

LABOR AGREEMENT  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
LOCAL 1004  
P. O. BOX 340485  
FORT SAM HOUSTON, TX 78234-0485  
(210) 916-0825  
AND  
BROOKE ARMY MEDICAL CENTER  
FORT SAM HOUSTON, TX 78234-6200  
11 SEPTEMBER 1998  
EFFECTIVE DATE

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**INTRODUCTORY NOTE**

**Section 1.** Brooke Army Medical Center 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 pre-decisional information.
- d. 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, Brooke Army Medical Center, 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 Brooke Army Medical Center.

c. SUPERVISOR(S) OR SUPERVISORY OFFICIALS refers to immediate (first line) military and/or civilian supervisors within the Brooke Army Medical Center 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 constructed 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.

#### ACRONYMS

<u>TERMS</u>	<u>MEANINGS</u>
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
BAMC	Brooke Army Medical Center
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
DCP*	Directorate of Civilian Personnel
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	
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
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

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**PREAMBLE**

Pursuant to the policy set forth by the Federal Service Labor Management Relations Statute (Chapter 71 of Title 5 of the U.S. Code), the following articles of this basic agreement, together with any and all supplemental agreements and/or amendments which may be agreed to at later dates, constitute a total agreement by and between the Brooke Army Medical Center, Fort Sam Houston and the American Federation of Government Employees, Local 1004.

WHEREAS the well-being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of employment; and

WHEREAS the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government;

THEREFORE, the Brooke Army Medical Center, Fort Sam Houston hereinafter referred to as the "Employer" and the American Federation of Government Employees, Local 1004, hereinafter referred to as the "Union", do hereby make and enter into the following agreement:

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**ARTICLE 1**

**COVERAGE**

**Section 1-1.** The Employer recognizes the Union as the exclusive representative for all non-professionals, non-supervisory General Schedule and Wage Grade employees employed in the Brooke Army Medical Center, Fort Sam Houston.

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

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**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.

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### 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.** 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.

**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.** No electronic recording of any conversation between a Bargaining Unit employee and an official of the Employer may be made without mutual consent except for authorized monitoring or officially approved investigations.

When a recording is made, the employee will be given the opportunity to review the transcript for accuracy and will be provided with a copy of the final document upon request.

**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 Articles 29, 30, and Fort Sam Houston Regulation 690-26.
- 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 non-disparately 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 is 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.

c. 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.

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**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.

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 Union shall be given the opportunity to make a presentation (up to 15 minutes) during each BAMC orientation session for new employees. Management will provide the Union with notice of the date, time, and place at the time the orientation is scheduled. The union official making the presentation will be allowed official time to make the presentation.

**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 President 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 BAMC 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.

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## ARTICLE 5

### EMPLOYER RIGHTS

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

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, and as long as Executive Order 12871 remains in effect, 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.

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**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 25 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.

**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").

**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 Union President to use 60%, and the Chief Steward 40% of their duty time, for representational activities. Duty time will not accumulate from week to week. To the maximum extent possible all representational activities will be completed during this time. In the spirit of Partnership the Employer agrees that when the parties determine to proceed with a position for a Partnership Union Official, the Union will designate an official other than the President, Chief Steward and Senior Steward for the exclusive purpose of performing partnership duties. The Partnership Union Official will use a reasonable amount of official time. This official will not use this time to conduct other union business. The Union will appoint this Partnership Officer for a minimum of a one year term.

b. The Employer and Union Agree that a Memorandum of Understanding (MOU) will be executed simultaneously with signing this agreement to mutually agree on the amount of official time effective for the first year of the agreement for the President, Chief Steward, and Senior Steward. The Employer and Union agree that, between thirty (30) days prior to and the anniversary of the effective date of this agreement, the Union may request to renegotiate the MOU. If the Union does not request negotiations, the MOU will remain in full force and effect. The Union recognizes it must present justification and documentation during renegotiations of MOU's to be considered by management.

c. The parties agree that when MOU's are renegotiated, the number of stewards allowed in Article 6, Section 1, will also be subject to negotiations when renegotiating the MOU.

**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 (See Appendix I).

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.

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## 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 650 hours from which Officials, Stewards, and any other designated representative of Local 1004 may draw, which is non-cumulative. Unless otherwise approved by the Employer, Union representatives (Officers, Stewards and other designated representatives) will be limited to 40 hours each year. Every other year each representative will be limited to an additional 16 hours. Normally, training periods will be 16 consecutive hours or less and will require special request for periods which exceed 16 hours. Management will carefully review case-by-case 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.

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## 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 within sixty (60) days of this agreement being implemented. 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.

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## 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 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.** Upon reasonable advance request, the Union and employees shall be granted access to all Federal Personnel Management (FPM), Office of Personnel Management (OPM), and Merit Systems Protection Board (MSPB) regulations, 5 U.S.C. and 5 CFR, as may be maintained by the Employer. The Employer will furnish a copy of agency and activity personnel regulations and updates to the Union.

**Section 9-5.**

a. Upon request by the Union, the Employer agrees to furnish to the Union, for its internal use only, two (2) lists which will contain the names, grades, and position titles of all employees in the bargaining unit. The listing will be sorted by (1) alphabetical and (2) Departments within BAMC; e.g. Department of Nursing, Special Staff etc. The lists will be provided on a quarterly basis.

b. The Employer shall furnish the Union, on a monthly basis, 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 9-6.**

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, printers, software, etc.

c. The Employer agrees that the Union will be provided with government telephones, one Class A, and one Class B or Class C with touch-tone capability, in the Union office at no cost to the Union.

d. The Union agrees to conform to prevailing policy of building maintenance (e.g., grass cutting and minor repairs) and signage. The Employer will provide all necessary equipment and material.

**Section 9-7.** 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 9-8.** Where charges are incurred for telephone or fax usage, the Union will reimburse the Employer.

**Section 9-9.** 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 9-10.** 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 employee with a copy as they enter the unit. The Union will be furnished with two hundred (200) additional booklets. The Employer further agrees to post this agreement electronically. The Union and the Employer agree to publicize the electronic location.

**Section 9-11.** The Union office telephone numbers will be published in the BAMC and Post telephone directories

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## 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 to the Treasurer, AFGE Local 1004, after the completion of each bi-weekly pay period. Automatic Electronic Fund Transfer (EFT) will be in effect 1 January 1999. 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.** An employee may submit a revocation of his allotment. The revocation will be effective at the beginning of the first pay period

following the anniversary date of the employee's signed dues withholding (SF-1187). The revocation should be made on a Standard Form 1188 that will be provided to the employee by the Employer or the Union, upon request, for this purpose. The employee may submit a revocation by letter which contains the employee's name, social security number, and activity or other work site designation. It is the employee's responsibility to submit his written revocation directly to the CSRO on a timely basis. 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.

**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.

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## 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.

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## 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.

**Section 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 3.** An employee has the right to appeal the classification of his position at any time:

a. 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.

b. A Federal Wage System (FWS) employee must first file a position classification appeal within DoD. On receipt of a decision, the appeal may be continued to OPM under their appellate procedures.

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

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**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. The issue is of special concern as Brooke Army Medical Center reorganizes. 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.

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#### ARTICLE 14

##### WAGE SURVEYS

**Section 14-1.** Where data collector survey teams are formed for the purpose of making determinations which would impact the wages of any employee of the bargaining unit, and Brooke Army Medical Center is asked to provide participants, the Union will be given an opportunity to participate in accordance with applicable laws and regulations. Such participation will normally be approved unless mission requirements preclude participation.

**Section 14-2.** Official services will be provided to the Union participant on the data collector survey team in accordance with applicable regulations.

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#### ARTICLE 15

##### MERIT PROMOTION PLAN

**Section 15-1.** Merit placement and promotion procedures will be governed by Fort Sam Houston Regulation 690-4, Merit Placement and Promotion, and other applicable laws and regulations, and the following.

**Section 15-2.**

- a. Merit promotion vacancy announcements will include, among other things, the title, series, and grade of the position, organization and duty station, and where applicable, whether the position is temporary.
- b. Vacancy announcements will be open for not less than ten (10) days and be posted on designated official bulletin boards in buildings and electronically where bargaining unit employees work. Management will publish a list of designated official bulletin boards. Normally, Management and supervisory officials will receive copies of all merit promotion announcements and these should be posted or brought to the personal attention of employees. Temporary employees may also call the 24-hour recorded telephone line to obtain information about open external announcements.
- c. The closing date of the announcement is the date applications must be postmarked to the Civilian Personnel Operations Center (CPOC) to be considered timely. There will be a five (5) day grace period in CPOC for receipt of applications before a referral list is finalized for the selection process.
- d. On the Supplemental Qualification Statement (SQS) form, Part III, Supervisory Input, it is not required that supervisors complete the form when employees apply for jobs. However, if an employee wishes the supervisor to complete Part III, that portion of the form may be used.
- e. The Union President will be placed on distribution for receipt of vacancy announcements.
- f. Management may announce a bargaining unit position vacancy in whatever area they need to obtain a sufficient number of best qualified candidates. 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 unit positions prior to referral and consideration of non-unit best qualified candidates.

**Section 15-3.** Rating and ranking of candidates for positions in the bargaining unit which are filled through competitive promotion may be performed by staff personnel or by an evaluation and ranking panel, depending upon which is most appropriate in view of the characteristics of the position being filled and such factors as time and cost. Management will attempt to include qualified unit members who are considered subject matter experts on the evaluation and ranking panel.

a. Raters will occupy positions at a grade no lower than that of the position being filled, and will be capable of making informed decisions regarding criteria and qualifications in the occupational field.

b. Raters shall treat all information obtained in the rating process as strictly confidential and shall not discuss the proceedings. Where the Employer has reasonable cause to believe that there has been a breach of confidence by a rater, that person will be disqualified.

**Section 15-4.** Non-selected candidates will be provided the following information about specific actions upon request:

a. Whether the employee was considered for promotion and, if so, whether he was eligible on the basis of the minimum qualification requirements for the promotion;

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. Who was selected for the promotion; and,

d. If the employee is not referred, in what area, if any, the employee may be deficient.

**Section 15-5.**

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 re-promoted 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. Unit employees who apply in response to an announcement for a unit vacancy and who meet minimum qualification requirements will be referred in advance of a determination of the best qualified group.

b. The selecting official may select the individual or request a list of best qualified candidates. Unit employees who are referred on the best qualified list will be selected provided they are on grade and pay retention status subject to the following criteria:

(1) The employee's service in the higher grade was satisfactory;

(2) The employee's conduct prior to demotion was satisfactory based on an overall review of the employee's personnel records; and,

(3) The employee meets current qualification requirements for the position.

**Section 15-6.**

a. 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 cross-training 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.

b. A copy of any referral list for bargaining unit positions within BAMC forwarded to a selecting official will be provided to the Union. The Union will be notified of the candidate(s) selected, once an offer has been made and accepted and confirmed by the Directorate of Civilian Personnel.

**Section 15-7. MANAGEMENT DIRECTED REASSIGNMENTS**

A directed reassignment is normally made after obtaining the employee's consent. If the employee does not consent to the reassignment, the action will be formally proposed to the employee and the employee will have the opportunity to present reasons why the reassignment should not take place. The decision to make the reassignment will be made by the Management official in coordination with the Directorate of Civilian Personnel.

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## 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 Fort Sam Houston Regulation 690-4, Merit Placement and Promotion, and other 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 on a **fair** and **equitable** basis, **consistent with** employee **qualifications**, and **without discrimination** or personal favoritism. Details should **not** be used as **forms of reward or punishment**.

**Section 16-3.** Details in excess of thirty (30) continuous calendar days will be requested on SF 52 by the Employer and submitted through appropriate channels to the CPAC/CPOC to be recorded in the employee's Official Personnel Folder. Details between fourteen (14) and thirty (30) days will be recorded on the Supervisor's Employee Brief. Any detail will be recorded on the Brief or in the OPF at the employee's written request by submission of a qualification update documentation (See format at Appendix III). Administrative burdens will not preclude management from meeting these requirements.

**Section 16-4.** Employees should be considered and selected for details on a **fair** and **equitable** basis **consistent with** employee **qualification** and **skill** requirements. It is recognized that certain factors (i.e., security clearance, continuity of jobs of short duration, peculiar environmental or skill requirement) may cause imbalances in the equitable distribution of details. If either party determines, on a case-by-case basis, an unacceptable imbalance or concerns exist, rosters should be maintained. Such rosters will be established by the Employer with employees listed by seniority, based on the most recent BAMC service date.

**Section 16-5.** Temporary promotion instead of a detail will be made when the employee is to be assigned to a higher grade position for a period of more than ninety (90) calendar days and the employee is fully qualified for promotion. The temporary promotion should be initiated at the earliest date it is known by Management that the assignment is expected to exceed ninety (90) calendar days. Management officials may submit a request for temporary promotion, if appropriate and within laws and regulations, for details of ninety (90) days or less when the employee is fully qualified. Temporary promotions in excess of one hundred-twenty (120) days to higher grade positions must be done in accordance with competitive procedures.

**Section 16-6.** In assigning details, the Employer will be considerate of the employee's personal circumstances.

**Section 16-7.** Attempts to resolve employees' dissatisfactions concerning details will include informal discussions between the appropriate supervisor, employees, and Union representatives, upon request.

**Section 16-8.** Detail assignments and performance, when appropriate, shall be given consideration and weight when considering employees for merit promotion opportunities.

**Section 16-9.** 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.

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**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, unless the RIF is considered a major RIF which initially proposes the involuntary separation of fifty (50) or more

permanent employees. In the event of a major RIF, the notice period will be at least one hundred-twenty (120) days. 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.

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**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 out-placement program on RIFs, which result in separation of 50 or more 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.

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## ARTICLE 19

### COMMERCIAL ACTIVITY/CONTRACTING OUT

**Section 19-1.** Nothing in this agreement is intended to waive the rights of both parties granted by law and regulation of the appropriate authority.

a. The Employer agrees to provide timely notification to the Union concerning any proposal to contract out work performed by bargaining unit employees, or a proposal to review such a functional area for possible conversion to contract.

b. The Union may request, in writing, copies of any relevant and pertinent data in connection with the implementation of OMB Circular A-76, Performance of Commercial Activities, including any training materials. After a review of such request the Employer will provide the Union, to the extent not prohibited by law or applicable regulation, data which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of mandatory bargaining.

**Section 19-2.** Applicable laws, rules and regulations, which address contracting out include: Federal Acquisition Regulations, OMB Circular A-76, and the Federal Workforce Reduction Act of 1994.

**Section 19-3.** The Union shall be allowed a representative on the Commercial Activities Working Group and may attend meetings that relate to the development of the Performance Work Statement (PWS) or the Most Efficient Organization (MEO). However, some of the work of the Group may be considered internal management deliberations. In such instances, it would not be appropriate for a Union representative to be present.

**Section 19-4.** The Union representative may receive such training as is provided to the Group regarding the contracting out process.

**Section 19-5.** The Employer agrees to consult with the Union, and allow participation where possible, on a regular basis during the development and preparation of the Performance Work Statement (PWS) and to consider the views of the employees performing the tasks subject to the commercial activity review.

**Section 19-6.** The Employer agrees to consult with the Union, and allow participation where possible, on a regular basis during the development and preparation of the Most Efficient Organization (MEO) and to consider the views of the employees performing the tasks subject to the commercial activity review. The Union understands this information may be procurement sensitive and agrees to treat it as such. This information will not be provided to the Union if the Union is to be a bidder.

**Section 19-7.**

a. The Employer will notify and consult with the Union concerning any proposal to convert in-house functions currently performed by bargaining unit employees to outside contract. Proper subjects for consultation may include but may not be limited to:

- (1) The reason for the possible conversion to contract.
- (2) Status of affected employees.
- (3) Actions to minimize adverse impact on unit employees (e.g., reassignment, retraining, hiring limitations).
- (4) Contract specifications consistent with procurement regulations.

b. The Union may file written comment regarding consultation subjects. The Employer will respond to any written submission by agreeing to meet and discuss the Union's comments and related concerns. The Employer shall duly consider the Union's input and, upon request, furnish a written reply to the points raised by the Union.

c. The Union will be furnished information on contract specification at the same time the invitations for bids are mailed to bidders. Also, the Union shall be furnished dates and times of pre-bid and bid-opening conferences, as appropriate. The Union shall have a right to have a representative at such conferences. **Section 19-8.** Consistent with applicable regulations, the data that may be provided to the Union, in accordance with Section 1b above, may include but is not limited to: pertinent information on cost studies, Invitation for Bid (IFB), Request for Proposal (RFP), abstract bids, correspondence from higher authority directing the cost study, correspondence for the Department of Labor regarding wage rates, the PWS, and any changes, the "milestone" chart or similar document setting forth the estimated dates for the contracting-out process, bidder questions and Employer answers related to the PWS. The Union will have a reasonable time to review and respond to each of the above. Written responses from the Union will be addressed by the Employer. All data will be corrected where the Union demonstrates that it is not valid or prepared in accordance with existing directives.

**Section 19-9.** The Employer will permit a Union representative in the "walk through" by bidders of the function under review.

**Section 19-10.** Any additional negotiations as appropriate will be conducted in accordance with Article 39, Negotiations and/or Article 41, Duration, Review, and Supplementation of Agreement.

**Section 19-11.** The Employer agrees to make reasonable efforts to minimize the impact on employees when a function is contracted out. Employer efforts will normally include limiting permanent new hires and consideration of attrition patterns. Placement consideration will be in accordance with the Reduction in Force and Out Placement Articles 17 and 18 in this agreement.

**Section 19-12.** In the event any agency decision to contract out is based upon information provided by the contractor or an individual in violation of the False Claims Act 31 U.S.C. 3729 (1986), employees will be compensated for filing successful court actions in accordance with 31 U.S.C. 3730 (1988).

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## 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 forward-looking, 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 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 in-service 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.

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**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 work schedules are used, tours of duty or work hours will normally be posted for a minimum of two weeks in advance. 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.** 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.** During the life of Executive Order 12871, 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 prior to the end of the shift.

**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.

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## 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 non-duty 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 holiday premium pay will be paid. When an employee receives the two (2) hours minimum pay for work performed, the 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).

c. Any employee called in to work on shifts outside his basic work week will **normally** be excused upon completion of the job which he was called in to perform.

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

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

a. An **on call roster** is one which identifies employees in a specific section/organizational unit who are subject to being recalled from off duty status to perform work.

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 or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; 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.

c. In sections/organizational units where on-call rosters are routinely required or where special mission requirements create a recurring need for on-call rosters for a specific period, use of qualified volunteers is encouraged prior to implementation of a mandatory rotational system as long as there are sufficient volunteers to reasonably manage the on-call requirements. However, each employee within a section/ organizational unit is subject to on-call requirements 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 on-call. It is understood that the employee finally selected to serve during an on-call period must do so unless excused in accordance with Section 3. In order to change the employee's stated preference for on-call, the employee should notify Management in writing.

#### **Part III - STANDBY**

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

a. A **standby roster** is one which identifies employees in a specific section/organizational unit who are required to be in a standby status at the Employer premises, their residence, or other designated location and must maintain themselves in a ready status to return to work to perform duties during a specific period of time outside of their normal duty hours. The standby location will be determined by the Employer on a case-by-case basis.

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 an agency's premises, or so close thereto that the employee cannot use the time effectively for his 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.

#### **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 on-call 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.

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## **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 31st 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 January 5<sup>th</sup> of each year, Management will notify their employees of the need to submit their projected annual leave requests. The designated Staff Office of BAMC 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 January 31st each year. Management will inform employees no later than February 28th 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 affect 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 a 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 shall 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 will 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 will 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.
- 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.

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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, 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.

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## 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.

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**ARTICLE 26**

**PERFORMANCE STANDARDS AND EVALUATIONS**

**Section 26-1.** The performance management system will be administered in accordance with Army Regulation 690-400, Chapter 4302, the Total Army Performance Evaluation System (TAPES), and other applicable laws and regulations and the following. 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. Both parties also recognize the importance of performance counseling in accordance with TAPES in the success of the evaluation process. 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.**

- a. Employees will be provided a progress review at the mid point of their rating period.
  - b. Management is responsible for informing the employee when performance on any standard is deficient.
- 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.

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**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.

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**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 will 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 will 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.

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## 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 Fort Sam Houston Regulation 690-26, other 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 before further action occurs.

**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.

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**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 Fort Sam Houston Regulation 690-26, other applicable laws and 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.**

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 taken in the interest of national security (5 U.S.C. 7532) 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 before further action occurs.

**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 grieve the matter under the negotiated grievance procedure, appeal the action to the Merit Systems Protection Board, or 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.

c. Progressive discipline will be in accordance with Fort Sam Houston Regulation 690-26.

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## **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 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 will 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 will 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.

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## 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.

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### 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.

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### 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 workplace 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. Management will send each employee whose duties require the use of safety footwear (shoes) to the management designated vendor for fitting of safety footwear. Vendor purchased footwear must satisfy the safety requirements for the work situation; e.g. steel toe, electrical hazard, ankle height, etc. Deviations to the foregoing will only be allowed with a physician's certification. A ceiling of \$200 is established for all vendor purchased footwear. Once vendor purchased footwear becomes worn and an employee feels unsafe, the footwear should be taken to the first line supervisor for a determination. If question should arise, as to safety requirements, the BAMC Safety Officer should be contacted for a final determination and the decision

should be formally given to the first line supervisor, employee, and Union President for record purposes. Shoes determined unsafe and which are replaced should be returned to first line supervisor for disposal.

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

f. 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 should 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**

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, breakrooms, 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 Immunodeficiency 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 bonafide 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.

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### **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. REVIEW OF DOCUMENTS**

An employee, or designated representative, upon written consent of the employee, will be permitted to review documents relating to a claim for compensation which the OWCP has authorized DCP to make available. Psychiatric medical documentation may be released to the employee or representative by OWCP only. The employee may be accompanied by a designated representative if he so desires. Both shall be allowed a reasonable amount of time for such activities.

**Section 35-5. 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 35-6. 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 35-7. REVIEW OF RECORDS**

The designated personal representative of the employee may meet with appropriate management officials to review the employee's medical

disqualification, position description, and qualifications to maximize placement opportunities and to reduce and/or eliminate adverse impact on the employee as a result of his injury or disease. However, Psychiatric medical documentation may be reviewed through, or with permission of, OWCP or the physician.

**Section 35-8. 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 35-9. 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 35-10. OFFICIAL TIME**

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

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**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.

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**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 IV.

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.

c. **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 V. 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.

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## 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.

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## **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 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.

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#### 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 four (4) 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.
- 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 Chief of Staff. 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:**

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.

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## **APPENDIX II**

### **QUALIFICATION UPDATE DOCUMENTATION**

BAMC bargaining unit employees may use any of the following forms or formats for the purpose of updating their qualifications for recording in their Official Personnel Folders:

- a. Standard Resume Format; or,
- b. Optional Application for Federal Employment - OF 612; or,
- c. Amendment to Application for Federal Employment - SF 172\*; or
- d. Utilizing plain bond paper providing the following information:
  - (1) Individual employee's full name, social security number and date of birth;
  - (2) If work experience is to be updated:
    - (a) To and from dates, position title, series, and grade.
    - (b) A description of the duties performed during the specified period of time.
  - (3) If education is to be updated, follow the format on attached OF 612.
  - (4) If other qualifications are to be updated, follow the format on OF 612.
  - (5) An original signature and date.

\* (Although this form has been rescinded as a mandatory requirement by the Office of Personnel Management, and stocks have been subsequently destroyed,

employees may update their records using this form if they have one in their possession)

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APPENDIX IV

GRIEVANCE FORMATS

DATE

FIRST STEP GRIEVANCE

TO:

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

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)

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:

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)

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

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**APPEND V**

**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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