that the improvement of a Union representative's capabilities in that capacity will benefit the Federal Service as well as the Union; therefore, the Employer agrees to grant annual leave and/or leave without pay when an employee in the Unit has been selected or appointed to a Union office or as a delegate to any Union activity requiring leave of absence, whenever possible, consistent with regulations and workload requirements.

SECTION 3. Subject to law and regulations, it is agreed that an employee on approved leave of absence without pay shall retain all rights he would otherwise enjoy while in a pay status, including but not limited to reduction-in-force right, coverage under the Federal Group Life Insurance Program, and Federal Employee Health Benefit Program.

ARTICLE XIII

SAFETY AND HEALTH

SECTION 1. The Employer will continue to make every reasonable effort to provide and maintain safe working conditions and to comply with applicable Federal laws and regulations relating to the safety and health of employees. Each supervisor will take prompt and appropriate action to correct any unsafe conditions or action which is reported to or observed by him. Each employee will immediately report to his supervisor every actual or suspected job injury or illness.

SECTION 2. The Union recognizes that observing safe work practices and wearing of prescribed protective clothing or equipment is primarily the responsibility of each employee. So that safe working conditions may be maintained, the Union agrees to encourage all employees in the Unit to observe safe working practices and wear protective clothing and/or equipment prescribed by the Employer while performing assignments, and to promptly correct or report any unsafe conditions or

Acts. The Employer agrees to furnish any protective clothing and/or equipment prescribed by safety manuals to employees performing work that requires such protective measures.

SECTION 3. Medical examinations required by the Employer will be provided without cost to the employee. Expenses for the treatment of job-related illness and injuries will be assured by the Government in accordance with applicable regulations. Treatment or advice for on-the-job illnesses requiring emergency attention and preventative programs relating to health will be provided, subject to the discretion of the appropriate Medical Department officials. In those cases where an employee is compelled to leave the Station due to illness or injury and has no transportation, the Employer shall assist the employee to obtain a means of reaching his abode or medical facility for treatment.

SECTION 4. The Employer agrees to publicize on bulletin boards in the unit each and every occurrence of lost time injuries sustained and/or accidents committed on the job, omitting the names of the injured or parties involved. This report shall include a brief account of the accident or incident, any unsafe condition or act which contributed to the occurrence and corrective action taken, if applicable. Other data which may aid in preventing similar occurrences may be included in this report.

SECTION 5. In cases of disabling on-the-job injury or illness, the Employer, through the Safety Officer, agrees to provide the employee assistance in filing claims for compensation or other benefits that the employee is entitled to.

ARTICLE XIV

JOB GRADING

SECTION 1. Any employee in the Unit who feels that his job is improperly graded has the right to request his supervisor to have his job description reviewed. In the event that the employee and the supervisor cannot agree on the basis for the grading to the satisfaction of the

Employee, he may request that the employer review the basis for the grading. The employee will be orally advised by his supervisor of the results of the review. If the employee is dissatisfied, he shall be advised of the procedure and time limits for appealing the grading of his job.

SECTION 2. The Employer agrees to advise the Union when any change in job grading standards will adversely affect employees in the Unit.

SECTION 3. The Employer agrees to provide each employee in the Unit with a current copy of his job description.

ARTICLE XV

PROMOTIONS AND DETAILS

SECTION 1. All vacant positions approved for recruitment under the Merit Staffing Program, are to be filled on the basis of merit and efficiency with the objective of selecting from among the best qualified persons available. In order to fully utilize the skills and potential of the employees in the Command for the best interest of the activity and the morale of employees the initial area of consideration in such recruitment for Unit position shall normally be no larger than the Command. However, where the Employer determines that sufficient reasons exist which justify establishing a wider area of consideration for specific positions, it may do so. The Union shall be notified of the reasons for the expansion, if requested. It is further understood that if the initial area of consideration fails to produce a sufficient number of candidates, the area of consideration may be extended.

SECTION 2. The Union recognizes that the Employer may utilize sources other than Merit Staffing 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 vacancy. When vacancies are announced activity wide or wider, the Employer agrees to post vacancy notices on all official bulletin boards for a period of not less than seven (7) calendar days.

SECTION 3. As an exception to competitive promotion procedures, an employee demoted without personal cause and in receipt of grade or pay retention will be given prior consideration for repromotion to certain vacancies for which the employee is fully qualified and interested in.

SECTION 4. The Employer agrees to temporarily promote qualified employees who are directed to perform the duties of a higher-level position in the Unit or first-level supervisory position for two (2) calendar weeks or longer when it is known in advance that the assignment will last for at least two (2) calendar weeks.

SECTION 5. When an employee submits a grievance alleging violation of this article or applicable regulations concerning promotions, the Employer will, upon request of the employee advise the employee and his representative of the grievant's relative standing on each ranking factor as compared to the employee who was selected. If the grievant requests, the Employer will also conduct a detailed audit of the ranking of all candidates certified on the promotion certificate. It is understood that non-selection for promotion from a group of properly ranked and certified candidates is not grievable.

SECTION 6. Employees may be detailed to other positions. If a detail is made for the purpose of training for advancement and is required for promotion or evaluating a possible successor to a position which is or is about to become vacant, the Employer agrees that such detail shall be made in accordance with the activity merit promotion plan. In selecting employees for details to higher level positions exceeding five (5) consecutive working days, consideration will first be given to those employees who have indicated a willingness to serve in the position. The Employer will make such details as equitable as practicable. Details to higher level positions of more than five (5) consecutive working days will be documented in employee's personnel records. It is understood that nonselection for a detail is not grievable.

ARTICLE XVI

REDUCTION IN FORCE

SECTION 1. In any reduction in force action, the Employer agrees to notify the Union as far in advance as practicable and consider their views prior to the issuance of official notices to the employees involved. The Union shall be notified of the approximate number of employees to be reduced, the competitive levels affected, the approximate date action is to be taken, and the reason for the reduction in force. The Union will render its assistance in communicating to employees the Employer's reasons for the reduction in force.

SECTION 2. It is understood that all reductions in force shall be carried out in accordance with applicable laws and regulations. The Employer agrees that, in order to minimize the impact of a reduction in force, consideration will be given to filling existing vacancies by the placement of well qualified employees who might otherwise be adversely affected by the reduction in force action.

ARTICLE XVII

GRADE AND PAY RETENTION

SECTION 1. Chapter 53, Subchapter VI, Title 5, U.S. Code provides that an employee changed to a lower level position as a result of reduction in force or because his position is downgraded will be entitled to grade and/or pay retention if he meets certain conditions as prescribed by law and OPM Regulations. Additionally, employees placed in lower level positions after declining an offer to transfer with their functions to a different commuting area may be entitled to pay retention in accordance with applicable regulations.

SECTION 2. When issuing RIF notices offering employees lower level positions, the Employer will include information regarding their entitlement and/or pay retention and conditions for its continuance. Employees being placed in lower level positions based on misclassification, change in standards, or erosion of duties, will receive a similar notification.

SECTION 3. It is understood that declination of a reasonable offer is one condition for termination of grade and/or pay retention benefits. A reasonable offer is defined by OPM regulations as the offer of a position, the grade of which is equal to or higher than the employee's retained grade, or the rate of basic pay which is equal to or higher than the employee's retained pay, in the case of an employee with retained pay. In addition, the offered position must be a permanent position; one for which the employee meets the established qualification requirements; full-time and in the same commuting area as the employee's position immediately before the offer, unless the employee is subject to a mobility agreement.

ARTICLE XVIII

ENVIRONMENTAL DIFFERENTIAL PAY

SECTION 1. It is agreed that an environmental differential will be paid to an employee in the Unit who is exposed to a hazard, physical hardship or working condition which conforms to work situations specified in the Schedule of Wages published by PWC PEARL.

SECTION 2. When the Union proposes that a work situation in the Unit warrants coverage under payable categories r Appendix J, FPM Supplement 532-1, it will notify the Employer of the title, location, and nature of the situation believed to support payment of environmental differential. The Employer will review the request to determine whether the work situation meets the criteria under one of the approved categories authorized by OPM. If the Employer agrees, the work situation shall be included in the Schedule of Wages.

SECTION 3. When the Employer determines that a work situation in the Unit should no longer be listed in the Schedule of Wages, it will notify the Union of the title, location, and nature of the situation. Within ten (10) calendar days of the notification, the Union may request a meeting with the Employer to discuss the matter.

SECTION 4. In accordance with applicable regulations, the Union may take appropriate action on its own to request OPM to add, change, or delete categories for which environmental differentials are payable.

ARTICLE XIX

PUBLICITY AND FACILITIES

SECTION 1. The Employer agrees to provide to the extent practicable appropriate facilities, including utilities, for Union meetings outside regular working hours, upon request by the Union. The Union will clean up the facilities after such use.

SECTION 2. The Employer agrees to provide adequate reserved designated space on each unofficial bulletin board in the Unit for the purpose of posting Union notices and similar informational material.

ARTICLE XX

PERFORMANCE APPRAISAL

SECTION 1. It is understood that performance appraisals for unit employees will be conducted in accordance with applicable regulations, and will:

- a. Provide for periodic appraisals of job performance of employees;
- b. Encourage employee participation in establishing performance standards; and
- c. Use the results of performance appraisals as a basis for training, rewarding, promoting, reducing in grade, retaining, and removing employees.

SECTION 2 Actions based on unacceptable performance are subject to procedural requirements contained in 5 USC 4303 and regulations issued by OPM and the Department of Navy.

SECTION 3. An employee whose reduction in grade or removal is proposed under this Article is entitled to:

- a. 30 days advance written notice of the proposed action which identifies (1) specific instances of unacceptable performance by the employee on which the proposed action is based; and (2) the critical elements of the employee's position involved in each instance of unacceptable performance;
- b. Be represented by an attorney or have other representation;
- c. A reasonable time to answer orally and in writing; and
- d. A written decision which (1) in the case of a reduction in grade or removal, specifies the instances of unacceptable performance by the employee on which the reduction in grade or removal is based; and (2) is signed by an official in a higher position than the official who proposed the action.

SECTION 4. The employer may extend the notice period under Section 3.a. for not more than 30 days and may further extend the notice period with prior approval of the OPM.

SECTION 5. The Employer's decision to retain, reduce in grade, or remove an employee shall be made within 30 days after the date of expiration of the notice period.

SECTION 6. The written decision will advise an eligible employee of the right to appeal to the Merit Systems Protection Board or to file a grievance under the negotiated grievance procedures, but not both. If the Union was not the representative of the employee during the proceedings in Section 3 and is now selected by the employee to be the representative in appealing the decision, the Union shall have the right to make an oral representation to the Commanding Officer or his designated representative before the employee exercises the option of an appeal procedure.

SECTION 7. Advance warnings or proposed actions dealing with employee performance are preliminary actions which, if affected, would be covered under the Grievance Procedure. The advance warning/proposed action itself, therefore, is not subject to processing the Article XXVI, Grievance Procedure.

ARTICLE XXI

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. It is agreed that equal employment opportunity shall be afforded all employees on the basis of merit; therefore, there shall be no discrimination against any employee on account of race, color, religion, sex, national origin, age, or non-disqualifying handicapping condition. It is further agreed that there shall be no discrimination against any employee on account of marital status or political affiliation.

SECTION 2. Any employee in the unit alleging discrimination on any basis as cited in Section 1 above, may elect to process the matter under the applicable statutory procedure or the negotiate grievance procedure, but not both. Selection of the negotiated procedure does not prejudice an employee's right to request either the Equal Employment Opportunity

Commission or where applicable, the Merit Systems Protection Board to review the final decision in a discrimination case.

SECTION 3. Processing of grievances of discrimination under the negotiated grievance procedure is covered in Section 2, Article XXVI, Grievance Procedure.

ARTICLE XXII

EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. Both the Employer and the Union recognize that the Employee Assistance Program is established to help employees with health problems, such as alcoholism or drug abuse or with other personal problems that may also result in impaired job performance. This program is available to such employees and is conducted in a confidential matter.

SECTION 2. Employees are assured that their job security and promotional opportunities will not be jeopardized solely by participating in the Employee Assistance Program's counseling or referral services either voluntarily or through Command referral.

SECTION 3. It is recognized that a key element in assisting an employee in need of rehabilitating treatment is for that person to recognize the problem and be willing to accept treatment. When an employee refuses an offer to help or fails to respond to treatment and job performance or conduct is adversely affected, the Employer may take disciplinary action.

SECTION 4. The Union agrees to encourage employees support of the Employee Assistance Program.

ARTICLE XXIII

FAIR LABOR STANDARDS ACT (FLSA)

SECTION 1. Federal employees covered by the FLSA earn overtime in accordance with that Act and applicable regulations.

ARTICLE XXIV

DISCIPLINARY ACTIONS

SECTION 1. Disciplinary actions shall be taken only for justifiable reason, and the penalty imposed will be, in the judgment of the disciplining official, that which can reasonably be expected to correct the affected employee and maintain discipline and morale among other employees. For the purpose of this Article, corrective measures range from a letter of reprimand to a suspension of 14 days or less. Suspensions shall only be taken for such cause as will promote the efficiency of the service.

SECTION 2. Prior to initiating disciplinary action against an employee, a preliminary investigation or inquiry shall be made by the immediate supervisor or other responsible official as is necessary to determine the facts in the case. If a formal disciplinary action appears to be warranted, a discussion will be held with the employee except where unusual circumstances make such discussion impractical. At the outset of the discussion, the supervisor shall advise the employee that the purpose of the meeting is to discuss possible disciplinary action. The employee may have a Union representative present if the employee so requests.

SECTION 3. When a decision is made to propose a suspension of 14 days or less, the affected employee is entitled to:

- a. An advance written notice stating the specific reasons for the proposed action;
- b. Ten (10) calendar days from the receipt of the advance written notice to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer (an extension of time to reply may be granted upon showing of good cause);
- c. Be represented by an attorney or other representative; and
- d. A written decision and the specific reasons therefore at the earliest practicable date.

SECTION 4. In the event the decision is made to issue a letter of reprimand or to effectuate the proposed, or less severe disciplinary action, the employee shall be advised that he may grieve the action under the negotiated grievance procedure.

SECTION 5. It is understood that proposed disciplinary and proposed adverse actions carry the right to reply orally and in writing. Therefore, these proposed actions may not be contested under the provisions of the Grievance Procedure.

ARTICLE XXV

ADVERSE ACTIONS

SECTION 1. An adverse action means a removal, a suspension for more than 14 calendar days, a reduction in grade or pay, or a furlough of 30 days or less. For the purpose of this Article, the provisions of Chapter 75, Subchapter II, 5 U.S. Code Apply. The Employer may take such adverse action against an employee only for such cause as will promote the efficiency of the service.

SECTION 2. An employee against whom an adverse action is proposed is entitled to:

- a. At least 30 days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action;
- b. A reasonable time, but not more than ten (10) days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer (an extension of time to reply may be granted upon showing of good cause);
- c. The right to review the material on which the proposal was based and which is relied on to support the reasons in the notice of proposal;
- d. Be represented by an attorney or other representative; and
- e. A written decision and the specific reasons therefore at the earliest practicable date.

SECTION 3. In the event the decision is made to effectuate the proposed, or less severe action, the employee shall be informed of his right and the time frame to appeal the decision to the Merit Systems Protection Board or through the negotiated grievance procedure, but not through both procedures. If the Union was not the representative of the employee during the adverse action proceedings and is not selected by the employee to be the representative in appealing the decision, the Union shall have the right to make an oral representation to the Commanding Officer or his designated representative before the employee exercises the option of an appeal procedure. The employee may grieve under the negotiated procedure at any time after the decision is rendered but not later than 15 calendar days after the effective date of the action.

SECTION 4. If the employee grieves the decision, his representative shall be allowed to review the material relied upon to support the reasons in the notice, provided he presents proof of representation.

ARTICLE XXVI

GRIEVANCE PROCEDURE

SECTION 1. This article provides an orderly procedure for processing grievances. A “grievance” means any complaint:

- a. By any Unit employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any Unit employee;
- c. By any Unit employee, the Union or the Employer concerning the effect of interpretation, or a claim of breach of this Agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment. It is understood that the above definition does not pertain to decisions of another activity or matters where the activity head does not have authority to grant the relief requested.

SECTION 2. This procedure is the sole and exclusive procedure that will be used by the parties to the Agreement and Unit employees in processing grievances which fall within its coverage, including questions of grievability, unless the appellant chooses a statutory procedure as provided in Section 10 of this Article. Grievability issues that may arise between the Employer and the Union shall be processed as a grievance under Section 8 of this Article.

SECTION 3. The Grievance procedure shall not apply to any grievance concerning:

- a. Any claimed violation relating to prohibited political activities;
- b. Retirement, life insurance, or health benefits;

- c. A suspension or removal for National Security Reasons
- d. Any examination, certification of appointment; or
- e. The classification of any position which does not result in a reduction of grade or pay.

SECTION 4. Should an employee or group of employees in the Unit or the Union initiate a grievance or complaint which questions the interpretation of published Navy policy, provisions of law, or regulations of appropriate authority outside the Navy, the following procedure will apply:

- a. Processing of the grievance will be delayed until the question of policy, law, or regulation has been interpreted, should either party so desire. The question(s) may be formulated jointly and will be prepared and forwarded by the Employer, and contain mutually agreed or unilateral questions and/or background data. Submission will be to the cognizant office of Issue in the Department of the Navy or ADCNO (CIVPERS/EEO) as appropriate.
- b. If the interpretation is not received from the Department of the Navy or cognizant authority outside the Department of the Navy within 30 calendar days of the date the letter was forwarded, the matter of interpretation will be submitted to arbitration. The 30-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 ten (10) calendar days from the receipt of interpretation, the employee or Union may, if the issues are not resolved, continue to process the matter(s) through the grievance procedure.

SECTION 5. A grievance must be presented within 15 calendar days after the date of the particular act or occurrence which gave rise to the grievance, or 15 calendar days after the grieving party became aware of the act or occurrence.

SECTION 6. Grievances to which this Article applies shall be submitted to the grievant's immediate supervisor, except as otherwise provided in the Agreement, or where the decision or action grieved was taken by a level of supervision above the immediate supervisor, in which case the grievance will be initiated at Step 2 or 3 as appropriate. The following grievance procedure applies to all eligible employees of the Unit:

STEP 1. An employee shall first take up his grievance informally with the appropriate supervisor, normally his immediate supervisor. The supervisor will meet with the employee in an attempt to resolve the grievance. The supervisor shall make whatever investigation he feels is necessary and give his oral decision to the employee within seven (7) calendar days after the initial discussion. The Union and the Employer anticipate that most employee grievances will be settled at this informal level. However, if the employee is not satisfied with the supervisor's decision he may proceed to Step 2.

STEP 2. The grievant shall reduce the grievance to writing and submit it to the cognizant Department Head within seven (7) calendar days of the Step 1 decision. The Department Head may render a written decision within seven (7) calendar days from the date of receipt of the written grievance or elect to meet with the grievant and his representative and render a decision within seven (7) days of the meeting. Consideration of the grievance by the Department Head may not exceed 14 calendar days. If the employee is not satisfied he may proceed to Step 3.

STEP 3. At this step, the grievant shall submit the grievance in writing to the Commanding Officer within seven (7) calendar days after receipt of the Step 2 decision. The grievance shall specify the dissatisfaction, the points not resolved by the Department Head, the corrective action desired and whether the grievant desires a meeting with the Commanding Officer or his designated representative. Any meeting will include the appropriate Union representative. The Commanding Officer will render a written decision of the grievant within seven (7) calendar days after the meeting or receipt of the grievance if there is not request for a meeting. If the grievant and the Union are not satisfied with the Commanding Officer's decision, the Union may, within seven (7) calendar days from the date of the decision in Step 3, invoke arbitration.

SECTION 7. At each step of this procedure, an employee grievant may be represented and accompanied by a Union designated representative. As an exception to this requirement, an employee or group of employees wishing to present a grievance under this procedure without the intervention of the Union may do so. The Employer may adjust such grievances so long as the adjustment is not inconsistent with the terms of this Agreement and a Union representative is permitted to be present during the grievance proceedings. The Union will be provided a copy of the written decision on the grievance, if one is issued. In such cases, the employee(s) must represent himself and may not invoke arbitration.

SECTION 8. Grievances initiated by the Union will be processed in accordance with the provisions of Section 6 of this Article beginning at Step 2. Grievances initiated by the Employer will be submitted to the Union President. Within 14 calendar days, a designated Command representative will meet with the Union President, or his representative, to resolve the grievance. The written decision will be rendered no later than 1 calendar days following the meeting. If the Employer is not satisfied with the decision, the Employer may, within 14 calendar days from receipt of the written decision, invoke arbitration with written notification to the Union.

SECTION 9. AT Step 3 of Section 6 of this procedure and at any arbitration proceeding, both the Union and the Employer may call a reasonable number of witnesses. Employees of the station required to appear at such meetings and proceeding shall not suffer any loss of pay or leave while so appearing.

SECTION 10. An employee grieving a reduction in grade or removal because of unacceptable performance, grieving an adverse action, or alleging discrimination may raise the matter under a statutory procedure or the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his option at such time as the employee timely initiates an action in writing or timely files a grievance in writing in accordance with this Article. Grievances based on reductions in grade or removal because of unacceptable performance, or adverse actions, will be submitted directly to Step 3 of the Grievance Procedure.

SECTION 11. Prior to filing a grievance of discrimination, the employee will contact an EEO counselor within 45 calendar days from the date the employee became aware of the alleged discriminatory act. Within 15 calendar days after receipt of the counselor's report, the employee may file a grievance of discrimination in writing beginning at Step 2 of the grievance procedure or with the Equal Employment Opportunity Commission but not both. Processing of the grievance will then be in accordance with Section 6 of this Article. If, however, the alleged discriminating official is at a level in the organization above a Department Head, the grievance will be submitted directly to the Commanding Officer, who will render a written decision to the grievant within ten (10) calendar days of receipt of the grievance. If the grievant is not satisfied with the Commanding Officer's decision, the Union may, within 14 calendar days from the date of that decision, invoke arbitration in accordance with Article XXVII, Arbitration.

SECTION 12. Should two or more employees have identical grievances (the dissatisfaction expressed and the relief requested are the same), unless based on disciplinary actions, the grievances may be joined and processed as one grievance, with the decision applicable to all. In such cases, the employer will request the employees involved to select one of the grievants as a representative for the group.

SECTION 13. All time limits prescribed in this Article may be extended by mutual consent upon showing of sufficient cause prior to the end of the time limit. Failure of the Employer to observe the time limits within respect to any step in the grievance procedure shall automatically move such grievance to the next step. Failure of the employee, his representatives or of the Union to observe time limits shall constitute withdrawal and termination of the grievance.

SECTION 14. Nothing in this Agreement shall be so interpreted as to require the Union to represent an employee in processing a grievance, or to continue to represent him, if the Union considers the grievance to be invalid or without merit.

ARTICLE XXVII

ARBITRATION

SECTION 1. Arbitration may be invoke only by the Union or the Employer and shall extend to matters which have been processed under the Grievance Procedure, unless otherwise specified.

SECTION 2. The arbitrator's award shall be binding on the parties except that the Union or the Employer may file exceptions to the arbitrator's award in the manner prescribed by law. In the event an arbitrator's award is voided by FLRA, the matter may be returned to the arbitrator at the request of either party to fashion a new award consistent with the FLRA ruling.

SECTION 3. Within seven (7) calendar days after the date one of the parties receives written notice from the other party to invoke arbitration, representatives of the parties shall meet to select an arbitrator. If agreement cannot be reached within two (2) calendar days after initial meeting, either party may submit a request to the Federal Mediation and Conciliation Service for a list of names of five (5) Oahu residents who are qualified to act as arbitrators. Within two (2) calendar days of receipt of the list of names, the parties shall meet again. If mutual agreement cannot be reached on one of the names from the list, the Union and the Employer shall each strike one name from the list in rotation until only one name remains. The person whose name remains on the list shall be the duly selected arbitrator.

SECTION 4. The fee and expenses of the arbitrator shall be borne equally by the Employer and the Union. The parties and the arbitrator will agree in writing, in advance, upon the cost items, rates pertaining thereto, and other appropriate matters.

SECTION 5. Following selection of the arbitrator and his acceptance, the parties will prepare and submit a joint letter to the arbitrator. The letter shall present, in question form, the matter on which arbitration is sought. The letter may contain mutually agreed upon stipulations of fact and may be accompanied by any documents the parties

Mutually agree should be submitted prior to the hearing. Either party may submit pre-hearing and/or post-hearing briefs provided a copy of such briefs are furnished to the other party. In considering any case submitted under the provision 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 for justifiable reasons or cause, or whether it was arbitrary or an abuse of discretion.

An arbitrator shall not change, modify, alter, delete, or add to the provisions of this Agreement. This is the prerogative of the parties of this Agreement.

SECTION 6. Arbitration hearings shall be held during regular day shift work hours. At the discretion of the arbitrator, the parties may call a reasonable number of relevant witnesses. Employees of NAVMAG Lualualei required to appear at such meetings and proceedings shall not suffer any loss of pay or leave.

SECTION 7. The Arbitrator shall submit his written award to the parties as soon as possible but in any event not later than 15 calendar days after the conclusion of the hearing, unless the parties mutually agree otherwise.

SECTION 8. In the event the Employer or the Union takes the position that a certain matter is not arbitrable, the question of arbitrability shall be submitted to arbitration together with the dispute on the merits of the matter before the same arbitrator who shall first determine the question of arbitrability. If it is determine that the matter is arbitrable, the arbitrator shall then consider the dispute.

SECTION 9. The arbitrator may be requested to render a bench decision if the parties so agree.

SECTION 10. All time limits prescribed in this Article may be extended by mutual agreement of the parties.

ARTICLE XXVIII

GENERAL PROVISIONS

SECTION 1. The Employer agrees to furnish the Union with a copy of directives which pertain to civilian personnel matters such as pertinent Station Instructions and Notices, including additional pay schedules.

SECTION 2. The Employer agrees to have sufficient copies of this Agreement to distribute to each employee covered by this Agreement and to each newly hired employee in the Unit. It is further agreed that the Employer will consult with the Union concerning the general format of the publication before printing. The Employer agrees to furnish the Union 20 copies of this Agreement for its own use.

SECTION 3. It is agreed that the Union shall be furnished with the names and position titles of all employees in the Unit who are newly hired or leaving Station employment upon request.

SECTION 4. It is understood that decisions regarding performance awards or other kinds of honorary awards and adoption/non-adoption of suggestions lie solely within the discretion of management and are exempt from processing under the Grievance Procedure, unless the decision was violated of applicable law.

SECTION 5. 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 XXIX

DURATION OF AGREEMENT

SECTION 1. This Agreement will become effective on the date of Secretary of the Navy approval, or 31 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 execution of the Agreement. This Agreement shall be terminated at any time it is determined that the Union is no longer entitled to exclusive recognition under the Act. Provided the Union's exclusive recognition has not been challenged during the 105 to 60-day period prior to the conclusion of three year period and the Agreement has not been terminated at an earlier date, the Parties shall meet at a mutually agreeable date for the purpose of either amending or extending the Agreement in its entirety or commencing the negotiation of a new Agreement.

SECTION 2. By mutual consent of the parties hereto, this Agreement may be opened by any time for amendment. Any request for amendment from either party shall be in writing and must include a summary of the amendment or amendments proposed. Within 20 working days of receipt of such request, representatives of the Employer and the Union shall meet to discuss the matter. If the parties agree that opening of the Agreement is warranted, they shall proceed to negotiate the proposed amendment(s). No changes shall be considered other than those directly related to the subject of the proposed amendment(s). Any amendments on which agreement is reached shall be duly executed by both parties and will become effective on a date determined to be appropriate under the circumstances. All amendments must be handled and approved in the same manner as provided in Section 1 of this Article.

MEMORANDUM OF AGREEMENT

between the

NAVAL MAGAZINE, LUALUALEI, HAWAII

and the

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

LOCAL 882

Subj: RENEWAL OF AGREEMENT BETWEEN THE NAVAL MAGAZINE, LUALUALEI, HAWAII (NAVMAG LLL) AND THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFGE), LOCAL 882

1. The collective bargaining agreement (CBA) between NAVMAG LLL and AFGE was effective on 8 August 1989 for a duration of three years. The CBA, having been modified and brought into conformance with applicable laws and regulations by the following paragraphs, is hereby renewed for a period of three years.

2. ARTICLE VI. EMPLOYEE-UNION COMMUNICATION

Section 1. Revise to read:

"It is agreed that day-to-day relations, or other matters that may arise concerning the administration or interpretation of this Agreement, between the Employer and the Union shall be dealt with through the following communication channel: for the Union, the Union President, the Business Manager, or the Administrative Assistant; for the Employer, the Activity Labor Advisor or designated representative. This provision shall not preclude any management official and an employee Union representative, from meeting on matters of concern to them. Representatives of the Union who are not employees, shall arrange meetings with Employer personnel through the Activity Labor Advisor or designated representative."

3. ARTICLE VIII. HOURS OF WORK AND BASIC WORKWEEK

Section 1. (New section-other sections in Article shall be re-numbered.)

"Alternate Work Schedule shall be 80 hours per biweekly pay period, other than the basic workweek schedule. Except for personnel on shift work, scheduled work will fall between the hours of 0600-1730, Monday through Friday. Workdays will be a minimum of 8 hours and a maximum of 9 hours. Workweeks will be a minimum of 35 hours and a maximum of 45 hours."

4. ARTICLE XI. SICK LEAVE

Section 1. Revise to read,

"...to conserve such leave so that it will be available to them in case of extended illness in the future and, for those under the Civil Service Retirement System, increase their retirement benefits."

Section 6. Delete second and third sentences.

5. ARTICLE XV. PROMOTIONS AND DETAILS

Section 1. Add wording to fourth sentence, to read: "The Union shall be notified of the reasons for the expansion, if requested."

Section 2. Revise last sentence to read:

"When vacancies are announced activity-wide or wider,..."

Section 3. Revise first sentence to read:

"As an exception to competitive promotion procedures, an employee demoted without personal cause and in receipt of grade or pay retention will be given prior consideration for repromotion to certain vacancies for which the employee is fully qualified and interested in."

6. ARTICLE XXI. EQUAL EMPLOYMENT OPPORTUNITY

Section 5. Delete.

7. ARTICLE XXIII. FAIR LABOR STANDARDS ACT (FLSA)

Section 1. Delete last sentence.

8. ARTICLE XXVI. GRIEVANCE PROCEDURE

Section 11. In the first sentence, change "15" days to "45" days.

In the second sentence delete,

"...Merit Systems Protection Board/..."

9. It is understood that the renewed CBA is subject to the provisions of applicable laws, rules and regulations and subsequent approval of the Secretary of the Navy.

IN WITNESS WHEREOF the parties have executed the renewal of the CBA on this 16th day of September 1994.

