

**NEGOTIATED AGREEMENT**

**BETWEEN**

**ANDREW RADER US ARMY  
HEALTH CLINIC**

**AND**

**THE AMERICAN FEDERATION  
OF**

**GOVERNMENT EMPLOYEES**

**LOCAL 2**

**AFGE, LOCAL 2, CONTRACT**

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**Administrative note: The masculine form of pronouns (e.g., he, him, his) is used throughout this document for simplicity of reading, and is intended to be gender neutral.**

**PREAMBLE**

Pursuant to the policy set forth in 5 USC Chapter 71, enacted October 1978 and all its existing and future amendments, the following Articles of the basic contract, together with supplemental agreements and/or amendments that may be negotiated at a later date, constitute a total contract by and between the Andrew Rader U.S. Army Health Clinic, Fort Myer, Virginia, hereinafter referred to as the EMPLOYER and American Federation of Government Employees (AFGE), Local 2, hereinafter referred to as the UNION. The parties recognize that it is in their mutual interest that both institutions, Labor and Management, be strong and viable. Therefore, both parties are committed to carrying out the letter and spirit of this contract and to building and maintaining a good working relationship.

**WITNESSETH**

Whereas it is the intent and purpose of the parties to promote and improve the efficient administration of Andrew Rader US Army Health Clinic, Fort Myer, Virginia, provide for the well-being of employees, maintain high standards of work performance on behalf of the public, to establish a basic understanding relative to personnel policies, practices and procedures and matters affecting conditions of employment as provided in this contract and all applicable laws, and to provide means of amicable discussion and adjustment of matters of mutual interest; and

Whereas it is recognized that the participation of employees in the formulation and implementation of personnel policies and procedures which so vitally affect them, will contribute substantially to the improvement and efficient administration of the public service; and

Whereas labor organizations and collective bargaining in the civil service are in the public interest, and effective Labor Management Relations with Andrew Rader US Army Health Clinic, Fort Myer, Virginia Require a clear statement of the respective rights and obligations of the UNION and the EMPLOYER: and

Whereas the employees in the bargaining units covered by this contract have stated their desire to be represented in their employment relations by the UNION, and the UNION has been granted exclusive recognition by the Federal Labor Relations Authority (FLRA) and that recognition has been acknowledged by the EMPLOYER, in accordance with the provisions of the law, as the representative of said employees;

The Parties hereto in consideration of the mutual covenants herein and intending to be bound thereby, do therefore agree as follows:

## ARTICLE I

### EXCLUSIVE RECOGNITION, UNIT DESIGNATION, AND COVERAGE OF AGREEMENT

**Section 1.** The EMPLOYER hereby recognizes the UNION as the exclusive representative of all employees in the units as defined in Section 2 below. The UNION recognizes the responsibility of representing the interest of all employees in the units without discrimination and without regard to UNION membership with respect to grievances, personnel policies, practices, procedures, and any other matter affecting the conditions of their employment.

**Section 2.** The Unit to which this Contract applies is composed of all professional non-professional GS, and WG employees of Andrew Rader US Army Health Clinic Fort Myer, Virginia. Excluded are temporary employees with appointments of 700 hours in duration or less with no expectation of continued employment, physicians, supervisors, management officials, confidential employees, intermittent (WAE\_ employees, employees of the local Dental Activity, and those employees engaged in Federal personnel work in other than a clerical capacity as defined in the Executive Order.

**Section 3.** Termination of this Contract shall not, in itself, terminate the status of recognition granted the UNION.

## ARTICLE II

### MATTERS APPROPRIATE FOR MEGOTIATION

Matters appropriate for negotiation will be in accordance with 5 USC, Chapter 71, and any future amendments of the foregoing.

## ARTICLE III

### Rights of the employer

**Section 1. Management Officials of the EMPLOYER have the authority to:**

- a. Determine the mission, budget, organization, number of employees, and internal security practices of the agency, and in accordance with applicable laws,
- b. Hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees,
- c. Assign work, to make determination with respect to contracting out, and to determine the personnel by which agency operations shall be conducted,
- d. Make selections for appointments from among properly ranked and certified candidates for promotion and any other appropriate sources, and
- e. Take whatever actions may be necessary to carry out the agency mission during emergencies.

**Section 2.** Upon mutual agreement of the parties, the EMPLOYER may negotiate with the UNION on the numbers, types and grades, of the employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

**Section 3.** The EMPLOYER agrees to negotiate upon request from the UNION:

- a. Procedures which management officials of the agency will observe in exercising any authority under Section 1 above; or
- b. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Section 1 above by such management officials.

**Section 4.** In the Administration of all matters covered by this Contract, EMPLOYER and UNION officials and employees are governed by existing or future laws, existing government wide regulations, and Department of Defense (DOD), Army, or Andrew Rader US Army Health Clinic, Fort Myer, Virginia policies and regulations in existence at the time the Contract was approved.

#### **ARTICLE IV**

**Section 1.** The UNION shall be given the opportunity to be represented at any “formal discussion” between one or more representatives of the EMPLOYER and one or more bargaining unit employees or their representatives concerning any grievance, personnel policy, or other general conditions of employment.

**Section 2.** The EMPLOYER agrees that resolutions reached at any “formal discussion” shall be consistent with the terms of this Contract.

**Section 3.** During the EMPLOYER’s Entry on Duty (EOD) orientation of new employees, the UNION will be allowed to explain to bargaining unit members the UNION’s exclusive recognition and to hand out information concerning the UNION such as the Negotiated Contract and other information pertaining to UNION affiliation.

**Section 4.** The EMPLOYER will give the UNION the opportunity to negotiate the impact and implementation of any changes in personnel policies, practices, and other affecting work conditions of bargaining unit employees in accordance with applicable statutory and case law.

- a. For changes being sought through the informal process, the EMPLOYER will notify the UNION verbally of such proposed change. If the proposed change is not resolved and agreed upon, the UNION may request formal negotiations in writing to the EMPLOYER’S designee for negotiations. Request for formal negotiations must be made within a reasonable time, normally five (5) workday, from the date the matter was brought up and was not agreed upon or tabled for later discussion. If the UNION provides timely notice that negotiations are desired, the parties will commence negotiates over the proposed change a reasonable time, normally five (5) workdays, after the notice. If no notice is received or if the notice is untimely, the EMPLOYER’S proposed change may be implemented without further communication with the UNION.
- b. For changes being sought through the formalized process, the EMPLOYER will notify the UNION in writing of such proposed change. If the UNION desires to negotiate over the proposed change, it will notify the EMPLOYER’S designee for negotiations in writing no later than five (5) workdays after receiving notice of a proposed change. If the UNION provides timely notice that negotiations are desired, the parties will commence to negotiate over the proposed change within ten (10) workdays after the notice. If no notice is received or if the notice is untimely, the EMPLOYER’S proposed change may be implemented without further communication with the UNION.

- c. The UNION will be informed in writing whom the EMPLOYER has designated for negotiation purposes.

**Section 5.** The EMPLOYER will provide the UNION or its designee with the following information for gains and losses of employees in the bargaining unit:

- a. Full name.
- b. Title, series, and grade of position.
- c. Organizational location.

The EMPLOYER also agrees to furnish to the UNION, a list of all employees showing name, grade, title, and work area for organizing purposes. Such a list will be provided every six months starting from the date this contract is signed. Additional requests will be met as time permits.

**Section 6.** The UNION will notify the EMPLOYER as far in advance as possible when their representatives have been designated to attend internal UNION business, which will require leave. Requests for leave to attend such internal UNION business will be submitted to the representative's supervisor as soon as it is scheduled, normally at least 10 working days prior to the requested leave. Any denial of leave requested for these purposes will be accompanied by written justification for such denial. It is understood that internal UNION business requires the use of annual leave or LWOP.

**Section 7.** The UNION REPRESENTATIVES MAY APPLY FOR LWOP to accept full-time positions with the UNION. The granting of leave to accept a fulltime position with the UNION will not exceed one year for each request. If a UNION representative is granted LWOP, he will be returned at the expiration of said LWOP to the position vacated at the onset of the period of LWOP. In the event the position is upgraded as a result of position reclassification, the higher grade will remain in effect upon the return of the incumbent UNION representative.

**Section 8.** The EMPLOYER will provide the UNION access to the current communication system, "E-Mail" for communication with bargaining unit employees. E-Mail will not be used to conduct internal UNION business. A separate bulletin board designated for the sole use of the UNION will be made available within the bargaining unit. In addition, one (1) bulletin board will be centrally located, locked and controlled for the purpose of disseminating information to employees. The UNION will have a designated space on the bulletin board. Location of the bulletin board will be by mutual agreement and the UNION will be provided a key in order to place their material on the secured bulletin board.

**Section 9.** It is agreed that UNION representative, employed by Andrew Rader US Army Health Clinic (WRAMC), Fort Myer, Virginia, have the right to solicit, or conduct other internal UNION business, for the UNION during their non-working time provided that the employees being solicited are also on non-working time. UNION Representatives also shall have the right to distribute literature or conduct other internal UNION business regarding the UNION during their non-duty time in non-patient care areas provided that the distribution of such literature or conduct of such business is not disruptive to the employees on duty or the accomplishment of the mission.

**Section 10.** UNION requests to conduct drives to promote membership in the established bargaining unit will normally be allowed upon request, during government employees' non-working time. Such requests will not exceed two (2) per bargaining unit per year. Membership drives will not exceed 60 days in duration. Physical arrangements for conducting membership drives will be contained in a separate Memorandum of Understanding between the parties prior to the beginning of each drive.

**Section 11.** The EMPLOYER agrees to provide the UNION information once requested and a particularized has been established, if not prohibited by law. The EMPLOYER will provide the information within twenty five (25) workdays or as soon as administratively possible.

**Section 12.** When questionnaires initiated by the EMPLOYER are to be filled out by bargaining unit employees, the UNION will be notified in advance, provided a copy of the questionnaire, and be given the opportunity to discuss the questionnaire with the bargaining unit employees prior to them receiving the questionnaire. Questionnaires initiated by organizations other than the EMPLOYER will be so provided whenever possible.

**Section 13.** The UNION will be granted a block of up to one hundred thirty (130) hours to train representatives. The UNION will provide the EMPLOYER with a list of projected steward training being offered within a given year. The training will be on labor relations matters that assist the UNION in meeting its representational duties. Requests for training will be made in writing and must be received at least two (2) weeks in advance by the EMPLOYER. Each request by the UNION for training will not exceed two representatives per training session and will include a copy of the training agenda and the names of those requesting training. Normally, the representatives seeking to attend training will be allowed to attend, unless the mission of the EMPLOYER requires them to remain and work. If the agency is not able to approve the attendance of any UNION representatives to a particular training session, the EMPLOYER will make reasonable efforts to approve future requests for these individual representatives. The representatives that attend training are required to provide a letter or certificate of completion to the EMPLOYER when they return to duty or no later than thirty (30) workdays after their return.

**Section 14.** The EMPLOYER and the UNION agree to jointly attend, when mission requirements make it possible, a training session for ninety (90) minutes every two weeks starting as soon as, but not to exceed sixty (60) days after the execution of this contract. Participants may include EMPLOYER managers and other Andrew Rader US Army Health Clinic (**WRAMC**), Fort Myer, Virginia UNION employees. All participants must receive prior approval from the *EMPLOYER* to attend training and will normally be allowed to attend unless mission duties need to be performed. If participants are not allowed to attend training due to mission duties, every consideration will be made to facilitate their attendance at the next training session.

## **ARTICLE V**

### **RIGHTS OF THE EMPLOYEE**

**Section 1.** All employees shall have the right, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist any bona fide UNION or to refrain from any such activity. That freedom includes the right to participate in the management of the UNION and,



as authorized by the UNION, to present its views to officials of the Executive Branch, Congress, or other appropriate authorities.

**Section 2.** The EMPLOYER shall take appropriate action to insure that all employees rights described in 5 USC, Chapter 71, are not infringed upon and that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in a labor organization in regards to hiring tenure, promotion or other conditions of employment.

**Section 3.** Every employee has the right to bring up violations of this contract, or unfair or harmful working conditions, to the appropriate UNION officials and stewards, as well as to representatives and officials of the EMPLOYER.

**Section 4.** Employees in the bargaining unit who continue to be on the payroll of the EMPLOYER(S), but who are detailed to another Federal Agency or Activity, shall continue to be covered by this Contract: they likewise are required to conform to the rules and regulations of the EMPLOYERS(S) and of the authority where they are temporarily detailed.

**Section 5.** Nothing in this Contract shall require an employee to become or to remain a member of a UNION or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction. However, any such assignment (allotment or payroll deduction) may not be revoked for a period of one year. Thereafter, revocation of an allotment shall be effective at 1 year intervals.

**Section 6. The EMPLOYER agrees that:**

- a. At the employee's request, locally maintained personnel records (not individual supervisors' records) will be reviewed at the time the employee receives his annual performance rating and purged of any information that is outdated.
- b. Upon request of the employee and/or UNION representative designated in writing by the employee, all locally maintained personnel records will be made available unless precluded by law or regulation. Copies of such records will be given to the employee and/or representative when requested. Should regulations preclude the availability of such records, a copy of the regulation stating such will be provided upon request.

**Section 7. Weingarten Right** The Employee has the right to UNION representation at any examination of an employee in the unit by a representative of the agency in connection with an investigation if:

- a. The employee reasonably believes that the examination may result in disciplinary action against the employee: and
- b. The employee requests representation.

Each employee will be notified of his Weingarten Right by the employer annually.

**Section 8.** Break/eating areas will be made available to bargaining unit employees.

**Section 9.** Upon written consent of an employee or former employee, the EMPLOYER will furnish the employee's designee information concerning the employee according to appropriate laws, regulations, rules, and policies.

**Section 10.** The EMPLOYER agrees that an employee may with his voluntary resignation if he so requests, in writing, before the effective date of the resignation if the position has not been abolished or commitment of the position to be vacated has not been made to someone else. The EMPLOYER agrees to provide the employee, in writing, with the reasons therefore, if the request to withdraw the resignation is denied.

## **ARTICLE VI**

### **UNION REPRESENTATION**

**Section 1.** The EMPLOYER agrees to recognize the UNION officers of AFGE, Local 2 and other individual UNION representatives duly appointed in writing by the UNION.

**Section 2.** The UNION will keep the EMPLOYER notified of authorized UNION representatives and the bargaining unit that he represents on a current basis.

**Section 3.** The EMPLOYER agrees that:

- a. The designated UNION representative will request from his supervisor reasonable time away from their assigned duties without loss of pay to investigate and present employee grievances or complaints and to discuss with appropriate EMPLOYER officials other matters directly related to the work situation of the employees in the bargaining unit.
- b. When a UNION representative is required to conduct representational duties regarding bargaining unit employees, he will advise the supervisor or next higher authority of the necessity to leave his work area, and approximately how long he will be gone.
- c. The UNION representative shall give his supervisor as much advance notice as possible. The supervisor shall advise said representative whether compelling circumstances preclude him from leaving at that particular time. If so, the supervisor will arrange for the UNION representative to leave at the earliest possible time. If the UNION representative must meet the EMPLOYER's representative in another area or location, the former will make sure of the availability of those persons before leaving the work area. The UNION representative will also insure the availability of the grievant employee to be visited, before leaving his work area. If for any reason the employee is not available, the supervisor will tell the UNION representative and arrange for the employee to be made available as soon as possible.
- d. For record keeping and time keeping purposes, each individual representative shall inform the supervisor when he leaves, where the individual is located, and what representational duties are being performed. Upon completion, the representative shall notify his supervisor that he has returned. The supervisor will record the official time used for representation purposes by the UNION representative on attached form, Appendix 1. A copy of the form will be provided to the EMPLOYER's timekeeper every two (2) weeks.
- e. If space is reasonably available, the EMPLOYER will provide a suitable office or area to be used by the UNION in the course of its representational duties.

**Section 4.** The EMPLOYER agrees that when it becomes necessary to detail or reassign a UNION representative from one work area to another for a period of more than two (2) weeks or permanently, the UNION representative and the UNION will be notified at least two (2) weeks in advance and the

reasons therefore. This will provide the UNION an opportunity to designate an alternate/replacement as the case may be for that area or shift being vacated.

**Section 5.** Union representatives asked to represent non-bargaining unit employees will do so on off-duty time and will solicit the non-bargaining unit employee as a condition for such representation, but this will not preclude UNION organization efforts.

**Section 6.** The EMPLOYER agrees to consider any request to have UNION representation on management committees that may make decisions that impact on the bargaining unit. If UNION representative, and the UNION representative views will be considered before making any decisions that affect the bargaining unit.

## **ARTICLE VII UNION/MANAGEMENT MEETINGS**

**Section 1.** The EMPLOYER agrees that representatives of the UNION and the Commander's designee for labor relations will meet as needed, but not less than quarterly, for the purpose of reviewing and discussing common policies, practices and matters affecting the conditions of employment of all bargaining unit employees.

**Section 2.** The EMPLOYER AGREES THAT NON-EMPLOYEE UNION officers and other non-employee UNION representatives may meet with local unit UNION officers or representatives on off duty time and may coordinate meetings with EMPLOYER officials through the Commander's designee for labor relations.

## **ARTICLE VIII REDUCTION IN FORCE**

**Section 1.** The EMPLOYER will administer a Reduction in Force (RIF) in accordance with existing laws, rules, and regulations.

**Section 2.** The Union will be notified as far in advance as possible, but not less than the minimum time specified by laws, rules, and regulations, of any RIF that may affect bargaining unit employees. The UNION will be afforded an opportunity to negotiate on the impact and implementation of a RIF on bargaining unit employees. The EMPLOYER agrees to minimize the effect on bargaining unit employees to whatever extent possible through reassignment and other appropriate means.

**Section 3.** Upon written request by the UNION, a copy of the applicable law, rule, or regulation or additional relevant and necessary information will be provided as soon as practical, but not later than twenty-five (25) workdays from the date of request. Any questions regarding the administration of a RIF are to be directed to the CPAC. Relevant records will include directives ordering a RIF.

**Section 4.** Should efforts to reassign and/or qualify affected employees to/for other positions within the Andrew Rader US Army Health Clinic (WRAMC), Fort Myer, Virginia, competitive area fail, the EMPLOYER will provide pertinent information for unemployment compensation. The GP AC will provide counseling regarding employee rights under RIF.

**ARTICLE IX  
EMPLOYEE TRAINING AND DEVELOPMENT**

**Section 1.** The EMPLOYER will provide training opportunities without regard to race, creed, color, national origin, sex, age, religion, marital status, non-disqualifying physical handicap, or membership or non-membership in a labor organization.

**Section 2.** Supervisors will identify those situations in the specific work environment that training can improve. Available training programs to relieve such situations will be discussed with the employee(s) who would be eligible for such training. The EMPLOYER will provide training within manpower and funding restraints. The UNION may make recommendations for training programs where it perceives the need.

**Section 3.** When advance knowledge of the impact of pending changes in function, organization, and mission, excluding RIF, is available, it shall be the responsibility of the EMPLOYER to plan retraining of employees involved as needed. The UNION will be kept informed of such changes and may negotiate on the impact and implementation of such procedures and how it affects bargaining unit employees.

**Section 4.** Upon request in accordance with 5 USC 711F (b)(4), the EMPLOYER will provide the UNION information about the budget assigned to civilian training for the bargaining unit(s).

**Section 5.** The EMPLOYER agrees to discuss training and career advancement with bargaining unit employees every six months if requested during the performance mid-point counseling and annual appraisal review period. Shift workers will not be excluded from training because of their tours of duty.

**Section 6.** When on-the-job training programs are initiated; employees will be treated equally in terms of the minimum amount of time spent in training. When it is determined that an employee needs additional training to satisfactorily perform a particular duty that he is required to perform by his current position description, consideration will be given to extending the training period.

**ARTICLE X  
DISCIPLINARY AND ADVERSE ACTIONS**

**Section 1.** Each supervisor will bear primary responsibility for determining the acceptability of their employee of their employees' performance and conduct, and for initiating corrective actions when necessary. Such actions may be taken independently in the form of closer supervision, on-the-job training, warnings or other alternate resolutions. When these types of corrective actions fail or are not warranted, and formal action is taken, it will only be taken if there is fair and reasonable justification, and will be in accordance with applicable laws and regulations applicable laws and regulations.

**Section 2.** At the time a supervisor sends a written request to CPAC for assistance in preparing a proposed disciplinary action or removal on a bargaining unit employee, that supervisor (or if not available, his designee) shall notify the affected employee in writing, that a request for a personnel action has been sent on that date to CPAC, and that he may be subject to some future anticipated disciplinary or adverse action, and be given an opportunity to know generally what the problem is and what type of improvement in his conduct is deemed necessary. However, it is intended that this shall be

nothing more than a simple, brief informal notice by the supervisor to the employee that disciplinary or adverse action may be considered, and no "due process" procedures or hearing, or outside third parties, presentation or examination of witnesses or evidence by either side, shall take place at this stage. This is essentially a quick notification procedure. Upon request by the employee, his UNION representative may be present at any subsequent meetings between the supervisor and employee if the employee reasonably believes adverse or disciplinary action may result.

**Section 3.** The type of action to be proposed shall be based on the facts presented. Employees may be given an opportunity to explain their position and state their version of an incident that could lead to a disciplinary or adverse action. In any investigation of this nature, or examination of an employee in the unit by a representative of the EMPLOYER, the UNION will be present if requested. If requested, but not available within a reasonable amount of time, the employee will be given an opportunity to consult with the UNION prior to examination. If the employee is not in a duty status, an effort will be made to contact them. Once they are required to report in order to provide an explanation, they will be paid the same as if they were in a duty status.

**Section 4.** A copy of any proposed disciplinary or adverse action will be given to the employee. All documents substantiating a proposed disciplinary or adverse action will be made available upon request of either the employee or their designated representative.

**Section 5.** If the employee's reply to the letter of proposed disciplinary/adverse action includes facts that warrant the withdrawal of the action, the employee or their designated representative will be notified in writing that the proposed action has been canceled.

**Section 6.** The deciding official, when determining the appropriate penalty, will utilize the relevant "Douglas Factors" given the circumstances of the individual case. These factors should not be evaluated in a mechanistic way, but with practical realism.

**Section 7.** A copy of any decision letter will be given to the employee. When the employee receives a decision letter of disciplinary action, the letter will contain the employee's full rights. In cases of adverse action, the employee's rights will be included/and the appropriate documents for redress attached to the decision letter. All procedures will be in accordance with applicable regulation.

**Section 8.** The EMPLOYER agrees that the employee has the right to request, in writing, the removal of a reprimand that has been in their Official Personnel Files for half the period of the time of the reprimand. The supervisor shall render their decision to the employee, in writing, no later than five (5) workdays after the employee's request to remove reprimand. If the decision is favorable, the CPAC will be notified and arrangements made to have the reprimand removed immediately. An unfavorable decision will not be subject to the grievance/arbitration procedures. Reprimands shall generally remain in the personnel file for no less than a period of one year and no more than three years.

**Section 9.** Non-selection for a promotion, as a result of a reprimand in the Official Personnel Folder past the expiration date, may be grounds for a grievance.

## ARTICLE XI

### POSITION DESCRIPTION

**Section 1.** Each new employee will be given a position description (PD) by the EMPLOYER reflecting the current duties of the position he is assigned normally within ten (10) workdays of their entrance on duty or no later than the date of receipt of the appointment SF-50. Employee already on duty not in possession of a copy of their PD may request one (1) through supervisory channels and will receive the PD within a reasonable period of time not to exceed twenty-five (25) workdays from the request. The UNION may request to review position descriptions for employees in the bargaining unit from the CPAC and will be provided a copy of the PD within a reasonable period of time not to exceed twenty-five (25) workdays. All position descriptions will indicate the competitive level.

**Section 2.** An employee has the right, if he is dissatisfied with the classification of his position; i.e., title, series, or grade to exercise his right of appeal in accordance with applicable law/s, rules, or regulations. If the employee desires, he may exercise the option to discuss his dissatisfactions with the classification with the supervisor.

**Section 3.** The phrase "other duties as assigned" means those duties not listed in the employee's position description that are assigned, occasionally, in support of the Clinic's mission. While management has the absolute right to assign work, it will make every reasonable effort to assign work to qualified employees, and to avoid recurring assignments of duties outside an employee's position description.

**Section 4.** The EMPLOYER agrees to advise the UNION prior to implementation when a reorganization or reclassification action is proposed which affects employees in the bargaining unit. The EMPLOYEE agrees to negotiate the impact and implementation of any such proposed change to the extent required by law. If the UNION requests information pertaining to such proposed changes, and demonstrates a particularized need, the information will be provided within a reasonable period of time not to exceed twenty-five (25) workdays.

**Section 5.** If the employee disagrees with the accuracy of the PD in relation to the duties being performed, the employee shall have the right to question the accuracy in accordance with applicable laws, rule, or regulations.

## ARTICLE XII

### HOURS OF WORK AND BASIC WORKWEEK

**Section 1.** The administrative workweek shall be seven (7) consecutive days, Sunday through Saturday. The basic workweek shall consist of eight (8) hours per workday, five (5) workdays per workweek. The basic non-overtime workday shall not exceed eight (8) hours exclusive of lunch breaks. Wherever possible, the two (2) non-workdays within the workweek will be consecutive.

**Section 2.** The regular hours of work on each shift will be those hours of work currently in effect for each employee. The EMPLOYER will notify and negotiate Impact and Implementation with the UNION prior to effecting a change of any established hours. That obligation shall not apply in instances of inclement weather, or directives by MEDCOM or the Department of the Army, for reasons of national security, in emergencies and otherwise in accordance with 5 CFR 610.121. However, consultation shall take place

between the Parties as soon as conditions permit and no later than five (5) workdays of the changed hours. The UNION will be notified of the expected length of the change.

**Section 3.** The duty to negotiate Impact and Implementation about hours of work and work shifts does not apply to reassignments of individual employees to different shifts within departments or sections as long as the employee is given two weeks' notice.

**Section 4.** Employees shall receive the applicable shift differential for hours worked in accordance with applicable regulations.

**Section 5.** Upon request by the UNION, any department chief may consider at his discretion whether an alternative work schedule is a viable option in that department or a section thereof and shall promptly notify the UNION of the EMPLOYER'S decision.

**Section 6.** In the event ten (10) or more employees are scheduled for weekend duty or holiday, the EMPLOYER agrees that a supervisor should be in duty status on the site(s)

### **ARTICLE XIII**

#### **SAFETY AND HEALTH**

**Section 1.** The EMPLOYER will provide a safe and healthful place of employment. The EMPLOYER also agrees to maintain an Occupational Health program in accordance with applicable laws and regulations. When changes are proposed to the program, the UNION will have an opportunity to negotiate impact and implementation.

**Section 2.**

- a. It is understood that when safety protective clothing and equipment are required to protect the employee from hazards, these special items shall be provided by the EMPLOYER. All employees will be required to wear/use protective clothing and equipment where required by the duty hazards and where provided the EMPLOYER. The UNION will cooperate to that end and will encourage all employees to fully utilize the items provided for their protection. Protective clothing will not be altered except to ensure proper fit. This alteration must not deter from the intended protectiveness. Protective clothing will be used only while in an official duty status. The safety protective clothing will be appropriate for the specific work to be performed.
- b. Where safety shoes are required for a job, the EMPLOYER shall provide affected employees with purchase vouchers for a specific amount that shall be adequate to buy shoes generally safe and acceptable in the trade. The employee shall then be responsible to choose the brand and type to be purchased and to make such purchase.

**Section 3.** All reportable accidents shall be processed through applicable procedures. The EMPLOYER will inform the UNION quarterly of industrial accidents causing substantial property damage or lost-time injuries.

**Section 4.** The EMPLOYER agrees to provide a satisfactory lunch/break area for bargaining unit employees. The EMPLOYER and the UNION agree that both parties will exert maximum effort to ensure that sanitation practices are in concert with accepted standards.

**Section 5.** The UNION will be notified in writing of safety and environmental inspections and a representative will accompany the inspector(s) if desired. At the time of the inspection, the UNION representative may bring to the inspector(s) attention any pertinent information regarding the work place. All records, reports, and information regarding the inspection will be made available to the UNION.

**Section 6.** Bargaining unit employees currently paid hazard pay will continue to be compensated by that premium pay so long as they regularly work under conditions recognized by the law, rule, or regulation as hazardous. Reportable industrial injuries shall be handled pursuant to Office of Safety & Health Act (OSHA) regulations. Should there arise situations or operations in which there are bona fide questions as to whether certain positions in the bargaining unit deserve environmental or hazard pay, the UNION shall request negotiations over the matter.

#### **ARTICLE XIV**

##### **INJURY COMPENSATION**

**Section 1.** In accordance with existing laws, rules, and regulations, the EMPLOYER will take every step to remove or correct any potential injury-causing hazard.

**Section 2.** The Federal Employee Compensation Act (FECA) Program will be administered in accordance with existing rules, laws and regulations as directed by the Department of Labor. Any questions regarding the administration of work place injury or illness claims are to be directed to the CPAC, FECA Office, or to the Department of Labor directly.

**Section 3.** Upon request by a UNION representative, a copy of the applicable, law, rule, or regulations, will be provided as soon as practical, but not later than twenty-five (25) workdays from the date of request if not otherwise easily accessible (through the internet).

#### **Article XV**

**Section 1.** The EMPLOYER and the UNION agree to cooperate in providing equal employment opportunity to employees and applicants; to prohibit discrimination because of race, color, religion, sex, age, national origin, physical or mental disability and/or reprisal for engaging in protected Equal Employment Opportunity (EEO) activity; and to fully promote the principles of EEO.

**Section 2.** The EMPLOYER will conduct a continuing campaign to eradicate every form of discrimination based on race, color, religion, sex, age, national origin, or physical or mental disability and reprisal for protected EEO, activity from the workplace.

**Section 3.** The EMPLOYER agrees to adhere to Federal laws, regulations, and policies in formulating the agency's Affirmative Employment Plan. Any new proposed Affirmative Employment Plan will be staffed through the Union for comment and the UNION will be notified and given the opportunity to bargain over any matter that would effect the working conditions of bargaining unit employees as a result of adopting the proposed plan.

**Section 4.** The UNION designee will be provided a copy of any new adopted Affirmative Employment Plan.



**Section 5.** The EMPLOYER agrees to follow EEO laws, regulations, rules, and policies and provide for the timely and appropriate processing of EEO complaints. The EMPLOYER will post on agency official bulletin boards a listing of agency EEO Counselors and their agency address and phone number.

**Section 6.** The EMPLOYER agrees to provide an adequate staff of EEO counselors who will be available and accessible to all employees. The EMPLOYER will try to ensure that EEO counselors will be allowed adequate time and resources to fulfill the obligations imposed by their EEO responsibilities.

**Section 7.** EEO counselors will inform complainants of their rights to the representation of anyone of their choice.

**Section 8.** The EMPLOYER will ensure that there will be no interference, coercion, restraint or reprisal of employees in carrying out their EEO program responsibilities.

**Section 9.** The EMPLOYER will provide reasonable accommodation to the known physical or mental limitations of employees who are qualified individuals with disabilities unless the accommodation would impose an undue hardship on the EMPLOYER.

**Section 10.** A policy statement will be issued and made public to all employees reflecting the EMPLOYER'S commitment to EEO.

**Section 11.** The EMPLOYER will try to insure that all bargaining unit employees, recognized employee organizations, and applicants are made aware of how the EEO program is implemented at Andrew Rader US Army Health Clinic (WRAMC), Fort Myer, Virginia.

**Section 12.** The EMPLOYER recognizes the UNION's right to be involved in settlement negotiations involving bargaining unit employees.

**Section 13.** The EMPLOYER recognizes the UNION's right to confer with the EEO Officer on matters pertaining to special emphasis programs and those matters which impact bargaining unit employees with regards to equal employment opportunity.

## **ARTICLE XVI**

### **OVERTIME**

**Section 1.** The EMPLOYER agrees to follow laws, regulations, rules and policies in paying overtime when an employee works in the performance of official duties. Overtime will normally be paid when an eligible employee works in excess of eight hours a day or forty (40) hours a week.

**Section 2.** Overtime assignments will be determined by the needs of the EMPLOYER and every effort will be made to distribute such assignments among qualified dependable personnel equitably. When overtime is required, the EMPLOYER will give as much advanced notice as possible to employees and seek volunteers. If no employees volunteer, the EMPLOYER may mandate overtime by roster, alphabetically according to grade.

**Section 3.** Employees called back to work outside their regularly scheduled tour of duty will be paid a minimum of two (2) hours overtime or the actual number of hours worked whichever is greater.

**Section 4.** If overtime is required at the end of the regular work shift, employees will, be given additional breaks. An employee will be allowed a fifteen (15) minute break for each additional two hours

beyond the normal duty schedule and may take these breaks when reasonable, but based on agency needs and employee desires.

**Section 5.** The EMPLOYER agrees to make overtime information available to the UNION pursuant to applicable laws and regulations upon request whenever a question arises over the distribution of overtime.

**Section 6.** Overtime is a mission necessity, not a right; therefore it must be treated with the same dedication as other duty requirements. Individuals who have proposed disciplinary action pending or have demonstrated unacceptable behavior involving attendance or work performance may be denied the privilege of performing overtime. Individuals who are off work due to illness may not be, allowed to perform the overtime the day of their return to duty. Individuals may not use overtime to make up a lost day of work. Request for exceptions may be made to the appropriate management official over the bargaining unit.

**Section 7.** Overtime may NOT be performed while in leave status. Leave status has been designated for specific purposes and the performance of overtime while in leave status defeats the purpose of taking leave. Managers may not schedule personnel nor use personnel who are in leave status (Annual, Sick, or LWOP) to perform overtime.

## ARTICLE XVII

### INCENTIVE AWARDS AND SUGGETIONS

**Section 1.** The EMPLOYER and the UNION agree to fully and actively promote the Incentive Awards and Suggestion Program.

**Section 2.** The awards program will be administered in accordance with existing laws, rules, and regulations, specifically-AR 672-20.

**Section 3.** The UNION will be notified of any changes to the above existing regulations and will be given the opportunity to negotiate on the impact and implementation of such changes if desired.

**Section 4.** The EMPLOYER agrees to consider recommendations for awards submitted by the UNION for deserving employees.

**Section 5.** The EMPLOYER agrees to confer, consult, and negotiate, IA WAR 672-20, with the UNION, as appropriate, regarding the implementation and operations of the incentive award program. Upon the UNION establishing a particularized need for the information, subject to the Privacy Act, the EMPLOYER will provide the UNION with data and information regarding distribution of incentive awards.

**Section 6.** The EMPLOYER will make every attempt to notify the UNION of the time and date, when bargaining unit employees receive recognition for their accomplishments.

## ARTICLE XVIII

### CONTRACTING OUT

**PREAMBLE.** There is no right to grieve or arbitrate any of the provisions listed in this article. Any "appeal" rights will be included in the published information regarding the process through which the EMPLOYER is considering contracting out or outsourcing functions.

#### GENERAL

**Section 1.** The EMPLOYER agrees to meet and confer with the UNION regarding any study of a function considered for contracting out which affects employees within the bargaining unit. The parties agree to comply with all provisions of all-applicable laws, rules, and regulations concerning contracting out.

#### NOTIFICATION

**Section 2.** The EMPLOYER agrees to inform the UNION when contemplating the possibility of contracting out work being done by bargaining unit employees. The EMPLOYER will, keep the UNION apprised of developments of any consideration to contract out any work affecting bargaining unit employees.

#### COMMERCIAL ACTIVITIES STUDY

**Section 3.** The EMPLOYER will keep the UNION informed of the progress of any commercial activities studies of bargaining unit positions. The EMPLOYER will meet and confer, as frequently as necessary, with the UNION while studies are ongoing. Briefings will be held with affected bargaining unit employees for the purpose of providing information on contracting out as well as encouraging their input on how to streamline operations. The UNION will be given an opportunity to attend employee briefings. The Union will be included in management improvement actions to include improving the in-house organization and recommending information for inclusion in the Performance Work Statement.

#### SITE VISITS

**Section 4.** The EMPLOYER will notify the UNION when a site visit will be conducted for potential bidders of any function undergoing a commercial activities study which contains bargaining unit employees. A UNION representative may attend the "walk through" held for potential bidders.

**Section 5.** The EMPLOYER agrees to provide to the UNION, upon request, information not prohibited by laws, rules, or regulations concerning commercial activities studies. This includes information on decisions to keep the function-in-house or to contract it out. The findings and recommendations of the "most efficient organization" management study will be discussed with the UNION and affected employees as soon as the information can be released.

## DECISION IS TO CONTRACT OUT

Section 6. The EMPLOYER will meet and confer with the UNION to assess the impact on bargaining unit employees and to minimize any adverse impacts. If unit employees are displaced the EMPLOYER will make every reasonable effort to minimize the impact on employees. The employer may consider attrition patterns and restricting new hires to achieve maximum retention.

Section 7. Employees who are adversely affected by the decision to contract out will be advised of their rights pertaining to the right of first refusal, Reduction in Force and severance pay.

Section 8. The EMPLOYER will re train affected career employees if necessary when they are reassigned as result of contracting out.

## RIGHT OF FIRST REFUSAL

Section 9. Disputes arising from any contracting out process are not subject to resolution through the grievance procedures established in this contract as the Parties recognize that the exclusive process for resolving disputes regarding contracting-out is found within the applicable contracting out guidance currently the OMB A-76 Circular. The EMPLOYER recognizes the current Circulars provision regarding "right of the first refusal" which provides that any contractor will grant applicable employees displaced by direct results of contracting out the right of first refusal of employment openings created by the contractor. Refusing the right of first refusal because of displacement due to contracting out shall not deny a bargaining unit employee of any rights he might affect otherwise have under applicable Reduction in Force procedures however such refusal might affect the employees entitlement to severance pay and other outplacement benefits.

## ARTICLE XIX

### PERFORMANCE MANAGEMENT

Section 1. The EMPLOYER agrees that the Army system for planning and appraising performance currently the Total Army Performance Evaluation System (TAPES), Army Regulation 690-400, Chapter 4302, will be followed and adhered to until such time the regulation or system for managing performance for the civilian work force is changed by appropriate law, rule or regulation.

Section 2. The UNION will be notified of any changes to the above existing regulation and will be given the opportunity to negotiate on the impact and implementation of any change to the existing performance management system as administered by the EMPLOYER.

## ARTICLE XX

### LEAVE AND HOLIDAYS

#### Section 1. General

All leave requested would require the submission of an SF 71, Request for Leave or Approved Absence, in advance when possible, but in any event upon the employee's return to duty. The submission of an SF 71 is not, in itself an approval of leave. Such approval authority rests with the appropriate supervisor. Disapproved leave taken by the employee may be subject to administrative and/or disciplinary action. The supervisor will maintain the completed SF 71 and the supervisor will return a copy to the employee for his record when requested. In accordance with the time limits in this Article these records will be readily available to the employee and or the UNION representative upon request.

#### Section 2. Annual Leave

- a. Annual leave will be requested in advance by employees to their immediate supervisor If a supervisor must disapprove a request for annual leave duty to mission related reasons the employee will be advised and the supervisor and the employee will mutually agree on an alternative time when the employee may take leave The supervisor will not cancel or reschedule leave previously approved except for mission related reasons The reasons for such action will be explained to the employee Unscheduled or unplanned annual leave may be approved for either personal or emergency purposes when employees can be spared from their duties The EMPLOYER agrees to provide each employee an opportunity to take all use or lose annual leave subject to forfeiture by the end of the leave year Denial of use of annual leave will be based upon factors that are reasonable equitable and mission related Any use or lose leave lost at the end of the year due to operational constraints or an employee's inability to take leave due to illness may be requested to be restored If approved the EMPLOYER will take the necessary steps to have the leave restored and the employee must use the leave within the time limits set by law regulations or policy.
- b. Employees who occupy positions involving shift operations will when possible, notify their supervisors of the need of emergency leave at least two hours prior to the beginning of their shift Approval of such leave will be requested from the duty supervisor or the designated representative The EMPLOYER is responsible for informing employees as to whom they must notify e g duty supervisors duty officer or other representative including telephone numbers Representatives will be responsible for transmitting such notification to the supervisors as soon the supervisor can be located Supervisors are also responsible for making themselves reasonably accessible for such calls
- c. The UNION will support the EMPLOYERS policy that employees schedule their vacation leave in advance for periods of one week or more and employees may do so in accordance with the following procedures

- 1) Employees will submit their tentative leave schedules for the calendar year no later than 31 January of each year
  - 2) Supervisors will notify each employee of the disposition of his tentative request by 15 February Supervisors are responsible for notifying employees by 15 February if there are certain times within the leave year when their particular organizational segment is precluded from taking leave It is the joint responsibility of the employee and supervisor to ensure leave is scheduled throughout the leave year to preclude use or lose situations occurring at the end of the leave year All use or lose leave not scheduled by 30 June is subject to be lost
  - 3) If more employees than can be spared from the same work section or job category apply for leave for the same period the employee with seniority within the unit will have preference Employees required to make a new leave selection will have preference over employees who did not make requests in January
  - 4) Employee wishing to change their requests may do so provided the supervisor can spare them during the new period Since these dates are tentative the employee will notify his supervisor immediately and at least four weeks in advance if possible of the proposed leave if he desires to change the scheduled vacation dates
  - 5) In the event it is necessary to cancel scheduled leave requests the supervisor will promptly advise the employee concerned and in such cases the employees circumstances will be given due consideration Every effort will be made to reschedule the vacation period for the employees convenience
  - 6) Only supervisors designated by the EMPLOYER will authorize annual leave in the absence of the designated supervisor an appropriate supervisor will be authorized to approve emergency annual leave
- d. Employees who have no annual leave to their credit may request advance annual leave through their supervisors The request will be in writing and will include the number of hours of annual leave requested and the purpose The request will be limited to a minimum of eight hours and a maximum of what would normally be earned during the remainder of the leave year depending on the individuals leave category The request will be forwarded with the supervisors recommendation for approval disapproval to the approving authority The supervisor will advise the employee as to whether or not the advanced leave was approved

### Section 3. Sick Leave

a. When an employee must take sick leave he will inform their designated supervisor by personally calling to request leave no later than two hours after the beginning of the tour of duty on the first day of the absence. If the absence extends beyond seventy two hours employees must contact their supervisor and inform him of progress and status. An employee will complete an SF 71 in advance if possible but not later than upon return to duty. If the employee is incapacitated and unable to call in person he may designate someone to call for him.

b. Sick leave will be requested. When approval for medical and dental appointments it will be approved in advance.

c. Supervisors may require employees to furnish a doctor's certificate to substantiate requests for sick leave which exceed three (3) consecutive workdays or in instances of lesser time when there is a reason to believe the employee was not incapacitated from work. The employee's completed SF 71 may be accepted when there has been no evidence to suspect that there is leave abuse.

d. The EMPLOYER may approve advanced sick leave when requested using appropriate procedures and when all the following provisions have been met:

- 1) It must be supported with acceptable medical documentation.
  - 2) All of the employee's available sick leave must be exhausted. The employee must use any annual leave he may otherwise forfeit at the end of the leave year.
  - 3) The amount of advanced sick leave for an individual employee will not exceed 240 hours at any time.
  - 4) There must be reasonable assurance that the employee will return to duty.
- e. Employees with illnesses or injuries affecting their occupational health or the occupational (such as communicable diseases, work-related injuries, injuries or conditions affecting an employee's ability to perform his duties and upon return from extended sick leave), must be evaluated by the Occupational Health Section prior to returning to duty.

Section 4. Leave Restriction When an employee's leave usage becomes questionable, he may be given a Memorandum For Record of counseling and given an opportunity to improve his leave usage. Management may alternatively issue the employee a leave restriction letter. The employee will comply with the requirements provided in the restriction letter. The leave restriction letter will be issued for six months. If the employee continues to have questionable leave after his first leave restriction expires, the EMPLOYER may issue another leave restriction letter without further warning to the employee.

## ARTICLE XXI

### MERIT PROMOTION

Section 1. The EMPLOYER agrees to administer a merit based selection program that ensures systematic competitive selection methods based on jobs related criteria, such as the RESMIX process.

Section 2. A reasonable number of best-qualified candidates will be referred to the selecting official along with any noncompetitive candidate source listed on the vacancy announcement; selection may be made from any source referred. They have the option to interview any, all or none.

Section 3. Following a request to the CPOC to fill a vacancy, the EMPLOYER will post the vacant positions in the organization.

Section 4. The EMPLOYER agrees that selection from promotion must be made without discrimination for any non-merit reason such as, but not limited to race, color, religion, sex, national origin, politics, marital status, physical and mental handicap, age, or membership or non-membership in the UNION. The EMPLOYER agrees that there will be no pre-selection of candidates to fill vacancies.

Section 5. Upon stating a particularized need the UNION will have access to non-protected information used in the promotion procedures. These documents will be maintained for a period of not less than (1) year.

Section 6. When an authorized TDA space is abolished for unencumbered positions, the EMPLOYER will notify the UNION or UNION designee orally or in writing and negotiate the impact and implementation of the decision, if requested to do so by the UNION.



## Section 7. COMPETITIVE PROCEDURES

- a. Competitive promotions will be made in accordance with applicable regulations. The minimum area of consideration is the area in which an adequate number of quality candidates may be found; however, the AOC must be no smaller than the organization in which the vacancy is located. The AOC should support EEO affirmative action and or special emphasis goals. Applications from current, competitive status DA employees who are outside the minimum AOC will be accepted, rated and referred along with qualified candidates within the AOC.
- b. All bargaining unit vacant position announcements will remain open for at least seven (7) calendar days. Applications must be fully completed, include all required forms and be received by COB on the closing date, unless stated otherwise in the announcement, to receive consideration.

Section 8. Exceptions to competitive procedures include mandatory placements, special priority consideration and other noncompetitive actions taken in accordance with applicable law and regulation.

Section 9. Information regarding Merit Promotions and the Exceptions to Competitive Procedures can be found at [www.pol.army.mil](http://www.pol.army.mil).

Section 10. An employer's qualification will be determined at the time of application. Once a candidate has made the referral roster, no additional qualifying criteria will be imposed by the selecting official, and applicants will be treated equally in the interview process.

## ARTICLE XXII

### TEMPORARY DETAILS/TEMPORARY PROMOTIONS

Section 1. Temporary promotions or details to a higher-graded position which exceeds 120 days will conform to required competitive procedures. If the higher-graded detail is less than 120 days will conform, but more than 30 days, the supervisor will document such a detail in the employees Official Personnel File (OPF). These details will be rotated equitably among interested and qualified employees within the work unit. The UNION will be notified of the need for the higher graded details and the EMPLOYER will post the vacancy. Any employee with the appropriate background and or experience may be considered and rotated into such a detail based on seniority within the Federal government whenever feasible.

Section 2. Details of the same or lower grade that are thirty (30) days or longer will be documented by the supervisor in the employee's OPF and will not exceed one hundred and twenty (120) days.

Section 3. Upon request by a bargaining unit employee or by a UNION representative, a copy of the applicable, law, rule, or regulation pertaining to details, will be provided as soon as practical, but not later than twenty five (25) days from the date of request.

## ARTICLE XXIII

### ENERGY CONSERVATION

Section 4. The UNION will be notified of any changes to the existing laws, rules, or regulations that may affect temporary promotions or details, and will be given the opportunity to negotiate on the impact and implementation of such changes if desired.

Section 1. The UNION may suggest to the EMPLOYER methods and improvements in their programs for energy conservation.

Section 2. Where the UNION recognizes areas where energy is not being conserved, it shall bring the matter to the attention of appropriate authorities.

## ARTICLE XXIV

### GRIEVANCE PROCEDURES

Section 1. The purpose of this Article is to provide for a mutually acceptable method for settlement of grievances. Most grievances arise from misunderstanding or disputes that can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The EMPLOYER and the UNION agree that every effort will be made by the EMPLOYER and the aggrieved party(ies) to settle grievances at the lowest possible level: Inasmuch as dissatisfaction 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, performance, loyalty or desirability to the organization.

Section. Scope

- a. A grievance means any complaint by an employee concerning any matter relating to his employment
- b. By the Union concerning any matter relating to other employment of any employee; or
- c. By any employee, the Union or the Employer concerning:
  - 1) The effect or interpretation, or a breach, of the collective bargaining agreement; or
  - 2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

d. The following are not grievable matters:

- 1) Any allegations concerning prohibited political activities
- 2) Retirement, life insurance or health insurance.
- 3) Suspension or removal for national security reasons.
- 4) Any examination, certification, or appointment.
- 5) The classification of any position which does not result in the reduction in grade or pay of an employee.
- 6) Reduction-in-force.
- 7) Separation of a probationary or trial period employee.
- 8) Separation of a temporary employee.
- 9) A removal, suspension of more than 14 days, reduction in grade or pay, or furlough of 30 days or less. Nothing in this Agreement should be constructed as to limit the Employee's right to appeal these actions to the Merit System Production Board.
- 10) Discrimination or reprisal for involvement in the EEO process. Nothing in this Agreement should be constructed as to limit the Employee's right to file a complaint regarding the action with the servicing EEO Office.

Section 3. This procedure shall be the exclusive procedure available to the union and the employees for the resolution of all grievances. Employees using this grievance procedure must be represented by the Union unless the employee elects to represent himself. If an employee elects self-representation, the Union will be given the opportunity to be present at each step of the grievance procedure.

Section 5: The employee and his representative, if an employee of Andrew Radar US Army Health Clinic, will be allowed a reasonable amount of official time to present the grievance at each step that discussions among the grievant, the representation and the Employer are required.

Section 6: Procedures. (All time limits may be extended by mutual agreement of the parties.)

- a. Step 1. An employee/representative must initiate a grievance not later than 14 calendar days of the occurrence or event, or at any time over a continuing practice or condition. The grievance will be taken up orally or in writing with the first line supervisor, unless the grieved action or decision was made by an official superior to the first line supervisor. In that case, the grievance will be initiated with that official, and will be Step 1. The employee/representative will provide the following information during or prior to the first step meeting:
  - 1) Notice that the grievance procedure is being invoked.
  - 2) The basis of the grievance.
  - 3) Any law, rule, or regulation, or terms of the negotiated agreement which may apply.
  - 4) Any pertinent evidence or information that can be supplied.

- 5) The relief or remedial action requested. This must be personal to the grievant. The immediate supervisor or step 1 official will issue a written decision within fourteen (14) calendar days after the 1<sup>st</sup> step meeting.
- b. Step 2. If the employee/representative is not satisfied, he may seek further consideration of the problem by filing a formal written grievance within 20 calendar days after receipt of the Step 1 decision. The grievance will be submitted to the employee's second level supervisor or next appropriate level supervisor (but no lower than the Deputy Commander for Administration or Deputy Commander, a Step 2 grievance will be filed with the Deputy Commander not already involved in the grievance.
- 1) At a minimum, the written grievance must contain the information requested at Step 1 and the name and telephone number of the employee's designated representative (or a statement that the employee wishes to represent himself).
  - 2) If resolution of the grievance is not within the authority of the second level supervisor, that supervisor may refer the grievance to an Agency official who has the authority to take the corrective action, grant the relief sought, or otherwise resolve the grievance at this step. He will notify the grievant/representative if a referral is made.
  - 3) The 2<sup>nd</sup> level supervisor (or the official to whom the grievance is referred) will meet the employee and/or the representative to discuss the grievance within ten (10) calendar days after receipt of the grievance and will issue a written decision within ten (10) calendar days after the second step meeting.
- c. Step 3. If the grievance is still unresolved at the second step, the employee and/or his Union representative may submit the grievance in writing to the Civilian Personnel Advisory Center (CPAC). The employee's written grievance must be submitted and received in the CPAC within five (5) working days after the time limit for ADR has expired. The Commander or his designee will provide a final written decision within five (5) working day after receipt of the grievance.
- d. Step 4. If the Union is not satisfied with the decision of the Commander concerning a grievance processed under this Article, the grievance may be submitted to arbitration, in accordance with the procedures contained in Article XXV.

Section 7:

- a. Union-Management grievances may be submitted in writing by the appropriate party within 14 calendar days of the incident or within 14 calendar days of when the party became aware of the incident:
- b. A meeting will be held with the grieving party within ten (10) calendar days of receipt of the grievance and a written decision will be issued within 14 calendar days after the meeting.
- c. If the grievance is not resolved, either party may refer the matter to arbitration.

ARTICLE XXV

ARBITRATION

Section 1. A request for arbitration may be invoked inly by the UNION or the EMPLOYER and will be invoked only after all procedural steps have been properly followed by the parties have failed to reach an agreement regarding the issue/s. Any for arbitration must be submitted in writing to the other party within fourteen (14) calendar days of receipt of the final decision on a grievance.

Section 2. When either party invokes arbitration, the parties will submit a joint request within ten (10) calendar from the notice of desire to go to arbitration, to the Federal Mediation and Cancellation Service (FMCS), seeking a list of seven impartial arbitrators. Initially the expense for a list of arbitrators will be borne by the invoking party and if the invoking party prevails this expense will be borne by the non-prevailing party. The Parties shall meet within ten (10) calendar days after the receipt of such a list to select an arbitrator. If the Parties cannot mutually agree upon one of the listed arbitrator's, the Union and the Employer representative shall each strike one arbitrator's name from the list and then repeat the procedure. The determination of which Party shall strike first from the list will be determined by a flip of the coin. The remaining name shall be the duly selected arbitrator.

Section 3. If, for any reason, either party refuses to participate in the selection of an arbitrator, or upon inaction or undue delay (ten calendar days), and all of the other requirements for arbitration are satisfied, the other Party will make a selection of an arbitrator from the list.

Section 4. The fee and expenses of the arbitrator shall be borne by the non-prevailing Party. It is further agreed that the UNION and the EMPLOYER shall share equally the expenses of any mutually agreed upon services in connection with the arbitration process. If either Party withdraws the issue/s from arbitration, after the arbitrator has incurred a fee, the withdrawing Party shall pay the fee in full. If the withdrawal occurs due to a settlement, the parties shall equally slit the fee in full. In the event of an arbitrator's split decision, the parties will equally pay the arbitrator's fee. The parties may renegotiate this provision 18 months after execution of contact.

Section 5. In the case of employee grievances, arbitration is automatically cancelled upon the grievant moving out of the bargaining unit unless the grievance involves an adverse action. In cases where the employee left the bargaining unit because of an EMPLOYER directed reassignment; the EMPLOYER will pay all expenses incurred to date for arbitration. If an employee voluntarily leaves the bargaining unit, the UNION will pay the expenses incurred for Arbitration to date.

Section 6. The arbitration process to be used will be a formal hearing unless the parties agree to one of the following:

Expedited arbitration may be used to expedite the resolution of the grievance. In such case, the arbitrator will be directed to announce his award at the close of the hearing. (Each side will have thirty (30) minutes to present a closing statement on their case before a decision is made.)

A stipulation of facts to the arbitrator can be used when both Parties agree to the facts at issue. In this case, all facts, data, documentation, etc., are jointly submitted to the arbitrator and a request may be submitted to the arbitrator for a decision without a hearing.

Section 7. The arbitrator will be requested to render a decision and remedy within thirty (30) calendar days after the conclusion of the hearing. The arbitrator shall date the award upon mailing of the decision.

Section 8. The arbitrator's award shall be binding and final on the Parties, unless either Party files exceptions to the arbitrator's award with the Federal Labor Relations Authority (FLRA) as prescribed by regulation. If an exception is filed the award will be held in abeyance until FLRA rules on the exception/s. The arbitrator will normally handle matters concerning interpretation or implementation of an arbitrator's award of awards remanded by the FLRA, unless expectations are filed with the FLRA over these matters as well.

Section 9. The arbitrator shall have no power to add or subtract from, disregard or modify any of the terms of this contract. However, the arbitrator shall have the authority to resolve any questions concerning arbitrability and /or grievability.

Section 10. The Parties agree that only relevant witness who have direct knowledge of the circumstances and factors bearing on the case will be called at a hearing. Both parties agree to exchange lists of witnesses, normally ten (10) calendar days before the arbitration hearing. The Parties will furnish descriptions of the relevance of expected testimony of each witness. The Parties will also exchange copies of all known exhibits to be introduced ten (10) calendar days before the hearing.

## ARTICLE XXVI

### DURATION AND CHANGES

Section 1. This contract will be effective in accordance with the provisions of 5USC Section 7114.

Section 2. The duration of the contract shall be for a period of three (3) years. At the end of the three (3) year period, the contract may require re-negotiating. Either party may give written notice to the other not more than 90 calendar days nor less than sixty (60) days prior to the three (3) years expiration date for the purpose of renegotiating this contract. Such notices must be acknowledged within ten (10) calendar days of receipt of such notice. If the re-negotiation has not been completed and approved by the expiration date, this contract will remain in force until the new one is approved.

Section 3. At the end of the three (3) year period, if neither party serves notice to renegotiate this contract, it will be considered renewed and remain in effect from year to year. However, the party desiring the renewal will notify the other party prior to the expiration date of the contract and affix their signature to the renewed contract.

Section 4. When changes in law and regulations of appropriate authorities conflict with Articles and Sections of this contract, the party who wishes to renegotiate that Article or Section will notify the other party in writing. The parties will be required to meet within thirty (30) calendar days of the notification. Any amendments shall be effective in accordance with Section 1.

Section 5. If both parties agree, the provisions of this contract may be negotiated within twenty (20) days of either party receiving notice. Notification will be made in writing by either party, and if there is no mutual desire to negotiate, there will be no negotiations. If the current contract is consistent with the law and government wide regulations.

Section 6. A copy of this bargaining agreement will be posted on the Intranet, and fifty-five copies will be provided to the UNION for its use.

## GLOSSARY

1. "Formal discussion": a discussion between an agency representative and a bargaining unit employee(s) concerning any grievance or any personnel policy or practice or other condition of employment that affects bargaining unit employees. The union must be given the opportunity to be represented at these meetings.
2. "Douglas Factors": factors that must be considered by the deciding official in a formal disciplinary action.
3. "Disciplinary Action": unfavorable actions taken against an employee including oral or written counseling, reprimands, suspensions, involuntary reductions in grade or pay, and removals.
4. "Adverse action": unfavorable actions for which employees have statutory appeal rights: suspensions without pay for more than 14 days; involuntary reduction in grade or pay; furloughs of 30 days or less, and removals.