

MADIGAN ARMY MEDICAL CENTER  
AND  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1502

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## **PREAMBLE**

PURSUANT TO CHAPTER 71, TITLE 5 USC, THE FOLLOWING ARTICLES CONSTITUTE AN AGREEMENT BY AND BETWEEN MADIGAN ARMY MEDICAL CENTER (MADIGAN), HEREINAFTER REFERRED TO AS "MANAGEMENT" AND AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFGE), LOCAL 1502, HEREINAFTER REFERRED TO AS THE "UNION."

## **ARTICLE 1**

### **RECOGNITION AND UNIT DETERMINATION**

SECTION 1. Management recognizes that the Union is the exclusive representative of all employees in the unit (as defined in Section 2, below). The Union recognizes its responsibility of representing the interests of all bargaining unit members in matters affecting general working conditions.

SECTION 2. This agreement is applicable to all professional and non-professional employees of Madigan within the state of Washington, with the exclusion of: employees of the Facilities Management Division; Management officials; supervisors; guards; employees of the U.S. Army Dental Activity, Fort Lewis; and employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7).

## **ARTICLE 2**

### **PURPOSE**

Management and the Union representing the bargaining unit employees of Madigan desire to enter into a Labor-Management agreement which will have for its purpose, among others, the following: (1) to promote fair and reasonable working conditions; (2) to promote modern and progressive work practices for improved employee performance and efficiency; (3) to promote high morale and responsibility; (4) to provide a means to promptly adjust differences arising between Labor and Management related to matters covered by this Labor-Management agreement; (5) to work together to promote effective communication and cooperation between Management and its employees; and (6) to provide a safe and healthful work environment.

## **ARTICLE 3**

### **MATTERS APPROPRIATE FOR DISCUSSION AND NEGOTIATION**

SECTION 1. It is agreed and understood that matters appropriate for discussion and negotiation between the parties are policies, programs, and procedures related to conditions of employment which are within the discretion of Management.

SECTION 2. The Union representative and Management may meet for the purpose of consulting on matters of mutual benefit to the employees and Management.

SECTION 3. When required by law, Management will notify the Union of any proposed change in conditions of employment. “Conditions of employment” means personnel policies, practices, and matters whether established by rule, regulation, or otherwise, affecting working conditions. This may include but is not limited to relocation, change in main duties, change of established lunch/break times, change to office/workspace configurations, and change to shift start and end times. This does not include policies, practices, and matters relating to political activities prohibited under Title 5 USC, Chapter 73 subchapter III; relating to the classification of any position; or to the extent such matters are specifically provided for by Federal statute.

SECTION 4.

A. Upon receipt of the notification of a proposed change in conditions of employment, the Union shall have 15 calendar days to request bargaining over: the change when required, or over procedures which Management officials will observe in the exercise of their authority under 5 USC 7106, or appropriate arrangements for employees adversely affected by the exercise of their authority under 5 USC 7106.

B. The parties will meet to commence negotiations on the proposed change within seven (7) calendar days of Management’s receipt of the Union’s request to bargain. The Union will provide management with their written proposals relating to the proposed change within seven (7) calendar days of the meeting.

C. If, during negotiations on Management’s proposed change, the parties reach that point in negotiations at which the parties are unable to reach agreement, Management will give written notice to the Union that it considers bargaining at an impasse and that it intends to implement the proposed change. The Union will then have 15 calendar days to request assistance from the Federal Mediation and Conciliation Service (FMCS) or the Federal Service Impasse Panel (FSIP) with notification to Management. If the Union fails to request assistance in accordance with the published regulations of the FMCS or the FSIP, within 15 calendar days from receipt of Management’s written notice of impasse, the agency is free to implement the change.

**ARTICLE 4**

**MANAGEMENT RIGHTS AND GUIDELINES**

SECTION 1. In the administration of all matters covered by the agreement, the parties and employees are governed by existing and future laws and the regulations of appropriate authorities; by published Department of Defense (DOD) and the Department of the Army (DA) policies and regulations in existence at the time the agreement was approved; and by all subsequent published DOD and DA policies, regulations, and laws of the appropriate authorities.

SECTION 2. The provisions of this contract will apply except when in conflict with present or future applicable statutes, DOD regulations, DA regulations, or government-wide regulations issued by an appropriate authority. When a future statute, DOD or DA or government regulation is issued that is in conflict with the provisions of this contract, Management will notify the Union of the change. This notification will be provided to the Union within seven (7) calendar days of Management's receipt of the change. After notification, the Union shall have 15 calendar days to request bargaining on the impact and implementation (I&I) of the change as referenced in Article 3, Matters Appropriate for Discussion and Negotiation, Section 4.

SECTION 3.

A. Subject to subsection (B) of this section, nothing in this chapter shall affect the authority of any management official of any agency:

(1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

(2) in accordance with applicable laws;

a. to 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;

b. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

c. with respect to filling positions, to make selections for appointments from –

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source; and

d. to take whatever actions may be necessary to carry out the agency mission during emergencies.

B. Nothing in this section shall preclude any agency and any labor organization from negotiating:

(1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

SECTION 4. Sensing sessions may be conducted, but will not be utilized for counseling of employees.

## **ARTICLE 5**

### **RIGHTS OF THE EMPLOYEES**

SECTION 1. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. This includes the right: to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, Congress, or other appropriate authorities.

#### SECTION 2.

A. The terms of this agreement do not preclude any employee from bringing issues of concern to the attention of appropriate officials of the agency in accordance with applicable laws and regulations.

B. If the employee wishes to discuss a problem or potential grievance with a Union representative, the employee shall have the right to contact and meet with the Union representative on duty time. Prior coordination for the use of this time must be obtained from the employee's supervisor. The employee will be released from duties to contact and meet with the Union representative when he/she requests to exercise this right, unless there is an operational exigency. If there is a mission demand that precludes the release of the employee to seek Union assistance, the supervisor will designate a time to release the employee that is within five (5) calendar days of the request.

C. Management will publish or provide instructions on how to access employee rating chain. Union Stewards may contact the Department Chief for clarification of an employee rating chain.

SECTION 3. When any employee is served with a subpoena, summons, complaint, or other legal process, it will be done to the extent practicable, with a minimum of embarrassment to the employee being served.

SECTION 4. Employees have the right to refuse to sign any document or paper, unless performing officially assigned duties. Failure to sign will not be cause for disciplinary action nor negate the responsibility to comply with a document's content. Except for performing officially assigned duties, signing signifies acknowledgment of receipt, not agreement.

## ARTICLE 6

### UNION RIGHTS AND OBLIGATIONS

#### SECTION 1.

A. AFGE Local 1502 is the exclusive representative of the employees in the bargaining unit and is entitled to act for, and negotiate collective bargaining agreements covering all employees in the bargaining unit. AFGE Local 1502 shall be given the opportunity to be present at any formal discussion between one or more representatives of the agency and one or more employees in the bargaining unit concerning any grievance or any personnel policy or practice or other general condition of employment.

B. As the exclusive representative of the employees in the bargaining unit, AFGE Local 1502 shall be given the opportunity to be present at any examination of an employee in the unit by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee; and the employee requests representation. Management is encouraged to advise the employee of the rights set forth in this paragraph.

C. The Union representative may have an active role in an investigatory meeting but may not answer for the employee. The representative may:

- (1) confer privately with the employee prior to answering questions;
- (2) ask for clarification of questions prior to the employee responding; or
- (3) suggest names of other employees who may have knowledge of the facts.

SECTION 2. An adequate number of stewards shall be designated by the Chief Steward of the Union so that each employee in the unit will have reasonable access to a steward. The Union shall notify the Director of Joint Base Lewis-McChord Civilian Personnel Advisory Center (CPAC) in writing or by email, of the appointment of each steward. Management will not recognize stewards until official notification is received. The Union is encouraged to maintain on a current basis, a complete list of all elected officers and all authorized Union stewards on the AFGE Local 1502 SharePoint website. The list identifying stewards will state the name of each steward, telephone number, and organizational area of assignment(s). Stewards will be responsible for representing employees in their assigned organizational area; however, the Chief Steward has the responsibility to assign cases to the steward of his/her choice.

SECTION 3. Stewards may receive complaints and grievances of employees on government time and property.

#### SECTION 4.

A. Management and the Union agree to the following conditions affecting official time for Executive Board members of the Union:

(1) If neither the Union President nor the Union Vice President are credentialed healthcare providers, the President is authorized 100% official time and Vice President is authorized official time equivalent to 0.5 Full Time Equivalent Employee (FTEE).

(2) If the President is a credentialed healthcare provider and the Vice President is not, then the President is authorized official time equivalent to 0.5 FTEE and the Vice President is authorized 100% official time.

(3) If both the President and the Vice President are credentialed healthcare providers, then the President, Vice President and one additional Executive Board member, to be identified by the President, are authorized official time equivalent to 0.5 FTEE each, totaling 1.5 FTEE.

(4) The Executive Board members holding the full and part time positions are not eligible for telework.

(5) The Executive Board member holding the full time position will work eight (8) hours a day, five (5) days a week during hours that do not entitle the employee to premium pay. The member shall not be eligible for overtime or TDY.

(6) The supervisor of the Executive Board member holding the full time position shall retain the responsibility for all aspects of Civilian Personnel Management for that employee.

(7) Unless the Union Treasurer holds a position defined in paragraph 3 of this section, the Union Treasurer shall receive three (3) working days of official time per annum to meet the legal reporting responsibilities of the Department of Labor and the Internal Revenue Service.

(8) Reasonable effort will be made to limit steward representational time away from the main facility.

B. With the exception of the Executive Board member on 100 % official time, any Union representative whose representational duties will take them away from the workplace, will advise his/her supervisor of their destination and estimated time of return. The Union representative will inform the supervisor or the designee of his/her return and will also submit a completed HJB Form 1121 (See Appendix A ) as soon as possible but no later than the end of the pay period. Management will ensure all official time will be accounted for and coded as official time on the Union representative's time card in the pay period used.

C. Where an Executive Board member on 0.5 FTEE official time has exhausted the allotted 50% official time, and requires additional official time for representational duties, the member may request, and Management may grant, additional official time.

## SECTION 5.

A. Designated representatives of AFGE who are not current Federal employees will be admitted to the activity to conduct official representational duties (i.e., meeting with an employee or Management over grievance, etc.) during duty time. The representative must schedule an appointment with the Management official with whom they are meeting prior to the visit. The representative is solely responsible for following standard procedures to gain access and permission to enter onto the installation.

B. District and national representatives of the Union shall be authorized to visit the activity to carry out the functions that come within the scope of their responsibility. The Union will request consultations and visits with Management at least 14 calendar days in advance and during regular duty hours. The Union agrees that no internal union business will be conducted with employee representatives or employees during duty time. The representative is solely responsible for following standard procedures to gain access and permission to enter onto the installation.

SECTION 6. Union representatives and aggrieved employees shall be permitted reasonable time while preparing for grievances, appeals and hearings. An employee who is required to attend a grievance meeting or arbitration hearing, either as a party or a witness, may have their tour of duty adjusted to place them in a duty status and be paid accordingly.

SECTION 7. Management agrees that in the event it plans to temporary promote, transfer or detail in excess of seven (7) calendar days a steward, Chief Steward, officer, or representative from one work shift and/or shop to another, Management will inform the Union prior to taking such action.

SECTION 9. Management agrees that there will be no restraint, interference, coercion, or discrimination against a Union official or other Union representative because of his/her performance of Union representational duties.

SECTION 10. The Union will have the right to conduct informational picketing, provided necessary permits are obtained. Participating employees will be on annual leave or leave without pay, or on off-duty time. Informational picketing will not be conducted on Government property.

SECTION 11. Management will provide the Union, within a reasonable time and to the extent not prohibited by law, data that Management normally maintains in the regular course of business that is reasonably available and necessary for a full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining. Information that constitutes guidance, advice, counsel, or training provided for management officials or supervisors in relation to collective bargaining is not subject to release under this section. The Union will request the information in writing or by email sent to the Director of CPAC. The Union's request for information will specifically identify what information the Union is requesting and the time for which the information pertains. This will include a statement of the uses to which the Union will put the information and the connection between those uses and the

Union's representational responsibilities under the Statute. Management should normally provide the requested information within 14 calendar days of receipt of the request. If there is a delay in obtaining the information, Management will inform the Union of the expected date the information shall become available. If Management denies the request for information, it must give specific reasons for the denial. Union representatives will maintain the confidentiality of personal data made available to them under this provision. When a request for information is made time limits will be suspended until a receipt of reply.

SECTION 12. If the Union feels that Management has penalized or reprised against an employee for exercising his/her rights, the Union may file an Unfair Labor Practice (ULP) with the Federal Labor Relations Authority (FLRA).

## **ARTICLE 7**

### **MANAGEMENT-UNION COOPERATION**

SECTION 1. Management will supply the Union, once a year, the names of bargaining unit employees in alphabetical order with work locations. A monthly gains and loss report will be provided by Madigan's Civilian Human Resources Division (CHRD) to the Union as they become available.

#### SECTION 2.

A. Management and the Union have established and actively support a Partnership Committee. The purpose of the Committee is to develop and nurture an atmosphere of mutual trust and respect and to enhance mission accomplishment in a quality work environment. The Committee will inform the Commander and bargaining unit members on matters involving conditions of employment. The Committee will meet monthly at a mutually agreed upon and convenient location. Meetings will be on duty time. Members will be determined by the Committee. Committee members will be expected to attend all scheduled meetings.

B. The Union President and a designated Management official will co-chair the committee and will rotate chairing the committee meetings. The co-chairs will submit a joint agenda prior to the meeting and review the minutes following the meeting. If there are disagreements over the content, either co-chair may file an exception which will be attached and become a part of the minutes.

SECTION 3. Management agrees not to communicate directly with bargaining unit employees through general or organizational surveys regarding conditions of employment without prior notification to the Union and bargaining where appropriate. This includes all written surveys from all other agencies.

SECTION 4. The Union will be allowed to set up in the common area across from the dining facility entrance for distribution of Union literature. For scheduling purposes, the Union must

contact the Strategic Communication Office to schedule the space. Other space may be requested by the Union and approved at the discretion of Management on a case by case basis.

SECTION 5. When a meeting required under this contract requires the presence of more than one employee (to include a Union representative on official time), whose availability must be determined by more than one supervisor, the concerned supervisors will, when required, consult to assist in the facilitation of the meeting.

SECTION 6. Employees will be reminded annually of their 5 USC 7114 (2)(B) rights (commonly referred to as “Weingarten Rights”) during their Mandatory Annual Training (MAT) as determined by Management. The Union agrees to post “Weingarten Rights” on their designated bulletin boards.

## **ARTICLE 8**

### **HOURS OF WORK**

#### SECTION 1.

A. Full-time employees working a regular schedule will have a basic workweek consisting of eight (8) hours per day, five (5) days per week. Work in excess of 40 hours per week will be compensated in accordance with applicable regulations.

B. For employees working a Compressed Work Schedule (CWS – also known as Alternate Work Schedule or AWS) work in excess of their scheduled daily tour of duty or in excess of 80 hours per pay period will be compensated in accordance with applicable regulations.

C. Entitlement to Telework will be determined in accordance with current Madigan Telework Regulation 690-6.

#### SECTION 2.

A. Management shall notify the Union of proposed changes to established tours of duty and hours and place of work prior to implementation of the changes. This notification will include the new hours of work, new days of the week, and place of work.

B. The Union may request I&I bargaining regarding the proposed changes in accordance with Article 3, Section 4. If the Union requests bargaining, Management will not implement the proposed change until they have satisfied their bargaining obligation as required by law.

C. Upon completion of the I&I bargaining, Management will normally notify the employee of the change 14 calendar days prior to the starting date of the change.

D. Changes to existing schedules may be required when operational necessity dictates (i.e., unplanned absences, additional mission requirements, staff shortages, etc.) or if it is determined

the organization would be seriously handicapped in carrying out its functions or that costs would be substantially increased if such changes were not made. Changes made for operational necessity should be made so as to affect the minimum number of employees. Supervisors or their designees will make a reasonable effort to personally notify affected employees of all scheduling changes made in employee's absence. If the employee cannot be personally notified, they are not accountable for changes made in their absence. This section is not intended to force Management to negotiate over de minimus changes.

### SECTION 3.

A. Employees will submit their shift preferences in priority order to their supervisor during the time frame for projected leave (15 October – 25 November). In work areas requiring 24-hour coverage, employees will specify their preference for days, evenings, or night shifts, or fixed days, evenings or night shifts. Their preference will be in effect for one year beginning with the first full pay period in the following calendar year. Employees arriving after this period may submit their shift preference but their seniority will not be considered for the purpose of the shift assignment until the next leave projection period.

B. Management will make an effort to assign employees to their shift preference when there are work assignments available to be performed for those qualified employees. When more employees desire to work a particular shift than there are shifts available, the employee with the earliest Service Computation Date for Leave (SCD-Leave) who is qualified to perform the work will be assigned their shift of preference. Assignment to a shift preference of fixed days, evenings or nights does not mean that an employee will never rotate to other shifts. When there is a necessity to move an employee to another shift to provide adequate coverage, volunteers will be solicited. In the absence of a qualified volunteer, a qualified employee with the most recent SCD-Leave date shall be considered first. This process does not create an established rotational system.

SECTION 4. Days off will be consecutive and scheduled on an impartial basis when permitted by coverage of the workload.

SECTION 5. Management will make a reasonable effort to schedule employees weekends off on an impartial basis.

SECTION 6. When there is a planned reduction in hospital services, such as training holidays, a liberal leave policy will be in effect for civilian employees. If an employee does not elect to take leave, consideration will be given first to allow employees to remain in their work area. Management may arrange for assignment to another area where work is available. When insufficient work is available for the number of employees scheduled to work by Management, and no work is available in another section, employees may not be required or coerced, either directly or indirectly, into using accrued annual leave or compensatory time.

## SECTION 7.

A. Full time employees shall be granted, on a non-paid basis, a meal period scheduled at or near the mid-point of the tour of duty, of at least one-half (1/2) hour or up to one (1) hour, upon the employee's request and with the supervisor's approval. Management may not direct where employees will eat during their non-paid meal period but may designate areas where food may not be consumed. In instances where the supervisor determines that the mission requires that they work through what would have been a non-paid lunch period, they will be compensated in accordance with applicable regulations.

B. Paid meal periods will not exceed 20 minutes and the employee may be required to stay in the immediate work area.

C. Fifteen minute paid break periods should be afforded to employees for every four (4) hours of work. Break periods normally should be taken at or near the mid-point between the start of the employee's workday and the employee's meal period and at the midpoint between the employee's meal period and the end of the tour of duty. Break periods will not be scheduled to start or end the tour of duty or to be a continuation for the meal period and are not cumulative. For a 12 hour AWS shift, a third break normally should be taken at or near the mid-point of the last four hour period of the shift.

SECTION 8. Employees scheduled for two (2) tours of duty within a "24 hour period" not on an overtime basis, will be allowed a ten (10) hour break between tours when practicable and permitted by coverage of the workload.

SECTION 9. When Management determines the nature of the work and environmental circumstances requires such time, Management will permit up to ten (10) minutes at the beginning of the shift and again at the end of the shift for changing clothes, clean up, and storage of tools and equipment.

SECTION 10. Employees shall submit to their supervisor a written request to exchange work assignments, days off, and/or shift hours with one another. Supervisory decisions on such requests shall take into account such factors as: staff qualifications, staffing requirements and employee rationale for the requested change. The supervisor will provide a written response to the employee(s) in the event that the exchange cannot be approved stating the reasoning behind the disapproval.

## **ARTICLE 9**

### **OVERTIME**

SECTION 1. Overtime must be requested and approved by Management in advance of being worked by an employee, excluding only bona fide emergency situations. Management reserves the right to request and assign overtime. Normally, an employee will be notified one (1) shift in advance of the shift he/she is required to work overtime. If this is impractical and overtime must

be assigned to the employee with less notice, the employee, upon request, will be given the specific reason overtime is required. The assignment of overtime will be based upon mission and workload requirements. Individual employees will not be required to work overtime against their expressed desires so long as full requirements can be met by other employees willing to work and who possess the needed qualifications. When overtime is to be performed on a holiday, two (2) days advance notice will be given to affected employees when possible.

## SECTION 2.

A. When practicable, a rotational system will be established whereby each and every employee within a section or organizational unit with appropriate skills will be given the opportunity to participate in overtime work assignments in an equitable manner, insofar as the requirements of an organization will permit. In certain specialized operations requiring specialized training, rotation of overtime assignments may not be possible due to the lack of qualified personnel. Suitable records of overtime worked and refused will be maintained by the supervisor or their designee to assure that each employee receives the same consideration. For record and rotational purposes, an offer of overtime that is declined will be considered equivalent to an offer to work overtime that is accepted and worked. In both cases, the employee's name will be placed at the bottom of the overtime roster. An overtime roster and record shall be maintained by the supervisor and can be reviewed by the Union. Management is encouraged to use DA Form 6, Duty Roster, as an overtime roster.

B. The success of an overtime roster system depends ultimately on voluntary employee cooperation. An employee's name on an overtime roster will not obligate the employee to restrict his/her activities. An employee may be required to report for duty if personally contacted and ordered to report by Management officials. The following procedures apply;

(1) An overtime list will be developed, initially based on employee seniority as determined by SCD-Leave with the most senior employee at the top. Employees arriving after the initiation of the roster will be inserted at the bottom of the list.

(2) When employees are needed for overtime, the overtime duty will be offered to the employee at the top of the list, if that employee has the skills required.

(3) Upon acceptance or refusal of the overtime duty, this employee will then rotate to the bottom of the list.

(4) The next employee then moves up to the top of the list, and the process is repeated.

(5) If all employees decline the overtime then the first available employee reached will work the overtime.

C. If an employee chooses to request compensatory time in lieu of overtime pay they will do so by submitting a written request to the supervisor. The employee will complete an OPM Form 71 – Request for Leave or Approved Absence. The employee will check the “Compensatory Time Off” box of item four (4) and will annotate the date, time, and total hours. The employee will

then put in box six (6) "Remarks" the following: "Compensatory time off requested in lieu of overtime pay." The supervisor will use the completed form to support the appropriate time card entries.

D. Management shall not use direct or indirect influence to coerce the employee into taking compensatory time in lieu of overtime pay where regulations require payment of overtime.

SECTION 3. Employees who work overtime shall be allowed a 15 minute paid break for each four (4) hours of overtime worked, subject to the limitations contained in Article 8, Section 7 C. Management is encouraged to give an additional 15 minute break at or near the beginning of the overtime period to employees retained beyond their tour of duty, provided their normal tour of duty exceeds nine (9) hours. Management agrees to the maximum extent possible to allow the employee a meal time, at the employee's own expense and on his/her own time. It is understood that a meal period is not to be considered as duty time in these situations.

SECTION 4. Employees either in on-the-job training locally or on details to other work centers may be considered for overtime in their sections depending on mission requirements.

SECTION 5.

A. Employees required to return to work outside of their basic workweek shall be paid a minimum of two (2) hours pay, regardless of whether the employee is required to work the entire two (2) hours.

B. Work-related telephone calls after duty hours will be compensated for as follows: the first telephone call shall result in 15 minutes of appropriate rate of pay. Subsequent calls within 15 minutes of the first call shall not result in additional pay. Each call that falls outside of 15 minutes of the first call will result in an additional 15 minutes of pay. The 15 minute increments will be posted to the time card and credited as compensatory time or paid at the appropriate rate of pay as elected by the employee and as applicable regulations permit. This does not apply to the testing or activation of the staff notification and recall plan as indicated in Section 7 of this Article.

SECTION 6. When an employee is required to work beyond the end of their tour of duty, the employee is to be paid overtime in accordance with applicable regulations. Eligible employees may elect to take compensatory time in lieu of overtime pay. Compensatory and/or overtime will be annotated on time cards for the period worked. The employee may either initial or otherwise verify their timecard prior to submission.

SECTION 7. A Madigan staff notification and recall plan (alert roster) has been established to efficiently respond to medical center emergencies. Employees are required to provide appropriate personal information that will allow them to be contacted. Any information provided will be "For Official Use Only."

SECTION 8. The impact and implementation of any call back or standby system, proposed or changed by Management shall be negotiated with the Union to the extent required by applicable law and regulation.

## **ARTICLE 10**

### **TITLE 38**

#### SECTION 1. APPLICABILITY

A. This article applies to all employees eligible for pay rates and systems, premium pay, classification, and hours of work provided for in Title 38 of the United States Code as made applicable to bargaining unit employees by the Delegation of Agreement between the Office of Personnel Management (OPM) and the Department of Defense by OPM Memorandum dated June 28, 2002. If the delegation of Title 38 pay authority to Madigan is rescinded at a future date, this Article will terminate on the effective date of the rescission.

B. The list of eligible occupations may be expanded or reduced as determined by higher headquarters. Those eligible occupations currently recognized include the following: Registered Nurse (all specialties), Dental Assistant (expanded function), Dental Hygienist, Dental Laboratory Technician, Physician's Assistant, Licensed Practical or Vocational Nurse, Occupational Therapist, Physical Therapist, Respiratory Therapist, Pharmacist, Pharmacy Technician, Psychologist, and Diagnostic and Therapeutic Radiology Technologists, Nuclear Medicine Technician, Medical Instrument Technician and Social Workers.

#### SECTION 2. ON-CALL PAY REQUIREMENTS AND GUIDELINES:

A. The Commander is the approving authority for designation of on-call work units. If the Commander approves a change in designated on-call units, the Union will be notified of their right to request I&I bargaining over the change.

B. The following work centers are designated as on-call work units. Supervisors within those centers are authorized to schedule covered personnel for on-call:

(1) Outcomes Management – Series 0610 Case Managers.

(2) Department of OB/GYN – Series 0610 Nurse Midwives.

(3) Department of Nursing – 2 South, 3 South, 4 North, 5 North, 6 North, 6 South, 7 North, PACU, ICU-East, ICU-West, SCU/PICU, NICU, Labor and Delivery, Nursing Administration, and Office of the Chief Nurse.

(4) Department of Medicine – Gastroenterology, Nephrology, Allergy, Cardiology, Dermatology, Gastroenterology, Internal Medicine, Pulmonary and Respiratory Therapy.

- (5) Department of Preventive Medicine – Health Promotions.
- (6) Department of Surgery – General Surgery, Limb Preservation, and Cardiothoracic Surgery Service.
- (7) Department of Anesthesia and Operative Services (DOAOS).
- (8) Department of Pharmacy.
- (9) Department of Psychology.
- (10) Department of Radiology.
- (11) Department of Emergency Medicine.
- (12) Department of Pediatrics.
- (13) Department of Nuclear Medicine.
- (14) Department of Social Work Services.

### SECTION 3. GENERAL PROVISIONS

- A. Intermittent employees are excluded from being assigned on-call responsibilities.
- B. An employee should not be scheduled to be on-call unless it is essential for such an employee to be immediately available to return to duty.
- C. An employee who is officially scheduled to be on-call outside of the regularly scheduled tour of duty or on a holiday designated by Federal Statute or Executive Order shall be paid at a rate equal to ten (10) percent of the employee's hourly overtime rate for each hour spent in an on-call duty status.
- D. To be eligible to receive on-call pay, an employee must be in an eligible occupation, be assigned to a work unit for which such pay is authorized, and must be officially scheduled to be on-call outside his or her regular duty hours or on a holiday.
- E. When an employee who is in an approved on-call duty status is required to return to work, on-call pay will be suspended upon arrival of the employee at the work area where the official duties are to be performed. The employee will then be paid the appropriate rate for the period the employee is performing his/her official duties, but not less than two (2) hours.
- F. The employee shall be released from duty as soon as Management determines that the event which created the call back situation has been resolved and the employee's services are no longer required, taking into consideration patient care and the needs of the mission. When released

from the requirement to perform official duties, the employee will return to his/her remaining scheduled on-call status and the corresponding “on-call” pay rate.

G. If an employee is incapacitated or otherwise unavailable to return to work during a scheduled on-call period, the employee must report his or her incapacitation or unavailability to their designated Management official. An employee unable to return to work during such a period is not entitled to on-call pay.

H. For overtime pay purposes under Chapter 8 of 29 USC, on-call pay is included in total remuneration, but hours in an on-call status are not considered hours of work.

I. Personnel in the covered categories who are classified as critical/essential (for severe weather or emergency situations) are not entitled to on-call call pay unless they have been placed in an on-call status.

#### SECTION 4. PROCEDURES FOR ON-CALL DUTY:

A. An employee officially scheduled or placed in an approved on-call duty status shall:

(1) provide a phone number or other means, acceptable to supervisory personnel, by which the employee can be reached immediately when and as needed, and;

(2) remain physically and mentally fit for duty while in an on-call duty status, and;

(3) report for duty when called back within 45 minutes or less, unless otherwise approved by the supervisor who officially scheduled or placed the employee in an on-call duty status, and;

(4) return to duty only when physically and mentally unimpaired and fully capable to perform the full range of official duties.

B. Where feasible, Management will attempt to solicit volunteers prior to assigning on-call duty. However, Management retains the right to assign on-call duty as necessary based on skill sets and mission needs. Where volunteers are solicited, the following process is recommended:

(1) An on-call list will be developed, initially based on employee seniority as determined by SCD-Leave with the most senior employee at the top. Employees arriving after the initiation of the roster will be inserted at the bottom of the list.

(2) When employees are needed for on-call, the on-call duty will be offered to the employee at the top of the list.

(3) Upon acceptance or refusal of the on-call duty, this employee will then rotate to the bottom of the list.

(4) The next employee then moves up to the top of the list, and the process is repeated.

C. On-call will be scheduled by pay period, and Management will make every attempt to post the on-call schedule at least two (2) weeks in advance. The on-call schedule will be maintained in a well publicized, designated location, such as the common events bulletin board located in each work area. Once published, employees are permitted to trade on-call days with a qualified substitute as long as the substitute is authorized to provide the same types of service as the employee they substitute for. However, whether an employee is/is not authorized to provide the same types of service is a matter solely determined by Management, and any proposed changes, substitutions, etc. made to the schedule after it is posted must be reported to and approved by the appropriate Management official prior to the time the change/substitution is made.

D. An employee may be excused from an on-call assignment in emergency situations only when approved by the appropriate Management official. The employee who requests to be excused in an emergency situation may be asked by management to provide documentation establishing (1) that a bona fide emergency existed and (2) that the circumstances of the emergency dictated the employee's absence from duty.

E. Unless required by operational necessity such as illness of an employee or additional mission requirements, Management will consider providing a 14 day notice to change or terminate an employees' on-call status.

F. Supervisors will accurately account for on-call hours for employees on call, and make every attempt to ensure that on-call is scheduled on a reasonable and equitable basis.

G. Employees working in an on-call status that fail to respond within the prescribed timeframes (unless granted an exception), may be subject to disciplinary action.

#### SECTION 5. OVERTIME REQUIREMENTS AND GUIDELINES:

A. Employees covered by this Article who perform work that is officially ordered and approved in excess of 40 hours in an administrative workweek, or in excess of eight (8) hours in a day, shall receive overtime pay at a rate of one and one-half (1.5) times their hourly rate of basic pay. Employees who work an alternate or compressed work schedule shall receive overtime pay for hours of officially ordered and approved work in excess of the employee's work schedule.

B. Overtime pay shall not be paid for any service while officially scheduled to be on-call outside the employee's regular tour of duty or on a holiday designated by Federal Statute or Executive Order, except for such time as the employee may be called back to work.

C. Compensatory time off in lieu of overtime pay shall not be permitted, except as voluntarily requested in writing by the employee in question. An employee may not be required to accept compensatory time off in lieu of payment for overtime work.

D. The amount of the compensatory time off will equal the amount of time spent in overtime work. An intermittent employee may not request and be granted compensatory time off in lieu of payment for overtime work.

E. Compensatory time off should be used as soon as possible after it is earned but not later than the end of the 26th pay period following the pay period in which it is earned.

F. If an employee chooses to request compensatory time in lieu of overtime pay they will do so by submitting a written request to the supervisor. The employee will complete an OPM Form 71 – Request for Leave or Approved Absence. The employee will check the “Compensatory Time Off” box of item four (4) and will annotate the date, time, and total hours. The employee will then put in box six (6) “Remarks” the following: “Compensatory time off requested in lieu of overtime.” The supervisor will use the completed form to support the appropriate time card entries.

## **SECTION 6. PREMIUM AND DIFFERENTIAL PAY**

A. **NIGHT DIFFERENTIAL:** Eligible employees are paid 10% of their hourly rate of basic pay for hours worked between 1800 and 0600. If less than four (4) hours of the tour of duty are worked between 1800 and 0600, only those hours are compensated with the 10% differential. If four (4) hours or more are scheduled and worked between 1800 and 0600, then the 10% differential is applied to the entire shift. This pay is in addition to other premium pay.

B. **WEEKEND DIFFERENTIAL:** Eligible occupations are paid 25% of basic pay for hours worked between 2400 Friday night and 2400 Sunday night. This pay is in addition to other premium pay and this rate is applied to the entire tour, to include overtime.

## **ARTICLE 11**

### **LEAVE**

Leave will be granted in accordance with Fort Lewis Regulation (FLR) 690-23 and other applicable regulations pertaining to special leave categories, such as 5 CFR 630, the Leave Transfer Program, the Family Medical Leave Act (FMLA), expanded sick leave, court leave, or similar programs. Management should consider the entire work force (military and civilian) when considering leave requests.

### **ANNUAL LEAVE**

#### **SECTION 1.**

A. Projected annual leave requests will be submitted by the employee on OPM Form 71 (Request for Leave or Approved Absence) during the period of 15 October through 25 November for the following calendar year. Management shall indicate approval or disapproval on the OPM Form 71 in writing no later than 15 December. When possible, Management and the employee will give at least a 14 calendar day notice of cancellation of approved leave.

B. Where a conflict exists between employees requesting the same vacation dates before the requested deadline and a mutual agreement cannot be obtained, the most senior employee in terms of SCD-Leave date will be granted the requested leave subject to mission requirements.

C. Other unscheduled annual leave requests submitted outside of the period indicated in paragraph A will be approved or disapproved based on earliest request date and mission requirements. Management is encouraged to promptly review the request and respond to the employee in a timely manner.

D. When an employee is transferred to Madigan from another activity or transferred from one work center to another every effort will be made to accommodate previously scheduled and approved leaves.

SECTION 2. Employees who will accrue leave during the calendar year that will put them into a “use or lose” status are strongly encouraged to project adequate leave in accordance with this Article to avoid forfeiting annual leave. Employees may carry over a maximum of 240 hours to the next calendar year. Supervisors are encouraged to assist employees in scheduling adequate leave during the year to avoid forfeiture. An agency may consider restoring annual leave that was forfeited due to an exigency of the mission or sickness of the employee ONLY if the annual leave was scheduled, in writing, before the start of the third biweekly pay period prior to the end of the leave year.

Leave Year	Last date for scheduling Use of Lose Annual Leave
2012	Dec 1, 2012
2013	Nov 30, 2013
2014	Nov 29, 2014
2015	Nov 28, 2015
2016	Nov 26, 2016

SECTION 3. Annual leave may be donated in accordance with approved leave donation programs.

### **SICK LEAVE**

SECTION 4. An employee may use accrued and accumulated sick leave whenever he or she is incapacitated by reasons of illness or injury, is receiving emergency medical, dental, or optical examination or treatment, or would jeopardize the health of others because of exposure to a contagious disease or for bereavement purposes.

A. For absences in excess of three (3) days, Management may require a medical certificate or other administratively acceptable evidence that adequately supports the employee’s need for the use of scheduled or unscheduled sick leave. Management should not normally require an excessive amount of documentation to demonstrate the need for sick leave. Management may consider an employee’s self-certification as to the reason for his or her absence as administratively acceptable evidence, regardless of the duration of the absence. An employee

must provide administratively acceptable evidence or medical certification within 15 days of Management's request. If the employee is unable to provide evidence, despite the employee's diligent, good faith efforts, he or she must provide it within a reasonable period of time, but no later than 30 calendar days after Management makes the request. If the employee fails to provide the required evidence within the specified time period, he or she is not entitled to sick leave.

B. When considering requiring documentation of sick leave for absences of three days or less, Management may consider the employee's sick leave record, taking into consideration factors such as hospitalization and documented absences. Where managers have concerns regarding potential sick leave abuse, they are encouraged to discuss their concerns with the employee as soon as possible.

C. When an employee is required to submit medical documentation for absences reported as sick, this requirement will be reviewed every six (6) months by the supervisor. If the employee has met the requirements for providing medical documentation for all sick leaves during this period, the employee will be informed that the requirement will no longer be in effect.

D. When employees return to work, supervisors may require them to process through the Occupational Health Clinic (OHC) where they have reason to believe they are unable to perform essential functions of their jobs or present a danger to themselves or to others by returning to work. Processing through this requirement shall be done in a duty status.

SECTION 5. Employees who, because of illness, are properly released from duty by direction of the Occupational Health Clinic (OHC) shall not be required to furnish medical documentation to substantiate sick leave for the day released from duty. The employee will notify their supervisor of their release from duty prior to leaving the hospital area. Upon the employee's return to duty, the employee will give the supervisor or their designee the DA Form 689, Individual Sick Slip, signed by OHC. Subsequent days of absence shall be subject to the provisions of Section 4, above.

SECTION 6. Up to 240 hours advanced sick leave may be granted subject to the following conditions:

(1) the OPM Form 71 is supported by medical documentation from a Health Care Provider (HCP) stating the nature of the medical condition and probable duration;

(2) the circumstances are such that repayment of the advanced leave can reasonably be expected and

(3) the HCP believes the employee will be able to return to full duty performance.

SECTION 7. Management will make an effort to provide light duty for employees recuperating from an accident or illness, when such duty is consistent with the employee's medical restrictions, is actually available, is prescribed by a HCP and the employee can be expected to return to full performance within a reasonable length of time. This will be limited to a job the

employee is capable of performing and in which the employee's services will be beneficial, as determined by Management. Management is under no obligation to make work for an employee. The Union will not act on Management's behalf in notifying the employee of the light duty employment opportunity.

SECTION 8. Employees have the option of taking annual leave, compensatory time earned, or Time Off Award rather than sick leave when attending medical appointments subject to Management approval.

SECTION 9. Where appropriate, Management may contact the HCP to verify the authenticity of the medical documentation presented.

### **UNSCHEDULED LEAVE REQUESTING PROCEDURES**

#### SECTION 10.

A. The employee will make every effort to request sick leave, compensatory time or annual leave as early as possible but at least one (1) hour prior to the beginning of their shift. In situations which prevent the employee from reporting prior to the beginning of the shift, such notification will be made as soon as possible with an explanation of the reason for the late notification.

B. A supervisor may designate a primary number or they may designate a primary and an alternate number for use in requesting unscheduled leave. All designated numbers must be facility provided phone numbers.

(1) PRIMARY NUMBER ONLY. The employee will call the primary phone number designated by the supervisor when requesting unscheduled leave. When the primary phone is answered, the employee will leave their name, the type of leave requested, the expected length of absence and a contact telephone number for the employee. If the primary number is not answered the employee will leave the above information as a voice mail message on the primary number.

(2) PRIMARY AND ALTERNATE NUMBER. When the primary phone is answered, the employee will leave their name, the type of leave requested, the expected length of absence and a contact telephone number for the employee. If the primary phone is not answered, the employee shall not leave a voice mail message but shall call the alternate phone number designated by the supervisor. When calling the alternate number, the employee will leave their name, the type of leave requested, the expected length of absence and a contact telephone number for the employee with the person answering the alternate number or as a voice mail message on the alternate number phone. Leave may not be approved by virtue of an employee merely calling in and leaving this information. A request for leave based on a call from a relative or friend may not be approved absent verifiable incapacitation of the employee.

## **LEAVE WITHOUT PAY**

Employees are encouraged to contact the CPAC for information regarding the impact of leave without pay (LWOP) on their pay and benefits.

### SECTION 11.

A. LWOP may be granted to not more than one (1) of the members of the Union to serve with AFGE National or District office for up to one (1) year. An extension may be granted for the second year upon request. Employees returning from approved leave without pay, under this provision, will be granted such rights, privileges, and seniority to which they may be entitled at the time in accordance with applicable statutes and regulations.

B. As provided for in existing regulations, extended LWOP may be granted to an employee to complete training or education which is of mutual benefit to the employee and Management.

## **EXCUSED ABSENCE**

SECTION 12. Management agrees to grant an aggregate of up to 600 hours of excused absence per year, as measured from the effective date of the contract, for use by bargaining unit representatives to participate in Union-sponsored training when Management finds the subject matter of the training is of mutual benefit. The Union may roll over up to 100 un-used hours each year for a total of no more than 700 hours in any one year. Travel time to and/or from approved training that occurs during the normal duty day (0800-1630, Mon-Fri) shall be designated official time and will be counted towards the total aggregate hours of allowable excused absences in accordance with this section. When requesting leave under this section, the Union will present a detailed agenda 30 calendar days in advance or as soon as possible.

SECTION 13. Employees are encouraged to serve as blood donors at Madigan and will be excused from the workplace, workload permitting, without charge to leave for the time necessary to donate the blood, for recuperation following blood donation, and for necessary travel to and from the donation site. The maximum excused time will not exceed four (4) hours, except in unusual cases. When the employee must travel a long distance, or when unusual need for recuperation occurs, up to an additional four (4) hours may be authorized.

SECTION 14. Up to three (3) hours of excused absence may be granted an employee to vote or register in any election or in referendums on civic matters in an employee's community, if voting by mail is not available and one of the following conditions exists:

A. The polls are not open at least three hours before or after an employee's regular hours of work.

B. The voting place is beyond normal commuting distance and vote by absentee ballot is not permitted.

C. Registration is required in person and cannot be accomplished on a non-work day.

SECTION 15. Based upon workload considerations and with prior approval from the supervisor, employees may be granted reasonable amounts of excused absence to utilize the services of the Madigan CHRD and/or the CPAC. It is suggested to call in advance to make an appointment.

## **ARTICLE 12**

### **HEALTH AND SAFETY**

SECTION 1. Management will strive to provide and sustain safe and healthful working conditions for employees. The Union will cooperate to that end and will encourage all employees to observe safe work practices and safety precautions in performing their duties and to promptly report hazards (conditions considered to be unsafe and unhealthful) to their supervisors, and if unresolved, to the Safety Officer.

SECTION 2. The maintenance of a sound health and safety program is the mutual concern of Management and the Union. Management will review and consider suggestions from the employees and the Union on ways and means of improving safety and health conditions. Management shall provide appropriate health and safety training for employees; including specialized job health and safety training, appropriate to the work performed by the employee.

SECTION 3. The Union will be afforded the opportunity of nominating a Union representative to the Madigan Safety Council. When the Union has specific safety concerns in a particular organization, a representative from the area of concern will be permitted, subject to workload requirements, to attend a Madigan Safety Council meeting with the Union Safety Representative to present information about the specific health and safety issues. Such attendance is predicated upon the issue being submitted in writing to the Madigan Safety Council or the Madigan Safety Manager prior to the publication of the agenda. The representative should come to the meeting prepared to provide sufficient specific details to clearly identify the safety problem.

#### SECTION 4.

A. Management will provide, whenever possible, the services and resources of Madigan for the purpose of rendering emergency medical treatment during duty hours in accordance with existing procedures.

B. Under the Occupational Health Program (OHP), all requests for information from employee's personal health care provider shall be initiated through OHC with the employee's knowledge and consent.

SECTION 5. Protective clothing and equipment will be provided by Management when required by applicable regulations and standards. Employees will adhere to the current dress code policy of the hospital.

SECTION 6. In accordance with Occupational Safety Health Agency (OSHA) regulations, periodic work-related medical surveillance examinations and screenings will be provided during

duty hours by Madigan resources. The supervisor or employee should contact the Madigan OHC to schedule such work-related medical care. Upon request, the employee will be provided health maintenance examinations, subject to availability of health services resources.

SECTION 7. The Union President, Vice-President, Chief Steward, and Safety Officer will be trained in the process of hazard identification, tracking and correction. They will be familiar with 29 CFR 1960, Basic Program Elements for Federal Employees, OSHA and their role in Madigan's Safety and Occupational Health Program. Management will provide this training on-site or online as appropriate. This training is excluded from the training hours described in Article 11, Leave, Section 12.

SECTION 8.

A. 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.

B. 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.

C. 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.

D. 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.

SECTION 9. Employees who believe their job requirements expose them to hazardous conditions shall report such conditions through their supervisory chain beginning with their first line supervisor. The supervisory chain will take necessary steps to have appropriate personnel promptly investigate the condition and correct the problem at the earliest opportunity.

SECTION 10. An employee who is pregnant and who works in an area that may potentially expose her or her unborn child to a health or safety risk is advised to call or report to the OHC as soon as the pregnancy is known. OHC will provide education to pregnant employees regarding potential hazards of the work area that may affect the pregnancy.

SECTION 11. Supervisors will immediately arrange for employees with a needle stick or body fluid splash to report to the Emergency Room to assess the injury in accordance with Madigan Infection Control Policy.

SECTION 12. The Union and Management endorse the tenets and provisions of the drug testing program at Madigan and fully supports compliance with all applicable drug testing policies and procedures.

SECTION 13. Management will accommodate the requirements of nursing mothers in accordance with Section 4207 of the Patient Protection and Affordable Care Act.

## **ARTICLE 13**

### **ASSIGNMENT OF WORK AND JOB CLASSIFICATION**

SECTION 1. Employees will be furnished a copy of their job descriptions initially and as changes are made. The statement on each job description, "performs other duties as assigned," shall not be construed as meaning work formally classified at a higher grade level for an extended period of time. Management retains the right, in accordance with applicable laws and regulations, to assign work; however, this does not limit the employee's right to express dissatisfaction concerning procedures employed by Management. Also, this does not preclude Management from considering the views and recommendations of the Union.

#### SECTION 2.

A. Authority to detail civilian employees is a Management prerogative and provides a simple and flexible means of accomplishing certain operational needs. A detail of less than 30 calendar days is a temporary assignment of work that is generally done on a verbal basis, with no change in the employee's pay or status.

B. If an employee is assigned to perform duties for more than 30 days, which are significantly different than the duties specified in their current job description; Management will annotate this assignment on a Request for Personnel Action (RPA) for processing in accordance with current legal and regulatory requirements.

C. Employees are encouraged to update their resume with their skills and experience.

SECTION 3. As applicable to assignment of work and job classification, the employee shall be notified 14 calendar days in advance when an action is to be taken that has an adverse effect on the employee's pay. If the employee elects to be represented by the Union, it will be incumbent upon the employee to forward all correspondence to the Union representative.

SECTION 4. Filing a classification appeal does not deprive the employee of the employee's right to appeal any related adverse action through appropriate regulations.

## **ARTICLE 14**

### **PERFORMANCE APPRAISALS**

SECTION 1. The parties agree that performance appraisals will be completed in accordance with DOD, DA and Madigan regulations. The purpose of a performance appraisal is to evaluate the employee's performance based on objective criteria related to the employee's position and elements of their job description while enhancing the efficiency of agency operations by motivating employees to perform their jobs effectively. Management should discuss objectives for the rating period, assess job performance, and plan for future expectations. The supervisor will prepare the performance rating taking into consideration the employee's performance during the entire rating period.

SECTION 2. Assignments of performance rating levels as well as written performance counseling are grievable under Article 20, Grievance Procedure, of this agreement.

## **ARTICLE 15**

### **MERIT PROMOTIONS**

SECTION 1. Management and the Union agree to follow the provisions of the West Region Merit Promotion and Placement Plan (WRMPPP). Management will support the tenets of merit systems principles to support the filling of positions fairly and equitably, increase awareness of Madigan job opportunities, and make selections using merit-based criteria.

SECTION 2. The selecting official may or may not select any candidate referred under the WRMPPP. The selecting official may make a selection from any source of candidates at anytime during the recruitment process. Reasons for selection will be documented. It is strongly recommended that selecting officials interview candidates.

## **ARTICLE 16**

### **TRAINING**

Training, as defined in the remaining sections does not include degree-producing education.

SECTION 1. The Union, as well as Management, encourages formalized education and training of employees. Management agrees to make a reasonable attempt to accommodate employees pursuing additional education or training when the completion of same is contributory to the best interests of the Federal government. This can be accomplished by rearranging tours of duty, when permitted by coverage of the workload, which will facilitate employee attendance. The Union agrees and understands that Management is not required to comply with the provisions of Article 8, Hours of Work, when accommodating an employee who desires to attend training. As provided for in existing regulations, the granting of extended leave without pay is a proper action

enabling an employee to complete training or education which is of mutual benefit to the employee and Management.

SECTION 2. Management will inform employees about training opportunities, department policies and nomination procedures. Management will provide or otherwise make available training opportunities that will best serve the needs of the organization and is encouraged to establish upward mobility training to enhance the career potential of employees.

SECTION 3. Employees will be notified of approval or reason for disapproval of training requests as soon as practicable. Should an employee's request for training be disapproved solely for lack of funds, the employee may resubmit a request for training as funds become available. Employees who cannot attend training due to lack of funding, that Management determines to be directly related to their primary duties and in the mutual interest of Management and the employee, may be granted administrative leave for a brief period to attend the training as long as the training and travel is at no cost to the government.

SECTION 4. In accordance with the Joint Travel Regulation (JTR), Management will pay all expenses, including tuition and travel, in connection with training required by Management to perform the duties of an employee's current position or a position to which an employee has been assigned.

SECTION 5. When a change in qualifications for a position mandates an additional requirement for an employee already holding that position, Management will pay for the technical training needed for the employee to meet the new qualifications. Management will determine what type of training is needed (in-house, contracted, or other) and when and where the training is provided.

SECTION 6. When details or temporary promotions are utilized for the purpose of training employees for potential permanent promotions, the selection for such details or temporary promotions will be in accordance with the WRMPPP. In addition, the lateral reassignment of employees to permanent positions for which there is known promotion potential will be effected under the procedures of the WRMPPP.

SECTION 7. Cross-training assignments may be made not to exceed six (6) months if it is deemed to be in the interest of Management and will further enhance the fulfillment of the organizational mission, and when such is not in violation of the WRMPPP.

SECTION 8. When a grievance is received by the Union concerning training, a list of employees attending the training classes in question will be furnished to the Union upon request.

SECTION 9. Supervisors are strongly encouraged to conduct training during the employee's normal duty hours.

## **ARTICLE 17**

### **REDUCTION-IN-FORCE (RIF)**

SECTION 1. In the event of a RIF, Management agrees to notify the Union as far in advance as practicable. Such notification will include the specific department(s) within the organization affected and approximate number of employees who are likely to be affected. The parties recognize that this number could change before the final RIF action is taken. In addition, the Union will be kept informed regarding changes in the number of employees scheduled to be separated. The Union agrees to respect the confidentiality of information supplied that is not public information, such as retention registers.

SECTION 2. Management may modify qualification requirements where appropriate in those cases involving assignment to vacancies at the same or lower grade during reduction-in-force when Management determines and the gaining supervisor concurs that the assigned employee has the potential, capability and aptitude to perform the duties of the position. If Management determines that the employee requires additional training, such training will be programmed and scheduled within 30 days when possible.

SECTION 3. Management agrees to provide a specific written notice to each employee affected by a RIF, if released from their competitive level, at least 60 calendar days prior to the effective date. The notice shall comply with the provisions of 5 CFR 351.802. Employees will be notified of grievance rights and time limits to grieve.

SECTION 4. Any career or career-conditional employee who is separated because of a RIF and who did not decline an offer of a continuing position will be placed on a re-employment priority list for the length of time specified by regulations. Such employees will be given preference for rehiring in temporary and permanent positions for which they are qualified. It is understood that acceptance of temporary employment will not alter an employee's right to be offered permanent employment.

## **ARTICLE 18**

### **COUNSELING**

SECTION 1. It may be necessary to call to an employee's attention certain matters or issues that may be interfering with successful job performance or employee conduct. Counseling sessions will be done in private to set the proper tone and as a method to focus attention upon the issues at hand unless an on-the-spot correction is necessary to prevent injury, administer proper patient care, or provide appropriate customer service. Counseling of an employee is usually a matter between a supervisor and an employee. If more than one Management representative, or a CPAC representative, is present, the employee may request a Union representative be present. The Union representative may request that all Management officials present be in the employee's supervisory chain, with the exception of the CPAC representative.

SECTION 2. The employee will be permitted, upon request, to review or be given a copy of supporting documentation regarding unacceptable performance or conduct when the employee is counseled regarding the issue. For purposes of this provision, “supporting documentation” does not include copies of Fort Lewis, DA, DOD, or government-wide regulations, pamphlets, policies, instructions, rules, or statutes and laws that can be obtained or accessed by computer. The employee may be asked to initial the counseling statement; however, initialing the counseling will not mean that the employee agrees with the accuracy of the counseling.

## **ARTICLE 19**

### **DISCIPLINARY AND ADVERSE ACTIONS**

#### SECTION 1. General Provisions

A. When considering disciplinary actions, Management is encouraged to obtain a written statement(s) from the employee(s). Management should discuss the incident with the employee, affording the employee the opportunity to explain the basis for his/her actions, and if appropriate, advise the employee that disciplinary action is under consideration. The Union is entitled to be given the opportunity to be present at such an examination of an employee in the unit to the extent specified in Article 6 Section 1 (B and C) of this agreement.

B. Unless punitive in nature, the objective of discipline is to correct and improve employee behavior so as to promote the efficiency of the service and the principle of progressive discipline. Disciplinary action should be taken in as timely a manner as possible in order to optimize the effectiveness of the action taken. Less severe discipline may be considered for a first offense. However, a more severe disciplinary measure may be warranted depending on the circumstances and seriousness of the offense. Normally, discipline should be preceded by counseling which may be informal in nature and may or may not be documented. Management should consult with their CPAC Human Resources Specialist prior to taking disciplinary and/or adverse actions.

C. If the Union wishes to have a copy of the material relied upon by Management to support a disciplinary or adverse action, it will be made available in accordance with the provisions of Article 6, Section 11.

D. A decision notice involving a suspension will be delivered in any of the following three methods:

(1) If in person, at least two (2) hours prior to the affected employee's end of shift;

(2) Regular mail with a certificate of mailing;

(3) By facsimile transmission after coordination with the employee. Where the Union has represented the employee in the response to a notice of proposed discipline, Management will provide the notice of decision concurrently to the Union and the employee in accordance with the procedures established in this paragraph.

E. A signed courtesy copy of disciplinary and adverse actions against bargaining unit employees will be provided to the Union by the deciding official within five (5) calendar days of issuance, either in person, telephonically, or electronically. Copies provided may be sanitized in accordance with the Privacy Act.

F. Disciplinary and adverse actions may be grieved in accordance with Article 20, Grievance Procedure, of this agreement.

## SECTION 2. Disciplinary Actions.

A. Disciplinary actions include reprimands and suspensions of 14 calendar days or less.

B. Suspensions of 14 calendar days or less will only be taken for just cause and in accordance with applicable laws and regulations.

C. Employees receiving a suspension for 14 calendar days or less will be given a notice of proposed action affording them at least 15 calendar days to reply to the charge(s), orally and/or in writing; and a decision.

## SECTION 3. Adverse Actions

A. Adverse actions are defined as suspensions for more than 14 calendar days, removal, reduction in grade or pay (such as demotions), and furloughs for 30 calendar days or less.

B. In cases of adverse action, employees will be given a notice of proposed action affording them at least 15 calendar days; an opportunity to reply to the charge(s) orally and/or in writing; and a notice of the decision, except when the provisions of 5 CFR 752.404(d)(1) & (2) apply. After a letter of decision is received, employees with appeal rights to the Merit Systems Protection Board (MSPB) under 5 USC 7701 and rights to grieve the matter under Article 20, Grievance Procedure, of this collective bargaining agreement may elect to grieve the decision in accordance with that article or appeal to the MSPB in accordance with MSPB procedures, but not both. An employee shall be deemed to have exercised his or her option when he or she files a grievance under the grievance procedure or an appeal under the appellate procedure, whichever occurs first.

# **ARTICLE 20**

## **GRIEVANCE PROCEDURE**

### SECTION 1. Coverage

A. Except as provided for in 5 USC 7121 Sections (d)(e) and (g), the procedures in this article shall be the exclusive administrative procedures for resolving grievances covered by this article.

B. A grievance under this agreement means any complaint:

(1) by a covered employee concerning any matter relating to the employment of the employee,

(2) by the Union concerning any matter relating to the employment of any employee, covered employee; or

(3) by any covered employee, the Union, or Management concerning:

a. The effect, or interpretation or a claim of breach, of the collective bargaining agreement;

b. Any claimed violation, or misapplication of any law, rule, or regulation affecting conditions of employment.

## SECTION 2. Exclusions

The following issues are excluded from this grievance procedure:

A. notices of proposed Disciplinary and Adverse Actions;

B. continuation, reduction, and termination of retention incentives;

C. non-selection for promotion from a group of candidates;

D. resignation, termination or removal of temporary employees; termination of temporary promotions; termination of probationary employees; and termination of employees serving under accepted appointments;

E. non-adoption of a suggestion;

F. failure to receive a discretionary award for performance;

G. notices of performance expectations, or placement of an employee on a Performance Improvement Plan (PIP);

H. requirement to submit to a fitness for duty examination;

I. any violation or disciplinary action relating to prohibited political activities;

J. decisions regarding entitlement to employment related benefits, including but not limited to retirement, life insurance, health insurance;

K. suspension, or removal for national security reasons;

L. any examination, certification or appointment;

M. the classification of any position which does not result in the reduction in grade or pay of an employee. Note: this exclusion means employees covered by retained grade and pay by a classification downgrading action may not grieve;

N. findings of pecuniary liability for damage to government property as provided in AR 735-5, Policies and Procedures for Property Accountability;

O. any complaint of discrimination because of race, color, religion, sex, national origin, age, or physical or mental disability;

P. Management's decision not to modify qualifications for employee placement during a RIF.

### SECTION 3. General Grievance Procedures

#### A. General Provisions

(1) The filing of a grievance shall not reflect unfavorably on an employee's good standing, performance, loyalty or desirability to the organization.

(2) Issues of non-grievability shall be subject to arbitration on the issue of grievability only. Only after the issue of grievability has been decided by an arbitrator, and the decision is final and is in favor of grievability, may the merits of the grievance be advanced.

(3) Reasonable time during working hours will be allowed for employees and Union representatives to discuss, prepare for, and present grievances, including attendance at meetings with Management officials in accordance with Article 6, Section 6, Union Rights and Obligations, of this agreement.

(4) Where multiple grievants present the same problem, the Union will initiate a single group grievance. The Union will provide the names of all known grievants at the time of filing. This notification does not preclude the Union from adding additional grievants at a later date, subject to the timeliness requirements of Section 3 C(3) of this article.

(5) Requests for information will be processed in accordance with Article 6, Section 11 of this agreement.

(6) Where in the course of a grievance there arises a question about the interpretation of a regulation, Management and the grievant will jointly submit their independent positions to the proponent of the regulation. The decision of the proponent as to the interpretation of the regulation will be final and not subject to further review under the grievance or arbitration procedure.

(7) If an employee leaves the bargaining unit before the steps of the grievance procedure are completed, and no pay issue is involved, the grievance will be dismissed without a final decision on the merits of the grievance.

(8) Nothing in this agreement shall be interpreted to require the Union to represent an employee if the Union considers the grievance invalid or without merit.

(9) Union representatives, in the performance of their duties of investigating, presenting, and settling grievances shall be afforded the rights and protections provided for in Article 6 of this agreement.

#### B. Settlement

(1) Grievances often arise from misunderstandings or disputes, which can be settled promptly and satisfactorily at the lowest possible supervisory level. Settlement of grievances is encouraged at all steps of the grievance process and reasonable effort by all parties to settle grievances at the lowest possible level is encouraged.

(2) Efforts to settle grievances do not extend or waive the time limits at any step of the grievance process unless the parties agree in writing to an extension.

#### C. Time Limits

(1) In computing the number of days for filing any grievance under this article, the first day counted is the day after the event from which the period begins to run. If the date that ordinarily would be the last day for filing a grievance falls on a Saturday, Sunday, or Federal holiday, the period will include the first workday after that date.

(2) It is the intent of the parties that the time limits contained herein be observed. The time limits in this Article may be extended only by mutual, written agreement between the grievant and Management or, in the case of a Management grievance, between the grievant and the Union. The decision by either party not to extend the time limits of the grievance procedure is not in itself grievable under any circumstances.

(3) The grievant must file the grievance with the appropriate official within 15 calendar days of the action, incident, event, receipt of a letter of reprimand, or notice of decision for any grievable disciplinary or adverse action being grieved, or within 15 calendar days of when the grievant knew unless the grievant can demonstrate that the grievant was not aware of the matter or issue. A grievant may file a grievance on an issue of a continuing nature at any time.

(4) Failure of the grievant to comply with the time limits for filing and advancing a grievance at each step of the grievance process shall render the grievance moot and non-grievable.

(5) When an employee grievance is filed at any step, the parties will schedule a meeting within seven (7) calendar days. The meeting will occur within 15 calendar days of the date of filing of the grievance.

(6) In a Union or a Management grievance, The Union President, or his/her designated representative, and Commander, or his/her designated representative, will meet within 15

calendar days of receipt of the grievance in an attempt to resolve the issue unless the grievant and/or representative are not available to meet at a mutually acceptable time during that period.

(7) At each step of the grievance procedure, the grievance official will issue a written decision to the grievant within 15 calendar days of receipt of the grievance or within 15 calendar days of the date of the meeting.

(8) Upon receipt of the grievance official's written decision at Step 1 or Step 2, if the grievant is dissatisfied with the decision, the grievant has 15 calendar days to elevate the grievance to the next step. Upon receipt of a decision at step 3, the Union may elect to invoke arbitration in accordance with Article 21, Arbitration, of this agreement.

(9) If the grievance official fails to comply with the time limits for rendering a decision at the first, second step, or third step the grievant may elevate the grievance to the next step.

(10) Should there be a question about the interpretation of a regulation that is submitted to the proponent of the regulation pursuant to Section 3A (6) of this article; the grievance decision will be delayed until the proponent of the regulation has interpreted the questioned policy.

#### D. Representation

(1) If an employee of the bargaining unit desires to use the negotiated grievance procedure, the employee may represent themselves, be represented by the Union, or be represented by a person approved by the Union. Where the Union approves such representation, the Union shall provide their approval in writing on the Right to Represent form (See Appendix C) to Management before that person may commence representational duties.

(2) Failure of an employee to obtain a representative does not extend nor waive the period for filing a grievance.

(3) Where an employee has requested representation by the Union in the grievance process, and the Union has undertaken representation of the employee, Management will coordinate all grievance meetings through the Union representative, who is entitled to accompany the grievant at all grievance meetings.

#### SECTION 4. Filing a grievance

A. When filing a grievance or advancing a grievance to the next step, the grievant will do so using the form at Appendix B. The grievant will provide all of the information requested on the form, including adequate information in a narrative form to advise the grievance official of the action, incident, or event that is the subject of the grievance and of the remedy that the grievant is seeking. If the grievant needs additional space, the grievant may attach a continuation sheet or sheets to the grievance form.

B. The grievant will file the grievance at the appropriate step.

(1) Unless otherwise specified in this article, all employee grievances will be filed at Step 1, with the employee's direct supervisor.

(2) A grievance of a disciplinary action as defined in Article 19, Section 2A will be filed at Step 2.

(3) A grievance of an adverse action as defined in Article 19, Section 3A will be filed at Step 3.

## SECTION 5. Grievance Step Procedures

### A. Step 1:

(1) The grievance official will meet with the grievant and the grievant's representative within the period specified in Section 3C (5) of this article in an attempt to resolve the grievance. At the meeting, the grievant and/or representative shall make a full and detailed statement of facts relied upon, contractual provisions involved, and relief sought.

(2) The grievance official will issue a written decision within the period provided for in Section 3C (7) of this article. In that decision, the grievance official will provide the grievant the name and title of the designated second step grievance official.

(3) If the grievant elevates the grievance to the next step, the grievance official should promptly provide the next step grievance official the information relied upon in rendering his or her decision.

### B. Step 2:

(1) The grievance official will meet with the grievant and the grievant's representative within the period specified in Section 3C (5) of this article in an attempt to resolve the grievance. At the meeting, the grievant and/or representative shall make a full and detailed statement of facts relied upon, contractual provisions involved, and relief sought.

(2) The grievance official will issue a written decision within the period provided for in Section 3C (7) of this article. In that decision, the grievance official will provide the grievant the name and title of the designated third step grievance official.

(3) The grievance official will issue a written decision within the period provided for in Section 3C (7) of this article. In that decision, the grievance official will provide the grievant the name and title of the designated third step grievance official.

(4) If the grievant elevates the grievance to the next step, the grievance official should promptly provide the next step grievance official the information relied upon in rendering his or her decision.

### C. Step 3:

(1) The grievance official will meet with the grievant and the grievant's representative within the period specified in Section 3C(5) of this article in an attempt to resolve the grievance. At the meeting, the grievant and/or representative shall make a full and detailed statement of facts relied upon, contractual provisions involved, and relief sought.

(2) The grievance official will issue a written decision within the period provided for in Section 3C (7) of this article.

(3) If after receipt of the Management decision under this section, the Union may invoke arbitration in accordance with Article 21, Arbitration.

#### D. Step 4:

(1) The grievance may be advanced in writing to the Commander or Acting Commander within seven (7) calendar days of the date the deadline in the Step 3 procedure was not met. A copy of the grievance form will be provided to the Chief, CHRD.

(2) The Commander or Acting Commander will have seven (7) calendar days from the receipt of the grievance to appoint a disinterested 4th Step Grievance Official.

(3) The 4th Step Grievance Official will have seven (7) calendar days to meet with the grievant and representative. If the grievant and the representative are not available within the seven (7) calendar days, the timeline for the meeting will be extended until such time that they are available. From the date of that meeting, the 4th Step Grievance Official will have 15 calendar days to render a written decision in the grievance. If any of the timelines in Step 4 are not met the grievance may be taken to arbitration and Management will pay 100% of the cost.

### SECTION 6. Union Grievance Procedure

A. Grievances initiated by the Union will be submitted to the Commander, or Acting Commander, following the procedure provided for in Section 3A of this article and within the time limits for filing a grievance contained in Section 3C (3) of this article. The Union will clearly note on the grievance that it is a Union grievance.

B. The Commander, or Acting Commander, and the Union President, or Acting Union President, will meet within the time limits contained in Section 3C (6) of this article.

C. The Commander, or Acting Commander, will issue a written decision within the period provided for in Section 3C (7) of this article.

D. If after receipt of Management's decision, the Union wishes to seek further review, the Union may invoke arbitration in accordance with Article 21, Arbitration.

SECTION 7. Management Grievance Procedure

A. Grievances initiated by Management will be submitted to the Union President, or Acting Union President, following the procedure provided for in Section 3A of this article and within the time limits for filing a grievance contained in Section 3C (3) of this article. Management will clearly note on the grievance that it is a Management grievance.

B. The Union President, or Acting Union President, and the Commander or Acting Commander, will meet within the time limits contained in Section 3C (6) of this article.

C. The Union President, or Acting Union President, will issue a written decision within the period provided for in Section 3C (7) of this article.

D. If after receipt of the Union's decision, Management wishes to seek further review, Management may invoke arbitration in accordance with Article 21, Arbitration.

**ARTICLE 21**

**ARBITRATION**

In computing the number of days under this article, the first day counted is the day after the event from which the time period begins to run. If the date that ordinarily would be the last day for filing falls on a Saturday, Sunday, or Federal holiday, the filing period will include the first workday after that date.

SECTION 1. Only the Union, in the case of employee or Union grievances, or Management, in the case of Management grievances, may invoke arbitration. Arbitration may be invoked only for a grievance that has been properly processed within the time limits specified, and only on the issues grieved. The Commander or his designee, in the case of a Management grievance, or the Union President, in the case of a Union or employee grievance, must notify the other party (either the Union or Management) in writing that they are invoking arbitration within 21 calendar days after receipt of a decision at the last applicable stage of the grievance procedure. If notification is not received as above, the party's right to invoke arbitration is forfeited and may not be pursued.

SECTION 2.

A. Within seven (7) calendar days after receipt of the notice that arbitration is invoked, the party invoking arbitration will request a list of seven (7) arbitrators from FMCS. A copy of the party's request to FMCS will be provided to the other party. The party invoking arbitration is responsible for paying the cost for the FMCS-requested list of arbitrators, except as indicated in Article 20, Grievance Procedure, Section 5D(3).

B. As an exception to this FMCS procedure, prior to a request being forwarded to FMCS, the parties may mutually agree within the seven (7) calendar days time period, in writing, to a particular arbitrator. However, if that arbitrator is not available to conduct the arbitration within 60 calendar days of the parties' mutual request for arbitration, the party invoking arbitration must then follow the FMCS procedure above.

SECTION 3. The parties shall meet within seven (7) calendar days after the receipt of a list of arbitrators from the FMCS. If they cannot mutually agree upon one of the listed arbitrators, then Management and the Union will alternately strike one arbitrator's name from the list until one name remains. The remaining name shall be the selected arbitrator. The parties shall flip a coin to determine who strikes the first name.

SECTION 4. At the time the parties meet to select an arbitrator, they shall also discuss the issue(s) to be submitted to the arbitrator. If the parties are able to agree on the issue(s), they shall jointly submit the issue(s) in writing to the arbitrator. The parties will sign at the bottom of the document to indicate that this is the agreed upon issue(s). If the parties are unable to agree upon the issue(s), the parties agree to submit the issue(s) individually to the arbitrator.

SECTION 5. The fees and expenses of the arbitrator shall be borne equally by Management and the Union, except as indicated in Article 20, Grievance Procedure, Section 5D(3).

A. The arbitration hearing shall be held during the regular day shift work hours of the basic workweek. All employee representatives who are currently in a pay status, employee grievant, and Madigan employee witnesses shall be in a pay status without charge to annual leave for the period of time that their presence and participation is required at the arbitration proceedings. This is conditioned on the Union providing Management enough advance notice of the identity of requested employee witnesses so that last minute schedule changes, leave cancellations, and overtime costs can be avoided.

B. Any witness requested by a party who is reasonably available in person or by telephone, and whose presence is deemed relevant and necessary by the arbitrator, will be called unless there are circumstances that prohibit their presence. In that event, necessary testimony will be obtained by sworn affidavit, declaration or deposition.

SECTION 6. If jointly agreed upon and appropriate, the arbitrator will be requested by the parties to render the decision as quickly as possible but in any event no later than 30 calendar days after the conclusion of the arbitration unless the parties agree otherwise.

SECTION 7. The Union or Management or both may file exceptions to the arbitrator's award in accordance with applicable laws and regulations.

SECTION 8. The parties may jointly request the FMCS to provide non-binding mediation service. The costs of the services of the mediator, if any, shall be shared equally by the parties.

## ARTICLE 22

### USE OF OFFICIAL FACILITIES

SECTION 1. Management agrees, upon request of the Union, to provide meeting space for use during non-duty times, provided such space is available and the Union complies with all security and housekeeping rules in effect at that time and place. Requests for use of meeting space will be made at least two (2) weeks in advance to the appropriate office responsible for the space requested.

SECTION 2.

A. Two (2) courier parking permits will be issued to the Union President for use by Union officials.

B. Employees will park in accordance with Madigan Reg 210-1, Madigan Army Medical Center Parking Program.

SECTION 3.

A. Management agrees to provide office space, within Madigan Army Medical Center, Bldg 9040, a minimum of 200 sq. ft. for the sole purpose of conducting official Union representational duties prescribed by law, regulations and negotiated agreements. The Union agrees that Union stewards and/or officers will use the room while in a non-duty or official time status.

B. It is agreed and understood that the Union will vacate this room within 30 calendar days when the Commander at his/her discretion gives 30 calendar days advance written notice to the Union to vacate. The Commander's notice and order to vacate is not subject to negotiation, grievance or arbitration, but Management agrees to make a reasonable effort to locate and offer equal space, accessibility, and functionality.

C. The Union agrees not to make permanent physical changes or alterations without prior written approval of the Chief, Facility Management Division, and the Union will pay for any approved changes. Signage will conform to the type and style of similarly situated rooms in the facility. It shall contain only the term "American Federation of Government Employees – Local 1502" and list the office hours and telephone number.

D. If a decision is made to require private agencies to lease their current space, the Union will coordinate with the Corp of Engineers on the terms of the lease.

E. Management agrees to provide access to local telephone service, email access and if available, office furniture.

F. The parties agree that the Union shall not lease or sublease, loan or assign use of the space to any other organization, party or individual. In addition, the Union agrees to assume liability and hold Management harmless for any and all claims arising from the Union's use of the space. The Union agrees to abide by all pertinent regulations in use of the facilities. The Union is liable and

responsible for the costs of repair of any damage to the space arising from the Union's use of the space.

## **ARTICLE 23**

### **DUES WITHHOLDING**

SECTION 1. Each bargaining unit member, in good standing of the Union, shall have the right to make a voluntary allotment from their pay for the payment of regular periodic dues each payroll period, as well as the right to revoke such an allotment during their anniversary month, as validated by the AFGE Secretary/Treasurer.

SECTION 2. Management shall process the Standard Form (SF)1187 (Request for Payroll Deductions for Labor Organization Dues) and the SF1188 (Cancellation of Payroll Deductions for Labor Organization Dues) forms for all eligible members of the Union who voluntarily authorize start or stop of such deductions in accordance with the provisions set forth herein. Management shall not process SF1188 (Cancellation of Payroll Deductions for Labor Organization Dues), unless it contains the signature of the Union President or Secretary/Treasurer.

SECTION 3. The Union is responsible for procuring the prescribed allotment forms; distributing the forms to members; certifying as to the amount of its dues; delivering completed forms to Management; and educating its members on the program for allotments for payment of dues, its voluntary nature, the uses and availability of the prescribed allotment forms, and the procedures for revocation of allotments.

SECTION 4. Deduction of dues shall begin within two (2) pay periods after receipt of the SF 1187 by the CHRD, Customer Service Representative.

## **ARTICLE 24**

### **PUBLICITY**

SECTION 1. Sufficient bulletin boards or bulletin board space will be provided in appropriate work areas for the display of Union literature, correspondence and notices. The Union recognizes its responsibility to insure that posted material is accurate, that it adheres to high ethical standards, contains no false or defamatory material, and that no material contains political partisan materials or endorsements, propaganda attacks upon the United States Government or any of its agencies or activities, any state government or subdivision thereof, other employee organizations or any individual. Material will not be removed by Management or their designees without consultation with the Union. However, the Union will on its own remove material which is obsolete either because an announced date or an event has lapsed or the content is no longer valid.

SECTION 2.

A. Management agrees to publish notices of pending Union meetings, results of Union elections, and Union participation in the Madigan sponsored civic affairs publication. Other Union initiated articles may be submitted to the Strategic Communications Office (STRATCOM) and will be considered for publication. The Union notices or articles must be in compliance with the standards in Section 1 above.

B. Madigan agrees to publish yearly a statement as to recognitions granted the Bargaining Unit, and to periodically list the names and numbers of the Union Executive Board, Stewards and Chief Steward.

### SECTION 3.

A. Management agrees to permit distribution of Union literature per Article 7, Section 4 to all employees in the units recognized by this agreement during non-duty hours. Employees participating in distribution of Union literature will be on annual leave or leave without pay, subject to the operational need/approval of the employer; or on off-duty time, provided that they;

(1) are properly identified as material sponsored by the Union;

(2) contain nothing that would identify them as official Management material or imply that they are sponsored or endorsed by Management;

(3) are limited to matters of direct concern to employees in relation to the Union or Management;

(4) complies with the standards described in Section 1 above and;

(5) it does not restrict access in/out of other areas of the installation or disrupt other operations of the installation.

B. Management agrees to allow the announcement of Union events on the public address system in accordance with the Communication Center's Standard Operating Procedure (SOP).

SECTION 4. Copies of the approved agreement will be posted on Madigan's SharePoint for supervisors, Management officials and all bargaining unit employees. Management will provide 750 copies of the approved agreement. An additional 250 copies in each of the second and third years of the agreement will be provided to the Union President. If the contract is extended, 250 copies can be made per year as needed.

SECTION 5. When aware and officially notified in writing by another non-exclusive labor union, Management shall not authorize any other labor organization to use meeting rooms controlled by Madigan to conduct meetings on the premises with employees in the bargaining unit, or to post literature on the Madigan bulletin boards until a valid timely challenge to the exclusive status of the Union has been presented and rules governing campaigning are established.

SECTION 6. Management will notify the Union of the date and time of the hospital New Employee Orientation. The Union may advise new employees, as part of the orientation process of their rights in Article 5, Rights of the Employee, Section 1.

## **ARTICLE 25**

### **EQUAL EMPLOYMENT OPPORTUNITY**

SECTION 1. Management and the Union agree that there shall be no discrimination by Management or the Union against employees because of race, color, religion, sex, national origin, age or physical or mental disability.

SECTION 2. Management and the Union are committed to non-discriminatory practices on the basis of sexual orientation.

## **ARTICLE 26**

### **DURATION OF AGREEMENT AND SUPPLEMENTAL AGREEMENTS**

SECTION 1. This agreement shall remain in effect for three (3) years. Thereafter, this agreement shall remain in effect from year-to-year unless either party shall notify the other in writing not more than 150 calendar days or less than 30 calendar days before the expiration date of the agreement of its desire to terminate or renegotiate this agreement.

SECTION 2. Either party may request modification of this agreement by notifying the other party that a conference is desired for that purpose. Each party is limited to submitting one proposal at any one reopening conference. A proposal may consist of modifications, changes or additions up to three (3) articles or the addition of three (3) new articles.

SECTION 3. By mutual written consent of both parties, this agreement may be opened for amendment or supplemental agreements. Any request for such amendment or supplemental agreements shall be in writing and must be accompanied by a summary of the amendments or supplement of the agreement proposed. Management and the Union will meet to negotiate the matter as expeditiously as possible but in no case later than 60 calendar days from the date of receipt of the proposal. No changes other than those proposed will be considered. Amendments or supplemental agreements shall be evidenced in writing, duly executed by both parties, and submitted for approval to the Commander.

SECTION 4. When it becomes necessary for either Management or the Union to reopen or to amend the agreement or to enter into supplements to this agreement, and an impasse has been reached, the item or items shall be set aside. After all negotiable items on which agreement can be reached have been disposed of; the parties shall once more attempt to resolve any existing impasse items.

SECTION 5. If the parties are unable to reach an agreement, the parties shall jointly request the FMCS to provide mediation service. The costs of the services of the mediator, if any, shall be shared equally by the parties.

## **ANNEX**

Union Official – An appointed or elected representative of the American Federation of Government Employees Local 1502.

In witness whereof the parties hereto have executed this agreement on 23 April 2012

FOR THE UNION:

FOR MANAGEMENT:

\_\_\_\_\_  
[REDACTED]  
Chief Negotiator  
President, Local 1502  
American Federation of  
Government Employees, AFL-CIO

\_\_\_\_\_  
[REDACTED]  
Chief Negotiator  
Madigan Army Medical Center

\_\_\_\_\_  
[REDACTED]  
Colonel, MS  
Acting Commander

Approved by the Department of Defense on May 10, 2012