

**AGREEMENT**

**BETWEEN**

**MORALE, WELFARE AND RECREATION  
DEPARTMENT  
MARINE CORPS AIR STATION  
KANEHOE BAY, HAWAII**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 556, AFL-CIO**

**JOINTLY WITH**

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION  
LOCAL 480, AFL-CIO**

**EFFECTIVE 16 NOVEMBER 1992 THROUGH 15 NOVEMBER  
1995**

TABLE OF CONTENTS

ANNUAL LEAVE.....11  
APPENDIX I.....32  
APPENDIX II.....34  
ARBITRATION.....21  
DISCIPLINARY ACTIONS.....22  
DURATION AND CHANGES OF AGREEMENT.....30  
EMPLOYEE RIGHTS.....4  
EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT.....2  
EXCUSED ABSENCE AND OTHER LEAVE.....12  
EXTENDED LEAVES OF ABSENCE.....12  
GENERAL PROVISIONS.....27  
GRIEVANCE PROCEDURE.....17  
HOLIDAYS.....9  
HOURS OF WORK.....7  
JOB RATINGS AND CLASSIFICATIONS.....16  
OVERTIME.....8  
PAYROLL DEDUCTION OF UNION DUES.....25  
PREAMBLE.....1  
PROJECT EXPO-18.....14  
PROMOTIONS.....27  
PROVISIONS OF LAW AND REGULATION.....2  
SAFETY AND HEALTH.....25  
SICK LEAVE.....9  
TEMPORARY WORK ASSIGNMENTS.....29  
TRAINING.....16  
UNIFORMS.....28  
UNION PUBLICITY.....26  
UNION REPRESENTATION.....5  
UNION RIGHTS.....4

PREAMBLE

THIS AGREEMENT is by and between the Morale, Welfare and Recreation Department, MWR 0910, MCAS, Kaneohe Bay, Hawaii, hereinafter referred to as the "Employer" and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 556, AFL-CIO, hereinafter referred to as the "Union". The Employer and the Union herewith agree on the following provisions as a clear statement of their respective rights and obligations.

ARTICLE I

EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

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

Section 2. The unit to which this Agreement applies is defined as follows.

Included: All non-appropriated fund regular full-time, part-time, and regularly scheduled intermittent employees employed by the Morale, Welfare and Recreation Department (MWR 0910), Marine Corps Air Station, Kaneohe Bay, on the island of Oahu, Hawaii.

Excluded: All management officials; supervisors; professional employees; guards; temporary employees; non-scheduled intermittent employees; and employees described in 5 USC 7112 (b) (2), (3), (4), (6), and (7).

ARTICLE II

PROVISIONS OF LAW AND REGULATION

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

Section 2. Rules, regulations and/or directives furnished by higher authority within the administrative chain of command, which impact on either this Agreement or existing personnel policies and review upon request. Such action is subject to security regulations, the Freedom of Information and Privacy Acts, and any other law or regulation that affects such review.

ARTICLE III

EMPLOYER RIGHTS

Section 1. Subject to subsection (c) of this section, nothing shall affect the authority of any management official of the Employer to:

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

b. in accordance with applicable law:

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

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

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

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

(b) any other appropriate source; and

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

c. Nothing in this section shall preclude the Union and Employer from negotiating:

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

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

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

Section 2. The Employer also has the authority to make reasonable and necessary rules and regulations relating to personnel policies and practices and working conditions to carry out the above rights. Further, when the Employer exercises the above authority, prior to making any change to existing personnel policies and practices for which there is an obligation to consult and bargain, the following procedure will be utilized;

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

b. Within ten (10) calendar days of receipt of the proposal, the Union must notify the Employer either via certified mail or hand

delivery of its desire to consult and bargain with the Employer and request a meeting.

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

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

e. Time limits may be extended by mutual agreement.

#### ARTICLE IV

##### UNION RIGHTS

Section 1. The Union is the exclusive representative of the employees in the Unit and is entitled to act for and negotiate collective bargaining agreements covering all employees in the Unit. The Union is responsible for representing the interests of all employees in the Unit.

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

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

b. any examination of an employee in the Unit by a representative of the Employer in connection with an investigation if:

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

(2) the employee requests representation.

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

#### ARTICLE V

##### EMPLOYEE RIGHTS

Section 1. Each employee shall have the right to form, join or assist any labor organization, or to refrain from any such activity,

freely and without fear of penalty or reprisal, and each employee shall be protected by law, such right includes the right:

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

b. to engage in collective bargaining with respect to conditions of employment through union representatives.

Section 2. Employees may become and/or remain a member of the Union. However, nothing in this Agreement shall require an employee to become or to remain a member of the Union, except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

## ARTICLE VI

### UNION REPRESENTATION

Section 1. The Employer agrees to recognize the officers and duly designated representatives of the Union. The Union shall furnish the Employer and maintain on a current basis a complete list of all officers and representatives together with the designation of the work area each is authorized to represent.

Section 2. A reasonable number of shop stewards, chief stewards and other representatives may be authorized by the Union as the representatives of employees within geographic areas or organizational elements. The Union assumes responsibility for designating the minimum number of representatives to provide effective and efficient employee representation. The Union may effective and efficient employee representation. The Union may designate an alternate steward, where necessary, in the event any regular steward is temporarily unable to service his area due to illness, vacation, temporary promotion, detail assignment or TAD.

Section 3. The primary point of contact between the Union and the Employer for the purpose of discussing questions which may arise concerning the general interpretation and application of this Agreement or other matters referred to in Rights and Administration of Agreement, Article II, shall be:

For the Union:       The President of Service Employees  
                          International Union, Local 556,  
                          AFL-CIO, or his authorized representative

For the Employer: The designated labor relations  
                          representative

a. Union representatives who are not employees of the Employer and who desire admission to the activity will make arrangements in advance, through the designated labor relations representative of the Employer in accordance with applicable directives. Such visits shall be governed by current security regulations and the Employer reserves the right to require that any such visitor be escorted by a representative of the Employer during his stay.

b. Management officials and supervisors who desire to consult with Union representatives who are not employees of the Employer will make arrangements through the Human Resources Director.

Section 4. The primary function of a Steward under this Agreement is to receive and process grievances over the interpretation and application of the terms of this Agreement.

Section 5. When an employee wants to see his Steward during working hours, he shall request permission from his immediate supervisor or designee and the supervisor shall, as soon as practicable, make arrangements for and notify the supervisor of the Steward that the employee wishes to meet. The employee will report back to his supervisor upon conclusion of the meeting.

Section 6. When, in the performance of his Steward duties, it is necessary for the Steward to leave his workstation during working hours, he will request permission from his immediate supervisor. The supervisor will make arrangements and notify the Steward. The Steward shall report to the immediate supervisor of the employee involved upon entering the work site and report back to his own immediate supervisor at the conclusion of his business

Section 7. The Employer and the Union shall encourage their respective representatives to seek mutually acceptable solutions of problems at the lowest appropriate level of representation. Discussions will be held between appropriate stewards and supervisors.

Section 8. Reasonable time during working hours (time-allowed) shall be granted Union representatives (Stewards, Chief Stewards, and representatives who are MWR 0910 employees) to carry out their duties and responsibilities as set forth in this Agreement. Representatives shall guard against the excessive use of time allowed in connection with such matters. Time off from work granted to Union representatives shall not be used for discussion of any matter connected with the internal management or operations of the Union or any other employee organization, the collection of dues, assessment of other funds, the solicitation of memberships. The distribution of literature or authorization cards, or the deliberate seeking out of grievances or complaints.

Section 9. Union Stewards will be granted official time to attend Union sponsored training which concerns labor-management relations in any amount the Employer and the Union mutually agree to be reasonable,

necessary and in the public interest. The Union will provide the Employer a training agenda and a list of stewards involved at least five (5) work days prior to the commencement of training.

Section 10. The Employer will provide each new employee with a copy of this Agreement. During new employee indoctrination, a steward or other Union representative will be allowed a brief amount of time to explain the function of the Union in representing employees and will be able to give employees a brochure describing the purposes of the Union. Each bargaining unit employee shall be permitted to wear appropriate Union decals or buttons on their person, so long as such items do not present a safety hazard.

Section 11. The Union shall be allowed to use the "19<sup>th</sup> Puka" for membership meetings with Unit employees who are in a non-duty status. This use will be under the normal rules for use of the facility, except that the normal rental fees shall be waived. The specific arrangements for use, which will not be more than twice a month, will be worked out between representatives of the Employer and the Union. The Union shall maintain such facilities in a clean and orderly condition.

## ARTICLE VII

### HOURS OF WORK

Section 1. The basic workweek for employees in the Unit will not exceed forty hours, exclusive of meal times. Whenever practicable, two consecutive days off will be provided in each administrative workweek. However, the basic workweek may be scheduled over a period of six (6) days. The normal workday will not exceed 10 consecutive hours per day with no more than a one hour non-paid lunch period.

Section 2. The Employer will notify the Union in advance and consult with the Union on any changes in the MWR 0910 policies pertaining to hours of work. Requirements to extend or change hours of work place on the Employer by law or higher authority 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 3. Except when clearly inconsistent with manpower requirements as determined by the Employer, each employee is authorized rest periods as follows:

a. (1) Employees scheduled to be in a pay status for five or less hours on a particular day will be authorized one fifteen minute rest period during that day.

(2) Employees scheduled to be in a pay status for more than five hours but less than seven hours on a particular day will be

authorized one fifteen minute rest period and an unpaid meal period during that day.

(3) Employees scheduled to be in a pay status for seven or more hours on a particular day will be authorized two fifteen minute rest periods and an unpaid meal period during that day.

b. Rest periods shall not be utilized to extend the meal period nor to begin work late or to leave work early.

Section 4. No employee will be required to work more than five (5) consecutive hours without a scheduled non-paid lunch period.

Section 5. Unit employees will receive three (3) calendar days advance notice of any permanent change in hours of work, except where such notice would seriously handicap the Employer in carrying out its function or cause costs to be substantially increased.

## ARTICLE VIII

### OVERTIME

Section 1. 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 for at one and one-half times the employee's appropriate rate of pay.

Section 2. The assignment of overtime work is a function of management. Normally, the employee doing the work will carry it over into the overtime situation. If more employees are needed, the overtime will be assigned to employees who normally share the work during the regular workweek.

Section 3. Employees assigned to planned overtime work will be given as much notice of such assignment as practicable.

Section 4. If an employee is called in to work at a time outside of and unconnected with his scheduled hours of work within the administrative work week to perform unscheduled work, the employee will be paid a minimum of two (2) hours pay at the appropriate rate of each such "call back" even though no work or less than two (2) hours of work is actually performed. If an employee who is called to work under this Section is tardy in arriving at work and there is no longer any need for his services and the employee has no excuse acceptable to the Employer, the employee will not be eligible for "call back" pay.

Section 5. An employee may be relieved by his supervisor from an overtime requirement provided the employee locates another qualified employee volunteering for overtime must have a rate of pay that is equal to or less than that of the employee being relieved of the overtime requirement. Both employees must notify the supervisor of the change of schedule.

ARTICLE IX

HOLIDAYS

Section 1. All regular part-time and full-time employees are eligible for holiday benefits and will be entitled to the following national holidays and any other day declared by Executive Order as a holiday and such holidays will be considered as non-work days:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Section 2. All employees of the Unit entitled to holiday premium pay shall be paid in accordance with applicable laws.

Section 3. An employee may be excused at this request from a requirement to work on a holiday provided another qualified employee acceptable to management is available and willing to work and there is no additional cost involved in such assignment. Both employees will inform the supervisor together in order to assure the supervisor as to who will be present for work.

ARTICLE X

SICK LEAVE

Section 1. Regular part-time and full-time employees shall accrue and accumulate sick leave in accordance with applicable laws and regulations. The Employer and the Union urge employees to conserve sick leave so that it will be available in case of an extended illness.

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

Section 3. Employees shall not be required to submit medical proof for sick leave absences of three (3) days or less unless there is reason to believe the employee is abusing his sick leave privilege.

Section 4. Employees desiring medical, dental or optical examinations or treatment shall make every effort to schedule such appointments after working hours or on non-work days. Where this is impractical, requests for sick leave to cover such examination or

treatment shall be submitted at least one week in advance and shall specify the date and time of the appointment and the name and address of the doctor or other practitioner involved.

Section 5. It is agreed and understood that it is the responsibility of the employee to notify his immediate supervisor or, in the supervisor's absence, the next higher level of supervision by telephone or other means if he is prevented from reporting to work because of reasons identified in Section 2 above. Such notification shall be given as soon as possible prior to the start of the employee's regular shift on the first working day of his absence. In giving such notice, the employee will provide information concerning the basis for, and if known, the expected duration of his absence. The furnishing of such notice by the employee does not in and of itself constitute approval of sick leave. Approval of requested sick leave will be based on the information submitted by the employee to support the leave request upon his return to work. Employees sent home from work because of illness shall be subject to the above reporting requirements on the following workday, if still incapacitated. When any absence due to illness extends from one workweek to another, the employee is responsible for notifying the immediate supervisor on the first day of the second week and of each week thereafter until his return to duty.

Section 6. The Employer will take appropriate action to request emergency treatment for an employee during duty hours for job and non-job related injuries or illnesses, if the employee's condition is such that he cannot arrange treatment for himself. If the employee is compelled to leave his place of assignment and has no transportation or is unable to drive, the Employer shall arrange transportation for the employee to reach his abode or medical facility for treatment. Determination of the appropriate means of transportation rests with the Employer.

Section 7. No employee who has suffered a disabling injury shall be considered for return to duty until medical authorities approved by or acceptable to the Employer have given the employee a fitness-for-duty examination and provided the results of that examination to the Employer.

Section 8. 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 purposes of recuperating, which may be granted, consistent with regulations and workload requirements.

## ARTICLE XI

### ANNUAL LEAVE

Section 1. Regular part-time and full-time employees shall accrue and accumulate annual leave in accordance with applicable laws and regulations.

Section 2. Request for annual leave will normally be granted, if made prior to the day on which the leave is desired. In considering such requests, the Employer will be governed by workload and manpower requirements. Employees desiring annual leave for one week or more duration shall submit their requests as far in advance as possible.

Section 3. Should an occasion arise which prevents an employee from reporting to work, the employee may request leave by telephone or other appropriate means. Such request shall be made as soon as possible to the immediate supervisor or, in his absence, to the next higher level of supervision prior to the employee's regular shift. In making such request, the employee will provide information concerning the basis for the request and the expected duration of his absence. It is understood that call-in requests for leave will normally not be approved in cases where the Employer believes there is sufficient justification for the absence or where the reason for the absence is such that leave could have been requested in advance. Reporting of the absence does not in and of itself constitute approval of leave.

Section 4. The nature of the Employer's mission is such that workload and manpower needs are subject to fluctuation and the Employer will find it necessary at times to curtail the use of leave and at other times to require it. If the use of forced leave becomes necessary due to a temporary lapse in the workload, the Employer agrees that prior notice will be given to the Union. Any employee excepted from forced leave due to his job or skill category shall immediately become subject to all provisions of this Section as soon as the Employer determines that the particular job or skill category is no longer required.

Section 5. The scheduling of employees' excess leave does not constitute "forced leave" within the meaning of Section 4 above. Excess leave is defined as the total amount of annual leave accruing to the employee during the course of the leave year which will be forfeited if not used by the end of the leave year. Employee's requests relative to the scheduling of their excess leave will be given full consideration. However, it is recognized that the Employer may place an employee on annual leave without his consent in accordance with applicable regulations. When it becomes necessary to schedule employees' excess leave, the cognizant supervisor will seek volunteers and place such employees on leave to the extent practicable. Whenever possible, employees required to take excess annual leave involuntarily will be notified not later than the start

of the affected employees' previous regular shift. All employees will be afforded the opportunity to use their excess leave during each leave year.

Section 6. FAMILY LEAVE - It is recognized that occasions may arise due to maternity/paternity, the need to care for children or parents, or other circumstances that necessitate an employee taking leave. Requests for annual leave, sick leave or leave without pay, as appropriate, shall be given every consideration and will be granted in the same manner as other leave requests.

## ARTICLE XII

### EXTENDED LEAVES OF ABSENCE

Section 1: Employees may be granted leaves of absence without pay in accordance with applicable laws and regulations.

Section 2. When the Employer is given adequate advance notice in writing that an employee in the Unit has been elected or appointed to a Union office or as a delegate to any Union activity requiring a leave of absence, such employee shall be granted annual leave and/or leave without pay, consistent with regulations and workload requirements.

Section 3. An employee absent of extended leave will normally be carried on the rolls during this absence in the classification held at the time his leave commenced.

Section 4. Employees who are absent on extended leave without pay for periods up to one year shall be entitled to all rights and privileges accorded by governing regulations.

## ARTICLE XIII

### EXCUSED ABSENCE AND OTHER LEAVE

Section 1. Excused absence is defined as the granting of time off with pay to regular part-time and full-time employees from the performance of regularly assigned duties without charge to annual or sick leave.

Court Leave.

a. Unit employees will be authorized absence from official duties for official jury duty or attending court in the capacity of a witness on behalf of the U.S. Government, the District of Columbia Government, or a nonappropriated fund instrumentality of the Armed Services.

b. Court leave for the purpose specified in (a) above will be granted eligible Unit employees in accordance with regulations. When an employee is called for jury duty or jury qualification, he will be granted court leave consistent with regulations. When an employee is called for such duties, he shall promptly notify his supervisor and shall submit a copy of his summons for jury service. Upon completion of his service, the employee shall present to his supervisor satisfactory evidence of the time served on such duties.

## Section 2.

### Administrative Leave and Excused Absence.

a. Employees volunteering to donate blood shall be excused up to four (4) hours for this purpose upon presentation of a donor receipt.

b. Excused leave will be granted to employees to vote in federal, state and local municipal elections as follows:

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

(2) Voter Receipts must be allowed time as determined necessary by the Employer to register for voting, except that no such time off shall be allowed or granted if registration can be accomplished on a non-work day or outside work hours.

c. Brief periods of absence and tardiness of up to one hour may be excused at the discretion of the immediate supervisor.

## Section 3.

### Military Leave.

a. Military leave for employees who are member of the National Guard or Reserves shall be granted in accordance with applicable regulations.

## Section 4.

### Shutdown of an Activity.

a. When conditions warrant, the Employer has the authority to shut down all or part of an Activity. The shutdown may be due to military necessity, weather conditions, an Act of God, or other events beyond the control of management.

b. During periods of shutdown, eligible Unit employees may be authorized excused leave without charge to leave or loss of basic pay unless advance notice is given.

c. The authority to excuse employees administratively is not to be used when the period of interrupted or suspended operations can be anticipated sufficiently in advance to permit arranging for assignment to other work or the scheduling of annual leave. When 24 hours advance notice is given, an employee who cannot be assigned to other work may be placed on annual leave with or without his consent or leave without pay in the event he does not have sufficient annual leave to his credit. Efforts will be made to keep to a minimum the occasions on which an employee is required to take leave without 24-hour notice.

Section 5. Employees who are veterans' organization or the Armed Forces shall be excused for up to four (4) hours within a day to participate as an active pallbearer, member of a firing squad, or honor guard in the funeral of a member of the Armed Forces.

#### ARTICLE XIV

#### PROJECT EXPO-18

Section 1. It is agreed and understood that the provisions of this Article apply to all Unit members, except employees covered under the Federal Wage System. I.e., incumbents of NA and NL positions.

#### PAYBANDING

Section 2. Paybanding (as described in the "Implementation Manual for Project Expo-18" and the "Training Manual for Project Expo-18," both dated 1 March 1991 will be made effective for bargaining unit employee to the extent permitted by law, subject to any modifications stated within this Agreement.

Section 3. Employees shall be converted to the appropriate pay banding schedule at their present regular rate of basic pay effective with the first full pay period after the approval of this Agreement.

Section 4. New Hire Rate. New hires shall be paid no more than 85% of the maximum rate of their respective payband for the first 120 days of employment. Increases thereafter shall be performance based.

#### BUSINESS BASED ACTIONS

Section 5. Business based actions, as described in the two documents referenced in Section 2 above and as implemented for non-unit employees by Employer MWR Order 12700.3 of 6 March 1992, will be

made effective for bargaining unit employees to the extent permitted by law, subject to any modifications stated within this Agreement.

Section 6. The Employer will notify the Union when it is determined that it is necessary to effect a business based action. Prior to the issuance of official notice to employees affected by the business based action, the Employer will notify the Union by providing all pertinent information (i.e., number of employees affected, approximate date the personnel actions will be initially effected, and the basis for the business based action) in writing. The Union agrees to keep such information confidential until official notice has been issued to the employees affected.

Section 7. The parties agree that to the extent possible regular nonprobationary employees will not be affected by a business based action until after the Employer has exhausted all other means of meeting operational needs (i.e., the release of all other categories of employees and other cost saving measures, as appropriate).

Section 8. The competitive areas and order of selection of employees to be affected for business actions affecting more than one regular nonprobationary employee in a category will be as follows:

a. The competitive areas shall be the six organizational divisions (i.e., Club Operation, Recreation Operations, Food and Hospitality Operations, Retail Operations, Service Operations and Support Services Division) and employees will be arranged in accordance with appropriate regulations and law.

b. Employees with the greatest length of service (after performance adjustments) within a given competitive level will be affected last.

Section 9. The Employer agrees to give affected employees a minimum of fourteen (14) days advance notice of all business based actions except when there are emergency conditions as defined by regulation, in which case at least twenty-four (24) hours advance notice must be given.

#### MISCELLANEOUS

Section 10. The Employer will furnish the Union with a quarterly review of hours worked by all flexible employees covered by this Agreement. Such report will include employee names, cost center/division code and all hours worked per pay period and shall be provided no later than four (4) weeks after the close of the calendar quarter. To the extent possible, the Employer agrees to maintain the percentage of flexible employees of the total employee population at the level reflected at the time of approval of this Agreement.

## Article XV

### TRAINING

Section 1. Training is a necessary and inseparable function of management for the maintenance of a skilled and efficient workforce and, when management deems necessary, shall be accomplished during duty hours. Job related correspondence courses known by the Employer to be available to the Employer will be publicized and the Employer will 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 to give serious consideration to the expressed views and recommendations of the Union in the training policy affecting the employees covered by this Agreement.

Section 4. Employees desiring counseling on advancement opportunities may request such orally or in writing through the Human Resources Office.

Section 5. It is the policy of the Employer to limit the use of lower graded employees in providing full scope training to higher graded employees whenever practicable. (The Employer will not change this policy until it has bargained with the Union to the extent required by law.) 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 XVI

### JOB RATINGS AND CLASSIFICATIONS

Section 1. Any employee in the Unit who believes that the grade, title or series of his permanently assigned position is improper may discuss the matter with his supervisor who will arrange for a review by the Human Resources Office, if requested. The review will include discussions with the employee and the supervisor to determine the employee's actual, regular work assignments in relation to the applicable job grading or classification standards. The employee and the supervisor will be verbally advised of the results of the review. If the employee is dissatisfied, he will be advised of the procedure and time limits for filing a formal Job Grading Appeal.

Section 2. The Employer agrees to advise the Union when the application of new standards and changes to published standards will adversely affect employees of the Unit. In these circumstances, the Union will have the opportunity to review the job grading standards.

ARTICLE XVII

GRIEVANCE PROCEDURE

Section 1. This article provides the exclusive procedure for resolving grievances. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization.

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

a. By any employee concerning any matter relating to the employment of the employee; or

b. By the Union concerning any matter relating to the employment of any employee; or

c. By any employee, the Union, or the Employer concerning:

(1) the effect, or interpretation, or a claim of breach, of this Agreement; or

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

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

a. Any claimed violation relating to prohibited political activities;

b. Retirement, life insurance, or health insurance or other benefits;

c. A suspension or removal under Sec 7532 or 5 U.S. Code (National Security);

d. Any examination, certification, or appointment;

e. The classification of any position which does not result in the reduction of pay or grade of an employee;

f. Any dissatisfaction which involves a position at MWR 0910 which is outside the Unit;

g. Non-adoption of a suggestion; disapproval of a quality step increase, pay adjustment, performance award, or other kinds of honorary or discretionary awards;

h. Letter of caution;

i. Non-selection for promotion if the sole basis is qualifications;

j. Any action terminating a temporary promotion for reasons other than for cause;

k. Any action terminating a temporary, flexible or probationary employee.

Section 4. An employee or group of employees may utilize this procedure without Union representation. Any such election is irrevocable and the employee or group is not entitled to a ruling by an arbitrator. The Employer may adjust any such grievance and a Union representative may be present at the adjustment. The final level of appeal for such grievances is the Director.

Section 5. Individual employees or groups of employees using this procedure and electing Union representation will be represented by an individual designated by the Union. Nothing in this Agreement shall be interpreted as requiring the Union to represent any employee in processing a grievance or to continue to represent any employee if the Union considers the grievance to be invalid, without merit or not covered by the terms of this Agreement.

Section 6. Should two or more employees have identical grievances (that is, the dissatisfaction expressed and the relief requested are the same in each case), the grievants or the Union will select one employee's grievance to represent the grievances of all. The employee selected will then process the grievance in accordance with the procedure in Section 10 of this Article, with the names of the other grievants incorporated as part of the record. The decision rendered on the representative grievance will be applicable to all.

Section 7. In the event either Party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. The Employer agrees to raise any question of grievability or arbitrability of a grievance prior to the time limit for the written answer in Step 2 of this procedure. All disputes concerning grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 8. The Employer and the Union agree that every effort will be made to settle grievances at the lowest possible level. Reasonable time during working hours, as determined by the Employer, will be allowed for employees to prepare for and present grievances, including attendance at meetings with Employer officials.

Section 9. This Section applies to an employee or group of employees who allege discrimination because of race, color, religion, sex, national origin, age, and physical or mental handicap. Any employee or group has the right to file a complaint under the

Department of Navy Complaint System (as applicable) or as a grievance under the Provisions of this Article, but not both. If an employee or group chooses to file a discrimination complaint under this section, the following procedures apply:

a. Within forty-five (45) days from the alleged discriminatory incident or effective date of the personnel action, the aggrieved will contact an Equal Employment Opportunity (EEO) counselor to arrange an interview.

b. Within thirty (30) days from the initial contact in Section 9.a., the counselor will attempt informal resolution and conduct a final interview.

c. If the aggrieved is not satisfied with the results of the counseling and desires to pursue the allegations, a formal written complaint may be filed with Director of the MWR within fifteen (15) days from the final interview with the counselor.

d. The written complaint must specifically describe the incident(s) on which it is based including dates, times, and places; the managers and supervisors involved; and fall within the criteria of this Section. The complaint must also state the redress sought which must be personal to the aggrieved. If there conditions are not met or the redress sought is not within the authority of the Director or his designee may reject the complaint.

e. Notification of complaint rejections will be forwarded in writing to the aggrieved with a copy to the Union president within fifteen (15) days from receipt of the written complaint, the notification will indicate which remaining issues, if any, will be processed under this Section. If the Union president disagrees with a rejection, Arbitration may be requested under Article XVIII.

f. If a complaint is accepted in its entirety, an acceptance notice to the aggrieved, the Employer will conduct an adjustment conference with the aggrieved. At least five (5) days prior to the conference, the Union president will be notified and afforded the opportunity to have a Union representative present.

g. Within sixty (60) days from the forwarding of the acceptance notice to the aggrieved, the Employer will conduct an adjustment conference with the aggrieved. At least five (5) days prior to the conference, the Union president will be notified and afforded the opportunity to have a Union representative present.

h. Within ten (10) days after the adjustment conference, the Employer will notify the aggrieved and the Union president of the final disposition of the complaint in writing. If the Union is dissatisfied with the final disposition, arbitration may be requested under Article XVIII.

Section 10. The following procedure shall apply in processing grievances covered by this Article, except for those identified to Section 9 above. It is expected that in most cases the employee will have discussed the subject of any grievance with the immediate supervisor prior to filing the grievance.

Step 1. The employee shall first submit the grievance in writing, using Appendix I, to the Operating Division Director within ten (10) calendar days following the condition or circumstances which caused the employee to be aggrieved. The grievance must state, as specifically as possible, the Article and Section of this Agreement which is allegedly violated and the corrective action desired. The appropriate level of Union representation at Step 1 shall be the designated Steward. If no Steward is available, the Chief Steward will handle the grievance. The Operating Division Director shall issue a written decision to the employee not later than ten (10) calendar days after the receipt of the grievance.

Step 2. In the event that the grievant is dissatisfied with the written decision at Step 1 and the grievant elects to pursue the grievance, the grievance will be submitted to the Director within ten (10) calendar days of the receipt of the Step 1 decision. At the request of either party, the Director, Human Resources Director and any other management representatives deemed appropriate by the Employer shall meet with the Union representative, Chief Steward, and the employee in an attempt to resolve the grievance within seven (7) calendar days from receipt of the grievance by the Director. Within ten (10) calendar days after the meeting or within ten (10) calendar days after the receipt of the grievance if no meeting is held, the Director shall advise the grievant and his Union representative in writing of his decision. In cases where the employee represents himself, the decision of the Director shall be the final decision.

Section 11. In order for the grievance to be considered timely it must be filed at each step within the stated time limits. Failure of the employee or the Union to observe these time limits shall constitute withdrawal of the grievance. Failure of management officials at Step 1 to observe and satisfy the time limits for rendering a decision shall automatically move the grievance to the next step. All time limits in this procedure may be extended by mutual agreement.

Section 12. Nothing in this Agreement is intended to hinder or preclude the continual efforts of employees, the Employer, or the Union to resolve disputes, questions, or complaints in the most informal, expeditious manner possible.

Section 13. Grievance which require interpretation of Department of Navy policies or regulation, provision of law, or regulations of appropriate authorities outside the Department of Navy shall be handled as follows, if the parties are unable to resolve the question informally.

a. Processing of the grievance beyond Step 1 will be deferred until the questioned policy, law, and/or regulation had been interpreted. The grieving party will prepare its position paper concerning the interpretation sought and serve it on the other party.

b. The Employer will forward the position papers of both parties to the issuing authority for an interpretative determination.

c. Upon receipt of the interpretation, the employee, Union, or Employer may resume processing the grievance, including any alleged misapplication of the policy, law, or regulation.

Section 14. Grievances between the Union and the Employer shall be processed under the following procedure, which shall be the sole procedure for the settlement of such matters:

a. Grievances of the Union shall be submitted in writing to the Director.

b. Grievances of the Employer shall be submitted in writing to the Union president.

c. The Union president and/or his designated representative and the Director and/or his designated representative will meet to discuss a grievance submitted by either Party within ten (10) calendar days after receipt of the grievance. If the grievance is resolved at this meeting, the Parties will execute a memorandum of agreement setting forth the resolution. If the grievance is not resolved at the meeting, the Party to whom the grievance was submitted shall forward its decision to the grieving Party within ten (10) calendar days of the meeting.

d. For unresolved grievances, the grieving Party may proceed to Arbitration in accordance with Article XVIII.

## ARTICLE XVIII

### ARBITRATION

Section 1. Written notice from the Union or the Employer of the desire to invoke arbitration must be submitted within fifteen (15) calendar days of receipt of the decision being submitted for consideration. The representatives of the parties shall meet within ten (10) calendar days in an effort to mutually agree on an arbitrator to whom the issue shall be submitted for consideration. Should the parties fail to mutually agree on an arbitrator within five (5) calendar days, the parties will jointly request a list of arbitrators from the Federal Mediation and Conciliation Service. If mutual agreement cannot be reached on one of the names on the list, then the Union and the Employer will each strike one name in rotation until only one name remains. The person whose name remains on the list shall be the duly selected Arbitrator. All decisions of the Arbitrator shall be final and binding, unless challenged in the

appropriate legal forum within the prescribed time limits of that forum.

Section 2. Following selection and receipt of acceptance from the Arbitrator, the parties will prepare a joint letter submitting the matter in dispute. This letter shall present, in question form, the matter on which arbitration is sought. It shall also outline the fees and expenses which will be paid and the authority of the Arbitrator. It may contain mutually agreed upon stipulations of fact and it may be accompanied by any other documents the parties mutually agree should be submitted to the Arbitrator in advance of the hearing.

Section 3. All fees and expenses of the Arbitrator shall be borne equally by the Union and the Employer. Each party shall bear the expenses of the presentation of its own case. Travel and per diem rates for the Arbitrator shall not exceed the maximum rates payable to employees of MWR 0910. The cost of a reporter, if required by the Arbitrator, shall be shared equally by the parties.

Section 4. All decisions of the Arbitrator shall be limited expressly to the terms and provisions of this Agreement and in no way may the terms and provisions of this Agreement be changed, deleted, altered, amended, or modified by the Arbitrator. The Arbitrator shall be bound by agency or higher authority interpretation of their own regulations when they are submitted to the Arbitrator as a part of the issue under consideration.

Section 5. All decisions of the Arbitrator shall be in writing and a copy thereof shall be submitted to each of the parties hereto.

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

Section 7. All time limits provided for in this Article may be extended by mutual agreement of the parties.

## ARTICLE XIX

### DISCIPLINARY ACTIONS

Section 1. Corrective action relating to improper employee conduct or failure to perform work as required will be initiated and taken only for justifiable reasons. Prior to the initiation of formal disciplinary action, an investigation will be initiated by the Employer. It is the policy of the Employer to normally hold a discussion within fourteen (14) calendar days of the situation which gave rise to the consideration of disciplinary action to inform the employee of the information obtained during the investigation and to permit him to present his side of the matter. (The Employer will not change this policy until it has bargained with the Union to the extent required by law.) The supervisors or management officials present at

this discussion will be limited to the employee's immediate supervisor, the management official or supervisor conducting the investigation and other management officials having definite and direct responsibilities in the matter.

Section 2. For purposes of this Article, oral admonishments and letters of caution shall not be considered formal disciplinary action and, therefore, no record of oral admonishment is kept by the supervisor, the employee shall have the right to comment in writing on the oral admonishment and attach it to the written record if he so chooses. Further, the employee shall be provided copies of all written records that pertain to him.

### Section 3. Written Reprimands

a. Written reprimands will contain the following information:

- (1) The date of issuance.
- (2) The specific infraction of regulation or the improper conduct.
- (3) Where possible, the date, time and place of the occurrence.
- (4) To whom he may reply and that he has seven (7) calendar days to do so, advise him of the probable consequences of a repetition of an offense and assure him of reasonable assistance in improving his conduct.
- (5) Advise him of his right to seek Union assistance.

b. The Employer will consider the employee's reply, if any, and issue a decision within seven (7) calendar days from the receipt of the reply. Such decision is final.

Section 4. Suspensions and Removals. Prior to proposing a suspension or removal, management officials will attempt to ascertain all pertinent facts concerning the case. It is the policy of the Employer to hold a preliminary discussion with the employee(s) involved, normally within thirty (30) calendar days of the incident or knowledge of the incident which gave rise to the consideration of disciplinary action, unless circumstances render it impracticable. (The Employer will not change this policy until it has bargained with the Union to the extent required by law.)

Section 5. Notices of Proposed Suspensions and Removals. Normally, within seven (7) calendar days after a preliminary discussion, the employee shall be advised in writing regarding management's proposed action prior to management imposing formal disciplinary action. All notices of proposed suspensions and removals that pertain to regular full-time and regular part-time non-probationary employees shall include the following information.

- a. State the date of the notice.
- b. State the specific disciplinary action proposed.
- c. State specifically and in detail the reasons supporting the proposed disciplinary action, including names, times and places.
- d. Include a detailed statement of any part of the employee's past record which is considered as contributing to the severity of the proposed action.
- e. State the reasons for not retaining the employee in an active duty status, if such is the case, and whether the employee shall be paid for any part of the notice period.
- f. Inform the employee he has the right to review the material relied upon as a basis for taking the proposed action and where he may review it.
- g. Inform the employee he has a right to reply orally and/or in writing and to submit affidavits in support of his answer. (If the reply is made orally and a written record is made of the oral reply, the employee shall have an opportunity to review the record, make any additions or corrections he desires, and affix his signature to the record to document its accuracy. He shall receive a copy of this written record of his oral reply.)
- h. Identify the person or office to receive the written reply and the person to whom he can make an oral reply.
- i. Specify the time limit for submission of the employee's reply to the matter.
  - (1) Suspension for less than thirty (30) days: seven (7) calendar days.
  - (2) Suspension for thirty (30) days or more and removals: fifteen (15) calendar days.
- j. State that he will be provided a reasonable amount of official time without loss to leave or pay for the preparation of his reply if the employee is kept in a paid status.
- k. Inform him that his reply, if any, shall be considered before a final decision is made.
- l. Inform him that he has the right to Union representation.
- m. Inform him that he has the right to grieve the action under the provisions of the negotiated grievance procedure.

Section 6. Notice of Decision. Normally, within ten (10) calendar days after the employee's reply, if any, to the notice of

proposed suspension or removal, the employee shall receive a written notice of decision. The Notice shall include the following information:

- a. The date of the Notice of Decision.
- b. The date the Notice of Proposed Disciplinary action was issued.
- c. Reference the proposed letter of disciplinary action. State that the employee's reply, if any, was considered.
- d. State the decision.
- e. The name and address of the person or office to which any appeal should be addressed.
- f. Specify the effective date of the action.

Section 7. All appeals of Adverse Disciplinary Action shall be processed in accordance with this Agreement.

Section 8. All time limits may be extended by mutual agreement of the Employer and the Union.

Section 9. Non-disciplinary Adverse Actions are excluded from the provisions of this Article.

Section 10. The employee and/or his representative shall have the right to review and obtain copies of all evidence concerning a disciplinary action as defined under this Article.

## ARTICLE XX

### PAYROLL DEDUCTION OF UNION DUES

Section 1. Provisions governing the voluntary payroll deductions of employee organization dues on behalf of employees who are members of the Union are contained in a separate Memorandum of Agreement executed between the Employer and the Union. A copy of the Memorandum of Agreement on payroll deduction of dues is attached hereto as Appendix II.

## ARTICLE XXI

### SAFETY AND HEALTH

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

Section 2. The six stewards (one from each division) or their alternates may serve as the Union's representatives at meetings held by the Safety Committee.

Section 3. No employees shall be required to work where conditions exist which are unsafe or detrimental to health without proper precautions, special protective equipment and/or safety devices determined to be necessary by the Employer or his designated representative. All special clothing and/or equipment which employees are required to use in connection with their assigned work will be furnished by the Employer.

Section 4. Employees who are assigned to an occupation or duty potentially hazardous to health will be given periodic medical examinations without cost. The occupations or duties designated as potential hazards and the frequency and types of examinations required are listed in current Department of the Navy instructions.

Section 5. The Employer will provide necessary assistance in filing a claim in connection with a job related injury.

#### ARTICLE XXII

##### EMPLOYEE HEALTH AND WELFARE

Section 1. In the event an employee becomes incapacitated on the job and is temporarily prevented from performing his full range of duties, consideration will be made to assigning such employee to limited duty tasks within existing positions in his own shop, office, or department where his services can be utilized.

#### ARTICLE XXIII

##### UNION PUBLICITY

Section 1. The Union will be permitted the use of a space 18" X 24" for the purpose of posting appropriate notices, bulletins, and other literature. It is understood that posting of literature by employees shall be done during non-work time. Posting done by Union representatives not employed by MWR 0910 may be accomplished at any time provided the work of the employees is not interrupted. A copy of all literature to be distributed will be provided to the Human Resources Director prior to the day of distribution. The Union assumes the responsibility for distributing material and ensuring that obsolete material is removed.

Section 2. The Union may utilize MWR 0910 employee publications on a space available basis for publicizing information which has been submitted in advance to the Employer.

## ARTICLE XXIV

### GENERAL PROVISIONS

Section 1. 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' skill and abilities without regard to consideration of race, creed, color, sex, or national origin.

Section 2. Upon the filing of a claim, travel allowances including mileage allowances and per diem will be paid when authorized in accordance with regulations.

Section 3. Employees required during the work day to leave one job site and report for duty at another job site shall do so during duty hours.

Section 4. The Employer shall notify the Union when it is proposed to contract out Unit work currently being performed by the MWR 0910. Such notification will be prior to submission of the recommendation of award. Further, the Employer will promptly notify the Union of the approval or disapproval of the recommendation and provide the Union with the anticipated effective date. Successful bidders will be requested to offer affected employees the right of first refusal.

## ARTICLE XXV

### PROMOTIONS

Section 1. It is the policy of the Employer to utilize the skills and potential of all employees as fully as possible and to give employees the opportunity for progressive development.

Section 2. The Employer will announce all vacancies in the Unit to be filled by promotion by posting notices on bulletin boards for a period of not less than seven (7) consecutive calendar days. Interested applicants must file an application with the Human Resources Office prior to the closing date. A copy of each notice will be sent to the Union on the date posted.

Section 3. The Employer will notify the applicant(s) selected to fill the announced vacancy in writing following the selection. The Employer agrees to review the selection procedures utilized with a

Unit applicant not selected, upon his request, and to counsel such applicant as to ways to improve his chances for selection in the future.

## ARTICLE XXVI

### UNIFORMS

Section 1. Where the Employer requires that employees 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 provision for turn-in and reissue of uniforms due to normal fair wear-and-tear. Such reissue based on 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 2. The Employer reserves the right to establish reasonable dress requirements for employees not required to wear a uniform.

Section 3. Upon termination of employment, employees are responsible for returning any issued uniforms to the Employer or reimbursing the Employer the reasonable cost thereof.

Section 4. The Employer agrees to issue and assume responsibility for the maintenance and cleaning of prescribed uniforms of employees whose duties subject them to conditions of unusual soilage (e.g., cook's and mechanic's uniforms). In addition, the Employer will assume responsibility for maintenance and cleaning of authorized, but not prescribed, personally owned substitute uniforms. In all other situations, employees shall be responsible for the care and cleaning of clothing such that they shall present a clean and neat appearance.

Section 5. 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. General requirements as to type, e.g., "aloha" attire or coat and tie, shall not be deemed to constitute a uniform requirement. Employees shall be required to wear a mode of dress consistent with good taste, public decency and sound business practices at the work site. This requirement shall not be deemed to constitute a uniform requirement.

ARTICLE XXVII

TEMPORARY WORK ASSIGNMENTS

Section 1. This Article applies to NA and NL positions only.

Section 2. Due to the nature of the operations of the Employer, employees will be required periodically to work in positions in higher or lower pay levels or in other positions in the same pay level.

Section 3. An employee may be temporarily assigned to higher level duties and continue to receive the pay of his basic position for a period of not less than five (5) consecutive work days and not more than ten (10) work days for training and/or evaluation purposes. Such training will be recorded in the employee's official personnel jacket.

Section 4. When an employee is assigned to perform the duties of a higher level position for a period of five (5) consecutive working days or more, he will be temporarily promoted to that position and receive the pay of the higher level position, commencing with the first day of such temporary promotion. At the conclusion, he shall return to his former position and rate of pay

a. It is the policy of the Employer to not rotate such assignments to avoid the payment of the temporary position. (The Employer will not change this policy until it has bargained with the Union to the extent required by law.)

b. When an employee is temporarily assigned to perform the duties of a higher position for less than five (5) days, but has accumulated thirty days (30) within the preceding twelve (12) month period in a higher position, he shall receive the pay of the higher level position for any working day in excess of the accumulated thirty (30) days.

c. To record time served in a higher level position that is not otherwise recorded, the Employer will devise a form and provide it to employees who shall be responsible for recording such time and having their supervisor initial each recordation. It shall be the employee's responsibility to maintain custody of this form.

d. For this Section, scheduled days off and weekends will not constitute a break in the five (5) consecutive day period. Furthermore, unforeseen situations will be handled on a case-by-case basis between the Union and the Employer. Days worked under temporary promotion as defined above will not be given cumulative credit.

Section 5. When an employee is assigned to work temporarily in a lower position, he shall continue to receive the pay of his basic position.

## ARTICLE XXVIII

### DURATION AND CHANGES OF AGREEMENT

Section 1. This Agreement shall become effective only after ratification by members of the Union who are employees within the Unit, signing representatives of both parties, and approval by the Department of the Navy, with the date to be that on which it is approved by the Department of the Navy. It shall remain in full force and effect for a period of three (3) years from the execution date, except that it shall terminate automatically on any date on which it is determined that the Union is no longer entitled to exclusive recognition under Title 5, U. S. Code. On the request of either party, representatives of the Employer shall meet to commence negotiations of a new Agreement on a mutually agreeable date between the one hundred and fifth (105) and the sixtieth (60) days, inclusive, prior to the expiration date of this Agreement. If a new Agreement has not been concluded prior to such expiration date, this Agreement may be continued for a specific period of time to be agreed upon. Such continuance would be with the mutual consent of both parties and subject to approval by the Department of the Navy.

Section 2. Amendments to this Agreement may be negotiated by the mutual consent of both parties any time after it has been in effect for a period of six (6) months. A request for any proposed amendments and the reasons therefore shall be submitted in writing. The parties shall meet within fourteen (14) calendar days after receipt of such request to discuss the request. If the parties agree to reopen the Agreement, they shall proceed to negotiate on the proposed amendments.

Section 3. SPECIAL REOPENER PROVISION. Paybanding shall be subject to an evaluation, which will be based upon criteria established by a joint committee comprised of Employer and Union officials. The primary purpose of this evaluation is to determine the viability of paybanding. Either party has the right to reopen this Agreement for renegotiation of all economic items, including paybanding, at any time after eighteen months from its effective date if the evaluation shows the need to do so.

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

Section 5. This document contains the entire agreement of the parties and neither party has made any representation to the other which are not contained herein.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the 22<sup>nd</sup> day of October 1992.

FOR THE UNION:

FOR THE EMPLOYER:

/s/

/s/

---

GEORGIALYNN DAINARD  
PRESIDENT, SEIU, LOCAL 556

---

WALTER H. SKIERKOWSKI  
DIRECTOR, MWR 0910

APPENDIX I

MWR 0910

GRIEVANCE FORM PART 1

Print or Type:

Name of Grievant: \_\_\_\_\_ Position \_\_\_\_\_

Department: \_\_\_\_\_ Name of Supervisor \_\_\_\_\_

Steward: \_\_\_\_\_

\*\*\*\*\*

GRIEVANT TO CHECK ONE:

\_\_\_\_\_ I do not want Union Representation concerning this grievance.

I understand that if I decline union representation I must represent myself. I cannot change my mind during the processing of this grievance, not do I have the option of going to arbitration after Step 2 of the grievance procedure.

\_\_\_\_\_ I want Union representation concerning this grievance.

Grievant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Steward's Signature \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\*

State what portion of this agreement was violated: \_\_\_\_\_

Describe what happened. (Be SPECIFIC and state when, where, the names if any witnesses and other important details.)

(Use other sheets as necessary.)

Corrective Action Requested: \_\_\_\_\_

\*\*\*\*\*

GRIEVANCE FORM PART TWO

Date submitted to Operating Division Director: \_\_\_\_\_

Date Step 1 written decision received by employee: \_\_\_\_\_  
(attach written decision)

\*\*\*\*\*

If grievant is dissatisfied with Step 1 decision and elects to go to  
Step 2:

Date submitted to Director: \_\_\_\_\_

Date Step 2 written decision received by employee: \_\_\_\_\_  
(attach written decision)

\*\*\*\*\*

APPENDIX II

MEMORANDUM OF AGREEMENT BETWEEN THE MORALE, WELFARE AND RECREATION DEPARTMENT (MWR 0910), MARINE CORPS AIR STATION, KANEOHE BAY, HAWAII (HEREINAFTER REFERRED TO AS THE "EMPLOYER") AND THE UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 480, JOINTLY WITH SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 556 (HEREINAFTER REFERRED TO AS THE "UNION")

PAYROLL DEDUCTION OF DUES

The parties hereto agree as follows:

Section 1. The Employer agrees that payroll deductions for the payment of union dues shall be made from the pay of employees who voluntarily request such dues deduction and who are bond fide members in good standing with UFCWU, Local 480 or SEIU, Local 556 and who are covered by this Agreement. Dues are defined as the regular periodic payments required from a member to maintain the member in good standing with the Union. In implementing the dues deduction program the Employer and the Union shall be governed by provisions of this Agreement and applicable laws.

Section 2. Any employee of the Unit desiring to have his union dues deducted from his pay may, at any time, complete and sign the appropriate portions of Standard Form No. 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues." Section A of this form shall be completed and certified by the President of the Union or her designee, who shall mail or deliver it to the Employer's Human Resource Office. The form must be received in the payroll office no later than 12:00 noon on the last Monday preceding the pay period during which the initial deduction is to be made. An employee may not request the deduction from his earnings of dues to more than one employee organization.

Section 3. A deduction will be made each biweekly pay period from the pay of employees in the Unit who have requested such allotment for dues. The amount to be deducted will be computed by multiplying the employee's regular monthly dues by twelve and dividing the results by twenty-six and rounding to the next higher penny. It is understood that no deduction for dues will be made by the Employer in any period for which the employee's net earnings after other deductions are insufficient to cover the full amount of the allotment for dues. The Employer agrees to notify the Union by letter if, for any reason, dues were not deducted for the pay period or periods involved.

Section 4. The total dues deductions shall be transmitted by the payroll office to the President, SEIU, Local 556, or her designee, by check no later than ten (10) working days after the close of each pay period. With each check, the payroll office will provide the Union with a list showing the names of the employees involved and the amount deducted for each employee. The list shall also show the total amount

of dues deducted by the payroll office. There will be no fee charged for the deduction of union dues.

Section 5. An employee in the Unit who has authorized the withholding of union dues may request revocation of such authorization by completion of Standard Form No. 1188 and submission of it to the Employer's Human Resource Office. These forms may be obtained from the payroll office of the Employer. Upon receipt of a revocation form or request properly completed and signed by an employee, the payroll office will discontinue the withholding of dues from the employee's pay effective one year from the date of membership if the employee has been a member for less than one (1) year and for all others on the first full pay period for which a deduction would otherwise be made after March first. The Employer shall promptly notify the Union of all such revocations received by transmitting a copy of the form.

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

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

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

Section 9. The Union shall furnish the Employer, at the earliest possible date, with a current listing containing the names and signatures of Union officials who are designated by the President of the Union to certify Section A of standard Form 1187 on his behalf. The Union shall be responsible for giving the Employer prompt written notification of any changes in this information and informing Union members of this change. Changes in the amount of employee organization dues for payroll deduction purposes shall not be made more frequently than once each twelve months.

IN WITNESS WHEREOF the parties hereto have executed this Memorandum of Agreement on the 22<sup>nd</sup> day of October 1992.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_/s/\_\_\_\_\_  
GEORGIALYNN DAINARD  
PRESIDENT, SEIU, LOCAL 556

\_\_\_\_\_/s/\_\_\_\_\_  
WALTER H. SKIERKOWSKI  
DIRECTOR, MWR 0910

ACKNOWLEDGEMENT OF NEGOTIATED AGREEMENT

---

---

ACTIVITY  
(PRINT)

EMPLOYEE'S NAME

---

By signature below, I acknowledge that a copy of the Negotiated Agreement between the Morale, Welfare and Recreation Department 0910 and the Service Employees International Union, Local 556, AFL-CIO, jointly with the United Food and Commercial Workers Union, Local 480, AFL-CIO, which contains the grievance procedures, has been given to me.

---

---

EMPLOYEE'S SIGNATURE

SSN#

DATE

MEMORANDUM OF AGREEMENT

The Morale, Welfare and Recreation Department (MWR 0910), Marine Corps Air Station, Kaneohe Bay, Hawaii (hereinafter referred to as the "Employer") and Service Employees International Union, Local 556, AFL-CIO (hereinafter referred to as the "Union") hereby agree as follows:

Recognizing the important role that performance and the performance appraisal process have in the successful implementation of Project Expo-18, the Employer and the Union will negotiate an agreement or activity instruction, as they choose, covering all appropriate issues in this area to the extent permitted by law.

These negotiations shall commence no later than sixty (60) days after the signing of this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Memorandum of Agreement on the 22<sup>nd</sup> day of October 1992.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_/s/\_\_\_\_\_  
GEORGIALYNN DAINARD  
PRESIDENT, SEIU, LOCAL 556

\_\_\_\_\_/s/\_\_\_\_\_  
WALTER H. SKIERKOWSKI  
DIRECTOR, MWR 0910