

NEGOTIATED AGREEMENT
Between the
NAVY EXCHANGE SERVICE CENTER
(NEXCEN), PEARL HARBOR, HI
and the
SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 556, AFL-CIO

Effective Date: 28 MAY 1996

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PREAMBLE

In accordance with the provisions of Title VII, Civil Service Reform Act of 1978, hereinafter referred to as the Act, this agreement is made this 28th day of May 1996, by and between the Navy Exchange Service Center (NEXCEN) Hawaii, hereinafter referred to as the "Employer," and Service Employees International Union, Local 556, AFL-CIO hereinafter referred to as the "Union". Collectively, the Employer and the Labor Organization shall be known hereinafter as the "Parties"

WITNESSETH

WHEREAS the public interest requires high standards of employee performance, continued development and implementation of modern and progressive work practices to facilitate and improve employee performance, and the efficient accomplishment of the operations of NEXCEN Hawaii and Service Employees International Union, Local 556; and

WHEREAS experience in both private and public employment indicates that the protection of the right of employees to organize, bargain collectively, and participate through a labor organization of their own choosing in decisions which affect them,

- a. safeguards the public interest;
- b. contributes to the effective conduct of public business; and
- c. facilitates and encourages the amicable settlement of disputes between employees and their Employer involving conditions of employment; and

WHEREAS it is the intent and purpose of the Parties to promote and improve the efficient administration and operation of NEXCEN Hawaii and Service Employees International Union, Local 556, the well being of all Unit employees, and to establish a basic understanding relating to personnel policies, practices, and matters whether established by rule, regulation or otherwise, affecting working conditions; and

WHEREAS there is a recognition by the Parties that all persons employed by NEXCEN Hawaii must be treated with dignity and respect in the implementation of all policies and procedures;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1

EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees covered by this Agreement. This Agreement is signed by the Union on behalf of all employees of NEXCEN Hawaii including intermittent employees with prearranged regularly scheduled tours of duty.

Section 2. Excluded from the provisions of this Agreement are all professional employees, management officials, supervisors, and employees described in 5 USC 7112 (b) (2), (3), (4), and (7), NEXCEN detectives and on call intermittent employees.

Section 3. If supervisors substantially perform the work of employees in the bargaining unit, an assessment will be made to reclassify the supervisor's job within a month after the Employer becomes aware of the issue. This shall not preclude supervisors from assisting bargaining unit members when staffing shortages occur.

ARTICLE 2

PROVISIONS OF LAW & REGULATIONS

Section 1. It is agreed and understood that in the administration of all matters covered by this Agreement, the Employer and the Union are governed by existing or future laws, including policies set forth by published agency policies and regulations in existence at the time of approval of this Agreement and by subsequently published agency policies and regulations required by law. The fact that the Union agrees to published agency policies and regulations in existence at the time the Agreement is approved does not preclude the Union from meeting and negotiating, to the extent required by law, upon request, on any agency policy and regulation.

Section 2. Those rules, regulations and/or directives furnished by higher authorities within the administrative chain of command which impact on either the Agreement or existing personnel policies and practices, will be furnished by the Employer to the Union. Such action is subject to security regulations, the Freedom of Information and Privacy Acts, and policies established by the FLRA and its predecessor.

ARTICLE 3

RIGHTS OF THE EMPLOYER

Section 1. It is agreed and understood that in accordance with the Act, nothing in this Agreement shall affect the authority of any management official of the NEXCEN Hawaii to:

- a. Determine the mission, budget, organization, number of employees and internal security practices of the agency.
- b. In accordance with applicable laws,

(1) hire, assign, direct, lay off, retain, suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.

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

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

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

(b) any other appropriate source.

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

Section 2. Nothing in this section shall preclude the Parties from negotiating:

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

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

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

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

Section 4. In the administration of the Agreement, the Parties agree that before the Employer, within Management's discretion, initiates any changes to personnel policies and practices in the Unit during the life of the 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 consult and bargain with the Employer.

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

d. 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.

e. Time limits may be extended by mutual agreement.

Section 5. Whenever language in this Agreement refers to duties of specific management officials, it is intended only to provide a guide as to how a situation may be handled. The Employer retains the discretion to determine who will perform such work.

ARTICLE 4 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.

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.

Section 4. The Employer recognizes the right of the Union to initiate mid-term bargaining to the extent permitted by law.

Section 5. The parties recognized that in some cases management may possess data which the Union properly requires in order to represent bargaining unit employees. In such cases, upon request by the Union, and to the extent not prohibited by law, management will furnish data which is normally maintained by management in the regular course of business and which is reasonably available and necessary for full and proper discussion, understanding and/or negotiation of subjects within the scope of collective bargaining and representation of employees.

ARTICLE 5 EMPLOYEE RIGHTS

Section 1. Employees have the right to bring work-related problems to the Union's attention without fear of reprisal.

Section 2. All employees have the right, freely and without fear of penalty of reprisal, to form, join and assist the Union, and all employees shall be protected in the exercise of this right. Employees may represent or participate in the management of the Union unless such activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or the official duties of the employee. Employees may act for the organization in the capacity of a Union Representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. Employees may refrain from the above mentioned activities if they so desire and shall be protected in this right.

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

Section 4. The employer shall insure that employees are apprised of the above rights and that no interference, restraint, coercion, or discrimination will be practiced within the Exchange concerning the above rights or to encourage or discourage membership in the Union.

Section 5. Employees shall be permitted to wear Union decals or buttons that do not exceed 1 1/2 inch in diameter for circles or 1 ½ inch on a side for squares. They shall not be attached to employees' name tags and shall not contain an offensive message.

ARTICLE 6 UNION REPRESENTATION

Section 1. The Employer shall recognize the officials and designated representatives of the Union. The Union shall provide to 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 interpretation and application of this Agreement, shall be:

For the Union: the President of the Union, or his authorized representative; and For the Employer: the Personnel Manager, or other designated representative.

- a. Union representatives who are not employees of NEXCEN Hawaii, and who desire admission to the activity, will make arrangements in advance through the

designated Labor Relations Representative of NEXCEN Hawaii. Where required by current security regulations, the Employer may have any such visitor escorted by a representative of the Employer.

b. The Employer shall provide and maintain with the Union on a current basis a list of alternate Management representatives in the event the Labor Relations Representative is unavailable for the purpose of Section 2.a. above.

Section 3. The Union assumes responsibility for designating a reasonable number of Union Stewards to provide effective and efficient representation. With this commitment in mind, the Union will endeavor to appoint at least one (1) Shop Steward to each area described below. The Union will designate an alternate Steward in the event any Steward is temporarily unable to serve the assigned area due to illness, vacation, temporary promotion or detail assignment.

a. It is understood that Stewards will normally be employed in the area they are designated to represent and will normally represent only those employees assigned to those areas as outlined below:

- (1) EM Club Barber Shop Bldg. 1314
150 Mini Mart Uniform Shop
227 Food/Vending Warehouse
1263 Laundromat
1237 NAVSTA Barber Shop
- (2) Manana Warehouse Pearl City Mini Mart
- (3) Wahiawa Camp Stover
- (4) 593 Facilities Maintenance Ford Island
Makalapa Mini Mart
Barber Shop
Pizza Galley
Aiea Laundry
- (5) Subase Auto Port
1327 Service Station
Bldg. 693 Mini Mart/Administration
Subase BarberShop
- (6) Outdoor Living/Home Improvement Center Interior Plus
Drive Thru
JC Gas Station
Halsey MiniMart
- (7) Point Main Retail/Services Touch 'N Go Mini Mart
Iroquois Point Mm/Gas/Pizza
Auto Accessory/Service Station
Lualualei Mini Mart
- (8) Barking Sands(Kauai)

A list of Union Stewards will be posted on each employees' bulletin board, as provided by the Union.

b. The Employer agrees to recognize three (3) Chief Stewards and one (1) ternate to represent their respective segments of the Exchange, i.e., Services, Retail, and Administration. In the event an area is temporarily without a Steward, the appropriate Chief Steward will represent the area.

c. In the event the Employer increases the number of areas within the control of NEXCEN Hawaii, the Union shall assign stewards to represent those areas.

d. Official time shall not be used for matters in connection with the internal operation of the Union; the collection of dues, assessments, or other funds; the solicitation of membership; the distribution of literature or authorization cards; campaigning for Union office; or in the solicitation of grievances or complaints.

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

Section 5. The primary function of a Shop Steward under this Agreement is to receive, investigate, and process grievances of Unit employees. The Steward shall also have the right, upon request, to assist and represent employees regarding personnel actions or work-related problems, and answer any questions on this Agreement.

Section 6. Official time during working hours shall be granted Union Stewards to carry out their duties and responsibilities. Official time shall also be granted to Union Stewards who are required to attend meetings with Management officials. Union Stewards shall be granted official time in any amount the employer and the Union agree to be reasonable, necessary, and in the public interest, in order to attend training which relates to the Act or the administration of this Agreement.

Section 7. The Union will be permitted to have a Union representative or Union Steward address new Unit employees for up to fifteen (15) minutes at indoctrination sessions as occurring. New Unit employees will be provided a copy of this Agreement.

Section 8. Employees wanting to see their Steward during working hours shall notify their immediate supervisor of the wish to see the Steward and the supervisor shall, as soon as possible, notify the Steward's supervisor and request that the Steward be made available. When the performance of the Steward's duties requires the Steward to leave the work site during working hours, the Steward will request permission from the Steward's supervisor. The Steward will report to the immediate supervisor of the employee involved upon entering the work site, and report back to the Steward's own immediate supervisor at the conclusion of the Steward's business. Supervisory permission in both instances will be granted promptly in the absence of compelling circumstances. If circumstances prohibit the release of the Steward, the supervisor will contact the appropriate Chief Steward. If circumstances prohibit

the release of the affected employee, both the Steward and the employee will be informed of the time when such permission will be granted.

Section 9. The Union recognizes Management's right to assign employees. However, Union Stewards will only be reassigned or detailed from one work shift or area as outlined in Section 3. a. above, to another when the mission of the Employer so requires. If and when

such Management-initiated reassignment or detail becomes necessary, the Employer will notify the Union as far in advance of the effective date as practicable.

ARTICLE 7 EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Parties agree to the principles of Equal Employment Opportunity, and further pledge to actively insure that employees are not discriminated against because of race, color, religion, national origin, age, sex, or handicapping condition in matters coming within the authority or responsibility of the respective Parties.

ARTICLE 8 HOURS OF WORK

Section 1. The administrative workweek of employees within the bargaining Unit is the calendar week beginning 12:01 a.m. each Wednesday, and ending 12:00 midnight the following Tuesday.

Section 2. Within the administrative workweek, the basic workweek will not exceed five (5) days of work and forty (40) hours, exclusive of mealtimes. All employees shall receive two (2) days off per administrative week. Whenever possible, two (2) consecutive days off will be provided.

a. Consideration will be given to granting a day off on weekends to those regular employees who work five (5) days per week in a seven (7) -day-a-week operation. Regular employees, upon written request, will normally be granted one Saturday and one Sunday off per month. When the hours of operation are extended during the holiday season, and also during inventory, the provisions of this section may be modified.

Section 3. Employees will be paid the appropriate rate of pay for hours worked: for eight (8) or fewer in a workday, or forty (40) hours or fewer in a workweek, the straight time rate will be paid.

Section 4. It is agreed that employees will be given one fifteen (15) minute rest period at approximately the midpoint of the first portion of their respective work shifts, and one fifteen (15) minute rest period at approximately the mid-point of the last portion of their work shifts. However, employees only working up to five (5) hours per day shall receive only one fifteen (15) minute rest period. Rest periods will not be utilized to extend lunch periods nor to begin work late or to leave work early.

Section 5. The obtaining and returning of government and personal tools, equipment, and material from places of issue and designated storage areas, moving such tools, equipment and materials from one work location to another; or donning and removal of any clothing required for safety and health reasons, shall be done on official time.

Section 6. Time, as determined necessary by the supervisor, shall be allowed for personal clean-up prior to any scheduled lunch period.

Section 7. No employee will be required to work more than five (5) hours without a scheduled non-paid meal period of one-half (1/2) hour duration. Employees in isolated work areas may be permitted a one (1) hour non-paid lunch period. The meal period shall not be scheduled during the first or last hour of work. An employee who is not allowed to take a scheduled meal period or is called back to work during his/her meal period shall be paid for all such time worked and at the overtime rate if applicable.

Section 8. Work schedules shall be made and posted for three (3) consecutive workweeks at a time. Each new schedule will be posted five (5) days prior to its effective date.

Section 9. Should the Employer find it necessary to change the posted hours of work for an employee, the supervisor will notify the employee in writing of such change, *Appendix 1*. This notice will be given to the employee at least three (3) calendar days prior to the scheduled date of the change. The change must remain in effect for at least one (1) workweek, dependent upon the work situation. It is agreed that employees called in to work to meet emergency situations will not be considered to have had their hours changed.

Section 10. Employees who are called in to work at a time outside of, and unconnected with, their regularly scheduled hours of work, for the purpose of performing unscheduled work, will be given a minimum of two (2) hours work for each such call back. If these employees called back to work are tardy in arriving at work, and there is no longer any need for their services and they have no acceptable excuse for such tardiness, the employees need not be given two (2) hours of work.

Section 11. Any employee directed by management to leave prior to the completion of his shift shall be paid for his entire shift scheduled.

Section 12. The regularly scheduled administrative workweek shall be the minimum number of hours within the administrative workweek regularly scheduled each week for a full-time or for a part-time employee during which he is expected to be on duty. To the extent possible each regular employee shall be provided maximum work opportunity within his/her appointment category. The Union recognizes that, in certain circumstances, this may necessitate employees being assigned to split shifts. Whenever possible such assignments should be made to intermittent employees first.

- a. Full-time tour of duty - A regularly scheduled weekly tour consisting of 35 to 40 hours of duty each week.

- b. Part-time tour of duty- A regularly scheduled weekly tour consisting of 20 to 34 and one-half hours of duty each week.
- c. Intermittent tour of duty- An on-call or regularly scheduled weekly tour normally not exceeding 19 and one-half hours per week, except when necessitated by other circumstances, e.g., hiring gaps, peak or seasonal workloads, or extended leave of other employees.

Section 13. Upon specific notification by the Union that it has reason to believe that an employee has been working out of his/her appointment category, the Employer will audit the time cards of that employee for the last five (5) pay periods and provide the results to the Union. If the employee has been working out of his/her appointment category for that period of time and there is no temporary reason for such work (e.g., hiring gaps, peak or seasonal workloads, or extended leave of other employees), the employee will be converted to the appropriate appointment category.

Section 14. To the extent practicable, employees shall have at least ten (10) hours off between shifts.

ARTICLE 9 EXCESS HOURS

Section 1. Excess hours are defined as time employees are required to work over and above, and connected with their regularly scheduled tour of duty, but which do not meet the definition of overtime work in Article 10.

Section 2. Excess hours will be distributed fairly and as equitably as possible among qualified employees within a given shift at each work location or department.

ARTICLE 10 OVERTIME

Section 1. Overtime compensation will be paid for work in excess of eight (8) hours in a day and/or forty (40) hours in a week.

Section 2. Overtime assignments will be distributed fairly and as equitably as possible among qualified available employees on the basis of the following:

- a. Those employees currently performing the work who volunteer will continue it into overtime.
- b. If more employees are needed, qualified employees who volunteer will be used. If there are insufficient volunteers, then employees from among the work group usually performing the work will be directed to do the work starting with the employee with the least amount of required overtime worked.
- c. When assigning overtime, supervisors will take into account the impact of the assignment on the employee's health and welfare and whether the assignment will cause an extreme hardship on the employee.

Section 3. For the purposes of this Article, qualified employees are those who possess the necessary skills and job series, titles, and grades for the work to be performed.

Section 4. Compensatory time will not be granted for overtime work.

Section 5. Overtime work, when assigned, will be credited in minimum increments of six (6) minutes.

Overtime which is not assigned must be approved by the appropriate supervisor to be considered compensable. Overtime compensation will be made when the minimum overtime unit of thirty (30) minutes is met.

Section 6. Employees will receive one (1) fifteen minute paid break for every two (2) hours of overtime.

Section 7. Employees assigned to overtime work will be given as much advance notice as possible.

ARTICLE 11 HOLIDAYS

Section 1. All employees entitled to holiday pay shall observe the following National Holidays:

New Year's Day	Labor Day
Martin Luther King's Day	Discoverers' Day (Columbus Day)
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Any other day declared by Executive Order as a holiday for Federal employees will be considered as a non-workday with pay.

Section 2. When a holiday falls on an employee's non-workday, another day will be designated by the Employer as the employee's day of observance. The day of observance will be either the day before the non-workday or the day after the non-workday of the employee.

Section 3. Compensation for holiday work will be in accordance with applicable laws and regulations.

Section 4. An employee may be excused by request, from a requirement to work on a holiday provided another qualified employee is available, is willing to work, and an overtime situation is not created.

ARTICLE 12

EXCUSED ABSENCE

Section 1. Excused absence is defined as the excusal of employees from performance of regular, assigned duties, and it is not deducted from sick or vacation allowances.

Section 2. Employees volunteering without remuneration to donate blood to blood banks shall be excused for the time necessary for this purpose. Normally, the maximum excused time shall not exceed five (5) hours per donation subject to work load.

Section 3. Excused absence will be granted to employees to vote in Federal, State, and local Municipal elections as follows:

a. If the polls close less than three (3) hours after the scheduled end of an employee's assigned shift or open less than three (3) hours prior to the start of an employee's assigned shift, the employee will be excused for as much time as will allow three (3) hours in which to vote, either immediately after the polls open or prior to the time they close, whichever requires less excused time.

b. Voter receipts must be submitted by employees granted time off to vote.

Section 4. Brief periods of absence or tardiness of up to one (1) hour may be given to employees due to circumstances beyond their control, as justified to the Department Manager or designated representative. Brief periods of tardiness of five (5) minutes or less will not be made a matter of record unless a pattern of tardiness has been established.

Section 5. Employees will be excused to participate in tests, interviews, or physical examinations conducted during the employee's work time, as follows:

a. When required by the Employer, either as a condition of employment in the current position, or else as a stipulation for participation in the Employer's promotion program or other internal placement actions within the Exchange requiring non-competitive examinations; or

b. For other job possibilities within the commuting area when an employee is under notice of reduction in force.

Section 6. When normal operations of the Employer are interrupted during an employee's workday by emergency conditions beyond the Employer's control, employees directed to go home will be given excused absence not to exceed the number of scheduled work hours for that day. It is agreed and understood that employees remaining on the job will perform any duties in the emergency situation which do not jeopardize their health and safety. Those employees not desiring to perform assigned duties which do not jeopardize their health and safety during an emergency situation, may request annual leave or leave without pay. If the emergency situation continues beyond one day, employees will be placed in either an annual leave or a leave without pay status, as requested by the employee. Employees with no accrued annual leave will be placed in a leave without pay status.

Section 7. Employees who are veterans or who are requested by either a veterans' organization or the Armed Forces shall be excused for up to four (4) hours within a day to participate as an active pallbearer, member of a firing squad, or honor guard in the funeral of a member of the Armed Forces.

Section 8. If, during the term of this Agreement, an Act similar to the Military Selective Service Act of 1967 is enacted, the employees required to register under such Act will be excused for the time so necessary.

Section 9. Military leave and appropriate pay will be granted in accordance with regulations.

ARTICLE 13 SICK LEAVE

Section 1. Employees shall accrue sick leave in accordance with policies set forth in appropriate regulations. The Employer and the Union urge an employees to conserve sick leave so that it will be available in case of extended illness or other valid reasons.

Section 2. Employee shall be granted sick leave, if available, when they are absent from work because of bona fide illness or injury or in other circumstances outlined by regulation permitting the granting of sick leave.

Section 3. Sick leave may be advanced, at the employee's request, in case of serious illness or disability.

Section 4. Employees shall normally not be requested to furnish a medical certificate to substantiate a request for sick leave unless the sick leave exceeds three (3) consecutive workdays. In individual cases where the Employer has reason to believe that an employee is abusing the use of sick leave, the employee may be required to submit a medical certificate to substantiate each request for sick leave due to claimed illness, regardless of duration. In such cases, the Employer will first advise the employee of the questionable sick leave record, and will inform the employee of the reason(s) for this evaluation. The employee's sick leave record upon which this evaluation is based will be made available to the employee during this discussion. The employee will be advised during the discussion to submit a medical certificate to substantiate all future requests for sick leave due to claimed illness. Written notice of this requirement shall, as a minimum, inform the employee of the starting date of the requirement and any provisions for review of the notice. It is agreed that these notices shall not be based on absences lasting more than three (3) working days for which the employee has been granted leave by submitting medical certification. It is further agreed that copies of such notices shall not be made part of the employee's permanent record.

Section 5. It is agreed that employees desiring medical, dental, or optical examinations or treatment, should make every effort to schedule such appointments after working hours or

on nonworkdays. Where this is impractical, request for sick leave to cover such examination or treatment shall be submitted as far in advance as possible and shall specify the date and time of the appointment and the name and address of the doctor or other practitioner involved.

Section 6. It is agreed and understood that it is the responsibility of the employee to see that the department supervisor is notified by telephone or other means on each workday on which the employee cannot report to work because of illness. This notification shall be given as soon as possible, which shall normally be one hour before the start of the employee's shift up to one hour after the start on each working day of the absence. In giving the notice, the employee will provide information concerning the basis for, and, if known, the expected duration of, the absence. Receipt of this information by the supervisor does not in and of itself constitute approval of sick leave. Upon return to work from the 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 is someone other than the employee's department supervisor, the employee will provide information as to how the employee may be contacted if the supervisor desires to do so. All such information received will be relayed to the supervisor. Employees sent home from work because of illness shall be subject to the above reporting requirements on the following workday, if still incapacitated.

When an employee knows in advance that an absence due to illness will extend beyond one workday, the employee is responsible for seeing that the department supervisor is notified on the first day of the employee's illness, including its duration, and shall not be required to again contact the supervisor unless additional time off is required.

Section 7. If an employee becomes ill during a scheduled vacation, the employee shall be entitled to recoup vacation time lost during the illness provided the illness is such that it would have prevented performance of the employee's regular duties. The employee will be required to submit a medical certificate which states the nature and duration of the illness.

ARTICLE 14 ANNUAL LEAVE

Section 1. Employees shall accrue and accumulate annual leave in accordance with applicable laws and regulations.

Section 2. The Employer agrees that an employee's request for annual leave, if made prior to the day on which leave is desired, will normally be granted. In considering such a request, the Employer will be governed by workload and staffing requirements.

An employee desiring annual leave for vacation purposes shall submit the request to the Department Manager or designated representative as far in advance as possible. If the vacation is not approved as requested, the employee will be notified promptly in writing, normally within five (5) working days, but in no case later than ten (10) working days.

Section 3. Should an emergency arise which prevents an employee from reporting to work, the employee may request leave by telephone or other means. Such a request shall be made as soon as possible prior to the start of the employee's regular shift. In making such a request, the employee shall provide information concerning the basis for, and, if known, the expected duration of absence. If the person receiving the request is other than the employee's immediate supervisor, information on how to contact the employee will be provided for the supervisor's possible use. All such information received will be relayed to the supervisor; It is understood that call-in requests for leave will not normally be approved in cases where there is considered to be insufficient justification for the absence or where the reason for the absence is such that leave could have been requested in advance. Reporting of absence does not in itself constitute approval of leave.

Section 4. The Employer agrees that an employees will afforded the opportunity to use their excess leave during each leave year.

ARTICLE 15 EXTENDED LEAVES OF ABSENCE

Section 1. For extended leaves of absence other than those covered by Article 31, Family and Medical Leave, employees may request leaves of absence without pay in accordance with applicable laws and regulations. These leaves of absence without pay, if granted, shall not exceed a period of six (6) month for each request.

Section 2. The Employer agrees that, when given adequate advance notification in writing that an employee in the unit has been elected or appointed to a Union office or designated as a delegate to any Union activity requiring a leave of absence, the employee shall be granted annual leave and/or eave without pay whenever possible, consistent with regulations and workload requirements.

Section 3. An employee absent on extended leave will be carried on the rolls during the absence in the rating held at the time the leave commenced.

Section 4. The Employer recognizes the reversion rights of an employee on leave of absence in situations where the employee is affected by reduction-in-force action during the leave of absence.

Section 5. Employees who are absent on extended leave without pay for periods up to one year shall be entitled to all rights and privileges afforded by governing regulations. It is understood that the continuation of certain benefits would require the continued payment

of premiums (e.g., group insurance) by the employee. Specific information will be provided to the employee at the time the leave of absence is approved.

ARTICLE 16 TEMPORARY WORK ASSIGNMENTS

Section 1. Due to the nature of the operations of the NEXCEN, Hawaii employees will periodically be required to work in positions at higher or lower pay levels, or in other positions at the same pay level.

Section 2. When an employee is temporarily assigned to perform the duties of a position higher than the regularly scheduled position, the employee shall receive the pay of the higher pay level position for the length of the assignment if the assignment is for a period of five (5) consecutive workdays or more.

Section 3. Employees temporarily assigned to perform duties of a position at higher levels described above for periods of shorter duration, shall receive the pay of the higher level position for any full day in excess of a cumulative amount of ten (10) working days in any calendar year. More than four (4) hours of the regular shift worked by the employee shall count as a full day for cumulative purposes.

Section 4. Days for which the employee has been paid shall not be added to the cumulative amount. Assignments described in Section 5, below, will not be added to the cumulative amount.

Section 5. An employee may be temporarily assigned to higher level duties and continue to receive the pay of the basic position for a period not less than five (5) consecutive workdays for training and/or evaluation purposes. The provisions of this Section will not apply to employees requesting training under Article 23, Section 3

Section 6. For purposes of this Article, scheduled days off and weekends will not constitute a break in the five (5) - or ten (10) - consecutive-day period.

Section 7. An employee assigned to work temporarily in a position in a lower pay level, shall continue to receive the pay of the basic position.

ARTICLE 17 PROMOTIONS

Section 1. It is the policy of the Employer to use the skills and potentials of all employees fully and to give employees the opportunity for progressive development.

Section 2. The Employer will announce all regular full-time and regular part-time vacancies in the Unit above the entry level by posting notice of these vacancies on all employee bulletin boards for a period of not less than seven (7) consecutive calendar days.

a. Interested applicants must file an application with the Personnel Office within seven (7) days from the date of posting A copy of each notice will be sent to the Union on the date posted.

b. The Union shall be notified by telephone of all vacant positions that occur at entry level. The Union may refer applicants to the Employer for consideration.

Section 3. The Employer will evaluate all applicants for announced vacancies in accordance with the factors shown on the Selection Factor Checklist, which are currently:

Job Knowledge

Experience

Formal Education

Potential

Self Development

EEO

Work Performance Rating (For internal Candidates Only)

Promotions: Should the evaluation of internal applicants be equal on the above factors then length of service will be the governing factor.

Section 4. The Employer will notify the Union of the name of the person selected to fill the announced vacancy within two (2) working days following the selection. The Employer agrees to review the selection procedures used with any applicant not selected, upon request, and to counsel the applicant in methods of improving the chances for selection in the future.

Section 5. It is recognized that the Employer will select the best-qualified applicant, regardless of whether the applicant came to the NEXCEN Hawaii through internal or external sources.

Section 6. The selectee as well as the other candidates interviewed will be notified in writing of the results of the selection process.

Section 7. There will be no selection of a promotion candidate, prior to the posting of a vacancy. The Employer agrees that no individual shall be selected or notified of selection until proper procedures have been followed.

ARTICLE 18 FURLough

Section 1. The Parties recognize that workload and staffing requirements are subject to fluctuation, and therefore the Employer may find it necessary to furlough (temporarily lay off for 30 days or less) employees

Section 2. Furloughs will be administered in each shop, office, or department involved and will be effected by job series, titles, grades, and service computation date (SCD) in the following order:

Temporary employees
Intermittent employees
Regular probationary employees
Regular employees

Section 3. Furloughs shall be handled in such a way as to keep to a minimum the number of employees impacted by the action.

Section 4. The Employer agrees that furloughs will be for a period of thirty (30) calendar days or less.

Section 5. The employees affected by the furloughs shall be returned in whole to their former positions at the end of the furlough period.

Section 6. It is understood that in situations which are within the control of the Employer, maximum use of the Temporary Assignment Provisions of Article 16 will be made. In the event the furlough is necessary under these circumstances, effected employees will be given at least seven (7) working days advance notice.

Section 7. The Union will be given notice reasonably in advance based on the circumstances necessitating the furlough.

ARTICLE 19 REDUCTION IN FORCE

Section 1. This Article pertains only to regular employees. Reduction in Force shall be defined as an action taken by Management to increase the efficiency, economy, or effectiveness of operations, causing the release of an employee through either separation, demotion, furlough for more than thirty (30) days, or reassignment requiring displacement. Reduction in Force, also occurs when the release of an employee is required due to lack of work or funds, reorganization, reclassification due to change in duties, or the need to make a place for a person exercising reemployment or restoration rights, within the NEXCEN, Hawaii.

Section 2. The Employer agrees that prior to giving Unit members official notice of a proposed reduction in force, the Union will be notified in advance of the proposed effective date, the number of employees involved, and the types of positions to be affected. The Union shall be provided an opportunity to express its views and offer suggestions regarding the proposed implementation. The Union agrees to render assistance in communicating the reason(s) for the reduction in force to members of the Unit who may be affected. The Union will have the opportunity to be present at all formal meetings held for the purpose of issuing reduction-in-force notices.

Section 3. A Union representative will be given the opportunity to review reduction-in-workforce documents which pertain to unit employees. Union representative will be given a copy of any applicable retention register.

Section 4. Retention register is defined as a list of employees who are not otherwise excluded, who are serving in the same job series, title, and grade. The retention register shall include the Date of Hire, the Service Computation Date and any additional credit based on an employee's Work Performance Reviews as separate items. The groupings below are in descending order of retention. Individuals in Groups I and II will not be separated due to reduction in force until all other employees not eligible for retention group placement have been removed from the rolls. The retention register shall consist of the following groups of employees:

Group I. Regular employees who have completed their probationary periods.

Group II. Regular employees serving their probationary periods.

Section 5. In the event of a reduction in force the Employer will notify the affected employees of the reduction in force and the employee's rights, as far in advance as practical but not later than thirty (30) calendar days before the proposed action becomes effective. The Employer will notify affected employees, when applicable, of their entitlement to reversion, retirement, eligibility for placement on the Priority Consideration Placement List (PCPL), severance pay, saved pay or pay retention, in accordance with applicable regulations.

Section 6. The Employer, in accordance with regulations, will establish and maintain for a period of one (1) year, the PCPL stating the names of employees who have been separated by reduction-in-force action. When a vacancy occurs for which they are qualified, employees on the list will be offered the position in order of their retention standing, beginning with the highest standing, if available. The name of an employee separated from a full time regular position will be deleted only if the employee accepts or declines a full time equivalent position with a representative rate of pay, the same or higher than that of the position from which the employee was separated. Likewise, the name of a former regular part-time employee will be removed from the list when such an employee accepts or declines an equivalent part-time or full time position. A copy of the PCPL will be furnished to all Department of Defense NAFI's on Oahu.

Section 7. The Union will be provided a copy of the PCPL.

Section 8. Reduction-in-force procedures shall be used when a reduction in regularly scheduled hours of duty per week causes a change in the category of employment as follows:

- a. Regular full time employment changed to regular part time or intermittent employment.

b. Regular part-time employment changed to intermittent employment.

Section 9. The Employer will determine Performance Rating Credits in the following manner:

a. Affected employees will have their past performance ratings reviewed to a maximum of three (3) years.

b. Affected employees will receive four (4) years credit for each rating of "Outstanding" and two (2) years credit for each annual rating of "Very Good". Maximum credit will be twelve (12) years.

Section 10. An employee whose position is eliminated due to RIF shall be allowed to displace (bump) the employee in the same classification (i.e., same title and series), same or lower grade and same or lesser employment status with the lowest service computation date within that classification. If and only if the employee cannot displace someone under the above provision, the employee shall have the right to retreat to the most recent previously held position with the Employer, provided that the position is presently encumbered and his/her service computation date is greater than that of the present incumbent in that position. The provisions of this section shall be applied within each of the respective local commuting areas only, one being the island of Oahu and the other being the island of Kauai.

ARTICLE 20 SAFETY AND HEALTH

Section 1. The Employer will continue to make every reasonable effort to provide and maintain safe working conditions. The Union will cooperate toward this end by encouraging employees to work in a safe manner, that is, to know and observe safety rules and practices.

In the course of performing their normally assigned work, employees will be alert to observe unsafe practices, in equipment as well as environmental conditions which represent industrial health hazards. If an unsafe or unhealthy condition is observed, the employee should report it to the immediate supervisor and, if the employee so desires, the employee may be represented by the Shop Steward.

Section 2. The three (3) Chief Stewards or their designees will serve as the Union representatives on the NEXCEN Hawaii Safety Committee.

Section 3. No employee shall be required to work where conditions are unsafe or Regular full time employment changed to regular part time or intermittent employment.

c. Regular part-time employment changed to intermittent employment.

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Section 2. The three (3) Chief Stewards or their designees will serve as the Union representatives on the NEXCEN Hawaii Safety Committee.

Section 3. No employee shall be required to work where conditions are unsafe or detrimental to health without proper precautions, protective equipment and/or safety devices, or other corrective measures determined necessary by the Safety Officer or designated representative to insure safe and healthful conditions. All safety equipment which employees may be required by the Employer to use in connection with 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 examination without cost to employees. The occupations or duties designated as potential hazards, and the frequency and types of examinations required, are listed in current Department of the Navy Instructions.

Section 5. Prompt medical assistance and treatment will be provided to employees at appropriate medical facilities when employees become injured on the job. In the event an employee is stricken with an illness during the work shift, transportation, if necessary, will be provided to the nearest medical facility.

Section 6. Should an employee be medically certified as incapacitated and thereby unable to perform the full range of assigned duties for a period of more than thirty (30) calendar days, every feasible attempt will be made to use existing Exchange staffing to compensate for the convalescent employee. Employees will be temporarily assigned to established positions within their physical capacity.

ARTICLE 21 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. An employee called for jury duty or jury qualifications will be granted court leave for any court appearance. When an employee is called for such duties, the employee shall promptly notify the supervisor and shall submit a copy of the summons for jury service. Upon completion of the service, the employee shall present to the supervisor satisfactory evidence of the time served on such duties. All regular full-time and regular part-time employees will receive their regular pay for such time off, or will retain the court fees

received from the court, whichever is the greater amount. If the court fees are the lesser amount , such fees, exclusive of transportation, will be turned over to NEXCEN Hawaii by the employee immediately upon receipt from the court.

Section 3. The Union and the Employer jointly endorse the Combined Federal Campaign Fund and urge all employees to contribute their fair share. Appeals for contributions shall be made in accordance with the principles of voluntary donation.

ARTICLE 22 JOB DESCRIPTION AND REQUIREMENTS

Section 1. Employees will be furnished a copy of their job description initially and as changes are made. Any employee in the unit, or his/her designated representative, shall have the opportunity to consult with the employer for the purpose of reviewing his/her position description or job description for any alleged inequities.

Section 2. Upon request by an employee, or through his/her designated representative, the Employer will review the individual's job duties or responsibilities to determine whether the individual is performing in accordance with his/her job description and to determine whether or not corrective action should be initiated by the Employer or employee. If the required work is outside the job description on a regular and recurring basis, corrective action will be taken. If the employee is not satisfied with the results of the review, the employee may file a grievance or appeal, as appropriate.

Section 3. The term "performs related duties as assigned means tasks that are normally related to the job. If it becomes necessary, in emergency or extenuating situations, to assign employees on a temporary basis to duties and jobs not reasonably related to the employee's job and grade allocation, the Employer agrees to effect such assignments on a fair and equitable basis. The employer will notify the Union of changes in position descriptions which will result in a personnel action or significant impact in working conditions. Job descriptions shall describe the general job duties and responsibilities of a given position. The job description does not prescribe every duty the employee will be expected to perform. It describes major duties and responsibilities. Job descriptions are used primarily to establish a proper pay grade.

Section 4. The Employer agrees to advise the Union when there is to be a job classification (audit) and provide the Union with a schedule.

Section 5. Job descriptions of unit employees will be furnished to the Union upon request.

ARTICLE 23 TRAINING

Section 1. Training is a necessary and inseparable function of Management for the maintenance of a skilled and efficient workforce, and when deemed necessary shall be accomplished on the Employer's time.

Section 2. The NEXCEN Hawaii offers a variety of correspondence courses relating to the Exchange System; the Employer will post a listing of all available courses on employee bulletin boards, and will assist interested employees in enrolling in the course (s) of their choice. Employees applying for correspondence courses will accomplish them on their own time.

Section 3. The selection of employees for training required for advancement, shall be made in accordance with merit promotion program procedures to insure fair and equitable consideration. Employees wishing to learn new skills at a higher level, may make a request to the Employer. The Employer upon receipt of such request will forward a copy to the Union. If the request can be answered in the affirmative, the employee will be given reasonable opportunity to obtain the necessary training. If, however, the training cannot be given, the reasons shall be stated to the employee in writing and copies placed in the official personnel jacket. In either instance, the employee and the Union will receive written notification of the actions taken.

- a. If the training is granted, the employee will be given due consideration for promotion when a vacancy occurs, provided the employee has satisfactorily demonstrated during the training period the capability of performing the duties of the position.

Section 4. The Employer agrees to meet and confer 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 this Agreement.

Section 5. Employees not taking formal training to learn new skills will continue to participate in on-the-job and off-the-job training where determined necessary by the Employer. This training will include orientation to the Employer's policies and procedures as they apply to the employee's assignment, and will endeavor to increase the capability of all employees in their respective assignments.

Section 6. Usually, employees serving a probationary period shall not be considered for training outside their job titles unless it will be in the best interest of the NEXCEN, Hawaii and the employee concerned.

Section 7. When employees are assigned to train other employees, the Employer will give consideration to assigning those duties to an employee of a grade equal to or higher than the grade of the employee being trained. Learning new or different procedures involved in performing the same job which may have resulted in the issuance of new regulations or transferring to a new activity, shall not be regarded as training for purposes of this Section.

ARTICLE 24 WORK PERFORMANCE

Section 1. All employees in the Unit shall be evaluated fairly and objectively on a scheduled and continuous basis, with the results of such evaluations discussed with each

individual employee.

a. Each employee will receive a formal written Work Performance Review at least annually.

b. Employees whose current performance rating is "good" or better will be informed in writing whenever their performance is considered to be less than "good". This notice will not be made part of their official personnel record.

Section 2. The purpose of work performance appraisals is as follows:

a. To keep employees continuously aware of the performance required of them.

b. To give employees a reasonable opportunity to achieve their best performance in terms of appropriate training, clear assignments, advancements, adequate facilities, and proper supervisory assistance.

c. To give employees constructive help in correcting weak points in performance and in developing full potential for the job.

d. To bring out and resolve points of misunderstanding between supervisors and employees regarding work assignments, and to develop a constructive relationship between them.

Section 3. The following procedure will be used for non-probationary employees whose performance is considered to have reached an unsatisfactory level:

a. The employee will be counseled about the developing problem. If the employee's unsatisfactory work performance is related to a medical condition, the employee's personal physician should be provided listing of the employee's duties and working conditions and asked whether, in medical professional opinion, the employee can or cannot perform the assigned duties because of the employee's physical condition. If the physician states that the employee is not able to perform the assigned duties, the employee will seek to resolve the situation, if possible, through reassignment, changes of some duties, changes in working conditions, etc. If, on the other hand, the physician states that the employee is able to perform assigned duties, the employee should be so advised.

b. If the counseling proves ineffective in correcting the employee's performance, a letter of caution will be issued to the employee which will:

(1) establish a reasonable trial period during which time the employee must demonstrate satisfactory performance or show sufficient improvement to warrant continued employment;

(2) state which job requirements the employee is failing to meet;
(3) state what the employee must do to bring performance to a satisfactory level;

(4) state what reasonable assistance will be given by the supervisor;

and

(5) state that the improvement must be sustained.

c. If the employee's performance fails to improve during the trial period, the Employer may initiate any action deemed appropriate.

Section 4. The employee shall be entitled to grieve any action taken under this Article.

ARTICLE 25

DISCIPLINARY ACTION

Section 1. Both parties agree that primary emphasis will be placed on preventing situations requiring disciplinary actions through effective employee-management relations. Disciplinary actions will be taken only for just cause. Degrees of penalties will be based on the seriousness of the offense and the relevant factors pertaining to the case.

Section 2. Authorized disciplinary actions are:

- a. Oral reprimand,
- b. Written reprimand,
- c. Suspensions,
- d. Disciplinary downgrade, and
- e. Separation for Cause

Section 3. Disciplinary actions will be initiated only after a preliminary investigation or inquiry indicates that such action may be appropriate. If such is initiated, the employee will be given advance notice in writing, except in the case of an oral reprimand.

Section 4. The notice of proposed disciplinary action will cite specifically the charges and reasons, the facts and documents to support such charges and reasons and the right to Union representation. Proposed disciplinary actions involving written reprimands or suspensions of not more than fourteen (14) calendar days require seven (7) calendar days advance notice. Proposed disciplinary actions more severe than a fourteen (14) day suspension require thirty (30) calendar days advance notice.

The employee has the right to reply either orally or in writing within five (5) calendar days from receipt of the proposal in the case of a seven (7) calendar day advance notice and fifteen (15) calendar days from the receipt of the proposal in the case of a thirty (30) calendar day advance notice.

Section 5. Any reply will be given full consideration by management before a final notice of the decision is issued. If the proposed action is rescinded, all records pertaining to it will be removed from the employee's personnel records and destroyed. If the proposed disciplinary action is taken, or if a less severe disciplinary action is imposed, the employee will be provided the written final decision before the effective date of the action. The final decision will also contain a notification that the negotiated grievance procedure is the sole procedure available to the employee for seeking relief from the disciplinary action taken.

Section 6. The Employer agrees to furnish the Union a copy of all advance notices and decisions on disciplinary actions where the employee is represented by the Union.

Section 7. In situations where the continued presence of the employee on the job may be detrimental to Exchange operations, the employee may be placed on suspension without pay during the thirty (30) calendar day notice period. In such cases, the employee will be provided at least twenty-four (24) hours advanced notice in a pay status of the emergency suspension. If the final disciplinary action taken on an employee so suspended is less than removal, the employee will be paid for the time so suspended, less any loss of pay required by the disciplinary action. An emergency suspension without pay may be grieved under the negotiated grievance procedure.

Section 8. All time limits in this Article may be extended by mutual agreement.

ARTICLE 26 POSTING OF NOTICES

Section 1. The Employer will provide an unofficial bulletin board at each time clock location and at each isolated area where employees are not required to clock in on a time clock. The Union will be permitted the use of a space measuring 18" X 24" on the boards for the purpose of posting appropriate notices, bulletins and other literature. The Union may also directly distribute such material to employees on Employer property.

Section 2. It is understood that the posting or distribution of literature by employees shall be done during the nonwork time of both the distributor and the recipient. Posting or distribution done by Union representatives not employed by NEXCEN Hawaii may be accomplished at any time provided the work of employees is not disturbed.

Section 3. A copy of all literature will be provided to the Personnel Manager on the day of posting. The Union assumes responsibility for posting material and ensuring that obsolete material is removed. The Union shall be responsible for the contents of literature distributed and/or posted by their duly authorized representatives and it shall not circulate any material that is libelous, defamatory; or in poor taste.

Section 4. The Union may utilize NEXCEN Hawaii employee publications on a space available basis for publicizing information which has been approved by the Employer.

ARTICLE 27 GENERAL PROVISIONS

Section 1. All employees, except those on leave or temporary additional duty, shall be paid within their regular duty hours.

Section 2. The Union and the Employer affirm their joint opposition to any discriminatory

practices in connection with employment, promotion, or training, believing in the full utilization of employee skills and abilities without regard to considerations of race, religion, color, sex, national origin, age, or handicapping condition. The Employer and the Union agree to the principle of substantially equal pay for substantially equal work.

Section 3. Cash collection agents who must transport funds from one area to another shall do so in accordance with applicable provisions of appropriate regulations.

Section 4. Employees officially required to use their POV's in connection with official responsibilities shall be reimbursed in accordance with current regulations.

Section 5. Employees required during the work day, to leave one job site to report for duty at another job site, shall do so on the Employer's time.

Section 6. The Employer shall notify the Union when it decides to contract out Unit work currently being performed by the NEXCEN Hawaii and, provide the Union with the anticipated effective date. The Employer agrees, upon written request, to meet and negotiate with the Union on the impact of contracting out work.

Section 7. Employees who are required to wear Exchange uniforms will be provided the uniforms. Provisions for turn-in and reissuance of uniforms for unserviceability of originally issued uniforms due to normal wear and tear, shall be made when the Employer determines that the uniform is unserviceable. Such reissuance will be without cost to the employee. Uniform replacements necessitated by reasons other than normal wear and tear will be made at the employee's expense. All employees will be responsible for the maintenance of their uniforms.

Section 8. It is agreed and understood that when this Agreement calls for the provisions of information to the Union, such information will be released in accordance with the provisions of the Privacy Act.

Section 9. If and when there are requirements to charge for employee parking as presently in effect, the Parties will consult and bargain on such requirements.

Section 10. Regular employees who have been employed more than 90 days shall be eligible to participate in the NEXCEN Hawaii Leave Sharing Program for medical emergencies lasting at least two weeks in duration. The Leave Sharing Program will be administered in accordance with NEXCOM policy.

Section 11. The Employer will supply the Union copies of this agreement for distribution to current employees upon request.

ARTICLE 28

GRIEVANCE PROCEDURE

Section 1. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

Section 2. A grievance under this procedure means any complaint:

- a. By any employee concerning any matter relating to the employment of the employee; or
- b. By the Union concerning any matter 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 this Agreement; or
 - (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 3. Complaints over the following shall not be processed under this procedure:

- a. Any claimed violation relating to prohibited political activities; or
- b. Retirement, life insurance, or health insurance; or
- c. A suspension or removal under Sec. 7532 (National Security) of the Act; or
- d. Any examination, certification, or appointment relating to initial employment; or
- e. The classification of any position; or
- f. Any proposed action prior to the issuance of a decision; or
- g. Non-selection for promotion except for procedural error.

Section 4. This negotiated procedure shall be the exclusive procedure available to the Parties and the employees in the bargaining unit for resolving such grievances over the interpretation and application of this Agreement except as provided in Sections 3 and 5 of this Article.

Section 5. Appeal and Grievance Options An aggrieved employee affected by discrimination may choose to raise the matter under either a statutory appellate procedure or the negotiated grievance procedure, but not both.

Section 6. Individual employees or groups of employees using this procedure will be represented by an individual designated by the Union. Nothing in this Agreement shall be interpreted as requiring the Union to represent an employee in processing a grievance or to continue to represent that employee, if the Union considers the grievance to be invalid, without merit, or not covered by the terms of this Agreement.

Section 7. An employee or group of employees may present grievances to appropriate management officials and have them adjusted without the intervention of the exclusive representative. The employee will submit this preference to the Employer in writing. Such adjustments cannot be inconsistent with this Agreement. The exclusive representative will be given the opportunity to be present at the adjustments. Employees choosing this procedure are not entitled to invoke arbitration. Final level of appeal for employees not represented by the Union is the Director NEXCEN Hawaii, Step 2.

Section 8. Should two or more employees have identical grievances (that is, the dissatisfaction expressed and the relief requested are the same in each case), the grievants or the Union will select one employee's grievance to represent the grievances of all. The employee selected will then process the grievance in accordance with the procedure in Section 11 of this Article, with the names of the other grievants incorporated as part of the record. The decision rendered on the representative's grievance will be applicable to all.

Section 9. In the event either Party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 10. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by Management and the aggrieved party(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization. Reasonable time during working hours will be allowed for employees and Union representatives to discuss, prepare for, and present grievances, including attendance at meetings with Employer officials.

Section 11. The following procedure shall apply in processing grievances covered by this Article:

Step 1: The employee shall first submit the grievance, in writing, Appendix II, to the Department Manager, within ten (10) calendar days after the alleged violation. The grievance must state, as specifically as possible, the Article and Section of this Agreement which is allegedly violated, and the corrective action desired. The appropriate level of Union representation at Step 1 shall be the designated Shop Steward. If no Shop Steward is available, the Chief Steward will handle the grievance. The Department

Manager shall issue a written decision to the employee not later than ten (10) calendar days after the receipt of the grievance. If the decision of the Department Manager is unacceptable to the grievant, the grievance may be submitted to Step 2.

Step 2: The grievance at this Step will be submitted by the Chief Steward and Union Representative to the Director NEXCEN Hawaii, within ten (10) calendar days of receipt of the Department Manager's decision. This submittal will be in writing, stating the specific provisions of the Agreement in question, a summary of the actions taken in Step 1, and the corrective action desired. The Director NEXCEN Hawaii will render a written decision within ten (10) calendar days following receipt of the grievance. In the event the decision is unacceptable to the Union, the matter may be submitted to Arbitration in accordance with the provisions of Article 29.

Section 12. In order for the grievance to be considered timely and be processed under the procedure above, it must be filed at each Step within the stated time limits. Failure of the employee or the Union to observe these time limits shall constitute withdrawal of the grievance. Failure of Management officials at Step 1 to observe and satisfy the time limits for rendering a decision shall automatically move the grievance to the next Step.

Section 13. All time limits in this procedure may be extended by mutual agreement.

Section 14. Nothing in this Agreement is intended to hinder or preclude the continual efforts of employees, the Employer, or the Union to resolve disputes, questions, or complaints in the most informal and expeditious manner possible. Nothing in this Article shall be construed as preventing the resolution of a grievance at any step or level of processing by any party to the grievance.

Section 15. Grievances which require interpretation of Department of Navy policies or regulations, provisions of law, or regulations of appropriate authorities outside the Department of Navy shall be handled as follows, if the parties are unable to resolve the question informally:

- a. Processing of the grievance beyond Step 1 will be deferred until the questioned policy, law, or regulation has been interpreted. The grieving party will prepare its position paper concerning the interpretation sought and serve it on the other party.
- b. The Employer will forward the position papers of both parties to the issuing authority for an interpretative determination.
- c. Upon receipt of the interpretation, the employee, Union, or Employer may resume processing the grievance, including alleged misapplication of the policy, law, or regulation.

Section 16. Grievances between the Union and the Employer shall be processed under the following procedure which shall be the sole procedure for the settlement of such matters:

- a. Any grievances of the Union shall be submitted in writing to the Director NEXCEN Hawaii.
- b. Any grievances of the Employer shall be submitted in writing to the Union President.
 - c. The Union President or his designated representative, and the Director NEXCEN Hawaii or his designated representative, will meet to discuss a grievance submitted by either Party within fifteen (15) calendar days after the receipt of the grievance. If the grievance is resolved at this meeting, the Parties will execute a memorandum of agreement setting forth the resolution. If the grievance is not resolved at the meeting, the Party to whom the grievance was submitted shall forward its decision to the grieving Party within ten (10) calendar days of the meeting.
 - d. In the matter of unresolved grievances, the grieving Party may proceed to Arbitration in accordance with Article 29.

ARTICLE 29 ARBITRATION

Section 1. Written notice from the Union of the desire to invoke Arbitration must be submitted within ten (10) calendar days of receipt of the decision being submitted for consideration. The representatives of the Parties shall meet within ten (10) calendar days in an effort to reach mutual agreement on an Arbitrator to whom the issue shall be submitted for consideration. Should the Parties fail to reach mutual agreement on an Arbitrator within five (5) calendar days, the Parties will jointly request a list of seven (7) Arbitrators from the Federal Mediation and Conciliation Service. If mutual agreement cannot be reached on one of the names on the list, then the Union and the Employer will each strike one name in rotation until only one name remains. The person whose name remains on the list shall be the duly selected Arbitrator. Arbitration shall be binding on the Parties except that either Party may file an exception to the Arbitrator's award with the appropriate legal authority.

Section 2. Following selection and receipt of acceptance from the Arbitrator, the Parties will prepare a joint letter submitting the matter in dispute.

Section 3. All fees and expenses of the Arbitrator shall be borne equally by the Union and the Employer. Each Party shall bear the expenses of the presentation of its own case. Travel and per diem rates shall not exceed the maximum rates payable to the employees of the NEXCEN Hawaii. If the Arbitrator or either Party requests, a transcript will be made of the arbitration hearing. The cost of a shorthand or court reporter or the cost of preparing a verbatim transcript of the hearing if electronic recording devices are used, be shared equally by the Parties.

Section 4. All decisions of the Arbitrator shall be limited expressly to the terms and provisions of this Agreement and in no way may the terms and provisions of this Agreement be altered, amended, or modified by the Arbitrator.

Section 5. All decisions of the Arbitrator shall be in writing and a copy shall be submitted to each of the Parties. Further, in disciplinary action grievances, the Arbitrator will also determine whether the penalty imposed is supported by a preponderance of the evidence.

Section 6. Disputes between the Employer and the Union regarding the interpretation or application of this Agreement which are not resolved through discussion, may be submitted by either Party to Arbitration in accordance with the provisions of this Article.

ARTICLE 30 DUES WITHHOLDING

Section 1. The Employer agrees that effective as early as practicable after the effective date of this Agreement, voluntary payroll deductions for the payment of Union dues shall be made from the pay of all who request such dues deduction and who are bona fide members in good standing with SEIU, Local 556. Dues are defined as the regular periodic payments required from a member to maintain the member in good standing with the Union. In implementing the dues deduction program, the Employer and the Union shall be governed by the provisions of this Agreement and applicable laws. It is recognized that changes in the Agreement may be required by future changes in such laws, regulations, and directives of higher authority.

Section 2. Any employees of the Unit desiring to have Union dues deducted from their pay may, at any time, complete and sign the appropriate portions of Standard Form No. 1187, "Request for Payroll Deductions for Labor Organization Dues".

Section A of this form shall be completed and certified by the President of the Union or designee, who shall mail/deliver it to the Personnel Office of NEXCEN Hawaii. The form must be received in the Personnel Office no later than 12:00 noon on the last Monday preceding the pay period during which the initial deduction is to be made. Employees may not request payroll deduction of dues to more than one employee organization.

Section 3. A deduction will be made each biweekly pay period from the pay of employees in the Unit who have requested such allotment for dues. The amount to be deducted will be computed by multiplying the employee's regular monthly dues by twelve and dividing the results by twenty-six and rounding to the next higher penny. It is understood that no deduction for dues will be made by the Employer in any period for which the employee's net earnings after other deductions are insufficient to cover the full amount of the allotment for dues.

Section 4. The total dues deductions shall be transmitted by the disbursing office to the President, SEIU, Local 556, or designee, by check no later than ten (10) working days after the close of each pay period. With each check the Payroll Office will provide the Union with

a listing of the names of the employees involved and the amount deducted for each employee. In the event an employee's net earnings after other deductions are insufficient to cover the full amount of the allotment for dues, or should an employee revoke authorization for the withholding of Union dues, the Employer shall so annotate it on the list. The list shall also show the total amount of dues deducted by the Payroll Office. There will be no fee charged for the deduction of Union dues.

Section 5. An employee in the Unit who has authorized the withholding of Union dues may request revocation of such authorization by completing Standard Form No. 1188, "Cancellation of Payroll Deductions for Labor Organization Dues," and submitting the completed form to the Personnel Office. These forms may be obtained from the Employer. An employee who initiates dues deduction and requests revocation of this deduction within the initial year, will have the revocation take effect on the first pay period beginning on or after the first anniversary of the date the dues deduction went into effect. An employee who completes the initial one-year period and requests revocation of Union dues deduction, will have the revocation take effect on the first pay period beginning on or after 1 March following submission of the request. Requests for revocation must be received by the Payroll Office no later than 12:00 noon on the last Monday preceding the first anniversary date or 1 March, as appropriate. The Payroll Office shall promptly notify the Union of all such revocations received by transmitting a copy of the form.

Section 6. All deductions of Union dues provided for in this Agreement shall be automatically terminated if the Union becomes ineligible as the exclusive bargaining agent through an election under the Act, or for other reasons, including suspension or cancellation of this dues withholding agreement. Any individual allotment for dues withholding shall also be automatically terminated upon separation or transfer of the employee from the rolls of the Activity or when the employee moves out of the Unit.

Section 7. The Union agrees to give prompt written notification to the Employer when a member who has authorized dues withholding is suspended or expelled from the Union.

Section 8. The Union shall be responsible for insuring that Standard Form No. 1187 is purchased and made available to the members, and shall further insure that the forms are properly completed and certified before transmitting them to the Employer. The Union recognizes its responsibility for seeing that the members of the Union are fully informed and educated concerning the program for payroll deductions of Union dues, its voluntary nature, and the uses and availability of the required forms.

Section 2. The Union shall furnish the Employer, at the earliest practicable date, with a current listing containing the names and signatures of Union officials designated to certify Section A of Standard Form No. 1187 on behalf of the President of the Union. The Union shall be responsible for giving the Employer prompt written notification of any changes in this information and informing Union members of these changes.

Changes in the amount of employee organization dues for payroll deduction purposes shall not be made more frequently than three times every twelve months.

ARTICLE 31

FAMILY AND MEDICAL LEAVE

Section 1. In compliance with the Family and Medical Leave Act (FMLA), eligible employees shall be entitled to up to a total of twelve (12) work weeks of unpaid leave during any twelve (12) month period for one or more of the following reasons: (1) for the birth or placement of a child for adoption or foster care; (2) to care for an immediate family member (spouse, parent or child) with a serious health condition; or (3) to take medical leave when the employee is unable to work because of a serious health condition.

Section 2. Whenever an employee's leave is foreseeable, the employee must notify his supervisor at least thirty (30) days before the leave is anticipated to begin. If however, the nature of the leave requires that it begin in less than thirty (30) days, the employee must notify his supervisor as soon as is practicable.

Section 3. An employee shall continue to be covered by the applicable group health plan during the covered leave. Any share of health plan premiums which had been paid by the employee prior to the FMLA leave must continue to be paid by the employee during the FMLA leave period.

Section 4. Except as otherwise permitted by the FMLA, following a leave of absence granted pursuant to that Act, an employee shall be returned to the same position or to an equivalent position with equivalent pay and benefits.

ARTICLE 32

INSURANCE BENEFITS

Section 1. The Employer agrees to continue to make available the various forms of insurance that are offered to regular full-time employees. The employee costs of these various forms of insurance shall continue to be calculated in the manner in use at the time this Agreement is signed.

Section 2. The Employer will make health insurance available to those regular part-time employees who cannot secure such coverage from any other source. Specifically, regular part-time employees who are members of the military, are military dependents, can obtain such insurance from any other employer they have or would be eligible for coverage under their spouses or parents policy if said spouse or parent is eligible for a high option policy (whether they have exercised that option or not) are not entitled to this benefit. The Employer will pay seventy percent (70%) of the cost of a single coverage policy. The employee will be responsible for the remainder of the single coverage costs and all other costs if the employee chooses any other coverage.

ARTICLE 33

EMPLOYEE RECOGNITION

Section 1. The Employer, through publicity, personal contact and other available means, will urge supervisors to recognize employees who sustain a level of performance significantly above reasonable expectations. Supervisors will be urged to use awards such as Certificates of Achievement, Letters of Commendation, Employee of the Quarter awards, Employee of the Year awards, Group Associate of the Quarter and Superior Accomplishment Recognition Awards (SARA).

Section 2. The Union and the Employer mutually agree that the determination of an employee's consideration for an award will be in accordance with the criteria established by the applicable regulations.

Section 3. The awards scale is as follows:

TYPE OF AWARD	AMOUNT
Certificate of Achievement	Certificate/No Cash award
Letter of Commendation	Letter/No cash award
Employee of the Quarter Award	\$300
Group Associate of the Quarter Award(2)	\$100
Employee of the Year Award	\$400
Superior Accomplishment Recognition Award	A minimum of \$100 to a bonus Maximum of a one (1) step increase(the difference between the employee's step and the next step multiplied by 2080, the work hours in a full time year.)

ARTICLE 34

DIFFERENTIAL & PREMIUM PAY

Section 1. Sunday Premium. All full-time employees, whose regular work schedule includes eight (8) hours or more, any part of which is on a Sunday, are entitled to be paid at the employee's rate of basic pay plus twenty-five percent (25%) premium pay for each hour of regularly scheduled work performed during that period of service on Sunday, but not in excess of eight (8) hours. Premium pay will be allowed only to employees who have a regularly scheduled workweek of forty (40) hours exclusive of scheduled overtime.

Section 2. Shift Differential. Employees are entitled to a shift differential in addition to their hourly rate amounting to seven and one-half percent (7.5%) of the hourly rate for regularly scheduled nonovertime work, the majority of the hours of which occur between 3:00 PM and 12 Midnight, and amounting to ten percent (10%) of the hourly rate for regularly scheduled nonovertime work, the majority of the hours of which occur between 11:00 PM and 8:00 AM. Shift differential is payable for the entire shift. A majority of hours for purposes of this paragraph is a number of whole hours greater than one-half of the regularly scheduled nonovertime shift, to include meal breaks of one (1) hour or less.

Shift differential will be included as part of the rate of basic pay in the computation of overtime pay, holiday pay, Sunday premium pay, sick leave, vacation leave, and lump sum payments for vacation leave only.

Intermittent employees are entitled to shift differential if the majority of their regularly scheduled nonovertime work occurs during the periods stated above.

ARTICLE 35

SENIORITY

Section 1. The terms seniority and service computation date shall mean the same within this Agreement and shall be defined as all creditable service time as a regular employee of Department of Defense non-appropriated fund instrumentalities.

ARTICLE 36

DURATION AND CHANGES

Section 1. This Agreement as executed by the Parties shall remain in full force and effect for a period of three (3) years,- either from the date of its approval by Department of Defense, or on the 30th day of this Agreement's execution by the Parties, subject to the requirements of law, rules, or regulations. Further, it is provided that this Agreement shall terminate at any time it is determined that the Union is no longer entitled to exclusive recognition under the Act. On request of either Party, the Parties shall meet to commence negotiations on a new Agreement no more than one hundred five (105) days nor less than sixty (60) days prior to the expiration date of this Agreement.

Section 2. If neither Party serves notice to renegotiate this Agreement, the Agreement shall be automatically renewed for one (1) year periods; it will be subject to conformance to applicable laws, rules, and regulations of other appropriate authorities and must be approved by the Department of Defense.

Section 3. This Agreement may, however, be amended by mutual agreement of the Parties at any time, provided the amendments are limited to changes in applicable laws and regulations from higher authority. Any amendment will remain in effect in accordance with the provisions of this Article, after approval by the Department of Defense.

Section 4. No agreement, waiver, or modification of any of the terms or conditions contained in this Agreement shall be made by any employees or group of employees of the Unit with the Employer except through the Union as the exclusive representative of such employees.

Section 5. This document contains the entire agreement of the Parties, and neither Party has made any representations to the other side which are not contained in this document.

APPENDIX I

From: Supervisor, _____ Department
To: Subj:

CHANGE OF HOURS OF WORK

I. This is to comply with the negotiated agreement under Article 8, Section 9 and to inform you that your hours of work have been changed.

(a) Your new shift shall be _____

This new shift shall remain in effect for a period of _____ weeks.

2. If you have any questions concerning this change please contact me.

Signature

APPENDIX II

NAVY EXCHANGE SERVICE CENTER – HAWAII GRIEVANCE FORM

NAME OF GRIEVANT: _____

SIGNATURE: _____

DEPARTMENT: _____ POSITION: _____

MANAGER: _____

DATE: _____

STEWARD'S NAME: _____

NATURE OF GRIEVANCE (Describe, as specifically as possible, what happened to cause the grievance, where it happened, when it happened, witnesses, and any other important details): _____

(If additional space is needed, write on another sheet of paper)

STATE WHAT PORTION OF THIS AGREEMENT WAS VIOLATED: _____

CORRECTIVE ACTION DESIRED: _____

DATE SUBMITTED TO MANAGER: _____

DATE MANAGER'S WRITTEN DECISION PROVIDED TO THE EMPLOYEE AND
SHOP STEWARD: _____

IF FURTHER PROCESSING IS REQUIRED

DATE CHIEF STEWARD SUBMITTED THE GRIEVANCE TO THE DIRECTOR,
NAVY EXCHANGE: _____

DATE DIRECTOR, NAVY EXCHANGES' DECISION PROVIDED TO EMPLOYEE
AND CHIEF STEWARD: _____

FURTHER PROCESSING, IF "NEEDED, SHALL BE MADE BY
THE UNION IN ACCORDANCE WITH ARTICLE 29 -- ARBITRATION

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 22nd day of May 1996.

For the Employer:

Director

Chief Negotiator

Alternate Chief Negotiator

Negotiator

Negotiator

For the Union

Trustee/ Chief Negotiator

Alternate Chief Negotiator

Negotiator

Negotiator

Negotiator

Negotiator