

**Negotiated Agreement
between
IAM&AW, District 160
and
Madigan Army Medical Center**

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PREAMBLE

This agreement is made by and between the Commander, Madigan Army Medical Center (MAMC), Tacoma, Washington, hereinafter referred to as the "Employer", and the International Association of Machinists and Aerospace Workers, District Lodge 160, IAM&AW, AFL-CIO, Local Lodge 282, hereinafter referred to as the "Union".

WITNESSETH

In accordance with the provisions of Title 5 of the United States Code, Chapter 71, hereinafter referred to as the "Statute", and in consideration of the mutual covenants herein set forth, the parties hereto intending to be bound, hereby agree as follows:

WHEREAS the Congress finds that:

- (1) Experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them:
 - (a) Safeguards the public interest,
 - (b) Contributes to the effective conduct of public business, and
 - (c) Facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and
- (2) The public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government; and

WHEREAS it is the intent and purpose of the parties hereto to promote and improve the efficient administration and performance of the Employer and the well-being of employees within the meaning of the statute, to establish a basic understanding relative to personnel policies, practices, procedures, and employment, and to provide means for amicable discussion and adjustment of matters of mutual interest which are discretionary with the Employer;

Now, therefore, the parties hereby agree as follows:

ARTICLE 1

Recognition and Coverage of the Agreement

101. **Recognition.** The Employer recognizes the International Association of Machinists & Aerospace Workers, District 160, Local Lodge 282, AFL-CIO, as the exclusive representative of all employees in the unit defined in 102 below.
102. **Unit Definition.**
- Included:** All Security Guards employed by Madigan Army Medical Center, Tacoma, Washington.
- Excluded:** All professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7) and any employees represented by another labor organization.
103. **Coverage.** The provisions of this agreement apply to all employees in the unit defined in 102 above.

ARTICLE 2

Rights of the Employer

201. **Employer Rights.** The Employer retains the right:
- A. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and,
 - B. To hire, assign, direct, lay off, and retain employees, or to suspend, remove, reduce in grade or pay, or take other administrative action against employees; and.
 - C. To assign work, make decisions with regard to contracting out, and determine the personnel by which operations shall be conducted; and,
 - D. To make selections for appointments from properly ranked and certified candidates for promotion or from any other appropriate source; and,
 - E. To take necessary action to carry out the mission during emergencies as defined by the Employer or appropriate senior authority.

ARTICLE 3

Rights of Employees

301. **Statutory Rights.** Each employee has the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union or refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in Public Law 95-454, the right to assist the Union extends to participation in the management of the Union and to act for the Union in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. The Parties agree that no interference, restraint, coercion, or discrimination shall be practiced to encourage or discourage membership in the Union.
302. **Expression of Concerns to Union.** Employees are encouraged to bring work-related concerns or complaints to the attention of their immediate supervisor. However, each employee shall have the right to bring work-related matters or complaints directly to the attention of the Union, utilizing established procedures under Article 7 of this agreement. The use of official time will be as specified in this agreement when bringing such concerns to the Union representatives.
303. **Retention of Contractual Benefits.** It shall be the intent of the parties that employees shall not forfeit any benefits of this agreement while on detail or assignment at another Federal facility. However, such employees will conform to the rules, regulations, and procedures in practice at the place of temporary assignment.
304. **Review of Records.** The Office of Personnel Management has made employee Official Personnel Folders (OPF) available for electronic review. Employees can access their electronic OPF (eOPF) at <https://eopf1.nbc.gov/army/> by requesting an eOPF user ID and password from the logon screen and subsequently logging in to review their records.
305. **Representation Rights.** Any employee in the unit may have a Union representative present at any examination by a representative of the Department of the Army 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.

ARTICLE 4

Union Rights and Responsibilities

401. **Statutory Rights and Responsibilities.**

- A. As the exclusive representative, the Union has the right to act for, and negotiate collective bargaining agreements covering all employees in the unit.
- B. The Union has the right to be present at:
 - 1. Any formal discussion between one or more representatives of the Department of the Army and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or
 - 2. Any examination of an employee in the unit by a representative of the Department of the Army 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.
- C. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to Union membership.

402. **Employee Listings.** Upon request, the Employer will provide the Union Business Representative with a current listing of unit employees which will include the employees' job titles, and organizational and geographic locations. Such requests will be limited to two per calendar year and be forwarded to the CPAC Labor/Employee Relations Specialist (L/MER) servicing MAMC Guards.

ARTICLE 5

Provisions of Law and Regulations

501. **Relationship to Laws/Regulations.** Within the restrictions of Section 7116(a)(7) of the Statute, it is agreed and understood by the Parties that nothing in this agreement shall be so interpreted as to conflict with existing or future laws or regulations of the Federal Government as set forth in 5 U.S.C. § 7117(a)1, 2, and 3.
502. **Future Directives.** The Employer agrees to advise the Union fifteen days prior to implementing any future directive which affects any of the terms and conditions of this Agreement and which alters its discretionary authority with regard to any item

within this Agreement. The Union agrees to inform the employer of any directive they become aware of that may conflict with a provision in the contract or an established past practice. Nothing in this section shall be construed as a waiver of the Unions right to negotiate terms and conditions of employment or any other matter that is appropriately negotiable.

ARTICLE 6

Appropriate Matters for Consultation and Negotiation

601. **Appropriate Matters.** Matters appropriate for consultation and negotiation between the parties are policies, practices, programs, and procedures relating to or affecting general working conditions of unit employees which are within the discretion of the Employer including, but not limited to such matters as safety, training, labor-management relationship, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, pay practices, reduction-in-force practices, hours of work and any exceptions to or waivers of policy.
602. **Union Notice.** Prior to implementing changes in matters appropriate for negotiation, the Employer will notify the Union in writing or by email, fifteen calendar days prior to the proposed effective date.
603. **Bargaining Request.** Should the Union elect to negotiate, it will serve notice on the Employer within fifteen calendar days of receipt of the Employer's notification. Such notice shall be in writing or by email. The parties will meet within fifteen days unless an extension is requested.
604. The Union is entitled to attend Labor Management Partnership Council meetings.

ARTICLE 7

Union Representation

701. **Union Representatives.** The Union will designate no more than one Steward on each shift, for a maximum of three Stewards, one of whom will be designated as the Chief Steward.
702. **Employer Notification.** The Union will provide current listings of its Stewards to the CPAC Labor Relations Specialist at least yearly or when changes are made. Official time for representation purposes will only be authorized for those representatives on the current listings.

703. **Official Time.**

- A. Stewards: Management agrees to allow reasonable official time for stewards to perform appropriate representational responsibilities during normal work hours when those representational responsibilities do not conflict with mission critical duties. This arrangement is subject to the following:
1. Should the Steward need to meet with an employee during the employee's duty hours, the Steward will contact the employee's supervisor to make the necessary arrangements. The Steward will advise the supervisor in advance of the date and time of the meeting, the purpose of the meeting, and the urgency of the matter. The Steward will request the use of official time in writing by submitting HFL Form 1121, and the supervisor will determine whether to grant or deny the request. If the employee cannot be released at the time requested, the supervisor will provide an alternate time usually within two workdays.
 2. The Steward will perform these responsibilities on Management's premises. Exceptions may occur under appropriate circumstances with the advance authorization of Management.
 3. Stewards needing official time for representational matters will advise their supervisor as far in advance as possible of the general nature of the matter, their destination, with whom they intend to meet, the time they wish to be released from their regular duties, and the anticipated duration of their absence. If the Steward cannot be released at the time requested, the supervisor will provide an alternate time usually within two workdays.
 4. Management recognizes the Chief Steward may have additional representational responsibilities, above and beyond those of other Stewards, management agrees that reasonable time will be allowed to perform appropriate representational responsibilities during their normal working hours.
 5. Due to small staff size, only one steward can be out for representational duties at any given time.
- B. Stewards Training: Management will provide the Union a budget of 40 hours per Steward to be utilized during each fiscal year for appropriate Union Education Center labor relations training. An additional 16 hours per fiscal year may be granted per Steward for appropriate local labor management training.

1. The Union will forward a written request for the representative's release from regular duties normally at least 30 days in advance of the training to the CPAC Labor Relations Specialist servicing the MAMC Guards. The request will identify the date(s) of training, duration of training each day, and will include an agenda for the training of sufficient specificity for Management to determine if the training is an appropriate use of official time and is of mutual benefit to the employee and Management.
 2. The CPAC Labor Relations Specialist or designee servicing the MAMC Guards will advise the Union in writing, normally within 14 calendar days, of the approval/disapproval of the request, and if disapproved, of the reasons. The Union accepts the responsibility to ensure that any activities performed by its representatives relating to the internal business of the Union (including, but not limited to the solicitation of membership, elections of Union officials, and collection of dues) are performed only while the representative and/or employee is in a non-duty status.
 3. After completion of the training, the Union will provide to Management certification of attendance by the Stewards at the training.
 4. Due to small staff size, only one steward can be out for training at any given time.
- C. Employees: Management agrees to allow reasonable official time for employees who wish to meet with a Union representative on representational matters during duty hours provided the employee requests permission in advance from their supervisor and the supervisor approves the request. Employees will advise their supervisor of the general purpose of the meeting and the urgency of the matter and will request the use of official time from their supervisor in writing.
- D. Where the Union or the employee request official time to meet, that meeting should generally occur within one to two workdays of the request. The parties recognize that mission requirements may necessitate delays.
704. **Facilities.** The Employer will provide the use of a 2-drawer locked file cabinet and E-mail access for representational activities. When available, Management will provide the use of a telephone to conduct representational activities.
705. **Union Visitors.** The Employer agrees to act upon written requests from the Union for authorization for non-employee representatives of the Union to visit the facility for mutually agreeable purposes subject to security regulations.

ARTICLE 8

Work Schedules

801. **Workweek.** MAMC Guards are on duty 24 hours a day, seven days a week. The administrative workweek is the calendar week 0000 hour on Sunday through 2400 hours on Saturday. Guards will normally work five consecutive eight hour days with two consecutive days off. In normal circumstances, reasonable advance notice of changes will be given before the beginning of the pay period during which the change occurs, subject to emergent and unforeseen circumstances. Where emergent and unforeseen circumstances require a change to a posted schedule, Management will personally notify the affected guards of the change in person or by telephone.
802. **Workweek/Shift Changes.** Employees understand that they may be required to temporarily change shifts for leave coverage, operational needs, and training purposes. They will be returned to their regularly scheduled shift when leave coverage, operational needs, or training have been completed. When determining workweek and shift changes, Management will consider seniority, operational needs, and training requirements.
803. **Training/Certification-Shift Changes.** Management may move guards to the day shift when needed to satisfy mission, training, and certification requirements and assign a guard from another shift to provide coverage for that period. Management may also assign guards to each shift to which they are not assigned for two pay periods each year to maintain proficiency in the duties unique to that shift and assign a guard from another shift to provide coverage for that period. The guards will be returned to their regularly scheduled shift when this period is completed.
804. **Shift Bidding—Lead Guards.** All lead guards except for probationary lead guards will participate in shift bidding. Shift bids will be submitted three times a year (15 November, 15 March, and 15 July) with shift rotations occurring at the beginning of the first full pay period of January, May, and September. Bids will be submitted to management indicating a first, second, and third choice of shift preference. Lead Guards will serve in each shift each year. Management will notify personnel of bid results no later than 15 December, 15 April, and 15 August.
805. **Probationary Guard-Shift Assignments.** Probationary employees may be assigned to any hours and any shifts. Upon completion of probation, employees will be given a first and second choice of shifts, with the approval of management.
806. **Meal Breaks.** Guards will be allowed a 30-minute non-paid meal break during their shift. Guards will inform the Lead Guard at the beginning of their shift when they would like their meal break. Lead Guards will consider employee preferences, mission needs, and manning availability when assigning meal breaks.
807. **Work Breaks.** Operational issues permitting, Guards will be afforded two

15-minute breaks per shift; one on or near the midpoint in the first four hours and one on or near the midpoint in the second four hours. Breaks may not be combined or used to begin or end a shift or extend the lunch period. Guards will inform the Lead Guard at the beginning of shift when they would like their break.

808. **Inventory and Accountability Time.** Guards will conduct guardmount and draw weapons during the first twenty minutes of their assigned shift. After the 20 minutes for guardmount, Guards will report directly to their post to relieve the Guard on duty. Guards will be allowed a reasonable amount of time, not to exceed 10 minutes, after they are relieved by on-coming Guards, prior to the end of each shift for inventory and accountability of weapons and equipment.

ARTICLE 9

Overtime

901. **Assignment.** Overtime assignments, whenever possible, will be distributed fairly among employees determined by management to be qualified to perform the work in accordance with overtime policies in effect at the time this agreement was executed. The Employer recognizes its obligations to the Union when revising existing or establishing new overtime policies affecting bargaining unit employees.
902. **Relief.** Upon request, an employee will be relieved from an overtime assignment provided another qualified employee acceptable to management is available and volunteers to perform the overtime work. If an employee is relieved of an overtime assignment at the employee's request, the hours of overtime declined will be considered as overtime hours worked for purposes of determining the equity of distribution.
903. **Notice.** Employees will be given as much notice as practicable under the circumstances and the Employer agrees to give due consideration to the employee's personal circumstances. The Employer will endeavor to provide at least 48 hours of advance notice, and confirmation of instructions to report for overtime not later than the start of the lunch period on the last scheduled shift before the overtime commences
904. **Overtime Meal Breaks.** Guards will be allowed a 30-minute non-paid meal break for any overtime of 8 hours or more. Guards will inform the Lead Guard at the beginning of their shift when they would like their meal break. Lead Guards will consider employee preferences, mission needs, and manning availability when assigning meal breaks.
905. **Pay.** Employees shall be compensated for overtime work in accordance with applicable regulations. The Employer recognizes that the use of compensatory

time in lieu of overtime payment for non- exempt employees is voluntary on the part of the employee and that compensatory time will be charged or used in accordance with applicable regulations.

904. **Impact of Leave.** An employee's use of approved leave (including court leave) during a workweek will not adversely affect an employee's consideration for overtime assignments assuming the employee is on duty at the time the overtime is solicited and assigned, or arranged in advance. Employees are responsible for notifying management of their availability for the overtime work.
905. **Records.** The Employer agrees to allow inspection of existing overtime records to the extent necessary for determination of alleged inequities in overtime distribution.
906. **Partial Shifts.** Upon request, when employees are assigned to work less than a full 8-hour shift on an overtime day, the employer will consider assigning additional work to provide a total of 8 hours of overtime.

ARTICLE 10

Holiday Work

1001. **Holidays.** The following are legal public holidays and will be observed as prescribed by Federal law:
- A. New Year's Day
 - B. Martin Luther King Jr.'s Birthday
 - C. Washington's Birthday
 - D. Memorial Day
 - E. Independence Day
 - F. Labor Day
 - G. Columbus Day
 - H. Veteran's Day
 - I. Thanksgiving Day
 - J. Christmas Day

ARTICLE 11

Sick Leave

1101. **Notification of Absence.**
- A. An employee who is unexpectedly absent on account of illness will notify the first line Supervisor or Provost Marshal two hours prior to the beginning of

the work shift, if possible. If the supervisor or Provost Marshal is not available, the employee will contact the Lead Guard indicating the anticipated duration of the absence and a telephone number where the employee can be reached so the supervisor can contact the employee to advise if the leave is approved.

B. Notification in 1101A above, does not constitute approval of leave. Employees are responsible for justifying their use of sick leave in accordance with section 1102.

C. When an absence extends from one workweek to another, the employee must again notify the supervisor or designated contact at the beginning of each workweek, unless the employee has provided a medical certificate which specifies the duration of the absence.

1102. **Justification.** An employee is responsible for providing administratively acceptable evidence of incapacitation in support of any request for sick leave. The Employer may require an employee to provide a medical certificate as evidence in support of requests for sick leave in excess of three days duration, or for a lesser period when the Employer determines it is necessary.
1103. **Travel Time.** The amount of travel allowed in connection with sick leave shall be administratively determined by the approving official in accordance with applicable regulations.
1104. **Sick Leave Abuse.** If the Employer suspects an employee may be abusing sick leave, the employee may be advised in writing that any future request for sick leave must be supported by a medical certificate. The letter will advise the employee of the basis upon which the abuse is suspected, and the duration (not to exceed one year) of the requirement for medical certification.
1105. **Advanced Sick Leave.** Upon request, Management agrees to consider advancing sick leave in accordance with applicable regulations.
1106. **Alcohol/Drug Addiction Treatment.** Management will publicize the Employee Assistance Program opportunities available to employees for treatment and the Union agrees to assist management in making the employees aware of these opportunities.
1107. **Injury Compensation.** Employees injured on the job will notify their Supervisor as soon as possible and be advised by Management of their right to obtain medical treatment from a physician of their choice or MAMC. Continuation of Pay for employees injured on the job will be administered in accordance with applicable Department of Labor regulations. Employee assistance is available through the Provost Marshal Worker's Compensation point of contact and the CPAC point of contact.

ARTICLE 12

Annual Leave

1201. **Vacations.** Employees accrue annual leave in accordance with 5 USC 6303. Leave will be approved in accordance applicable regulations. Projected annual leave requests will be submitted by the employee on the OPM Form 71 (Request for Leave or Approved Absence) during the period of 1 October through 30 October for the following calendar year. Management shall indicate approval or disapproval by providing a copy of the completed OPM Form 71 no later than 15 November. Where a conflict exists for the weeks of Christmas and New Years, the leave requests will be honored for only one (1) week of the aforementioned holidays so that the maximum number of employees will have an opportunity for time off during the holiday season. Where possible, Management will give at least a fourteen (14) calendar day notice of cancellation of approved leave. Where conflicts exist for dates of requested leave among similarly situated bargaining unit employees, priority will be given based on seniority. When considering leave requests, Management will consider the coverage required for the entire bargaining unit and not for just each shift separately.
1202. **Emergency Leave.** Employees needing to use annual leave in the event of a bona fide emergency shall notify, or cause to be notified, their supervisor or other designated contact prior to the beginning of their assigned shift, if possible. Notification does not constitute approval. Employees will be required to justify their absence upon return to work.
1203. **Other Annual Leave.** Leave requests submitted after the submission deadlines will be scheduled on a first-come, first-served basis consistent with staffing requirements.
1204. **Changes.** Once annual leave is approved, requests for changes may be disapproved if the change would disturb the choice of another employee. Employees will be permitted to take leave as scheduled except for unforeseen circumstances which require a change in previously approved leave schedules. In the event that previously approved leave is subsequently disapproved, the supervisor will notify the employee in writing and make a reasonable effort to reschedule the leave in accordance with the employee's desires. Normally, employees on approved leave will not be recalled except in emergency situations.
1205. **Use or Lose Leave.** The Employer agrees to consult with the employee as appropriate in scheduling "use or lose leave" to avoid forfeiture of such leave at the end of the leave year.
1206. **Birthdays.** Workload permitting, employees will be allowed to use annual leave on their birthday.

1207. **Advance Annual Leave.** Advance annual leave may be granted to unit employees in accordance with applicable regulations.

ARTICLE 13

Excused Absence

1301. **Definition.** Excused absence is an authorized absence from duty without charge to accrued leave or loss of pay.
1302. **Policy.** Employees may be granted excused absence in accordance with applicable regulations.

ARTICLE 14

Leaves of Absence

1401. **Union Meetings/ Absence.** Employees may be granted accrued annual leave or leave without pay to accept temporary positions with the Union or to attend conventions or meetings of the Union for a period of up to one year duration, provided the Employer has determined the employees services are not required during that period and the Union has provided a thirty day notification. Employees on such approved absences are subject to recall by the Employer if it determines the employee's services are required.
1402. **Leave Without Pay.** Employees who are absent on approved leave without pay for periods of up to one year shall accrue all applicable rights and privileges in respect to coverage under the Federal Employees Group Life Insurance and Federal Employees Health Benefits Programs in accordance with applicable regulations. Employees may submit requests for leave without pay and if workload and mission are not adversely affected, at the Employer's discretion, it may be approved.

ARTICLE 15

Publicity

1501. **Bulletin Boards.** The Employer will make bulletin board space available on which the Union may post notices of union meetings, recreational or social affairs, union election notices, and results of such elections. Any other materials

proposed for posting by the Union must be reviewed and approved by the Union Business Representative prior to posting.

- 1502. **Employer Publications.** The Employer agrees to consider publishing articles submitted by the Union in Employer newsletters or similar publications.
- 1503. **Union Publications.** The Union shall have the right to distribute a Union news bulletin to unit employees during non-duty hours. Such distribution shall be conducted in a manner such that it will not interfere with work operations or traffic during peak traffic hours.
- 1504. **Employee Surveys.** Locally generated employee surveys/polls relating to working conditions of unit employees conducted on official time shall be considered joint surveys and the results shared equally between the parties.

ARTICLE 16

Merit Staffing

- 1601. **Recruitment Sources.** Vacant positions may be filled under the Western Region Merit Promotion and Placement Plan (WRMPPP), Statutory, regulatory/administrative placement, or other noncompetitive sources.
- 1602. **Area of Consideration.** When the WRMPPP is utilized, applications will be accepted from all appointable unit employees within the specified area of consideration.
- 1603. **Publicizing Vacancies.** Vacancies advertised under the WRMPPP may be announced via vacancy announcements or via vacancy listings posted on official bulletin boards or official web sites. Vacancy announcements will list the qualification requirements, area of consideration, duties, evaluation methods to be used, and what applicants must do to apply.
- 1604. **Evaluation of Applicants.** To be eligible, each candidate must meet the minimum qualification requirements prescribed by OPM, time-after competitive appointment or time-in grade requirements, and any appropriate selective factors established by the employer as being essential for satisfactory job performance. Candidates for promotion and other competitive placement authorities will be evaluated against the knowledge, skills, and abilities or highly qualifying criteria determined to be important for the position. The use of written tests will be in compliance with applicable OPM and DoD directives. Due consideration will be given to awards, training, self-development and applicable outside activities when documented on the resume.

1605. **Referral for Consideration.** To be eligible for referral, candidates must be among the highly qualified and/or best qualified. A selecting Official may select any candidate who is referred or non-select all candidates. Applicants eligible for noncompetitive selection may be referred at any time to the selecting official.
1606. **Employee Notification.** After a referral list is issued, each applicant will be notified of their status through the online staffing system.
1607. **Review of Ranking.** In the event an employee disagrees with their qualification and or eligibility determination, they may request reconsideration from the CPAC.
1608. **Temporary Promotion.** Management should request a temporary promotion be processed in circumstances where an employee is requested to perform the full range of duties in a higher-level classified position, and the employee meets all the legal and regulatory requirements for promotion.
1609. **Details.** A detail is the temporary assignment of an employee to a different position or set of duties for a specified period of time. Employees on detail are not officially reassigned but continue to occupy their position of record and maintain their same status and pay rate. Employees do not have to be qualified for the position to which detailed, but may be required to meet any applicable certification and/or physical requirements. The parties agree that:
- A. Details to positions classified at a higher level in excess of 120 calendar days shall be made competitively.
 - B. Any detail in excess of 30 calendar days shall be officially recorded. Experience gained on detail will be given due consideration during evaluation for promotion if claimed on the employee's resume.
 - C. The Employer will inform employees of the reason for, type of duties to be performed, and expected duration of any detail.
1610. **Temporary Duty Assignments.** It is the Employer's policy to assign employees to temporary duty assignments according to its analysis of the work requirements and the qualifications of all persons available. When such assignments are required, consideration will be given to qualified volunteers.

ARTICLE 17

Reduction in Force

1701. **Union Notification.** The Employer agrees to notify the Union of pending reduction-in-force actions which will impact unit employees. The Union may make its views and recommendations known concerning the implementation of

such reduction-in-force actions. Upon request, the Union will be advised of Employer actions taken to alleviate the impact of the RIF, i.e. use of VSIPs, utilization of existing vacancies, etc. The Employer will consider any recommendations from the Union concerning other actions possible.

1702. **Compliance with Law.** All reductions-in-force will be carried out in strict compliance with applicable laws and regulations.
1703. **Repromotion Consideration.** Any employee demoted through RIF will be afforded placement opportunity in accordance with applicable policies, i.e. DOD Priority Placement Program or retained grade program.
1704. **Retention Registers.** The Union shall have the right to review retention registers and other pertinent documents s relative to reduction-in-force actions affecting employees in the unit. Requests for such reviews by the Union will identify the employee(s) or areas of concern. Personnel folders will not be reviewed by the Union unless written permission has been obtained from the employee(s).
1705. **Outplacement Services.** The Employer agrees, upon request, to meet with the Union to collectively examine the availability of retraining programs and outplacement programs for employees separated by RIF.

ARTICLE 18

Disciplinary Actions

1801. **Disciplinary Actions.** Disciplinary actions include reprimands, suspensions, reductions in pay or grade, and removals, when such actions are taken for just cause. Furloughs and separations or demotions effected through RIF procedures are non-disciplinary in nature.
1802. **Basis.** Disciplinary actions will be taken only for just cause. In cases of proposed disciplinary actions other than those excepted by 5 CFR 752-404(d)(2), the employee will be given a reasonable opportunity to reply to the charges orally and/or in writing before a final determination is made. The employee, if desired, may be assisted by a Union representative in presenting such reply. The Employer agrees that disciplinary action should be effected in a timely manner.
1803. **Investigation.** Prior to initiating disciplinary action, the Employer will normally conduct a preliminary investigation into the matter. Such investigation may include a discussion with bargaining unit employees who are subjects of the investigation, and other bargaining unit employees who may have witnessed the events. Bargaining unit employees are obligated to cooperate fully and honestly during the course of such investigations. The Union's right to be represented

during such investigative discussions is described in Section 401B of this Agreement.

1804. **Appeals.** An employee's opportunity to grieve or appeal disciplinary actions is discussed in Article 19 of this agreement.

ARTICLE 19

Grievance Procedure and Arbitration

1901. **Definition.** Grievance is any complaint:

- A. By any bargaining unit employee concerning any matter relating to the employment of the employee.
- B. By the Union concerning any matter relating to the employment of any employee.
- C. By any employee, the Union, or the Employer concerning the effect or interpretation, or a claim of breach of a collective bargaining agreement; or any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

1902. **Coverage.** Grievances shall not be processed for the following:

- A. Retirement, life insurance, or health insurance.
- B. Any claimed violation of Public Law 95-454 relating to prohibited political activities.
- C. Suspension or removal under the National Security Act.
- D. Any examination, certification, or appointment.
- E. The classification of any position.
- F. Termination or separation of probationary or temporary employees.
- G. Retained pay for reclassification that results in a downgrade.
- H. Reduction in Force.
- I. Equal Employment Opportunity Complaints.
- J. Non-selection for promotion from a group of properly ranked and certified candidates.

- K. Receipt of or failure to receive incentive awards.
 - L. Letters of caution.
 - M. Notices of proposed actions.
1903. **Appeal Options.** Employees have the right to choose between this negotiated grievance procedure or a statutory procedure when appealing an adverse action under 5 CFR 752 or 5 CFR 432. An employee shall be deemed to have exercised their option at such time as the employee timely files an appeal or complaint under the applicable appellate procedures or timely files a grievance per provisions of this Article, whichever comes first.
1904. **Issues of Grievability.** In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability shall be referred as a threshold issue in the related arbitration.
1905. **Intent.** The parties agree that every effort will be made to settle grievances at the lowest level possible.
1906. **Employee Initiated Grievances.**

Step 1. All grievances (except those identified in a. and b. below) shall be filed on a completed Grievance Form agreed to by the parties (see Appendix A) and hand-delivered to the first-level supervisor (or faxed if the supervisor is at another geographic location) within 14 calendar days of either the occurrence or the date the employee first became aware of being aggrieved. (An employee's ignorance of the terms of this Agreement shall not, however, constitute a basis for extending the time limits.) A completed Authorization to Represent form (see Appendix B) should accompany the grievance form. The written grievance shall include the specifics of the grievance, the requested corrective action, and the union steward to be contacted, if any. Within 14 calendar days of the receipt of the grievance, the management official who has the authority to resolve the issue, shall meet with the employee and his/her representative to accept any evidence presented. The supervisor will provide a written decision within 14 calendar days of the meeting. If the grievance is not resolved at this step, the employee may advance the grievance to Step 2 within 14 calendar days of the Step 1 decision.

Step 2. If a satisfactory settlement has not been reached at Step 1, the grievance may be submitted to the Provost Marshal within 14 calendar days of receipt of the step one decision. This official or designee will schedule a meeting to occur within 14 calendar days of receipt of the grievance to hear the grievants' issues. A written decision will be issued within 14 calendar days of the meeting. If the

grievance is not resolved at this step, the employee may advance the grievance to Step 3 within 14 calendar days of receipt of the Step 2 decision.

Step 3. If a satisfactory settlement has not been reached at Step 2 the grievance may be submitted to the Deputy Commander for Administration (DCA). The DCA or designee will schedule a meeting to occur within 14 calendar days of the meeting. Normally, the grievance will be heard by the DCA or the Commander. The DCA or designed will issue the written decision within 14 calendar days of the meeting.

Exceptions. Grievances arising from a disciplinary action will be submitted directly to Step 3 of this procedure to the DCA. If the DCA was the Deciding Official for the disciplinary action being grieved, the grievance shall be submitted to the Commander at Step 3. Time limits remain the same as previously described.

1907. **Stays of Discipline.** The agency will ordinarily stay grieved suspensions until final determination is rendered.

1908. **Union/Employer Grievances.** Non-employee grievances initiated by the Union or Employer will be submitted in writing as follows:

- A. **Union Grievances.** Grievances identified as a Union grievance by the Union will be filed with the Provost Marshal.
- B. **Employer Grievances.** Grievances identified as Employer grievance by the Employer will be filed with the Union Business Representative.

Time limits for these grievances are the same as previously described in the employee grievance procedure. The Employer or the Union Business Representative will schedule a meeting to occur within 14 calendar days of receipt of the grievance to discuss and resolve the matter. If resolution is not reached at the meeting, the deciding official will issue a written decision within 14 calendar days of the meeting.

1910. **Representation.** Any employee or group of employees may personally present a grievance through the negotiated grievance procedure and have it resolved without representation by the Union, provided that the Union will be given the opportunity to be present at all formal steps in the grievance process. Any such resolution however, may not be inconsistent with the terms of this Agreement.

1911. **Timeliness.**

- A. Time limits at any step of the procedure may be extended only by mutual agreement of the Employer and the Union.

- B. Grievances presented outside of the time limits mentioned in this Article will not be considered at a later date unless a written request for extension of time is made and then granted in writing.
- C. Should the Union fail to meet the time limits specified, the grievance will not be processed further, should the Employer fail to meet the time limits specified, the grievance will be moved to the next step.
1912. **Arbitration.** In the event the Union and the Employer fail to settle any grievance arising under this Article, either party may, upon written notification to the other party, invoke binding arbitration. Such written notice must be served not later than 30 calendar days following the date of the Step 3 decision. Arbitration may be invoked only by the Union or the Employer.
1913. **Arbitrator Selection.** Within 30 calendar days of invoking arbitration, the moving party shall schedule a meeting of the parties to attempt to reach agreement on an arbitrator to decide the matter, and on the issue to be submitted to the arbitrator. If the parties are unable to agree upon an arbitrator, the moving party shall, within 30 calendar days of the meeting, request a panel of seven arbitrators with Federal sector experience from the Federal Mediation and Conciliation Service. The parties will meet within 30 calendar days after receiving the list of arbitrators to select the arbitrator. If the parties are unable to agree to an arbitrator on the list, the parties will alternate striking a name from the list until there is only one remaining name. The party to strike first shall be determined by a coin flip. At this meeting the parties shall attempt to frame the issue. Absent mutual agreement on the issue, each party shall frame their own issue for submission to the arbitrator. Any disagreement over whether a grievance is subject to arbitration shall be referred to the selected arbitrator to decide on the threshold issue.
1914. **Expenses.** The fees and expenses of the arbitrator, and all other costs of arbitration, shall be borne equally by the Union and the Employer and shall not exceed that authorized by appropriate law or regulation.
1916. **Hearing.** A reasonable number of relevant witnesses may be called to the arbitration hearing by either party. Unit employees who are appellants, witnesses or representatives shall suffer no loss of pay while participating in the arbitration hearing. The arbitration hearing will be held on the employer's premises during the regular day shift work hours of the workweek.
1917. **Arbitration Decision.** It is agreed that the decision of the arbitrator is binding unless overturned by higher authority as a result of either party filing an exception to the award per applicable laws, rules, or regulations.

ARTICLE 20

Position/Job Descriptions

- 2001. **Classification Appeals.** When employees allege inequities in their position/job descriptions, they shall be furnished, upon request, information on appeal rights and procedures. They may elect to be represented or assisted by a Union representative in processing their appeal by submitting an authorization to represent (see Appendix B).
- 2002. **Union Notification.** The Union will be given 15 calendar days advance notice in the event an existing position occupied by an employee in the bargaining unit is to be reclassified to a lower grade.
- 2003. **Union Presentations.** The Union may make presentations and present supporting evidence to the Employer regarding the accuracy of position/job descriptions of unit employees.
- 2004. **Content.** The position/job description of record shall reflect the major duties and responsibilities assigned to employees.
- 2005. **Annual Review.** The Employer will annually review each unit employee's position/job description to ensure they are current and accurate.

ARTICLE 21 Training

- 2101. **Objective.** It is mutually agreed that training programs are of vital interest to the Employer and the Union. The objective is to develop skilled employees and potential leaders in the occupational/technical areas necessary to the mission of MAMC Provost Marshal.
- 2102. **Considerations.** In recognition of the mutual advantages to the Employer, the Union Representatives and employees, the Employer agrees to consider existing Union Representatives/employees for training it has determined necessary to update or provide new skills necessary to accomplish its mission. The Employer agrees to consider training recommendations and concerns submitted by the Union.
- 2103. **Training.** The Employer agrees to promote participation in mission related training schools or courses sponsored by the Department of Defense, DA or Washington State Criminal Justice Training Commission subject to availability of funds and mission requirements. Job specific training is identified in AR190-56 and MAMC policies.

ARTICLE 22

Safety and Health

2201. **Commitment and Responsibilities.**

- A. The Employer is committed to and responsible for providing a safe working environment and industrial health protection for all unit employees and will comply with all applicable Federal laws and regulations and Army regulations. The Employer is also responsible for ensuring that appropriate safety training is provided to unit employees in accordance with applicable regulations. This includes training to the level of responsibility of individuals so as to instruct individual employees to perform their work in a safe and healthful manner. A Union representative may attend Madigan Command safety committee meetings.
- B. The Union is committed to ensuring the maintenance of safe working conditions and industrial health protection. Union representatives are responsible for reporting any observed unsafe practices and conditions, as well as environmental concerns to the appropriate representatives of the Employer. Further, the Union agrees to encourage all unit employees to work in a safe manner and utilize provided protective clothing and equipment appropriate for their assigned duties.
- C. Employees have a primary responsibility for their own safety and an obligation to know and observe safety rules and practices applicable to their assigned duties. Employees are also responsible for the security of and proper utilization of protective clothing and equipment provided by the Employer in accomplishing their work. Further, employees are responsible for bringing to the attention of their immediate supervisor any working conditions or situations they believe constitute a hazard to themselves or others.

2202. **Accident Prevention.** Prevention of workplace accidents is of paramount concern to both the Employer and the Union. Should a disabling work injury occur to a unit employee:

- A. Prompt ambulance service and first aid will be provided on all shifts;
- B. The Union will be notified;
- C. Upon request of the Union Business Representative, the Employer, to the extent provided by law, will provide a copy of the accident report to the Union.
- D. Injured employees will be informed of their rights under the Federal Employees Compensation Act. Employees are responsible for timely

reporting of occupational injuries in order to protect their benefits under the Act.

2203. **Protective Clothing and Safety Equipment.**

- A. The Employer will provide appropriate protective clothing and safety equipment to unit employees commensurate with their assigned duties.
- B. The Employer agrees to have available the following equipment for traffic control purposes: safety vests, and flashlights with wands.

2204. **Medical Surveillance Programs.** As determined necessary by the Employer, unit employees will be required to participate in medical surveillance programs appropriate for their occupations and working environment.

2206. **Hazardous Work.** The Employer, when assigning employees to hazardous work, will assign two employees when deemed appropriate by the Employer.

ARTICLE 23 Civic Responsibilities

2301 **Court Leave.** The parties encourage employees to fulfill their civic responsibilities involving jury duty and other related court appearances. Court leave will be approved for unit employees in accordance with applicable laws and regulations. Employees called for such service are to promptly notify their supervisor and provide a true copy of the summons in order that arrangements may be made for their absence.

2302. **Voting.** The parties encourage employees to fulfill their civic responsibilities to vote in federal, state, and local elections. Employees who are otherwise unable to vote in such elections, may be granted a reasonable amount of official time for voting in accordance with applicable laws and regulations.

2303. **Charity Drives.** The parties encourage employees to participate in the annual Combined Federal Campaign (CFC). The parties recognize that such participation is entirely voluntary and will not exert undue pressure or take reprisal on employees during or after the campaign.

2304. **Commuting Options.** To minimize traffic congestion in the local communities and on base, to reduce parking requirements, and to improve air quality through reduced exhaust emissions, the parties encourage employees to utilize mass transit systems car/van pools and AWS where practical, when commuting to and from work.

ARTICLE 24

Committee Assignments

2401. **Appointments.** The Employer agrees to consider nominees submitted by the Union for appointment to any current board or committee not covered in this Agreement, or to any such board/committees established in the future as applicable, if its function directly affects the working conditions of unit Employees

ARTICLE 25

Performance and Productivity

2501. **Performance Appraisals.** Performance appraisals will be conducted in accordance with AR 690-400 and applicable Madigan policies or regulations. In the event the position description is found to be inaccurate, Management and the employee will endeavor to correct discrepancies in a timely manner.
2502. **Employee Signatures.** A unit employee's signature on the Performance Appraisal signifies only that a discussion of the appraisal has taken place and does not constitute an employee's agreement with either the critical elements established, or the rating received.
2503. **Copies.** A copy of the performance appraisal or support form will be provided to the employee at the end of the appraisal period, and at the midterm, if requested.
2504. **Performance Improvement Plan .** If a nonprobationary unit employee's performance is judged to be unsuccessful, the employee will be provided a formal Performance Improvement Plan and a reasonable amount of time to demonstrate acceptable performance.
2505. **Performance/Productivity Improvement.**
- A. The parties are committed to continuous performance and productivity enhancement initiatives designed to improve Army's competitive position and service to its customers. Employees are encouraged by both parties to become active partners in such initiatives by proactive participation in the Army Suggestion Program, and, when assigned as members of study groups/teams. The Employer is aware of its labor management relations obligations before implementing any such initiatives impacting the working conditions of unit employees.

- B. The Union will participate with Management in the development of programs aimed at improving productivity. Union officials will encourage employees of the unit to participate in programs aimed at reducing costs and increasing productivity. Emphasis should be placed on specific programs that provide rewards for significant achievements through the Incentive Awards Program.

ARTICLE 26

Travel

- 2600. **Travel.** Employees may be required and are expected to perform temporary additional duty travel. Such travel shall be conducted in accordance with applicable DoD, DA, and Joint Travel Regulations.
- 2601. **Travel Expenses.** Employees will be reimbursed for expenses incurred while traveling in accordance with applicable regulations, subject to the following:
 - A. Employees on official travel shall exercise the same care in incurring expenses that a prudent person would exercise while traveling at his/her own expense.
 - B. Government transportation will be utilized when it is determined to be advantageous to the Employer, except that travel in military-configured aircraft will be avoided unless no other feasible alternatives are available.
 - C. Reimbursement for use of an employee's POV on travel, when authorized by the Employer, will be made in accordance with applicable regulations.
 - D. Employees shall receive the maximum authorized per diem and travel allowances as provided by applicable laws and regulations.
- 2602. **Government Travel Charge Cards.** Unless exempted by the Travel and Transportation Reform Act of 1998, unit employees are required to utilize their, Government Travel Charge Cards to pay for all reimbursable expenses (i.e., meals, lodging, incidental expenses, rental cars, etc.) arising from official non-local travel in accordance with applicable laws and regulations.

ARTICLE 27

Equal Employment Opportunity

2701. **Policy.** It is the policy of the Employer to afford equal employment opportunity to all unit employees. Discrimination against any unit employee because of race color, religion, sex, national origin or age is prohibited.
2702. **Reprisal.** The parties agree that neither Employer nor Union officials shall interfere with, restrain, coerce, intimidate, or take reprisal against any unit employee for appearing, testifying, or furnishing evidence in connection with an EEO complaint.

ARTICLE 28

Authorization for Deduction of Union Dues

2801. **Policy.** The Employer will process payroll deductions for union dues withholding for any unit employee who authorizes such withholding in accordance with the provisions set forth herein.
2802. **Conditions.** Union dues shall be withheld each pay period for unit employees when the following conditions have been met:
- A. The employee is a member in good standing of the Union, or has signed up for membership in the Union subject to the payment of the first month's dues through payroll allotment as provided herein.
 - B. The employee's earnings are regularly sufficient to cover the amount of the allotment.
 - C. The employee has voluntarily authorized such a deduction on Standard Form 1187.
 - D. The Union through its authorized official has completed and signed Section A of such form on behalf of the Union.
 - E. Such completed form has been turned over to the Employer by the Union.
2803. **Union Responsibilities.** The Union is responsible for purchasing the standard allotment form prescribed by the Comptroller General, distributing it to its members, certifying as to the amount of the dues, delivering completed forms to the Employer, educating its members on the programs for allotments for payment of dues, its voluntary nature, the uses and availability of the required form, and

the procedure to be followed by an employee who desires to terminate the allotment.

2804. **Effective Date.** Deduction of dues shall begin with the first pay period which occurs after receipt of the Standard Form 1187 by the Employer, provided it is received no later than Monday preceding the beginning of the biweekly pay period to which the allotment deduction is to be applied.
2805. **Amount.** The amount of the union dues to be deducted each biweekly pay period shall remain as originally certified on such allotment forms until a change in the amount of such dues is certified to by the authorized Union official, and such certification is transmitted to the Employer by the Union. Such change shall begin with the first pay period after receipt of the notice of change by the Employer unless a later date is specified by the Union, provided that the notification timing of Section 2804 above has been met. Such changes shall not be made more frequently than once each 12 months.
2806. **Termination.** An employee's voluntary allotment for payment for union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:
- A. Loss of exclusive recognition by the Union.
 - B. Separation of the employee from the bargaining unit.
 - C. Receipt by the Employer of notice from the Union that the employee has been expelled or has ceased to be a member in good standing. Such notice shall be promptly forwarded by the Union to the Employer and must be received within the time frame established in Section 2804 above.
2807. **Termination by the Employee.** An allotment for the deduction of an employees' union dues may also be terminated by the employee through submission to the Employer of a Standard Form 1188. A copy of the SF 1188 will be promptly forwarded by the Employer to the Union. A termination of allotment under this Section shall be effective with the first full anniversary of the effective date when the employee's last dues deduction allotment began, provided the revocation is received by the Employer within the time frame established in Section 2804 above. Employees may obtain a Standard Form 1188 from their servicing CPAC.
2808. **Reports.** Management shall transmit to the Union Secretary-Treasurer promptly, after each regularly scheduled payday, all of the following:
- A. Lists in duplicate of employees on voluntary dues allotments, including the amount of the withholding for each employee, as well as the total number of allotment deductions and the total monetary amount withheld.

- B. An Electronic Fund Transfer to the Union for the total amount withheld.

ARTICLE 29

Duration and Changes

2901. **Duration.** This agreement shall remain in full force and effect for 3 years from the date of its approval by the Department of Defense. This Agreement shall be extended from year to year thereafter for up to three years, unless either party notifies the other party in writing no more than 105 days nor less than 60 days prior to the termination of the initial three-year period, or the anniversary date each year thereafter, of that party's desire to terminate or renegotiate this Agreement. In the event neither party provides notice to terminate or renegotiate this Agreement by the conclusion of the third annual extension, the parties agree to commence negotiations, including ground rules, of a new Agreement, within 60 calendar days prior to the expiration of the third annual extension.
2902. **Changes.** This agreement, except for its duration period specified in Section 2901, is subject to opening only as follows:
- A. Amendment(s) may be required because of changes made in applicable laws, Government-wide regulations, or Executive Orders after the effective date of this agreement. In such event, the parties will meet for the purpose of negotiating new language that will meet the requirements of such laws or Executive Orders. Such amendments will be duly executed by the parties and become effective on the date or dates agreed to as being appropriate under the circumstances.
 - B. It shall be opened for amendments by the mutual consent of both parties at any time after it has been in force and effect for at least 6 months. Requests for such amendments by either party must be written and include a summary of the amendment(s) proposed. The parties shall meet within 14 calendar days after receipt of such notice to discuss the matter(s) involved in such requests. If the parties agree that opening is warranted on such matters, they shall proceed to negotiate. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendments as agreed to will be duly executed in writing by the parties.
 - C. It may be opened for amendment upon written request of either party made within 30 calendar days after receipt of any order, instruction, or regulation of the Office of Personnel Management, Department of Defense, or Department of Army or other Government-wide regulations which if implemented, would alter one or more provisions of this agreement. Requests for such amendments must include a summary of the amendments proposed and make

reference to the appropriate order, regulation, or instruction upon which each such amendment requested is based. The parties shall meet within 14 calendar days after receipt of such request to open negotiations on such matters. No changes will be considered except those bearing directly on and falling within the scope of the order, regulation or instruction. Such amendments will be duly executed in writing by the parties.

2903. **Amendments.** Amendments to this agreement may only be made by the written mutual agreement of the parties. The non-enforcement of any provision of this agreement by either party shall not constitute precedent in the future enforcement of all the terms and conditions herein.

ARTICLE 30

Special Provisions for Madigan Security Guards

3001. **Use of Gym Facilities.** Guards may use the base gym, pool, and exercise equipment without charge.
3002. **Physical Examinations.** Guards require annual medical examinations to determine if they are medically fit for the job to which they are assigned. The Employer and employee will coordinate to schedule appointments for annual physical examinations. The Employer will pay for medical examinations in accordance with applicable regulations.
3003. **Physical Readiness Testing.** Physical readiness testing will be done in accordance with AR 190-56.
3004. **Uniforms.** Guards are required to have and wear a duty uniform of the department which provides distinctive identification to the security mission, consistent with applicable regulations. Uniform requirements are specified in AR 190-56. The Employer will pay a uniform allowance of \$800 per year per DODI 1400.25 Volume 591, dated 12 March 2009.
3005. **Equipment.**
1. Management will supply all the Law Enforcement type duty equipment, which consists of:
 - a. For Guards, issued on an individual hand receipt
 - i. Tactical vest, black nylon
 - ii. Double magazine pouch, black nylon
 - iii. Radio holder, black nylon
 - iv. Cuff case, black nylon
 - v. Silent key holder, black nylon
 - vi. Flat glove pouch, black nylon

- vii. Expandable baton holder, black nylon
 - viii. Level III retention holster, black nylon
 - ix. OC spray pouch, black nylon
 - x. Level IIIA body armor
 - xi. Duty jacket
 - xii. Rain coat
 - xiii. Training uniform, shirt and trousers
 - b. For Guards, issued equipment for each shift
 - i. Taser with holster
 - ii. Expandable baton
 - iii. Radio
 - iv. Pistol, 9mm, with ammunition
 - v. OC pepper foam
 - vi. Handcuffs
 - 2. Active Shooter Team (AST) will wear the tactical vest with equipment. All other assigned guard staff may elect to wear a black, 2" wide, nylon duty belt with the related equipment. Any employee electing to wear the nylon duty belt will be responsible for the purchase and maintenance of the belt and all related equipment. Required equipment for the 2" duty belt includes:
 - a. Double magazine pouch, black nylon
 - b. Radio holder, black nylon
 - c. Cuff case, black nylon
 - d. Silent key holder, black nylon
 - e. Flat glove pouch, black nylon
 - f. Expandable baton holder, black nylon
 - g. Level III retention holster, black nylon
 - h. OC spray pouch, black nylon
 - 3. The following items will be maintained in the security vehicle for use by Guards performing traffic control operations:
 - a. Reflective vest
 - b. Flashlight with traffic wand
3006. **Grooming Standards.** Grooming standards for Guards are specified in AR 190-56.

ARTICLE 31

Definition of Terms

3101. **Definition of "In Writing" and Variants.** The terms "written", "writing", or "in writing" throughout this document refer only to communications in which words, names, or numbers are typed, printed, or written on paper and manually signed or initialed; or electronic copies of those documents once executed.
3102. **Definition of "Seniority".** The term "seniority" throughout this document refers to date employees were hired into the Madigan Provost Marshal's Office.

ARTICLE 32

Smoking Policy

3201. **Tobacco Use Policy.** The use of any tobacco product, whether lit or smokeless, is prohibited in any government owned vehicle or any building, parking area, or property owned, leased, or otherwise subject to policies or procedures established by the Madigan Commander. This prohibition does not apply to smoking in privately owned vehicles on one of the areas described above.
3202. **State or Federal Law Tobacco Use.** In areas adjacent to buildings subject to this policy, but not on property otherwise covered by this policy, employees will not use tobacco products in areas where use is prohibited by state or Federal law.
3203. **Tobacco Cessation Program.** A tobacco cessation program shall be provided one time only at no cost for interested employees who use tobacco products, regardless of beneficiary status. These employees shall be allowed to attend classes on duty time, workload permitting, that are scheduled during their work time.
3204. **Tobacco Cessation Resources.** This does not limit benefits to which the employee may otherwise be entitled. Other tobacco cessation programs, resources, literature, and guidance, as appropriate, may be made available to all bargaining unit employees and the details of such programs will be provided to the Union.

Madigan Army Medical Center and the International Association of Machinists and Aerospace Workers, Local 282 (The Union) have executed this agreement on May 28, 2013 as attested to by the signatures below:

For the Union:

For the Employer:

████████████████████
Chief Negotiator
Business Representative/Organizer
International Association of Machinists
And Aerospace Workers, District
Lodge 160

████████████████████
Chief Negotiator
Provost Marshal
Madigan Army Medical Center

Approved by the Department of Defense on June 24, 2013.

Appendix A

GRIEVANCE FORM

Lodge 282

Madigan Army Medical Center Provost Marshal's Office

TYPE OF GRIEVANCE:

☐ EMPLOYEE-INITIATED GRIEVANCE ☐ UNION GRIEVANCE ☐ EMPLOYER-INITIATED GRIEVANCE

EMPLOYEE NAME: _____

WORK PHONE #: _____ HOME PHONE #: _____

WHAT HOURS DO YOU WORK?: _____ DAYS OFF: _____

WHAT IS YOUR JOB TITLE AND GRADE? _____

SUPERVISOR: _____ PHONE #: _____

DATE INCIDENT OCCURRED: _____

DATE YOU BECAME AWARE OF INCIDENT: _____

WRITE A **BRIEF** STATEMENT AS TO WHAT OCCURRED:

WHAT ARTICLE AND SECTION APPLY: _____

WHAT ADJUSTMENT/REMEDY IS REQUESTED:

NAME OF UNION STEWARD TO BE CONTACTED: _____

UNION STEWARD'S PHONE #/EMAIL: _____

EMPLOYEE'S SIGNATURE: _____

UNION STEWARD'S SIGNATURE: _____

Date Rec'd by Mgmt: _____ Mgmt Official Name & Initials: _____

Appendix B



**AUTHORIZATION TO REPRESENT
IAM District Lodge 160
Local 282
Madigan Army Medical Center Provost Marshal Office**

I, _____, authorize IAM Local 282 to officially act as my
(print name legibly)
representative.

(Signature)

(Date)