

MEMORANDUM OF AGREEMENT (MOA)

BETWEEN

MEDDC&S, U. S. ARMY GARRISON, HQ MEDCOM, HQ FIFTH U. S. ARMY, USAMISSA, AND MEDCOM CONTRACTING CENTER, AND LABORER'S INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 28.

The parties have negotiated the following changes to the existing labor agreement, which has an effective date of 8 July 1997:

Article 6, Representation and Official Time, Section 5, 1st sentence: The Employer will allow the Union President and Chief Steward to use 100% of duty time for representation and partnership activities.

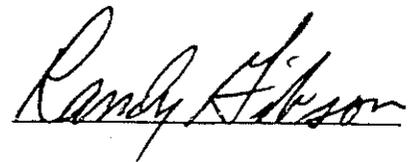
The remainder of Section 5 is deleted. These provisions are no longer needed.

Article 9, Payroll Withholding of Labor Organization Dues, Section 13: The agency agrees to allow employees to participate in the LIJNA Industrial Pension Fund (Article XI, Self Contribution Plan) through payroll deductions as determined by the Union and in accord with the rules and requirements of the Pension Plan.

Article 11, Merit Promotion, Section 2d: Delete last sentence, which reads: "However, except for mandatory referrals and placements as required by statutes, government-wide regulations or this agreement, best qualified bargaining unit employees will be referred for bargaining unit positions prior to referral and consideration of non-bargaining unit best qualified candidates.

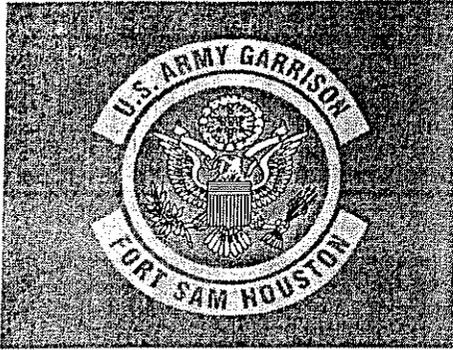


For The Union
Jim Hewitt, President
UNA Local 28



For The Employer
Randy Gibson
Director, CPAC

Date: 10-12-00



CIVILIAN PERSONNEL BULLETIN

FORT SAM HOUSTON, TEXAS

This bulletin is prepared by the Fort Sam Houston Directorate of Civilian Personnel to provide information and guidance to civilian employees, supervisors, and managers of serviced organizations and activities.

BULLETIN NUMBER: 03-00

19 Oct 99

CHANGES TO ARTICLE 12, DETAILS AND TEMPORARY PROMOTIONS, LIUNA LABOR AGREEMENT

1. Article 12 of the LIUNA Local 28 and Fort Sam Houston labor agreement was recently renegotiated. On September 10, 1999, the DOD, Civilian Personnel Management Service, officially approved these changes. A copy of the Memorandum of Agreement is attached and should be filed in the LIUNA labor agreement dated July 8, 1997. It amends the existing Article 12.
2. There are no changes to Sections 1 through 4. The parties modified Section 5a.(1) by deleting the word fully. Agency and Office of Personnel Management directives require an employee to meet regulatory requirements for a non-competitive temporary promotion. An employee does not have to be best or fully qualified, only meet minimum qualification standards to be temporarily promoted.
3. Section 5 a.(2) was changed by replacing the 90 days with 60 days. This means that when a detail to an established higher graded position is expected to exceed 60 calendar days, management is obligated to temporarily promote the employee. Management should submit the Persact 52 as soon as the supervisor is aware that the requirement will probably exceed 60 days. This should be done as soon as possible because it is only fair that we compensate an employee for performance of higher graded duties, and due to the fact that many temporary actions (or combinations of temporary actions), that exceed 120 days often require competitive procedures. This is assuming that the employee meets all regulatory requirements.

4. Section 5 a.(3) is a new provision. This new language resulted from concern by both parties about misassignments. This new subsection is attempting to minimize the duration of details to a set of duties. The new requirement is that details to a set of duties will be limited to 90 calendar days. As soon as management has reason to believe the detail will extend beyond 90 days, the supervisor will submit a Persact 52 to classify the set of duties. If the duties are classified at a grade higher than the employee's current grade, a temporary promotion will be effected.

5. The last change is in Section 9. This is a new provision. The parties agreed that the supervisor will inform the union in writing (E-Mail, Memo, Letter) when an employee's detail exceeds 30 continuous days. The reasons or rationale for the detail will be included in this written notice to the union. It is important to mention that the requirement on the supervisor is only to provide the information to the union prior to the effective date, not to have to wait for clearance or concurrence by the union.

6. Questions on these modifications to the existing LIUNA labor agreement should be sent to Mr. Ernesto Morales, Ch, LMER & Trng, CPAC, 221-2830. The effective date of these provisions is October 1, 1999.



JO ANN ROBERTSON
Director, Civilian Personnel
Advisory Center

MEMORANDUM OF AGREEMENT

This Agreement supplements the basic negotiated agreement (Article 12) dated July 8, 1997, between Laborer's International Union of North America, Local 28, AND HQ Fifth U.S. Army, HQ MEDCOM, U.S. Army Garrison, AMEDDC&S, HCSSA/USAMISSA, MEDCOM Contracting Center, and MEPS.

The Civilian Personnel Advisory Center (CPAC) and the Union agree to the following changes to Article 12, Details and Temporary Promotions, which apply to all LIUNA Local 28 bargaining unit employees serviced by the Fort Sam Houston CPAC:

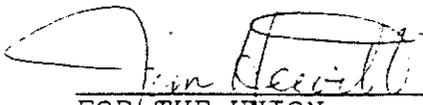
1. Section 5.

a. A temporary promotion instead of a detail will be made when:

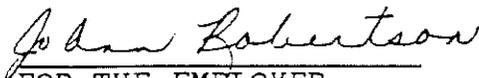
- (1) The employee is qualified for promotion, and
- (2) The assignment to a higher graded position is expected to last for more than 60 days, and
- (3) It is agreed that while management has the option of detailing employees to a set of duties, these details will be kept to a minimum. When a detail to a set of duties will extend beyond 90 days, management will submit a personnel action to officially classify those duties and temporarily promote the employee if it warrants a higher grade, as required by Section 5a.(2), this article.

2. Section 9.

The union will receive written notice from the supervisor whenever an employee's detail exceeds 30 continuous days. The reasons for the detail will be submitted to the union prior to the effective date.



FOR THE UNION
Jim Hewitt, President
LIUNA Local 28
8/31/99
Date



FOR THE EMPLOYER
Jo Ann Robertson
Director, CPAC

APPROVED BY THE DEPARTMENT OF DEFENSE ON SEPTEMBER 10, 1999.