

Collective Bargaining Agreement

Between the

Commander Navy Region Hawaii



And

**The International Brotherhood of Electrical Workers
(IBEW), Local 1186 and the Service Employees
International Union (SEIU) Local 556 / the National
Association of Government Employee (NAGE), Local
R12-556**



Approved by Secretary of Defense 03 March 2015

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PREAMBLE

This Collective Bargaining Agreement is entered into by and between the Commander, Navy Region Hawaii, Joint-Base Pearl Harbor Hickam, Hawaii, hereinafter referred to as the Employer, and the International Brotherhood of Electrical Workers, Local 1186, AFL-CIO, and the Service Employees International Union, National Association of Government Employees, Local R12-556, AFL-CIO, hereinafter referred to as the Union or the Unions, and hereinafter collectively referred to as the parties.

WITNESSETH

WHEREAS, the Congress finds that:

1. experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations 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
2. the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government; and
3. the provisions of this Agreement should be interpreted in a manner consistent with the requirements of an effective and efficient Government.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE 1

EXCLUSIVE RECOGNITION AND UNIT DESIGNATION

Section 1. The Unions are recognized as the exclusive representative of all non-appropriated fund employees of the Commander, Navy Region Hawaii, Joint-Base Pearl Harbor Hickam, Hawaii, in the State of Hawaii with the exception of management officials, supervisors, professional employees, and employees described in 5 USC 7112 (b) (2), (3), (4), (6) and (7).

ARTICLE 2

NOTICES AND NEGOTIATIONS

Section 1. It is agreed and understood that matters appropriate for negotiation between the Parties are personnel policies and practices and matters affecting general conditions of employment of Employees in the unit in accordance with the requirements of 5 USC 7117. The Employer will

not unilaterally change any provision of this Agreement or implement any new regulation, policy, or practice that is within the discretion of the Employer without affording the Union the opportunity to bargain concerning the change and/or the impact and implementation of the change to the extent consistent with law and regulation. It is understood by the Parties that in the event that the Employer or the union declares impasse during the negotiations, the Employer may at its own peril implement the change in working conditions.

Section 2. The following will constitute the procedure for notification and a request to bargain:

Step 1. As soon as practicable, the Employer shall notify the Union in writing that the Employer intends to make a proposed change and will advise the Union of the proposed implementation date. The Union shall acknowledge written receipt of the Employer's notification.

Step 2. Within fourteen (14) calendar days after the Union's receipt of the notification provided in Step 1 above, the Union, if it desires to negotiate the proposed change, shall submit a written notification to the Employer to that effect and attach its written proposal(s) for the Employer's consideration. The Employer shall acknowledge written receipt of the Union's notification and proposal(s). If the Union does not request to bargain within the aforementioned timeframe, the Employer may implement the change and the Union waives any further request to bargain on the issue and/or waives the filing of any appeal to include but not limited to grievances and unfair labor practice charges.

Step 3. Upon receipt of the Union's request to negotiate and its written proposal(s), the Employer shall confer with the Union within fourteen (14) calendar days to negotiate concerning the proposed change(s) with the intent in mind of reaching mutual agreement.

Step 4. Upon reaching mutual agreement, the understanding reached shall be reduced to writing and duly executed by an authorized representative of the Employer and Union. In the event that after good faith diligent efforts on the part of the Union and the Employer mutual agreement cannot be reached, either the Employer or the Union may declare that an impasse has occurred. In the event this should occur, the declaring Party shall take all necessary and proper written action to resolve the impasse in accordance with governing law, rule, and regulations.

Section 3. The point of contact for this article will be to both Unions or their designees and the Employer or the designee for the Employer.

Section 4. Requests for Information. Should the union require documents or other evidence that is in possession of the Employer, the Union should send a written request to the NAF Human Resources office using the optional Request for Information Form found in the contract's Appendix. The NAF Human Resources office will respond in writing within fourteen (14) calendar days by either (a) producing the requested documents or other evidence, or (b) providing a detailed response as to why the documents or other evidence is not being provided using the optional Reply to a Request for Information Form found in the contract's Appendix. The request and the response may be facilitated via hard copy correspondence, fax, or e-mail. All time frames in Section 2 above will be suspended until management provides a response.

Section 5. The Employer shall provide, upon Union request, a copy of or an internet web site link of its current policies and regulations.

ARTICLE 3

EMPLOYER RIGHTS AND RESPONSIBILITIES

Section 1. Subject to Section 2 of this Article, supervisors and management officials of the Employer retain the right:

- a. To determine the mission, budget, organization, number of Employees, and internal security practices of the Activity; and in accordance with applicable laws:
 1. To hire, assign, layoff, and retain Employees in the Activity or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees;
 2. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Activity operations shall be conducted;
 3. With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source; and
 4. To take whatever action that may be necessary to carry out the Agency/Activity mission during emergencies.

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

- a. At the election of the Employer, on the numbers, types and grades of Employees or positions assigned to any organizational subdivision, work project, tour of duty, or on the technology, methods, and means of performing work.
- b. Procedures which management officials of the Agency will observe in exercising any authority under Section 1 of this Article; or
- c. Appropriate arrangements for Employees adversely affected by the exercise of any authority under Section 1 of this Article by such management officials.

Section 3. Weingarten Rights Notices. The Employer will annually inform all Employees in writing of their Weingarten rights to Union representation during examinations in conjunction with investigative interviews.

ARTICLE 4

UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Unions are the exclusive representatives of the employees in the bargaining unit as indicated in Article 1 and are entitled to act for and negotiate collective bargaining agreements covering the employees in the bargaining unit they represent.

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

- a. any formal discussion between one or more representative of the Employer and one or more employees in the bargaining unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment; or

- b. any examination of an employee in the bargaining 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. Bulletin Boards. The Union shall be permitted the use of a reasonable area on employee bulletin boards for Union notices, bulletins and other material. The Union bears sole responsibility for the content of material distributed or posted. All material will include an expiration date and will be removed when expired. All material shall not violate any law or the security of the activity. All such material shall indicate on the material to be posted that it was issued by the Union. The Union agrees that material posted on its bulletin boards will not be libellous, scurrilous, and derogatory. Any dispute concerning the content of any posting will be brought to the attention of the Union. The Union agrees to remove the material until the dispute is resolved. The Parties agree that where the dispute cannot be resolved they may submit the matter to Arbitration as provided for in this Agreement.

Section 4. Upon request, the Employer shall make facilities available to the Union for meeting with bargaining unit employees on a space available basis. If applicable, the Union will be responsible for setup and cleanup of the facilities after use.

Section 5. The Employer agrees to allow Union representatives the incidental use of office equipment to carry out its representational duties. The Union representative shall notify the proper management official prior to using any office equipment.

Section 6. Requests for Information. Should the union require documents or other evidence that is in possession of the Employer, the Union should send a written request to the NAF Human Resources office using the optional Request for Information Form found in the contract's Appendix. The NAF Human Resources office will respond in writing within fourteen (14) calendar days by either (a) producing the requested documents or other evidence, or (b) providing a detailed response as to why the documents or other evidence is not being provided using the optional Reply to a Request for Information Form found in the contract's Appendix. The request and the response may be facilitated via hardcopy correspondence, fax, or e-mail.

ARTICLE 5

EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. Employees have the right to join and assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal, and employees shall be protected in the exercise of such right. Except as otherwise provided by law, such right includes the right:

- a. to act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to the heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and
- b. to engage in collective bargaining with respect to conditions of employment through Union representatives.

Section 2. Employees have the right to refer or not refer work related problems to the Union without fear of reprisal. Employees may bring matters of personal concern to the attention of the Employer or other appropriate officials under applicable law, rule, and regulation or established Agency policy and may choose their own representative in an appellate action.

Section 3. Investigative Interviews. The Employee can be represented by the union at any examination of a bargaining unit Employee by a representative of the Agency in connection with any investigation if the Employee reasonably believes that the investigation could result in disciplinary action against him/her and the Employee requests Union representation in accordance with the Employee's Weingarten Rights. It is understood by the parties that this right to representation does not extend to discussions relating to non-disciplinary matters such as performance counselling, work assignments, etc. Prior to the start of any investigative interview examination, the Employer shall explain the purpose of the meeting to the employee(s) so that the employee(s) can make an informed determination whether the attendance of a Union representative is desired.

Section 4. In the administration of this Agreement, employees will be treated fairly and in a manner free from bias and favoritism. Employees have the right to expect their supervisors to treat them with courtesy and respect, just as these employees are to treat their supervisors and fellow employees with courtesy and respect.

Section 5. Upon request, employees will have the right to inspect their personnel files and other documentation with respect to their employment, subject to applicable laws.

ARTICLE 6

REPRESENTATION and OFFICIAL TIME

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

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

For the Union: the IBEW Business Representative and the SEIU, NAGE National Representative.

For the Employer: CNRH NAF Labor and Employee Relations Specialist or their designee.

Section 3. Each union will be allowed five (5) stewards and one (1) chief shop steward to represent its bargaining unit members. There will not be any more than two (2) stewards per directory (e.g. Recreation Activities, CYP, NGIS, Community Activities, Food & Beverage and PMRF-Barking Sands). Union may designate alternate stewards for each of the above in the event any regular steward or chief shop steward is temporarily unable to perform their representational duties.

Section 4. In accordance with 5 USC 7114, the Employer agrees to recognize representatives of the Unions, or any such persons contracted with the Unions to provide representation. Permission

to enter any base where the Unions have bargaining unit Employees is subject to the Unions informing the NAF Human Resources office reasonably in advance of:

- a. Name of visitor or representative;
- b. Union position held or relationship with the Union;
- c. Expected time of arrival and approximate duration of visit;
- d. Purpose of visit;
- e. Any Employer official or Employee who they wish to contact.

The NAF Human Resources office will facilitate access to the base for the aforementioned individual(s). The Union understands that the NAF organization does not control access to any of the Navy's bases. As such, access is dependent on permission being obtained from the authority who controls access to the base where access is being requested.

Section 5. Official Time. Officers and Stewards of the Unions shall be authorized a reasonable amount of official time away from the job, as mission requirements allow, to perform their representational duties pursuant to the terms and conditions of this Agreement and in accordance with 5 USC 7114.

Section 6. The only official time in this instance will be for the actual time spent at the location and for travel time to conduct representational duties. Travel to any other island where bargaining unit members are located will not be on official time nor will per diem and travel expenses be authorized. Representational duties include:

- a. Investigate, including pre-filing discussions with Employees, process, and present a grievance to the Employer or an arbitrator;
- b. Participate on any team, committee, or study group as may be authorized by the Employer;
- c. Review and respond to memoranda, letters, and requests from the Employer which affects personnel policies, practices, or working conditions;
- d. Meet and confer with Employer representatives on Employer initiated changes to matters subject to negotiation under this Agreement;
- e. Attend formal discussions;
- f. Examinations associated with investigations in accordance with the Employee's Weingarten Rights, if requested by the employee;
- g. Attend other meetings with Employer representatives if they are invited to attend;
- h. Participate in any process, claim or complaint as may be required by order or regulations of the Federal Labor Relations Authority;
- i. Attend meetings in the capacity of an observer where bargaining unit Employees have elected to pursue a grievance or settlement agreement without Union representation;

- j. At the Employer's discretion, assist as a technical representative at arbitrations where the primary representative, such as an attorney or business agent is representing the union.
- k. At Management's discretion, to observe, or assist in any grievance meeting.

Section 7. The Union agrees that prior to performing business described in Section 6 of this Article, NAF officers and stewards shall first request permission from the appropriate on-duty supervisor utilizing the Request for Official Time Form located in the contract's Appendix. The request for permission shall include a description of the nature of the business to be transacted, the location of the work to be performed, the name of the grievant/Employee, if applicable, and the approximate duration of the absence. In addition, prior to entering a work area under the authority of another supervisor, the supervisor of the Union representative shall obtain advanced permission from the grievant/Employee's supervisor before entering their work area, to include the nature of the business and the name of the Employee to be contacted. The contact between the supervisors will take place as soon as possible to obtain approval so that the meeting between the steward and the Employee can take place within the requested time frame. If the NAF officer/steward or employee cannot be spared at the requested time from their location, the supervisor shall inform the officer/steward of the time that permission may be granted to leave the job. Upon completion of the representational duties, the Employee and the officer/steward will report their return to work to their supervisor.

Section 8. Requesting and Recording Official Time. Union officials and employees will utilize the Request for Official Time Form in the Appendix for requesting and recording official time used for representational duties and/or requests to see a union representative. This form will be submitted to their immediate supervisor. After supervisory endorsement, a copy of the form will be returned to the Union representative or the Employee and the original will be retained by the Employer. Failure to request official time utilizing this document, unless mutually agreed, may result in denial of the official time.

Section 9. Official time off from work granted to Union representatives shall not be used for discussion of any matter connected with the internal management or operations of the Union or any other labor organization; the collection of dues or assessments of other funds; the solicitation of memberships; campaigning for elective office in the Union or any other labor organization; the distribution of literature; or the deliberate seeking out of grievances and complaints. The Union agrees that activities described above shall be performed during the time an employee is in a non-work status.

Section 10. Union representatives who have a continuing Union assignment normally shall not be reassigned or detailed from one work shift (unless assigned to a rotating shift position) or geographical area to another except when there are compelling reasons. If and when such management-initiated reassignment or detail becomes necessary, the Employer shall notify the Union as far in advance of the effective date as practicable, but no later than 14 calendar days and, shall consult with the Union about the matter.

ARTICLE 7

HOURS OF WORK

Section 1. The administrative workweek for employees of the bargaining unit is the calendar week beginning at 12:01 a.m. Friday and ending at 12:00 midnight the following Thursday.

Section 2. Employee Categories and definitions.

- a. Regular full time (RFT) employee basic work week will not be less than 35 hours. Regular part time (RPT) employee basic work week will be not more than 34 hours or less than 20 hours.
- b. Flexible employees may work 0-40 hours per week. Normally, flexible employees will not be scheduled for more hours than a regular employee within the same work section, except where circumstances beyond the control of the Employer necessitate such use of flexible employees (e.g., a regular employee on extended leave) or for regular seasonal increase in business (e.g., holiday season, Child and Youth Summer Programs and operational needs to meet the mission). Changes in flexible schedules will be based solely on operational needs and will not be used as a reward or penalty. Changes in employment category will be competitive.

Section 3. Work Schedules.

- a. To the extent possible, the basic workweek of regular employees shall consist of five (5) workdays, with two days off.
- b. Normally, employees shall not be scheduled to work more than six (6) consecutive days, regardless of the administrative workweek.
- c. Use of split shifts may occur at times and employees will be scheduled as needed to meet operation needs and meet the mission of the activity. Use of split shifts will be minimized to the greatest extent possible, except at the request of the employee.
- d. No employee will be scheduled for or called to duty for a period of less than two (2) hours.
- e. The normal workday will not exceed ten (10) consecutive hours with no more than one hour of non-paid lunch.

Section 4. The Employer will notify the Union in advance and consult with the union on any changes in NAF policies pertaining to hours of work. Requirements to extend or change hours of work placed on the Employer by law do not require consultation. However, the Employer will contact the Union and state that such a change will be made in accordance with the appropriate policy change.

Section 5. Notification of Schedules.

- a. RFT and RPT employees work schedules shall be posted for one (1) workweek at a time. Work schedules shall be posted no less than one (1) week in advance at a minimum of the administrative workweek. As an exception, and determined by operational needs to meet the mission, schedules will be posted as far in advance as possible, but no later than three (3) days in advance of the administrative work week.
- b. Schedules are subject to change depending on operational needs. When changes are necessary, the change shall be posted at least three (3) days in advance, unless the agency would be seriously handicapped in carrying out its functions. This might include unexpected changes in business operations or a bona fide emergency situation

preventing such notification. The schedule for Craft and Trade Employees will not be changed without notice of at least three (3) days in advance, unless the agency would be severely handicapped in carrying out its mission or costs would be substantially increased.

- c. When additional, non-overtime work hours are required, maximum work opportunity will first be offered to regular employees in the same work section, according to seniority, before scheduling flexible employees or detailing lower-graded employees, to the extent possible.

Section 6. Any proposal to establish a new shift or to change an existing shift is subject to consultation with the Union in accordance with Article 2.

Section 7. Reduction of guaranteed hours shall comply with Article 19, Business Based Action.

Section 8. When it is necessary to release employees prior to the completion of their scheduled shift due to lack of business, the following procedures will apply:

- a. The Employer shall ask for volunteers from among the work group. Regular employees who volunteer may use accrued annual leave or request leave without pay. Flexible employees will be placed on leave without pay.
- b. If there are insufficient volunteers, flexible employees will be directed to leave prior to regular employees, based on inverse seniority within each job classification.

Section 9. When the Employer is forced to close all or part of a facility due to power outage, equipment breakdown, inclement weather, or other unforeseeable circumstances, and it is necessary to release employees prior to the completion of their scheduled shift, the following provisions will apply to employees who cannot be assigned other work:

- a. Regular employees who have already begun work will be paid for half their scheduled shift and be placed on leave without pay or annual leave for the remainder of their shift, or shall be paid for their entire shift if the employee has worked at least half their shift. Flexible employees will be paid for the hours worked or two (2) hours, whichever is greater, and be placed on leave without pay for the remainder of their shift.
- b. Regular employees who have reported to work but not yet begun work will be paid for a minimum of two hours and be placed on leave without pay or annual leave for the remainder of their shift. Flexible employees who have reported to work but not yet begun work will be paid a minimum of two (2) hours and be placed on leave without pay for the remainder of their shift.
- c. Regular employees who are notified prior to reporting to work will be placed on leave without pay or annual leave for their scheduled shift. Flexible employees will be placed on leave without pay for their scheduled shift.
- d. Upon request, the Employer will make every effort to reschedule lost hours to avoid the forced use of annual leave or leave without pay.

Section 10. Meal Period.

- a. Employees who are scheduled to work more than six (6) hours per day shall be granted a non-paid meal period of at least thirty (30) minutes but not more than sixty (60) minutes. Meal periods will be scheduled at or near the midpoint of the shift and may not be taken at the end of the shift or in conjunction with rest periods. Normally, an employee who is entitled to a meal break will not be required to work more than six (6) hours without a meal break. An employee whose schedule is six (6) hours or less, and whose shift is extended beyond six (6) hours will be provided a meal break if the shift is extended one or more hours.
- b. An exception to the meal period requirement is for employees in isolated positions/work sites, where it is not practical to provide a replacement for the employee concerned during the meal period. The employee shall be allowed to eat on the job with pay.
- c. Upon request, employees who regularly work a six (6) hour shift will be scheduled non-paid meal period, if feasible.

Section 11. Rest Periods.

- a. Employees will normally be provided a fifteen (15) minute rest period for each consecutive four (4) hours worked.
- b. The timing of rest periods should not interfere with normal business operations and may not be taken at the start or the end of an employee's shift or in conjunction with a meal period.
- c. In the case where an employee works longer than an eight (8) hour shift, employee will receive a fifteen (15) minute rest period for every three (3) hours of overtime work.

Section 12. When working conditions necessitate, management will determine the adequate time necessary for personal cleanup prior to scheduled meal periods and/or the end of the shift.

Section 13. Obtaining and returning government tools, equipment and material from/to places of issue and designated storage areas; moving such tools, equipment and material from one location to another; or donning and removing of any clothing required for safety and health reasons shall be done on official time.

Section 14. When an employee is directed to travel away from his duty station on official business, government transportation will be provided when available. An employee who uses his personal vehicle may request mileage reimbursement. The use of government vehicles or eligibility for mileage reimbursement does not apply to normal travel from home to work or work to home, including travel from home to an alternate work site.

ARTICLE 8

OVERTIME

Section 1. Overtime must be approved by the Employer in advance. Employees who have worked overtime will be paid in accordance with applicable law and regulations. Overtime will be computed in increments of six (6) minutes. All authorized work performed in excess of eight

(8) hours in a day and/or forty (40) hours in one work week shall be compensated at time and half of the employee's appropriate rate of pay.

Section 2. Normally, the employee doing the work will carry it over into the overtime situation. If more employees are needed to work overtime the Employer may, when possible, solicit volunteers from the on-duty personnel. If sufficient volunteer are not available management will determine the employees who will work the overtime.

Section 3. If an employee is called in to work at a time outside of and unconnected with his scheduled hours, the employee will be paid a minimum of two (2) hours pay at the appropriate rate of pay, even if no work or less than two (2) hours of work is actually performed.

Section 4. With the approval of his/her immediate supervisor, an employee may be relieved from an overtime requirement provided the employee locates another qualified employee who is willing to work. Both employees must notify the supervisor of the change of schedule prior to work assignment.

Section 5. Information concerning overtime hours worked will be maintained by the Employer to aid in resolving specific complaints concerning overtime distribution.

ARTICLE 9

DETAILS, TEMPORARY PROMOTIONS AND REASSIGNMENTS

Section 1. A detail is the temporary assignment of an employee to a different position or set of duties for a specific period with the clear understanding that the employee is not officially reassigned but continues to occupy his/her position of record and shall return to his/her regular position upon completion of detail.

- a. Detail personnel actions shall meet the following criteria:
 1. Details will not involve a change in pay or employment category.
 2. Details to a higher grade/pay band or to a statement of unclassified duties shall not exceed 60 days.
 3. Details to the same or lower grade/pay band shall not exceed one year.
 4. When an employee is temporarily assigned to a position higher than his regularly scheduled position, he shall be temporarily promoted to the higher level position and receive the pay of the higher level position for the length of the assignment if the assignment is for a period of more than ten (10) consecutive workdays. At the conclusion of the temporary promotion, the employee shall return to his former position and rate of pay.
 5. When an employee is detailed to perform the duties of a higher position for less than ten (10) days, but has accumulated thirty (30) days within the preceding twelve (12) month period in a higher level position the employee will be paid for any working day in excess of the thirty (30) days.

6. All temporary assignments of more than ten (10) consecutive workday will be documented in the employee's official personnel folder.
- b. For this Article, scheduled days off and weekends will not constitute a break in the ten (10) consecutive day period. Furthermore, unforeseen situations will be handled on a case-by-case basis between the Union and the Employer.
- c. When an employee is assigned to work temporarily in a lower graded position, he shall continue to receive the pay of his regular position.

Section 2. Temporary Promotion. A temporary promotion occurs when a pay band employee is moved from a lower to a higher pay band for a specified period of time. Temporary promotions may be made for up to six (6) months on a non-competitive basis, and up to two years on a competitive basis. Temporary promotions beyond six (6) months time frame must be made through competitive procedures. Persons promoted on a temporary basis must be given the normal promotion pay increase until the temporary promotion ends. At the conclusion of the temporary promotion the employee's pay will be reduced to where it was prior to the temporary promotion.

- a. A temporary promotion may be effected when:
 1. a position is vacant due to the extended absence of the incumbent;
 2. to fill a vacancy until a permanent appointment is made;
 3. to assign responsibility for increased workload of a temporary nature;
 4. for participation in a special project of limited duration; or
 5. other appropriate reasons as determined by the Employer.

Section 3. A reassignment is a permanent position change at the same rate of pay or grade/level and in the same employment category. Reassignments are made at management discretion by use of a management initiated personnel action. Reassignment should only be to a position that management has some assurance that the employee can perform satisfactorily. In such instances, the employee does not have the right to grieve or appeal reassignment action.

Section 4. The Employer will provide advance notice to the Union prior to effecting any reassignment, detail or shift change of a bargaining unit employee.

ARTICLE 10

PROMOTIONS

Section 1. The Employer agrees to utilize the skills and potentials of all employees and to give employees the opportunity for progressive development to the fullest extent possible. The Employer agrees to use internal recruitment as fully as practicable, unless prohibited by law.

Section 2. The Employer will post copies of vacancy announcements for a period not less than seven (7) calendar days on all activities bulletin boards, the Human Resources Office (HRO), and

on the HR website (NAFjobs.com). Interested employees must file an application with the HRO prior to the closing date.

Section 3. NAFI employees will be considered prior to other candidates, as follows:
Except where otherwise required by law, bargaining unit employees within a Program (e.g. Golf Programs, etc) where the vacancy exists, followed by current Joint Base Pearl Harbor Hickam (JBPHH) and Pacific Missile Range Facility (PMRF) and then Oahu wide.

Section 4. Upon request, the Employer agrees to review the selection procedures utilized with the bargaining unit employees not selected, the employee will be provided documentation of the reasons for their non-selection and of ways to improve their chances for selection in the future.

ARTICLE 11

TRAINING AND DEVELOPMENT

Section 1. Training is a necessary and inseparable function of management for the maintenance of a skilled and efficient workforce and shall be accomplished on the Employer's time when the employee is directed to attend. The Employer encourages learning, providing on-the-job training, and providing assistance for off-the-job self-development training within available resources to improve performance of duties and development of skills, knowledge and abilities. Job related correspondence courses known to the Employer will be publicized and the Employer agrees to assist employees in securing such courses upon request.

Section 2. The selection of employees for training which is required for advancement shall be made in accordance with promotion procedures to ensure fair and equitable consideration.

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

Section 4. Employees desiring counselling on advancement opportunities may request such orally or in writing through their Chain of Command.

Section 5. Regular NAF employees may be eligible for tuition assistance for job related, self-development courses taken during off duty hours through the Employer's Tuition Assistance Program when funding is available to further their educational goals. Copies of the Program will be provided to employees upon request.

Section 6. It is recognized that the Employer has the right to establish, modify or disestablish its training programs consistent with the needs of its mission, subject to prior consultation with the union.

Section 7. Employer may use, on a limited basis, lower graded employees in providing full scope training to higher graded employees. Learning new or different procedures involved in performing the same job which may have resulted from the issuance of new regulations or transferring to a new activity shall not be regarded as training for purposes of this section.

ARTICLE 12

POSITION DESCRIPTION AND CLASSIFICATION

Section 1.

- a. The position description is a written record of the basic duties and responsibilities, physical requirements and supervisory relationship assigned to a position. The position description shall clearly state the work to be performed. The position description does not describe every duty the employee will be expected to perform; it merely describes the major duties and responsibilities. Minor duties may be omitted from the position description or covered by a brief statement showing that minor duties may be performed.
- b. In an emergency or when extenuating situations require, the Employer may assign employees on a temporary basis to duties and/or jobs not reasonably related to the employee's position to meet mission requirements. The Employer agrees to assign such duties on a fair and equitable basis.
- c. The Employer will notify the Union of changes in position descriptions which will result in a personnel action or an impact in working conditions. In these circumstances, the Union will have the opportunity to review the job grading standards.

Section 2. It is the obligation of the Employer to periodically review position descriptions to ensure that significant changes in duties and responsibilities are reflected in the position description.

Section 3. An employee will be provided a copy of the position description upon reporting for duty in the position, and when changes are made in the position description. A copy of the employee's position description will be made available during the review of their annual performance evaluation and will be provided upon the Employee requesting a copy.

Section 4. An employee or the Union may initiate a request for a position review by bringing to the attention of the immediate supervisor, preferably in writing, significant aspects of duty assignments believed not to be covered by the official position description or significant aspects of the position description not being performed. If the supervisor agrees that material differences exist, the employer shall consult with the union prior to preparing a new position description. If no agreement can be reached, the employee or the Union has a right to file a grievance over the appropriate content of the position description.

The actual series or grade level classification of a position is not grievable, and instead, must be pursued through the classification appeal process.

- a. An employee with an accurate position description has the right to appeal the series or grade level of the position in accordance with appropriate regulations.
- b. An employee may personally file or designate, in writing, a representative to process the classification appeal. Two (2) or more employees may appeal jointly if they occupy identical positions and agree on the basis of the appeal.
- c. An employee who has filed a classification appeal may request Union representation at any desk audit or meeting with any management representative concerning the appeal.

Section 5. The Employer will notify the Union prior to initiating classification of bargaining unit positions, whenever practicable. The notice will identify the specific positions and grade levels to be reviewed.

ARTICLE 13

PERFORMANCE EVALUATION

Section 1. The parties agree that employee performance is the key to the success of the organization, the importance of a performance evaluation cannot be overstated. Managers/Supervisors who fail to evaluate their employees could jeopardize employees continued employment/salary rates and impact the productivity of the organization. The immediate supervisor shall inform all employees of the performance expectation and provide the employee with a copy of the Navy Nonappropriated Fund Employee Performance Evaluation Form (CNICINST 5300.2). Performance evaluations CNIC 5300/17 (04-11), will be discussed with each employee prior to being filed in the employee's OPF. Each employee will be provided a copy of his annual performance evaluation. The rating cycle is 1 August – 31 July.

Section 2. All employees will be evaluated fairly and objectively on a scheduled basis, but at least annually, with the results of such evaluations discussed with the employee. Performance standards will be discussed with the employee at the beginning of the rating cycle or upon change in standards.

Section 3. The Performance Process will be accordingly with CNICINST 5300.2 and any revisions thereof.

Unsatisfactory Performance Situations

- a. When a regular, non-probationary employee's performance is considered to be unsatisfactory, the following will apply:
 1. A letter of caution must be issued to the employee that reflects written determinations and documentation by management about the unsatisfactory performance of the employee. Such letters represent non-disciplinary, non-adverse action and are neither grievable nor appealable. A letter of caution will not be included in the employee's OPF unless it is subsequently used as a basis for performance related employment action.
 2. Should the determination of unsatisfactory performance occur while preparing the annual performance evaluation, the annual rating will be delayed until the letter of caution has been issued and the specified remedial period has been completed.
 3. Each letter of caution, based on performance, must:
 - a) state the employee's performance shortcomings.
 - b) state specifically the performance levels that must be met, or corrections made, in order to achieve a satisfactory level.
 - c) set a definite remedial period of reasonable duration of 30 days or more. This time frame depends upon such factors as the nature of deficiencies, type of

position, etc. It should not appear that management is hurrying the process. Instead, a reasonable amount of time, relative to the type of position involved, and correction/improvements that must be made, needs to be considered in establishing such time frame. During this time, the employee must demonstrate at least satisfactory performance. The remedial period may be extended if appropriate but it may not be terminated early.

- d) state that reasonable assistance will be offered by the employee's supervisor. The type of assistance to be given should be listed.
 - e) state that improvement must be sustained.
 - f) state that failure to improve may result in demotion, removal or reassignment.
4. If upon completion of the remedial period, the employee's performance meets the requirements for satisfactory or higher performance as stated in the letter of caution, the employee will be issued a performance evaluation reflecting this level of performance.
- a) The employee will also be notified in writing that similar deficiencies in performance occurring within the next year may result in an adverse action based upon unsatisfactory performance. If this occurs, the action may be completed without the issuance of another letter of caution, or establishment of another trial period.
 - b) Issue a severe disciplinary action decision letter with at least 14-days before the effective date of the action for any further unsatisfactory performance within one year. The decision will reference the letter of caution and other records as well as citing the specific performance problems that have reoccurred.
5. If, upon completion of the remedial period, the employee's performance is still deemed as "unsatisfactory, then a demotion, removal, or reassignment action may be taken.
- a) Reassignment should only be to a position that management has some assurance that the employee can perform satisfactorily. When management decides to reassign the employee, (i.e., place them in another position within the same pay band or grade without loss of pay), such reassignments are made at management's discretion by use of a management initiated SF 52. In such instances, the employee does not have the right to grieve or appeal the reassignment action.
 - b) The letter of caution, which must be given for at least 30 calendar days before final re-evaluation of the employee's performance, meets the 30-day minimum notice of separation for performance action. The letter of caution replaces the proposal letter for a severe disciplinary action.
 - c) Management will issue a final decision letter at the completion of the remedial period when the unsatisfactory performance evaluation is issued. The letter of decision will include a statement justifying the final unsatisfactory rating and identifying the performance requirements listed in the letter of caution that the employee failed to meet and what action was taken to assist the employee in

improving. The decision letter will also inform the employee of the specific corrective action to be taken, of the effective date of the action, and of the appeal rights. Severance pay is not authorized under such conditions. The head of the NAF activity will sign final decision letters concerning "unsatisfactory" employee performance.

ARTICLE 14

HOLIDAYS

Section 1. The agency shall observe the following as holidays:

New Year's Day, January 1.

Martin Luther King, Jr. Day, the third Monday in January.

Presidents Day, the third Monday in February.

Memorial Day, the last Monday in May.

Independence Day, July 4.

Labor Day, the first Monday in September.

Columbus Day, the second Monday in October.

Veterans Day, November 11.

Thanksgiving Day, the fourth Thursday in November.

Christmas Day, December 25.

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

Section 2. Holiday Pay

a. Craft and Trades (CT), Pay Band (NF), Child and Youth (CY) Holiday Pay

1. Regular Full Time (RFT)

a) RFT employees are entitled to holiday pay.

b) When the employee is excused from work on a holiday, the employee is paid holiday pay.

c) When the employee works on the holiday, they are paid their basic rate of pay and holiday premium pay.

d) When a legal holiday falls on the non-workday of an employee who is authorized holiday pay, the employee will receive an in-lieu of holiday. The in-lieu of day to be treated as the holiday will be the day of the basic workweek that immediately precedes or immediately follows the observance of the legal holiday.

2. Regular Part time (RPT) and Flexible Employees
 - a) When the employee works on the holiday, the employee is paid both holiday pay and holiday premium pay.
 - b) The employee is not entitled to holiday pay or holiday premium pay if the holiday does not fall on one of their scheduled workdays.

Section 3. An employee must be in paid status the day before or after the holiday in order to be entitled to holiday pay. An employee's regular schedule will not be changed to avoid paying holiday pay.

Section 4. If an employee is on AWOL status on the scheduled workday before or after the holiday, the employee is not entitled to holiday pay.

ARTICLE 15

SICK LEAVE

Section 1. Employees shall earn and be granted sick leave in accordance with applicable regulations and this Agreement. The Employer shall also grant sick leave consistent with Article 17, Section 3c, of this Agreement and leave without pay consistent with 5 CFR 630, Subpart L to care for family members.

Section 2. Sick leave is authorized when properly requested for an employee who is incapacitated for duty because of illness, injury, pregnancy, medical, dental or optical examination; or when confined because of exposure to a contagious disease requiring isolation or quarantine. Sick leave will be charged in six minute increments.

Section 3. Sick leave must be requested from and be approved by the immediate supervisor. For unexpected absences, notification should normally be done prior to the start of the employee's shift, or as soon as possible thereafter when extenuating circumstances prevent notification before the start of the shift. If the employee's immediate supervisor is unavailable, the employee will provide information as to how he may be contacted if the supervisor desires to do so. Employees are expected to call in for each day of illness or provide an estimate of the length of the illness.

Section 4. Employees seeking medical, dental, or optical examinations or treatment shall make every effort to schedule such appointments after working hours or on non-workdays. Where this is impractical, requests for sick leave to cover such examinations or treatment (on other than an emergency call-in basis) shall be submitted for approval as far in advance as possible, and shall specify the date, time and approximate length of the appointment.

Section 5. Sick leave which exceeds three (3) consecutive workdays should be supported by a medical certificate. If the employee was not attended to by a physician, the employee's personal certification showing satisfactory evidence of incapacitation for duty may be accepted. The Employer may refuse to accept personal certifications if the Employer has issued a letter requiring a medical certificate. Unit Employees may be required to furnish a medical certificate even in instances where they are not on leave restriction regardless of the length of sick leave when deemed necessary."

Section 6. Where the Employer has reason to believe the employee is abusing sick leave, the employee will be counselled of the questionable sick leave record. The employee's sick leave record upon which this evaluation is based will be made available to the employee during this

discussion. The employee may be advised during the discussion to submit a medical certificate to substantiate all future requests for sick leave due to claimed illness. Such notices shall be in writing. Normally, these notices shall not be based on absences for which the employee has been granted leave by submitting medical certification.

- a. 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 and shall explain fully the reasons for believing the employee is abusing his sick leave benefits.
- b. This requirement will be reviewed by the supervisor and the employee after six (6) months and will be cancelled in writing when improvement in the employee's sick leave record warrants.

Section 7. When an employee is injured on the job he may elect to supplement workers compensation payments with sick and/or annual leave, not to exceed the normal pay he would have received.

Section 8. The Employer will take appropriate action to request emergency treatment for an employee during duty hours for job and non-job related injuries or illness, if the employee's condition is such that he cannot arrange treatment for himself. If the employee needs to leave his assignment and has no transportation or is unable to drive, the Employer shall arrange transportation for the employee to reach his home or medical facility for treatment. Determination of the appropriate means of transportation rests with the Employer.

Section 9. Should an employee be medically certified as incapacitated from performing all duties and such period of incapacitation is expected to extend beyond the exhaustion of all annual and sick leave allowances to his credit, the employee may request up to one (1) year leave without pay for the further purpose of recuperating, which may be granted, consistent with regulations and workload requirements.

ARTICLE 16

ANNUAL LEAVE

Section 1. Regular employees shall earn and accumulate annual leave in accordance with applicable regulations. Annual leave will be granted to employees at the discretion of the Employer, based on the employee's request and management's considerations of mission requirements (e.g., workload, staffing, and training requirements). The minimum charge for annual leave is six (6) minutes with additional charges in multiples thereof. All leave requests must be submitted on the provided local form.

Section 2. Employees will submit by December 1 of each year an annual leave plan for the following leave year. To prevent any unintended loss of an employee's excess annual leave, the employee's annual leave request should include estimated use or lose leave, at the minimum. Annual leave schedules will be prepared by supervisors before the beginning of the leave year.

- a. Conflicts in requested vacation periods will be resolved by granting requested dates to employees in the order of their seniority. However, employees will be able to exercise their seniority privilege for only one (1) conflicting leave period in a leave year.

- b. Once approved, leave periods shall not be changed or cancelled by the Employer except for compelling reasons. Likewise, employees will not be allowed to change their leave schedule without Employer approval.

Section 3. Employee requests for leave for periods other than the above shall be granted whenever possible on a first-come, first-served basis consistent with operating needs and the necessity for having certain skills available. Should two or more employees submit leave requests on the same day, for the same period, conflicts will be resolved by seniority. An employee's request for annual leave, if made prior to the day for which leave is desired, will normally be granted subject to mission requirements. The supervisor will advise the employee as promptly as possible whether such leave request is approved, and if not approved, the reason for the denial.

Section 4. Normally, requests for annual leave shall be planned, scheduled and approved ahead of time to allow supervisors to maintain a balance of employees to meet work requirements. Requests for occasional, unscheduled/unplanned leave that could not have been foreseen shall normally be submitted at least the day prior to the beginning of the workday for which the time off is requested. Where the basis for a request for unscheduled annual leave could not have been foreseen one day prior, the employee will normally make the request before the start of his shift. The parties understand that should such leave request be denied, the employee still has the responsibility to report for duty at the start of his shift.

Section 5. If the Employer cannot avoid cancelling previously scheduled leave because of emergency requirements, or when unscheduled leave is denied, the reasons for such actions will be explained to the affected employee at the earliest possible time. Employer agrees to work with the employee to reschedule or approve leave for such employee at another mutually agreeable time.

Section 6. Annual leave for emergency purposes may be requested when unforeseen circumstances prevent the request and approval of leave in advance and will be considered subject to workload considerations. Should an emergency arise which prevents an employee from reporting to work, the employee shall request annual leave by telephone to his immediate supervisor. If the employee's immediate supervisor is unavailable, the employee will provide information as to how he may be contacted if the supervisor desires to do so. All such information received will be relayed to an appropriate supervisor. Normally, requests shall be made before the start of the work shift or, where not practicable, as soon as circumstances permit. In making such requests, the employee will provide information concerning the basis for the expected duration of his absence. It is understood that call-in requests for annual 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.

Section 7. Employees who have requested annual leave, but have been denied for any reason shall be given the option to take their excess leave or be paid for the amount of excess leave prior to the end of the Employer's leave year.

ARTICLE 17

FAMILY AND MEDICAL LEAVE

Section 1. Employees may request family leave in accordance with this article.

Section 2. Family and Medical Leave.

- a. Pursuant to 5 CFR 630, Subpart L, Family and Medical Leave, a regular employee in a continuing position who has completed at least 12 months of service and has worked at least 1,250 hours is entitled to a total of twelve (12) administrative weeks of leave without pay for one or more of the following reasons:
 1. the birth of a son or daughter of the employee and the care of such son or daughter;
 2. the placement of a son or daughter with the employee for adoption or foster care;
 3. the care for a spouse, parent, son or daughter with a serious health condition;
 4. a serious health condition that results in the employee being unable to perform the essential functions of his position;
 5. a “qualifying exigency” arising out of an employee’s qualified family members impending deployment in support of a contingency operation.
- b. An employee may elect to substitute accrued annual or sick leave for LWOP consistent with current law and regulation, for any or all parts of the twelve (12) week unpaid entitlement.
- c. An eligible employee who is the qualified family member of a covered service member who suffers a serious injury or illness on active military duty is entitled to 26 workweeks of leave during a single 12-month period to care for the service member. These 26 weeks of leave includes the 12-weeks of the regular FMLA leave.
- d. If leave taken under this Article is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment, the employee shall provide notice to the Employer of his intention to take leave not less than thirty (30) days before the date the leave is to begin. If the need for leave is not foreseeable because of a medical emergency or unexpected circumstance, and the employee cannot provide thirty (30) days notice of the need for leave, he shall provide notice within a reasonable period of time appropriate to the circumstances involved. If the need for leave is not foreseeable and the employee is unable, due to circumstances beyond his control, to provide notice of the need for leave, the leave may not be delayed or denied.
- e. Eligible employee who take FMLA leave have the right to retain their benefits and seniority and to return to their former position, or to an equivalent one with the same terms and benefits, after the leave period.

Family Member

An individual with any of the following relationships to the employee:

1. Spouse, and parents thereof;
2. Sons and daughters, and spouses thereof;
3. Parents, and spouses thereof;
4. Brothers and sisters, and spouses thereof;
5. Grandparents and grandchildren, and spouses thereof;
6. Domestic partner and parents thereof, including domestic partners of any individual in 2 through 5 of this definition; and
7. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Immediate Relative

An individual with any of the following relationships to the employee:

1. Spouse and parents thereof;
2. Sons and daughters and spouses thereof;
3. Parents and spouses thereof;
4. Brothers and sisters, and spouses thereof;
5. Grandparents and grandchildren, and spouses thereof;
6. Domestic partner and parents thereof, including domestic partners of any individual in 1 through 5 of this definition; and
7. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Parent

1. A biological, adoptive, step, or foster parent of the employee, or a person who was a foster parent of the employee when the employee was a minor;
2. A person who is the legal guardian of the employee or was the legal guardian of the employee when the employee was a minor or required a legal guardian;
3. A person who stands in loco parentis to the employee or stood in loco parentis to the employee when the employee was a minor or required someone to stand in loco parentis; or

4. A parent (as described in the above subparagraphs) of an employee's spouse or domestic partner.

Son or Daughter

1. A biological, adopted, step, or foster son or daughter of the employee;
2. A person who is a legal ward or was a legal ward of the employee when that individual was a minor or required a legal guardian;
3. A person for whom the employee stands in loco parentis or stood in loco parentis when that individual was a minor or required someone to stand in loco parentis; or
4. A son or daughter (as described in 1-3) of an employee's spouse or domestic partner.

Domestic Partner

An adult in a committed relationship with another adult, including both same sex and opposite-sex relationships.

Committed Relationship

A relationship in which the employee, and the domestic partner of the employee, are each other's sole domestic partner (and are not married to or domestic partners with anyone else); and share responsibility for a significant measure of each other's common welfare and financial obligations. This includes, but is not limited to, any relationship between two individuals of the same or opposite sex that is granted legal recognition by a State or by the District of Columbia as a marriage or analogous relationship (including, but not limited to, a civil union).

Section 3. Family Friendly Leave

- a. Employees may use sick leave when they:
 1. Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy or childbirth;
 2. Provide care for a family member as a result of medical, dental, or optical examination or treatment;
 3. Make arrangements for or attend the funeral of a family member;
 4. Are incapacitated from illness, injury, pregnancy or childbirth;
 5. Provide care for a family member who would jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease;
 6. Must be absent for reasons relating to the adoption of a child. This includes appointments with adoption agencies, social workers and attorneys, court proceedings, required travel, and any other activities necessary to facilitate the adoption.

- b. The term family member includes:
 - 1. Spouses and their parents;
 - 2. Children, including adopted children, and their spouses;
 - 3. Parents;
 - 4. Brothers and sisters and their spouses;
 - 5. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- c. Utilization.
 - 1. Employees may use up to 104 hours of sick leave per leave year (or, for a part-time employee or an employee with an uncommon tour of duty, the number of hours of sick leave he normally accrues during a leave year). There is no minimum balance of sick leave required to use the first 40 hours. In addition, an employee who maintains a minimum balance of at least 80 hours of sick leave may use up to an additional 64 hours of sick leave per leave year.
 - 2. Employees who provide care for a family member with a serious health condition shall have up to 480 hours of sick leave (for part-time employees, or employees with uncommon tours of duty this leave time is equal to 12 times the average number of hours in his scheduled tour of duty each week).

Section 5. The Employer agrees to publicize and post information related to family and medical leave. Such information shall be posted on all employee bulletin boards.

ARTICLE 18

LEAVE WITHOUT PAY AND ADMINISTRATIVE LEAVE

Section 1. Leave Without Pay (LWOP)

- a. Employees may be granted LWOP in accordance with applicable laws and regulations. LWOP is not an employee right but a determination made by the Employer. All requests for LWOP, regardless of duration, are subject to approval by the appropriate authority. Subject to workload considerations and the need for the employee's services, requests for leave of absence without pay will be considered on their individual merit and shall not exceed a period of one (1) year for regular employees. Employees will be required to submit an update of their status as requested by the Employer.
- b. Requests for LWOP shall be in writing, shall justify and explain the need, and shall normally be submitted at least thirty (30) calendar days prior to the time for which the leave has been requested.

- c. When an employee in the bargaining unit has been elected or appointed to a Union office or as a delegate to any Union activity requiring a leave of absence, such employee may be granted leave without pay consistent with Section 1.

Section 2. Administrative leave. Administrative leave is an excused absence from duty administratively authorized without loss of pay and without charge to an employee's accrued leave.

- a. Voting. The Union and the Employer mutually agree to encourage all employees to exercise their right to vote. Workload and mission needs permitting administrative excused time may be given to eligible employees to vote in National, State, or Municipal elections or referendums consistent with applicable Federal rules and regulations. Employees desiring to vote in any election or referendum may be excused by their immediate supervisor as follows:

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

- b. Blood donation. At the discretion of the appropriate supervisor in relation to workload considerations, eligible employees who volunteer to donate blood will be granted up to four (4) hours (not including lunch period) without charge to leave for the purpose of making such donations. The four hours include time required to reach the donation site and return, as well as the time for actually donating blood and recovery. Employees are urged to request absence for blood donation at least three (3) days in advance. Time in excess of four hours may be granted at the employee's request, as annual leave, sick leave, accrued compensatory time, or LWOP. If a request for absence is denied, the supervisor will inform the employee, when possible, of the approximate date a request may be granted. Supervisors are urged to schedule such excusal for the last four (4) hours of the workday for the first shift.
- c. Bereavement. Leave may be granted to regular NAF employees, not to exceed three (3) consecutive workdays, for death in the immediate family including spouse, parent, child, brother, sister, parent of spouse, grandparents (in loco parentis), or equivalent in-laws or other close relative who is part of an employee's immediate household. In the event of death of other close relatives the supervisor may approve time off that is charged to annual leave or LWOP.
- d. Court Leave/Jury Duty. In the event an employee is called for jury duty or jury qualification, the Employer will grant court leave not to exceed eight (8) straight-time hours per day consistent with regulations and workload requirements. Employees eligible under applicable laws and regulations shall be granted court leave for absence during an employee's scheduled work hours. Court leave is available for jury duty in Federal, State or Municipal courts. Court leave is available to serve as a witness on behalf of the Federal, State or Municipal government or as a witness on behalf of a private party when the Federal, State or Municipal government is a party to the proceeding in accordance with applicable regulations.

- 1. If an employee is called for the above civic duties, the employee shall notify the Employer promptly and present the summons for jury service directly to the

supervisor. Upon completion of the service, the employee shall present to the Employer satisfactory evidence of time served on such duty, together with any jury fees received. Allowances received for transportation may be retained by the employee.

2. Employees are entitled to receive their regular pay or may retain the court fees received from the court, whichever the employee prefers. If an employee receives his regular pay, the employee will reimburse the government the amount paid by the court, except that the employee may retain reimbursement for out-of-pocket expenses (e.g., mileage and parking). If the employee elects to retain the court fees, the employee will be placed on annual leave or LWOP, as requested.
 3. At the employee's request, an employee will be granted an adjustment in his work schedule so that the employee's hours coincide with the court day(s), subject to operational requirements. A night shift employee who performs court services during the day is entitled to the night shift differential.
 4. If an employee is excused from court service with sufficient time to enable that employee to return to duty for at least three (3) hours of his scheduled workday, the employee shall return to duty.
 5. When an employee appears in court as a non-Government witness and not in the employee's official capacity, the absence from duty must be charged as either annual leave or leave without pay. Such employee is entitled to the usual fees and expenses. When an employee is subpoenaed to testify, in private litigation, in an official capacity, the employee will be considered to be in a duty status, and can retain reimbursement for actual expenses only. All witness fees and allowances will be collected in accordance with the Department of the Navy Comptroller Regulations.
 6. A night shift employee who performs court services during the day is entitled to the night shift differential.
- e. Government Witness. When an employee is called as a Government witness to testify in an official capacity as a Federal employee, the employee is considered to be in an official duty status. The employee may not accept witness fees of any kind. An employee serving as a Government witness (Federal, State, or Local) in a non-official capacity will be granted court leave. Such employee will not accept witness fees.
 - f. Military Duty. An employee who is a member of a reserve component of the Armed Forces or the National Guard shall be granted Military Leave in accordance with applicable regulations and laws.
 - g. Tests, interviews or physical examinations. Employees will be excused to participate in tests, interviews or physical examinations conducted during the employee's work time when required by the Employer, either as a condition of employment in the current position, or as a stipulation for participation in the Employer's promotion program or other internal placement action. Employees may be excused for other job possibilities within the commuting area when an employee is under notice of separation due to business based action.

- h. Tardiness. If reasons are justifiable to the approving supervisor, employees may be excused from duty with no charge to leave or loss of pay for brief periods of absence or tardiness of fifty-nine (59) minutes or less due to circumstances beyond their control.
- i. Employees who are veterans or 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 a pallbearer, member of a firing squad, or honor guard in the funeral of a member of the Armed Forces.

Section 3. Shutdown of an Activity - When conditions necessitate, i.e. holiday season facilities closures, the Employer has the authority to shut down all or part of an Activity.

- a. There are certain situations in which Management may direct the taking of annual leave or LWOP, if the employee requests LWOP in lieu of annual leave, such as holiday close-downs, and brief periods of work interruptions. Such situations require advance notice, as described below. The head of the NAF activity should ensure that newly hired employees are notified of the anticipated shutdowns so they may plan the use of their annual leave accordingly. An employee may not be placed on forced annual leave in disciplinary type situations.
 - 1. In cases of interrupted or suspended operations, employees who cannot be assigned to other work will be required to use annual leave or LWOP, if at the employee's requests LWOP in lieu of annual leave. Twenty four hours of advance notice to employees shall be given before any employee is forced to take annual leave or LWOP in cases of interrupted or suspended operations.
 - 2. When 24 hours advance notice immediately preceding shift is not possible, all employees who were scheduled to work the shift and who cannot be assigned to other work shall be excused and paid for their scheduled work hours (not to exceed eight hours) and will then be placed on enforced annual leave or LWOP, if the employee requests LWOP in lieu of annual leave, for subsequent continuous absence required beyond eight hours, provided 24- hours advance notice can be given.
- b. The foregoing applies only to conditions that cannot reasonably be foreseen-e.g., power or equipment failure, weather conditions affecting only certain kinds or work but not the NAF activity as a whole.

ARTICLE 19

BUSINESS-BASED ACTION

Section 1. A Business Based Action (BBA) is used to adjust resources in response to changes in business revenue, budget, workload, organization, or mission. Covered employees will be issued BBAs if they are identified after an objective, fair and equitable ranking against other employees in the same employment category and group of affected position. A BBA is not used to address a performance or conduct deficiency, or to downgrade a position because of a change in classification standards, or as a correction of a misclassification.

Section 2. Union notification will be given as far in advance as practicable and will include the reason for the action, the approximate number of employees initially affected, and the anticipated effective date of the action.

Section 3. To minimize the adverse impact on employees, the Employer shall, to the extent possible, accomplish the goals otherwise achieved by a BBA through attrition, reassignment of qualified employees affected by a BBA to vacant positions, and other cost reduction efforts before abolishing positions.

Section 4. Types of BBAs

- a. Reduction in Pay Rate. Such actions could result from reorganization, realignment of a workload, elimination of duties or responsibilities from a position, lack of funds, or from a need to be competitive with pay in other organizations or the local labor market. Reductions should impact all similar employees in the competitive area. Employees may challenge the perceived equity in application of the decrease in pay. This challenge is in addition to the normally allowed BBA appeals/grievances. Reductions in pay as a result of misconduct are processed using severe disciplinary action procedures.
- b. Furlough. A furlough occurs when a regular employee is placed in a non-pay status for business-based reasons for eight calendar days or more (i.e., a temporary layoff for a definite or indefinite period of time). Note: Flexible employees are excluded but shall be placed in a non-work status. As a courtesy, flexible employees will be given written notification of any planned furlough, along with its effective and duration dates at the same time that written notices are sent to regular employees.
- c. Change in Employment Category. This occurs when an employee is changed for business related reasons to a lower appointment type (e.g., regular to flexible).
- d. Change in Work Schedule. This applies only when hours are reduced to the point that an employee is changed from RFT to RPT.
- e. Separation. This action entails removal of an employee from the organization for business related reasons. This includes any situation where position is abolished. Separations also include reclassification of a PD to a lower grade or pay band. The employee can be offered a voluntary assignment to the reclassified lower pay band or grade job but cannot be BBAed to it. Should the employee decline the voluntary offer to the lower pay band or grade, BBA separation procedures are followed.

Section 5. BBA's process will be carried out in accordance with CNICINST 5300.2 and or any subsequent revisions of this Instruction and applicable laws and regulations.

ARTICLE 20

CONTRACTING OUT

Section 1. In the spirit of partnership, the Employer agrees to notify the Union when considering whether to contract out work currently performed by bargaining unit employees. The Employer will provide as much advance notice as possible.

Section 2. In the event the Employer decides to contract out, the Employer will notify the Union and afford the Union the opportunity to bargain on the impact and implementation of the decision, as related to the conditions of employment of affected employees. The Employer agrees to minimize displacement of employees which results from contracting to the extent practicable

through reassignment, retraining, restricting in-hire, and other actions that may be taken to retain employees consistent with established Business Based Actions as specified on Article 19.

ARTICLE 21

ADMINISTRATION OF DISCIPLINE

Section 1. Discipline is a tool intended to correct deficiencies in employee conduct and performance, to deter other employees from engaging in similar conduct or performance and is used to correct situations which interfere with efficient operations. Discipline shall be taken for only just cause, and the penalty imposed will be the minimum, in the judgment of the Employer, that can reasonably be expected to correct the affected employee and maintain discipline and morale of the workforce. The Employer retains the right and responsibility to maintain discipline and to take disciplinary action against offending employees. The parties agree to consider informal corrective actions before taking formal disciplinary action. Such corrective actions are intended to correct problems before more serious actions are deemed necessary. However, certain incidents may be grounds for more severe corrective action for an initial offense.

Section 2. Disciplinary action will be taken as soon as practicable after occurrence of the incident and may be in the form a letter of reprimand, suspension, separation for flexible or probationary employees or removal for regular employees. An oral admonishment and a letter of caution are not disciplinary actions in and of themselves, but may be used as the basis of later disciplinary action.

Section 3. When the Employer determines that disciplinary action may be required to correct an employee's misconduct, the supervisor will obtain information concerning the alleged misconduct prior to determining whether disciplinary action is required. Such review should include an investigative interview with the employee.

Section 4. Disciplinary Actions

- a. Disciplinary actions are categorized as basic or severe.
- b. Disciplinary actions do not include BBAs, letters of caution, performance counseling memorandums, oral admonishments, letters of requirement for leave abuse actions, reductions in grade or pay taken as a result of termination of temporary promotion or temporary increase in responsibility, a change to lower grade or pay band/level of an employee when the employee initiated the request, a reduction in pay due to application of a revised prevailing rate schedule when there is no change to the position, a reduction in scheduled hours of work that does not change the employment category, and actions taken as a result of an employee being medically unable to work.
- c. Emergency Suspensions. An employee may be placed on emergency suspension without pay, pending disciplinary action, when retention of the employee might result in damage to or loss of property or funds, might be injurious to the employee or others, might be detrimental to the interests of the NAF activity, or when there are justifiable reasons to believe that the employee is guilty of a crime for which a prison sentence may be imposed. In such cases, the employee will be provided at least 24-hours advance notice of the emergency suspension. The employee may be removed from the work place immediately but shall be paid during the 24- hour notice period for normally scheduled work hours during this period. If the final disciplinary action taken on an employee on

emergency suspension is less than removal, the employee will be paid for the time so suspended less any loss of pay required by the disciplinary action.

- d. **Non-Disciplinary Involuntary Separations.** Not all involuntary separations are for disciplinary reasons. An employee may have to be separated because of long term disability (includes medical authority designation of long term unavailability for work as well as medical availability that extends beyond accrued sick and annual leave and use of authorized FMLA leave), being on extended workers' compensation, (usually more than one year), separations at the completion of transportation agreements for overseas tours, etc. These separations do not adversely reflect on the employee's performance or conduct. If these type separations become necessary after the employee has received their FMLA entitlements if any, they will be processed using the severe disciplinary action procedures and employees will be given the same appeal rights as those available in severe disciplinary actions separations.

Section 5. Basic Disciplinary Actions.

- a. Basic disciplinary actions are:

1. **Letters of Written Reprimand.** A letter of reprimand is a written communication from a supervisor or manager to an employee that identifies misconduct. The reprimand cites the incident in sufficient detail for the employee to fully understand the action for which they are being charged with. A proposal letter does not precede letters of reprimand. The initial and only letter issued is the letter of decision to reprimand. A reprimand also contains a statement that it will be placed in the employee's OPF for a two-year period from the date of receipt of the letter. It will also state that during that time it may be used as a basis for taking stronger disciplinary action should future infractions or conduct warrant such actions.
2. **Suspensions of 14 calendar days or less.** Suspensions are limited to regular employees. A suspension places an employee in a non-pay status and should be used when a supervisor determines that a serious or repeated offense has occurred. Suspensions of 14 days or less are not preceded by a proposal to suspend letter. The first and only letter issued is the letter of decision to suspend.
 - a) Letters of suspension will state the beginning and ending date of the suspension. The starting date will not be any earlier than seven calendar days from the date that the employee receives the decision letter. This provides time to learn if the employee is grieving the action and the basis of the grievance. Management has the prerogative to issue a corrected decision letter to delay the suspension until the grievance has been investigated and resolved. The suspension dates shall be consecutive calendar days and the employee may not take leave or receive any form of pay during the suspension.
 - b) Suspensions require the preparation of a SF-52 and a PAR. The PAR shall be a permanent record in the OPF.
 - c) List the specific charges and specifications upon which the action is based. This must contain sufficient detail (pertinent facts, e.g., time(s) dates, etc.) upon which the employee may know the action(s) for which they are being disciplined and have enough information to base a challenge to the action.

- d) Indicate whom to contact to review the information upon which the charge(s) are based.
- e) List any other basic disciplinary action taken against the employee within the last two years.
- f) Provide grievance rights. Grievances will be processed per the negotiated grievance procedure.
- g) Indicate that additional inappropriate conduct may result in more severe disciplinary action that may include termination.

Section 6. Severe Disciplinary Actions.

- a. These include the following actions against regular employees based upon conduct or behavior:
 - 1. Suspensions for over 14 calendar days.
 - 2. Demotions for cause, (i.e. reducing from a higher to a lower grade or pay band).
 - 3. Reductions in base pay for cause (not a BBA based pay reduction).
 - 4. Involuntary separations for cause including separations for performance of regular employees after failure to improve performance to a satisfactory level while under a letter of caution.
- b. Processing Severe Disciplinary Actions for Regular Non-probationary Employees
 - 1. A proposal letter must be given to the employee at least 14 calendar days in advance of the proposed effective date. The employee must continue to be scheduled for work and remain in a pay status unless the employee requests leave is AWOL or is on emergency suspension during the notice period. The employee may be assigned to another work area or directed to stay at home with pay. The proposal letter will:
 - a) specify the proposed action, e.g., termination, demotion, suspension for more than 14 calendar days.
 - b) state specifically and in detail the reasons supporting the proposed action, including names, dates, times and places. These must be in sufficient detail to permit the employee to understand the events involved and to be able to present a defense.
 - c) indicate the right to review the information upon which the charges and specifications are based and whom to contact to review this information. Permission needs to be obtained from the investigating organization to use the necessary portions of the investigation report as a basis of a charge or a specification. Arrests or indictments alone cannot be the supporting documentation for charges until the employee has pled guilty or been convicted in a court of law.

- d) list any other disciplinary action taken against the employee within the last two years.
 - e) Give the right to provide written rebuttal to the charge(s) and specification(s) within seven calendar days of receipt of the proposed action to the official who is to decide the proposed action. The employee shall be informed that use of official time, without charge to leave or loss of pay, is permitted if in a duty status for preparation of the reply. A location or address to which the rebuttal is to be delivered should be included. The employee's response must be in writing and must identify the relief being sought.
 - f) should the employee resign after the decision letter is issued the remarks section of the PAR will state "Employee resigned after being issued a decision on the severe disciplinary action letter." This statement shall not be used when the resignation was the part of a settlement agreement between the employee and the head of the NAF activity or some other official authorized to execute a settlement.
2. After the 14 day advance notice period has passed, the written decision:
- a) shall be delivered to the employee in advance of the effective date of the discipline.
 - b) shall indicate that all pertinent material including all information provided by the employee has been reviewed and fully considered.
 - c) shall identify which charge(s) and specification(s) in the original letter of proposal were sustained or not sustained, after consideration of the employee's rebuttal. The rationale for the decision will also be included.
 - d) shall state the specific penalty and the effective date of the action.
 - e) shall provide the right to appeal the decision in writing, to the next level of management above the person who signed the decision letter, within seven calendar days of receipt of the decision letter.
 - f) shall inform the employee of the right to request a formal hearing of this appeal. Should an appeal be requested it shall be granted. The address to which the appeal is to be sent should be included.
 - g) shall indicate the right of the employee to be represented by an individual of their choosing during the appeal process subject to the willingness of the individual to serve.

ARTICLE 22

GRIEVANCE PROCEDURE

Section 1. This Article provides an orderly procedure for processing grievances of the parties and bargaining unit employees as defined in Section 2 below. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance

shall not be construed as reflection unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization. It is the intent of the Parties that differences be resolved promptly, equitably, and whenever possible, informally. Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the lowest level of supervision. Since the prompt settlement of disputes is desirable in the interest of sound labor-management relations and efficient operations. Nothing in this Section requires the Union or Employee to attempt to resolve the matter informally, and the Union or Employee may always file a step one grievance to initiate the process as outlined below in lieu of attempting to resolve the matter under this Section. To the extent the foregoing informal attempts to resolve disputes are unsuccessful or unused, the following is the sole procedure for resolution of Employee, Union, or Employer grievances. Grievances may be presented and processed by:

- a. An Employee on that Employee's own behalf, in which case the Union will have the right to be present during the formal meetings and settlement proceedings;
- b. An Employee with representation appointed by the Union;
- c. The Union on behalf of the Employee;
- d. The Union in its own behalf; or
- e. The Employer.

Section 2. A grievance is defined as any complaint:

- a. By an Employee concerning any matter relating to the employment of the Employee;
- b. By the Union concerning any matter relating to the employment of the Employee; 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.
- d. Except that it shall not include any grievance concerning:
 1. Retirement, life insurance, or health insurance;
 2. Any examination, certification, or appointment;
 3. Any claimed violation of subchapter 73 of Title 5 of the United States Code (matters relating to prohibited political activities);
 4. The separation of Employees serving a probationary or trial period;
 5. The non-selection for promotion from a properly ranked and certified list of candidates;
 6. The separation of any flexible employee;

7. An action terminating a temporary promotion and returning the employee to the position from which he/she was temporarily promoted or reassigning or demoting him/her to a different position that is not a lower grade or level than the position from which he/she was temporarily promoted;
8. Non-receipt of a quality step increase, performance award or other honorary or monetary recognition or non-adoption of a suggestion;
9. An oral admonishment;
10. A notice of proposed disciplinary action;
11. The return of an employee from an initial appointment as a Supervisor or Manager to a non-Supervisory or non-Managerial position for failure to satisfactorily complete the required Supervisory probationary period;
12. Personnel actions voluntarily requested by the employee;
13. The classification of any position (5 USC 7121);
14. Actions taken pertaining to the security program;
15. The content of published policy applicable to CNIC NAF employees;
16. A specific action required by an authority outside of CNIC or any matter subject to final administrative review outside CNIC;
17. Wage or salary rates or schedules established by appropriate authority;
18. Letter of Caution;
19. Management decisions regarding budget, workload, organization, and mission;
20. Reassignment to a position at the same rate of pay or grade/level and in the same employment category.

Section 3. Matters for which a statutory procedure exists may be pursued either under such procedure or as a grievance under this Article, but not both.

Section 4. Employee Grievance Procedure:

Step 1. The grievance will be presented in writing using the grievance form found in contract's Appendix to the Employee's immediate supervisor within fourteen (14) calendar days after the Employee becomes aware of the matter about which they are aggrieved. The written grievance must include:

- a. The Article(s) and Section(s) of the Agreement that has/have been breached and exactly how the collective bargaining agreement has been violated;
- b. A brief description of the facts of the incident; and
- c. The desired relief.

Failure to provide the above information may result in the grievance not being accepted. The grievance should be accompanied by any and all supporting documentation that is currently in the possession of the Union or Employee.

The Step 1 official will meet with the Employee and their designated representative or Union observer within ten (10) calendar days to discuss the grievance. The Employee and their designated representative will be informed in writing of the Step 1 official's decision within fourteen (14) calendar days of the date of the meeting.

If the Employee's grievance is not resolved or the Step 1 official fails to meet within the time specified (barring a mutual extension), the grievant or their representative may appeal the grievance in writing to the next higher level of management or their designee within fourteen (14) calendar days after receiving a decision from the Step 1 official, or of the date in which the meeting should have been scheduled. This appeal will move the action into Step 2.

In the event a disciplinary action is effected by a management official, and the Employee elects to grieve, the grievance will be presented to the next higher-level management official or their designee within fourteen (14) calendar days of the date of the disciplinary action or letter of decision on a proposed action and this will constitute a Step 2 filing.

Step 2. Once the grievance appeal is received, the Step 2 official or their designee will meet with the Employee and their designated Union representative within fourteen (14) calendar days after receipt of the grievance. The discussion will involve the issues of the grievance, the supporting documentation from the Step 1 appeal and any and all additional documentation which the Employee or their representative wishes to be reviewed. The Step 2 official or their designee will provide the Employee a written decision within fourteen (14) calendar days after completion of the meeting with the Employee and their representative. A copy of all documents being relied on in the decision will be provided with the decision. If the Employee is not satisfied with the Step 2 decision or the Step 2 official fails to meet within the time specified (barring a mutual extension), the Union may invoke arbitration pursuant to the provisions of Article 23 of this Agreement governing Arbitration.

Section 5. Employer/Union Grievance Procedure. Union/Employer grievances over interpretation or application of this Agreement or interpretation, application or implementation of any law, rule or regulation affecting conditions of employment not concerning the employment of any specific Employee will be resolved through the following procedure:

Step 1. The Union or Employer may initiate a grievance by submitting it in writing to the Commanding Officer or their designee or Union President, as appropriate, within fourteen (14) calendar days after the incident occurs, or within fourteen (14) calendar days after the Union or Employer first became aware of the incident.

Using the Grievance Form found in the contract's Appendix, the moving Party must state the Article(s) and Section(s) of the Agreement that has/have been violated and exactly how the collective bargaining agreement has been violated, a complete description of all the facts the moving Party is relying on to support their grievance along with any documentation supporting the Union's position and the relief being sought.

The Parties will then meet within twenty-one (21) calendar days of receipt of the grievance to discuss and attempt to resolve the matter. A written decision on the grievance will be issued by the non-moving Party within twenty-one (21) calendar days of the meeting by the Union or Employer. Any resolution must be in writing. If the decision thus rendered is unacceptable to the moving Party, it may submit the matter to arbitration in accordance with the provisions of Article 23 of this Agreement.

Section 6. Multiple Grievances. If two or more unit Employees have substantially identical grievances and wish to pursue them through the grievance procedure, the Union may select one Employee's grievance for processing. The outcome of that grievance will be binding on all Employees concerned. The Union will inform the Agency in writing when the provisions of this Section are to be utilized, and will include the names of all grievants as well as the name of the Employee whose grievance will be pursued.

Section 7. Consolidation of Grievances. In the interest of efficiency, in the case where any grievant has multiple grievances that concern the same subject matter, they may amend their initial grievance to include the related matter.

Section 8. Requests for Information. Should the union require documents or other evidence that is in possession of the Employer, the Union should send a written request to the NAF Human Resources office using the optional Request for Information Form found in the contract's Appendix. The NAF Human Resources office will respond in writing within fourteen (14) calendar days by either (a) producing the requested documents or other evidence, or (b) providing a detailed response as to why the documents or other evidence is not being provided using the optional Reply to a Request for Information Form found in the contract's Appendix. The request and the response may be facilitated via hardcopy correspondence, fax, or e-mail. All time frames in Section 2 above will be suspended until management provides a response.

Section 9. Time Limits. The time limits in this article may be extended only by mutual agreement of both Parties. The initiating Party may withdraw the grievance at any time. Failure of the initiating Party to observe the time limits for any step of the procedures will entitle the other Party to reject the grievance for being untimely and the moving Party cannot invoke arbitration. Failure of the responding Party to observe the time limits for any step of the procedure will entitle the initiating Party to advance the grievance to the next step. The response time at each step will be calculated from the beginning of the next working day after receipt of the grievance or presentation of a decision at the proceeding step.

Section 10. Amending Grievances. The Employer and Union recognize that as investigations commence that the facts of a particular situation change. To this end, grievances may be amended during the course of the grievance process to reflect newly discovered evidence.

Section 11. Arbitrability/Grievability. In the event of a disagreement over whether a grievance is subject to this grievance procedure, or is subject to arbitration under this Agreement, the parties shall attempt to resolve this issue informally. If unresolved, the matter may be pursued as a threshold issue under Article 23, Arbitration. The Employer agrees to raise any questions of grievability or arbitrability of a grievance prior to the time limit for the written answer in Step 2 of this procedure.

Section 12. Individual employees or groups of employees using this procedure with Union representation will be represented by an individual designated by the Union. Nothing in this Agreement shall be so interpreted as to require the Union to represent an employee in processing

his grievance or to continue to represent him, if the Union considers the grievance to be invalid, without merit, or not covered by the terms of this Agreement or law.

Section 13. An employee using this procedure may utilize this procedure without Union representation. A decision of self-representation shall be irrevocable and made in accordance with the procedures, time limits, and provisions of this Article, except that the employee is not entitled to any representation (e.g., lawyer, another employee, etc.) at the various steps, nor is he entitled to arbitration. The Employer may adjust such grievances so long as the adjustment is not inconsistent with the terms of this Agreement. A Union representative shall be notified and given the opportunity to be present at all steps of the grievance procedure. Inasmuch as the employee without representation is not entitled to arbitration, the decision rendered in Step 2 of the grievance procedure shall be final.

Section 14. Any party may seek to resolve a conflict by requesting the use of Alternative Dispute Resolution (ADR) techniques. ADR will not be used unless the grievant and management official involved agree to it. If ADR is unsuccessful, then the grievance procedure will resume at whatever step it was at prior to the mediation session. The request for ADR will suspend established time limits for the period agreed to by the grievant and management official involved.

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

- a. Processing of the grievance beyond Step 1 of Section 4 will be delayed until the questioned policy, law or regulation has been interpreted. The Employer will forward the position papers of both parties to the cognizant office of issue.
- b. The Employer will forward the position papers of both parties to the issuing authority for a 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.

ARTICLE 23

ARBITRATION

Section 1. Invocation. Only grievances that have not been resolved through the grievance procedure outlined in Article 22 may be submitted to Arbitration. Arbitration may only be invoked by the Union or the Employer by submitting a written notice of intent to arbitrate to the other Party no later than fourteen (14) calendar days following receipt of the final written grievance disposition or determination, or fourteen (14) calendar days following the date the response was due. If an arbitration notice is mailed to the other Party, it shall be sent by certified mail, return receipt requested (should return receipt be desired), and shall be deemed to have been served on the date of certified mailing. The time limits under this Section may be extended by mutual agreement.

Section 2. Selection of the Arbitrator. The Parties may mutually agree upon an arbitrator. If the Parties do not agree on an arbitrator, the moving Party shall request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) arbitrators within fourteen calendar days of

invoking arbitration. The cost associated with obtaining a list from FMCS shall be borne by the Party invoking arbitration.

If the Parties use the FMCS list, they shall meet (or confer by telephone) within seven calendar days after receipt of the list to select an arbitrator. The Parties will alternately strike one arbitrator's name from the list until one name remains. A flip of a coin will determine which Party will strike the first name. The non-moving Party will flip the coin. The moving Party will call heads or tails. If the moving Party is successful in calling the correct result of the coin flip, they will have the choice to strike first or require the non-moving Party to strike first. The coin-flip will take place at a mutually convenient location with a representative present from each Party.

If the moving Party refuses, delays or fails to participate in the selection process within the aforementioned timeframe, the grievance appeal will be considered terminated and withdrawn. If the non-moving Party refuses, delays or fails to participate in the selection process within the aforementioned timeframe, the moving Party may select the arbitrator from the list and set the arbitration date unilaterally. The time limits under this Section may be extended by mutual agreement without being considered a delay.

Section 3. Setting the Hearing. Once selection of an arbitrator is made in accordance with Section 2 of this Article, the moving Party shall have the responsibility of contacting the selected arbitrator and obtaining available dates for the hearing. The hearing must be at least forty-five (45) calendar days from the date on which the Parties agreed on the arbitrator. Once available dates are received from the arbitrator, the Parties will mutually agree on a specific date for the hearing. If for any reason the selected arbitrator becomes unavailable, the last arbitrator to have been struck will be contacted and the procedure in this Section will begin again, until an arbitrator with available dates has been selected. Should no arbitrator on the list be selected due to unavailability, then a new list will be generated in accordance with Section 2 of this Article, with the date that the Parties learned the last arbitrator was unavailable as the "invoking arbitration" date.

Section 4. Pre-Hearing Conference. Within at least thirty (30) calendar days prior to the Arbitration date, representatives of the Union and Employer will hold a pre-hearing conference. The purpose of this conference is to attempt to agree on the issue or issues to be decided, stipulations of fact, witnesses (to include expected testimony), and to exchange documentary evidence thus far developed. Any documentary evidence at the time of the pre-hearing conference that was not included in the grievance procedure is excluded unless there is good cause to allow it to be entered into evidence as determined by the arbitrator. Any grievability/arbitrability issues that are still pending will be discussed at this time.

Section 5. Moving Papers. In the event the Parties are able to agree on issue(s) and stipulations of fact, a joint submission statement will be developed and forwarded to the arbitrator along with all the moving documents generated by either Party during the grievance processing procedure. If the Parties are unable to agree on issue(s), each Party will serve upon the other and the arbitrator, its version of the issue(s) along with all the moving documents generated by either Party as of the invocation of arbitration. These submissions will be submitted within fourteen (14) calendar days prior to the arbitration. The arbitrator shall determine the issue(s) to be heard in the case of the Parties submitting separate submissions.

Section 6. Time and Location. Arbitration hearings will be held on the Employer's premises during regular day shift hours of the normal basic workweek. In the event the Parties agree to

hold the hearing at facilities not under control of the Employer, the cost of such hearing facilities will be borne equally by the Employer and the Union.

Section 7. Proceedings. The procedures to conduct an arbitration hearing shall be determined by the arbitrator. When an Employee-initiated grievance is being arbitrated, the grieving Employee (or a representative Employee in the case of an Employee-group grievance) shall be in a pay status for the duration of the hearing if otherwise in a duty status. The Union's representative, who does not include a technical representative, if employed by the Command, will be on official time during the arbitration hearing if otherwise in a duty status. Employee witnesses having direct knowledge of the case and necessary for a full and complete hearing will be in a pay status if otherwise in a duty status to the extent necessary to permit their testimony. If there is a dispute as to the relevance of a witness, the arbitrator will determine whether or not they will testify. Witnesses will only be on official time if they are regularly in a duty status during the time of the hearing.

The Union will notify the Employer fourteen (14) calendar days prior to the arbitration hearing as to the witnesses that they intend to call to testify at the hearing. The Employer will arrange to have all Employee witnesses available and confirm with the Union or Employee at least seven (7) calendar days prior to the hearing.

Section 8. Decision. The arbitrator will be requested to render their decision as quickly as possible. An arbitrator shall not change, modify, alter, delete, or add to the provisions of this agreement, but the arbitrator shall have full authority to provide a remedy appropriate to resolve the grievance, including but not limited to an award of back pay, restoration of leave or other benefits, interest, and reasonable attorney fees or other monetary or non-monetary make whole remedy to the extent authorized by controlling law and regulation.

Section 9. Appeal. The arbitrator's decision is binding on the Parties to this agreement; however, either Party may file an exception to the decision with the Federal Labor Relations Authority.

Section 10. Costs of the Arbitration. The compensation and expense of the Arbitrator and Arbitration shall be borne equally by the Parties.

Section 11. Grievability/Arbitrability. Should either the Union or the Employer raise a question of grievability/arbitrability, they must raise such an issue pursuant to Article 22, Sec. 4. A request to use a different arbitrator on the grievability/arbitrability issue shall be submitted at least fourteen (14) calendar days after the request to invoke arbitration. Failure to make a timely request will be considered a waiver of the issue. If such an issue is raised, the Party raising the issue must submit a request to dismiss including an argument in writing at least thirty (30) calendar days prior to the Arbitration. The opposing Party will then have twenty (20) calendar days to file a response to a request for dismissal based on arbitrability. Failure to abide by the timeframes will result in waiver or dismissal. The arbitrator will be requested to render a decision with rationale on the issue of grievability/arbitrability prior to commencing a hearing and considering any other issue raised in the case. If the Arbitrator determines the matter grievable/arbitrable, the hearing will then go forward as scheduled on the remaining issues; if he/she finds the matter not grievable/arbitrable, the grievance shall be withdrawn. Should any Party request that separate arbitrators be utilized for grievability/arbitrability issues and for merit issues, then that Party will bear the cost of having such an arbitrator who will be selected in accordance with Section 2 of this Article.

Section 12. Scope of Proceedings. The Parties agree that the issue(s) to be arbitrated shall be no broader in scope than the issue(s) presented during the last step of the grievance procedure,

except that the Parties would not be precluded from introducing procedural and background material that is necessary and relevant. Documents or other evidence which were not made a part of the last step of the grievance processes will not be allowed to be submitted at hearing unless they were not available at the time of the last step of the grievance process, or there is good cause to allow their admission.

Section 13. Transcripts of Hearing. No arbitrator has the authority to compel the taking of a transcript. If the Parties mutually agree to the need for an official transcript, the cost will be equally shared by the Parties. If only one Party wants an official transcript or recording, the requesting Party will pay for the cost of the transcript or recording and no copy will be made available to the other Party.

ARTICLE 24

SAFETY AND HEALTH

Section 1. The Employer shall conform to and comply with applicable regulations requiring safe, healthy, and sanitary working conditions. All employees will observe and comply with pertinent safety and accident prevention policies, regulations and directives. The Union in turn will encourage all employees to work in a safe manner and to comply with all safety rules and practices. Violations or non-observance of safety rules may be grounds for disciplinary action.

Section 2. No employee shall be required to work where conditions exist which are unsafe or detrimental to health without proper precautions, personal protective equipment and/or safety devices determined to be necessary by the Employer. All special clothing and/or equipment which employees may be required to use in connection with their assigned work will be furnished and replaced upon normal wear and tear at the expense of the Employer. Replacement as a result of negligence or abuse will be at the employee's expense.

Section 3. Employees who are assigned to an occupation or duty potentially hazardous to health will be given periodic medical examinations without cost. 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 4. Upon receipt of an employee initiated complaint, the Employer will expeditiously conduct the investigation into the facts and circumstances which promoted the complaint. The appropriate Union representative may accompany the Base Safety Officer on safety inspections in the facility.

Section 5. Employees will report all on-the-job injuries or occupational illnesses, regardless of their severity immediately upon becoming aware of the injury or illness. The injury or illness should be reported to their immediate supervisor, but if their immediate supervisor is not available, to any manager/supervisor within the activity. In the event of an injury or illness on the job, the Employer will obtain and provide medical treatment and transportation, as appropriate.

Section 6. Should an employee be medically certified by competent medical authority as temporarily incapacitated by an occupational injury or illness for the full performance of the duties of his/her position, the Employer will make a reasonable attempt to assign the employee to a position or duties within his/her temporary medical limitations for which the employee is qualified. It is understood that temporary assignment to a "light duty" position/duties is contingent upon the availability of such position/duties.

Section 7. In the spirit of partnership, the parties agree that the Union, upon request and coordination with JB9/MWR Director, is entitled to attend the Joint Base Pearl Harbor Hickam Occupational Safety and Health (OSH) Council. The council consists of all the JB codes, safety personnel and is chaired by the Joint Base Deputy Commander and reviews, considers new ideas and referral of safety recommendations and suggestions received from records and accident prevention methods and participation in the promotion of the Occupational Safety and Health Program. Meetings are held quarterly for approximately one hour.

ARTICLE 25

SPECIFIC PROVISIONS

Section 1. Service charge and gratuities for tipped employees.

- a. A gratuity or tip is defined as any payment voluntarily given by a customer for service rendered. A service charge is defined as any pre-negotiated or imposed payment by a customer for services rendered.
- b. There shall be no tip offset for tipped employees.
- c. Tipped employees shall receive all gratuities paid, either in cash or added on to credit card bills, for services rendered by the employee, in addition to their basic pay. Gratuities received shall be the exclusive property of the employee responsible for serving the customer unless the employee has voluntarily entered into a tip pool with other employees. No management personnel shall solicit, suggest, impose or compel any compensation from the tipped employee.
- d. Tipped employees working banquets/special functions will receive 10% service charge of the total food and beverage gross sales as stated on the final banquet/special function contract.
 1. Total Service charge shall be distributed to tipped employees working the banquet/special function based on hours worked.
 2. The total amount of the 10% service charge shall be divided by the total number of hours worked of tipped employees working the function to determine the value of the dollar amount per hour. Each employee shall then receive his/her prorated share of hours worked.
 3. If there are extra duties required for a function (e.g., pulling linen, china, props, skirting, flatware, etc., the day prior to the function), the employee(s) performing the duties will earn hours worked.

Section 2. Pay band (NF) Employees.

- a. Pay for new hires shall not be higher than the rate paid to any current employee in the same position classification.

- b. Employees promoted from one pay band to a higher pay band will receive a minimum 5% pay increase above their current rate of pay or the minimum of the higher pay band, whichever is greater.

Section 3. Child and Youth Programs. (CYP)

- a. A reasonable amount of time shall be included in employee's duty hours to plan and set up weekly activities. CY Staff shall be provided time to observe children, conduct activities, and take knowledge and competency assessments toward the completion of certification training modules. Training modules are DoD required training and must be successfully completed within one year of entrance into a caregiver position. Failure to do so may be the basis for termination of employment. Upon successful completion, CY employees will receive a noncompetitive pay adjustment of 6%.
- b. When an allegation of child abuse or neglect is made against a CY employee, the employee will be assigned work away from children or placed on administrative leave with pay pending the outcome of investigation.
- c. CY employees will work split shifts as needed to ensure CYP meets the required mission mandated by DoD.
- d. CY employees may be required to work and may be scheduled in Child Care Centers (CDC) and School Age Programs (SAC) as needed.
- e. CY employees working in SAC may be required to work in other programs in the CDC's when SAC is closed while the children are in school.

Section 4. Night Differential and Sunday Premium. All employees in the bargaining unit, including NF and CC employees, are eligible to receive Night Shift differentials and Sunday premiums, consistent with 5 USC 5343.

Section 5. Employment Restrictions. After the contract becomes effective, employment of relatives is authorized provided an employee is not under the supervision of a relative.

Section 6. Consumption of Alcoholic Beverages. Per CNIC regulations, employees are not permitted to consume alcoholic beverages during working hours and shall not consume alcoholic beverages on or off duty in the facility where the employee works.

Section 7. Tobacco use inside Department of the Navy (DoN) Facilities, in accordance with SECNAVINST 5100.13E Tobacco Policy, all tobacco use is prohibited inside Department of the Navy facilities. All types of tobacco product use (smoking and smokeless) may only be used in the designated tobacco use area. This policy includes e-cigarettes use inside of any facility.

Section 8. If the Employer believes that the use of a planned forced leave becomes necessary, the Employer agrees that the Union shall be given advanced notice and an opportunity to negotiate over the forced leave plan. Any employee can be exempt from forced leave provided his job or skill category is necessary for the mission. Once it is determined that the employee's particular skill or job is no longer necessary for the mission, he shall immediately be subject to voluntary leave or forced leave.

ARTICLE 26

GENERAL PROVISIONS

Section 1. Alternative Dispute Resolution. The Parties agree that Alternative Dispute Resolution (ADR) may be considered as an effective means of resolving and reducing workplace disputes. ADR techniques include, but are not limited to the below. The parties must mutually agree to utilize ADR. The decision by either party to not use the ADR process is not grievable nor can an Unfair Labor Practice (ULP) be filed.

- a. Partnership
- b. Alternative Discipline
- c. Mediation
- d. Conciliation
- e. Interest Based Problem Solving

Section 2. The Employer agrees to furnish the Union, upon request, a listing of bargaining unit employees, by NAFI, at least twice a year with a six (6) month gap being between a request.

Section 3. The Employer will furnish each regular bargaining unit employee with a copy of this Agreement at the time of its printing, at the time of a new regular employee's hire date, or at the time a flexible employee is changed to regular status, as appropriate. Copies shall be made available for review by flexible employees at the worksite. Upon the finalization of the collective bargaining agreement the Employer agrees to provide the Union, with fifty (50) copies of this Agreement.

Section 4. It is understood and agreed by the parties that wherever a specific person is identified in this Agreement to act on a matter, a designee may act in his place.

Section 5. Unless specifically stated in this Agreement or restricted due to applicable law, all provisions in this Agreement shall apply to both regular and flexible employees.

Section 6. Bargaining unit employees will continue to receive any employee discount or benefit currently enjoyed. Any changes in discounts/benefits shall be subject to negotiation with the Union.

Section 7. Seniority shall be determined by an employee's service computation date.

Section 8. Wherever the terms "he," "his," "she," or "her" are used, they are deemed to mean both genders.

Section 9. Reference to assignment of employees is meant to signify that the Employer would select a qualified employee, as defined by management.

Section 10. 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 employees' skills and abilities without regard to consideration of race, creed, color, sex, or national origin.

Section 11. Upon the filing of a claim, travel allowances including mileage allowances and per diem will be paid when authorized in accordance with regulations.

Section 12. Employees required to leave one job site and report for duty at another job site shall do so during duty hours.

Section 13. Employees who must transport funds from one area to another shall do so in accordance with applicable provisions of appropriate regulations.

ARTICLE 27

DRESS APPEARANCE AND UNIFORMS

Section 1. First impressions by customers of the Employer's facilities are extremely important and largely determined by the appearance and professionalism of our Employees. All Employees (uniformed and non-uniformed) shall present a well-groomed professional appearance.

Section 2. Dress Appearance

- a. Employees are expected to comply with reasonable dress and grooming standards.
- b. Civilian dress and appearance shall contribute to a productive and non-disruptive work environment.
- c. Employees who wear standard uniforms including names tags provided by the Employer, may be expected to comply with grooming and appearance standards that are more stringent than those required of other employees.

Section 3. Uniforms. Where the Employer requires employees to wear a specifically distinctive or unusual mode of dress incident to an employee's assigned duties, such prescribed uniforms shall be provided by the Employer in such quantity as to allow the employee to maintain a neat and clean appearance without requiring the cleaning of the uniform on a daily basis. Employees will wear such uniforms as prescribed by the Employer (or a personally owned substitute not prescribed, but authorized by the Employer) and will not alter, change or otherwise tailor the prescribed and issued uniform without the express consent of the Employer. The Employer agrees to make reasonable provisions for turn-in and reissue of uniforms due to normal wear-and-tear. Such reissue based on normal wear-and-tear will be accomplished without cost to the employee. Uniform replacements necessitated by negligence of an employee will be at the employee's expense.

Section 4. Upon termination of employment, employees are responsible for returning any issued uniforms and name tags to the Employer or reimbursing the Employer the reasonable cost thereof.

Section 5. Employer agrees to issue and assume responsibility for the maintenance and cleaning of the prescribed uniforms for mechanics. Cooks will be issued both jackets and t-shirts. In all other situations, employees shall be responsible for the care and cleaning of clothing such that they shall present a clean and professional appearance.

Section 6. As used in this Article, the term “uniform” shall mean a specific and distinctive article of apparel specifically prescribed for wear by employees by the Employer. Employees shall be required to wear a mode of dress consistent with good taste, public decency and sound business practices at the work site. When employees are required to dress according to prescribed colors, such attire shall be considered to be a uniform requirement in accordance with the provisions of Section 2 of this Article, except that the Employer shall not be responsible for the maintenance and cleaning of such uniforms.

Section 7. Violations of these guidelines, after appropriate notification to Employee, may be subject to disciplinary action.

ARTICLE 28

PAYROLL DEDUCTIONS OF UNION DUES

Section 1. The Employer shall deduct dues from the pay of all eligible employees of the bargaining unit who request such dues deduction and who are bona fide members in good standing with the Union. In implementing the dues deduction program, the Employer and the Union shall be governed by provisions of this Agreement and applicable laws.

Section 2. Employees may, at any time, complete and sign the appropriate portions of Standard Form (SF) 1187, Request for Payroll Deductions for Labor Organization Dues, and submit it to the Union for certification and delivery to the Human Resources Office of the Employer. The Employer shall promptly process the SF 1187. The Employer will make every effort to ensure that deduction of dues begins with the first pay period after receipt of the SF 1187. Employees may not request payroll deduction of dues to a labor organization other than the Unions.

Section 3. A bargaining unit employee may request cancellation of his dues withholding by properly completing and submitting a SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues, to the Employer. These forms may be obtained from the Employer. An employee who submits his request for cancellation of dues 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. Thereafter, an employee who completes the initial one year period and desires to cancel his dues participation through the payroll deduction may submit a SF 1188 to the Employer anytime during the six (6) week period immediately preceding September 1. Requests for cancellation must be received by the Employer no later than 12:00 noon on the last business day of August. Such cancellations will take effect on the first pay period beginning on or after September 1 following the submission of the request. The Employer shall promptly notify the Union of all such cancellations received by transmitting a copy of the form to the Union.

Section 4. An employee's voluntary allotment for payment of dues shall also be terminated with the start of the first pay period following the pay period in which any of the following occur:

- a. Loss of exclusive recognition by the Union.
- b. An employee leaves the bargaining unit.
- c. Upon receipt of notice from the Union that the employee is no longer a member in good standing.

Section 5. The Union shall notify the Employer in writing of the dues amounts stated in a biweekly pay period basis, of any changes in the amount of regular dues and the effective date of the amended dues structure. The amended amount will be withheld effective with the payroll for the next pay period during which the notice is received by the Employer, unless a later date is specified by the Union.

Section 6. The total dues deductions shall be transmitted by the Employer to the Union no later than ten (10) working days after the close of each pay period. With each payment of dues, the Employer will provide the Union with a report listing the names of the employees involved, the amount deducted for each employee, and the total amount of dues deducted. In the event an employee's net earnings after other deductions are insufficient to cover the full amount of the allotment for dues, the Employer shall so annotate it on the report. A separate report will be made for each NAFI.

ARTICLE 29

LABOR MANAGEMENT RELATIONS

Section 1. This Agreement has been made in the spirit of problem resolution and reflects mutual cooperation in labor-management relations. It is the intent of the Parties that labor-management conflicts arising during the life of the Agreement be resolved promptly and informally whenever possible. Either Party will bring such problems or disputes to the attention of the other Party expeditiously. If informal resolution is not possible, conflicts will be resolved per this Agreement or any other means available to the Parties.

Section 2. Should either Party believe that the other has committed an Unfair Labor Practice (ULP) as defined in the FLRA, that Party shall serve notice of the alleged violation of the Act upon the other Party. For the Employer, the receiving official shall be the Commanding Officer or their designee; for the Union, the receiving official shall be the Unions Representatives, or their designee. The Party so served shall have ten (10) calendar days from receipt of service to investigate the matter and meet with the other Party in an attempt to informally resolve the allegation. If the matter is not resolved after the expiration of the ten (10) calendar day period, the charging Party may proceed to FLRA. The ten (10) calendar day timeframe may be extended by mutual agreement.

ARTICLE 30

DURATION AND CHANGE OF AGREEMENT

Section 1. The Agreement will become effective on the date of DOD approval or on the 31st day after execution by the parties, whichever is sooner, and remain in full force and effect for a period of thirty-six (36) months subsequent to the effective date and be automatically renewed from year to year thereafter, until modified or terminated by either party as provided for herein, or terminated on any date on which it is determined that the Union is no longer entitled to exclusive recognition.

Section 2. Either party may submit a written request to commence negotiations of a new Agreement. Normally, the request will be submitted no earlier than ninety (90) days prior to the expiration of the contract. If the new Agreement has not been concluded prior to such expiration

date, this Agreement shall continue in effect, unless precluded by law, until a new Agreement is effected.

Section 3. This Agreement is subject to reopening by mutual consent of the Parties concerned.

Section 4. Any amendments to this Agreement agreed to by the parties will be in writing and will become effective upon approval by DOD or 31 days after execution of the amendments, whichever comes first.

APPENDIX:

1. Request for Information Form
2. Reply to a Request for Information Form
3. Request for Official Time Form
4. Grievance Form

The following is a model form created by the FLRA Office of the General Counsel to assist unions in articulating their interests in information requested from agencies under section 7114(b)(4) of the Federal Service Labor Management Relations Statute.

**Union Request for Information Under Section 7114(b)(4) of the Statute:
A Model for Use When Requesting Information**

DATE: Date of the information request. _____

REQUESTER: Name of the requesting union.

UNION CONTACT: Name, position, mailing address and phone number of the union contact submitting the request:

AGENCY CONTACT: Name, position, mailing address and/or phone number of the agency representative to whom the request is being made.

INFORMATION REQUESTED: Description of information requested. (Include whether personal identifiers (such as names, social security numbers or other matters identifying individual employees) are included or may be deleted.)

PARTICULARIZED NEED: Specific statements explaining exactly why the union needs the requested information. (Explain exactly how the union intends to use the requested information and how that use of the information relates to the union's role as the exclusive representative. Include a specific statement for each type of information requested, as well as for the time period(s) encompassed by the request and the need for personal identifiers, if applicable.)

PRIVACY ACT: Do you know if the requested information is contained within a system of records under the Privacy Act? (If so, identify that system of records.)

PUBLIC INTEREST: If you know or think that the requested information is within a system of records under the Privacy Act, describe how disclosure of the requested information, including any personal identifiers and the time period encompassed by the request, would shed light on the agency's performance of its statutory duties or otherwise inform citizens of the activities of the Government.

OTHER MATTERS: Other matters related to the request for information. (Discuss any other matters not listed above which relate to the union's information request and which may assist the agency in responding to the request.)

Please contact me if the agency requires further clarification of our request or wants to meet to discuss the request, or a format or means of furnishing this information to the union, or the issues giving rise to this request.

The following is a model form created by the FLRA Office of the General Counsel to assist agencies in articulating any countervailing anti-disclosure interests or employee privacy interests in information requested by unions under section 7114(b)(4) of the Federal Service Labor Management Relations Statute.

Agency Response to a Union Request For Information Under Section 7114(b)(4) of the Statute: Model Form for Use When Seeking Clarification of a Request or When Communicating Countervailing Anti-disclosure Interests or Employee Privacy Interests

DATE: Date of the information request and date received by the agency.

DATE: Date of the agency's response. _____

REQUESTER: Name of the requesting union. _____

AGENCY CONTACT: Name, position, mailing address and/or phone number of the agency representative responding to the union request.

UNION CONTACT: Name, position, mailing address and/or phone number of the union representative to whom this response is being made.

INFORMATION REQUESTED: Agency's understanding of the information requested. (Include the time periods encompassed by the request and whether personal identifiers are being requested or may be sanitized.)

ANTI-DISCLOSURE INTERESTS: Specific statements explaining any countervailing anti-disclosure interests.

PRIVACY ACT: Is the requested information contained within a system of records under the Privacy Act? If so, identify that system of records:

EMPLOYEE PRIVACY INTERESTS: If within a system of records, would the disclosure of that information implicate privacy interests? If so, specifically describe the nature and significance of those privacy interests.

DISCLOSURE FORMAT: In what format is the agency willing to disclose the requested information? (Include whether the agency would disclose the requested information with personal identifiers deleted.)

PROHIBITED BY LAW: Is the requested information prohibited by law? (If so, identify the specific provisions of that law and specifically explain why disclosure is prohibited by that law.)

NORMALLY MAINTAINED: Is the information normally maintained by the agency in the regular course of business? (If not, specific statements explaining why the requested information is not normally maintained.)

REASONABLY AVAILABLE: Is the information reasonably available? (If not, specific statements explaining why the requested information is not reasonably available.)

STATUTORY EXEMPTION: Does the information constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining? (If it does, specific statements explaining why the requested information falls into that category.)

NEED FURTHER INFORMATION: The union request is not specific enough to permit the agency to make a reasoned judgment as to whether the information must be disclosed under the Statute. To make this determination, the agency requires specific answers to the following questions:

OTHER MATTERS: Other matters related to the request for information. (Discuss any other matters not listed above which relate to the union's information request and which may assist the union in understanding the agency's response.)

The agency is willing to discuss the request, or a format or means of furnishing this information to the union, or the issues giving rise to this request.

IBEW and SEIU/NAGE

Request for Official Time

Official Time must be approved by Supervisor or Designee in advance.

Requestor: Employee/Steward (Circle One)

(Full Name: First, Middle Initial, Last)

Position Title _____ **Workshift** _____

Date Submitted _____ **Date and Time Requested** _____

Estimated Time Required _____ **Destination (Site and Bldg No.)** _____

Official Time is requested for the purpose stated below under the terms of the collective bargaining agreement. Check the appropriate boxes:

- ☐ **Discuss matters of concern with Employee/Steward (Circle One)**
- ☐ **Research/Prepare/Present grievance (Employee/Steward) (Circle One)**
- ☐ **Review/Respond to correspondence/memorandum (For Steward Only)**
- ☐ **To serve as a witness for Hearing/Arbitration/Mediation (For Employee only)**
- ☐ **To serve as a representative for hearing/Arbitration/Mediation (For Steward only)**
- Meet with Management (For Steward only)**
- ☐ **Other (Specify):** _____

For Union Stewards: If meeting with a Bargaining Unit Member, provide the following for coordination of release of employee by the supervisor.

Employee's Name: _____ **Code:** _____

Supervisor's Name: _____ **Supervisor's Phone:** _____

☐ **Approved** ☐ **Rescheduled (Explain):** _____

When arriving at destination, check-in with Employee's Supervisor and have Supervisor sign:

Supervisor's Signature: _____ **Date and Time:** _____

If rescheduled, indicate alternative dates and times available:

Date: _____ **Time:** _____ **Accepted by Employee/Steward** ☐

Date: _____ **Time:** _____ **Accepted by Employee/Steward** ☐

PROVIDE COMPLETED FORM TO YOUR SUPERVISOR



**Commander Navy Region Hawaii and
IBEW-SEIU-NAGE
Standard Grievance Form**



092305

STANDARD GRIEVANCE

PLEASE PRINT OR TYPE

NAME OF GRIEVANT

NAME OF UNION REPRESENTATIVE

REPRESENTATIVE'S PHONE

GRIEVANT'S WORK PHONE

GRIEVANT'S CLASSIFICATION AND WORK LOCATION

ARTICLE(S) AND SECTION(S) NUMBER(S) OF CONTRACT WHICH WERE VIOLATED

STATEMENT OF GRIEVANCE (GIVE TIMES, DATES, WHO, WHAT, WHEN, WHERE, WHY, HOW) BE SPECIFIC.

(CONTINUE ON SEPARATE PAGE IF NECESSARY)

REMEDY REQUESTED

REPRESENTATIVE'S SIGNATURE

DATE

GRIEVANT'S SIGNATURE

DATE

IDENTIFY MANAGEMENT OFFICIAL RECEIVING GRIEVANCE (NAME & RANK)			
DATE DELIVERED	SIGNATURE OF MANAGEMENT OFFICIAL	DATE OF MEETING	DATE OF MANAGEMENT REPLY (SEE ATTACHED)
REQUESTED REMEDY GRANTED? (YES/NO)			GRIEVANCE RESOLVED? (YES/NO)

STEP TWO

DATE DELIVERED	CHIEF'S SIGNATURE		
DATE OF MEETING	DATE OF RESPONSE (SEE RESPONSE ATTACHED)		
REQUESTED REMEDY GRANTED? (YES/NO)		GRIEVANCE RESOLVED? (YES/NO)	


NOTICE OF INTENT TO ARBITRATE

IDENTIFY MANAGEMENT OFFICIAL SERVED WITH NOTICE (NAME &/or RANK)			
DATE DELIVERED		SIGNATURE OF MANAGEMENT OFFICIAL	
Grievance Tracking:			
1st Step.....		from ____/____/____ to ____/____/____	
2nd Step.....		from ____/____/____ to ____/____/____	
Arbitration.....		from ____/____/____ to ____/____/____	
DISPOSITION DATE	FINAL DISPOSITION OF GRIEVANCE		
NOTIFICATION DATE	GRIEVANT NOTIFIED BY	METHOD OF NOTIFICATION	

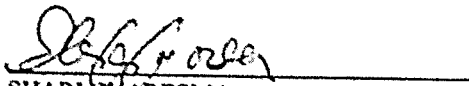
IN WITNESS WHEREOF the Parties hereto, through their authorized representatives, have executed this Agreement on the 3rd day of February 2015

FOR THE UNIONS

The International Brotherhood of Electrical Workers
(IBEW), Local 1186 and the Service Employees
International Union (SEIU) Local 556 / the National
Association of Government Employee (NAGE), Local R12-556



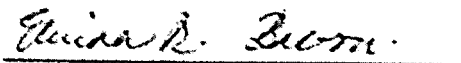
ROYAL CARROLL
Chief Negotiator for the IBEW



SHARI CUARESMA
Chief Negotiator for the SEIU/NAGE




CHARMELAN K. TOLENTINO
Negotiator




ELVIRA BARON
Negotiator

FOR COMMANDER, NAVY REGION HAWAII



JOHN C KINNAMON
N9 Regional Program Director
Fleet and Family Readiness



THOMAS AVEY
Chief Negotiator



TOM JONES
Negotiator



FRANK FARIA
Negotiator



DONNA MATSUSHITA
Negotiator

Approved by the Department of Defense on 3 March 2015 to be effective 3 March 2015