

## **INTRODUCTORY NOTE**

**Section 1.** Ft. Sam Houston Dental Activity and American Federation of Government Employees, Local 1004 jointly resolve that a continuing relationship between Labor and Management as Partners is essential to our organization and our future in a new competitive era. To this end this contract has been negotiated in the spirit of partnership and the hope of continuing this relationship as we embark on the many challenges that face our outstanding institution. Both Partners therefore are committed to the following principles:

- a. Partnership requires mutual respect and understanding.
- b. Partnership is a two way street of cooperation
- c. Partnership requires a free flow sharing of pred. Partnership is enhanced by joint training, Alternate Dispute Resolution (ADR) procedures, and consensus decisions.
- e. Partnership is an evolutionary process.

**Section 2.** For the purpose of this contract:

- a. EMPLOYER refers to overall command and control policies, decisions, and authorities vested with the Commander, Headquarters, Dental Activity, with the understanding that said authorities may be delegated to lower level management or, as appropriate, to the Director of Civilian Personnel, Civilian Personnel Advisory Center (CPAC).
- b. MANAGEMENT OR MANAGEMENT OFFICIALS refers to all supervisory and managerial officials (military and/or civilian) of the Dental Activity.
- c. SUPERVISOR(S) OR SUPERVISORY OFFICIALS refers to immediate (first line) military and/or civilian supervisors, or their designees within the Dental Activity chain of command.
- d. UNION, unless otherwise specified, refers to the President, AFGE Local 1004, or his designee.

**SECTION 3.** Wherever a masculine pronoun is used in this agreement to denote an employee or a supervisor, it refers to persons of both sexes and shall be construed to include males and/or females as appropriate.

**SECTION 4.** When this agreement refers to days it means calendar days unless the language specifically states work days.

**ARTICLE 1**  
**COVERAGE**

**Section 1-1.** The Employer recognizes the Union as the exclusive representative for all General Schedule full-time, part-time, and temporary employees on appointment for 120 days or more, at the United States Army Dental Activity, Fort Sam Houston.

**Section 1-2.** Excluded from the recognized unit are all supervisors, management officials, professional employees, intermittent employees and all employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**ARTICLE 2**  
**GOVERNING LAWS AND REGULATIONS**

**Section 2-1.** In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and regulations of government-wide authorities; by published Employer policies and regulations in existence at the time the agreement was approved; and by subsequently published Employer policies and regulations required by law or the regulations of government-wide authorities.

**Section 2-2.** Where any regulation or policy, with the exception of government-wide rules or regulations issued under 5 U.S.C. 2302 (relating to prohibited personnel practices), conflicts with this Agreement and/or a Supplemental Agreement, the Agreement shall govern.

**ARTICLE 3**  
**EMPLOYEE RIGHTS**

**Section 3-1.** Each employee shall have the right to join, promote, or assist any labor organization or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such rights. Except as otherwise provided under Chapter 71 of Title 5 U.S.C., such right includes the right to:

a. 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 the heads of agencies and other officials of the Executive Branch of the Government, the Congress or other appropriate authorities;

b. Engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under Chapter 71 of Title 5 U.S.C.; and

c. Petition Congress or a Member of Congress, individually or collectively, or to furnish information to either House of Congress, or to a committee or member thereof.

**Section 3-2.** The Employer shall take such action consistent with law, regulation and this contract as may be required to inform employees of their rights and obligations. Nothing in this agreement shall require an employee to become or remain a (dues paying) member of a labor organization.

**Section 3-3.**

a. Any employee has the right, regardless of labor organization membership, to bring matters of personal concern to the attention of appropriate management officials in accordance with applicable laws, rules and regulations, and to choose his own representative in a grievance or appeal action, except for matters covered by the negotiated grievance procedure.

b. Employees have the right to represent themselves or request Union representation for a grievance processed under this agreement. Union representation may be exercised without regard to union affiliation except for statutory appeals (i.e. EEO, MSPB, OPM and OWCP) which the Union will not process for nonmembers.

**Section 3-4. ACCOUNTABILITY.**

a. An employee is accountable only for the performance of official duties and compliance with standards of conduct for Federal employees. Employees assume responsibility for proper care, maintenance, and safeguarding of government property. Within this context, the Employer affirms the right of an employee to conduct his private life, as he deems fit provided that such conduct does not discredit the Federal Service. Employees with access to sensitive information should be aware that certain off duty conduct may adversely impact the organization and the employee personally.

b. The Employer, management officials, and supervisors will not coerce or in any manner require employees to invest their money, donate to charity, or participate in social activities, meetings or undertakings not related to their performance of official duties, or mission of the agency.

**Section 3-5.** The Employer shall semi-annually inform employees of their rights to be represented by the Union at:

a. Any formal discussion between one or more representatives of the Employer and one or more employees in the unit concerning any personnel policy or practices or other general condition of employment; or

b. Any examination of an employee in the unit by a representative of the Employer in connection with an investigation if...

(1) The employee reasonably believes that the examination may result in disciplinary action against the employee; and

(2) The employee requests representation.

**Section 3-6.** Employees will be informed of rules, regulations and policies, and any changes under which they are obligated to operate, including their job duties, and access to Standard Operating Procedures (SOPs) determined by Management to be necessary for the satisfactory performance of their job.

**Section 3-7.** When any employee is served with a subpoena, summons, complaint, or other legal process, it will be done in a manner such as to cause minimum embarrassment to the employee

being served with respect to his fellow employees. Such service will be effectuated with the knowledge of Management when possible and practicable, and the proceedings will be conducted in as private surroundings as possible under the conditions prevailing.

**Section 3-8.** When a recording is made, management may consider giving the employee the opportunity to review the transcript for accuracy and providing the employee with a copy of the final document upon request, if such disclosure is appropriate under the circumstances.

**Section 3-9.** Employees have the right to refuse orders that would require the employee to violate the law. When an employee refuses to follow an order on these grounds, the employee must notify the supervisor and identify the law that would be violated. If the supervisor or a higher level official determines it is a lawful order, the employee should comply. This does not prohibit the employee from filing a grievance under the negotiated grievance procedure after following the order.

**Section 3-10.** Employees have the right, consistent with applicable laws, rules, regulations, and this agreement, to:

- a. Working conditions that are safe and healthful.
- b. Training normally considered necessary to insure satisfactory job performance.
- c. In the spirit of Partnership, employees are encouraged to exercise their right to submit ideas or suggestions, orally and/or in writing, concerning improvement of work methods and working conditions. Supervisors are strongly encouraged to respond, in a timely manner, to those proposals. Supervisors should respond to written input from employees, preferably in writing.
- d. Use duty hours that are reasonable and necessary to discuss their problems with the Personnel Office, the Equal Employment Opportunity Office (EEO), the Union, the Employee Assistance Office, and/or a person designated to provide guidance on questions of conflict of interest, without divulging

specifics of an issue. The employer and union recognize the timing for release of employees is a consideration and that employees must use the chain of command.

e. Leadership that will inform the employees of what is expected of them, to whom they are directly responsible and what is expected of them in their work relationships with their fellow employees.

f. Disciplinary or adverse actions conducted in accordance with applicable regulations.

g. Fair treatment and a work environment free of intimidation, coercion and harassment.

h. Exercise appropriate and timely measures to clarify conflicting orders from management officials before Management decides to take an adverse or disciplinary action resulting from the employee's failure to comply with these orders.

i. Protection of personal privacy.

j. Review their Supervisor's Employee Brief or Official Personnel Folder (OPFs) as needed, and obtain a copy at no cost to the employee. It is recommended that there should be thirty (30) days advance notice for securing the OPF from the Civilian Personnel Operations Center (CPOC).

k. A work environment where employees are treated nondisparately with common courtesy and consideration normal in an Employee-Employer relationship, and conversely, they have a responsibility to treat all others in the same manner.

### **Section 3-11. MISCELLANEOUS**

a. Management will make reasonable effort to insure that adequate eating facilities are available to employees within a reasonable distance from the work area. If available, food and drink vending machines will be located in proximity of the eating facility.

(1) For employees working in areas where eating or drinking are not permitted management officials will make a reasonable effort to designate an area for the normal consumption of beverages and snacks.

(2) Whenever possible, break and lunch areas will be provided without work equipment or machinery.

b. In case of a formal investigation involving a search of an employee's personal effects, the employee may request a Union representative be present at the search. Such request will be honored if the investigation/search is not unduly delayed or obstructed.

b. If deemed relevant, employees will be permitted to review and copy any regulation on duty time, and at no cost to the employee, not more than ten (10) pages per any specific nonclassified, nonsensitive regulation.

d. Employees are entitled to proper and timely compensation for their services. All newly hired employees must be paid by Electronics Funds Transfer (EFT) to financial institutions chosen by the employees. Current employees may elect to be paid by EFT or retain mail delivery to an address provided by the employee. However, once an employee is competitively promoted or reassigned, separated or reemployed, mobilized, or recalled to active duty, the employee must be paid by EFT. An employee may request a waiver of up to one (1) year, subject to renewal, for reasons of financial difficulty, financial irresponsibility, or other extenuating circumstances. If a paycheck is more than three (3) days late, an employee may request and receive a reissued (recertified) check. The Employer and Union are aware and agree that EFT is mandatory effective 1 January 1999.

e. In the spirit of Partnership, the Employer agrees to reinforce annually the importance of management official's responsibility to ensure that timekeepers are adequately trained.

**ARTICLE 4  
UNION RIGHTS**

**Section 4-1. INTRODUCTION**

The Employer recognizes the Union is the exclusive representative of the employees in the bargaining unit and is entitled to act for and to negotiate agreements covering all employees in the unit and is responsible for representing the interests of all such employees.

a. Management agrees to respect the rights of the Union and to meet jointly and negotiate with the Union on such matters, and further agrees to negotiate with the Union regarding implementation of any new policy or change in existing policy affecting employees or their conditions of employment. See Article 6, Section 9, regarding supervisory responsibility to give the Union a notice of committees, task forces, or work groups.

b. The Union, in consonance with its right to represent, has a right to propose new policy, changes in policy, or resolutions to problems. This right shall apply at all levels of management within the agency and the Union starting with the Steward and first level supervisor.

c. The Employer will recognize the Officers and Officials/representatives designated by the Union in writing, and will maintain on a current basis, a list of the Union Officers and Officials, including Stewards. Management will communicate this list to Bargaining Unit employees within thirty (30) days after its receipt. The Union will notify the Dental Activity command and the Civilian Personnel Advisory Center regarding newly elected Officers and Officials/Representatives.

d. Subject to applicable laws and regulations, the Employer recognizes the need for the Union to communicate directly with bargaining unit employees without interference, coercion, or censorship. Such communication should not interfere with the organization's ability to accomplish its mission or adversely affect the workplace.

**Section 4-2.** Where the Employer has advance notice, management will not communicate in writing directly with bargaining unit

employees through surveys and questionnaires regarding conditions of employment without prior notification to the Union and bargaining where appropriate. This includes all written questionnaires and surveys from all other agencies.

**Section 4-3.** The Employer will give advance notice and the opportunity to bargain, as appropriate, to the Union when initiating or discontinuing organizational-wide voluntary programs (i.e., Combined Federal Campaign (CFC), Savings bond campaigns).

**Section 4-4. REPRESENTATION**

The Union will be notified and be given the opportunity to be present and to participate at any formal discussion between one or more representatives of Management and one or more employees in the unit or their representatives concerning any grievance, personnel policy or practice or other general condition of employment. The Union will also be allowed to be present and represent an employee at any examination of an employee in the bargaining unit by a representative of Management in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary/adverse action against the employee and the employee requests representation.

**Section 4-5.** The DENTAC Union official will be included in the introduction of new GS employees.

**Section 4-6.**

a. The Union agrees to make reasonable efforts to be specific in identifying the areas of information desired, when requesting information under 5 U.S.C. 7114(b)(4).

b. When necessary and consistent with the Union's right to information under law, employee data may be sanitized in the interest of protecting individual privacy. Union representatives are responsible for maintaining the confidentiality of personal data made available to them under this provision. In protecting personal/personnel data, the Union will comply with the requirements of the Privacy Act.

c. All informational requests by the Union under 5 U.S.C. 7114(b)(4) will be submitted to the Director of Civilian Personnel and will be signed by the Local President or designee.

**Section 4-7.**

a. Activities concerned with the internal management of the Union should be conducted in nonwork areas and only during nonduty times of the Union representatives and employees involved.

b. Upon thirty (30) days advance written request by the Union, the Union shall be granted the authority to conduct two (2) full scale membership drives (to include participation of AFGE National representatives), of not more than twenty (20) days duration each, within a one (1) year period. However, it is understood by the parties, the Local Vice President, or designee, may conduct "lunch and learn" sessions as well as solicit employees in the parking lot of individual buildings housing bargaining unit employees.

c. Employees may be solicited only before and after duty hours, during breaks, and lunch periods.

d. Upon request, the Employer shall provide the Union with furniture that may be available to support their effort. Use of desk drops will require prior approval of the Employer.

e. The Union will submit requests for membership drives to CPAC and should include, at a minimum, the following information:

(1) Proposed dates (duration) of membership drive.

(2) Specific DENTAC organizations where drive is proposed.

(3) Names and telephone numbers of employees who will be involved and supervisors' names and telephone numbers.

(4) Names and telephone numbers of non-employees who will be involved.

f. Specific details regarding the drive, as agreed to, will be set forth in writing prior to the beginning of the membership drive.

**Section 4-8** In the spirit of resolving disputes at the lowest possible level, the Union agrees to provide prior notice to the Employer of the intent to file an unfair labor practice charge.

The parties agree to make bona fide attempts to resolve any unfair labor practice issue(s) at the lowest possible level to alleviate the need to file the charge. Only the Vice President for DENTAC may file an Unfair Labor Practice Charge on behalf of the Union.

**ARTICLE 5**  
**EMPLOYER RIGHTS**

**Section 5-1.** Management officials of the agency retain the right, in accordance with applicable laws:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency;
- b. To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary/adverse action against such employees;
- c. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
- d. With respect to filling positions, to make selections for appointments from:
  - (1) Among properly ranked and certified candidates for promotion; or,
  - (2) Any other appropriate source; and,
- e. To take whatever actions may be necessary to carry out the agency mission during emergencies.

**Section 5-2.** The right to make rules, regulations, and policies shall be considered acknowledged functions of the Employer. In making rules, regulations, and policies relating to personnel policies, practices and procedures, and matters of working conditions, Management recognizes its obligation with the Union and the obligations imposed by this agreement.

**Section 5-3.** In the spirit of Partnership the Parties agree, when there is a change in working conditions, to negotiate upon request:

- a. The numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work. In the event the Parties become engaged in a negotiability dispute or reach impasse, either Party may seek

the services of the Federal Mediation and Conciliation Service (FMCS), the Federal Service Impasses Panel (FSIP), or the Federal Labor Relations Authority (FLRA), as appropriate;

b. Procedures which management officials of the Employer will observe in exercising any authority under this Article; or

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

**Section 5-4.** The provisions of this Article shall not nullify or abridge the rights of employees or the Union to grieve or appeal the exercise of the Management rights set forth in this Article through appropriate channels.

**ARTICLE 6  
REPRESENTATION AND OFFICIAL TIME**

**Section 6-1.**

a. The Union may designate Officials and Stewards. The Union shall determine the number and location of Stewards; however, in the spirit of Partnership the Union agrees to act judiciously when appointing Stewards to ensure that any given work area is not unduly impacted. If the number of Stewards exceeds 3 (not including elected officer), then the parties agree to renegotiate this Article within 30 days due to the impact. The Union also agrees to ensure that the Employer has a current list of Stewards and Union officials and agrees that only employees on this list will be recognized and approved for official time. Officials or Stewards will represent the employees in dealings with supervisors about the applications of personnel practices and policies, and other matters affecting working conditions of employees.

b. Upon request from either party, Officials or Stewards and supervisors shall discuss informally items of concern in the application of this agreement to avoid misunderstanding and to deter complaints from either party.

c. The Vice President for DENTAC, or any elected official to Local 1004's Executive Board from bargaining unit 5125, are authorized to represent individuals in any part of the bargaining units in Local 1004 on unofficial time.

**Section 6-2. AUTHORIZED OFFICIAL TIME**

Union Officers and Stewards, shall be permitted reasonable times during working hours without loss of leave or pay to represent employees in accordance with this agreement. However, absences must be approved by Management. Use of official time when approved by Management will not be limited to the confines of the activity but will allow the representative to travel in accord with the needs of the individual case. Activities for which properly designated Union representatives may appropriately use a reasonable amount of official time during duty hours without charge to leave or loss of any pay includes but is not limited to the following:

- a. For representing the Union in negotiations in accordance with Article 39, "Negotiations," official time will be authorized for such purposes during the time the employees would otherwise be in a duty status;
- b. To investigate, prepare and present a complaint, grievance or appeal as a Union representative of an employee;
- c. To be present at the time of settlement or decision of any complaint, grievance, or appeal, where the complainant has not designated a Union representative;
- d. For preparation of information reports, required under 5 U.S.C. Section 7120(c), including financial reports and trusteeship reports, shall be accorded to Union officials. The amount of time granted would be that necessary to gather data and complete reports;
- e. Attend formal and investigatory meetings between Management officials and employees when such meetings are called by Management and meet the criteria of 5 U.S.C. 7114(a) (2);
- f. To prepare requests for information to the CPAC under 5 U.S.C. Section 7114(b) (4);
- g. Represent employees in an arbitration hearing and/or participate as a witness in an administrative hearing including Equal Employment Opportunity (EEO), Merit Systems Protection Board (MSPB), Office of Workers' Compensation Program (OWCP), or arbitration hearing;
- h. Consult with Management officials concerning grievances, personnel policies or practices, or matters affecting working conditions of employees;
- i. Attend wage grade surveys in accordance with Article 14 and committee meetings as a designated Union representative; and,
- j. Attend Management approved meetings, conferences, seminars, and other training sessions designed to foster the Union-Management relationship in support of Executive Order 12871 (commonly known as "Labor-Management Partnership").

k. All authorized official time will include travel time as necessary.

**Section 6-3.** Union representatives on official time for representation duties will be afforded an area of privacy when meeting with employees. The Union agrees to encourage Union officials to exercise their representational duties in the most practical and expeditious method possible. Whenever feasible and when an immediate problem resolution cannot be obtained in a short meeting at the work site or by telephone, these officials should conduct these meetings at the Union office.

**Section 6-4.**

a. Management will allow the Vice President/Chief Steward for DENTAC to use reasonable official time each week for representational activities at the Union's choice, plus any reasonable time as needed for other representational purposes IAW Section 6-2 of this agreement.

b. The parties agree to renegotiate this provision upon change of the Vice President/Chief Steward for DENTAC.

**Section 6-5.**

a. The Union agrees that its Officials and Stewards will use official time judiciously.

b. In the event Management has reason to believe that one or more representatives of the Union may be using more than reasonable amounts of official time, Management will discuss the matter with the Union President or designee.

**Section 6-6.**

a. Each Official/Steward who is employed by the Employer will coordinate with his supervisor in advance regarding time to be spent on representational activities. The Union representatives will provide the supervisor with the case number, the type of representational activity or other reference for the project being worked on during release for representation. They will provide a telephone number or location where they can be contacted and the amount of time they expect to be away from the work area or on the telephone in the event of a lengthy call. If additional time is required after

departing the work area, the Official/Steward will call to coordinate additional needs with his supervisor.

b. Prior to entering an employee's work area, the Official/Steward will coordinate with the employee's supervisor. If due to mission needs, the meeting with the employee is not possible, the supervisor will advise the Official/Steward the time the employee will be available.

c. The Official/Steward will report to his supervisor when he returns to his assigned duty station and will provide all necessary required information for the supervisor to complete the time usage form.

d. If the supervisor cannot release the representative at the time requested or grant an extension of time due to mission requirements, the supervisor will advise the Union representative of when he will be released. This includes coordination between them for scheduling conflicts.

e. When a request for release has been disapproved in its entirety the supervisor will furnish the Union President or his designee, in writing, the reason for the disapproval.

**Section 6-7.** Employees will receive a reasonable amount of duty time to participate in the activities necessary to process his individual complaint or grievance concerning conditions of work or those complaints or grievances initiated by the Union or Management. Employees who desire to leave their work site during work hours for such reasons as seeking representation, discussing or initiating a complaint/grievance, will also follow the procedures in Article 6, Section 6, with the exception of filling out the official time form.

**Section 6-8.** There shall be no restraint, coercion, or discrimination against representatives of the Union because of the performance of duties in consonance with this agreement, or against any employee for filing a complaint or acting as a witness under this agreement, the Act, or applicable regulations.

**Section 6-9.** Where committees, task forces or work groups are established for the purpose of ascertaining bargaining unit employee views concerning conditions of employment, the Union will be advised accordingly and be given an opportunity to designate a representative. Where such committees, task forces

or work groups are established to consider changes to working conditions within the bargaining unit, wherever applicable and in the spirit of Partnership, the Union will be notified and be given the opportunity to designate a representative.

**ARTICLE 7**  
**OFFICIAL TIME FOR TRAINING OF UNION**  
**OFFICIALS AND STEWARDS**

**Section 7-1.** Management agrees to grant official time to Union Officials and Stewards employed within the bargaining unit to attend Union sponsored training or other training of mutual concern and benefit to the parties and the employees of the unit.

a. During each year of the life of the agreement, the Union will be authorized a bank of 120 hours from which Officials, Stewards, and any other designated representative of Local 1004, Bargaining Unit 5125, may draw, which is non-cumulative. In the event of turnover, newly appointed/elected Union Stewards/Official will be afforded an additional 40 hours. Management will carefully review on a case-by-case basis Union requests for additional amounts of time to facilitate partnership. The effective date of this agreement will begin the training year cycle.

b. In addition to the above, 40 hours of training will be authorized for the Partnership Officer as identified in Article 6.

c. Official time for training will be used by the Union in the manner it feels is most effective to accomplish its training needs subject to section 7131(b), 5 U.S.C.

**Section 7-2.** Requests will be submitted in writing on behalf of the employees by the Union to the Employer. The request will normally be submitted 30 days in advance, or as soon as possible, to allow adequate time for a decision and adjustments to work schedules/shifts.

a. Requests will be signed by the President or his designee and will include the following:

- (1) names of employees scheduled for training
- (2) dates, times and location of training
- (3) agenda or description of training

b. The Employer will provide written explanation of disapprovals as soon as it is known but normally no less than two (2) weeks prior to the training, thereby giving the Union ample time to seek adjustment and/or to nominate other participants.

c. Concurrent with the above action, the Union employees involved will advise the supervisors of the request and of the period of time involved.

**Section 7-3.** Subject to Management's approval and the concurrence of the hearing official, attendance, as an observer, at arbitrations or other statutory or legal hearings will be considered training, at the Union's request, and the requirements outlined above will apply.

**Section 7-4.** Notification (verbal or written) of the attendees of the training will be provided by the Union to the Directorate of Civilian Personnel within fifteen (15) calendar days after the completion of the training.

**ARTICLE 8**

**AGREEMENT ORIENTATION**

The Employer agrees to grant eight (8) hours of official time to each Union officer and each recognized Union steward for the purpose of attending orientation briefings relative to this Agreement. Upon ten (10) days advance notice from the Union, Management will release Union Officials for training unless emergency requirements prevent release. In addition, Management agrees to grant official time, as required or necessary, for briefings on changes to the Agreement made during mid-term bargaining. This time is over and above the official time granted by this contract for training purposes. The Union will be invited to make a presentation to supervisors during the training presented by Management to supervisors and managers.

**ARTICLE 9**  
**FACILITIES AND SERVICES PROVIDED TO THE UNION**

**Section 9-1.** The Union may use the Employer's internal mail distribution system for official correspondence with Management and bargaining unit employees except that mass distribution of other than the Union newsletter must be approved on a case-by-case basis by the Employer.

**Section 9-2.**

a. The Union may have access to bulletin boards where notices to employees are customarily posted in each clinic for posting the Union's notices of meetings, recreational or social affairs.

b. The Employer will make space available on appropriate official designated bulletin boards where notices to employees are customarily posted for posting of appropriate literature. The Union, in posting material on designated bulletin boards, agrees that it is fully and solely responsible for the content of the material in terms of accuracy and adherence to ethical standards, and that it does not violate any laws, or the security of the Employer. The Union further agrees that it is responsible for the neat and orderly maintenance of this allocated space, including removal of obsolete material.

c. The following statement will be posted by the Union on appropriate designated bulletin boards: "A portion of this bulletin board is furnished for the convenience of the Union. Objections to posted material must be brought to the attention of the Director of Civilian Personnel or an AFGE official."

d. No material may be removed from the Union portion of bulletin boards except by a Union official, or at the direction of the Director of Civilian Personnel if the material is obviously obscene, racial or is "classified."

**Section 9-3.** The use of the Employer's facilities by the Union will not be available for posting or distribution of vulgar, libelous or defamatory material directed at the Agency officials or programs.

**Section 9-4.**

a. Upon request by the Union, the Employer agrees to furnish to the Union, for its internal use only, an alpha roster which will contain the names, grades, and position titles and number, of all employees in the bargaining unit.

b. The Employer shall furnish the Union, as needed, the following information regarding all new employees who are members of the bargaining unit:

- (1) Full name;
- (2) Position title and grade;
- (3) Organizational assignment; and,
- (4) Minority Group Designator.

**Section 9-5.**

a. The Union will be provided with a heated and air conditioned office space with access to bathroom facilities.

b. The Employer agrees to provide office equipment and furnishings as available from excess property, including but not limited to desks, chairs, typewriters, computers, software, etc.

c. The Union will be provided a private line with DSN access in the Union Office at DENTAC, including issue of a long distance code. If there is a private line within the supply section, then management will move to union hall.

**Section 9-6.** Management will allow Union Officers and Stewards to use the Employer's telephones (to include FTS/DSN access), computers to which they normally have access, typewriters, fax machines and copy machines in the performance of functions related to the representation of bargaining unit employees. It is understood by the Union that this equipment will only be used with approval by Management when it is "idle" (not in use by the section, service, or department) and that internal Union business will not be performed on this equipment. The Union agrees to abide by the accepted standards regarding use of official time.

**Section 9-7.** Where charges are incurred for telephone or fax usage, the Union will reimburse the Employer.

**Section 9-8.** At the request of the Union, Management will provide the Union with the use of suitable space for meetings, if available, during non-duty hours of employees.

**Section 9-9.** Management will provide, at no cost to the Union, booklet copies of this agreement, printed in type that can be read easily, to the Union for distribution to each employee of the bargaining unit. The Employer will provide each new GS employee with a copy as they enter the unit. The Union will be furnished with twenty-five (25) additional booklets. The Employer further agrees to post this agreement electronically. The Union and the Employer agree to publicize the electronic location.

## **ARTICLE 10**

### **PAYROLL WITHHOLDING OF LABOR ORGANIZATION DUES**

**Section 10-1.** The Union and the Employer agree that any eligible employee who is employed in the bargaining unit, and who is a member in good standing of the Union, may authorize an allotment of pay for the payment of dues for membership, provided:

- a. The employee continues his employment in the unit for which exclusive recognition has been granted;
- b. The employee has voluntarily submitted a request for such allotment of pay; and,
- c. The employee received each pay period sufficient net salary to cover the allotment after other legal and required deductions have been made.

**Section 10-2.** The Union agrees that it will be responsible, during non-work time of employees concerned, for procuring the prescribed allotment form (Standard Form 1187); distributing the form to unit members; certifying the amount of its dues; and informing and educating its members on the program for allotments for payments of dues, and the uses and availability of the required form.

**Section 10-3.** An Officer of the Union will receive the forms from members who request an allotment. He will complete Section A of the authorization forms and submit them to the Director of Civilian Personnel, Headquarters, U.S. Army Garrison, Fort Sam Houston, ATTN: Labor Relations, Fort Sam Houston, Texas 78234.

**Section 10-4.** Authorizations received in the Customer Support Representative Office (CSRO) will be effective in the next regular bi-weekly pay period, and bi-weekly deductions will continue in effect until the allotment is terminated.

**Section 10-5.** The amount of dues to be withheld shall be in accordance with Section 7115 of 5 U.S.C., Chapter 71. The amount to be withheld shall be the same for all members of the Union, written notification of the new amount and the effective date will be made through the Director of Civilian Personnel to the Chief, CSRO. Changes in the amount of dues to be deducted will not be made more than twice every twelve (12) months.

**Section 10-6.** The dues will be remitted by EFT, to AFGE Local 1004, after the completion of each bi-weekly pay period. Each remittance will be accompanied by a statement containing the following information:

- a. Identification of the installation, and unit;
- b. Pay period date;
- c. Identification of the Local;
- d. Names of members for whom deductions were made and amount of each deduction;
- e. Total amount withheld each pay period; and,
- f. Net amount remitted.

**Section 10-7.** Revocations will be effective at the beginning of the first full pay period following the employee's anniversary date of the employee's signed dues withholding (SF-1187), based on a properly executed Form SF-1188. To be effective, Form SF-1188 must be submitted no earlier than 30 days prior to an employee's anniversary date. It is the employee's responsibility to submit a written revocation directly to the CSRO on a timely basis. Any Form SF-1188 received outside the 30-day timeframe will be returned. Form SF-1188 will be provided to the employee by the Employer or the Union, upon request, for this purpose. If the Union receives any written revocation of allotment, the Union will send it, within ten (10) working days after receipt, to the CSRO. The CSRO will provide copies of revocations to the Union and will advise the Union when employees have been dropped from payroll deductions, and the reasons. Union representatives may be in a duty status while receiving and processing the Form SF-1188 and will be released from assigned work duties to carry out these duties under official time procedures.

**Section 10-8.** The Union will notify the Chief, CSRO when an employee with a current allotment ceases to be a member in good standing. The CSRO will terminate the allotment upon receipt of the information.

**Section 10-9.** An allotment shall be terminated when the employee leaves the unit as a result of any type of separation, transfer, or other personnel action; when this agreement providing for dues withholding is suspended or terminated by an appropriate authority

outside Department of Defense; or when the employee has been suspended or expelled from the labor organization.

**Section 10-10.** The allotments for all employees who are members of the Union will be terminated if the Union loses eligibility for exclusive recognition.

**ARTICLE 11**  
**AUTHENTICATION OF CORRESPONDENCE**

**Section 11-1.** All written communication on behalf of AFGE Local 1004 will be signed by the President of the Local or his appointed designee. Such appointment will be in writing to the Employer.

**Section 11-2.** All written communication regarding policy issues will be provided to the Union by the Employer or his designee. Such designation will be in writing to the Union.

**Section 11-3.** Should Local 1004 be placed under trusteeship, the person designated by the National Vice President will sign all correspondence issued on behalf of the Union.

**Section 11-4.** The Employer will notify the Union annually or when a change occurs, of the names and duty phone numbers of Management's representatives regarding federal labor/management relations.

**ARTICLE 12**  
**POSITION CLASSIFICATION**

**Section 12-1.**

a. A job description is a written record of the basic duties and responsibilities assigned to a position and which comprise the major duties assigned to an employee. Each position established or changed must be accurately described in writing, and classified to the proper occupational title, series, code, and grade. The description must clearly and accurately state the principal and grade controlling duties, responsibilities, and supervisory relationships of the position. Significant changes to a position will be incorporated in the job description to assure the position is correctly classified and graded to the appropriate title, series, and grade.

b. Supervisors will ensure their employees are furnished a current, accurate copy of the job description to which assigned within thirty (30) days of assignment, and, upon request, at any time.

c. Management agrees to inform the Union of changes in duties and responsibilities which adversely impact employees of the bargaining unit and allow for impact and implementation negotiations at the Union's request.

d. The inclusion or omission of duties in a job description does not alter the Employer's right to assign, change or eliminate duties and/or responsibilities in a position.

e. **The term "performs other duties as assigned" means tasks that are incidental or temporary in nature and may reasonably be associated with the incumbent's occupation or functional assignment or are of an emergency nature.** In assigning such duties, Management should consider the capacity and competence of the employee to be assigned to avoid creating health or safety hazards which could potentially result in a Workman's Compensation claim.

**Section 12-2.**

a. Management will, upon request, meet with employees to discuss and review their job descriptions. Management will consider employee suggestions for changes to the job descriptions that may be needed.

b. An employee may request that his supervisor review the employee's job description for accuracy in the event the employee feels that the job description does not cover the major duties of the position. Such a request will not be construed as a formal complaint, and all input will be accepted.

c. When differences concerning the accuracy of a job description cannot be resolved between the supervisor and the employee, the employee may file a grievance under the negotiated grievance procedure and have a right to Union representation.

**Section 12-3.** An employee has the right to appeal the classification of his position at any time. A General Schedule (GS) employee may appeal to the Department of Defense (DoD) Civilian Personnel Management Service using the established appeal procedure or directly to the Office of Personnel Management (OPM) under their appellate procedures.

**Section 12-4.** Employees have the right to be helped in preparing and presenting classification appeals by representatives of their own choosing; however, these representatives may not be employees of the servicing Civilian Personnel Advisory Center.

**Section 12-5.** Retained grade and retained pay rights will be accorded to those employees whose positions are downgraded consistent with OPM regulations.

**ARTICLE 13**  
**IMPACT OF TECHNOLOGICAL CHANGE**

**Section 13-1.** When Management determines that the implementation of new technology impacts on the working conditions of bargaining unit employees, Management will provide the Union with advance notification and an opportunity to bargain when appropriate. The notification should include information concerning the nature of the new technology and what employees would be affected by it.

**Section 13-2.** Whenever possible Management should consider soliciting input from those employees who will be affected by the technology being proposed or the equipment being purchased.

**Section 13-3.** Management agrees that when new equipment is brought into a section or department employees who will be the end users should be trained to operate that equipment as necessary. In the spirit of Partnership, Managers should consider, whenever possible and practical the input of the employees on training issues related to the new technology.

**Section 13-4.** Where extreme technological changes are made through the implementation of new technologies or upgrading or changing of current technologies Management should hold a performance counseling session with the affected employee(s) to review the existing standards/objectives and make modifications as appropriate.

**Section 13-5.**

a. When technological changes are significant the employee may request a desk audit of their position for the purpose of reclassification and or regrading in accordance with Article 12, Position Classification, and Article 15, Merit Promotion Plan.

b. Upon request from an employee who is unable to meet the minimum performance requirements established for new technology, Management may survey other positions of the same grade and like job descriptions within the bargaining unit, and consider the voluntary transfer between qualified eligible employees in order to accommodate the affected employee.

**Section 13-6.** The Employer recognizes the need to provide a quality work environment for each employee and the difficulty of this challenge when there is a major change in working conditions. In this regard the Employer is committed to ensuring that pressures on employees stemming from the relocation and the introduction of new technology are ameliorated when possible. However, the Employer recognizes that some employees will experience some difficulty and that their behavior or performance in the work place may be altered. In these cases Management officials may consider these factors and assist the employee(s) as appropriate.

**ARTICLE 14**  
**JOB SHARING**

**Section 14-12. JOB SHARING:**

a. Job sharing is a form of part-time employment in which the tours of duty of two employees are arranged in such a way as to cover a single full-time position.

b. Management agrees that entry into job sharing is strictly voluntary, initiated by the employee, and without coercion of management. The final approval/disapproval authority is the DENTAC Commander.

c. Management will give bona fide consideration to employees' request regarding part-time job sharing employment, including requests for reassignment from a non-job sharing arrangement to a job sharing arrangement and from a job sharing arrangement to a non-job sharing arrangement, consistent with the Unit's resources and mission requirements.

d. Although they share the same duties of a full time position, job sharers are to be considered to be individual part-time employees for all personnel and employment purposes.

e. Each employee shall be informed of their regularly scheduled work hours, as agreed to by the employer, employee, and the other job sharer. Management will make every reasonable effort to avoid scheduling additional hours not contiguous with the established tour of duty.

f. A variety of different work scheduling arrangements can be used as long as each job sharer works no less than sixteen (16) hours and no more than thirty-two (32) hours each week. For example, split days (one job sharer works morning and the other afternoons), alternate days (one job sharer works Mondays and the other Tuesdays, etc.), or split weeks (one job sharer works Monday morning through noon Wednesday and the other works noon Wednesday through Friday).

g. The employment of an individual in a part-time position will not be a basis for exclusion from participation in job sharing.

h. Each employee entering into a job sharing arrangement will be given a written explanation of their work schedule and

an explanation of the impact of conversion to part-time on their rights and benefits. The job sharing agreement will incorporate the understanding that in the event one of the job sharing participants leaves and management concludes that the needs of the position requires full-time staffing, management will make every reasonable effort to assist the remaining job sharing partner in finding another partner. The remaining participant will be given a reasonable amount of time to find another partner. During the period of time the remaining participant is searching for a new job sharing partner, the remaining participant may be required to increase their tour of duty depending on the needs of the unit and the terms of the job sharing agreement. If the remaining participant is required to increase their tour of duty, they will be given as much advance notice as possible, but no less than two (2) weeks' advance notice prior to increasing the tour of duty, unless such a requirement would cause the agency to be seriously handicapped in carrying out its functions or that costs would be substantially increased. The increase in work hours may be permanent.

i. Leave requests by employees in a job sharing situation will be approved or denied in accordance with Article 23 Leave.

j. Performance appraisals for job sharing participants will be handled in accordance with Article 26 Performance Standards and Evaluations. Throughout the tenure in a job sharing position, the employee's appraisal will not reflect the performance of the job sharing partner.

**ARTICLE 15**  
**MERIT PROMOTION PLAN**

**Section 15-1.** Merit placement and promotion procedures will be governed by the RESUMIX System and other applicable laws and regulations, and the following.

**Section 15-2.**

- a. Vacancy announcements will be open for not less than ten (10) calendar days and be posted electronically.
- b. The closing date of the announcement is the last date applications and self-nominations must be received by the Civilian Personnel Operations Center (CPOC) to be considered timely.

**Section 15-3.** Non-selected candidates will be provided the following information about specific actions upon request:

- a. Who was selected for the position.
- b. Whether the employee was one of those in the group from which the selection was made and the number of candidates in the group.
- c. If the employee is not referred, the basis for non-referral; and
- d. The criteria used to select candidates for interview in deciding how many candidates to interview.
- e. Management will consider the advantages of interviewing all candidates on the referral list.

**Section 15-4.**

- a. A bargaining unit employee who has been demoted through reduction in force (RIF) or reclassification action shall be entitled to special consideration for promotion until repromoted to his former grade or he turns down an offer at his former or intervening grade level. If an intervening grade level offer is accepted, consideration for promotion to former grade will continue.

b. The selecting official may select the individual or request a list of best qualified candidates.

**Section 15-5.** In the spirit of partnership, the parties recognize that cross-training can provide a valuable opportunity for permanent and temporary employees to broaden their experience or gain new skills. To facilitate this, Management agrees to review, on a regular basis, opportunities for crosstraining and for increasing the amount of cross-training conducted within its services or divisions. Management is encouraged to inform and discuss the opportunities with their employees.

**Section 15-6. MANAGEMENT DIRECTED REASSIGNMENTS**

Management may consider obtaining the employee's consent prior to effecting a directed reassignment.

**ARTICLE 16**  
**DETAILS AND TEMPORARY PROMOTIONS**

**Section 16-1.**

a. **A detail is the temporary assignment of an employee to a different position, work area or set of duties for a specified period of time with the employee normally scheduled to return to his regular duties at the end of the detail.** A detail does not change the employee's official title, grade, or pay rate. The statement on each job description "performs other duties as assigned," shall not be used to have employees perform work outside the scope of the position on a regular or recurring basis without adherence to the rules and regulations pertaining to details and temporary promotions.

b. Detail and temporary promotion procedures will be governed by applicable laws and regulations (Sections 2301 and 2302, Title 5, U.S.C.), and the following:

**Section 16-2.** Managers are encouraged to **rotate** details **equitably** among those employees who have been determined by Management to have the **capacity** and **requisite skills** for assuming the responsibilities of the assignment unless competitive procedures are used. Details should be **consistent with** employee **qualifications**, and **without discrimination** or personal favoritism. Details should **not** be used as **forms of reward** or **punishment**.

**Section 16-3.**

a. Details in excess of thirty (30) continuous Calendar days will be requested on Request for Personnel Action by the employer and submitted through appropriate channels to the CPOC to be recorded in the employee's Official Personnel Folder (OPF).

b. Neither details nor position classification process will be used to circumvent competitive placement or promotion.

**Section 16-4.** Temporary promotion instead of a detail will be made when:

a. The employee is fully qualified for promotion, and

b. The assignment to a higher graded position is expected to last for more than 90 days. Temporary promotions in excess of 120 days to higher-grade positions must be done in accordance with competitive procedures.

**Section 16-5.** In assigning details, the employer will be considerate of the employee's personal circumstances.

**Section 16-6.** Attempts to resolve employees' dissatisfactions concerning details will include informal discussions between the appropriate supervisor, employees, and Union representatives, upon request.

**Section 16-7.** Detail assignments and performance, when appropriate, shall be given consideration and weight when considering employees for merit promotion opportunities.

**Section 16-8.** The Employer encourages employees to actively seek, with management approval, opportunities that will enhance the overall productivity and operational quality of the organization as well as their own professional development. Repeated renewals of details, an excessive number of details, and prolonged period of details are discouraged.

**ARTICLE 17**  
**REDUCTION IN FORCE**

**Section 17-1.** The Employer shall inform the Union of proposed action to implement a reduction in force (RIF) as soon as practical after the Employer becomes aware that a RIF is imminent. Where attrition will not satisfy the proposed manpower reduction, the Union will be invited to participate in the development of the implementation plan. The Employer will inform the Union as to the approximate number of positions involved, types of positions, and proposed effective date. The Employer agrees not to implement this action until it has been negotiated in accordance with Article 39, Negotiations.

**Section 17-2.**

a. The Employer agrees to make every reasonable effort to minimize the effects of a reduction in force in the unit through the reassignment, under applicable regulations, of the employees to available vacancies for which they are qualified and immediately institute a freeze on hiring from the outside if at least fifty (50) employees are scheduled to be separated. Exceptions to the freeze would be filling of vacancies for mandatory mission needs, temporary fills, or if it is determined that a vacancy cannot be used for RIF placement.

b. The Employer agrees to consider modifying job qualification requirements for existing vacancies (same or lower grade positions), where appropriate, in order to retain employees scheduled for separation through reduction in force. Such action will be in accordance with applicable regulations and consideration is extended only to employees who have the potential, capability, and aptitude to perform the duties of the position(s) as determined by the Employer. When an employee is reassigned due to the position previously held having been eliminated, sufficient training as determined by the Employer, will be given the employee to enable him to perform the duties of the new position.

**Section 17-3.** Where practicable, the Employer shall attempt to accomplish necessary reduction in force by attrition.

**Section 17-4.** The Union and any employee affected by reduction in force action and his representative shall be permitted to inspect the retention register on which his name appears.

**Section 17-5.** The Employer shall request, when appropriate, that the Department of Defense determine that the agency is undergoing a major reduction in force for the purpose of authorizing voluntary retirement under 5 U.S.C. 8336(d) (2).

**Section 17-6.** Pursuant to notification of a reduction in force, the Union, upon request, will be permitted to review RIF notices and placement actions issued or pending issuance by the Directorate of Civilian Personnel.

**Section 17-7.** Reduction in force will be conducted in accordance with applicable laws and regulations, and this agreement.

**Section 17-8.** The Union will receive at least two (2) weeks notice prior to an informational notice of a RIF being released to the employees. Upon request and prior to employees receiving notice, the Union will be provided a list of affected unit employees to include their offers, if applicable, and a copy of the retention register.

**Section 17-9.** The Employer agrees to provide a specific written notice to each employee affected by a reduction in force, at least sixty (60) calendar days prior to the effective date. The notice shall state specifically what action is being taken, the effective date of the action, the employee's service computation date, and subgroup. It shall describe the employee's competitive area and the competitive level, and tell them why any lower standing employee is retained in their competitive level for more than thirty (30) calendar days after the effective date of the RIF. Employees will be notified of grievance rights and time limits to grieve, along with any other information required by regulation.

**ARTICLE 18**  
**OUT-PLACEMENT**

**Section 18-1. REORGANIZATIONS OR REDUCTIONS IN FORCE (RIFs) :**

The Employer agrees that in the event of a reduction in force (RIF) or a reorganization, an active out-placement program will be implemented. The primary aim of this program will be to find a position in the Federal Service for each affected employee commensurate with that employee's skills, experience, and career goals. Finding a non-Federal sector position meeting these requirements will be a secondary aim of the program.

**Section 18-2. PERSONNEL FILES:** The Union and management will jointly encourage each employee to see that his personnel file and resume/application are up-to-date as soon as the RIF or reorganization is announced. The Employer will add to the personnel file any changes or amendments the employee desires in accordance with regulations. Both the personnel file and resume/application will be used to match employees with vacancies. Employees possessing skills in more than one area will designate that area(s) in which they wish to be matched for consideration for vacancies, if permitted by the respective placement program.

**Section 18-3.**

a. The Directorate of Civilian Personnel will review the Official Personnel Folders of employees being separated to identify the specific grades and series of positions for which the employees qualify, and determine the interest of employees in order to develop the best opportunities for continued employment. This includes contacting appropriate sources; e.g., OPM, other Federal agencies, etc., in an attempt to find appropriate positions.

b. Employees will be informed of and provided opportunity to register in the DoD Priority Placement Program, and appropriate interagency placement assistance programs. Employees will be afforded all placement opportunities in consonance with the individual program criteria.

c. Upon request by the Union, information will be provided to the Union on what specific positions an individual employee(s) is determined to be qualified for and what specific actions have been taken to assist that employee in placement.

**Section 18-4.**

a. A work group will be established to operate an outplacement program on RIFs, which result in separation of bargaining unit employees. The group will operate for the duration of the RIF or reorganization.

b. The work group will interface with federal and private sector employers in an effort to seek placement for impacted employees.

c. The Union shall be authorized to designate a representative to serve on the work group.

**Section 18-5.**

a. A program participant will remain eligible for placement assistance until he:

(1) Voluntarily separates;

(2) Accepts a valid offer; or,

(3) Declines a valid offer or an intervening grade level offer.

b. A valid offer is a position that is considered valid under the provisions of the appropriate program. This generally means a position at the same pay and/or grade as the position of record. A valid offer must be within the commuting area or in another geographical location in which the employee has expressed a written interest.

c. Where applicable, any career or career-conditional employee will be given preference for rehiring in temporary positions for which they meet the requirements. It is understood that acceptance of temporary employment will not alter an employee's right to be offered permanent employment provided it is in consonance with the individual program criteria.

**ARTICLE 20**  
**TRAINING**

**Section 20-1.** Management and the Union agree that the training and development of employees within the bargaining unit is a matter of primary importance to the parties. Through Management-Union cooperation, the parties shall seek the maximum training and development of all employees. Consistent with its needs, Management agrees to develop and maintain forwardlooking, effective policies and programs designed to achieve this purpose.

**Section 20-2.** Management will provide or otherwise make available training opportunities that will best serve the needs of the organization. Cross training assignments may be made to enhance the employee's work experience subject to the fulfillment of the Command's mission. Cross training will be in conformance with the Merit Promotion Program.

**Section 20-3.**

a. Management officials and supervisors are encouraged to identify and document training and development needs of employees, to include computer skills, certification, licensure, and/or certification requirements during TAPES counseling.

b. Generally, in-service training is job-related training conducted during duty hours at the work place. Questions concerning compensation of employees required to attend inservice training during other than their normal duty hours should be referred to the servicing Personnel Specialist, Directorate of Civilian Personnel.

**Section 20-4.** When appropriate and funding is available, Management officials may fund training for bargaining unit members. This training may include continuing education or other training required for employees to accomplish their job or enhance their performance. Furthermore, requests for administrative leave to attend continuing education, lectures, and professional meetings directly related to the position of the employee may be supported by management when mission permits. Management officials and supervisors are encouraged to

support employees in obtaining access to available funds by assisting them with their applications for training.

**Section 20-5.** The Employer agrees that when an employee is adversely affected by a reduction in force, reorganization, or transfer of function, sufficient training will be provided as determined by the Employer to enable the affected employee to perform duties of a new position and/or assisting in the placement of employee.

**Section 20-6.**

a. The Employer will provide a listing of job related courses to supervisors that employees may request to attend that are funded by Civilian Personnel for posting on official bulletin boards. A copy of the listing will be provided to the Union and a report of utilization of available class seats will be provided, upon request, to the Union.

b. Management will encourage and assist employees in applying for these training opportunities.

**Section 20-7.** The Union will be informed annually by the Employer of the amount of available funds specifically set aside for civilian training and, upon request, the utilization of funds distributed to a Department or Section for the purpose of training.

a. In the spirit of Partnership, prior to the development of an annual civilian training plan the Union is encouraged to provide written input and/or to present their views for consideration to the Employer. When the Directorate of Civilian Personnel provides notification to the Employer of initial development, simultaneous notification will be provided to the Union.

b. The Union will be provided notice and an opportunity to bargain as appropriate on the impact and implementation of training for bargaining unit employees to support new missions or new technology as determined or required by Management.

**Section 20-8.** Bargaining unit employees will be provided administrative time for any certification, licensing, etc., that may be required for qualifying and retaining their currently held jobs.

**ARTICLE 21**  
**HOURS OF WORK**

**Section 21-1.** For full time employees, eight hours shall constitute the regular tour of duty workday. The basic administrative workweek is five eight-hour days during the period Sunday through Saturday. Work in excess of eight hours in a day or 40 hours in an administrative workweek will be considered overtime. For employees on Alternative Work Schedules (AWS), work in excess of their scheduled daily tour of duty or in excess of 80 hours in a pay period will be considered overtime. The Union will be provided an opportunity to bargain as appropriate on the impact and implementation of changes to established tours of duty and hours of work.

**Section 21-2.** Where changes in assigned tour of duty or work hours are required due to mission requirement or because costs would be substantially increased, management will notify employees of these changes at the earliest possible time. Where changes in assigned tour of duty or work hours are required due to mission requirement, management will notify employees of these changes at the earliest possible time. Management officials should contact affected employees about all schedule changes posted during the employee's absence.

**Section 21-3.**

a. Where shifts are used employees are encouraged to notify their supervisors of their shift preferences.

b. Supervisors and Management officials should consider, when feasible or practical, shift preferences submitted by employees in developing schedules.

c. When supervisors and Management officials determine that using shift preferences in scheduling is appropriate they should consider the information provided by the employees, to include personal hardships. Other factors that may be considered include but are not limited to service computation date, job skills, assignment history, length of service in current position, etc.

d. Management officials are encouraged to schedule shift employees so that they normally receive at least 24 hours off between changing shifts and will provide a minimum of eight

hours between changing shifts unless at the request of the employee or when precluded by critical mission requirements.

e. In addition, the following should be given serious consideration by officials when establishing schedules for shift employees:

(1) Assignment of employees to tours of duty/shifts for extended periods rather than shorter periods may be more beneficial to the employees and could result in greater productivity. When possible, and when additional costs to management are not incurred, this should be considered.

(2) When workload and staffing permit, scheduling of two consecutive days off is encouraged.

(3) Weekends off will be scheduled on an impartial basis.

(4) Supervisors are encouraged to approve temporary shift swaps between equally qualified employees when they receive reasonable advance notice (normally one week) and in cases of hardship situations.

(5) Supervisors are also encouraged to approve permanent shift swaps in accordance with Section e(4) above when mission accomplishment is not affected.

**Section 21-4.** When employees on shift work are not permitted to leave the work area for lunch due to mission needs, they will be granted a 20-minute paid lunch break, and must remain in a ready status.

**Section 21-5.** Except when the head of an agency determines that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased, the occurrence of holidays shall not affect the designation of the basic workweek. Scheduling should allow equal opportunity for holidays off when feasible.

a. Where holidays must be staffed, qualified volunteers should be sought prior to impartial duty assignment when feasible.

b. When a federal holiday falls on a regular scheduled day off, employees will be given the appropriate day off or the appropriate holiday pay compensation in accordance with regulations.

**Section 21-6.** Employees who are required to work through their lunch will be compensated in accordance with appropriate regulations. Those employees eligible for monetary compensation will not be required to take their lunch period at an unreasonable time in order to avoid compensation. Snacking at the work site, when permissible, by employees who have been required to work through lunch will not be construed by supervisors as compensation for a bona fide lunch break.

**Section 21-7.**

a. Employees in the unit are authorized one 15 minute break during each 4-hour work period and a 15 minute break during each 4 continuous hours of overtime.

b. Management may approve equivalent intermittent breaks during the day in lieu of the scheduled break period.

c. Smoke breaks will be conducted in accordance with Article 36, Smoking Policy.

**Section 21-8.** The Employer recognizes its obligation to notify and provide the Union an opportunity to bargain, as appropriate, on the number, types, and grades of employees or positions assigned to any tour of duty established under the flexitour/or compressed work schedule program.

**Section 21-9. RELIGIOUS OBSERVANCES:**

An employee whose personal religious beliefs require that he be absent from work during scheduled work periods may elect, with the approval of his supervisor, to engage in overtime work for time lost as the result of meeting those religious requirements. Any employee who elects such overtime work with the approval of Management shall be granted equal time off from his scheduled tour of duty (in lieu of overtime pay) for such religious reasons, or requirements.

**Section 21-10.** Employees who are required to change clothes, clean up, and store equipment will be allowed a reasonable amount of time, not to exceed 15 minutes, prior to the start of the shift and at the end of the day.

**Section 21-11.** An employee on a temporary duty (TDY) assignment or attending training will follow the work schedule used at the temporary work site.

**Section 21-12. ALTERNATE WORK SCHEDULES (AWS):**

a. An AWS, by definition, is hours of work other than the standard core hours. "Core Hours" are the period of time when all employees are present at work. There are hourly work requirements that must be fulfilled by civilian employees, and in the case of full-time employees, there is an 80-hour biweekly work requirement which coincides with pay periods.

b. Flexitour. Basic 8 hours per day, 5 days per week, with beginning and ending points different from the standard 0730-1630 tour of duty.

c. Alternate Work Schedule for Rhoades and Budge Dental Clinic

(1) The AWS the command is offering to employees is a "5-4-9" schedule. This is a work schedule that includes eight, nine hour workdays and one, eight-hour workday (which will be Friday) within the biweekly pay period. The other Friday in the biweekly pay period will be taken off. This schedule will observe a one hour lunch period which is scheduled from 1100-1200. Military and civilian personnel have the option to participate in the AWS or maintain the present work schedule of eight-hour workdays.

(2) Leave taken Monday through Thursday is charged as a nine-hour day for GS employees.

(3) Personal appointments should be conducted on the Friday the employee is scheduled to be off.

(4) Selection of A and B teams for each clinic will be conducted by the clinic chain of command. Once the teams are designated they are final.

(5) All civilian personnel at Rhoades and Budge Dental Clinics, except for dental hygienists and dental laboratory technicians that originally chose to work the AWS may change back to ten, eight hour work days only if they find another civilian employee of the same grade and job description who is not working the AWS to switch with. On a case-by-case basis, management may allow an employee to switch back to the regular schedule if the change is in the best interest of the organization. [Dental laboratory technicians and hygienists are able to function independently (the only requirement for dental

hygienists is that there be a dentist in the facility when they practice). Dentists are dependent on the rest of the ancillary staff which restricts the ability of the DENTAC to accommodate changes.]

(6) The work schedule for new employees will be determined on a case by case basis. As a general rule, GS dental assistants hired will work the schedule of the dentist they are assigned to. Any new receptionists hired will be assigned a work schedule based on needs of the organization.

(7) Alternate Work Schedule Example

WEEK MON TUE WED THUR FRI

1 9 9 9 9 Team A-Off

Team B-8

2 9 9 9 9 Team A-8

Team B-Off

d. The AWS for the Oral and Maxillofacial/Hospital Dental Clinic

(1) This AWS work schedule includes eight, eight and one half hour workdays (Monday through Thursday) and two, sixhour workdays (which will be Fridays) in the biweekly pay period. This schedule will observe a one hour lunch period from 1100-1200.

(2) General Schedule employees who take leave Monday through Thursday are charged eight and one half hours (8.5). Leave taken on Friday will be charged six hours (6).

(3) Personal appointments, if at all possible, should be conducted on the Friday afternoon the employee is scheduled to be off.

(4) Alternate Work Schedule Example

WEEK MON TUE WED THUR FRI

1 8.5 8.5 8.5 8.5 6.0

2 8.5 8.5 8.5 8.5 6.0

**Section 21-13.** Compressed Work Schedule (CWS) - Pay Periods with Training Holidays

a. At the beginning of a pay period that contains a Training and Federal Holidays, all GS employees participating in the CWS will work the same schedule. All personnel participating in the CWS will take the Training Holiday off. This schedule will also observe a one hour lunch period scheduled from 1100-1200. For personnel participating in the CWS, leave taken on any day during the CWS, except for the Federal Holiday, will be charged a nine-hour day.

b. A policy letter will be negotiated by the first week of the fiscal year delineating the schedule for time worked in pay periods containing training holidays in conjunction with Federal holidays.

c. General Schedule employees who work the Compressed Schedule work eight, nine-hour days during these pay periods and are off on the Training Holiday. The eight hours of accumulated time are floated to the Federal Holiday regardless of the day of the week the Federal Holiday falls on. This means that all Federal Holidays are considered to be eight hour days for pay purposes.

d. General Schedule employees, to include those not participating in the AWS, have four options in regards to Training Holidays and will indicate which option they choose to exercise by completion of memorandum subject: Work Option for General Schedule Employees on Training Holidays.

(1) Work the Compressed Schedule.

(2) Take leave on the Training Holiday and work eight, eight-hour days.

(3) Work an eight-hour day on both the Training Holiday (work may be at another clinic on the Training Holiday) and the other eight-hour days.

(4) Use any Compensatory Time that may have been accumulated toward the Training Holiday. If the General Schedule employee has less than nine hours of Compensatory Time they may use whatever they have accumulated and take Annual Leave for the balance of the nine hours. Compensatory Time can only be awarded for direct patient care and management is not required to provide opportunities for employees to build Compensatory Time. General Schedule employees may bank up to 32

hours of compensatory time to be used for Training Holidays. Compensatory time in excess of 32 hours must be used within two pay periods from when it was earned.

(5) General Schedule employees election options of taking leave on the Training Holiday or working the Training Holiday will work the normal eight hour day if assigned to Rhoades or Budge Dental Clinic or eight and one half hours, Monday through Thursday and six hours on Friday if assigned to the Oral Maxillofacial Surgery Hospital Dental Clinic

e. Historically, most GS employees elect to consistently work one of the above schedules in pay periods containing Training Holidays/Federal Holidays. An internal memorandum, subject: Work Option for General Schedule Employees in Training Holidays, detailing the above schedules will be provided to each GS employee who will in turn indicate which schedule they wish to work during these pay periods. The original of the form will be kept at DENTAC Headquarters and a copy will be maintained at the employee's clinic. General Schedule employees who elect to change their schedule may do so during the fiscal year by submitting a written request at least three weeks before the respective pay period containing a Training/Federal Holiday. The clinic management will try to accommodate each request but the request may be denied based on mission requirements.

#### **Section 21-14. Compensatory Time for GS employees**

a. A GS employee may earn compensatory time through direct patient care and/or for trauma call. Direct patient care will be defined by the OIC/NCOIC or Registered Nurse and will be influenced by patient load, staffing shortages, administrative requirements, and the coordination and preparation of surgical cases. The GS employee is responsible for submitting accurate paperwork during the same pay period in which the compensatory time is earned. Compensatory time will be earned one for one (1:1) hour during normal duty hours.

b. A GS employee may accumulate compensatory time if they agree to work past the end of the official duty day or into their lunch hour providing direct patient care up to .5 hours per lunch period. These opportunities occur on an **unscheduled** basis such as procedures taking longer than expected in the clinic or during operating room surgeries. All GS employees who work into their lunch hour are required to take a .5 hour lunch period.

**Section 21-15.**

a. Once operational needs are taken care of, any other conflict of scheduling in either leave or work hours for employees will be resolved in favor of the employee who has seniority by computation date as defined locally by clinic.

b. Guidance to Managers. Approval authority for implementing or altering AWS is the Commander. Approval authorities should carefully consider all possible AWS impacts (i.e. impact on other employees in the section and customer service) prior to approval and must cite negative impacts in order to deny AWS. Managers requesting AWS changes from the approval authority must do so in writing and show negative impact or hardship directly related to AWS. Managerial proposed changes to AWS must be coordinated with the Union. Prior to approving or changing AWS, managers and approval authorities should consult with Manpower/Human Resources Branch, and CPAC for guidance. Employees will be notified in writing of management's decision on requests to initiate or change AWS. A copy of the employee's request and management's decision will be placed in the employee's folder. A second copy will be forwarded to the employee's timekeeper for changes to his/her work schedule in the Defense Civilian Payroll System (DCPS) for accurate timekeeping.

**ARTICLE 22**  
**OVERTIME/ON CALL/STANDBY**

**Section 22-1. DEFINITIONS**

a. **Fair Labor Standard Act** (FLSA), enacted in 1938, provides for minimum standards for both wages and overtime entitlements, and delineates administrative procedures by which covered work time must be compensated. The Act exempts specified employees or groups of employees from the application of certain of its provisions.

b. **Nonexempt Employee** under FLSA means an employee who is covered by the Act and its wage and overtime pay entitlements (see block 35, Standard Form 50, Notification of Personnel Action). Any employee of an agency who is not specifically excluded by another statute is covered by the Act. Normally, General Schedule (GS) employees properly classified at grade 10 or below will be covered, unless specifically excluded. All federal wage grade employees are covered.

c. **Exempt Employee** under FLSA means an employee who is not covered by certain provisions of the Act (see block 35, Standard Form 50, Notification of Personnel Action). Normally, any properly classified GS employee who holds a position defined as executive, administrative or professional under certain sections of Title 5 of the Code of Federal Regulations will be exempt.

**PART I - OVERTIME**

**Section 22-2.**

a. An **overtime roster** is one which identifies employees in a specific section/organizational unit who are subject to perform scheduled or unscheduled work in an overtime status.

b. **Irregular or occasional overtime work** means overtime work that is not part of an employee's regularly scheduled administrative work week.

c. **Regular overtime work** means overtime work that is part of an employee's regularly scheduled administrative work week.

d. The assignment of overtime work is a function of Management, and Management officials are required to keep

overtime work to a minimum consistent with the accomplishment of the Employer's mission. Therefore, supervisors are expected to assign overtime work in such a way as to accomplish it as efficiently and expeditiously as practicable. **Overtime will not be used by the supervisor as a reward or punishment.**

**Section 22-3.**

a. All employees may be required to perform overtime work consistent with mission accomplishment and must do so unless the supervisor determines that overtime for any employee would be inappropriate due to such reasons as impairment of health, efficiency, or undue personal hardship such as a scheduled vacation or other justifiable reasons.

b. An employee will be released from an overtime assignment provided his reasons, as determined by the supervisor, are valid and another qualified employee familiar with the work is available for overtime. Management will provide a written denial when the employee provides a written request for release with justification.

**Section 22-4.** In sections/organizational units where overtime is routinely required or where special mission requirements create a recurring need for overtime for a specific period, a rotational system or roster will be established. Each employee within a section/organizational unit will be given the opportunity to participate in overtime work assignments on an equitable basis insofar as the requirements of an organization/section permit and provided they are qualified to do the work. It is recognized that certain factors (i.e., continuity of shifts, patient care needs, or skill requirements) may cause temporary imbalances in the equitable distribution of overtime. In a section where some employees prefer to work overtime and others do not, a record of their preferences will be maintained and when possible those qualified employees preferring overtime will be offered overtime first. When no qualified volunteers are available, overtime will be equitably distributed amongst all qualified employees. It is understood that the employee finally selected to work the overtime must do so unless excused in accordance with Section 3. In order to change the employee's stated preference for overtime, the employee should notify Management in writing. In those areas where overtime is routinely required, records of overtime will be maintained by Management and be available for the Union's review upon request.

**Section 22-5.** Employees needed for overtime work will be given advance notice but the parties agree employees should be willing to accept overtime on short notice. Management agrees to make reasonable efforts to notify employees of the possibility of overtime work or the requirement to work overtime far enough in advance to allow employees to adjust to the requirement. Management will provide 72 hours notice of approved overtime requirements when feasible or notice will be provided as soon as the need for overtime is determined, when 72 hours advance notice cannot be provided.

**Section 22-6.** Employees required to perform authorized overtime work shall be compensated in accordance with applicable Federal laws. Employees classified non-exempt under the Fair Labor Standards Act may not perform work outside normal working hours unless specifically ordered or authorized by the Employer to do so. If the Employer suffers and permits these employees to work, they should be paid overtime, or given compensatory time at the employee's option.

**Section 22-7.**

a. To the maximum extent practicable, Management shall schedule the time to be spent by an employee in travel status away from his duty station within the regularly scheduled workweek of the employee.

b. When it is required that travel be performed during nonduty days or non-duty hours, an employee will be compensated for overtime as provided for by applicable Federal law.

**Section 22-8.** Irregular and occasional overtime will be compensated in fifteen (15) minute increments. If an employee works eight (8) or more minutes in a quarter hour, that employee will be compensated for fifteen (15) minutes of overtime. If an employee works seven (7) minutes or less the employee will not be compensated. This is not to be interpreted that Management may work employees on a regular basis for seven (7) minutes or less without compensation. Regular overtime and irregular/occasional overtime are paid as provided for by applicable Federal law.

**Section 22-9.**

a. A minimum of two (2) hours of overtime will be paid if an employee is required to return to the place of employment for unscheduled overtime work or to work unscheduled overtime on a

nonscheduled work day. If the callback occurs on a holiday during the employee's regular schedule, a minimum of two (2) hours overtime pay will be paid. When an employee receives the two (2) hours minimum pay for work performed, employee is compensated for the actual number of hours worked.

b. If an employee receives a telephone call and performs approved telephone/electronic work after duty hours, the employee is compensated for the actual number of hours worked and does not receive the two (2) hours minimum pay (see Section 8, Article 22).

## **PART II - ON-CALL**

### **Section 22-10.**

a. An **on-call roster** is one which identifies employees who are subject to being recalled from off duty status to perform work. The on-call roster is a list of employees in alphabetical order, by job occupation, with new employees added at the bottom of the roster. A separate list will be maintained for each series and job title. Management will call the employees in the order of the list. The Oral Surgery Team will operate under a separate roster. Management will maintain a current written policy for after hours dental care support.

b. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:

(1) The employee is allowed to leave a telephone number for the purpose of being contacted, and employees will not be required to stay at home; or

(2) The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

(3) Employees will normally not be required to wear and respond to beepers/pagers/cell phones. However, management may offer beepers/pagers/cell phones to readily contact employees called back to duty without being declared to be in a pay status. If employees are required to wear beepers/pagers/cell phones, they will be in a "standby status" as delineated in Section 22-11.

c. The use of qualified volunteers will be maintained for a trial period (6 months) prior to management assigning such duties to non-volunteers. When rosters are routinely required or where special mission requirements create a recurring need for on-call rosters, volunteers may be considered.

d. On-call employees will usually be utilized for emergency work.

e. Employees on call for periods that include a holiday will be entitled to overtime pay.

f. This article will be renegotiated at such time as DOD/US Congress authorizes compensation for on-call duty.

### **Part III - STANDBY**

#### **Section 22-11.**

a. A **standby roster** is one which identifies employees and schedules them for a particular period of time. The employee is required to be in a standby status at the employer premises, their residence, or other designated location and must maintain himself or herself in a ready status to return to work to perform duties during a specific period of time outside of their normal duty hours.

b. An employee will be considered on duty and time spent in a standby status shall be considered hours of work if:

(1) The employee is restricted to the agency's premises, or so close thereto that the employee cannot use the time effectively for his or her own purpose; or

(2) The employee, although not restricted to the agency's premises:

(a) Is restricted to his living quarters or designated post of duty

(b) Has his activities substantially limited; **and**

(c) Is required to remain in a state of readiness to perform work.

c. Employees scheduled will be issued pagers or other mobile technology, if funding permits, which will be used to notify them.

d. To the extent possible, employees shall not be scheduled while on approved annual leave.

#### **Part IV - ON CALL AND/OR STANDBY PROCEDURES**

##### **Section 22-12.**

a. In order to ensure that rosters are being utilized appropriately and employees are being fairly treated, the Employer will conduct a 100% review of all roster requirements to include but not restricted to the necessity for the roster, the requirement for electronic devices, and other options for eliminating the need for the rosters and reducing the inconvenience to employees. An initial review will be conducted within ninety (90) days after implementation of this contract, and each succeeding anniversary date of the review, during the life of this contract. The results of the review will be communicated to the Union.

b. The Employer has responsibility for determining the internal procedures for establishment of or changes to an oncall roster system and/or a standby roster system prior to implementation. The impact and implementation of any on-call or standby system, proposed or changed by Management will be negotiated with the Union as appropriate. The Union may request review of any existing on-call or standby systems presently in effect, for compliance with the provisions of this Article.

**ARTICLE 23**  
**LEAVE**

**Section 23-1.** Employees will earn sick and annual leave in accordance with applicable statutes and regulations. All leave charges will be in increments of 15 minutes (one-quarter hour) pursuant to the Defense Finance and Accounting Service regulations or as authorized by the Department of Army. Annual and sick leave will be administered in accordance with Fort Sam Houston Regulation 690-14 and other applicable laws and regulations, and this contract.

a. In the spirit of Partnership, Management and the Union recognize the potential adverse affect that unscheduled leaves have on other employees and the accomplishment of the mission, and;

b. Therefore, strongly encourage employees to fulfill their personal responsibility to promptly notify management of such requests where necessitated.

c. It is a joint responsibility of employees and supervisors to ensure leave is approved by the designated supervisor on a timely basis. This includes previously requested leave on a schedule and unscheduled leave.

**PART I - ANNUAL LEAVE**

**Section 23-2.** For the purposes of this Article, scheduled annual leave refers to leaves that are a part of an Annual Leave Plan that has been submitted and tentatively approved in accordance with Section 4, Part I, of this Article. Unscheduled annual leaves are those not part of this Plan that are requested by an employee outside of the Plan and beyond the January 31<sup>st</sup> submission deadline. An approved leave is any leave scheduled or unscheduled that has been approved by the supervisor or higher level Management official.

**Section 23-3.** The use of accrued annual leave is an employee's right and may be requested for any duration, at any time or pattern but its use is subject to the approval of the supervisor. When employees can be spared from their duties, annual leave will be granted freely for personal or emergency purposes. Management officials should base approval or

disapproval of a request for annual leave on their ability to accomplish their mission given staffing and/or workload projections rather than other reasons.

**Section 23-4.** Management officials are encouraged to advise their employees of the need to begin projecting their annual leave requests for the following leave year after the Thanksgiving holidays. By October 15th of each year, Management will notify their employees of the need to submit their projected annual leave requests. The designated Staff Office of DENTAC will issue a letter to all employees, supervisors, and managers in November of each year to ensure the preceding provisions in this Section are accomplished. Employees should turn in their projected annual leave schedule, to include all use or lose leave, by November 1st each year. Management will inform employees no later than December 1st each year of the approval or disapproval of the annual leave request schedule. The weeks of Christmas and New Year will be included as part of the leave plan. Where a conflict exists between more than one bargaining unit employee for requested holiday leaves, management officials should consider approving a portion of each employee's request so that the maximum number of employees will have an opportunity to take time off during the holidays.

a. Employees who fail to submit a projected leave schedule for use or lose leave and later submit an unscheduled leave request should not normally be given priority over employees with scheduled annual leaves.

b. Unscheduled annual leave requests will be approved or disapproved on an individual basis in accordance with Section 3 above. Employees who are unable to report for duty due to a personal emergency must request annual leave as early as possible before the beginning of their tour of duty and no later than two hours after their tour of duty begins. When it is mission essential, the Union and Employer recognize there may be a requirement in an organization for employees to request unscheduled leave from the supervisor prior to the beginning of their shift.

c. Where a conflict exists between bargaining unit employees such that each employee cannot be granted leave at the same time due to the effect of their absence on the mission, the most senior employee in terms of Service Computation Date (Leave) will be granted the requested leave.

d. When there is a conflict from year to year with specific dates, such as dates near holidays, the SCD provisions will be used in a rotating manner to ensure all employees have an opportunity for approved leave. In other words the same senior employee would not have approved leave for the same dates year to year.

e. For unscheduled leave requests, the supervisor will consider leave approval based on a written request by earliest date of receipt by the supervisor.

f. When an employee requests annual leave in conjunction with scheduled days off at the beginning and end of the leave period, management will not adjust that employee's scheduled days off without sufficient justification based on mission workload and/or staffing requirements.

g. Management recognizes the needs of employees to plan vacation and personal time off, therefore, leave which has been scheduled well in advance will not be canceled without sufficient justification based on mission workload and/or staffing requirements.

**Section 23-5.** Where mission, workload, and scheduling permits, Management is encouraged to accommodate employee leave requests, which are for the purpose of attaining additional education.

## **PART II - SICK LEAVE**

**Section 23-6.** Sick leave is an earned benefit and will be granted, if available, to employees for appropriate absences such as:

a. When they are incapacitated from the performance of their duties by physical or mental illness, injury, pregnancy or childbirth; or,

b. When a member of the immediate family of the employee is afflicted with a contagious disease and requires attendance of the employee; or,

c. When, through exposure to contagious disease the presence of the employee at his post of duty would jeopardize the health of others; or,

d. To provide care for a family member as a result of

physical or mental illness; injury; pregnancy; childbirth; or medical, dental or optical examination or treatment; or,

e. To make arrangements necessitated by the death of a family member or to attend the funeral of a family member; or,

f. For medical, dental, or optical appointments, examinations or treatment. Requests will normally be made in advance and time granted normally shall not exceed that required for travel, examination, and treatment. Employees will normally be expected to return to work upon the completion of such appointment, provided that they are physically able and can report for as much as two hours; or annual leave may be granted at the discretion of the supervisor upon request from an employee for the remainder of the day, when it is not appropriate for charge to sick leave.

(1) Employees have the option of taking annual leave rather than sick leave when keeping medical/dental appointments.

(2) Where an employee has a limited amount of sick leave due to extended medical absences and requests in advance a change in work schedule to meet medical/dental appointments, the supervisor should make positive effort to accommodate such requests when possible or practicable.

**Section 23-7.** An employee who is prevented from reporting to his scheduled tour of duty because of an incapacitating illness or injury shall notify his supervisor or other designated leave approving official as early as possible before the beginning of the tour of duty, and no later than two hours after the beginning of the employee's normal work shift. When it is mission essential, the Union and Employer recognize there may be a requirement in an organization for employees to request unscheduled leave from the supervisor prior to the beginning of their shift.

a. The employee is responsible for making every reasonable effort to insure that notification is made to his supervisor. Management should inform employees in writing of the full names and telephone numbers of the appropriate officials to whom to report. If the appropriate official cannot be reached, the employee may leave the details with a responsible person in the duty section for the supervisor. The supervisor should attempt to return the employee's message; however, the employee is

responsible for following up to determine the outcome of the leave request.

b. When reporting, the employee shall furnish the reason for absence, the estimated duration of absence, and will keep the supervisor informed of any changes in his condition affecting his continued absence. The supervisory official will advise the employee of reporting requirements. The supervisory official may relieve the employee from making a daily phone call based on individual circumstances.

c. Upon return to duty if the absence exceeds three (3) consecutive work days, employees must furnish a signed statement from a physician or licensed medical practitioner that they were incapacitated for duty during the entire period of absence and in cases where the employee is required to be medically cleared for return to duty.

(1) This requirement for a medical statement may be waived where a chronic condition had been previously documented except when there is an existing requirement to be medically cleared for return to duty.

(2) Additionally, for absences of up to 5 consecutive work days, employees who have used 36 hours of sick leave or less in the preceding leave year may be permitted to provide a personally signed statement explaining the nature of the illness and the reasons why a physician's services were not utilized except when there is an existing requirement to be medically cleared for return to duty. This provision does not apply to employees who do not have a 1-year sick leave record established. Therefore, they cannot self-certify.

**Section 23-8.** Where there is substantial evidence or reason to believe that an employee is abusing sick leave entitlement:

a. Management may counsel, with the Union attending at management's discretion, and advise the employee with respect to the possible future requirement of medical certification for absences; or,

b. Management may require the employee furnish a medical certificate for each absence of any duration. The requirement for a medical certificate will be provided the employee in writing and a copy may be placed in the Supervisor's Employee Brief.

c. Management will review the sick leave record with said employee at least semi-annually. Where such review reveals no specific evidence that the employee has abused sick leave privileges during the period reviewed, the employee will be notified, in writing, that a medical certificate will no longer be required for each absence and the original letter will be removed from the record.

### **PART III - MATERNITY AND PATERNITY LEAVE**

**Section 23-9.** An employee who is pregnant may be granted sick leave, annual leave, or leave without pay, as appropriate, during delivery, confinement and care of the infant. An employee will make known to her supervisor her intent to request leave for maternity reasons, including the type of leave, and the approximate dates, in order that the supervisor may plan for staffing adjustments which may be necessary during her absence.

a. Annual leave, sick leave or leave without pay may be granted to male employees in order to aid or assist in care of his minor children or the mother of the newborn child while she is incapacitated for maternity reasons.

b. Annual leave, sick leave, or leave without pay may also be granted to any employee when adopting a child.

### **PART IV - ADMINISTRATIVE LEAVE OR EXCUSED ABSENCE**

**Section 23-10.** Administrative leave or excused absence may be granted to employees in accordance with governing regulations for participation in such civic activities as:

a. **Registration and Voting:** Management may, upon request, excuse employees from work in order to vote or register to vote provided that the particular circumstances regarding the employee(s) make voting/registering before or after duty hours impractical.

b. **Blood Donation:** Normally, 4 hours of administrative leave may be granted on the day of donation to employees for donating blood, for recuperation and for the time to travel to and from the location where the blood is given. This may be extended in unusual circumstances.

c. **Bone Marrow or Organ Donor Leave:** Upon request, the Employer may grant bone marrow or organ donor leave as

appropriate to employees who serve as a bone marrow or organ donor.

d. **Court Leave:** Court Leave is authorized absence, without charge to leave or loss of pay for jury duty or to serve when summoned as a witness, in a nonofficial capacity, on behalf of federal, state, or local government or when such government is a party to an action. Management will grant court leave as appropriate.

(1) Employees excused for court duty when two or more hours remain in the workday are expected to return to duty unless extenuating circumstances (distance from home, duty station, court, etc.) make returning impractical.

(2) Employees will present evidence of a call to court service to their supervisor immediately upon receipt. Upon completion of court duty, employees will obtain a Certificate of Service from the Court Clerk and deliver it to their supervisor.

e. **Unusual Climatic Conditions:** Excused absence which may be appropriate due to weather extremes is within the discretion of Management and will be appropriately considered in accordance with applicable laws and regulations. Emergency essential employees will continue to report to duty as directed by the Employer. The Vice President/Chief Steward of DENTAC will be incorporated into the DENTAC alert roster in case of emergency situations.

f. **Work Interruptions:** Employees who are prevented from working due to interruptions or suspension of normal work operations will be assigned to other work where possible. If other work is not available, the employee may be excused or placed on leave at the discretion of Management. Where employees are excused, management will notify employees.

g. **Infrequent Absences and Tardiness:** Management shall have the option to excuse infrequent absences and tardiness of less than an hour on the part of the employee. Each case shall be considered on its merits and employees shall be treated fairly.

**Section 23-11.** Leave without pay may be granted to employees for the following reasons:

- a. For purposes of relocation from installation to installation.
- b. When an employee is disabled and receiving OWCP benefits.
- c. All other situations in accordance with applicable rules and laws.

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**ARTICLE 24**  
**EMPLOYEE COUNSELING**

**Section 24-1.** The following article addresses the two broad categories of counseling conducted by Management: performance-based counseling and conduct-based counseling. Counseling(s) are intended to be reasonable, fair, and constructive so as to encourage an employee's improvement in areas of conduct and performance.

**Section 24-2.** When it is determined that verbal or written counseling is necessary, the counseling will normally be accomplished during a private session with the concerned employee and the appropriate supervisor whenever possible and practical.

- a. For performance-based counseling sessions, an employee is not entitled to Union representation during the initial session. However, a supervisor may, at his discretion, invite the Union to attend.
- b. For conduct-based counseling sessions, an employee may request Union representation during the initial session. If requested, such representation must be granted by Management.
- c. A conduct-based counseling session should not be confused with an examination in connection with an investigation. A counseling session should not include investigatory questions by the supervisor.
- d. One on one counseling is normally encouraged for the initial counseling sessions; however, when Management determines it necessary to have more than one Management official at a counseling session then the employee will normally be informed in advance and told the nature of the counseling session so as to make an informed decision regarding his rights to and desire for Union representation. This does not interfere with the employee's rights to have Union representation in accordance with Article 3, Section 5, and Article 4, Section 4.
- e. Supervisors have the option to request a Union representative attend any counseling subject to the concurrence of the employee. They are encouraged to consider this option,

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as needed, based on the individual circumstances of the counseling.

f. The employee is entitled to contact the Union about counseling sessions held by his supervisor. Management will meet with the Union when the Union requests a meeting about a counseling session.

**Section 24-3.** All entries concerning any matter relative to any disciplinary action or that could be used to support future disciplinary action, will be recorded and maintained on the Supervisor's Employee Brief in accordance with Article 25, Employee Records.

**ARTICLE 25**  
**EMPLOYEE RECORDS**

**Section 25-1.** It is the responsibility of the Employer to ensure official personnel records collected, maintained, or retained by its Management officials and supervisors be in accordance with law, government wide regulations, Department of Defense directives, Army regulations, Employer policies, and requirements of certifying agencies.

a. The Supervisor's Employee Brief on the employee will be reviewed with the employee during annual performance review sessions and upon establishment of a new supervisor. The supervisor will review all items in the file and, upon request by the employee, will provide copies of any items in the record. The employee should evidence that a review was conducted by initialing and dating each item during the initial performance review, following each new item's filing, and at the time of review with the new supervisor.

b. Formal disciplinary actions will be documented in the employee's Official Personnel Folder (OPF) in accordance with appropriate regulations. Informal actions will be annotated on the Supervisor's Employee Brief for up to six (6) months. Management may remove formal letters of reprimand or informal disciplinary actions earlier than the established period of time at their option.

c. Employees will be permitted to review their Official Personnel Folders (OPFs) and Supervisor Employee Brief, and obtain a copy at no cost to the employee.

**Section 25-2.**

a. The employee shall be notified by Management when any derogatory matter is documented on the Supervisor's Employee Brief and the employee shall have the opportunity to discuss the matter with the supervisor. The employee will initial and date all derogatory entries made by Management officials and supervisors. The employee's initials will signify knowledge of, not necessarily concurrence with, the entry. The employee has the right to review and acquire a copy of the data sheet within a reasonable time (normally, 3 work days) after the employee's

request. The employee will be given the opportunity to attach a written rebuttal to the entry, within twenty (20) calendar days.

b. The parties understand that the Supervisor's Employee Briefs are subject to provisions of the Privacy Act.

**ARTICLE 26**  
**PERFORMANCE STANDARDS AND EVALUATIONS**

**Section 26-1.** The performance management system will be administered in accordance with Army Regulations and other applicable laws. The Union and Management agree that performance standards or objectives, as applicable, allow supervisors to analyze each subordinate's performance in terms that are familiar to and understood by both. It is further agreed that Management will:

- a. Use the employee's official job description, other pertinent information, and the supervisor's own knowledge of workload, mission requirements, and priorities for the position in question.
- b. Discuss the standards, specific key points, and objectives, as applicable, with the employee(s), soliciting specific comments and suggestions. The discussion should clarify any uncertainty on the part of either the supervisor or the employee as to what will be expected and what the yardsticks of measurement will be.
- c. Attempt to reach mutual agreement with the employee prior to management's final decision concerning the specific key points and objectives, as applicable.
- d. Review the standards with the employee at least annually or when there is a substantive, permanent change in mission requirements or workload.

**Section 26-2.** Once established, a copy of the written standards will be furnished each employee and will be the primary basis for subsequent management decisions (e.g., to train, reward, assign, promote, demote, or remove employees) based on performance. Performance evaluations will be conducted strictly in accordance with such policies and procedures set forth in statute and regulation. An employee must have served under the written standards for a minimum period of one hundred twenty (120) calendar days before being rated.

**Section 26-3. Performance Rating Procedures.** The evaluation of employees by their supervisor shall be objective to the maximum extent possible.

a. In the interest of providing for objectivity in an appraisal, an employee should have been working under the supervisor and an approved performance plan for at least **90 days**. When this is not the case the annual rating will be deferred until these time frames are met unless the employee voluntarily requests otherwise.

b. The rating official shall be a supervisor/management official who has direct knowledge about the employee's performance and the type of work performed and has access to all the employee's performance records.

c. The rating official will discuss the employee's job performance in a private setting with the assignment of a new rating official at 30 days, at the midpoint of the appraisal cycle, during the final rating and as necessary. These counseling reviews will be documented on the appraisal form.

d. A memorandum will be prepared for employees whose performance is less than fully successful at least 90 days prior to their annual appraisal. The memorandum will explain why their performance is less than successful and what specific measures and assistance will be provided to assist them in improving their performance. If the employee's performance is brought up to a fully successful standard during the notice period, the memorandum will be removed from all records no later than 6 months from first notice.

e. If the supervisor has documented shortcomings in the employee's performance, the employee shall be notified when the problem is first perceived. Where performance is less than fully successful, the rater will suggest ways for the employee to improve his/her work in order for the employee to raise his/her performance to a fully successful level.

f. Employees will be afforded fifteen (15) calendar days prior to their annual appraisal to submit accomplishments/contributions related to their performance during their appraisal period. The rater will consider all information such as assignments of any duration, abnormal work situations, and factors beyond the employee's control.

**Section 26-4.** An employee who believes that he has been adversely affected by application of a performance standard may

raise the issue of whether the performance standard, as applied to the employee, is fair and reasonable.

**Section 26-5.** Assignment of performance ratings will be grievable in accordance with the terms of the negotiated grievance procedure Article 37.

**ARTICLE 27  
INCENTIVE AWARDS**

**Section 27-1.**

a. Both parties agree that a well-managed Incentive Awards Program can boost employee morale and result in enhanced unit efficiency, effectiveness, and productivity.

b. The Incentive Awards Program will be administered in accordance with applicable regulations and Employer policy. It will normally consist of cash awards, honorary awards, and time off awards.

**Section 27-2.**

a. As part of the annual budget distribution process, the employer will determine the amount of funds available for cash awards.

b. The Incentive Awards Policy statement will be distributed near the beginning of each fiscal year following the budget process, Union review, and approval by a designated senior employer representative.

c. Cash award funds will normally be distributed to Department/Division/Separate Service level who, in turn, will tailor their own award recognition and distribution process to best accommodate their specific situations.

**Section 27-3.**

a. Management should strive to distribute all awards in a manner which is perceived as fair and equitable.

b. Award presentation to include length of service award should be in accordance with applicable regulatory guidance. Public ceremony may be used if deemed appropriate for the award and circumstance.

**Section 27-4.**

a. Management is highly encouraged to utilize honorary awards to recognize appropriate employee accomplishments.

b. Many of these prestigious awards which consist of certificates, lapel pins, and medals, are highly prized and have significant long-term meaning and personal value for the employee.

**Section 27-5.**

a. Management may agree to consider Time-Off awards, in lieu of cash, to recognize both employee achievements and performance.

**Section 27-6.** The Union will have one participant on the Civilian Employee of the Quarter/Year Board.

**ARTICLE 28**

**ACTIONS BASED ON UNACCEPTABLE PERFORMANCE**

**Section 28-1.** The Employer may reduce in grade or remove an employee for unacceptable performance in accordance with applicable laws and regulations.

**Section 28-2.** Prior to initiating an action under this Article, an employee must be:

a. Informed in writing (Letter of Warning) of the applicable critical elements and standards of performance;

b. Informed of performance deficiencies and what needs to be accomplished for the employee to receive an acceptable rating;

c. Given a Performance Improvement Plan (PIP) and allowed a reasonable amount of time to demonstrate acceptable performance. The exact amount of time will be based on the nature of the performance deficiencies and/or the impact they have on the health, welfare, and safety of patients, customers, other employees, and the employee himself, and will be consistent with all regulations.

d. Performance reviews will be conducted and documented as necessary throughout the improvement period at intervals consistent with those established in the PIP.

**Section 28-3.** An employee whose reduction in grade or removal is proposed is entitled to:

a. Thirty days (30) advance notice (Notice of Proposed Removal/Change to Lower Grade for Unacceptable Performance) of the proposed action which identifies:

(1) Specific instances of unacceptable performance on which the proposed action is based, and that employee has not improved his performance to an acceptable level.

(2) The critical elements of the employee's position involved in each instance of unacceptable performance.

b. Be provided with a complete copy of the performance documentation file used to substantiate the proposed action.

- c. Be represented by a Union representative or by a representative of employee's choice as prescribed by law and regulation.
- d. Be provided at least twenty (20) days following receipt of the proposed action to answer orally and in writing.
- e. A written decision (Notice of Decision) as soon as possible, but not later than thirty (30) days after the notice period expires which:
  - (1) Specifies the instances of unacceptable performance on which the action is based; and
  - (2) Be concurred in by a higher level official than the one who proposed the action.

**Section 28-4.**

- a. Actions to reduce in grade or remove employees for unacceptable performance resulting from alcohol or other drug abuse may be postponed for those enrolled and satisfactorily progressing in an approved rehabilitation program.
- b. Previously initiated action in which the final decision letter has not been issued may be held in abeyance, when appropriate, upon the employee's enrollment and satisfactory progression in the rehabilitation program, provided the employee has not previously refused rehabilitation assistance.
- c. Such action may be re-initiated if job performance is unsatisfactory, or if, at any time during the active rehabilitation process, the employee refuses such assistance.
- d. When an employee is involved in illegal activity; e.g. drugs, the employer is not obligated to accommodate the employee and the provisions in this article do not apply.

**Section 28-5.** In cases of decision to reduce in grade or remove an employee for unacceptable performance, Management agrees that the decision may be based only on those instances of unacceptable performance by the employee specified in the proposed notice.

**ARTICLE 29**  
**DISCIPLINARY ACTIONS**

**Section 29-1.** The public interest requires the maintenance of high standards of conduct for all government employees. When Management determines the need for disciplinary action has occurred, such action will be done in accordance with applicable laws and regulations and this agreement. An employee will be subject to discipline only for such cause as will promote the efficiency of the service. Disciplinary action interventions should be applied to correct or redirect behavior which negatively impacts the public interest, mission, organization, or other employees or customers. Such discipline should be considered as consequences associated with unacceptable behavior.

**Section 29-2.**

a. Disciplinary actions fall into 2 categories:

- (1) informal - oral admonishment and written warnings
- (2) formal - letter of reprimand to suspension of fourteen (14) days or less.

b. Disciplinary actions will be consistent with applicable laws and regulations.

**Section 29-3.**

a. Prior to making a determination as to whether or not disciplinary action is warranted, Management should conduct a preliminary inquiry to document the facts. The inquiry should include discussions with the employee(s) concerned as appropriate.

b. Before being questioned in a formal investigation by Management, Management officials and supervisors should inform the employee as to why he is being questioned and the nature of the allegations, if any, so that the employee may make an informed decision regarding union representation.

c. Employees are entitled to be represented at any examination held for this purpose if:

(1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(2) the employee requests representation.

d. If the employee desires such representation, it shall be granted. Management will wait for a reasonable length of time before proceeding with any further action, not to exceed five (5) business days.

**Section 29-4.** Disciplinary action will be initiated within a reasonable period of time following Management's knowledge of the alleged incident. In cases where disciplinary actions may be taken based upon formal investigative or civil actions generated at the Commander's level or third party, the period may be adjusted accordingly.

**Section 29-5.** An employee who is issued a written reprimand is entitled to:

a. A specific description of the infraction for which reprimanded;

b. An opportunity to review the material relied upon to support the reprimand; and,

c. Advice concerning the employee's right to grieve the action under the negotiated grievance procedure.

**Section 29-6.** An employee against whom a suspension of fourteen (14) days or less is proposed is entitled to:

a. An advance written notice stating the specific reasons for the action.

b. A copy of the supporting evidence, if requested, used to substantiate the disciplinary proposal when not in contravention with law.

c. The name of the deciding official to whom the employee may respond.

d. Be provided at least twenty (20) days following receipt of the proposed action to answer orally and/or in writing, and to furnish affidavits and other documentary evidence in support

of the employee's answer. Upon request of the employee, Management will consider reasonable requests for extensions.

e. Be represented by an attorney or other representative including a Union representative. Representatives must be designated in writing.

f. Be advised of his non-pay status during the notice period, if applicable.

g. Be granted a reasonable amount of official time, if otherwise in a duty status, to review the material relied on to support the reasons in the notice, to secure affidavits or other written statements, and to prepare an answer to the notice.

**Section 29-7.** The official making the final decision on disciplinary matters (excluding letters of reprimand and informal discipline actions) shall normally be at a higher level in the activity than the proposing official. If the deciding official is too closely involved with the incident(s) such that there is a potential conflict of interest, then the decision may be referred to the next level manager or supervisory official. After investigation and consideration of the employee's response and any mitigating factors, this deciding official may:

- a. cancel the action proposed;
- b. institute a lesser action; or,
- c. take the proposed action.

Where the final decision is unfavorable to the employee he will be advised of his right to grieve the decision under the negotiated procedure or a complaint under the EEO procedure if applicable. The name and phone number of the Union President should be included in the letter.

**Section 29-8.**

a. An employee will be given at least seven (7) days from the date of the decision to the effective date of a suspension. If the suspension action is for 7 days or more, at the employee's request, Management will consider incremental periods in lieu of a continuous suspension.

b. Management shall provide the Union with a copy of all disciplinary action decisions, where the employee was represented by the Union.

c. Formal disciplinary actions will be documented in the employee's Official Personnel Folder in accordance with appropriate regulations. Informal actions will be annotated on the Supervisor's Employee Brief for up to six (6) months. Management may remove formal letters of reprimand or informal disciplinary actions earlier than the established period of time at their option.

**ARTICLE 30**  
**ADVERSE ACTIONS**

**Section 30-1.** The public interest requires the maintenance of high standards of conduct for all government employees. When management determines the need for adverse action has occurred, such action will be done in accordance with applicable laws, regulations, and this agreement. An employee will be subject to adverse action only for such cause as will promote the efficiency of the service. Adverse action interventions should be applied to correct or redirect behavior which negatively impacts the public interest, mission, organization, or other employees or customers. Such action should be considered as consequences associated with unacceptable behavior.

**Section 30-2.**

taken in the interest of national security (5 U.S.C. 7532)

a. An adverse action is defined as:

- (1) a removal;
- (2) suspension for more than fourteen (14) days;
- (3) a reduction in grade or pay taken for cause; or,
- (4) furlough for thirty (30) days or less.

b. This Article does not apply to suspensions or removals actions taken under reduction in force procedures, reduction in grade or removal of employees based upon unacceptable performance (5 U.S.C. 4303) or to the separation of an employee serving a probationary or trial period under an initial appointment pursuant to 5 U.S.C. 7511(a) (1) (A).

**Section 30-3.**

a. Prior to making a determination as to whether or not disciplinary adverse action is warranted, Management should conduct a preliminary inquiry to document the facts. The inquiry should include discussions with the employee(s) concerned as appropriate.

b. Before being questioned in a formal investigation by Management, Management officials and supervisors should inform the employee as to why he is being questioned and the nature of the allegations, if any, so that the employee may make an informed decision regarding union representation.

c. Employees are entitled to be represented at any examination held for this purpose if:

(1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(2) the employee requests representation.

d. If the employee desires such representation, it shall be granted. Management will wait for a reasonable length of time before proceeding with any further action, not to exceed five (5) business days.

**Section 30-4.** Adverse action will be initiated within a reasonable period of time following Management's knowledge of the alleged incident. In cases where adverse action may be taken based upon formal investigative or civil actions generated at the Commander's level or third party, the period may be adjusted accordingly.

**Section 30-5.** A notice of proposed adverse action against an employee shall be in writing. The employee is entitled to the following:

a. To an advance written notice of at least thirty (30) days, stating the specific reasons for the proposed action. Where there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, a lesser notice period will be warranted.

b. To be represented by an attorney or other representative including a Union representative. Representatives must be designated in writing.

c. To be provided at least twenty (20) calendar days following receipt of the proposed action to answer orally and/or in writing, and to furnish affidavits and other documentary evidence in support of the employee's answer. Upon request of the employee, Management will consider reasonable requests for extensions.

- d. To a copy of the supporting evidence, if requested, used to substantiate the adverse action when not in contravention with law.
- e. To the name of the deciding official to whom the employee may respond.
- f. To a statement of the employee's non-pay status during the notice period, if applicable.

**Section 30-6.** An employee who otherwise is in a duty status shall be authorized a reasonable amount of official time to review the material relied upon by Management in proposing an adverse action and for the purpose of preparing and submitting an oral and/or written response.

**Section 30-7.** The official making the final decision on adverse actions shall normally be at a higher level in the activity than the proposing official and will issue a written decision stating the specific reasons at the earliest practical date. If the deciding official is too closely involved with the incident(s) such that there is a potential conflict of interest, then the decision may be referred to the next level manager or supervisory official. After investigation and consideration of the employee's response and any mitigating factors, this deciding official may:

- a. cancel the action proposed;
- b. institute a lesser action; or,
- c. take the proposed action.

Where the final decision is unfavorable to the employee he will be advised of his right to either (1) grieve the matter under the negotiated grievance procedure, (2) appeal the action to the Merit Systems Protection Board, or (3) under the EEO procedure, if applicable, in accordance with Article 37, "Negotiated Grievance Procedure." The name and phone number of the Union President will be included should the employee choose to seek redress under the negotiated agreement.

**Section 30-8.**

- a. On suspension actions, an employee will be given ten (10) days from the date of the decision to the effective date of

the action to be taken. If the suspension action is for thirty (30) days or more, at the employee's request, Management will consider incremental periods in lieu of a continuous suspension.

b. Management shall provide the Union with a copy of all adverse action decisions, when the Union has represented the employee.

**ARTICLE 31**  
**EMPLOYEE ASSISTANCE PROGRAM**

**PART I - EMPLOYEE COUNSELING SERVICES**

**Section 31-1.** Management recognizes that behavioral and/or emotional problems unrelated to alcohol or other drug abuse can interfere with an employee's job performance.

**Section 31-2.**

a. Management shall immediately refer any employee who acknowledges having a behavioral/emotional (e.g. anger/stress management) problem (either of his own or a family member) to the Employee Counseling Services Program. If Management reasonably suspects that the employee has a problem in this area, they should refer the employee to the program. An employee may seek the assistance of the program without notifying the supervisor.

b. Employee participation in the program shall be voluntary.

**Section 31-3.** The Civilian Program Coordinator will maintain listings and information regarding community facilities for treatment of medical/behavioral problems. This information may include, but is not limited to, cost and eligibility criteria. The Civilian Program Coordinator will refer the employee to an appropriate community resource; i.e., agencies or individuals offering screening and/or diagnostic services in the community.

**PART II - ALCOHOL AND DRUG ABUSE PROGRAM**

**Section 31-4.** The Employer and the Union agree to support the DA Alcohol and Drug Abuse Prevention and Control Program (ADAPCP) and have as their goal the early identification and rehabilitation of affected employees. Early intervention will be helpful in returning employees to full productivity.

**Section 31-5.**

a. Each employee is responsible for:

(1) Recognizing the adverse effect that alcohol or other drug abuse is having on job performance;

(2) Seeking appropriate assistance in problem resolution; and,

(3) Bringing job performance to an acceptable level through control of the problem.

b. When an employee has alcohol or other drug abuse problems he may obtain assistance by:

(1) Volunteering for referral to the ADAPCP program directly through his supervisor, Civilian Program Coordinator, Occupational Health Service, Union representative or other source.

(2) Referral to the ADAPCP by a physician as the result of a fitness-for-duty examination.

**Section 31-6.**

a. Participation by an employee in all aspects of the ADAPCP program is voluntary. Employees who choose to accept ADAPCP services will be enrolled in the installation ADAPCP and may participate in either the installation program or an approved rehabilitation program in the community or any approved combination thereof.

b. The Civilian Program Coordinator will provide referral and follow-up services for employees who elect to participate in approved community rehabilitation programs.

**Section 31-7.** The diagnosis of alcohol and other drug abuse can be made only by a physician. Until a physician has made a diagnosis, no diagnostic term will be used with reference to the individual.

**Section 31-8.** An initial interview will be conducted with an employee referred to the ADAPCP. This interview will be conducted by a counselor and will be completed prior to the employee's referral to the physician for clinical evaluation.

**Section 31-9.** Employees enrolled in the ADAPCP will normally be limited to ninety (90) consecutive days of active rehabilitation and nine (9) consecutive months participation in follow-up rehabilitation. However, it can be extended by the ADAPCP Clinical Director.

**Section 31-10.** Employees will be granted sick leave or other authorized leave, in accordance with existing rules and regulations, to obtain treatment and rehabilitation.

**Section 31-11.**

a. No employee will have job security or promotion action jeopardized by a request for counseling or referral assistance, except as limited by a sensitive position assignment or illegal actions by the employee. In such case, the employee may be reassigned pending a final determination at the option of Management.

b. If a discharged employee makes a good faith effort to seek counseling assistance within three (3) months after being terminated, or shows substantial improvement in ongoing treatment, upon request from the employee consideration will be given for reinstatement.

**Section 31-12.**

a. Initiation of adverse/disciplinary action for absenteeism or misconduct related to alcohol or other drug abuse may be postponed for those enrolled and satisfactorily progressing in the ADAPCP or an approved rehabilitation program unless retention in a duty status might result in damage to government property or personal injury to the employee or others.

b. Previously initiated action in which the final decision letter has not been issued may be held in abeyance upon the employee's enrollment in the ADAPCP or approved rehabilitation program, provided the employee has not previously refused rehabilitation assistance.

c. Such action may be re-initiated if, at the end of the rehabilitation period (see AR 600-85), conduct is unsatisfactory, or if, at any time during the active rehabilitation period the employee refuses such assistance.

**Section 31-13.**

- a. The Union may have a representative at any training program provided for bargaining unit employees concerning the ADAPCP program.
- b. Union representatives may be invited to management training on the program.

**Section 31-14.** The Union will be furnished upon request ADAPCP literature in the form of posters, brochures and other handouts. Both parties agree to publicize this program.

**ARTICLE 32**  
**EQUAL EMPLOYMENT OPPORTUNITY**

**Section 32-1.** The Employer, all management and supervisory officials, the Union and its officials agree that they are mutually committed to the principle of equal opportunity in employment or conditions of employment for all persons. It is further agreed that discrimination because of race, color, religion, gender, national origin, age, or non-disqualifying handicap shall be prohibited. The Employer agrees to promote the full realization of equal employment opportunity through a positive and continuing effort.

**Section 32-2.** The Employer agrees to notify the Union whenever new, and/or replacement EEO Counselors are to be appointed. Nominations for the appointments may be submitted by the Union to the EEO Officer.

**Section 32-3.** An employee may choose his representative in the processing of a complaint under the EEO complaint procedures. An employee's choice of representative may be delayed pending urgent mission needs or disapproved due to a conflict of interest. In such case, the employee may choose another representative or wait on the release of the employee's originally requested representative.

**Section 32-4.** An employee may have a representative of his choice at any stage in the process of an EEO complaint. However, if the complainant is not represented by the Union or by a Union representative acting as a "personal representative", the Union will be granted an opportunity to attend formal discussions held for the purpose of finalizing settlement agreements of formal complaints and will be notified in accordance with 5 U.S.C. 7114 and provided the nature of the original complaint; e.g., age discrimination. This provision does not apply to settlement meetings wherein the Union is involved in the allegation(s) of discrimination.

**Section 32-5.** An employee and his representative shall be given a reasonable amount of official time to prepare and present an EEO complaint. In accordance with regulatory guidance, employees must arrange in advance with their supervisors to use this duty time.

**ARTICLE 33**  
**SEXUAL HARASSMENT**

**Section 33-1.** Sexual harassment is a particular type of sex discrimination, which undermines the integrity of the employment relationship. All employees must be allowed to work in an environment free from unsolicited and unwelcome sexual overtures.

**Section 33-2.** Sexual harassment is defined as:

- a. Influencing, offering to influence, or threatening the career, pay, or job of another person, woman or man, in exchange for sexual favors; or
- b. Deliberate or repeated offensive or unwanted comments, gestures, or physical contact of a sexual nature in a work or work-related environment.

**Section 33-3.** Employees, who are sexually harassed by supervisors, superiors, co-workers, or peers, should make it clear that such behavior is offensive and report the harassment to the appropriate level. It is the responsibility of the supervisor/manager to examine the matter and take necessary action.

**Section 33-4.** An employee may grieve an incident of sexual harassment or file a complaint of discrimination in accordance with applicable law.

**ARTICLE 34**  
**SAFETY AND HEALTH**

**Section 34-1. GENERAL**

- a. It is agreed that a work environment of safety and health is conducive to high morale and maximum efficiency. Therefore, the Employer will make every reasonable effort to provide and maintain safe working conditions and to comply with applicable Federal laws and regulations relating to the safety and health of employees.
- b. The Employer, Management, and supervisory officials encourage the employees and the Union to bring to the attention of the organization methods and means of improving safety and health conditions.
- c. The Union agrees to support the safety program through encouragement to all employees to conscientiously abide by established safety rules, regulations, directives, etc.; to report job-connected injuries or illnesses to their supervisor immediately; and, to complete all forms required by applicable regulations.
- d. Employees are expected to comply with Employer health directives and be alert to unsafe practices, equipment and conditions in all areas which represent safety or health hazards, and will report them to their supervisors for the purpose of making such conditions or procedures safe, and will be responsible for reporting accidents in which they are involved or to which they are witness.
- e. Whenever Management becomes aware of significant temporary or permanent alterations that may affect the safety and health of bargaining unit employees, the Union will be notified. During the course of any alterations to the worksite, Management will make every reasonable effort to provide and maintain safe working conditions. Management will attempt to provide alternative worksites for employees displaced due to temporary alterations to their worksite prior to actions that may cause loss of pay or benefits.

**Section 34-2. EMPLOYEE REPORTS OF UNSAFE/UNHEALTHFUL CONDITIONS**

a. When an employee, during the course of performance of official duties, believes he is exposed to a health or safety hazard which presents an imminent danger which may cause death or serious physical harm, the employee shall immediately notify the nearest available supervisor and/or the Safety Office. The employee has the right to decline to perform his assigned task if he has a reasonable belief that under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. Management shall make an evaluation of the situation and after discussions with appropriate safety personnel, make a decision as to whether work may proceed. If the employee disagrees with the determination of Management, the employee may grieve the decision under the negotiated grievance procedure. If it is determined that an imminent danger exists, the employee will not be obligated to return to the assignment until the imminent danger is removed.

b. Management agrees to assure prompt response to employee reports of unsafe or unhealthful working conditions. Any employee or Union representative who believes that an unsafe or unhealthful working condition exists in any work-place where such employee is employed, is encouraged to report the unsafe condition to his supervisor and shall have the right to make a report of the unsafe or unhealthful working condition to the Safety Officer and/or Occupational Safety and Health Administration (OSHA) and request an inspection of such workplace for this purpose.

c. No employee shall be subject to restraint, coercion, discrimination, or reprisal for reporting or filing a complaint of health or safety.

d. Employees assigned to work on a Visual Display Terminal (VDT) on a full-time basis who believe screen glare is adversely affecting their eyes may request a survey of their worksite. The request will be presented to the supervisor and Management agrees to survey, as appropriate, the worksite to identify any eye hazards.

**Section 34-3. ABATEMENT OF UNSAFE/UNHEALTHFUL CONDITIONS**

a. Employee reports of unsafe or unhealthful working

conditions where imminent danger is suspected will be inspected within twenty-four (24) hours or one work day after notification; where potentially serious conditions exist, within three (3) working days; and where other than serious conditions exist, within (16) working days. A report of findings will be supplied to the Union within three (3) working days of receipt by Management of the inspection results/reports.

b. Safety inspections will be conducted by Management as required to maintain a safe and healthful workplace. These inspections may be conducted by the Employer or outside agencies, and be announced, unannounced, or inspections to meet immediate safety assessment needs. The Union will be notified in advance of announced inspections and external inspections (when advance notice is provided to BAMC). The Union will be notified as soon as practical, but prior to the commencement of unannounced inspections and inspections of immediate need. A Union representative may accompany the inspector.

c. Management agrees to ensure prompt abatement of unsafe or unhealthful working conditions as established by OSHA standards. Once it has been determined that an unsafe or unhealthful working condition exists, a notice will be posted in accordance with 29 CFR 1960 and AR 385-10. In consonance with Chapter XVIII, Title 29, Department of Labor Rules and Regulations, Management shall post and keep posted a notice or notices informing employees of the protections and obligations provided for in the OSHA.

#### **Section 34-4. EMPLOYEE JOB RELATED INJURIES AND ILLNESSES**

a. Employees shall immediately, or as soon as practicable, report to their supervisor all injuries and occupational illnesses which occur on or as a result of the job. Employees shall be released to the Brooke Army Medical Center Emergency Room facility for treatment or referred, at the employee's request, to an alternative medical facility. The supervisor shall, within 24 hours of becoming aware of a suspected job related illness or injury, inform the employee of their rights and the procedures for filing an OWCP claim and provide the employee with Forms CA-1 and CA-16 for traumatic injuries, or Form CA-2 for occupational diseases.

b. Management agrees to assist the employee in filing the appropriate forms and documentation regarding the illness or injury with the Office of Workers Compensation Programs (OWCP).

Such assistance will include an explanation of the benefits and options available under the Federal Employees Compensation Act, and submission of such forms to the Civilian Personnel Advisory Center.

c. When an employee has been returned to work from an illness or injury, by a medical authority, to light duty for a temporary period of time, Management agrees to assign work to the employee that will not aggravate his illness or injury, when such work is available and if the employee minimally qualifies to perform that work.

d. In the event of a work-related injury, during the employee's duty hours, work time that is lost by the employee on the day or shift on which the injury occurred will be excused without charge to leave (in accordance with appropriate regulations). If the injury incapacitates the employee for work beyond the day the injury occurred, then the employee will be advised of and assisted with the provisions of the Federal Employees Compensation Act regarding use of leave or continuation of pay by the Employer.

#### **Section 34-5. PROTECTIVE CLOTHING/EQUIPMENT**

a. It is understood that no employee shall be required to perform work in an area that is determined to be unsafe or unhealthy unless such unsafe or unhealthy condition can be alleviated through the use of appropriate safety equipment, personal protective equipment, and/or the employee receives the appropriate hazard or environmental differential pay in accordance with applicable regulations.

b. Safety equipment and protective devices and clothing will be provided to employees as needed and prescribed by applicable directives and regulations.

c. Cleaning and repair of government owned protective clothing and devices will be provided by the Employer.

d. Adequate foul weather clothing will be provided for employees required to work outside in inclement weather, in accordance with appropriate regulations.

e. Management will provide a place to change and a means to secure belongings for employees required to change into safety clothes and/or required uniforms.

g. Management will assure that appropriate sized personal protective equipment (PPE) is available as required for each employee's job.

**Section 34-6. TRAINING**

a. In the spirit of Partnership, appropriate Health and Safety Training for employees, including specialized job safety and health training, appropriate to the work performed by the employee may be provided by the Employer. Such training also should inform employees of the Occupational Safety and Health program, with emphasis on their rights and responsibilities.

b. Written SOP's, plans or instructions which detail how employees are to deal with health, safety, and hazardous situations will be available to employees.

c. The Employer will provide to the permanent Union representative of the BAMC Safety, Occupational Health, and Environmental Compliance Committee training whenever applicable. Union representatives will be in a duty status while attending this training.

d. The Union shall be provided, upon request, Federal Occupational Illnesses Survey (OSHA Form 200) and pertinent safety notices or newsletters, as filed or published.

**Section 34-7. REPRESENTATION IN SAFETY ISSUES**

a. Management and the Union will cooperate in the continuing effort to eliminate accidents and health hazards. To this end, there shall be established a joint Safety and Health Council: the BAMC Safety, Occupational Health and Environmental Compliance Committee.

b. Management agrees that the Union may have one permanent representative at meetings of the BAMC Safety, Occupational Health and Environmental Compliance Committee. The representative must be an employee in the bargaining unit and must have authority to speak for the Union. Further, the Union

representative may be accompanied by not more than two resource personnel who are in the bargaining unit whose attendance will positively contribute to subjects scheduled for discussion.

c. In consonance with Chapter XVII, Title 29, of the Department of Labor Rules and Regulations, Management will keep on-the-job accident and illness reports and maintains these records on site. A copy of all such reports will be provided to the Union upon request.

**Section 34-8. NEW EQUIPMENT OR MACHINERY**

Management will make efforts to ensure that machinery or equipment that could cause serious injury to inexperienced operators or other employees should be in operation only when qualified personnel are available.

**Section 34-9. OCCUPATIONAL HEALTH PROGRAM**

a. Management agrees to maintain an employee occupational health program.

b. Employees will be required to participate in mandatory programs provided for in applicable regulations governing sight and hearing conservation and pre-placement and periodic examinations as deemed necessary by competent medical authority.

c. Management agrees to:

(1) Provide prompt medical treatment for employees injured on the job to include transportation to the BAMC Emergency Room where required.

(2) Provide a written tuberculosis infection control plan, which is in accordance with OSHA requirements.

(3) Provide a written Bloodborne Pathogens Program which is in accordance with OSHA requirements, and 29 CFR Part 1910.130 and the "Ryan White Act of 1994".

d. Employees may request medical screening when their duties or work environment subjects them to identified or suspected occupational hazards. The Employer will determine the extent and/or content of any such screenings.

e. Management may offer a medical examination to an employee:

(1) When the employee requests his physical or mental condition be evaluated in relation to unacceptable performance, conduct, or leave problem.

(2) When the employee has made a request for a change in duty status, or assignment, or working conditions based upon medical reasons and Management determines it cannot act further on the request without verification of the clinical findings.

**Section 34-10. DISABLED EMPLOYEES**

a. Management will pursue such accommodations as may be necessary to provide a safe and healthy work environment for physically disadvantaged employees. These actions may include the installation of guard rails, wheelchair ramps, reserved parking spaces, accessible water fountains, restrooms, break rooms, and eating facilities.

b. When it becomes apparent that a long-term disability exists such that the employee will be unable to return to their normal duties, Management will inform employees that advice and counseling are available at the Directorate of Civilian Personnel.

**Section 34-11. EMPLOYEES WITH AIDS**

a. Acquired Immune Deficiency Syndrome (AIDS) is caused by a Human Immuno-deficiency Virus (HIV) infection. This is a disease, which breaks down a part of the body's immune system. The breakdown leaves the body vulnerable to a variety of unusual, life threatening illnesses.

b. HIV infection can result in medical conditions which impair the employee's health and ability to perform safely and effectively. In these cases, Management will treat HIV infected employees in the same manner as employees who suffer from other serious illnesses. In this regard, Management will consider accommodation of employee's AIDS related conditions in the same manner as other medical conditions warrant consideration.

c. The utmost effort will be made to preserve the confidentiality of personal/personnel medical records. Knowledge of positive HIV test result will be limited to a very small number of people with a bona fide need to know.

d. As determined by medical authority, HIV infected employees should be allowed to continue working as long as they are able to maintain acceptable performance and do not pose a safety and health threat to themselves or others in the work place. The Employer, however, reserves the right to restrict the duties of any medical care provider who poses a potential public health threat in accordance with BAMC Memo 40-164.

**Section 34-12.** When extreme working conditions are encountered, the employer will make reasonable efforts to alleviate the effects on employees. The employer reserves the right to alter normal duty assignments to prevent exposure to extreme conditions. When employees are required to work in extreme conditions (as defined by regulation) the employer may reasonably alter normal work/rest period regimes to provide for more/less rest recovery time. Management will take into consideration of the employee's physical aptitude when determining work/rest cycle. Environmental Differential Pay will be paid in accordance with regulations.

**Section 34-13.** All permanent GS employees providing direct patient care or dental laboratory services will be authorized one (1) pair of OSHA compliant safety glasses over the life of the contract. If the employee has a prescription, a new prescription is not required. If the employee does not have a prescription, the employee is authorized to obtain one free of charge after a preliminary visit to Occupational Health for screening, then a visit to Optometry which will issue a prescription. The prescription will be taken to Fort Sam Houston Optical (where a choice of safety frames is available at no charge to the employee). If the employee wishes to have some other type of frames or specialty lenses, the employee will incur any cost over \$140. Fort Sam Houston Optical sends DENTAC the bill and DENTAC pays the first \$140. When the employee picks up the frames, the employee pays the remaining balance. Any change to the prescription, after the glasses are initially issued will be the responsibility of the employee, except in case of either an error in the original prescription or manufacture of the original lens.

**ARTICLE 35****EMPLOYEE INJURY COMPENSATION****Section 35-1. COUNSELING OF EMPLOYEES**

An employee has a responsibility to immediately notify their supervisor when an illness or injury occurs. When a supervisor becomes aware that an employee under their supervision has suffered a disabling occupational illness or traumatic injury in the performance of duties, the supervisor and/or the DCP will immediately counsel the affected employee as to: his right to file for compensation benefits; the types of benefits available; the procedure for filing claims; and, the option to use compensation benefits in lieu of sick or annual leave when the absence is for more than three days. The right to continuation of pay normally begins the day after the traumatic injury subject to timely submission of the claim and appropriate medical documentation.

**Section 35-2. ELECTION OF BENEFITS**

An employee with a job-connected disability may elect to be placed on sick or annual leave instead of leave without pay pending approval of his compensation claim. Upon approval of a claim, leave without pay must be substituted for sick or annual leave before compensation is paid. If an employee chooses to go on compensation, he will be given an opportunity to elect a combination of sick leave and/or annual leave and/or leave without pay to minimize the amount to be repaid if the claim is approved. Employees will be notified by the Office of Workers' Compensation Program (OWCP) regarding the amount of compensation to be paid and the duration of the payments.

**Section 35-3. TRAUMATIC INJURIES**

Management will review the CA-1 with the employee, to include the specific right to elect Continuation of Pay (COP) or use of annual or sick leave. Either the supervisor or the employee, or both, may refer any questions or concerns to the Directorate of Civilian Personnel Federal Employees Compensation Act (FECA) administrative staff. Unless the COP is controverted for any of the nine reasons established by OWCP (see Block 35, CA-1), the employee's pay will be continued after the employee

stops work because of a disabling injury, if a claim is filed, and it will not be interrupted unless:

- a. Management receives a Form CA-17, Duty Status Report, from the attending physician indicating that the employee is able to return to work in a full or limited capacity; or,
- b. Management receives notification from Office of Worker's Compensation Programs (OWCP) that pay should be terminated; or,
- c. Medical documentation is not submitted within ten (10) calendar days of the injury; or,
- d. At the expiration of 45 days.

**Section 35-4. REASSIGNMENTS/DETAILS/ASSIGNMENTS**

When an employee is injured on the job and/or becomes medically disqualified from his current position as a result of an on-the-job injury or illness, Management may detail or assign such employee to limited duties on a temporary basis, where it has been determined that the employee can satisfactorily perform such duties and is qualified to perform those duties. An employee, assigned in this way, may be given training as necessary. Employees requiring a permanent reassignment will be referred to the FECA Administrator for placement efforts.

**Section 35-5. DISABILITY RETIREMENT COUNSELING**

Supervisors will advise employees, as appropriate, about disability retirement counseling available at the Directorate of Civilian Personnel (See Article 34, Section 10.b.)

**Section 35-6. EMERGENCY DIAGNOSIS AND TREATMENT**

Brooke Army Medical Center shall provide emergency initial treatment, evaluation, and/or stabilization of on-the-job injury or illness in accordance with applicable regulations. Election by the employee of private medical care must be in compliance with OWCP rules and regulations and may limit the employee's right of selection of medical provider.

**Section 35-7. INJURY REPORTING FORMS**

Management will maintain adequate supplies of necessary forms for proper recording and reporting of injuries. Such forms will be promptly provided to injured employees when Management is made aware of the injury. Forms are also readily available in the Directorate of Civilian Personnel or the Internet at [www.dol.gov/dol/esa/public/regs/compliance/OWCP/forms.htm](http://www.dol.gov/dol/esa/public/regs/compliance/OWCP/forms.htm)

**Section 35-8. OFFICIAL TIME**

A reasonable amount of official time will be granted to affected employees and Union representatives for reviewing documents and processing claims.

**ARTICLE 36**  
**SMOKING POLICY**

**Section 36-1.** Where breaks are provided to employees, smokers are not authorized any additional duty time to accommodate their smoking beyond that time authorized to all other employees. Where breaks are authorized, management officials may alter the scheduling of these authorized breaks to accommodate the needs of the smokers.

**Section 36-2.** The smoking policy for bargaining unit employees at Brooke Army Medical Center facilities will conform with all governing Department of Defense (DoD), Army Regulations and the Employer's policies to include DoD Instruction 1010.15 "Smoke-Free Workplace," AR 600-63, "Army Health Promotion" and BAMC Memorandum 40-131, "Smoking in Brooke Army Medical Center." When smoking policy changes, in any way, due to mandates or locally developed policy, Management agrees to notify the Union and bargain, as appropriate, on the impact and or implementation of those changes.

**Section 36-3.** Smoking cessation classes shall be provided once at no cost for interested employees, who shall be excused from work on official time, workload permitting, to attend classes that are scheduled during their work time. Other smoking cessation programs, resources, literature, and guidance, as appropriate, may be made available to all unit employees and the details of such programs will be provided to the Union on a regular basis.

**ARTICLE 37**  
**NEGOTIATED GRIEVANCE PROCEDURE**

**Section 37-1.**

- a. The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner. Efforts will be made to settle grievances expeditiously and at the lowest level of supervision.
- b. The filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization.
- c. This procedure shall be the exclusive procedure available to the parties and employees employed in the bargaining unit for resolving grievances.

**Section 37-2.** A "grievance" means any complaint:

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

**Section 37-3.**

- a. The following matters are specifically excluded from the coverage of this Article:
  - (1) Any claimed violation of Subchapter III of Chapter 73, Title 5 of the U.S.C. (relating to prohibited political activities);

- (2) Retirement, life insurance, or health insurance;
  - (3) A suspension or removal under Section 7532 of Title 5 of the U.S.C. (in the interests of National Security);
  - (4) Any examination, certification, or appointment;
  - (5) The classification of any position which does not result in the reduction in grade or pay of an employee;
  - (6) A preliminary warning (failure to meet a condition of employment, e.g., certification, licensure, or security clearance) or proposal of an action which, if effected would be covered under this procedure or under a statutory appeals procedure;
  - (7) Nonselection from a properly constituted referral list or certificate of candidates;
  - (8) Individual employee reduction in force actions appealable to the Merit Systems Protection Board.
  - (9) Nonadoption of a suggestion, disapproval of a quality salary increase, performance award, or any other kind of honorary or discretionary award.
  - (10) An action terminating a temporary promotion within a period of one (1) year and returning the employee to the position from which temporarily promoted or to an equivalent position.
  - (11) Any matter, to include individual employee claims, which both parties agree to raise to the Comptroller General.
- b. This procedure shall be the exclusive procedure available to employees of the bargaining unit, who may represent him, or be represented by the Union, or a person approved by the Union in writing, for resolving grievances described in Section 2 above except:
- (1) An aggrieved employee affected by a removal or reduction in grade based on unacceptable performance (5 U.S.C. 4303) or adverse action (5 U.S.C. 7512) may, at his option, raise the matter under a statutory procedure or the negotiated procedure, but not both.

(2) An employee who alleges a prohibited personnel practice under 5 U.S.C. 2302 (b)(1) (relating to equal employment opportunity violations) may either:

(a) File a First Step grievance pursuant to this Article within thirty (30) calendar days following:

(1) The date of the alleged discriminatory incident; or

(2) The date upon which the aggrieved became aware of the alleged discriminatory incident or situation; or

(3) The date of the employee's final interview with the Equal Employment Opportunity Counselor; or

(b) Initiate an action under the EEO complaint procedure by filing a Formal Complaint of Discrimination; or

(c) Initiate a mixed case appeal to the Merit Systems Protection Board.

(3) An employee shall be deemed to have exercised his option under this section when the employee files a timely written formal appeal under the applicable statutory procedure or files a grievance in writing under the negotiated grievance procedure.

**Section 37-4.** The following procedures are established for the formal resolution of employee grievances. The parties (Union officials, Management officials and supervisors or the Employer's Partnership representative) may agree to use Alternative Dispute Resolution (ADR) methods where practical, and at any time in the grievance process. However, the time lines in the grievance procedure will continue running and must be met unless an extension has been requested and approved in writing. Official time for processing grievances for employees and union representatives, as applicable, is outlined in Article 6, Representation and Official Time. A Sample Grievance Format is outlined in Appendix I.

a. **First Step.** The aggrieved employee and/or his representative will present the grievance in writing to the immediate or first line supervisor within thirty (30) calendar days from the specific act or occurrence, or awareness of such (but in no such case later than four calendar months after the

date of the alleged action) or at any time when it concerns dissatisfaction with continuing conditions. The grievance must be presented in writing and contain sufficient detail to identify and clarify the basis for the grievance, and specify the personal relief requested. The supervisor will review the situation, and at either party's request, discuss the matter with the employee and/or his representative in an effort to reach a satisfactory settlement of the matter. If a discussion is held, the supervisor must extend an invitation to the Union to be present, even if the grievant has not designated a Union representative.

If the matter is outside the scope of the supervisor's authority, the grievance may be referred to an alternate First Step deciding official who has the authority to resolve the grievance and who accepts the action. The supervisor shall have fifteen (15) calendar days from the date following the day the grievance was submitted to give the employee(s) a written decision. If an alternate official renders the decision it shall be rendered within ten (10) calendar days after the action was referred or within fifteen (15) calendar days from the date following the day the grievance was submitted, whichever is earlier.

NOTE: If the substance of the grievance concerns an action, directive or decision made at a level other than the first line supervisor, the parties may agree to initiate the grievance with another management official with authority to settle the grievance.

b. **Second Step.** If the grievance is not settled at the First Step, the grievant may submit the grievance in writing to the appropriate Department/Division/Separate Service Chief within 15 calendar days after receipt of the First Step decision. At the request of either party, the aggrieved employee(s) and their representative may meet with the designated management official in an effort to reach a satisfactory settlement of the matter. If a discussion is held, the supervisor must extend an invitation to the Union to be present, even if the grievant has not designated a Union representative. The Department/Division/Separate Service Chief, or his written designee, shall render a written decision within fifteen (15) calendar days.

b. **Third Step.** If the grievance is not settled at the

Second Step, the grievant may submit the grievance in writing to the Commander (or equivalent), ATTN: Director of Civilian Personnel, Bldg. 144, Fort Sam Houston, Texas 78234-5022, for further consideration. The employee's written grievance must be submitted and received in the Directorate of Civilian Personnel within 15 calendar days after receipt of the second step decision. At the request of either party, the aggrieved employee(s) and their representative may meet with the designated management official in an effort to reach a satisfactory settlement of the matter. The Commander, or equivalent, (or his designee) will review the grievance and the Commander, or equivalent, will give a final written decision within 20 calendar days after receipt of the grievance. If a discussion is held, the Commander or his designee must extend an invitation to the Union to be present, even if the grievant has not designated a Union representative.

d. **Fourth Step.** If the grievance is not satisfactorily settled at the Third Step, the Union or the Employer may refer the matter to arbitration. Upon mutual agreement, the grievance will be submitted to mediation prior to or in lieu of arbitration. If it is in lieu of arbitration, it shall be binding on both sides. No new issues will be raised before the arbitrator that has not been introduced at Step 3.

**Section 37-5. Employer-Union Grievance Procedure:** A concerted attempt will be made by both parties to resolve disputes which arise from grievable matters described in this Agreement over which the party complained against has control. Failure to do so will be followed by submitting the dispute in writing to the Commander (ATTN: Director of Civilian Personnel), if initiated by the Union or to the President of the Local, if initiated by the Employer. Such grievances must be presented within twenty (20) calendar days from the specific act or occurrence, or from when the party became aware of the act or occurrence, or at any time when they concern dissatisfactions with continuing conditions. Representatives of the two parties will meet as soon as possible, but not later than fifteen (15) calendar days, to discuss the dispute and attempt to resolve it. The party complained against will render a final decision within twenty (20) calendar days of this initial meeting. Additional meetings may be scheduled during the intervening period by mutual agreement of the parties. If the dispute is not settled by this method, either party may submit the matter to arbitration in accordance with procedures contained in the agreement. Upon mutual agreement, the grievance will be submitted to mediation

prior to or in lieu of arbitration. If it is in lieu of arbitration, it shall be binding on both sides.

**Section 37-6** In the event any grievance is satisfactorily settled at any step or by using Alternative Dispute Resolution (ADR) Procedures, such settlement shall be reduced to writing with a copy supplied to the grievant(s), if applicable, and the Union President. A sample settlement format is provided in Appendix II. A grievance under the negotiated procedure will be cancelled at the employee's written request. A copy of the written request will be provided to the Union. It will also be cancelled upon the employee's leaving the bargaining unit unless the grievance involves an adverse action.

**Section 37-7.** Disputes that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to the grievance procedure in this agreement, or is subject to arbitration under this agreement, will be referred to the Arbitrator as a threshold issue at the hearing on the merits. A threshold issue may be submitted to the arbitrator by written submission if mutually agreed to by the parties.

**Section 37-8.** All time limits in this Article may be extended by mutual agreement. However, failure of the Employer to observe the time limit shall entitle the Union to proceed directly to arbitration. In such case, the Employer will pay 75% of the arbitration costs. The Union will pay the balance. The aggrieved may elect at his option to advance the grievance to the next step instead. Failure by the aggrieved to present the grievance within the time limits at any step so that the grievance is not received by the individual specified in these procedures will result in termination of the grievance. In such cases, the aggrieved will be notified in writing. Any extension of a time limit expressed in this Article should be presented, in writing, before the expiration of that time limit. Requests by the Employer for time extensions will be presented to the grievant's designated representative, if any, or the Union President, or to the grievant, if self represented. Requests by the aggrieved for time extensions will be presented to the supervisor(s), or operating official(s) who is to rule on the grievance or the Personnel Specialist, DCP, who services the activity where the grievance arose.

**Section 37-9.** In most instances, employees are required to use First and Second Steps before proceeding to the Third Step submission of the grievance to the Commander or equivalent.

However, there may be issues considered appropriate for processing directly to the Third Step because of the serious nature of the actions involved or the previous consideration of some issues substitutes for the First and Second Steps. Therefore, employees seeking to file a grievance or requesting advice regarding the filing of a grievance will be advised that grievances involving these issues may be initiated at the Third Step within 20 calendar days of the decision or occurrence being grieved.

a. Formal Disciplinary Actions;

b. A removal or reduction in grade based on unacceptable performance (5 U.S.C. 4303); or

c. Gross waste, mismanagement and fraud under Section 2302, Title 5 U.S.C. ("Whistleblower Act") or a substantial and specific danger to public health or safety.

**Section 37-10.** All arrangements for a Union representative must be made by the employee presenting the grievance and the employee must designate his representative in writing. Management must be provided a copy of such designation. The employee has the right to discontinue union representation at any time; however, the employee must provide the Director of Civilian Personnel notice of discontinuance in writing.

**Section 37-11.** When possible and practical, the employee and his Union representative will meet at the Union office to discuss/prepare a grievance. When it is not feasible or possible, the Employer agrees to provide space on an as needed basis for the use of the employee and his Union representative that will afford privacy.

**Section 37-12.** An employee or group of employees wishing to present a grievance under Section 4 without representation of the Union may do so. However, the grievant(s) does not have the option of selecting a non-union personal representative of his or her own choosing in the grievance process, but must proceed on his own. Any adjustment of such grievance must be consistent with the terms of this Agreement, and the Union must be given the opportunity to be present at any formal meeting, if such is held.

**Section 37-13.** In an attempt to settle grievances expeditiously, management agrees not to obstruct Union officials

in the accomplishment of their official responsibilities during the grievance process.

**Section 37-14.** Nothing in this agreement shall be so interpreted as to require the Union to process a grievance if the Union considers the grievance to be invalid or without merit.

**ARTICLE 38  
ARBITRATION**

**Section 38-1.** A request for arbitration may be invoked only by the Union or the Employer and will be invoked only after all procedural steps have been properly pursued by the parties to resolve the dispute in accordance with Article 37, "Negotiated Grievance Procedure." Any request for arbitration must be submitted in writing within twenty (20) working days after receipt of the final decision under the grievance procedure.

**Section 38-2.** When arbitration is invoked by either party, the parties will submit a joint request, normally within five (5) working days, to the Federal Mediation and Conciliation Service for a list of five impartial persons qualified to act as arbitrators. The Employer shall prepare such request to FMCS with additional instructions (e.g., prefer federal sector experience and Texas based). The parties shall meet within ten (10) work days after the receipt of such a list to select an arbitrator. If they cannot mutually agree upon one of the listed arbitrators, the Union and the Employer representative shall each strike one arbitrator's name from the list of five and shall then repeat this procedure. The determination of which party shall strike first from the list will be determined by the flip of a coin. The remaining name shall be the duly selected arbitrator. Upon mutual consent, the parties may request another list. As an alternative to the above procedure, the parties may agree on an arbitrator.

**Section 38-3.** If, for any reason, either party refuses to participate in the selection of an arbitrator and all other requirements for arbitration of this agreement are satisfied, the other party will make a selection of an arbitrator from the list. Simultaneous notification of the selected arbitrator will be made to the other party.

**Section 38-4.** The fee and expenses of the arbitration shall be borne by the non-prevailing party, except for untimely employer actions, see Article 37, Section 8. The Union and the Employer will share equally any mutually agreed upon services in connection with the arbitration proceeding. The Employer agrees to provide the space for the proceeding at no cost to the Union. If either party withdraws the case from arbitration after a fee has been incurred from the arbitrator, the withdrawing party

shall pay the fee in full. If the withdrawal occurs due to a settlement, the parties shall split the fee. In the event of an arbitrator's split decision, the arbitrator will determine the appropriate ratio of the fee to be paid by each party.

**Section 38-5.** The arbitration process to be used will be a formal hearing unless the parties agree to one of the following:

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

b. A stipulation of facts to the arbitrator can be used when both parties agree to the facts at issue and a hearing would serve no purpose. In this case, all facts, data, documentation, etc. are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.

**Section 38-6.** The arbitrator will be requested to render a decision and remedy within thirty (30) days after the conclusion of the hearing. The arbitrator shall date the award upon mailing of the decision.

**Section 38-7.** The arbitrator's award shall be final and binding on the parties, except that either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority under their regulations.

**Section 38-8.** The arbitrator shall have no power to add or subtract from, disregard or modify any of the terms of the Agreement. However, the arbitrator shall have the authority to resolve any questions concerning arbitrability and/or grievability.

**Section 38-9.** In considering grievances concerning matters covered by 5 U.S.C. 4303 (reduction in grade or removal of an employee for unacceptable performance) and 5 U.S.C. 7512 (adverse actions), the arbitrator shall be governed by 5 U.S.C. 7701(c), as applicable.

**Section 38-10.** The party initiating a request for arbitration (i.e., the Union or the Employer) may request withdrawal of the case from arbitration at any time. The arbitration is

automatically cancelled upon movement of the grievant out of the bargaining unit unless the grievance involves an adverse action. If the employee desires to withdraw from the arbitration action, the employee must sign a statement so declaring. If the Union wishes to continue with arbitration they may.

**Section 38-11.** Both parties agree to exchange lists of witnesses normally ten (10) work days before the arbitration or expedited arbitration hearing. The parties will furnish descriptions of the relevance of expected testimony of each witness. The parties agree that only the minimum number of relevant witnesses who have a direct knowledge of the circumstances and factors bearing on the case will be called. Unresolved witness issues will be resolved by the arbitrator. Witnesses who are not employees of the government who are called as witnesses will not be entitled to reimbursement for expenses from the Employer. Also the parties will exchange copies of all known exhibits to be introduced.

**Section 38-12.** All employees who are called as witnesses will be excused from duty without charge to leave to the extent necessary to participate in the arbitration.

**ARTICLE 39  
NEGOTIATIONS**

**Section 39-1.** Both parties to this agreement have the responsibility of conducting negotiations and other dealings in good faith and in such manner as will further the public interest. Subjects appropriate for negotiation between the parties are personnel policies and practices and other matters relating to or affecting working conditions of employees within the unit. The Employer agrees to negotiate with the Union, on any new policy or change in established policy, prior to implementation. If the actual change is not subject to negotiations, the impact upon the employees and procedures for implementing the change may be negotiated at the Union's request.

**Section 39-2.**

a. It is understood that no provision of this agreement shall nullify or invalidate the rights of employees, the Union or the Employer, established under the Federal Service Labor-Management Relations (FSLMR) statute, other statutes, or regulations of appropriate authority.

b. To the extent that provisions of any instruction or directive within the discretion of the Agency may be in conflict with this Agreement, the provisions of this Agreement shall govern unless the terms of this Agreement have been properly modified under this Article or Article 41, Duration, Review and Supplementation.

**Section 39-3.** The Employer, Management officials and/or supervisors will furnish written notice of proposed change(s) affecting conditions of employment to the Union. The Employer and the Union will furnish written notice of proposed change(s) to the negotiated agreement to the designated representative of the other party. Such notice will be given upon finalization of all preparatory actions and decisions necessitating the change. The proposed change(s) will not be implemented without giving the other party an opportunity to negotiate, as appropriate.

a. In the event Management initiates a change in conditions of employment as defined in 5 U.S.C. 7103(a)(14), which does not

involve the exercise of a reserved management right under 5 U.S.C. 7106, the following procedure shall apply:

(1) Management shall notify the Union twenty (20) calendar days or more prior to the planned implementation date of the proposed change. The Union shall give Management its request to bargain within seven (7) calendar days, unless the Union verbally requests a three (3) calendar day extension.

(2) If the Union does not request negotiations within the time limit, Management may implement the proposed change immediately.

(3) Upon timely request by the Union, the parties shall enter into good faith negotiation with a view toward reaching an agreement in the spirit of partnership.

b. Where a change in conditions of employment results from the exercise of management's rights under 5 U.S.C. 7106, the following procedures shall apply with regard to negotiations concerning the impact and implementation of those changes (5 U.S.C. 7106(b)(2) and (3)):

(1) Management shall notify the Union twenty (20) calendar days or more prior to the planned implementation date of the proposed change. The Union shall give Management its request to bargain within seven (7) calendar days, unless the Union verbally requests a three (3) calendar day extension.

(2) If the Union does not request impact and implementation bargaining within the time limit, Management may implement the proposed change(s) immediately.

(3) Upon timely request by the Union, Management shall promptly enter into good faith negotiations regarding appropriate arrangements for adversely affected employees and the impact and implementation of the proposed change(s).

(4) The parties agree to meet and negotiate in good faith and in the spirit of Partnership within fifteen (15) calendar days from the Employer's receipt of the Union's request to negotiate. If, after

forty-five (45) calendar days from the onset of negotiations, agreement has not been reached on impact and implementation bargaining proposals, the Union agrees that the Employer may implement its last, best offer. The Employer agrees to continue negotiations in good faith and to proceed, if

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necessary, through mediation by the Federal Mediation and Conciliation Service and resolution of any impasses by the Federal Service Impasses panel. The Employer further agrees to retroactively apply, when practical, any procedures for implementation and appropriate arrangements for the employees adversely affected which are negotiated by the parties or imposed upon them by the Panel.

c. In the event, the parties become engaged in a negotiability dispute or reach impasse, either party may seek the services of the Federal Service Impasses Panel or the Federal Labor Relations Authority, as appropriate.

#### **Section 39-4. GROUND RULES FOR MID-TERM NEGOTIATIONS**

It is the responsibility of both parties to conduct mid-term bargaining in good faith and in such a manner as will promote the efficiency of the Federal service and a harmonious relationship between the Union and the Employer. Accordingly, mid-term bargaining on impact and implementation procedures or policy changes will be conducted as informally and as efficiently as is practical for the given situation. One or more of the ground rule provisions listed below may be invoked by either party if more economical and efficient methods for accomplishing the instant negotiations are not evident or agreed to be the parties.

a. The request to invoke mid-term negotiations, in accordance with this article, shall articulate the issues to be discussed.

b. Each party will designate, in writing, a spokesperson who will be empowered to speak for and make binding commitments for his party or negotiating committee.

c. Union negotiators at any level of the unit will be on official time during negotiations, mediation, and impasse resolution sessions. If Union negotiators are scheduled to work a different shift from the time of negotiations, mediation, or impasse, Management shall change that employee's shift so that he will be on official time, subject to timely notification by the Union and where essential mission requirements are not impacted.

d. The number of Union representatives for whom official

time will be authorized for negotiations shall be equal in number to those designated as representing Management.

e. The parties will exchange names of the members of the negotiating team as soon as possible prior to negotiations.

f. Union representatives will be granted a reasonable amount of official time to prepare for negotiations.

g. Upon reaching agreement, the terms may be reduced in writing at the request of either party. Terms so formalized will be authenticated by the signatures of the respective Spokespersons.

h. When the parties cannot agree on a negotiable matter and an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been disposed, the parties shall again attempt to resolve any impasses.

i. When the Employer believes that a matter is nonnegotiable, it will immediately advise the Union of its rationale for such belief. After all negotiations have been completed, the Union will request a confirmation of the Employer's allegation. The Union then has the right to proceed to the Federal Labor Relations Authority in accordance with Section 7105(a) (2) (E) of Title VII and the regulations of the Authority and Sections 7117(a), (b), and (c) of Title VII. To determine whether or not a compelling need exists (if that is the reason for the claim on non-negotiability), the criteria set out in the Authority's regulations will be used. The parties will sign off on the rest of the issues being negotiated pending a decision by the FLRA on the negotiability issues.

**Section 39-5.** The amount of official time to be provided to Union representatives to prepare initial proposals will be established in the spirit of Partnership and in accordance with law when this basic agreement is reopened for supplementation or amendment in accordance with Section 1, Article 41.

**Section 39-6.** The Employer will print the supplement and provide copies to the Union for distribution to the bargaining unit members and will insure that all future employees who join the unit are given

copies upon their employment. The Union will be provided with 200 additional copies of the Supplemental Agreement.

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**ARTICLE 40**  
**IMPASSE IN NEGOTIATIONS**

**Section 40-1.** When subsequent to the approval of the basic agreement, it becomes necessary for either Management or the Union to reopen or to amend said agreement or to enter into supplements to this agreement, as provided for in Article 41, hereto, and an impasse has been reached, the item or items shall be set aside. After all negotiable items on which agreement can be reached have been disposed of, the parties shall once more diligently attempt to resolve any existing impasse items, to include, in the spirit of Partnership within the intent of Executive Order 12871, the use of interest based bargaining techniques.

**Section 40-2.** The parties may jointly or individually request the Federal Mediation and Conciliation Service to provide mediation service.

**ARTICLE 41****DURATION, REVIEW, AND SUPPLEMENTATION OF AGREEMENT**

**Section 41-1. EFFECTIVE DATE AND TERM:** The effective date of this agreement shall be the day it is approved by the DoD, or on the 31st day after it is signed by the parties, whichever comes first. If the DoD review reveals any violation of law or government-wide regulation, the parties will meet within 7 (seven) workdays of notification and attempt to renegotiate that language. The Agreement shall remain in effect for five (5) years from the signing of this Agreement. The Agreement shall be renewed for an additional one (1) year Agreement period on each anniversary date thereafter, unless between one hundred and five (105) and sixty (60) calendar days prior to any such date either party gives written notice to the other of its desire to amend, terminate or modify the Agreement. If such notice is given, this Agreement shall remain in full force and effect until the changes have been negotiated and approved or the Agreement is terminated by either party. Such notice to amend or modify shall include the issues to be negotiated. No issues other than those submitted in accordance with the ground rules may be subject to negotiations.

**Section 41-2. INTRODUCTION - AMENDMENTS AND SUPPLEMENTS: This**

Agreement may be amended and/or supplemented in accordance with the procedures in Article 39, Negotiations, and the following:

- a. By either party when applicable law or government-wide regulations prompt change.
- b. In accordance with Article 4, Union Rights, and Article 5, Employer Rights.
- c. By either party upon mutual agreement.
- d. By the Employer, when mission needs or policy changes prompt supplementation on matters not specifically covered by this agreement.
- e. By the Union, between 30 days prior to and the anniversary of the effective date of this agreement, when in the general interest of the

bargaining unit, supplementation on matters not specifically covered by this agreement is warranted.

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f. The parties agree that when changes are needed to the Agreement, a Memorandum of Understanding (MOU) will be executed by the Union President and the Commander, or their designees. Further, changes that affect Civilian Personnel/Union issues will be executed by the Union President, the Chief of Staff, and a CPAC representative.

**Section 41-3. EFFECTIVE DATE, AMENDMENTS, AND SUPPLEMENTS:**

a. Amendments and supplemental agreements to this Agreement shall become effective on the date approved by the DoD or on the 31st day after it is signed and shall remain effective concurrent with the basic agreement.

b. Conditions created by this bargaining agreement will remain in effect while a new agreement is negotiated.

c. Agency policies and regulations consistent with this contract and in existence at the time the agreement was approved will remain in effect except to the extent changes are required by law or federal regulation. The parties will negotiate the terms of any such changes.

**ACRONYMS**

TERMS	MEANINGS
ADAPCP	Alcohol and Drug Abuse Prevention and Control Program
ADR	Alternate Dispute Resolution
AFGE	American Federation of Government Employees
AIDS	Acquired Immune Deficiency Syndrome
AWS	Alternate Work Schedule
CFC	Combined Federal Campaign
CFR	Code of Federal Regulations
COP	Continuation of Pay
CPAC*	Civilian Personnel Advisory Center
CPOC	Civilian Personnel Operations Center
CSRO	Customer Support Representative Office
CWS	Compressed Work Schedule
DCP*	Directorate of Civilian Personnel
DENTAC	Dental Activity
DOA	Department of Army
DoD	Department of Defense
DSN	Defense Switched Network

EFT            Electronic Funds Transfer  
EEO            Equal Employment Opportunity  
FECA           Federal Employees Compensation Act  
FLRA           Federal Labor Relations Authority  
\* CPAC/DCP are used interchangeably in the Agreement

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FLSA           Fair Labor Standards Act  
FMCS           Federal Mediation and Conciliation Service  
FPM            Federal Personnel Manual  
FSIP            Federal Service Impasse Panel  
FSLMR          Federal Service Labor-Management Relations Statute  
FTS            Federal Telecommunications System  
FWS            Federal Wage System  
GS             General Schedule  
HIV            Human Immuno-deficiency Virus  
IBB            Interest Based Bargaining  
IFB            Invitation for Bid  
MEO            Most Efficient Organization  
MOU            Memorandum of Understanding  
MSPB           Merit Systems Protection Board  
OMB            Office of Management and Budget  
OPF            Official Personnel Folder  
OPM            Office of Personnel Management  
OSHA           Occupational Safety and Health Administration  
OWCP           Office of Workers' Compensation Program

PIP Performance Improvement Plan  
PPE Personal Protective Equipment  
PWS Performance Work Statement  
RFP Request for Proposal  
RIF Reduction in Force

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SCD Service Computation Date  
SF Standard Form  
SOP Standard Operating Procedures  
SQS Supplemental Qualification Statement  
TAPES Total Army Performance Evaluation System  
TDY Temporary Duty  
USC United States Code  
VDT Visual Display Terminal

APPENDIX I  
GRIEVANCE FORMATS

FIRST STEP GRIEVANCE

TO:

DATE

SECTION 1.a.

1. Grievant's Name:
2. Job Title & Grade:
3. Organization:
4. Immediate Supervisor's Name:
5. Date Action/Incident Being Grieved Occurred:
6. Date Grievance Submitted:

NATURE OF GRIEVANCE

On the date indicated in paragraph 1.a.5 above, an action/incident occurred which I wish to grieve. I, therefore, elect to initiate my grievance at the First Step of the Negotiated Grievance Procedure. The following specific articles and Sections of the Agreement and, if applicable, provisions of regulations, and/or laws, were violated:

FACTS SURROUNDING MY GRIEVANCE ARE:

(Use additional Sheets as Needed)  
PERSONAL RELIEF DESIRED:

Signature of Grievant \_\_\_\_\_ Date

ACKNOWLEDGEMENT OF RECEIPT BY

MANAGEMENT OFFICIAL:

SIGNATURE

DATE

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GRIEVANCE FORM (CONT.)

SECTION 1.b.

FIRST STEP GRIEVANCE RESPONSE

Date grievance received:

The following is my decision on the grievance described in Section 1 of this form. (Additional pages may be used as necessary.)

(Signature)

(Position Title)

(Date)

ACKNOWLEDGEMENT OF RECEIPT  
BY GRIEVANT (OR REPRESENTATIVE):

Signature:

Date:

cc: Union Representative (if designated)

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SECOND STEP GRIEVANCE  
SECTION 2.a.

The response in Section 1 above is not satisfactory for the following reasons. Therefore, I submit this grievance to: \_\_\_\_\_, Second Step Deciding Official. (ADDITIONAL PAGES MAY BE USED AS NECESSARY)

REASONS:

Grievant's Signature

Date

ACKNOWLEDGEMENT OF RECEIPT BY  
MANAGEMENT OFFICIAL:

SIGNATURE

DATE

SECOND STEP GRIEVANCE RESPONSE

SECTION 2.b.

Date grievance received:

The following is my decision on the grievance described in Sections 1 and 2a of this form. (Additional pages may be used as necessary.)

Signature

Date

(Position Title)

ACKNOWLEDGEMENT OF RECEIPT  
BY GRIEVANT (OR REPRESENTATIVE):  
Signature:  
Date:

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THIRD STEP GRIEVANCE

SECTION 3.a.

The response in Section 2 above is not satisfactory for the following reasons. Therefore, I submit this grievance \_\_\_\_\_, through the Director of Civilian Personnel to the Commander (or equivalent), Third Step Deciding Official. (ADDITIONAL PAGES MAY BE USED AS NECESSARY)

REASONS:

GRIEVANT'S SIGNATURE

DATE

DATE PRESENTED:

ACKNOWLEDGEMENT OF RECEIPT BY  
MANAGEMENT OFFICIAL:

SIGNATURE

DATE

FINAL WRITTEN DECISION  
(THIRD STEP GRIEVANCE)

SECTION 3.b.

DATE GRIEVANCE RECEIVED:

The following decision on the greivance described in Section 1, 2 and 3a of this form. (Additional pages may be used as necessary.)

Signature

Date

(Position Title)

ACKNOWLEDGEMENT OF RECEIPT  
BY GRIEVANT (OR REPRESENTATIVE):

Signature:

Date:

cc: Union Representative (if designated)

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SECTION 4.

PRESIDENT OR ACTING PRESIDENT OF THE UNION RESPONSE:

The decision is not acceptable for the reasons given in the attachment. The grievance shall be submitted to:

(a) mediation \_\_\_\_\_;

(b) arbitration in accordance with Article 38 of this agreement .

SIGNATURE

DATE

PRESIDENT AFGE LOCAL 1004

DATE PRESENTED:

ACKNOWLEDGEMENT OF RECEIPT  
BY MANAGEMENT OFFICIAL:

SIGNATURE

DATE

APPENDIX II  
NEGOTIATED SETTLEMENT AGREEMENT FORMAT

The parties, solely to resolve this matter without further litigation, freely and voluntarily enter into the following agreement in settlement of the grievance, filed by \_\_\_\_\_ (name of the employee) on \_\_\_\_\_ (date):

Terms of settlement:

a. The Employer agrees to: (cite all the items for relief or other actions Management will grant to settle the grievance.)

b. The Grievant agrees to: (cite all the items the Grievant will accept or do to settle the grievance.)

c. The Union agrees to: (If applicable, cite all items the Union will act upon to settle the grievance.)

d. The parties agree that: (cite all the mutual items/actions both parties agree to do to settle the grievance.)

This Settlement Agreement is entered into and is binding upon the parties by their signatures below.

Employer's Representative

Grievant

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Union Representative

Date: \_\_\_\_\_

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APPENDIX III

Work Option for General Schedule (GS) Employees on Training Holidays

1. Please indicate by circling a, b, c, or d the schedule you wish to work during pay periods that have a combination of Training and Federal Holidays.

a. Work the Compressed Schedule as detailed in the published pay periods with Training/Federal Holidays.

b. Take leave on the Training Holiday and work eight, eight hour days.

c. Work an eight-hour day on both the Training Holiday (work may be at another clinic on the Training Holiday) and the other standard eight-hour work days.

d. Use any Compensatory Time that may have been accumulated toward the Training Holiday. If the GS schedule employee has less than nine hours of Compensatory Time they may use whatever they have accumulated and take Annual Leave for the balance of the nine hours. Compensatory Time can only be awarded for direct patient care and management is not required to provide opportunities for employees to build Compensatory Time. General Schedule employees may bank up to 32 hours of Compensatory Time to be used for Training Holidays. Compensatory Time in excess of 32 hours must be used within two pay periods from when it was earned.

2. It is the experience of the Fort Sam Houston Dental Activity that most GS employees consistently elect to work one of the above schedules. General Schedule employees who elect to change their schedule may do so during the fiscal year by submitting a written request at least three weeks before the respective pay period containing a Training and Federal Holiday. The clinic management will try to accommodate each request but the request may be denied based on mission requirements.

Employee Signature

Date

Employee Name (Printed)

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