



AGREEMENT
BETWEEN
AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES
LOCAL 1922
AND
UNITED STATES ARMY MEDICAL ACTIVITY
(USA MEDDAC)
FORT STEWART/HUNTER ARMY AIRFIELD
PROFESSIONALS



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ARTICLE 1

RECOGNITION, COVERAGE & PURPOSE

Section 1-1 This agreement is between the United States Army Medical Department Activity (MEDDAC) at Fort Stewart and Hunter Army Airfield, Georgia, (Management), and Local No. 1922, American Federation of Government Employees, AFL-CIO, (the Union).

Section 1-2 Within the context of the Federal Labor Relations law, this Agreement establishes a basic understanding relative to personnel policy, practices and procedures, and matters affecting other general conditions of employment and provides a means for amicable discussions and adjustment of matters of mutual interest.

Section 1-3 Management recognizes the Union as the exclusive representative for all permanent civilian non-supervisory professional employees as specified by the Federal Labor Relations Authority (FLRA) in its grant of certification of the bargaining unit dated April 8th, 2003.

Section 1-4 This Agreement does not require an employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 1-5 The Union recognizes its responsibility to represent the interest of all bargaining unit employees irrespective of their union membership with respect to grievances, personnel policies, practices and procedures, and other matters affecting general conditions of employment.

Section 1-6 The bargaining unit includes and this Agreement covers all current and future eligible professional MEDDAC civilian employees at Fort Stewart/Hunter Army Airfield (FS/HAAF) except those employees described at 5 United States Code (U.S.C.) § 7112(b), and more particularly described as follows:

- a. Any management official or supervisor.
- b. Confidential employees.
- c. Employees engaged in personnel work in other than a purely clerical capacity.
- d. Employees engaged in administering the provisions of 5 U.S.C. § 7101, et seq.
- e. Employees engaged in investigative, intelligence, and counterintelligence work.
- f. Employees engaged in security work.
- g. Employees primarily engaged in investigative or audit functions.
- h. Temporary and intermittent employees.

Section 1-7 Determinations regarding the appropriateness of a position being designated as either within or outside of the bargaining unit, where contested, may be resolved through FLRA regulations and procedures.

ARTICLE 2

PRECEDENCE OF LAW, RULES AND REGULATIONS

Section 2-1 This Agreement shall not affect or impact Management's right:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency.
- b. In accordance with (IAW) 5 U.S.C. § 7106, and other applicable laws, rules and regulations:
 - (1) To hire, assign, direct, layoff and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against employees
 - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which its operations will be conducted
 - (3) With respect to filling positions, to make selections for appointments from –
 - (a) Among properly ranked and certified candidates for promotion; or
 - (b) Any other appropriate sources; and
 - (4) To take actions necessary to carry out its mission during emergencies;
 - (5) To determine 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.

Section 2-2 Nothing in this Article shall preclude the Union and Management from negotiating:

- a. The procedures Management will use in exercising its authority under 5 U.S.C. § 7106.
- b. Appropriate arrangements for employees adversely affected by the exercise of Management's authority under 5 U.S.C. § 7106.

ARTICLE 3

MATTERS SUBJECT TO CONSULTATION AND/OR NEGOTIATIONS

Section 3-1 Matters appropriate for negotiations between the parties are policies, programs, and practices relating to general conditions of employment which are within the discretion and control of Management, including but not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, pay practices, reduction-in-force (RIF) practices, and hours of work.

Section 3-2 Consistent with Article 40, Section 1 of this Agreement and governing laws, rules, government and agency-wide regulations, decisions of FLRA and Federal courts, Management will give the Union adequate notice to request to consult.

ARTICLE 4

MANAGEMENT OBLIGATIONS

Section 4-1 IAW applicable laws, rules and regulations, Management will not implement a new policy or procedure that affects bargaining unit employees' working conditions without first notifying the Union and providing the Union an opportunity to consult and/or negotiate, where appropriate, as outlined in Article 40.

Section 4-2 Upon written request from the Union, Management will consult and/or negotiate with the Union President or his/her designated representative concerning personnel policies and practices, and matters affecting conditions of employment, as required by law. Management agrees to notify the Union IAW Article 40 when anticipated changes relative to the foregoing matters will have more than a de minimis impact on bargaining unit employees.

Section 4-3 Management will provide information to all supervisors and management officials concerning management's responsibilities under the provisions of this agreement.

ARTICLE 5

UNION OBLIGATIONS

Section 5-1 The Union will not discriminate or decline to represent any bargaining unit employee because the employee elected not to become or remain a member of the Union.

Section 5-2 The Union will conduct all matters concerning the internal management and practices of the Union in non-work areas and only during non-duty hours of the Union representatives and employees involved.

Section 5-3 The Union will make reasonable efforts to be specific in identifying the areas of information desired when requesting information under 5 U.S.C. § 7114(b)(4). To help assure the proper level of coordination and effort by Management, the Union will submit all information requests under 5 U.S.C. §7114(b)(4), in writing to the Civilian Personnel Advisory Center (CPAC) Employee/Labor Relations Specialist and each request will be signed by the Local Union President or other Union Official on behalf of the President. If it is unclear to Management what information is being sought or what records or in what databases the records containing the requested information is maintained, the Union will meet with Management to discuss the request, and if applicable review various types of records maintained by Management in an effort to determine what records and databases may best fill the Union's request.

Section 5-4 The Union recognizes Management's right to take reasonable measures to conserve energy and eliminate waste. The Union supports Management's efforts to conserve fuels, electricity, water, and other forms of energy. The Union also supports Management's efforts to eliminate waste, by promoting recycling and the conservation of materials and supplies, and improvement of work processes.

ARTICLE 6

INFORMATIONAL PICKETING

Section 6-1 The Union, at their discretion, shall be allowed to establish informational picketing at the outside of each boundary gates checkpoint to FS/HAAF.

Section 6-2 Management shall be notified prior to establishing pickets.

Section 6-3 Subject to the operational needs, of Management, persons shall be allowed to participate in this picketing on annual leave, leave without pay (LWOP), or on off-duty time.

Section 6-4 While picketing, leaflets and other material may be handed out and media coverage shall be allowed during this time so long as it does not restrict operations of this installation.

ARTICLE 7

UNION – MANAGEMENT/CPAC MEETINGS

Section 7-1 Management and the Union representatives shall hold informal meetings when deemed appropriate as mutually created and agreed to in the signed memorandum of understanding (MOU) pursuant to Executive Order 13522 dated December 9, 2009 which established a joint Labor-Management Council providing a non-adversarial venue to address and resolve workplace issues. Said MOU shall be included as a binding part of this contract in the form of an appendix that may be updated and/or changed by mutual agreement/consent requiring separate signatures.

Section 7-2 These meetings will not normally deal with individual employee personal problems. They shall be designed and conducted IAW aforementioned MOU and:

- a. Provide the Union an opportunity to express its views on matters of concern for the employees the Union represents.
- b. Identify and address potential labor-management relations issues and problems in their embryonic stage.
- c. Provide Management an opportunity to share with the Union unclassified information concerning its mission, workload, budget, and other matters, which will affect the workforce.
- d. Solicit Union input and support on various matters such as suggestion programs, worker safety, blood-donor and charity drive programs, energy conservation, recycling, employee productivity, and its assistance in reducing sick leave, absences without leave.

Section 7-3 Prior to a scheduled meeting, each party should provide the other party in writing a list of the topics they wish to discuss including an estimated duration of discussion by topics. When

a list of topics is requested, it should be submitted five (5) work days in advance of the scheduled meeting or as soon as practicable.

Section 7-4 These meetings will be conducted informally and will usually be attended by an equal number of Management and Union representatives.

ARTICLE 8

NEGOTIATED GRIEVANCE PROCEDURE (NGP)

Section 8-1 This Article is intended to provide a method for the prompt settlement of grievances.

Section 8-2 Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis between the employee and the immediate supervisor. Management and the Union agree that every effort will be made by the parties to settle grievances at the lowest possible level.

Section 8-3 Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance will not reflect unfavorably on an employee's good standing, his/her performance, his/her loyalty or desirability to the organization. Similarly, the occurrence of occasional grievances or appeals will not reflect unfavorably on the quality of supervision of the organization.

Section 8-4 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 Management concerning:
 - (1) The effect or interpretation of a claim or breach of this Agreement;
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation materially affecting a condition of employment.

Section 8-5 An aggrieved employee affected by removal, a reduction in grade based on unacceptable performance, or an adverse action may, at his/her option, raise the matter under a statutory appellate procedure or this NGP, but not both. Pursuant to Section 5 U.S.C. §7121 an employee shall be deemed to have exercised his option under this section when the employee files a notice of appeal under any applicable appellant procedure, or files a grievance in writing under this NGP.

Section 8-6 The following items are specifically excluded from coverage under this procedure:

- a. Any claimed violation relating to prohibited political activities.
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal for national security reasons pursuant to 5 U.S.C. § 7532.

- d. Any examination, certification or appointment relating to employment.
- e. Any classification or re-classification of a position.
- f. Any non-selection for a position or promotion from a referral and selection register.
- g. Any non-adoption of a suggestion.
- h. Any termination of temporary or probationary employees.
- i. Any notice of a proposed adverse action.
- j. Peer Review Committee or other Credentialing Processes and their results.
- k. Any disciplinary actions taken as a result of the Peer Review and/or Credentialing Process remain subject to a grievance.
- l. Any matters that are subject to a Quality Assurance investigation regarding the quality of care given to a patient.

Section 8-7 Questions of grievability or arbitrability by either the Union or Management shall be referred to the arbitrator NLT Step 3 of the negotiated procedure as a threshold issue in the related grievance. The arbitrator will consider the question grievability and/or arbitrability.

Section 8-8 Union initiated or Management initiated grievances may, at the election of the grieving party, begin the grievance at any step of the grievance procedure. Failure of Management or Union officials to answer written grievances within the time limits prescribed will permit the grievant or designated representative to refer the grievance to the next step.

Section 8-9 *Time Limits.* A grievance must be taken with the aggrieved employee's immediate supervisor within fourteen (14) calendar days of the event or action giving rise to the grievance or within fourteen (14) calendar days of the grievant becoming knowledgeable of the issue giving rise to the grievance. Requests for extensions at any step of the grievance process will be granted provided mutually agreed upon in writing by both parties.

Section 8-10 *Grievance Procedure.* An aggrieved employee may elect to process a grievance with or without Union representation at any time during Steps 1, 2, and 3 below.

Step 1- Meeting with First Line Supervisor.

- a. In an effort to resolve grievances quickly and informally at the lowest possible level, an aggrieved employee should first present his/her grievance to his/her first-line supervisor or at another appropriate level of management within the aggrieved employee's supervisory chain. Normally, to make sure the issue is adequately defined for discussion purposes, a Step 1 Grievance should be in writing, but it may be verbal.
- b. If the grievance is not resolved as a result of the Step 1 meeting, the aggrieved employee may elect to proceed to Step 2. To proceed to Step 2, the aggrieved employee must make a written request to his/her next level supervisor within fourteen (14) calendar days of the date of the final Step 1 meeting. In making this request, the aggrieved employee shall reduce the grievance to writing and at a minimum state the underlying facts giving rise to the grievance, the Article and Section of this Agreement alleged to have been violated, if any, and the corrective action sought.

Step 2- Meeting with Second Line Supervisor.

- a. The applicable Management or supervisory official will meet the aggrieved employee and/or Union representative, within fourteen (14) calendar days of receipt of the written grievance and request to proceed to Step 2.
- b. If the aggrieved employee and Management resolve the grievance, the terms of any settlement will be reduced to writing by Management and signed by both parties. Management will provide the aggrieved employee with a copy of the signed agreement. If no resolution or settlement is reached as a result of the Step 2 meeting, Management will prepare a memorandum summarizing the grievance and the considerations afforded the aggrieved employee during the Step 2 meeting. A copy of the memorandum will be provided to the aggrieved employee within fourteen (14) calendar days of the Step 2 meeting.
- c. If no resolution or settlement is reached as a result of the Step 2 meeting, the aggrieved employee may elect to proceed to Step 3. To proceed to Step 3, the aggrieved employee must make a written request to next the higher supervisor or management official within fourteen (14) calendar days of the date of the final Step 2 meeting.

Step 3 – Meeting with MEDDAC Commander or Designated Representative.

- a. The MEDDAC Commander or his/her designee will meet with the aggrieved employee and/or Union representative within fourteen (14) calendar days of receipt of the request to proceed to Step 3.
- b. If the aggrieved employee and the MEDDAC Commander or his/her designee resolve the grievance, the terms of any settlement will be reduced to writing by Management and signed by both parties. Management will provide the aggrieved employee with a copy of the signed agreement.
- c. If no resolution or settlement is reached as a result of the Step 3 meeting, the MEDDAC Commander or his/her designee will issue a decision letter. A copy of the decision letter will be provided to the aggrieved employee within fourteen (14) calendar days of the Step 3 meeting.

Step 4 – Arbitration. If no settlement is reached within fourteen (14) calendar days from the date of the MEDDAC Commander’s decision letter, only the Union President or Management may refer the grievance to arbitration IAW the arbitration procedures set forth in Article 12 of this Agreement.

Section 8-11 Outline of Negotiated Grievance Procedure – Employee Grievances

STAGE	ACTION	TIME LIMIT	SUPERVISORY LEVEL
Step 1	Informal grievance filed	within 14 days of event	Lowest level; usually 1 st line supervisor
	Meeting	within 14 days of notice	Same as above

Step 2	Formal grievance filed	within 14 days of Step 1 meeting	Next level supervisor
	Meeting	within 14 days of filing	Same as above
	Formal response	within 14 days of meeting	Same as above
Step 3	Grievance appeal filed	within 14 days of Step 2 meeting	MEDDAC Commander or designee
	Meeting	within 14 days of filing	Same as above
	Final decision	within 14 days of meeting	Same as above
Step 4	Arbitration filed	within 14 days from decision	N/A

ARTICLE 9

DISPUTES OVER THE INTERPRETATION OF THIS AGREEMENT

Section 9-1 If a dispute arises between a Management official and a Union representative over the interpretation of a provision of this Agreement, both will refer the matter to the CPAC Employee/Labor Relations Specialist, and the President of the Union respectively for clarification and potential resolution.

Section 9-2 Both parties will make earnest efforts to informally resolve the disputed matter through consultations and discussions for a period not to exceed thirty (30) calendar days, unless they mutually agree to extend the time frame. Such efforts should normally be documented.

Section 9-3 If informal efforts do not produce a satisfactory resolution of the disputed matter, either party may formally present its position in writing to the other party, and if no satisfactory resolution is reached within thirty (30) calendar days of the submission of the party's written position, either party may invoke arbitration IAW Article 12 and 5 U.S.C. Chapter 71. While the parties are engaged in this informal resolution process, the grieving of the disputed issue is considered to be held in abeyance.

ARTICLE 10

DISPUTES OVER THE INTERPRETATION OF REGULATIONS

Section 10-1 From time-to-time, Management and the Union may interpret official government-wide, Department of Defense (DoD)-wide, or Army-wide policies, regulations and procedures differently. Questions over interpretations of these policies, regulations and procedures will be resolved as follows:

- a. If the sole issue involves the interpretation of a regulation or policy, Management will compile the relevant facts, including citation of the grievance and any other supporting documents or material.

- b. The aggrieved party through the Union will be given seven (7) calendar days to review Management's submission and provide to Management its own written comments for the record.
- c. After Management receives the Union's comments or after seven (7) calendar days of providing Management's submissions to the Union for review, Management, will forward the file through appropriate command channels to the proponent of the regulation or policy for an official interpretation.
- d. Management will provide a copy of the proponent's response to the Union upon receipt.
- e. If a request for an official interpretation of a regulation or policy arises during grievance procedures, grievance procedures will be suspended until the proponent's response is provided to the Union.

Section 10-2 No interpretation issue will be referred for an official determination under this procedure unless it is clear that the sole issue is the interpretation of a government-wide, DOD-wide, or Army-wide regulation, policy or procedure.

ARTICLE 11

UNFAIR LABOR PRACTICE (ULP) CHARGES

Section 11-1 The parties recognize that Unfair Labor Practice (ULP) charges and subsequent proceeding are governed by 5 U.S.C. § 7116 and regulations and decision by the FLRA. This Article is not intended to modify, abridge, supersede, or otherwise take any precedence over applicable law, rules and regulations governing ULPs.

Section 11-2 Consistent with the philosophy reflected in Article 8, Section 8-2, misunderstandings and disputes between employees and their supervisors and between the Union and Management should normally be settled on an informal basis at the lowest practicable level. Like grievances, the parties agree that it is beneficial to resolve misunderstandings and disputes internally before they elevate to the level of a formal ULP charge. Toward this end, the parties will endeavor to work together to create a labor relations climate whereby ULP charges are not likely.

Section 11-3 If one party intends to charge the other with a ULP, the charging party will give the party to be charged a copy of the draft charge and allow at least seven (7) calendar days for the party to be charged to respond. The parties will then reasonably attempt to amicably resolve the matter before a formal ULP charge is actually sent to the FLRA Regional Counsel's Office.

ARTICLE 12

ARBITRATION

Section 12-1 Any grievance not satisfactorily resolved under Article 8, NGP, may be submitted to arbitration.

Section 12-2 Only Management or the Union may invoke arbitration. Submission(s) shall be in writing and be delivered, as appropriate, either to the CPAC Employee/Labor Relations Specialist, or the President of AFGE Local 1922, or his/her designee, within thirty (30) days from the date of submission of a written position under Article 9, Disputes Over the Interpretation of this Agreement, or within seven (7) calendar days of a decision under Article 8, NGP.

Section 12-3 Within seven (7) calendar days from the date of the receipt of an arbitration request, the parties will either jointly or individually request the Federal Mediation and Conciliation Service (FMCS) to submit a list of impartial persons qualified to act as arbitrators. The parties shall meet within seven (7) calendar days after receipt of such list to strike from the list unless the parties mutually agree to extend the time.

Section 12-4 The Union and Management will alternately strike one (1) arbitrator's name from the Panel and shall then repeat this procedure. The remaining name shall be the selected arbitrator. The party striking the first name shall be determined by a toss of a coin.

Section 12-5 The FMCS shall be empowered to make a direct designation of an arbitrator to hear a case in the event either party refuses to participate in the selection of an arbitrator, or upon inaction or undue delay on the part of either party.

Section 12-6 Prior to the notification of the selection of a specific arbitrator, the parties shall meet for the purpose of defining the issues to be arbitrated. If agreement cannot be reached, the issues to be arbitrated, the Articles and Sections of the Agreement, the grievance, the decision at each step, and any other information as agreed to by the parties, shall be forwarded to the arbitrator upon the confirmation of his/her appointment.

Section 12-7 If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission to the arbitrator and the arbitrator shall determine the issues to be heard.

Section 12-8 The fees and expenses of the arbitration shall be borne equally by the parties.

Section 12-9 The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the FLRA, under regulations prescribed by the FLRA.

Section 12-10 If an arbitrator's award is appealed to the FLRA, the award shall be processed IAW the rules of the FLRA.

Section 12-11 Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement.

Section 12-12 Grievances which are not complex normally do not require a transcript and where there is not mutual consent for providing a transcript either party may elect to obtain such transcript at their own costs; however, the other party may not be privileged to such transcript except when they have equally shared the total cost of obtaining the transcript.

Section 12-13 The arbitration hearing will be held, if possible, on management's premises during the regular day shift hours of the basic work week. Participants in the hearing, whose regular tour of duty coincides with the hearing, will be excused from duty without loss of pay or charge to leave. Management will rearrange the tour of duty of other participants at the hearing unless such rearrangements would seriously handicap the operations of the organization.

Section 12-14 The arbitrator will be requested to render a decision as quickly as possible, but normally not more than thirty (30) days after the hearing.

Section 12-15 If there is not already an arbitrator's decision on the arbitrability or grievability of the issue, the arbitrator shall hear arguments regarding both the arbitrability / grievability and the merits of the case during the same hearing and shall first make a threshold determination as to arbitrability / grievability before proceeding to consider the merits of the case. No decision on the merits will be made should it be determined that the matter is not arbitrable/grievable.

Section 12-16 Where the parties consider it mutually desirable to do so, (i.e, in an instance such as a highly complex case which could be expected to require several days of hearings) the parties may elect to have the issue of arbitrability / grievability and the issue involving the merits of the case considered separately.

ARTICLE 13

MANAGEMENT FACILITIES, EQUIPMENT & BULLETIN BOARDS

Section 13-1 When practicable and available, Management will allow the Union and stewards to use meeting rooms or other facilities for meeting with individual employees regarding complaints and/or grievances.

Section 13-2 Management will allow stewards to use government owned telephones for local use when necessary to conduct labor-management relations activities.

Section 13-3 Management will give the Union an opportunity to post bulletin boards on the same basis as Management in terms of the number and locations of official Management bulletin boards. Union bulletin boards will be of reasonable shape, appearance, and dimensions. The Union will be responsible for upkeep and maintenance of all such bulletin boards.

Section 13-4 The Union will not post information on such bulletin boards that could reasonably be construed as scurrilous, defamatory, libelous, or otherwise inappropriate with regard to Management, Management Officials or others.

ARTICLE 14

REPRESENTATION & OFFICIAL TIME

Section 14-1 The Union may designate five (5) stewards for this bargaining unit.

Section 14-2 The Union will provide Management a written list of its officers and stewards. The Union will periodically update this list as needed. Only Union representatives identified on the then current written list will be eligible for official time.

Section 14-3 Representational duties of stewards will be confined to this bargaining unit.

Section 14-4 Management will assure that time approved in advance in accordance with this Article during regularly scheduled work hours for representational duties are designated as official time (i.e., excused absence).

Section 14-5 Activities for which properly designated Union representatives may appropriately use official time during duty hours without charge to leave or loss of pay include the following:

a. Stewards:

- (1) Prepare and present employees' grievances filed under the NGP.
- (2) Attend formal and investigatory meetings between any Management official and unit employees when such meetings are called by Management.
- (3) Participate in arbitration hearings in either a representational capacity or as a witness subject to the provisions of the Arbitration Article.
- (4) Consult with Management officials over grievances, personnel policies or practices, or matters affecting general working conditions of employees. Stewards at FS will not normally participate as a representative in grievances at HAAF and vice versa.
- (5) Participate in periodic Management or CPAC/Union meetings. During such meetings, the Union will be allowed to have the same number of representatives as Management at the meeting.

b. Union Officials:

- (1) Consult with Management either at management's request or upon request of the Union on appropriate matters which affect unit employees.
- (2) Attend formal meetings between Management officials and unit employees when such meetings are called by Management.
- (3) Prepare and present Union grievances or ULPs to Management.
- (4) Prepare responses to Management grievances.
- (5) Participate in arbitration.

Section 14-6 Subject to patient care duties and other workload considerations, a reasonable amount of time during work hours will be granted to officers, stewards and aggrieved employees to attend administrative hearings and meetings with Management officials. Subject to patient care duties and other workload considerations reasonable time may also be allowed for officers, stewards and employees to meet to discuss, prepare for and present grievances, appeals, discrimination complaints, and other appropriate matters.

Section 14-7 It is not intended that official time will be granted to any one steward for repeated service as a Union representative when such repeated service would unduly interfere with the performance of patient care and other regularly assigned duties.

Section 14-8 Use of official time for activities not authorized by this Agreement or failure to adequately describe the time used may result in the retroactive denial of official time.

Section 14-9 It is agreed that there will be only one representative on official time at the first step of a grievance or complaint. Official time will not be permitted for employees who are already in a leave status (i.e., annual leave, sick leave, LWOP); are working overtime unless health or safety is involved; or to perform representational duties outside the bargaining unit in which they are employed.

Section 14-10 It is expected that the use of telephones to conduct Union representational duties normally should not exceed ten (10) minutes per discussion.

Section 14-11 Certain Union activities are not considered to be of benefit to Management and will be conducted only during the employee's own time and not during duty time or in work areas. These activities include, but are not limited to: solicitation of membership; dues collection; campaigning for a Union office; distribution and posting of literature unless authorized by this Agreement (see Article 13) and representational duties outside the bargaining unit described in this Agreement.

Section 14-12 Should it be necessary for a steward to leave his/her work area, he/she shall request permission from his/her supervisor and the supervisor of the section he/she intends to visit as much in advance as practicable. The steward will report to his/her supervisor upon his/her return to his/her work section. Such visits will be conducted as close as practicable to the aggrieved employee's work section.

Section 14-13 Prior to entering a work area, the Union representative will make arrangements with that supervisor to contact the employee(s). However, if the supervisor cannot release the employee(s) at that time, the supervisor will advise the steward of a time when the employee(s) will be available. Normally, such delays should be as short as possible given the section and employee's patient care and workload, but in most cases not more than twenty-four (24) hours. Union officers, stewards, and/or other Union representatives and the employee(s) they contact will report to their supervisors upon their return to work.

Section 14-14 An employee desiring to leave his/her job to secure the advice and assistance of a steward will obtain his/her supervisor's permission before doing so. However, if the supervisor cannot release the employee at that time, the supervisor will advise the employee of a time when he/she can be released. The employee will report back to his/her supervisor upon returning to duty. An employee desiring to confer with a steward will also obtain oral permission from the steward's supervisor before interrupting the steward's work.

Section 14-15 Normally contacts between employee and steward will occur near an employee's assigned work area so long as privacy can be assured.

Section 14-16 Unless otherwise agreed to in advance with their supervisors, each Union officer and steward will report to work at the beginning of his/her respective shift and will remain in his/her work area only during his/her respective shift. A Union representative will not be granted official time for conferences with Management held outside the Union representative's regularly scheduled work hours.

Section 14-17 For each instance of official time use, Union official or stewards will complete in full and execute a Use of Official Time for Representational Activities Report (Appendix B). Normally, Union officials and stewards will execute the report when they return from representational duty. However, in cases involving extended representational activities, Union officials and stewards will sign the report no later than the end of their next scheduled workday. At the end of any representational duty, Union officials and stewards will report back to work and notify their immediate supervisors of their return if still within the duty day.

Section 14-18 Officers and stewards may receive and investigate, but not solicit grievances.

Section 14-19 Union officers and stewards are authorized to perform and discharge the representational duties and responsibilities, which may be properly assigned to them by the Local president. Each Union officer and steward is authorized to consult with the respective Management official at his/her level and to conclude agreements on appropriate matters subject to approval by the Local president and authorized Management officials and prior notification to CPAC.

Section 14-20 Authorized representatives of the Union who are not employees of the Army will be allowed to visit the installation at reasonable times with as much advance notice as practicable, but not less than five (5) days. However, when the visit is only to the Union office to meet with individuals who are not otherwise in a work status, no advance notice is required subject to applicable security regulations.

Section 14-21 Action shall be taken by management to make all employees and supervisors aware of the requirement that no restraint, interference, coercion, or discrimination is used against a Union representative because of the performance of his/her Union duties.

ARTICLE 15

PAYROLL DEDUCTION OF UNION DUES

Section 15-1 In conformance with applicable Civil Service Regulations and policies of Department of the Army (DA), Management will withhold Union membership dues, as voluntarily allotted by unit members of the Union.

Section 15-2 Withholding shall include the regular periodic amounts required to maintain the employee as a member in good standing, but shall not include initiation fees, special assessments, back dues, or fines.

Section 15-3 Unit members participating in the dues withholding program must be members in good standing in the Union, as determined by the Union.

Section 15-4 Allotments for Union dues must be authorized on Standard Form (SF) 1187. The title of this form is "Request for Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues". The Union is responsible for informing its members of the allotment program, its voluntary nature and the use and availability of the standard form and the conditions governing revocation of allotments.

Section 15-5 Unit members wishing to participate in the dues withholding program must obtain SF 1187 from the Union. The Union completes Section A of the form, and the employee fills in the remaining blanks. The Union forwards the SF 1187 to the CPAC Employee/Labor Relations Specialist for verification of eligibility. After verification, the Specialist forwards the SF 1187 to the Civilian Pay Representative for civilian pay in MEDDAC Human Resources Division (HRD). If the employee is not eligible for Union dues deductions, the specialist will return the SF 1187 to the Union with an explanation for the ineligibility.

Section 15-6 SF 1187 must be received by the Civilian Pay Representative prior to the beginning of the pay period from which the dues deduction is to be made.

Section 15-7 Union dues will not be withheld when an employee's net salary for the pay period involved is insufficient to cover the dues after other legal and required deductions have been made.

Section 15-8 It is agreed that the amount of dues to be withheld shall remain unchanged until the Union certifies to the Civilian Pay Representative that the amount of dues has changed for a particular member, or members, showing the specific amount of the new deduction. Such changes shall not be made more frequently than once each twelve (12) months, measured from the date of the last change made by the Union. Notification of dues changes must be received by the Civilian Pay Representative prior to the beginning of the pay period for which the change is effective.

Section 15-9 An allotment for the deduction of dues may be revoked by the employee by submitting a SF 1188 to the Civilian Pay Representative in MEDDAC HRD. The revocation may not be effective for a period of one (1) year from the date the allotment was first made. Subsequently, an individual's revocation may be submitted at any time but will not become effective until the first full pay period on or after the next common anniversary date of 1 March. One (1) copy of the SF 1188 will be sent by the Civilian Pay Representative to the Union.

Section 15-10 Dues withholding will be discontinued when the allotter dies, retires, is separated from the Federal service, is transferred from the installation servicing payroll office, moves, or is reassigned to an organizational segment which has not been accorded exclusive recognition, upon loss of exclusive recognition by the labor organization; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DoD. Dues withholding will also be discontinued upon receipt of notice from the Union that the employee has resigned, been suspended, been expelled, or for any other reasons ceases to be a member in good standing of the Union. The Union is responsible for submitting such notices to the MEDDAC HRD promptly.

Section 15-11 Remittances to the Union of dues withheld for its account shall be made not later than three (3) working days following the day on which the related salaries were paid to the

employees. Such remittances will be made to the Union Officer designated in writing by the Union to the MEDDAC HRD. Remittances shall show the names of participating employees, the amounts withheld, and the pay period from which deductions were made.

Section 15-12 There shall be no charge by Management for deduction of Union dues.

ARTICLE 16

TIME & ATTENDANCE

Section 16-1 The employee will have access to his/her time and attendance report and will have the opportunity to verify and review.

ARTICLE 17

HOURS OF WORK

Section 17-1 *Clean up time.* Each major organizational element will, where necessary, determine and allot a reasonable amount of time sufficient for clean up. No across-the-board clean up time will be established. In those instances where it has been clearly established that clean up is required, fifteen (15) minutes is normally considered reasonable time; however, time required and allotted may vary depending on work areas and conditions.

Section 17-2 *Break Periods.* Rest periods not to exceed fifteen (15) minutes during each four (4) hours worked may be granted at the work area on the basis of equity and reasonableness within the work unit.

Section 17-3 *Lunch Periods.*

- a. Normally work periods will provide for normal meal periods of not less than thirty (30) minutes or more than sixty (60) minutes duration. Management or their designated representative will normally establish a lunch schedule at the beginning of the shift.
- b. A period of not more than twenty (20) minutes will be granted and will be considered time worked for which compensation is allowed for those employees not otherwise permitted a normal meal period as defined above. Employees will be required to remain with the work area during the compensated lunch period.
- c. When work requirements do not allow an employee (who has an unpaid lunch period) a work-free lunch time, the employee shall be compensated for this period either by overtime or compensatory (comp) time at the employee's election, IAW law and government-wide regulation. This does not preclude management from approving employee requests for lunch period changes at any time.

Section 17-4 *Professionals' Seniority.*

- a. Seniority is the amount of time in total Federal government service based upon an employee's service computation date for leave. Professional's seniority is a designated portion of the workforce who:
 - (1) Regularly performs the same type of work on a daily basis in their respective work area.
 - (2) Hold the same series, grade and the same job descriptions.
 - (3) Should have the same tour of duty and be under the same supervisor.
- b. Management must maintain a seniority list for all bargaining unit employees and provide it to the Union upon request.
- c. The seniority list shall be used for the below stated reasons as a minimum. The list is basically a work group subdivision upon which to base fair and equitable treatment. Priority shall be given for:
 - (1) Holiday work assignments.
 - (2) Shift selection.
 - (3) Leave requests, etc.

Section 17-5 *Holiday Work.* When holiday work assignments are necessary they shall be offered to the employee who normally performs the work. Management shall establish a schedule by seniority among skills groups. The first holiday will be offered to the most senior person first and continue down the list until enough people willing to work have accepted the offer to work. The next holiday will be offered to the next senior qualified person on the seniority list. In the event management cannot get enough people to work the same holiday, normally the least senior person shall be compelled to work. Thereafter, holiday work will be rotated from an inverted seniority list. Management will maintain accurate records of the holidays worked by each employee. These records will be made available to each affected employee or his representative upon request. This same methodology will be used to shift selection and leave requests.

Section 17-6 *Shifts.*

- a. Employee tours of duty, be they eight (8)-hour or twelve (12)-hours, are generally covered in separate alternate work schedule agreements. These agreements continue in effect except as modified by this agreement. Elimination of straight shifts will be handled through negotiations.
- b. Employees from the same skills group may voluntarily trade shifts on a long or short- term basis, subject to the approval of management. Such trades must be recorded in writing and attested to by the employees and management
- c. Where feasible management will try to provide two (2) consecutive days off when establishing work schedules.

- d. Consistent with applicable Federal law, the qualifications of the employee, and priority needs of the mission, employees will be initially assigned to shifts according to their stated preference based on seniority as established by this Article 17 no later than ninety (90) days after the execution of this contract and thereafter as vacancies arise.

ARTICLE 18

ON-CALL DUTY & PAY

Section 18-1 To be entitled to on-call pay, employees must be assigned such duty by the authorized Management official or supervisor and be eligible to receive such pay IAW Title 38 of the U.S.C.

Section 18-2 All employees who occupy identified positions in designated work units must be able to perform on-call tour of duty rotations.

- a. Employees scheduled for an on-call rotation will be required to:
 - (1) provide accurate contact information and, at the election of their supervisor, carry government issued pagers, beepers or other electronic communication equipment;
 - (2) respond telephonically within ten (10) minutes of being contacted;
 - (3) be able to return for duty within sixty (60) minutes or less, unless otherwise approved in advance by the charge/supervisor;
 - (4) be able to return for duty fully capable of performing the employee's full range of duties; and
 - (5) contact the supervisor as soon as practicable upon the employee realizing that he/she can no longer continue an on-call tour of duty.
- b. Employees scheduled for an on-call tour of duty will be paid at a rate equal to 10% of their actual overtime hourly rate for each hour on-call duty.
- c. If an employee is required to return to work:
 - (1) On-call pay will be suspended,
 - (2) When released from work, return to the scheduled on-call tour of duty, and
 - (3) Time spent at work less than two (2) hours will be deemed to be at least two (2) hours for pay purposes, and any time over two (2) hours will be deemed to be the actual time worked.
 - (4) On-call will apply to employee's section only.
- d. If an employee becomes incapacitated or is otherwise unavailable to report to work, the employee shall not receive on-call pay from the period of time that the employee becomes incapacitated or unavailable to the end of the scheduled on-call period.

- e. An employee performing on-call tour of duty shall not be in any approved leave status, and shall not be entitled to receive on-call pay when on approved leave during regularly scheduled on-call tour of duty.

ARTICLE 19

OVERTIME DUTY & PREMIUM PAY

Section 19-1 Management reserves the right to assign work and require employees to work overtime.

Section 19-2 Eligible employees will be entitled to be paid overtime, night differential, weekend differential, and holiday pay IAW the provisions of Title 38 of the U.S.C. or Title 5 of the U.S.C. as applicable to their position.

Section 19-3 Consistent with applicable laws, rules and regulations authorized time spent in excess of eight (8) hours a day (under 5 U.S.C) or forty (40) hours a week (under the Fair Labor Standard Act) will be considered overtime work. Fifteen (15) minutes is the minimum period of overtime that can be authorized.

Section 19-4 Supervisors are responsible for assuring a fair assignment of overtime work insofar as the requirements of the organizational unit will permit. Stewards may consult with supervisors concerning the assignment of overtime in an effort to keep the overtime work distributed among employees as fairly as possible.

Section 19-5 In the assignment of scheduled overtime, Management agrees to provide employees with two (2) weeks advance notice. This section does not apply to unscheduled overtime.

Section 19-6 An employee may request to be relieved of an overtime assignment and Management will consider relieving the employee of the overtime assignment if another qualified employee is available and willing to accept the overtime assignment.

Section 19-7 All applicable overtime records will be made available to the Union President upon request.

Section 19-8 Employees who work overtime shall be allowed a fifteen (15)-minute paid break for every four (4) hour period worked, and a fifteen (15)-minute break in an overtime status immediately (or as close thereto as practicable) after the end of the non-overtime work shift.

ARTICLE 20

OFF-DUTY EMPLOYMENT

Section 20-1 Management will support employees' right to seek off-duty employment within applicable laws and regulations. Employees not working scheduled duty hours, scheduled

overtime, or in an on-call capacity will not be restrained from engaging in remunerative civilian professional employment during their normal off-duty hours.

Section 20-2 Off-duty employment will not interfere with, or adversely affect, the professional's primary duty to Management.

Section 20-3 Employees have the responsibility to ensure that they have a minimum of six (6) hours rest from completion of their off-duty employment and the start of their scheduled regular duties.

Section 20-4 In emergencies in which the MEDDAC Emergency Management Plan (EMP), MEDDAC REG 500-1, is activated, employees scheduled for off-duty employment will notify their off-duty employer of the emergency and report to their assignment department as outlined in the EMP.

Section 20-5 In the event employees/providers credentials are revoked, the employee/provider will provide the Commander with all pertinent information concerning off-duty employment in which the employee/provider is credentialed.

ARTICLE 21

LEAVE & ABSENCES

Section 21-1 *Annual Leave*

- a. Employees may request annual leave normally through their first-line supervisors. OPM Form 71 (Application for leave) will be used to document such leave. To help assure the likelihood an annual leave request will be approved, employees should make their request for annual leave well in advance of the requested leave dates. Fifteen (15) minutes is the minimum period of annual leave that is authorized.
- b. Management will determine when and the extent annual leave will be granted. If an employee can be spared from their duties without undue burden on the organization or unit, annual leave will be granted for personal or emergency reasons. If Management finds it necessary to cancel previously approved leave, and/or deny the specific period requested by an employee, the reasons for such action should be explained to the employee.
- c. If employee desire and the anticipated workload permit, Management will attempt to provide each employee and opportunity to take a two (2) week continuous vacation each year. Management will endeavor to schedule such requests when employees submit a leave request at least six (6) months in advance of the requested leave period. After an employee has selected a leave period and Management approves that period, the employee will not normally be allowed to change the selected leave period if the change will negatively impact the annual leave period previously selected by another employee.

- d. Management will allow an employee to cancel previously approved annual leave. However, Management will not guarantee an employee will be granted requested alternate leave dates.
- e. Management will give maximum consideration to an employee's request for leave on workdays that may occur on religious holidays of the employee's religious faith.
- f. In the case of transfer or an employee from one organizational element to another, previously scheduled annual leave for vacation purposes shall be discussed with the new supervisor.
- g. Management will make every effort to accommodate previously scheduled approved leave where the employee can demonstrate a monetary deposit has been made and will be forfeited if the leave is cancelled.

Section 21-2 The employee will contact his/her supervisor to request unscheduled leave as soon as practicable when the need arises that requires his/her absence. The employee may phone, email, or text his/her supervisor and if necessary speak with a fellow employee to have them relay a message to the supervisor. If employee is unable to notify them directly, it is appropriate for a family member or friend to notify supervisor of needed leave.

Section 21-3 *Sick Leave*

- a. The Union will encourage employees to use sick leave wisely and properly and to conserve sick leave so that it is available in case of extended illnesses. Fifteen (15) minutes is the minimum amount of sick leave that is authorized.
- b. When possible and to the extent of practical, employees are required to notify their office, their supervisor, or the designated representative of their need for emergency sick leave at least two (2) hours prior to shift changes/start of duty day.
- c. Except when there are circumstances beyond the control of the employee, an employee will contact his/her first line supervisor or designated representative for approval of emergency sick leave. Employees will normally make such notifications personally; however, other methods may be acceptable such as by spouse, fellow employee, etc., except when these other methods do not provide Management a timely notice.
- d. Management may elect to require an employee to submit a medical certificate from their treating physician or medical provider for sick leave absences of more than three (3) workdays or for a lesser period when the agency determines it is necessary.
- e. If Management suspects an employee is abusing his/her sick leave privilege, Management may require the employee to provide a medical certificate signed by their treating physician or medical provider to justify the approval sick leave thereafter for a maximum of six (6)

months. In these cases, the employee will be advised in writing that a medical certificate will be required to support a future grant of sick leave, regardless of duration.

- f. The amount of advanced sick leave to an employee's account will not exceed thirty (30) days at any time. Where it is known that the employee is to be retired, or where it is anticipated that he/she is to be separated, the total advanced may not exceed an amount which can be liquidated by subsequent accrual prior to separation. Requests for advanced sick leave will be submitted by the employee to his/her immediate supervisor with supporting medical evidence that the requested leave is required.
- g. When a determination is made by a Federal Medical Officer (FMO), that an employee may be placed in limited work status, Management will make a reasonable effort to find duty to utilize the employee.

Section 21-4 *Excused Absence Because of Climatic Conditions.* Consistent with controlling laws, rules and regulations, if all or part of the installation will be closed because of climatic or disaster conditions, supervisors will notify employees and will excuse employees from duty without loss of pay or charge to leave for the period that the installation or part of it is closed. Employees scheduled to be on annual or sick leave for that day will be charged leave for the scheduled time off.

Section 21-5 *Military Leave.* Employees who are members of Reserved Armed Forces and National Guard accrue military leave at a rate of one hundred and twenty (120) hours per fiscal year for training. For certain types and periods of activation and mobilizations, employees may be entitled to an additional twenty-two (22) days military leave or more under applicable Federal laws. Employees are also entitled to use any combination of annual leave, military leave and LWOP to cover periods they are away from their jobs performing their military duties for training under Title 32 or for activations/mobilizations under Title 10. Management will grant employees who are members of the Reserved Armed Forces leave IAW applicable laws, rules and regulations. Employees should notify Management at the earliest opportunity when they are provided notice of such leave.

Section 21-6 *Excused Absence Due To Voting.* Subject to patient care and other workload considerations, employees may be granted an amount of excused absence which will permit him/her to report for duty two (2) hours after the polls open or leave work two (2) hours before the polls close, whichever requires the lesser amount of time off.

Section 21-7 IAW applicable laws, regulations and policies management will make every effort to grant annual leave, sick leave or LWOP in cases of death in the immediate family.

ARTICLE 22

SICK AND INJURED EMPLOYEES LIGHT DUTY POLICY

Section 22-1 Employees who have illnesses or incur injuries outside the performance of duties may request light duty. Management will grant this request when feasible. Placement will be at Management's discretion.

ARTICLE 23

TRAVEL

Section 23-1 Employees normally shall not be required to travel except under the conditions and procedures prescribed by DoD Joint Travel Regulations. Management will not normally schedule travel on non-workdays unless such travel is dictated by mission requirements, good Management practices, or by the training or course schedule.

Section 23-2 If an employee is required to travel to perform assigned duties, the employee will receive compensation, per diem, and travel allowances IAW applicable laws, rules and regulations.

ARTICLE 24

NEW EMPLOYEE ORIENTATION

Section 24-1 During the in-processing of new bargaining unit employees, Management will provide the employee with a Union informational brochure. This brochure will be prepared by the Union and furnished to the MEDDAC HRD. It will be the responsibility of the Union to provide the informational brochure. Management will call for the brochures as needed.

Section 24-2 The Union shall be afforded the opportunity to be present at Newcomers' Briefings as scheduled by Management.

ARTICLE 25

DRESS CODE

Section 25-1 Employees will dress professionally consistent with the duties performed. Clothing (includes head and footwear) with slogans, drawings, or language which could be construed as being lewd, obscene, profane, or sexually suggestive, or which advocates or glorifies the use of illegal drugs or other unlawful conduct shall not be worn.

ARTICLE 26

EMPLOYEE PERSONNEL FILE

Section 26-1 An employee or his designated representative shall be, upon written request by the employee, given access to inspect the employee's personnel folder. The employee's personnel file will not be made available to anyone except as provided for by laws or regulations.

Section 26-2 Employees will be granted access to their employee personnel files IAW laws, rules and regulations upon written request.

ARTICLE 27

POSITION CLASSIFICATION AND JOB GRADING STANDARDS

Section 27-1 Management agrees to notify the Union of proposed new or changed classification standards which are referred by higher headquarters.

Section 27-2 If requested by the employee, he/she may be represented or assisted by his/ her Union representative in discussing the matter with his/her supervisor or with representatives of the CPAC in pursuing an appeal. Employees retain the right to appeal position classification without fear of restraint, prejudice, or reprisal.

Section 27-3 Any employee in the Unit who believes that his/her position is improperly classified will first consult with his/her supervisor for information and guidance as to the basis for the classification of his/her position. Consultation may also be arranged for the employee by the supervisor, as necessary, with appropriate representatives of the CPAC in an effort to resolve the employee's dissatisfaction informally.

Section 27-4 If the employee's dissatisfaction concerning the classification of his/her position cannot be informally resolved, he/she should be advised by the supervisor and/or the CPAC, as may be appropriate, in order that he/she may obtain such regulations and information as may be required pursuant to his/her appeal including his/her rights to representation.

ARTICLE 28

POSITION DESCRIPTIONS

Section 28-1 Position descriptions are based upon the principal duties and responsibilities assigned to each position. All identical positions within the same organizational unit normally will be covered by the same position description. Any subsequent changes in the position description will be discussed with the employee, and he/she will be furnished a copy of the changed position description.

Section 28-2 The parties recognize that IAW 5 USC § 7106, Management officials have the sole, reserved right to determine the mission of the organization and to assign work to employees. Within this context and pursuant to maintaining the dignity of the employee and high morale within the work unit, Management will endeavor to assure, where deemed practicable by the supervisor, to not assign to employees incidental or menial duties (as other duties assigned) which are inappropriate to their positions, unless considered warranted to do so under the circumstances in the sole discretion of the supervisor.

ARTICLE 29

PLACEMENT & PROMOTION

Section 29-1 The merit placement process (MPP) referenced in this agreement shall be referred to as "USAJOBS".

Section 29-2 Basic eligibility for consideration under internal FS/HAAF MPP will be via submission of an application package, meeting USAJOBS requirements. The application package includes the employee's resume, responses to the assessment questionnaire and supporting documents specific per requirements of each vacancy announcement. Employees desiring consideration for a specific vacancy announced for their respective areas of consideration will follow and complete the instructions for submitting the application for each vacancy. Employees may create and store up to five (5) resumes in their USAJOBS account. In addition, employees may pre-position their supporting documents in their USAJOBS account.

Section 29-3 Open periods of seven (7) days will be used for both internal and external job announcements. Applicants may submit an application package at any time during the open period of a vacancy announcement IAW the vacancy announcement and/or USAJOBS.

Section 29-4 Candidate evaluation for jobs filled via USAJOBS procedures will be by USAJOBS software. (This excludes time-in grade, quality of experience, area of consideration, type of appointment determination or other requirements that will be verified by the CPAC).

Section 29-5 Employees will have available to them via the internet a copy of Application Tips for Applying via USAJOBS that provides useful information.

Section 29-6 Should an employee be denied consideration for promotion and it is conclusively shown that the failure to receive such consideration was the fault of Management and not the employee, then the employee will be entitled to any and all remedies, consistent with governing laws, rules, and regulations.

ARTICLE 30

DETAILS AND TEMPORARY PROMOTIONS

Section 30-1 Management may detail employees IAW applicable laws, rules and regulations, i.e., when such action will relieve a temporary shortage of personnel, will reduce an exceptional volume of work or can be expected to improve efficiency.

Section 30-2 Details to a higher grade or one with known promotion potential and temporary promotions that will exceed one-hundred-and-twenty (120) days will be filled through competitive procedures.

ARTICLE 31

TRAINING AND EMPLOYEE DEVELOPMENT

Section 31-1 Continuing professional education, development and training is vital to maintaining and improving the quality of medical care and services provided to patients and the overall productivity of health care professionals. Management will strive to provide relevant and necessary training and development opportunities to all employees according to Management and the employee's needs.

Section 31-2 Management will plan and provide for training and development of employees as required to accomplish the mission consistent with existing regulations and available resources.

Section 31-3 The Union will encourage employees to:

- a. Keep abreast of changes occurring in their field, craft, trade, profession or occupation.
- b. Participate in developmental activities in order to perform more effectively in current and future assignments. These developmental activities may include reassignment, job rotation, on-the-job training and classroom training.
- c. Realize that not all training and development is directly related to their jobs and they have a responsibility for self-development, and for informing their supervisors of their accomplishments.
- d. Utilize and share with fellow employees new skills acquired through training.

Section 31-4 Management will make a reasonable effort to utilize existing employees when training is determined to be necessary for new skills. Selection for such training shall be consistent with the criteria in applicable regulations.

Section 31-5 Management will identify areas of skill in which insufficiencies exist and make an effort to inform employees of these areas. Furthermore, Management will endeavor to establish training opportunities in these areas and inform the employees how to apply for training.

Section 31-6 If Management becomes aware that a pending change in education, training or certification requirements will adversely affect a particular position occupied by members of this bargaining unit, Management will do everything within its power to give the affected employee an opportunity to obtain the necessary education and training or certification if required by applicable laws, rules or regulations. Timeline requirement will be determined on a case-by-case basis.

Section 31-7 Management will provide employee on-the-job cross-training to the maximum extent practicable. The techniques Management uses may include, for example, interchanging similarly-situated employees. Respective supervisors must concur, and such training may not deter accomplishment of the mission.

Section 31-8 Supervisors will identify those situations in the specific work environment that training can aid in achieving defined objectives and goals of Management. Available training programs will be discussed with the employees who would normally be eligible for such training.

Section 31-9 Upon reporting to a new duty position, employees will be oriented concerning what is expected in the performance of their duty. This will include appropriate use of equipment, forms, procedures, and what the mission of the employing activity is.

Section 31-10 Management agrees to give advance notice to the Union in regard to the installation of any significant changes in equipment, machinery, or processes which would result in changes of working conditions or require additional training.

ARTICLE 32

PERFORMANCE APPRAISALS

Section 32-1 The Army Total Performance Evaluation System (TAPES) is the recognized performance appraisal/rating system. AR 690-400, Chapter 4302 is the controlling authority for the administration of TAPES; however, this Agreement will be controlling to the extent it is not inconsistent with applicable law, rules, regulations, and directives.

Section 32-2 Raters will provide employees with performance plans at the beginning of each rating period. For employees covered by the Base Rating System, performance plans should be recorded on DA Form 7223-1. For employees in the Senior Rating System performance plans should be recorded on DA Form 7222-1.

Section 32-3 Both the rater and the employee should keep copies of the current performance plan. Copies of the performance plans should be attached to completed performance appraisals.

Section 32-4

Written Appraisals. Written annual or special performance appraisals are prepared on DA Form 7223 for employees in the Base Rating System and on DA Form 7222 for employees in the Senior Rating System. Copies of completed appraisals should be distributed as follows:

Annual Appraisals. Completed annual appraisals should be reproduced in an original and two (2) copies. The original should be given to the employee, one (1) copy should be retained by the Rater, and other copy should be submitted to the MEDDAC HRD for filing in the automated nature of action system (AUTONOA) and entering into DCPDS and the employee's electronic official personnel file (e-OPF).

Special Appraisals. Special appraisals should be completed in an original and two (2) copies. The original should be given to the employee, one (1) copy should be provided to the Rater of record to be attached to the annual appraisal; and the other copy should be retained by the Rater of the special appraisal. Special appraisals are not filed in the e-OPF when completed. They are attached to annual appraisals at the end of the rating period.

Section 32-5 DA Form 7223-1/7222-1 is used to record performance counseling notes, is to be initialed by the Ratee (voluntarily) and the Rater, and these along with the position description are considered the Performance Plan.

Section 32-6 Consistent with the requirements of AR 430, Chapter 4302, performance counseling should be conducted within thirty (30) days of the beginning of the rating period, again at the midpoint of the rating cycle, and at other times as appropriate.

Section 32-7 If an employee receives a lower than expected rating and has not received counseling as outlined above, he/she may grieve it through the NGP.

Section 32-8 The primary purpose of the Value Block will be to document positive aspects of the Ratee's contributions that do not necessarily relate to work output.

ARTICLE 33

RIF, DEMOTIONS & INVOLUNTARY REASSIGNMENTS

Section 33-1 *RIF.* All RIF will be accomplished IAW applicable laws, rules and regulations. Management will notify the Union of any proposed or planned RIF. The Union may make recommendations to Management concerning the impact and implementation of any such RIF action. Management will place any career or career-conditional employee who is separated because of RIF on the Reemployment Priority List IAW applicable laws, rules and regulations.

Sections 33-2 *Demotions.* All demotions will be accomplished IAW applicable laws, rules, and regulations.

Section 33-3 *Involuntary Reassignments.* All involuntary reassignments will be accomplished IAW applicable laws, rules and regulations.

ARTICLE 34

CONTRACTING OUT

Section 34-1 The Union recognizes that Management has the authority and responsibility to determine the methods, means, and personnel required to accomplish the mission of Management. Management and the Union recognize that contracting for services by Management is subject to certain policies and restrictions imposed by laws and regulations having Government-wide application.

Section 34-2 Management will give the Union as much notice as possible in advance of contracting actions which may adversely affect or displace bargaining unit employees. Rationale for the contracting of work in this category will be provided to the Union upon request. Unless prohibited by law and/or regulations by higher authority, Management will provide the Union access and copies of records pertaining to a specific contract.

Section 34-3 In the event that Management requires that unit work be done by contract, bargaining unit employees will not be under the supervision of a non-Federal supervisor unless the employee is so instructed by an individual who is already in a position of supervisory authority over him/her. This means that non-Federal supervisors do not inherently exercise supervision over bargaining unit employees and will not do so unless it is approved by an individual with authority to do so (as determined by Management).

ARTICLE 35

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 35-1 The parties support all efforts to provide equal opportunity in employment. Any discriminatory act or actions by Management or the Union based on a person's age, race, color, religion, sex (including sexual harassment), national origin, or handicapping condition will not be tolerated.

Section 35-2 If any locally implemented personnel policy, practice, and procedure is a barrier in eliminating under-representation of any protected class in the workplace, Management agrees to consult with the Union about modifying or discontinuing such policies, practices, and/or procedures.

Section 35-3 The parties acknowledge that because of our diverse workforce, many workplace disputes and confrontation between supervisors and employees, or between co-workers, and the actions taken by supervisors against their subordinates, will likely be between individuals of differing ages, races, colors, religions, sexes, national origin, and handicaps which are in no way related to such status. To the extent these problems appear to be true genuine workplace disputes and unrelated to any EEO status, the Union will endeavor to have these matters resolved through the NGP set forth herein, or in another appropriate forum.

ARTICLE 36

ALCOHOL AND DRUG ABUSE PROGRAM

Section 36-1 Management and the Union jointly recognize that alcohol and drug problems are health problems and employees having these conditions will receive the same considerations as for other health problems. Employees are encouraged to seek assistance from the Employee Assistance Program (EAP) if they think that substance abuse is impacting on their job performance and/or personal lives. Employee participation in the EAP shall be voluntary.

- a. Employees, at all times are responsible for their actions. Applicable regulations will govern the consideration given to employees who allege that their actions were brought about by illness or substance abuse.
- b. Employees who seek assistance from EAP are assured of confidentiality, except when instances of child abuse, violence, or threats of violence against another person are disclosed or committed. All records and discussions will be handled in a confidential manner as are medical records, with noted exceptions above. These records will be kept by the counseling organization and they will not become part of the employee's e-OPF.

Section 36-2 Management and the Union also recognize the need to assist employees whose job performance is adversely affected by medical, behavioral and emotional problems other than by reasons of alcohol and/or drug abuse. The Union supports Management's EAP as a means for identifying and providing information, education, and other assistance or referral services for these employee problems.

Section 36-3 The Union and Management will encourage employees who have been arrested or have had their driving privileges suspended for drunk and/or other drugged driving to enroll in the EAP.

Section 36-4 Employment or promotion opportunities will not be jeopardized because of prior self-reported alcohol or drug abuse counseling or by a request for counseling or referral assistance.

ARTICLE 37

DISCIPLINARY ACTIONS

Section 37-1 Employees will adhere to the standards of conduct as outlined in governing laws, rules and regulations.

Section 37-2 Management will administer disciplinary actions IAW governing laws, rules and regulations.

Section 37-3 A grievance arising from a disciplinary action must be filed within fourteen (14) calendar days after the effective date of the receipt of notice of final decision.

Section 37-4 If Management questions an employee about any matter that the employee reasonably believes may result in a disciplinary action being taken against him/her, the employee may request a Union representative be present during the questioning, and Management will not question the employee about the matter further until a Union representative has been provided a reasonable opportunity to be present.

Section 37-5 Formal notices of proposed disciplinary action to unit employees will contain a statement whereby the employee may indicate that the Union receives a copy of said proposed action.

Section 37-6 After the employee has been advised that disciplinary or adverse action is under consideration, and if formal disciplinary action has not been initiated within thirty (30) days of the notification, the employee will be advised, upon request, as to whether or not disciplinary action is still under consideration.

ARTICLE 38

SAFETY

Section 38-1

- a. Management will, within its capability and budgetary limitations, make every effort to:
 - (1) provide a wholesome, safe and healthful working climate and
 - (2) endeavor to provide proper ventilation of working areas and proper heat for all buildings where employees are required to work;
 - (3) assure prompt and proper reports of accidents and injuries;
 - (4) create a climate of safety consciousness in all supervisors and employees;
 - (5) ensure prompt and complete reporting of on the job injuries to the Office of Workers' Compensation Program, Department of Labor, so that a fair and equitable settlement can be made.

- b. The Union will support the Army Safety Program by encouraging employees to:
 - (1) conscientiously abide by established safety rules, regulations, and directives, etc.;
 - (2) report to their supervisors any known hazardous condition or procedure for purpose of making such condition safe;
 - (3) report job connected injuries and illnesses to their supervisor immediately so that any and all workers' compensation forms can be expeditiously completed.

Section 38-2 Items of protective clothing and equipment, when essential for the protection of employees, will be furnished by Management and IAW the DA regulations, which comply with Occupational Safety and Health Administration and other applicable laws. The use of protective clothing and equipment as a means of preventing or minimizing injuries to personnel or damage to equipment is essential to all operations which are made hazardous by existing conditions such as temperature, footing, illumination, and visibility, ventilation, atmospheric contaminants, skin contaminants, physical and biological hazards, noise and radioactivity.

Section 38-3 Employees who complain of a problem with any safety related issue should refer the matter to his/her supervisor. Where a job-related medical problem is indicated, the employee may be referred to the appropriate Field Medical Officer for his/her consideration

Section 38-4 The wearing of protective clothing and equipment will be required where:

- a. The items are necessary to protect personnel from occupational diseases and trauma.
- b. The items are necessary for safe performance of the task and/or protection of people, government equipment, material or property.

Section 38-5 The procedures established in the safety and health program shall not preclude the right of any employee to file a grievance at the appropriate step of the grievance procedure. The primary responsibility of resolving differences involving health and safety matters remains with Management and the Union.

ARTICLE 39

FINANCIAL LIABILITY INVESTIGATIONS OF PROPERTY LOSS (FLIPL)

Section 39-1 Employees shall be allowed a Union representative during any part of a FLIPL in which the employee is subject of the FLIPL.

Section 39-2 The decision of the approving authority may be grieved IAW this agreement.

Section 39-3 Copies of all FLIPL documents considered by the approving authority in the FLIPL decision may be furnished the employee or his representative upon request.

ARTICLE 40

DURATION AND CHANGES

Section 40-1 Procedures for Mid-term and Impact and Implementation Bargaining.

- a. Management will provide the Union written notification of proposed material changes or implementations. The ten (10) calendar days period will commence on the first full calendar day following the date on which the Union was notified.
- b. The Union will, within the ten (10) calendar days, inform Management (i.e., originating individual or "office") in writing of the Union's views on the proposed change or implementation and/or indicate the Union's intent to consult or negotiate concerning the proposed change or implementation. Failure of the Union to respond in writing within the ten (10) calendar days or request in writing an extension of consideration time during that period will be considered acceptance of the proposed change or implementation.

- c. The parties agree that if the Union exercises its option not to negotiate or does not respond as provided in b above, negotiations are waived on that specific change or implementation. This waiver shall be for the life of this Agreement unless the parties subsequently mutually agree to negotiate the issue as provided in Section 40-5 of this Article.

Section 40-2 These Articles constitute the entire Agreement between the parties, and there shall be no side agreements or understandings, written or implied, other than those embodied in this Agreement. The parties acknowledge that during the negotiations both parties had the right and opportunity to make demands and proposals with respect to personnel policies, practices and general conditions of employment affecting bargaining unit members. The Union agrees that Management may make changes to such personnel policies, practices and general conditions of employment provided such changes are not inconsistent with the terms of this Agreement or applicable laws, rules and regulations.

Section 40-3 Amendments to this Agreement may be required due to changes in law, applicable Executive Order, regulations or policies. In such an event, the parties will meet within thirty (30) days after receipt of implementing instruction for such changes for the purpose of negotiating new language to satisfy statutory or regulatory requirements provided this requirement has not already been satisfied and provided in Section 40-2 above.

Section 40-4 Negotiations may be open for amendments(s) of this Agreement only by mutual consent of both parties. Request for such amendment(s) must be written and must contain a complete text of the amendment(s) proposed. The parties will meet within thirty (30) calendar days after receipt of such notice to discuss the matter(s) involved. Such negotiations may be conducted IAW the original ground rules to this Agreement if either party invokes its right to negotiate.

Section 40-5 This Agreement will be binding on the parties for a period of three (3) years from the date last signed by the Parties. Either party shall notify the other party at least sixty (60) days but not earlier than ninety (90) days prior to the expiration of the Agreement of that party's intent to negotiate a new Agreement. If either party serves such notice, representatives of Management and the Union will meet within sixty (60) calendar days of receipt of the notice and confer as to possible negotiations or other courses of action. If neither party serves timely notice on the other, this Agreement shall be automatically renewed for a period of one (1) additional year.

Section 40-6 Management agrees to provide one hundred twenty-five (125) copies of the final approved labor-management agreement to the Union after final printing and post the document on the MEDDAC internet and allow employees to print one.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THIS


10 DAY OF Jan 2013

FOR MANAGEMENT:

FOR THE UNION:



LTC JOSE A. BONILLA
Chief Negotiator



MARK DEUNGER
Chief Negotiator

Management Negotiating Team

Union Negotiating Team

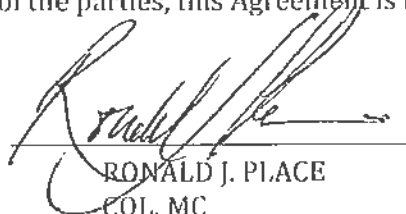
MAJ Yvette McCrea
Debbie Abrahamson
Carolyn Colon
Greg Torrescano

Reginald Peggins
Michael Alamo
Benny Bigbee
Stephen Kandul

EXECUTION:

Under Authority granted by the DA and rules of the parties, this Agreement is hereby executed.

Date 11 JAN 2013



RONALD J. PLACE
COL, MC
Commanding

APPENDIX A

DEFINITIONS & ACRONYMS

Bargaining Unit- That group of professional employees occupying appropriated fund positions at Fort Stewart and Hunter Army Airfield represented by the Union as stated in the original grant of exclusive recognition.

Civil Service Reform Act (CSRA) – means the Civil Service Reform Act of 1978.

Consult – means when management informs the Union of what it proposes to do and solicit the Union's views, consider the Union's views in reaching a final decision.

Days – means calendar days unless otherwise specified.

Disciplinary Action – means any adverse action that may be appealed to the Merit Systems Protection Board.

Employee(s) – means members of the bargaining unit subject to this agreement.

Management Official – means an individual employed by an agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency.

Negotiate – means when one or both parties provide the other with written proposal(s). The other party may make counterproposals. The parties then bargain in an attempt to reach a mutual agreement.

Steward – means an appointed representative of the Union for employees to utilize in their presentation of matters to appropriate officials.

Supervisor – means an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action , if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to nurses, the term "supervisor" includes only those individuals who devote a preponderance of their employment time to exercising such authority.

Union – means Local 1922, American Federation of Government Employees which is affiliated with the American Federation of Labor-Congress of Industrial Organizations.

Union Officials – means the elected officers of the Union in the positions of President; Executive Vice-President; Vice President, Fort Stewart; Vice President, Hunter Army Airfield; Secretary-Treasurer; and Chief Steward.

USAJOBS – The Federal Government’s Official Job Site. It allows applicants to search for employment, information on Federal jobs, Veteran information and forms.

CPAC – Civilian Personnel Advisory Center, Fort Stewart, Georgia

DA – Department of the Army

DoD - Department of Defense

EMP – Emergency Management Plan

FLRA – Federal Labor Relations Authority

FMCS – Federal Mediation and Consolation Service

FLIPL – Financial Liability Investigations of Property Loss

FS/HAAF – Fort Stewart/Hunter Army Airfield

HRD – Human Resources Division

IAW – in accordance with

LWOP – leave without pay

MEDDAC – Army Medical Department Activity, Fort Stewart and Hunter Army Airfield, Georgia

MOU – memorandum of understanding

NGP – Negotiated Grievance Procedure

RIF – reduction-in-force

TAPES – Total Army Personnel Evaluation System

ULP – Unfair Labor Practice

U.S.C. – United States Code

APPENDIX B

MEDDAC OFFICIAL TIME REPORT

PLEASE PROVIDE A COMPLETED COPY OF THIS FORM TO THE MEDDAC HRD ATTACHED TO A COPY OF THE EMPLOYEE'S TIMECARD.

Name of Union official/steward _____

Date duties performed _____

Time Left _____

Assigned Division/Location _____

Time Returned _____

Approved Activity (place an X):

Division/Location Contacted:

EEO Counseling

Investigate Grievance

Prepare Grievance

Representation in Disciplinary Action

Attend formal meeting (mtg. Called)

Representative in Arbitration

Witness in Arbitration

Consultation with management

Periodic Union/Mtg. Meeting

Prepare Union Response to Management

Proposals (new or modified rule/policy)

Other (give brief explanation) _____

Request initiated by (place an X):

Union

Management

Employee

The official time utilized above is accurate and shall be charged to the appropriate representational code: **BA** - Negotiations; **BD** - Labor/Management Relations; or **BK** - Grievance and Appeals.

Employee's Signature _____

Date _____

Supervisor's Signature _____

Date _____

