

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**15<sup>th</sup> WING,  
HICKAM AFB, HAWAII**

**AND**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS,  
LOCAL 1186, AFL-CIO**

**12 June 2020**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PARTIES	1
1	UNIT DESIGNATION	1
2	RIGHTS OF THE EMPLOYER	1
3	RIGHTS OF THE UNION	2
4	RIGHTS OF EMPLOYEES	3
5	MATTERS FOR CONSULTATION OR	4
6	NEGOTIATION	
	UNION REPRESENTATION	6
7	HOURS OF WORK	7
8	TRAVEL AND TEMPORARY DUTY	8
9	OVERTIME	9
10	HOLIDAYS	10
11	LEAVE OF ABSENCE	10
12	LEAVE CONTACT INFORMATION	11
13	ANNUAL LEAVE	12
14	SICK LEAVE	13
15	PERFORMANCE APPRAISALS	15
16	PROMOTIONS AND POSITION CHANGES	16
17	REDUCTION IN FORCE	19
18	JOB CLASSIFICATION	20
19	ENVIRONMENTAL PAY	20
20	SAFETY AND HEALTH	21
21	EMPLOYEE COMPENSATION FOR	23
22	INJURIES AND/OR OCCUPATIONAL ILLNESSES	
	DISCIPLINARY ACTIONS	24
23	GRIEVANCE PROCEDURE	26
24	ARBITRATION	31
25	CONTRACTING OUT	33
26	CIVIC RESPONSIBILITIES	33
27	PARTICIPATION IN WAGE SURVEYS	34
28	TRAINING AND CAREER DEVELOPMENT	34
29	DRUG TESTING	35
30	EQUAL OPPORTUNITY	35
31	PAYROLL WITHHOLDING OF DUES	36
32	GENERAL PROVISIONS	38
33	EFFECTIVE DATE AND DURATION	39
34	GRIEVANCE FORM	40
APPENDIX I	SUPERVISOR'S STATEMENT	41
APPENDIX II	REQUEST FOR OFFICIAL UNION TIME	42
APPENDIX III		

*For the sake of simplicity, the pronouns "he" and "him" are used throughout this agreement; however, it is meant to include both female and male employees and supervisors.*

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
15<sup>TH</sup> WING, HICKAM AFB, HAWAII  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL 1186, AFL-CIO**

**ARTICLE 1  
PARTIES**

**Section 1.** This Collective Bargaining Agreement is executed pursuant to the exclusive recognition granted to the International Brotherhood of Electrical Workers (IBEW), Local 1186, AFL-CIO.

**Section 2.** The parties to this Agreement are the Commander, Hickam Air Force Base, Hawaii, hereinafter referred to as the Employer, and IBEW, Local 1186, AFL-CIO, hereinafter referred to as the Union.

**ARTICLE 2  
UNIT DESIGNATION**

**Section 1.** This Agreement applies to all General Schedule and Federal Wage System nonsupervisory employees serviced by the Civilian Personnel Section at Hickam Air Force Base, Hawaii, on the Island of Oahu. Excluded are all professional employees, management officials, supervisors, and employees described in 5 USC 7112(b), (2), (3), (4), (6) and (7); fire fighters, guards, and employees represented by other labor unions.

**ARTICLE 3  
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,
- b.** in accordance with applicable laws,
  - (1)** 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;
  - (2)** to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

- (3) with respect to filling positions, to make selections for appointments from:
  - (A) among properly ranked and certified candidates for promotion; or
  - (B) any other appropriate source; and
- (4) to take whatever actions may be necessary to carry out the agency mission during emergencies.

**Section 2.** Nothing in this Article shall preclude the Employer and the Union from negotiating procedures which 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. Such authority in Section 1 is subject to the procedures set forth in this Agreement.

**Section 3.** Employer representation will consist of as many persons as necessary with regards to the issue discussed. If the number of representatives exceeds two, the employer shall provide advance notice to the union.

#### **ARTICLE 4** **RIGHTS OF THE UNION**

**Section 1.** The Union, as representative of the employees in the unit, shall have the right and the responsibility to present its views to the Employer, either orally or in writing, on any matter which is appropriate for consultation/negotiation according to Article 6 of the Agreement, and, if either party so requests, the Employer and the Union agree to meet promptly in an effort to resolve the matter which created the concern.

- a. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representative concerning any grievance or any personnel policies or practices or other general conditions of employment. Union representation will normally be limited to two persons unless advance notification of additional persons with justification is provided.
- b. The Union shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the Employer in connection with an investigation if:
  - (1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and
  - (2) the employee requests representation.

**Section 2.** Each appropriate squadron commander or designee, upon request of the steward,

shall meet with the respective Union steward or his alternate to discuss matters related to working conditions.

**Section 3.** The Employer will provide the Union, upon request, with copies of agency regulations as prescribed under appropriate regulations.

**Section 4.** The union should be given an opportunity to meet and greet the new bargaining unit employees during newcomers' orientation to explain the role and purpose of the union.

**Section 5.** The Employer may upon receipt of an advance written request from the union, approve the use of reasonable space when the use of such space is determined to be in the best interests of the agency. Requests will be considered on a case-by-case basis.

## **ARTICLE 5** **RIGHTS OF EMPLOYEES**

**Section 1.** The Employer recognizes the right of employees to organize and express their views collectively or to refrain from such activity. It is agreed that employees in the unit shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization, or to refrain from such activity. Nothing in this Agreement shall require an employee to become or remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. The freedom of such employee to assist the Union shall be recognized as extending to participation in the management of the Union in the capacity of a Union representative.

**Section 2.** The Employer shall take such action consistent with law as may be required in order to assure that employees are apprised of the rights described in this Section and that no interference, restraint, coercion or discrimination is practiced within the unit to encourage or discourage membership in any employee organization.

**Section 3.** The Employer agrees that in the administration of this Agreement all employees will be treated fairly and in a manner free from bias and favoritism.

**Section 4.** The Union and Employer agree that resolution of matter arising between employees and Employer 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 24 of this Agreement for matters involving the interpretation or application of the Agreement.

**Section 5.** The Employer recognizes the employees' constitutional right to obtain counsel prior to interrogation conducted by any law enforcement agency under the control of the Employer when an employee is suspected of having committed a criminal offense.

**ARTICLE 6**  
**MATTERS FOR CONSULTATION OR NEGOTIATION**

**Section 1.** It is agreed that matters appropriate for consultation or negotiation between the parties shall include personnel policies and practices and matter affecting conditions of employment that fall within the scope of the Employer's authority.

- a. Such matters include, but are not limited to: safety, training, labor-management relations, employee services, methods of adjusting grievances, granting of leave, promotion plans, demotion practices, and hours of work. It is further agreed that these matters relate to policy determinations in the above areas.
- b. Conditions of employment means personnel policies, practices, and matter whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters:
  - (1) relating to political activities prohibited under Subchapter III of Chapter 73 of Title 5, USC;
  - (2) relating to the classification of any positions; or
  - (3) to the extent such matters are specifically provided for by Federal statute.

**Section 2.** Consultation means that Employer will notify the Union of changes affecting employees in order to exchange views before implementing changes in policies, practices, and matters affecting working conditions. Consultation does not bind management to negotiate matters which are not negotiable or negotiable only at the option of management.

**Section 3.** In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws; by published Government-wide, Department of Defense and Air Force regulations in existence at the time the Agreement was approved, by subsequently published regulations required by law, or by subsequently published Government-wide DoD or USAF regulations required by decisions of appropriate authorities.

**Section 4.** When it deems such action appropriate, the Employer will inform the Union concerning changes contemplated or foreseen in matters that may affect employees in the unit but are not appropriate matters for consultation or negotiations.

**Section 5.** The parties agree that before the Employer initiates changes to conditions of employment that create a statutory duty to bargain the following procedure will be followed, unless otherwise provided for in this Agreement.

- a. The Employer will forward changes to agency policy or change in work practice in writing to the Union if it involves more than one organization in the workforce. The Employer's notification will describe the proposed change, the reasons for the change

and, if known, the planned implementation date.

- b. If the change in work practice involves a specific issue pertaining to one organization, written notification, if requested, may be accomplished between the organizational management and that organization's pre-designated Union representative.
- c. Within ten (10) calendar days of receipt of the proposal, the Union must notify the Employer in writing of its desire to negotiate over the proposed changes. If no response is received within the ten (10) calendar day period, the Employer may institute the proposed changes and no further obligation to negotiate exists.
- d. The parties will meet at a mutually agreeable time and place to discuss the proposed changes.

## **ARTICLE 7** **UNION REPRESENTATION**

**Section 1.** The Employer agrees to recognize the stewards and chief stewards duly authorized by the Union to represent the employees covered by this Agreement. The Union agrees to keep the Employer currently informed in writing of the officers and representatives designated.

**Section 2.** The Union shall have the right to designate stewards as follows: two chief stewards and a reasonable number of stewards and alternate stewards. The Union assumes responsibility for designating the minimum number of stewards to provide effective and efficient employee representation.

**Section 3.** Reasonable Official Time during work hours will be authorized without loss of pay or benefits to permit the recognized chief steward and stewards to carry out their representational functions to the employees in the unit. The total number of hours authorized for representational functions shall be limited to what is reasonable, necessary, and in the public interest.

**Section 4.** The Employer and the Union agree employees and Union representatives will request Official Time by completing and submitting **Appendix III**, Request for Official Time, to the appropriate management official in advance of the beginning of the requested time period. The completed request should provide sufficient information so the supervisor may render a decision as to whether the nature of the request is representational and whether the amount of time meets the statutory standard, i.e., is reasonable, necessary and in the public interest. The supervisor may approve the request, suggest a more opportune date/time, or disapprove the request by completing the Request for Official Time.

- a. Upon completion of the representational duties or the expiration of the approved amount of Official Time granted, the Union Steward will return to their work place and notify their supervisor.

**Section 5.** The Employer agrees to provide the Union with the opportunity to be represented during discussions between the Employer and one or more employees concerning matters affecting grievances, personnel policies and practices, and other matters affecting the general working conditions of the employees in the unit. The right of the Union representative(s) to be present will not generally apply to informal discussions between the employee and his immediate supervisor or designee, unless the employee reasonably believes the discussion may result in disciplinary action.

**Section 6.** Union representatives who are not employees of the Employer and who are acting as representatives in a grievance or personal representative in an appeal may see the employees whom they represent at a place mutually agreeable to the supervisor, or designee, and the representative and shall be permitted to visit work areas in which grievances or complaints have arisen subject to security and safety consideration.

**Section 7.** Pursuant to the provisions of this Agreement and appropriate laws, the Union agrees to represent all employees of the unit covered by this Agreement. To this end, the Employer agrees to cooperate with Union officials in the discharge of their responsibility to members of the unit and recognize all authorized activities of the Union and unit members. Consistent with applicable law and regulation, the Employer agrees that no Union official will be denied any right or privilege he is otherwise entitled to solely because of his service as a Union official.

**Section 8.** An employee who is a steward/alternate of the Union may request official time in conjunction with attendance at a training session provided the subject matter of such training is of mutual concern and benefit to the DoD and the employee in his capacity as steward and DoD's intent will be served by the employee's attendance. Official Time for such purpose may cover only such portions of a training session as the foregoing criteria and will not exceed eight (8) hours for any steward within a twelve (12) month period. If additional justification is provided by the Union, an additional eight (8) hours within a twelve (12) month period may be granted.

## **ARTICLE 8** **HOURS OF WORK**

**Section 1.** Establishment of new tours of duty are subject to consultation or negotiation with the Union in accordance with Article 6. Prior union notification is not required if an employee requests or volunteers for a schedule change. Notification of employee requested or volunteered schedule changes shall be provided to the union within two working days of change.

**Section 2.** The basic forty-hour work week will normally consist of five consecutive eight-hour days, Monday through Friday. In circumstances where this basic 40-hour work week is inappropriate, the Employer shall schedule the work of employees according to actual work requirements. Uncommon tours of duty will be established only when necessary and in accordance with Air Force regulations. Each basic 40-hour work week will provide for two consecutive days off unless such schedule will adversely handicap the organization in carrying out its mission or would substantially increase cost. Due consideration will be given to the

availability of transportation and undue hardship.

**Section 3.** The administrative work week begins at 0001, Sunday, and ends at 2400, Saturday. When supervisors, or designees, know in advance of an administrative work week that the specific days and/or hours of a day actually required of an employee in the next administrative work week will differ from those required in the current administrative work week, the supervisor, or designee, shall reschedule the employee's regularly scheduled basic work week, inform the employee of the change in basic work week before the start of the administrative work week, and record the change on the employee's time card.

**Section 4.** Scheduled rest periods of fifteen (15) minutes during each four (4) hours of continuous work will be granted. Rest periods will be scheduled at approximately the midway point during the first and second four-hour period of work. However, deviations may be made when workload requirements preclude such scheduling. Rest periods will not be taken in conjunction with lunch periods and cannot be moved to the beginning or end of an employee's shift.

**Section 5.** When there are three (3) eight-hour shifts and an overlapping of shifts is not feasible and time off for lunch is not possible, a lunch period of twenty (20) minutes or less may be counted as time worked for which compensation is payable, providing the affected employee remains at his assigned worksite.

**Section 6.** Lunch periods will normally be provided after completing four (4) hours of a continuous eight-hour tour of duty. Deviations may be made when workload requirements preclude such scheduling. When deviations are made, the reasons shall be communicated to the appropriate Union steward, if requested, within two (2) work days.

**Section 7.** Adequate time where necessary and as determined by the Employer will be provided to employees as part of their tour of duty for personal hygiene and the draw out and return of tools.

**Section 8.** The supervisor, or designee, may excuse an employee's tardiness occurring within the first hour of the work shift in accordance with the allowable limits of applicable regulations when such tardiness is the result of circumstances beyond the control of the employee. Such circumstances would include, but are not restricted to, unusually hazardous weather, traffic accidents, mechanical vehicular breakdown or failure, and acts of God. All tardiness will be dealt with on an individual case basis.

**Section 9.** Employees may request an alternative work schedule (AWS). Negotiation over the proposed change will commence between the Union and the appropriate management official. If tentative agreement is reached, it will be forwarded through the appropriate channels for approval in accordance with applicable instructions and local supplements. Requests that are denied will be referred to a higher ranking official such as the Squadron Commander, Staff Agency Head, Division Chief, or equivalent, or their designee, for further negotiations with the Union.

**ARTICLE 9**  
**TRAVEL AND TEMPORARY DUTY**

**Section 1.** Travel orders issued to employees will conform to those prescribed in the Joint Travel Regulations.

**Section 2.** Normally, employees shall receive travel orders sufficiently in advance to insure that necessary arrangements for obtaining transportation requests and advancement of travel and per diem allowances can be made during working hours. It is recognized that there may be instances where these arrangements must be made outside of working hours to fulfill mission requirements.

**Section 3.** Normally, TDY requirements within an office will be equitably distributed among similarly qualified employees. Records of travel performed will be maintained by supervisors, or designees. These records will be made available to the designated steward upon request.

**Section 4.** When known, information about the TDY site will be furnished to employees, if requested, prior to their departure.

**Section 5.** Employees selected for assignment involving travel may request that they be excused and such requests will be considered within two (2) workdays provided other qualified employees volunteer for the assignment. When such requests are denied, the reason(s) for the denial will be explained to the affected employee(s).

**ARTICLE 10**  
**OVERTIME**

**Section 1.** Employees in the unit shall be paid overtime in accordance with applicable laws, regulations, directives, and instructions.

**Section 2.** The Employer agrees that overtime work will be distributed equitably in a fair, just and non-discriminatory manner among all employees in the organizational segment, e.g., Precision Measurement Equipment Laboratory (PMEL) Shop, Sheet Metal Shop, etc., in which overtime is required as far as the character of the work permits, giving due consideration to physical demands of the work, personal availability when scheduled, skills, and safety. The expressed desire of employees to receive overtime assignments or not to receive such assignments will be considered; however, the supervisor, or designee, will be responsible for making the decision concerning overtime assignments.

**Section 3.** The Employer agrees to make every reasonable effort to notify employees of overtime assignments at least two (2) hours before the end of the shift preceding the overtime assignment when the requirement for overtime is known in advance. Employees waiting on jobs for which a request for overtime has been made shall be given tentative notice of such fact to advise them that the overtime assignment may be forthcoming.

**Section 4.** To aid in resolving alleged inequities in overtime distribution, a Union officer, chief steward, or steward may direct requests for available overtime records to the appropriate shop or office head, or his designated representative.

**Section 5.** Based on mission requirements, if overtime is planned for two (2) hours or more after the normal workday, a 15-minute on-duty break may be provided. A non-compensable lunch period may be provided if the overtime is to exceed four (4) hours.

**Section 6.** When it becomes necessary to continue work on a particular job on an overtime basis, the employees assigned to such overtime work shall normally be the one(s) who have been working on the same job during regular shift hours giving due consideration to the employee with the lowest accrued overtime in accordance with Section 2 above.

## **ARTICLE 11** **HOLIDAYS**

**Section 1.** All days designated by law, regulations, or Executive Order as holidays will normally be observed by the Employer as non-work days unless workload requirement necessitate an employee's attendance. Employees will be paid in accordance with applicable laws if they are required to work on a designated holiday.

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

**Section 3.** To aid in resolving inequities in holiday work distribution, a Union officer, chief steward, or steward may direct requests for records to the appropriate shop or office head, or his designated representative.

## **ARTICLE 12** **LEAVE OF ABSENCE**

**Section 1.** Employees may be granted leave without pay in accordance with applicable laws, regulations, instructions, and directives. Normally, such leave of absence without pay shall not exceed one year for each application. Leave without pay includes but is not limited to the following situations:

- a. If the employee is a disabled veteran requiring medical treatment;
- b. If the employee elected to use leave without pay in lieu of sick or annual leave as provided for by the laws covering injury compensation;
- c. If the employee had applied for disability retirement and had exhausted all annual and sick leave to his credit and is pending approval of his request for disability retirement;

- d. To perform Reserve or National Guard military training;
- e. Educational purposes when the course of study is in line with work performed within the Air Force and completion of the course would serve the best interests of the Air Force.

**Section 2.** Employees in an approved leave of absence without pay status may maintain all rights and privileges to which they are entitled in accordance with applicable statutes and regulations in respect to retirement status and coverage under the Federal Employees Group Life Insurance and Federal Employees Health Benefits Program.

**Section 3.** The Employer agrees that when given adequate advance written notice that an employee in the unit has been elected or appointed to a Union office or as a delegate to any Union activity requiring an extended leave and/or leave without pay, such time will be granted whenever possible, consistent with workload requirements. Should the application for leave of absence be disapproved, upon request, the Employer agrees to notify the Union in writing of the reasons thereof.

### **ARTICLE 13** **LEAVE CONTACT INFORMATION**

**Section 1.** In accordance with established Air Force Policies and regulations, employees who are on a leave status will be required to provide contact information to their supervisor.

- a. Employees who are on leave and off island may be recalled to work due to mission related requirements. Management may consider other options prior to cancelling leave.
- b. When possible, management may utilize 12 hour shifts prior to recalling and canceling leave for employees who are off island.
- c. Employees who remain on island while on leave will not be required to provide contact information if their personal information is current in the Supervisor's Employee Work Folder.
- d. Employees will provide contact information as known prior to departure if taking leave off island.
- e. A cell phone number will be considered sufficient information.
- f. If the employee does not have a cell phone number they will provide contact information for someone on island who can reach the employee.
- g. In accordance with established Air Force Policies and regulations, employees will be

allowed to request restoration of forfeited leave if they are in a use or lose leave situation because the agency recalled or cancelled their leave.

**Section 2.** Employees will make every effort to contact their supervisor to notify them of their location and status during a severe natural disaster or national emergency. Employees will ensure contact information located in the Supervisor's Employee Work Folder is accurate and up to date. Employees will ensure that their Automatic Target Hands-Off Correlator (AtHoc) account is accurate and up to date.

## **ARTICLE 14** **ANNUAL LEAVE**

**Section 1.** Employees shall earn annual leave in accordance with applicable laws, regulations, directive, and instructions.

**Section 2.** The Employer will schedule annual leave for vacation purposes for each eligible employee for the year during January each year. The employee will make every effort to adhere to the schedule. In establishing a leave schedule, the Employer will consult with each employee. Full consideration will be given each employee's one most preferred vacation period. When it is necessary to restrict the number of employees granted leave during a particular period, due consideration will be given to such factors as operating needs, skills availability, and elapsed time since the employee's return from last leave of at least five consecutive days duration. Only when all other factors are judged to be substantially equal, the employee with the greatest seniority will be given preference for the desired vacation period. Seniority means the length of service as a civilian with the Air Force.

**Section 3.** Projected leave schedules will be maintained and made available to all employees on appropriate bulletin boards or other appropriate means. The Employer will notify all employees of any changes from the projected leave schedule as far in advance as possible. An employee may request change(s) in the projected leave schedule if mutually agreed upon by the employees subject to the final approval of the Employer.

**Section 4.** Requests for annual leave for personal or emergency reasons will be considered on an individual basis in accordance with applicable laws, regulations, directives, and instructions. When a written request for annual leave (not emergency leave) has been denied, the employee will be notified in writing of the reasons for denial. If an employee is aware that he will be requesting unscheduled annual leave, notification should be made by the employee on the first day, no later than one hour after the beginning of his shift unless compelling reasons prevent such reporting. The employee shall contact the supervisor on every additional day of leave, as necessary, unless the supervisor approves a specific duration for the leave. At the expiration of the identified duration of leave, the employee is expected to either return to work, or make immediate contact with the supervisor in order to re-evaluate any continued need for leave. If possible, an employee should request leave in advance of the beginning of the shift.

**Section 5.** Subject to the provisions of this Article, each employee has a right to his established annual leave schedule, and the Employer will adhere to the established schedule subject to workload requirements; arbitrary decisions to deny leave will not be made.

**Section 6.** Granting of emergency leave will be accomplished by the immediate supervisor, designee who is authorized to approve leave, or the next level supervisor(s) in the chain of command. A list containing the above information including telephone numbers will be posted on each official bulletin board, if available in the shop or office, and brought to the attention of each employee in the unit. If the above personnel are not available, the employees may notify another appropriate person.

## **ARTICLE 15** **SICK LEAVE**

**Section 1.** The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so that it will be available to them in case of extended illness and may increase retirement benefits.

**Section 2.** Employees shall earn sick leave in accordance with applicable laws and regulations. Sick leave shall be granted to employees when they are incapacitated for the performance of their duties by illness or injury or in other circumstances as set forth in applicable laws, regulations, directives, and instructions. Advance sick leave may be requested and approved in accordance with applicable laws, regulations, directives, and instructions.

**Section 3.** Employees will furnish a medical certificate to substantiate sick leave if the sick leave exceeds three (3) continuous workdays or as deemed necessary by the Employer, unless the Employer waives this requirement or the employee previously submits administratively acceptable medical certificate as defined in Air Force Policies and regulations identifying a recurring or chronic medical condition. A medical certificate, when required, will be submitted within fifteen calendar days-after the employee returns to duty.

- a.** The Employer has the right to require that an employee furnish a medical certificate for each absence claimed as sick leave when the Employer believes that the employee is abusing sick leave. The employee will be given written notification of this requirement. Documentary evidence, including records of leave usage, shall be provided to the employee upon request, or his representative with the concurrence of the employee. The representative will provide to the Employer a signed copy of the employee's authorization to release documents, authorizing the representative to see the documented evidence.
- b.** A review of the employee's record shall take place six (6) months after the issuance of the written requirement to furnish medical certificates. When the record of sick leave improves, this requirement may be removed.

**Section 4.** Requests for sick leave to cover prearranged medical, dental, or optical examination or treatment shall be submitted in advance and shall specify the date and time of the appointment.

**Section 5.** It is the responsibility of the employee or responsible person on behalf of the employee to notify his immediate supervisor, or designee, if he is prevented from reporting to work because of incapacitating illness or injury. The employee shall contact the supervisor on the first day and on every additional day of absence, as necessary, unless the supervisor approves a specific duration or if the employee submits administratively acceptable medical certification which indicates an extended absence (e.g., when hospitalization and recuperation is involved) for a specific period (e.g. days, weeks). At the expiration of the identified duration of the approved absence, the employee is expected to either return to work, or make immediate contact with the supervisor in order to re-evaluate any continued need for leave.

- a. For employees on the day shift, notification should be made by the employee or a responsible person (if the employee is unable to provide notification personally) no later than one hour after the beginning of his shift, unless compelling reasons prevent such reporting.
- b. For employees on the second or third shift, notification of incapacitation should be made prior to 1400 hours of the work day (if the employee is aware that he will be incapacitated for work) in order to allow sufficient time for the supervisor, or designee, to obtain a replacement before the start of the second or third shift unless compelling reasons prevent such notification. If the employee becomes incapacitated after 1400 hours, notification should be made as soon as incapacitation has been determined, but no later than one hour before the start of the work shift, unless compelling reasons prevent such notification.

**Section 6.** Employees will be advised of the names and telephone numbers of the supervisors, or designee, to contact when they are unable to report for work. If a bulletin board is available in the shop or office, the names and telephone numbers of the supervisors, or designees, to be contacted when employees are unable to report for work, as well as procedures to be followed will be posted on the bulletin board. In the absence of the identified supervisors, or designees, an employee may notify an appropriate person of the reason for the absence. The employee will provide a call back number. If the person notified does not have the authority to approve the leave, the reason for the absence will be considered by the immediate supervisor, or designee, subsequently in approving or disapproving the leave.

**Section 7.** In cases of sick leave of extended duration, a medical certificate may be required on a monthly basis, if necessary, to establish the employee's continued incapacity to return to duty.

**Section 8.** An employee who is injured on the job will be considered in a duty status and will receive pay without charge to leave for the time required to obtain emergency treatment, to the extent that the time falls within his prescribed hours of work for that day. If, at the advice of the doctor, 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 the employee will specify what their leave status will be. In cases which are covered by the Federal Employees Compensation Act and are determined by competent authority to fall within the provisions of an on-the-job traumatic injury, the employee may be carried in a duty status for the remainder of his shift. Transportation to the employee's residence or medical facility is subject to regulations prescribed by the Office of Workers' Compensation in accordance with the Federal Employees' Compensation Act.

**Section 9.** Whenever an employee's request for sick leave is disapproved, he will be provided the reason(s) if he so requests, within one workday of return to duty.

## **ARTICLE 16** **PERFORMANCE APPRAISALS**

**Section 1.** The administration of the performance appraisal system will be governed by the requirements of applicable government-wide rules, Air Force Policies and regulations. The performance appraisal system as applied to bargaining unit employees will be fair and equitable.

**Section 2.** The performance plan will be administered, in accordance with rule, law and regulations, at the beginning of the appraisal period. The performance plan will include the elements and standards of performance that are essential for satisfactory performance of the position. Employees are encouraged to participate individually in identifying their performance elements and establishing performance standards through informal discussions both at the beginning or at any time during the appraisal period when changes in elements and/or standards are needed. However, the responsibility for determining the elements and establishing the standards will remain with the supervisor or designee.

**Section 3.** Informal discussions between employees and supervisors, or designees, concerning performance are a normal part of supervision and should occur throughout the appraisal period. In addition, the immediate supervisor, or designee, shall discuss with each employee at approximately the midpoint of the appraisal year the strengths and weaknesses of the employee's performance of work as it relates to the individual elements and standards on his performance.

**Section 4.** If a rating official leaves the organization, a performance narrative statement is required when an employee has performed under an approved performance plan for 90 calendar days and there are more than 90 calendar days left in the appraisal cycle. This narrative statement will be considered by the new rating official. A rating of record is required when an employee has performed under an approved performance plan for 90 calendar days and the employee or rating official leaves the organization with fewer than 90 calendar days remaining in the appraisal cycle.

**Section 5.** Supervisors, or designees, should take timely corrective measures when performance problems are observed. At any time during the appraisal period when an employee's performance in one or more elements becomes unacceptable, the supervisor, or designee, should inform the employee of the element(s) for which performance is unacceptable and what is required to bring performance up to an acceptable level. The supervisor, or designee, will

initiate an opportunity period to give the employee a reasonable time to demonstrate acceptable performance. This means an amount of time commensurate with the duties and responsibilities of the employee's position sufficient to allow the employee to show whether he can perform his duties at an acceptable level. The employee will be given at least 14 calendar days but not more than 30 calendar days in which to bring his or her performance up to an acceptable level. After the period allowed for improvement, a written appraisal of the employee's performance will be made.

**Section 6.** Supervisors, or designees, will maintain a detailed record of how and when the employee fails to meet performance standards. Such records shall be provided to the employee upon request, or to his representative with the concurrence of the employee.

**Section 7.** Any personnel action taken to demote or remove an employee based on unacceptable performance will be in accordance with established Air Force Policies and regulations.

**Section 8.** If an employee's performance fails to improve to an acceptable level, the employee may be reduced in grade or removed for unacceptable performance. Such employee is entitled to:

- a. Thirty days advance written notice of the proposed action which identifies:
  - (1) specific instances of unacceptable performance by the employee on which the proposed action is based; and
  - (2) the critical elements of the employee's position involved in each instance of unacceptable performance;
- b. Be represented by an attorney, retained by the employee, or other representative;
- c. A reasonable time to answer orally and in writing; and
- d. A written decision which:
  - (1) in case of a reduction in grade or removal under this section, specifies the instances of unacceptable performance by the employee on which the reduction in grade or removal is based; and
  - (2) has been concurred on by an official who is in a higher position than the supervisor who proposed the action.

## **ARTICLE 17** **PROMOTIONS AND POSITION CHANGES**

**Section 1.** The Employer agrees that all promotions and other personnel actions will conform to applicable provisions Air Force Policies and regulations. The parties agree that Air Force

Policies and regulations, and this Agreement will be used in filling vacancies. It is the policy of the Employer to utilize the skills and potential of all employees and agrees to use internal recruitment as fully as practicable. The Employer agrees to be guided by the objective of obtaining the best qualified person available and to promote employees on the basis of merit and fitness without regard to personal relationships.

**Section 2.** Employees will be temporarily promoted if assigned to perform the duties of a higher graded bargaining unit position for fifteen (15) consecutive days, provided they meet the established requirements for the position.

- a. It is understood that a temporary promotion cannot be effective until the employee signs a letter of acceptance which outlines the terms and conditions of the promotion and a minimum of fifteen (15) consecutive calendar days remains in the temporary assignment. The effective and ending dates of the temporary promotion must be on duty days.
- b. The Employer will have a minimum of ten (10) workdays, prior to the effective date of the action, to process the temporary promotion. An exception to this ten (10) day requirement may be made in cases of emergencies. An emergency may include, but is not limited to, an unexpected assignment to a higher graded position which is caused by death, emergency leave, or unexpected illness of the regular incumbent

**Section 3.** Exceptions to competitive promotion procedures are outlined in Air Force Policies and regulations.

**Section 4.** Employees will be required to self-nominate for vacancy announcements using a resume. The Employer and the Union agree to the following:

- a. The area of consideration is where the Employer reasonably expects to find an adequate pool of available and best qualified candidates. The Employer will include the bargaining unit in the initial area of consideration to the extent that it provides the timely filling of the position and an adequate pool of best qualified candidates is available.
- b. Internal vacancy announcements will be posted for a minimum of five (5) workdays, but may be opened longer depending on factors such as location, hard to fill, skill requirements, etc. The posting requirement can be waived if filing a position using Alternative Certification Procedures as described Air Force Policies and regulations.
- c. Employees will be allowed computer access and assistance and reasonable time during working hours to access information and to comply with procedures related to the Merit Promotion Plan.

**Section 5.** For positions filled in accordance with established Air Force Policies and regulations an employee or his designated representative may, upon request:

- a. Review the Job Analysis/Promotion Plan used to fill the position.

- b. Review his own civilian performance and promotion appraisal.
- c. Be informed whether or not the employee met basic eligibility requirements for a specific fill action.
- d. Be informed of which areas of the Job Analysis/Promotion Plan the employee did not meet.
- e. Be informed whether or not he was within a group of best qualified and referred to the selecting official.
- f. Be informed of who was selected.

**Section 6.** All candidates under competitive consideration will be evaluated on the same ranking factors. Any changes to the Air Force Policies and Regulations will not be implemented without prior consultation or negotiation with the Union.

**Section 7.** Employees interested in promotion or a position change will be responsible for acquiring the skills and training needed for advancement.

**Section 8.** Through the resume process, employees will self-nominate for vacancy announcements. At the employee's discretion the resume may capture all assigned duties including but not limited to, those described in their current/past official core personnel document (aka position description), description of a temporary detailed assignment(s), duties performed because of a temporary promotion, and/or additional/collateral duties (i.e. GPC card holder, DTS approver). The vacancy announcement will provide information on required supporting documents. It is the employee's responsibility to provide sufficient proof of claimed accomplishment(s) such as education (diploma/transcripts), training certificates, and certifications/licenses, and their most current SF-50, Notification of Personnel Action.

**Section 9.** Upon receipt of a bona fide complaint from a directly affected employee or designated Union representative that a promotion action in progress does not conform to appropriate regulations or this Agreement, the Employer will promptly investigate the allegation. Before effecting the promotion action, if possible, the Employer will determine whether or not a violation occurred. If a violation of published regulation or this Agreement is discovered before the promotion action is finalized, the Employer will correct the error to the extent possible. Promotion actions that have been finalized, but which are found to be in violation of published regulations may be invalidated. If the promotion action is not invalidated, the employee denied proper promotion consideration will be given a one time priority consideration for the next appropriate vacancy (for which the employee self-nominated and is qualified) before referral of promotion candidates in accordance with the referral priorities outlined in Air Force Policies and regulations but concurrently with others entitled to the same consideration as an exception to the competitive procedures.

**Section 10.** In connection with a grievance, an employee and/or his representative may receive upon request, relevant and necessary information which has been used in the rating/ranking of the “best qualified” candidates in assessing their qualification for promotion. The information provided will be screened by the Employer to protect the privacy of the employees concerned. The parties agree that individual candidate rank order will not be provided and personal information such as names, addresses, telephone numbers, and social security numbers, etc., may not be provided in accordance with the Privacy Act. The Employer will not be required to create a new non-ranked list in order to honor this request.

**Section 11.** Retroactive promotions directed by lawful and binding arbitration decisions shall be made subject to back pay provisions of 5 USC 5596 when it is determined that the employee was improperly denied payment.

## **ARTICLE 18** **REDUCTION IN FORCE**

**Section 1.** To minimize the adverse impact on employees, the Employer shall consider other cost reduction efforts, such as reassignment of affected employees, before conducting a reduction in force (RIF).

**Section 2.** The Employer agrees that at the earliest possible date, and prior to the issuance of official notice to affected employees, the Union shall be notified of any RIF in order to allow negotiation on the impact and implementation.

**Section 3.** In the event of a RIF, existing vacancies will be used to the maximum extent feasible to place affected, qualified employees in continuing positions to prevent their separation from the service. All reductions in force will be carried out in compliance with applicable laws and regulations.

**Section 4.** The bumping and retreat rights of employees affected by reduction in force shall be governed by applicable laws and regulations.

**Section 5.** The Employer will provide outplacement assistance to all permanent employees identified for and/or adversely affected by reduction in force action. Outplacement programs include (but are not limited to) the following:

- a. DoD Reemployment Priority List for consideration for Air Force and DoD positions in the commuting area;
- b. DoD Priority Placement Program for consideration for Air Force and other DoD positions within the commuting area, CONUS, and the Pacific area, in accordance with applicable program guidelines; and,

- c. OPM Interagency Career Transition Assistance Program (ICTAP) for priority certification or referral of displaced employees to activities in Hawaii and on the mainland.

**Section 6.** An employee proposed for a lower grade or separation has a right to review all releasable records with his designated representative, pertaining to the action and to see a copy of Air Force and OPM regulations pertaining to RIF. The above review may include the retention register for his competitive level and those for other positions for which he believes he is qualified, down to and including those in the same or equivalent grade which constitutes the best offer. If separation is proposed, this includes all positions equal to and below the grade level of his current position.

## **ARTICLE 19** **JOB CLASSIFICATION**

**Section 1.** The Employer agrees to advise the Union when the application of new or revised Position Classification Standards will have an adverse impact on employees of the unit. In these circumstances, the Union shall have the right to review the Position Classification Standards, evaluation guides and/or precedents used by the Employer in the evaluation of subject positions.

**Section 2.** Questions of fact regarding an employee's job description will be resolved between the employee and his immediate supervisor or designee. Where disagreement concerning questions of fact regarding the job description cannot be resolved at a lower level, the Employer shall render a final decision regarding the matter. A final decision will be rendered not later than 30 calendar days after the employee first raised the question of fact with his immediate supervisor or designee. Dissatisfactions regarding classification of positions will be resolved in accordance with applicable regulations, directives and instructions. The Employer will advise and assist employees on the procedural aspects of filing positions classification appeals and grievances. The employee may be represented by the Union.

**Section 3.** Changes to an employee's position description shall be brought to the employee's attention by the immediate supervisor or designee.

**Section 4.** The Employer agrees that the position descriptions for each position should be accurate.

## **ARTICLE 20** **ENVIRONMENTAL PAY**

**Section 1.** The Employer has as its objective the elimination of or reduction to the lowest level possible all hazards, physical hardships and working conditions of an unusually severe nature. When the agency action does not overcome the unusually severe nature of the hazard, physical hardship, or working condition, an environmental differential may be warranted.

**Section 2.** The Employer will have a continuing responsibility of eliminating or reducing

danger and risks to its employees even though environmental pay is authorized.

**Section 3.** The basis for environmental differential pay will be in accordance with the OPM guidelines.

**Section 4.** The Employer has the primary responsibility for identifying conditions warranting environmental pay and the processing of requests for such payments. Upon request management will provide the union with a list of positions within the bargaining unit which are entitled to receive Environmental Differential Pay.

**Section 5.** An employee covered by this Agreement may bring to the attention of management conditions which he considers justifying environmental differential pay and the Employer will provide him with a decision.

## **ARTICLE 21** **SAFETY AND HEALTH**

**Section 1.** The Employer will continue to make every reasonable effort to provide and maintain safe working conditions. The Union will cooperate in these efforts and encourage employees to work in a safe manner.

- a. The Union shall be provided one copy of safety regulations when requested and in conjunction with a specific safety problem.
- b. The Union and the Employer agree to fully support Federal safety and health policies by working towards the elimination or correction of unsafe and unhealthy working conditions.

**Section 2.** The union may designate one Safety Representative at Hickam AFB. As the union's representative, he may provide recommendations on issues of safety brought to their attention by bargaining unit employees and attend meetings to which management deems appropriate for their participation.

- a. The appropriate steward, representing the area to be inspected, may accompany the Base Safety and/or Health Officer on safety and health inspections conducted within working areas of unit members. The schedule of regular planned safety inspections will be made available to the Union's designated Safety Representative by the Employer. The Employer agrees to furnish the Union a copy of the inspection report upon request.

**Section 3.** In the course of performing their normally assigned work, Union representatives will be alert to observe unsafe practices, equipment and conditions, as well as environmental conditions in their immediate area which represent industrial health hazards. If an unsafe or unhealthful condition is observed, the steward should report it to the immediate supervisor or designee. If the safety question is not settled by the steward and the immediate supervisor or designee, the matter will be referred promptly to the Union Safety Representative and Squadron

Safety Office for resolution. If the safety question is still not settled, it will be promptly referred to the Chief of Safety, or his designated representative. In the event resolution is not attained at this level, the problem may be submitted to Step 2 of the negotiated grievance procedure.

**Section 4.** The Employer shall continue to conduct an industrial health program to assist employees in maintaining optimum health while on the job. Employees shall cooperate with the Employer and the Union Safety Representative in all applicable safety and health programs.

**Section 5.** The Employer agrees to furnish personal protective clothing and equipment. If any question or disagreement arises, it will be taken up with the Office of Safety for resolution. Lockers will be provided where need exists as determined by unit property custodian or first line supervisor or designee. The Union, in recognition of the need for safe work practices, agrees to assist the Employer in insuring that employees use the personal protective clothing and equipment which are required.

**Section 6.** In addition to the reporting procedure outlined in Section 3 above, any employee or the designated representative of the employees, e.g., steward, who believes that an unsafe or unhealthful working condition exists in any work place where such employee is employed, shall be authorized to request an inspection of such work place, by giving notice of the alleged unsafe or unhealthful working condition to the designated safety official or to his designee for this purpose. Any such report should be reduced to writing; should set forth the grounds for the report; and should be signed by the employee or the designated representative of the employee. In the case of imminent danger situations, employees shall make reports first by the most expeditious means available, to be followed by a written report. Employees shall be protected in the above rights.

**Section 7.** When requested, the Employer shall furnish to the Union, in releasable summary format, a copy of all reported injuries to employees which occurred during the preceding period, not to exceed one year.

**Section 8.** Employer-provided equipment will be tested and inspected periodically and provided to the employee in a safe working condition. The employee will inform his supervisor, or designee, if equipment becomes unsafe during use. If there is disagreement between the employee and his supervisor, or designee, regarding the safety of tools, equipment or what constitutes a hazardous area, the employee may contact the Base Safety Office for a determination.

**Section 9.** The Employer will provide safety training in accordance with appropriate regulations.

**Section 10.** The Employer shall verbally notify the Union as soon as practicable but normally not later than twenty-four hours after learning of any serious personal injury concerning an employee of the unit and occurring at the activity while in performance of his duties. For the purpose of this Agreement, a serious personal injury is one which requires the treatment over and above that which is normally available at the base medical facility. Some examples are

unconsciousness, apparent heart attack, etc. In the event of a fatality, notification of the Commander, or his designee, and the immediate family of the deceased will be accomplished prior to notifying the Union.

**Section 11.** In the event the Air Force establishes a Wing Occupational Safety and Health Council, the Union may appoint up to three representatives with the intent to participate in meeting discussions, identify safety concerns, and resolve safety issues.

**ARTICLE 22**  
**EMPLOYEE COMPENSATION FOR INJURIES AND/OR**  
**OCCUPATIONAL ILLNESSES**

**Section 1.** Management agrees to inform employees of their entitlement to Federal compensation for occupational injuries and illnesses in accordance with the Federal Employees Compensation Act. Management also agrees to inform employees of their right to elect annual leave, sick leave, or leave without pay. However, employees are responsible for notifying management of a traumatic injury or occupational illness as soon as possible after the injury or the employee is aware of an occupational illness--unless the employee is incapable of notifying management. Employees or any person acting on their behalf are further responsible for completing their portions of the applicable claim forms in accordance with applicable regulations for submission to the Office of Workers' Compensation Program (OWCP) through the Employer.

**Section 2.** An employee may decide to take sick or annual leave or both to avoid possible interruption of income. Management will inform the employee of the need to prepare a written statement regarding his choice to elect leave or leave without pay during a period of incapacity from the job. This statement will be forwarded to the Employer not later than five working days after reporting an incapacitating occupational illness or not later than five working days following the termination of continuation of pay for a traumatic injury.

**Section 3.** No compensation may be made by OWCP while an employee is in a paid leave status. If an employee elects to take sick or annual leave and the claim for compensation is subsequently approved by OWCP, in accordance with regulatory procedures, the employee may elect to buy back the leave used through arrangements made with the Defense Finance and Accounting Service. In making the election to buy back leave, employees are responsible for determining whether annual leave bought back near the end of or after the end of the leave year is excess leave and subject to forfeiture.

**Section 4.** The Union agrees to assist the Employer in instructing unit employees in the proper procedures for obtaining benefits under the Federal Employees' Compensation Act.

**Section 5.** If an employee is incapacitated to perform his regular duties because of an occupational illness or injury, the employee will submit to his immediate supervisor, or designee, a written medical report from his attending physician including diagnosis, prognosis, duration of disability if temporary, limitations and restrictions (e.g., if not totally disabled, what the

employee can and cannot do), etc. Light duty, which does not have to be in the employee's regular duty area, may be provided to employees who incur a work related injury or illness and who are capable of performing light duty, subject to the availability of light duty work and the employee's qualifications to perform the work.

## **ARTICLE 23** **DISCIPLINARY ACTIONS**

**Section 1.** The Employer agrees not to initiate a proposed formal disciplinary action before holding a preliminary discussion or inquiry, with the employee(s) involved, except where unusual circumstances make such discussion-impracticable. Normally, the discussion will be held between a supervisor, or designee, having the authority to propose the action, the employee concerned and his Union representative, if requested by the employee. The employee(s) will be advised of the reasons for the discussion including facts giving rise to the discussion.

**Section 2.** An employee must give testimony or information to Air Force and Office of Personnel Management representatives on official matters. Failure to do so may be the basis for disciplinary action.

**Section 3.** Disciplinary actions will be taken for just cause to promote the efficiency of the service. The parties further agree that 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.

**Section 4.** Supervisors, or designees, shall advise employees when derogatory entries are made in the Supervisors Employee Work Folder. Supervisors, or designees, will review the Supervisors Employee Work Folder at least annually, or at any other time at their discretion.

**Section 5.** Formal disciplinary action shall be initiated within a reasonable period of time after the offense has been committed, or has been made known to the Employer and the investigation has been completed, if required. If a substantial delay in effecting the action is anticipated, the employee will be informed that action is being considered and that he will be advised when a decision is made regarding the course of action decided upon. To the extent permitted by law or regulations, the employee or his representative has the right, upon request, to review and/or obtain a copy of the material relied upon to support the reasons for initiating disciplinary action.

**Section 6.** Advance Notice/Reply:

- a. For proposed suspensions of fourteen (14) calendar days or less, the Employer shall provide not less than ten (10) calendar days advanced written notice of the proposed action. The employee shall be allowed ten (10) calendar days from the date of receipt of the proposed action to make a reply.

- b. For proposed adverse actions more severe than a fourteen (14) calendar day suspension, the Employer shall provide at least thirty (30) calendar days advance written notice of the proposed action. Except as described in 6.b.1 and 6.b.2 below the employee shall be allowed fifteen (15) calendar days from the date of receipt of the proposed action to make a reply.

**6.b.1** Supervisors need not comply with the requirement for 30 days' advance written notice when proposing a removal or suspension (including indefinite suspension) if they have reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. Supervisors may require the employee to furnish an answer, including affidavits and other documentary evidence, within a reasonable time under the circumstances, but not less than 7 days. When the circumstances require that the employee be kept away from the worksite, and no other alternatives are available, supervisors may place the employee in a non-duty status with pay for such time as is necessary to effect the action.

**6.b.2.** Supervisors need not give employees the advance written notice and opportunity to answer for furloughs without pay due to unforeseeable circumstances, such as sudden breakdowns in equipment, acts of God, or sudden emergencies requiring immediate curtailment of activities. Despite the waiver of the advance notice requirement and the right to answer, supervisors must give employees the other protections provided by law and regulation, including the right to appeal where appropriate, or grieve the action.

**Section 7.** Notices of proposed action will state the nature and specific reason(s) for the proposed action, and will advise the employee of his right to reply, of his right to a representative of his choice in making such reply, and of his right to review the material relied upon by the Employer in proposing the disciplinary action. Should the Union act as the employee's representative, the designated representative shall be furnished one copy of such material upon request.

**Section 8.** Notices of decision to effect disciplinary action will advise the employee of his grievance/appeal rights to exclude removals for unacceptable performance and misconduct, including the specific management official or agency such grievance/appeal should be submitted to and any time limits.

## **ARTICLE 24** **GRIEVANCE PROCEDURE**

**Section 1.** The Employer and the Union desire that all employees in the unit continue to be treated fairly and equitably. It is intended that this grievance procedure will provide a means of resolving grievances at the lowest possible level, and the Employer and the Union agree to work toward this end.

- a.** This Article provides an orderly and exclusive procedure for processing grievances based on any matters concerning the interpretation and application of this Agreement, interpretation and application of Air Force and Department of Defense policies, regulations and personnel policies and regulations that affect working conditions. This is the sole procedure that may be used by the parties to this Agreement and unit employees in processing grievances except for those matters specified in Section 1b which are excluded from the grievance procedure.
- b.** The following constitutes a listing of those items which are excluded from the grievance procedure available to the parties covered by this Agreement and to unit employees:
  - 1)** Any matter excluded by law or executive order;
  - 2)** Any claimed violation of Subchapter III of Chapter 73 of the Law (relating to prohibited political activities);
  - 3)** Retirement, life insurance, or health insurance;
  - 4)** A suspension or removal under Section 7532 of the Law for national security reasons;
  - 5)** Any examination, certification, or appointment;
  - 6)** The classification of any position which does not result in the reduction in grade or pay of an employee;
  - 7)** Failure to be selected for promotion when proper promotion procedures are used; that is, non-selection from a group of properly ranked and certified candidates;
  - 8)** Non-adoption of a suggestion;
  - 9)** Non-selection for a discretionary award;
  - 10)** Termination of a temporary promotion;
  - 11)** Termination of a probationary employee;
  - 12)** Termination of a temporary employee;
  - 13)** Termination of an employee with an excepted appointment;
  - 14)** Any classification decision of a position or group of positions which may result in the reduction in grade or pay of an employee;
  - 15)** A reduction in force, furlough for more than thirty (30) days, or transfer of function

which are appealable under 5 CFR 351;

- 16) Termination of retained grade or pay benefits based on a refusal to accept a reasonable offer;
- 17) Any pecuniary liability;
- 18) The assignment of ratings of record;
- 19) Any form of incentive pay, including cash awards; quality step increase; or recruitment, retention, or relocation payments;
- 20) An action required to be taken by an agency under provisions of statutes or instructions of the OPM;
- 21) Termination of any employee for misconduct or unacceptable performance.

**Section 2.** Nothing in this Agreement shall be interpreted to require the Union to represent an aggrieved employee in processing his grievance under this procedure, or to continue to represent him, if the Union considers the grievance to be invalid and without merit. Disagreements on whether or not a grievance is subject to the negotiated procedure applicable to this Agreement shall be submitted to arbitration in accordance with Article 25.

**Section 3.** 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, in accordance with the Base ADR Plan. ADR will not be used unless both the grievant and management official involved agree to it.

**Section 4.** The following procedures must be utilized when the employee seeks resolution of his grievance through the negotiated procedure. The employee must present the grievance in writing on the form or in the format as provided in Appendix 1. If the employee is represented by the Union, the signature of the Union representative is required on the grievance form. It is the employee's responsibility to obtain the Union representative's signature prior to presenting the form. Any change in Union representative during the grievance process will be provided to the Employer in writing.

**Step 1.** An employee may present a grievance concerning a continuing practice or condition at any time, but must present a grievance concerning a particular act or occurrence within fifteen (15) calendar days of the date of that act or occurrence or the date he became aware of it. To present their grievance, employees must use the attached Grievance Form, Appendix 1. After presenting the written grievance form to the Step 1 management official, the affected employee and, if the employee so elects, his Union representative shall discuss the matter in private with that official. In the event that the grievance is not within the authority of that management official or designee to resolve, he will advise the employee and his

representative, if any, of this fact and of the identity of the appropriate management official who has the authority to resolve the grievance. The grievant or his representative will as soon as practicable, but in any event not later than seven (7) calendar days after initially presenting the grievance form to the management official, schedule an appointment with that appropriate management official. Within seven (7) calendar days after the meeting the management official will render a decision using the Supervisor's Statement Form, Appendix 2. The responding management official will briefly summarize the grievance; the consideration accorded it; the conclusions reached; and the course of action which has been decided upon.

**Step 2.** Within fifteen (15) calendar days after receipt of the Step 1 decision, if satisfactory settlement has not been reached, the employee must present the grievance to the Civilian Personnel Section. Documents submitted are completed Grievance Form, Appendix 1 and Supervisor's Statement Form, Appendix 2. The Civilian Personnel Section will forward the grievance to the appropriate representative of the Employer, e.g., Wing Commander, squadron commander, special staff officer, etc., with a copy provided to the Union representative. If other pertinent issues are raised during Step 2, the grievance will normally be returned to the Step 1 management official for consideration prior to proceeding to Step 2. The timelines for actions will restart upon return to Step 1. If no decision is rendered at Step 1 (e.g., in grievances concerning letters of reprimand or suspension), the grievance form will be forwarded directly to the appropriate Step 2 representative of the Employer by the grievant or his representative. Within ten (10) calendar days after receipt by CPS of the grievance form, a meeting shall be scheduled between representatives of the Employer and the employee and his representative(s), if any. The appropriate management official shall render a written decision within fifteen (15) calendar days after the Step 2 discussion. The written decision shall include a brief summary of the grievance and the considerations accorded. Whenever a grievance and/or corrective action is denied on the basis that the corrective action sought would be unenforceable by virtue of a violation of law or governing regulation, the Employer shall provide the Union with a copy of the pertinent regulation or law upon which the decision is based.

**Step 3.** If the Employer's decision is not acceptable to the grievant, the Union may submit the grievance to arbitration through the installation commander, or designee, within fifteen (15) calendar days after the receipt of the Step 2 decision. Arbitration may be invoked only by the Union or by the Employer and must be in accordance with Article 25 of this Agreement

**Section 5.** Should an employee, group of employees or the Union initiate a grievance which questions or concerns the interpretation and/or application of published Air Force or DoD policy, provisions of law, or regulations of appropriate authority, the Employer may request an interpretation as to the proper application of the regulation or policy. The request for interpretation will be sent by the Employer to HQ USAF, to the Assistant Secretary of Defense for Manpower and Reserve Affairs, or to the Defense Civilian Personnel Advisory Service (DCPAS), as appropriate. The Union will be provided a copy of the request for interpretation. It is agreed that upon submission of the grievance at Step 2 of this procedure, a total of 45 calendar days will be allowed 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.

**Section 6.** General disputes regarding the interpretation and application of this Agreement may be filed by the Union. A dispute under this Agreement may also concern the interpretation and application of agency regulations and personnel policies and practices that affect working conditions. In such cases, the provisions of the negotiated grievance procedure will be utilized. Discussion at Step 1 regarding the dispute, however, shall be conducted at the management level which made the interpretation or application which is in question. Requests for a Step 1 discussion will be made by the Union through the Employer. The discussion between Union representatives and management officials shall take place as soon as practicable but no later than seven (7) working days after the date of the Union's request for such a meeting is received.

- a. General disputes regarding the interpretation and application of this Agreement may be filed by the Employer. Employer grievances will be submitted by the Wing Commander or his designee to the Union Business Representative. The Union Business Representative and/or Assistant Business Manager and the Wing Commander or his designee will meet within seven (7) calendar days after receipt of the grievance to discuss it. The Union Business Representative and/or Assistant Business Manager shall give a written decision within fifteen (15) calendar days after the meeting.

**Section 7.** 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 the normal working hours of the installation. Witnesses, if otherwise in a duty status, will be on official time.

**Section 8.** If a grievant resigns, dies, or is separated (other than for removal for cause or performance) before a final decision is reached on a grievance being processed, and no compensation issue is involved, action will be stopped with the concurrence of the Union, and all interested parties will be notified of the conditions under which the case is being closed without decision. A copy of this notification will be made part of the record.

**Section 9.** It is agreed that when a grievance is settled at any step or withdrawn in its entirety, no further action shall be taken regarding the grievance.

**Section 10.** A complaint or grievance concerning an entry made on Supervisor's Employee Work Folder must be submitted at Step 1 of this procedure.

**Section 11.** A grievance based on a disciplinary/adverse action which is properly grievable under the terms of this Article shall be submitted at Step 2 of the negotiated grievance procedure as provided below:

- a. For the purpose of determining the 15-day period when a grievance over a suspension must be filed, the 15 calendar day period will be counted from the day after the employee receives the notice of decision.

- b. Grievances based on a letter of reprimand or suspension of 14 days or less shall be submitted at Step 2 of the negotiated grievance procedure.
- c. If an adverse action is appealable through a statutory procedure or the negotiated grievance procedure, the employee must choose one procedure but not both. If an employee elects to file a grievance under the negotiated procedure regarding a suspension of more than fourteen (14) days or a reduction in grade or pay, the grievance will be submitted at Step 2 of the negotiated grievance procedure at a level higher than the deciding official unless the deciding official is the Wing Commander. In such cases, step 2 shall be submitted to the Wing Commander.

**Section 12.** An employee alleging discrimination based on race, color, religion, sex, national origin, age (40 and over), disability (physical or mental), genetic information or reprisal may file a grievance in accordance with this section or process the complaint of discrimination through the applicable statutory procedure, but not both. An employee in the unit who believes he or she has been discriminated against shall contact an EEO Counselor. The EEO Office shall provide the employee with a handout which will inform the employee of avenues of redress, e.g., to initiate an informal discrimination complaint through the procedures prescribed by AFI 36-1201, and other applicable laws and regulations, to file an appeal of an action appealable to the Merit Systems Protection Board, or to file a grievance in accordance with this Article. If the employee elects to file a grievance through the negotiated procedure, the employee must submit a written grievance through the Civilian Personnel Officer, or designee, to be received by the appropriate representative of the Employer, e.g., Wing Commander, squadron commander, special staff officer, or any other higher level official, within thirty (30) calendar days from the date of the alleged discriminatory act. The written grievance must specify: (1) the basis for the allegation of discrimination (i.e., race, color, religion, sex, national origin, age) (40 and over), disability (physical or mental), genetic information or reprisal; (2) the matter causing the employee to believe he or she has been discriminated against; and (3) the corrective action desired. Upon receipt of the grievance, the representative of the Employer will conduct any investigation deemed necessary to obtain the facts and will meet with the grievant and representatives of the Union to attempt resolution of the discrimination complaint. A written decision to the employee will be rendered by the representative of the Employer within forty-five (45) calendar days after the receipt of the grievance by the Civilian Personnel Officer or designee. Any investigative reports on which the decision was based will be given to the grievant. A copy of the decision, including any investigative reports, will be forwarded to the Union. If the decision is unsatisfactory to the grievant, the Union may invoke arbitration through the Employer, Commander, 15th Wing, or designee, within fifteen (15) calendar days after receipt of the decision. Arbitration may be invoked only by the Union and must be in accordance with Article 25 of this Agreement.

**Section 13.** The time limits provided within this Article may be extended by mutual agreement prior to the end of the prescribed time limit. Failure of the Employer to observe prescribed time limits without just cause shall automatically move the grievance to the next step. Failure of the employee, a group of employees or the Union to observe the time limits shall constitute the

termination of the grievance.

**Section 14.** The Employer agrees that all grievance discussions under Step 1 shall be conducted during the regular duty hours of the employee or at a time mutually acceptable to the employee, the Union representative, and the appropriate supervisor. Discussions at Step 2 and 3 will be during the regular day shift hours. Hours of work for employees and stewards assigned to the night shift will be adjusted in order for them to meet with the appropriate supervisor at Step 2 or 3 during the regular day shift hours.

**Section 15.** The grievant shall be granted a reasonable amount of official time to allow an opportunity, consistent with applicable mission and security requirements and/or higher level authority regulations, for the preparation and presentation of his or her own grievance. The employer will, upon request make pertinent records available for such purpose, unless prohibited from doing so by law or regulation. The above may include the interviewing of witnesses, supervisors, and management officials. The grievant and his representative have the right to be present during formal discussions, interviews, hearings or similar proceedings, conducted by a supervisor or management official when those discussions concern the grievance. Bargaining unit employees acting as a union representative representing a grievant will be in an approved leave status in accordance with applicable laws or executive orders.

## **ARTICLE 25** **ARBITRATION**

**Section 1.** Arbitration may be invoked only by the Union or the Employer and shall extend only to matters which are processed under Article 24, Grievance Procedure. Arbitration will be binding on the parties, except that either party may file an exception to the arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

**Section 2.** Within ten (10) calendar days from the date either party receives the written request for arbitration, representatives of the parties shall attempt to mutually select an arbitrator. If the parties cannot agree on an arbitrator within that period, either party may submit a request to the Federal Mediation and Conciliation Service for a list of not more than ten (10) qualified arbitrators in Hawaii. Within seven (7) calendar days after receipt of the list of names, the parties will meet. 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.** All costs shall be borne equally by the Employer and the Union. The cost of travel and per diem will not exceed the maximum amount payable to Department of Defense employees under the provisions of Volume 2 of the Joint Travel Regulations. The arbitration hearing will be held, if possible, on the premises of Hickam AFB during the regular day shift hours of the basic workweek. All employee participants, excluding Union Stewards, in the hearing shall be on official time if otherwise in a duty status, and the Employer will attempt to the maximum extent possible to arrange the duty schedule of such employee participants to insure their duty status during the time of the scheduled hearing.

**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.

**Section 5.** The arbitrator is expected to take his own notes and shall not require a stenographic or other record of the proceedings. 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. However, if the parties agree that a stenographic or other record of the proceeding is necessary, the costs thereof will be shared equally by 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 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 procedure.

**Section 7.** If the Employer had requested an interpretation of a published Air Force or DoD policy, law, regulation, or regulation of appropriate authority from HQ USAF, the Assistant Secretary of Defense for Manpower and Reserve Affairs, or the Defense Civilian Personnel Advisory Service, which it considers pertinent to the grievance for which the Union has requested arbitration, said interpretation may be submitted by the Employer to the arbitrator for his consideration but the arbitrator is not bound by the agency's interpretation. If said interpretation has not been received by the Employer at the time the Union requests arbitration, a delay of no longer than 15 days will be allowed in order to receive the requested interpretation. There shall be no further delay pending receipt of the interpretation. If it is not received before the close of the hearing, it shall not be admitted in evidence or considered by the arbitrator.

**Section 8.** It is agreed that all time limits prescribed in this Article may be extended by mutual consent of the parties.

## **ARTICLE 26** **CONTRACTING OUT**

**Section 1.** Prior to conducting formal studies concerning work performed by bargaining unit employees which may lead to contracting out the work, the Civilian Personnel Office will notify the Union. The Union will have the opportunity to comment during the study. As updates

become available, the Union will be provided the status of the effort or changes. The Employer agrees to notify the Union as soon as the formal study is completed and allow the Union to review any releasable information related to the study results.

**Section 2.** In the event a decision to contract is out made, applicable laws to minimize the impact on employees will be utilized. The union will be afforded the opportunity to bargain the impact and implementation of the decision as related to the conditions of employment of affected employees.

**Section 3.** This article is excluded from the negotiated grievance procedures.

## **ARTICLE 27** **CIVIC RESPONSIBILITIES**

**Section 1.** Employees eligible under applicable laws and regulations shall be granted court leave for absence during an employee's regularly scheduled tour of duty. Court leave is available for jury duty in Federal, State, or Municipal courts. Official duty time or court leave is available to serve as a witness on behalf of the Federal, State, or Municipal Government or as a witness on behalf of a private party when the Federal, State, or Municipal Government is a party to the proceeding in accordance with applicable regulations.

**Section 2.** If an employee is called for jury duty, he shall promptly notify the Employer so that arrangements may be made for his absence from the activity.

**Section 3.** Upon completion of his service, the employee shall present to the Employer a signed jury card or other satisfactory evidence of the time spent on such duty.

**Section 4.** Excused time may be given to eligible employees to vote in National, State, or Municipal elections or referendums consistent with applicable Federal rules and regulations. In this connection, eligible employees may be excused, without charge to leave for the purpose of voting, for a period that will enable them to vote, but not to exceed a total time of three (3) hours after the polls open or three (3) hours before the polls close, whichever will cause the lesser period of absence from their employment.

## **ARTICLE 28** **PARTICIPATION IN WAGE SURVEYS**

**Section 1.** It is agreed that the Union will be accorded all rights, privileges, and responsibilities accruing to them under the provisions of the Federal Wage System.

**Section 2.** The Employer shall notify the Union as soon as possible when information is received that an official wage survey has been directed or authorized.

**Section 3.** Reasonable time off from work may be authorized to permit appropriate members of the Union to appear before the Local Wage Survey Committee to make presentations on behalf

of the employees in the unit, or to serve as Data Collectors. Based on mission requirements, supervisors, or designees, may, upon reasonable notification by affected employees, make necessary arrangements for releasing such employees from their work assignments.

## **ARTICLE 29** **TRAINING AND CAREER DEVELOPMENT**

**Section 1.** When the Employer deems appropriate and funding permits the Employer will establish adequate training opportunities to assure that employees may acquire individual development and furtherance to career program objectives consistent with employee's aptitudes, interests, abilities, and managerial needs. Special emphasis will be given to training within Air Force policy and regulatory guidance to continuing positions in the event of displacement by automation, reduction in force, transfer of function, or other situations adversely affecting stability of Federal employment.

**Section 2.** Equal consideration to participate in training and development programs will be given to every employee who needs training irrespective of race, color, religion, national origin, sex, age (40 and over), disability (physical or mental), genetic information.

**Section 3.** The Employer agrees to publicize training programs specifically designed to prepare employees for promotion. Publicity will state qualifications required, applicable tests, and other criteria and how employees may apply.

**Section 4.** To the extent practicable, the maximum use will be made of the authority to waive qualification requirements and to enter into training agreements with the OPM in order to place employees in vacant positions where their services can continue to be utilized during periods of impending changes in function, organization or mission.

**Section 5.** In the event of a reduction in force, the Employer will determine from the appropriate State Employment Service whether any of the affected employees are eligible for training at Government expense, and if so, inform employees how to apply for training.

**Section 6.** 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.

## **ARTICLE 30** **DRUG TESTING**

**Section 1.** The Employer agrees that the administration of its drug testing program shall be done in accordance with all applicable rules, regulations, directives and instructions.

**Section 2.** Prior to referring an employee for reasonable suspicion drug testing, the employee will be notified in writing of the requirement to provide a sample and the basis for the suspicion.

**Section 3.** The Employer agrees to the following:

- a. Employees required to be tested shall be in a pay and duty status, including overtime pay if applicable, for the entire length of the testing procedure.
- b. No random drug testing will be conducted on holidays if the employee is not scheduled to work that day, or on an employee's scheduled days off, or while the employee is in a leave status. If an employee is selected for random testing on a day when the employee is not in a duty status, his drug test will be deferred and he will be subject to testing within two (2) hours of his return to duty.
- c. Employees requiring transportation to the site of the drug testing should notify the employer to set up transportation to the testing location when needed.
- d. Normally, employees being tested shall not be denied their normal lunch routine.

### **ARTICLE 31** **EQUAL OPPORTUNITY**

**Section 1.** The Employer and the Union agree to cooperate in providing equal opportunity for all persons regardless of race, color, religion, sex, national origin, age (40 and over), disability (physical or mental), genetic information, or Union membership; to eliminate all discrimination wherever it is known to exist; to assure that all personnel programs, policies, and assignments are free of discriminatory practices; and to work toward a truly integrated workforce at all levels.

**Section 2.** The Union agrees to maintain and carry out terms and conditions of membership which will assure equal treatment of all employees within the bargaining unit without regard to race, color, religion, sex, national origin, age (40 and over), disability (physical or mental), genetic information.

**Section 3.** Each party agrees to expose problems in equal opportunity that come to their attention and jointly work towards resolution of these problems.

**Section 4.** In establishing an EEO Committee, the Employer agrees to recognize and appoint a unit member recommended by the Union.

**Section 5.** In presenting an EEO complaint, an employee may be represented by the Union.

### **ARTICLE 32** **PAYROLL WITHHOLDING OF DUES**

**Section 1.** Any employee of the Air Force in Hawaii who is a member of the unit and who is a

member in good standing of the Union may authorize an allotment of pay for the payment of his dues for such membership, provided:

- a. The employee has voluntarily completed a request for such allotment of his pay.
- b. The employee regularly receives a normal amount of pay on the regularly scheduled paydays of the base and such pay is sufficient to cover the full amount of the allotment after the other legal deductions have been made.

**Section 2.** The Union agrees to acquire and distribute to its member the prescribed allotment form (Standard Form 1187), to certify as to the amount of its dues, and to inform and educate its members on the program for allotments for payment of dues and the uses and availability of the required form. An allotment may be submitted by an eligible member of the unit, through the Union, to the Employer for appropriate review of eligibility to have dues withheld. The Employer will process the forms of eligible employees and those for ineligible employees will be returned to the Union. The Union has the right to grieve any negative determination in accordance with Article 24, Section 5a. The allotment will be effective at the beginning of the first complete bi-weekly pay period after receipt of a properly completed and signed SF 1187 by the Employer. Employees in the bargaining unit may not request payroll deduction of dues to a labor organization other than the Union. An allotment shall be terminated:

- a. When the employee leaves the unit as a result of any type of separation, transfer, or other personnel action (except detail).
- b. Upon loss of exclusive recognition by the Union.
- c. Upon receipt of notice from the Union that the employee is no longer a member in good standing.
- d. When this Agreement is suspended or terminated by appropriate authority outside the Department of Defense.

**Section 3.** Effective date of termination of dues withholding allotment, which is not at the request of the employee, shall be the beginning of the first pay period following the date of the action which requires the termination of the allotment. The Union agrees to promptly notify the Employer when a member who has authorized dues withholding is suspended or expelled from the organization, such notice to be given within five (5) workdays.

**Section 4.** The Employer agrees to promptly notify the Union when a revocation of an allotment is received from an employee.

**Section 5.** SF Form 1188 “Cancellation of Payroll Deductions for Labor Organization Dues” will be available to employees online.

**Section 6.** An employee may cancel their dues allotment by submitting a SF-1188, no earlier than 2 weeks prior to their first anniversary date. It will become effective on the first full pay period beginning on or after the first anniversary date. After the first anniversary date, an

employee may cancel their dues allotment by submitting a SF-1188 during the period of 18-31 August, which will become effective the first full pay period on or after September 1st.

**Section 7.** The Employer shall furnish to the Business Manager/Financial Secretary of the Union, at the end of each payroll cycle, the remittance for dues. The remittance will be accomplished by a statement giving the following information:

- a. Identification of office or installation
- b. Identification of Local.
- c. Names of members for whom deductions were made, and amount of each deduction.
- d. Names of members for whom deductions previously authorized were not made, with coding to show reason for non-deduction.
- e. Total amount withheld on the payroll.
- f. Copy of any written revocations received by the Employer which is effective with the pay period in question.

**Section 8.** The Union agrees that the amount to be withheld shall be the amount of the regular monthly dues, exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. Allotment deductions will be made by the Employer each pay period in the bi-weekly amount of the monthly dues shown on the SF 1187. The Union will notify the Employer in writing of any changes in its regular dues structure and the new dues amounts to be withheld. The effective date of such change shall be the beginning of the first complete bi-weekly pay period after receipt of the change notice, unless a later date is specified by the Union. Not more than three changes may be made in any calendar year. The Union agrees to coordinate in advance with appropriate payroll and DFAS officials to insure sufficient time to make pay system changes.

### **ARTICLE 33** **GENERAL PROVISIONS**

**Section 1.** The Employer agrees to adhere to the provisions of applicable laws, regulations, directives, and instructions.

**Section 2.** The Employer agrees to furnish the Union, upon request, an alphabetical listing of bargaining unit employees showing the names, grades, occupational series and organizational symbols at least once a year.

**Section 3.** The parties agree that in the observance of time limits in this Agreement, should the last day of a time limit fall on a Saturday, Sunday or federal holiday, the next working day shall

be considered the last day in the time limit.

**Section 4.** This Agreement will be made available electronically to employees. A notice informing employees of the availability of this Agreement on the computer will be posted on official bulletin boards. Employees will be allowed computer access and reasonable time to access this Agreement during work hours. The Employer or the Union will assist employees who do not have ready access to a computer at their worksite.

**Section 5.** Any expenses authorized by applicable regulations arising from the employment of a mediator provided by the Federal Mediation and Conciliation Service (FMCS) in conjunction with impasse proceedings will be shared equally between the Union and the Employer

**Section 6.** Any clothing that allows the midriff area (front or back) to be visible at any time, even while seated is prohibited. Undergarments may not be visible and pants must be secured no lower than mid hip. Sleepwear and sleepwear type clothing and clothing that displays or symbolizes any language or material that is inappropriate for work or offensive to any group (this includes but is not limited to material relating to drugs, alcohol, profanity, obscenity, racism, gang activity and violence) is not permitted.

**Section 7.** Emergency essential employees may be required to wear military uniforms in the performance of duties during real world contingencies (i.e. tasked deployment).

**Section 8.** Shoes will be appropriate for the type of work performed and proper for the area/setting in which the work is performed. Sunglasses are to be worn indoors only if prescribed by a physician or required for the job

**Section 9.** The Union and management agree to give reasonable advance notice of no less than 10 calendar days of their intent to file an Unfair Labor practice charge with the Federal Labor Relations Authority (FLRA) so as to allow an opportunity for an informal disposition of the matter.

**Section 10.** Employees are encouraged to be considerate of others and use cologne, perfume, after-shave lotion and scents sparingly as to not offend others. Supervisors to whom a concern has been presented should attempt to address the matter.

#### **ARTICLE 34** **EFFECTIVE DATE AND DURATION**

**Section 1.** This Agreement will become effective upon Agency head approval pursuant to the provisions of 5 U.S.C. 7114(c), and will remain in effect for five (5) years from the date of approval. If the Agreement is neither approved nor disapproved within thirty (30) calendar days from its execution, the Agreement will take effect and be binding subject to the provisions of applicable government-wide rules, regulations, policies, and laws. It shall continue in effect from 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 as the basic agreement.

**Section 2.** If either the Employer or the Union desires to change or terminate this Agreement as of the initial termination date, the party desiring the change or termination must notify the other in writing not more than ninety (90), nor less than sixty (60), calendar days prior to the annual anniversary date of the Agreement.

**Section 3.** During the duration of this Agreement, either Party may notify the other in writing of its desire to negotiate supplemental agreements. Supplements will be limited to changes in applicable laws and regulations from higher authority which could affect bargaining unit employees, including court decisions and decisions of the FLRA, the FSIP, and the Assistant Secretary of Labor for Labor-Management Relations when such changes are within the discretion of the Agency. Supplements will remain in effect in accordance with the provisions of this Article. Any outside agreement will need to be reviewed by Agency head in accordance with 5 U.S.C. 7114(c).

**Section 4.** The provisions of this Agreement prevail. All past practices or unauthorized agreements that are in conflict with this Agreement are terminated.

**APPENDIX I - GRIEVANCE FORM**

SEE ARTICLE 24, SECTION 4

1. Employee's Name: \_\_\_\_\_ 2. Employee's Signature: \_\_\_\_\_

3. Job Title & Grade: \_\_\_\_\_ 4. Work Section: \_\_\_\_\_

5. Date Grievance Occurred: \_\_\_\_\_

6. Choose one: \_\_\_ I elect to represent myself  
                  \_\_\_ I authorize the Union to represent me - (Signature of Union Representative required)

\*\*\*\*\*

**STEP 1:** Complete this section only (Make two copies: original - employee; copy - supervisor)

TO: \_\_\_\_\_ Date \_\_\_\_\_

7. General Description of Grievance: \_\_\_\_\_

8. Facts Surrounding my Grievance are: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

9. Corrective Action Desired: \_\_\_\_\_

(#8 and #9 use additional sheets as required)

10. Date Received by Step 1 Official: \_\_\_\_\_ Step 1 Official's Initials: \_\_\_\_\_  
(If employee is representing himself, Step 1 Official faxes a copy to IBEW at 847-2224)

11. Step 1 Decision: Date Delivered \_\_\_\_\_ Official/Date \_\_\_\_\_  
Employee/Date \_\_\_\_\_ Union/Date \_\_\_\_\_

\*\*\*\*\*

**STEP 2:** THRU: Civilian Personnel Section: Date Received \_\_\_\_\_ CPS's Initials \_\_\_\_\_

TO: \_\_\_\_\_ (Step 2 Official)

On the date indicated above, a grievance occurred which I presented to my supervisor. His reply was not satisfactory to me and I, therefore, elect to pursue my grievance through Step 2 of the Negotiated Grievance Procedure. The Step 1 decision was not satisfactory to me because: \_\_\_\_\_

\_\_\_\_\_



### APPENDIX III REQUEST FOR OFFICIAL UNION TIME

This document is to be used to request official time in accordance with the Collective Bargaining Agreement between the 15 Wing and IBEW Local 1186. Training requests must be accompanied by an agenda.

**Part A: To be completed by the requesting union representative:**

Name:

Contact Number:

Date(s) requested:

Hours requested:

Location of meeting:

Justification (Reasons to include travel time, meeting with employee, interview, etc.):

Requesting union representative:

Date

**Part B: To be completed by the supervisor**

Approved

Partially Approved

Denied

If partially approved:

Date(s) approved:

Hours approved:

Reason for partial approval or denial:

Justification for partial approval or denial:

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

\* Forward a copy of this form to CPS within 48 hours

This Agreement shall take effect on the date approved by DCPAS or, if no action is taken by the DCPAS, on the 31<sup>st</sup> day following the date of execution by the parties thereto. In witness whereof, the parties hereto execute the Agreement on this 12<sup>th</sup> day of June 2020.