

PREAMBLE

WHEREAS, the Congress finds that:

1. The involvement of Federal Government employees and their union representatives is essential to achieving the National Performance Review's government reform objectives. Only by changing the nature of Federal labor-management relations so that managers, employees and employees' elected union representatives serve as partners will it be possible to design and implement comprehensive changes necessary to reform Government. Labor-management partnerships will champion change in Federal Government agencies to transform them into organizations capable of delivering the highest quality services to the American people. The parties agree to develop and implement a separate partnership principles agreement.
2. The parties believe in the principle that all employees want to be involved in decisions that affect them, care about their jobs and each other, take pride in themselves and in their contributions, and want to share in the success of their efforts. By creating an atmosphere of mutual trust and respect, recognizing and utilizing individual expertise and knowledge in innovative ways, the parties will enjoy a successful relationship and sense of belonging to an integrated business system capable of achieving our common goals which ensures security for the employees and success for the mission and the public interest.
3. The mission of the labor-management partnership is to further the national security and defense policies of the United States, through the empowerment and the integration of people and technology in the workplace system, to improve the quality of government service, and raise the morale and productivity of the employees. The EMPLOYER shall provide opportunities for employees to maximize their contribution and value to the mission by providing technologies, training and skill development, to encourage everyone's efforts toward the common goals of quality, cost effectiveness, timing, and value to the customer.
4. Experience in both private and public employment indicates that the statutory protection of the right of employee to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them:
 - a. safeguards the public interest,
 - b. contributes to the effective conduct of public business, and
 - c. facilitates and encourages the amicable settlement of disputes between employees and their employers involving conditions of employment.
5. The public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government. THEREFORE, this AGREEMENT is negotiated by and between the American Federation of Government Employees, Local 1689, Inc., AFL-CIO, hereinafter referred to as the "UNION" and Andersen Air Force Base, Guam, hereinafter referred to as the "EMPLOYER".

ARTICLE 1
EXCLUSIVE RECOGNITION AND UNIT DESIGNATION

Section 1. A Certification of Representative was issued on November 5, 1970, by the U.S. Department of Labor, Labor-Management Services Administration, San Francisco Region, certifying AFGE, Local 1689, Inc. AFL-CIO as the exclusive representative of the employees in the following unit:

Included: All graded (Classification Act) and ungraded (Wage Board) Air Force employees of Andersen Air Force Base, Guam.

Excluded: All managerial, supervisory, professional employees, guards and persons engaged in personnel work in other than a purely clerical capacity, and Air Force Nonappropriated Fund employees.

Section 2. The UNION recognizes its responsibility for representing the interests of all employees in the Unit subject to any express limitations set forth elsewhere in the AGREEMENT. Such responsibility shall be exercised without discrimination and without regard to UNION membership.

ARTICLE 2
DUTY TO BARGAIN IN GOOD FAITH

Section 1. Chapter 71, Subchapter II, Section 7114 of 5 U.S.C., recognizes that the EMPLOYER and UNION shall meet and negotiate in good faith for the purpose of arriving at a collective bargaining agreement. The duty of the EMPLOYER and UNION to negotiate in good faith shall include the obligation to:

a. approach the negotiations with sincere resolve to reach a collective bargaining agreement;
and

b. meet at reasonable times and convenient places as frequently as may be necessary, and to avoid unnecessary delays.

Section 2. Chapter 71, Subchapter II, Section 7117 of 5 U.S.C., provides that the duty to bargain in good faith shall, to the extent not inconsistent with any Federal law or any government-wide rule or regulation, extend to matters which are the subject of any agency rule or regulation except when the authority has determined that a compelling need exists for the rule or regulation.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1. Management officials of the agency retain the right, in accordance with 5 U.S.C. 7106, to

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

b. in accordance with applicable laws, to

(1) 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 section shall preclude the EMPLOYER and the UNION from negotiating:

a. on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work;

b. procedures which management officials will observe in exercising any authority under the section; or

c. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management official.

ARTICLE 4 UNION RIGHTS

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

Section 2. The UNION shall have the opportunity to be represented at:

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

b. any examination of any employee by a representative of the Agency in connection with an investigation if (1) the employee reasonably believes that the examination may result in disciplinary action against the employee, and (2) the employee requests representation.

Section 3. The UNION shall be given advance notice and the opportunity to negotiate on any proposed changes in conditions of employment affecting Unit employees. Such notification shall be in the form of a draft of the proposed change and a statement of the reason for the change. It shall be submitted to the Union President and the Andersen Vice President for study and comments, if any. Within 10 working days after receipt of the notification, the UNION may submit comments or ask for a meeting to discuss the matter. If the UNION does not plan to comment, they will notify the EMPLOYER as soon as possible. If the UNION fails to act within that time limit, the EMPLOYER may proceed to implement the proposed change and there is no obligation to negotiate. In the event the UNION submits comments and/or a meeting is held without resolution of the issues, the party desiring to negotiate the matter must notify the other not later than five (5) working days after the meeting or receipt of the other's final position. In the event the EMPLOYER implements any change prior to agreement on the matter, and the UNION files an unfair labor practice charge under 5 U.S.C. 7116, the EMPLOYER agrees to comply with the FLRA order subject to further statutory review. The UNION may request an extension of the time limits set forth in this section, if necessary for study and review.

Section 4. The EMPLOYER will provide the UNION with data and information as outlined in 5 U.S.C. 7114(b)(4)(A), (B) and (C). Air Force directives are available on the World Wide Web; as the EMPLOYER becomes aware of new or revised directives which impact Bargaining Unit members, the UNION will be informed.

**ARTICLE 5
UNION REPRESENTATION**

Section 1. The EMPLOYER agrees to recognize the officers and duly designated representatives of the UNION. The UNION shall supply the EMPLOYER, in writing, and maintain with the EMPLOYER on a current basis, a complete list of all authorized stewards, together with the designated group of employees each is authorized to represent, and the names and titles of its officers and representatives. As a minimum, a current list should be provided at the beginning of each calendar year.

Section 2. One shop steward will be designated for each of the following work areas except work areas 2 and 3. One additional shop steward will be designated for work areas 2 and 3, and work area 4 will have one shop steward for each shift.

WORK AREA	ORGANIZATION REPRESENTED
#1	All 36th Civil Engineer Squadron General Schedule (GS) employees
#2	36th Civil Engineer Squadron Infrastructure Support- Electrical and Utilities; Heavy Repair; Entomology; and Horizontal Support
#3	36th Civil Engineer Squadron Facility Management and Vertical Support<
#4	36th Civil Engineer Squadron, Fire Protection Flight
#5	634th Air Mobility Squadron; Det 5
#6	36th Transportation Squadron
#7	36th Supply Squadron; all other 36th Air Base Wing (ABW) units not listed
#8	36th Services Squadron

Section 3. It is understood that stewards normally will be employed in the area they are designated to represent, and will represent only those employees assigned to the area as set forth in Section 2. However, an employee in the Unit may designate, in writing, as his/her representative in presenting a grievance, a steward from another work area in lieu of his/her regular shop steward. This designation is subject to the approval of the Local President or the Andersen AFB Vice President, except when the Andersen Vice President is designated, in which case, the designation is subject to approval of the Local President.

Section 4. Include union officials and stewards in training of supervisors in alternate dispute resolution techniques, and interest-based bargaining approaches as mission needs allow. The

EMPLOYER agrees to grant UNION representatives and stewards a reasonable amount of official duty time for the purpose of performing their duties as provided in this agreement. The amount of official duty time allowed is necessarily dependent upon the facts and circumstances surrounding each individual case. UNION representatives and stewards must obtain permission from the EMPLOYER for the use of official time by using the request form at Appendix 1 of this agreement. Supervisory permission is normally granted unless there are compelling reasons not to grant the request at the time and date requested. In such case, the EMPLOYER will advise the UNION representative or steward of the date and time that permission is granted for use of official time. The UNION representative or steward must return the release forms upon completing the function for which official time is approved.

Section 5. The UNION agrees that official time granted to UNION representatives and stewards shall not be used for discussion of any matter connected with the internal operations of the UNION such as the collection of dues, assessments or other funds; the solicitation of members; campaigning for elective office in the UNION; the distribution of UNION literature or authorization cards; or the solicitation of grievances or complaints.

Section 6. The UNION representative or steward shall obtain permission from the immediate supervisor of any employee (or official) they wish to contact.

Section 7. Employees have the right to see their designated steward to discuss job-related dissatisfactions covered by this agreement. When an employee wants to see the steward during working hours, he/she shall request permission from his/her immediate supervisor. The EMPLOYER will notify the steward's supervisor who in turn will advise the steward of the employee's request. The steward will arrange for his/her release from work as provided in Section 4, 5 and 6 above.

Section 8. The duties of Shop Stewards are:

- a. to confer with supervisors or management officials in connection with personnel policies, practices and working conditions;
- b. to act as the personal representative of employees in the presentation of employee complaints; and
- c. to confer with employees regarding job related dissatisfactions, provided the employee has previously discussed it with his/her immediate supervisor.

Section 9. UNION officials and stewards may be excused without charge to leave to attend a training session sponsored by the UNION, provided that the employee is in his/her capacity as a UNION official or steward, and the EMPLOYER'S interest will be served by the employee's attendance and the training is conducted on Guam. Administrative excusal for this purpose will cover only such portions of a training session as meet the foregoing criteria and will not exceed 16 hours for a UNION official and steward within a 12 month period (not to exceed a total of 224 hours in aggregate for the UNION Vice President and shop stewards). The UNION will submit sufficiently detailed information concerning the content and schedule of the training session to permit the EMPLOYER to determine if the administrative excusal is justified. The UNION submission will also include the name and organization of the individual(s) concerned. The EMPLOYER will notify the UNION officials' supervisors to ensure they are excused from duty.

Section 10. An employee is considered equal with officials of the EMPLOYER when the employee is acting in her or his official capacity as Union President, Union Vice President, Union Steward or designated union official.

Title 5 U.S.C. 7102 provides that each employee shall have the right to act in the capacity of a representative of any labor organization without fear of penalty or reprisal, and that each employee shall be protected in the exercise of such right.

ARTICLE 6

RIGHTS OF EMPLOYEES

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

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

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

Section 3. The EMPLOYER agrees to take action to assure that:

- a. employees are apprised, at least twice yearly, of their rights under this article through the Civilian Personnel Highlights;
- b. Chapter 71, Subchapter II of 5 U.S.C., provides that it shall be an unfair labor practice for the EMPLOYER to interfere with, restrain or coerce any employee in the unit in the exercise of any right under 5 U.S.C. Chapter 71, and;
- c. Chapter 71, Subchapter II, Section 7116 of 5 U.S.C., provides that it shall be an unfair labor practice for the EMPLOYER to encourage or discourage membership in any labor organization by discrimination in connection with hiring, tenure, promotion or other conditions of employment.

Section 4. An employee has the right and is encouraged to bring matters of personal concern directly to the attention of the immediate supervisor or other appropriate officials of the EMPLOYER. An employee also has the right to exercise grievance procedures established in the AGREEMENT or appellate rights established by law or regulation. An employee has the right to choose one's own representative in an appellate proceeding.

Section 5. Employees have the right to representation in cases where the employee has reason to believe the result of an interview, interrogation or other examination may lead to the initiation of disciplinary action against the employee, and the employee requests representation. Nothing shall preclude the EMPLOYER from informing the employee of this right in advance of the meeting.

Section 6. Nothing in this AGREEMENT shall require an employee to become or to remain a member of the UNION, or to pay money to the UNION except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

ARTICLE 7
EQUAL EMPLOYMENT OPPORTUNITY

Section 1. It is agreed that equal employment opportunity shall be afforded all employees on the basis of merit; therefore, there shall be no discrimination against any employee based on race, color, religion, sex, national origin, age, or non-disqualifying handicapping condition.

Section 2. Any employee alleging discrimination on a basis cited in Section 1 above may raise the complaint under a statutory procedure or the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his/her option only when the employee initiates an action under the discrimination complaints procedures, or files a timely grievance in writing under Step 3 of the negotiated grievance procedure, or when applicable, files a timely appeal to the Merit Systems Protection Board, whichever occurs first. Selection of the negotiated grievance procedure in no manner prejudices the right of the employee to request the Merit Systems Protection Board or Equal Employment Opportunity Commission to review, as appropriate. An employee may also file a civil action in a civil court, as appropriate. The statutory system for processing discrimination complaints requires the employee to contact the EEO Counselor within 45 days of the date of the incident that gave rise to the complaint.

Section 3. Processing of grievances of discrimination under the negotiated grievance procedure are covered in Article 32, Grievance Procedures.

Section 4. The parties agree that harassment on the basis of sex is a violation of 42 U.S.C. 2000e and Title VII. The EMPLOYER's policy on prevention of sexual harassment will be publicized periodically. The UNION supports the EMPLOYER's policy and encourages employees to bring violations to the attention of the proper authority or UNION representative for corrective action.

Section 5. The EMPLOYER will verbally notify the UNION, sufficiently in advance, prior to conducting a Unit Climate Assessment (UCA) in organizations where Bargaining Unit employees are assigned. A copy of the UCA has been provided to the UNION for comment. At any time there are changes or amendments to the UCA, the UNION will be so notified

ARTICLE 8 PERSONNEL RECORDS

Section 1. Employees will be furnished copies of notifications of personnel actions for their own personal records. An employee who alleges that he/she failed to receive or lost his/her copy of a notification of personnel action may request a copy from the Civilian Personnel Office.

Section 2. Official Personnel Folders (OPF) will be maintained in accordance with applicable regulations.

Section 3. The OPF of each employee shall be kept in the Civilian Personnel Office which serves as the temporary custodian of employee OPFs for the Office of Personnel Management (OPM).

Section 4. It is agreed that, to the extent that it is not contrary to law, regulation, or OPM policy, each employee and/or his/her designated representative who has been so authorized in writing by the employee shall, upon request, have access to review any document appearing in his/her Official Personnel Folder, maintained by the Civilian Personnel Office in accordance with applicable Office of Personnel Management and Air Force directives. It is understood that such review shall take place in the presence of the personnel office representative having custody of the file.

Section 5. Official Personnel Folders are those prescribed for agency use and safe-keeping by the Office of Personnel Management. Access to such records is limited to persons authorized in agency and Office of Personnel Management regulations.

Section 6. Supervisors' records will be maintained in accordance with AF Pamphlet 36-106. The EMPLOYER will ensure employees have access to this pamphlet. Employees will be informed of any entries and will initial each entry, to indicate knowledge of the entry, not necessarily agreement or disagreement with the entry.

ARTICLE 9
ORIENTATION OF NEW EMPLOYEES

Section 1. During the general orientation for all new employees, the EMPLOYER will furnish new or rehired employees hired into positions included in the Bargaining Unit, a list of designated UNION stewards. Following the orientation, a list of new employees will be furnished to the UNION.

Section 2. The EMPLOYER agrees to furnish new employees in the Unit a copy of the AGREEMENT when they in-process.

Section 3. The UNION will be afforded the opportunity to make a 20-minute presentation during new employee's group orientation. The UNION agrees that it will not use this allotted time for discussion of any matter connected with internal operations of the UNION such as the collection of dues, the solicitation of members, campaigning for elective office in the UNION, the distribution of UNION literature or authorization cards, or the solicitation of grievance or complaints. The UNION official making the presentation will be on official time, if in a duty status.

ARTICLE 10

HOURS OF WORK AND BASIC WORKWEEK

Section 1. It is agreed and understood by both Parties that the administrative workweek is the calendar week 0001 Sunday through 2400 hours on the following Saturday. The normal tour of duty (basic workweek) consists of five (5) eight-hour days, Monday through Friday, inclusive, except in those functional areas that require uncommon tours of duty.

Section 2. Any 40 hour basic workweek scheduled to include Saturday and/or Sunday, or fewer than five, or six days of administrative workweek is considered an uncommon tour of duty.

Section 3. Normal tours of duty will be so arranged as to allow for two (2) consecutive days off, unless rendered impractical by shift rotation or workload factors.

Section 4. Employees' work schedules will normally be assigned and posted one week prior to the start of the employees' basic workweek. Any change in the days/hours or shift will be made in accordance with 5 C.F.R. 610.121(a) and (b). In accordance with 5 C.F.R. 610.121(a), when the EMPLOYER determines that the EMPLOYER would be seriously handicapped in carrying out its functions or that costs would be substantially increased, notification of less than one week is permitted.

Section 5. Any authorized and approved work performed in excess of eight (8) hours during a workday or forty (40) hours in a workweek will be reviewed for overtime compensation in accordance with applicable laws and directives.

Section 6. If an employee is directed to work through his/her regular lunch period, the appropriate supervisor may reschedule the employee's lunch period. Otherwise, all time worked by such an employee in excess of eight (8) hours during that workday is overtime work.

Section 7. Employees who are required to perform incidental duties such as obtaining tools, undergoing inspection, or to accept shift turnover or specific instructions that are in connection with their work will have their tour of duty arranged for the incidental duties to be part of the regular eight (8) hour workday. When incidental duties cannot be made part of the regularly scheduled workday, the extra time may be paid under the overtime provisions.

Section 8. Employees will be allowed adequate time, as determined by the EMPLOYER, to enable them to remove toxic or hazardous substances from their bodies and/or secure government property, equipment, or tools in their possession prior to lunch breaks and at the end of each shift.

Section 9. Operating officials will grant short rest periods for employees not to exceed fifteen (15) minutes duration for each four hours of continuous work when justified by one or more of the following criteria:

- a. Protection of employee's health by relief from hazardous work or work which required continual or considerable physical exertion.
- b. Reduction of accident rate by removal of the fatigue potential.
- c. Work in confined spaces or in areas where normal personal activities are restricted.
- d. Possible increase in or maintenance of high quality or quantity production attributable to rest period.

Section 10. The EMPLOYER agrees to make every reasonable effort to afford employees the opportunity to take their lunch period where lunches are stored or otherwise normally purchased.

Section 11. Flextime and Compressed Work Schedules. The employer agrees to establish the policy and procedures in its base regulations.

ARTICLE 11 OVERTIME

Section 1. Overtime compensation for all employees shall be computed in accordance with applicable regulations. The assignment of overtime work is a function of management, and management officials are required to keep overtime work to a minimum consistent with the accomplishment of the EMPLOYER's mission.

Section 2. Overtime work assignment will be made at the discretion of the EMPLOYER in order to meet mission requirements. As a general rule, first consideration for overtime will be given to those employees who are currently assigned to the job, and second consideration will be given to those other employees whom the EMPLOYER determines to be the best qualified to do the job. The EMPLOYER agrees that overtime work will not be assigned as a reward or a penalty.

Section 3. Except in an emergency or unforeseen situations involving continuation of essential functions, employees assigned to overtime work shall be given two (2) hours advance notice. An employee who requests to be released from an overtime work assignment shall be so released provided his/her reasons are valid and another qualified employee is available to perform the work.

Section 4. Employees shall receive at least two (2) hours pay at the applicable overtime rate if they are called in to work at a time outside of and unconnected with regular hours of work on an unscheduled overtime basis.

Section 5. The EMPLOYER agrees to make AF Form 428, Request for Overtime, records of Unit employees available to the employee or his/her representative when requested to resolve an employee's complaint. Information given in such form will be in accordance with the Privacy Act.

ARTICLE 12 HOLIDAYS

Section 1. Employees shall be entitled to holiday benefits, consistent with applicable regulations, in connection with all Federal holidays now prescribed by law and any that may later be added by law. The current legal holidays are:

1. New Year's Day - January
2. Dr. Martin Luther King Jr. Day, third Monday in January
3. President's Day, third Monday in February
4. Memorial Day, last Monday in May
5. Independence Day, July 4
6. Labor Day, first Monday in September
7. Columbus Day, second Monday in October
8. Veteran's Day, November 11
9. Thanksgiving Day, fourth Thursday in November
10. Christmas, December 25

Holidays designated by Executive Order shall be observed in accordance with applicable regulations. Notification of designated holidays will be given to new employees during the new employee orientation.

Section 2. The EMPLOYER will make time and attendance records of holiday work of employees in the Unit available to the UNION, upon its request, when necessary to settle complaints concerning assignment of holiday work. Information contained in such forms will be provided in accordance with the Privacy Act.

Section 3. As practicable, a liberal leave policy will be followed in granting annual leave to employees wishing to observe religious or other locally established holidays.

ARTICLE 13 SICK LEAVE

Section 1. Employees shall earn and use sick leave in accordance with applicable laws, AFR 40-630 and local supplements. The UNION joins the EMPLOYER in recognizing the insurance value of sick leave. The EMPLOYER through the Civilian Personnel Highlights will encourage employees to conserve such leave so that it will be available to them in case of extended illness in the future. The UNION will do likewise through its newsletter.

Section 2. Sick leave, if available, may be granted to employees as follows:

- a. when incapacitated for performance of duties by sickness, injury, or pregnancy and confinement, or illness resulting from immunizations or vaccinations;
- b. for medical, dental, or optical examinations or treatment, including periodic physical examinations for retention of status in a Reserve Component of the Armed Forces, or National, or StateGuard;
- c. when a member of the employee's immediate family is afflicted with a contagious disease and requires the care and attendance of the employee; or when through exposure to a contagious disease, the presence at work of the employee would endanger the health of others.

Section 3.

- a. Sick leave for prearranged medical, dental, or optical examinations or treatment shall be requested as much in advance of the absence as possible.
- b. Sick leave for absence because of illness, injury, exposure to contagious disease, or illness of a family member with a contagious disease or other circumstances of employee incapacity which are not known in advance must be requested as soon as possible after the start of the employee's regular shift on the first working day of the absence, normally within the first two hours after the start of the shift.

Section 4. When in individual cases there is reason to believe that the sick leave privilege has been abused, a medical certificate may be required to justify the granting of sick leave thereafter. In such cases, the EMPLOYER will notify the employee in writing that all requests for sick leave must be supported by a medical certificate. This written notification will also explain why the employee is suspected of abusing sick leave. At the supervisor's discretion, the employee may be counseled and advised in writing that because of his/her questionable sick leave record, a medical certificate will be required for each future absence on sick leave unless improvement is noted after the counseling. If the supervisor determines that counseling is appropriate, such counseling should be accomplished prior to placing the employee on sick leave restriction.

Section 5. Official written notice of abuse of sick leave shall not be issued on the basis of absences charged to sick leave which have been adequately supported with a medical certificate.

Section 6. A medical certificate is defined as follows: A Medical Certificate is a written statement signed by a registered practicing physician or other practitioner certifying to the specific incapacitation, examination, or treatment, and to the period of disability while the patient was receiving professional treatment.

a. Absences of more than three (3) consecutive workdays: Sick leave of more than 3 consecutive workdays or 2 consecutive 24-hour duty periods (for firefighters) must be supported by a medical certificate unless the employee was not attended by a physician. If the employee was not attended by a physician, the employee's certification on Standard Form 71 showing satisfactory evidence of incapacity may be accepted in lieu of a medical certificate. The certificate must cover all absences beyond the third workday and show that the employee was incapacitated for duty for the entire period covered by the certificate.

b. Absences of three (3) consecutive workdays or less: A medical certificate is not required unless the employee is suspected of sick leave abuse.

c. Absences due to contagious disease: Sick leave due to exposure to contagious disease or the illness of a member of the immediate family with a contagious disease must be supported by a medical certificate regardless of the length of the absence.

Section 7. Employees who, because of illness, are released from duty shall not be required to furnish a medical certificate to substantiate sick leave for the day released from duty. Subsequent days of absence shall be subject to the provisions of this Article.

Section 8. In cases of serious disability or illness, unearned sick leave may be advanced to an employee upon his/her request in an amount not to exceed thirty (30) days provided the employee's accrued annual and sick leave is exhausted. The employee's request must be submitted to his/her supervisor in writing and must be accompanied by a doctor's statement that the employee is incapacitated for work and approximate date the employee may return to work.

Section 9. In cases where sick leave is requested in advance, a Standard Form 71 will be completed and signed by the employee. When an employee submits an SF 71, Application for Leave, to his/her immediate supervisor, the supervisor will take action to approve or disapprove as soon as possible, normally not later than one (1) working day before the date of requested leave. If the supervisor approves, he/she will check the "approved" block, sign, and date the form.

Section 10. The Parties agree that employee misuse or abuse of the sick leave program is detrimental to the employee's financial resources in future illnesses of long duration. To this extent, the UNION encourages employees to use sick leave as set forth in this Article.

ARTICLE 14

ANNUAL LEAVE

Section 1. The EMPLOYER agrees that a tentative leave schedule for extended annual and all home leave for all employees assigned to a shop or section will be established by 15 February of each year. While extended annual leave is normally that which is in excess of five workdays, circumstances will vary from shop to shop and in different sections and therefore, supervisors may require scheduling of leave of less than five days duration. This insures that all employees are given the opportunity for a reasonable vacation period and are allowed to use all leave which cannot be carried into the next leave year. Insofar as possible, leave will be scheduled for the time required by the employee, subject to known work requirements. The EMPLOYER will make a reasonable effort to ensure that leave scheduled by employees transferring into the unit is accommodated in the leave schedule. The minimum charge for annual leave is 15 minutes with additional charges in multiples thereof.

When two or more employees request leave at the same time, and if it is impractical to schedule both employees as requested, conflicts will be worked out in the following order: (1) affected employees work it out voluntarily between/among themselves; (2) EMPLOYER will decide based on Use/Lose Leave priority; and (3) which employee had the desired day/period off last year. The EMPLOYER retains the final decision authority for resolution of such conflicts, based on workload requirements. Once established, an employee may request and be granted a change in scheduled leave if the work situation permits and provided the change does not infringe upon another employee's schedule. Leave tentatively scheduled under this section must be officially requested by the employee and approved by the EMPLOYER prior to its use. When unforeseen circumstances arise, the EMPLOYER may cancel or reschedule an employee's leave.

The employee will be given as much advance notice as possible, and the reasons for the change will be explained. Nevertheless, insofar as work conditions permit, annual leave is not denied unless there is a justifiable and valid reason such as an emergency workload, the absence of other employees, or alert condition.

Section 2. The EMPLOYER agrees that emergency annual leave will be granted when requested and justified, and that other unscheduled annual leave may be granted subject to work requirements. Employees will request unscheduled leave in a timely manner, and the EMPLOYER will respond in a timely manner.

Section 3. If, for any reason, the EMPLOYER schedules or effects a shut-down of activities, every effort will be made to provide work for employee not having annual leave to their credit. If work cannot be provided for such employees, advance annual leave may be granted, upon request, to the extent permitted by regulation.

Section 4. The EMPLOYER agrees that, except in cases of emergency, annual and home leave shall be granted on an equitable basis and in accordance with Section 1 of this Article and applicable regulations.

Section 5. Employees may request, in writing, the reasons from their immediate supervisors why their request to use excess annual leave was denied.

Section 6. Forfeited Leave. Forfeited leave due to no fault of the employee will be restored in accordance with appropriate regulations. When leave must be canceled due to exigencies of the service, the employee will be given a copy of the letter explaining the cancellation, in accordance with provisions of AFR 40-630.

ARTICLE 15

FAMILY LEAVE

Requests for leave under this Article must specify if the leave requested is FMLA or FEFFLA and will be in writing and in advance when possible. Use of the SF-71 is an acceptable method of written request.

Section 1. Family and Medical Leave Act of 1993 (FMLA)

a. Pursuant to the Family and Medical Leave Act and its implementing regulations, an eligible employee who has completed at least twelve (12) months of service as an employee shall be entitled to a total of twelve (12) administrative workweeks of Leave Without Pay (LWOP) during any twelve (12)-month period for one or more of the following reasons:

1. The birth of a son or daughter of the employee and the care of such son or daughter.
2. The placement of a son or daughter with the employee for adoption or foster care.
3. The care of a spouse, son, daughter, or parent of the employee who has a serious health condition.
4. A serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.

b. If leave taken under this Act is foreseeable and based on an expected birth, placement for adoption or foster care or planned medical treatment, the employee shall provide notice to the EMPLOYER of his/her intention to take leave not less than thirty (30) calendar days before the date the leave is to begin. If the date of the circumstances requires leave to begin within thirty (30) calendar days, the employee shall provide such notice as is practicable.

c. An employee can substitute accrued annual or sick leave, consistent with current laws and regulations, for any part or all of the twelve (12) week unpaid leave entitlement.

d. If the need for leave taken under this Act is foreseeable based on planned medical treatment, the employee shall consult with the EMPLOYER and make a reasonable effort to schedule medical treatment so as not to unduly disrupt the EMPLOYER'S operations, subject to the approval of the health care provider.

e. An employee may be required to provide acceptable medical documentation as provided by the law.

f. An employee who takes FMLA leave is entitled to continue health benefits coverage. An employee may pay the employee share of the premiums on a current basis or pay upon their return to work.

g. An employee who takes FMLA leave is entitled to be returned to the same or equivalent position, with equivalent benefits, pay status, and other terms and conditions of employment.

Section 2. Federal Employees Family Friendly Leave Act of 1994 (FEFFLA)

a. Pursuant to the Federal Employees Family Friendly Leave Act and its implementing regulations, employees may use sick leave in order to:

1. Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth.

2. Provide care for a family member as a result of medical, dental, or optical examination or treatment.

3. Make arrangements necessitated by the death of a family member or attend the funeral of a family member.

b. A covered full-time employee may use 40 hours of sick leave each leave year for these purposes. An employee is entitled to use an additional 64 hours per leave year provided the employee maintains a balance of at least 80 hours of sick leave.

c. A covered full-time employee working 24 hour shifts (i.e., firefighters) may use 72 hours of sick leave each year for these purposes. Such employee is entitled to use an additional 120 hours per leave year provided the employee maintains a balance of at least 144 hours of sick leave.

d. Part-time employees may also use sick leave for these purposes. The amount of sick leave permitted under the Act is pro-rated in proportion to the average number of hours of work in the employee's scheduled tour of duty each week.

e. A family member is defined as:

- Spouses, and parents thereof
- Children, including adopted children and spouses thereof
- Parents
- Brothers and sisters, and spouses thereof
- Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship

ARTICLE 16
EXTENDED LEAVE OF ABSENCE

Section 1. Employees may be granted leave of absence without pay in accordance with applicable laws and regulations. Such leave without pay shall not exceed a period of one (1) year for each application.

Section 2. The EMPLOYER agrees, when given adequate advance notice in writing, to grant annual leave and/or leave without pay when an employee in the Unit has been elected to a UNION office or is a delegate to any UNION activity requiring leave of absence consistent with regulations and workload requirements.

Section 3. An employee absent on extended leave will normally be carried on the rolls during his/her absence as permitted by applicable regulation. Both Parties recognize that an employee on leave of absence during a reduction-in-force situation shall be affected as provided in applicable regulations.

Section 4. Employees who are absent on extended leave without pay for a period of up to one (1) year shall accrue all rights and privileges in respect to coverage under the Federal Employees' Group Life Insurance and Federal Employees' Health Benefit Program in accordance with applicable regulations. Employees who are absent on extended leave without pay will be responsible for their share of the premium for continuing enrollment in health benefits coverage during both pay and non-pay status. The employee may cancel enrollment to avoid paying the premium, but enrollment will not be automatically reinstated when the employee returns to pay status. The employee must wait for open season in order to reinstate the previously canceled coverage.

ARTICLE 17

POSITION CLASSIFICATION

Section 1. The position classification program is administered in accordance with Office of Personnel Management and Air Force guidelines and procedures.

Section 2. Position descriptions contain the principal duties, responsibilities and supervisory relationships for purposes of classification, training and qualification determination. Core documents contain the principal duties, responsibilities, performance standards, knowledge, skills and abilities required for purposes of classification, training, performance evaluation and qualification determinations. Position description/core document terminology of "other duties as assigned" refers to assignments which are reasonably related to the employee's position and qualifications. However, the EMPLOYER retains the right to assign work to employees in the Unit.

Section 3. Employees will be provided a copy of their current position description/core document. The position description basically contains the principal duties and responsibilities. Core documents also contain performance elements and standards.

Section 4. The EMPLOYER agrees to advise the Local President or Vice President for Andersen AFB and the employees who will be demoted by a new or revised classification standard at least 30 days prior to the effective date. A copy of the new or revised standard and related documents will be made available to the UNION and affected employee(s) upon request.

Section 5. Any employee in the Unit who believes that his/her job is improperly graded or classified may discuss the matter with his/her supervisor. Should the supervisor and employee not be able to resolve the matter, the supervisor and/or employee shall, upon request, arrange for a review by the appropriate specialist from the Civilian Personnel Office. The position classification review/audit will be completed within a reasonable time from the date the request is received in the Civilian Personnel Flight. The employee will be advised of the results of the review. If the employee is dissatisfied, he/she will ask for the procedure for appealing the grading or classification of the job.

Section 6. The EMPLOYER agrees to provide, upon request by the employee or UNION, access to job grading and classification standards. The EMPLOYER agrees to provide, upon request by an employee a copy of his/her position description/core document and the UNION copies of any position descriptions/core documents necessary for representation.

ARTICLE 18
TRADE JURISDICTION

When the UNION feels Federal Wage System (FWS) employees in the Unit have been improperly assigned, the UNION may report the matter to appropriate officials of the EMPLOYER. The EMPLOYER agrees to consider the views of the UNION.

ARTICLE 19
TRAVEL

Section 1. Employees shall receive travel orders, whenever practicable, sufficiently in advance to ensure that necessary arrangements for obtaining transportation requests and travel allowances can be made during working hours.

Section 2. Employees entitled to travel allowances may request advancement of such allowances to the extent authorized under applicable regulations.

Section 3. To the maximum extent practicable, TDY travel will be scheduled within an employee's regularly scheduled tour of duty.

Section 4. An employee selected for assignment involving off-island TDY travel may request that he/she be excused. The EMPLOYER agrees to consider such requests and will advise the employee of the decision.

Section 5. Records of employees who have performed off-island TDY travel will be maintained by the EMPLOYER.

ARTICLE 20

HIRING, PROMOTION, AND DETAIL

Section 1. The UNION and EMPLOYER support the following merit system principles which are found in Chapter 23, Section 2301 of 5 U.S.C.

a. Recruitment shall be from qualified individuals from appropriate sources in an endeavor to achieve a workforce from all segments of society, and selection and advancement should be determined solely on the basis of relative ability, knowledge, and skills after fair and open competition which assures that all receive equal opportunity.

b. All employees and applicants for employment shall receive fair and equitable treatment in all aspects of personnel management without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, or handicapping condition, and with proper regard for their privacy and constitutional rights.

Section 2. When vacancy announcements are used for positions covered by the Andersen AFB Merit Promotion Plan, the minimum area of consideration will be all activities serviced by the Andersen CPF.

Section 3. Merit staffing opportunity announcements, when used for unit positions, shall remain open to receipt of applications for a minimum of ten (10) workdays. Copies of the announcement will be distributed to all applicable organizational segments of the base and posted on official bulletin boards.

Section 4.

a. The Civilian Personnel Office staff determines the basic eligibility of Unit employees.

b. An employee who believes that his/her experience was not properly credited under the governing qualification standards, that he/she was incorrectly ranked, that the terms of the promotion plan were not followed, or that he/she was deprived of promotion consideration must discuss his/her complaint first with the Civilian Personnel Office in an effort to obtain informal resolution.

Section 5. The following are listed as promotions not subject to competition:

- a. The promotion of an employee whose position is classified at a higher grade level
- b. Career promotions
- c. Some temporary promotions of not more than 120 days

- d. Some details of not more than 120 days to higher graded positions
- e. Repromotion of previously downgraded employees
- f. Placement of employees entitled to grade retention
- g. A promotion of an employee who has previously held a position on a permanent basis under career or career conditional appointment at or above the grade level of the position to be filled

Section 6. Whenever it is known in advance that an employee will be directed to perform the duties of a higher level position within the Bargaining Unit for a period of at least sixty (60) calendar days, the EMPLOYER agrees to temporarily promote the employee. Temporary promotions to higher level positions for more than 120 calendar days must be made in accordance with the EMPLOYER's Merit Promotion Program competitive procedures. In order to be temporarily promoted, an employee must be qualified for the position and determination of qualifications must be completed prior to the effective date of the promotion.

Section 7. Employees may be detailed to other positions. However, if an assignment is made by detail for the purpose of training for advancement and is required for promotion or evaluating a possible successor to a position which is or is about to become vacant, the EMPLOYER agrees that such detail shall be made in accordance with the EMPLOYER's regulations. Details of thirty

(30) calendar days or more will be documented on Standard Form 50, a copy of which shall be filed in the employee's Official Personnel Folder. Details of less than thirty (30) calendar days are recorded on Supervisor's Record of Employee (computer-generated 971).

Section 8. All provisions of this Article apply only to Bargaining Unit positions.

Section 9. Grievances arising out of the application of the Merit Promotion Program shall be processed under the negotiated grievance procedure. It is understood that nonselection for promotion from a group of properly ranked and certified candidates is not grievable.

Nonselectees will be notified. The UNION recognizes that selecting officials are not required to justify their selection decisions to nonselected candidates.

Section 10. Before taking any action to fill a vacant position either competitively or noncompetitively (except the placement of an employee with statutory or regulatory rights), employees who are entitled to priority consideration for placement are considered in accordance with the appropriate directive.

ARTICLE 21

ENVIRONMENTAL DIFFERENTIAL PAY/HAZARDOUS PAY AND HAZARDOUS WEATHER

Section 1. The EMPLOYER has as one of its continuing objectives, the elimination or reduction to the lowest possible level of all hazards, physical hardships, and working conditions of an unusually severe nature. Even when an environmental differential is authorized, continuous positive action must be taken to eliminate danger and risk which contribute to or cause the hazard, physical hardship or working condition of an unusually severe nature. Pay authorization for environmental differential is not an approval of work practices which circumvent safety rules and regulations.

Section 2. The UNION will be notified of new work situations which qualify for environmental differential pay that affect Unit employees.

Section 3. A copy of each environmental differential description will be on file in the Civilian Personnel Flight (CPF) and will be made available upon request for study by employees and UNION representatives. The appropriate directive lists work situations for which environmental differential may be authorized as follows:

- a. For exposure to an unusually severe hazard which could result in significant injury, illness, or death
- b. For exposure to an unusually severe physical hardship
- c. For exposure to an unusually severe working condition under circumstances involving exposure to fumes, dust or noise which cause significant distress or discomfort in the form of nausea, or skin, eye or nose irritation, or conditions which cause abnormal soil of body and clothing, etc.

Environmental differential pay may not be paid when the hazard is practically eliminated by mechanical equipment or protective devices being used. Hazard pay differential will not be paid to an employee when the hazardous duty has been taken into account in the classification of his/her position.

Section 4. Immediate supervisors or their designees will notify employees promptly when environmental pay is authorized in accordance with the categories of environmental differentials defined in the appropriate directive. If pay is warranted, the employee should call the matter to the attention of the immediate supervisor or his/her designee who will advise the employee within a reasonable period of the time if additional pay will be allowed. Upon an employee's request, the EMPLOYER will make available a copy of the appropriate directive for

review. Unresolved complaints regarding environmental pay will be handled through the negotiated grievance procedure.

Section 5. An employee subjected at the same time to more than one hazard, physical hardship, or working condition of an unusual nature shall be paid for that exposure which results in the highest differential but shall not be paid more than one differential for the same hours of work.

Section 6. When an environmental differential is paid on the basis of all hours in a pay status, employees will also be paid the differential during a period of overtime that occurs on the same day. When employees are paid environmental differential on an actual exposure basis, they will be paid that differential at the overtime rate only if the exposure for which that differential is authorized occurred during the overtime period.

Section 7. When a new work situation develops which is not covered by the authorized categories of differentials in the appropriate directive but is considered by either the EMPLOYER or the UNION to warrant an environmental differential, a differential may not be paid; however, action may be promptly initiated by either Party via appropriate channels to the Office of Personnel Management (OPM) for consideration. Once it is determined that the differential is covered under authorized categories of the environmental differential schedule, the employee will be paid in accordance with applicable regulations.

Section 8. Hazardous duty pay for General Schedule (GS) employees will be paid in accordance with the appropriate directive.

Section 9. The EMPLOYER shall insure that employees are kept informed of hazardous weather conditions. To the maximum extent possible, the EMPLOYER shall maintain and keep a current list of employees in the Unit needed to continue duty status during hazardous weather conditions. Cyclone-Essential employees will be advised as soon as practicable of the requirement to remain in a duty status during the condition. A list of Cyclone-Essential employees will be provided to the UNION annually, at the beginning of the calendar year.

Section 10. The release and recall procedures for both essential and nonessential employees shall be in accordance with base regulations.

Section 11. All hours worked in excess of eight (8) hours a day or forty (40) hours per week shall be overtime or compensatory time earned in accordance with applicable laws and regulations.

Section 12. The EMPLOYER appreciates the efforts of its employees during periods of hazardous weather conditions.

ARTICLE 22

DISCIPLINARY ACTIONS

Section 1. Disciplinary actions include (a) oral admonishments, (b) reprimands, (c) suspensions, and (d) removals. Some disciplinary actions are adverse actions as well. Adverse actions are those described in Article 34, Adverse Actions, in this agreement. Discipline is the responsibility and the right of the EMPLOYER and the Parties agree that such action shall be based on just cause and in accordance with AFI 36-704, Discipline and Adverse Action.

Section 2.

a. Oral Admonishments. With respect to oral admonishments, the immediate supervisor shall inform the employee of the reasons for the admonishment and facts that led the EMPLOYER to the conclusion that such action was warranted. The oral admonishment is recorded on Supervisor's Record of Employee (computer-generated 971).

b. Reprimand. With respect to reprimands, the supervisor shall (a) gather facts, (b) interview the employee in private, (c) tell the employee the purpose of the interview including that it is proposed to reprimand the employee and that the interview serves as an oral notice of proposed reprimand, (d) give the employee an opportunity to answer and to express his/her views about the circumstances of the matter. If the employee asks for time for thought before answering, the request should be honored. If possible, the supervisor shall (e) consider the employee's reply and any explanation he or she may offer, and (f) give the employee the final decision, in writing, to reprimand.

Section 3. Prior to initiating disciplinary action against an employee, if a preliminary investigation or inquiry must be made by the immediate supervisor or other responsible management official, as is necessary to determine whether or not discipline is warranted, the supervisor shall so advise the employee. Such discussion, where applicable, shall be accomplished informally and in private with the employee(s) involved and the employee's representative if requested by the employee.

Section 4. When the EMPLOYER conducts an investigatory interview, the employee being interviewed is entitled, upon request, to the presence of a UNION representative if the employee reasonably believes that the interview may result in disciplinary action. If UNION representation is requested, no further questioning will take place until the representative is present. Unavailability of a specific representative (leave, TDY, etc.) will not unreasonably delay the interview. Another UNION representative could be used.

a. The right to representation in such investigatory interviews arises only when the employee specifically requests UNION representation.

b. The EMPLOYER reserves the right to cancel the investigatory interview once an employee has requested UNION representation. A decision by Management to cancel an interview on this basis need not be justified in any way, and the EMPLOYER may proceed with its investigation and/or disciplinary action on the basis of information from other sources.

Section 5. When disciplinary action appears to be in order, discipline or a proposed notice thereof, as applicable will be given promptly to the employee.

Section 6.

a. Notices of proposed action and notices of final decision will be given to employees. Such notices will advise the employees of their right to reply and in what form, and their right to submit facts. Notices of final decision will advise of the right to appeal or grieve as appropriate.

b. Extensions for reply to a notice of proposed action, where it is possible and reasonable, will be granted if requested by an employee or his/her designated representative before expiration of the initial time period.

Section 7. When a decision is made to issue a letter of proposed suspension of 14 days or less, the affected employee is entitled to:

- a. an advanced written notice stating the reason(s) for the proposal,
- b. at least 10 calendar days to answer orally and in writing,
- c. be represented by an attorney or other representative, and,
- d. a written final decision and the specific reason(s) for the decision at the earliest practicable date.

Section 8. The parties will investigate further the possibility of designing a mutually beneficial alternative to traditional ways of managing discipline. If such a program is agreed upon, it will be incorporated in the partnership principles agreement.

ARTICLE 23

HEALTH AND SAFETY

Section 1. The EMPLOYER agrees to conform to the requirements of the Air Force Occupational Safety and Health Program (AFOSH).

Section 2. The EMPLOYER and the UNION will cooperate in a continuing effort to eliminate accidents and health hazards.

Section 3. The EMPLOYER agrees that employees in the Unit will receive orientation on the Air Force Safety and Occupational Health Program. Supervisors shall determine which employees in the Unit have not attended the orientation. In addition, the EMPLOYER agrees that when employees are required to perform duties which involve potential hazards, they will be provided training to perform the job safely. An employee will receive adequate training as determined by management when assigned to jobs with which he/she is unfamiliar and which involve potentially serious hazards. Such training may include instructions in proper work methods to be used and proper use of personal protective equipment and any applicable regulations or standards.

Section 4.

a. The EMPLOYER agrees that when employees are required to perform duties which involve potential hazards, they will be provided training to perform the job safely. An employee will receive adequate training as determined by management when assigned to jobs or machines with which he or she is unfamiliar and which involve potentially serious hazards.

b. Both Parties recognize the importance of personal protective clothing, equipment, and necessary instruction when employees must perform work which requires protective measures. To the extent required by applicable regulations, the EMPLOYER agrees to furnish personal protective clothing and equipment, and necessary instruction to employees performing work which requires protective measures.

c. The EMPLOYER's Safety Office will make available to the Local President or the Andersen AFB UNION Vice President a copy of the quarterly report of Air Force Civilian Occupational Injury and Illnesses. This report is kept in the Civilian Personnel Office.

Section 5. The UNION may, upon request, review the available Material Safety Data Sheets (MSDS) on file in the EMPLOYER's Bioenvironmental Engineering Services Office on recognized hazardous chemicals used by the EMPLOYER.

Section 6. Identification and Correction of Unsafe and Unhealthy Working Conditions:

a. The EMPLOYER agrees to assure response to employee reports of unsafe and unhealthful working conditions and require an inspection within twenty-four (24) hours for alleged imminent danger conditions and three (3) working days for potentially serious conditions. Other conditions will be inspected as determined by the Safety Manager. Any employee or steward may request an inspection of the workplace when he/she believes an unsafe or unhealthful condition exists; however, the determination to inspect and the schedule for the inspection will be made by the Safety Manager. Both Parties agree that employees or stewards who report an unsafe or unhealthy working condition

have the right to remain anonymous. No employee will be subjected to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthy working condition.

b. The EMPLOYER agrees to post notices of hazardous conditions considered by the Safety Manager to pose imminent danger or potentially serious hazards to employees. The notice shall be posted at or near the location of the hazard and shall remain posted until the cited condition has been corrected. Such notices shall contain a warning and description of the unsafe or unhealthy working conditions and required precautions.

c. When unsafe or unhealthful working conditions cannot be corrected within a reasonable time frame, the employees normally exposed to those conditions shall be kept advised of all interim precautionary measures and of the projected correction plan.

Section 7. During the course of any workplace inspection, any employee or UNION official may bring unsafe or unhealthful working conditions to the attention of the inspector.

Section 8. If the Medical Officer determines that an employee should be sent home or to a medical facility for treatment of injury or illness, and is unable to drive, the EMPLOYER shall arrange for the necessary transportation. The cost of such transportation is included in the employee's claim for workers' compensation; otherwise it is at the employee's personal expense.

Section 9.

a. Whenever an employee is injured on the job, the injured employee or someone acting in his/her behalf will prepare a Form CA-1, Report of Injury. The EMPLOYER will furnish the employee a Form CA-1 and assist with the completion of the form when necessary and when requested by the employee. The EMPLOYER will advise the employee of the procedures for filing a claim for benefits under the Federal Employees' Compensation Act as well as the choice the employee must make relative to use of sick leave or leave without pay in order to receive the benefits under the Federal Employees' Compensation Act.

b. The EMPLOYER shall give due consideration to assigning light duty to employees who have been temporarily incapacitated due to injuries, provided the Medical Officer considered it is not medically inadvisable.

c. The UNION recognizes that an employee's failure or refusal to perform light duties as sanctioned by either the Air Force Medical Officer or the attending certified civilian physician will terminate entitlement to Continuation of Pay (COP).

Section 10. Specific Safety and Health.

a. Industrial hygiene studies will be made of environmental conditions to identify those which may impair employee health. Such studies shall be made by the Base Clinic or other appropriate offices as determined by the Employer. Such studies may also be initiated in response to employee complaints to his/her supervisor as deemed necessary by the Base Bioenvironmental Engineering Services Office.

b. The EMPLOYER agrees to provide physical examinations and/or medical testing to employees who may be or have been exposed to potentially dangerous or unhealthy working conditions, as determined necessary by the Base Medical Officer.

ARTICLE 24

CIVIC RESPONSIBILITIES

Section 1. Because of the importance of trial by jury as an American system of justice, it is the EMPLOYER's policy not to request that an employee be excused from jury duty on the basis of his/her Air Force employment except in cases of extreme necessity. If an employee is called for jury duty, he/she shall promptly notify his/her supervisor and shall submit his/her summons for jury service. Upon completion of his/her service, the employee shall present to his/her supervisor a signed jury service time card or other satisfactory evidence of the time served on such duties showing dates and hours.

Normally fees, excluding reimbursement for transportation received from the court for the performance of such duty, shall be delivered to the EMPLOYER.

Section 2. An employee requesting time off to vote is excused without charge to leave for the amount of time necessary to permit him/her to report to work three hours after the polls open or to leave work three hours before the polls close, whichever requires the least amount of time off. Normally, where the polls are open either three hours before or three hours after the employee's regular duty hours, no time off is granted.

Section 3. The EMPLOYER agrees that the principle of voluntary donations to annual federally approved fund raising campaigns shall be upheld. The UNION, in turn, agrees to support such campaigns.

Section 4. The EMPLOYER and the UNION encourage employees to volunteer as blood donors, without compensation, to blood banks, or in emergency, to individuals.

Section 5. The UNION will support the EMPLOYER's program on drug abuse, alcoholism and human relations.

Section 6. The UNION and EMPLOYER strongly oppose the possession, transfer, and use of illegal drugs including marijuana.

Section 7. The UNION and EMPLOYER strongly oppose the driving of motor vehicles by employees while under the influence of alcohol.

Section 8. The EMPLOYER agrees to publish in its Civilian Personnel Highlights an article on the Air Force Drug and Alcohol Abuse Prevention and Control Program. Employees must pay for the cost of treating alcohol and drug related health problems. Employees may voluntarily seek information and help from the Base Medical Treatment Facility.

Section 9. An employee who is mandatorily referred to the Base Medical Treatment Facility for counseling will not be charged annual leave, sick leave, or leave without pay for the initial counseling. Subsequent counseling sessions will normally be charged to sick leave. If the employee has not earned enough sick leave, the employee's absence may be charged to annual leave or leave without pay.

ARTICLE 25

AIR FORCE CIVILIAN DRUG TESTING PROGRAM

Section 1. The Air Force Civilian Drug Testing Program sets forth objectives, policies, procedures and implementation of guidelines to achieve a drug-free workplace consistent with Executive Order 12564, and Section 503 of the Supplemental Appropriations Act of 1987 (hereafter referred to as the "Act"), Public Law 100-71, 101 Stat. 391, 468-471, codified at 5 U.S.C. 7301.

Section 2. Kind of Drug Tests. The Parties agree that the testing referred to by the term "drug test" usually means "urinalysis testing" in accordance with Executive Order 12564 and the Department of Health and Human Services Guidelines.

Section 3. Types of Drugs for Which Individuals are Tested. Section 503 of the Act requires the Department of the Air Force Civilian Drug Testing Plan to specify the drugs for which individuals will be tested. The Department of the Air Force Civilian Drug Testing Plan specifies that all specimens will be tested for cannabis and cocaine. Amphetamines, opiates, and phencyclidine (PCP), and any other drugs approved by the Department of Health and Human Services for testing on an agency-wide basis will be tested if requested on the chain of custody document and approval of the program coordinator was obtained.

Section 4. Employees Subject to Testing. The Department of the Air Force Civilian Drug Testing Plan provides drug testing for the following personnel:

- a. Employees occupying Testing Designated Positions (TDP);
- b. Employees suspected of using illegal drugs (reasonable suspicion);
- c. Employees involved in on-the-job accidents or who engage in unsafe on-duty job related activities that pose a danger to others or the overall operation of the Air Force, will be subject to testing if the accident or mishap is classified as a class A, B, or nuclear mishap, as defined in AFI 91-204.
- d. Employees referred through administrative channels who are undergoing counseling or rehabilitation program (follow-up to counseling/rehabilitation);
- e. Employees, not in testing designated positions, who volunteer for unannounced random testing; and
- f. Employees selected for testing designated positions.

Section 5. Sensitive Position Categories. The designation of sensitive refers to one or more of the following categories used to identify testing designated positions according to the Department of the Air Force Civilian Drug Testing Plan:

- a. A position that has been designated critical sensitive or noncritical sensitive under the appropriate base regulation or according to Executive Order 10450 as amended.
- b. An employee who has been or may be granted access to classified information according to section 4 of Executive Order 12356.
- c. Law Enforcement Officers as defined in 5 U.S.C. 8331.
- d. Other positions that the Secretary of the Air Force determines involve law enforcement, national security, the protection of life and property, public health or safety, or other functions requiring a high degree of trust and confidence. The Secretary of the Air Force has the right to add or delete positions determined to be testing designated positions, pursuant to the criteria established in the Executive Order and the Air Force Civilian Drug Testing Plan.

Section 6. Frequency of Testing. The Employer will determine the frequency of testing.

Section 7. Notification of Employees:

- a. The EMPLOYER agrees to issue the 30-day notice to all employees who occupy testing designated positions.
- b. The EMPLOYER agrees to notify an employee, in writing and verbally, when they are required to report for drug testing. The Employee must acknowledge receipt of the written notice.

Section 8. Methods and Procedures for Testing. The Department of the Air Force Civilian Drug Testing Plan states the Air Force will adhere to all scientific and technical guidelines for drug testing programs promulgated by Department of Health and Human Services (HHS) consistent with the authority granted by Executive Order 12564, and to the requirements of Section 503 of the Act. Further, the Air Force Civilian Drug Testing Plan states the Air Force's drug testing program will have professionally trained collection personnel, a laboratory certification program, rigorous analytical standards and quality assurance requirements for urinalysis procedures, and strict confidentiality requirements; and all civilian urine specimens will be tested at an approved contract laboratory.

Section 9. Elements of Testing Procedures. The EMPLOYER agrees to the following procedures:

- a. Upon direction by management, designated employees will report to the designated location for drug testing.

b. The employee will be permitted to provide urine specimens in private, and in a restroom stall or similar enclosure so that the employee is not directly observed while providing the sample. However, collection site personnel of the same gender as the individual tested may directly observe the individual provide the urine specimen when such personnel have reason to believe the individual may alter or substitute the specimen to be provided when:

(1) The individual is being tested relating to reasonable suspicion testing, or relating to accident or safety mishap testing.

(2) Facts and circumstances suggest that the individual is an illegal drug user.

(3) Facts and circumstances suggest that the individual is under the influence of drugs at the time of the test.

(4) The individual has previously been found by the Air Force to be an illegal drug user.

(5) Facts and circumstances suggest that the individual has equipment or implements capable of tampering or altering urine samples.

(6) The individual has previously tampered with a sample.

(7) The temperature of the urine specimen is outside the acceptable range as established by the HHS guidelines.

c. When a confirmed positive result has been returned by the laboratory, the Medical Review Officer will give the employee an opportunity to submit medical documentation to the Medical Review Officer to verify the legitimate use of prescription drugs.

Section 10. Confidentiality of Test Results. The Department of the Air Force Plan states that in order to comply with Section 503(3) of the Act, the results of a drug test of the employee may not be disclosed without prior written consent of such employee, unless disclosure would be:

a. To the Medical Review Officer.

b. To the Medical Treatment Facility in which the employee is receiving counseling or treatment or is otherwise participating.

c. To any supervisory or management official within the Air Force having the authority to take disciplinary, adverse personnel, or security action against the employee.

d. Pursuant to the order of a court of competent jurisdiction or where required by the United States Government to defend any challenge against any personnel action.

In addition, test results with all identifying information removed will also be made available to Air Force personnel, including the Program Coordinator, for data collection and other activities necessary to comply with section 504(f) of the Act.

Section 11. Counseling and Referral.

- a. Employees, if they believe they have a drug problem, may voluntarily seek assistance by contacting the EMPLOYER's Substance Abuse Control Office.
- b. An employee found to be using drugs will be referred to the EMPLOYER's Medical Treatment Facility for evaluation and referral services.
- c. An employee found to use illegal drugs will be referred for substance abuse counseling and rehabilitation, and, if the employee occupies a TDP, must not be permitted to remain in that position. At the discretion of the activity commander, however, and as part of rehabilitation, an employee may return to duty in a TDP if the employee's return would not endanger public health, or national security.

Section 12. Employee's Signed Acknowledgment. Nothing shall preclude employees being required to sign documents indicating that drug testing is compulsory and informing the employee of the consequences of refusing to cooperate in the program. Employees' signatures on such documents will merely signify notice and understanding of the terms of the document.

Section 13. Official Time. Subject to verification, an employee is considered in a duty status and is not charged leave for the time it takes to report to and from the collection site and provide the specimen for the drug test. An employee may be allowed up to one hour of excused absence for each counseling session, up to maximum of three hours during the assessment/referral phase of rehabilitation. Absences during duty hours for rehabilitation or treatment must be charged to annual leave, sick leave, or leave without pay as appropriate.

Section 14. Voluntary Testing Program. The EMPLOYER will not coerce or require employees to participate in the voluntary programs established under the Department of the Air Force Civilian Drug Testing Plan.

Section 15. Maintenance of Records. The EMPLOYER will establish or amend a record keeping system to maintain the records of the Air Force's Civilian Drug Testing Program consistent with the Air Force's Privacy Act System of Records and with all applicable Federal laws, rules and regulations regarding confidentiality of records including the Privacy Act 5 U.S.C. 552a. If necessary, records may be maintained as required by subsequent administrative or judicial proceedings, or at the discretion of the Air Force.

ARTICLE 26

EMPLOYEE FINANCIAL OBLIGATIONS

Section 1. Air Force employees are expected to discharge their just financial obligations in a timely manner.

Section 2. The EMPLOYER agrees that Dun Notices from non-taxing authorities will not be made part of an Official Personnel Folder.

ARTICLE 27
REDUCTION-IN-FORCE (RIF)

Section 1. The EMPLOYER agrees to inform the UNION, in writing, of any impending reduction-in-force, the reasons therefore, and the number of positions affected, as far in advance as possible.

Section 2. The EMPLOYER agrees that position descriptions and sanitized retention registers of employees affected by the reduction-in-force will be made available, upon request, to the UNION.

Section 3. The EMPLOYER agrees to do everything possible to minimize the adverse impact on employees during RIF. When the EMPLOYER has ascertained that a reduction-in-force involving employees is imminent, existing vacancies authorized for fill will be used to the maximum extent possible for those employees affected by the RIF. In assignment to such vacancies, qualification requirements may be waived when considered appropriate in individual cases.

Section 4. The EMPLOYER agrees to provide placement assistance for employees who are scheduled for separation under reduction-in-force. As a minimum, the EMPLOYER will contact other DoD activities on Guam.

Section 5. Saved or retained pay will be computed in accordance with applicable regulations.

Section 6. The EMPLOYER agrees to include in the RIF notice a statement concerning the employee's eligibility or noneligibility for retained rate. When an employee is ineligible for retained rate, the notice will provide the reasons thereto.

Section 7. Any eligible career or career-conditional employee who is separated as a result of a RIF shall be placed on the re-employment priority list and such employee(s) shall be given appropriate priority for reemployment in accordance with regulations.

Section 8. Eligible career employees being separated by reduction-in-force receive priority referral entitlement for two years and eligible career conditional or probationary employees for one year. Priority referral is terminated in the event the employee (1) requests discontinuance, (2) accepts nontemporary full-time employment in the competitive service, or (3) declines an offer of full-time employment at or above his/her former grade for which he or she had previously indicated as acceptable.

Section 9. The EMPLOYER agrees to give an employee affected by reduction-in-force not less than sixty (60) days advance notice before the effective date of the action.

Section 10. An employee affected by reduction-in-force shall be permitted to review all records pertaining to this action including a list of competitive levels containing a position for which he/she believe he/she is qualified down to and including those in the same or equivalent grade as the position (if any) which constitutes the "best offer."

Section 11. The UNION agrees to communicate official information to its members concerning the reduction-in- force.

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ARTICLE 28

TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. It is Air Force policy to provide the training necessary to ensure the maximum efficiency of civilian employees in the performance of their official duties.

Section 2. The employees are encouraged to discuss their training interests with their immediate supervisors, and to ensure their supervisors are aware of their needs through participation in the annual training survey.

Section 3. The assignment of employees to government-sponsored training is an EMPLOYER's responsibility. The EMPLOYER agrees that there shall be no discrimination on the basis of race, color, religion, sex, national origin, age, nondisqualifying physical handicap, political affiliation and marital status in the consideration and selection of employees for training and development. Employees whose request for government-sponsored training is denied will be advised by their supervisors, upon request, of the reason(s) for denial.

Section 4. The EMPLOYER shall consider the utilization of the employees who become handicapped in the course of their normal line of duty, and who cannot be utilized in their present shops or units. It is recognized that, in some cases, a brief period of job indoctrination may be required.

Section 5. The EMPLOYER and the UNION recognize that each employee is responsible for applying reasonable effort, time and initiative to keep abreast of the changing technology of his/her occupation. The EMPLOYER and UNION mutually agree to encourage employees to take advantage of training and educational opportunities which will add to the skills and qualifications needed by them for advancement, or as a pre-requisite for further training provided by the EMPLOYER in their occupational fields.

Section 6. When advance knowledge of the adverse impact of pending technological changes is available, the UNION will be notified.

Section 7. Employees will be counseled, upon request, on training and development that is job related. Employees so desiring may be counseled on career development training.

Section 8. The EMPLOYER will make CPF training records of Unit employees involved in a complaint available to the UNION, upon its request, when necessary to settle complaints. Information contained in such records will be provided in accordance with the Privacy Act.

ARTICLE 29
FIREFIGHTERS' HOURS OF WORK, HEALTH, WELFARE & MORALE

Section 1. The tour of duty for firefighters generally is a 72-hour workweek of six (6) 12-hour days. The tour is scheduled so that the employee is on duty three (3) alternate 24-hour shifts during each administrative workweek. The Activity administrative workweek begins 0001 hours Sunday and ends at 2400 hours on the following Saturday. The overtime provisions of the Fair Labor Standards Act apply to firefighters.

Section 2. The EMPLOYER determines the firefighters' hours of work, workweek, and kelly days off.

Section 3. Premium pay, including overtime pay, is computed in accordance with 5 U.S.C. Chapter 55, Subchapter V, and the Fair Labor Standards Act.

Section 4.

a. Code of Federal Regulation (CFR) Part 550, Section 550.141, provides for payment of premium pay on an annual basis for regularly scheduled overtime, night, holiday and Sunday work to an employee in a position requiring him/her to remain at or within the confines of his/her station during longer than ordinary periods of duty, a substantial part of which consists of remaining in a standby status rather than performing work.

b. CFR Part 550, Section 550.143(d) provides that the words "a substantial part of which consist of remaining in a standby status rather than performing work" as provided in Section 550.141 of the CFR, refer to the entire tour of duty.

c. CFR Part 550, Section 550.143(e) provides that an employee is in standby status when he/she is not required to perform actual work and is free to eat, sleep, read, listen to radio or engage in other similar pursuits. An employee is performing actual work rather than being in a standby status when his/her full attention is devoted to work even though the nature of his/her work does not require constant activity. Actual work includes both work performed during regular work periods and work performed when called out during periods ordinarily spent in a standby status.

Section 5. The EMPLOYER agrees that the basic 40-hour workweek of five (5) 8-hour days shall apply to other fire protection and fire prevention personnel covered by this agreement.

Section 6. Health, Welfare, and Morale. The EMPLOYER recognizes the need for adequate facilities conducive to the health, welfare, and morale of firefighters. To this end, the EMPLOYER provides the following:

- a. training and learning center,
- b. dining room,
- c. dayroom or recreational areas, and

d. sleeping areas.

ARTICLE 30

PERFORMANCE APPRAISALS

Section 1. Bargaining Unit employees are covered by the Air Force Performance Management System which:

- a. provides for periodic appraisals of job performance of employees;
- b. encourages employee participation in establishing performance elements and standards; and
- c. uses the results of performance appraisals as a basis for training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees.

All Bargaining Unit employees, except employees on temporary appointments not expected to exceed 120 calendar days in a consecutive 12-month period, will receive a performance appraisal which will be based on a systematic comparison of the employee's performance of duties and responsibilities with the performance standards and elements established for the appraisal period.

Section 2. The EMPLOYER retains final authority in the identification of performance elements and the establishment of performance standards which are not grievable. However, employees may grieve their performance appraisal ratings.

Section 3. Standards will be established in such a way that performance can be accurately evaluated. When practical, standards shall be expressed in terms of timeliness, quantity, and quality to indicate how well, how accurate, how soon, how many, how much, or when.

Section 4.

a. The EMPLOYER agrees to maintain an Incentive Awards Program which is based on merit without regard to political affiliation; grade or position; UNION membership, affiliation or participation; or race, color, religion, age, sex, marital status, national origin, or physical or mental handicap.

b. The EMPLOYER's Incentive Awards Program provides for Performance Awards. The amount of cash awards is determined by the EMPLOYER.

Section 5. Using the Results of the Appraisal. Appraisal results will be used by the EMPLOYER as one of the basis for training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees, granting and withholding within-grade increases, and assisting in improving unacceptable performance.

Section 6. Completing the Performance Plan and Assigning the Appraisal Rating.

a. AF Form 860A, Civilian Performance and Promotion Appraisal, will be used to document an employee's performance. The normal appraisal period for GS and Wage

employees starts 1 April and ends 31 March.

b. The supervisor will determine the employee's level of achievement on each critical and non-critical jobelement by comparing the employee's actual performance against the performance standards.

c. The supervisor will appraise the employee's overall job performance by assigning a rating.

d. When the appraisal is finalized, the supervisor will discuss the appraisal with the employee and ask the employee to sign and date the final appraisal. By signing, the employee officially signifies only that the appraisal has been received, but does not constitute agreement or disagreement. A copy of the completed appraisal is given to the rated employee.

Section 7. Discussions, Progress Reviews, and Performance Improvement Plans.

a. Discussions, including review of performance, to determine progress and problems are a normal part of supervision and should occur throughout the appraisal period.

b. Periodic employee-supervisor meetings provide the opportunity to identify and resolve problems in the employee's performance. During the appraisal period, employees and supervisors will keep track of and periodically discuss progress. Revisions, additions, and deletions to job performance elements and performance standards should be made when appropriate.

Section 8. Unacceptable Performance.

a. At any time during the appraisal cycle that an employee's performance is unsatisfactory, the employee will be counseled. The counseling session serves two purposes: first to let the employee know in specific terms how his or her performance is deficient; and second, to develop a course of action that will enable the employee to improve performance in the deficient areas.

b. An employee whose reduction in grade or removal is proposed under this Article is entitled to:

(1) thirty (30) days advance written notice of the proposed action which identifies:

(a) specific instances of unacceptable performance by the employee on which the proposed action is based, and

(b) the critical elements of the employee's position involved in each instance of unacceptable performance;

(2) be represented by an attorney or other representative;

(3) a reasonable time, at least ten (10) days, to answer orally and in writing; and

(4) a written decision, which:

(a) in the case of reduction in grade or removal, specifies the instances of unacceptable performance by the employee on which the reduction in grade or removal is based; and

(b) unless proposed by the Wing Commander, has been concurred with by an individual in a higher position than the one who proposed the action.

c. The EMPLOYER may extend the notice period under Section 8b(1) for not more than thirty (30) days with HQ PACAF approval and may further extend the notice period in accordance with 5 C.F.R. 432.106.

d. The EMPLOYER's decision to retain, reduce in grade, or remove an employee shall be made within thirty (30) days after the date of expiration of the notice period. e. The written decision will advise an eligible employee of the right to appeal to the Merit Systems Protection Board or to file a grievance under the negotiated grievance procedure, but not both. The election in writing by the employee is irrevocable.

ARTICLE 31
USE OF OFFICIAL FACILITIES

Section 1. Upon written request of the UNION, the EMPLOYER shall provide building space within the confines of Andersen Air Force Base, outside working hours, and subject to availability and safety, security and fire regulations, for the conduct of official meetings (office is located in Building 18001, 2nd floor, in the Environmental Flight). The EMPLOYER will also consider, on the same basis, requests from the UNION for building space for the sole purpose of conducting training for stewards of the Unit. It is understood by both Parties that for such training, if conducted during the regular working hours of those stewards, the granting of excused absence is subject to the provisions of Article 5, Section 4 (Union Representation). The UNION agrees to request facilities for steward training not more frequently than once quarterly. The UNION shall be responsible for restoring the facilities to normal condition upon completion of each meeting.

Section 2. Sufficient space will be provided on existing official bulletin boards for the display of UNION literature. Literature posted must not violate any law, the security of an activity, or contain scurrilous or libelous material. The UNION is responsible for the contents and posting of their literature. Violation of standards concerning content of literature is grounds for revocation of this privilege.

Section 3. UNION representatives may be permitted use of telephones and other available electronic media for the purpose of performing those activities covered in Article 5 of this agreement. Security requirements and the EMPLOYER's mission always take precedence in the use of the phones.

ARTICLE 32
NEGOTIATED GRIEVANCE PROCEDURES

Section 1. This Article provides an orderly procedure for processing grievances. A "grievance" means any complaint:

- a. by any Unit employee concerning any matter relating to the employment of the employee;
- b. by the UNION concerning any matter relating to the employment of any Unit employee; or
- c. by any Unit employee, the UNION or the EMPLOYER concerning the effect or interpretation, or a claim of breach of this agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

Section 2. This procedure is the sole and exclusive procedure that will be used by the Parties to this agreement and employees in the Unit in processing grievances which fall within its coverage. In the event an arbitrability issue arises, the original grievance shall include an arbitrability dispute as a threshold issue. Upon receipt of a grievance, the CPO will raise the question of arbitrability before it is forwarded for decision by the commander or his designee.

Section 3. Unit employees have the right to present grievances on their own behalf without the intervention of the UNION; however, the UNION has the right to be present during the grievance proceedings, and arbitration can only be invoked by either the UNION or the EMPLOYER. Reasonable time during working hours will be allowed for employees and UNION representatives to prepare and present grievances to management.

Section 4. Nothing in this agreement shall be so interpreted as to require the UNION to represent an employee in processing a grievance, or to continue to represent an employee if the UNION considers the grievance to be invalid, without merit, or not within the scope of this agreement.

Section 5. The grievance procedure shall not apply to any grievance concerning the following:

- a. any claimed violation relating to prohibited political activities;
- b. retirement, life insurance, or health insurance;
- c. a suspension or removal for national security reasons;
- d. any examination, certification or appointment; or
- e. the classification of any position which does not result in the reduction in grade or pay of an employee;
- f. separation of probationary employees.

Section 6. A grievance must be presented within 21 calendar days after the date of the particular act or occurrence which gave rise to the grievance, or within 21 calendar days after the grievant became aware of the act or occurrence. If the employee cannot meet the 21 day time limit, he/she will inform the EMPLOYER of his/her intention to grieve, and will present the grievance no later than 30 calendar days after the act or occurrence which gave rise to the grievance, or within 30 calendar days after he/she became aware of the act or occurrence.

Grievances involving those types of actions under Section 9 of this Article shall be submitted within the time limits required for such submission.

Section 7.

Step 1. Employee-initiated grievances will first be taken up orally by the concerned employee with his/her immediate supervisor in an attempt to settle the matter. The employee may be represented by his/her steward if he/she so desires.

Prior to entering the formal process, either party may request that Alternative Dispute Resolution (ADR) techniques, such as mediation, peer review panels, facilitation, and settlement conferences, be utilized to resolve the dispute. The parties to the dispute will meet to mutually determine the best process to be used.

Step 2. If the matter is not satisfactorily settled following the initial discussion, or through the use of ADR, the employee, the Andersen AFB Vice President (where UNION representation is designated by the employee) may, within five (5) working days, submit the matter in writing to the second level supervisor. The second level supervisor will meet with the aggrieved employee and his/her representative within five (5) working days after receipt of the grievance. The second level supervisor shall give his/her written answer within five (5) working days after the meeting on the issue.

Step 3. If the grievance is not settled at the second level, the employee, the Local President or the Andersen AFB Vice President (where UNION representation is designated by the employee) may, within five (5) working days, forward the grievance to the Wing Commander, Attention: Civilian Personnel Officer. The Civilian Personnel Officer reviews the grievance and within five (5) working days refers the grievance for consideration to the Wing Commander (or his/her designee) to adjust the grievance. The written answer will be given within ten (10) working days after receipt from the Civilian Personnel Officer. In the event the decision at this step is unacceptable, the grievance may be submitted to arbitration in accordance with Article 33.

Section 8. Appeal and Grievance Options. An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance, or adverse action covered by 5 U.S.C. 7512, may at his/her option raise the matter under a statutory appellate procedures or the negotiated grievance procedure. An employee shall be deemed to have exercised his/her option under this section only when the employee files a timely grievance in writing under the negotiated grievance procedure, files a timely appeal with the Merit Systems Protection Board (MSPB), or files a formal discrimination complaint under 29 C.F.R. 1614. Selection of the negotiated grievance procedure for a matter involving an allegation of discrimination in no manner prejudices the right of the employee to request the Merit Systems Protection Board to review the final decision pursuant to Section 7702 of 5 U.S.C. in the case of any personnel action that could have been appealed to the Merit Systems Protection Board or, where applicable, to request the Equal Employment Opportunity Commission to

review a final decision in any other manner involving a complaint of discrimination of the type prohibited by any law administered by the Equal Employment Opportunity Commission.

Section 9.

a. Any grievance which involves an adverse action covered by 5 U.S.C. 7512, removal or reduction in grade based on unacceptable performance covered by 5 U.S.C. 4303, shall be submitted, in writing, to the 36th Air Base Wing, Attention: Civilian Personnel Officer, Andersen AFB, Guam. The grievance must be submitted at any time after the employee receives the final notice of the action, but no later than 30 calendar days after the effective date of the action.

b. The Civilian Personnel Officer, within five (5) workdays after receipt of the grievance, refers it to the EMPLOYER's official who is authorized to adjust the grievance. This official has five (5) workdays to issue his/her written decision.

c. If the matter is not satisfactorily settled by the EMPLOYER's official, the UNION can invoke arbitration within thirty (30) calendar days from the receipt of the EMPLOYER's decision.

Section 10. If an employee or group of employees choose to file a grievance on a matter which involves discrimination, the following procedures apply:

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

b. within thirty (30) calendar days from the initial contact in Section 10, (unless the grievant(s) and the EMPLOYER through the EEO counselor agree in writing to an extension of counseling for up to an additional 60 calendar days), the EEO Counselor will attempt informal resolution and conduct a final interview.

c. if the grievant(s) is/are not satisfied with the results of counseling and desire(s) to pursue the allegations, a formal written complaint may be filed with the Wing Commander, through the Civilian Personnel Officer, within fifteen (15) calendar days from the final interview with the Counselor.

d. the written complaint must specifically describe the incident(s) on which it is based, including dates, times, and places and the manager(s) and/or supervisor(s) involved, and must fall within the criteria of ADR. The complaint must also state the remedy sought, which must be personal to the grievant(s). If these conditions are not met, or the remedy sought is not within the authority of the Wing Commander, the Wing Commander or his/her designee may reject the complaint.

e. notification of complaint rejections will be forwarded in writing to the grievant(s) with a copy to the UNION President within fifteen (15) calendar days from receipt of the written complaint. If the rejection is limited to one or more issues in the complaint, the notification will indicate which remaining issues, if any, will be processed under this Article. If the UNION President disagrees with a rejection, he/she may invoke arbitration within fifteen (15) calendar days of receipt of the notification.

f. if a complaint is accepted in its entirety, an acceptance notice will be forwarded in writing to the grievant(s) with a copy to the UNION President within fifteen (15) calendar days from receipt of the written complaint.

g. within sixty (60) calendar days after forwarding the acceptance notice to the grievant(s), the EMPLOYER will conduct an adjustment conference with the grievant(s). The UNION President will be notified at least five (5) calendar days prior to the conference, and be afforded the opportunity to have a UNION representative present.

h. the EMPLOYER will notify the grievant(s) and the UNION President of the Activity's final disposition of the complaint within ten (10) calendar days after the adjustment conference. If the matter is not satisfactorily settled by the EMPLOYER, the UNION can invoke arbitration within thirty (30) calendar days from the receipt of the EMPLOYER's decision.

Section 11. At [Step 2](#) of Section 7 of this procedure and at any arbitration proceeding, both UNION (if applicable) and the EMPLOYER may call a reasonable number of witnesses. Employees of Andersen AFB, Guam, required to appear as witnesses shall not suffer any loss of pay or personal leave while so appearing, if otherwise in a duty status.

Section 12. UNION Grievances. UNION grievances are submitted in writing by the Local President directly to the Wing Commander, Attention: Civilian Personnel Officer. The Wing Commander (or his designee), the Local President and the Andersen AFB Vice President may meet for discussion. The Wing Commander (or his designee) shall give the Local President and the Andersen AFB Vice President his written decision within ten (10) working days after receipt of the grievance. (Nothing herein will preclude either Party from attempting to settle such grievances informally at the appropriate level.)

Section 13. EMPLOYER Grievances. EMPLOYER grievances are submitted in writing by the Commander or his designee to the Local President. The Local President, the Vice President for Andersen AFB, and the Wing Commander (or his designee) may meet for discussion. The Local President shall give his written decision within ten (10) working days after receipt of the grievance. (Nothing herein will preclude either party from attempting to settle such grievances informally at the appropriate level.)

Section 14. All time limits prescribed in the Article may be extended by mutual consent upon showing of sufficient cause prior to the end of the time limit.

ARTICLE 33

ARBITRATION

Section 1. When the UNION or the EMPLOYER invoke arbitration, the parties shall meet within seven (7) calendar days after receipt of the notification for the purpose of selecting an arbitrator. Consideration will first be given to qualified arbitrators available on Guam. If agreement cannot be reached, then either Party may request a list of five names from the Federal Mediation and Conciliation Service. The Parties shall meet again within three (3) calendar days after receipt of the list of names. If mutual agreement cannot be reached on one of the names on the list, the UNION and the EMPLOYER shall each strike one name from the list, in rotation until only one name remains. The person whose name remains on the list shall be the duly selected arbitrator. The order of striking shall be determined by the flip of a coin.

Section 2. Following selection of the arbitrator and receipt of his/her acceptance, the parties will prepare a joint letter submitting the matter in dispute. The letter shall present, in question form, the matter on which arbitration is sought and the fees and expenses which will be paid. It may contain mutually agreed upon stipulations of fact, and it may be accompanied by any documents the Parties mutually agree should be submitted to the arbitrator in advance of the hearing but which may not necessarily be stipulations of fact. Pre-hearing and/or post-hearing briefs may be submitted by either Party. If either Party submits briefs, the other Party shall be furnished copies at the time of submission to the arbitrator. The arbitrator's authority is limited to deciding the issue or issues considered in the formal grievance. If the Parties fail to agree on a joint stipulation of the issue for arbitration, then each shall submit a separate stipulation and the arbitrator shall determine the issue or issues to be heard.

Section 3. The arbitration hearing shall normally be held during normal duty hours and any employee in a duty status whose presence is required in connection with the hearing shall be in a pay status without charge to annual leave.

Section 4. The arbitrator will be requested by the Parties to render his/her decision as quickly as possible but no later than thirty (30) calendar days after the conclusion of the hearing unless the Parties agree otherwise. The arbitrator may be requested to render a bench decision, the arbitrator will proceed to issue his/her written decision as provided in this Article.

Section 5. The arbitrator's award shall be binding on the Parties except the UNION or the EMPLOYER may file an exception on the award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the Authority. Issues covered by 5 U.S.C. 4303 and 7512 are not appealable to the Federal Labor Relations Authority. If upon review the Authority finds that the award is deficient because (a) it is contrary to law, rule or regulation, or (b) on other grounds similar to those applied by Federal courts in the private section labor-management relations, the Authority may take such action and make such recommendations concerning the award as it considers necessary, consistent with applicable laws, rules, or regulations. If no exception to the arbitrator's award is filed during the 30-day period beginning on the date of such award, the award shall be final and binding and will be implemented. The awarding of attorney fees, if any, by the arbitrator is governed by Section 5596(b) of Title 5 U.S.C. (Section 702, Title VII of PL 95-454).

Section 6. The fee and expenses of the arbitrator shall be borne equally by the EMPLOYER and the UNION. The arbitrator's fee, per diem, and travel allowances shall be set in accordance with applicable regulations.

Section 7. In the event the EMPLOYER or the UNION takes a position that a certain matter is not arbitrable, the question of arbitrability shall be submitted to arbitration together with the dispute on the merits of the matter before the same arbitrator who shall determine the question of arbitrability before considering the dispute.

Section 8. The time limits in this article may be extended by mutual agreement of the EMPLOYER and the UNION.

Section 9. An arbitrator may set aside a disciplinary action or nondisciplinary adverse action if the grievant timely alleges, and the arbitrator finds, a harmful error in the procedures management applied in taking the action. For the purpose of this agreement, "harmful error" is defined as an error by management in the application of its procedures which, if corrected or alleviated, might have resulted in a different conclusion.

ARTICLE 34

ADVERSE ACTION

Section 1. Chapter 75, Subchapter II, lists as adverse actions (a) removal, (b) a suspension for more than 14 days, (c) a reduction in grade, (d) a reduction of pay, and (e) a furlough of 30 days or less. Section 7513 of 5 U.S.C. provides that under regulations prescribed by the Office of Personnel Management, an agency may take an action covered by Chapter 75, Subchapter II of 5 U.S.C., against an employee only for such cause as will promote the efficiency of the service.

Section 2. An employee against whom an adverse action is proposed is entitled to:

a. At least 30 days advance written notice, unless there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons of the proposed action;

b. A reasonable time, but usually not less than ten (10) calendar days, to answer orally or in writing and to furnish affidavits and other documentary evidence in support of the answer.

c. The material on which the proposal was based and which is relied upon to support the reasons in the notice of proposal. This material will be attached to the proposal letter.

d. Be represented by an attorney or other representative.

e. A written decision and the specific reasons therefore at the earliest practicable date.

Section 3. In the event the decision is made to effect the proposed or less severe action, the employee shall be informed of his/her right and the time frame to appeal the decision when the less severe action is a minimum of a 15 day suspension or greater to the Merit Systems Protection Board or through the negotiated grievance procedure, but not both procedures. The employee may grieve under the negotiated grievance procedure at any time after the decision is rendered, but not later than 30 calendar days after the effective date of the action.

Section 4. If the employee grieves the decision, his/her representative shall be allowed to review the material relied upon to support the reasons in the notice provided the UNION representative presents proof of representation designation.

ARTICLE 35

EMPLOYER-UNION COMMUNICATION

It is agreed that day-to-day relations, or other matters that may arise concerning the administration or interpretation of this agreement between the EMPLOYER and the UNION shall be dealt with through the following communication channel: for the UNION - the Local President or his/her designated representative; for the EMPLOYER - in accordance with AFI 36-701, Labor-Management Relations, Para 3 and 4, the Wing Commander will designate the Civilian Personnel Officer to act on his/her behalf in formulating local labor-management relations policy. The Civilian Personnel Officer will delegate the Labor Relations Officer as the principal point of contact in conducting labor relations matters with labor organization representatives. The provision shall not preclude any management official and an employee UNION representative from meeting on matters of concern to them.

ARTICLE 36

GRADE AND PAY RETENTION

Section 1. Chapter 53, Subchapter VI, paragraph 5362(a) of 5 U.S.C., provides that any employee changed to a lower level position as the result of reduction-in-force (RIF) or because his/her position is downgraded will be entitled to grade and/or pay retention if he/she meet certain conditions as prescribed by law and Office of Personnel Management regulations.

Section 2. When issuing reduction-in-force notices offering employees lower level positions, the EMPLOYER will include information regarding their entitlement to grade and/or pay retention and conditions of its continuance. Employees being placed in lower level positions due to the reclassification of their positions will also be advised of their entitlement of grade and/or pay retention and conditions of its continuance.

Section 3. It is understood that declination of a reasonable offer is one condition for termination of grade and/or pay retention benefits. A reasonable offer, for the purpose of applying the provisions of 5 U.S.C. 5362(d)(3) and 5 U.S.C. 5363(c)(2), is defined by OPM regulations as the offer of a position, the grade of which is equal to or higher than the employee's retained pay. In addition, the offered position must be a permanent position; one for which the employee meets the established qualification requirements; full-time (unless the employee's position immediately before the change creating entitlement to grade of pay retention was less than full-time, in which case the offered position must have a work schedule of no less time than the position held before the change); and in the same commuting area as the employee's position immediately before the offer, unless the employee is subject to a mobility agreement or a published agency policy which requires employee mobility.

ARTICLE 37

GENERAL PROVISIONS

Section 1. The EMPLOYER will furnish a copy of the agreement to each employee in the unit. The format of the agreement will be determined by the EMPLOYER. The UNION will be furnished 25 copies.

Section 2. The EMPLOYER agrees that each newly hired employee in the Unit shall be informed of the UNION's status as exclusive representative during new employee's group orientation.

Section 3. Employees will normally not be required to use their private vehicle in the performance of the duties. When employees are directed by competent authority to use their own vehicles in the performance of their assigned duties, compensation for such will be in accordance with appropriate Office of Personnel Management regulations, DoD Joint Travel Regulations, and agency directives. Employees using their personal vehicles for their own convenience will do so at their expense. Claim forms will be provided the employee with appropriate instructions on filling out the claim form.

Section 4. The EMPLOYER agrees to provide the UNION with a monthly listing of names, job titles and work locations of all newly hired and recently separated employees in the Unit.

Section 5. The UNION Vice President of Andersen AFB shall be provided a copy of all correspondence signed by the Wing Commander, Andersen AFB, or the Civilian Personnel Officer which is addressed to the Local President.

Section 6. An employee may request withdrawal of his/her resignation or optional retirement application before it has become effective. When the request is denied, the EMPLOYER's reason(s) must be explained to the employee.

ARTICLE 38

UNION DUES WITHHOLDING

Section 1. Pursuant to 5 U.S.C. 7115, Bargaining Unit employees who are members of the UNION may pay their UNION dues through voluntary allotment. Any employee desiring dues deductions must:

- a. be a member in good standing in the UNION;
- b. complete and sign the appropriate portions of Standard Form 1187, "Request for Payroll Deductions for Labor Organization Dues"; and
- c. receive compensation to cover the total amount of the allotment after other legal deductions have been made.

Section 2. The UNION shall be responsible for:

- a. Making available Standard Form 1187 to its members and ensuring that the forms are properly certified and completed before transmittal to the Civilian Payroll Office;
- b. Informing and educating its members on the voluntary nature of the allotment program, including the conditions under which the allotment may be revoked;
- c. Notifying the Civilian Personnel Office, in writing, of the following:
 - (1) the names and titles of officials authorized to make the necessary certification of Standard Form 1187 in accordance with this memorandum;
 - (2) the name, title, and address of the allottee to whom remittances should be sent, including how the check should be made out, as follows:

AFGE Local 1689, Inc.
P.O. Drawer DK
Agana, Guam 96932-9014
 - (3) any change in the amount of membership dues (see Section 5b);
 - (4) the name of any employee who has been expelled or ceases to be a member in good standing in the UNION within ten calendar days of the date of such final determination.
- d. Forwarding properly executed and certified Standard Forms 1187 to the Civilian Payroll Office on a timely basis.

Section 3. The EMPLOYER agrees that it is responsible for:

- a. processing allotment of regular dues;
- b. withholding dues on a pay period basis;
- c. withholding new amounts of dues upon certification from the authorized UNION official in accordance with Section 5b of this Article;
- d. Transmitting remittance checks to the UNION together with a list of employees for whom deductions were made and a copy of all revocation notices received in the payroll office;
- e. Providing the following information in the remittance listing:
 - (1) the name of each employee for whom dues withholding deductions are being made,
 - (2) name of each employee for whom authorizations were applicable in the previous pay period but for whom amounts are not being deducted and the reasons thereof,
 - (3) amount withheld from each employee,
 - (4) total number enrolled in dues withholding,
 - (5) total number enrolled with deductions,
 - (6) total number enrolled without deductions,
 - (7) total amount collected.

Section 4. The Parties to the Memorandum of Agreement agree that:

- a. The amount of the dues to be deducted as allotments from eligible employees may not be changed more frequently than twice in each 12 months.
- b. Administrative errors in remittance checks will be corrected and adjusted in the remittance check to be issued to the UNION. If the UNION is not scheduled to receive a remittance check after discovery of the error, the UNION agrees to refund the amount of erroneous remittance.

Section 5. The effective dates for actions under this Memorandum are as follows:

- | | |
|------------------------------|---|
| a. Starting Dues Withholding | The beginning of the first pay period after the receipt of the properly executed and certified SF 1187 in the Civilian Payroll Office |
|------------------------------|---|

b. Change in Amounts of Dues	Beginning of the first pay period after receipt of certification in the Civilian Payroll Office
c. Revocation by Employees	Beginning of the first pay period on or after September 1 provided revocation notice (SF 1188, Revocation of Voluntary Authority for Allotment of Compensation for Payment of Labor Organization Dues) is received in the Civilian Payroll Office prior to September 1, and the allotment has been in effect for no less than one year
	Employees whose allotments have been in effect for less than one year may revoke beginning of the first pay period on or after the first anniversary date of the allotment provided the revocation notice is received in the Civilian Payroll Office prior to the anniversary date.
d. Termination Due to Loss of Membership in Good Standing	Beginning of the first pay period after date of receipt of notification in Civilian Payroll Office
e. Termination Due to Loss of Recognition on Which Allotment was Based	Beginning of the first pay period following loss of recognition.
f. Termination Due to Separation or Movement to Recognition Not Covered by this Memorandum	(a) If action is effective on the first day of a pay period, termination of allotments will be at the end of a preceding pay period. (b) If action is effective on any day other than first day of a pay period, termination of allotment will automatically be at the end of the pay period

ARTICLE 39

COST COMPARISON STUDIES (CONTRACTING OUT)

Section 1. The EMPLOYER agrees to notify and consult with the UNION regarding any review of a function selected for cost comparison study that affects bargaining unit positions.

Section 2. The EMPLOYER agrees that, to minimize adverse action and reduce separations of employees affected by cost comparison decisions, it will use attrition and restrict new hires, and to the maximum extent possible will place affected employees in continuing positions.

Section 3. Briefings will be held with affected bargaining unit employees periodically, for the purpose of providing timely information concerning cost comparison studies. The UNION will be given an opportunity to be present at such briefings.

Section 4. The EMPLOYER and UNION will cooperate and communicate to the maximum extent possible.

ARTICLE 40
DURATION OF AGREEMENT

Section 1. This agreement will become effective on the date of approval by Department of Defense Civilian Personnel Management Service (DoD CPMS), or 30 days from the date of execution of this agreement if it is neither approved nor disapproved within that time frame. The duration of this agreement will be for three years from the date of its signing by the UNION and the EMPLOYER, the execution date. It shall be terminated at any time it is determined that the UNION is no longer entitled to exclusive recognition under the Act.

Provided the UNION's exclusive status has not been challenged during the 105 to 60 day period prior to the conclusion of the three year period and the agreement has not been terminated at an earlier date, the Parties shall meet at a mutually agreeable date for the purpose of either amending or extending the agreement in its entirety or commencing the negotiations of a new agreement.

Section 2. Any requests for amendments/supplements shall be in writing and must include a summary of the subject matter being proposed. Within 30 calendar days after receipt of the request, representatives of the Parties shall meet to discuss and negotiate the subject matter. Any amendments/supplements on which agreement is reached will become effective on the date of approval DoD CPMS or 30 days from the date of execution of the amendments/supplements if it is neither approved or disapproved within that time frame.

**APPENDIX 1
STEWARD REQUEST FORM**

1. NAME OF STEWARD:

ORGANIZATION:

2. PURPOSE OF VISIT:

3. Supervisor's permission is requested to leave the assigned work area to perform duties outlined in the Negotiated Agreement, Article 5, Section 4.

APPROVED/DISAPPROVED

SIGNATURE OF SUPERVISOR
REASE FOR DISAPPROVAL

DATE

4. TIME OUT: _____ TIME IN: _____

FOR THE EMPLOYER

FOR THE UNION

Commander, 36th Air Base Wing
Andersen AFB, Guam

President, AFGE
Local 1689, Inc

Vice President, AAFB
AFGE Local 1689, Inc

APPROVED BY THE DEPARTMENT OF DEFENCE ON 25 FEB 98.