

SHERMAN S. STARTZ v. DEPARTMENT OF THE ARMY
Docket # SF-1221-23-0258-W-1
Agency File B2
Summary Page

Case Title : SHERMAN S. STARTZ v. DEPARTMENT OF THE ARMY

Docket Number : SF-1221-23-0258-W-1

Pleading Title : Agency File B2

Filer's Name : Gwendolyn L. Smith, Esq.

Filer's Pleading Role : Agency Representative

Details about the supporting documentation

N/A

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SHERMAN S. STARTZ v. DEPARTMENT OF THE ARMY

Docket # SF-1221-23-0258-W-1

Agency File B2

Online Interview

-
1. Would you like to enter the text online or upload a file containing the pleading?

See attached pleading text document

2. Does your pleading assert facts that you know from your personal knowledge?

Yes

3. Do you declare, under penalty of perjury, that the facts stated in this pleading are true and correct?

Yes

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Appendix A (DES Sub-Unit MOA)

MEMORANDUM OF AGREEMENT

BETWEEN

U.S. ARMY GARRISON ALASKA ON BEHALF OF THE DIRECTORATE OF EMERGENCY
SERVICES (DES)

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO; AND AMERICAN
FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1834

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ARTICLE 1 PARTIES AND SCOPE

1.1. **Parties.** This Memorandum of Agreement (MOA) is entered into by and between the U.S. Army Garrison Alaska, ("Agency") and representatives of the American Federation of Government Employees, AFL-CIO and American Federation of Government Employees Local 1834 (collectively referred to as the "Union"). Jointly, the "Agency" and the "Union" will be referred to as the "Parties."

1.2. **Scope.** This MOA is a sub-unit agreement negotiated as part of negotiations for a successor Basic Labor Agreement (BLA) between the Parties and several other commands that are not a party to this MOA. This MOA is not binding on any command that is not a party to this MOA and its provisions only apply to bargaining unit employees in the Directorate of Emergency Services (DES) where such employees are specifically referenced in this MOA.

1.3. **Basic Labor Agreement (BLA).** The Parties mutually agree that this MOA will be incorporated as an attachment to the BLA and subject to the same ratification and Agency Head Review process outlined in the BLA. The Parties further agree that the terms of the BLA apply to all employees covered by this MOA except where specific language in this MOA differs in which case the terms of the MOA shall apply. Disputes over the interpretation or application of this MOA shall be resolved using the negotiated grievance procedure in the BLA.

ARTICLE 2 ALL USAG-AK DES EMPLOYEES

The following provisions shall apply to all USAG-AK employees regardless of installation or department:

2.1. **Shift Swaps.** Equally qualified employees holding the same position may voluntarily agree to swap shifts subject to management approval. All swapped shifts must fall within the same pay period and must be for the entire shift. Once a shift swap is approved, the swap is final and cannot be changed. If an employee fails to show up to work the approved swapped shift, he or she may be considered AWOL and subject to disciplinary action.

2.2. **Uniform Allowance.** Employees who are required to wear a uniform that is not provided directly by the Agency may be provided a uniform allowance in accordance with 5 USC § 1593. The amount of any allowance shall be determined by DoD regulations, which may be modified during the term of this Agreement by DoD as authorized by 5 USC § 1593. The annual allowance shall be paid in one lump sum near the beginning of the fiscal year subject to the appropriation and availability of funds. In years where a uniform allowance is provided, the Agency will supply a list to all employees that includes the items they are required to purchase and maintain with the

allowance. No employee shall be required to purchase the listed items until the allowance is paid.

ARTICLE 3

ALL FORT WAINWRIGHT DES EMPLOYEES OTHER THAN FIREFIGHTERS

The following provisions shall apply to all DES employees located at Fort Wainwright only except firefighters:

3.1. Annual Leave.

- a) Employees will submit annual leave requests between the 1st and 21st of January each year. The leave request(s) should include all scheduled leave from 22 January of the current calendar year through 21 January of the following year.
- b) If two or more employees request the same leave period by 21 January and the number of employees that can take leave during the conflicting period is less than the number of employees that requested leave, the employees will attempt to resolve conflicts. Unresolved conflicts will be resolved by granting leave to the employee with the most seniority based on service computation date (SCD).
- c) If a leave request is made after 21 January, leave requests will be considered on a first-come, first-serve basis.

ARTICLE 4

DISPATCH EMPLOYEES - FORT WAINWRIGHT

The following provisions shall apply only to Fort Wainwright Dispatch employees:

4.1. Work Schedules.

- a) Dispatch employees will rotate between shifts twice per year. The first rotation will take place on the beginning of the first full pay period in January. The second rotation will begin at the beginning of the first full pay period in July.
- b) Dispatchers will work a compressed work schedule comprised of twelve-hour shifts. Each pay period, dispatchers will work one week of three (3) 12-hour days and one week of four (4) 12-hour days. The work schedule may be terminated as outlined in the main BLA.

ARTICLE 5

FIREFIGHTERS - FORT WAINWRIGHT

The following provisions shall apply only to Fort Wainwright firefighters:

5.1. **Parking**. The Agency retains the right to restrict privately owned vehicle (POV) parking to improved surfaces designed for parking. Employees may park trailers of any type at Station 3 with advanced approval and notice to their supervisor. Trailer parking at other fire stations is prohibited. At no time will trailers block head bolt heaters. POVs are strictly prohibited inside fire stations.

5.2. **Annual Leave**.

- a) **Projected Annual Leave**. Employees will submit projected annual leave preferences for the upcoming calendar year in a written format (email is acceptable) to their supervisor no later than 15 October.
 - i. Operations employees may request a total amount of projected annual leave equal to the amount of annual leave that will be carried into the next calendar year ("carryover leave") plus the amount of annual leave they are expected to earn in the next calendar year ("projected annual leave"). However, in no event shall the total amount of projected annual leave requested exceed eighteen (18) days. No more than three (3) operations employees shall be granted projected annual leave on any calendar day. Employees may select up to a maximum of six (6) days of leave as their first preference and may also indicate up to four (4) additional preferences for consideration in the event their first choice of leave dates in unavailable (for a total of 5 possible preferences). Any additional leave preferences will be listed in rank order using Arabic numerals (1, 2, 3, etc.) in increments not to exceed six (6) days.
 - ii. Prevention employees may select up to a maximum of ten (10) days of leave as their first preference and may also indicate up to four (4) additional preferences for consideration in the event their first choice of leave dates in unavailable (for a total of 5 possible preferences). Any additional leave preferences will be listed in rank order using Arabic numerals (1, 2, 3, etc.) in increments not to exceed six (6) days.
 - iii. Employee projected annual leave requests will be considered based on seniority using service computation date for leave (SCD). In the event two or more employees have the same SCD, placement will be based on alphabetical order in odd years and reverse alphabetical order in even years. However, any employee who fails to submit leave preferences by 15 October will be automatically moved to the bottom of the list. If more than one employee fails to timely submit leave preferences, all such employees will be moved to the bottom of the list in reverse seniority order with the least senior employee based on SCD being placed at the bottom of the list.
 - iv. Starting with the most senior employee based on SCD, the Agency will grant the employee's first choice of leave preferences whenever possible. When the employee's first set of leave choices is unavailable, the Agency will grant the

employee's second set of leave choices if possible and continue on down to the last set of preferences indicated if no prior preferred dates are available. If none of the employee's preferred dates are available, the Agency will contact the employee and allow the employee to choose from any remaining dates for which leave is available. Operations employees may choose no more than six (6) available days. Prevention employees may choose up to ten (10) available days. Employees are not obligated to choose any of the available dates if they do not want them.

- v. Employees hired after 15 October will submit leave requests on a first come, first serve basis until the first 15 October immediately after their date of hire at which time they will be allowed to participate in the projected annual leave process outlined in this article.
 - vi. All projected annual leave will be tracked in a format available for viewing by employees and the Union.
- b) Annual Leave and Advanced Annual Leave. All forms of annual leave other than projected annual leave will be handled in accordance with the provisions of the BLA.

5.3. Overtime.

- a) Volunteer Overtime List. At the time an employee is hired and thereafter each year no later than 15 October, employees may indicate whether or not they wish to be placed on a volunteer overtime list for the calendar year that immediately follows. When an employee agrees to work a volunteer overtime shift, his or her name will be moved to the bottom of the volunteer overtime list. Employees will be automatically removed from the list once they cease to be employed in a bargaining unit position. Employees may also be removed from the volunteer overtime list at any time upon request. However, an employee who asks to be removed from the list may not be added again until the next open period ending 15 October at which point they may be added for the calendar year immediately following. Employees will be placed on the list based on seniority using service computation date for leave (SCD). If two employees have the same SCD, placement on the list will be made using alphabetical order. When a new name is added to the list, it will go to the bottom of the list.
- b) Projected Volunteer Overtime. On the 20th day of each calendar month, the Agency will send all employees on the volunteer overtime list all dates for the following calendar month for which there is an expectation that overtime will be available ("projected overtime"). All employees on the volunteer overtime list will provide to the Agency's designated official no later than five calendar days after the receipt of the projected overtime notification (the 25th day of the month) the projected overtime dates that they are willing to work. An employee's failure to respond with dates in a timely manner shall result in the employee not being considered for any projected overtime. Starting with the earliest calendar day in the month for which projected

overtime is available, assignments shall be provided to the volunteer employee closest to the top of the overtime list (provided the volunteer is qualified for the assignment). Once a projected overtime shift is assigned to an employee, the employee shall be moved to the bottom of the projected overtime list. Management will have three (3) calendar days (the 28th day of the month) to notify all employees on the volunteer overtime list of the projected overtime assignments.

- c) **Other Volunteer Overtime.** When overtime is available (other than projected overtime), the Agency will first offer the overtime to qualified employees from the volunteer overtime list starting with the employee at the top of the volunteer overtime list (provided the volunteer is qualified for the assignment). If an employee does not respond to a voluntary overtime request in a reasonable amount of time or cannot be contacted, the Agency may move to the next employee on the list. The only acceptable reasons for failing to report to a voluntary overtime shift are unavailability to report due to military service, hospitalization, or illness. Employees who fail to report for a volunteer overtime shift may be required to submit proof acceptable to the Agency for the failure to report. Failure to report for an accepted overtime shift may also result in disciplinary action.
- d) **Mandatory Overtime List.** All employees will be placed on a mandatory overtime list in reverse seniority order based on SCD. New employees will be added to the top of the list. Employees will be automatically removed from the list once they cease to be employed in a bargaining unit position. An employee who works mandatory overtime will be moved to the bottom of the list after completion of the mandatory overtime shift.
- e) **Mandatory Overtime.** If no qualified employees from the voluntary overtime list accept the overtime, the mandatory overtime list will be used. The only acceptable reasons to decline mandatory overtime are if the employee is unavailable to report to work due to military service, hospitalization, or illness. Any employee who declines mandatory overtime for one of these reasons will be required to submit proof acceptable to the Agency for the declination. Any employee who refuses to report to work mandatory overtime will be considered AWOL and subject to disciplinary action. Failure to respond to contact from the Agency about mandatory overtime must also be explained by the employee to the Agency's satisfaction and may result in disciplinary action.

5.4. Shift Schedules. Firefighters on a bi-weekly schedule consisting of 144 hours shall be regularly scheduled to work six (6) 24-hour shifts each pay period consisting of a 48-hour tour of duty (two shifts) followed by at least two regular days off (RDO) prior to the next regularly scheduled tour of duty. Notwithstanding the foregoing, nothing shall prohibit the assignment of overtime work on RDOs or prohibit employees from working more than 48 consecutive hours due to the voluntary acceptance of a shift swap in accordance with this Agreement.

5.5. Lieutenant Program. Any GS-7 firefighter who meets the minimum qualifications

to perform the duties of a lead firefighter may use the title and insignia of a lieutenant.

5.6. **Storage.** The Agency shall provide each fire department employee on duty a reasonably sized and lockable storage space at their assigned duty location for use during their shift.

ARTICLE 6

POLICE AND PHYSICAL SECURITY EMPLOYEES- FORT GREELY

The following provisions shall apply only to Fort Greely Police and Physical Security employees:

6.1. **Work Schedules.** The Agency may schedule Fort Greely employees classified in series GS-0083 and GS-0085 to work a compressed work schedule of six (6) twelve-hour days and one (1) eight-hour day per pay period. The work schedule may be terminated as outlined in the main BLA.

6.2. **Overtime.** Overtime assignment procedures will continue in accordance with policies existing at the time of contract execution. Overtime policies may be changed during the term of the Agreement subject to negotiations with the Union in accordance with the BLA.

6.3. **Annual Leave.** Annual leave procedures will continue in accordance with policies existing at the time of contract execution. Annual leave procedures may be changed during the term of the Agreement subject to negotiations with the Union in accordance with the BLA.

6.4. **Shift Bidding.** Shift bidding procedures will continue in accordance with policies existing at the time of contract execution. Shift bidding procedures may be changed during the term of the Agreement subject to negotiations with the Union in accordance with the BLA.

ARTICLE 7

FIREFIGHTERS- FORT GREELY

The following provisions shall apply only to Fort Greely firefighters:

7.1. **Overtime.** Overtime assignment procedures will continue in accordance with policies existing at the time of contract execution. Overtime policies may be changed during the term of the Agreement subject to negotiations with the Union in accordance with the BLA.

7.2. **Annual Leave.** Annual leave procedures will continue in accordance with policies existing at the time of contract execution. Annual leave procedures may be

changed during the term of the Agreement subject to negotiations with the Union in accordance with the BLA.

7.3. **Shift Bidding**. Shift bidding procedures will continue in accordance with policies existing at the time of contract execution. Shift bidding procedures may be changed during the term of the Agreement subject to negotiations with the Union in accordance with the BLA.

Appendix B

(Request for Official Time Form)

REQUEST FOR OFFICIAL TIME

Part 1

To be completed by Union Official/Representative.
Request for consecutive days should be made on one form.

1. NAME OF OFFICIAL/REPRESENTATIVE	2. TOTAL AMOUNT OF TIME REQUESTED
3. DESTINATION	4. PHONE AT DESTINATION
4. ESTIMATED DATE/TIME OF DEPARTURE	5. ESTIMATED DATE/TIME OF RETURN

Reason For Request

(Circle All That Apply)

- a. To consult or negotiate with the Employer, including preparation and third party proceedings.
- b. To review and prepare comments and proposals to proposed changes to existing personnel policies, practices, and matters affecting working conditions of Employees.
- c. To represent an Employee or act as the representative during the preparation and presentation of a grievance, including third party proceedings.
- d. To act as the representative during a formal discussion.
- e. To be present at an examination of an Employee by a representative of the Employer in connection with an investigation as provided in 5 USC 7114(a)(2)(B).
- f. Other (specify) _____

SIGNATURE OF OFFICIAL/REPRESENTATIVE	DATE
--------------------------------------	------

Part 2

To be completed by the supervisor upon receipt of this form.
When Part 2 is completed, the form is to be returned to the requester.

If there is reason to believe that the requested use of official time is not appropriate, reasons for denial must be stated below.

This request IS approved as requested.	This request IS NOT approved as requested.
--	--

COMMENTS

SIGNATURE OF SUPERVISOR	DATE
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Part 3

Upon return, the Union Official/Representative will complete the below and return the form to the supervisor.

TOTAL HOURS USED:	After the actual amount of official time used is annotated, the supervisor will forward this form to the Civilian Personnel Advisory Center, Attn: Labor Relations at 384-1370.
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Appendix C: (Official Time Record)

Certificate Of Service

e-Appeal has handled service of the assembled pleading to MSPB and all of the Parties.

Following is the list of the Parties in the case:

Name & Address	Documents	Method of Service
MSPB: Western Regional Office	Agency File B2	e-Appeal / e-Mail
Sherman S. Startz Appellant	Agency File B2	e-Appeal / e-Mail
Pacific Region Agency Representative	Agency File B2	e-Appeal / e-Mail