

AGREEMENT
Between
UNITED STATES ARMY
GARRISON, HAWAII
And
HAW AII FEDERAL & AMALGAMATED
LOCAL LODGE #1998
INTERNATIONAL ASSOCIATION
Of
MACHINISTS & AEROSPACE WORKERS
AFL-CIO
For
Range Maintenance Oahu & PTA
1999

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PREAMBLE

This agreement is made by and between the Commander, U.S. Army Support Command, Hawaii, hereinafter referred to as the EMPLOYER and Hawaii Federal & Amalgamated Local Lodge No. 1998, International Association of Machinists and Aerospace Workers (AFL-CIO), hereinafter referred to as the UNION, and jointly referred to as the PARTIES.

WITNESSETH

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

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

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

NOW THEREFORE, the Parties hereto agree within the meaning of the Civil Service Reform Act of 1978 as follows:

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

SECTION 1. The Employer recognizes the Union as the exclusive bargaining representative for all employees in the Units defined in Section 2 below. The Union, as the exclusive representative of the employees in these Units, shall be responsible for representing the interests of all employees in the Units without regard to race, color, religion, sex, national origin, age, physical or mental disability, or labor organization membership, subject to the expressed limitations set forth elsewhere in this agreement.

SECTION 2. This Agreement applies to employees included in the following Units:

- a. All nonprofessional employees of the U.S. Army Garrison, Hawaii, Directorate of Plans Training, Mobilization and Security, Range Division, Maintenance Branch, Oahu Section.
- b. All nonprofessional employees of the U.S. Army Garrison, Hawaii, Directorate of Plans, Training, Mobilization and Security, Range Division, Maintenance Branch, Pohakuloa Training Area. Excluded from the above unit are those individuals who are supervisors, managers, professional employees, employees engaged in personnel work in other than a purely clerical capacity, and all employees not specifically listed above.

ARTICLE 2
REGULATORY REQUIREMENTS

SECTION 1. In the administration of all matters covered by this agreement and all supplemental implementing subsidiary or informal agreements, between the Employer and the Union, officials and employees are governed by existing or future laws and the regulations of appropriate authority, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time the agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities or authorized by terms of a controlling agreement at a higher agency level. The Employer recognizes the right of the Union to allege that no compelling need exists for the Employer to implement a specific DOD or DA directive and to seek relief by exercising the rights accorded the Union by 5 USC 7117 (Compelling Need). Where DOD, DA, or the Federal Labor Relations Authority determines that no compelling need for the directive exists, the matter may be negotiated at that time.

SECTION 2. The Employer agrees that all employees in the Unit will be accorded equitable and uniform treatment in the application of such laws, regulations and policies. Complaints and dissatisfactions with their application may be submitted for resolution under the negotiated grievance procedure contained in the Agreement insofar as the application is within the administrative discretion of the Employer. In matters where statutory procedures exist, those procedures must be utilized by the Employee.

ARTICLE 3
RIGHTS OF THE EMPLOYER

SECTION 1. It is recognized and understood that management officials of the Employer retain the right to determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and in accordance with applicable laws and regulations:

- a. To hire, assign direct lay off, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
- b. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which operations shall be conducted;
- c. To make selection for appointments from among properly ranked and certified candidates for promotion or to fill positions from any other appropriate source;
- d. To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

SECTION 2. In exercising the authority to make rules and regulations relating to personnel policy, practices, and working conditions, the Employer shall have due regard for the obligation to consult and/or negotiate with the Union as required by applicable law. Nothing in this agreement shall preclude the Employer and the Union from negotiating 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 pursuant to existing Executive Order 12871 (Labor-Management

Partnerships). It is agreed and understood between the parties that, should the current Executive Order 12871 referenced above be rescinded and/or canceled during the period of this agreement, the obligation to bargain over the above matters shall be in accordance with subsequent law(s) or Executive Order(s).

SECTION 3. The Employer and the Union may negotiate:

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

ARTICLE 4 RIGHTS OF EMPLOYEES

SECTION 1. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided by law, such right includes the right:

- a. To act for a labor organization in the capacity of a representative and, in that capacity, to present the views of the labor organization to heads of agencies, and other officials of the executive branch of the Government, the Congress, or other appropriate authorities;
- b. To engage in collective bargaining with respect to conditions of employment through representatives;
- c. To individually or collectively petition Congress or a member of Congress.

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

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

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

SECTION 4. An employee has the right and is encouraged to bring matters of personal concern directly to the attention of the immediate supervisor or other appropriate officials of the Employer or the Union. An employee also has the right to exercise grievance or appellate rights established by law, regulation, or this Agreement. Except when presenting a grievance or appeal under the negotiated grievance procedure, he has the further right to choose his own representative in a grievance or appellate action.

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

SECTION 6. It shall be the firm policy of the Employer and the Union to assure that the provisions of this Agreement are applied equitably to all employees in the Unit, without regard to race, color, religion, national origin, sex, age, or physical or mental disability. The Employer and the Union both support equal employment opportunity for employees. Union support will include active participation in the development of the EEO Affirmative Action Plan, responding to the Employer's request for input.

ARTICLE 5 RIGHTS OF THE UNION

SECTION 1. The Union, as representative of the employees in the unit, shall have the right to present its views to the Employer, either orally or in writing, on any matter of concern which is appropriate for consultation or negotiation according to Article 30 of the Agreement, and, if either party so requests, the Employer and the Union agree to meet at a mutually convenient time in an effort to resolve the matter which created the concern.

SECTION 2. The Employer will keep memorandums for the record of formal meetings between management officials and the Union representatives, indicating dates, those in attendance, and subjects, nature of discussions, and decisions reached, unless the parties mutually agree in advance that memorandums of the meetings are not necessary. The Employer agrees to furnish a copy of said memorandum to the Union. The Union has the right to reply to the memorandum within 14 calendar days after receipt. The memorandum is for record purposes only. It shall not be a specific requirement, the existence of which would be necessary before either party could pursue action in accordance with the discussion. This requirement does not apply to specific procedures contained elsewhere in this agreement.

SECTION 3. The Union shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the agency and one or more employees in the Unit or their representatives concerning any grievance or any personnel policy or practice, or other general condition of employment.

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

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

(2) The employee requests representation. Further, the Employer shall annually inform unit employees of the above rights.

The Union's right to be present does not extend to informal discussions between an employee and the supervisor.

ARTICLE 6
UNION REPRESENTATION

SECTION 1. The Union recognizes its responsibility for representing the interests of all employees in the Unit without discrimination and without regard to labor organization membership except as expressly provided hereinafter.

SECTION 2. The Employer agrees to recognize Chief Stewards, Stewards, and Alternate Stewards duly designated by the Union. The term, "Steward", for purposes of this Agreement is a member of the Unit who is either appointed or elected to represent the Union consistent with the Provisions of this Agreement. The term "Union Representative", for purposes of this Agreement, is a paid official of the Union who is authorized to represent the Union at large.

SECTION 3. The Union shall designate a Chief Steward and an alternate within each Division or larger element to serve at each installation where members of the Units are assigned. Each Chief Steward shall be provided reasonable and necessary official time, not to include overtime, to carry out the terms and conditions of this Agreement. The Alternate Chief Steward appointed by the Union shall function only in the absence of the designated Chief Steward. Additionally, the Union may appoint a reasonable number of employees to serve as Stewards below the Division level. Reasonable use of the Steward's immediate work area, to include telephone, for representational functions will be allowed by the immediate supervisor. "Installation" for the purpose of this Agreement, includes but is not limited to Fort Shafter, Schofield Barracks, Aliamanu Military Reservation, Fort DeRussy, Fort Ruger, and Kilauea Military Camp/Pohakuloa Training Area.)

SECTION 4. Insofar as possible, no more than one (1) Steward shall present a matter for discussion with a management official or supervisor. The Employer reserves the right to limit the number of personnel in subsequent discussions regarding the matter; however, the Union is entitled to have an equal number of persons present as are present representing management.

SECTION 5. Stewards shall be employees of the organizational element which they represent. Alternate Stewards may be appointed to serve in the absence of the designated Steward. In designating a Steward, the Union will give due consideration to distance, location, and organizational entity to be represented.

SECTION 6. The Union shall annually furnish the Employer in writing, and maintain on a current basis, a complete listing of all officials and representatives of the Union, together with the designation of the group of employees each is authorized to represent. The Employer agrees to recognize the officers and duly designated representatives of the Union.

SECTION 7. The Union agrees that it will encourage its Stewards to use a minimum amount of time when conducting appropriate business within the scope of this Agreement during duty hours. A reasonable amount of time will be authorized without loss of pay or benefits, to permit the recognized Chief Stewards and Stewards who are employees of the Employer to carry out their responsibilities to employees within the Unit. Time granted will be used for the following:

- a. To be the representative of employees in the preparation and/or presentation of grievances to the Employer;
- b. To consult with supervisory management officials.

Management reserves the right to determine the hours of official time which will be approved as reasonable under this Section. Union disputes concerning this management determination of reasonable time may be pursued under the provisions of the negotiated grievance procedure.

SECTION 8. The Union agrees that time granted in accordance with the above will not be used for any matter connected with the internal business of the Union. Such matters include but are not limited to the collection of dues, assessments, or other funds; the solicitation of memberships; campaigning for elective office in the Union; the distribution of literature; or other matters of like nature.

SECTION 9. Requests for permission to leave the job and for time allowed will be made by the Steward in advance to his/her immediate supervisor (see Official Time Form at Appendix II). If the Steward's supervisor is not available, he/she shall request permission from his/her next higher echelon of supervision to leave the job. However, should his/her supervisor deny such a request, the supervisor will inform the Steward of the reason and when the Steward could reasonably be released. Clearance must also be obtained from the supervisor of the employee, if any, with whom the Steward plans to conduct labor-management business. Upon completion of this business, the Steward will immediately report to his/her supervisor and return to his/her work assignment. Contacts between employees and Stewards will normally take place in the immediate vicinity of the employee's work area.

SECTION 10. Labor-management business will be conducted during the regular duty hours of the individuals concerned with the matter at hand. Exceptions to this provision may be made by the mutual consent of the parties. Reasonable use of the Employer's facilities in conducting such joint labor management business, to include copiers and other office equipment necessary to resolving the matter under discussion, will be allowed by the immediate supervisor.

SECTION 11. Persons involved in labor-management relations are expected to observe appropriate standards of personal behavior and conduct themselves in a temperate and courteous manner in mutual dealings.

SECTION 12. To the extent permitted by applicable regulations and subject to approval by the Employer, official time will be granted to Union Officers and Stewards to attend available Union sponsored labor-management relations training courses.

SECTION 13. Stewards and Union Officers will not be discriminated or retaliated against or transferred from one work shift or work site to another because of their participation in legitimate Union activities. To the extent permitted by mission requirements and applicable regulations, the Employer will give Stewards as much advance notice as possible when changing their work shift, work site, or workweek. For purposes of this Section, "work site" means a geographical area such as Schofield Barracks area, Fort Shafter area, or other similar areas where members of the Unit are assigned duties.

SECTION 14. Union Representatives who are not employees of the Employer who desire to conduct labor-management business may see employees whom they represent during normal duty hours at a place mutually agreeable to the supervisor and the representative. Additionally, such representatives will be permitted, subject to safety and security considerations, to visit work areas in which grievances or complaints are to be discussed. Arrangements for visiting work areas must be made in advance between the appropriate supervisor and the concerned Union representative.

SECTION 15. The Employer will inform the Union of the centralized new employee orientation. The Union will be allowed to have a representative at such orientation. The Employer agrees that each newly assigned employee shall be informed of the Union's status as Exclusive Representative during the employee's orientation by his immediate supervisor. At the same time, each new employee in the bargaining unit will be furnished a copy of this Agreement and given the name and work location of the designated Steward or Chief Steward, as applicable. Failure to provide such copy shall not be an issue in pursuing a grievance or appeal in any disciplinary or adverse actions.

SECTION 16. To facilitate easy recognition of Stewards, Chief Stewards, and elected Union Officials, the Employer agrees to permit them to wear inconspicuous identifying insignia/decals, when not in conflict with safety or uniform dress requirements.

ARTICLE 7 HOURS OF WORK

SECTION 1. The normal basic workweek shall consist of five consecutive, eight-hour days, excluding an unpaid meal period of not less than 30 minutes each day. Certain administrative alternative workweeks (four ten-hour days) may be offered. Any flexitime, compressed or alternative work schedules shall be offered on a voluntary basis only. Should there be any change in established basic workweeks, regular work schedules, and/or system(s) of rotation of work schedules, the Employer agrees to provide reasons and an opportunity for the Union to submit its views on proposed changes.

SECTION 2. Employees' work schedules shall be established or changed by written announcement at least two weeks in advance and continue for at least two pay periods. The Employer may make exceptions to this requirement in accordance with applicable regulations; in such cases, the Union will be advised of the exception(s) and the reasons therefor. This information will be provided in writing to the Union prior to effecting the change.

SECTION 3. Changes in the prescribed basic workweek for employees may be scheduled by the Employer in those cases where a normal work schedule would handicap the performance of a function or would result in increased cost. In such cases the Employer will consider the expressed desires of the concerned employee(s).

SECTION 4. Adequate time as determined by the Employer will continue to be provided to employees as a part of their duty time work assignments, where necessary, to enable them for purposes of personal hygiene, to remove toxic or hazardous substances and/or to draw out, turn in, or put away tools, Government property and equipment in their possession.

SECTION 5. If an employee is directed by the Employer to report for work at a designated location at a specified time prior to the start of his work schedule, such time will be compensable in accordance with pay regulations.

SECTION 6. A rest period, not to exceed 15 minutes, shall normally be provided during a period of four hours of continuous work. It is further understood that rest periods will not normally be denied.

SECTION 7. When an employee is relieved from duty by the Employer in accordance with applicable regulations, during his regular work schedule, due to interruption or suspension of operations because of

inclement weather, breakdown of equipment, or other emergencies, or acts of God, the employee will normally be excused for the balance of the scheduled hours that duty day without loss of pay or charge to leave unless assigned by the Employer to other work.

SECTION 8. Normally, an employee assigned to a system of rotating work schedules will not be required to return to duty sooner than 8 hours after completion of his previous duty day.

SECTION 9. Hours of work do not include travel to and from the assigned duty station. The duty station the employee reports to at the start of the workweek determines the assigned duty station. Any change to the duty station during the workday or workweek, where travel is by personal vehicle, shall result in travel payment of mileage, in accordance with applicable regulations, from the assigned duty station to the new duty station. The duty stations on Oahu are Schofield Barracks and Makua Range.

ARTICLE 8 OVERTIME

SECTION I. Overtime is work on duty performed by employees in the Unit in excess of eight hours per day or forty hours within the workweek. An employee in the Unit shall be paid overtime in accordance with applicable regulations. An employee may request to be relieved from performing an overtime assignment if another employee volunteer for the overtime assignment and is qualified to perform such work.

SECTION 2. The Employer agrees that overtime work will be distributed in a fair, just, and nondiscriminatory manner among all employees in the Unit as far as the character of the work permits, giving due consideration to the physical demands of the work, personnel availability, skills, and safety. Overtime work shall not be assigned as a reward or penalty to employees.

SECTION 3. No classification act employee of the Unit shall be required to take compensatory time off during his regularly scheduled hours of work in the basic workweek in order to compensate for, or offset, overtime hours worked outside of his regularly scheduled workweek. The provisions of this Section, however, do not apply to those classification act employees whose rate of pay is in excess of the maximum rate of GS- I 0. The Employer reserves the right to assign overtime to employees willing to take compensatory time off when funding restrictions do not permit paid overtime.

SECTION 4. The Employer agrees to make a reasonable effort to notify employees of overtime assignments at least four hours before the end of the shift preceding the overtime assignment.

SECTION 5. In case of a complaint regarding inequities in overtime distribution, the supervisor shall make overtime records, of employee(s) involved, available to the Union steward for review.

SECTION 6. An employee shall receive at least two hours of overtime pay if he/she is called in to work on an overtime basis outside his/her scheduled hours of work, whether or not he/she is utilized for the full two hours.

SECTION 7. The expressed desire of employees to receive overtime assignments, or not to receive such assignments, will also be given consideration.

SECTION 8. The Union recognizes the right of the Employer to require employees to perform overtime work when required to accomplish the mission of the activity. When employees have been directed to report for overtime duty, they will be expected to report for duty as specified, and if they fail to report, they must provide information to their supervisor that their absence was clearly beyond their control.

SECTION 9. When the nature of the mission is such that it may be necessary to call back employees because of emergencies or administrative requirements that may occur outside the normal work hours, employees may be designated to be available for such a call during weekends or other off-duty time. Designation of an employee to on-call status is not a basis for compensation. Employees who are called back are entitled to at least 2 hours of overtime compensation. Where a return to duty is not required and services are provided by telephone, overtime pay or compensatory time, as appropriate, will be granted unless the time spent performing the service is less than 15 minutes.

ARTICLE 9 HOLIDAYS

SECTION 1. All days designated by Federal law, regulations, or Executive Order as holidays will normally be observed by the Employer as nonworkdays, and the Employer agrees to continue the practice of not scheduling work on holidays, except as necessary to accomplish the mission.

SECTION 2. The Employer further agrees that, upon reasonable request, employees scheduled to work may be excused from working on a holiday if another unscheduled qualified employee is available and willing to work.

SECTION 3. The Employer agrees that holiday work will not be normally assigned for the purpose of avoiding overtime pay, but will be assigned when it is essential to accomplish work that may not be interrupted, or to meet urgent workload commitments. It is understood that this does not prevent management from assigning work during the holiday.

SECTION 4. Any employee having annual leave to his/her credit may apply for, and such leave will ordinarily be approved when requested at least five days in advance for any workday which occurs on the employee's birthday or a religious holiday associated with the religious faith of the employee, unless the granting of such leave would adversely affect the operations of the Employer.

ARTICLE 10 WAGE SURVEYS

SECTION 1. The Union shall be notified by the Employer when the Employer receives word that an area-wide survey has been ordered which would affect the employees in the Unit.

SECTION 2. Reasonable time off during work hours will be authorized, without loss of pay or benefits to permit the chief stewards of the Union to appear before the Area Wage Survey Committee for the

purpose of making presentations in behalf of employees in the Unit. The Employer shall, upon reasonable notification by the Union, make arrangements for such employees to be absent to the extent permitted by mission requirements in order to discharge this responsibility.

ARTICLE 11 SICK LEAVE

SECTION 1. The Union joins the Employer in recognizing the insurance and retirement value of sick leave (i.e., for Civil Service Retirement System (CSRS) employees) and agrees to encourage employees to conserve such leave so that it will be available to them in case of extended illness in the future and/or to increase CSRS retirement benefits.

SECTION 2. Employees shall earn sick leave in accordance with applicable laws and regulations. Sick leave, if available, shall be granted to employees when they are incapacitated for the performance of their duties by bona fide illness or injury or in other circumstances as set forth in applicable regulations. Employees desiring leave for sick purposes may request annual leave, sick leave, or leave without pay if they do not have sick leave to their credit. The employee will identify whether he has sick leave to his credit at the time of request. When advanced sick leave or leave without pay is not granted, the employee will be carried in an absent without leave status.

SECTION 3. Employees will be required to furnish a medical certificate to substantiate all absences on sick leave, if such leave exceeds three consecutive workdays. The medical certificate will be submitted within three workdays after the employee returns to duty.

a. In cases of sick leave of extended duration, medical certificates may be required at reasonable intervals.

b. If the Employer has reason to believe that an employee is abusing his sick leave privilege, a medical certificate may be required to substantiate absences of any duration. In such cases, the employee shall first be counseled that because of his questionable sick leave record, a medical certificate may be required for each subsequent absence on sick leave. In such cases, the employee may first be counseled or advised, in writing, that a medical certificate will be required for any absence due to claimed illness regardless of duration. This written advice will also explain why the employee is suspected of abusing sick leave. When the employee's record of sick leave significantly improves, this requirement will be removed. The requirement for a medical certificate will be reviewed at least semiannually and will be rescinded in writing when the employee's sick leave record warrants.

SECTION 4. Employees who are incapacitated due to serious disability or illness may be advanced a maximum of thirty days sick leave, provided all the following conditions are met:

a. All available accumulated sick leave to the employee's credit is exhausted. Consideration should also be given to requiring the employee to use any annual leave he might otherwise forfeit.

b. The amount of sick leave advanced to an employee's account may not exceed thirty days at any time. Where it is known that the employee is to be retired or where it is anticipated that he is to be

separated, the total advanced may not exceed an amount which can be liquidated by subsequent accrual prior to the separation.

c. There must be a reasonable assurance that the employee will return to duty.

SECTION 5. It is agreed that employees desiring medical, dental, or optical examination or treatment shall endeavor to schedule such appointments outside working hours or on nonwork days. Where this is impractical, requests for sick leave to cover such examination or treatment shall be submitted as far in advance as possible and shall specify the date and time of the appointment.

SECTION 6. It is the responsibility of the employee to notify his immediate supervisor, or in the absence of the supervisor an individual designated to act for him, if he is prevented from reporting to work because of incapacitating illness or injury. Notification will be made by the employee or a responsible person as far in advance of the beginning of the workday as practicable, but not later than two hours after the beginning of his shift, unless compelling reasons prevent such report. In the latter case, the employee or a responsible person will notify his supervisor as soon as practicable. In either case, the employee will inform his supervisor of the nature and the expected duration of the illness, if he knows it. Employees sent home from work because of illness are subject to the foregoing reporting requirements on the following workday, if still incapacitated. When any absence due to illness or injury extends from one administrative workweek into another, the employer or a responsible person shall notify the appropriate supervisor on the first workday of the second administrative workweek and on the first workday of each administrative workweek thereafter for the duration of the incapacitation.

SECTION 7. An employee who suffers a traumatic injury on the job will be considered in a duty status, and will receive pay without charge to leave for the time required to obtain emergency treatment, to the extent that the time falls within his prescribed hours of work for that day. If the Department of Labor validates that the employee has stopped work due to the disabling effects of the traumatic injury, the employee will be carried in a pay status or on administrative leave for any fraction of a day or shift lost on the date of the injury.

SECTION 8. No employee who has suffered a disabling injury shall return to duty until medical authority, approved by or acceptable to the Employer, declares him fully capable of performing his duties or other appropriate work.

SECTION 9. Employees shall have the option of requesting annual leave for sick leave purposes.

ARTICLE 12 ANNUAL LEAVE

SECTION 1. Employees shall earn annual leave in accordance with applicable laws and regulations.

SECTION 2. During the month of January each employee will furnish his immediate supervisor his proposed schedule of annual leave for vacation purposes. Employees will be consulted where their initial preferences are in conflict. When the schedule has been approved, each employee will make a reasonable effort to adhere to the schedule. Full consideration will be given each employee's one most preferred vacation period. When it is necessary to restrict the number of employees granted leave during a

particular period, due consideration will be given to such factors as operating needs, skills availability, and elapsed time since the employee's return from his last leave. Where all other factors are judged to be substantially equal, the employee with the greatest seniority will be given preference for the desired vacation period. Seniority shall be determined by the length of service in the work area covered by the particular leave schedule involved.

SECTION 3. Projected leave schedules will be maintained by appropriate supervisors and will be made available to employees upon request. The Employer will notify employees affected by changes in the projected leave schedule as far in advance as possible. An employee may request changes in the projected leave schedule.

SECTION 4. Requests for annual leave for emergency or personal reasons will be considered on an individual case basis in accordance with applicable laws and regulations. When a request for annual leave has been denied, the employee will be notified in writing of the reasons for the denial on the appropriate leave request form (SF 71) and the requested leave will be rescheduled, if necessary.

SECTION 5. Subject to the provisions of this article, each employee has the right to take his annual leave at his scheduled time, subject to the approval of his/her supervisor.

SECTION 6. The Employer will endeavor to avoid a forced leave situation. However, if forced leave becomes necessary for any reason or a liberal leave policy is established, the Employer will endeavor to find work within the Unit for employees not having any annual leave to their credit. If no such work is available, the Employer agrees to grant advanced annual leave in accordance with applicable regulations, provided there is a reasonable expectation that the employee will remain in the Unit, and no other valid reason to deny such grant exists. Should forced annual leave be required, the Employer agrees to notify employees and the Union as far in advance as possible and to consult with the Union concerning the method of implementing the forced leave.

SECTION 7. The Employer will make a reasonable effort to give all employees sufficient opportunity during each leave year to take excess annual leave. Employees must pay heed to the extent of their accumulation of excess annual leave. Information will normally continue to be supplied to employees in the Unit regarding the amount of annual and sick leave hours they have to their credit.

ARTICLE 13

EXTENDED LEAVES - L WOP

SECTION 1. Requests for leave of absence without pay will be considered under individual merit and shall not exceed a period of one year for each application.

SECTION 2. The employer agrees that when given adequate advance notification in writing that an employee in the Unit has been elected or appointed to a Union office or as a delegate to any Union activity requiring a leave of absence, such employee may be granted annual and/or leave without pay consistent with regulations and workload requirements. Should the application for leave be disapproved, the Employer agrees to notify the Union in writing of the reasons therefor.

SECTION 3. The Employer recognizes the obligation to provide employment for an employee returning from a leave of absence to a job of like status and pay. The Employer also recognizes the bumping and retreat rights of an employee on approved leave of absence without pay in situations where the employee has been affected by reduction-in-force action during his leave of absence. Employees in approved leave of absence without pay status shall accrue all rights and privileges with respect to retirement status and coverage under the Federal Group Life Insurance and Federal Employee Health Benefits Program as authorized by regulations.

ARTICLE 14 CIVIC RESPONSIBILITIES

SECTION 1. An employee who is summoned, in connection with a judicial proceeding, by a court or responsible authority, or who is assigned by the Employer, to testify in an official capacity or produce official records will do so in official duty status. The employee will be paid in accordance with regulations for the time necessarily lost from the normal work schedule for such purposes, provided the employee presents the court order, subpoena, or summons, if one is issued, to his supervisor as far in advance as possible. These provisions do not include administrative proceedings, but extend only to judicial proceedings.

SECTION 2. An employee is entitled to court leave in accordance with applicable regulations, if subpoenaed for jury duty or if summoned by the court or responsible authority to provide witness service on behalf of the Federal, State or Municipal government or on behalf of a private party when the Federal, State or Municipal government is a party to the proceeding. The employee is not entitled to court leave if he merely volunteers. Upon return to duty, written evidence of the employee's attendance at court is required, showing the dates and hours of the service. If the employee is excused or released by the court for any day or a substantial portion of a day, he is expected to return to duty, provided return would not cause the employee hardship because of the distance from home, duty station, and the court. Decision will be made, depending upon the circumstances of each case, by the supervisor. Failure to return to duty as provided above may result in charge to annual leave, leave without pay, or absence without leave.

SECTION 3. Employees working the regular day shift on the date of any National or State election occurring within the days of their basic workweek, and who are eligible to vote in such an election, shall be granted time off without loss of pay or charge to leave for the purpose of voting, consistent with applicable regulations. Employees who do not intend to vote are not entitled to such time off.

SECTION 4. The Employer and the Union mutually agree that the principle of voluntary donation to approved fund-raising campaigns shall be upheld. Employees are encouraged to support such campaigns as well as the United States Savings Bond Payroll Deduction Program.

ARTICLE 15 PROMOTION AND INTERNAL PLACEMENT

SECTION 1. It is agreed that all vacancies which are filled by promotion shall be filled on the basis of relative merit in accordance with applicable regulations, the Pacific Region Merit Promotion and

Placement Plan, and this Agreement. The Union recognizes that the Employer must be guided by the objective of obtaining the best qualified person available and that the Employer may fill vacancies by methods other than promotion, such as appointment, reinstatement, reassignment, and transfer.

SECTION 2. As an exception to competitive promotion procedures, an employee demoted without personal cause and not at his own request will be given priority consideration for vacancies within the initial area of consideration as provided for in applicable regulations and the Pacific Region Merit Promotion and Placement Plan, occurring in positions at his former grade, or any intervening grade, for which he is well qualified. To be eligible for priority consideration, employees must indicate their eligibility on their application. Although employees are not guaranteed repromotion, they will ordinarily be repromoted when an appropriate vacancy occurs for which they have demonstrated that they are well qualified, unless there is a better qualified candidate available. Consideration of an employee eligible for repromotion under this Section must precede consideration of other applicants for competitive promotion, except when another individual has a statutory or regulatory right to be placed in or considered for the position. If the demoted Unit employee is not selected for repromotion to a position vacancy within the Unit, the selecting official will meet with the employee and his representative, if any, at the request of the employee and advise him of the criteria used in making this determination.

SECTION 3. For those positions filled through the Pacific Region Merit Promotion and Placement Plan, the minimum area of consideration will be as set forth in the Plan, except where recent experience indicates an insufficient quantity of highly qualified personnel (to afford opportunity of obtaining the best qualified person available) or when the objectives of a "special employment" program (e.g. EEO; handicapped; VRA) dictate. When this determination is made, the Union will be notified. It is understood this notification will be made for any determination to consider candidates outside the prescribed minimum area of consideration, including concurrent consideration of voluntary applications accepted in accordance with applicable regulations. When the Employer determines that consideration will be extended beyond the minimum area, the Union shall be informed of the reasons, and, if requested by the Union, the Employer will meet with the Business Representative to discuss the reasons. It is understood that recruitment will continue without delay, and therefore, any requested meeting should be arranged promptly. Selection may be made from applications under the announcement or by other appropriate methods in accordance with applicable regulations.

SECTION 4. The Employer agrees to keep job vacancy announcements open for at least ten (10) calendar days prior to the closing date for filing. Such announcements shall clearly state the minimum qualification requirements for appointment to such positions. The announcements shall clearly state the minimum qualification requirements for appointment to such positions. The announcements shall be posted on all official bulletin boards in the Unit and will be published in the Daily Bulletin when it is practicable to do so. Two (2) copies of the job vacancy announcement shall be furnished to the Union. Announcements shall clearly specify any tests which may be required.

SECTION 5. It is agreed, if subject matter specialists are required during the rating and ranking of members of the Unit for journeyman level wage grade positions within the Unit under the Pacific Region Merit Promotion and Placement Plan, the Employer will establish a rating and ranking panel consisting of not less than two (2) subject matter specialists. The Union shall provide the Employer, in writing and maintain on a current basis, a listing of not less than three (3) journeyman employees of the Unit technically qualified in each trade which is represented within the Unit and who are willing to serve on the panel. However, if there are less than three employees in the Unit who are technically qualified in the trade and willing to serve, the parties mutually agree that an exception to the provisions of this section can be made. In such cases the Union will provide the Employer a listing of those employees who are

available, if any. The Employer shall consider selecting one (I) member to serve on the rating and ranking panel from the standing listing provided by the Union. For the purpose of this Section, a "journeyman" is defined as an employee whose job requires the independent performance under general supervision of the full range of tasks associated with the craft, trade, or line of work in the specific organizational entities, i.e., branch, section, unit, which is the smallest breakout identified in the official organizational structure.

SECTION 6. When a vacant position is to be filled in the Unit through the Pacific Region Merit Promotion and Placement Plan, the Chief Steward or the Steward assigned to represent the organizational grouping to which the position is assigned, upon request, will be permitted to review the Referral and Selection Register prior to selection. He may inquire of the Civilian Personnel Advisory Center the reason for the presence or absence of candidates on the Referral and Selection Register. This review by the Steward will not unduly delay any selection action, and must conform to provisions of the Privacy Act.

SECTION 7. Employees have the right to know whether they were considered, whether they were basically eligible, whether they were in the group from which the selection was made, and who was selected, if standards and regulations permit.

SECTION 8. Employees or their designated representatives will have the right to review supervisory or other written appraisals regarding their past and present work or conduct except those excluded by appropriate regulations. Performance appraisals will include a discussion with the concerned employee about his job requirements, performance, career potential, and whether action is needed to develop him for higher grade position. These appraisals, if recorded, shall be allowed to be reviewed by the employee. Each employee will be responsible for informing the Civilian Personnel Advisory Center of any qualifications duly acquired such as additional education or experience that is not recorded in his official personnel folder. This may be accomplished in writing.

SECTION 9. If requested, employees will be informed of means whereby they may improve themselves to increase their opportunity for further promotion, in accordance with applicable regulations.

SECTION 10. Upon receipt of a bona fide, timely, verbal, telephonic, or written notice from an employee concerned or his representative that a promotion action in progress which directly affects the employee does not conform to Office of Personnel Management regulations, agency regulations, or this Agreement, the Employer may elect to promptly investigate the facts and allegations. Before effecting the promotion action involved, the Employer may desire to make a determination that a violation did or did not occur, and if a violation did occur, take prompt action to rectify the error. In cases of promotion actions that have already been effected before the violation was discerned, the promotion may be invalidated. If the promotion is not invalidated, the employee who grieved the promotion action will be given priority consideration in accordance with regulations only for the next vacancy for which he is found highly qualified before other candidates under new promotion or other non-mandatory placement actions are considered. This priority consideration is given only if the grievant was erroneously omitted from the best qualified group, or the grievant was nonselected from the best qualified group in which the individual selected should not have been in the best qualified group. The individual receiving priority consideration would ordinarily be selected, unless there is a better qualified candidate available. These reasons shall be given to the employee in writing if he is not selected under this priority consideration. It is understood that repromotion priority eligibles receive consideration ahead of employees in the foregoing category.

ARTICLE 16
DETAILS

SECTION 1. The Employer agrees that details will be distributed in a fair, just, and nondiscriminatory manner among all employees in the Unit as far as the character of the work permits, giving due consideration to the physical demands of the work, personnel availability, skills, and safety. Details shall not be assigned as a reward or penalty to employees.

SECTION 2. Details to other than a higher graded position may be used for situations expected to last less than thirty (30) days. Such details will be in writing to the employee from the supervisor directing the detail. Details for over thirty (30) calendar days will be effected by submission and appropriate processing of a Standard Form 52. Upon their request, employees or their representative(s) may review such entries in their personnel folder and service record card.

SECTION 3. Employees who are directed to perform the duties of a higher grade position for a limited period may be detailed or temporarily promoted by the Employer in accordance with applicable regulations. Temporary promotion may be used when the employee is required to perform the duties of a position during the extended absence of the incumbent, to fill a vacant position until a permanent replacement is made, to assume responsibility for an increased workload for a limited period, or to participate in a special project which will last for a limited period. Temporary promotions can only be made to established positions. The following general guides will apply in determining the use of temporary promotions and details within the Unit:

- a. Details will be used by the Employer for situations expected to last less than 30 days in accordance with applicable regulations. Such details shall be in writing to the employee from the supervisor directing the detail.
- b. When it is reasonably expected that a temporary assignment to a higher grade position will be at least 30 days, a temporary promotion will be used instead of the detail, when the employee is otherwise qualified and eligible.
- c. The Employer may make a temporary promotion limited to 120 days or less as an exception to competitive promotion procedures. However, temporary promotions exceeding 120 days will be processed under appropriate competitive promotion procedures.
- d. Temporary promotions will be effective on the date specified by the appointing authority. The Employer will strive to avoid undue delay in processing temporary promotion actions. Employees temporarily promoted will be returned upon termination of promotion to the grade they held immediately prior to the temporary promotion and the salary rate authorized by regulations. Temporary promotions will not constitute the basis for priority consideration for repromotion. Temporary promotion is not appropriate for training or evaluating an employee in the higher grade position, nor for absences for purposes of temporary duty assignment normal to the duties of the position.

ARTICLE 17

Reduction in Force and Reemployment

SECTION 1. The Employer agrees that prior to the issuance of official notice to the employees in the Unit involved in reduction in force, the Union shall be notified in writing of the number of employees and the types of positions to be affected, the date action is to be taken, and the reasons for the reduction in force. The Union will render its assistance in communicating to the employees the reasons for the reduction in force.

SECTION 2. A Union Representative will be given the opportunity to view general reduction in force documents to the extent not prohibited by law, and documents that pertain directly to a Unit member when the Union is designated by the affected employee as his representative. This includes the register and related records for the employee's own competitive level, for levels in which there are employees who may displace him or her, and for levels into which the employees believes he or she may be entitled to displace. Such examination of reduction in force documents will be conducted in cooperation with a staff member of the Civilian Personnel Advisory Center, and will conform to the provisions of the Privacy Act.

SECTION 3. The Employer agrees to make reasonable advance efforts to avoid or minimize effects of a reduction in force by adjusting the workforce through reassignment or transfer of employees to available vacancies for which they are qualified or for which the Employer can secure waiver of the qualification standards.

SECTION 4. The bumping and retreat rights of the employees affected by reduction in force action shall be governed by applicable regulations.

SECTION 5. The Employer or his designated representative will conduct a briefing for all career and career-conditional employees occupying competitive positions who receive notices of change to lower grade or separation by reduction in force. Employees will be advised in writing of their rights to participate in the following outplacement assistance programs, providing they apply for such programs:

- a. DOD Priority Placement Program (PPP) and Reemployment Priority List for consideration for Army and other DOD positions within the commuting area.
- b. Registration for consideration for Army or DOD positions on the mainland and/or in the Western Pacific area through the DOD Stability of Employment Program.
- c. Displaced Employee Program for priority certification or referral of displaced employees through the Office of Personnel Management.

SECTION 6. In the event of a reduction in force, the Employer or his designated representative will notify affected employees of the reduction in force and the employees' rights as far in advance as possible. Employees selected for release from a competitive level are entitled to a specific written notice at least 60 full days before the effective date of release. With OPM approval, the advance notice period may be shortened to 30 days. The Employer or his designated representative will also notify affected employees, when applicable, of their entitlement to reassignment, change to lower grade in lieu of

separation, retirement, eligibility for placement on appropriate reemployment priority lists, severance pay, saved pay or pay retention, in accordance with applicable regulations.

ARTICLE 18 JOB CLASSIFICATION AND REVIEW

SECTION 1. The Employer agrees to advise the Union when application of new standards and changes to published standards will adversely affect employees of the Unit. In these circumstances, the Union will have the right to review classification standards, job evaluation guides, and job evaluation statements developed and used by the Employer in establishment of new positions and evaluation of related positions.

SECTION 2. Any employee who believes that his position is improperly classified may meet with his/her supervisor, who will discuss the matter with him and explain the basis upon which the job has been evaluated. The employee may be accompanied by his/her shop steward if desired. The review shall include discussions to determine the employee's actual, regular work assignments over a representative current period of time, as related to the employee's current job description. If the employee is dissatisfied with the explanation, he may file a job evaluation complaint in writing through supervisory channels, to the Employer. Upon receipt of a written complaint, a specialist from the U.S. Army Civilian Personnel Advisory Center, Hawaii, will discuss the matter with the employee and his supervisor, as part of the review of the complaint. The results of this review, including the basis for the decision made, will be communicated in writing to the employee. If the employee has been accompanied by a union representative during any of the above meetings, the union representative will also be provided a copy of the decision. Upon the employee's request, the Union will have the right to review all documents pertaining to the case. If the employee is still dissatisfied with the decision rendered on his complaint, he shall be advised of the procedures for initiating a job evaluation appeal action. Such appeal(s) can be filed at any time in accordance with applicable laws and/or regulations.

ARTICLE 19 EMPLOYEE UTILIZATION

SECTION 1. The Employer agrees that employees in the Unit will be given fair and equitable treatment with regard to work assignments.

SECTION 2. When it becomes necessary to temporarily assign employees to a worksite other than the one to which they are permanently assigned, the Employer will first ask for volunteers among all available qualified employees. If this means does not provide a sufficient number of employees to meet the work requirement(s), the Employer will fairly and equitably select the necessary number of employees, giving due consideration to such factors as required skills, qualifications, and availability of employees.

SECTION 3. The Employer agrees to stress to management officials and supervisors at all levels the prohibition against using their official positions to influence employees to render services for their personal gain, either on or off duty.

SECTION 4. In the area of military-civilian staffing, the Employer agrees to notify the Union of all instances where any existing civilian position is to be filled by military personnel.

SECTION 5. The Employer agrees to consult with the Union when it is proposed to contract out services now being performed by members of the bargaining unit when such contracting out may result in a reduction in force action or the reassignment of a member of the bargaining unit. If the contracting may not result in a reduction in force action, but will result in a reduction in the normal basic workweek for employees involved, the Employer will inform the Union of the proposed contract. The Employer agrees to inform the Union of decisions to contract out prior to implementation and to consult and/or negotiate over the adverse impact on the bargaining unit. If requested by the Union, the Employer and the Union will meet to discuss the contracting out. Such a meeting will not unduly delay the contracting out. The Employer agrees to comply with applicable laws and regulations concerning contracting out.

ARTICLE 20 TRAINING AND DEVELOPMENT

SECTION 1. The Employer and the Union recognize that the continuous development and growth of all employees is desirable, and that the responsibility for training rests with the Employer and for self-development with the employee. It is agreed that all employees will be given equal opportunities to apply, through channels, for available job related training and developmental experience which will aid them in improving performance in their assigned duties and in preparing themselves for future career opportunities. In this regard, training programs will be sufficiently publicized so that eligible and interested employees will know of their existence and the opportunity to participate in them.

SECTION 2. In the selection of candidates for training or developmental experience, the Employer will consider all employees whose knowledge, skill, abilities, performance, and future career opportunities are likely to be improved by training and developmental experiences. The following factors shall be considered by the Employer in selecting employees for training:

- a. Employee's overall need for training.
- b. Employee's potential for advancement.
- c. The degree and type of benefits which will result from the employee's improved knowledge, skill, ability, and performance.
- d. Employee's previous training record.
- e. Employee's own interest and effort to improve his work. If training is given primarily to prepare an employee for advancement and is required for promotion, selection for such training shall be in accordance with the Merit Promotion Plan and this Agreement.

f. Employee's potential for continued employment and ability to train others, when such training is required.

SECTION 3. Whenever the Employer plans or establishes training programs to meet specific needs (e.g. Upward Mobility or Apprentice Training) within available resources, they will be in written form and include courses and developmental experiences available to eligible employees. A written record will be maintained for each employee undergoing such training or developmental experience until completed or terminated.

SECTION 4. When work emergencies or lack of funds cause reduction or cancellation of scheduled employee attendance at any training course, the Employer agrees to reschedule such attendance where practicable. The Employer agrees that such action will only be taken for just cause and that an employee whose attendance is canceled will be notified of the reasons therefor.

SECTION 5. Subject to applicable regulations and the Government Training Act, the Employer agrees to offer and administer tuition assistance under which eligible employees will, under conditions established by the Employer, receive tuition assistance for approved courses of instruction at accredited educational institutions. If both the course and employee's attendance are approved by the Employer, the Employer agrees to pay tuition and related costs for the following kinds of courses:

- a. Courses which will improve the employee's skill on the job. This includes courses designed to update employees in the technology of their trades or occupations.
- b. Courses which will prepare an employee selected by the Employer as eligible for positions for which a sufficient number of qualified candidates is not available. When such training may result in promotion, selections will be made in accordance with the agency's Merit Promotion Plan.
- c. Any required or pertinent courses in a field related to the employee's job or appropriate to the logical development of the employee's career.

ARTICLE 21 DISCIPLINARY ACTION

SECTION 1. Formal disciplinary action shall be initiated only for just cause.

SECTION 2. Prior to proposing a formal disciplinary action, supervisors and management officials will attempt to ascertain all pertinent facts concerning the case. Following this, except where unusual circumstances render it impracticable, a preliminary discussion will be held with the employee involved. When such a discussion takes place, the employee will be advised of known facts concerning the matter then giving rise to the consideration of disciplinary action. The employee will be given the opportunity to have a representative of his choice present, if he so desires. If the employee is represented by the Union, the individuals who will normally be present during this discussion will be the employee's assigned Steward and supervisory personnel who are directly involved with the matter at hand. The employee or his representative upon request will be allowed to have the same number of persons present during the discussion as are present for management. The supervisor will then carefully consider the facts supporting the employee's position, whether or not the employee offers such facts in his own defense

during the discussion. The employee and his representative will be advised within five workdays after the discussion regarding management's proposed action and prior to management initiating formal disciplinary action.

SECTION 3. When a decision is made to initiate or propose disciplinary action against an employee, the Employer agrees that the action proposed and later imposed in the final decision will be reasonable. Written notice of management's action shall be given to the employee in person, if possible, by an authorized official and will advise the employee of his right to reply, orally or in writing, or both; of his right to representation in making such a reply, of his right to review all evidence relied upon in proposing or initiating the disciplinary action, and where the employee may review the material upon which the disciplinary action is based. Evidence may include statements of witnesses, documents, and investigative reports or extracts therefrom. All notices of decision to effect disciplinary action will advise the employee of his right to either appeal or grieve the action in accordance with this Agreement and applicable regulations.

SECTION 4. All notices of proposed disciplinary action and final decision letters shall be reviewed by the Employer or his designated representative, as appropriate, prior to issuance to the employee.

SECTION 5. The time limits provided for in this Article should be met unless there are persuasive reasons for not doing so. When a time limit may not be met, the employee, or his representative, if any, will be informed of the reasons before the limit in question has expired, unless this is not possible for reasons beyond the control of the employer.

SECTION 6. Any derogatory or detrimental entries made about an employee on his service record card will be shown to and discussed with the employee at the time such entries are made. Employees will not be required to initial or sign such entries.

SECTION 7. A copy of any nonconfidential derogatory or detrimental material or information to be placed in an employee's official personnel folder by his supervisor will be given to, discussed with, and initialed by the employee at the time such action is taken. If the employee desires to comment or file a statement relating to the material involved, he may do so after presenting it to the supervisor.

SECTION 8. When an employee elects to grieve a disciplinary action other than an adverse action (removal, suspension for more than 14 days, furlough without pay, reduction in grade or pay), using the negotiated grievance procedure, the grievance must be submitted at Step 2. If, upon receipt and review of the grievance, the Step 2 Official recommends withdrawal of, or modification of the decision to the satisfaction of the grievant and the Union, the case will be forwarded to the Employer's representative (i.e., the CPAC) for concurrence. If the Employer cannot resolve the grievance in a manner acceptable to the grievant and the Union within ten workdays, the Union may refer the grievance to arbitration in accordance with the negotiated grievance procedure.

ARTICLE 22 GRIEVANCE PROCEDURE

SECTION 1. This Article provides for an orderly method for processing grievances involving the interpretation or application of this Agreement. It is the sole procedure to be used to resolve such

grievances, except that employees who wish to process grievances on matters arising under this Agreement without intervention by the Union may do so provided (a) the grievant represents himself, (b) the adjustment of the grievance is not inconsistent with the terms of this Agreement, and (c) the Union is given the opportunity to be present at the adjustment, including all formal meetings and hearings held in connection with the grievance, and the Union is provided a copy of the written decision if one is made. Actions for which statutory appeal procedures exist must be processed under those procedures.

SECTION 2. A grievance as used in this Agreement means any complaint--

- a. by any employee concerning any matter relating to the employment of the employee;
- b. by any labor organization concerning any matter relating to the employment of any employee;
- or
- c. by any employee, labor organization, or agency concerning--

- (i) the effect or interpretation, or a claim of breach, of a collective bargaining agreement;
- or
- (ii) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment; but does not include:

- 1. any claimed violation of subchapter III of Chapter 73 of Title 5 United States Code;
- 2. matters concerning retirement, life insurance or health insurance;
- 3. a suspension or removal under Section 7532 of Title 5 United States Code;
- 4. any examination, certification, or appointment;
- 5. any classification of any position which does not result in the reduction in grade or pay of an employee;
- 6. matters for which there is a statutory appeal right under Title 5 U.S.C. Sections 4303(e) and 7701;
- 7. the merit of the removal of an employee during the probationary period;
- 8. agency investigations into loss or damage to government appropriated and nonappropriated fund property;
- 9. management's right to determine performance standards and identify critical elements;
- 10. matters concerning discrimination which may be raised under the procedures of Title 29 Code of Federal Regulations, Part 1613;
- 11. non-selection for promotion from a group of properly ranked and certified candidates.

SECTION 3. Nothing in this Agreement shall be interpreted to require the Union to represent an aggrieved employee in processing his grievance under this procedure, or to continue to represent him, if the Union considers the grievance to be invalid, without merit, or not based upon the interpretation or application of this Agreement. Disagreements on whether or not a grievance is subject to the negotiated grievance procedure, or to arbitration under this Agreement, shall be referred to arbitration.

SECTION 4. If the employee grieving does not desire intervention of the Union, he must so state in writing to the supervisor with whom he meets in Step 1 and the Chief Steward or Steward, before discussing his grievance. The supervisor will contact the Chief Steward/Steward and inform him of the pending grievance, and arrange for the grievant to meet with the Chief Steward/Steward to confirm his decision that he does not want the Union to represent him. The Chief Steward/Steward shall give written confirmation that it is understood that the employee elects not to be represented by the Union. A copy of this written confirmation shall be furnished to the supervisor by the Chief Steward/Steward. In such cases, the Union Representative or Steward designated in Steps 1 through 3 shall be the Union observer rather than a representative of the grievant. The Union observer will not participate in the proceedings, but will only observe that the limits of this Article and that the adjustment, if any is consistent with the terms of this Agreement. The Union will be provided a copy of the written decision on the grievance, if one is issued.

SECTION 5. Where two (2) or more employees from the Unit share an identical grievance and desire to be represented by the Union, the Union will select one individual case for processing under the procedures specified in this Article, with the understanding that the decision on that case selected shall be binding on the other individual case(s).

SECTION 6. Should any matter arise which relates to a provision in the Agreement which makes reference to published policies or regulations outside the administrative discretion of the Employer, to published policies and regulations of the Department of the Army or of the Department of Defense, provisions of law, or regulations of appropriate authorities outside the DoD, and the interpretation of such referenced material is essential for fair and just resolution of the matter, the following procedure shall be used:

- a. When a question involves the interpretation of published policies or regulation of the Department of the Army or are otherwise outside the administrative discretion of the Employer, it shall be referred to the appropriate major command or to the Department of the Army by either or both parties for interpretation. On singular referrals, a copy shall be provided to the other party.
- b. When such questions involve the interpretation of Department of Defense or higher authority regulations, it will be referred to the Department of the Army, which will be requested to obtain an authoritative interpretation.
- c. If, after receipt of the interpretation, the grievance remains unresolved, the grievance may then be processed under the negotiated grievance procedure outlined in this Article. The interpretation of published policies or regulations shall remain binding on the parties and on the arbitrator, should the grievance progress to that point.
- d. Both the Union and the Employer desire that such requests for interpretation will be responded to in a timely and expeditious manner.

SECTION 7. Grievances regarding interpretation and application of this Agreement may be processed by either the Union or the Employer through this procedure. However, discussion at Step 1 shall be initiated only by the Directing Business Representative or the Director of the Civilian Personnel Advisory Center. Requests for the Step 1 discussion by the Union will be made through the Director of the Civilian Personnel Advisory Center. Requests for Step 1 discussion by the Employer will be made through the Directing Business Representative of the Union.

SECTION 8. The following procedure will be utilized when an employee elects to seek resolution of his grievance:

Step 1. Within 21 days after the employee became aware of the matter giving rise to the grievance, the affected employee, and if the employee so elects, his/her assigned Steward, shall discuss the matter with the employee's immediate supervisor, advising the supervisor that the discussion is the first step of the grievance under the negotiated grievance procedure. In cases where the grievance involves the immediate supervisor, the grievance shall be presented to the next higher level supervisor. The supervisor shall promptly conduct an investigation of the matter. In the event the grievance is not within the authority of the supervisor to resolve, the supervisor will advise the grievant and his representative of this fact and as soon as practicable, or no later than 10 days, arrange through appropriate management channels, an appointment with the management official who has authority to resolve the grievance. Within 10 days after the grievance has been presented to the appropriate supervisor or management official, the appropriate supervisor or management official shall render his decision orally to the employee and his assigned Steward, briefly summarizing the grievance, the consideration accorded it, the conclusions reached, and the course of action which has been decided upon.

Step 2. Most grievances should be settled at Step 1, however, if no satisfactory settlement has been reached at Step 1, the employee and his assigned Steward may submit the grievance to Step 2. The employee and the Steward must submit the grievance in writing using the form contained in Appendix I of this Agreement to the individual who rendered the decision at Step 1 within 10 days after receipt of the Step 1 decision. That individual shall then complete the reverse side of the form within 7 days after his receipt of the form, and forward the form through appropriate management channels, including the Civilian Personnel Advisory Center, to the appropriate official reporting directly to the Commander. Within 21 days after submission of the written grievance form, designated representatives of the Employer and the Civilian Personnel Advisory Center shall meet and discuss the grievance with the employee, his assigned Steward, the appropriate Chief Steward and Union Representatives. Following this discussion, a memorandum for the record will be prepared by appropriate management officials, which summarizes the employee's grievance, the consideration accorded it, and conclusions reached. A copy of the memorandum shall be furnished to the Union not later than 10 days following the Step 2 discussion. The Union shall review the memorandum for record and, if in disagreement, will submit a brief disputing the memorandum for record to the Step 2 Official through the Civilian Personnel Advisory Center, within 10 days from the date of receipt of the memorandum for record. The Step 2 Official shall then render a decision as soon as practicable, but no later than 14 days after receipt of the total case file. Whenever the Step 2 Official denies a grievance on the basis that the corrective action sought will be unenforceable by virtue of violation of law or governing regulations of higher authority, he shall provide the Union a copy of the pertinent regulation or law upon which he based his decision.

At any time during Step 2, the parties may agree to use alternative means to resolve the dispute, to include mediation. Agreement will include the selection of mediator, content of ground rules, and payment of any fees. If mediation is used, grievance procedure time limits will be held in abeyance until mediation is complete. If mediation is not successful in resolving the grievance, the grievance will be

returned to the same point in the grievance procedure prior to mediation, and grievance procedure time limits will again apply. Proceedings before the mediator will be informal and the rules of evidence will not apply. No record, stenographic or tape recordings of the meetings will be made. The mediator's notes are confidential and their content shall not be revealed. The mediator's confidentiality will be respected and the mediator will be immune from providing testimony in any subsequent arbitration case, court proceeding, or administrative tribunal.

Step 3. If the Step 2 decision is not acceptable to the grievant, the grievant may submit the grievance to the Commander through the Civilian Personnel Advisory Center for resolution and decision. The grievance must be in writing and submitted within 14 days from the grievant's receipt of the Step 2 decision. The Step 3 Official shall attempt to resolve the grievance and render a decision regarding the issue not later than 14 days after his receipt of the case. In cases where the grievant is represented by the Union, if the Step 3 Official's decision is not acceptable to the grievant and the Union, the Union may refer the matter to arbitration in accordance with the provisions outlined in this Agreement, within 30 days of receipt of the Step 3 decision.

SECTION 9. At Step 2 of the grievance procedure consideration will be given only to those issues which were specified in writing on the grievance form. Any alteration of those issues shall remand the grievance to Step 1. The Union shall be permitted to call relevant employee witnesses and employee Union representatives, who shall suffer no loss of regular pay for so serving; the Step 2 Official may call witnesses or management representatives as deemed necessary to develop pertinent facts regarding the grievance. Upon presentation of their information, such individuals shall be excused from the meeting. The Step 2 Official will, upon request, make official records available, to the extent permitted by applicable regulations, for the purpose of substantiating or refuting the contentions of claims of either party.

SECTION 10. Employees in duty status may use reasonable amounts of official time without charge to leave or loss of pay for such purposes as securing advice on rights and privileges under governing regulations, and for obtaining such other information or assistance pertaining to the grievance as can be obtained only during the normal working hours of the installation. This may include reasonable amounts of time for the preparation of the documents necessary for presentation of the grievance at Step 2. Management reserves the right to determine the total amount and specific hours of official time which will be approved as "reasonable" under this Section. Union disputes concerning the management determination of reasonable time and specific hours may be pursued under the provisions of this Article.

SECTION 11. If the grievant resigns, dies, or is separated other than for removal for cause by an action before a final decision is reached on a grievance being processed, and no compensation issue is involved, action will be stopped with the concurrence of the Union and all interested parties will be notified of the conditions under which the case is being closed without decision. A copy of this notification will be made a part of the case record.

SECTION 12. It is agreed that when a grievance is settled at any step or withdrawn, it will be settled or withdrawn in its entirety, and no further action shall be taken regarding the grievance. However, if the resolution of the grievance is not in accord with this Agreement, the Union may pursue this issue as a Union grievance.

SECTION 13. Grievances based on disciplinary action involving proposed notice and notice of decision under Article 21 of this Agreement shall be submitted at Step 2 of this procedure. In that case, the employee's request will be in writing, but need not be on the form at Appendix I. It will be addressed to

the appropriate Step 2 Official, through the Civilian Personnel Advisory Center, to assure proper attention and necessary discussion are completed within the allotted 21 days. If the grievance is not resolved, the union may invoke arbitration within 30 days of receipt of the Step 2 decision or the employee may file the grievance at Step 3 of the grievance procedure within 14 days of receipt of the Step 2 decision.

SECTION 14. The time limits provided for in this Article should be met unless there are persuasive reasons for not doing so. In such a case, it is the responsibility of the parties to reach a mutually agreeable decision regarding an extension of the time limit provided.

ARTICLE 23

ADVERSE ACTION APPEALS

SECTION 1. Adverse actions (removal, suspension for more than fourteen days, and furlough without pay) are appealable to the Merit Systems Protection Board (MSPB) and are not subject to the negotiated grievance procedure.

SECTION 2. Prior to initiating a notice of proposed adverse action against an employee (as defined in 5 CFR Part 752) for reasons of misconduct, delinquency, unsatisfactory performance of duties, or for other cause personal to the employee, the supervisor initiating the proposed action will meet with the employee and his representative, if any, to discuss the reason(s) for proposing the adverse action. The employee will be informed at this meeting of his right to obtain a representative of his choice. If representation is unavailable, further discussion will be deferred a reasonable time until the employee can obtain such representation. The employee or his representative, upon request, will be allowed to have the same number of persons present during the discussion as are present for management.

SECTION 3. Notices of proposed action will advise the employee of his right to reply, orally or in writing or both; of his right to representation in making such a reply; to review all available evidence which supports the proposed adverse action to the extent permitted by regulations; and the location where the employee and/or his representative may review the material upon request.

SECTION 4. When an employee expresses a desire to reply in person, he and his representative, if any, will be provided a reasonable amount of official duty time to be heard. When an employee expresses a desire to reply in writing, the employee will be provided a reasonable amount of official duty time in order to prepare his written reply.

SECTION 5. Adverse action shall be taken against an employee only for justifiable cause, and the penalty imposed will be that which can reasonably be expected to correct the affected employee and/or maintain discipline and morale among other employees.

SECTION 6. A notice of decision to effect an adverse action will advise the employee of his right to appeal the action and of the right of the employee or his representative, to the extent permitted by regulations, upon, request, to review all available evidence which supports management's decision.

SECTION 7. If a hearing is held regarding an appeal from an adverse action which concerns an employee in the Unit, the Union will be notified of the time and location of the hearing. The Union will

be afforded the opportunity to submit a request to the appropriate hearing examiner to allow for the attendance of a Union observer at the hearing.

SECTION 8. Employees and their representatives who are employees of the Department of the Army, may, if otherwise in a duty status, use reasonable amounts of official time without charge to leave or loss of pay for the purpose of preparing and participating in the personal presentation of an appeal, including any hearing held in connection therewith, in accordance with applicable regulations.

ARTICLE 24 ARBITRATION

SECTION 1. Arbitration may be invoked in order to assist in the resolution of a grievance processed in accordance with Article 22 of this Agreement. Such grievances may be submitted for arbitration only by the Employer or the Union. Arbitration will not include interpretation of published policies or regulations of Department of the Army, Department of Defense, provisions of law, or regulations of appropriate authorities outside the Department of Defense. An Arbitrator's decision shall limit itself to only such matters and issues as are properly grievable in accordance with Article 22.

SECTION 2. Within ten workdays from the date of receipt of a request for arbitration, the parties shall meet for the purpose of agreeing on the selection of an Arbitrator. If agreement cannot be reached within five workdays, the parties may submit a request to the Federal Mediation and Conciliation Service, to furnish a list of five individuals within the State of Hawaii who are qualified to act as Arbitrators. The parties shall meet within five workdays after receipt of such list. If the parties cannot mutually agree upon one of the listed Arbitrators, the Employer and the Union will each strike one Arbitrator's name from the list of five and repeat this procedure. A flip of the coin will decide which party shall initially strike the first name from the list. The remaining name shall be the duly-selected Arbitrator.

SECTION 3. The fee and expenses of the Arbitrator shall be borne equally by the Employer and the Union, provided such fee and expenses do not exceed the maximum authorized under Department of the Army regulations. Any necessary per diem and travel expenses which are payable will be paid at the maximum rate authorized by the Standardized Government Travel Regulations. It is understood that, as a general rule, Arbitrators take their own notes and do not require a stenographic or other record of the proceedings. However, should the Arbitrator require an electronic recording, the Employer shall provide the necessary equipment therefor. The parties also agree to equally share the expenses of any services mutually agreed upon by the parties in connection with the arbitration proceedings.

SECTION 4. The arbitration hearing shall normally be held during the regular duty hours of the normal basic workweek. Employees who participate in the hearing shall be excused from duty without loss of pay or charge to leave.

SECTION 5. The Arbitrator will be requested to render his decision to the Employer and the Union in writing not later than thirty calendar days after the conclusion of the hearing, unless the parties agree otherwise. The Arbitrator's award will include a statement showing the basis for his decision. The Arbitrator's decision shall be binding upon the parties, except that either party may file exceptions to the award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

SECTION 6. In arbitrating a grievance, the Arbitrator may not add to, subtract from or modify the terms of this Agreement. No grievance will be submitted to arbitration where the implementation of any Arbitrator's award favorable to the Union or the employee would be unenforceable by virtue of a violation of law or governing regulations.

SECTION 7. Following the selection of an Arbitrator and his acceptance, the parties will prepare and submit a joint letter to the Arbitrator. The letter shall present in question form the matter on which arbitration is sought including the specific contract provisions which are alleged to have been violated. The Arbitrator will also be provided a copy of the grievance case file. If agreement is not possible, each party must state, in writing, the issue as he sees it, including the specific provision of the contract which he believes to have been violated or which he believes supports his position. Each party will then submit his statement separately to the Arbitrator and provide a copy to the other party. In considering any case submitted under the provisions of this agreement, the Arbitrator shall be limited to the specific issue jointly submitted by the parties and to the evaluation of the testimony, evidence, and arguments presented for the purpose of determining whether the action taken was reasonable or warranted or whether it was arbitrary or an abuse of discretion. An Arbitrator shall not change, modify, alter, delete, or add to the provisions of this Agreement. This is the prerogative of the parties to this Agreement.

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

SECTION 9. It is agreed that all time limits prescribed in this Article may be extended by mutual consent of the parties. Such extension shall be in writing and duly executed by the parties.

ARTICLE 25

SAFETY, HEALTH, AND ON-THE-JOB INJURY

SECTION 1. The Employer will continue to make every reasonable effort to provide and maintain safe and healthy working conditions and to comply with applicable Federal, state, and local laws and regulations. Each supervisor will promptly initiate appropriate action to correct any unsafe or unhealthy condition(s) which is reported to or observed by him. Whenever a supervisor cannot correct an unsafe condition, he or she will promptly notify appropriate authority. The Employer will welcome suggestions from employees which offer practical and economically feasible ways of improving unsafe and unhealthy conditions.

SECTION 2. The Union recognizes that observing safe work practices and wearing and using prescribed protective clothing and equipment is primarily the responsibility of each employee. So that safe working conditions may be maintained, the Union agrees to encourage all employees to observe safe work practices and wear protective equipment furnished and/or prescribed by the Employer while performing assignments. Employees are also encouraged to promptly correct or report to the appropriate supervisor, any unsafe condition(s) or practice(s).

SECTION 3. Employees who, during their employment, are assigned to an occupation or duty which is potentially hazardous to health, shall be given periodic medical examinations as listed in applicable regulations or instructions.

SECTION 4. The Employer agrees to notify the appropriate Steward or the Union of all reported job occurred, loss-time accidents involving employees of the Unit. No employee who has suffered a disabling injury shall return to duty until medical authorities, approved by or acceptable to the Employer, declare him fully capable of performing his duties or other appropriate work.

SECTION 5. When an employee is injured on the job, he/she will report the injury as soon as practicable. The employee and the appropriate supervisor will take prompt action to assure the proper forms, e.g., CA-I and CA-16, are filled out. If the employee is hospitalized as a result of an on-the-job injury, the Employer will assure, to the extent practical, that the employee is advised of his rights under the provisions of the Office of Workers' Compensation Program, and assist the employee in filing a claim, if the employee so desires. The employee may request a representative of his own choosing be present prior to signing any compensation forms.

SECTION 6. The Employer will take appropriate action to secure 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. Transportation may be provided by utilizing Government, public, or private transportation. Determination of the appropriate means of transportation rests with the Employer.

SECTION 7. When an employee is injured on the job, he will normally be examined in Government facilities and by United States Medical Officers until such time as he is properly released to return to duty or directed by the medical officer for treatment by other medical authorities in accordance with applicable regulations.

SECTION 8. The Union joins the Employer in support of the Employer's program for Alcohol and Drug Abuse, available to civilian employees. A wholly voluntary and confidential program, the Union agrees to encourage its use by employees whenever circumstances indicate the possibility of assistance.

SECTION 9. Employee records will be maintained in accordance with Part 70 and Part 70a of Title 29 of the Code of Federal Regulations and other applicable regulations.

ARTICLE 26

ENVIRONMENTAL DIFFERENTIAL PAY

SECTION 1. The Employer will continue to strive to eliminate or reduce to the lowest practicable level, hazards, physical hardships and working conditions of an unusual nature. When such action by the Employer does not overcome the unusual nature of the hazards, physical hardship, or working conditions, the payment of environmental differential will be determined pursuant to Section 2, below.

SECTION 2. When the Union determines that a work situation within the Unit may warrant coverage under one or more of the payable categories as set forth in local published policy, the Union will notify the Employer verbally and confirm in writing, specifying: (a) the title and location of the position(s), and (b) the nature of the exposure so as to show clearly that the hazard, physical hardship, or working condition which results from the exposure, is of an unusual nature and is not practically eliminated by safety procedures and devices required by the Department of the Army Safety or Occupational Health Programs. The Employer will determine whether or not the work situation warrants coverage. This determination and the reasons therefor will be furnished to the Union, in writing, normally within sixty (60) workdays after receipt of the Union's notification.

SECTION 3. Supervisors, upon request by an employee, will make available local published policy which outlines situations which warrant coverage under payable categories. After review, if the employee believes that his work situation warrants payment of an environmental differential he will call the matter to the attention of his immediate supervisor. The supervisor will refer the matter through appropriate channels for a determination.

SECTION 4. Amendments to categories in Appendix J, in the form of additions or deletions, may be submitted by the Union through its International Headquarters to the Office of Personnel Management. Upon submission of such a request by the Union, the Employer will be furnished a copy of the request.

SECTION 5. The Employer agrees to inform the Union of any position within the Unit which has been designated as meeting the requirements for approval of payment of Environmental Differential Pay.

SECTION 6. The Employer agrees to provide the Union a copy of current local policy which outlines categories and local procedures governing the Environmental Differential Pay Plan.

SECTION 7. Notification will be posted, on official bulletin boards within the Unit, of positions which have been approved for payment of Environmental Differential Pay. The listing will include the job description number, title, code and grade, the organizational element, the approved category, and the work situation.

ARTICLE 27 PUBLICITY AND FACILITIES

SECTION 1. The Employer agrees to make available facilities including utilities, except long distance telephone service, for meeting from time to time with employees of the Unit outside regular working hours, on a space available basis. The Union agrees that the use of such facilities is subject to normal housekeeping and security requirements. Normally, a request by the Union to use the Employer's facilities will be made in writing and must be received by the Employer not less than two weeks in advance of the requirement. The request shall also contain alternate dates that would be acceptable, and name the individual who will be responsible for compliance with housekeeping and security requirements.

SECTION 2. The Employer agrees to reserve space of not less than 18" x 24" on bulletin boards in the Unit for the posting of Union notices and similar informational material. The distribution, posting, and removal of Union material by employees in the Unit shall be accomplished outside of regular working

hours. Union literature to be posted or distributed in restricted work areas must be accomplished only by individuals authorized to enter such facilities. The Union agrees that the Employer's equipment and materials will not be used by Union representatives or members of the Unit for distribution, preparation, or duplication of Union literature. All literature posted on bulletin boards within the Unit must be of direct concern to employees covered by this Agreement, and must not contain anything that would imply the material has been sponsored or endorsed by the Employer.

SECTION 3. The Union agrees that any literature posted or distributed cannot: (a) contain scurrilous or libelous material or (b) violate any law, applicable provisions of this Agreement, or the security of the Employer. Violations of this provision may be grounds for revocation of this privilege. The Union shall be considered responsible for the contents of literature distributed.

ARTICLE 28 GENERAL PROVISIONS

SECTION 1. The Employer and the Union encourage all employees in the Unit to participate in the Suggestion and Energy Conservation Programs. It is the desire of the Employer and the Union that all beneficial suggestions and cost reduction ideas be processed in a timely and expeditious manner.

SECTION 2. The Employer agrees that upon request by an employee, supervisors will initiate action to permit the employee the opportunity to discuss a decision concerning the approval or disapproval of the employee's suggestion. At such a discussion, the employee may present additional information, and if facts warrant favorable consideration to the employee, positive action will be taken by appropriate management officials to satisfy the employee if within the discretion of the Employer. The employee may be accompanied by his or her Union steward during the discussion.

SECTION 3. The Union recognizes that the granting of Incentive Awards to employees is within the sole discretion of the Employer. However, if the employee questions the Employer's action or failure to act in considering the employee for a particular award, the employee will be given an opportunity to confer with appropriate management officials to present his or her views and additional facts, if any. The employee may be accompanied by her or his assigned steward at such a discussion, if the employee so desires. The Employer further agrees that if facts brought out during the discussion or immediately thereafter warrant favorable consideration to the employee, positive action will be taken to satisfy the employee if within the discretion of the Employer.

SECTION 4. Upon request by the Union, the Employer agrees to furnish the Union a complete, up-to-date personnel listing which includes all employees in a unit. Such listing shall include the name, grade, and occupational code of each employee.

SECTION 5. In order to assure the Union's cognizance of local policies and regulations governing Civilian Personnel Administration, the Employer agrees to include the Union in its initial distribution and changes thereto of such issuances by Headquarters, U.S. Army Garrison, Hawaii.

SECTION 6. Copies of this agreement will be furnished by the Employer to all Unit employees, and to the Union officials who are responsible for administering the Agreement.

SECTION 7. The Employer agrees that each newly assigned employee in the unit shall be informed of the Union's status as exclusive representative during that employee's orientation by his immediate supervisor.

SECTION 8. Depending on the nature of the handicap, special consideration will be given to the assignment of a reserved parking space, when available, for use by a handicapped employee.

SECTION 9. Employees may be required, on occasion, to travel in the performance of their official duties. When such travel is necessary, it will be performed under procedures prescribed by pertinent regulations. Travel allowances, including mileage allowances, and per diem will be paid when authorized in accordance with regulations.

SECTION 10. The Employer and the Union realize that not infrequently after an agreement similar to this Agreement has been executed, one party hereto will contend that the other party has at some time during the term of the Agreement orally agreed to amend, modify, change, alter, or waive one or more provisions of the Agreement, or that by action or inaction of such party, the Agreement has been amended, modified, changed or altered in some respect. With this realization in mind, and in order to prevent such contention being made by either party hereto, insofar as this Agreement is concerned, the parties have agreed and do hereby agree that no provisions of term of the Agreement may be amended, modified, altered, or waived except by a written document executed by the parties hereto.

ARTICLE 29

VOLUNTARY ALLOTMENT OF DUES

SECTION 1. This article applies to all eligible nonsupervisory graded and ungraded employees (including part-time employees who have permanent status), for which the Union has been granted exclusive recognition.

SECTION 2. The Employer agrees that payroll deductions for payment of labor organization dues may be made from the pay of employees who voluntarily request such deductions and who are bona fide members in good standing of the Union. The Employer and the Union shall be governed by provisions of this Agreement; the Civil Service Reform Act of 1978; and OPM, DOD and Department of Army regulations and directives.

SECTION 3. Any employee in the Unit desiring to have his or her Union dues deducted from his or her pay may, at any time, complete and sign the appropriate portions of Standard Form No. 1187 (Rev. Jan 79) "Request for Payroll Deduction for Labor Organization Dues".

Section A of the form shall be completed and certified by the authorized Administrator of this Agreement or his designee, and forwarded to the CPAC to be received no later than 12:00 noon on the last Monday preceding the pay period during which the initial deduction is to be made. The CPAC will certify the form and process it within enough time to reach DF AS by the next pay period. An employee may not request deduction from his or her earnings of dues to more than one labor organization.

SECTION 4. Deductions will be made each biweekly pay period. The amount to be deducted will be computed by multiplying the employee's regular monthly dues by twelve (12), dividing the result by

twenty-six (26) and rounding to the next higher cent. No deduction for dues will be made for any period in which the employee's earnings after other deductions are insufficient to cover the full amount of the allotment for dues.

SECTION 5. The Finance and Accounting Office will provide the Union with a list showing the names of the employees for whom deductions have been made, the amount deducted for each employee and the gross amount of dues remitted for the pay period in question.

SECTION 6. Employees may request revocation of union dues deduction at any time by completing and submitting to CPAC Standard Form 1188 (Rev. Jan 79) "Cancellation of Payroll Deduction for Labor Organization Dues". An employee who initiates dues deduction and requests revocation of the deduction within the initial year, will have his or her revocation take effect on the first pay period beginning on or after the first anniversary of the date the dues deduction went into effect. An employee who completes the initial one-year period and requests revocation of union dues deduction will have the revocation take effect on the first pay period beginning on or after 1 March following submission of the request. Requests for revocation must be received by CPAC no later than 12:00 noon on the last Monday preceding the first anniversary date or 1 March, as appropriate.

SECTION 7. All deductions of union dues provided for in this Memorandum of Agreement shall be automatically terminated in the event of loss of exclusive recognition by the Union or if the dues withholding agreement is terminated or ceases to be applicable to the employee. This includes automatically terminating an individual allotment for dues withholding when the employee leaves the Unit.

SECTION 8. The Union agrees to give prompt written notification to the CPAC in the event an employee participating in the dues deduction program is suspended or expelled from his or her local union, in order that the Finance and Accounting Office may terminate the employee's allotment for dues.

SECTION 9. The Union shall be responsible for purchasing Standard Form 1187 and making it available to the members and shall insure that the forms are properly completed and certified before transmitting them to the CPAC. The Union recognizes its responsibility for insuring that the members are fully informed and educated concerning the program for payroll deduction of Union dues, its voluntary nature and availability of Standard Form 1187.

SECTION 10. The Union shall furnish to the Employer the membership dues established by the Union with the name(s) and signatures(s) of Union official(s) designated to certify Section A of Standard Form 1187. The Union shall be responsible for giving the Employer prompt written notification of any changes in this information. Changes in the amount of labor organization dues for payroll deduction purposes shall not be made more frequently than twice each twelve (12) months.

ARTICLE 30 DURATION OF AGREEMENT

SECTION 1. After approval by the Commander, this Agreement shall be subject to the review of the Department of Defense for legal, regulatory, and negotiability compliance. The review will be completed within 30 days from the date of the Agreement's execution. Should the review reveal any violations, the Employer will notify the Union of the violation and the two parties will take whatever appropriate

corrective action they may agree upon. This Agreement shall take effect and shall be binding on the parties hereto on the date of approval and shall remain in full force and effect for three (3) years from the date of post audit approval. This Agreement shall be extended from year to year thereafter unless either party shall notify the other party in writing no more than 105 days nor less than 60 days prior to the termination of the initial three-year period, or the anniversary date each year thereafter, of that party's desire to terminate or renegotiate this Agreement. In each case that the Agreement is renegotiated, or extended, it must be brought into conformance with existing published policies and regulations of the Department of the Army, Department of Defense, regulations of other appropriate authorities, and applicable laws.

SECTION 2. In the event either party provides notice to terminate or renegotiate this Agreement in accordance with Section 1 of this Article, the parties agree to commence negotiations, including ground rules, of a new Agreement, within 60 calendar days after receipt of the notice and accompanying proposals. This Agreement will remain in full force and effect until negotiation of the new Agreement is completed and approved by the Department of Defense, provided the current Agreement shall not exceed three years in total duration. If the parties are unable to complete such renegotiation by the termination date of this Agreement as a result of pending third-party proceedings involving a negotiability dispute, a negotiation impasse, or a question of representation involving employees in the Unit, payroll withholding of the dues of members of the Union shall be continued until resolution of the dispute or issue, whether or not the parties agree on extending this Agreement during this period.

SECTION 3. Should any part or provision of this Agreement be rendered invalid by reason of any existing or future laws or regulation, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions herein, and they shall remain in full force and effect. When laws or Executive Orders specifically require the amendment of this Agreement, the parties will meet for the purpose of negotiating new language that will satisfy the requirements of such laws or Executive Orders. Meetings for this purpose will be initiated within thirty (30) calendar days after receipt by the Employer of Department of the Army instructions implementing such laws or Executive Orders, providing the Union is informed of the changes. Such amendments as are agreed to will be duly executed by the parties, and will become effective upon approval by the Commander, subject to postaudit review as in Section 2 of this Article.

SECTION 4. Except for reasons specified in this Article, this Agreement may be reopened for renegotiation only by mutual consent of the parties.

ARTICLE 31

MATTERS APPROPRIATE FOR CONSULTATION OR MID-AGREEMENT NEGOTIATION

SECTION 1. It is agreed that matters appropriate for mid-agreement negotiation between the parties include changes in established personnel policies, practices, and matters relating to working conditions when such policies, practices, and matters are within the discretion of the Employer, including those that the FLRA has determined are subject to consultation and, not including those matters reserved as management's rights by law, and those contained in Article 3 of this Agreement. Opportunity for midagreement negotiations will be given for all negotiable matters related to the potential impact on employees resulting from changes in established personnel policies and practices and matters affecting working conditions when not limited by the foregoing or otherwise provided for by this Agreement. The

opportunity for mid-agreement negotiations shall be met by providing the Union adequate notice (normally 5 to 10 workdays) of the proposed change, and responding in good faith to any negotiable proposal(s) they may present. The Union agrees to act in a time and manner which will not unreasonably delay agency management in instituting necessary changes, or restrict the efficient, flexible conduct of mission. The Employer agrees to permit sufficient time, between notice to the Union and the projected date of change, to carry out a reasonable exchange and consideration of proposals with the Union.

ARTICLE 32

ACCEPTABLE LEVEL OF COMPETENCE DETERMINATION

SECTION 1. Acceptable level of competence determinations will be made only on the basis of performance standards established in accordance with Article 33 of this Agreement for the position. A determination that an employee is not performing at an acceptable level of competence will not be used in lieu of disciplinary action.

SECTION 2. Upon receipt of the appropriate form from the CPAC, the supervisor will review the work of the employee and take appropriate action in accordance with applicable laws and regulations.

SECTION 3. Supervisors must advise employee(s) of his/her shortcomings and give him/her an opportunity to improve. Supervisors shall assist employees in meeting performance standards.

SECTION 4. Supervisors must maintain a record of how and when the employee fails to meet performance standards. Such records shall be provided to the employee and/or his steward if requested by the employee.

SECTION 5. The decision to grant or withhold the within grade increase to an employee must be supported by the employee's most recent performance appraisal. If the most recent appraisal does not support the decision, the supervisor shall provide to the employee, in writing, at least sixty (60) days before a final determination is made regarding a within grade increase, the following: (a) An explanation of those aspects of performance which fall below an acceptable level; (b) Advice as to what the employee must do to bring his/her performance up to an acceptable level; (c) A statement that his/her performance may not be determined as being at an acceptable level unless improvement to an acceptable level is shown; (d) A statement that he/she has a period of sixty (60) days in which to bring his/her performance up to an acceptable level.

If the employee's performance improves to an acceptable level, the sixty (60) days notice will be canceled. If the employee's performance is not at an acceptable level of competence, the Employer will notify the employee, in writing, that the within grade increase will be withheld. The notice shall include reasons for the action and shall inform the employee of his/her right to request reconsideration and the time limits to do so. If the negative determination is sustained after reconsideration, the employee will be informed in writing of his/her right to appeal the action to the Merit Systems Protection Board.

SECTION 6. If an appeal or reconsideration is in favor of the employee, the within grade increase shall be retroactive to the original effective date.

ARTICLE 33
PERFORMANCE APPRAISAL

SECTION 1. Normally, a written appraisal will be prepared for each employee at least once during each 12-month period. The performance appraisal will normally be completed by the employee's immediate supervisor who is responsible for the employee's work and who assigns, reviews and evaluates the employee's work. An employee will be appraised only by comparing performance with standards.

SECTION 2. Current performance evaluations will be made known to each employee who has at least one hundred and twenty (120) days on the job and will be discussed with each employee prior to recording.

SECTION 3. The Employer agrees that any meritorious performance recognition will be accorded solely on a merit basis.

SECTION 4. The Employer agrees to make a reasonable effort to insure that the distribution of incentive awards is accomplished in a fair and equitable manner to deserving employees, as determined by the Employer, in accordance with the objectives described in applicable local regulations.

SECTION 5. Performance standards and critical elements will be established in writing and provided to each employee. A critical element is a component of an employee's job that is of sufficient importance that performance below the minimum standard established by management requires remedial action and denial of a within grade increase, and may be the basis for reducing the grade level of that employee or removing the employee from the Federal service. Such action may be taken without regard to performance on other components of the job.

SECTION 6. Performance standards will be discussed jointly between the supervisor and the employee. However, management retains the right to determine the content of the performance standard. An employee may request a union steward or representative be present if the employee desires, at any meeting to discuss a new or revised performance standard. Performance standards must be measurable, including the extent of courtesy demonstrated to the public, if applicable, and must define the level of acceptable performance which a competent employee can be expected to achieve.

SECTION 7. The employee's signature after the review of the performance appraisal indicates that the employee has reviewed the completed appraisal record and that it has been discussed with him/her. The employee's signature shall not be taken to mean that he/she agrees with all the information or that he/she forfeits any rights of review or appeal. The employee may make comments on the appraisal form or attach them on a separate page. Employees who are dissatisfied with the official performance rating assigned to them may initiate a grievance under the negotiated grievance procedure.

SECTION 8. An employee may not be rated on a performance standard which has not previously been made known or which he or she has not had the opportunity to meet.

SECTION 9. Any changes in the official job description will be discussed by the supervisor with the employee and new performance standards reflecting the changes will be developed in accordance with the provisions of this article.

SECTION 10. Any changes to the Department of Army Performance Appraisal System will be furnished the Union upon receipt. Impact and implementation shall be negotiated with the Union, at the Union's request.

GRIEVANCE FORM
THRU: Director
Civilian Personnel Advisory Center

DATE:

TO:

1. Grievant's Name:

2. Job Title & Grade:

3. Work Section:

4. Date Submitted at 1st Step:

5. Date Grievance Occurred:

6. Date of 1st Step Reply:

NATURE OF GRIEVANCE

On the date indicated above, a grievance occurred which I presented to my supervisor. His reply was not satisfactory to me and I, therefore, irrevocably elect to pursue my grievance through Step 2 of the Negotiated Grievance Procedure. The specific violation(s) (is) (are):

FACTS SURROUNDING MY GRIEVANCE ARE:

(use additional sheets as needed)

CORRECTIVE ACTION DESIRED:

Signature of Grievant:

Signature of Steward:

APPENDIX I

SUPERVISOR'S STATEMENT

This is to certify that on _____ the grievant and his/her assigned Steward discussed the (date) grievance described on the reverse side with me. I received the grievance form on (date)

I was not able to resolve the grievance for the following reason(s):

(Use additional sheets as required)

DATE COPY FURNISHED TO GRIEVANT:

DATE COPY FURNISHED TO STEWARD:

SUPERVISOR'S SIGNATURE:

TITLE:

DATE:

SUPERVISOR'S REPORT ON STEWARD USE OF OFFICIAL TIME

Name of Steward
Unit

Department

DATE TIME LEFT
TIME RETURNED
TIME SPENT
TOTAL TIME SPENT:

Steward Verification: (Initials)
Nature of Business (Check as appropriate)
 Negotiated Grievance Procedure
 Adverse Action Appeal or Hearing
 Discrimination Procedure
 CPO-Union Meeting
 Labor Negotiations
 Other (Identify) _____

If Formal Complaint/Grievance Filed:
Case Number/Identification

Name of Supervisor Completing Form

Activity
Telephone No.

APPENDIX II