

**AGREEMENT BETWEEN**

**U.S. ARMY MEDICAL DEPARTMENT  
ACTIVITY**

**U.S. ARMY DENTAL CLINIC COMMAND  
HEADQUARTERS**

**AND**

**THE AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES**

**AFL-CIO**

**LOCAL 1858**

**REDSTONE ARSENAL, ALABAMA**

# **Union Contract**

## **Table of Contents**

<b>FORWARD:</b> .....	<b>4</b>
<b>ARTICLE 1: PURPOSE</b> .....	<b>4</b>
<b>ARTICLE 2: RECOGNITION AND COVERAGE</b> .....	<b>5</b>
<b>ARTICLE 3: EFFECTIVE DATE, DURATION, AND CHANGES TO AGREEMENT</b> .....	<b>5</b>
<b>ARTICLE 4: RIGHTS AND OBLIGATIONS</b> .....	<b>6</b>
<b>ARTICLE 5: UNION REPRESENTATION</b> .....	<b>10</b>
<b>ARTICLE 6: LABOR-MANAGEMENT RELATIONS</b> .....	<b>12</b>
<b>ARTICLE 7: TRAINING OF UNION REPRESENTATIVES</b> .....	<b>13</b>
<b>ARTICLE 8: TRAINING AND EMPLOYEE DEVELOPMENT</b> .....	<b>13</b>
<b>ARTICLE 9: EQUAL OPPORTUNITY</b> .....	<b>14</b>
<b>ARTICLE 10: SEXUAL HARASSMENT</b> .....	<b>15</b>
<b>ARTICLE 11 CIVILIAN COUNSELING SERVICES (CCS)</b> .....	<b>16</b>
<b>ARTICLE 12: COMPETITIVE AREA</b> .....	<b>17</b>
<b>ARTICLE 13: COMPETITIVE LEVEL</b> .....	<b>17</b>
<b>ARTICLE 14: POSITION CLASSIFICATION STANDARDS</b> .....	<b>17</b>
<b>ARTICLE 15: JOB DESCRIPTION</b> .....	<b>17</b>
<b>ARTICLE 16: JOB CLASSIFICATION</b> .....	<b>18</b>
<b>ARTICLE 17: WITHIN GRADE PAY INCREASES</b> .....	<b>18</b>
<b>ARTICLE 18: CIVILIAN POSITION AND STAFFING DOCUMENTATION</b> .....	<b>19</b>
<b>ARTICLE 19: REDUCTION IN FORCE AND TRANSFER OF FUNCTION</b> .....	<b>19</b>
<b>ARTICLE 20: REORGANIZATION</b> .....	<b>20</b>
<b>ARTICLE 21: PART TIME EMPLOYMENT</b> .....	<b>21</b>
<b>ARTICLE 22: TEMPORARY AND PROBATIONARY EMPLOYEES</b> .....	<b>21</b>
<b>ARTICLE 23: RESERVED PARKING</b> .....	<b>22</b>

ARTICLE 24: AFGE COMMUNICATION .....	22
ARTICLE 25: DAMAGED OR LOST GOVERNMENT PROPERTY .....	22
ARTICLE 26: TRAVEL.....	23
ARTICLE 27: HEALTH PLANS .....	25
ARTICLE 28: WORKERS' COMPENSATION .....	25
ARTICLE 29: SURVIVORS – BENEFITS ORIENTATION .....	26
ARTICLE 30: TOTAL ARMY PERFORMANCE EVALUATION SYSTEM (TAPES).....	27
ARTICLE 31: PERFORMANCE AND INCENTIVE AWARDS .....	28
ARTICLE 32: CONSULTANTS AND EXPERTS .....	29
ARTICLE 33: SAFETY .....	29
ARTICLE 34: LEAVE .....	30
ARTICLE 35: INCLEMENT WEATHER AND EMERGENCY CONDITIONS .....	33
ARTICLE 36: LOCALITY WAGE SURVEY .....	33
ARTICLE 37: NIGHT DIFFERENTIAL.....	34
ARTICLE 38: MERIT PROMOTION. ....	34
ARTICLE 39: NON-COMPETITIVE PROMOTIONS.....	35
ARTICLE 40: COMPETITIVE VOLUNTARY LATERAL TRANSFERS .....	36
ARTICLE 41: INVOLUNTARY REASSIGNMENTS.....	36
ARTICLE 42: RE-PROMOTION ENTITLEMENT .....	36
ARTICLE 43: DETAILS & TEMPORARY PROMOTIONS.....	36
ARTICLE 44: FITNESS FOR DUTY .....	38
ARTICLE 45: UNIFORMS .....	38
ARTICLE 46: DRESS CODE.....	38
ARTICLE 47: HOURS OF WORK .....	38
ARTICLE 48: OVERTIME .....	43
ARTICLE 49: ON-CALL.....	44
ARTICLE 50: SHIFT OPERATIONS.....	44
ARTICLE 51: SENIORITY .....	46

<b>ARTICLE 52: SUPERVISORY FILES CONCERNING EMPLOYEES' BEHAVIOR.....</b>	<b>46</b>
<b>ARTICLE 53: DISCIPLINARY AND ADVERSE ACTIONS .....</b>	<b>47</b>
<b>ARTICLE 54: METHODS FOR RESOLVING DISPUTES BETWEEN MANAGEMENT AND BARGAINING UNIT EMPLOYEES. ....</b>	<b>48</b>
<b>ARTICLE 55: DISCOVERY/INFORMATION EXCHANGE.....</b>	<b>57</b>
<b>ARTICLE 57: PRIVILEGING OF EMPLOYEES.....</b>	<b>60</b>
<b>ARTICLE 58: QUALITY OF LIFE.....</b>	<b>60</b>
<b>GLOSSARY.....</b>	<b>61</b>

## **FORWARD:**

-The terms he/she and him/her are used interchangeably throughout this document.

-The term Medical Department Activity (MEDDAC), used herein, unless otherwise specified, refers to the activities and employees of the MEDDAC, Dental Clinic Command (DENCLINCMD), and Veterinary Clinic (VETCLIN) on Redstone Arsenal.

-Civil Service Reform Act of 1978, Public Law 95-454, and Federal Service Labor – Management Relations Statute (FSLMRS) are different terms for the same law. FSLMRS is used throughout this document.

-No one other than the Commanders of the MEDDAC, DENCLIN, and VETCLIN are authorized to negotiate or enter into an agreement with the Union. The Commanders' may grant the authority in writing to an agency (e.g. CPAC) to negotiate specific issues but reserves the right to approve the results of said negotiations.

-Regulations referenced with "In Accordance With (IAW)" in this agreement are those in force as of the effective date of this agreement.

## **ARTICLE 1: Purpose**

### **Section 1. Union-Employer Relationship:**

The well-being of the employees and the efficient and economical operation of the MEDDAC require that orderly and constructive relationships be maintained between the Employer and the Union. The participation of the Union and the employees in the formulation and implementation of Employer policies and procedures affecting them contributes to the effective conduct of public business. The parties to this Agreement recognize that they must assume great responsibilities and must exercise proper restraint and good judgment to establish a stable and meaningful relationship based upon this Agreement. It is the purpose of this Agreement, therefore:

a. To identify the parties to the Agreement and define their respective roles and responsibilities under the Agreement.

b. To state the policies, procedures, and methods that will hereafter govern the working relationships between the Employer and the Union.

### **Section 2. Objectives**

It is intended this Agreement will meet the following objectives:

a. Insure Union and employee participation in the formulation and implementation of personnel policies and procedures affecting them and their conditions of employment.

b. Provide for the highest degree of efficiency and responsibility in the accomplishing of the MEDDAC and DENTAC missions.

c. Promote Union and Employer management relationships.

d. Facilitate the adjustment of grievances and/or disputes between the Employer and Union.

## **ARTICLE 2: Recognition and Coverage**

The Employer recognizes the Union as the exclusive bargaining representative for all eligible employees within the bargaining unit. The recognized bargaining unit includes, and this Agreement is applicable to, all current and future eligible employees of the MEDDAC, DENCLINCMD, and VETCLIN at Redstone Arsenal, Alabama, except the following categories of civilian employees:

a. Management officials, as defined in the Civil Service Reform Act of 1978 (PL 95-454)

b. Employees engaged in personnel work in other than purely clerical positions.

c. Supervisors, as defined in the Civil Service Reform Act of 1978 (PL 95-454)

d. Consultants.

e. Temporary employees (appointments for 90 days or less).

f. Confidential employees, as defined in the Civil Service Reform Act of 1978 (PL 95-454)

g. Any other employee excluded by the Civil Service Reform Act of 1978 (PL 95-454)

## **ARTICLE 3: Effective Date, Duration, and Changes to Agreement**

### **Section 1. Effective Date.**

This agreement, after signature of the President, Local 1858, American Federation of Government Employees and the Commanding Officers of MEDDAC, DENCLINCMD, and VETCLIN, shall be binding on the date signed, subject to post audit approval by the Department of Defense, Civilian Personnel Management Service, Field Advisory Services Division.

## Section 2. Renewal and Termination.

This agreement shall remain in force for 3 years from the effective date, and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing of their desire to terminate or renegotiate this Agreement. This notification must occur no more than 105 calendar days nor less than 60 calendar days prior to the initial expiration date, or to any subsequent expiration date. When notice is given by one party to the other to modify this Agreement, both parties shall, no later than 45 calendar days prior to the expiration date, indicate the article(s) and section(s), if applicable, in which changes are sought, together with a copy of the proposed changes(s). No later than 10 work days after submission by the parties of its written proposals, the parties shall meet to determine the date on which negotiations will begin. If a new or revised Agreement has not been negotiated and approved by the expiration date of this Agreement, then this Agreement will be extended until a new or revised Agreement is approved. If neither party shall notify the other within the time limit specified herein to renegotiate or terminate, this Agreement will remain in effect. Other arrangement can be mutually agreed to.

## Section 3. Amendment to Agreement.

Where changes in laws or regulations have the effect of negating or altering this agreement, a request for negotiations of amendments may be made by either party at any time. The nature of the desired revision and reasons therefor shall be given by the sponsoring party with a required response of 30 calendar days by the other party. Amendments shall be binding upon signature of both parties subject to post audit approval by the Department of Defense, Civilian Personnel Management Service, and the Field Advisory Services Division.

## Section 4. Pertinent Negotiable Items.

The parties agree that all pertinent negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that this Agreement will not be reopened except as provided in Sections 2 and 3 above or upon mutual consent of the parties.

## Section 5. Distribution.

Twenty copies of this Agreement and all amendments shall be provided by the Employer to the Union. It is further agreed that the MEDDAC Resource Management Officer and the MEDDAC library will make copies available to employees on a loan basis. An electronic copy will also be available on the Network.

## **ARTICLE 4: Rights and Obligations**

## Section 1. Mutual Right and Obligations

a. The Employer and the Union mutually agree that this collective bargaining agreement is the primary basis for labor-management relations.

b. Personnel Policies/Practices and Conditions of Employment.

1. The Employer shall be obligated to consult with the Union, and confer at the Union's request, on changes in personnel policies and practices and matters that would affect the conditions of employment of the persons in the bargaining unit as soon as possible and IAW Public Law 95-454.

2. The Union will be permitted reasonable time to present its written views and recommendations regarding the changes before the required implementation date.

3. The Employer will consider above views or recommendations of the Union before taking final action on any matter with respect to which the views or recommendations are presented.

4. The Employer will provide the Union a written statement of its decision on the matter at the earliest possible date when requested by the Union.

c. In the administration of all matters covered by this agreement; Management, the Union, and employees are governed by existing or future laws and applicable regulations.

d. The Employer and the Union agree that all provisions of this collective bargaining agreement shall be applied fairly and equitably to all employees in the unit.

e. Nothing in this agreement shall be construed as restricting either party from meeting with the other to consult.

f. The Employer and the Union shall consult, and then confer at the Union's request, with regard to Union representation on MEDDAC committees which impact on conditions of employment.

## Section 2. National Security

The Employer and Union jointly recognize in the interest of national security the requirement for orderly, economical, and efficient accomplishment of the Employer's missions. To this extent, the Employer and the Union agree that accomplishment of these missions will be a major consideration by the Employer and Union in their day-to-day association.

## Section 3. Employee Rights

a. All employees shall be treated with fairness and dignity.

b. The FSLMRS states, and the parties hereby recognize, that each employee in the unit shall have the right to form, join, or assist the Union, or to refrain from such activity, freely and without fear of penalty or reprisal. Each employee shall be protected in the exercise of such rights. Employees under this law also have the right:

(1) 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, the Congress, or other appropriate authorities; and

(2) To engage in collective bargaining with respect to conditions of employment through Union representatives.

c. Nothing in this agreement shall require an employee to become or to remain a member of the labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for payment of dues through payroll deductions and/or cash.

d. The employee maintains the right to consult with his or her supervisor or higher officials through appropriate channels on questions concerning personnel policies, regulations, and other matters pertaining to conditions of employment. The employee has the right to have a Union representative present in accordance with FSLMRS.

e. Employees have the right and shall be encouraged to bring matters of personal concern regarding conditions of employment to the attention of the Employer and the Union representative at the lowest level capable of resolving the matter.

f. A bargaining unit employee has the right to union representation in any meeting with the employer when the employee believes the meeting may result in disciplinary action. The employer will notify the employee as to the nature of the meeting so that the employee can make an informed decision regarding union representation. When such a meeting is held, every reasonable effort will be made to schedule it at a time and site which is acceptable to all of the participants.

g. When a Union official cannot adequately address a concern, investigate a complaint, or prepare for a grievance at an employee's work site, the employee will be granted reasonable time, to visit with the Union official at another area during their normal tour of duty. If mission requirements preclude the employee from leaving their work site at the requested time, the employer shall make arrangements to permit their absence and notify the employee.

h. All employees of the bargaining unit shall annually be informed of their rights, as set forth in FSLMRS (Public Law 95-454, Section 7114).

i. For the purpose of this paragraph, solicitation of employees during approved campaigns or drives in the bargaining unit means requests for contributions for the Combined Federal Campaign, participation in Savings Bond Drives, Blood Drives, or other approved solicitations which have been announced in generally published directives. Contributions from employees in the bargaining unit and participation by employees in the unit to solicit contributions shall be voluntary. There shall be no pressure on any employee in the unit to participate through any level of contributions. An employee in the bargaining unit may be requested to volunteer to solicit for contributions. The Union agrees to assist in seeking the needed volunteers.

j. The use of investigative methods employing equipment such as electrical, electronic, optical, chemical, or mechanical surveillance devices may be used for security purposes provided that the devices are used in accordance with laws and DOD regulations.

k. Consistent with the Employer's right to assign work to and determine methods and means of performing work, employees can expect assignments to be made consistent with grade levels and position descriptions.

#### Section 4. New Employees

a. At the beginning of each month, the Employer will provide the Union with a list of new employees that have been hired and their employment status, e.g. permanent or temporary.

b. If the employer utilizes a formal classroom format for new employee orientation then the Union will be provided 15 minutes to present content which is relevant to all new employees and not just bargaining unit employees. In the absence of a formal classroom orientation program, orientation checklists provided by the employer will include a requirement for bargaining unit employees to contact a Union representative. Additionally, Bargaining unit employees will be authorized to attend, at their discretion, the monthly Union orientation. During the formal classroom orientation or the "checklist meeting," the Union may encourage attendance. A Union representative and new Bargaining Unit employees will be granted not more than one-half of one hour of on-duty time to meet for an orientation. This must occur within the first 60 days of employment and will only occur once per month.

#### Section 5. Employer Rights and Obligations.

The Employer retains all management rights provided by the FSLMRS. Nothing in this agreement shall be interpreted to affect the authority of any management official to exercise such rights.

#### Section 6. Union Rights and Obligations.

AFGE Local 1858 retains all Union rights provided by the FSLMRS. Nothing in the agreement shall be interpreted to affect the authority of any Union official to exercise such rights.

#### Section 7. Conversion of Positions.

The employer will consult, and confer at the Union's request, on any position conversions affecting current civilian positions. The Employer will also consult with the Union regarding conversion of military positions to contract positions.

### **ARTICLE 5: Union Representation**

#### Section 1. Elected Union Officials and Appointed Officers of Local 1858

a. The Employer agrees to recognize the elected Officers, appointed Assistant Vice Presidents, Union representatives, and Stewards of the Union. All elected officers and appointed representatives will hereinafter be referred to as Union officials.

b. The union shall notify the employer of any changes of Union General Officers and MEDDAC Union officials.

c. The Employer agrees, if at all possible, to assign elected and appointed Union officials to the day shift to accomplish specific Union related duties.

#### Section 2. Performance of Union Duties

a. The Employer and the Union jointly agree that the interests of both parties will be best served by developing a climate of mutual respect and good working relations among all levels of their respective representatives. To this end, supervisors and Union representatives will:

(1) Meet informally to exchange information and resolve potential problems.

(2) Make every effort possible to resolve problems at the lowest organizational level.

b. The Employer agrees that there shall be no restraint, interference, coercion, reprisal, or discrimination against any Union officials because of the performance of Union obligations.

c. The Union agrees (whenever practicable) to utilize the telephone for local calls in performance of Union representational duties.

#### Section 3. Representational Duties and Official Time Use

a. Elected and appointed Union officials will be allowed a reasonable amount of official time for fulfillment of the Union's obligation under this agreement. Should a supervisor feel that her employee is using too much official time and that this is interfering with official duties, the Union official and the supervisor shall review the problem and attempt to resolve it at the lowest possible level. If the problem is not resolved, it will be referred to higher levels within the Union and Management for resolution. Official time utilized by Union officials will be for the purpose of:

(1) Consulting Employer on policy matters and conditions of employment.

(2) Consulting with employees on problems with policies and conditions of employment.

(3) Representing employees in preparing and compiling data for alternate dispute resolution procedures and presenting grievances to the Employer.

b. The Union agrees to conduct business with dispatch during working hours and shall not use Union positions for unwarranted absences from assigned work areas. Performance of Union duties shall not be accomplished during priority workloads.

c. A Union official's absence from official job duties will require that his or her supervisor be informed of the area or management the Union official will be conducting appropriate Union representational duties. AFGE Local 1858 retains all Union rights provided by the Civil Service Reform Act of 1978 (PL 95-454). Nothing in the Agreement shall be interpreted to affect the authority of any Union official to exercise such rights.

d. Union officials requiring official time for purposes outlined above will consult with his or her supervisor concerning this representational requirement. Should the supervisor have an imperative or overriding need for the employee to remain at the work site, the Employer shall inform the Union official promptly as to when he or she will be able to leave.

e. The Union agrees that prior to entering a work area other than the section to which assigned, the Official Union Representative will notify the appropriate supervisor and request to see an employee. Approval will be granted unless job duties dictate a need for delay.

f. The Union acknowledges that supervisors of Union officials will maintain accurate daily records that account for total time spent on appropriate labor-management business. Union officials shall assist their supervisor in maintaining accurate records.

## **ARTICLE 6: Labor-Management Relations**

a. It is agreed by the Union and the Employer that meaningful consultation and communication shall be established and maintained between the Union and the Employer. Consultation and communication shall characterize the relationship and be held as appropriate at every level of the Union and the Employer.

b. In mutual recognition of the obligations and responsibilities imposed on the parties by the FSLMRS, the Employer and the Union agree that there shall be meaningful consultation between them on proposed organizational changes. These consultations will be utilized to discuss such items as organizational changes, mission/function statements, and proposed changes in personnel.

c. The union shall determine if any bargaining unit employees will be adversely impacted by any proposed organizational change. If it is determined that an employee or employees in the bargaining unit will be adversely impacted, then upon the request of the Union, the Employer and the Union shall confer on the steps to be taken to alleviate such impact on the conditions of employment.

### **ARTICLE 6A: Contracting Out**

#### **Section 1. Employer Rights.**

The Union recognizes the Employer's right under the FSLMRS to determine the methods, means, and personnel required to accomplish the mission of the Employer. The Union also recognizes that the Employer has the right to make determinations with respect to contracting out.

#### **Section 2. Union Interest and Rights.**

The labor organization has a legitimate interest, right and obligation to negotiate on personnel, policies, practices, and other matters affecting conditions of employment for all employees of the bargaining unit. The Union and the Employer recognize that contracting out a service or function that has historically been performed by bargaining unit employees may have an adverse affect on the conditions of employment of the affected employees in the unit.

#### **Section 3. Impact and Consultation.**

When considering a contracting out action that would have an impact on the bargaining unit, the Employer will consult with the Union prior to the beginning of the contracting out process and provide any information available addressing the contracting out effort. When the decision is made to contract out work being performed, or work that could be performed, by employees of the unit, the Employer will consult or confer as appropriate

with the Union as early as practicable as to the impact on the conditions of employment of the employees in the unit.

## **ARTICLE 7: Training of Union Representatives**

It is agreed that proper training of Union Officials will benefit both Management and the employee. Administrative time for training of Union Officials will be available in the amount of hours obtained by multiplying eight tenths (0.8) of an hour by the number of civilian MEDDAC/DENCLIN/VETCLIN employees. This computation will occur at the beginning of the Fiscal Year. The total number of hours available for training will be no less than 96 regardless of staff size. Exceptions to exceed the total number of hours may be approved by the Employer. These hours may be used in any combination, by any Union Official provided that no one official receives more than 80 hours annually. The elected Vice President will provide a semi-annual report of who has used how many hours to the MEDDAC Personnel Office and is responsible for ensuring that the total hours are not exceeded. Requests for administrative time for training will be submitted to the supervisor as soon as possible. The Employer will likewise notify the union as soon as possible whether or not the request can be approved. Every effort will be made to approve requests for training. The earlier the request is received, the more likely the request can be accommodated. The request will include such information as the type of training, purpose, sponsorship, location, date, hours, general subject matter, phone number, and organization.

## **ARTICLE 8: Training and Employee Development**

### **Section 1. General**

a. The Employer and the Union agree that the training and development of employees within the MEDDAC is a matter of importance to both parties. The parties agree to stress to their employees the need for self-development and training to increase efficiency and improve potential for advancement.

b. Training opportunities will be based on the interests of the Employer and the Employee. Nomination and selection of employees will be made without discrimination IAW Article 10 (Equal Opportunity). Investing in our future through training of employees applies to both military and civilian employees. When training does not involve unique military requirements, civilian and military employees should be equally considered. However, recurring training (Continuing Education Unit (CEU) and Continuing Medical Education (CME)) required to maintain a license, which is a condition of employment, is ultimately the responsibility of the civilian employee. However, the Employer will provide employees enough on-duty time to meet their requirements. Further, the Employer will facilitate the process by maintaining a "central repository" of training opportunities.

c. The Employee and Employer agree to cooperate in ensuring that an accurate record of training is maintained. Employees are their own best career managers. Ultimately, it is the employees' responsibility to ensure that their personnel files accurately reflect all completed training. The employer will facilitate this responsibility by providing employees appropriate assistance and time to ensure their records are current, and careful and expeditious processing of all documents submitted for CPAC.

d. The Employer agrees to utilize local on-site training, i.e. Army Learning Center, telecommunications, etc., as its first means to satisfy training needs.

e. The employer may periodically offer self-help, wellness, or preventive classes. Documenting an employee's attendance at these classes in administrative or health records will not be construed or used to negatively impact the employee. For example, attendance at a "Violence in the Workplace" class will not be construed to imply the employee is violent.

## Section 2. Employer Directed Training:

When the Employer sends an employee to a college course or professional conference (locally or through Temporary Duty) to acquire a skill or generally enhance duty performance, if more than one employee qualifies the most senior employee as defined in Article 51 will be selected. This method of selection will be used to select employees for any subsequent training until all qualified employees have been provided an opportunity for training.

## Section 3. General Professional Development.

If any civilian employees are funded for the sole purpose of obtaining CEUs or general professional development, and not to meet a need of the Employer, then the Employer must ensure equity to include equity within professions and sub-professions. Funds available to pay Temporary Duty or registration fees may instead be used to offset tuition for college courses which were successfully completed with at least a grade of B.

## Section 4. College Courses.

Funds available to pay for general professional development may be used to offset tuition for college courses. The success or failure of an employee in the college course will be reflected on the employee's performance appraisal and be a determinant for future opportunities for training. This program will not be used as a means to obtain a degree but rather to provide the employee job related skills.

# **ARTICLE 9: Equal Opportunity**

a. Management practices at MEDDAC will demonstrate full adherence to the letter and spirit of appropriate laws, regulations, and policies guaranteeing equal

opportunity to all persons without regard to race, color, religion, gender, national origin, age, disability, marital status, and lawful political or other affiliation.

b. The parties shall cooperate to the fullest extent to assure equal opportunity. This includes but is not limited to, training, promotion, awards, federal recruiting programs, and other conditions of employment.

c. Activities, facilities, training programs and services operated, sponsored, or participated in by MEDDAC will be made available to employees without discrimination as defined in this article and applicable law.

d. The Affirmative Action Program is designed to correct an under representation of minorities and women in the work force. The Employer acknowledges their responsibility in complying with applicable affirmative action laws and regulations. The Union agrees to work in concert with the Employer in support of Affirmative Action.

e. The Installation Equal Opportunity Officer shall provide a copy of the annual progress report on the Equal Employment Opportunity Program to the Union, an also a copy of published statistical information to the Union when such information is specifically requested and identified by subject matter.

#### **ARTICLE 10: Sexual Harassment.**

a. The Employer's policy is to provide a workplace free of sexual harassment. This prohibition applies to anyone of the same or opposite sex. Prohibited actions include but are not limited to :

(1) Unwelcome touching, sexual advances, or requesting of sexual favors.

(2) Verbal or physical conduct of a nature that creates an intimidating, hostile, or offensive environment, e.g. making continued requests for social engagements once an individual has stated that he is not interested in such activities or constantly commenting on an individual's physical attributes.

(3) False accusations of sexual harassment.

b. It is incumbent on the offended party to immediately inform the offending party that their verbal or physical conduct is offensive or unacceptable.

c. Accusations. Accusations of sexual harassment should be supported by documented proof and/or witnesses.

d. Disciplinary or Adverse Actions. Individuals sexually harassing others and/or those making false accusations may receive disciplinary or adverse actions IAW AMCOM Regulation 690-25 and Army Regulation 690-700.

## **ARTICLE 11 Civilian Counseling Services (CCS)**

a. The CCS is a manpower conservation program. It is designed to assist employees with a variety of problems including emotional (e.g. stress, grief, depression, etc.), financial, marital, drug and alcohol abuse, family, and legal issues with a goal of maintaining trained and productive employees. These services include the Employee Assistance Program (EAP), the Alcohol and Drug Abuse Prevention Control Office (ADAPC), the Center for Drug and Alcohol Treatment (CDAT), and the Behavioral Medicine Division (BMD). The Employer and the Union will support the employee in their CCS activities.

b. In accordance with law and regulation:

(1) the CCS will offer counseling or referral to the employee and/or their family members for those services for which they qualify, and

(2) employees utilizing CCS or referred services will be placed in the appropriate duty status (i.e. sick leave vs admin leave)

c. It is important that supervisors recognize mental illness, alcoholism, drug abuse, and emotional problems (e.g. stress, grief, depression, etc.) as treatable conditions that may create behavioral problems and affect performance. While employees are always able to self refer, supervisors will encourage employees who they feel may benefit from CCS to voluntarily seek assistance. When an employee's job performance is perceived to decline and the cause can be attributed to personal problems, the Employer can direct the employee to be evaluated by CCS. However, participation in any recommended treatment is voluntary.

d. Protection from adverse action is dependent upon the employee's agreement or refusal to participate in recommended treatment and will be provided IAW law and regulation. The focus by supervisors is restricted to the issue of job performance. Opinions and judgments on employees with alcoholism, medical behavioral problems, or drug use, are prohibited. It must be re-emphasized that all referrals by supervisors must be made on an objective and factual basis.

e. All communications with the CCS services will be strictly confidential and will not be disclosed except as authorized in writing by the employee or as required by law and regulation. An employee may seek assistance through the CCS without fear of jeopardizing job or promotion opportunities. The Employer will not use information given by the employee in a CCS Service Program in subsequent personnel actions.

f. One major component of the CCS is prevention of and treatment for alcohol and drug abuse. The Center for Drug and Alcohol Treatment (CDAT) will provide outpatient treatment for alcohol and drug dependency.

#### **ARTICLE 12: Competitive Area**

The Employer and Union agree to retain current competitive areas unless changes are directed by higher headquarters. Consultation will occur if changes are directed.

#### **ARTICLE 13: Competitive Level**

a. Jobs so similar in all important aspects that the employees can be readily moved from one job to another without significant training and without unduly interrupting the work program will be placed in the same competitive level. Employees will be informed of their initial competitive level and of subsequent changes.

b. When requested by an employee, the Employer will grant a competitive level review if the employee feels his competitive level assignment is improper. If the question is not satisfactorily resolved, the employee may request Union representation.

#### **ARTICLE 14: Position Classification Standards**

a. The Employer agrees to send to the Union all proposed new or changed Classification Standards which are referred by higher headquarters to the Employer for comments. The Union will have the opportunity to review such proposed Classification Standards and provide written comments to the Employer in a timely manner.

b. The Employer will forward the Union's comments to the higher headquarters from which the proposed standards were received. The Employer shall inform the Union in writing of the disposition of the proposed change.

#### **ARTICLE 15: Job Description**

a. Job descriptions will be written based upon the duties and responsibilities assigned to positions. All positions with identical assigned duties will be covered by the same job description.

b. A job description will be provided to all bargaining unit employees when they are first placed in a position. If the job description changes, an amended copy will be distributed to affected employees.

c. When the term "other duties as assigned" or its equivalent is used in a job description, the term is understood to mean tasks which are closely related to the position and are of an incidental nature and are within the scope of the job description

## **ARTICLE 16: Job Classification**

a. The Employer will establish positions that are in consonance with mission requirements.

b. Any employee in the bargaining unit who believes that his or her position is improperly classified will first consult with his or her supervisor for information as to the basis for the classification of his position. If the employee is not satisfied with the explanation received, the supervisor will request consultation by a classification specialist of the Civilian Personnel Advisory Center (CPAC) with the employee and the supervisor in an effort to resolve the employee's dissatisfaction informally.

c. In the event that the employee's dissatisfaction concerning the classification of his position cannot be informally resolved, he will be informed by the supervisor as to appeal channels that are available to him as prescribed by classification appeal regulations and procedures. He may designate a representative of his choosing.

d. When a determination has been made by the Employer to change the grade of a filled position to a lower grade in a classification action, the Union President will be notified prior to final implementation.

## **ARTICLE 17: Within Grade Pay Increases**

a. Federal Wage System employees advance automatically to the next pay step by receipt of a within-grade increase (WIGI) with current ratings of record of at least Successful Level 3 so long as they satisfy the time requirements.

b. General Schedule (GS) employees must also be rated at Successful Level 3 or higher and satisfy time requirements to be eligible for within-grade increases. If however, the current rating of record does not support an accurate Acceptable Level of Competence (ALOC) determination (for example, a GS-07 employee has a current rating of Successful Level 3 but has been experiencing performance deficiencies for the past 4 months so that the current level of performance is below Successful Level 3), the Rater must prepare a new rating of record to justify the ALOC decision. A minimum of 120 days under a set of standards is required to render an evaluation. Such appraisals should be coordinated with the servicing civilian personnel representatives and must comply with the requirements for a "Fair" or "Unsuccessful" rating as outlined in Article 30. Copies of appraisals used to deny WIGIs should be included in the adverse action files (AR 690-500, chapter 531).

c. The supervisor will keep the employees currently advised of their performance. The determination as to whether an employee is or is not performing at an acceptable level will be based on employee's performance during the waiting period.

d. The employee can appeal a negative determination to the commander within 15 calendar days. The commander will make a determination within 15 calendar days of the appeal. If the commander upholds the negative determination, the employee will be informed of the decision in writing. The written notice of determination will include a statement to the effect that the employee has the right to appeal the decision through the Merit System Protection Board (MSPB) and include the time limits for initiating such appeal. This article is the exclusive procedure for addressing matters concerning within-grade increases. Negative determinations are therefore excluded from the grievance procedure in this agreement.

#### **ARTICLE 18: Civilian Position And Staffing Documentation**

The Employer will provide the Union with documentation that delineates all funded civilian positions, including vacancies, and specifies who is slotted in which position. This documentation will be provided semi-annually or at the request of the Union. A Table of Distribution authorization does not serve as a determinant of whether a position is officially established for any purpose to include official approval of pay category, title, series, grade, or seniority and will not be used in management decision such as involuntary reassignment.

#### **ARTICLE 19: Reduction in Force, Transfer of Function and Furloughs**

##### **Section 1. Notification.**

a. The Employer will notify the Union as far in advance as possible of an anticipated reduction-in-force (RIF), transfer of function (TOF), or furlough. The Employer will also provide:

- (1) An explanation of the requirement for the RIF or TOF
- (2) The approximate number of employees who may be initially affected.
- (3) The job series and competitive levels that may be initially involved.
- (4) The anticipated date the action will be taken.

b. The Union will notify the Employer within 15 calendar days whether they wish to negotiate the impact and implementation of a RIF, TOF, or furlough.

c. The parties shall meet and negotiate within 30 calendar days from the notification. Such negotiations will not impede or negate the management right to implement the RIF, TOF, or furlough.

d. Employees affected by a RIF, TOF, or furlough will be afforded rights in accordance with appropriate regulations.

## Section 2. Retention Registers.

Retention registers for the bargaining unit will be provided within three months after the effective date of this agreement and changes will be provided on a quarterly basis. In regard to a RIF, copies will be furnished each time an update is published. This register is normally provided by CPAC.

## Section 3. Reemployment Priority List.

The name of any career or career-conditional employee who is separated by RIF action shall be placed on the Reemployment Priority List in accordance with appropriate regulations unless the employee desires otherwise. Employees who notify the Employer at the time of separation that temporary employment will be accepted will be considered for positions for which qualified on a temporary basis based upon their relative standing on the retention registers. Acceptance of a temporary position on the Reemployment Priority List will not affect eligibility for reemployment in a permanent position.

## Section 4. Employer Responsibility.

In the event of a Reduction in Force, the Employer will be responsible for obtaining from the appropriate State Employment Service information concerning current training programs sponsored by the State and/or Federal Government for which the affected employees may be eligible and how to apply for such training.

# **ARTICLE 20: Reorganization**

The Union will be briefed in the following manner:

- a. Briefed by the organization having the reorganization.
- b. Briefed as soon as possible prior to the organization being established.
- c. The briefing will show present organizational structure and the proposed organizational structure to include grade, title, and series.
- d. The Union will be furnished the proposed reorganization information as appropriate.

e. Any planned adverse actions will show the grade, series, title, and names of employees affected when available.

f. At the time that additional information is known, the Union will be notified.

## **ARTICLE 21: Part time employment**

In cases where a full-time employee wishes to convert to a part-time position, he will make such request to his supervisor. The Employer will make a good faith effort to accommodate the employee's request. Conversion from a full-time to part-time employee and the reverse can only be made with the employee's written request and management approval. Employees who accept or convert to part-time positions have no guarantee of reinstatement to full-time employment; however, management will make good faith efforts to accommodate the employee's request. When requests are simultaneously received, seniority will receive priority for approval; otherwise the first request in writing will receive priority.

## **ARTICLE 22: Temporary and Probationary Employees**

### **Section 1. Temporary Employees.**

Temporary employees whose appointments are for more than 90 days are members of the bargaining unit. Barring exceptional circumstances beyond the Employer's control, temporary employees in the Bargaining Unit will be given not less than seven (7) days notice of the termination of her appointment. Employees will be briefed on the conditions of employment unique to their status as temporary employees upon assuming their duties. Temporary employees shall not be used to circumvent promotion principles (e.g. hiring a temporary employee to avoid promoting a current employee).

### **Section 2. Probationary Employees.**

The employer agrees to provide Probationary employees a reasonable and fair opportunity to perform their duties in a satisfactory manner. The Employer agrees to evaluate the performance of probationary employees during the probationary period and to counsel with the employee concerning performance deficiencies. The Employer shall give the employees the results of any interim review. Barring exceptional circumstances beyond the Employer's control, probationary employees will be given at least seven (7) days notice of their separation. Employees will be briefed on the conditions of employment unique to their status as probationary employees upon assuming their duties. Probationary employees have the right to Union representation. However, given the unique status of a probationary employee, the employee's right to grieve is limited by FLSLRMS

## **ARTICLE 23: Reserved Parking**

The limits for reserved parking in the following categories are:

- a. Employee Recognition (Military and Civilian) Slots – 6 slots
- b. Senior Management – 6 slots
- c. Official Vehicle – 6 slots
- d. General Officer – 3 slots
- e. The number of slots designated as handicapped will be determined by law and regulation.
- f. Close in parking slots may be designated “Patient/Customer Only” provided that adequate slots remain for all staff members
- g. The loading dock is not included in the above allocations. The limits above are inclusive of all other MEDDAC/DENCLIN/VETCLIN buildings and their associated parking lots.

## **ARTICLE 24: AFGE Communication**

- a. In buildings with a large concentration of employees in the bargaining unit (100 or more) where more than one bulletin board is available, an existing bulletin board will be designated for Union use. When separate bulletin boards are not available, the Union will be provided space on existing bulletin boards for placement of AFGE New Bulletins and other local business announcements.
- b. Post Distribution. The Employer agrees to distribute informational literature or correspondence for the Union in the regular post distribution system. Distribution will occur in accordance with AMCOM Regulation 340-8. Quantities will conform to any other organization at Redstone Arsenal.
- c. Electronic Communication. The union is permitted to use electronic mail to communicate with bargaining unit members. The union may set up and maintain a mail group to do “mass mailings” only to the bargaining unit members. The Union may also establish a “folder” on the network for members to access.

## **ARTICLE 25: Damaged or Lost Government Property**

When potential negligence is suspected in the damage or loss of government property the Employer will initiate a Report of Survey.

If upon initiating a report of survey, or during the course of a report of survey, it becomes apparent that a bargaining unit employee may be held liable for lost or damaged property, the Employer will notify the Union. The Union may appoint an individual to assist the Report of Survey Officer (ROSO) in the investigation. The purpose of the Union Representative is not to defend the Employee but rather to represent the Bargaining Unit Employee's interests in a fair and impartial investigation of the facts. If the ROSO and Union Representative agree in their conclusion then the findings will be forwarded to the Report of Survey deciding official. If the ROSO and Union Representative disagree then the Union Representative will forward his dissenting opinion to the deciding official.

## **ARTICLE 26: Travel**

### **Section 1. General.**

Travel requirements will be accomplished in accordance with appropriate laws and regulations.

### **Section 2. Hours of Travel.**

Within the Employer's right to assure efficiency of workforce operations, to the maximum extent practicable, travel will be scheduled during duty hours. In the event a supervisor schedules an employee to travel in other than normal duty hours, he or she, upon the employee's request, will furnish the employee in writing the reasons for necessity of such a schedule.

### **Section 3. POV Travel.**

Costs of transportation, arrival and departure times for Privately Owned Vehicles (POV) travel will be determined in accordance with the JTR.

### **Section 4. Duty Status.**

a. Time spent in a travel status away from the official duty station of an exempt employee is not "hours of work" unless the travel:

(1) involves the performance of work while traveling; or

(2) is carried out under arduous conditions; or

(3) is incidental to travel that involves the performance of work while traveling; or

(4) results from an event which could not be controlled administratively.

Any pay due an exempt employee for the time in a travel status in connection with any one of the four conditions listed above will be paid on the same basis as if the employee were at his normal work site.

b. The Fair Labor Standards Act (FLSA) of 1938, as amended by Public Law 93-259 (8 April 1974), applies to Federal employees who are not exempted from that statute in accordance with its terms. For nonexempt employees, the FLSA provides that:

(1) Time spent traveling shall be considered hours of work if:

(a) An employee is required to travel during regular working hours;

(b) An employee is required to drive a vehicle or perform other work while traveling.

(c) An employee is required to travel as a passenger on a 1-day assignment away from the official duty station; or

(d) An employee is required to travel as a passenger in an overnight assignment away from the official duty station during hours of non-workdays that correspond to the employee's regular working hours.

(2) An employee who travels from home before the regular workday begins and returns at the end of the workday is engaged in normal "home to work" travel; such travel is not hours of work, when an employee travels directly from home to a temporary duty location outside the limits of his or her duty station, the time the employee would have spent in normal home to work travel shall be deducted from hours of work as specified in paragraphs (1)(b) and (1)(c) of this section.

(3) An employee who is offered one mode of transportation, and who is permitted to use an alternative mode of transportation, or an employee who travels at a time other than that selected by the Employer, shall be credited with the lesser of:

(a) The actual travel time which is hours of work under this section,  
or

(b) The estimated travel which would have been considered hours of work under this section had the employee used the mode of transportation offered by the Employer, or traveled at the time selected by the Employer.

(c) Nonexempt employees must be paid in accordance with the provisions of the FLSA.

## Section 5. Claim Disputes.

When disputes arise concerning the disallowance of a travel claim, the employee and his representative will discuss the matter with the travel requesting official. If no settlement is reached at this level, the employee and his or her representative may contact the travel pay office for solution, guidance, or further processing to higher authority.

## Section 6. Rental Vehicles and Off-Site Travel.

a. In the event that an employee is not authorized a GSA or commercial rental vehicle while on TDY, all bus, limousine, or taxi fares that are not used for personal business and are travel requirements related to government business will be paid by the Employer. If the employee is authorized a rental vehicle, the expense for the rental vehicle may be charged to the traveler's Government furnished credit card.

b. In those circumstances where the Employer makes the rental car reservations for the employee, the employee shall not be required to determine the cost effectiveness of such reservations. The employee shall be responsible for assuring that the rate charged by the rental firm does not exceed the rate stated on the reservation notice. Employees are expected to be conscientious guardians of the taxpayers' funds, to use the rental car only in accordance with the current JTR and to forego use of a rental car if an opportunity for a cheaper alternative exists that does not adversely affect the traveler's mission.

## Section 7. Government Travel Credit Card Program.

Employees shall utilize the government travel credit card program for advances and travel expenses IAW applicable regulations.

## **ARTICLE 27: Health Plans**

Each employee of the bargaining unit will be advised in writing once a year, by the Employer, of all available Health Plans. The Employer will distribute Health brochures, after notification that an open season or change to the plan is anticipated. The Employer will refer any questions on the AFGE plan to the Union in a timely manner. Representatives of available Health Plans will be allowed access to the Arsenal and furnished office space at least one time a year to explain the Health Plan to interested employees and to answer questions. These visits will be announced by the Employer.

## **ARTICLE 28: Workers' Compensation**

a. The Federal Employees Compensation Act (FECA) provides for benefits to employees of the Command who are injured, become ill, or die as a consequence of

their employment. Such benefits are available to Bargaining Unit members and shall constitute the remedy for work-related or disease for Command employees.

b. The Civilian Personnel Advisory Center is responsible for coordinating the FECA program and for ensuring that employees are aware of benefits to which they are entitled. The Installation Commander representing the Medical, Safety, and Inspector General's Offices shall have the responsibility for processing and investigating claims under the compensation program. In cases of dire financial need when the employee has been in a non-pay status, the Commander or his representative shall contact the Office of Worker's Compensation Program (OWCP) to expedite the claim.

c. When there is an on-the-job injury, the injured employee should obtain medical attention as soon as possible. An injured employee shall report every injury to the supervisor within required limits.

d. The injured employee or a person acting for him shall complete the required injury forms and give them to the immediate supervisor. The employee must supply specific details concerning the injury. The supervisor will fill out the necessary forms and forward them to the appropriate organization within required time limits.

e. If any employee feels he or she has not received fair treatment regarding an on-the-job injury or occupational disease, it may be reported to the Compensations Claims Office.

f. The Union may assist an employee with Compensation Claims at the Employee's request.

g. The Employer will ensure that all members of the Bargaining Unit are made aware of their rights covering Worker's Compensation.

h. The Employer's Worker's Compensation Specialist will provide the employee information and assistance in processing an injury claim.

i. When a representative of the Union is authorized by the employee to represent him in a Compensation Claim, the representative shall be afforded cooperation by civilian personnel officers, medical official(s), safety officer(s), and the supervisors involved. Further, when a Union representative is required to attend a compensation hearing that is held by the Labor Department he shall be carried in a duty status for that period of time.

## **ARTICLE 29: Survivors – Benefits Orientation**

In the event that a Bargaining Unit employee dies, the Employer shall contact the surviving spouse or eligible survivor as soon as possible but no more than 12 workdays following the employee's death to arrange a briefing concerning the survivor's rights and

benefits. The briefing will be conducted by an expert in the field of survivor's rights and benefits. The briefing will be held at the earliest possible date.

## **ARTICLE 30: Total Army Performance Evaluation System (TAPES)**

The Employer agrees to assure fair and equitable treatment regarding performance appraisals of all employees in the bargaining Unit by all levels of supervisors.

### **Section 1. Performance Plans:**

Within 30 days of the beginning of the rating period, the rater will meet with the employee to discuss the objectives that will be rated and establish the performance plan. The employee will be given the opportunity to provide input that will be considered by the rater before implementing the performance plan. The plan shall be written where objectives are reasonably attainable, measurable, and tell what is required for success. A legible copy of the performance plan will be given to the employee at the beginning of each rating period. If the performance plan changes during the rating period, the employee will be counseled by the rater on the proposed changes and will be given the opportunity to provide input for consideration. The employee will not be rated until having served 120 days on the new or adjusted performance plan.

### **Section 2. Performance Counseling:**

Performance counseling will be done three times a year at approximately four month intervals. The counseling will be reduced to writing with a copy given to the employee. The employee may make written comments concerning the counseling session and provide them to the rater for the record. The rater shall give examples of excellence to the employee on how to exceed his/her performance objectives.

### **Section 3. Incident Counseling.**

Supervisors shall evaluate employee performance through informal discussion at the time of specific incidents which point out strengths, weaknesses, needs, and attributes.

### **Section 4. Performance Evaluation.**

a. Official assignment of ratings will be based on performance requirements. If an employee desires, he/she may at any time discuss the performance requirements of his/her position with the supervisor. Whenever possible, performance appraisals will be thoroughly discussed with the employee. These discussions will be in private.

b. The assignment of an unsatisfactory rating shall be supported by appropriate, objective, and factual data. Such factual data will be typical of the employee's performance. An unsatisfactory rating will be given only after compliance with pertinent regulations

c. Prior to an employee receiving a less than satisfactory (No. 3) rating, the employee will be counseled with and given the opportunity for improvement. If the employee is not meeting his/her performance plan, the rater must discuss this with the employee and assist the employee in improving said performance, e.g., training, closer supervision, and short-term goals.

d. If progress has been made in a task but has not been completed for reasons beyond the employee's control or by mutual agreement, the rater shall evaluate only the completed portion. If the rater places notations on the forms reflecting accomplishment of responsibilities/objectives, the date of accomplishment will be included. If an employee does not perform duties for reasons beyond their control (e.g. the employee is on sick leave due to a car accident and not at work to perform a duty) or are never assigned any duties related to an objective, the rating will read N/R (not rated). If entry into a new position occurs less than 120 days before the previous rating period ends (and the minimum rating period of 120 days has been served), the employee will receive an early final performance rating. If entry into a new position occurs 120 days or more before the previous rating period ends (and the minimum rating period of 120 days has been served), the employee will receive a special rating from his/her present rater within 20 workdays after the employee leaves the position.

#### Section 5. Ethics and Values.

Department of the Army (DA) values and ethics evaluations are intended to document positive aspects of the employee's contributions that do not necessarily result in work output. As part of performance counseling sessions, raters will advise employees of how the employee is or is not supporting DA values and ethics and indicate what action the employee may take to show support. Employees may make comments regarding values and ethics on the rating form or by addendum as appropriate. DA Values and Ethics are not part of the evaluation calculation.

#### Section 6. Performance Improvement Plan (PIP).

a. An employee whose performance is less than satisfactory (level 3) will be placed on a PIP for at least 60 but not more than 90 days to bring performance up to acceptable levels.

b. All other aspects of the TAPES will be done in accordance with the AR 690-400, Chapter 4302, in effect as the date of this Agreement.

### **ARTICLE 31: Performance and Incentive Awards**

a. The Union recognizes that the Employer has the responsibility for development and implementation of an Incentive Awards program IAW appropriate laws and regulations.

b. The Employer will publish a quarterly and annual performance and incentive award report that details the number of awards by type and amount. This report will not announce who got award or relate awards to specific individuals. This report will be available on the public drive.

c. Employee promotions will be announced via a newsletter, electronic mail, or similar manner.

## **ARTICLE 32: Consultants and Experts**

a. The Employer acknowledges its responsibility to adhere to regulations and appropriate laws regarding the use of experts and consultants.

b. Consultants or experts shall not be employed to avoid the competitive merit promotion procedures.

c. Consultants shall not supervise any Employees in the Bargaining unit

## **ARTICLE 33: Safety**

a. The Employer will provide a safe and healthful work place that complies with applicable laws and regulations relating to the Safety and Health of all employees. All employees, supervisors, and management officials are responsible for prompt reporting of observed unsafe conditions.

b. The Employer agrees to compile and maintain a record of all known accidents and reported possible causes of potential accidents.

c. The Employer and the Union agree that one employee, from the organization affects, recommended by the Union, will be appointed to membership to each formal organizational Safety Committee. The Union agrees to support fully and promote the principles and regulations of the Installation Safety Program through their communications media and will cooperate with the Employer in specific safety campaigns.

d. In accordance with 29 CFR 1960.46(a), employees may decline work under limited conditions when the duties assigned pose an imminent risk of death or serious injury and there is reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures.

e. The Employer and Employees will adhere to regulations governing providing and wearing/using special tools and protective clothing.

## **ARTICLE 34: Leave**

### **Section 1 Annual Leave**

a. Employees shall earn annual leave in accordance with applicable laws. Accrual of annual leave is a right of the employee and its accrual may not be denied. The taking of annual leave is also a right of the employee, subject to leave being scheduled in accordance with work requirements. Every reasonable attempt will be made to satisfy the desire of employees with respect to approving annual or emergency leave.

b. Leave is "locked in" once the supervisor has approved a leave request. When the Employer finds it necessary to cancel previously approved leave or deny requests for annual leave, it will be based upon factors which are reasonable, equitable, and which do not discriminate against any employee or group of employees. The reasons for such actions will be provided in writing when requested by the employee. The employer will not deny leave solely because an employee's absence would necessitate granting compensatory/over time to the requesting or other employee.

c. Employees will project their annual leave as far in advance as possible. Annual leave should be requested no less than 30 days in advance. For those employees whose absence would affect an appointment schedule, their requests must precede the publication of the schedule. Requests for annual leave received less than 30 days from the requested date may be granted as mission allows but will not be considered a right requiring justification as stated in "b" above. Occasional requests for leave not meeting the 30 day time-frame should not be negatively interpreted by supervisors as unscheduled leave. Conversely, repetitive requests for unscheduled leave which do not meet the 30 day time frame is not acceptable and may result in a Letter of Instruction IAW Section 7 of this article.

d. Employees who want to exercise seniority privileges and ensure an approved leave date, must submit their projected leave dates no later than 31 DEC for the coming calendar year (beginning of first full pay period in the coming year to the end of last pay period which begins in the coming year). When projected annual leave dates for employees conflict, and can not be resolved by the employees and supervisor, seniority as defined in Article 51 will determine who receives leave on the conflicting dates. Seniority for leave purposes will only apply within one work group or to the employees' of one supervisor. For example, the seniority of a clerk in the DENCLIN or DCA arena does not affect a leave decision on a clerk in the Pediatric Clinic. Seniority will not be used to de-conflict leave dates which are requested after 31 DEC. Requests submitted after 31 DEC will be granted on a "first come first served" basis. )

e. Employees will not be denied leave during the winter holiday season for the sole reason of allowing military members to participate in the half-day or day-on-day-off holiday schedule.

## Section 2. Sick Leave

a. The Employer will administer sick leave in accordance with applicable laws and regulations including the Family Medical Leave Act and Family Friendly Leave Act.

b. Advanced sick leave of up to 240 hours may be granted in deserving cases. Deserving cases are those where: there is an illness or disability that exceeds five consecutive workdays, the illness is supported by a medical certificate, the employee has exhausted all available accumulated sick leave, and there is a reasonable assurance that the employee will return to duty and subsequently accrue sufficient sick leave to repay the advanced leave. The Employee will submit a written request for advancement of sick leave in accordance current Civilian Personnel procedures and will provide his supervisor with the required medical certificate at the time the request for advance sick leave is submitted.

c The employer will make every effort to accommodate an employee who is placed in a limited work status in accordance with appropriate regulatory guidance.

d. Normally, absences of up to three workdays may be substantiated by the employee's personal certification, but absences in excess of three workdays will be supported by a medical certificate or other administratively acceptable evidence. Under certain circumstances and in accordance with applicable regulations, the supervisor may accept a signed statement by the employee, describing the nature of his or her incapacity and the reasons why a doctor's certificate was not obtained, in lieu of a doctor's certificate. The certificate or other evidence of incapacity must be submitted to the employee's supervisor on the day returned to duty.

e. Any employee who occupies a position in security, utilities services, health center services, and military operations, to include training and training support, may be required by policy of the MEDDAC or DENTCLIN to notify his supervisor or the supervisor's designated representative of his need for emergency leave no later than fifteen minutes prior to the start of his or her scheduled tour of duty. Except where circumstances beyond the control of the employee do not permit, the employee will obtain approval of the use of emergency sick leave from his supervisor or the supervisor's designated representative at the telephone number provided by the supervisor.

f. When a supervisor has valid reasons to believe that sick leave is being abused they may issue a Letter of Instruction IAW Section 8 of this article.

g. The Voluntary Leave Transfer Program will be fully supported IAW regulation.

## Section 3. Maternity/Paternity Leave.

Maternity/Paternity leave will be granted in accordance with the Family Medical Leave Act and Family Friendly Leave Act and other appropriate regulations.

#### Section 4. Blood Leave.

The Employer will grant five hours of administrative leave for the purpose of donating blood each time that the employee participates in authorized blood programs. This five hours includes travel time and donation time. To qualify the employee must contribute blood. Employees who are not accepted to give blood must return to work or request appropriate leave from their supervisor. The five hours of administrative leave, if taken, must be taken on the day of giving blood.

#### Section 5. Guard and Reserve Active Duty for Training (ADT) Leave.

Leave for Guard/Reserve ADT is limited to a maximum of 15 calendar days during each year, regardless of the number of training periods in the year, and whether the leave is taken intermittently or all at one time. The only exception to the 15 day rule occurs when 15 days is carried forward from a previous fiscal year. In this unique circumstance, ADT leave is limited to 30 days. This leave must be scheduled IAW Section 1.c. of this article. Employees are required to provide appropriate documentation (orders) for each ADT period charged. Drill time is separate from ADT Leave. If an employee's work schedule and drill time conflict, the employee must account for drill time (e.g. chargeable leave, leave without pay, etc.). However, the employer will make every effort to adjust the employee's schedule to align non-duty and drill time.

#### Section 6. Voting and Registration Leave

a. The Employer agrees that employees will be excused to vote or register in national, state, and local elections or referendums for periods of time that may be necessary to insure them an opportunity to vote on an election day in accordance with the Department of the Army (DA) regulations. The Employer and Union agree that, as a general rule, where polls are not open for a national, state, or local election or referendum, at least three hours, either before or after an employee's regular hours of work, the employee may be granted an amount of excused leave which will permit him or her to report to work three hours after the polls open or leave work three hours before the polls close, whichever requires the lesser amount of time off.

b. Employees will use absentee ballots whenever possible. However, in the event of exceptional circumstances where the general rule as described in paragraph a above does not allow an employee sufficient time to vote, the employee may be excused for such additional time as may be needed to enable her to vote, depending upon the particular circumstances involved in her particular case. Such time shall not exceed a full day. Time in excess of one day shall be charged to annual leave and if annual leave is exhausted, then to leave without pay.

c. The Employer further agrees that for an employee who votes in a jurisdiction which requires registration in person, the employee may be granted time off to register on substantially the same basis as for voting, except that no such time off shall be granted if the employee can register on a non-workday.

#### Section 7. Other Leave.

All other types of leave will be requested, processed, and granted/denied IAW appropriate regulations.

#### Section 8. Letter of Instruction (LOI).

When a supervisor has valid reasons to believe that leave is being abused, the employer may issue a LOI requiring the employee to submit justification for absences. For example, a doctor's certification of incapacity for all occurrences of sick leave or garage receipt for auto repairs necessitating unscheduled leave. The LOI will also state the factual reasons that justify the issuance of the LOI. The LOI is not in itself a disciplinary action and will automatically expire after 6 consecutive months. However, the supervisor may remove this restriction prior to the six month expiration or re-issue it as necessary. Failure to comply with the requirements of the LOI can result in disciplinary action.

### **ARTICLE 35: Inclement Weather and Emergency Conditions**

a. Inclement Weather. When all or part of Redstone Arsenal is closed by the Installation Commander because of climatic or hazardous conditions, employees whose presence at work is necessary for reasons of morale, health, welfare, or essential activities are not granted excused absence. Employees so designated by the employer will be notified in writing. Notification of closures will be made through the public media.

b. Emergency Conditions. In the event of a disaster necessitating the activation of the Emergency Preparedness Plan, civilian employees who are needed may be called in and are expected to report to work if at all possible. Civilians' home phone numbers will be included on notification/recall rosters.

### **ARTICLE 36: Locality Wage Survey**

a. The Employer agrees to inform the Union when notification of a locality wage survey is received from higher authority.

b. The employer agrees to support a Redstone Arsenal locality wage survey by providing up to one employee for a maximum of forty hours for training and conduct of survey and eight hours for testifying as necessary. The name of the selected employee

shall be submitted in writing to the employer and Civilian Personnel Advisory Center. Mission requirements will be considered in selecting representatives.

c. The Employer agrees to notify the Union of the results of the survey prior to letting news releases by the Employer and will advise the DOD Wage Fixing Authority of the agreement.

#### **ARTICLE 37: Night Differential.**

Employees will be paid night differential in accordance with applicable laws and regulations.

#### **ARTICLE 38: Merit Promotion.**

The minimum area of consideration may vary depending on the needs, attracting applicants, manpower/budget restrictions, and the number and quality of applicants expected. When a request to recruit from within only the MEDDAC's area of consideration has been approved (stopper list has been cleared), there must be a minimum of two qualified employees. It is not necessary that more than one apply. If less than two qualified employees exist, additional competitive areas must be included in the area of consideration.

Announcements will be open for a minimum period of ten workdays. Vacancy announcements will be posted on the Army web page when the area of consideration includes competitive areas other than MEDDAC. When an announcement is limited to the MEDDAC, it will be posted through electronic mail.

Standard Automated Inventory Referral System (STAIRS), or the system agreed to through negotiation, will be used as the method for evaluating candidates to determine those who are referable as best qualified along with the procedures as outlined in this spreadsheet. If there are less than 25 candidates who possess all required skills, they will be referred as "best qualified." If there are more than 25 candidates who possess all required skills, candidates will be ranked based on possession of desired skills. The top 25 candidates will be referred as "best qualified." If there are other applicants who are tied with the 25th applicant, they will also be referred.

Interviews will be conducted for GS 14\15 or equivalent positions. Interviewing is optional for other positions. If interviews are conducted, the selecting official will interview all candidates on that list or will use job related criteria to reduce the number of candidates on that list to be interviews to a reasonable number.

The selecting official will consider all referred candidates and provide job related reasons why the person selected is the best candidate for the position. Selection

matrixes will be prepared and maintained by the selecting official to respond to any inquiries or complaints.

The selected employee will be released not later than the beginning of the second pay period following the pay period in which a release date is requested.

Candidates not referred will be notified in writing of the reasons they were not referred. The name of the selected candidate(s) will be posted on the Web for a period of 60 days. Candidates may request in writing a review of an ineligible rating.

Temporary promotions for more than 120 days will be done competitively (more than 179 days in activities undergoing major draw downs or closures within 2 years of the effective date).

Temporary assignments to higher graded positions shall normally be done by temporary promotions when it is expected to last more than 60 days; authority exists to fill the positions within budget, strength and high grade controls; and the employees are qualified.

#### **ARTICLE 39: Non-Competitive Promotions.**

The Employer and the Union also agree that a promotion resulting from the addition of duties and responsibilities may be made non-competitively for positions of bargaining unit employees when all the following conditions have been met:

- a. There are no other employees at the same series/grade in the unit supervised by the selecting official who are performing duties substantially the same as those performed by the employee before the addition of the new duties and responsibilities.
- b. The employee continues to perform the same basic functions as those in the former position and the duties of the former position are in the new position.
- c. The addition of the duties and responsibilities does not adversely affect another employee's position, such as job abolishment or reduction in known promotion potential.
- d. The employee meets all eligibility and qualification requirements for the position.

#### **ARTICLE 40: Competitive Voluntary Lateral Transfers**

When management desires to fill a vacancy with a voluntary lateral transfer from within MEDDAC's competitive area and then hire into the vacant position created by the lateral must apply, they will announce the vacancy to be filled by the lateral transfer a minimum of two weeks prior to making a selection. Employees who qualify for the position will notify the selecting official of their interest. The employee will be selected through a competitive process like that used when conducting a normal hiring action (e.g. interview and/or record review, etc.) The criteria for selection (e.g. education and experience) must be defensible if challenged. Alternatively, of the qualified employees, the employee with the most seniority as defined in Article 51 may be selected. Note that stopper list candidates who would qualify for the position filled by the lateral transfer must also qualify for the position vacated.

#### **ARTICLE 41: Involuntary Reassignments**

It is agreed that compelling needs of the Employer may require the reassignment of one or more employees within the organization. Involuntary reassignments may be necessary when needs of the Employer require non-RIF related reassignments. When two or more employees are qualified for reassignment, the employee with the most seniority will be offered the option of staying in their current assignment or moving to the new position. This offer will continue from most senior to least senior until the necessary number of employees are reassigned. Seniority is determined by service retention computations date. This method incorporates both duty performance and seniority. Selected employees will be notified in writing not less than 30 days prior to the effective date of reassignment. This notice shall inform the employee of her right to appeal this decision in writing within fifteen calendar days. The employee should state the reasons why she should not be reassigned. The reassignment shall not be effected prior to the expiration of the time provided the employee to reply.

#### **ARTICLE 42: Re-promotion Entitlement**

Any bargaining unit employee who has been downgraded within DOD without cause and not at the employee's request shall be provided priority consideration for re-promotion to the highest grade for which entitled IAW applicable regulations.

#### **ARTICLE 43: Details & Temporary Promotions**

a. Details are intended only for meeting temporary needs when necessary services cannot be obtained by other desirable or practical means and will be kept as short as possible.

b. Employees may be detailed to meet emergencies caused by abnormal workload, special projects or studies, change in mission or organizations, extended absences, pending description and classification of a new position, or pending security clearance.

c. If the need for services is not strictly temporary, a permanent assignment must be made to meet the need.

d. An Employee need not necessarily qualify for a position to which detailed; however, it is desirable that an Employee be qualified for the position and a detail should be reasonable related to an Employee's official position and qualifications.

e. An Employee will not be detailed to a lower graded position unless extreme extenuating circumstances prevail. Under no circumstances will such details exceed 120 days in a 12 month period.

f. Details may be used for training purposes when the training is part of a promotional or developmental program.

g. An Employee may be detailed to a higher grade position or to a position with more promotion potential up to 1 year, in not more than 120 day increments. Competition is required after the initial 120 day period. Service in a detail position during the initial 120 day period shall not be used as the only determining factor for promotion purposes.

h. Details to same or higher-grade position or a set of duties must be made in not more than 120 calendar day increments not to exceed a total of 1 year.

i. Details in excess of 30 days to higher graded positions or to a position with more promotion potential must be documented on an SF52

j. When an SF52 is not required for a detail, written or electronic (email) documentation will be provided to the detailed employee(s) which specifies anticipated duration, duties, and reasons for the detail.

k. An employee not selected for a competitive detail may request the selectee's name and reason for selection. Oral/electronic/written requests will be responded to in kind.

l. In the case of non-competitive details where mission requirements do not dictate the selection of a particular employee and no one volunteers for the detail or more than one employee wants the detail, seniority as defined in Article 51 will be used to select between equally qualified candidates.

#### **ARTICLE 44: Fitness for Duty**

When health status becomes a potential issue which may affect an employee's performance or conduct, the employee or his or her designee is responsible for demonstrating that a medical condition exists. This means the employee or his or her designee is responsible for providing relevant medical information to support a request for a change in duty status, working condition or other benefits. The Employer will make reasonable accommodations to known physical or mental limitations of an applicant or employee unless the Employer can demonstrate that the accommodation would impose an undue hardship on its mission, and operation of its program. Generally, as long as an employee is presently able to do the job, he or she is qualified unless the possibility that the condition might recur would present a substantial health and safety risk. All requests initiated by the employer for Fitness for Duty Physical Examinations shall meet all applicable regulatory requirements and shall specify in writing the reason the examination is being directed.

#### **ARTICLE 45: Uniforms**

If the employer requires uniforms to be worn, the employer must provide those uniforms (and replacements when necessary due to fair wear and tear) or a uniform allowance.

#### **ARTICLE 46: Dress Code**

The Employer and Union will jointly develop and publish a dress code. The dress code can only be changed by mutual agreement of the Employer and Union.

#### **ARTICLE 47: Hours of Work**

Section 1. Basic Tour of Duty and Administrative Workweek:

The basic tour of duty for full-time employees will consist of 5 consecutive days (Monday through Friday), 8 work hours per day (0730-1600 which includes 30 minutes non-work time for a meal period). A period of seven consecutive days beginning at 0001 hours on Sunday and ending at 2400 hours the following Saturday constitutes a normal administrative workweek.

Section 2. Alternatives to Basic Tour of Duty.

a. Minimum Standards for All Alternative Tours of Duty:

(1) All alternate tours of duty for full time employees must include 80 hours in a pay period.

(2) All alternate tours of duty must be specified in writing and signed by both the supervisor and employee.

(3) Once implemented, an alternate tour of duty should remain in effect for a minimum of 3 months unless unique circumstances such as unexpected mission/operational change, staffing change, or employee personal difficulty necessitates a change.

b. Mutual Agreed to Alternate Tour of Duty: A tour of duty which meets the above minimum standards, is mutually agreed to by a supervisor and an employee, but is not otherwise specified in this agreement is acceptable. A mutually agreed to tour of duty can even include a split shift if unique circumstances exist and it is agreeable to both parties. The tour may start at any time agreed to by both parties. When one party (Party A) wants to terminate the mutually agreed to tour of duty they will provide the other party (Party B) a minimum of a one month notice unless Party B is agreeable to a shorter period or unique emergency circumstances exist.

c. Management Directed Alternate Tour of Duty: Mission may necessitate management directing an alternative to the basic tour of duty, e.g. tours which include Saturdays and Sundays or have beginning times in the day shift and ending times in the evening shifts. In such cases the minimum standards in Section 2a of this article and the following 3 must be met: 1) Work-days of more than 13 contiguous hours and less than 11 hours between shifts may not be part of a management directed tour of duty, 2) Split shifts may not be part of a management directed tour of duty, and 3) Frequent changes to a tour of duty will not be made for the purpose of avoiding payment of over-time. Management-established tours will normally include a minimum of 8 hours per workday. However, in unique circumstances and based on mission requirements, a shorter workday can be justified, e.g. a clinic is open for 6 hours on a weekend. Management will notify an employee in writing as soon as possible, but not less than two weeks in advance of directing an alternate tour of duty. This timeline requirement can be waived upon mutual agreement.

d. Employee Requested Alternate Tour of Duty -- Alternate Work Schedule:

(1) Philosophy: The Employer and the Union agree that alternate work schedules can be mutually beneficial. Therefore, the employer will fully support an AWS program. The Employer and the Union also recognize the importance of the mission. Granting of AWS will be based upon current workload or mission requirements.

(2) Alternate Work Schedules (AWS): AWSs will, as a minimum, include the below examples. Where Flexi-Tour is applicable, the normal Monday through Friday core hours are 0800-1500 and flexible hours are 0600-0800 and 1500-1830. When using flexi-tour, the employee may choose a starting and/or ending time in 15 minute intervals. Variations to the below are acceptable as exceptions and upon mutual agreement of the supervisor and employee.

- (a) 8 hours per day/5 day work week schedule with flexi-tour;
- (b) 10 hours per day/4 day work week schedule with flexi-tour,
- (c) 5-4-9 work schedule with flexi-tour, (8 days of 9 hours and 1 of 8 hours in a pay period)
- (d) 12 hour work schedule with flexi-tour for the eight hour shift (6 days of 12 hours and 1 of 8 hours in a pay period)

(3) Procedures and Timelines: Employees will request an alternate tour of duty in writing a minimum of two weeks in advance of the proposed start date. Management will provide a written response with-in one week of the request. The intent is that the employee and supervisor will jointly address how to approve the AWS request while ensuring that the mission is not adversely impacted by the employees absence or altered work hours. Approval should specify a start date and justify any deviation from the requested start date, e.g. appointments already scheduled. Disapproval should delineate the mission or operational reason that granting an AWS was not possible. Either party desiring to end an AWS will provide written notice as soon as possible but not less than two weeks in advance of ending the AWS. All timelines in this section are waivable upon mutual consent.

e. General Rules:

(1) Rules for determining day(s) off for compressed work schedules under AWS: Where an AWS results in less than ten workdays in a pay period, employees should request the desired day(s) off, which can be any workday. The employer will approve this day unless mission or workload requirements prohibit approval. Where two or more employees request AWS but mission requirements preclude granting AWS to all who request it, or the requested days off conflict, the seniority rules established in Article 51 apply.

(2) Employees scheduled for training, TDY, or special assignment will work the schedule of the post activity, or hours determined by the employee and the supervisor. When a normally scheduled day off conflicts with a new temporary tour of duty: the employee can either be taken off AWS for the affective period, reschedule the day off, receive compensatory time, or overtime at the supervisor's discretion.

(3) All policies and regulations regarding scheduling and compensatory time, overtime and leave remain in effect.

(4) Holiday Time and Pay Associated with Alternate Tours of Duty.

(a) Employees will receive a maximum of 8 hours of holiday time for each paid holiday.

(b) Employees on alternate tours of duty who are scheduled to work more than eight hours must make up the difference between their scheduled hours and 8 hours by reverting to a basic tour of duty for the pay period (this may not be possible due to staffing constraints and mission requirements), taking leave, using compensatory time, or extending the duty day on other days in the pay period. Ultimately, the employee must account for a total of 80 hours in the pay period.

(c) Full-time employees who, due to an alternate tour of duty, are scheduled to work less than 8 hours on a paid holiday are entitled to a full 8 hours of holiday time. Employees may shift an 8-hour day to the paid holiday or otherwise account for 8 hours of holiday time as part of their 80 hours.

(d) Employees who, due to an alternate tour of duty, are scheduled to work greater than 8 hours on a holiday will be paid 8 hours of holiday pay and the remaining hours will be paid in accordance with appropriate regulations (e.g. normal hourly rate or overtime).

### Section 3. Emergency changes in tours of duty.

In a verifiable emergency situation (e.g. unanticipated absence of an employee due to death or illness in the family), management can make temporary changes in tours of duties not to exceed two weeks. Management will provide as much advance notice as the emergency allows.

### Section 4. Clean up time.

Clean up time includes personal hygiene, area clean up, and security. Tours of duty will not automatically include clean-up time. Where necessary, the employer will determine and allot a reasonable amount of time (normally fifteen minutes) for clean up as part of an individual's tour of duty. Allotted time may vary depending on work area and conditions.

### Section 5. Break Times and Meal Periods.

a. Break times (paid time): Employees will be granted 15 minutes of break time for each four-hour period worked. Breaks must be taken during the four hours in which they were earned. Breaks from different four-hour blocks (e.g. AM and PM) may not be combined. Break times may not be combined with leave or taken at the beginning or end of the tour of duty. Breaks may be taken in less than 15-minute increments if it does not conflict with mission accomplishment. When employees' break periods conflict, breaks will be taken by seniority as defined in Article 51.

b. Meal periods (unpaid time):

(1) Duty days must include a minimum of 30 continuous minutes for a meal period. Meal periods must be scheduled in the middle of the duty day, not at the beginning or the end. The first line supervisor and the employee may agree, subject to mission requirements, to a tour of duty that includes a meal period not to exceed 60 continuous minutes. A tour of duty that extends a meal period beyond 30 minutes requires a corresponding extension of the workday. An employee may bracket his or her meal period with one or both authorized 15-minute breaks upon approval by the supervisor. Breaks cannot be combined with meal periods to make them more than an hour. An extended meal period resulting from bracketing a 30-minute meal period with break time would not result in an extended workday.

(2) When an employee can not be granted his normal lunch period, they will be provided an on-the-job 20 minute meal period. During this period the employee will be required to respond to job demands. Therefore, the meal period will be spent in close proximity to the employee's designated workstation. The on-the-job lunch period will count as time worked. The employee must either receive compensatory time or overtime for the missed meal period IAW the Federal Labor Standards Act. On-the-job meal periods will only be used in unusual circumstances and may not be part of a scheduled tour of duty without approval from the activity commander.

c. Break and meal areas: Adequate area(s) for breaks and meal will be provided in the health center. Picnic tables will be placed on the health center grounds for smokers and non-smokers. Picnic tables for smokers will be placed within the designated smoking area(s). Eating at desk is prohibited where there is direct view by patient/customer and where governed by regulation (e.g. JCAHO, OSHA, MEDDAC Reg., etc.).

#### Section 6. Time and Attendance.

Time and Attendance will be performed IAW with appropriate regulations. It is agreed that at no time shall buzzers, bells, whistles, time clocks, sign in and sign out sheets or anything of the like be utilized by the employer to control the starting or stopping of duty time, lunches, or breaks. This will not preclude utilizing sign in/sign out sheets or other methods necessary to ensure security (e.g. non-business hours sign in sheets) or performance of on-call duty. Any such method will not be used for performance evaluation or disciplinary or adverse actions relating to time and attendance.

#### Section 7. Tour of Duty Assignments.

Employees with the same position, title, grade, job number, and work section within the same organizational element will be assigned to tours of duty or fixed shifts upon mutual agreement of the affected employees. When mutual agreement can not be reached, seniority as defined in Article 51 will apply.

## **ARTICLE 48: Overtime**

a. The Employer reserves the right to assign overtime. The assignment of overtime will be based upon mission and overtime requirements and on factors that are reasonable and equitable. As much advance notice as possible will be provided when assigning overtime. A minimum of 36 hours will be provided except in emergency situations. Individual employees will not be forced to work overtime against their expressed desires so long as full requirements can reasonably be met by other bargaining unit employees who desire to work overtime. Individual employees will not be forced to work overtime against their expressed desire so long as full requirements can reasonably be met by other bargaining unit employees who desire to work overtime.

b. The Employer will take into consideration any anticipated overtime when making work assignments so as to distribute overtime as equitably as possible among all employees in the bargaining unit.

c. The Employer reserves the right to decide whether or not full requirements can be met by available employees. If full requirements cannot be met by employees who volunteer to work overtime, the Employer shall direct individual employees to work as required.

d. The Employer agrees that non-bargaining unit employees and supervisors shall not be assigned to perform the duties of bargaining unit employees (as outlined in their job descriptions), provided a qualified bargaining unit employee is available and wants to work overtime. Should all Bargaining Unit employees decline available overtime, the overtime may be worked by non-bargaining unit members or supervisors.

e. Employees who are required to attend meetings, briefings, classes or training which will place them in an overtime status will be paid overtime in accordance with applicable rules and regulations governing overtime/compensatory time.

f. Employees will not be required to take compensatory time in lieu of overtime pay IAW applicable regulations. Compensatory time off is granted only for irregular or occasional overtime work.

g. Rotating shifts or tours will be assigned upon mutual agreement of the affected employees. When mutual agreement can not be reached, seniority as defined in Article 51 will be used.

h. When one tour of duty or fixed shift within an organizational element is seen as more desirable than another, employees with the same position, title, grade, job number, and work section will be assigned upon mutual agreement of the affected employees. When mutual agreement can not be reached, seniority as defined in Article 51 will be used.

## **ARTICLE 49: On-Call**

On-call time will be determined exclusively by professional requirements and applicable laws and regulations. On-call time will be distributed as equally as possible among qualified civilian employees in accordance with professional requirements. Any employee designated as subject to call back duty following or prior to his regular tour of duty will furnish a telephone number(s) for the location where he may be reached. Management will also provide a pager that must be carried by the employee. When possible, on-call schedules will be published at least two weeks in advance. Civilian employees who are called in after having finished a regularly scheduled daily tour of duty will be paid in accordance with appropriate regulations. Employees will receive compensatory time for being on-call during non-duty time IAW the following chart:

No. of Hours On-call in a 24 hour period starting at 0730 daily.	Compensatory Time
>0-4 hours	15 minutes
>4-16 hours	30 minutes
>16-24 hours	60 minutes

## **ARTICLE 50: Shift Operations**

### **Section 1. General.**

a. Shift operations will be established in accordance with the Employer requirements necessary for insuring efficient and economical operations while accomplishing the assigned mission. The Employer will determine the number of personnel to be assigned to each shift. The Employer's designated representative will consult with the Union prior to establishing or making changes to shift operations.

### **Section 2. Definitions.**

a. Fixed Shift: The term "fixed shift" is used when a function must continue to be performed during two or more 8-hour segments for 16 work hours of a 24-hour day for an indefinite period of time for the purpose of accomplishing mission requirements.

b. Seniority: Continuous length of service in the job number at the current grade in the lowest official organizational element as shown on the Table of Distribution and Allowances. The length of continuous will be determined from the effective date shown on the assignment by SF 50. Length of continuous service in the lowest organizational element will include all of the time spent in like predecessor organizations that were abolished in order to form a new and similar organization. Absence due to military service in the past and provided the employee made application and was re-employed after military service, as prescribed by appropriate regulations, is included as continuous service time. In determining seniority, the order of priority shall be considered in this order:

- (1) Career and Excepted (three years or more).
- (2) Career Conditional and Excepted (less than three years).
- (3) Permanent Part Time.
- (4) Term.
- (5) Temporary.

### Section 3. Fixed Shift Assignments Procedure.

a. Selection of shifts will be made when the Employer establishes a fixed shift operation, increases or decreases personnel on a given fixed shift, or fills a vacancy on an established fixed shift. Employees within the affected organizational element will have preference for assignment, based on service in accordance seniority as defined in this article provided employees are in the same position, title, grade, and job number.

b. An employee from another organization that is assigned to an existing organization does not carry his seniority with him or he is reassigned.

c. If an employee desires to change to another shift for justifiable reasons, all employees that will be affected must agree to the change, otherwise changes will be made in accordance with this article.

d. When a vacancy within a grade, job number, and affected organization occurs on a fixed shift, employees in that grade and job number will compete for the fixed shift vacancy based on seniority. If the fixed shift vacancy is not filled after the above procedure has been applied, and the requirement still exists for filling the fixed shift vacancy from employees within the affected organization, the vacancy may be filled by the junior member on the seniority list for that organization.

e. Seniority ties will be broken in the following manner:

(1) Time in current job title and current grade in the lowest organizational element.

(2) Time in previous grades that were held in the current job title in the lowest organizational element.

(3) Time in previous grades that were held in the lowest organizational element.

(4) Time in present command to include time in predecessor organizations.

(5) Service Computation Date.

## **ARTICLE 51: Seniority**

This article specifies the method for determining seniority in all cases except shift work. Determinations of seniority may be used to determine who is senior for a favorable action (more than one employee wants the same thing) or to determine who is junior for an unfavorable action (no employee is interested in a move or training opportunity). Continuous service in the MEDDAC (DENCLIN or VETCLIN as appropriate) is the first criteria for determining seniority. When employees have the same time in the MEDDAC, ties will be broken by time in the section followed by time in government service (service computation date). Where time in the section is irrelevant due to the involvement of employees from different sections, the secondary seniority factor will be time in government service. When an employee is involuntarily moved from one section to another, the time in their old section will count toward time in their current section. Union officials, elected or appointed, will have top seniority in all cases where seniority is used.

## **ARTICLE 52: Supervisory Files Concerning Employees' Behavior**

a. Nothing will be placed in this file without the knowledge of the employee. The employee will date and initial the documentation as either agreeing or disagreeing with its content. The documentation must be signed and dated by the supervisor.

b. The supervisor and the employee will review this documentation every six months to ascertain whether documentation remains in the file. The employee will have the opportunity to present his or her case for removing documentation prior to the two-year maximum.

c. No documentation will remain in the file for more than two years unless there is a formal action (by the Employer or Employee) in progress. Documentation removed from this file will be destroyed or returned to the employee. The original placed in the file and a paper copy for the employee, are the only authorized references allowed. All other copies, including electronic, are prohibited. Paper copies are only allowed in cases formal action. Neither the Employer nor the Employee may use any of the discarded documents and outdated material in any informal or formal action.

d. The employee may make an appointment with the supervisor to review the contents of his or her file. The frequency of these reviews will be reasonable and not interfere with the employee's mission.

## **ARTICLE 53: Disciplinary and Adverse Actions**

### **a. General:**

(1). The Employer and the Union agree that primary emphasis will be placed on preventing situations requiring disciplinary action through joint identification and resolution of potential and/or current problems of either a general employee population or individual nature through effective employee-management relations, open communication, education, and appropriate policies. This may be accomplished through a MEDDAC Employer-Employee Partnership Council.

(2) They further agree to the concept of progressive discipline. In support of this concept, oral and written counseling (which do not constitute formal disciplinary actions) will normally precede a formal disciplinary action.

(3) The Employer agrees that discipline and adverse actions will be administered in a fair and impartial manner for just cause IAW applicable laws and regulations.

(4) Disciplinary actions include all actions up to suspensions of 14 calendar days and actions characterized as less severe, e.g. formal reprimand.

(5) Adverse actions include all actions considered more severe than a 14 day suspension, e.g. downgrade, and removals.

(6) Some bargaining unit employees (e.g. probationary or excepted service employees) are not covered by this article because they are not entitled to the same process as other employees.

### **b. Procedures.**

(1) Prior to deciding whether or not a disciplinary/adverse action is warranted, the immediate supervisor shall investigate the situation to ensure they are aware of all factors surrounding the offense. This includes holding discussions with the concerned employee to hear their side of the story unless it is impracticable to contact the employee. The employee is entitled to have a Union representative present upon their request.

(2) When an employee is officially notified of proposed disciplinary/adverse action the employee will be informed in writing of:

(a) the right to reply in writing

(b) the right to be represented by a Union representative of his/her choice upon their request.

(c) all reasons that are used as the basis of the offense for which charged, so as to permit understanding of the charge and defense by the employee against it.

(3) Upon their request, employees will be provided all documentation supporting the disciplinary action. All notices of proposed disciplinary action will provide a minimum of 15 calendar days for the employee to submit a reply. A decision letter will normally be issued no later than 15 days from receipt of the employee's reply.

(4) Employees are entitled to use a variety of mechanisms designed to protect the employees rights in response to proposed disciplinary and adverse actions.. These include but are not limited to alternate dispute resolution, filing a grievance through the Union, an EEO complaint through the post EEO office, or contacting the IG. Employees are also entitled to appeal to the Merit Systems Protection Board (MSPB) for all adverse actions relating to this article. Employees cannot file an MSPB appeal, grievance, or EEO complaint on the same action. However, note that equal opportunity concerns may be addressed through systems other than the EEO complaint system. For example, a grievance may include EEO concerns.

## **ARTICLE 54: Methods For Resolving Disputes Between Management And Bargaining Unit Employees.**

### **Section 1. General.**

a. The purpose of this article is to provide for mutually satisfactory methods for resolving disputes. These procedures provide a means of resolving disputes at the lowest level of both the Employer and the Union.

b. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the use of ADR, grievance, or arbitration procedures, shall not be construed as reflecting unfavorably on an employee's good standing, performance, or loyalty/desirability to the organization. Employees, employee representatives, and all other persons involved in the presentation of a dispute will be free from restraint, interference, coercion, discrimination, or reprisal.

c. This article is designed to provide an ethical, orderly, and suitable means for resolving Employer, Employee, and Union disputes. Accordingly, the Union agrees that, when representing members of the Bargaining Unit, it will not take a grievance off the Installation before an appropriate management official has been given an opportunity to resolve the problem in a timely manner.

d. The Employer and the Union agree that in the case of a dispute involving a group of employees who have identical disputes, one employees' dispute shall be selected by the Union for processing and that all decisions for that one dispute will be binding on the other disputes.

e. All discussions during the ADR and/or grievance procedure will be held in confidence.

f. Providing documentation to an Employee's Union Representative constitutes constructive delivery to the Employee. For example, in the case of grievances, providing a decision to an employee's designated union representative constitutes delivery to the Employee and therefore begins the time limits established by this article.

## Section 2. Official Time.

Reasonable time will be allowed during employee working hours for employees to discuss, prepare for and present ADR or grievances, including attendance at meetings with management officials. If an employee so desires, he will be allowed to meet with the Union during the employee's duty hours for the purpose of obtaining assistance in connection with his ADR issue, grievance, appeal, or complaint. If the supervisor decides that compelling and imperative work related circumstances preclude the employee from being released from his duties, he will explain the reasons and advise the employee when he will be able to leave. Upon request of the employee, he shall be allowed reasonable use of Government equipment, i.e., telephones, computer, printer, copier, and facsimile.

## Section 3. Coverage.

a. The dispute resolution methods described in the following sections are only applicable to the Bargaining Unit. These are the exclusive procedures available to the Employer, Union, and Bargaining Unit Employees for resolving disputes.

b. The procedures set forth in this article cover: 1) the interpretation, application, and/or violation of this Agreement and adverse actions, and 2) the interpretation and application by the Employer of published policies and regulations issued or implemented at any level up to and including the Office of Personnel Management which concern conditions of employment. However, the procedures set forth in this article do not cover those matters expressly excluded by law and this agreement.

c. Questions on whether a subject is grievable or IAW mandated timelines will be subject to arbitration and may be referred to an arbitrator in accordance with Section 8 of this article when they cannot otherwise be resolved by the parties. If such a question arises, the grievance proceedings will be halted without prejudice to either party until a decision is received from the arbitrator.

#### Section 4. Representation.

An employee or group of employees shall be represented by a Union official or by a representative approved in writing by the Union President. However, the employee or group of employees may elect to represent themselves utilizing the procedures outlined below without the intervention of the Union, as long as the adjustment is consistent with the terms of this Agreement and the Union has been given an opportunity to be present at the adjustments.

#### Section 5. Alternative Dispute Resolution (ADR) Procedures

a. Alternate Dispute Resolution is an informal process where two parties work together to find a mutually acceptable solution to a problem. Whereas the grievance procedure is oriented toward a win/lose resolution, the ADR technique seeks to find a solution that both parties can live with. ADR encompasses many different techniques that can range from something as simple as a meeting with a supervisor who falls between the first and second step grievance officials to a peer panel. Any technique that is agreeable to both parties may be used.

b. The Employer and Union recognize ADR as a highly desirable means to resolve disputes. As such, ADR techniques will be used whenever possible to resolve a dispute prior to proceeding into and during the formal grievance procedures.

#### Section 6. Employee Grievance Procedures

##### a. First Step

(1) The employee and/or her Union representative, if any, will advise the immediate supervisor in writing within 10 workdays after the act, or knowledge of the act, or specific incident giving rise to the grievance of their intent to file a first-step grievance. Grievances resulting from continuing conditions may be presented at any time. Failure to adhere to the initial notification time limit may result in denial of the grievance by the Employer if the aggrieved party causes the delay. In the event that the grievance involves the immediate supervisor, the first contact may be with the next level supervisor.

(2) The supervisor will acknowledge receipt of the employee's request by signature. The supervisor will coordinate a mutually agreeable time and date for the First Step Grievance. This meeting must occur within 10 workdays of receipt of the request unless the parties are attempting to use ADR techniques or an extension is mutually agreed to by both parties. If a Union representative is not used, then the Employer will notify the Union President of the First Step Grievance meeting.

(a) At the meeting the employee, and/or her Union representative if used, must present at a minimum the nature of the problem and the personal relief sought. This presentation may be written or oral.

(b) If all parties in the meeting agree, the meeting may be tape recorded by either party. If a party tapes the meeting, they must make a copy of the tape available to the other party. If one party refuses to allow taping then what is said at the meeting may not be used in either quoted or paraphrased manner in follow-on steps.

(c) The first line supervisor may request assistance with the first step grievance meeting. While they can contact MER prior to the meeting, MER may not be present at the meeting. The primary purpose of the meeting is for the Employee/Union to present their case. However, whenever possible, it is desirable to resolve the issue as early in the process as possible. Thus the supervisor is encouraged to resolve the dispute during the meeting if at all possible. The use of a second supervisor will not be routine and will only be used in unique circumstances. However, if a supervisor feels another's presence would promote a speedy resolution, they may have no more than one supervisor who is not in the employee's chain of supervision sit in on the first step meeting. Additionally, the second supervisor will not be in the Union Representatives chain of supervision. The second supervisor is not there to argue the Employer's case but rather, to facilitate an open and informed discussion in an effort to resolve the issue in a timely and equitable manner.

(d) When the issue falls outside the scope of the supervisor's authority, the discussion will serve as a basis for clarifying the issues involved prior to referral to Step 2.

(3) The First Step deciding official will render a brief written decision to the Union Representative (if no Union Representative is used then this copy will go to the Employee) and Union President within 5 workdays following the First Step meeting unless an extension is mutually agreed to.

**b. Second Step Grievance:**

(1) If the employee is dissatisfied with the decision of the First Step deciding official he will provide a written notice to the First Step deciding official within 5 workdays after the decision unless an extension is mutually agreed to. This notice will advise of his desire to pursue the grievance further. The written notice will be in the following format:

### EMPLOYEE GRIEVANCE REPORT

Employee's Name: \_\_\_\_\_ Series and Grade: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Organization: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Name of representative (if any) and telephone number: \_\_\_\_\_

Nature of grievance, including Article(s) of the negotiated agreement, policies, and regulation(s), as may be appropriate under applicable law (to include specific paragraphs, subparagraphs, etc.), an explanation specifying how, when, and to what extent the negotiated agreement, policies or regulation(s) were violated, and the personal relief sought.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Employee's Signature: \_\_\_\_\_

(2) Upon receipt of the written notice, the Employer will make arrangements for a discussion of the matter between the employee, his Union representative, if any, and the Second Step deciding official. The Second Step deciding official will be the Chief of Primary Organizational Element (POE) immediately below the Commander (or comparable level having authority to resolve the grievance identified in the Employee Grievance Report, e.g. CPAC controlled issues). The Chief of the POE may delegate the responsibility of Second Step deciding official no lower than the Chief of the next lower-level in the POE's organization. This delegation will only occur in emergencies or by mutual agreement of the parties involved.

(3) The grievant and their Union representative, if any, shall be consulted on their availability for the Second Step meeting before scheduling. The employee and Union representative will be provided written notice of when and where the meeting will be held. The Employer will forward a copy of the meeting notice to the Union President if the employee is not using a union representative. This meeting will be held within 10 workdays after the date of receipt by the supervisor of the Employee Grievance Report unless an extension is mutually agreed upon.

(4) The meeting will include, as a minimum, the Second Step deciding official, the Union representative, if any, and the grievant. All attendees must have

some relationship or relevance to the situation or be there in a mutually agreed to trainee capacity.

(5) Documents relating to the grievance and utilized by either party at this meeting shall be made available to the other party, subject to legal, regulatory or other restriction (e.g., Privacy Act, etc.).

(6) The grievant, or Union representative if any, shall present the case and question witnesses. Likewise, the Second Step Deciding Official may question witnesses. Only one person from each party may present issues and question witnesses.

(7) The Second Step deciding official will ensure that an electronic recording is made of the meeting. This recording will be used to produce a verbatim transcript of the proceeding. A copy of the tape will be provided to the Employee or their Union representative at their request.

(8) The Second Step deciding official shall render a written decision to the Union Representative (if no Union Representative is used then this copy will go to the Employee) and Union President with transcript, documentation, and the basis for the decision within 10 workdays after the Second Step meeting unless an extension is mutually agreed upon.

#### c. Third Step

(1) In the event that the Second Step decision is not acceptable to the grievant, the employee may submit a grievance in writing to the Commander. The written grievance shall be submitted within 10 workdays after receipt of a decision from the Second Step deciding official unless an extension is mutually agreed to.

(2) The written grievance will be addressed to the Commander, ATTN: Civilian Personnel Advisory Center. A copy of the grievance, as filed with the Commander, must be furnished at the same time to the Second Step deciding official and to the Union President. The grievance package will contain the following information:

(a) An Employee's name and organization and the name of the Union representative (if any).

(b) Specific nature of grievance including article(s) of the negotiated agreement, policies, and regulations(s), as may be appropriate under applicable law (to include specific paragraph, sub-paragraph, etc.).

(c) An explanation specifying how, when and to what extent the negotiated agreement, policies, or regulations were violated.

(d) Personal relief sought.

(e) Statement that an attempt has been made to resolve the grievance in accordance with Steps One and Two.

(f) A copy of the Employee grievance Report and the written decision from the Second Step to include a transcript.

(g) Employee position paper (if desired). Sealed to Commander

(3) The Union Representative and Second Step Deciding Official will each have an additional 10 workdays to submit a sealed position paper to the Commander (ATTN: CPAC) unless an extension is granted by CPAC.

(4) The Commander will grant or deny the grievance. A copy of the decision will be furnished to the Union Representative and Union President within 20 workdays of receipt of the grievance package from CPAC.

#### Section 7. Union-Employer Grievance Procedure.

Should a grievance arise between the Employer and the Union, which falls within the scope of this Agreement and which is not an individual employee's grievance, the matter shall be resolved in the following manner. The complaining party will notify the other party of the grievance in writing within 15 work days after the act, or knowledge of the act, or specific incident giving rise to the grievance. Grievances resulting from continuing conditions may be presented at any time. Within 10 work days of such notification, the complaining party will schedule a meeting between the parties to attempt to resolve the matter. When the complaining party determines that further discussions(s) cannot resolve the grievance, that party will so advise the other party in writing within 10 work days after the most recent discussion. Within 20 work days of this advice, the complaining party may request arbitration in accordance with Section 8 of this article. Timelines in this section may be extended upon mutual agreement of both parties.

#### Section 8. Arbitration.

a. If the decision of the Commander is not acceptable, the Union may refer the grievance to arbitration. This procedure provides for the arbitration of grievability or arbitrability questions and unresolved grievances arising over the interpretation, application, or violation of this Agreement which have been processed under the provisions of this article. Arbitration may be invoked by the Employer and/or Union but not by the employee.

b. A request for arbitration by the Employer or the Union must:

(1) Be in writing and addressed to the Commander MEDDAC or Union President.

(2) Specify the issue, reasons for the request, and the article or articles including specific paragraphs in this agreement which is or are at issue.

(3) Specify the personal relief sought.

(4) Transmit copies of all previous correspondence between the parties concerning the case.

(5) Be submitted within 20 work days of:

(a) receipt by the employee, or employee's representative, of the Employer's decision issued in accordance with Section 6 of this article,

(b) advice by the complaining party that further discussion will not resolve the issue when addressing a grievance in accordance with Section 6,

(c) receipt of notice by either party rejecting an issue for grievance or arbitration.

c. After 15 work days and no later than 20 work days from the date of receipt of the written arbitration request, the party requesting arbitration shall request the Federal Mediation and Conciliation Service to submit a list of five impartial persons qualified to act as arbitrators. The party requesting arbitration shall schedule a meeting within 10 work days after receipt of this list to select an arbitrator. If the parties cannot mutually agree to one of the listed arbitrators, then the Employer and the Union will alternatively strike one arbitrator's name from the list of five until only one name remains. The remaining name shall be the duly selected arbitrator.

d. The arbitration hearing shall be held during regular hours of Monday through Friday. In accordance with applicable regulations, the grieving employee, his representative, and necessary Union witnesses who are Department of the Army Civilians will not be charged leave for the hearing if the hearing is held during their normal tour of duty. If the hearing falls outside of their normal tour of duty, management will attempt to adjust schedules to place the aforementioned individuals in a duty status for the hearing. If that is not possible these individuals must use their own personal time. If the Employer mandates attendance of a witness, then the witness must be compensated.

e. Arbitration Charges.

(1) The Union and Employer will equally share any fees associated with obtaining a list of arbitrators from Federal Mediation and Conciliation Service.

(2) Costs of witnesses will be borne by the party requesting appearance of said witness. Federal employees salaries will not be considered a cost. Travel and per diem costs of Employer witnesses shall be limited as specified in applicable regulations.

(3) When the arbitrator has been selected IAW this article, the party withdrawing from arbitration prior to the arbitration hearing shall pay the full cost of any cancellation fee charged by the arbitrator.

(4) Upon mutual agreement by the parties or if requested by the arbitrator, a transcript shall be made, and the cost will be shared equally by the parties. If either party should require a transcript when there is no mutual agreement or no request by the arbitrator, the requiring party shall bear the cost of such transcript. Should the other party solicit and/or obtain a copy of the transcript through any means, they must pay one-half of the total initial cost of having the transcript made to the party originally requiring the transcript.

(5) In cases of arbitration over questions of arbitrability or grievability, the party losing the case will pay the fee and expenses of the arbitrator. The arbitrator will be required to designate which party was the loser in the award or decision.

(6) In cases other than those solely involving questions of grievability or arbitrability, the fee and expenses, if any, of the arbitrator shall be shared equally by the Employer and the Union.

f. The arbitrator shall be requested by the parties to render his decision as quickly as possible, but in any event no later than 20 work days after the conclusion of the hearing unless the parties agree otherwise. The arbitrator shall have; the authority to interpret and apply the provisions of this agreement. The arbitrator does not have the authority to change, alter, amend or modify this agreement. The arbitrator's decision will be in writing, include a statement of the basis for the decision, and be forwarded concurrently to the Employer and the Union.

g. It is understood that either the Employer or the Union may file an exception to the arbitrator's award with the Federal Labor Relations Authority under applicable regulations. In the event an arbitrator's award is appealed by the Union or Employer to the Federal Labor Relations Authority, then the award shall be stayed pending the Authority's final determination.

h. Public news releases concerning any information involved in any arbitration case will not be made by either party until the case is finally adjudicated.

## Section 9. Resignation or Death of an Employee Before a Decision is Reached.

If an employee who has filed a grievance resigns or dies before a decision is reached and no question of pay is involved, action may be stopped and all parties will be notified. A copy of this notification shall be made a part of the case record (this also applies to Arbitration).

## Section 10. Disciplinary and Adverse Actions:

a. Employees may choose to begin the grievance procedure with the Third Step for grievances concerning disciplinary (written reprimands or suspensions of 14 days or less) and adverse actions.

b. Grievances concerning disciplinary or adverse actions must be filed within 20 calendar days after receipt of the decision letter or within 20 calendar days after the effective date of the action, whichever is later.

c. Employees may file grievances related to adverse actions under either this negotiated agreement, may appeal them under Merit System Protection Board (MSPB), or may file an Equal Employment Opportunity (EEO) complaint. However, the Employee may use only one of the above systems and may not file in multiple systems for the same adverse action. Once they have filed a grievance IAW this agreement, they may not use the MSPB and likewise, once they have filed an appeal under MSPB, they may not file a grievance. However, an Employee who initially chooses to file a grievance may opt to file an EEO Complaint prior to filing a Formal Third Step Grievance. If they choose to file an EEO complaint prior to the Formal Third Step, the Grievance will be dropped.

## Section 11. EEO Concerns.

EEO concerns can be included in and addressed under any of the three systems. If discrimination is alleged in a grievance filed IAW this agreement, the Employee has the right to request the EEO Commission to review the final decision rendered on the EEO issues contained in the grievance .

## ARTICLE 55: Discovery/Information Exchange

The Employer and Union shall endeavor to exchange information at each other's request without enacting a formal process such as Freedom of Information Act. Requests must be reasonable (not require significant resources to acquire), relevant to a specific issue covered by this agreement, or jeopardize an individual's right to privacy. The requested information shall be provided in a reasonable timeframe. However, if the information is not readily available, an estimate of its availability will be provided. Additionally, either party may use the Freedom of Information Act to obtain required information under 5 USC 552.

## **ARTICLE 56: Payroll Allotment for Withholding Union Dues**

### **Section 1. General.**

The Employer and the Union hereby agree on their respective responsibilities and the procedures, conditions, and requirements for withholding and remitting dues of the members in good standing of the Union who are employed in the bargaining unit and who voluntarily authorize allotments from their pay for this purpose.

### **Section 2. Eligibility.**

Any employee who is a member of the bargaining unit and is a member in good standing of the Union may authorize an allotment of pay for the payment of dues for membership at any time, provided:

- a. The employee has voluntarily completed a request (SF 1187) for such allotment of his or her pay.
- b.. The employee receives an amount of pay sufficient, after other legal deductions, to cover the full amount of allotment. Other legal deductions consist of retirement, FICA Tax, Medicare Tax, Federal Income Tax, State Income Tax, Health Benefits, Federal Employees' Group Life Insurance, indebtedness to the United States Government, and other authorized voluntary deductions or allotments to be made in the order specified by the employee.

### **Section 3. Authorization.**

The procedure for processing authorizations shall be as follows:

- a. The Union will inform each of its members of the voluntary nature of an authorization for allotment of pay to cover dues and of the prescribed procedure for authorizing the allotment, as well as the provisions and procedures for revoking an authorization.
- b. The Union will obtain and distribute to its members the prescribed dues withholding form (SF 1187). This properly completed form shall be accepted by the Employer. The Union will deliver the completed form to the CPAC.
- c. The Employer intends that Union membership applications (Form 1187) be processed and transmitted to the appropriate DFAS Office within one full pay period following receipt from the Union. The parties intend that authorizations for allotments received by the Payroll Servicing Office will be effective beginning with the first pay period following receipt of the completed allotment authorization by the Payroll Servicing Office. Authorizations for allotments received by the Payroll Servicing Office will

continue in effect until the allotment is terminated IAW Section 5 below. At the Union's request, the Employer will assist in resolving problems related to the timely processing of allotments for Union dues.

d. The SF 1187 will contain the name, cost center number, and Social Security Number of the employee as it appears on the payroll records.

#### Section 4. Dues Allotment.

Allotted dues will be withheld each pay period in the amount established by the Union. When an employee transfers within the bargaining unit, thereby changing his or her pay period, or if the Employer changes the pay period, the allotment will be prorated accordingly. The amount withheld will be exclusive of the initiation fees, assessments, back dues, fines and similar charges or fees. If the amount of regular dues is changed by the Union, the Payroll Servicing Office will be notified in writing by the President of the Union of the rates and effective date. The parties intend that the amended amount will be withheld effective the pay period following the effective date specified by the Union. Such changes will not be made more frequently than once every 12 months. At the Union's request, the Employer will assist in resolving problems related to the timely processing of an amended dues structure.

#### Section 5. Termination of Allotment.

The Payroll Servicing Office will terminate an allotment:

a. When the Union loses the required recognition under any of the conditions specified in the law, or if this agreement is legally terminated or suspended, termination will be effective at the beginning of the first pay period after loss of exclusive recognition of this agreement.

b. Upon receipt of notice from the Union President, that an employee has been expelled or is no longer a member in good standing, the allotment for such an employee will cease beginning with the first complete pay period after receipt of the notice. The Union President will notify the Payroll Servicing Office within 5 work days after such a determination has been made by the Union.

c. When an employee voluntarily revokes his allotment for the payment of dues, such revocation will not be effective until the first full pay period following the anniversary date. Standard Form 1188 is the prescribed revocation form and may be obtained from the Payroll Servicing Office or the Union office and must be filed with the Payroll Servicing Office. In all cases, it shall be the responsibility of the employee to see that his or her written revocation is received on the Payroll Servicing Office on a timely basis.

d. When the employee leaves the bargaining unit as a result of resignation, retirement, promotion, transfer, reassignment, or any other personnel action which would remove him or her from the local bargaining unit.

#### Section 6. Remittance of Dues Withheld.

a. The parties intend that within 10 work days following completion of each pay period, remittance of amount due will be made to the Treasurer, Local 1858, AFGE, Redstone Arsenal, Alabama, and a statement will be forwarded by the Payroll Servicing Office to the Treasurer, Local 1858, AFGE, including the following information:

(1) Identification of installation.

(2) Identification of Union.

(3) Alphabetical listing of members or the employee identification number from whom deductions were made and amount of each deduction.

(4) Total number of members for whom dues were withheld.

(5) Total amount withheld on this payroll.

(6) Names of and reason for dropped members from the list.

(7) A copy of each written revocation for the pay period in which the revocation is effected.

b. At the Union's request, the Employer will assist in resolving problems related to the timely remittance of dues withheld.

### **ARTICLE 57: Privileging Of Employees**

Privileging of employees will include due process IAW AR 40-68.

### **ARTICLE 58: Quality of Life**

The Employer and Union support health and fitness programs for all Employees. In that regard, supervisors are encouraged to accommodate, to the extent possible, requests for flexible work schedules and annual leave in order to participate in health and fitness activities.

## **GLOSSARY**

-Disciplinary Actions

-Adverse Actions

-Consultation as used in this Agreement shall be defined as a face-to-face meeting between the Commander of his designee and the Union President or his/her designee to deliberate together in an attempt to reach a mutual agreement. Consultation is not negotiation.

-Confer

-Negotiate

-Adjustment