



MAR 04 2019

**AGREEMENT  
BETWEEN  
AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES  
LOCAL 1922  
AND  
WINN ARMY COMMUNITY HOSPITAL  
PROFESSIONALS**



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## **ARTICLE 1**

### **Purpose**

**Section 1** This Agreement is between the United States Army Medical Department Activity (MEDDAC) at Fort Stewart and Hunter Army Airfield, Georgia, (Management), and Local No. 1922, American Federation of Government Employees, AFL-CIO, (the Union). This Collective Bargaining Unit (CBA) applies to professional bargaining unit employees (BUE) identified with bargaining code AR 2606 as found on Standard Form 50-B, item #37.

**Section 2** It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal service and the wellbeing of employees within the meaning of 5 United States Code (U.S.C.) § 71, to establish a basic understanding relative to personnel policy, practices and procedures, and matters affecting other conditions of employment and to provide a means for amicable discussion and adjustment of matters of mutual interest at MEDDAC Fort Stewart/Hunter Army Airfield (FS/HAAF), Georgia.

**Section 3** The parties acknowledge that during the negotiations that resulted in this Agreement the Union had the right and opportunity to make demands and proposals with respect to the personnel policies, practices, and general working conditions affecting members of this bargaining unit. The Union agrees that Management may make changes to such personnel policies, practices, and general working conditions, provided such changes are not inconsistent with the terms of this Agreement and the Union is consulted and given the opportunity to negotiate the impact and implementation as provided in Article 4 of this Agreement.

**Section 4** This Agreement does not require an employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

## **ARTICLE 2**

### **Definitions**

**Section 1** The parties agree that the following definitions of terms will govern dealing between the parties and will be mutually agreed on definitions where they appear in this Agreement.

**Section 2** Definitions

- a. **Bargaining Unit** – The group of professional employees assigned to MEDDAC, occupying appropriated fund positions at FS/HAAF represented by the Union as stated in the original grant of exclusive recognition.
- b. **Civil Service Reform Act (CSRA)** – means the Civil Service Reform Act of 1978, as amended.
- c. **Consult** – has the meaning as defined in Article 4 of this Agreement.

- d. **Days** – means calendar days unless otherwise specified.
- e. **Management Official** – means an individual employed by MEDDAC in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of MEDDAC.
- f. **Negotiate** – has the meaning as defined in Article 4 of this Agreement.
- g. **Steward** – means an appointed representative of the Union for employees to utilize in their presentation of matters to appropriate officials.
- h. **Supervisor** – means an individual employed by MEDDAC having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to nurses, the term “supervisor” includes only those individuals who devote a preponderance of their employment time to exercising such authority.
- i. **Union** – means Local No. 1922, American Federation of Government Employees (AFGE) (added) which is affiliated with the American Federation of Labor-Congress of Industrial Organizations.
- j. **Union Officials** – means the elected Officers of the Union in the positions of President; Executive Vice-President; Vice President, Fort Stewart; Vice President, Hunter Army Airfield; Secretary-Treasurer; and Chief Steward.

### **ARTICLE 3**

#### **Management Rights**

**Section 1** This Agreement shall not affect or impact Management’s right:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency.
- b. In accordance with (IAW) 5 U.S.C. §7106, and other applicable laws:
  - (1) To hire, assign, direct, layoff and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against employees;
  - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which its operations will be conducted;
  - (3) With respect to filling positions, to make selections for appointments from:
    - (a) Among properly ranked and certified candidates from referral list; or
    - (b) Any other appropriate sources; and
  - (4) To take actions necessary to carry out its mission during emergencies;

**Section 2** Nothing in this Article shall preclude the Union and Management from negotiating:

- a. The procedures Management will use in exercising its authority under 5 U.S.C. §7106.
- b. Appropriate arrangements for employees adversely affected by the exercise of Management's authority under 5 U.S.C. §7106.

## **ARTICLE 4**

### **Matters Appropriate for Consultation and/or Negotiations**

**Section 1** It is agreed and understood that matters appropriate for negotiations between the parties are policies, programs, and practices affecting the working conditions and/or conditions of employment which are within the discretion and control of Management, including but not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, pay practices, reduction-in-force (RIF) procedures, and hours of work.

**Section 2** The following definitions of terms used in this Agreement will apply:

- a. **Negotiate** – Good-faith bargaining between the parties with the objective of arriving at a formal decision or agreement on matters pertaining to working conditions and/or conditions of employment of BUE.
- b. **Consult** – Meaningful discussions and/or written communications between the parties for the purpose of reviewing a Management plan or proposal on matters pertaining to working conditions and/or conditions of employment of BUE, with the opportunity to make suggestions prior to Management's final decision, and with no obligation to arrive at a mutually acceptable decision.

**Section 3** Management and the Union agree that the following procedures are applicable concerning changes to provisions in this Agreement and concerning personnel policies, practices, working conditions and/or conditions of employment affecting members of the bargaining unit when such changes result from a new regulation or other directive of appropriate authority.

- a. Management (i.e., originating individual or "office") will provide the Union written notification of the proposed changes or implementation (with a copy provided to the Civilian Personnel Advisory Center (CPAC)) no later than ten (10) days before the change or implementation goes into effect. The ten (10) day time frame will commence on the first full calendar day following the date on which the Union is otherwise appropriately notified.
- b. The Union will within ten (10) calendar days inform Management (normally, the individual or office originating the management correspondence) in writing of the Union's views on the proposed change or implementation and/or indicate the Union's intent to consult or negotiate concerning the proposed change or implementation. Failure of the Union to respond in writing within ten (10) calendar

days or request in writing an extension of consideration time during that period will be considered acceptance of the proposed change or implementation. Such extension of consideration time will not normally exceed five (5) calendar days unless otherwise mutually agreed upon.

- c. If Management fails to provide notice of change in working conditions and/or conditions of employment affecting an employee subject to this Agreement to the Union, the Union is entitled to grieve the same on behalf of the employee(s) within thirty (30) days of the change in working condition and/or condition of employment under the grievance procedure in Article 16 described herein.

**Section 4** It is further recognized that this Agreement is not an all-inclusive document and the fact that certain conditions are reduced in writing does not alleviate the responsibility of either party to meet with the other to discuss and negotiate on matters not originally covered by this Agreement.

## **ARTICLE 5**

### **Recognition and Coverage**

**Section 1** Management recognizes the Union as the exclusive representative for all permanent civilian non-supervisory professional employees as specified by the Federal Labor Relations Authority (FLRA) in its grant of certification of the bargaining unit dated April 8<sup>th</sup>, 2003.

**Section 2** The Union recognizes its responsibility to represent the interest of all BUE irrespective of their union membership with respect to grievances, personnel policies, practices and procedures, and other matters affecting working conditions and/or conditions of employment.

**Section 3** The bargaining unit includes and this Agreement covers all current and future eligible professional MEDDAC non-supervisory civilian employees at FS/HAAF except those employees described at 5 U.S.C. §7112(b), and more particularly described as follows:

- a. Any management official or supervisor.
- b. Confidential employees.
- c. Employees engaged in personnel work in other than a purely clerical capacity.
- d. Employees engaged in administering the provisions of 5 U.S.C. § 7101, et seq.
- e. Employees engaged in investigative, intelligence, and counterintelligence work.
- f. Employees engaged in security work.
- g. Employees primarily engaged in investigative or audit functions.
- h. Temporary and intermittent employees.

**Section 4** Individual determinations regarding the appropriateness of positions as being either included or excluded from the bargaining unit, where contested, may be resolved through FLRA regulations and procedures.

## **ARTICLE 6**

### **Union Representation and Official Time**

**Section 1** The Union may designate a maximum of one (1) steward per fifty (50) BUE so as to ensure an equitable distribution of stewards among departments so that each employee in the unit will have reasonable access to a steward. This does not include the Chief Steward for FS or the Chief Steward for HAAF.

**Section 2** The Union shall supply Management in writing and shall maintain with Management on a current basis (at least quarterly) a complete list of Union Officials, stewards, and alternate stewards together with the departmental areas and locations where each has been assigned for representation (i.e., FS verses HAAF). Only such designated employees will be eligible for official time. Management agrees to recognize the Officers, duly designated representatives, and stewards of the Union.

**Section 3** Representational duties of stewards will be confined to this bargaining unit. Exceptions to this may be made where there is a personal conflict of interest. In such cases, the Chief Steward for that site (FS or HAAF) would assume the representational duties.

**Section 4** Time during work hours granted to Union Officials and stewards, not charged to leave, will be designated as official time. Official time will not be accrued and carried over to the following pay periods. The Union President has full discretion on distribution of official time within sites up to the maximum time allowed. Official time is limited pursuant to the following table:

<b>POSITION</b>	<b>Ratio/Union</b>	<b>Per Pay Period</b>
President	1	50%
Executive Vice President	1	35%
Secretary/Treasurer	1	5%
Vice President, FS	1	5%
Vice President, HAAF	1	5%
Chief Steward, FS	1	5%
Chief Steward, HAAF	1	5%
Stewards	1 per 50 BUE	5%

**Section 5** Activities for which properly designated Union representatives may appropriately use official time during duty hours without charge to leave or loss of pay include, but not specifically limited to, the following:

a. **Stewards:**

- (1) Prepare and present to Management an employee's grievances filed under the negotiated grievance procedure IAW the procedural steps outlines in Article 16.
- (2) Attend formal and investigatory meetings between any Management and employee(s) within the steward's assigned representational area when such meetings are called by Management.
- (3) Participate in arbitration hearings in either a representational capacity or as a witness subject to the provisions of Article 16.

- (4) Consult with Management within the steward's assigned area of responsibility over grievances, personnel policies or practices, or matters affecting working conditions and/or conditions of employment of BUE. Stewards at FS will not normally participate as a representative in grievances at HAAF and vice versa.
- (5) Participate in periodic Union/CPAC meetings (Limited to the Union President or their designee and one (1) other Officer/steward). In cases where Management has three (3) or more present, the Union will be allowed to have the same number of representatives at the meeting.

b. Union Officials:

- (1) Consult with Management either at Management's request or upon request of the Union on appropriate matters which affect BUE.
- (2) Attend formal meetings between Management officials and BUE when such meetings are called by Management.
- (3) Prepare and present Union grievances or Unfair Labor Practices (ULP) to Management.
- (4) Prepare responses to Management grievances.
- (5) Participate in arbitration, Merit System Protection Board, and Equal Employment Opportunity (EEO) hearings in either a representational capacity or as a witness subject to the provisions of applicable laws, rules, regulations, this contract, and decision of the administrative judge.

**Section 6** Subject to patient care duties and other workload considerations, a reasonable amount of time during work hours will be granted to Officers, stewards and aggrieved employees to attend administrative hearings and meetings with Management officials. Subject to patient care duties and other workload considerations reasonable time may also be allowed for Officers, stewards and employees to meet to discuss, prepare for and present grievances, appeals, discrimination complaints, and other appropriate matters.

**Section 7** It is not intended that official time will be granted to any one steward for repeated service as a Union representative when such repeated service would unduly interfere with the performance of patient care and other regularly assigned duties.

**Section 8** Use of official time for activities not authorized by this Agreement or failure to adequately describe the time used may result in the retroactive denial of official time.

**Section 9** It is agreed that there will be only one (1) representative on official time at the first step of a grievance or complaint. Official time will not be permitted for employees who are already in a leave status (i.e., annual leave, sick leave, LWOP); are working overtime unless health or safety is involved; or to perform representational duties outside the bargaining unit in which they are employed.

**Section 10** It is expected that the use of telephones to conduct Union representational duties normally should not exceed ten (10) minutes per discussion.

**Section 11** Certain Union activities are not considered to be of benefit to Management and will be conducted only during the employee's own time and not during duty time or in



work areas. These activities include, but are not limited to: solicitation of membership; dues collection; campaigning for a Union office; distribution and posting of literature unless authorized by this Agreement and representational duties outside the bargaining unit described in this Agreement.

**Section 12** Should it be necessary for a steward to leave their work area, they shall request permission from their supervisor and the supervisor of the section they intend to visit as far in advance as practicable. The steward will report to their supervisor upon their return to their work area. Such visits will be conducted as close as practicable to the aggrieved employee's work area.

**Section 13** Prior to entering a work area, the Union representative will make arrangements with that supervisor to contact the employee(s). However, if the supervisor cannot release the employee(s) at that time, the supervisor will advise the steward of a time when the employee(s) will be available. Where delays in presenting grievances are caused by the supervisor's inability to release an employee due to patient care, normally no more than twenty-four (24) hours, additional time for such purpose may be granted understanding the fact that patient care considerations are paramount. Union Officials, stewards, and the employee(s) contacted will report to their supervisors upon their return to work.

**Section 14** An employee desiring to leave their job to secure the advice and assistance of a steward assigned to their representational area will obtain their supervisor's permission before doing so. However, if the supervisor cannot release the employee at that time, the supervisor will advise the employee of a time when they can be released. The employee will report back to their supervisor upon returning to their work area. An employee desiring to confer with a steward will also obtain oral permission from the steward's supervisor before interrupting the steward's work.

**Section 15** Contacts between an employee and their steward assigned to represent their respective area will normally take place within the immediate vicinity of the employee's assigned work area so long as privacy can be assured.

**Section 16** Each Union Officer and steward shall report to work at their regular work site at the beginning of their respective shift, unless otherwise agreed to by a higher-level supervisor. Each Union Officer and steward shall enter and remain in their work area only on their respective shift unless otherwise agreed to by a higher-level supervisor. Union representative will not be on official time for conferences with Management held outside their regularly scheduled working hours.

**Section 17** In order to account for the total hours and usage spent by Union Officers and stewards on approved Union activities, the following procedures will be followed: Union Officers and stewards will submit an Office of Personnel Management (OPM) Form 71 in the Army Time and Attendance Pay System (ATAAPS) and annotate the proper date, time, and totals hours. In the "Purpose" section, Union Official and stewards will annotate the reason for the use of official time by citing to a specific activity authorized.

**Section 18** Union Officers and stewards may receive and investigate, but shall not solicit grievances from employees.

**Section 19** Upon request of their steward, an employee's supervisor will arrange for a private facility in instances where the steward and employee request a private discussion.

**Section 20** Action shall be taken by Management to make all supervisors of Union Officers and stewards aware of the requirement that no restraint, interference, coercion, or discrimination will be used against a Union representative because of the performance of their representational duties and responsibilities. Failure to comply with this policy may constitute grounds for disciplinary action.

**Section 21** Union Officers and stewards are authorized to perform and discharge the representational duties and responsibilities, which may be properly assigned to them by the Union President. Each Union representative is authorized to consult with the respective Management official at their (changed from his/her) level and to conclude agreements on appropriate matters subject to approval by the Union President and authorized Management official. This presupposes prior notification to CPAC.

**Section 22** Authorized representatives of the Union who are not employees of MEDDAC will be allowed to visit the MEDDAC at reasonable times with as much advance notice as practicable to the Deputy Commander of Administration, or their designated representative, but not less than five (5) days. However, when the visit is only to the Union office to meet with individuals who are not otherwise in a duty status, no advance notice is required subject to applicable security regulations.

## **ARTICLE 7 Management Obligations**

**Section 1** Management agrees not to apply a new policy affecting BUE without consultation and/or negotiation with the Union, where appropriate, as outlined in Article 4.

**Section 2** Management is obligated to consult and/or negotiate with the Union President or their designated representative concerning personnel policies and practices, and matters affecting work conditions, as appropriate, subject to law and policy requirements. Management agrees to notify the Union IAW Article 4 where anticipated changes relative to the foregoing matters may have an impact on BUE.

**Section 3** Management will endeavor to assure that all levels of staff and Management are apprised of their responsibilities under the provisions of this Agreement.

**Section 4** Management agrees to consider conducting labor relations training for Union stewards and representatives when the Union requests such training and the work load permits.

**Section 5** Management agrees to consider allowing the Union to brief supervisors, upon request, on topics of interest to both parties.

## **ARTICLE 8 Union Obligations**

**Section 1** The Union agrees to encourage employees to actively support Management in its efforts to eliminate waste, conserve materials/supplies, improve the quality of patient care, combat tardiness, absenteeism, carelessness and any other practices which restrict patient care and hinder efficiency, and encourage the submission of improvement ideas and cost reduction ideas.

**Section 2** The Union agrees to make equitable use of its stewards to the degree practicable within the activities to which the stewards are assigned. Stewards normally will represent BUE within the area to which the steward is assigned. It is understood that a steward performs regular assigned duties, and although these duties are their primary concern, official time will be granted to allow the steward to perform appropriate duties as a Union representative IAW this negotiated Agreement. It is also understood that participation in labor organizations safeguard the public interest and contribute to the efficiency.

**Section 3** The steward will have a working understanding of this Agreement and be able to explain its provisions to the employees they represent.

**Section 4** Management will neither designate a representative for an employee nor will Management require any employee or individual to serve as a representative of another employee. The Union recognizes that, IAW applicable regulations, it may not represent employees who are supervisory personnel or otherwise not in the bargaining unit, nor does this agreement apply to these employees.

**Section 5** The Union agrees not to discriminate or refrain from representing any employee in the bargaining unit because of their failure to become or remain a member of Local No. 1922, AFGE.

**Section 6** The Union will make reasonable efforts to be specific in identifying the area of information desired when requesting information under 5 U.S.C. § 7114(b)(4). To help assure the proper level of coordination and effort by Management, the Union will submit all information requests under 5 U.S.C. § 7114(b)(4), in writing to the CPAC Labor/Employee Relations Specialist and each request will be signed by the Union President or other Union Official on behalf of the President. If it is unclear to Management what information is being sought or what records or in what databases the records containing the requested information is maintained, the Union will meet with Management to discuss the request, and if applicable, review various types of records maintained by Management in an effort to determine what records and databases may best fill the Union's request.

## **ARTICLE 9**

### **Mutual Obligations**

**Section 1** Supervisors will confer with CPAC to assure uniform interpretation, understanding, and implementation of the CBA.

**Section 2** In the event of conflict in interpretation of the CBA, both the supervisor and the Union President will refer the matter for clarification to the CPAC Labor Relations Specialist.

## **ARTICLE 10**

### **Informational Picketing**

**Section 1** The Union, at their discretion, shall be allowed to establish informational picketing at the outside of each boundary gates checkpoint to FS/HAAF. The Union will abide by all security regulations of the agency.

**Section 2** Management shall be notified prior to establishing pickets.

**Section 3** Subject to the operational needs of Management, persons shall be allowed to participate in this picketing on annual leave, LWOP, or on off-duty time.

**Section 4** While picketing, leaflets and other material may be handed out and media coverage shall be allowed during this time so long as it does not restrict operations of the installation(s).

## **ARTICLE 11**

### **Use of Facilities, Equipment and Bulletin Boards**

**Section 1** Facilities will be provided, wherever practicable and available, for meetings with individual employees regarding complaints and/or grievances and will ensure maximum privacy for such meetings.

**Section 2** Union Officials and stewards will have access to government telephones for local use when necessary in conducting proper labor-management relations activities. The location of these telephones will ensure a sense of reasonable privacy.

**Section 3** The Union shall be afforded the right to post bulletin boards on the same basis as Management in terms of the number, size, and location of official Management bulletin boards within serviced areas. Union bulletin boards will be of reasonable shape, appearance, and dimensions. The Union will be responsible for the upkeep/maintenance of all such bulletin boards.

**Section 4** Information posted on such bulletin boards will not be scurrilous, defamatory, libelous, or otherwise grossly inappropriate with regard to Management officials or others.

**Section 5** The Union can share information on the MEDDAC website that is mutually agreeable to both parties and which promotes effective communications and employee participation such as monthly Union meetings. A copy of the current CBA shall be permitted to be posted to the MEDDAC website.

## **ARTICLE 12**

### **Union/CPAC Meetings**

**Section 1** The Union and CPAC agree to hold meetings as deemed appropriate by the parties.

**Section 2** Union/CPAC meetings should not deal with individual employee personal problems. They should be designed to accomplish such matters as:

- a. Provide the Union an opportunity to express its views on matter of general concern to MEDDAC employees.
- b. Identify problems at their earliest possible stage.
- c. Provide Management an opportunity to share with the Union unclassified information concerning its mission, workload, budget, and other matters which will affect the workforce.
- d. Solicit Union support for such matters as worker suggestion, safety, blood-donor, charity drive, energy conservation, and employee productivity programs, and seek its assistance in reducing sick leave, absence without leave (AWOL), and delinquent debts.

**Section 3** Prior to any meeting, unless agreed upon beforehand, each party should provide the other party an agenda in writing of the topics to be discussed including an estimated duration of the discussion delineated by topics. When practicable, an agenda will be submitted five (5) working days in advance of the scheduled meeting.

**Section 4** These meetings will be conducted informally and will be attended by an equal number of Management and Union representatives. Union representatives will be granted official time to attend these meetings.

**Section 5** A summary of matters discussed at the meetings may be prepared by the attending Management representative/designee and copies submitted to the Union, upon request.

## **ARTICLE 13**

### **Performance Appraisals**

**Section 1** The performance appraisal system used by activities subject to this Agreement will comply with all current laws, rules, and regulation. The definition of terms for the purpose of interpretation of this Agreement and for the administration of the performance appraisal system will be the same as those given in current regulations and subsequently issued updates, subject to the right of the Union to be consulted in advance with respect to any substantive proposed changes proffered by Management.

**Section 2** Management and the Union agree to work collectively to promote the Defense Performance Management and Appraisal Program (DPMAP) to aid in the efficient and effective transition to this new performance management and appraisal program.

**Section 3** Management and the Union agree that more frequent counseling promotes effective communication between employees and supervisors.

**Section 4** An employee should not receive an overall rating of less than successful if the employee did not receive a scheduled counseling or any counseling for a performance deficiency.

**Section 5** The primary purpose of the Values block of the performance appraisal will be to document positive aspects of the Ratee's contributions that do not necessarily relate to work performance in relations to Army Values. It is intended to foster communication, not to provide disparaging comments about the Ratee. Supervisor should refrain from using this block as a means to comment on performance deficiencies.

## **ARTICLE 14**

### **Disciplinary Actions**

**Section 1** Management and the Union agree that all employees are bound to adhere to the standards of conduct as outlined in governing laws, rules and regulations.

**Section 2** Management will ensure that newly assigned employees are informed of the standards of conduct specified in the appropriate regulations upon their entry on duty.

**Section 3** Any disciplinary action taken against an employee will be administered IAW governing regulations and will be taken only for such causes as to promote the efficiency of the service.

**Section 4** Any grievance over a disciplinary action arising from an alleged violation of the standards of conduct may be filed at the Third Step under Article 16, Grievance Procedure. An employee must file the grievance within fifteen (15) working days after the effective date of the disciplinary action.

**Section 5** If at any time an employee is being questioned by a supervisor or Management official on a matter that they reasonably believe may lead to disciplinary action, they have an absolute right to request that a Union representative be present as provided for by 5 U.S.C. §7114(a)(2)(B). When an employee requests Union representation (unless subsequently waived), no further questioning or interrogation will take place until a Union representative is present. Absent extenuating circumstances, such representation will be provided within twenty-four (24) hours of the employee's request.

**Section 6** A formal notice of proposed disciplinary action to an employee will contain a statement whereby the employee may indicate that the Union may receive a copy of said proposed action.

**Section 7** Management recognizes its responsibility to initiate a disciplinary action, where warranted, within a reasonable amount of time after knowledge of the incident or infraction.

**Section 8** When an employee does not elect to have the Union represent them, the Union will be permitted to have an observer present IAW 5 U.S.C. §7114(a)(2) on official time, subject to the terms of Section 6, only where settlement or resolution of the matter will be discussed. If resolution or settlement is not discussed the Union may only attend such meetings with the employee's consent.

**Section 9** If an employee is to be served with a warrant or subpoena, it should, to the extent practicable, be done in private without the knowledge of other employees.

## **ARTICLE 15**

### **Settlement of General Disputes**

**Section 1** Should any dispute arise between Management and the Union concerning the interpretation or application of this Agreement, representatives of the parties shall make an earnest effort to resolve the matter through consultation and discussion for a period not to exceed thirty (30) calendar days, unless the parties mutually agree to extend the time frame.

**Section 2** If such efforts fail to produce a mutually satisfactory understanding, either party may present its position in writing to the other party or their designated representative. If no satisfactory solution is reached at this level between the two parties, either party to this Agreement will have the authority to invoke arbitration IAW Article 18 and 5 U.S.C. §71.

## **ARTICLE 16**

### **Grievance Procedure**

**Section 1** The purpose of this Article is to provide a mutually acceptable method for the prompt settlement of grievances.

**Section 2** Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. Management and the Union agree that every effort will be made by the parties to settle grievances at the lowest possible level.

**Section 3** Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, their performance, their loyalty or desirability to the organization. Similarly, the occurrence of occasional grievances or appeals shall not be construed as reflecting unfavorably on the quality of supervision or on the general management of the organization.

**Section 4** A grievance means any complaint:

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any employee;  
or
- c. By any employee, the Union, or Management concerning;
  - (1) The effect, interpretation, or a claim or breach of this CBA;
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation materially affecting a working condition or a condition of employment.

**Section 5** An aggrieved employee affected by discrimination, a removal, or a reduction in grade based on unacceptable performance or an adverse action may, at their option,

raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both. For the purpose of this section and pursuant to 5 U.S.C. §7121(e)(1), an employee shall be deemed to have exercised their option under this section when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure.

**Section 6** The following items are specifically excluded from coverage under this procedure:

- a. Any claimed violation relating to prohibited political activities.
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal for national security reasons pursuant to 5 U.S.C. §7532.
- d. Any examination, certification or appointment relating to employment.
- e. Any classification or re-classification of a position, which does not result in the reduction in grade or pay of an employee.
- f. Reduction-in-force (RIF).
- g. Any non-selection for a position or promotion from a properly ranked referral and selection register.
- h. Any non-adoption of a suggestion.
- i. Any termination of probationary employees or termination of temporary employees with less than six (6) months of appointment.
- j. Any notice of a proposed adverse action.
- k. Peer Review Committee or other Credentialing Processes and their results.
- l. Any matters that are subject to a Quality Assurance investigation regarding the quality of care given to a patient.
- m. The assignment of rating of record.
- n. Furlough.

**Section 7** Questions of grievability or arbitrability by either the Union or Management shall be referred to the arbitrator at Step Four of the negotiated grievance procedure as a threshold issue in the related grievance. In such situations, the arbitrator will first hear/consider the question of grievability and/or arbitrability.

**Section 8** Union initiated or Management initiated grievances may, at the election of the grieving party, begin the grievance at any step of the grievance procedure. Failure of Management or Union officials to answer written grievances within the time limits prescribed, unless mutually agreed to extend said time, shall permit the grievant or designated representative to refer the grievance to the next step.

**Section 9** Time Limits. Other than those grievances concerning working conditions and/or conditions of work covered under Article 4, Section 3c, if any other grievance under this article is not addressed with the immediate supervisor of the grievant within fifteen (15) working days after the occurrence of their knowledge of the issue giving rise to the grievance, such grievance shall not be presented or considered at a later date. Extensions will be granted if mutually agreed upon by both parties.

**Section 10** The Negotiated Grievance Procedure.



The following steps will be followed in processing grievances:

Step 1: Within ten (10) calendar days of the event or occurrence triggering the grievance, the grievance shall first be taken up by the aggrieved employee(s) with their immediate supervisor or at the appropriate level within the organization. The Union steward for that activity may represent the employee(s) and act on their behalf or the aggrieved may process the grievance on their own behalf without representation.

Step 2:

- a. If the grievance is not settled within ten (10) calendar days from the date of the initial Step 1 meeting, and the grievant decides to pursue the issue, the grievance shall be reduced to writing, stating the Article and Section of the contract violated, if any, the corrective action sought and submitted to the appropriate Deputy or their designated representative, or other appropriate management/supervisory official, with a copy to the CPAC, within ten (10) calendar days from the date of the Step 1 meeting.
- b. The grievant and/or appropriate Union representative will meet with the appropriate Deputy or their designated representative within ten (10) calendar days after receiving the written grievance.
- c. Any settlement reached will be reduced to writing by Management, signed by the grievant and Management, and a copy will be furnished to all parties. If no settlement is reached, a memorandum for record will be prepared by Management summarizing the grievance and the considerations afforded the grievant during the meeting. The memorandum will be furnished to the grievant and the CPAC within fourteen (14) calendar days from the date of the Step 2 meeting.

Step 3:

- a. If no settlement is reached during the Step 2 meeting, the grievance may be referred in writing fourteen (14) calendar days of the Step 2 meeting to the MEDDAC Commander with a copy furnished to the CPAC.
- b. The Commander or their designated representative will issue a decision within fifteen (15) calendar days from the date of referral to Step 3. Any Commander or their designated representative responding to a grievance will automatically be considered at Step 3 of the grievance process.

Step 4:

- a. If no settlement is reached within thirty (30) calendar days from the date of the Step 3, only the Union President, Commander, or the Commander's designated representative may refer the grievance to arbitration IAW the arbitration procedures in Article 18 of this Agreement.
- b. During Steps 1 through 3 of the negotiated grievance procedures, the Union or Management may amend the written grievance statement to cite additional Articles and Sections of this Agreement violated.

- c. If new factual information related to the factual basis giving rise to the grievance is made known to either party, the party may amend their respective grievance accordingly, provided that the party seeking to amend the factual basis supporting their grievance did not willfully withhold the new factual information from the other party.

**Section 11** Outline of the Negotiated Grievance Procedures – Employee Grievances.

STAGE OF GRIEVANCE	ACTION UNDERTAKEN	TIMEFRAME	SUPERVISORY LEVEL
Step 1:	a. Grievance initiated	a. Within 10 calendar days of event triggering grievance	a. Lowest appropriate level; usually the immediate supervisor
	b. Step 1- grievance meeting	b. N/A	b. Same as above
Step 2:	a. Step 2 grievance filed	a. Within 10 calendar days of a Step 1 meeting	a. Deputy or Designated Representative
	b. Step 2 grievance meeting	b. Within 10 calendar days of receipt of Step 2 grievance	b. Same as above
	c. Step 2 grievance response to employee	c. Within 14 calendar days of Step 2 meeting	c. Same as above
Step 3:	a. Step 3 grievance filed	b. Within 14 calendar days of a Step 2 meeting	a. Commander or Commander's Designated Representative
	b. Step 3 grievance decision	b. Within 15 calendar days of receipt of Step 3 grievance	b. Same as above
Step 4:	Arbitration invoked by Union or Management	Within 30 calendar days from date of Step 3 decision	Commander or Commander's Designated Representative

## **ARTICLE 17**

### **Interpretation of Regulations**

**Section 1** Questions as to interpretation of published policies or regulations of a primary national subdivision, Department of Defense (DoD), provision of law, or published regulation of appropriate authority outside the DoD will be resolved in the following manner:

- a. Upon receipt of a grievance and upon agreement that the sole issue is the interpretation of such a regulation or policy, Management will compile a record of facts bearing on the case, including citation of the grievance and any other supporting material.
- b. The aggrieved will be given the opportunity to review this submission and to submit such written comments, as they may desire, as part of the record.
- c. The file will be forwarded to the proponent of the regulation or policy for official interpretation. The aggrieved will be notified in writing by Management that official interpretation is being sought from the proponent.
- d. Upon receipt of the official interpretation, the aggrieved will be notified in writing by Management.

**Section 2** No interpretation issue will be referred for an official determination under this procedure unless it is clear that the sole issue is the interpretation of a regulation or policy. The interpretation by the proponent agency will be binding on all parties; however, the application of the regulation may be negotiable.

## **ARTICLE 18**

### **Arbitration**

**Section 1** Any dispute or grievance that cannot be settled under Articles 15, 16, or 17 of this Agreement may be submitted to arbitration.

**Section 2** Only the Commander (or their designated representative) or the Union President (or their appointed designee) shall submit matters for arbitration. The party invoking arbitration shall submit the particulars of the matter in writing to the CPAC Labor Relations Specialist and the other Party to the arbitration.

**Section** Matters for arbitration under Article 15 and Article 16 will be submitted not later than thirty (30) calendar days from the date of decision under these Articles. Matters for arbitration under Article 17 will be submitted not later than thirty (30) calendar days from the date of submission of a written position.

**Section 4** Within five (5) working days from the date of the receipt of an arbitration request, the parties will jointly or individually request the Federal Mediation and Conciliation Service (FMCS) to submit a list of impartial persons qualified to act as arbitrators. The parties shall meet within seven (7) working days after receipt of such list to strike from the list unless the parties mutually agree to extend the time.

**Section 5** The Union and Management will alternately strike one (1) arbitrator's name from the panel and shall then repeat this procedure. The remaining name shall be the selected arbitrator. The party striking the first name shall be determined by a toss of a coin.

**Section 6** The FMCS shall be empowered to make a direct designation of an arbitrator to hear a case in the event either party refuses to participate in the selection of an arbitrator, or upon inaction or undue delay on the part of either party.

**Section 7** Prior to the notification of the selection of a specific arbitrator, the parties shall meet for the purpose of defining the issues to be arbitrated. If an agreement cannot be reached, the issues to be arbitrated, the Articles and Sections of this Agreement, the grievance, the decision at each step, and any other information as agreed to by the parties, shall be forwarded to the arbitrator upon the confirmation of their appointment.

**Section 8** If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission to the arbitrator, and the arbitrator shall determine the issues to be heard.

**Section 9** The fees and expenses of the arbitration shall be borne equally by the parties.

**Section 10** The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the FLRA, under regulations prescribed by the FLRA.

**Section 11** In the event an arbitrator's award is appealed to the FLRA by either party, the award shall be stayed or delayed IAW the rules of the FLRA.

**Section 12** Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement.

**Section 13** It is understood that grievances which are not complex normally do not require a transcript, and where there is no mutual consent for providing a transcript, either party may elect to obtain such transcript at their own costs; however, the other party may not be privileged to such transcript except when they have equally shared the total cost of obtaining the transcript. Filings of briefs are optional to the parties at their discretion.

**Section 14** The arbitration hearing will be held, if possible, on Management's premises during the shift hours of the regular day of the basic work week. Participants in the hearing whose regular tour of duty coincides with the hearing will be excused from duty without loss of pay or charge to leave. Such time for Union Officers or stewards will be reflected for time card reporting purposes as official time using the appropriate official time payroll code. Management will rearrange the tour of duty of other participants at the hearing unless such rearrangements would seriously handicap the operations of the organization.

**Section 15** The arbitrator will be requested to render a decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

**Section 16** Where there is not already an arbitrator's decision on the arbitrability of the issue, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case during the same hearing and shall first make a threshold determination as to the grievability before proceeding to consider the merits of the case. No decision on the merits will be made should the arbitrator determine that the matter is not arbitral or grievable.

**Section 17** Where the parties consider it mutually desirable to do so, (i.e, in an instance such as a highly complex case which could be expected to require several days of hearings) the parties may elect to have the issue of arbitrability / grievability and the issue involving the merits of the case considered separately.

## **ARTICLE 19**

### **Unfair Labor Practice (ULP) Charges**

**Section 1** The parties recognize that ULP charges and subsequent proceeding are governed by 5 U.S.C. §71 and current and future regulations of the FLRA. No attempt is made here to modify, abridge, supersede, or otherwise take precedence over applicable law, or regulations, and it is intended that this Article be interpreted in that context.

**Section 2** Consistent with the philosophy reflected in Article 15, Section 2 of this Agreement, misunderstandings and disputes are ideally settled on an informal basis at the lowest practicable level. Like grievances, the parties agree that it is beneficial to resolve disagreements before they elevate to the level of a formal ULP charge. Toward this end, the parties will endeavor to create a climate whereby ULPs are not likely.

**Section 3** In the event one party does intend to charge the other with a ULP (as contemplated under FLRA regulation), the party to be charged will generally be given a copy of the charge, and reasonable opportunity to attempt resolution before the charge is transmitted to the FLRA Regional Office for consideration. The foregoing does not contractually bind either party to this course of action in any particular instance where an ULP charge may be filed, but rather, is an acknowledgement that disputes are best addressed in their infancy, and while not mandated by this Agreement, a "cooling off" period may be utilized prior to the filing of an ULP charge.

## **ARTICLE 20**

### **Payroll Deduction of Union Dues**

**Section 1** In conformance with applicable Civil Service Regulations and policies of Department of the Army (DA), Management will withhold Union membership dues, as voluntarily allotted by BUE of the Union.

**Section 2** Withholding shall include the regular periodic amounts required to maintain the employee as a member in good standing, but shall not include initiation fees, special assessments, back dues, or fines.

**Section 3** BUE participating in the dues withholding program must be members in good standing in the Union, as determined by the Union.

**Section 4** Allotments for Union dues must be authorized on Standard Form (SF) 1187. The title of this form is "Request for Payroll Deductions for Labor Organization Dues". The Union is responsible for informing its members of the allotment program, its voluntary nature and the use and availability of the standard form and the conditions governing revocation of allotments.

**Section 5** BUE wishing to participate in the dues withholding program must obtain SF 1187 from the Union. The Union completes Section A of the form, and the employee fills in the remaining blanks. The Union is responsible for delivery of the completed original copy to the CPAC Labor Relations (LR) Specialist for verification of eligibility. After verification, the LR Specialist forwards the SF 1187 to the Civilian Pay Representative for civilian pay in MEDDAC Human Resources Division (HRD). If the employee is not eligible for Union dues deductions, the LR Specialist will return the SF 1187 to the Union with an explanation for the ineligibility.

**Section 6** SF 1187 must be received by the Civilian Pay Representative a full pay period prior to the beginning of the pay period during which the dues deduction is to be made.

**Section 7** Union dues will not be withheld when an employee's net salary for the pay period involved is insufficient to cover the dues after other legal and required deductions have been made.

**Section 8** It is agreed that the amount of dues to be withheld shall remain unchanged until the Union certifies to the Civilian Pay Representative that the amount of dues has changed for a particular member(s), showing the specific amount of the new deduction. Such changes shall not be made more frequently than once each twelve (12) months, measured from the date of the last change made by the Union. Notification of dues changes must be received by the Civilian Pay Representative a full pay period prior to the beginning of the pay period for which the change is effective.

**Section 9** An employee may revoke deduction of dues by using Standard Form 1188. Request for Dues Termination will be forwarded by the Union to the servicing CPAC after receiving the appropriate SF1188 from the member. The revocation may not be effective for a period of one (1) year from the date the allotment was first made.

**Section 10** Dues withholding will be discontinued when the allotter dies, retires, is separated from the Federal service, is transferred from the installation servicing Civilian Payroll Office, moves, or is reassigned to an organizational segment which has not been accorded exclusive recognition, upon loss of exclusive recognition by the labor organization; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DoD. Dues withholding will also be discontinued upon receipt of notice from the Union that the employee has resigned, been suspended, been expelled, or for any other reasons ceases to be a member in good standing of the Union. The Union is responsible for promptly submitting such notices to the Civilian Payroll Representative in MEDDAC HRD.

**Section 11** Remittances to the Union of dues withheld for its account shall be made no later than three (3) working days following the day on which the related salaries were paid

to the employees. Such remittances will be made to the Union Officer designated in writing by the Union to the Civilian Payroll Representative in MEDDAC HRD. Remittances shall show the names of participating employees, the amounts withheld, and the pay period from which deductions were made.

**Section 12** There shall be no charge by Management for deduction of Union dues.

## **ARTICLE 21**

### **Cost Reduction and Work Improvement**

**Section 1** It is agreed that more efficient use of labor and resources will result in increased productivity. To this end, the Union agrees to cooperate with Management in efforts to reduce waste, recycle, conserve materials, safeguard employees' health, prevent accidents, and discourage unplanned absences through practical and mutually beneficial means.

## **ARTICLE 22**

### **Contracting Out**

**Section 1** The Union recognizes that Management has the authority and responsibility to determine the methods, means, and personnel required to accomplish the mission of the MEDDAC. Management and the Union recognize that the agency retains the right to make decisions regarding the contracting out of work under 5 U.S.C. § 7106(a). Management and the Union also recognize that contracting for services by Management is subject to certain policies and restrictions imposed by laws and regulations having government-wide application.

**Section 2** Management will give the Union as much notice as possible in advance of contracting actions which may adversely affect or displace permanent employees. In all cases where contracting is utilized, Management will make responsible efforts to retain permanent employees.

**Section 3** Rationale for the contracting of work in this category will be provided to the Union upon request. Management will provide the Union access and copies of records pertaining to a specific contract, unless prohibited by law and/or regulations by higher authority.

**Section 4** In the event that Management requires that activity work be done by contract, BUE will not be under the supervision of a non-federal supervisor unless the employee is so instructed by an individual who is already in a position of supervisory authority over them. This means that non-federal supervisors do not inherently exercise supervision over BUE and will not do so unless it is approved by an individual with authority to do so (as determined by the Commander).

**Section 5** When Management determines that activity work will be contracted out, Management will consult with the Union, upon request, concerning the impact on BUE. This shall include, but is not limited to, specific procedures calling for reassignment,

demotion, transfer, detail, retirement, or other matters affecting BUE directly or indirectly by the contracting action.

## **ARTICLE 23**

### **Hours of Work**

**Section 1** Clean up time. Each major departmental element will, where necessary, determine and allot a reasonable amount of time sufficient for cleanup and storage of any tools and equipment. No across-the-board cleanup time will be established. In those instances where it has been clearly established that cleanup is required, fifteen (15) minutes is normally considered reasonable time; however, time required and allotted may vary depending on work areas and conditions.

**Section 2** Break Periods. A break period of at least fifteen (15) minutes shall be granted to employees at least once per four (4) hours worked. The number of breaks granted in excess of one (1) per four (4) hours worked ratio will be done on the basis of equity and reasonableness in the workplace. Breaks are understood to be applied so as to promote the efficiency of the department. Employees should be afforded a break opportunity after the initial two (2) hours of assigned shift have been performed not later than four (4) hours. Time used throughout the shift for calls of nature will not be applicable to break periods. A break period may be conducted away from the employee's work area, with supervisory approval, as long as the employee can return within the fifteen (15) minute break period and has provided the supervisor a means of contact while away from the work area in the event of an emergency recall. The burden is on Management to facilitate a duty schedule that provides sufficient staffing for break periods to be afforded.

**Section 3** Meal Periods. Shifts will provide for meal periods of no less than thirty (30) minutes but no greater than sixty (60) minutes duration. A period of twenty (20) minutes will be granted and will be considered time worked for which compensation is allowed for those employees not otherwise permitted a normal meal period as defined above. Employees who are on normal meal periods that are not compensated will have no restrictions on where the meal period is conducted. The employee will be relieved from all duties and may conduct their meal period away from their respective work area provided the employee provides the supervisor a means of contact while away from the work area in the event of an emergency recall. The burden to facilitate a duty schedule that provides sufficient staffing for meal periods to be afforded is on Management.

**Section 4** Forbearance of Breaks and/or Meals. Management, at its discretion, can require the employee to forbear break and/or meal periods when patient care considerations necessitate the same, provided that for each forborne meal period the employee shall receive compensation equal to the relevant meal period and breaks when forbearance of such breaks cause the employee to go into an overtime status.

**Section 5** Breaks and Meal Periods during Overtime Periods. The requirement for providing breaks and/or meal periods for an employee shall be based on the number of consecutive hours worked, calculated from the time when the employee officially begins work on any given day or shift. If an employee works beyond their normal tour of duty, they shall receive a minimum of one (1) fifteen (15) minute break for each additional four



(4) hours worked, regardless of how this additional time is classified (i.e., overtime, compensatory time). The employee shall be granted a meal period for every consecutive seven (7) hours work regardless of whether said time is designated as regular time, overtime or a combination thereof.

**Section 6** Holiday Work. When holiday work assignments are necessary they shall be offered to the employee who normally performs the work. Management shall establish a schedule by seniority among skills groups. The first holiday will be offered to the most senior person first and continue down the list until enough people willing to work have accepted the offer to work. The next holiday will be offered to the next senior qualified person on the seniority list. In the event management cannot get enough people to work the same holiday, normally the least senior person shall be compelled to work. Thereafter, holiday work will be rotated from an inverted seniority list. Management will maintain accurate records of the holidays worked by each employee. These records will be made available to each affected employee or his representative upon request. This same methodology will be used to shift selection and leave requests.

**Section 7** Shifts.

- a. Employee tours of duty, be they eight (8)-hours or twelve (12)-hours, are generally covered in separate alternate work schedule agreements. These agreements continue in effect except as modified by this Agreement. Elimination of straight shifts will be handled through negotiations.
- b. Employees from the same skills group may voluntarily trade shifts on a long or short- term basis, subject to the approval of Management. Such trades must be recorded in writing and attested to by the employees and Management.
- c. Where feasible, Management will try to provide two (2) consecutive days off when establishing work schedules.
- d. Consistent with applicable Federal law, the qualifications of the employee, and priority needs of the mission, employees will be initially assigned to shifts according to their stated preference based on seniority as established by Article 23 no later than ninety (90) days after the execution of this contract and thereafter as vacancies arise.

## **ARTICLE 24**

### **Professional Seniority**

**Section 1** Seniority is the amount of time in total Federal government service based upon an employee's service computation date for leave. Professional's seniority is a designated portion of the workforce who:

- a. Regularly performs the same type of work on a daily basis in their respective work area.
- b. Hold the same series, grade and the same job descriptions.
- c. Should have the same tour of duty and be under the same supervisor.

**Section 2** Management must maintain a seniority list for all BUE and provide it to the Union upon request.

**Section 3** The seniority list shall be used for the below stated reasons as a minimum. The list is basically a work group subdivision upon which to base fair and equitable treatment. Priority shall be given for:

- a. Holiday work assignments.
- b. Shift selection.
- c. Leave requests, etc.

## **ARTICLE 25**

### **On-Call Duty and Pay**

**Section 1** On-call pay, employees must be assigned such duty by the authorized Management official or supervisor and be eligible to receive such pay IAW Title 38 of the U.S.C.

**Section 2** All employees who occupy positions being paid under Title 38 must be able to perform on-call tour of duty rotations.

- a. Employees scheduled for an on-call rotation will be required to:
  - (1) provide accurate contact information and, at the election of their supervisor, carry government issued electronic communication equipment;
  - (2) respond telephonically within ten (10) minutes of being contacted;
  - (3) be able to return for duty within sixty (60) minutes or less, unless otherwise approved in advance by a higher level supervisor;
  - (4) be able to return for duty fully capable of performing the full range of duties; and
  - (5) notify the supervisor as soon as practicable upon the employee realizing that they can no longer continue an on-call tour of duty.
- b. Employees scheduled for an on-call tour of duty will be paid at a rate equal to 10% of their actual overtime hourly rate for each hour on-call duty.
- c. When an employee is required to return to work:
  - (1) On-call pay will be suspended,
  - (2) When released from work, return to the scheduled on-call tour of duty, and
  - (3) Time spent at work less than two (2) hours will be deemed to be at least two (2) hours for pay purposes, and any time over two (2) hours will be deemed to be the actual time worked.
  - (4) On-call will apply to employee's section only.
- d. When an employee becomes incapacitated or is otherwise unavailable to report to work, the employee shall not receive on-call pay from the period of time that the employee becomes incapacitated or unavailable to the end of the scheduled on-call period.
- e. An employee performing on-call tour of duty shall not be in any approved leave status, and shall not be entitled to receive on-call pay when on approved leave during regularly scheduled on-call tour of duty.

## **ARTICLE 26**

### **Compressed Work Schedules**

**Section 1** A compressed work schedule (CWS) comprises an eighty (80) hours biweekly basic work requirement that is scheduled by an activity for less than ten (10) workdays. Such schedules may come in different forms but the most common CWS typically allows an employee to work eight (8) nine hour days and one (1) eight hour day with a regularly scheduled day off per pay period.

**Section 2** The parties recognize that due to the diversity and complexity of work operations within the MEDDAC, no single overall generic CWS would suffice to serve the needs of Management and employees in all situations.

**Section 3** Given the foregoing resolutions, the parties have resolved to effect a CWS by department on a case-by-case basis, based upon bilateral negotiations prior to implementation as may best fit the precise nature of the affected department. Each such agreement will become and be regarded as an addendum to this Agreement insofar as it applies to the department identified in that agreement.

## **ARTICLE 27**

### **Overtime**

**Section 1** Management reserves the right to assign work and require employees to work overtime.

**Section 2** Employees will be compensated for all overtime, night differential, weekend differential, and holiday pay IAW law and government-wide regulations. Fifteen (15) minutes is the minimum period of overtime that can be authorized.

**Section 3** Supervisors are responsible for assuring a fair assignment of overtime work insofar as the requirements of the department will permit. As a general rule, first consideration will be given to employees currently assigned to that job classification who are desirous of an overtime assignment.

**Section 4** Supervisors shall not assign overtime work to employees as a reward or penalty. Normally, supervisors will upon request, relieve an employee from an overtime assignment if their reason is valid and there is another qualified employee willing to accept the assignment and who is acceptable to Management.

**Section 5** A steward may consult with the supervisor concerning the assignment of overtime in an effort to keep the overtime work fairly distributed among all employees as far as possible. All overtime records will be made available to the Union upon request.

**Section 6** In the assignment of scheduled overtime, Management agrees to provide employees with a ten (10) days advanced notice. Any employee designated to work overtime on days outside of the basic workweek will be notified, except in cases of sudden or unanticipated work requirements demanding prompt attention, no later than ten (10) days prior to the scheduled overtime.

**Section 7** Employees that work overtime shall be granted a fifteen (15) minute break period at least once per four (4) hours worked.

**Section 8** Employees called in to work outside of and unconnected with their basic workweek shall be guaranteed a minimum of two (2) hours of work.

**Section 9** Night differential is in addition to overtime or holiday pay, payable under governing laws and regulations, and it is not included in the rate of basic pay used to compute overtime or holiday pay.

**Section 10** All forms of overtime and/or compensatory time will be authorized and paid in accordance with law/government-wide regulation.

## **ARTICLE 28**

### **Leave and Absences**

#### **Section 1 – 12**      **Annual Leave**

**Section 1** Application for annual leave will be made by the employee normally to their first-line supervisor either via an OPM Form 71 or an approved electronic timekeeping system. Approval of an employee's request for accrued annual leave may be granted, subject to patient care requirements, and provided that the employee gives their supervisor a minimum of seven (7) calendar day notice. The request will be approved or disapproved by the supervisor as soon as practicable after the request is made, which normally should not be more than seven (7) days. A copy or notice of the approval or disapproval will be furnished to the employee for their records.

**Section 2** When employees can be spared from their duties, annual leave will be granted freely for personal or emergency purposes. When Management finds it necessary to cancel previously approved leave, and/or deny the specific leave period requested by an employee, the reasons for such action shall be explained to the employee and annotated either on the OPM Form 71 or in the approved electronic timekeeping system. Supervisors and Management officials will determine when and to what extent annual leave will be granted. .

**Section 3** When an employee desires and the anticipated patient care schedule permits, Management will attempt to provide each employee an opportunity to take up to a two (2) week continuous vacation each year. Management will endeavor to schedule such requests when an employee submits a leave request at least six (6) months in advance of the requested leave period. The supervisor may approve a change in selection provided another employee's choice is not disturbed, and the employee can be spared from their duties. Employees will earn annual leave IAW applicable regulations. The minimum charge for annual leave is fifteen (15) minutes with additional charges in multiples of fifteen (15) minute increments thereafter.

**Section 4** In the case of transfer of an employee from one department to another, previously scheduled annual leave for vacation purposes shall be discussed with the new supervisor. The new supervisor will make every effort to honor the previously scheduled leave if mission permits.

**Section 5** Because of annual leave carry over ceilings, Management will make maximum efforts to grant leave that may be forfeited because it cannot be carried forward to the succeeding leave year. Any employee that is unable to use all annual leave (use or lose category) must request in writing for leave restoration to their immediate supervisor. Approval authority will be governed by the Commander, and at Commander's discretion may be delegated to another individual.

**Section 6** If, for any reason, the Commander schedules a temporary shutdown of operations or shut down because of an Act of God affecting the employees, reasonable efforts will be made to either provide work for employees or place employees on administrative leave.

**Section 7** Maximum consideration will be given to employees applying for leave on a workday that occurs on a religious holiday associated with the religious faith of the employee.

**Section 8** An employee may be granted leave at their request in case of a death in the immediate family. Immediate family member as defined IAW regulation.

**Section 9** The employee will contact their immediate supervisor to request unscheduled leave as soon as practicable when the need arises that requires their absence.

**Section 10** Advanced annual leave may be requested for an amount not to exceed that which will be earned within the remainder of the leave year. Employees will complete an OPM 71 or other approved electronic timekeeping system application for leave to request advanced annual leave. Approval authority will be governed by the Commander, and at Commander's discretion may be delegated to another individual.

**Section 11** Management will allow an employee to cancel previously approved annual leave. However, Management will not guarantee an employee will be granted requested alternate leave dates.

**Section 12** Management will make every effort to accommodate previously scheduled approved leave where the employee can demonstrate a monetary deposit has been made and will be forfeited if the leave is cancelled.

#### **Section 13-24 Sick Leave**

**Section 13** The Union joins Management in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave and use it wisely as it will be available to them in case of extended illness.

**Section 14** At their discretion, Management may consider the employee's self-certification as sufficient evidence to support a charge to sick leave for absences of three (3) consecutive work days or less. The self-certification is accomplished by having the employee complete an OPM 71. Nothing in this section prohibits Management from requiring administratively acceptable medical certificate as evidence as to the reason for

the absence as long as notification of this requirement is given prior to approving requested sick leave.

**Section 15** When in individual cases there is suspicion that the sick leave right has been abused, an employee may be placed on leave restriction according to the following:

- a. 1<sup>st</sup> offense – No longer than ninety (90) days.
- b. 2<sup>nd</sup> offense – No longer than one hundred eighty (180) days.
- c. 3<sup>rd</sup> offense – One (1) year.

In such cases the employee will be advised in writing that a medical certificate will be required to support any future grant of sick leave regardless of the duration.

**Section 16** The amount of advanced sick leave granted to an employee's account will not exceed thirty (30) work days at any time. Where it is known that the employee is to be retired or where it is anticipated that they are to be separated, the total advance may not exceed the amount which can be liquidated by subsequent accrual prior to separation. A request for advanced sick leave will be submitted by the employee to their immediate supervisor with supporting medical evidence that the requested leave is required. Approval authority will be governed by the Commander, and at Commander's discretion may be delegated to another individual.

**Section 17** Employees will earn sick leave IAW applicable regulations. The minimum charge for sick leave is fifteen (15) minutes with additional charges in multiples of fifteen (15) minutes increments thereafter.

**Section 18** Employees that occupy positions in departments required to provide twenty-four (24) hour coverage may be required to notify the supervisor in charge, their immediate supervisor, or the designated representative of their need for sick leave four (4) hours prior to shift change. All other employees that are not in positions specified above will notify their immediate supervisor or designated representative as early as possible on the first day of absence. Normally, this is to be done during the first two (2) hours of the work day.

**Section 19** Except in circumstances beyond their control, an employee will obtain approval of sick leave from their immediate supervisor or designated representative at the telephone number provided by their supervisor as applicable based on Section 18 above. Requests will be reported by the employee personally via telephone and/or text message. If the employee is incapacitated and unable to personally contact their immediate supervisor, other methods are acceptable such as by spouse or employee's representative. When using these alternative methods, the requirement remains to notify the immediate supervisor based on Section 18 above.

**Section 20** When an employee requests reasonable accommodation, supervisor will engage in interactive process IAW applicable laws and regulations.

**Section 21** When the supervisor does not suspect an employee of abusing sick leave privileges, advancement of sick leave to employees that have completed their

probationary period will be made in clearly established, deserving cases of serious disability or ailment.

**Section 22** When the employee has exhausted all accrued sick leave, consideration will be given to the use of annual leave, which he or she may otherwise be required to forfeit, provided there is a reasonable assurance that the employee will return to duty. A written request from the employee, supported by a statement from the attending physician or credentialed medical provider, must be made for advancement of sick leave.

**Section 23** When an employee requests leave to care for a family member with a serious health condition, the employee's supervisor should encourage the employee to complete a Department of Labor Form WH-380-F.

**Section 24** Sick leave may be used for personal medical needs; funeral leave; care of a family member that is incapacitated by a medical or mental condition; attending to a family member receiving medical, dental or optical examination or treatment; providing care for a family member with a serious health condition; or adoption related purposes. A supervisor may require an employee to provide a statement from a credentialed health care provider indicating that the family member will benefit from the employee's care or presence. A full-time employee may be granted a maximum of two-hundred forty (240) hours of sick leave each year for all family care purposes. A "serious health condition" is an illness, injury, impairment, physical or mental condition that involves inpatient care or continuous treatment by a health care provider. The term "serious health condition" includes such conditions as cancer, heart attack, stroke, severe injury, Alzheimer's disease, pregnancy, and childbirth. The term "serious health condition" is not intended to cover short-term conditions for which treatment and recovery are very brief. The common cold, flu, earache, upset stomach, headache (other than a migraine), routine dental or orthodontia problem, etc. are not serious health conditions unless complications arise.

#### **Section 25-29      Excused Absence (Administrative Dismissal) Because of Climatic Conditions**

**Section 25** When appropriate notice has been received that all or part of the installation will be closed because of climatic or disaster conditions, Management will notify employees and will excuse them from duty without loss of pay or charge to leave for the period that the installation or part of it is closed, consistent with latitudes provided in governing rules and regulations and/or mission requirements.

**Section 26** Employees who are on annual or sick leave for the entire day will be charged leave for the entire day.

**Section 27** Employees who after having been on duty during the first part of the day are absent on either approved annual or sick leave before notice of early dismissal is received will be charged leave for the balance of the day.

**Section 28** Normally the period of excused time will not exceed three (3) consecutive workdays for any single period of excused absence. When unusual circumstances exist

beyond three (3) workdays, excused absence for two (2) additional workdays may be authorized.

**Section 29** The Commander or their designee will identify “emergency employees” at least annually and notify them in writing that they are designated as emergency employees. The term “emergency employee” is used to designate those employees that must report for work in emergency situations. The notice will include the requirement that emergency employees report for or remain at work in emergency situations and an explanation that dismissal or closure announcements do not apply to them unless they are instructed otherwise. Because of the unique circumstances of each emergency situation, departments may designate additional employees as emergency employees that are required to report for or remain at work. If time and circumstances permit, emergency employees may be provided administrative leave, not to exceed twenty-four (24) hours, by the Commander to prepare for the emergency situation.

### **Section 30 – 33 Official Time of Union Representatives for Training, etc.**

**Section 30** Management agrees that official time IAW applicable regulations shall be granted to an employee serving as a Union representative incident to their receiving information, a briefing, or orientation relating to matters within the scope of 5 U.S.C. §71 and of mutual concern to Management and the employee in their capacity as a Union representative. Such matters could include statutory or regulatory provisions relating to pay practices, working conditions, conditions of employment, employee grievance procedures, performance ratings, adverse action appeals, and negotiated agreements.

**Section 31** Official Time will not be given if the primary purpose of the employee’s attendance is to train or inform them concerning business or representation by the employee organization in the art of collective bargaining negotiations.

**Section 32** The Union President must submit in writing to Management for approval of any request for official time, specifying the sponsorship and purpose of the meeting, location, dates, hours, and all subjects to be covered, as well as the names of those employee for attendance that are Union representatives. Such requests must be submitted in advance of the scheduled date. The Union will endeavor to submit such requests at least two (2) weeks prior to commencement of subject training; however, in no instance will requests be submitted less than five (5) workdays prior to the commencement of such training.

**Section 33** In no instance will more than four hundred (400) total hours be granted under this Article as official time in any one (1) calendar year. In addition, no one (1) individual will be granted in excess of forty (40) hours official time under this Article in any one (1) calendar year. A calendar year will run from 1 January through 31 December.

### **Section 34 – 35 Military Leave.**

**Section 34** Military leave is limited to fifteen (15) calendar days during each year, regardless of the number of training periods in the year, and whether taken intermittently, a day at a time or all at one time.



**Section 35** As an exception to the above provision, consistent with governing laws and regulations, Reserve members of the Armed Forces or National Guard may be allowed additional days of military leave consistent with Federal law.

**Section 36 – 39 Excused Absence Due to Voting and Registration**

**Section 36** Employees may be granted an amount of excused absence that will permit them to report for duty three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time off.

**Section 37** In the event of exceptional circumstances where the general rule as described in Section 36 above does not allow an employee sufficient time to vote, such employee may be excused for additional time as may be needed to enable them to vote, depending upon the particular circumstances involved in the particular case, but such time shall not exceed a full day.

**Section 38** The parties further agree that for an employee that votes in a jurisdiction which requires registration in person, such employee may be granted time off to register on substantially the same basis as for voting, except that no such time shall be granted if registration can be accomplished on a non-workday and the place of registration is within reasonable round trip travel distance of the employee's place of residence.

**Section 39** Should an employee's voting place be located beyond a normal commuting distance or an absentee ballot is not permitted or requires the voter to personally appear to obtain and/or cast such absentee ballot on other than non-working days, such employee may be granted sufficient time off in order to be able to make the trip to the voting place to cast their ballot. However, an employee's time off for this purpose in excess of one (1) day shall be charged to annual leave.

**Section 40 Blood Donation.** Employees that participate in charitable blood donations may receive up to four (4) hours of administrative leave to facilitate donation and subsequent recovery.

**Section 41** LWOP is a temporary non-pay status and absence from duty that is granted at an employee's request on an OPM Form 71 or approved electronic timekeeping system application for leave to their immediate supervisor. Approval authority will be governed by the Commander, and at Commander's discretion may be delegated to another individual.

**Section 42** Employees are entitled to LWOP for the following circumstances:

- a. The Family and Medical Leave Act (FMLA) of 1993 provides covered employees with an entitlement to a total of up to twelve (12) weeks of LWOP during any twelve (12) month period for certain family and medical needs.
- b. The Uniformed Services Employment and Reemployment Rights Act of 1994 provides employees with an entitlement to LWOP when employment with an employer is interrupted by a period of service in a uniformed service.
- c. Executive Order 5396, 17 July 1930, provides that disabled veterans are entitled to LWOP for necessary medical treatment.

**Section 43** **Worker's Compensation.** Employees may not be in a pay status while receiving worker's compensation payments from the Department of Labor.

## **ARTICLE 29**

### **Legal Holidays**

**Section 1** Eligible employees that are required to work on a recognized Federal holiday will be paid holiday pay for hours worked.

**Section 2** When recognized Federal holidays occur on a calendar Saturday or Sunday or the non-workday corresponding to an employee's scheduled day off, the holiday shall be observed on the day specified by existing laws, rules, and regulations.

## **ARTICLE 30**

### **Travel**

**Section 1** Employees normally shall not be required to travel except under the conditions and procedures prescribed by DoD Joint Travel Regulations (JTR). Management agrees to not schedule travel on non-workdays unless such travel is dictated by mission requirements, good Management practices, or by the training or course schedule.

**Section 2** It is further agreed that an employee required to travel in the course of performing assigned duties shall receive compensation, per diem, and travel allowances as provided by applicable laws and regulations. Any overtime must be officially ordered or approved prior to the travel event. Employees are not compensated to or from FS and HAAF as part of performing official duty assignments except where the JTR allows.

## **ARTICLE 31**

### **Training and Employee Development**

**Section 1** Management and the Union agree that the training and development of employees is a matter of primary importance to the parties, and the parties shall strive to attain training and development for all employees according to their needs.

**Section 2** To achieve this goal (as described in Section 1 above), Management will plan and provide for training and development of employees as required to accomplish the mission, consistent with existing regulations and available resources.

**Section 3** Management will provide the Union copies of approved Annual Training Plan upon request.

**Section 4** The Union will encourage employees to:

- a. Keep abreast of changes occurring in their field, craft, trade, profession or occupation.

- b. Participate in developmental activities in order to perform more effectively in current and future assignments. These developmental activities may include reassignment, job rotation, on-the-job training and classroom training.
- c. Realize that not all training and development is directly related to their jobs, and they have a responsibility for self-development, and for informing their supervisors of their accomplishments.
- d. Utilize and share with fellow employees new skills acquired through training.

**Section 5** In recognition of the mutual advantages to MEDDAC and to the employee, Management agrees to make a reasonable effort to utilize existing employees when training is determined to be necessary for new skills. Selection for such training shall be consistent with the criteria in applicable regulations.

**Section 6** Management will identify skills in which shortages exist and make an effort to inform employees of these skills. Furthermore, Management will endeavor to establish training opportunities in these skills and inform the employees how to apply for training.

**Section 7** When advance knowledge of the impact of pending changes in function, organization, and mission is available, it shall be the responsibility of Management to plan for the maximum retraining of employees involved. Maximum use will be made of the authority to waive qualification requirements and to enter into training program agreements, as appropriate, in order to place employees in line of work where their services can be utilized. Training required in connection with officially assigned duties will be accomplished at Management's expense, consistent with controlling authority.

**Section 8** Management will provide employee on-the-job cross-training to the maximum extent practicable, employing such techniques as interchanging similarly-situated employees when they share mutual desires and aptitudes to receive training in each of their respective positions, respective supervisors, concur, and such training does not deter mission accomplishment.

**Section 9** In the event of a RIF, Management will determine from the appropriate state employment service whether any of the affected employees may be eligible for training at state expense, and if so, will inform employees how to apply for training.

**Section 10** Supervisors will identify those situations in the specific work environment that training can aid in achieving defined objectives and goals of Management. Available training programs will be discussed with the employees who would normally be eligible for such training.

**Section 11** Upon acceptance for a position, employees will be oriented concerning what is expected in the performance of their duty. This will include appropriate use of equipment, forms, procedures, interacting with the public, and above all, what the mission of the department and MEDDAC is.

**Section 12** Management agrees to give advance notice to the Union in regard to the installation of any new equipment, machinery, or processes which would result in changes of working conditions, conditions of employment, or require additional training of BUE.

## **ARTICLE 32**

### **Placement and Promotion**

**Section 1** Basic eligibility for consideration under internal FS/HAAF merit promotion procedures will be via submission of an application package, meeting USAJOBS requirements. Applicants must submit and apply via USAJOBS self-nomination by the closing date of the job announcement. Open periods of at least seven (7) days will be used for both internal and external job announcements. Should an applicant be denied consideration for promotion and it be conclusively shown that failure to receive consideration was the fault of Management and not the applicant, the applicant may be entitled to any and all remedies, consistent with governing laws, rules and regulations. More specific information on the USAJOBS application process may be found at <https://www.usajobs.gov/>.

**Section 2** Each application package may have different supporting document requirements for eligibility/qualification determination.

**Section 3** It is the responsibility of the applicant to ensure that their application package contains updated and accurate information to meet USAJOBS application requirements.

## **ARTICLE 33**

### **Reduction-in-Force (including Mock), Demotions, and Involuntary Reassignments**

#### **Section 1 – 3      Reduction-in-Force (RIF)**

**Section 1** Management agrees to notify the Union, except when classified, in advance of any RIF actions, at which time the Union may make its views and recommendations known concerning the implementation of such RIF actions. Prior to implementation of a RIF, Management will discuss in detail with the Union President or his designated representative the competitive levels to be affected.

**Section 2** In the event of a RIF, existing vacancies in continuing positions will be utilized to the maximum extent allowed to place employees that otherwise would be demoted or separated from service. All RIF actions will be accomplished in compliance with governing laws, rules and regulations.

**Section 3** Any career or career-conditional employee that is separated because of a RIF will be placed on the Reemployment Priority List IAW applicable rules and regulations, and such employees will be given preference for rehiring into temporary and permanent positions for which qualified at a grade no higher than that held by the employee at the time of the RIF. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment, consistent with governing regulations.

#### **Sections 4 – 6      Demotions**

**Section 4** Any career or career-conditional employee that is changed to lower grade through no fault of their own shall be provided special consideration for re-promotion prior to use of regular competitive merit placement procedures IAW applicable regulations.

**Section 5** Employees in the workforce will be periodically advised, through informational announcements, of their rights and responsibilities under such conditions as described in Section 4 above. Such information may include advice to employees regarding how they may receive consideration both under competitive procedures and special consideration after demotion.

**Section 6** Management agrees that cases of demotion that result from a gradual change in duties will be made IAW applicable OPM, DA and appropriate governing regulations.

**Section 7** **Involuntary Reassignments.** It is agreed that when the needs of the MEDDAC require, a reassignment may be ordered on an involuntary basis. IAW laws and regulations, Management has the right to select the employees to be involuntarily reassigned. The Union will be given ten (10) working days notice of the reassignment before notice is provided to the employee.

#### **Section 8 – 9** **Competitive Levels**

**Section 8** Competitive Levels will be established or changed only IAW existing or future laws or regulations governing such matters.

**Section 9** Employees may, upon request, be advised by CPAC of their initial competitive level and subsequent change, if any.

### **ARTICLE 34**

#### **Position Classification and Job Grading Standards**

**Section 1** Management agrees to notify the Union of proposed new or changed classification standards which are referred by higher headquarters.

**Section 2** If requested by the employee in pursuing an appeal, they may be represented or assisted by their Union representative in discussing the matter with their supervisor or with representatives of the CPAC. Employees retain the right to appeal position classification without fear of restraint, prejudice, or reprisal.

**Section 3** It is agreed that Management should take prompt action on classification appeals.

**Section 4** Any employee, covered by this Agreement who believes their position is improperly classified will first consult with their immediate supervisor for information and guidance as to the basis for the classification of their position. Consultation may also be arranged for the employee by the supervisor, as necessary, with appropriate representatives of the CPAC in an effort to resolve the employee's dissatisfaction informally.

**Section 5** If the employee's dissatisfaction concerning the classification of their position cannot be informally resolved, they should be advised by the supervisor and/or the CPAC that they may appeal IAW applicable regulations.

## **ARTICLE 35**

### **Position Descriptions**

**Section 1** Position descriptions are based upon the major duties and responsibilities assigned to each position. All identical positions within the same departments normally will be covered by the same position description. Any subsequent changes in the position description will be discussed with the employee, and they will be furnished a copy of the changed position description. It is Management's responsibility, working with the employee, to ensure the employee is working under a correct and updated position description.

**Section 2** The parties recognize that IAW 5 U.S.C. §7106, Management has the sole, reserved right to determine the mission of the organization and to assign work to employees. Within this context and pursuant to maintaining the dignity of the employee and high morale within the departments, Management will endeavor to assure, where deemed practicable by the supervisor, to not assign employees incidental or menial duties (as other duties assigned) which are inappropriate to their positions, unless considered warranted to do so under the circumstances in the sole discretion of the supervisor.

**Section 3** Management shall ensure that position descriptions are regularly updated and kept current IAW the major duties and responsibilities assigned to each position. Management shall, upon request, furnish the Union an updated position description for any employee that is subject to this Agreement within ten (10) days of the request.

## **ARTICLE 36**

### **Details and Temporary Promotions**

**Section 1** Management may detail employees IAW applicable laws, rules and regulations, i.e., when such action will relieve a temporary shortage of personnel, will reduce an exceptional volume of work or can be expected to improve efficiency.

**Section 2** Details to a higher grade or one with known promotion potential and temporary promotions that will exceed one-hundred-and-twenty (120) days will be filled through competitive procedures.

## **ARTICLE 37**

### **New Employee Orientation**

**Section 1** During the in-processing of new BUE, Management will provide employees with a Union informational brochure. This brochure will be prepared by the Union and furnished to the MEDDAC HRD. It will be the responsibility of the Union to provide the informational brochure. Management will call for the brochures as needed.

**Section 2** The Union shall be afforded the opportunity to be present at Newcomers' Briefings as scheduled by Management.

## **ARTICLE 38**

### **Equal Employment Opportunity (EEO)**

**Section 1** Management and the Union agree to cooperate in efforts to provide equal opportunity in employment for all persons consistent with controlling regulations and laws governing impermissible discrimination; to endeavor to prohibit discrimination because of age, race, color, religion, sex, (including sexual harassment), national origin, genetic information or disability; to promote the full realization of EEO through a continuing affirmative employment program; and to fully support the elimination of under-representation of minorities and women in all categories of Civil Service employment. When Management determines that locally implemented personnel policies, practices, and procedures might serve as a barrier to eliminating under-representation, Management agrees to consult with the Union about modifying or discontinuing such policies, practices, and/or procedures identified as barriers so as to promote affirmative employment at FS/HAAF. The views of the Union with respect to what constitutes a barrier to achieve balanced representation may be presented to Management at the discretion of the Union.

**Section 3** EEO counselors will be required to inform all potential complainants covered by this Article of the right to representation of their choice during counseling.

**Section 4** The Union shall have the right to be present at a formal discussion between Management and employees, consistent with 5 U.S.C. § 7114(a)(2)(A).

## **ARTICLE 39**

### **Alcohol and Drug Abuse Program**

**Section 1** The Union and Management jointly recognize that alcohol and drug abuse as issues are treatable. They also recognize that it is in the best interest of the employee, the Union and Management that these issues be treated and controlled IAW agency regulations and directives.

**Section 2** It is recognized that most supervisors and Union representatives are neither professional diagnosticians in the field of alcoholism and drug abuse nor are they medical experts. Therefore, official diagnosis of alcohol and drug abuse will be accepted as valid only if made by qualified credentialed personnel.

**Section 3** When a supervisor, through daily job contact, observes that an employee is experiencing difficulties in maintaining their job performance, they will discuss the apparent difficulties with the employee. If the employee is unable to correct their job performance difficulties through their own efforts, the supervisor will inform the employee

of the seriousness of the problem and advise the employee of confidential assistance and services available to them.

**Section 4** An employee may seek confidential assistance and services available to them prior to/or after supervisor intervention for job performance difficulties.

**Section 5** Reasonable Suspicion/Cause. All Army civilian employees are subject to reasonable suspicion testing when there is reasonable suspicion of on-duty use or on-duty impairment. Army civilian employees in testing designated positions are subject to reasonable suspicion testing when there is reasonable suspicion that an employee uses illegal drugs, whether on or off duty, as well as random testing.

**Section 6** Impaired Provider Program. Licensed healthcare practitioners may be subject to entry (voluntary or involuntarily) into the Impaired Provider Program if alcohol, drug abuse or behavioral/emotional problems present a risk to the quality of patient care delivered. The purpose of this program is to provide assistance and supervision to the impaired providers in order to facilitate necessary space for healing while balancing requirements for patient safety. Management will make a strong effort to safeguard the confidentiality of providers in this program to the greatest extent possible.

## **ARTICLE 40**

### **Safety**

**Section 1** Management agrees, to the fullest extent of their authority and within their capability and budgetary limitations, make every effort to provide a wholesome, safe and healthful working climate and endeavor to provide proper ventilation of working areas and proper heating for all buildings where employees are required to work; assure prompt and proper reports of accidents and injuries; create a climate of safety consciousness in all supervisors and employees; ensure prompt and complete reporting of on-the-job injuries to the Office of Workers' Compensation Program, Department of Labor, so that a fair and equitable settlement can be made. The Union agrees to vigorously support the Army Safety Program through encouragement of all employees to conscientiously abide by established safety rules, regulations, and directives, etc.; to report to their supervisors any known hazardous condition or procedure for the purpose of making such condition safe; to report job connected injuries and illnesses to their supervisor immediately so that any and all Worker's Compensation forms can be expeditiously completed.

**Section 2** Upon request but subject to security restrictions, the Union will be permitted to appoint a representative to accompany Management officials in the investigation of circumstances and causes of an accident. If not otherwise precluded, one (1) Union member of the Safety Committee may be allowed to accompany a Safety Office Representative from higher headquarters on a tour of sites where BUE are employed. The Union may request to meet with an Occupational Safety and Health Administration (OSHA) Inspector.

**Section 3** Any Safety Council will include a member designated by the Union. This council will normally be tasked, among other things, to:

- a. Advise supervisors with regard to safe working methods and practices.



- b. Recommend changes to protective equipment or devices.
- c. Encourage employees to submit suggestions on safety.
- d. Develop and/or devise safe practices and rules to comply with current methods IAW agency regulations and guidance.
- e. Participate in promoting safety within the work place.
- f. Safety meetings will be encouraged at the department level.

**Section 4** When essential for the protection of employees, items of protective clothing and equipment that comply with OSHA and other applicable laws will be furnished by Management IAW DA regulations. The use of protective clothing and equipment as a means of preventing or minimizing injuries to personnel or damage to equipment is essential to all operations that are made hazardous by existing conditions such as temperature, footing, illumination, and visibility, ventilation, atmospheric contaminants, skin contaminants, physical and biological hazards, noise and radioactivity.

**Section 5** An employee that complains of a problem with any safety related issue will refer the matter to their immediate supervisor. Where a job-related medical problem is indicated, the employee may be referred to the appropriate FMO for their evaluation or examination.

**Section 6** The wearing of protective clothing and equipment will be required where:

- a. The items are necessary to protect personnel from occupational diseases and/or trauma.
- b. The items are necessary for safe performance of the task and/or protection of other people, government equipment, material or property.

**Section 7** Management recognizes the value of a safe and healthful working climate, and in this regard, will endeavor to assure where deemed practicable that only qualified personnel as determined by Management will perform work on or about moving or operating machines. Furthermore, employees that are assigned to such work will be appropriately compensated, consistent with applicable laws, rules, regulations, and this Agreement. Consistent with applicable laws, rules, regulations, and this Agreement, in making such assignments, consideration will be given to enforcing safety standards, the use of all reasonable precautionary measures, and maintaining a work area not unduly burdened with hazards. This does not preclude the normal or necessary adjustments to be made to machinery or equipment while in motion or operations.

**Section 8** The procedures established in the safety and health program shall not preclude the right of any employee to file a grievance at the appropriate step IAW Article 16. The primary responsibility of resolving differences involving health and safety matters remains with Management and the Union.

## **ARTICLE 41**

### **Special Tools, Clothing, Equipment and Parking**

**Section 1** Subject to the provisions of applicable regulations, Management agrees to bear the full expense of all special tools, clothing, and equipment employees may be required to use.

**Section 2** Spaces for physically handicapped employee will be provided with easy access into the entrance of the building from the handicap parking spots.

## **ARTICLE 42 Off-Duty Employment**

**Section 1** BUE may engage in outside employment that does not:

- a. Interfere with their ability to perform their government duties.
- b. Appear to create conflict of interest involving the Army or the United States Government.
- c. Reasonably expect to bring discredit or criticism against the employee or the Army.

**Section 2** This restriction further disallows canvassing, soliciting and peddling of goods and products (a particular product brand, school candy, etc.) by employees during working hours. Civilian employees must normally obtain official permission before engaging in off-duty employment. Off-duty employment must adhere to all DoD, Army, and activity specific regulatory guidance and must comply with the above stated prohibitions. Requests for off-duty employment must be submitted in writing and approved by Management before engaging in off-duty employment.

**Section 3** The Commander is encouraged to authorize outside employment for BUE when such employment does not interfere with mission accomplishment.

**Section 4** Before Management implements a new or supplemental policy or regulation regarding off-duty employment, Management will notify the Union and negotiate its impact and implementation.

## **ARTICLE 43 Dress Code**

**Section 1** Employees will dress professionally consistent with the duties performed. Clothing (includes head and footwear) with slogans, drawings, or language which could be construed as being lewd, obscene, profane, sexually suggestive, or which advocates or glorifies the use of illegal drugs or other unlawful conduct shall not be worn. Employees will adhere to MEDDAC current dress code policy.

## **ARTICLE 44 Financial Liability Investigations of Property Loss (FLIPL)**

**Section 1** Employees shall be allowed a Union representative during any part of a FLIPL in which the employee is subject of the FLIPL.

**Section 2** Copies of all FLIPL documents considered by the approving authority in the FLIPL decision may be furnished the employee or his representative upon request.

## **ARTICLE 45**

### **Duration and Changes**

**Section 1** Amendments to this Agreement may be required due to changes in law, applicable Executive Order, regulations or policies of appropriate authority. In such an event, the parties will meet within thirty (30) days after receipt of implementing instruction for such changes for the purpose of negotiating new language to satisfy statutory or regulatory requirements provided this requirement has not already been satisfied.

**Section 2** Negotiations may be open for amendments(s) of this Agreement only by mutual consent of both parties at any time. Request for such amendment(s) by either party must be written and must contain a complete text of the amendment(s) proposed. The parties will meet within thirty (30) days after receipt of such notice to discuss the matter(s) involved.

**Section 3** This Agreement will be binding on the parties for a period of three (3) years from the date of approval of the basic Agreement. Either party shall notify the other party at least sixty (60) days but not earlier than ninety (90) days prior to the expiration of this Agreement of that party's intent to negotiate a new Agreement. If either party serves such notice, representatives of Management and the Union will meet within sixty (60) calendar days of receipt of the notice and confer as to possible negotiations or other courses of action. If neither party serves timely notice on the other, this Agreement shall be automatically renewed for a period of one (1) additional year.

**Section 4** All parties will receive electronic copies of the final CBA for distribution and printing as desired.

This Collective Bargaining Agreement has been received and is hereby executed IAW the provisions of 5 U.S.C. §7114(b)(1), (2), and (3) of the Federal Service Labor Management Relations Statues.

In witness whereof, the parties hereto have executed this Agreement this 4<sup>th</sup> day of March 2019.

FOR MANAGEMENT:



LTC PAUL C. GRAVES  
Chief Negotiator

FOR THE UNION:



MARK DE UNGER  
Chief Negotiator

Management Negotiating Team:

Dr. Dalia R. Mercedbruno  
MAJ Elizabeth Flege  
Carolyn Colon  
Elizabeth Cornell

Union Negotiating Team:

Michael Alamo  
Mark Crabb

EXECUTION:

Under Authority granted by the DA and rules of the parties, this Agreement is hereby executed.

Date: MAR 04 2019



MICHELLE L. MUNROE  
COL  
Commander