

AGREEMENT

BETWEEN

U.S. ARMY GARRISON, HAWAII

AND

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 556

NONAPPROPRIATED FUNDS, USAG-HI

1996

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## PREAMBLE

This Agreement is by and between the Commander, United States Army Garrison, Hawaii (USAG-HI), hereinafter referred to as the "Employer" and Service Employees International Union (SEIU), Local 556, AFL-CIO, hereinafter referred to as the "Union."

## WITNESSETH

WHEREAS Chapter 71 of Title 5, United States Code, stimulates the effective conduct of Public Business by promoting orderly and constructive relations to permit greater employee participation in formulating and implementing personnel policies and practices affecting conditions of their employment, the Employer and the Union herewith agree on the following provisions as a clear statement of their respective rights and obligations; and

WHEREAS the Parties, in recognition of their responsibilities under Chapter 71 of Title 5, United States Code, assume a joint responsibility for the maintenance of an effective workforce, realizing that the attainment of this goal is necessary in order to provide maximum opportunities for continuing employment and good working conditions; and

WHEREAS The Parties agree to cooperate in efforts to actively combat absenteeism, carelessness, and any other practice which restrict the productive output and efficiency of the Unit; and

WHEREAS The Parties pledge their mutual support in efforts to eliminate waste; conserve time, materials, and supplies; encourage employee self-development and quality of workmanship; encourage the submission of improvement and cost reduction ideas; prevent accidents; and strengthen good relations among the Parties, the employees of the Unit, and the local community;

NOW, THEREFORE, The Parties hereto agree as follows:

## ARTICLE 1

### RECOGNITION AND UNIT DETERMINATION

SECTION 1. The Employer recognizes the Union as the exclusive representative of all employees in the Unit. The Union recognizes its responsibilities for representing the interests of all such employees with respect to grievances, personnel policies, practices, and other matters affecting their general working conditions without regard to Union membership.

SECTION 2. This Agreement applies to: All employees paid from Nonappropriated Funds (NAF) and who are employees of the U. S. Army Garrison, Hawaii (USAG-HI). All such employees are required to abide by this Agreement negotiated in their behalf.

SECTION 3. Excluded from the Bargaining Unit are those individuals who are supervisors, managers, professional employees, guards, and individuals engaged in personnel work in other than a purely clerical capacity, as certified by Case Number 73-540 by the Assistant Secretary for Labor Management Relations.

## ARTICLE 2

### ADMINISTRATION OF AGREEMENT

SECTION 1. This basic Agreement and any supplement hereto, hereinafter referred to as the "Agreement," shall be jointly administered by the Employer and the Union. In the administration of all matters covered by this Agreement, officials and employees are governed by existing laws and the regulations of appropriate authorities; by published agency policies and regulations in existence at the time this Agreement was approved; and by future laws and subsequently published agency policies and regulations required by law.

SECTION 2. The Union, upon request and to the extent permitted by security requirements, will be provided reasonable access to review regulations and directives covering personnel policies, practices, and matters affecting working conditions which are in the possession of the Employer.

## ARTICLE 3

### RIGHTS OF THE EMPLOYER

SECTION 1. Management officials retain the right to determine the mission, budget, organization, number of employees and internal security practices; and, in accordance with applicable laws, to:

- a. Hire, assign, direct, layoff, and retain employees; suspend, remove, reduce in pay or grade, or take disciplinary action against employees;
- b. Assign work, make determinations with respect to contracting out, and determine the personnel by which operations will be conducted;
- c. With respect to filling positions, make selections from among properly ranked and certified candidates for promotion or from any other appropriate source; and
- d. Take whatever actions may be necessary to carry out the Employer's mission during emergencies.

SECTION 2. Nothing in this Agreement shall preclude the Employer and the union from negotiating:

- a. At the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organization subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- b. Procedures which management officials of the Employer will observe in exercising any authority under this Article; or
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

SECTION 3. The right to make reasonable and necessary rules and regulations is an acknowledged function of the Employer, subject to any limitations set forth in this Agreement.

SECTION 4: The Employer, prior to implementing rules and regulations, as referenced above, shall properly discharge any obligation to consult and/or negotiate as appropriate with the Union as specified in applicable law or the terms of this Agreement. The Employer shall present a written draft of the proposed change to the Union via mail or facsimile. The Union will be provided not less than fourteen (14) calendar days to provide their views, comments and/or notice of desire to negotiate a specific negotiable issue(s).

SECTION 5. The Employer further agrees in exercising the above authority to make rules and regulations, to give consideration to any established practice(s) within the Unit which are brought to the attention of the Employer by the Union.

## ARTICLE 4

### RIGHTS OF THE EMPLOYEES

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

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

SECTION 2. Employees outside of the unit who are supervisors and managers, or employees engaged in personnel work in other than a purely clerical capacity, are precluded from participation in the management of the Union or from acting as representatives of the Union.

SECTION 3. Each employee, without fear of reprisal and regardless of whether he is a member of the Union, shall have the right to bring matters of personal concern to the attention of appropriate officials of the Employer or the Union under applicable law, rule, regulations, established Department of the Army policy, or the terms of this Agreement. Employees have the right to be represented by the Union without discrimination and without regard to labor organization membership.

SECTION 4. Employees may become and remain members of the Union and pay money to the Union either in cash or through a voluntary written authorization for the payment of dues through payroll deductions. However, nothing shall require an employee to remain a member except pursuant to Article 26, Section 5 of this Agreement.

SECTION 5. The Parties being aware of a mutual need for the maintenance of good and timely communications between employees and supervisors, the Employer agrees that in accordance with regulations, and the terms of this Agreement, employees will be provided access upon their request to review and obtain copies of records and documents which have a direct bearing regarding an action taken which adversely affect their employment status or working conditions. Such records and documents will be provided subject to applicable laws and regulations. Where necessary, reproduction costs will be paid by the employee.

SECTION 6. The Employer and the Union shall take such action as may be required to assure that employees are apprised of their rights described in this Article and that no interference, restraint, coercion, or discrimination is practiced within the Unit to limit or

impair these rights. Management officials and supervisors shall neither encourage nor discourage employees from belonging to the Union.

SECTION 7. Employees will be permitted to wear Union insignia at work, provided that such insignia are reasonable in size, appearance and content, and do not conflict with safety requirements or have a harmful affect on operations or the maintenance of discipline. Employees in uniform will be permitted to wear inconspicuous decals or buttons. Union insignia, decals or buttons will be forwarded to the Civilian Personnel Office *for* propriety prior to distribution.

## ARTICLE 5

### RIGHTS OF THE UNION

SECTION 1. The Union, as the exclusive representative of the employees in the Unit, is:

- a. Entitled to act for and to negotiate agreements covering all employees in the Unit.
- b. Entitled to be provided the opportunity to be represented at formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the Unit.
- c. Entitled to be given the opportunity to be represented at any examination of an employee in the Unit in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation. The Union and Employer will annually inform employees of their rights under this subsection.
- d. Entitled to exercise its rights in accordance with applicable laws and regulations and the provisions of this Agreement including the right to initiate mid-term and impact and implementation bargaining.

SECTION 2. The Union's right to be represented as provided in b above does not extend to informal discussions between an employee and a supervisor. However, if such discussions lead to consideration of possible modifications of personnel policies or other matters which management is obliged to discuss with the Union, decisions on such matters will not be made by management officials until this obligation is discharged.

## ARTICLE 6

### UNION REPRESENTATION

SECTION 1. The Union, as the exclusive representative of all employees in the Unit, recognizes its responsibilities for representing the interests of all employees in the Unit without regard to labor organization membership except as expressly provided hereinafter.

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

SECTION 3. The primary point of contact between the Union and the Employer, for the purpose of discussing questions which may arise concerning the general interpretation and application of this Agreement for the purposes of consultation, shall be:

For the Union: The Executive Director of the Union or his designee

For the Employer: The servicing Civilian Personnel Officer or his designee

a. Union Representatives who are not employees of the Employer or those in leave without pay status who desire admission to the Employer's premises, will make arrangements in advance, through the designated labor relations representative of the servicing Civilian Personnel Office. Such arrangements will normally be made telephonically and at least one workday in advance, and will be consistent with safety and internal security policies.

b. Management officials and supervisors who desire to consult with Union Representatives who are not employees in the Bargaining Unit will make arrangements for such visits with the designated labor relations representative for their visit.

c. The Union shall provide the servicing Civilian Personnel Officer, and maintain on a current basis, a list of names of Union Representatives. The Employer will provide and maintain on a current basis, a list of alternate management representatives in the event of the unavailability of the labor relations representative for the purpose of a and b above.

SECTION 4. The Union may designate a Chief Steward and, where necessary, an Alternate to serve within the following organizational segments:

- a. Directorate of Community Activities (DCA)
- b. Directorate of Resources Management (DRM)
- c. Directorate of Public Works (DPW)
- d. Civilian Personnel Advisory Center (CPAC)

SECTION 5. The Union will appoint a reasonable number of stewards and alternates, where necessary, for the organizational segments listed above and for the following installations:

- a. Fort Ruger
- b. Fort Shafter
- c. Tripler Army Medical Center
- d. Kilauea Military Camp
- e. Schofield Barracks
- f. Waianae Army Recreation Center
- g. All other USAG-HI NAF installations where bargaining unit employees are employed.

SECTION 6. The function of a Chief Steward or Steward under this Agreement is to:

- a. Receive, investigate and process complaints and/or grievances under the terms of this Agreement.
- b. Represent the employee(s) under the terms of this Agreement.

SECTION 7. Union Stewards shall be employees of the organizational element which they represent. Alternate Stewards will be appointed when necessary to serve in the absence of the designated Steward. In designating a Steward and/or alternate, the Union will give due consideration to distance, location and organizational entity to be serviced. The Union shall furnish the Employer, in "writing, and maintain on a current basis, a complete listing of all officials, representatives, stewards and alternates, if any, of the Union, together with a designation of the group of employees each is authorized to represent.

SECTION 8. The Union agrees that it will encourage its Stewards to use a reasonable amount of time when conducting appropriate business within the scope of this Agreement during duty hours. Such reasonable time will be authorized without loss of pay or

benefits, to permit recognized Chief Stewards and Stewards who are employees of the Employer to carry out their responsibilities to employees within the Unit as set forth in this Agreement.

## SECTION 9.

a. In situations where employees wish to see a Steward during working hours, the following procedure will be utilized:

(1) The employee shall request the assistance of a Steward through his immediate supervisor.

(2) The employee's supervisor shall inform the supervisor of the Steward that the employee requests representation.

(3) The request for representation shall normally be granted in a timely manner; however, if because of work commitments of a pressing nature the Steward's supervisor cannot reasonably approve such request, the supervisor will inform the Steward of the reasons for temporary disapproval and the time at which the Steward can reasonably expect to be released.

(4) Upon completion of the business between the Steward and the employee, the Steward will immediately report back to his supervisor and return to his work assignment.

b. In situations where the Steward must utilize work time in order to investigate a grievance, the following procedure will be utilized:

(1) The Steward will request to be released to pursue his investigation. He will notify his supervisor where he may be reached during his absence from the work site, if any.

(2) In the event that the Steward will be talking to an employee in his investigation, the Steward will obtain permission of the employee's supervisor through the Steward's supervisor to arrange a time that would be amenable to all parties concerned.

(3) In situations where the request cannot be granted, the procedures of Section 9a(3) will be followed.

(4) Upon completion of the business between the Steward and the employee, the Steward will immediately report back to his immediate supervisor.

(5) Contacts between employees and Stewards will normally take place in the immediate vicinity of the employee's work area; however, if this is impracticable, the

employee and Steward may move to another location with the permission of the employee's supervisor.

SECTION 10. The Union agrees that time granted in accordance with the above will not be used for any matter connected with the internal management, and/or operations of the Union. Official time granted to Stewards will be logged by the Steward's supervisor on the form provided as Appendix 1. The Steward will initial the form to verify the amount of time spent doing Union business.

SECTION 11. The Union recognizes that as a matter of good personnel practice, individual employees should resort first to their immediate supervisors for resolutions of their problems concerning personnel policies, practices and working conditions.

SECTION 12. The Employer agrees that Stewards and Chief Stewards will not suffer discrimination or retaliation, or be transferred from one work shift or work area to another because of participation in legitimate Union activities. The Employer agrees to consult with the Union prior to the reassignment of designated Stewards and Chief Stewards.

SECTION 13. Labor-management business will be conducted during the regular duty hours of the individuals concerned with the matter at hand. Exceptions to this provision may be made by mutual consent of the parties.

SECTION 14. Individuals involved in labor-management relations are expected to observe appropriate standards of personal behavior and conduct themselves in a temperate and courteous manner in mutual dealings.

SECTION 15. For Union sponsored training that is of mutual concern and benefit to the Employer and the employee, official time will be granted to a reasonable number of Union Stewards unless mission and work related needs prevent attendance. No more than one employee from each area as outlined in Article 6, Section 5 will be released for Union sponsored training at anyone time and such training will not exceed eight (8) hours a year for any employee. Exceptions to these limitations must be mutually agreed upon by the Employer and the Union. The Union will provide the Employer a training agenda and the list of Stewards scheduled to be trained at least thirty (30) days prior to commencement of training.

SECTION 16. The Employer will include in new employee orientations, the exclusive recognition status of the Union and will give each new regular employee a copy of the negotiated agreement. Within thirty (30) days from a new employee's reporting date, he will be provided the opportunity to meet the appropriate steward for his work area. With the employee's consent, the Steward will be allowed a brief amount of time not to exceed fifteen (15) minutes, to explain the function of the Union in representing employees and will be able to give employees a brochure describing the purposes of the Union at that time.

SECTION 17. Meetings will be held at a mutually agreeable time between representatives of the Employer and the Union on an as needed basis. Meetings may be requested by either party. The requesting party will advise the other party of the proposed agenda for the meeting.

## ARTICLE 7

### HOURS OF WORK

SECTION 1. The administrative workweek shall consist of a period of seven (7) calendar days designated in advance by the head of the Nonappropriated Fund activity. Normally, the administrative workweek will begin at 0001 hours, Thursday, and will end at 2400 hours the following Wednesday.

SECTION 2. The basic workweek for full-time employees shall be the 40-hour workweek within the administrative workweek established by the head of the Nonappropriated Fund activity. "Heads of Activities" shall include the Assistant Director for Community and Family Activities (ADCF A); all Division Chiefs within ADCF A; Director, Kilauea Military Camp (KMC); Chief, Central Accounting Office, Directorate of Resource Management; Chief, Housing Management Office, Directorate of Public Works; and chiefs of other Nonappropriated Fund activities, or their designees.

SECTION 3. The regularly scheduled administrative workweek shall be the minimum number of hours within the administrative workweek regularly scheduled each week for a full-time or for a part-time employee during which he is expected to be on duty. These hours may be scheduled as regular, irregular or rotating tours of duty, as defined below.

- a. Full tour of duty. A regularly scheduled weekly tour consisting of at least forty (40) hours of duty each week.
- b. Part-time tour of duty. A regularly scheduled tour consisting of from 20 to 39 hours of duty each week.
- c. Regular tour of duty. A tour which requires service on the same days and the same hours or shift of each administrative workweek.
- d. Rotating tour of duty. A tour which periodically requires service on a different shift, different hours of the day, or different days of the administrative workweek.
- e. Irregular tour of duty. A tour which may require service on different shifts, different hours of the day, or different days of the administrative workweek.

SECTION 4. Activity heads will establish a regularly scheduled administrative workweek for each regularly scheduled employee. This will not be less than a 40-hour tour for each full-time employee and not less than 20 hours nor more than 39 hours for each part-time employee. Flexible employees are those who work on an intermittent or regularly scheduled basis whose workweek does not normally exceed 19 hours a week. To ensure these employees are not working out of appointment category (i.e., not exceeding 19 hours a week on a scheduled basis), a quarterly report of hours worked will be provided to the Union. The Union will be notified and be provided explanations when flexible employees are working out of category (i.e., over 19 hours a week on a scheduled basis) for more than four (4) pay periods. Flexible employees will be converted unless the

basis for employment is temporary in nature, i.e., replacement for hire lag; peak workload; seasonal workload; extended leave.

SECTION 5. The regularly scheduled administrative workweek will ordinarily be scheduled over a period of five (5) consecutive days; it will not include more than six (6) days. The regularly scheduled administrative workweek will include the minimum number of hours the employee is expected to work each week.

SECTION 6. Whenever possible, tours of duty will be established for the same days of each week and for the same hours each day. To the extent possible, they will be established on consecutive days of the administrative workweek.

SECTION 7. If a regular tour of duty will seriously handicap the performance of a function or would result in substantially increased costs, rotating or irregular tours may be established. When a rotating or irregular tour of duty is established, employees will be given equitable treatment in regard to assignments involving Saturday, Sunday and night duty. Preference will not be given to some employees for assignments involving pay differentials. The necessity for a rotating or irregular tour of duty will be explained to employees of, and to applicants for, positions involving such tours.

SECTION 8. Tours of duty will be scheduled and posted two (2) weeks in advance and will cover a period of at least one (1) administrative workweek. Activity heads may make exception to this requirement when circumstances make advance scheduling impossible. The Union shall be consulted when there is a change from a regular to an irregular or rotating tour of duty.

SECTION 9. Tours of duty shall not be changed or adjusted solely to avoid the obligation for granting leave or premium pay for a holiday.

SECTION 10. Unless workload requirements dictate, an employee shall be granted a minimum of eight (8) hours between shift assignments on scheduled tours of duty.

SECTION 11. If it is necessary to have an off-duty period between two portions of a daily tour of duty, the employee will be completely free during such an off-duty period. The length of the period should be kept to a minimum.

SECTION 12. Insofar as practicable, the daily tour of duty shall be established in terms of full hours. When fractional hours are required, the daily tour will be expressed in full hour and quarter hour multiples.

SECTION 13. When the daily tour of duty begins on one calendar day and extends into the next, the day on which the tour begins will identify the tour for that day. For example, a tour beginning at 2000 hours, Friday, and ending 0430 hours, Saturday, is identified as the Friday tour of duty,

SECTION 14. For part-time employees, DA Form 3434, Notification of Personnel Action, Item 19, will reflect the minimum number of hours authorized, e.g., "Not less than 20 hours per week." These minimum hours must be accounted for in pay and/or leave records. In the case of an irregular or rotating schedule, the statement of minimum number of hours per week will be followed by either "Rotating" or "Irregular." If a seasonal tour of duty is established, the DA Form 3434 will, in addition, indicate the periods in a nonduty status.

SECTION 15. When it may become necessary to call employees back to duty in emergencies, activity heads may designate employees to be available for such a call during off-duty time under the following conditions:

- a. If more than one employee possesses a required skill, designations will be made on an equal rotating basis.
- b. The requirement that they make themselves available for emergency duty ordinarily will not extend beyond the requirement that they leave word at their homes as to where they may be reached.

SECTION 16. The designation of employees to be available for on-call is not a basis for additional compensation. Additional compensation will be paid if the employee is required to remain at his duty post, with his time and activity under the control of the employing activity. If the employee is called back to duty, however, a minimum of two (2) hours pay will be authorized.

SECTION 17. No employee will be scheduled for or called to duty for a period of less than two (2) hours.

SECTION 18. A compensable rest break of fifteen (15) minutes during each four (4) hours of continuous work shall be provided. Breaks will be scheduled as close as possible to the midpoint of the four (4) hour period or the shift, as appropriate. Rest periods will not be utilized to extend the lunch period nor to begin work late or leave work early.

SECTION 19. Meal periods during which the employee is entirely free of duty in connection with his job may not be considered duty time and the employee may not be compensated for the meal period. When the nature of an employee's duties requires that he remain at his duty station, an on-the-job meal period may be established. The employee will be paid time and a half for an on-the-job meal not in excess of 30 minutes and his total time at the duty station, including the on-the-job meal will be 8 1/2 hours. No employee will be required to work more than six (6) hours in any workday without a meal period. Meal periods will be indicated on the work schedule and will be scheduled for not less than thirty (30) minutes nor more than one (1) hour.

SECTION 20. Time spent in the performance of assigned incidental duties directly connected with the performance of a given job is included in the daily schedule of working hours. This includes time spent in travel which is an inherent part of and vital to

the work itself. However, travel from home or lodging to and from place of work is not considered work time. For example, time required by maintenance workers to secure working implements in the morning and, if necessary, change to protective clothing, and to return the implements and change back to ordinary clothing at the end of the workday is included in the tour of duty. The time permitted for such duties should be established in writing by the activity head and made known to all affected employees.

SECTION 21. Consideration of employees for reassignment from one shift to a required/vacant identical position(s) on another shift in the same operating section shall be done in the following manner:

- a. Consideration shall first be given to those qualified employees who volunteer for reassignment. Selection shall be based upon requirements of the activity and qualifications of employees. In the event two or more employees are relatively equal in qualifications, selection will be based on seniority.
- b. Employees shall indicate their desire to volunteer by notifying their immediate supervisor in writing.
- c. If insufficient qualified volunteers are available to meet the needs of the work situation, other employees will be considered beginning with the qualified employee with the least seniority in the required position. Subsequent consideration shall be made in the ascending order of seniority.
- d. Seniority for the purpose of this section shall be based on employee's service computation dates.

## ARTICLE 8

### OVERTIME

SECTION 1. Overtime is work or duties performed by employees in the Unit in excess of eight (8) hours per day, or in excess of forty (40) hours within the administrative workweek that is permitted, suffered, or ordered by the Employer in accordance with applicable laws and regulations.

SECTION 2. The Employer agrees that overtime work will be distributed in a fair and nondiscriminatory manner among employees in the Unit in the following manner:

- a. Volunteers for overtime work will first be taken from among those qualified employees who are currently performing the work at the job site where the overtime is to be performed. If additional employees are required, volunteers will be taken from among the workgroup which shares the work to be assigned at the job site involved.
- b. The Employer, when selecting an employee(s) for overtime work, agrees to give due consideration to the employee's health and welfare, whether the assignment will cause extreme hardship on the employee, the physical demands of the work, personnel availability, skills, and safety requirements. Overtime work shall not be assigned as a reward or penalty to employees.

SECTION 3. The Employer agrees to make a reasonable effort to notify employees of overtime assignments at least two (2) hours before the end of the shift preceding the overtime assignments.

SECTION 4. If a complaint should arise regarding the inequity in overtime distribution, the supervisor shall make overtime records of the employee(s) directly involved available to the employee(s) and his representative, if any.

SECTION 5. Pay for overtime work will be computed at one and one-half (1 1/2) times the basic rate of pay in accordance with applicable laws and regulations. Compensatory time off will not be authorized for non-exempt employees under the Fair Labor Standards Act, except for religious observance.

SECTION 6. If an employee(s) is called in to work at a time outside of, and unconnected with, his scheduled hours of work within the administrative workweek to perform unscheduled work, the employee(s) will be paid a minimum of two (2) hours pay for each such "call back" even though no work, or less than two (2) hours work is actually performed. If an employee(s) who is called back to work under this section is tardy in arriving at work and there is no longer any need for his services and the employee(s) has no reasonably acceptable excuse, the employee(s) will not be eligible for "call back" pay.

SECTION 7. The Union recognizes that the assignment of overtime work is a function of the Employer and employees assigned overtime work will normally be required to work such assignments. If an employee who is selected to perform overtime work desires not to perform such work and another qualified employee volunteers to take the assignment, the supervisor will normally allow the volunteer to work in lieu of the selected employee(s). In the event the supervisor does not assign the overtime to the volunteer(s), the supervisor will provide reasons for his decision to the employee selected to work overtime. When the employee is assigned overtime, whether *by* reason of volunteering or at the direction of the supervisor, the employee will be expected to report for duty as specified, and if he fails to report, the employee may be subject to disciplinary action.

SECTION 8. A qualified employee, for purposes of this Article, means those employees who possess the necessary skills and job qualifications to perform the work in a safe and efficient manner.

## ARTICLE 9

### HOLIDAYS

SECTION 1. All employees entitled to holiday pay shall observe the following national or legal holidays:

First day of January (New Year's Day)  
Third Monday of January (Martin Luther King Day)  
Third Monday of February (President's Day)  
Last Monday of May (Memorial Day)  
Fourth day of July (Independence Day)  
First Monday of September (Labor Day)  
Second Monday of October (Discoverer's Day)  
Eleventh day of November (Veterans Day)  
Fourth Thursday of November (Thanksgiving Day)  
Twenty-fifth day of December (Christmas Day)  
Any other day designated as a holiday by Federal statute or Executive Order.

SECTION 2. For the purpose of pay and leave, the day to be treated as holiday and entitlement to holiday premium pay are determined in accordance with regulation, as follows:

- a. When a holiday falls on a workday in an employee's basic workweek, that workday is his holiday. "Basic workweek" is defined as the forty (40) hour workweek within the administrative workweek for full-time employees as established by the Employer.
- b. When an employee's basic workweek includes Monday through Friday and a holiday falls on Sunday, the following Monday shall be his holiday. When a holiday falls on a Saturday, the preceding Friday shall be his holiday.
- c. For an employee whose basic workweek is other than Monday through Friday, and a holiday falls on a day outside his regularly scheduled workweek, the day to be treated as the holiday will be the day of the regularly scheduled workweek which immediately precedes or immediately follows the observance of the holiday as determined by the Employer.
- d. When an employee eligible for holiday leave has a workday or tour of duty on a holiday (or the day that becomes his holiday) covering portions of two (2) calendar days, he will be granted holiday leave for the workday that commences on the holiday (or the day that becomes the employee's holiday). If required to work on that day, he will receive holiday pay. If the regularly scheduled hours include a workday which begins on the day before the holiday and extends into the holiday, he will be required to be on duty for that workday unless annual leave for that day is approved.

e. Regular and Flexible employees regularly scheduled on a holiday are eligible for holiday leave. Regular and Flexible employees are entitled to holiday premium pay when they work on a holiday. To be eligible for holiday pay, employee must be in a pay status immediately before or immediately after the holiday.

f. To allow for continuity of operations, the Employer may designate alternative days as the holiday for individual employees when strict application of the "day preceding or day succeeding" rule would result in disruption to the work. Holidays under this section will be administered in the following manner:

- (1) Designation of holidays, including alternate holidays, will be reflected on activity work schedules.
- (2) When an alternate holiday is designated, it will consist of an equal number of hours as originally scheduled for the actual holiday.
- (3) Alternate designated holidays will be scheduled within two (2) pay periods following the actual holiday.

SECTION 3. The Employer agrees that employees scheduled to work on a holiday may be excused from working provided other unscheduled qualified employee is available and willing to work and there is no increased cost to the Employer.

## ARTICLE 10

### SICK LEAVE

SECTION 1. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve their sick leave so that it will be available to them in case of extended illness.

SECTION 2. Earning rates. Regular employees (regular full-time and regular part-time) earn sick leave at the rate of five percent (5%) of the hours in a pay status up to a maximum of 40 hours per week. The minimum accrual is 1/4 hour in a pay period. Sick leave is earned from the first pay period and may be used when earned. Flexible employees have no entitlement to sick leave. There is no maximum accumulation of sick leave.

SECTION 3. Sick leave, if available, shall be granted to employees when they are incapacitated for the performance of their duties by bona fide illness or injury, or in other circumstances as set forth in applicable regulations or the terms of this Agreement.

SECTION 4. Employees will normally be required to furnish a medical certificate to substantiate all absence on sick leave, if such leave exceeds three (3) consecutive workdays. However, when circumstances are such that requiring a medical certificate is not reasonable, the employee's personal certificate of his illness may be acceptable. Approval of the employee's personal certificate is at the immediate supervisor's discretion. The medical certificate will be submitted to the employee's immediate supervisor within one (1) workday after the employee's return to duty. In cases of sick leave of extended duration, medical certificates will be required on a biweekly basis. If the Employer has reason to believe that an employee is abusing sick leave, a medical certificate will be required to substantiate absences of any duration. In such cases, the following procedures shall be utilized:

- a. The employee may first be counseled that because of his questionable sick leave record, a medical certificate may be required for each subsequent absence on sick leave.
- b. If this counseling does not bring about a significant improvement within a period not to exceed sixty (60) days in the employee's sick leave record, the employee will be advised in writing that a medical certificate will be required for any absence due to illness regardless of duration. The written notice will also explain why the employee is suspected of abusing sick leave.
- c. This requirement for a medical certificate will be reviewed every six (6) months. If the employee's record of sick leave significantly improves, it will be rescinded in writing, if warranted. If there is no improvement or the improvement is insignificant, disciplinary and/or other action may be taken. Copies of the written notice shall not be made a part of the employee's official personnel folder.

SECTION 5. Regular full-time and regular part-time employees who are incapacitated due to serious disability or illness may be advanced sick leave on an individual case basis. Such advances will be limited to deserving cases of serious disability or ailments, when in the opinion of the Employer the situation so requires. The following conditions must be met prior to advancing any sick leave:

- a. All of the accumulated sick leave to the employee's credit must be exhausted. The employee will be expected to use any annual leave he might otherwise forfeit.
- b. The amount of sick leave advanced to an employee's account may not exceed thirty (30) days at any time. When it is known that the employee is to be separated from the rolls or retired, the amount will not exceed an amount which can be liquidated by accruals prior to separation.
- c. There must be reasonable assurance that the employee will return to duty after his period of incapacitation.
- d. Application for advance sick leave must be accompanied by a medical certificate signed by a licensed physician or practitioner.

SECTION 6. Employees who desire non-emergency medical, dental, or optical examination or treatment shall endeavor to schedule such appointments after working hours or on non-workdays. When this is impracticable, requests for sick leave to cover such examination or treatment shall be submitted as far in advance as possible, and shall specify the date and time of the appointment.

SECTION 7. The employee shall notify his immediate supervisor, or the acting supervisor in his absence, if the employee is prevented from reporting for work because of incapacitating illness or injury. Such notification will normally be made by the employee prior to the beginning of the employee's tour of duty, unless compelling reasons prevent such a report being made. Whenever possible, at least two (2) hours notice prior to the absence is required to permit management the opportunity to arrange necessary rescheduling of other employees or to make other appropriate adjustments. The employee will inform his supervisor of the nature and the expected duration of the illness or injury if he knows it. Employees sent home from work because of illness or injury must notify the immediate supervisor on the following workday, if the employee is still incapacitated. When any absence due to illness or injury extends from one workweek into another, the employee shall notify the appropriate supervisor on the first workday of the second week, and on the first workday of each workweek thereafter for the duration of the illness or injury.

- a. If the employee is too incapacitated to personally notify the supervisor, a responsible person acting on his behalf may notify the supervisor.
- c. In cases of questionable sick leave record, the supervisor may require the employee's personal notification only rather than that of another person.

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

SECTION 9. An employee who is injured on the job will be considered in a duty status, and will receive pay without charge to leave for the time required to obtain emergency treatment, to the extent that the time falls within his prescribed hours of work for that day. If, at the advice of the physician, the employee does not return to duty, the employee will cease to be in a duty status from the time he leaves the medical facility and will be entered in a sick leave status.

## ARTICLE 11

### ABSENCE FOR FAMILY RELATED REASONS

SECTION 1. The Family and Medical Leave Act (FMLA) will be administered in accordance with applicable laws and regulations.

- a. Employees who have completed twelve (12) months of service are entitled to twelve (12) weeks of unpaid leave for childbirth and care of the newborn; adoption or foster care placement; a serious health condition suffered by the employee; and to care for any of the employees' immediate family members who has a serious health condition.
- b. Whenever an employee's leave is foreseeable, the employee must notify his supervisor at least thirty (30) days before the leave is anticipated to begin. If, however, the need for the leave is unforeseeable, the employee must notify the supervisor as soon as practicable.
- c. During periods of leave without pay, employees' coverage under medical and life insurance will automatically continue. Employees will be required to reimburse the Employer for the employees' share of the premium paid during their leave without pay. Employees who do not want uninterrupted coverage must notify the Employer.
- d. Employees who take FMLA leave will be returned to the same or an alternate equivalent position, with equivalent benefits, pay status and other terms of employment.

SECTION 2. The Employer shall apply the provisions of the Federal Employees Family Friendly Leave Act to all members of the bargaining unit. Sick leave may be used to care for a family member because of physical or mental illness; injury; childbirth; or medical, dental or optical examination; to make funeral arrangements or attend the funeral of a family member; or to make arrangements related to the adoption of a child.

- a. A regular full time employee may use 40 hours of sick leave each leave year and an additional 64 hours if they have a balance of 80 hours of sick leave. Regular part time employees may use sick leave up to the amount equal to the average number of hours they work in a week.
- b. Family members are defined as spouse and his/her parents; children and their spouses; parents; brothers and sisters and their spouses; and others whose close association with the employee is equivalent of a family relative.

## ARTICLE 12

### ANNUAL LEAVE

SECTION 1. Regular full-time and regular part-time employees will earn annual leave in accordance with regulation for all hours in a pay status up to a maximum of 40 hours per week. The amount of annual leave earned depends upon the employee's total creditable service which includes prior service with a DOD NAFI as a regular full-time and part-time employee; prior creditable appropriated fund service if the employee moved to a NAF position without a break in service of more than one day; and for creditable military service terminated by honorable discharge.

- a. Leave will accrue at the following rates:
  - (1) Employees with less than three (3) years of service will accrue five percent (5%) of the total hours in the basic workweek.
  - (2) Employees with three (3) years but less than fifteen (15) years of service will accrue seven and one-half percent (7.5%) of the total hours in the basic workweek, except that the final biweekly period of the leave year, when it will accrue at rate of twelve and one-half percent (12.5%) of the total hours in the basic workweek.
  - (3) Employees with more than fifteen (15) years of service will accrue ten percent (10%) of the total hours in the basic workweek.
- b. Accrual of annual leave is a right of the employee in that its accrual may not be denied.

SECTION 2. Although the accrual of the annual leave is a right granted to the employee, the use is subject to the prior approval of the appropriate supervisor. Subject to workload and staffing requirements, an employee's request for annual leave will be granted if submitted on SF 71 (Application for leave), at least two (2) weeks prior to the day on which leave is desired. If the leave is not approved, the employee will be notified in writing no later than five (5) workdays.

SECTION 3. A request for annual leave for emergency or for personal reasons will be considered on an individual case basis. When a request for annual leave has been denied, the employee will be provided the reason(s) therefore by the supervisor who disapproved the request.

SECTION 4. In the event that two employees request leave for the same period of time and only one can be granted leave, the senior employee will be given preference except for the following popular holidays: Thanksgiving, Christmas/New Year's Day and spring break. Leave will be granted on a rotational basis for these holidays.

SECTION 5. The Employer agrees to afford all employees the opportunity to use accrued excess leave during each leave year, to the extent possible. Full consideration will be given to the employee's stated preference. If leave was properly scheduled in advance and operational requirements, as determined by the Employer, prevent taking

such scheduled excess leave, that amount may be authorized in excess of maximum limits, in accordance with applicable regulations. Employees are expected to pay heed to the extent of their accumulation of excess annual leave and to schedule their requests accordingly.

SECTION 6. By March, the Employer will establish a tentative schedule of annual leave to be taken by eligible employees during that leave year. Employees will make a reasonable effort to adhere to the tentative leave schedule. In establishing the leave schedule, the Employer will consult with each employee. Full consideration will be given each employee's most preferred leave period. When it is necessary to restrict the number of employees granted leave during a particular period, due consideration will be given to such factors as operating needs, skills availability, and elapsed time since the employee's return from his last leave. Where all other factors are judged to be substantially equal, the employee with the greatest seniority shall be given preference for the desired leave period, except for peak holiday periods as stipulated in Section 4. Seniority shall be determined by the service computation dates of the concerned employees.

SECTION 7. Projected leave schedules will be maintained by appropriate supervisors and will be made available by the supervisor to an employee upon request. The Employer will notify employees affected by changes in the projected leave schedule. An employee may request changes in the projected leave schedule. The supervisor will normally approve such changes unless work or skill requirements prohibit approving such requests.

SECTION 8. An employee who becomes ill or injured while he is on vacation and who because of such illness or injury is physically confined to a facility by a physician's statement while on annual leave shall have his days of actual confinement credited to sick leave, if available, and he shall later be rescheduled for additional days of vacation. The employee must present a written physician's statement to the Employer in order to receive sick leave benefits during a vacation period.

SECTION 9. Should an emergency arise which prevents an employee from reporting to work, the employee may request leave by telephone or other means. Such a request shall be made as soon as possible prior to the start of the employee's regular shift. If the person receiving the information is other than the employee's immediate supervisor, information on how to contact the employee will be provided for the supervisor's possible use. It is understood in cases where there is considered to be insufficient justification for the absence or where the reason for the absence is such that leave could have been requested in advance, call-in leave request will not normally be approved.

## ARTICLE 13

### ADMINISTRATIVE LEAVE AND EXCUSED ABSENCES

#### SECTION 1. Court Leave.

A regular full-time or regular part-time employee will be authorized paid absence from official duties without charge to leave for official jury duty or for attending court in the capacity of a witness on behalf of the U.S. Government or a nonappropriated fund instrumentality of the U.S. Army Garrison, Hawaii. The employee must present the court order, subpoena, or summons to his supervisor as far in advance as possible so that arrangements may be made for his absence. Upon return to duty, written evidence of his attendance at court is required, showing the dates (and hours, if possible) of the service. Since the employee is on paid absence, he must surrender the per diem check, less payment for travel expenses to the appropriate NAF Fund.

#### SECTION 2. Excused Absences

a. A regular full-time or regular part-time employee should be excused from duty with no charge to leave or loss of pay to make blood donations for which the employee is not paid. When the employee's absence is excused for this purpose, he will be authorized up to four (4) hours time in addition to the time required to travel to and from the blood center.

b. A regular full-time or regular part-time employee should be excused from duty with no charge to leave or loss of pay to vote or register in any election on a civic matter of local or national nature. If the polls close less than three hours after the scheduled end of an employee's shift or open less than three hours prior to the start of an employee's shift, the employee will be excused for as much time as will allow him three hours in which to vote either immediately after the polls open or prior to the time they close, whichever requires less excused time. Excused absence should not be granted to an employee to register to vote in any election if registration can be accomplished on a nonworkday or outside work hours.

c. A regular full-time or regular part-time employee should be excused from duty with no charge to leave or loss of pay to participate as a pall-bearer, member of a firing squad, or honor guard in a funeral ceremony for a member of the Armed Forces of the United States.

d. A regular full-time or regular part-time employee should be excused from duty with no charge to leave or loss of pay for brief absences or tardiness of less than one hour, if the reasons are justifiable to the approving authority.

### SECTION 3. Military Leave.

Military leave for a regular full-time or regular part-time employee, who is a reservist of the Armed Forces of the United States or a member of the National Guard, shall be granted in accordance with applicable regulations.

### SECTION 5. Shutdown of an Activity

- a. When conditions warrant, the Employer has the authority to shut down all or part of a nonappropriated fund activity. The shutdown may be due to military necessity, weather conditions, natural phenomenon or other events beyond the control of management.
- b. During periods of shutdown, all regular full-time and regular part-time employees will be authorized administrative leave without charge to leave or loss of basic pay unless advance notice is given.
- c. The authority to excuse employees administratively should not be used when the period of interrupted or suspended operations can be anticipated sufficiently in advance to permit arranging for assignment to other work or the scheduling of annual leave. When 24 hours advance notice is given, an employee who cannot be assigned to other work may elect to be placed on annual leave or leave without pay. Efforts will be made to keep to a minimum the occasions on which an employee is required to take leave with 24 hours notice.
- d. When employees eligible for administrative leave are prevented from working for managerial reasons (e.g., early closure because of no patrons), they will be excused without charge to leave or loss of basic pay for their regularly scheduled hours for that day, unless reassignment or rescheduling can be accomplished, or unless 24 hours advance notice has been given.

## ARTICLE 14

### ON-THE-JOB INJURY, ILLNESS AND WORKER'S COMPENSATION

SECTION 1. On-the-job injuries will be administered in accordance with AR 215-1.

SECTION 2. Employees who have incurred disabling injuries will not return to duty until the employee has been declared fully capable of performing his duties or other appropriate work by an approved medical authority who is acceptable to the Employer.

SECTION 3. When an employee is injured on the job, the employee and the appropriate supervisor will immediately prepare the Form LS-202 and LS-1. The Employer will arrange for immediate medical treatment for the employee at a military medical facility (in emergency cases only) or a civilian physician. The use of military medical facilities is normally limited to initial or emergency treatment only. In nonemergency cases, and subsequent to initial treatment, employees will be required to select their own civilian physician and civilian medical facility. If the injured employee has no transportation or is unable to drive, the Employer shall arrange transportation for the employee to the selected medical facility or physician. Determination of appropriate means of transportation rests with the Employer.

SECTION 4. The Employer will assure that the employee who is hospitalized as a result of an on-the-job injury, to the extent practical, will be advised of his rights under the worker's compensation program, and assist the employee in filing a claim, if such assistance is desired.

SECTION 5. An employee who is injured on the job will be considered in a duty status, and will receive pay without charge to leave for the time required to obtain emergency treatment, to the extent that the time falls within his prescribed hours of work for that day. If, at the advice of the physician, the employee does not return to duty, the employee will cease to be in a duty status from the time he leaves the medical facility and will be entered in a sick leave status.

SECTION 6. On-the-job injury

a. Employees covered by worker's compensation insurance will be granted sick leave or leave without pay. If sick leave is applied, payments (rounded out to the nearest hour) in an amount which, when added to worker's compensation benefits, approximates, but does not exceed the employee's basic salary.

b. When payment of worker's compensation benefits is delayed, the employee may be authorized the payment of accrued sick leave up to an amount not exceeding his basic salary. Upon payment of worker's compensation benefits, an amount equal to the amount granted under those benefits will be refunded to the custodian of the employing nonappropriated fund. The employee's account will be recredited with the number of hours equivalent to the amount so returned and leave without pay substituted for the

number of hours so recredited. If sick leave is exhausted and annual leave is paid in lieu of sick leave, the annual leave will first be recredited in full and the balance recredited to sick leave. When sick leave or annual leave is granted under this provision, an express agreement to the refund provisions set forth above will be made in writing with the employee or his representative, prior to making any sick leave or annual leave payments.

c. If the employee elects to be placed on leave without pay for the entire period of his absence due to the injury, and compensation is denied by the Office of Worker's Compensation Programs, any sick or annual leave to the employee's credit may be substituted for an equivalent amount of leave without pay, if the employee so requests.

SECTION 7. When practicable, the Employer agrees to notify the appropriate steward of all major on-the-job illnesses or injuries involving members of the Unit which result in lost time.

## ARTICLE 15

### SAFETY AND HEALTH

SECTION 1. The Employer and the Union agree that in order to maintain a healthy and productive workforce, the Employer will make every reasonable effort to insure that safe and healthy working conditions are maintained at the work site. It is the responsibility of the employees to follow safe work practices and to report unsafe working conditions to their supervisors. It is the responsibility of the Union to refer all employee complaints of unsafe conditions to the Employer.

SECTION 2. Employees and supervisors alike are encouraged to report unsafe or unhealthy conditions and to make suggestions as to how conditions can be corrected in a practical and cost effective way. If the condition or practice is not corrected, the employee may pursue his complaint to the Safety Office for resolution.

SECTION 3. Employees will wear protective equipment furnished and/or prescribed by the Employer while performing assignments and will observe safe work practices. Employees who are assigned to work that may be hazardous to their health shall be given periodic medical examinations as listed in applicable regulations or instructions.

SECTION 4. No employee shall be required to work where the appropriate safety official (USAG-HI Safety Office) has determined that work operations should cease due to conditions presenting imminent danger to employees. All safety equipment which employees may be required to use to insure safe and healthy conditions in connection with their assigned work will be furnished at the expense of the Employer.

SECTION 5. Upon request of the Union, a Safety Committee will be established at a specific work center location for the purpose of advising management officials on the matter of worker safety. The function of the committee will include the review, consideration and referral of safety recommendations and suggestions received from records and accident prevention methods and participation in the promotion of the Safety Program. The Union shall appoint up to one-half of the members of the Safety Committee. The Chairperson will be elected by committee members. Meetings shall be held as determined to be necessary by the Safety Committee. The Directorate of Community Activities (DCA) Safety Officer or his designee will serve as an advisor to the committee.

- a. Safety Committee may recommend to the Employer specific training appropriate and necessary to the Committee. The Employer will determine training deemed appropriate to the Safety Committee.
- b. Employees attending Safety Committee meetings or training shall be on official duty time without loss of pay or charge to leave.

SECTION 6. Should an employee be medically certified as incapacitated and thereby unable to perform the full range of assigned duties for a period of more than thirty (30) calendar days, every feasible attempt will be made to temporarily assign him to an established position or set of duties within his physical capacity.

SECTION 7. The Union joins the Employer in support of the Employer's program for Alcohol and Drug Abuse, available to civilian employees. A wholly voluntary and confidential program, the Union agrees to encourage its use by employees whenever circumstances indicate the possibility of assistance.

## ARTICLE 16

### UNIFORMS

SECTION 1. Where the Employer requires that employee(s) wear a specifically distinctive or unusual mode of dress incident to the employee's assigned duties, such prescribed uniforms shall be provided by the Employer in such quantity as to allow the employee(s) to maintain a neat and clean appearance without requiring the cleaning of the uniform on a daily basis. Employees will wear such uniforms as prescribed by the Employer (or a personally owned substitute not prescribed, but authorized by the Employer) and will not alter, change or otherwise tailor the prescribed and issued uniforms without the express consent of the Employer. The Employer agrees to make reasonable provision for turn-in and reissuance of uniforms due to normal fair wear and tear. Such reissuance based upon fair wear and tear will be accomplished without cost to the employee. Uniform replacements necessitated by negligence of an employee will be at the employee's expense.

SECTION 2. The Employer reserves the right to establish reasonable dress requirements for employees not required to wear a uniform. Prior to implementing such dress requirements, the Employer will consult with the Union.

SECTION 3. Upon termination of employment, the employee is responsible for returning any issued uniforms to the Employer, or reimbursing the Employer the reasonable cost thereof.

SECTION 4. The Employer agrees to assume responsibility for the maintenance and cleaning of prescribed uniforms of employees whose duties subject them to conditions of unusual soilage (e.g., cook's and mechanic's uniforms, etc.). In addition, the Employer will assume responsibility for the maintenance and cleaning of prescribed uniforms which require an unusually or unreasonably expensive cleaning process. Employees will bear the expense of costs associated with the maintenance and cleaning of authorized, but not prescribed, personally owned substitute uniforms. In all other situations, the employee shall be responsible for care and cleaning of clothing such that they shall present a clean and neat appearance.

SECTION 5. As used in this Article, the term "uniform" shall mean a specific and distinctive article of apparel specifically prescribed for wear by employees by the Employer.' General requirements as to type, e.g., aloha attire, or coat and tie, shall not be deemed to constitute a uniform requirement. When employees are required to dress according to prescribed color schemes, light/dark, or prescribed colors, this attire shall be considered to be a uniform requirement, and shall conform to the provisions of this Agreement. Employee(s) shall be required to wear a mode of dress consistent with good taste, public decency, and sound business practice at the work site; and this requirement shall not be deemed to constitute a "uniform" requirement.

## ARTICLE 17

### TRAINING AND DEVELOPMENT AND UPWARD MOBILITY

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

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

- a. Employee's overall need for training.
- b. Employee's potential for advancement.
- c. The degree and type of benefits which will result from the employee's improved knowledge, skill, attitude, and performance.
- d. Employee's previous training record.
- e. Employee's own interest and effort to improve his work. If training is given primarily to prepare employees for advancement and is required for promotion, selection for such training shall follow competitive placement procedures and this Agreement to insure fair and equitable consideration for such training.

SECTION 3. When work emergencies or fund shortages cause reduction or cancellation of scheduled employee attendance at any training course, the Employer agrees to reschedule such attendance where practicable. The Employer agrees that such action will be taken only for just cause, and that an employee whose attendance is canceled will be notified of the reasons therefor.

SECTION 4. The Employer agrees to offer and administer a tuition assistance plan under which eligible employees will receive tuition assistance for Employer approved courses of instruction at accredited educational institutions. The employee will make a written request for tuition assistance through his immediate supervisor, stating course title, cost and applicability to his position. If both the training course and the employee's

attendance are approved by the Employer, the Employer agrees to pay tuition and related costs for training subject to proof of satisfactory completion of the course, and, if necessary, completion of a continued service agreement. Such training must clearly be expected to result in improved skills, knowledges and abilities in the performance of the present assignment or a planned future assignment, or training which is in direct support of an established training plan for upward mobility.

SECTION 5. As part of the annual Training Needs Survey, supervisors will identify and discuss individual employee educational and training needs, to include tuition assistance and upward mobility plans. The Training Coordinator, ADCFA, or his designee, will be available at the request of an employee and/or supervisor in order to provide further help in determining training or educational needs, and developmental counseling for the employee.

SECTION 6. The Employer agrees to consult with the Union in the development of the Upward Mobility Plan of Action to provide employees with the maximum opportunities to advance to their highest potential. Whenever the Employer establishes training programs to meet specific needs within available resources (e.g., Upward Mobility), they will be in written form and include courses and developmental experience available to eligible employees. A written record will be maintained on each employee undergoing such training or developmental experience until completed or terminated. A copy of the written record will be furnished to the employee, the supervisor, and the employee's official personnel folder.

SECTION 7. Normally, employees serving a probationary period shall not be considered for Employer sponsored training outside their job title to the exclusion of equally qualified employees who have completed their probationary period, unless such training will be in the best interest of the Employer and the employee concerned, such as in situations where there are insufficient employees for training.

SECTION 8. To the extent possible, employees who are required to provide on-the-job training to others shall be of a grade equal to or higher than the grade of the employee trainee. The first line supervisor has the ultimate responsibility to ensure adequate training is provided to incoming employees.

## ARTICLE 18

### POSITION CLASSIFICATION

SECTION 1. The Employer agrees that employees will be fully utilized in work appropriate to their position title and at a level commensurate with their pay except for those employees holding retained rates (saved pay) or in those instances when the Employer finds it necessary to temporarily assign employees to other duties (See Article 20).

SECTION 2. For positions classified using the Office of Personnel Management Job Grading Standards, or the Department of Defense Nonappropriated Job Grading Standards for blue collar positions, the following provisions apply:

a. Any employee who believes that his position has been improperly classified may meet with his supervisor who will explain the basis upon which the job has been evaluated. The review shall include discussions to determine the employee's actual, regular work assignments over a representative period of time, as related to the employee's current job description. Complaints on the accuracy of job descriptions may be addressed further under the negotiated grievance procedure.

b. A formal position classification appeal may be filed in accordance with AR 215-3 when the employee disagrees with the Employer's determination of the official title of his job, or with its series, grade, or pay category.

c. An employee has the right to select a representative of his own choosing (other than a representative of the U.S. Army Civilian Personnel Office, Hawaii, or an individual designated as an Appeals or Grievance Examiner) to assist him in the preparation of his job evaluation complaint or appeal, and the complaint or appeal shall be processed in accordance with applicable regulations. Upon the employee's request, the Union will have the right to review all documents pertaining to the case.

SECTION 3. Duties and qualifications for positions that are covered by pay banding will be documented on position guides. Managers and supervisors will develop position guides in accordance with the Department of Defense description of pay levels. The Civilian Personnel Office will evaluate positions in pay band three (3) and four (4) to determine the exempt/nonexempt status of the position in accordance with FPM Letter 551 and will maintain copies of all position guides.

a. Employees who feel they are not in the correct pay band may discuss this with their supervisor.

b. If a satisfactory resolution cannot be found, the issue may be further addressed through the negotiated grievance procedure up to arbitration.

SECTION 4. The Employer agrees to stress to management officials and supervisors at all levels the prohibition against using their official position to influence employees to render services for the managers' or supervisors' gain, either on or off duty .

## ARTICLE 19

### PROMOTION AND PLACEMENT

SECTION 1. It is the policy of the Employer that the selection for any position will be based solely on merit and qualifications and will conform to the provisions of applicable laws, regulations and the terms of this Agreement. Within this policy, it is the Employer's intent to utilize the skills and potential of all employees to the mutual benefit of all parties, and to give ample opportunity to employees for progressive development in accordance with merit and competitive promotion procedures.

SECTION 2. The minimum area of consideration for filling vacancies in the Bargaining Unit on the Island of Oahu will be determined by the management official with the recruitment authority to fill the vacancy. The minimum area of consideration for each vacancy to be filled competitively will be established by the recruiting official based on such considerations as probable availability of qualified employees within the minimum area, development and progression of well qualified employees in the organization in which the vacancy is located, the urgency of filling the vacancy and requirements of equal employment opportunity. For vacancies on the Island of Hawaii, the minimum area of consideration will be Armed Forces Recreation Center, Kilauea Military Camp. When the minimum area of consideration is all Army nonappropriated fund activities serviced by the NAF Personnel Division and it is expanded, current and former employees, who are among the best qualified candidates in the minimum area of consideration, will be given selection preference after Spouse Employment Preference and Involuntary Separated Military eligibles. The Union recognizes that the Employer may fill vacancies by methods other than promotion, such as appointment, transfer, reassignment, and placement actions mandated by regulation and/or law.

SECTION 3. The Employer will announce all vacancies within the minimum area of consideration by posting notices of such vacancies on official employee bulletin boards of Army nonappropriated fund organizations located within the minimum area for a period of not less than three (3) consecutive workdays before the closing date of the announcement. Announcements will be posted for seven (7) consecutive workdays if the area of consideration is expanded beyond the immediate work site. Such announcements will clearly state the minimum qualification requirements for the position, the procedures to be followed in applying for the position and other information required by regulation. The Union shall be furnished copies of all vacancy announcements, normally at the time of issuance. An employee on temporary duty, leave, extended training or other temporary absence may request his supervisor to file applications in his behalf for specific vacancy announcements for which the employee is qualified and interested.

SECTION 4. The Employer will evaluate all candidates for announced vacancies and determine the best qualified candidates on the basis of current skills, knowledge, abilities and personal characteristics which are possessed by the candidates and which are directly related to the requirements of the job to be filled. All of the best qualified candidates referred for a vacancy will be notified as to whether they were or were not selected.

SECTION 5. The Union, upon request, will be provided the opportunity to review a promotion action in progress. The Union may inquire of the NAF Personnel Division the reason for the presence or absence of candidates on the Referral List. The review by the Union will not unduly delay any selection action, as efforts to complete the promotion will continue.

SECTION 6. As an exception to competitive promotion/placement procedures, an employee demoted or reduced in hours for reasons other than personal cause will be given first consideration for position vacancies within the Unit at his former grade level/hours of work or any intervening grade/hours of work for which he is well qualified and available. Consideration of an employee eligible for repromotion/placement under this section will precede efforts to fill a job vacancy by other competitive means, except when another individual has a statutory or regulatory right to be placed in or considered for the position. However, in order to expedite recruitment, vacancy announcements will be published requesting employees eligible for the special consideration to apply for the position if interested. All such employees found eligible for this special repromotion/placement consideration and qualified for the vacancy will be referred for selection consideration prior to preparation of a competitive referral list. Such special consideration will be given for a one-year period from the effective date of the employee's demotion or reduction in hours. Non-selection of an employee entitled to this special consideration will be justified in writing.

SECTION 7. Changes in existing promotion and placement policies will be referred to the Union for review and comments prior to implementation.

SECTION 8. Upon receipt of a bona fide, timely, oral, telephonic, or written notice from an employee concerned or his Union representative that a promotion action in progress which directly affects the employee does not conform to agency regulations or this Agreement, the Employer will promptly investigate the facts and allegations. Before effecting the promotion action involved, the Employer will make a determination that a violation did or did not occur by a review of the complaint, the promotion file, official personnel files, and other related documents. The review will be completed within seven (7) calendar days of receipt of the complaint. If a violation did occur, the Employer will take prompt action to rectify the error. In cases of promotion actions that have already been effected before the violation was discerned, the promotion may be invalidated. If the promotion resulting from the action in which the violation occurred is not invalidated, the employee concerned will be given special automatic consideration only for the next vacancy at the same grade for which he is found best qualified before candidates under new promotion or other non-mandatory placement actions are considered. This special consideration is given only if the employee was erroneously omitted from the best qualified group. Reasons shall be given to the employee in writing if he is not selected under this special consideration. It is understood that repromotion priority eligibles receive consideration ahead of employees in the foregoing category.

## ARTICLE 20

### TEMPORARY WORK ASSIGNMENTS - DETAILS AND TEMPORARY PROMOTIONS

SECTION 1. Employees who are directed to perform new or additional major duties for a limited period shall be detailed or temporarily promoted, as appropriate, in accordance with the terms of this Agreement and applicable regulations, for the purpose of meeting mission requirements.

SECTION 2. A detail is a temporary assignment of an employee to a different job description/position guide for a specified period of time without a change in grade or pay status.

The following general guides will apply in determining the use of details:

a. Details are intended for meeting the temporary needs of the Employer when necessary services cannot be obtained by other practical means. It is recognized that details may be made under circumstances such as the following:

(1) To meet emergencies occasioned by abnormal workload, change in mission or organization or absences of other employees.

(2) Pending official assignment, classification of a new position or receipt of a security clearance.

(3) For training purposes.

b. Details in excess of thirty (30) calendar days will be effected by the submission and appropriate processing of a Request for Personnel Action. Details for shorter periods of time may be made orally or by informing the employee in writing of duties to be performed.

c. Details to positions at the same or lower grade will not normally exceed 120 calendar days.

d. When it is reasonably expected that a temporary assignment to a higher-graded position will exceed ten (10) workdays, a temporary promotion will be used instead of a detail.

SECTION 3. A temporary promotion is the assignment of an employee to an established higher-graded position for a specified period of time with a commensurate change in grade and pay. Employees temporarily promoted will be returned upon termination of the promotion to the grade they held immediately prior to the temporary promotion and the salary rate authorized by regulations. The following general guides will apply in determining the use of temporary promotions:

a. Temporary promotions may be used for such purposes as:

(1) Performing the duties of a position during the extended absence of the regular incumbent.

(2) Filling a position vacancy until a permanent appointment is made.

(3) Filling a position which has been established temporarily to accomplish an increased workload or special project.

b. Competitive procedures will be used in filling positions by temporary promotions in excess of 90 days.

c. Temporary promotions will not exceed one year.

d. Temporary promotions will be effective on the date specified by the appointing authority. The Employer will strive to avoid undue delay in processing temporary promotion action.

e. Temporary promotions are not appropriate for training or evaluating an employee in a higher-graded position.

SECTION 4. Copies of all written temporary work assignments will be included in the employee's official personnel folder.

## ARTICLE 21

### BUSINESS BASED ACTIONS

SECTION 1. This Article pertains to regular full-time and regular part-time employees. A business based action is defined as an action taken by management to adjust personnel resources with a minimum of disruption to operations to increase the efficiency, economy, or effectiveness of operations. Business based actions include reductions of personnel, furloughs, changes in employment category, and reductions in hours of work, pay level/grade and pay rate.

SECTION 2. The Employer agrees that prior to officially notifying Unit employees of a business based action, the Union will be notified in advance concerning the proposed effective date, the number of employees involved, and the types of positions to be affected. The Union shall be afforded their right to impact and implementation bargaining on the proposed action. The Union will have the opportunity to be present at all formal meetings held for the purpose of issuing business based action notices.

SECTION 3. A Union representative will be given the opportunity to review the personnel documents that pertain to Bargaining Unit employees. Review of such documents will be conducted in cooperation with a staffing specialist assigned to the NAP Personnel Division and will conform to provisions of the Privacy Act.

SECTION 4. A retention register, defined as the list of employees, except those employees with unsatisfactory performance ratings, who are serving in the same job series and job description/position guide within the same competitive area, is developed for each position affected by a business based decision. The Union shall be provided a copy of any retention register.

a. For each retention register, employees are placed in groups, in descending order with respect to retention, i.e., Group II employees are separated before Group I employees. Individuals in Groups I and II will not be separated until all flexible, limited tenure employees and employees with unsatisfactory performance ratings in the same competitive area have been separated from their positions. The retention register shall consist of the following groups of employees:

Group I Regular employees who have completed their probationary period.

Group II Regular employees serving their probationary period.

b. Within each of the above groups, employees will be ranked by seniority. Seniority is determined by the employees' service computation date. Additional years of service will be granted for each annual performance rating for the past five (5) years as follows: Outstanding – 5 years; Excellent - 3 years; Satisfactory - 1 year. Employees junior in total service will be released before more senior employees.

c. After employees have been identified for release from the retention register, they will be entitled to vacancies in the competitive area for which they qualify and are eligible. Employees will be offered vacancies in the same order described in paragraph a and b above.

SECTION 5. When two or more Bargaining Unit employees are tied in retention standing and application of the criteria in AR 215-3 has not broken the tie, a special board of review will be convened for the purpose of breaking the tie. Specific procedures governing the forgoing process will be by mutual agreement between the Employer and the Union.

SECTION 6. Competitive area is defined as the area in which employees compete for retention as a result of a business based action. A competitive area consists of all Nonappropriated Fund Instrumentalities under the jurisdiction of the Employer. For the purposes of business based actions, the competitive areas for the Unit is as follows:

Area I All USAG-HI NAF Activities in the Honolulu Area

Area II All USAG-HI NAF Activities in the Schofield-Waianae Area

Area III All USAG-HI NAF Activities at Kilauea Military Camp

SECTION 7. In the event of a business based action, the Employer will notify the affected employees of the business based action, and the employees' rights as far in advance as practical, but not later than thirty (30) calendar days before the proposed action becomes effective. The Employer will notify affected employees when applicable, of their entitlement to reassignment, demotion in lieu of separation, retirement, eligibility for placement on an appropriate reemployment priority list, severance pay, saved payor pay retention, in accordance with applicable regulations.

SECTION 8. In an instance when the employee accepts an offer of demotion in lieu of separation by a business based action, the employee must be qualified to perform the duties of the lower graded position.

SECTION 9. The Employer, in accordance with regulations, will establish and maintain for a period of one (1) year, a reemployment priority list for each competitive area which shall state the names of employees who have been separated by business based actions. When a vacancy occurs in the competitive area of their former positions, employees on the list will be offered the position in order of their retention standing, beginning with the highest standing, if qualified and available. The name of an employee separated from a full-time, regular position will be deleted only when the employee accepts or declines a full-time, regular position with a representative rate of pay, the same or higher than that of the position from which the employee was separated. Under like criteria, the name of a former regular part-time employee will be removed from the list when such an employee accepts or declines a regular part-time or full-time position.

SECTION 10. The Union will be provided a copy of the current reemployment priority list after each business based action resulting in the involuntary separation of a regular employee.

SECTION 11. Procedure of this Article shall be utilized to identify employees who will be affected by other business based actions such as furloughs, changes in employment category and reductions in work hours.

## ARTICLE 22

### DISCIPLINARY ACTION

SECTION 1. Formal written disciplinary action shall be initiated only for just cause, and to promote the efficiency of the Federal Government or with the objective to develop, correct, or rehabilitate an employee, and will take the form of written reprimands, suspensions, or removals. Initiation of disciplinary action shall be timely, consistent with law, regulations, applicable policies, and the contents of this Article.

SECTION 2. For the purpose of this Article, oral admonishments shall not be considered a formal disciplinary action, and therefore, no record of oral admonishments will be made in the employee's official personnel folder, nor shall they be used for evaluating whether an employee is qualified for promotion. However, when a written record of an oral admonishment is kept by the supervisor, the employee will be offered the opportunity to comment in writing on the oral admonishment and attach it to the written record if he so chooses. Further, the employee shall be provided copies of all such written records that pertain to him.

SECTION 3. Prior to proposing formal disciplinary action, supervisors and management officials will attempt to ascertain all pertinent facts concerning the case. A preliminary discussion will be held with the employee involved within fourteen (14) calendar days after the supervisor becomes aware of the situation for which disciplinary action is being considered and has received the appropriate investigative report, unless circumstances render such a discussion impracticable. If such a discussion takes place, the employee will be given the opportunity to have a representative of his choice present, if he so desires. If a representative is not readily available, the discussion will be postponed for a reasonable amount of time to allow the employee to secure representation. The employee will then be advised of known facts concerning the matter giving rise to the consideration of the disciplinary action. If the employee is represented by the Union, the individuals who will normally be present during this discussion will be the employee's assigned Steward and supervisory personnel who are directly involved with the matter at hand. The employee or his representative upon request will be allowed to have the same number of persons present during the discussion as are present for management. The supervisor will then carefully consider the facts supporting the employee's position, whether or not the employee offers such facts in his own defense during the discussion. The employee and his representative will be advised within fourteen (14) calendar days after the discussion regarding management's proposed action and prior to management initiating formal disciplinary action.

SECTION 4. In situations where the disciplinary action consists of a written reprimand, the following will apply:

a. Written reprimands will contain the following information:

(1) The date of issuance.

(2) The specific infraction of regulations, the improper conduct, or the action which prompted the reprimand.

(3) Where possible, the date, time and place of the occurrence.

(4) Advise the employee that within seven (7) calendar days of the receipt of the written reprimand, the employee has the right to reply orally, or in writing, or both, and to provide any explanation he cares to make, or any disagreement he may have with the contents of the written reprimands.

(5) Will state the name, address, and the telephone number of the person to whom he may reply, and will advise him of the probable consequence of a repetition of the offense. It will also assure him of all reasonable assistance in improving his performance.

(6) Will advise him of his right to seek assistance in the preparation and presentation of a reply.

b. If the employee's reply presents information which the first-line supervisor and second-line supervisor believe constitutes justifiable reasons for canceling the written reprimand, they may cancel the reprimand by issuing a written statement to that effect to the employee, and by having the copy of the written reprimand withdrawn from the employee's official personnel folder.

c. If the employee's reply does not result in cancellation of the written reprimand, he shall be advised in a written statement to that effect not later than fourteen (14) calendar days from the receipt of the employee's reply. This statement shall include the reasons why the reprimand will stand and shall advise the employee of his right to seek redress under Step 2 of the negotiated grievance procedure. It shall also advise the employee that he has the right to seek Union representation if he so desires

d. If the employee does not reply within seven (7) calendar days, the letter of reprimand will be placed in the employee's official personnel folder and no future grievance may be filed.

SECTION 5. Notice of Proposed Disciplinary Action. In situations where the proposed disciplinary action pertaining to regular full-time and regular part-time nonprobationary employees is more severe than a letter of reprimand, written notice of management's action shall be given to the employee within thirty (30) calendar days after the informal discussion and will include the following:

a. State the date of the notice.

b. State the specific disciplinary action.

c. State specifically and in detail, the reasons supporting the proposed disciplinary action, including names, times and places.

- d. Include a detailed statement of any part of the employee's past record which is considered as contributing to the severity of the proposed action.
- e. State the reasons for not retaining the employee in an active duty status, if such is the case, and whether the employee shall be paid for all or part of the notice period.
- f. Inform the employee he has a right to review material relied upon as a basis for taking the proposed action and where he may review it.
- g. Inform the employee that he has a right to reply orally, in writing, or both and to submit affidavits in support of his answer. Further, if the reply is made orally and a written record is made of the oral reply, the employee shall have an opportunity to review the record, and make any additions or correction he desires, and affix his signature to the record to document its accuracy. He shall receive a copy of this written record of his oral reply.
- h. Identify the person or office to receive the written reply and the person to whom he can make an oral reply.
- i. Specify the time limit for submission of the employee's reply to the notice.
  - (1) Suspensions for less than thirty (30) days: Seven (7) calendar days.
  - (2) Suspensions for more than thirty (30) days and removal: Fifteen (15) calendar days.
- j. State that he is entitled to a reasonable amount of official duty time, upon approval by his supervisor, for preparation of his reply.
- k. Inform him that his reply shall be considered before a final decision is made, and also inform him that within thirty (30) calendar days after the last day for his reply, the notice of decision shall be issued.
- l. Inform him that he has the right to representation.

SECTION 6. Notice of Decision. Within thirty (30) calendar days of the last day to reply to the notice of proposed suspension or removal, the Employer shall issue a written notice of decision.

The Notice shall include the following information:

- a. The date of the Notice of Decision.
- b. The date the Notice of Proposed Disciplinary Action was issued.

c. Identify each reason for the action which was included in the Notice of Proposed Disciplinary Action, and clearly identify each reason relied on to support the action.

d. State the decision. In the event that the decision is not in the employee's favor, it shall further inform the employee:

e. That he has the right to grieve the decision within fifteen (15) calendar days of the effective date of the action under the provisions of Step 2 of the negotiated grievance procedure.

f. That he has the right to seek Union representation in the preparation and presentation of his grievance.

g. The name and address of the person or office to which the grievance should be addressed.

h. Specify the effective date of the action.

SECTION 7. Separation or removal of probationary and flexible employees shall follow the procedures as set forth in pertinent Army regulations. Flexible employees may grieve such action under Article 23, Section 12.

SECTION 8. All time limits included in this Article may be extended by mutual agreement of the Employer and the Union.

SECTION 9. Nondisciplinary adverse actions are excluded from the provisions of this Article.

SECTION 10. The employee and/or his representative shall have the right to review all evidence used in support of a disciplinary action as defined under this Article.

SECTION 11. When the retention of the employee in an active duty status might result in damage to property or injury to persons or is detrimental to the interests of the Government or is necessary to safeguard funds or property, the employee may be placed immediately in a nonduty status without charge to leave or loss of pay for whatever period is necessary to effect the suspension and which will give the employee an advance notice period of at least twenty-four (24) hours.

SECTION 12. Grievances for disciplinary actions will start at Step 2 of the grievance procedures (see Article 23, Section 11).

## ARTICLE 23

### GRIEVANCE PROCEDURES

SECTION 1. This Article provides for an orderly means of presentation, consideration, and resolution of grievances. The Employer and the Union agree that the presentation and resolution of grievances at the lowest possible level is beneficial in promoting a sound and healthy management-employee relationship. To this end, the employee will be unimpeded and free from restraint and reprisal in exercising this right.

SECTION 2. A grievance under this procedure means any complaint:

a. By any employee concerning any matter relating to the employment of the employee;  
or

b. By the Union concerning any matter relating to the employment of any employee; or

c. By any employee, the Union, or the Employer concerning:

(1) The effect, or interpretation, or a claim of breach of this Agreement; or

(2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

A grievance covered by this procedure is any dissatisfaction over matters within the administrative discretion of the Employer and not over matters excluded by law or Executive Order or matters which the employee has chosen to pursue under statutory appeal procedures. In presenting a grievance, the grievant will explain what it is he believes to be the cause of his dissatisfaction. The grievant will support allegations with whatever evidence he has available. Presentation of a grievance will include request for some specific remedial action, directly affecting the grievant, which is within the discretion of the Employer to grant and related to the issue of the grievance.

SECTION 3. Employee Grievance Procedure.

The Employer and the Union agree to encourage the continual efforts of employees and supervisors to resolve disputes, questions or complaints expeditiously and at the lowest level possible. Accordingly, the following procedure will be used when an employee seeks resolution of his complaint.

a. Step 1. Within fifteen (15) calendar days after the employee became aware of the dissatisfaction, the affected employee, and if the employee so elects, his Steward shall discuss the matter and the corrective action desired with the employee's immediate supervisor and may present the complaint in writing if desired. In cases where the complaint involves the immediate supervisor, this discussion will be with the next higher level supervisor. The supervisor shall promptly conduct an investigation of the matter. If

the complaint is not within the authority of the supervisor to resolve, the supervisor will advise the employee and his representative of this fact and as soon as practicable, but not later than seven (7) calendar days, arrange an appointment with the management official who has authority to resolve the complaint. Within seven (7) calendar days after the complaint has been presented to the appropriate supervisor or management official, he shall render his decision orally to the employee and to his Steward, if any, summarizing the complaint, the consideration accorded it, the conclusions reached, and the course of action decided upon. If the employee's complaint was presented in writing, and the desired corrective action is not granted, the supervisor's decision will normally be continued in writing. If the employee is still dissatisfied, he may proceed to Step 2 within ten (10) calendar days after receipt of the Step 1 decision.

b. Step 2. The employee and the Steward must submit the grievance in writing using the form contained in Appendix 2 of this Agreement. The completed form will be submitted through the Civilian Personnel Officer to the head of the employee's activity. "Heads of activities" shall include the Staff Engineer, Directorate of Public Works; the Chief, Central Accounting Office, Directorate of Resource Management; and all Division Chiefs under Community and Family Activities. Within ten (10) calendar days after submission of the grievance form, designated representatives of the Employer and the Civilian Personnel Officer shall meet and discuss the grievance with the employee and his Union representative(s). The Step 2 official shall render a written decision not later than fourteen (14) calendar days after discussion, summarizing the employee's grievance, the consideration accorded it, and the conclusions reached. If the Step 2 official denies a grievance on the basis that the corrective action wanted is unenforceable by virtue of violation of law or governing regulations of higher authority, he shall provide the Union a copy of the pertinent regulation or law upon which he based his decision.

c. Step 3. If the Step 2 decision is not acceptable to the employee, the employee may submit the grievance to the Commander for resolution and decision. The grievance must be in writing and submitted within ten (10) calendar days from the employee's receipt of the Step 2 decision. The Commander or his designated representative shall attempt to resolve the grievance and render a decision regarding the issue not later than fourteen (14) calendar days after receipt of the case. If the Third Step official's decision is not acceptable to the Union, the Union may refer the matter to arbitration in accordance with the provisions outlined in Article 24 of this Agreement, within fourteen (14) calendar days of receipt/notification of the Step 3 decision.

SECTION 4. If the employee does not desire Union representation, he must so state in writing on the signed grievance form.

SECTION 5. An aggrieved employee affected by discrimination may choose to raise the matter under either a statutory appellate procedure or the negotiated grievance procedure, but not both.

SECTION 6. Nothing in this Agreement shall be interpreted as requiring the Union to represent any employee in processing a grievance or continue to represent that employee,

if the Union considers the grievance to be invalid, without merit, or not covered by the terms of this Agreement. Employees who choose not to be represented by the Union will use the grievance procedures of AR 215-3.

SECTION 7. An employee or a group of employees may present grievances to appropriate management officials and have them adjusted without the intervention of the exclusive representative. The employee will submit his preference to the Employer in writing. Such adjustments cannot be inconsistent with this Agreement. The exclusive representative will be given the opportunity to be present at the adjustments. Employees choosing this procedure are not entitled to invoke arbitration. Final level of appeal for employees not represented by the Union is the Commander, USAG-HI, Step 3.

SECTION 8. Where two (2) or more employees from the Unit share an identical grievance and are represented by the Union, the Union will select one individual case for processing under the procedures specified in this Article, with the understanding that the decision on that case selected shall be binding on the other individual case(s).

SECTION 9. If the grievant(s) resigns, dies, or is separated other than for removal for cause by an action before a final decision is reached on a grievance being processed, and no compensation issue is involved, action will be stopped and all interested parties will be notified of the conditions under which the case is being closed without decision. A copy of this notification will be made a part of the case record.

SECTION 10. It is agreed that when a grievance is settled at any step or withdrawn, it will be settled or withdrawn in its entirety and no further action shall be taken regarding the grievance. However, if the resolution of the grievance is not in accord with this Agreement, the Union may pursue this issue as a Union grievance.

SECTION 11. Grievances based on disciplinary actions involving proposed notice and notice of decision under Article 22 of this Agreement shall be submitted at Step 2 of the grievance procedure. In that case, the employee's request will be in writing, but need not be on the form at Appendix 2. It will be addressed to the appropriate Step 2 official, through the Civilian Personnel Officer. For this purpose, the Step 2 official will be at a level higher than the official who made the decision on the disciplinary action.

SECTION 12. Separation or removal of flexible employees for cause are grievable beginning at Step 2 of the grievance procedure. The grievance must be in writing addressed to the appropriate Step 2 official, through the Civilian Personnel Officer. The employee will identify the basis of his grievance and the corrective action desired.

SECTION 13. Grievances which require interpretation of Department of the Army policies or regulations, provisions of law, or regulations of appropriate authorities outside the Department of the Army shall be handled as follows, if the parties are unable to resolve the questions informally:

- a. Processing of the grievance beyond Step 1 will be deferred until the questioned policy, law, or regulations has been interpreted. The grieving party will prepare its position paper concerning the interpretation sought and serve it on the other party.
- b. The Employer will forward the position papers of both parties to the issuing authority for an interpretative determination.
- c. Upon receipt of the interpretation, the employee, Union, or Employer may resume processing the grievance, including alleged misapplication of the policy, law, or regulation.

SECTION 14. Failure of the Union or the employee to observe the time limits in this Article shall constitute withdrawal of the grievance. Failure of management to observe time limits shall entitle the employee or the Union to escalate the grievance to the next step, and to include this failure to act as part of the grievance record. All time limits in this Article may be extended by mutual agreement of the Employer and the Union.

SECTION 15. Employer-Union Grievance Procedure.

A grievance regarding interpretation or application of this Agreement as it applies to the labor- management relationship may be filed by either the Union or the Employer. Such a grievance must be submitted by the aggrieved party in writing within thirty (30) calendar days after that party became aware of the matter giving rise to the grievance. A grievance filed by the Union will be submitted to the Employer through the Civilian Personnel Officer. A grievance filed by the Employer will be submitted to the Executive Director of the Union. Designated representatives of the Union and Employer shall meet and attempt resolution of the grievance within fourteen (14) calendar days after receipt of the grievance. A final written decision regarding the grievance, including the basis for the decision, will be furnished the aggrieved party within fourteen (14) calendar days after the meeting. If the decision is not acceptable to the aggrieved party, that party may refer the matter for arbitration in accordance with Article 24 of this Agreement. The request for arbitration must be submitted within fourteen (14) calendar days after receipt of the final decision by the aggrieved party.

SECTION 16. Employees and Stewards called to attend and witness the relevant grievance case will not lose leave or pay in a duty status at the time of meeting.

SECTION 17. Employees in duty status may use reasonable amounts of official time without charge to leave or loss of pay for such purposes as securing advice on rights and privileges under governing regulations, and for obtaining such other information or assistance pertaining to the grievances as can be obtained only during the normal working hours of the installation. This may include reasonable amounts of time for the preparation of documents necessary for presentation of the grievance at Step 2. Management reserves the right to determine the total amount and specific hours of official time which will be approved as "reasonable" under this Section. Disputes concerning the management determination of reasonable time and specific hours may be pursued under the provisions of this Article.

## ARTICLE 24

### ARBITRATION

SECTION 1. Arbitration may be invoked in order to assist in the resolution of a grievance concerning the interpretation and application of this Agreement and/or the application of published personnel policies, regulations, and procedures that affect local working conditions, unless precluded by law or Executive Order. Such grievances will be processed in accordance with the negotiated grievance procedure included in Article 23 of this Agreement and may be submitted for arbitration only by the Employer or by the Union. Arbitration must be invoked by the submitting party within fourteen (14) calendar days after receipt of the final decision of the other party regarding the matter. Arbitration will not include interpretation of published policies or regulations of Department of the Army, Department of Defense, provisions of law, or regulations of appropriate authorities outside the Department of Defense.

SECTION 2. Within fourteen (14) calendar days from the date of receipt of a request for arbitration, the parties shall meet for the purpose of agreeing on the selection of an Arbitrator. If agreement cannot be reached within seven (7) calendar days, the parties may submit a request to the Federal Mediation and Conciliation Service, to furnish a list of five individuals within the State of Hawaii who are qualified to act as Arbitrators. The parties shall meet within seven (7) calendar days after receipt of such a list. If the parties cannot mutually agree upon one of the listed Arbitrators, the Employer and the Union will each strike one (1) Arbitrator's name from the list of five (5) and repeat this procedure. A flip of the coin will decide which party shall initially strike the first name from the list. The remaining name shall be the duly-selected Arbitrator.

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

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

SECTION 5. The Arbitrator will be requested to render his decision to the Employer and the Union in writing not later than thirty (30) calendar days after the conclusion of the hearing, unless the parties agree otherwise. The Arbitrator's award will include a statement showing the basis for his decision. The Arbitrator's decision shall be binding

upon the parties, except that either party may file exceptions to the award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

SECTION 6. In arbitrating a grievance, the Arbitrator may not add to, subtract from, or modify the terms of the Agreement.

SECTION 7. Prior to submitting a grievance to arbitration, the parties shall meet and develop a submission agreement in which the Union and the Employer agree upon the precise issue to be decided. If agreement is not possible, each party must state, in writing, the issue as he sees it. Each party will then submit his statement separately to the Arbitrator and provide a copy to the other party.

SECTION 8. All cases shall be presented to the appropriate Arbitrator in the form of a written pre-hearing brief. Each party will set forth the facts and its position and the arguments and support thereof. This provision does not preclude either party from presenting additional relevant facts during the hearing.

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

## ARTICLE 25

### PUBLICITY AND FACILITIES

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

SECTION 2. The Employer agrees to reserve space of not less than 18" X 24" on official employee bulletin boards in the Unit for the posting of Union notices and similar information material. The distribution, posting and removal of Union material by employees in the Unit shall be accomplished outside of regular working hours. Union literature to be posted or distributed in restricted work areas must be accomplished only by the individuals authorized to enter such facilities. The Union agrees that the Employer's equipment and materials will not be used by Union representatives or Members of the Unit for distribution, preparation, or duplication of Union literature. All literature posted on bulletin boards within the Unit must reasonably pertain to employees covered by this Agreement, and must not contain anything that would imply the material has been sponsored or endorsed by the Employer. The Union shall be considered responsible for the contents of literature distributed and/or posted by their duly authorized representative. A copy of the literature or poster will be furnished to the Civilian Personnel Office.

## ARTICLE 26

### VOLUNTARY ALLOTMENT OF DUES

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

SECTION 2. Any employee desiring to have his Union dues deducted from his pay may, at any time, complete and sign Section B of Standard Form 1187, "Request for Payroll Deductions for Labor Organization Dues." Section A of the form shall be completed and certified by designated officials of the Union, who shall forward or deliver it to the Civilian Personnel Office for distribution to the Central Accounting Branch or Kilauea Military Camp, as applicable, each hereinafter referred to as the "Agency." The form must be received by the Agency not later than ten (10) workdays preceding the beginning date of the pay period during which the initial deduction is to be made.

SECTION 3. The Employer agrees to deduct dues in accordance with the Union's schedule of dues, as applicable to the category of membership in the Union, and which is the regular, periodic amount required for the member to maintain good standing in the Union. An employee may not request that a deduction of dues be made to a labor organization other than the Union. Deductions shall be made each pay period (biweekly, bimonthly, or monthly) depending upon the manner which the employee is paid. If the employee is paid on a biweekly basis, the amount to be deducted will be computed by multiplying the employee's regular monthly dues by 12 and dividing the results by 26 and rounding off to the next higher penny. If the employee is paid on a bimonthly basis the amount deducted will be computed by dividing the employee's regular monthly dues by two and rounding off to the next higher penny. It is understood that no deduction for dues will be made by the Employer in any period for which the employee's net earning after other legal and required deductions are insufficient to cover the full amount of the allotment for dues. The Employer agrees to notify the Union, if for any reason, dues were not deducted for the pay period involved.

SECTION 4. No fee will be charged by the Agency for services rendered in connection with the dues withholding program. Dues withheld by the Agency shall be transmitted to the designated official of the Union, by check, not later than ten (10) workdays after the close of each pay period. With each check, the Agency will provide the Union a list reflecting the installation, labor organization, pay period dates, employee names and amounts deducted, total amount collected for the pay period, and the net amount remitted. Administrative errors in remittance checks will be corrected and adjusted in the next remittance check issued to the Union. Dues erroneously deducted from

employee pay and paid to the Union will be recouped by the Agency by setting off the amount owed against properly withheld dues.

SECTION 5. An authorization to withhold dues may not be revoked for a period of one (1) year. A request for revocation of such authorization shall be made by completing and submitting Standard Form 1188, "Cancellation of Payroll Deductions for Labor Organization Dues," which will be furnished to the employee, upon request, by the appropriate Agency referenced in Section 2 above. Upon receipt of a revocation form properly completed and signed by the employee, the Agency will discontinue the withholding of dues from the employee's pay effective the next full pay period following 1 March, provided that dues withholding has been in effect for a minimum of one (1) year. The Employer agrees to promptly notify the Union, in writing, of all such revocations received.

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

SECTION 7. The Union shall be responsible for insuring that Standard Form 1187 is purchased and made available to its members, and shall insure that the forms are properly completed and certified before transmitting them to the appropriate Agency referenced in Section 2 above. The Union recognizes its responsibility for seeing that its members are fully informed and educated concerning the program for payroll deductions of Union dues, its voluntary nature, and the use and availability of the required forms.

SECTION 8. A change in the amount of an allotment for the payment of dues to the Union may not be made more frequently than twice each calendar year, and such changes shall not require submission of new Standard Forms 1187, but by written notification from the Union indicating the change(s) and effective date of the change.

SECTION 9. The Union shall furnish the appropriate Agency, at the earliest practicable date, the name(s) and signature(s) of its representatives who are designated to certify Section A of the Standard Form 1187, the amount of dues to be withheld, and instructions for preparation and mailing of remittance checks. The Union shall be responsible for giving the Agency prompt written notification of any change in designations.

## ARTICLE 27

### GENERAL PROVISIONS

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

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

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

SECTION 4. Upon request by the Union and not more often than semi-annually, the Employer agrees to furnish the Union a complete up-to-date personnel listing which includes all employees in the Bargaining Unit. Such listing shall include the name, grade, organizational location, job title and occupational code of each employee.

SECTION 5. In order to assure that Union's cognizance of local policies and regulations governing civilian personnel administration, the Employer agrees to include the Union in its initial distribution and changes thereto of such issuances by the Employer.

SECTION 6. Sufficient copies of this Agreement will be furnished by the Employer to all Unit employees and their supervisors.

SECTION 7. Depending on the nature of the handicap, special consideration will be given to the assignment of a reserved parking space, when available, for use by a handicapped employee.

SECTION 8. Employees may be required on occasions to travel in the performance of their official duties. When such travel is necessary, it will be performed under

procedures prescribed by pertinent regulations. Travel allowances, including mileage allowances, and per diem will be paid when authorized in accordance with such regulations.

SECTION 9. Employees whose assigned duties require them to handle funds of the Employer will not be held monetarily liable for losses and/or shortages of such funds except in accordance with applicable law and regulations.

SECTION 10. No employee will be permitted to perform work until they have been properly employed.

SECTION 11. Cash collection agents who must transport funds from one area to another shall do so in accordance with applicable law and regulations.

SECTION 12. Employees required during a single work shift to leave one job site to report for duty at another job site shall do so on the Employer's time.

SECTION 13. The Employer agrees to consult with the Union when it is proposed to contract out services now being performed by members of the Unit when such contracting out may result in a reduction-in-force action or the reassignment of a member of the Unit.

SECTION 14. The Employer and the Union mutually agree that the principle of voluntary donation to approved fund-raising campaigns shall be upheld. Employees are encouraged to support such campaigns as well as the United States Savings Bond Payroll Deduction Program.

SECTION 17. The Union and the Employer will work to resolve all disputes and questionable actions through appropriate levels of responsibility, beginning at the lowest practicable level. Neither party will initiate formal proceedings unless the specific issues remain unresolved, except as provided in Section 14, Article 23 of the Agreement.

SECTION 18. Wherever the terms such as "he" and "his" are used in this Agreement, they are intended to apply to both men and women.

## ARTICLE 28

### PAY BANDING

SECTION 1. It is agreed and understood that the provisions of this Article apply to all Unit employees, except employees covered under the Federal Wage System, i.e., NA, NL, and child care positions.

#### SECTION 2.

- a. Annual pay increases for NF 1 and 2 employees rated satisfactory or higher will continue to be granted based upon DOD Locality Wage Survey and for NF 3, 4, and 5 employees rated satisfactory or better upon increases for Federal employees on the General Schedule system.
- b. Merit increases based upon performance will be granted annually to employees rated excellent or outstanding at the following minimum rates:
  - (1) Excellent - 1 %
  - (2) Outstanding - 2%

SECTION 3. Individuals hired for vacancies shall possess related skills and qualifications required for the job. Pay rates for external hires shall not be higher than 5% below the lowest rate paid to a current employee in the same position at the same installation (as defined in Article 6, Section 5). When the lowest pay rate of a current employee is within 5% of the minimum rate of the pay band, pay will be set at the minimum rate.

SECTION 4. Except for pay adjustments to reduce pay because of poor performance, pay adjustment to reduce pay for business reasons must be agreed to by the employee. Such pay adjustments will be applied fairly and equitably. Pay to restore employees to the previous level will be reviewed annually and will be granted when financial conditions permit. Any pay adjustments to reduce pay for business reasons will not exceed 5%. The amount may be revised by mutual agreement.

SECTION 5. Any movement of an employee from one position to another that results in an upward pay adjustment must be reviewed and approved by the Fund Manager.

SECTION 6. Employees promoted from one pay band to another pay band will receive a minimum increase of 5% or the amount needed to increase them to the minimum rate of the higher pay band, whichever is greater and such promotion shall be competitive.

SECTION 7. Employees who are called back from the reemployment priority list to the same pay band position they held at the time prior to being laid off shall be paid at the rate they received at the time of reduction plus any annual increase which they

would have received had they not been laid off. Employees called back from the retention list to a lower paid position than the position held prior to reduction shall receive a pay rate no less than 5% lower than their pay rate prior to the reduction in force. Employees who are called back from the retention list to a higher pay band position they held at the time prior to being laid off shall receive a minimum increase of 5% or the amount needed to increase them to the minimum rate of the higher pay band, whichever is greater.

## ARTICLE 29

### DURATION AND CHANGES OF AGREEMENT

SECTION 1. This Agreement shall become effective only after ratification by the Union and signature by both parties. This Agreement shall be subject to post audit review by the Department of Defense. Should the post audit review reveal any violations, the Employer will notify the Union of the violation and the two parties will take appropriate actions to resolve the problems. If the Department of Defense does not approve or disapprove the Agreement within the thirty (30) day period, the Agreement shall take effect and shall be binding on the parties thereto.

SECTION 2. This Agreement shall remain in full force and effect for two (2) years from the date of approval and extended from year to year thereafter unless either party shall notify the other party in writing no more than one hundred and five (105) days nor less than sixty (60) days prior to the termination of the initial two (2) year period, or the anniversary date each year thereafter, of that party's desire to terminate or renegotiate this Agreement. In the event either party provides notice to renegotiate this Agreement, the parties agree to commence negotiations, including ground rules, within sixty (60) calendar days after receipt of the notice. This Agreement will remain in full force and effect until negotiations for a new Agreement are completed, unless otherwise agreed to by the parties, or the Union ceases to be the exclusive bargaining agent. The next Agreement will return to the previous three (3) year cycle.

SECTION 3. Should any part or provision of this Agreement be rendered invalid by reason of any existing or future laws or regulations, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions, and they shall remain in full force and effect.

SECTION 4. Amendments to this Agreement may be negotiated by the mutual consent of both parties any time after it has been in effect for a period of six (6) months. Request for such amendments by either party must be in writing and must include a summary of the amendments proposed and the reasons therefor. The parties shall meet within thirty (30) calendar days after receipt of such request to discuss the request. If the parties agree to a reopening of the Agreement, they shall proceed to negotiate on the proposed amendment. No provisions or terms of this Agreement may be amended, modified, altered or waived except by written document executed by both parties.

## STANDARD TERMS - CATEGORIES OF APPOINTMENT

The following are standard terms to be used for official personnel purposes. No other terms may be used without prior approval of Headquarters, Department of the Army.

TERM	DEFINITION
APPOINTMENT	The term APPOINTMENT, followed by the specific type appointment being made, is to be used only for initial appointment to any category of position. An individual is appointed only once even if separated and reemployed.
REGULAR FULL-TIME	<p>Must be for a 40-hour workweek. Employee is required to serve probationary period. Employee is eligible to participate in health, retirement and life insurance programs. Eligible for leave accrual.</p> <p>NOTE: When the employee is to be utilized on a seasonal basis, a parenthetic entry, (Seasonal) will be made following the term Regular Full-Time.</p>
REGULAR P ART -TIME	May be for a regularly scheduled workweek of from 20 to 39 hours. The minimum number of hours to be regularly scheduled each week must be entered. These total hours must be accounted for in time and attendance records. Employee is required to serve probationary period. Employee is eligible to participate in health, retirement and life insurance programs. Eligible for leave accrual. (See note above for seasonal employment. )
FLEXIBLE	Serves in an indefinite position on either a scheduled or on an as needed basis. The hours worked will not normally exceed 19 hours per week. Flexible employment is temporary in nature, i.e., replacement for hire lag; peak workload; seasonal workload; extended leave. No probationary period, no retirement or insurance eligibility. Not eligible for leave accrual.
LIMITED TENURE	Serves as a regular full-time (RFT) or regular part-time (RPT) in a position of limited duration, that will not last at least one year. These appointments are made to meet special work requirements that will last at least one year, but are known to be nonpermanent and will cease to be needed upon completion of a project or a projected period of time. The expected expiration of the appointment will be entered on the DA Form 3434.