

AGREEMENT

between

UNITED STATES ARMY LAW ENFORCEMENT COMMAND, HAWAII  
(PROVISIONAL)

And

HAWAII TEAMSTERS AND ALLIED WORKERS

LOCAL 996

## INDEX

ARTICLE	TITLE	PAGE
	Preamble	x
1	Recognition and Unit Designation	x
2	Provisions of Law and Regulations	x
3	Matters Appropriate for Consultation or Negotiation	x
4	Rights of the Employer	x
5	Rights of Employees	x
6	Rights of the Union	x
7	Union Representation	x
8	Hours of Work	x
9	Overtime/Premium Pay	xx
10	Merit Promotion and Internal Placement Program	xx
11	Annual Leave	xx
12	Sick Leave	xx
13	Leaves of Absence/Other Excused Absences	xx
14	Holidays	xx
15	Job Classification	xx
16	Employee Utilization	xx
17	Safety, Health, Morale and Welfare	xx
18	Disciplinary Action	xx
19	Adverse Action	xx
20	Grievance Procedure	xx
21	Arbitration	xx
22	Training and Development	xx
23	Reduction in Force	xx
24	Performance Rating	xx
25	Acceptable Level of Competence Determination	xx
26	Voluntary Allotment of Dues	xx
27	General Provisions	xx
28	Equal Employment Opportunity	xx
29	Unfair Labor Practice (ULP)	xx
30	Duration of Agreement	xx
App I	Official Time Request/Report	xx
App II	Grievance Form	xx

PREAMBLE

This AGREEMENT is made by and between the Commander, U.S. Army Law Enforcement Command, Hawaii (Provisional), hereinafter referred to as the EMPLOYER and Local 996, Hawaii Teamsters and Allied Workers, hereinafter referred to as the UNION, and jointly referred to as the PARTIES. Whenever the masculine terms "he" or "his" are used, they are deemed to mean both genders.

WITNESSETH

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

WHEREAS, this Agreement shall establish a basic understanding relative to personnel policies, practices, and procedures, and matters affecting conditions of employment; and

WHEREAS, this Agreement shall establish a means for amicable discussion and the adjustment of matters of mutual interest and concern between the parties; 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, hereinafter referred to as the ACT, as follows:

## ARTICLE 1

### RECOGNITION AND UNIT DESIGNATION

SECTION 1. The Employer hereby recognizes the Union as the exclusive representative for all employees in the bargaining unit as set forth under Section 2 below. Such recognition shall continue as long as the Union is the exclusive representative of the employees under criteria set forth by the Federal Labor Relations Authority (FLRA), hereinafter referred to as the AUTHORITY. The Union recognizes its responsibility for representing the interests of all employees in the Unit without regard to race, color, religion, sex, age, national origin, handicapped status, or labor organization membership.

SECTION 2. This Agreement applies to employees included in the following Unit: All employees of the U.S. Army Law Enforcement Command, Hawaii (Provisional), on the islands of Oahu and Hawaii. Excluded from the Unit are all professional employees, management officials; supervisors; and employees described in Title 5, United States Code, Subsections 7112(b)(2), (3), (4), (6), and (7).

SECTION 3. Termination of this Agreement will not, in and of itself, terminate the recognition status granted to the Union, nor shall termination of this Agreement, in and of itself, automatically terminate the dues withholding provisions of this Agreement.

## ARTICLE 2

### PROVISIONS OF LAW AND REGULATIONS

SECTION 1. In the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws and Executive Orders; by published Government-wide, Department of Defense (DOD) and Department of the Army (DA) rules, regulations, and policies in existence at the time the Agreement was approved; by subsequently published rules, regulations, and policies required by law and Executive Order; and by Government-wide, DOD, or DA rules, regulations, and policies required by decisions of appropriate authorities.

SECTION 2. The Employer agrees that all employees in the Unit will be accorded equitable and uniform treatment in the application of such laws, Executive Orders, rules, regulations, and policies. Complaints and dissatisfactions with their application may be submitted for resolution under the negotiated grievance procedure contained in this 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

### MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATION

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

SECTION 2. Bargaining is subject to Federal laws (and Executive Orders), to Government-wide rules and regulations, and to agency (DOD and DA) rules and regulations, except when the Authority has determined that no compelling need exists for the agency's rules and regulations.

SECTION 3. It is recognized that this Agreement is not all inclusive. The fact that certain working conditions have not been specifically covered in this Agreement does not limit the responsibility of either party to consult and negotiate with the other on matters described in Section 1 above.

SECTION 4. 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, not including those matters reserved as management's rights by law, and those contained in Article 4 of this Agreement. Opportunity for mid-agreement 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 the Employer providing the Union notice of the proposed change with sufficient time (normally ten workdays) given the Union to review and/or comment upon the proposal, and by responding in good faith to any negotiable proposals the Union 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 Union agrees that, should it fail to submit comments and/or a request for negotiation within the prescribed time, the Employer may then proceed to implement the proposal without obligation to negotiate, the Union having waived that right. The Employer agrees to commence negotiations normally within ten workdays following receipt of comments and/or a request to negotiate from the Union. Upon receipt of comments and/or a request

to negotiate from the Union, the Employer agrees that implementation of any proposed change in personnel policies, practices, and procedures, and/or working conditions will normally be held in abeyance until the parties have had an opportunity to negotiate and/or reach impasse.

SECTION 5. Service of any notice given under this Agreement shall be deemed to have been made:

a. Upon the Union when facsimiled or mailed first-class, postage prepaid to the Union, 904 Kohou Street, Suite 102, Honolulu, Hawaii 96817; and/or

b. Upon the Employer when facsimiled or mailed first-class, postage prepaid to the Employer in care of the Civilian Personnel Office, Hawaii, Fort Shafter, Hawaii 96858-5000.

## ARTICLE 4

### RIGHTS OF THE EMPLOYER

SECTION 1. The Employer retains the right, power, and authority to manage its operation to the extent not inconsistent with any Federal law, the Civil Service Reform Act as amended, and the terms of this Agreement. This shall include the right to:

- a. Determine the mission, budget, organization, number of employees, and internal security practices of the Employer;
- b. Hire, assign, direct, lay off, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
- c. Assign work, make determinations with respect to contracting out, and determine the personnel by which operations shall be conducted;
- d. With respect to filling vacant positions, to make selections from among properly ranked and certified candidates for promotion or from any other appropriate source; and
- e. To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

SECTION 2. The right to make reasonable rules and regulations relating to personnel policy, practices, and working conditions shall be considered an acknowledged function of the Employer. However, the Employer shall have due regard for the obligation to consult and negotiate with the Union as required by applicable law, including the Civil Service Reform Act as amended. Nothing in this Agreement shall preclude the Employer and the Union from consulting with and 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 subject matters shall be at the election of the Employer pursuant to Federal statute.

Section 3. The Employer and the Union may negotiate:

- a. Procedures which management officials of the Employer will observe in exercising any authority under this section; or
- b. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

## ARTICLE 5

### RIGHTS OF EMPLOYEES

SECTION 1. An employee has the right and is protected in the exercise of such right, freely and without fear of penalty or reprisal, to form, join, and assist any labor organization meeting the requirements set forth under the Civil Service Reform Act as amended, or to refrain from any such activity. Except as expressly limited or 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; and
- c. To individually or collectively petition Congress or a member of Congress.

SECTION 2. It is further agreed and understood between the parties that the rights described in Section 1 above 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 or restricted by law or with the official duties of an employee.

SECTION 3. The Employer and the Union agree to take reasonable action to assure that:

- a. Employees are fully apprised of their rights under this Article.
- b. There is no interference with, restraint, or coercion in the exercise by the employee of any right under this Agreement or the Civil Service Reform Act as amended; and
- c. The Employer will assure that 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. An employee also has the right to exercise grievance or appellate rights established by law, regulation, or this Agreement, and to have a Union representative in a grievance or appeal consistent with Title 5,

United States Code, Subsection 7114(a)(5). 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 this Agreement shall require an employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

SECTION 6. Employees will be advised by annual posting of their entitlement to request Union representation in cases where the employee has reason to believe the result of interrogation or other examination by a representative of the Employer may lead to the initiation of disciplinary action against the employee.

SECTION 7. An employee, upon written and/or verbal request to the Employer, will be permitted access to the contents of his unofficial personnel folder maintained at his duty location. Upon an employee's written request for access to his Official Personnel Folder (OPF), the Employer agrees to forward such request to the OPF record holder for action. While the parties understand that the Employer has no control over the OPF record holder or the length of time it may take for the request for access to be granted or in what manner the contents of the OPF may be disclosed, the Employer agrees to renew efforts on behalf of the employee to access the OPF if such access is not granted by the record holder within a reasonable period of time (normally 30-60 calendar days after the request was forwarded). The employee will be responsible for reminding the Employer if/when the designated time frame is exceeded so that the Employer can initiate follow-up request(s) with the OPF record holder.

SECTION 8. The parties being aware of a mutual need for the maintenance of good and timely communications between employees and non-represented supervisors, the Employer agrees that in accordance with applicable laws, rules, regulations, and the terms of this Agreement, an employee will be provided upon request a copy of any records and documents which have a direct bearing on a proposed administrative disciplinary action which could adversely affect his employment status or working conditions.

## ARTICLE 6

### RIGHTS OF THE UNION

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

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

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

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

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

(2) The employee requests representation.

SECTION 3. Unless otherwise provided for in this Agreement, the Union's right to be present does not extend to:

a. Informal discussions between an employee and the non-represented supervisor; or

b. Staff meetings; or

c. Discussions of performance-related matters, including objectives, mid-year reviews, and appraisals; or

d. Discussions with an employee regarding methods and procedures for performance improvement; maintaining proper conduct and decorum; and giving advice, direction, guidance, and instruction.

SECTION 4. Upon written request and to the extent permitted by security requirements, the Union will be provided access to and/or copies of laws, rules, regulations, local policies and procedures, and/or other documents covering personnel policies, practices, and matters affecting working conditions of employees of the Unit which are in the possession of or obtainable by the Employer and that will assist in resolving issues raised pertinent to provisions contained in this Agreement. The Union agrees that it will be responsible for any publishing and/or duplication costs associated with requests made under this Section when requested to do so by the Employer.

## ARTICLE 7

### 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 Assistant Business Agents, Stewards, and/or Alternate Business Agents and Stewards duly designated by the Union. For purposes of this Agreement:

a. The terms "Assistant Business Agent" and "Steward" is a member of the Unit who is either appointed or elected to represent the Union consistent with the provisions of this Agreement and applicable statute.

b. The term "Union Representative" is a paid official of the Union who is authorized to represent the Union at large.

SECTION 3. The Union shall designate four assistant business agents, one each for the three organizational elements of the Employer on the Island of Oahu and one for the organizational element of the Employer on the Island of Hawaii. The Union may also designate four stewards, one for each of the Employer's organizational elements. For purposes of this Agreement, organizational elements of the Employer are:

a. Waianae Army Recreation Center.

b. Fort DeRussy/Fort Shafter.

c. Schofield Barracks.

d. Pohakuloa Training Area.

e. If new organizational elements are created by the Employer during the life of this Agreement, it is understood that the parties will negotiate over the number of assistant business agents and stewards that may be designated by the Union for any such newly-created organizational elements.

SECTION 4. Assistant business agents and stewards shall be employees of the organizational element which they represent. Each assistant business agent and steward's activities will be restricted to one of the organizational elements defined in Section 3 of this Article, and he will represent only those employees assigned to that organizational element. However, alternate assistant business agents and/or stewards will be appointed when necessary to serve in the absence of the designated assistant business agent or steward.

SECTION 5. Insofar as possible, no more than one assistant business agent or steward shall present a matter for discussion with a management official or non-represented 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 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 organizational element 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 assistant business agents and stewards to use no more official time than is necessary when conducting appropriate business within the scope of this Agreement during duty hours. The Employer agrees to grant a reasonable amount of time, without loss of pay or benefits, to permit the recognized assistant business agents or stewards who are employees of the Employer to carry out their representational duties and responsibilities within the organizational element of the Unit each represents. Official time shall be granted 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 non-represented supervisory management officials on a formal or informal basis to discuss other matters of mutual concern to the parties.

SECTION 8. The Union agrees that official time granted under Section 7 of this Article 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, and/or campaigning for elective office in the Union; the distribution of literature; or other matters of like nature.

SECTION 9. Requests for authorization to leave the job and for time allowed to conduct labor-management business will be made in advance and in writing by the assistant business agent, steward, and/or employee to his immediate non-represented supervisor using the Official Time Request/Report form at Appendix I of this Agreement. If the non-represented supervisor is unavailable, authorization to leave the job shall be requested from the next higher level of supervision. Should a request to leave the job and for time allowed be denied, the requester will be informed of the reason for such denial, and when he can reasonably expect to be released. The Employer agrees that it will not unreasonably withhold its authorization when proper application is made. Upon completion of this business, the assistant

business agent, steward, and/or employee will return to his immediate work assignment and inform his immediate non-represented supervisor of his return. Contacts between employees, assistant business agents, and/or stewards will normally take place in the immediate vicinity of the employee's work area.

SECTION 10. Labor-management business will normally 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.

SECTION 11. All parties 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 based on mission and work requirements, the Employer agrees that official time may be granted to assistant business agents and/or stewards to attend Union-sponsored training which is of mutual concern and benefit to the Employer and Union. The amount of official time granted by the Employer for this purpose will not exceed a block of 80 hours total per calendar year. The Union agrees that no more than three assistant business agents and/or stewards will be permitted to be away on official time for training purposes at any one time. The Union also agrees to limit the amount of official time for training purposes used by any one assistant business agent or steward to a maximum of 40 hours total per calendar year. At least 20 calendar days before commencement of training, a request for official time for training purposes will be submitted by the Union to the Employer which identifies the assistant business agent(s) and/or steward(s) for whom the official time is being sought. A training schedule and the subject matter to be covered will be included with the request. Subject to the foregoing, the Employer will not unreasonably withhold its approval for such requests when proper application is made by the Union.

SECTION 13. Assistant business agents and stewards will not be discriminated or retaliated against, or transferred from one work shift or work site to another because of their participation in or activity on behalf of legitimate Union business. To the extent permitted by mission requirements, the Employer will give stewards as much advance notice as possible when changing their work shift, work site, or workweek subject to negotiation with the Union. For purposes of this Section, "work site" means an organizational element of the Employer as set forth under Section 3 of this Article.

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 Employee Relations Specialist or Labor Relations Advisor of the Civilian Personnel Office and the concerned Union representative.

SECTION 15. For Police Officers, the Employer will inform the Union of the new employee orientation conducted during initial police training. For all other employees in the Unit, 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 assistant business agent, steward, and/or alternate assistant business agent or steward, as applicable.

SECTION 16. The Employer agrees to provide a bulletin board of up to 3' x 4' in the duty area of each of its organizational elements as set forth under Section 3 of this Article 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, during their non-duty time. 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.

SECTION 17. The Union shall be considered responsible for the contents of all literature posted or distributed by its representatives. In addition, the Union shall be responsible for the maintenance, appearance, and upkeep of the bulletin boards. Literature posted on bulletin boards or distributed within the Unit must reasonably pertain or be of information to employees covered by this Agreement, and must not contain anything that would imply the material has been sponsored or endorsed by the Employer. 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.

Any alleged violation of this provision shall be called to the attention of the Union for corrective action.

SECTION 18. The Employer agrees to make available facilities, including utilities but excepting long distance telephone service, for meetings 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.

## ARTICLE 8

### HOURS OF WORK

SECTION 1a. (Pertains to all employees except Police Officers assigned shift work.) The basic tour of duty for all employees, except Police Officers assigned shift work, will normally consist of a 40-hour workweek spanning five consecutive eight-hour days, Monday through Friday, excluding not less than a 30-minute unpaid meal period each day. Two consecutive days off falling on Saturday and Sunday will normally be provided.

b. (Pertains to Police Officers assigned shift work on the Island of Oahu.) The basic tour of duty for Police Officers assigned shift work on the Island of Oahu will normally consist of a 40-hour workweek spanning five consecutive eight-hour days, which may include Saturday and/or Sunday, and including a paid meal period not to exceed 20 minutes. Police Officers eligible for the aforementioned 20-minute paid meal period shall not leave their operational work location during the meal period. Two consecutive days off will normally be provided.

c. (Pertains to Police Officers on the Island of Hawaii.) The basic tour of duty for Police Officers on the Island of Hawaii will normally consist of a 40-hour compressed work schedule falling within seven consecutive days. The normal workweek will span three 13-hour, 20-minute days, which may include Saturday and/or Sunday, and including a paid meal period of 20 minutes. Consecutive or staggered days off will normally be provided.

SECTION 2. All time spent by employees performing preparatory or concluding work activities required by the Employer related to the performance of their job duties, including the drawing and turn-in of weapons and ammunition by Police Officers, shall be counted as time worked for which compensation is payable and will be a part of the employees' normal daily tour of duty.

SECTION 3. Employees, when required, will be subject to the performance of shift work.

SECTION 4. (Pertains to all employees except Police Officers assigned shift work.) Changes of work schedules and/or tours of duty for Unit employees not assigned shift work will normally be by written announcement at least two weeks in advance and will normally continue for at least two pay periods. The Union agrees that there may be times when exceptions to this requirement are necessary. In such cases, the Employer will orally advise the Union of the exception and the reason therefor, with follow-up written notification provided (normally within ten workdays).

SECTION 5a. (Pertains to Police Officers assigned shift work.)  
Employees classified as Police Officers at each of the Employer's organizational elements shall be permitted to request different shift assignments and/or days off according to their seniority, which shall be defined as the graduation date from the Department of Defense Police Academy. (For all other Unit employees, seniority shall be determined by the length of current, continuous service with the Employer.)

b. Employees desiring a voluntary change to their shift assignment and/or days off must submit a written request to the Employer for consideration. Any denial of an employee's request as hereinabove stated will be followed up with a written explanation from the Employer. Approval of an employee's voluntary request for change in shift assignments and/or days off will not result in the involuntary displacement of another employee.

c. When a vacancy exists on a shift for which two or more employees express interest in filling the available opening, and the Employer determines that they are equal in qualifications, skills, and abilities, the employee with the greatest seniority shall be given the shift assignment.

SECTION 6a. The Employer shall retain the right to change the shift assignments of employees assigned shift work upon occurrence of a shift vacancy. In making such changes, the Employer will consider, among other factors, the qualifications and stated desires of the employee(s). In addition, when making changes to an employee's shift assignment and/or days off, the Employer will adhere to the following:

(1) The Employer will first solicit volunteers from among the work force at the organizational element where the shift vacancy exists to fill the vacant shift assignment.

(2) If there are no volunteers or an insufficiency of volunteers in the organizational element where the shift vacancy exists, the Employer will solicit volunteers from among the work force at large to fill the vacant shift assignment.

(3) If there are no volunteers or an insufficiency of volunteers from among the work force at large, the Employer will:

(a) Fill the vacant shift assignment by selecting an employee from the organizational element where the shift vacancy exists, subject to the operational requirements of the Employer.

(b) In the event the foregoing cannot be accomplished, the Employer shall select an employee to fill the vacant shift assignment from an organizational element other than the one where the shift vacancy exists. In so doing, the Employer will:

(i) Identify the organizational element and work shift from which an employee will be taken to fill the shift vacancy; and

(ii) Change the shift assignment of the employee with the least seniority in that organizational element and work shift to the shift vacancy.

(iii) Where there are two or more employees with the same amount of seniority in the organizational element and work shift from which the employee is to be taken to fill the shift vacancy, the employee selected will be the individual with the least total Federal service.

b. Employees involuntarily affected by a change in shift assignments and/or days off will normally receive two weeks' advance written notice of the change from the Employer, and said change will normally continue for at least two pay periods whenever possible. The Union recognizes that there may be times when exceptions to the foregoing are necessary. In such cases, the Employer will orally advise the Union of the exception and the reason therefor, with follow-up written notification provided (normally within ten workdays).

SECTION 7. The Employer is responsible for the implementation of call-back procedures for emergencies or contingency operations.

SECTION 8. Because all Police Officers in the bargaining Unit have been designated "essential employees," when administrative leave is granted to non-essential employees because of hazardous weather conditions or for other emergency situations, Police Officers in the Unit must report for work unless they have been individually notified by their non-represented supervisor(s) that they are excused for the day.

SECTION 9. Employees of the same rank and assigned to the same organizational element may be permitted to exchange days off with one another, subject to approval by the employees' non-represented supervisor(s). A request for an exchange of days off, when made, shall be agreed upon by the employees involved and submitted in writing to the non-represented supervisor(s) for approval no later than ten days before the exchange date(s). Employees will not be permitted to work a double shift as the result of an exchange of days off. The granting of an exchange of days off between employees will not result in the payment of overtime for any regularly scheduled hours worked, nor preclude the Employer from assigning unscheduled overtime to available employees when necessary. The Employer will not unreasonably withhold approval of an exchange of days off when proper application is made.

SECTION 10. Employees will be entitled to a paid rest period, not to exceed 15 minutes, during each four hours of continuous work.

## ARTICLE 9

### OVERTIME/PREMIUM PAY

SECTION 1. The Union recognizes the right of the Employer to require overtime work when necessary. Employees shall not be directed, required, or requested to perform overtime work except in emergency situations, unless such overtime has been authorized and approved in advance in accordance with Section 3 of this Article. For Unit employees on the Island of Oahu, overtime is work performed by an employee in the Unit in excess of eight hours per day or 40 hours within the workweek. For Unit employees on the Island of Hawaii assigned to compressed work schedules, hours worked in excess of the defined workday as set forth under Section 1c of Article 8 of this Agreement shall be overtime hours. Unit employees who are assigned and perform overtime work shall receive overtime pay or compensatory time in accordance with applicable laws (i.e., the Federal Pay Act and/or the Fair Labor Standards Act -- whichever is applicable and/or greater) and regulations.

SECTION 2a. When scheduled overtime work is required, the Employer shall first solicit volunteers to perform the overtime work, giving due consideration to such factors as required skills, qualifications, seniority, and availability of employees. If there are insufficient volunteers to perform the overtime work, the Employer may then, on a rotational basis, draft employees in inverse order of seniority to perform the scheduled overtime work. If there are more volunteers than necessary, the Employer may then, on a rotational basis, assign employees in order of seniority to perform the scheduled overtime work.

b. When an employee has been scheduled for overtime work, he will be expected to report for duty as scheduled. If he fails to report for scheduled overtime work, he must provide information to his non-represented supervisor showing that his absence was clearly beyond his control.

c. The Employer will not assign overtime work to employees as a reward, inducement, or penalty, but solely in accordance with operational requirements.

SECTION 3. Normally, scheduled overtime work will be authorized in advance with two weeks advance notification given to affected employees whenever reasonably possible.

SECTION 4. The Employer is responsible for properly authorizing, assigning, and recording overtime work requirements. In case of a complaint regarding inequities in scheduled overtime work, the Employer shall normally make overtime records of the employee(s) involved available to the Union for review upon the Union's written request.

SECTION 5. The parties recognize that, consistent with the performance of their duties, Unit employees may be required to work beyond the end of their normal daily tour of duty. Under these circumstances, employees will normally receive compensation for overtime worked in accordance with applicable law, regulations, and policies.

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

SECTION 7. Pursuant to applicable laws, (e.g., Fair Labor Standards Act; Title 5, United States Code) regulations, policies, and this Agreement, Unit employees may be entitled to receive compensatory time in lieu of overtime pay for each hour (or applicable fraction thereof) of overtime work performed. The determination to grant compensatory time in lieu of overtime pay will normally be arranged between the Employer and the employee(s) being given the overtime work assignment(s) at the time of such assignment when requested by the employee provided the employee is occupying a FLSA non-exempt position. Such arrangement between the Employer and the employee(s) will normally be reduced to a written understanding.

SECTION 8. Pursuant to applicable laws and regulations, the Employer agrees to continue the payment of Sunday premium pay in effect at the time of execution of this Agreement. It is agreed and understood that changes in Sunday premium pay are subject to statutory changes. Employees will be entitled to Sunday premium pay for all regularly scheduled work hours, including all regularly scheduled work hours during which employees may be in a non-duty status in an approved category of paid leave (i.e., annual leave, sick leave).

SECTION 9. (Hazardous Duty Pay) From time to time during the term of this Agreement, the Union may request in writing a consultation with the Employer regarding the eligibility of Unit employees to qualify for hazardous duty pay in accordance with guidelines established by the Office of Personnel Management or other Federal government authority.

SECTION 10. All normal duty hours worked by any employee on a recognized holiday which falls on an employee's regular workday will be paid holiday pay in accordance with applicable laws, rules, and regulations. Such pay will also include premium pay where appropriate and allowed by applicable laws, rules, and regulations. Overtime hours worked in excess of normal duty hours on a holiday will be paid in accordance with Section 1 of this Article.

## ARTICLE 10

### MERIT PROMOTION AND INTERNAL PLACEMENT PROGRAM

SECTION 1. The Employer and the Union agree that Unit vacancies, including merit promotion opportunities, will be filled on the basis of merit and qualifications, and that all actions to fill vacancies will conform to applicable provisions of law and Government-wide, DOD, and DA rules and regulations. While the Union recognizes that the Employer must be guided by the objective of obtaining the best qualified person available, the Employer will make every effort consistent with law to fill positions by promoting Unit employees within the organization or agency.

SECTION 2. The Union recognizes that the Employer may fill vacancies from among a number of appropriate sources, including methods other than promotion such as appointment, reinstatement, transfer, reassignment, and change to lower grade. For those Unit positions filled through merit promotion and internal placement programs, the minimum area of consideration will be as set forth in the local Merit Promotion and Internal Placement Plan. Within that area of consideration, the Employer agrees to grant first consideration to Unit employees before considering candidates from other sources providing that such consideration is not in violation of applicable statutes and/or Government-wide, DOD, and DA rules and regulations. While it is understood that this will not preclude the Employer from simultaneously soliciting, rating, and ranking Unit employees and candidates from other sources, the Employer agrees that no candidate from another source may be considered until after consideration has been given to Unit employees/applicants. It is further understood that, should the Employer not initially select from among Unit employees to whom first consideration is given, combined consideration will be given to both Unit and non-Unit employees. When the Employer has decided to select from among Unit employees and has determined that two or more employees are equally qualified, seniority should be used as the tie-breaker in making the selection.

SECTION 3. The Employer and the Union agree that the objective of any Upward Mobility Program is to ensure the best possible utilization of the existing work force in meeting current and projected staffing needs, while developing opportunities for lower-graded Unit employees to qualify for advancement. The Employer's responsibilities under any Upward Mobility Program, including the establishment of Program procedures, monitoring, evaluation, and training, shall be administered in accordance with established policies of the servicing personnel office.

SECTION 4. Job vacancy announcements for Unit positions will be posted on official bulletin boards for at least five workdays prior to the closing date of the announcement. Such announcements will be opened for 14 calendar days from the date of the announcement and will

clearly state the minimum qualification requirements for the position, the procedures to be followed in filing, and other information as required by regulations. Employees who believe they meet minimum qualifications listed on a specific job vacancy announcement and who wish to be considered to fill the announced vacancy will be responsible for applying under the provisions of the relevant job vacancy announcement. Upon written request, the Employer agrees to furnish the Union with copies of job vacancy announcements.

SECTION 5. When a Unit vacancy is to be filled through merit promotion procedures, including under any Upward Mobility Program, the Employer will inform the Union, upon written request, of the status of the recruitment process. Such information may include the necessity to extend the area of consideration, the number of Unit employees/applicants referred, the status of interviews being conducted (if any), the final selection, and other information sought by the Union. The release of any information will be consistent with the provisions of the Privacy Act and other applicable laws, rules, and regulations.

SECTION 6. Interview of referred candidates is optional, and may be conducted at the discretion of the selecting official.

SECTION 7. Selections for Unit vacancies will be made without discrimination based on race, color, religion, sex, national origin, age, handicapping condition, marital status, political affiliation, or membership/non-membership in a labor organization.

SECTION 8. Unit employees/applicants who were referred but not selected for a posted Unit vacancy will, upon request, be informed by the selecting official of those areas where the employee can better improve to enhance consideration for future posted merit promotion opportunities.

SECTION 9. (Repromotion as an exception to competitive promotion procedures.) A Unit employee with career or career-conditional status who was demoted during his current employment with the Employer through no fault of his own, without just cause (i.e., for disciplinary or performance reasons), and not at his own request will be entitled to special consideration for repromotion to a grade no higher than the grade from which demoted provided the employee's performance prior to demotion was officially rated as satisfactory or higher, and that his performance subsequent to demotion has been officially rated satisfactory or higher. When using repromotion as an exception to competitive procedures, the following process will be used:

a. Special consideration for repromotion of an eligible Unit employee will normally precede efforts to fill a vacancy by other means, including competitive promotion procedures, except when another individual has a statutory or regulatory right to be considered for or placed in the position. It is understood that this will not preclude

the Employer from simultaneously soliciting, rating, and ranking Unit employees and candidates from other sources.

b. Should the Employer not initially select from among such eligible Unit employees, combined special consideration for repromotion will be given to eligible Unit and non-Unit employees, if any. Referral of other applicants who apply under the same announcement will be made only if the repromotion eligible list is returned without a selection to the issuing office. It is understood that repromotion is not guaranteed.

c. Employees eligible for special consideration for repromotion who are receiving grade, pay, or salary retention or benefits will be accorded special repromotion consideration for two years from the date of demotion or until entitlement to such benefits ends.

d. For demoted employees to receive special consideration for repromotion, they must apply under job vacancy announcements for positions for which they are interested in receiving such special consideration. They must indicate on their applications that they consider themselves to be repromotion eligible.

SECTION 10. Unit employees may be detailed or temporarily promoted to a higher-graded position if, in the opinion of the Employer, reasons exist for doing so such as the extended absence of the incumbent, abnormal workload requirements, changes in mission or organization, pending the fill of a vacant position, pending receipt of a final security clearance, or participation in a special project. It is understood that a detail is a temporary assignment. Temporary promotions can only be made to established positions. The Employer agrees that a detail or temporary promotion will not be used to afford any employee an advantage or opportunity to gain experience, or to prevent another employee the opportunity to gain such experience. A detail or temporary promotion to higher-graded duties will normally be rotated, to the extent possible, among Unit employees in the organizational element whose qualifications, skills, and abilities are appropriate for detail or temporary promotion. It is understood that, should the time limit for a detail or temporary promotion be of such short duration (i.e., 90 to 120 days) that undue disruption to the mission would result from such rotation, the Employer will not rotate the assignment. The following general guides shall apply when using details and/or temporary promotions within the Unit:

a. Details in excess of 30 calendar days will be reported on a Standard Form (SF) 50 (Notification of Personnel Action). Such details will be in writing from the non-represented supervisor directing the detail, with a copy issued to the employee affected and, upon its written request, to the Union.

b. A detail to a higher-graded position reasonably expected to last 30 to 120 calendar days may result in a non-competitive temporary promotion, subject to qualification and eligibility requirements.

Such temporary promotion will be reported on a SF 50, with a copy issued to the employee affected and, upon its written request, to the Union. A copy of this action will be maintained as a permanent record in the employee's official personnel folder.

c. Temporary promotions exceeding 120 days will be processed under appropriate competitive promotion procedures. A job vacancy announcement will be posted pursuant to competitive procedures. In this case, and as an exception to Section 2 of this Article 10, the area of consideration will be limited to the organization wherein the vacancy exists provided there are sufficient qualified employees/applicants from which to select.

d. Details and/or temporary promotions will be effective on the date specified by the appointing authority. Upon completion or termination of a detail or temporary promotion, the employee affected will be returned to the grade held immediately prior to the detail or temporary promotion and the salary rate authorized by regulations. Details and temporary promotions will not constitute the basis for special consideration for repromotion or permanent promotion to a vacancy. Further, details and temporary promotions will not be used 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.

e. When the Employer determines that the detail of an employee to a position within the organization is necessary, the Employer shall solicit volunteers from among Unit employees, giving due consideration to such factors as required skills, qualifications, and abilities. While it is not the intent to deviate from soliciting volunteers, it is understood that there may be extenuating or mitigating circumstances where the Employer may detail an employee under non-voluntary circumstances. Where it is found that skills, qualifications, and abilities are equal among employees volunteering for the detail, the most senior employee shall be selected. Where there are no volunteers or an insufficient number of volunteers for the detail, the Employer shall rotate the assignment to the fullest extent feasible among qualified employees in inverse order of seniority. It is understood that nothing in this provision restricts the Employer's discretion to determine the qualifications necessary to perform the duties of the detail or whether the employee has the necessary qualifications.

## ARTICLE 11

### ANNUAL LEAVE

SECTION 1. Employees shall earn and use annual leave in accordance with applicable laws and regulations. Unless otherwise eligible for a greater maximum carry-over balance of annual leave due to foreign overseas employment, employees may accumulate a maximum of 30 days (i.e., 240 hours) of annual leave for carry-over from one leave year to the next.

SECTION 2. (Projected annual leave.) During the month of January, each employee will be required to submit to his designated non-represented supervisor his proposed schedule of annual leave for that year. Such projection may be made in consecutive week increments and/or in increments of less than one week. The Employer will then review and approve the projected annual leave schedule before the end of February, and will make copies of the projected schedule available to employees upon their request. The Employer will make a reasonable effort to accommodate employees' stated desires, giving due consideration to each employee's one most preferred vacation period. The approving and scheduling of annual leave will be subject to operational requirements, as well as skill availability and elapsed time since the employee's return from his last period of annual leave. Where all factors are judged to be equal, the employee with the greatest seniority will be given preference for desired annual leave. When the projected annual leave schedule has been approved, each employee and the Employer will make every reasonable effort to adhere to it.

SECTION 3. (Unprojected annual leave.) In addition to their right to take annual leave projected in January, employees may request unprojected annual leave during the leave year. Such requests must be made as far in advance as possible, but in no case later than ten working days before the date requested. Approval will be subject to the operational requirements of the Employer. The Employer agrees not to unreasonably withhold approval of a request for unprojected annual leave upon proper application by the employee.

SECTION 4. It is understood that included in an employee's annual leave compensation will be any applicable cost of living allowance and Sunday premium pay, provided the employee is entitled to such compensation.

SECTION 5. Published projected annual leave schedules will be made available to the Union upon written request. Once an employee has made his annual leave selection and proper approval has been granted, the employee shall not be permitted to change his selection when such change adversely affects the approved selection of another employee. When there is no adverse effect, employees may be permitted to change their annual leave plans at the discretion of the Employer.

SECTION 6. If an employee is to be moved from one organizational element to another, whether voluntarily or involuntarily, previously approved annual leave shall be reviewed with the employee prior to such movement. Any conflict regarding the annual leave will be resolved prior to the movement of the employee.

SECTION 7. Requests for annual leave for emergency reasons will be considered on a case by case basis in accordance with applicable laws and regulations. Employees seeking annual leave for emergency reasons will be required to request approval for the leave from the non-represented supervisor or other appropriate authority normally within two hours of the beginning of the shift. Such requests for annual leave will be accompanied by an estimated amount of leave time required. Extensions to approved annual leave for emergency reasons may be granted by the Employer upon proper application by the employee. An appropriate leave request form (normally Standard Form 71, Application for Leave) must be submitted by the employee upon his return to duty after the approved leave period ends. For purposes of this Section, a request for annual leave for emergency purposes shall be for a condition so compelling that the employee cannot postpone attending to it. When a request for annual leave for emergency reasons has been denied, the employee will be notified in writing of the reasons for such denial on the appropriate leave request form.

SECTION 8. If, for any reason, the Employer schedules or effects a shutdown of activities, every effort will be made to provide work for employees not having annual leave to their credit.

SECTION 9. The Employer will make a reasonable effort to give all employees sufficient opportunity during each leave year to take their excess annual leave. Information will normally be supplied to employees in the Unit regarding the total amount of annual leave they have to their credit, including the amount of excess annual leave.

SECTION 10. Should one or more recognized holidays fall during an employee's approved annual leave period, the employee will be compensated for the holiday without charge to his annual leave.

SECTION 11. Upon termination of employment for any reason, employees shall receive compensation for all earned but unused annual leave.

SECTION 12. For timekeeping purposes, annual leave will only be charged against an employee's annual leave account while the employee is in an approved annual leave status. In the rare event that an operational crisis or emergency condition requires an employee to be called back to duty from an approved annual leave status by the Employer, timekeeping charges to the employee's annual leave account will end upon his return to a normal duty status. Upon expiration of the operational crisis or emergency condition for which the employee was called back to duty, the Employer, in consultation with the employee, will make a reasonable effort to allow the employee to:

- a. Resume his annual leave; or
- b. Reschedule the remainder of the annual leave for use at a time more desirable to the employee.

At the time an employee is contacted by the Employer and called back to duty from an approved annual leave status, he may identify any valid concerns that he believes make such return to duty difficult for him. The Employer agrees to make a reasonable effort, wherever possible, to accommodate the employee's stated concerns.

SECTION 13. Employees who become ill or injured during a period of approved annual leave may have sick leave substituted for the annual leave upon proper application to the non-represented supervisor. Employees requesting such substitution will be required to submit proof of incapacitation due to the illness or injury with a medical certificate from a licensed treating physician describing the illness or injury and the length of incapacitation. Upon recovery from the illness or injury, the interrupted annual leave may be resumed or rescheduled with the Employer's approval.

## ARTICLE 12

### SICK LEAVE

SECTION 1. The Union and the Employer jointly recognize the insurance and retirement value of the sick leave benefit. Employees are encouraged to conserve their sick leave so that it will be available to them in case of extended illness or injury in the future, and/or to improve retirement benefits under the Civil Service Retirement System (CSRS).

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, but not necessarily limited to:

- a. Bonafide illness or injury.
- b. Routine medical, dental, or optical examinations, or for actual treatment.
- c. Exposure to a contagious disease such that the presence of the employee at the duty station would jeopardize the health of fellow employees or the presence of the contagious disease in the employee's immediate family requires the employee's personal care. A contagious disease is a disease ruled as subject to quarantine, requires the isolation of the patient, or requires restriction of movement of the patient for a specified period as prescribed by the health authorities having jurisdiction. If local health authorities or regulations fail to specify how long a patient with a contagious disease should be subject to isolation, quarantine, or restriction of movement, a certificate from a licensed treating physician identifying the period required will be sufficient to support a grant of sick leave. The employee must support the request for leave due to contagious disease with a doctor's statement certifying that the employee has, or has been exposed to, a contagious disease as described by health authorities having jurisdiction; what the disease is; and that the employee must remain at home or in a hospital.
- d. Other circumstances as set forth in applicable regulations and/or laws (e.g., the Family Friendly Leave Act).

SECTION 3. Requests for sick leave shall be made as follows:

- a. It is the employee's responsibility to notify his immediate non-represented supervisor, or in the absence of the supervisor an individual designated to act for him, if he is prevented from reporting to work for reasons described in Sections 2a, c, or d above. Notification will be made by the employee as far in advance of the beginning of his workday as practicable, unless compelling reasons prevent such report. In the latter case, the employee will notify his

immediate non-represented supervisor as soon as practicable, but not later than two hours after the beginning of his shift on the first day of absence. In either case, the employee will inform his supervisor of the nature and the expected duration of the incapacitation, if known. Employees sent home from work because of illness are subject to the foregoing reporting requirements on the following workday, if still incapacitated. It is agreed that, unless otherwise noted, an initial grant of sick leave given after the first day's notification of incapacitation by the employee will extend up to three consecutive workdays, if necessary, without further notification of continued incapacitation from the employee to the immediate non-represented supervisor. When any absence due to illness or injury extends beyond three consecutive workdays, the employee shall -- at the beginning of the fourth consecutive workday of incapacitation, but not later than two hours after the beginning of the shift -- telephonically notify his immediate non-represented supervisor of his continued incapacitation and provide an estimate of the expected date of return to duty. Subsequent requests for extension of grants of sick leave shall be made by the employee to the immediate non-represented supervisor at the beginning of the workday, but in no case later than two hours after the beginning of the shift, following expiration of previously granted periods of sick leave, if the incapacitation continues. Such requests will include an estimate of the expected date of return to duty.

b. Employees requiring sick leave for medical, dental, or optical examination or treatment shall endeavor, where practicable, to schedule such appointments outside working hours or on non-workdays. Where this is impracticable, 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. Sick leave granted for this purpose shall include travel time to and from the examination and/or treatment facility on the employee's island of residence.

c. Employees with insufficient sick leave to their credit who are absent from duty due to illness and/or injury may request and be carried, for timekeeping purposes, in one of the following approved leave categories:

- (1) Advanced sick leave; or
- (2) Annual leave; or
- (3) Leave without pay.

SECTION 4a. Employees with sick leave absences in excess of three consecutive workdays will be required to furnish an authentic, properly executed medical/doctor's certificate from a licensed treating physician to substantiate such absences. The medical/doctor's certificate will be submitted as soon as possible after the employee returns to duty, but normally no later than three

workdays after the employee's return. In cases of sick leave of extended duration, medical certificates may be required at reasonable intervals.

b. Periods of sick leave supported by an authentic, properly executed certificate from a licensed treating physician, or absences resulting from the employee's being sent home from work because of illness shall not be considered as subjects for disciplinary action by the Employer because of attendance irregularities or abuse. However:

(1) It is understood that this does not apply where it is proven that a falsified medical/doctor's certificate has been submitted.

(2) If, in the opinion of the Employer, 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 and/or excessive sick leave record, a medical certificate may be required for each subsequent absence on sick leave. If this counseling fails to bring about the desired improvement in the employee's sick leave record, the employee will be advised, in writing, that a medical certificate will be required for any absence due to claimed illness regardless of duration. Such written notice will also explain why the employee is suspected of abusing sick leave. Employees who fail to provide the required medical documentation/certificate as described herein may be carried, for timekeeping purposes, in an absent without leave (AWOL) status. Such AWOL charges could lead to disciplinary action. 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 5. Employees who are incapacitated due to serious disability or illness may be advanced a maximum of 30 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. Such a consideration shall be applied on a fair and equitable basis to all Unit employees.

b. The amount of sick leave advanced to an employee's account may not exceed 30 days at any time. The total amount of sick leave advanced may not exceed an amount which the employee may reasonably be expected to subsequently earn.

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

SECTION 6a. An employee sustaining an 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 the day of injury. If, in the medical opinion of the treating physician, the employee does not return to duty, the employee ceases to be in a duty status from the time he leaves the medical facility, and will be entered in sick leave, annual leave, or leave without pay status, as appropriate. For those cases covered by the Federal Employees' Compensation Act and which are determined by competent authority to fall within the provisions of an on-the-job traumatic injury, the employee will be carried in a duty status for the remainder of his shift for the day of injury.

b. Except in emergency situations, employees who are injured on the job may report to Tripler Army Medical Center; the U.S. Army Health Clinic, Schofield Barracks; or the Pohakuloa Training Area's medical clinic for initial medical evaluation and treatment. If further medical care is necessary, the employee may continue to receive treatment at the Federal medical facility or may choose the medical services of a private treating physician.

c. Alleged claims of occupational illness shall be covered under applicable statutes, rules, and regulations.

## ARTICLE 13

### LEAVES OF ABSENCE/OTHER EXCUSED ABSENCES

SECTION 1. The Employer agrees that employees may request and be granted leave of absence without pay in accordance with applicable laws and regulations on the condition that there is a reasonable expectation that the employee will return to duty at the end of the approved leave period. Such requests for leave without pay could include periods for which an employee has been appointed to a Union office. It is understood that such appointments would be limited to one employee during any given time. Leave without pay shall not exceed a period of one year for each application.

SECTION 2. The Employer agrees that, with proper advance written notice, an employee in the Unit who has been elected to a Union office shall be granted leave without pay for the duration of the term of office to which elected.

SECTION 3. Employees in an approved leave of absence without pay status shall continue to accrue all rights and privileges with respect to retirement status and benefits, service credit, retention rights during a reduction in force, and coverage under the Federal Employees Group Life Insurance and Federal Employees Health Benefits Programs as authorized by current regulations.

SECTION 4. The Employer recognizes the obligation to provide employment for an employee returning from an approved leave of absence to either the position held prior to commencement of the leave without pay period or a job of like status and pay.

SECTION 5. (Miscellaneous activities.) The Employer agrees that, in accordance with applicable laws, rules, and regulations, employees may be excused from duty without any loss in income or charge to annual leave when the employee is involved in activities related to:

- a. Participation in an Army-sponsored blood donor program; and/or
- b. Participation in examinations or job interviews.

SECTION 6. (Voting.) The Employer agrees that employees will be authorized the necessary time off which will permit them to report to work within three hours after the polls open, or leave work up to three hours before the polls close, whichever requires the least amount of duty time, in order to vote in national and/or State of Hawaii elections or referenda.

SECTION 7. (Court leave.) Employees' requests for court leave will be granted in accordance with applicable laws, rules, and regulations.

- a. Witness service:

(1) When an employee is summoned to testify in his official capacity or summoned to testify in a non-official capacity on behalf of the Federal government or the government of the District of Columbia, he is in an official duty status and entitled to the regular pay for his position. This includes any overtime pay entitlements which may accrue to the employee as a result of such summons.

(2) When an employee is summoned as a witness to testify in a non-official capacity in a judicial proceeding involving the Federal, District of Columbia, State or local government, he is entitled to court leave during the period of duty time he is absent as a witness. Evidence of this action must be submitted before the court leave is granted (e.g., a copy of the summons) and after the period for which court leave was granted ends (e.g., appropriate documentation from the court clerk that witness service was performed). Court leave is not authorized for an employee to be a witness on behalf of a private party in a judicial proceeding where the Federal, District of Columbia, State or local government is not involved.

b. Jury duty:

(1) Employees are entitled to court leave when responding to a summons for jury duty/service, pursuant to applicable statutes and regulations. Employees so summoned will promptly notify their non-represented supervisor upon receipt of a summons to jury duty.

(2) When an employee is absent on court leave for jury duty, he will receive the regular pay for his position to which he is entitled, including any shift premiums normally received. In no case will regular pay be payable for jury duty performed on the employee's regularly scheduled day off.

(3) Fees received from the court for jury duty/service while the employee is on court leave, except meal and transportation fees, will be submitted by the employee to the Civilian Pay Section, Defense Accounting Office - Fort Shafter. Such submission is required because the Employer continues to pay the employee the regular pay for his position to which he is entitled while he is in a court leave status. Meal and transportation fees may be retained by the employee.

SECTION 8. (Military leave.) Employees' requests for military leave will be granted in accordance with applicable laws, rules, and regulations.

SECTION 9. (Tardiness.) An employee's failure to report promptly to work at the start of his normally scheduled daily tour of duty or to return promptly to work from his normally scheduled lunch period will be treated as follows:

a. For isolated instances of tardiness of 59 minutes or less where a reasonable explanation for the tardy period is given by the employee,

the tardiness may be excused by the non-represented supervisor in accordance with applicable regulations.

b. For isolated instances of tardiness of one hour or more where a reasonable explanation for the tardy period is given by the employee, the non-represented supervisor may approve the employee's use of annual leave or leave without pay depending upon the employee's request.

c. In cases of recurring tardiness or where, in the opinion of the non-represented supervisor, the explanation given by the employee for the tardy period is considered unreasonable, the tardiness will be treated as an attendance irregularity for which a charge of absent without leave (AWOL) could be made for time and attendance purposes in accordance with applicable regulations. The non-represented supervisor will counsel the employee on possible disciplinary action which could result if the employee's attendance pattern does not improve. It is understood that a charge to AWOL and/or any resulting disciplinary action due to either AWOL and/or poor attendance for tardiness may be subject to the negotiated grievance procedure.

## ARTICLE 14

### HOLIDAYS

SECTION 1. All days designated by law, regulations, or Executive Order as holidays will normally be observed by the Employer. Management, however, reserves the right to assign work on recognized holidays which is necessary to meet operational requirements and the mission of the Employer.

SECTION 2. The Employer agrees that, upon proper advance request, employees scheduled for regular work on a recognized holiday may be excused from work on the recognized holiday if another qualified employee normally unscheduled to work on the holiday is available and willing to work instead.

SECTION 3. Holidays falling on employees' regularly scheduled days off will be observed on the workday immediately preceding the holiday. Holidays that fall on Sunday or the day designated in lieu of Sunday will be observed on the workday immediately following the holiday. If the employee is regularly scheduled to work on a holiday or the day designated for observance of the holiday, such employee will be entitled to holiday premium pay in accordance with applicable laws, rules, and regulations.

## ARTICLE 15

### JOB CLASSIFICATION

SECTION 1. The Employer agrees to maintain accurate job descriptions of classifications covered under this agreement. The Employer further agrees to advise and provide the Union with copies of any new standards, amendments, or modifications to published job descriptions. In instances where such proposed amendments and/or modifications adversely affect employees of the unit, including, but not limited to reduction in the employees' grade or pay, the Employer agrees to negotiate with the Union regarding impact and implementation. It is understood that the Union shall have the right to review and submit proposals relative to any Employer proposals calling for amendments and/or modifications to published bargaining unit job descriptions. This shall include the right to respond and present proposals involving the creation of new bargaining unit positions by the Employer.

Unresolved areas of disagreement involving adverse changes to existing job descriptions, or proposals involving the creation of new bargaining unit job classifications, may be referred to the contractual grievance and arbitration procedure.

SECTION 2. Questions of fact by an employee regarding an employee's job grade or series, pay compensation, title, or job description will normally be resolved between the employee and his immediate non-represented supervisor. The non-represented supervisor will upon request of the employee, arrange for a review by appropriate specialists from the Civilian Personnel Office concerning the area in dispute or question. The employee shall be advised of the results of the review in writing. Upon a request from the employee, the Employer will follow up with the Civilian Personnel Office if a response has not been received within forty-five (45) calendar days after being submitted. The employee may be represented by the Union in this matter if he so chooses. Nothing in this agreement shall preclude any employee seeking adjustment of pay compensation, job grade or series, title, or job description from appealing to the Office of Personnel Management (OPM) under provisions of the Federal Personnel Manual (FPM). Issues involving wage grade employees must first be addressed through agency procedures prior to appealing the matter to the Office of Personnel Management (OPM).

SECTION 3. The Employer agrees to notify the Union as soon as possible after the Employer elects to, or is directed by higher authority, to abolish a substantial part of the organization or position structure within the Unit, including any notification required under applicable laws and government-wide regulations. The Employer agrees to review and discuss all such actions with the Union.

SECTION 4. When the term "Performs Other Duties As Assigned" is used in a bargaining unit job description, the term will mean tasks which are reasonably related to the published job description. It is not the intent of this phrase to regularly assign work to an employee which is not reasonably related to the duties reflected in the published job description.

When an employee alleges that he is performing assigned duties beyond the scope of his published job description of such an extent, as to constitute improper or misassignment, the employee shall work through his immediate non-represented supervisor in order to remedy the allegation. In the event the matter cannot be resolved with the non-represented supervisor, the employee may refer the matter to the contractual grievance and arbitration procedure.

## ARTICLE 16

### EMPLOYEE UTILIZATION

SECTION 1. The Employer agrees that employees will be assigned work consistent with their job descriptions, appropriate position title, and at levels commensurate with their grades except when the Employer finds it necessary to temporarily assign employees to other duties in accordance with this Agreement.

SECTION 2. In the area of military-civilian staffing, and with the exception of recruitment action, the Employer agrees to notify the Union in writing in any instance where an authorized civilian vacancy in the bargaining unit is to be temporarily filled by military personnel for more than 30 days. Should such temporary assignment exceed more than 90 days, the Employer shall notify and upon written request meet and consult with the Union on the expected duration of the temporary military assignment. Where a recruitment action has been initiated, the Employer agrees to inform the Union of the status of said action upon request. The Employer further agrees to notify and consult with the Union in any instance where an authorized civilian bargaining unit position is to be permanently converted to military occupancy.

SECTION 3. The Employer agrees to notify and consult with the Union when it is proposed to contract out services being performed by bargaining unit employees when such contracting out may result in a reduction in force or the reassignment of a member of the unit.

## ARTICLE 17

### SAFETY HEALTH, MORALE AND WELFARE

SECTION 1. It is agreed between the Employer and the Union that a work environment of safety and health is conducive to high morale and maximum efficiency. To that end, the Employer shall continue to make every reasonable effort to provide and maintain safe working conditions. Non-represented supervisors will take prompt action to correct unsafe activity or conditions reported to or observed by them if corrective action is within their authority or capability. When they cannot correct an unsafe condition, non-represented supervisors will promptly notify appropriate authority.

The Union in turn, will cooperate to that end by encouraging its members to comply with all DOD and U.S. Army safety and health standards, policies, and directives; to use personal protective clothing and equipment as directed and provided by the Employer, and to immediately report injuries, illnesses, and/or unsafe conditions to their non-represented supervisor.

SECTION 2. Employees are encouraged to consult with the Employer to express their observations concerning safety or health issues, and to make recommendations to assist in the correction of hazards to safety and health.

SECTION 3. Medical or physical examinations required by the Employer as a condition of employment or continued employment, will be provided without cost to the employee. Job-related injuries which have been authenticated by a licensed treating physician and certified by the Employer will be handled in accordance with applicable regulations and the Worker's Compensation Program established by the Federal Employees' Compensation Act.

SECTION 4. The Employer will take appropriate action to secure emergency treatment for an employee during duty hours for non-job-related injuries or illnesses if the employee's condition is such that he cannot arrange for 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 (but not pay for) transportation for the employee to reach his abode or to a medical facility for treatment. Transportation may be provided by utilizing government, public, or private transportation. While the determination of the appropriate means of transportation rests with the Employer, consideration will be given to requests made by the employee.

SECTION 5. The Union joins the Employer in support of the Employer's program for, but not necessarily limited to, alcohol and drug abuse, available to employees under the Employee Assistance Program (EAP). A wholly voluntary and confidential program, the Union agrees to

encourage its use by employees whenever circumstances indicate the possibility of such assistance could be beneficial to the employee. The Employer agrees to provide information regarding the Employee Assistance Program (EAP) to union representatives.

SECTION 6. The Employer agrees to provide necessary safety and law enforcement equipment to ensure protection of employees. This will include, but is not limited to, helmets, eye protection equipment, hearing protection devices, ballistic vests not lower than 2A threat level, and government issued weapons and ammunition. Employer-provided equipment will be tested and/or inspected periodically and provided to the employee in a safe working condition. The employee shall inform the non-represented supervisor if furnished equipment becomes unsafe prior to, or during use.

SECTION 7. As space become available at each operational element of the Employer, every reasonable effort will be made by the employer to secure such space for employee locker room facilities. When provided to employees, lockers are recognized as the property of the Employer and are provided for the purpose of storing equipment and/or off-duty attire. The Employer agrees that employee lockers will not normally or unreasonably be inspected, and/or searched, subject of course to existing laws and regulations, or in the event of an alert by the explosive detection team, which warrants immediate entry to the lockers. In the event of the death of an employee, an official of the Employer will notify and give the Union the opportunity to be present prior to opening the locker.

SECTION 8. The Employer agrees to provide to the Union, copies of changes to existing safety and /or health regulations when such changes directly affect the working conditions of bargaining unit employees.

To be added to Article 7:

SECTION 18. The Employer agrees to make available facilities, including utilities but excepting long distance telephone service, for meetings 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.

## ARTICLE 18

### DISCIPLINARY ACTION

SECTION 1. A disciplinary action shall be defined as a reprimand (verbal or in writing) or a suspension of 14 days or less. Disciplinary action described herein shall be initiated by the Employer only for just cause. Disciplinary actions by the Employer against an employee shall be in accordance with applicable laws, regulations, policies, and this Agreement, and shall be no more severe as necessary to bring about the desired results, promote efficiency of the Federal service, and to maintain discipline and morale among unit employees. All disciplinary actions shall be subject to challenge under the negotiated grievance and arbitration procedure.

SECTION 2. Prior to initiating a formal notice of proposed disciplinary action, the non-represented supervisor will conduct a thorough investigation in order to ascertain all pertinent facts concerning the case. A preliminary discussion will be held with the employee involved except where unusual circumstances beyond the Employer's control render such discussion impracticable. Prior to any discussion or questioning, the Employer will advise the employee of his statutory rights to have a Union representative present or another representative of his choice. If the employee's selected representative is unavailable, the discussion will be postponed for a reasonable period of time in order to allow the employee's selected representative to be present, or where necessary, the selection of an alternate representative. If the employee elects Union representation, the Assistant Business Agent/Union Steward normally assigned to the operational element shall represent the employee. During the preliminary discussion, the non-represented supervisor will inform the employee of all known pertinent facts concerning the pending matter and will carefully consider all supporting evidence and facts advanced by the employee in defense of the employee's position.

SECTION 3. The recommendation of disciplinary action by the proposing non-represented supervisor (as identified on the notice of proposed disciplinary action) will not be subject to increase in severity. However, higher managerial authority may reduce and/or cancel any recommendation of proposed disciplinary action.

SECTION 4. Temporary and/or new hire employees in a probationary status (as distinguished from employees in a promotional probationary status) shall be entitled to Union representation on all matters covered under this Agreement with the exception of retention as an employee while in a new hire probationary status.

SECTION 5. Formal disciplinary action shall be initiated promptly following the alleged occurrence upon which the action is taken or has been made known to the Employer. Absent extenuating or mitigating

circumstances, the Employer will not unreasonably delay the implementation of a formal disciplinary action. Upon request the employee or his selected representative, as designated in writing, will be provided with all available information serving as the basis for initiating the formal disciplinary action by the Employer.

SECTION 6. Removal of disciplinary or derogatory actions will be considered by the Employer as follows--

a. Disciplinary or derogatory actions implemented by the Employer involving verbal warnings or counseling shall be reviewed at least annually by the non-represented supervisor. Employees who have incurred no further disciplinary or derogatory action during the intervening review period, and have demonstrated measurable improvement, will normally have the verbal warning or counseling rescinded from the employee's file.

b. The retention in an employee's file of a disciplinary or derogatory action involving a written letter of reprimand will normally not exceed thirty-six (36) months in duration depending on the specific time frame stipulated in the letter of reprimand. Written letters of reprimand will be reviewed at least annually by the non-represented supervisor.

c. Notwithstanding provisions of this Section 6b to the contrary, employees who have incurred no further discipline or derogatory action during the intervening annual review period, and have demonstrated measurable improvement, will have the written letter of reprimand be considered for removal by the Employer at that time notwithstanding the stipulated length of duration in the initial reprimand.

d. In assessing penalties of suspension of 14 days or less, consideration will be given by the Employer to the freshness or time frame of previous offenses.

SECTION 7. A copy of any disciplinary or derogatory entry made by the Employer about an employee, including a memorandum or note to file resulting from a verbal warning or counseling, will be provided to the employee at the time such memorandum or note is made. Any requirement calling for an employee to sign a disciplinary or derogatory action taken shall not constitute agreement with the action taken but shall only be viewed as acknowledging receipt of the action taken.

## ARTICLE 19

### ADVERSE ACTION

SECTION 1. An adverse action shall be defined as a removal from active service, a disciplinary suspension of more than fourteen (14) days, a reduction in grade or pay, or a furlough of thirty (30) days or less.

SECTION 2. Any employee being considered for an adverse action shall be entitled to the following--

- a. Not less than thirty (30) days advance written notice of any proposed adverse action will be provided to the employee by the Employer. However, if there is a reasonable basis by the Employer to believe that the employee has committed a criminal offense for which imprisonment may be imposed, no such advance notice will be required.
- b. The right of discovery in reviewing all pertinent information on which the Employer based its decision.
- c. A reasonable opportunity to respond orally and/or in writing while providing pertinent documentary evidence in support of the employee's defense before implementation of the proposed adverse action.
- d. The right to be represented by a licensed attorney or other representative of the employee's choice.
- e. The right to appeal the decision of the Employer to the Merit Systems Protection Board (MSPB) or to grieve the Employer's action through the negotiated grievance and arbitration procedure, but not both.

SECTION 3. Prior to initiating a notice of proposed disciplinary action, the non-represented supervisor will conduct a thorough investigation in order to ascertain all pertinent facts concerning the case. A preliminary discussion will be held with the employee involved except where unusual circumstances beyond the Employer's control render such discussion impracticable. Prior to any discussion or questioning, the Employer will advise the employee of his statutory rights to have a Union representative present or another representative of his choice. If the employee elects Union representation, the Assistant Business Agent/Union Steward normally assigned to the operational element shall represent the employee. During the preliminary discussion, the non-represented supervisor will inform the employee of all known pertinent facts concerning the pending matter.

SECTION 4. Copies of all adverse actions will be provided to employees under the same terms and conditions set forth under Section 7 of Article 18 of this Agreement.

## ARTICLE 20

### GRIEVANCE PROCEDURE

SECTION 1. It is the intent of the Union and Employer to resolve any and all disputes regarding the terms and conditions of this Agreement promptly, equitably, and, whenever possible, informally. Most complaints are often the result of misunderstandings or misinformation which can and should be resolved on an informal basis at the immediate non represented supervisory level. The Union and the Employer agree that this practice is both desirable and in the best interest of sound Labor-Management relations, and is highly recommended and encouraged. This applies, without exclusion, to all matters subject to the grievance procedure allowable under the Civil Service Reform Act (CSRA) (Public Law 95-454, as amended), and matters as may subsequently be subjected to the grievance procedure under laws enacted during the term of this Agreement.

SECTION 2. This Article 20 is intended to provide for an orderly means of presentation, consideration, and resolution of grievances. This grievance procedure is intended to provide the means for resolving grievances at the lowest possible level. The Union and the Employer agree to work toward this end.

SECTION 3. This is the sole procedure to be used to resolve grievances, as defined under Section 4 of this Article 20, except, however, that employees who wish to process grievances on matters covered by this Agreement without intervention by the Union may do so provided:

- a. The grievant acts as his/her own representative;
- 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 held in connection with the grievance, and the Union is provided a copy of the written decision if one is made.

SECTION 4. The term "grievance" as used throughout this Agreement shall mean a written claim by the employee or the Union on behalf of an employee, that the Employer has violated a specific provision of this Agreement by action, or failure to take action, which at the time such written claim is filed, denies a right given under specific provisions of this Agreement, and over matters within the administrative discretion of the Employer which are properly grievable.

- a. Specifically covered are matters which:
  - (1) Concern the interpretation or application of this Agreement;

(2) Concern the interpretation or application of Agency regulations and personnel policies and practices that affect local working conditions, except that a grievance may not be submitted over matters excluded by law.

b. Specifically excluded from the grievance procedure, but not limited to, are:

(1) Any claimed violation of subchapter III of Chapter 73 of Title 5, United States Code (5 USC) (relating to prohibited political activities).

(2) Matters concerning retirement, life insurance, or health insurance.

(3) A suspension or removal for national security reasons (under Section 7532 of 5 USC).

(4) Any examination, certification, or appointment.

(5) The classification of any position which does not result in the reduction in grade or pay of an employee.

(6) The merit of the removal of an employee during the probationary or trial period.

(7) Management's right to determine performance standards, and identify critical elements. The procedures followed in exercising this right, as defined by regulation and this Agreement, may be the subject of a grievance, however.

(8) Non-selection from a properly constituted selection list.

(9) Separation, reduction in grade, or furlough for more than thirty (30) days because of a reduction in force (RIF), unless a prohibited personnel practice is alleged.

(10) The return of an employee by the Employer from serving a supervisory or managerial probation into the bargaining unit.

SECTION 5. Disputes regarding interpretation and application of this Agreement may be processed by either the Union or the Employer through this procedure. However, discussions at Step 1 of the grievance procedure shall be conducted at the level which made the interpretation or application in question. Requests for the Step 1 discussion by the Union will be made through the Civilian Personnel Officer. Requests for Step 1 discussion by the Employer will be initiated by the Civilian Personnel Officer and will be made through the Business Representative of the Union.

SECTION 6. The Union retains the option to choose not to pursue a grievance if the Union considers the grievance to be invalid, without merit, or not covered by this grievance procedure. Disagreements between the Employer and Union on whether or not a grievance is subject to this negotiated grievance procedure or to arbitration under this Agreement shall be referred to arbitration in accordance with Article 21 of this Agreement.

SECTION 7. It is agreed that should an employee or a group of employees in the Unit, the Union, or the Employer initiate a grievance or complaint which questions the interpretation of published policies, directives, or regulations of higher authority, the following procedures will apply:

a. Questions of interpretation of published policies, directives, or regulations of the United States Army shall be referred to the Department of Army for clarification. Questions of interpretation of Department of Defense (DOD) or higher authority regulations will be referred through command channels to the Deputy Assistant Secretary of Defense Civilian Personnel Policy, who will be requested to either render or, in coordination with the Department of the Army and the International Brotherhood of Teamsters, AFL-CIO, obtain an interpretation from the appropriate authority.

b. The parties will prepare their positions within seven (7) calendar days concerning the interpretation of published policies, directives, or regulations. The position papers of both parties will be forwarded by the Employer to either the Department of the Army or the Department of Defense in accordance with paragraph 7(a) above. A copy of the forwarding letter will be sent to the Union.

c. Beginning the day after the date of the forwarding letter, the parties agree to wait forty-five (45) calendar days for the interpretation to be returned by the appropriate authority to the Employer. During this period, the processing of the grievance will continue up to and including a request for arbitration, if any.

d. If the interpretation has not been received by the Employer at the time the Union demands arbitration, the parties agree to wait an additional fifteen (15) calendar days in order to receive the requested interpretation.

e. When the interpretation is received, either party may introduce such interpretation at an arbitration hearing and the interpretation will be considered, but is not binding upon, the arbitrator.

SECTION 8. The initiation of a grievance in good faith by a unit employee shall not cast any reflection upon the employee's standing with the employer, or question the employee's loyalty and desirability.

SECTION 9. Subject to mutual agreement between the Union and the Employer, when several employees have identical grievances where no individual variations are involved, the Employer and the Union agree to consider consolidating these grievances and treat them as a class action grievance.

SECTION 10. Method of handling grievances

The following shall be the formal method to be utilized when an employee, or the Union, elects to seek resolution through the grievance procedure.

a. In presenting a grievance, the grievant or the Union will explain what it is they believe to be the cause of their dissatisfaction, including the Article and section alleged to have been violated. The grievant or the Union will support allegations with whatever evidence is available. Presentation of a grievance will include a request for some specific remedial action or relief directly affecting the grievant or the Union, which is proper and related to the issue(s) of the grievance.

b. All time limits provided within this Article 20 are of the essence of this Agreement. Time limits may be extended by mutual agreement of the parties for legitimate reasons. Failure on the part of the Employer to observe prescribed time limits without just cause shall result in the grievance being moved to the next step of the grievance procedure. Failure of the employee or the Union to observe prescribed time limits without just cause, shall result in the grievance being withdrawn, absent extenuating or mitigating circumstances.

FORMAL GRIEVANCE PROCEDURE:

**Step 1.** Within fourteen (14) calendar days after the employee becomes aware of the matter giving rise to the grievance, the affected employee and, if the employee so elects, his assigned Business Agent or Steward, shall present the written grievance, on the form provided in Appendix II, to the employee's immediate non represented supervisor. The non represented supervisor or higher authority as the case may be, shall promptly conduct an investigation of the matter.

Within seven (7) calendar days after receipt of the written grievance, the non represented supervisor shall render a written decision to the employee and his assigned Union representative, briefly summarizing the grievance, the consideration accorded it, the conclusions reached, and the course of action which has been decided upon. If the response of the non represented supervisor does not adjust the grievance to the satisfaction of the grievant, and the grievant or the Union desires to proceed further, the grievance shall be processed in accordance with Step 2.

**Step 2.** Within fourteen (14) calendar days after receipt of the Step 1 decision, the employee and the Union represented shall present the written to the appropriate official reporting directly to the Commander.

Within fourteen (14) calendar days of receipt of the grievance at Step 2 of the grievance procedure, the Commander or his/her designee shall meet and discuss the grievance with the employee and the Assistant Business Agent and/or Business Representative. The parties will use a good faith effort to resolve the pending grievance. Within ten (10) calendar days of this discussion, the Employer will issue a written decision to the grievant and the union. At any time during the Step 2 procedure, the parties may mutually agree to use alternative means to resolve the dispute. If the response of the Employer at Step 2 does not adjust the grievance to the satisfaction of the grievant, and the grievant or the Union desires to proceed further, the grievance shall be processed in accordance with Step 3.

Step 3. Within fourteen (14) calendar days from receipt of the Step 2 decision, the grievant or the Union may submit the grievance to the Commander or designee for resolution and decision. Within fourteen (14) calendar days, the Commander or designee shall render a written decision to the employee and the Union. If the response of the Commander or designee does not adjust the grievance to the satisfaction of the grievant, the grievant or the Union within fourteen (14) calendar days of receipt of the Step 3 decision may submit a written demand for arbitration in accordance with Article 21 of this Agreement.

SECTION 11. At any step of the grievance procedure, consideration will be given only to those issues which were specified in writing on the grievance form. Any alteration of these issues shall result in the grievance being remanded to

Step 1. The Union shall be permitted to call relevant employee witnesses who shall suffer no loss of regular pay for so serving; the Step 2 Official may call witnesses, observers, or management representatives as deemed necessary to develop pertinent facts regarding the grievance. The Step 2 Official of the Employer will, upon request, make records available (unless prohibited from doing so by law or regulations) for the purpose of substantiating the contentions or claims of the parties.

SECTION 12. 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 Government regulations and this Agreement, and for obtaining such other information or assistance pertaining to the grievance procedure as can be obtained only during the normal working hours of the installation. This may include reasonable amounts of time for the preparation of documents necessary for presentation through the grievance procedure. Management reserves the right to determine the total amount and specific hours of official time which will be approved as "reasonable"

under this section 12. Union disputes concerning the management determination of reasonable time may be made the subject of a grievance under this Article 20.

SECTION 13. If the grievant(s) resigns, dies, or is separated other than for removal for just cause by an action before a final decision is reached on a grievance being processed and no compensable liability is involved, action will be stopped with the approval 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 14. It is agreed that when a grievance is settled at any step of the grievance procedure, or withdrawn, it will be settled or withdrawn in its entirety on a non precedent basis and no further action shall be taken regarding the specific grievance.

SECTION 15a. Grievances arising out of disciplinary actions shall be submitted at Step 2 of the grievance procedure. In that case, the employee's request will be in writing, but need not necessarily be on the grievance form at Appendix I of this Agreement. The employee request will be addressed to the appropriate level of Management via the Civilian Personnel Officer, to assure proper attention and necessary discussion are completed within the time limits set forth under Step 2 of the grievance procedure.

SECTION 15b. Grievances arising out of adverse actions shall be submitted and processed in accordance with Step 3 of the negotiated grievance procedure.

## ARTICLE 21

### ARBITRATION

SECTION 1. Arbitration may be invoked in order to assist in resolving a grievance processed in accordance with Article 20 of this Agreement. Such grievance may be submitted for arbitration only by the Employer or the Union. The decision of the selected arbitrator shall be limited to only such matters and issues which are properly grievable in accordance with Article 20 of this Agreement.

SECTION 2. During the period of this Agreement, Thomas Angelo, Alexander Cohen, Joyce Najita, Louis Zigman, Bonnie Castrey, Tamotsu Tanaka, Nancy Hutt, Edward Parnell, and Ronald Brown are hereby selected as a panel of arbitrators.

However, notwithstanding the above, during the term of this Agreement, either party may invoke the right on not more than two (2) occasions in any one (1) calendar year of this Agreement, to submit a request to the Federal Mediation and Conciliation Service to furnish a list of five (5) individuals on the Island of Oahu who are qualified to act as Arbitrators. Upon written mutual agreement of the parties, the selection of an arbitrator through the services of the FMCS as stated herein may be extended beyond two occasions in any one calendar year. Within five (5) working days after receipt such list, the parties will meet and alternately strike one (1) name from the list of Arbitrators until only one (1) name remains. The right to strike the first name shall be determined by a flip of a coin. The remaining name will be the impartial arbitrator.

SECTION 3. When using the established panel of arbitrators as set forth under section 2 above, within ten (10) workdays from the date of receipt of a demand for arbitration, the parties shall by fax, phone, meeting, or otherwise, alternately strike one (1) name from the panel of arbitrators until one (1) name remains to serve for that case. The right to strike the first name shall be determined by the flip of a coin. The Employer and the Union shall immediately contact the selected arbitrator by facsimile or telephone to request available dates to hear the pending matter.

SECTION 4. The arbitrator shall have no power to alter, amend, nullify, modify, add to or subtract from the express terms of this Agreement. No grievance will be submitted to arbitration where the implementation of the arbitrator's award favorable to the Union or the employee would be unenforceable by virtue of violating law or government wide regulations.

SECTION 5. The fee and expenses of the arbitrator shall be borne equally by the Employer and the Union, provided however, such fee and expenses do not exceed the maximum authorized under the Department of

the Army (DA) regulations. The arbitrator shall bear all costs of travel, lodging, and meals, if any. It is understood that, as a general rule, Arbitrators take their own notes and do not normally require a record of the proceedings. However, if either party to the arbitration desires a stenographic, court reporter services, or other permanent record of the proceedings, it is to be at the requesting party's own expense.

SECTION 6. The arbitration hearing shall normally be held during the regular duty hours of the normal basic workweek. Employees (including witnesses) who are required to participate in the hearing shall be excused from duty without loss of pay or charge to leave status.

SECTION 7. The arbitrator shall make a decision, which shall be final and binding on all participants, in light of the whole record and shall decide the case upon the weight of all substantial evidence presented. The opinion and award of the Arbitrator shall include findings of fact, and conclusions of law. Either party may, however, file exceptions to the Federal Labor Relations Authority (FLRA) of an Arbitrator's decision under regulations set forth in Sections 7121, 7122, and 7123 of the Authority, or other applicable Laws of the United States. All decisions of the Arbitrator shall be in writing and a copy thereof shall be submitted to the Employer and the Union normally within thirty (30) calendar days following receipt of post hearing briefs. Where post hearing briefs are omitted by mutual agreement, the decision of the Arbitrator shall normally be submitted within thirty (30) calendar days after close of hearing.

SECTION 8. Prior to submitting a grievance to arbitration, the parties shall meet to discuss the potential for a joint submission agreement (which may include joint stipulation of the facts) in which the Union and the Employer agree upon the precise issue to be decided. If a joint submission agreement is not possible, each party will then submit his statement separately to the Arbitrator and provide a copy to the other party. Where the joint submission statement of the parties is materially different, the Arbitrator will be required to frame the issue before proceeding into the merits of the case.

SECTION 9. In the event the Employer or the Union challenges any grievance on the basis of arbitrability, the threshold question and evidence regarding arbitrability shall first be submitted to the Arbitrator for a decision. If it is determined by the Arbitrator that the matter is arbitrable, the parties shall then proceed with the merits of the case. Either party may invoke the right to select a new Arbitrator in the event a particular case is deemed arbitrable.

SECTION 10. It is agreed that all time limits prescribed in this Agreement may be extended by mutual consent of the parties.

## ARTICLE 22

### 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 proper channels, for available job-related training and development experiences which will aid them in improving performance in their assigned duties, to maintain qualifications and proficiency as required under applicable statutes and regulations, and in preparing themselves for future career opportunities. In this regard, training programs, where practical, will be sufficiently publicized in advance, so that eligible and interested employees will know of their existence and the opportunity to apply and participate in them.

SECTION 2. In the selection of candidates for training or developmental experiences, the Employer will consider all employees whose knowledge, skill, attitudes, performance, and future career opportunities are likely to be improved by training and developmental experiences. When the following conditions are met, the Employer agrees not to unreasonably withhold approval of candidates for training or developmental experiences when proper application is made. 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, attitude, and performance level.
- d. Employee's previous training record.
- e. Employee's own interest and effort to improve his work.

If training is given primarily to prepare employees for advancement and is required for promotion, selection for such training shall consider seniority and be in accordance with the merit promotion program. Seniority for Police Officer training shall be defined as the graduation date from the Department of Defense Police Academy. For all other training, seniority shall be determined by the length of current, continuous service with the Employer.

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 a lack of funds cause reduction or cancellation of scheduled employee attendance at any scheduled training course which requires a DA Form 1556, the Employer agrees to make every reasonable effort to reschedule such training 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. The Employer agrees to offer and administer tuition assistance and reimbursement under which eligible employees will, under conditions established by the Employer, be eligible to receive tuition assistance and reimbursement for approved courses of instruction at accredited educational institutions. If both the course and the employee's attendance are approved by the Employer, the Employer agrees to pay fifty per cent tuition 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 trade or occupation.
- b. Courses which are related to the employee's job or appropriate to the logical development of the employee's career.

Employees who fail to satisfactorily complete such courses may be required to reimburse the Employer's share of tuition costs.

SECTION 6. The Employer agrees that the annual Physical Training Test will normally be administered during the month of June or later, with ninety (90) days advance written notice given. The Employer agrees to provide Unit employees participating in the Physical Training Test, with ten (10) hours of supervised physical training annually, during regular duty hours without loss of income, in order to prepare for said test. The Union shall have the right to consult and discuss with the Employer, the contents of testing requirements, review physical test documents and observe physical training.

SECTION 7. Employees who fail to meet annual physical fitness testing requirements will be counseled and provided the opportunity to retest not sooner than 90 days nor later than 120 days from the date of the failure. Passing the retest will meet the requirements for passing the annual fitness test. Failing the retest or refusing to take the retest will put the employee on notice that a failure on the next annual fitness test may result in adverse action. Employees with consecutive failures on annual tests are not entitled to a retest following the second failure.

SECTION 8. Employees scheduled to participate in the annual Physical Training Test, who by reason of temporary physical unfitness as determined by competent medical authority, shall be excused from such testing until determined medically fit to participate in such testing by competent medical authority. Personnel unable to test within one year may be subject to disqualification under the Individual Reliability program.

SECTION 9. In cases where unit employees have been designated by the Employer as first responders/Combat Life Savers, the Employer agrees to obtain the requisite training and certification at no cost to the employee.

SECTION 10. The Employer agrees to provide unit employees of the Police Company with at least annual weapons proficiency training in order to qualify and carry firearms set forth under their job classification, and Department of the Army directives, regulations, and applicable statutes. Unit employees will be given at least five (5) days advance written notice prior to weapons proficiency training. Qualification requirements will be subject to current regulations. The Union will be notified when weapons qualification requirements are amended and/or modified.

SECTION 11. Annual weapons proficiency training will include, where required, service weapons training, night weapons training, shot gun training, and M-16 weapons training. Pursuant to applicable Department of the Army directives and regulations, deadly force training may also be provided. When it is determined by the Employer that pepper spray, and/or mace is to be part of the police company defense arsenal, the Employer agrees to provide employees with proper training of such disabling protective material.

SECTION 12. Employees attending required training classes shall be considered in a pay status as though time actually worked, pursuant to applicable regulations and statutes. When employees travel to such training, they will be paid for the hours spent in a travel status that are determined to be hours of work under applicable laws and regulations. Unit employees required to travel off the island of employment to participate in Employer required training will be provided with the appropriate transportation arrangements (airline tickets), lodging accommodations, and per diem allowance, pursuant to applicable directives, regulations, and statutes.

## ARTICLE 23

### REDUCTION IN FORCE

SECTION 1. The Employer agrees that, whenever practical, prior to the issuance of official notice to the unit employees involved in a reduction in force action, the Union shall be provided with advance written notice of the number of employees and competitive levels to be affected, the date action is to be taken, and the reasons for the reduction in force. Upon request the Union will be given the opportunity to meet with the Employer and to gather information regarding the actions to be taken.

SECTION 2. The Union will be given the opportunity to view reduction in force documents that pertain directly to a unit member affected by a reduction in force when the Union is designated in writing as representative by the affected employee. Such examination of reduction in force documents will be conducted in cooperation with a representative of the Civilian Personnel Advisory Center.

SECTION 3. To avoid or minimize the adverse effects of a reduction in force, the Employer agrees that full consideration will be given to reassignment or transfer of employees affected by a reduction in force to available vacancies for which they are qualified or for which the Employer can secure waiver of the qualification standards. Placement shall be made in accordance with all applicable reduction in force rules and regulations.

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

SECTION 5. All career and career-conditional employees occupying competitive positions who receive notices of change to lower grade or separation by reduction in force and who are eligible may participate in the following outplacement assistance 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 PPP.
- c. Displaced Employee Program for priority certification or referral of displaced employees through the U.S. Office of Personnel Management.

SECTION 6. Employees placed in a lower grade position as the result of a reduction in force or job reclassification are entitled to retain the grade and pay of the former position for two (02) years from the date they are placed in the lower grade position in accordance with the provisions of 5 USC 5362 provided the employee possesses and maintains eligibility requirements outlined in the law. This feature may be applied in reductions in force only if the employee was in a higher grade for at least one (01) year and, in reclassification action only, if the former position was classified at the higher grade for at least one (01) year.

SECTION 7. In the event of a reduction in force, the Employer (or designee) will notify affected employees of the reduction in force and their rights as far in advance as possible, but not later than 60 calendar days before the proposed action becomes effective. The Employer (or designee) 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, and/or retained pay or grade retention in accordance with applicable regulations.

SECTION 8. Appeals concerning separation, reduction in grade, or furlough for more than 30 days because of reduction in force must be made to the Merit Systems Protection Board, unless a prohibited personnel practice is alleged.

## ARTICLE 24

### PERFORMANCE RATING

SECTION 1. Normally, a written performance rating will be prepared for each employee at least once during each 12 month period. Job elements and performance standards will be communicated to each employee at the beginning of the rating period. Where practical, employees will receive a job performance assessment at midpoint of the annual rating period.

SECTION 2. Employees will be given copies of all performance plans and job expectations including critical elements and standards that are related to the employee's position at the beginning of the rating period. The Employer retains the right to determine the content of the performance plan. An employee may request a Union representative be present if desired. Performance standards must be based on objective criteria and must define the level of acceptable performance which a competent employee can reasonably be expected to achieve.

SECTION 3. Current performance evaluations will be made known to each employee who has at least 120 days on the job and will be discussed with each employee prior to recording.

SECTION 4. The Employer agrees that any meritorious performance recognition will be accorded solely on a merit basis.

SECTION 5. At any time it is determined by the Employer that the performance of a non-probationary employee is deemed unsatisfactory, the employee concerned will be provided with a reasonable period of time to demonstrate improvement in those areas deemed unsatisfactory prior to any proposed removal or reduction in grade. The Employer will consult with the employee and provide in writing those specific areas of performance considered unsatisfactory along with a description of assistance the Employer will provide to assist the employee in improving to an acceptable level of performance.

SECTION 6. The Employer agrees to make a reasonable effort to ensure 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 7. Performance standards which the Employer uses to evaluate individual productivity or performance will be applied consistently and equitably.

SECTION 8. The employee's signature after the review of the performance rating indicates the employee has reviewed the completed rating of record and that it has been discussed with the employee.

The employee's signature shall in no way be construed that the employee agrees with all the information contained therein or that the employee forfeits any rights of review or appeal. The employee may make comments on the rating form or attach a separate page. Employees dissatisfied with any part of the official performance rating assigned may initiate a grievance under the negotiated grievance procedure.

SECTION 9. An employee shall not be rated on performance standards or objectives which have not previously been made known or which the employee has not had the opportunity to meet.

SECTION 10. Concerning any changes in the official job description of a bargaining unit employee, including the development of new performance standards reflecting the changes, the Employer agrees to first discuss the matter with the affected employee and the Union pursuant to the terms of this Agreement.

SECTION 11. It is agreed and understood that the function and responsibility of preparing and completing each employee performance review and rating is the sole responsibility of the Employer. Based upon this understanding, bargaining unit employees shall not be required or responsible for preparing formal employee performance reviews and ratings.

SECTION 12. It is agreed and understood that issues involving behavioral problems shall not be an appropriate subject matter for inclusion in an employee's formal performance rating.

## ARTICLE 25

### 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 24 of this Agreement for the position. A determination by the Employer 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 Civilian Personnel Advisory Center, 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 any shortcomings in writing, and give the employee 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 Union Assistant Business Agent or Steward if requested by the employee.

SECTION 5. The decision to grant or withhold the within-grade increase to any employee must be supported by the employee's most recent performance appraisal. If the most recent appraisal does not support the decision to withhold a within grade increase, the supervisor shall provide to the employee, in writing, at least 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 and where practical, assistance, on what the employee must do to bring his work product up to an acceptable level.
- c. A statement that the employee's performance may not be determined as being at an acceptable level unless improvement to an acceptable level is shown.
- d. A statement that the employee has a period of sixty (60) days in which to bring performance up to an acceptable level.

SECTION 6. If during the intervening period, the employee's performance then 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 so notify the employee in writing that the within-grade increase will be withheld. The notice shall include specific reasons for the action and shall inform the employee of his/her right to request reconsideration and

the time limits in which to do so. If the negative determination is sustained after reconsideration, the employee will be so informed in writing of his right to file a grievance under the negotiated grievance procedure.

SECTION 7. If a grievance or reconsideration decision is found in favor of the employee, the within-grade increase shall be retroactive to the original effective date.

## ARTICLE 26

### VOLUNTARY ALLOTMENT OF DUES

SECTION 1. The Employer agrees that payroll deductions for the payment of Union dues shall be made from the pay of employees who voluntarily request such dues deduction, and who are bonafide members in good standing of the Union. In implementing the dues deduction program, the Employer and the Union shall be governed by provisions of this Article, applicable regulations, and Department of the Army directives.

SECTION 2. Any employee covered under this Agreement desiring to have Union dues deducted from their pay may, at any time, complete and sign Section B of Standard Form 1187, Request for Payroll Deductions for Labor Organization Dues. Section A of the form shall be completed and certified by the Union authorized official (or designee), who shall forward or deliver it through the Civilian Personnel Advisory Center (CPAC) to the Civilian Pay Section, Defense Accounting Office-Fort Shafter, hereinafter referred to as the "Agency." The form must be received by the CPAC no later than close of business on the last Monday preceding the pay period during which the initial deduction is to be made. The CPAC will certify the form and forward it to the Agency in time for the deduction to be processed with the payroll. An employee may not request deduction from their pay of dues to more than one labor organization.

SECTION 3. The Employer agrees to deduct dues in accordance with the Union's existing schedule of dues, which is the regular, periodic amount required for the member to maintain good standing in the Union. Deductions shall be made each pay period from the pay of an employee who has voluntarily requested such allotment for dues. The amount to be deducted each pay period shall be furnished by the Union's authorized official (or designee), under Section A of Standard Form 1187, and shall remain as originally certified on said allotment form until a change in the amount of such deductions is certified by the Union authorized official (or designee) and such certification of change is duly transmitted to the Employer. It is understood that no deduction for dues will be made by the Agency in any period for which the employee's net earnings after other deductions are insufficient to cover the full amount of the allotment of dues.

SECTION 4. The total dues withheld each pay period shall be transmitted to the Union Dues Office by check, not later than 10 working days after the close of each pay period. With each check, the Agency agrees to provide the Union a list reflecting the installation, labor organization, pay period dates, employee names and amounts deducted, total amount collected for the pay period, total amount withheld by the Agency and the reason for any withholding, and the net amount remitted. Administrative errors in remittance checks will be corrected and adjusted in the next remittance check issued to the Union.

SECTION 5. An employee who has authorized the withholding of Union dues may request revocation of such authorization at any time by completing and submitting Standard Form 1188, Cancellation of Payroll Deduction for Labor Organization Dues, which will be furnished by the Employer. Upon receipt of a revocation form or a request properly completed and signed by the employee, the Agency will discontinue the withholding of dues from the employee's pay, effective the first full pay period for which a deduction would otherwise be made beginning a) after the first anniversary date of initial dues withholding or b) after March 1 annually, provided the withholding has been in effect for at least one year. The Agency shall promptly notify the Union in writing of all such revocations received.

SECTION 6. All deductions of Union dues provided for in this Article shall be automatically terminated in the event of loss of exclusive recognition by the Union; when an employee leaves the Unit as a result of resignation, retirement, transfer, or other separation from the rolls of the Employer, reassignment or promotion to a supervisory position, or other personnel action which places the employee outside the Unit; when the dues withholding agreement is suspended or terminated by appropriate authority outside the Department of Defense; or when the employee has been suspended or expelled from the Union, in which case the Union shall give written notification to the Employer within 10 workdays after the employee is no longer a member in good standing.

SECTION 7. The Union shall be responsible for ensuring that Standard Form 1187 is purchased and made available to its members, and shall ensure that the forms are properly completed and certified before transmitting them to the Employer. The Union recognizes its responsibility for seeing that its members are fully informed and educated concerning the program for payroll deductions of Union dues, its voluntary nature, and the use and availability of the required forms.

SECTION 8. A change in the amount of an allotment for the payment of dues to the Union may not be made more frequently than once each calendar year. Such changes shall not require submission of new Standard Forms 1187, but will be accomplished by written notification from the Union to the Employer indicating the change(s) and effective date of the change. Any change in the amount of an employee's allotment of Union dues paid to the Union shall become effective with the deduction allotment made on the first pay period after receipt of a certification of change notice by the Employer from the authorized Union official, or a later date, if so requested by the Union.

SECTION 9. The Union shall furnish the Agency at the earliest practicable date the name(s) and signature(s) of its representatives who are authorized to certify Section A of the Standard Form 1187, the amount of dues to be withheld and instructions for preparation and mailing of remittance checks. The Union shall be responsible for

giving the Agency prompt written notification of any changes in authorizations.

SECTION 10. Nothing in this Agreement shall require an employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions subject to provisions of this Article.

## ARTICLE 27

### GENERAL PROVISIONS

SECTION 1. The Employer and the Union encourage all employees in the Unit to participate in the Suggestion Program. It is the desire of the Employer and the Union that all beneficial suggestions, including cost containment ideas be processed in a timely and expeditious manner.

SECTION 2. The Employer agrees that upon request by an employee, non represented 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, provided however, that such positive action is within the discretion of the Employer. The employee may be accompanied by his Union representative 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 take action in considering the employee for a particular award, the employee will be given an opportunity to confer with appropriate management officials to present his views and additional facts, if any. The employee may be accompanied by his assigned Union representative at such a discussion, if the employee so desires. The Employer further agrees that if facts presented during the discussion or immediately thereafter warrant favorable consideration to the employee, positive action will be taken to satisfy the employee provided however, that such positive action is within the discretion of the Employer.

SECTION 4. Upon request by the Union, the Employer agrees to furnish the Union with a listing showing the names, grades, job titles, work locations, and duty telephone numbers of all employees in the Unit. The Employer shall not be requested to furnish an updated listing sooner than six (6) months of last submission to the Union, provided however, that such listing is not materially reduced during the intervening six (6) month period by twenty-five percent (25%) or greater.

SECTION 5. In order to assure the Union's availability to 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 the Employer and Headquarters, U.S. Army Garrison, Hawaii (USAG-HI).

SECTION 6. The Employer agrees to publish and furnish copies of this Agreement to all Unit employees, and to Union officials who are responsible for administering the Agreement.

SECTION 7. The Employer agrees that each newly hired or 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 non represented supervisor.

SECTION 8. Depending on the nature of the handicap, the Employer will give special consideration to the assignment of a reserved parking space, when available, for use by handicapped employees, irregardless of whether the condition of handicap is temporary or permanent.

SECTION 9. 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, or age. The Employer and the Union both support affirmative Equal Employment Opportunity (EEO) action as set forth in the local EEO Plan of Action. Union support will include active participation in the development of the EEO Plan of Action. Union support will include active participation in the development of the EEO Plan of Action by written input at the time of each new Plan's preparation.

SECTION 10. Employees may be required, on occasion, to travel in the performance of their official duties. When such travel is necessary and authorized by the Employer, it will be performed under procedures prescribed by pertinent regulations. Travel allowances, including mileage allowances and per diem, as well as overtime, will be paid when authorized in accordance with government-wide directives and regulations.

SECTION 11. The Employer and the Union realize that not uncommon after an Agreement similar in part 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 from being made by either party hereto, insofar as this Agreement is concerned, the parties have agreed and do hereby agree that no provisions or terms of the Agreement may be amended, modified, altered, or waived except by the express written document executed by the parties hereto.

SECTION 12. The Employer agrees that employees assigned to responsibilities, if any, for securing office facilities and/or other installations, and taking fire prevention measures will be allowed sufficient time during duty hours at the end of the workday to accomplish those responsibilities.

SECTION 13. The Employer and the Union agree to Labor-Management meetings at mutually agreeable dates, times, and location in order to review general labor relations problems, the Employer's business and continuous employment outlook, and other items of general concern. However, it is the intent of the parties not to use such meetings as a second grievance procedure.

SECTION 14. The Employer will provide employees with the maximum Uniform Equipment Allowances consistent with applicable rules, regulations, and statutes.

## ARTICLE 28

### EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. It is agreed between the parties that equal employment opportunity shall be afforded all employees on the basis of merit. There shall be no discrimination or favoritism displayed towards any employee based upon race, creed, color, religion, gender, national origin, age, marital status, political affiliation, membership or non-membership in a labor union, or non-disqualifying handicapping condition.

SECTION 2. Any employee within the bargaining unit who believes they have not been treated properly pursuant to the prohibitions hereinabove stated under this Article, may elect to protest the matter under applicable statutory procedures, or the negotiated grievance procedure, but not both.

## ARTICLE 29

### UNFAIR LABOR PRACTICE (ULP)

SECTION 1. Prior to the filing of a ULP charge, the parties to this Agreement concur that every reasonable attempt to resolve the pending matter will be made including but not limited in the following manner-

a. The party alleging the ULP shall file a written charge with the other party setting forth a clear and concise statement of the facts and the remedy desired.

b. The parties shall meet and make every attempt to resolve the charge using all means at their disposal.

SECTION 2. If the matter continues to remain unresolved, either party may then file a formal charge with the Federal Labor Relations Authority with a copy of the filed charge being provided to the other party.

SECTION 3. The filing of a ULP charge on behalf of the Union may only be filed by the cognizant Union Business Agent.

## ARTICLE 30

### DURATION OF AGREEMENT

SECTION 1. This agreement shall become effective upon signature by both parties and satisfactory postaudit review by DOD for legal, regulatory, and negotiability compliance. Such review will be completed within 30 days from the date of the Agreement's execution. Should the postaudit review reveal any violation of applicable law, rule, or regulation, the Employer will notify the Union of the violation and the two parties will take appropriate actions to resolve the matters. If DOD does not approve or disapprove the Agreement within the 30-day period, the Agreement shall take effect and shall be binding on the parties hereto.

SECTION 2. This Agreement shall remain in full force and effect for three years from the date of postaudit approval, and 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 DOD and DA, regulations of other appropriate authorities, and applicable laws.

SECTION 3. In the event either party provides notice to terminate or renegotiate this Agreement in accordance with Section 2 of this Article, this Agreement will remain in full force and effect until negotiation of the new Agreement is completed and DOD postaudit approval is obtained.

SECTION 4. Should any part or provision of this Agreement be rendered invalid by reason of any existing or future laws or regulations, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect.

SECTION 5. Upon mutual agreement, this Agreement may be reopened by the Union at any time after it has been in effect for six (6) months. Any request for negotiations under this Section 5 of Article 30 shall be in writing.

APPENDIX I

OFFICIAL TIME REQUEST/REPORT

Part I Instructions: Prior to departing the worksite, each assistant business agent (ABA) or steward or employee is obligated to provide his supervisor (or the supervisor's designated replacement) with the following information for official time approval and reporting purposes. This request must be approved by the non-represented supervisor prior to the individual's departure from the worksite. Supervisors will not unreasonably withhold approval for official time when proper application is made. In the event that the official time request cannot be immediately granted, consideration may be given to rescheduling its use at a more convenient time. Upon approval, the supervisor will retain a copy of completed Part I of this form. A copy will be provided to the requester for completion of Part II, including verification by both parties, once the requester returns to the worksite.

Name of Requester

Organization

Destination: \_\_\_\_\_

Person(s) to be contacted: \_\_\_\_\_

Subject of representation: \_\_\_\_\_

Date(s)/time(s) of departure:

(If multiple dates are being requested and such dates fall into different pay periods, a new form will be required for each affected pay period.)

Estimated time of return: \_\_\_\_\_

Request initiated by: / / Mgt / / Empl / / Union/ABA/Steward

Approved/Disapproved By:

Supervisor's Signature/Date/Time

(If disapproved, reason for disapproval: \_\_\_\_\_)

(continued on next page)

Part II Instructions: Upon return to his worksite, the requester will check in with his supervisor (or his supervisor's designated replacement) and provide the following information.

Date/time of return: \_\_\_  
Total time spent: \_\_\_\_\_

Nature of business (check as appropriate):

- \_\_\_\_\_ Basic, renegotiation, or reopener negotiations
- \_\_\_\_\_ Mid-term negotiations
- \_\_\_\_\_ Advise employee(s) on grievance(s)
- \_\_\_\_\_ Present grievance
- \_\_\_\_\_ Represent in disciplinary/adverse action
- \_\_\_\_\_ Attend formal meeting called by management
- \_\_\_\_\_ Represent before third party
- \_\_\_\_\_ Witness in arbitration
- \_\_\_\_\_ Periodic Union/management meeting
- \_\_\_\_\_ Prepare response to management grievance
- \_\_\_\_\_ Represent employee during investigatory interview
- \_\_\_\_\_ Consultation with management
- \_\_\_\_\_ Prepare for formal meeting
- \_\_\_\_\_ Present Union grievance
- \_\_\_\_\_ FLRA proceeding
- \_\_\_\_\_ Prepare response to management proposal for new/modified rule
- \_\_\_\_\_ Investigation of complaint
- \_\_\_\_\_ Safety complaints (including OSHA investigations)
- \_\_\_\_\_ Representational functions as provided by other statutes or regulations (e.g., EEO, MSPB)
- \_\_\_\_\_ Other (when performing other functions where official time is authorized by the terms of this Agreement)

Upon verification by all parties, initial in space provided below.

Supervisor's initials: \_\_\_\_\_

Requester's initials: \_\_\_\_\_

APPENDIX II

GRIEVANCE FORM

Date: (Step 1) \_\_\_\_\_

Grievant's Name: \_\_\_\_\_

Job Title and Grade: \_\_\_\_\_

Work Location: \_\_\_\_\_

Date/Nature of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Remedy/Action Desired: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Grievant: \_\_\_\_\_

Signature of Union Representative: \_\_\_\_\_

Employer Acknowledgement of Receipt: \_\_\_\_\_

Date Received: \_\_\_\_\_

TO BE COMPLETED BY UNION REPRESENTATIVE

Date Unresolved Grievance Moved to Step #2: \_\_\_\_\_

Date Unresolved Grievance Moved to Step #3: \_\_\_\_\_

Non Represented Supervisor's Statement

This is to certify that on \_\_\_\_\_, a Step 1, Step 2, Step 3 (circle appropriate Step) grievance hearing was held with \_\_\_\_\_ and his/her Union Representative to discuss the attached grievance. I was unable to resolve the grievance for the following reason(s) (use additional sheets if necessary)

---

---

---

---

---

---

---

---

DATE COPY FURNISHED TO GRIEVANT: \_\_\_\_\_

DATE COPY FURNISHED TO UNION REPRESENTATIVE: \_\_\_\_\_

SIGNATURE OF NON REPRESENTED SUPERVISOR: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_