

AGREEMENT

Between

**599TH TRANSPORTATION GROUP
WHEELER ARMY AIRFIELD, HAWAII**

And

**NATIONAL ASSOCIATION OF
GOVERNMENT
EMPLOYEES/SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 556**

AFL-CIO

2004

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PREAMBLE

This Agreement is made and entered into by and between the 599TH TRANSPORT, hereinafter referred to as the "Agency", and NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES (NAGE), hereinafter referred to as "Union".

WITNESSETH

The Agency and the Union share the conviction that the public interest can be best served by a constructive labor-management relations program, which provides for optimum participation of employees, through cooperative relationship with the Union in the formulation and implementation of policies and practices, which affect them. Both parties are committed to the development of a program, which achieves that objective.

ARTICLE 1

EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

SECTION 1. The Agency recognizes the Union as the exclusive representative of all employees covered by this Agreement, with respect to their interests in the matters of grievances, personnel policies and practices or other matters affecting general working conditions.

SECTION 2. The unit to which this Agreement is applicable consists of all non professional employees of the 599th Transportation Group, Wheeler Army Air Field, Schofield Barracks, Hawaii, who are located in Hawaii, including employees located at Pearl Harbor, Hawaii. Excluded are all employees not located in Hawaii, including those located at Yokohama, Japan; Guam; and Pusan, Korea; professional employees; management officials; supervisors; and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6), and (7).

ARTICLE 2

ADMINISTRATION OF CONTRACT

SECTION 1. The following Articles constitute the entire Agreement. The Parties have had full opportunity to raise any and all issues during negotiations, and this Agreement represents the sum total of the terms and conditions which the Parties agree to abide by for the duration. However, if during the initial three-year term of this Agreement, the Parties agree that identical terms of the Agreement are not workable as written, they may mutually determine to bargain over the problem areas in the provisions. Agreements reached as a result of such bargaining and any bargaining based on changes in working conditions occurring during the term of the Agreement may result in a Memorandum of Understanding or Agreement as appropriate.

SECTION 2. The administration of all matters covered by this Agreement is governed by existing or future laws; by published Government-wide, Department of Defense (DOD) and Army regulations in existence at the time the Agreement was approved; by subsequently published regulations required by law; and by subsequently published Government-wide, DoD and Army regulations.

ARTICLE 3

REPRESENTATION

SECTION 1. The Agency shall recognize the officials and designated representatives of the Union. The Union shall maintain and provide to the Labor Relations Specialist accurate and current information on all Union officials and authorized representatives, with their assigned areas of responsibilities. The primary points of contact between the Employer and the Union, for the purpose of the administration of the contract shall be the Labor Relations Specialist at the servicing Civilian Personnel Advisory Center and the Executive Director of the Union.

SECTION 2. Union representatives who are not employees of the 599th and who desire admission to the worksite will make arrangements through the Commander or his designee in advance of a visit.

SECTION 3. The Union shall have the right to designate stewards as follows: one chief steward and a steward. The function of a steward is to receive, investigate and process complaints and/or grievances under the terms of this Agreement and represent employees under the terms of this Agreement.

SECTION 4. The Agency and the Union shall encourage their respective representatives to seek mutually acceptable solutions of problems at the lowest level. Consultation shall commence between appropriate stewards and supervisors. This does not deny the Union the opportunity of discussion with higher levels of management.

SECTION 5. OFFICIAL TIME

A. General

1. Definition:

- a. "Official time" means time granted by the Agency to a bargaining unit employee whose name has been provided in accordance with Section 1 of this Article by the Union to the 599TH Commander as being a steward of the Union to perform representational functions, when the employee would otherwise be in a duty status. Such time granted is without charge to leave or loss of pay, and is considered hours of work.
- b. "Representational functions" means the following activities:
 - (1) Negotiations over the impact and/or implementation of changes in conditions of employment of bargaining unit employees, which occur during the term of this Agreement.
 - (2) Presentation and processing of grievances under the negotiated grievance procedure
 - (3) Participation on committees or panels as authorized by this Agreement.

- (4) Participation in proceedings before the Federal Labor Relations Authority (FLRA) in accordance with FLRA's rules and regulations.
 - (5) When engaged in collective bargaining over the renewal of this Agreement.
 - (6) Attendance at management-initiated meetings not otherwise described in this Agreement, when invited.
2. Prohibited Activities. Official time shall not be granted for the following activities except as ruled negotiable by pertinent FLRA decisions:
 - a. Matters pertaining to internal management of the Union.
 - b. Membership meetings.
 - c. Soliciting of memberships.
 - d. Collecting of dues or assessments.
 - e. Campaigning for Union Office.
 - f. Distributing or posting of union literature, notices and authorization cards.
- B. Use of Official Time. Reasonable time off during work hours will be authorized without loss of pay or benefits to permit the recognized stewards who are employees of the Employer to carry out their representational functions to the employees in the unit. The Union agrees to encourage its stewards to use a minimum amount of time when conducting appropriate business within the scope of this Agreement. Management reserves the right to determine the hours of official time which will be approved as reasonable under this Section.
- C. Release of Union Officials to Perform Representational Functions.

When a steward desires to leave his work area to transact appropriate Union business during work hours, he shall first obtain oral permission from his immediate supervisor. If the supervisor is unavailable, permission shall be requested from the next higher echelon of supervision. If permission is denied, the supervisor will inform the steward of the reasons for the denial and of when the steward can reasonably expect to be released or to leave his work area to make a contact in another area. If the steward is consulting with an employee, permission must also be obtained from the supervisor of the employee with whom the steward plans to conduct labor management business. If circumstances preclude permission at the time, the representative will be informed when such permission will be granted. Prior to discussions with an employee in another work area, the steward will report to the immediate supervisor of the employee. When the meeting is completed, the steward shall immediately return to his work assignment and notify his supervisor of his return. Contacts between stewards and employees will normally take place in the immediate vicinity of the employee's work area. The employee and steward may move to another location after notifying both of their supervisors. Labor-management business will normally be conducted during the regular duty hours of the individuals concerned with the matter at hand. Such business will be conducted while on overtime status if the requirements set out by Government-wide regulation are met. Official time used for all

representational purpose will be documented on the form found in Appendix 2. The form will be filled out immediately upon return to the duty area and retained by the supervisor. Each Union official/steward will notify his/her supervisor each time representation

SECTION 6. If requested the Agency shall grant eight hours per calendar year of official time to Union representative to attend Union-conducted training that is of mutual concern to the Agency and the Union and where the Agency's interest will be served by the representative's attendance. The union will submit a schedule of the training and the subject matter(s) to be covered to the Agency at least 10 working days in advance along with the request for official time; requests will be submitted to the representative's supervisor through the Labor Relations Specialist. Official time will not be granted to attend training regarding internal union business. Supervisors may deny requests for training (either official time or annual leave) based upon mission needs. The training will be at no cost to the government, including tuition, travel or per diem.

ARTICLE 4

RIGHTS OF THE EMPLOYER

SECTION 1. Management officials of the Employer have the authority

- A. to determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and in accordance with applicable laws;
- B. to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
- C. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
- D. with respect to filling positions, to make selections for appointments from:
 - 1. Among properly ranked and certified candidates for promotion; or
 - 2. Any other appropriate source; and
- E. To take whatever actions may be necessary to carry out the agency mission during emergencies.

SECTION 2. Nothing in this Agreement shall preclude the Agency and the Union from negotiating procedures that the Employer will observe in exercising authority under this Article and in negotiating appropriate arrangements for employees adversely affected by the exercise of the authority contained in Section 1 above.

SECTION 3. Wherever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

ARTICLE 5

UNION'S RIGHTS

SECTION 1. The Union is the exclusive representative of the employees in their bargaining unit and is entitled to act for and negotiate collective bargaining agreements covering all employees in the bargaining 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 bargaining unit or their representative concerning any grievance or any personnel policy or practices or other general condition of employment; or
- B. any examination of any employee in the bargaining 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. The Agency shall annually inform all employees in the bargaining unit of their rights under Section 2(b) of this Article. This information shall be posted on all appropriate bulletin boards.

SECTION 4. The agency recognizes the right of the Union to initiate mid-term and impact and implementation bargaining to the extent provided by law.

ARTICLE 6

EMPLOYEE'S RIGHTS

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

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

SECTION 2. Employees have the right to refer or not refer work-related problems to the Union without fear of reprisal. The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to labor organization membership.

SECTION 3. Nothing in the Agreement shall require an employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction.

SECTION 4. In accordance with applicable laws and the terms of this Agreement, employees in the bargaining unit have the right to be represented by the Union without discrimination because of membership or non-membership in the Union.

SECTION 5. Employees will be permitted to wear union insignia at work, provided that such insignia are reasonable in size, appearance and content.

SECTION 6. Employees have the right to expect their supervisors to treat them with courtesy and respect, just as these employees are to treat their supervisors and fellow employees with courtesy and respect.

SECTION 7. The Union and Employer agree that resolution of matters arising between employees and the Employer shall be accomplished as informally as possible and at the lowest level of supervision practicable. If this procedure does not result in resolving the problem, employees have the right to initiate a grievance in accordance with Article 28 of this Agreement for matters involving the interpretation or application of the Agreement.

ARTICLE 7

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The parties agree that equal employment opportunity shall be afforded all employees on the basis of merit. There shall be no discrimination displayed by either party.

SECTION 2. Matters concerning equal employment opportunity are not grievable under this Agreement. An Employee within the bargaining unit who believes he has not been treated properly pursuant to the prohibitions stated in Section 1 above may pursue complaints under applicable statutory and regulatory procedures. Employees may contact the servicing Equal Employment Opportunity Office to obtain information about procedures to file a complaint.

SECTION 3. A person who files an EEO complaint has the right to be represented by any representative of his/her own choice at any stage of the complaint procedure. When a complainant elects to exercise that right, he/she must advise the Agency in writing of the name of his/her chosen representative. The complainant may also terminate or replace his/her representative, in which case he/she must also advise the Agency in writing. Nothing in this Section imposes any obligation upon the Agency to provide EEO complainants with attorneys.

ARTICLE 8

TRAINING AND CAREER DEVELOPMENT

SECTION 1. Training that is provided to employees will be accomplished in accordance with existing policies and regulations. Employees will be provided necessary opportunities for training to improve performance with emphasis on attaining maximum proficiency in present assignments, and will be advised of available training including self-development opportunities. Training requirements and opportunities will depend on mission needs and budget considerations. When appropriate training has been identified and funds are available, employees will be selected to attend based on the needs of the organization.

SECTION 2. The Employer will actively stimulate and encourage the interest of employees in self-development, and provide information on known self-development sources. The Union will also provide guidance and encouragement to its members to engage in self-development activities. Employees who are interested in pursuing courses of training or higher education at their own expense are encouraged to do so.

ARTICLE 9

JOB CLASSIFICATION

SECTION 1. The determination of the contents of a Job Description is a retained management right. When the Employer updates a job description, the supervisor will inform the employee of the changes and the employee will be able to provide input to proposed changes. The supervisor will provide the employee a copy of the revised job description.

SECTION 2. The Employer will maintain accurate position descriptions that reflect the significant duties to be performed. Position descriptions containing "and other duties as assigned" or similar phrases will not be used as a basis for assigning duties to an employee on a regularly recurring basis which are unrelated to his/her principle duties.

SECTION 3. When differences concerning the accuracy of the content of a position description cannot be resolved between the supervisor and the employee, the employee/Union representative may file a grievance under the negotiated grievance procedure. Such grievances will not include issue(s) concerning the appropriate classification of the title, grade and/or series of the position. The matter concerning content accuracy must be resolved before an employee may file a position classification appeal.

SECTION 4. An employee who feels his/her position description is improperly classified will meet and discuss this matter with his/her supervisor for clarification. Should the supervisor be unable to answer the employee's questions, the supervisor will arrange for a meeting with the appropriate personnel specialist, the supervisor, and the employee. The Union shall be afforded an opportunity to attend such meetings, if requested by the employee. Should this meeting fail to answer the employee's questions, the employee may file a position classification appeal. Employees may have a Union representative, or representative of their choice, to assist them with the appeal. The Agency will provide the employee and the employee's designated representative with information regarding the appeal process.

ARTICLE 10

MERIT PROMOTION

SECTION 1. The primary objectives of career management are to anticipate and meet continuing and future personnel needs with the highest quality staffing and to provide foreseeable career opportunities, which will attract, develop, and retain qualified employees. The agency agrees to administer the career management program in accordance with applicable rules and regulations and to provide counseling assistance to employees.

SECTION 2. The Agency agrees to support upward mobility positions wherever possible.

SECTION 3. Promotion actions will be documented and records maintained in accordance with requirements established by the applicable servicing personnel organization.

SECTION 4. Promotion actions will be accordance with the Pacific Region Merit Promotion and Placement Plan.

SECTION 5. In order to informally resolve complaints that may arise regarding the process, the Union may request the command group informally review a particular merit promotion procedure.

ARTICLE 11

EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. When an employee's problem interferes with the efficient and proper performance of his/her duties, reduces dependability, or reflects discredit upon the Agency, supervisors will either advise or encourage troubled employees to pursue help through the Employee Assistance Program.

SECTION 2.

- A. The Union agrees to cooperate fully with the Agency in attempting to rehabilitate and improve work performance, if appropriate, of affected employees who need assistance under the provisions of this program.
- B. The Union and the Agency recognize that the program is designed to deal forthrightly with the problem at an early stage when the situation is more likely to be correctable.

SECTION 3. Employees undergoing a prescribed program of treatment will be granted sick leave on the same basis as any other illness when absence from work is necessary.

ARTICLE 12

SAFETY AND HEALTH

SECTION 1. GENERAL

- A. The Agency will, to the extent of its authority, provide and maintain safe and healthful working conditions for all employees. Safe and healthful working conditions will be determined in accordance with the definitions and standards contained in applicable statutes and in implementing regulations and directives.
- B. The Union will support the Agency's efforts to acquaint every employee with his/her safety and health responsibilities and encourage employees to work in a safe manner. It is the responsibility of employees to follow safe work practices and to promptly report unsafe working conditions to their supervisors without fear of intimidation or reprisal. If appropriate under the circumstances, and subject to mission requirements, the supervisor may remove the employee from the situation and refer the problem through appropriate channels for action.

SECTION 2. PERSONAL PROTECTIVE EQUIPMENT. Employees will wear protective gear, equipment and/or clothing furnished and/or prescribed by the Employer while performing assignments and will observe safe work practices. Employees will inform their supervisor, or designee, if equipment becomes unsafe during use or of unsafe working conditions. When the Agency furnishes personal protective equipment to employees, it will be without charge or cost to the employee. In such a case, only the employer will provide the required equipment; when individual prescriptions are necessary, employees will obtain them at their own expense. If it is not suitable for use by other employees, as determined by the Employer, the employee to whom it was issued will be allowed to retain such equipment when they no longer need it.

SECTION 3. SAFETY AND HEALTH INSPECTIONS. The agency will conduct safety and health inspections as required. Safety and health hazards discovered in these inspections will be corrected as expeditiously as possible.

SECTION 4. WORK IN UNSAFE AREAS. Those employees who are involved in occupations with identified safety/health hazards will follow all statutes, rules and regulations in effect at the time. The employees will be made aware of the hazards, informed of safe work practices, and educated in the use of appropriate personal protective equipment.

SECTION 5. SAFETY COMMITTEE. Management may form an ad hoc safety committee when it deems appropriate, to make recommendations on a particular issue.

ARTICLE 13

PERFORMANCE APPRAISAL & INCENTIVE AWARDS

SECTION 1. Total Army Performance Evaluation System (TAPES), AR 690-400, Chapter 4302, will be followed and adhered to until such time as the regulation or system for managing performance for the civilian work force is changed by appropriate law, rule or regulation. Any changes to the regulation or system occurring during the duration of this Agreement will be followed by the Parties.

SECTION 2. In order to ensure continuity and an objective appraisal, employees must be under an approved performance plan for a minimum of 120 days before receiving an appraisal. Normally, they will be supervised by the same supervisor during that period.

SECTION 3. The employee's appraisal and rating will be based primarily on the employee's performance in relation to the written performance plan.

SECTION 4. Employees will receive feedback throughout the rating period as to their progress. Supervisors will conduct initial and mid-point counseling sessions as a minimum. The absence of mid-point counseling will not prevent an annual appraisal being given.

SECTION 5. At the close of the rating period, the employee will discuss with the rater the results achieved for each objective and the basis for such determination as well as the overall rating.

SECTION 6. Employees in the bargaining unit use the negotiated grievance procedure to file a grievance in relation to their performance appraisal or other matters relating to the appraisal program.

SECTION 7. Performance Based Action (Unacceptable Performance).

- A. When an employee is considered to be performing at an unacceptable level at any time during the performance year, the employee will be notified and counseled on the deficient performance. Such notifications will include the critical objectives on which the unacceptable performance is based, specific instances of unacceptable performance, what action must be taken to improve the performance to an acceptable level, and what assistance, including training if appropriate, will be provided by the Employer to help the employee. Employees will be given a reasonable period of opportunity in which to improve their performance to an acceptable level. At the end of the opportunity period, the supervisor will appraise the employee's performance again. If the finding is that the performance remains unacceptable, the Employer will use the appropriate administrative procedures to reassign, demote, or remove the employee.
- B. Prior to and during the opportunity period, the supervisor's goal shall be to assist the employee to improve performance.
- C. The Commander or other designated officials may extend the advance notice period for an additional 20 working days. Further extension, not to exceed

20 working days can only be made with prior approval from the Commander. Extensions of the time limit for replying to notice(s) of proposed action may be granted if requested in writing by an employee or designated representative for valid reasons.

- D. In no case will the final decision to take corrective action be based on a matter not specified in the notice of proposed action.
- E. A decision to remove, reduce in grade, or reassignment may be based only on these instances of unacceptable performance by the employee which occurred during the one (1) year period ending on the date of the notice of proposed action.
- F. The decision to remove or reduce in grade shall specify the critical objective of the employee's position involved in each instance of unacceptable performance on which the reduction in grade or removal is based. It shall be concurred by an official in a higher position than the official who proposed the action (unless proposed by the Commander) and shall specify the employee's right of appeal to the Merit System Protection Board (MSPB) or the right to file a grievance under the negotiated grievance procedures; but not both. It shall provide the time limits for filing under both systems with the address of the appropriate MSPB office and a copy of the MSPB's Regulations and Appeal Form.

SECTION 8. Non-Competitive Promotions and Incentive Awards.

- A. Incentive Awards. The Law (5 U.S.C., Chapter 45) provides that incentive awards may be used as a form of recognition. They may be used to recognize superior performance by an individual employee, or to recognize a special act or service by an employee or by a group of employees. The incentive award may be a monetary, honorary, time off award or any combination thereof. When used to recognize a special act or service, the award is intended to recognize performance which exceeds job requirements as a one-time occurrence, such as performance on a particular project or assignment, a creative effort that contributes to science or research, or an act of heroism. While the periodic appraisal provides the opportunity to review and assess how actual performance compares with standards set for the job, supervisors should also recognize employees through awards at other times. If the supervisor determines that recognition is merited, the recommendation should be submitted as soon as possible so that the award will be timely.
- B. Quality Step Increases (QSI). As QSI is designed to recognize and to reward an employee who performs, on a continuing bases, the most important functions of the job in a manner that substantially exceeds normal requirements. Factors that may affect the decision to grant a QSI, include performance rating rendered under this program, availability of funds, other cash or honorary awards, and previous quality increases. Awarding of a QSI is only authorized once in a 52-week period for an individual employee.

SECTION 9. Rating Periods.

Ratings periods are governed by Department of Army or higher Agencies.

ARTICLE 14

OWCP INJURY COMPENSATION

The Office of Workers' Compensation Programs (OWCP), U.S. Department of Labor, administer benefits derived to employees under the Federal Employees Compensation Act. Employees are responsible for reporting all job-related injuries or recurrences and illnesses to the appropriate supervisor. When the Agency becomes aware that an employee has suffered illness or injury in the performance of duties, the supervisor or human resource liaisons will counsel the employee in such matters as; the right to file for compensation benefits; the appropriate compensation forms to be filed; the types of benefits available; the procedure for filing claims; and the option to use compensation benefits in lieu of sick leave.

ARTICLE 15

HOURS OF DUTY

SECTION 1. The administrative workweek for employees of the bargaining units is the calendar week beginning at (0001 hours) Sunday and ending at (2400 hours) the following Saturday.

SECTION 2. Normally, the basic workweek is 5 consecutive calendar days, Monday through Friday (5 CFR 610.121(a)(2)), unless local circumstances require a modification, during which:

- A. Full-time employees are required to be on duty regularly 8 hours per day.
- B. Normally, basic workweeks shall be scheduled in a manner that enables an employee's days off to be consecutive, and such days off shall include a Saturday or a Sunday.

SECTION 3. Employees will normally be notified seven (7) calendar days in advance of changes in the days and/or shift hours of their basic workweek unless the Agency determines that such notification would seriously handicap the Agency from carrying out its functions or it would substantially increase costs. The work schedule change will remain in effect for at least one week, consistent with applicable laws.

SECTION 4. When it becomes necessary to change an employee's basic workweek or shift, the employee will be notified of the reason for the change, the expected duration, and any applicable shift differential and/or hazard pay.

SECTION 5. The Agency will give good faith consideration to an employee's request for an eight (8) hour rest break between scheduled and unscheduled work assignments and the start of the next scheduled shift. An employee who exercises his right to request an eight (8) hour break will, if his request is granted, has the option of requesting annual leave or leave without pay for the hours missed in his following or regular shift assignment.

SECTION 6. Employees will receive a scheduled non-paid lunch period. When an employee works longer than eight (8) hour shift, if employee desires, he/she will receive a non-paid lunch period of 1/2 hour duration for every five (5) hours of continuous work thereafter. When an employee is called back to duty during his non-paid lunch period, he/she shall either be allowed to complete his lunch break or be compensated.

SECTION 7. Employees who are required to work at their immediate job site for work reasons during their lunch period will be compensated for such time. Employees in these situations shall be allowed to eat on the job unless it presents a safety hazard or there is no opportunity to eat.

SECTION 8. When an employee is required to travel away from his normal workstation on official business, government transportation will be provided. As an alternative, supervisors may authorize employees to use their privately owned vehicles (POV). Employees shall be reimbursed for mileage for POV use in accordance with the Joint Travel Regulation (JTR).

SECTION 9. Obtaining and returning government and personal tools, equipment, and materials from places of issue and designated storage areas; moving such tools, equipment and materials from such places or from one work location to another, or donning and removal of any government provided clothing and equipment shall be done on government time during shift hours.

SECTION 10. Normally all bargaining unit employees will be given on 15-minute rest period during the first portion of their respective work shift, and one 15-minute rest period during the last half of their work shift workload permitting. Rest periods will not be utilized to extend lunch periods, begin work late nor leave work early.

SECTION 11. Time spent on standby duty or in an on-call situation (5CFR 550.112(k))

- A. An employee shall be considered on duty and time spent on standby duty considered hours of work, if the employee, for work related reasons:
 - 1. Is restricted to agency's premises, or so close thereto that employee cannot use the time effectively for his/her own purposes.
 - 2. Although not restricted to the agency's premises:
 - a. Is restricted to his/her living quarters or designated post of duty;
 - b. Has his/her activities substantially limited; and
 - c. Is required to remain in a state of readiness to perform work.
- B. An employee shall be considered off duty and time spent in an on-call status not considered hours of work if the employee is allowed to (5 CFR 550.112(1)):
 - 1. Leave a telephone number or carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius.
 - 2. Make arrangements for another person to perform any work that may arise during the on-call period.

Section 12. Flexi-schedule.

- A. Within the guidelines outlined below, employees may establish work other than the normal tour of duty hours.
- B. Flexible periods are from 0630 – 0900 and 1500 – 1700. Within these periods employees with supervisor approval, may establish a scheduled workday. All employees must be present during the core time of 0900 – 1500 or use appropriate leave. Scheduling of work schedules will be such that personnel will be present to ensure the agency mission is carried out.
- C. Once a prearranged schedule has been approved, it becomes the basic workweek for the employee. Employees desiring to change their prearranged

work schedules must make the request in advance and in writing to the supervisor.

- D. The existence of the flexi-schedule does not alter other applicable laws and regulations concerning the utilization of leave, overtime compensation or rights of the employees.
- E. Flexi-schedule will not interfere with special working arrangements, established shift work, training classes or any other special instances, which require a standard schedule.

SECTION 13. Alternate Work Schedules (AWS)

- A. The basic work requirement for AWS is 5/4-9 compressed plan (CWS). Employees may request CWS from supervisors and after ensuring appropriate office coverage, supervisors may approve the request. All employees must be present, however, during the core time of the 0900-1500 or use appropriate leave. Sufficient personnel must be on duty during normal working hours 0800 – 1630 to ensure that the agency mission is properly carried out.
- B. This section applies only to full time employees. Under CWS, a full time employee works eight 9-hour days and one 8-hour day for a total of 80 hours in a biweekly pay period.
- C. Overtime Work. Overtime work is ordered or approved in advance by management and is in excess of the compressed work schedule's basic work requirement.

SECTION 14. Travel

Compensation for time in travel status away from the official duty station will be determined in accordance with applicable statutes, rules and regulations.

ARTICLE 16

OVERTIME ASSIGNMENTS

SECTION 1. Overtime work is defined as such work that is in excess of eight (8) hours per day or in excess of forty (40) hours per administrative workweek (except for approved compressed schedules).

- A. Non-exempt FLSA employees will be compensated for all overtime work, which is suffered or permitted, except that compensatory times may be granted when requested by an employee as authorized by regulations.
- B. Exempt FLSA employees may be granted compensatory time off in lieu of overtime pay in accordance with applicable regulations.
- C. Overtime will be computed in increments of 15 minutes.

SECTION 2. The assignment of overtime work is a function of management. Supervisors shall assign overtime work to employees as efficiently and expeditiously as practicable, distributing such assignments as fairly and equitably as feasible among qualified employees in accordance with their particular skills and the need for overtime work.

SECTION 3. Employees receiving overtime assignments, particularly to emergency/service and jobs in critical facilities, are expected to accept and regard such assignments, unless excused, as a continuance of the same responsibilities and obligations that apply to their basic employment, putting such assignments above their personal convenience. Employees absent from duty as a result of a disciplinary action shall not be assigned overtime for the duration of the suspension. Employees on annual leave, taken at their own request, should not be recalled to work overtime assignments except due to emergency situation or workload requirements. Employees shall be required to provide information as to how and where they can be contacted should a call for their services become necessary.

SECTION 4. Employees assigned to overtime work will be given as much advance notice possible for such assignment. Upon reasonable and timely request, the appropriate supervisor will normally relieve an employee of an overtime assignment, provided another qualified employee is available and has expressed their desire to the supervisor regarding their willingness to work.

SECTION 5. "Call-back overtime" is defined as irregular or occasional overtime work performed by an employee for who is required to return to the place of employment to perform the work. Employees shall be provided advance notice to the maximum extent possible, of the requirement to perform callback overtime work. At least two (2) hours overtime pay is guaranteed for callback overtime work.

SECTION 6. Necessary and pertinent information concerning overtime hours worked will be provided, to employees and/or Union to aid in resolving specific complaints concerning overtime distribution. It is recognized that fairness in overtime distribution cannot be determined solely on the basis of comparative hours worked and that other pertinent information must also be considered.

ARTICLE 17

EXTENDED LEAVE AND EXCUSED ABSENCES

SECTION 1. Management retains the right to authorize Leave With Out Pay (LWOP) in compliance with existing regulations. Subject to workload considerations and the need for the employee's services, requests for leave of absence without pay (LWOP) will be considered on their individual merit and be reviewed after six (6) months, and not exceed a period of one (1) year for each application. In considering the merit of each request, the following factors should be compelling:

- A. improved performance capability,
- B. protection or improvement of employee's health, and
- C. retention of a desirable employee.

SECTION 2. When an employee in the bargaining unit has been elected or appointed to a Union office or as a delegate to any Union activity requiring a leave of absence, such employee may be granted annual leave and/or LWOP consistent with regulations and workload requirements.

SECTION 3. Employees who are absent on extended LWOP shall accrue all rights and privileges accorded by regulations.

SECTION 4. Subject to workload considerations and the need for the employee's services, excused absences may be granted for varying periods under the following circumstances in accordance with applicable regulations.

- A. Voting and registration - With the exception of those instances when the polls are open for two (2) hours before or after the employee's scheduled tour of duty an employee who desires to vote may be granted administrative leave for that purpose.
- B. Blood donations - Provided that it is approved in advance, employees may be granted administrative leave not to exceed four (4) contiguous hours in a work day for the purposes of making blood donations and recuperating from donating blood
- C. For brief periods of tardiness.
- D. For tests, interviews and physical examinations as prescribed by the merit promotion regulations.
- E. For attendance at a funeral of an immediate family member in the service, who died while in a combat zone.

SECTION 5. Employees who are veterans may be granted administrative leave not to exceed four (4) contiguous hours in any workday to enable them to participate as active pallbearers or as members of firing squads or guards of honor in funeral ceremonies for members of the Armed Forces of the United States whose remains are returned from abroad for final interment in the United States, subject to applicable law and regulation.

SECTION 6. INCLEMENT WEATHER OR EMERGENCY CONDITIONS

- A. When it becomes necessary to close any duty station because of inclement weather or any other emergency condition as determined by the Commander:

Notification procedures shall be established in accordance with the circumstance attendant to each local situation. When those procedures provide for public media announcement and when any employee has reasonably relied on a public media announcement that his/her duty station or that all Federal offices in his/her area are closed due to weather or other conditions, management will strongly consider granting the employee excused absence if, in fact, the duty station remains open and management determines that the employee, relying on the announcement, is unaware that it is open.

1. Workdays in which Federal Offices are closed are non-workdays for leave purposes. Regular employees are excused without charge to leave or loss of pay; this does not apply to employees in a non-pay status on the day immediately before and after the day the office is closed.
- B. When it becomes necessary to close any duty station because of inclement weather or any other emergency condition developing during working hours, whether an employee should or should not be charged leave for an absence depends upon his/her duty or leave status at the time of dismissal:
1. If the employee was on active duty and was excused, there is no charge to leave for the remaining hours of the work shift following dismissal.
 2. If the employee was on duty and departed on leave after official word was received but before the time set for dismissal, leave is charged only for the time the employee departed until the time set for dismissal.
 3. If the employee was scheduled to report for duty after a leave period and dismissal is given before the employee can report, leave is charged until the time set for dismissal.
 4. If the employee was absent on approved leave for the entire work-shift, the entire absence is charged to appropriate leave (e.g. annual, sick, or LWOP, as applicable).
- C. When a duty station or an assigned site away from the duty station is open, but inclement weather or other emergency conditions affecting travel to the duty station, or an assigned site away from the duty station, prevents an employee from getting to work on time or not at all, and the employee presents to the supervisor a reasonably acceptable explanation and/or documentation related to the emergency, the supervisor may grant administrative leave.
- D. When an employee is officially authorized to use his/her POV for the convenience of the Government and that vehicle breaks down or is otherwise inoperative, the employee shall be in a duty status in connection with emergency repairs to the vehicle at the immediate time if the breakdown occurs while the employee is in an official travel status. In such situations, the employee will, as soon as practicable (within an hour, if possible), provide

the supervisor with an estimate of the situation and obtain appropriate instruction.

ARTICLE 18

HOLIDAYS

SECTION 1. Federal holidays will be observed as non-workdays to the extent practicable, consistent with workload and manpower requirements as determined by the Agency.

SECTION 2. The following are Federal Holidays:

New Year's Day	January 1
Martin Luther King Jr's Birthday	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans' Day	November 11
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25

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

SECTION 3. Holiday leave will be determined in accordance with 5 CFR 610.202 and 5 USC 6103.

ARTICLE 19

ANNUAL LEAVE

SECTION 1. Employees shall earn and accumulate annual leave in accordance with applicable laws and regulations. Annual leave will be granted to employees at the discretion of the Agency based on the employee's request and management's consideration of mission requirements (e.g. workload, staffing, and training), and normally will not be denied when he may otherwise lose leave because of maximum accumulation or forfeiture rules.

SECTION 2. During the month of February, each employee will furnish his immediate supervisor his/her proposed schedule of annual leave for vacation purposes. Employees will make every effort to adhere to the proposed schedule. Request for changes in projected leave may be made by employees as far in advance of the leave start date as possible and are subject to the approval of the supervisor. Employees will submit a request for annual leave (OPM Form 71) at least two weeks in advance of the first request day of leave. The projected leave schedule is not a substitute for the actual request for leave. The employee's supervisor must approve the leave request, orally and in writing, before the employee may take annual leave.

Employee request for leave for periods of other than above shall be granted whenever possible, consistent with work load requirements. When conflicts in requests arise, or when it becomes necessary to restrict use of leave, requests will be granted on a first come/first serve basis in accordance with Agency operating needs and the necessity for having certain skills available.

SECTION 3. Requests for occasional, unscheduled leave shall be submitted at least 24 hours in advance. The supervisor will advise the employee as promptly as possible whether leave is approved or not, and explain any denials in writing. If the employee's request is for a day or days for which more requests have been received than can be approved consistent with work requirements, approval will be granted on the basis of the earliest request received. Where the basis for the request for unscheduled leave could not have been foreseen 24 hours in advance, the employee will make the request no later than 15 minutes after the start of his shift.

SECTION 4. If the Agency cannot avoid canceling previously scheduled leave because of workload or emergency requirements, or when unscheduled leave is denied, the reason for such action will be explained to the affected employee at the earliest possible time, and every effort will be made to rescheduled or approve leave for the employee at another time most nearly suited to his preference.

SECTION 5. Request for leave for emergency purpose will be accomplished by the employee contacting his immediate supervisor or, in his absence, his designee who is authorized to approve leave, or the succeeding higher supervisor or supervisors in the chain of command. Notification will be made by the employee as far in advance as practicable prior to the day or time needed for such leave, but when advance notice is not possible, no later than one hour after the beginning of the shift on the workday on which the emergency leave needs to be taken.

SECTION 6. To avoid forfeiture of annual leave, employees will be reminded to have all use-or lose leave scheduled and approved not later than the beginning of the third pay period from the end of the leave year. Employees are responsible to keep track of their leave balance and plan accordingly.

ARTICLE 20

SICK LEAVE

SECTION 1. Employees will accrue sick leave in accordance with applicable laws and appropriate regulations. Sick leave is an employee benefit to be used by an employee for absence required by illness, injury, medical appointments, pregnancy and confinement, or to give care and attendance to a member(s) of his/her family who is ill. The Agency may also grant sick leave in accordance with the provisions of the Family Friendly Leave Act (codified in 5 CFR starting at 630.401 – Subpart D).

SECTION 2. It is the responsibility of the employee to notify his immediate supervisor, or in the absence of the supervisor an individual designated to act for him, if he is prevented from reporting to work because of incapacitating illness or injury. Notification will be made by the employee as far in advance of the beginning of the workday as practicable, but when advance notice is not possible, no later than one hour after the beginning of the shift. If compelling reasons prevent such advance notification, the employee will notify his supervisor as soon as practicable. The employee will inform his supervisor of the nature and the expected duration of the illness or injury if he knows it. Employees sent home from work because of illness or injury is subject to the forgoing requirements of the following workday, if still incapacitated. Employees must call in each day of their continuing illness, unless the nature of the illness or injury is such that the supervisor and the employee reach an understanding that the employee will be out for a specific number of days. In the case of such extended illness if the illness continues past the expected return date and is less than one week, the employee will call his supervisor before the day he is expected to return to extend the sick leave, and each day thereafter. When sick leave extends from one work week into the next, employees must notify their immediate supervisor or designated higher level supervisors on or before the first work day of the next and subsequent work weeks thereafter for the duration of the incapacitation, no later than one hour after the start of the employee's first shift of the work week. As an exception, if an employee submits medical certification indicating a specific period of extended absence (e.g., when hospitalization and recuperation is involved), notification will not be required for the period covered by the medical certification.

SECTION 3. Only the employee' immediate supervisor or, in his absence, another supervisor in the employees chain of command, has the authority to approve or disapprove leave.

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

SECTION 5. Employees shall not normally be requested to furnish a medical certificate to substantiate a request for sick leave unless the absence exceeds three (3) consecutive workdays. The medical certificate will be furnished to the supervisor within one workday after the employee returns to duty. In cases of sick leave of an extended duration, medical certificates may be required at reasonable intervals. In individual case where the Agency has reason to believe that an employee is abusing/misusing sick leave, the employee may

be required to provide acceptable medical documentation to substantiate each request for sick leave due to claimed illness, regardless of duration. In such cases, the Agency may take action it deems necessary including advising the employee of the questionable sick leave record and informing the employee of the reason(s) for the requirement. During this meeting the employee may be represented by the Union. The employee's sick leave record upon which this requirement is based will be made available to the employee during the meeting. At this time the employee will be advised to submit acceptable medical certification to substantiate all future requests for unscheduled sick leave due to illness. Written notice of this requirement shall, as a minimum, inform the employee of the starting date of the requirement and any provisions for review of the notice and shall explain fully the reasons for believing the employee is abusing/misusing sick leave. Every six months, the supervisor will review this requirement with the employee. After reviewing the record, if the supervisor determines there has been a sustained improvement in the employee's sick leave record, the supervisor will rescind the requirement and notify the employee in writing of his decision.

SECTION 6. Advance sick leave may be approved in accordance with applicable statutes and regulations. At the Employer's discretion, a maximum of 30 days sick leave may be advanced to an employee with a medical emergency or for purposes related to the adoption of a child. A maximum of 5 days of sick leave may be advanced for family care or bereavement purposes.

ARTICLE 21

FAMILY MEDICAL LEAVE ACT (FMLA)

SECTION 1. The Family and Medical Leave Act 1993 (FMLA)(5 CFR Subpart L, starting at 630.1201) provides covered Federal employees with entitlement to 12 work weeks of unpaid leave during any 12-month period for the following purposes: the birth of a son or daughter of the employee and the care of such son or daughter; the placement of a son or daughter with the employee for adoption or foster care; the care of spouse, son, daughter, or parent of the employee who has a serious health condition; or serious health condition of the employee that makes the employee unable to perform the essential functions of his or her positions. An employee may elect to substitute annual leave and/or sick leave, consistent with current laws and regulations, for any unpaid leave under the FMLA.

SECTION 2. Except as otherwise provided under the FMLA, upon return from FMLA leave, an employee shall be returned to the same position or to an "equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment." An employee who takes FMLA leave is entitled to maintain health benefits coverage. An employee may pay the employee share of the premiums on a current basis or pay upon return to work.

SECTION 3. Employees must provide their supervisor's notice of intent to take family and medical leave not less than 30 days before leave is to begin or as soon as is practicable. The Employer may request medical certification from FMLA leave taken to care for an employee's spouse, son, daughter, or parent who has a serious health condition or the serious health condition of the employee.

ARTICLE 22

COURT LEAVE

SECTION 1. In accordance with applicable regulations, an employee is entitled to paid time off without charge to leave for services as juror or witness. An employee who is summoned to serve as a juror in any judicial proceeding or as a witness in a judicial proceeding in which the Federal, State, or local government is a party is entitled to court leave. The employee is responsible for informing his supervisor if he is excused from jury or witness service for 1 day or more for a substantial part of the day.

SECTION 2. If an employee normally works a swing or night shift, he can request to have his tour of duty temporarily changed while on court leave. Supervisors will give reasonable consideration to such requests. If there is no jury/witness service, there is no court leave. The employee would be charged annual leave sick leave, or leave without pay, as appropriate.

SECTION 3. Employees must reimburse to the Employer fees paid for service as a juror or witness. However, monies paid to jurors or witnesses which are in the nature of "expenses" (e.g., transportation) do not have to be reimbursed to the Employer.

ARTICLE 23

UNFAIR LABOR PRACTICE (ULP)

SECTION 1. Prior to the filing of a ULP charge, the parties to this Agreement concur that every reasonable attempt will be made to informally resolve the pending matter.

SECTION 2. The filing of a ULP charge on behalf of the Union may only be filed by the cognizant Union Business Agent; management ULPs must be filed through the Civilian Personnel Advisory Center (CPAC), Labor Relations Specialist.

ARTICLE 24

DETAILS, REASSIGNMENT AND DEPLOYMENTS

SECTION 1. GENERAL

- A. A "reassignment" is defined as any change of an employee from one position to another without demotion or promotion within the Agency.
- B. A "detail" is the temporary assignment of an employee without change of Civil Service status or pay to a different position, other than his/her official position, for a specified period of time, with the employee normally returning to his/her regular duties at the end of the detail.
- C. Normally, an employee and the Union will be advised at least 15 calendar days prior to a non-voluntary reassignment or 2 calendar days prior to a detail that is expected to last more than 30 calendar days. If the detail is outside the local commuting area, normally a 7 calendar days notice will be provided.

SECTION 2. DETAILS

- A. Details are a way of broadening experience and demonstrating ability to perform at a higher level. Management will first determine which employees possess the qualification that management has determined are needed for the detail. Once that group of employees is identified, then volunteers may be solicited. If there are no volunteers, management will select based on inverse seniority. Employees selected on an inverse seniority basis will move to the bottom of the list for the next involuntary detail.
- B. Details will be appropriately documented in accordance with applicable regulations.
- C. Details will be used judiciously and will be terminated as soon as the need for the detail no longer exists.
- D. When an employee is to be detailed to a higher graded position for more than 30 calendar days, he shall be temporarily promoted, if qualified.
- E. During a detail to a lower-graded position, the employee continues to occupy his position of record and to be paid at his regular hourly rate or salary.

SECTION 3. DEPLOYMENTS

- A. Deployed personnel may be granted exchange privileges in accordance with AR 60-20 and AR 690-11. Deployed personnel may also be granted access to in-theater government medical facilities in accordance with applicable regulations.
- B. All deploying individuals may be required to take any immunizations or medications that are required for deployment to the theater of operations. Management will appoint an individual to be the Point of Contact (POC) for all

deployment-related issues. Employees having questions regarding deployments may direct them to their supervisor, their union steward or to the POC.

- C. If required, organizational clothing and individual equipment will be issued to emergency essential personnel and other civilians who may be deployed in support of military operations. Maintenance and accountability of issued clothing and equipment is the responsibility of the employee to whom the items were issued. Employees may be required to wear Army clothing and footwear during field exercises or while accompanying the force in support of contingency operations. Purchase of required items of clothing will be in accordance with applicable regulations (including AR 700-84).

ARTICLE 25

REDUCTION-IN-FORCE (RIF)

SECTION 1. As soon as it is known by the Agency that a RIF action-affecting employees in the bargaining units is required; The Union will be so notified and informed of the reasons for such action. Prior to the issuance of official notices to the employees involved in reduction-in-force action, the Union will be notified of the number of employees and competitive levels to be affected, and the date action is to be taken.

SECTION 2. To minimize the impact of any RIF, the Agency will inform employees of the job assistance programs available to them.

SECTION 3. The placement rights of employees affected by the RIF will be administered in accordance with applicable regulations. The competitive area for any RIF at 599Th Transportation Group within the Group is the Island of Oahu.

SECTION 4. Affected employees may apply for displaced employee assistance programs available to them at the time of the RIF action. Some of those programs may include the Department of Defense Priority Placement Program, the Reemployment Priority List, or the Interagency Career Transition Assistance Program.

SECTION 5. An employee's entitlement to grade/pay retention when he is changed to lower grade or to severance pay when he is separated shall be determined by the employee's eligibility for the benefit. Such entitlement will be administered in accordance with applicable regulations.

SECTION 6. Each employee will receive retention credit in accordance with the provisions of 5 CFR 351.504.

SECTION 7. The Agency will provide a presentation on RIF's procedures to the bargaining unit prior to the implementation of an announced RIF.

ARTICLE 26
CONTRACTING OUT

SECTION 1.

- A. The Agency will notify the Union at the time a study is initiated to contract out work, which is presently being performed by members of the bargaining unit.
- B. The Agency will provide to the Union such information concerning the contraction out study as requested by the Union so long as the information is not restricted by law or other prohibitive measures.

**SECTION 2. NEGOTIATIONS CONCERNING ADVERSE IMPACT OF
CONTRACTING OUT.**

Upon award of a contract that will adversely affect members of the bargaining unit, the Agency will notify the Union. The Union may, with 15 calendar days, request negotiation with the Agency in accordance with 5 U.S.C. § 7106(b)(1,2,3) of the Civil Service Reform Act.

ARTICLE 27

ADMINISTRATION OF DISCIPLINE

SECTION 1. Disciplinary action will be taken only for just cause. The disciplining official shall consider, but not be limited to, imposing the minimum penalty that can reasonably be expected to correct the behavior of the affected employee and maintain discipline and morale among other employees. Factors such as the employee's record, relationship of the offense to the employee's current position, and the potential for rehabilitation will be considered prior to determining penalties. The Employer will follow all applicable laws, rules, policies and regulations governing disciplinary and adverse actions. Formal disciplinary/adverse actions are defined as an action involving reprimand, demotion, suspension, or removal.

SECTION 2. LETTER OF WARNING AND INSTRUCTION.

- A. A letter of warning and instruction is not a disciplinary action, but may be used to clarify procedure, issue specific instruction, or certain requirements in an attempt to correct a deficiency in conduct before a disciplinary action becomes necessary.
- B. When the Agency issues such a letter, it will fully explain what is required of the employee to correct the noted deficiency. The letter will not be placed in the Official Personnel Folder. A copy will be filed in the employee's file and the employee so notified. Information concerning the letter of warning shall not remain in the employee's file for more than 12 months. At any time after the issuance of the letter, the employee's conduct will be reviewed to determine whether there has been sufficient improvement to warrant destruction of the letter.

SECTION 3. PROCEDURES FOR ORAL ADMONISHMENTS. Oral admonishments will normally be a matter between the employee and his/her supervisor. Within a reasonable time after discovering an infraction believed to warrant an admonishment, the supervisor will discuss the matter and any necessary corrective action with the employee.

SECTION 4. PROCEDURES FOR REPRIMANDS AND SUSPENSIONS OF 14 CALENDAR DAYS OR LESS.

- A. When the Agency reprimands an employee or proposes to suspend an employee for 14 calendar days or less, the following procedures will apply:
 - 1. Notices will state the nature and specific reason(s) for the action
 - 2. In cases of suspension of 14 calendar days or less, the Agency will give the employee at least 20 calendar days written notice of the proposed action.
 - 3. Notices of proposed suspension will inform the employee of his/her right to consult with a member of the servicing Civilian Personnel Advisory

Center staff regarding procedures for the proposed action and of the employee's right to reply.

4. Notices of proposed suspensions will inform the employee of his/her right to representation.
 5. Notices of proposed suspensions will inform the employee that any request for extension of time to reply must be submitted in writing prior to the expiration of the time period that he/she was given to reply.
 6. The employee will be advised where this material relied upon to support the action can be reviewed. All material/evidence, which is used in support of an action against the employee will be disclosed to the employee.
- B. After the time for the employee's reply has elapsed, the Agency will issue a written final decision to the employee. The decision notice will:
1. Indicate whether the proposed action will be effected, modified withdrawn or held in abeyance. In no case will the action taken be more severe than that proposed in the advanced notice.
 2. State that the deciding official has considered all evidence included in the notice of proposed action.
 3. Letters of Reprimand and decisions to suspend will inform the employee of his/her grievance rights in accordance with this Article.
- C. Letters of reprimand shall not be retained for longer than two (2) years in an employees' Official Personnel Folder (OPF). After one (1) year, an employee can request the reprimand be removed from his OPF. If no further similar incidents have occurred, the supervisor will give careful consideration to the request, the employee's record, the relationship of the reprimand to the employee's current position, and whether rehabilitation has been accomplished and may request the reprimand be removed from the OPF.

SECTION 5. PROCEDURES FOR REMOVAL, SUSPENSION FOR MORE THAN 14 CALENDAR DAYS, AND REDUCTION IN GRADE AND/OR PAY.

- A. All of the procedural requirements in Section 3, A and B apply except that the advance period will not be less than 30 calendar days, and the employee will be given at least 15 calendar days to respond orally and/or in writing and furnish materials in support of the reply to the proposed action. The response may include written statements of persons having relevant information and/or other supportive documents.
- B. The 30-calendar day advance written notice period is not required for a removal or a suspension when there is a reasonable cause to believe imprisonment may be imposed. In such cases management may reduce the advance written notice period. The reply period will be not less than seven (7) calendar days. Management may decide to place the employee on administrative leave during the notice period or take the employee off the payroll as deemed necessary. When circumstances require, the employee may be placed in a non-duty status with pay not to exceed ten (10) calendar days

during the notice period. Such actions under this provision are taken pursuant to 5 U.S.C 7513(b).

SECTION 6. All disciplinary actions and grievance/appeals shall conform to procedures set for in applicable laws and regulations and this Agreement. Time limits may be extended by mutual agreement.

ARTICLE 28

GRIEVANCE PROCEDURES

SECTION 1. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances between the parties to this Agreement. Both parties agree to attempt to resolve grievances at the lowest possible level.

SECTION 2. COVERAGE AND SCOPE.

A grievance by a bargaining unit employee is a request for personal relief regarding any dissatisfaction over conditions of employment that are within the administrative discretion of the Employer and which are properly grievable. This is the sole procedure that may be used to resolve grievances except for those matters specified in Section 3 as excluded from the grievance procedure.

SECTION 3. MATTERS EXCLUDED.

Excluded from the grievance procedures are:

- A. Any claim violation of Subchapter III of Chapter 73 of Title 5 U.S.C. (relating to prohibited political activities).
- B. Retirement, life insurance or health insurance.
- C. A suspension or removal under Section 7532 of Title 5 U.S.C (related to national security).
- D. Any examination, certification or appointment.
- E. The classification of any position, which does not result in the reduction in grade or pay of an employee.
- F. Non-selection for promotion from a group of properly ranked or certified candidates. This does not apply to the right to grieve over improper procedures used during the selection process.
- G. Termination of temporary promotion.
- H. Termination of a probationary employee.
- I. Termination while serving under a limited appointment.
- J. Non-adoption of a suggestion.
- K. Disapproval of honorary or discretionary awards or additional step increase.
- L. The reassignment or demotion of an employee to a non-supervisory position during the probationary period served by new supervisors.

- M. Preliminary notice of an action that, if effected, is covered under this grievance procedure or excluded there from.
- N. Management's right to determine performance standards, identify critical elements, and determine the content of position descriptions and work objectives.

SECTION 4. APPEAL OR GRIEVANCE OPTION. An employee affected by a removal or reduction in grade based on unacceptable performance, or an adverse action, may at his/her option raise the matter under the appropriate statutory appellate procedure or under the provisions of this Article, but not both. For the purpose of this Section and pursuant to 5 U.S.C. § 7121(d) and (e)(1), an employee shall be deemed to have exercised his/her option under this Section at such time as the employee timely files a notice of appeal under the applicable appellate procedure or timely files a grievance in writing in accordance with the provisions of this Article, whichever event occurs first.

SECTION 5. EXCLUSIVE PROCEDURE.

- A. This is the exclusive procedure available to bargaining unit employees for the resolution of grievances.
- B. The Union has the right to act in its behalf or on the behalf of any employees to present and process grievances.

SECTION 6. REPRESENTATION.

- A. An employee who files a grievance under this procedure and wishes to be represented may only be represented by the Union.
- B. Employees who wish to process grievances on matters covered by this procedure without intervention by the Union may do so and will so indicate in writing when submitting the grievance to the Employer. Such grievances will be submitted in accordance with the procedures, time limits, and provisions of this Article, except that the employee is not entitled to any representation (e.g. lawyer, another employee, etc.) at the various steps, nor is he entitled to arbitration. The Agency may adjust such grievances so long as the adjustment is not inconsistent with the terms of this Agreement. A Union representative shall be notified and given the opportunity to be present at all steps of the grievance procedure. In as much as the employee without representation is not entitled to arbitration, the decision rendered at Step 3 of the grievance procedure shall be final.

SECTION 7. GRIEVANCE PROCEDURE.

- A. The following procedure shall be adhered to in cases of grievances filed by an employee, in behalf of an employee, or by the Union (Union Grievance). Time frames may be extended by mutual agreement to assure the grievance is presented to the lowest level management official with authority to render a decision. Employee grievances concerning formal disciplinary or adverse actions, or removal based upon unacceptable performance, grievable under this Article, will begin at Step 2. In these cases, the time limit for filing the grievance will be seven (7) workdays after receipt of the notice of decision.

Step 1. The grievance shall first be presented in writing, using the form at Appendix I, by the grievant(s) and/or the Union representative to the immediate supervisor. The grievance must be initiated within 15 calendar days from the date the grievant(s) became aware of the act or occurrence that gave rise to the grievance. A written decision will be given to the grievant within 10 calendar days after presentation of the grievance.

Step 2. If the matter is not settled to the satisfaction of the grievant(s) at Step 1, the grievant(s) may, within 15 calendar days, submit the grievance to the next level of supervision/management. The supervisor/manager will meet with the grievant and/or the Union representative within seven (7) calendar days after notification of the Step 2 grievance. Within 15 calendar days following the meeting, the supervisor/manager will render a written decision.

Step 3. If the Step 2 decision is not acceptable to the employee, within 10 calendar days after receipt of the Step 2 decision, the grievance may be presented by the aggrieved or his representative, in writing, through the Civilian Personnel Advisory Center, to the 599th Commander or his designee. The employee may meet with the Commander at the Commander's discretion. The Commander or his designated representative shall attempt to resolve the grievance and render a decision regarding the issue within 30 calendar days after receiving the grievance. Such decision will be the final Agency decision for purpose of these procedures.

- B. If the Union is not satisfied with the decision on the grievance, it may submit a request, through the Civilian Personnel Advisory Center, that the grievance be advanced to arbitration in accordance with Article 29 of this Agreement. Such request must be made within 15 calendar days after receipt of the Step 3 decision.
- C. A declaration that a complaint is non-grievable or non-arbitrable will serve to amend the grievance to include this issue and made a matter of record. Disputes of grievability or arbitrability shall be the initial issue considered by the arbitrator as a threshold issue prior to consideration of the grievance submitted for arbitration.
- D. Written grievances must be signed by the grievant(s) and/or the designated representative, and must include the following data:
 - 1. The aggrieved employee(s)' name, position title, grade, and organization.
 - 2. A description of the basis for the grievance including, where appropriate facts such as times, dates, names, and similar pertinent data.

3. A brief statement of the step(s) taken to informally resolve the grievance.
 4. The personal remedy (corrective, not punitive action) that is being sought.
 5. A statement that discrimination based on race, color, religion, age, sex, or national origin is or is not an issue in the grievance.
 6. Identification of the employee's representative.
- E. When a grievance is settled at any step, or withdrawn in its entirety, no further action shall be taken regarding the grievance.
- F. At any stage of the grievance procedure, but prior to arbitration occurring, either party may seek to resolve the conflict by requesting the use of Alternative Dispute Resolution (ADR) techniques, specifically mediation. Mediation will not be used unless the grievant and management official involved agree to it. If mediation is unsuccessful, then the grievance procedure will resume at whatever step it was at prior to the mediation session. The request for mediation will suspend established time limits for the period agreed to by the grievant and management official involved. The parties will work collectively to establish guidelines for and to administer the ADR program.

SECTION 8. FAILURE TO MEET TIME REQUIREMENTS. Failure on the part of the respondent to meet any of the time limits of this procedure without mutual consent will serve to permit the grievant to immediately escalate the grievance to the next step of the process. Failure of the employee, a group of employees or the Union to observe the time limits shall constitute the termination/withdrawal of the grievance.

SECTION 9. WITNESSES. Employees in a duty status may use a reasonable amount of official time for the purpose of obtaining information or assistance pertaining to the grievance filed under this Article that can be obtained only during normal working hours. Employee/grievant, employee/witnesses and Stewards, when authorized to attend a grievance meeting, and when in a normal duty status, may be granted official time. Overtime is not authorized. Management reserves the right to determine the total amount and specific hours of official time, which will be approved as "reasonable" under this Section.

SECTION 10. RECORDS AND DOCUMENTATION. The Agency shall, upon request, furnish the grievant(s) or a properly designated representative, with pertinent records, regarding a grievance under this Article, subject to limitation of the Privacy Act and other applicable laws.

SECTION 11. UNION OR AGENCY GRIEVANCE. A grievance by the Union or the Agency is a request for relief over the local interpretation or application of this Agreement or the local interpretation or application of Agency regulations covering personnel policies

and practices and other matters affecting conditions of employment. Such Grievances will begin at Step 2 of the procedure.

ARTICLE 29

ARBITRATION

SECTION 1. Arbitration may be invoked only by the Union or the Agency and shall extend only to matters, which may be processed under Article 29, Grievance Procedure. The arbitrator's award shall be binding on the parties except that the Union or the Agency may file exceptions to the arbitrator's award in the manner prescribed by law.

SECTION 2. Within ten (10) calendar days from the non-grieving party receives the written request for arbitration, representatives of the parties shall meet to mutually select an arbitrator. If the parties cannot agree on an arbitrator within that period, the grieving party may submit a request to the Federal Mediation and Conciliation Service for a list of not more than ten (10) qualified arbitrators whose business is located on the Island of Oahu. The grieving party will pay the entire fee for the listing. Within seven (7) calendar days after receipt of this list of names, the parties will meet. If the parties cannot agree on an arbitrator from the names contained on the list, the following procedure will be used. The Union and the Employer shall each strike one name from the list, in rotation, until only one (1) name remains. The person whose name remains on the list will be the arbitrator. To determine who strikes first, a coin will be flipped.

SECTION 3. The arbitrator's fees shall be borne equally by the Employer and the Union. The parties will endeavor to select an arbitrator from the local area so that there will be no travel costs involved. However, should there be travel cost, the cost of travel and per diem will not exceed the maximum amount payable to Department of Defense employees under the applicable provisions of the Joint Travel Regulations. The arbitration hearing will be held on the premises of the Employer during the regular day shifts hours of the basic workweek. All necessary employee participants in the hearing shall be on official time, if otherwise in a duty status. No travel costs or overtime are authorized.

SECTION 4. Following selection of the arbitrator and receipt of his verbal acceptance, the parties will prepare a joint letter submitting the matter in dispute and the relief sought. The letter shall present, in question form, the matter on which arbitration is sought and the fees and expenses which will be paid. When agreement cannot be reached on the matter in dispute, each party will submit separate statements to the arbitrator and provide a copy for the other party. In addition, a mutually agreed upon case file may be established for submission to the arbitrator. The Employer and the Union agree that the arbitrator will only decide the questions, which are presented to him for resolution. In arbitrating a grievance, the arbitrator may not add to, subtract from, or modify the terms of the Agreement.

SECTION 5. The arbitrator is expected to take his own notes. If either party to the arbitration desires a stenographic or other record of the proceedings, it is to be at the requesting party's own expense. If the arbitrator requests a stenographic or other record of the proceedings, and both parties concur with the request, then the cost will be split between the parties.

SECTION 6. The arbitrator will be requested to render a decision as quickly as possible after the conclusion of the hearing, but in any event, within thirty (30) calendar days. The arbitrator's award will include a statement showing the basis for his decision. The arbitrator's award shall be binding on the parties. However, either party may file an exception to an award with the Federal Labor Relations Authority under applicable regulations and procedures. The party taking exception will assure notification of the other party including service of applicable documents as required by regulation or procedures.

SECTION 7. It is agreed that all time limits prescribed in this Article may be extended by mutual consent of the parties.

SECTION 8. The time limits in this Article may be extended by mutual agreement of the parties.

ARTICLE 30

COPIES OF AGREEMENT

SECTION 1. Copies of this Agreement will be posted on the Civilian Personnel Advisory Center (CPAC) Web Page. The Web Page is accessible to all employees. The Employer will furnish one initial copy of the Agreement to each bargaining unit member. The Union will be furnished with one signed copy for its needs.

SECTION 2. New employees, at the time of in processing, will be informed of this Agreement and its availability on the CPAC Web Page.

ARTICLE 31

DURATION OF AGREEMENT

SECTION 1. This Agreement shall become effective only after the ratification by members of the Union who are bargaining unit employees, signing by representatives of both parties, and approval by the Department of Defense (DOD). The Agreement will become effective on the date of DoD approval or on the 31st day after execution by the parties, whichever is sooner. This Agreement shall remain in effect for three years after the effective date. It shall continue in effect year-to-year thereafter unless changed by a written agreement of the parties or terminated by written notice in the manner provided in Section 2 below. Supplements to this Agreement are subject to the same approval requirements of the basic agreement and terminate the same date as the basic agreement.

SECTION 2. If either the Employer or the Union desires to renegotiate or terminate this Agreement as of the initial termination date, the party desiring the renegotiation or termination must notify the other in writing at least ninety (90) days but not more than one hundred twenty (120) days before the initial termination date or annual termination date thereafter. Until an agreement of the parties is reached on any changes, the original provisions of the Agreement shall remain in effect. If the notification is of intent to terminate, this Agreement will expire upon its termination date. If a party notifies the other party of its desire to renegotiate the contract, the parties shall meet within 30 days of the request to discuss the request. This Agreement will terminate at any time it is determined that the Union is no longer entitled to exclusive recognition

ARTICLE 32

GENERAL PROVISIONS

SECTION 1. It is mutually understood that all persons (including supervisors and stewards, but not limited there to) involved in labor-management relations should assert themselves in a temperate and reasonable manner in their mutual dealings and assume responsibility for conforming to appropriate standards of personal conduct.

SECTION 2. Nothing in this Agreement shall be construed as a bar to any rights the employee would otherwise be entitled to in the absence of such Agreement, including the right to bring matters of personal concern to the attention of their congressional and other legislative representatives.

SECTION 3. The parties agree to meet and resolve issues before going to any outside agency.

SECTION 4. The Agency agrees that the Union will be provided space on all bulletin boards which are designated as official. Information posted must not violate any law, this Agreement, the security of the activity, or contain language which is scurrilous or defamatory. The Union bears sole responsibility for the content of material distributed or posted.

SECTION 5. The Employer agrees to furnish the Union, upon request, an alphabetical listing of bargaining unit employees showing the names, grades, and occupational series, no more than once a year.

SECTION 6. Unless specified as working days, the days referred to in this Agreement are calendar days. The day of receipt of the correspondence is the first day of the period being counted. Correspondence sent by facsimile machine is presumed to be received on the day and at the time it was faxed. Items sent by the U. S. Mail are presumed to be received within two business days of the date mailed.

SECTION 7. Wherever the terms "he" and "his" are used in this Agreement, they are intended to apply both to males and females.

SECTION 8. The Union Agrees that when it is notified of changes in working conditions, if it has not sent specific proposals to the employer by the date requested by the Employer, it has waived its right to bargain over the issue. The Employer must receive the proposals by close of business on the date they are due.

SECTION 9. With their supervisor's prior approval, union stewards may use certain government office equipment, necessary to the resolution of a specified matter, to facilitate resolving joint management-labor business that is under discussion. Employer bulletin boards and office equipment will not be used for internal union matters. Approved use of government office equipment, computer network resources (computers, printers, fax, email, and internet access), communications systems and supplies are subject to the rules, policies and regulations established by the agency, the Department of the Army, and the Department of Defense for all employees using these resources. Union stewards will use electronic media if at all possible. Requests for printing and reproduction will not be approved if information can be conveyed electronically as determined by management. Color printing will not be approved.

APPENDIX 1

GRIEVANCE FORM

Date _____

TO: _____ (Step 2 Official)

1. Grievant's name: _____

2. Job title and grade: _____

3. Work section: _____

4. Date submitted at Step 1: _____

5. Date grievance occurred: _____

6. Date of Step 1 reply: _____ (copy attached)

NATURE OF GRIEVANCE

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

FACTS SURROUNDING MY GRIEVANCE ARE:

(use additional sheets as required)

CORRECTIVE ACTION DESIRED:

Signature of Grievant: _____

Signature of Union Representative: _____ (Indicate here if employee does not desire to be represented by the Union – employee must initial)

APPENDIX 2
OFFICIAL TIME REQUEST/REPORT

Instructions: Prior to departing the worksite, each 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 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 form. The copy will be provided to the steward or employee for completion and verification upon return to the worksite. The supervisor will maintain a copy of the fully executed form.

Name of Steward or Employee: _____

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 // Steward

Approved/Disapproved

By: _____
Supervisor's Signature/Date/Time

Time left duty section: _____ Initials: _____

Time returned to duty section: _____ Initials: _____