

United States of America

BEFORE THE FEDERAL SERVICE IMPASSES PANEL

In the Matter of

DEPARTMENT OF VETERANS AFFAIRS
SOUTH TEXAS VETERANS HEALTH
CARE SYSTEM
SAN ANTONIO, TEXAS

and

LOCAL 3511, AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES, AFL-CIO

Case No. 08 FSIP 81

DECISION AND ORDER

Local 3511, American Federation of Government Employees, AFL-CIO (Union) filed a request for assistance with the Federal Service Impasses Panel (Panel) to consider a negotiation impasse under the Federal Service Labor-Management Relations Statute (Statute), 5 U.S.C. § 7119, between it and the Department of Veterans Affairs, South Texas Veterans Health Care System, San Antonio, Texas (Employer or STVHCS).

Following an investigation of the request for assistance, the Panel determined that the dispute, concerning the parties' negotiations over employees' dress attire, should be resolved through an informal conference with Panel Member Grace Flores-Hughes. The parties were informed that if a complete settlement were not reached during the meeting, Member Flores-Hughes would notify the Panel of the status of the dispute, including the parties' final offers and her recommendations for resolving the impasse. After considering this information, the Panel would take whatever action it deems appropriate, which could include the issuance of a binding decision.

Pursuant to the Panel's procedural determination, the parties' representatives met with Member Flores-Hughes on September 10, 2008, at the Audie L. Murphy Veterans Affairs (VA) Hospital in San Antonio, Texas. Attempts to reach a complete

voluntary settlement were unsuccessful.^{1/} The Panel has now considered the entire record, including the parties' post-conference supporting statements of position.

BACKGROUND

The Audie L. Murphy VA Hospital is the primary facility responsible for providing quality health care to veterans and their dependents within the STVHCS, which also includes 12 clinics and sub-clinics in such Texas towns as Corpus Christi, Victoria, Laredo, and Hollings. The Union represents approximately 1,300 nonprofessional employees, about 1,000 at the Audie L. Murphy VA Hospital, who work in a variety of positions, e.g., technician, physical therapist, medical assistant, housekeeper, secretary, and in food service. They are either in the General Schedule (GS) or Wage Grade (WG) systems, or occupy "hybrid" positions whose conditions of employment are governed by aspects of both Titles 5 and 38. The parties' Master Labor Agreement (MLA) was due to expire in 2000, but has been automatically extended until a new agreement is reached. The parties also are governed by the terms of a Local Supplement (LS) to the MLA that was negotiated in 1986 and runs concurrently with the MLA.

Discussions involving dress attire for employees in the STVHCS began in March 2007 when a former Associate Director introduced the topic as an agenda item at a Partnership Council (PC) meeting. The PC includes representatives of management and the three AFGE Locals representing employees in the STVHCS.^{2/} A series of PC meetings lasting until September 2007 resulted in the drafting of a Memorandum by the Employer titled "Employee Dress Attire," which was circulated to all of the labor organizations. Locals 4012 and 2281 eventually concurred with the proposed Memorandum, but the Union did not. On November 15, 2007, the Employer received a formal Demand to Bargain notice from the Union.

1/ During the informal conference, the parties agreed to the wording in paragraph 3.B.2. of the Employer's proposed Memorandum. After reviewing their final offers, it appears that they also now agree on the wording in paragraph 3.B.9. The wording will be included in the Panel's Order, but the issues involved will not be discussed further herein.

2/ AFGE Locals 4032 and 2281 represent separate bargaining units of professional employees within the STVHCS.

ISSUES

In addition to the jurisdictional issue raised by the Union discussed more fully below, the parties disagree over: (1) whether their agreement should be referred to as a "policy" or a "guideline" (paragraph 2); (2) the circumstances under which employees should be permitted to wear shorts (paragraph 3.B.1.); (3) whether the agreement should include wording prohibiting the use, wearing, or display of a variety of electronic devices (paragraph 3.B.5.); (4) the circumstances under which employees should be permitted to wear jogging suits and/or athletic apparel (paragraph 3.B.12.); (5) whether the agreement should include wording that refers to Article 13, Section 5 of the MLA (paragraph 5.C.); and (6) whether the agreement should include a duration clause and the circumstances under which either party should be permitted to reopen the agreement (paragraph 9).

POSITIONS OF THE PARTIES

1. The Union's Position

The Union proposes that: (1) The parties' agreement be referred to as a "guideline" (paragraph 2); (2) Employees be permitted to wear shorts in non-direct patient care areas (paragraph 3.B.1.); (3) The Employer be ordered to withdraw its proposal concerning the wearing or displaying of electronic devices while in the performance of duty (paragraph 3.B.5.); (4) The wearing of jogging suits not be prohibited (paragraph 3.B.12.); (5) There be a reference to Article 13, Section 5 of the MLA in paragraph 5.C. of the agreement; and (6) "This Agreement will expire three (3) years from implementation. Either party may reopen this agreement for negotiations in accordance with the Statu[t]e at any time a concern arises during the term of the agreement" (paragraph 9).

As a preliminary matter, the Union cites Article 44, Section 4 of the MLA which states, in pertinent part, that:

Proposed changes in personnel policies, practices, or working conditions affecting the interests of two or more local Unions within a facility shall require notice to a party designated by the NVAC [National Veterans Affairs Council] president with a copy to the affected local Unions.

It contends that the "obvious purpose and intent of the parties who negotiated the [MLA] was to avoid different agreements

impacting employees working side by side in a different manner." This is precisely what will occur at the STVHCS if the Panel issues a decision in this case, *i.e.*, there would be "three different agreements on dress attire for three bargaining units covering employees working side by side within a facility and represented by three different AFGE Locals." For this reason, rather than issuing a decision on the merits of the issues in this case, the Panel should "order the Employer to comply with Article 44, Section 4 of the [MLA] and that there be no dress code until an agreement is reached pursuant to the provisions of the [MLA] as cited above and the Federal [Service] Labor-Management Relations Statute."

Overall, the Union questions the need for a dress code covering the entire STVHCS when it estimates that only 1 percent of the employees dress inappropriately, and the Employer has alternative means of addressing the problem. On the merits of the individual issues, the Union prefers "guideline" rather than "policy" in paragraph 2 because it is not negotiating a VA "policy" per say, but a collective-bargaining agreement (CBA) that would apply only to the bargaining unit it represents. Use of the word "policy" also would create a situation where the parties' agreement supersedes Article 5, Section 5 of their LS which, among other things, requires employees to comply with "VA policy" prior to placing personal radios or other electronic devices into service. Permitting employees to wear shorts in non-direct patient care areas is consistent with the goal of presenting a professional image to veterans, their families, co-workers, and the public because they would not be seen by veterans (paragraph 3.B.1.).

While the Union does not oppose the Employer's wording in paragraph 3.B.5. prohibiting the wearing and displaying of electronic devices, it is inappropriate to place it in an agreement that deals with "attire" (*i.e.*, clothing). Instead, it should be included with STVHCS Policy Memorandum 138-05-20, "Cellular Phone and Two-Way Radio Use." Moreover, Article 5, Section 5 of the parties' LS already addresses the issue, so adoption of the Employer's wording would "negate" the LS. Employees have been wearing jogging suits for many years and for many employees it is their "normal clothing wear." Discontinuing the practice would impose a financial burden on such employees because they would be required to buy other clothes (paragraph 3.B.12). The parties agree on the first three sentences of paragraph 5.C.; the Union is simply proposing to add a last sentence that refers to Article 13, Section 5 of

the MLA.^{3/} Finally, its proposal in paragraph 9 would require the agreement to expire 3 years from its implementation and permit either party to reopen it, in accordance with the Statute, anytime a concern arises. Although the Employer also recognizes the possible need to "review" the agreement before its expiration, adopting its proposal "would deny the Union the right to proceed before the FMCS, FSIP, etc."

2. The Employer's Position

The Employer's proposed Memorandum would be issued by the STVHCS' Acting Director, apply to all of the employees in the STVHCS, and be titled "Employee Dress Attire." In addition, the Employer proposes that: (1) The Memorandum be referred to as a "policy" (paragraph 2); (2) "Female employees are allowed to wear shorts, with the stipulation that the length of the garment must be below the knee. Employees (male/female) are allowed to wear shorts as long as that article is a part of the employee's official uniform" (paragraph 3.B.1.); (3) "Walk-man, cell phones (see STVHCS Policy Memorandum 138-05-20), MP-3 players, I-Pods, electric devices, radios/cassettes, Bluetooth, and compact discs shall not be worn or displayed while in the performance of duty" (paragraph 3.B.5.); (4) "Jogging suits and athletic apparel are prohibited, except when authorized for a special event/function" (paragraph 3.B.12.); (5) There be no reference to Article 13, Section 5 of the MLA in paragraph 5.C. of the Memorandum; and (6) The Memorandum remain current for 3 years from the date of publication, in accordance with Policy Memorandum 136-06-01, but could be reviewed anytime during the 3-year period if there is a change in policy, regulation, statute, environment, etc.; moreover, either party would have the right to request that the policy be reviewed at anytime during the 3-year period (paragraph 9).^{4/}

In response to the Union's contention that the Panel should order the parties to comply with Article 44, Section 4 of the MLA, the Employer contends that it has consistently tried to avoid the situation the Union describes by attempting to reach consensus on a dress policy with all three of its AFGE Locals

3/ Article 13, Section 5 of the MLA defines "progressive discipline" as "designed primarily to correct and improve employee behavior, rather than punish."

4/ See Attachment A for the complete text of the Employer's proposed Memorandum.

through partnership. It was the Union, however, that demanded to bargain an agreement that would apply only to the members of its bargaining unit. The Employer takes the position that "the dress policy was conceived as a Partnership issue, and therefore the rules for Mid-Term Bargaining did not apply." Given that the parties' efforts to achieve a dress policy have taken over a year, the Union's attempt to "direct management to go back to the *starting line* is inexcusable." As it has consistently stated, once the Panel issues its decision in this case, the Employer will ask the other two AFGE Locals "to accept the newly-crafted dress policy."

As to the merits of the issues that remain to be resolved, the use of the word "policy" instead of "guideline" in paragraph 2 would send the proper message that failure to follow the terms of the Memorandum may have consequences (paragraph 2). It is also the "standard word(ing) used on documents that outline procedures/rules/standards for the Agency." The Employer believes that its wording on the wearing of shorts would ensure that employees present a professional image to veterans, their families, co-workers, and the public (paragraph 3.B.1.). Similarly, prohibiting the wearing and displaying of electronic devices would also present a more professional image and prevent employees from being distracted in performing their assigned duties. Moreover, it should be included in the Memorandum so employees do not have to hunt for guidance elsewhere, as the Union proposes (paragraph 3.B.5.). The Union's proposal on jogging suits and athletic apparel (paragraph 3.B.12.) "is not negotiable"^{5/} and, "regardless of the garment's value, athletic apparel is to be worn only for authorized athletic events/functions." Finally, its position on paragraph 9 that the Memorandum should expire in 3 years but may be reviewed prior to that time if there is "a change in policy, regulation, statute, environment, and etc.," is consistent with Policy Memorandum 136-06-01, which prescribes the policy and format for publishing STVHCS policy memoranda. Nevertheless, either party

5/ This allegation was first raised during the informal conference when the Union stated that it had inadvertently neglected to identify the issue of jogging suits and athletic apparel as a matter at impasse in its request for Panel assistance. The Employer's claim appears to be based on its notes of what had been agreed upon during FMCS mediation and the fact that the Union did not include the issue in its request for Panel assistance or mention it to the Panel's Staff during the initial investigation of its request.

would have the right to request that the policy be reviewed at anytime during the 3-year period.

CONCLUSIONS

It is well established that a party may raise a jurisdictional argument at any point in the Panel's proceedings. Thus, we turn first to the preliminary issue raised by the Union.^{6/} Essentially, it contends that the Employer's attempt to negotiate a dress code policy in the current circumstances is inconsistent with Article 44, Section 4 of the parties' MLA. Therefore, it suggests that the Panel not issue a decision on the merits of the dispute but, instead, order the Employer to comply with the MLA. In this regard, whatever the parties at the National level may have intended by that provision, it is not the Panel's role to enforce contracts. Contract enforcement is an obligation that parties jointly share. After a review of the bargaining history in this case, it is clear from the record that when partnership efforts failed the Union issued a formal Demand to Bargain with the Employer over dress policy. In doing so, it clearly and unmistakably waived its contractual rights under Article 44, Section 4 of the MLA. Accordingly, we conclude that the Union's argument provides no basis for declining to retain jurisdiction over the parties' impasse.

Having carefully considered the evidence and arguments presented by the parties on the merits of the issues before us, we shall order the adoption of a modified version of the Employer's final offer to resolve the impasse.^{7/} Consistent with its desire to issue a dress policy that would cover the entire STVHCS, the Employer has proposed a Memorandum that applies to "all employees" and would be issued by the Acting Director. Its final offer must be changed to reflect the fact that the

6/ There is some indication in the record that the Union previously may have raised this argument with the Employer. A chronology of events submitted by the Employer during the initial investigation indicates that on October 29, 2007, the Union "asserted that [the] Agency was in violation of [the] Master Agreement and [the] Partnership Agreement between STVHCS and Local 3511." The argument was not raised by the Union, however, during the initial investigation of its request for Panel assistance.

7/ See Attachment B for the complete text of what the Panel is imposing to resolve the impasse.

document is not an official VA policy but rather a Memorandum of Agreement (MOA) between the parties that applies only to the employees represented by the Union. With that proviso, we agree with the Employer that referring to the MOA as a "policy" in paragraph 2, rather than a "guideline," would make the consequences of failing to adhere to its terms clear to employees. On the issues of the wearing of shorts (paragraph 3.B.1.) and jogging suits and other athletic apparel (paragraph 3.B.12.),^{8/} we are persuaded that the Employer's proposals would ensure that employees present a professional image to veterans, their families, co-workers, and the public.

In agreement with the Union, the Employer's proposed wording regarding the wearing and displaying of electronic devices (paragraph 3.B.5.) appears to be inconsistent with Article 5, Section 5 of the parties' LS. Unless the Union is willing to reopen the LS to address the matter, the Employer may only do so when it has the opportunity to renegotiate the entire LS. Instead, we shall order the adoption of wording that identifies where employees can receive additional guidance regarding the use of these devices. The only difference between the parties in paragraph 5.C. concerns the Union's proposal to add a sentence referring to Article 13, Section 5 of the parties' MLA. Since they agree that non-compliance with the policy may result in progressive discipline, we find additional reference to the MLA unnecessary. Finally, we shall impose a 3-year term for the MOA that permits review earlier in accordance with the requirements of law and allows either party the right to request review at anytime during the 3-year period (paragraph 9). Given the length of time the parties already have spent in establishing an employee dress policy, it would not be in the public's interest to permit either party to reopen the MOA for negotiations "at anytime a concern arises," as the Union proposes.

8/ In this regard, we reject the Employer's contention that the issue of jogging suits is not properly before the Panel. The Panel's procedural determination letter stated that Member Flores-Hughes would conduct an informal conference with the parties "for the purpose of assisting them in resolving **any outstanding issues.**" In our view, the Employer's notes from the parties' mediation session are insufficient to demonstrate that the parties have already reached agreement on the matter.

ORDER

Pursuant to the authority vested in it by the Federal Service Labor-Management Relations Statute, 5 U.S.C. § 7119, and because of the failure of the parties to resolve their dispute during the course of proceedings instituted under the Panel's regulations, 5 C.F.R. § 2471.6(a)(2), the Federal Service Impasses Panel under § 2471.11(a) of its regulations hereby orders the following:

The parties shall adopt Attachment B.

By direction of the Panel.

H. Joseph Schimansky
Executive Director

October 23, 2008
Washington, D.C.

DEPARTMENT OF VETERANS AFFAIRS
South Texas Veterans Health Care System
San Antonio, Texas 78229-4404

Memorandum

EMPLOYEE DRESS ATTIRE

1. PURPOSE: To establish a policy for the medical center standards of appearance and attire for all employees in order to present a professional image to veterans and their families, co-workers, and the public at the South Texas Veterans Health Care System (STVHCS).

2. POLICY: Employees who are not required to wear uniforms are expected to be dressed in a manner suitable for a medical center environment. All employees will present a clean and neat appearance in grooming and attire. Employees who are subject to either uniform allowance or issue will comply with applicable policies. All employees will adhere to safety and infection control standards as they apply.

3. REQUIREMENTS:

A. All employees will present a neat and clean appearance.

B. All clothing is to be neat, clean, and appropriate to the position, which the employee holds, and will comply with common standards of modesty in a health care/business setting. Articles of clothing that are inappropriate while on duty include, but are not limited to:

1. Revealing, see-through or tight fitting clothing is prohibited. This includes wearing of halter-tops, strapless tops, spaghetti-strap dresses/tops, low scooping/revealing neckline blouses, shirts open to the waistline, [or] bare midriff is prohibited. Female employees are allowed to wear shorts, with the stipulation that the length of the garment must be below the knee. Employees (male/female) are allowed to wear shorts as long as that article is a part of the employee's official uniform.

2. Muscle shirts, undershirts, unless as a part of an accepted uniform may only be worn as an undergarment.

3. Pants or slacks will not be worn below the waistline and will not be worn as extremely baggy or tight.

4. Hats, caps and bandanas/sweatbands, will not be worn inside any building or working area unless as part of a work uniform (See OSHA Policy 196.100 for additional information regarding hard hats). Special consideration may be given

to those persons that obtain authorization to wear headgear for religious or medical reasons.

5. Walk-man, cell phones (see STVHCS Policy Memorandum 138-05-20), MP-3 players, I-Pods, electric devices, radios/cassettes, Bluetooth, and compact discs shall not be worn or displayed while in the performance of duty.

6. Cut-offs or shorts

7. Torn clothing.

8. Excessively short and/or tight fitting and/or see through clothing when it is inappropriately revealing or sexually provocative.

9. Hanging jewelry, medallions, hair ornaments, buttons or chains are not appropriate in work area[s] where such items may constitute a safety hazard or interfere with work production (i.e., mechanical, direct patient care, food service, housekeeping)..

10. Apparel displaying offensive saying, pictures, logos, or profanity is inappropriate and not permitted.

11. Exceptions to the rule: There are exceptions and accommodations will be made for employees having the need to wear clothing that under normal circumstances would be considered as inappropriate. Such as: Allowing employees to wear shorts as part of the duty uniform or accommodating an employee who is recovering from an injury/illness.

12. Jogging suits and athletic apparel are prohibited, except when authorized for a special event/function.

13. Footwear: Wearing of shoes will be conducive to a quiet and safe hospital environment. Shoes that have cleats or are otherwise excessively noisy (metal taps) are considered inappropriate. Shoes should be kept clean and presentable. All footwear will be appropriate to the employee's position. For safety reasons, thongs/flip-flops are not permitted in the workplace. The Industrial Hygienist and Safety Officer are available to make determinations of safety concerns in specific settings.

C. Only Physicians, Nurse Practitioners, Physician Assistants, Pharmacy staff, Nursing staff, Lab Technicians and other health care staff as directed, are authorized to wear white lab coats during duty hours.

D. Scrubs are to be worn by authorized personnel only. See STVHCS Policy Memorandum 137-07-13 for additional information concerning scrubs attire.

4. RESPONSIBILITY:

A. Service Chiefs are responsible for ensuring that employees and affiliating students under their supervision are familiar with and adhere to standards established in this policy and any service specific policy. New employees will be furnished a copy of this policy during their service orientation. Additionally, they are responsible for any corrective actions deemed necessary for employees who ignore standards of appropriate attire.

B. All employees are responsible for adhering to the dress policy standards. Employees who have medical requirements that may result in a deviation from this policy will be required to provide medical certification to their service chief for approval.

C. The Chief, Voluntary Service, is responsible for ensuring volunteers adhere to the volunteer uniform policy.

D. The Director is responsible for the overall program. It is the Director's prerogative to designate periods where the dress code may be relaxed, such as for special events such as holidays, specially dedicated weeks, special commemorative days, or during periods of inclement weather.

5. PROCEDURES:

A. Employees who are not required to wear uniforms are expected to wear clothes suitable for the work environment and present themselves in a manner that brings credit to STVHCS. All employees are expected to present a clean and neat appearance.

B. Individual services may have policies more specific than the general guidelines outlined below and may include the wearing of a specific uniform(s) provided such guidelines have been negotiated with the appropriate Labor Union(s).

C. Employees are required to report for duty on time and appropriately dressed for the environment we work in. Employees who do not comply with these guidelines (without appropriate justification) will be considered 'not ready for duty.' Non-compliance with this policy may result in progressive discipline (*i.e.*, verbal counseling, written counseling, admonishment, and etc.).

6. REFERENCES: None

7. FOLLOW-UP RESPONSIBILITY: Chief, Human Resources Management Service (05).

8. RESESSION: None

9. EXPIRATION DATE:

ANDREW M. WELCH, FACHE
Acting Director

ATTACHMENT B

MEMORANDUM OF AGREEMENT

Between

THE DEPARTMENT OF VETERANS AFFAIRS, SOUTH TEXAS VETERANS HEALTH CARE SYSTEM

AND

LOCAL 3511, AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO

EMPLOYEE DRESS ATTIRE

1. PURPOSE: To establish a policy for standards of appearance and attire for bargaining-unit employees represented by AFGE Local 3511 in order to present a professional image to veterans and their families, co-workers, and the public at the South Texas Veterans Health Care System (STVHCS).

2. POLICY: Employees who are not required to wear uniforms are expected to be dressed in a manner suitable for a medical center environment. All employees will present a clean and neat appearance in grooming and attire. Employees who are subject to either uniform allowance or issue will comply with applicable policies. All employees will adhere to safety and infection control standards as they apply.

3. REQUIREMENTS:

A. All employees will present a neat and clean appearance.

B. All clothing is to be neat, clean, and appropriate to the position, which the employee holds, and will comply with common standards of modesty in a health care/business setting. Articles of clothing that are inappropriate while on duty include, but are not limited to:

1. Revealing, see-through or tight fitting clothing is prohibited. This includes wearing of halter-tops, strapless tops, spaghetti-strap dresses/tops, low scooping/revealing neckline blouses, shirts open to the waistline, and bare midriff. Female employees are allowed to wear shorts, with the stipulation that the length of the garment must be below the knee. Employees (male/female) are allowed to wear shorts as long as that article is a part of the employee's official uniform.

2. Muscle shirts, undershirts, unless as a part of an accepted uniform may only be worn as an undergarment.

3. Pants or slacks will not be worn below the waistline and will not be worn as extremely baggy or tight.

4. Hats, caps and bandanas/sweatbands, will not be worn inside any building or working area unless as part of a work uniform (See OSHA Policy 196.100 for additional information regarding hard hats). Special consideration may be given to those persons that obtain authorization to wear headgear for religious or medical reasons.

5. See Article 5, Section 5 of the parties' Local Supplement to the Master Agreement and STVHCS Policy Memorandum 138-05-20 regarding the use of radios and other electronic devices.

6. Torn clothing.

7. Excessively short and/or tight fitting and/or see through clothing when it is inappropriately revealing or sexually provocative.

8. Hanging jewelry, medallions, hair ornaments, buttons or chains are not appropriate in work area[s] where such items may constitute a safety hazard or interfere with work production (i.e., mechanical, direct patient care, food service, housekeeping).

9. Apparel displaying offensive saying, pictures, logos, or profanity is inappropriate and not permitted.

10. Exceptions to the rule: There are exceptions and accommodations will be made for employees having the need to wear clothing that under normal circumstances would be considered as inappropriate. Such as: Allowing employees to wear shorts as part of the duty uniform or accommodating an employee who is recovering from an injury/illness.

11. Jogging suits and athletic apparel are prohibited, except when authorized for a special event/function.

12. Footwear: Wearing of shoes will be conducive to a quiet and safe hospital environment. Shoes that have cleats or are otherwise excessively noisy (metal taps) are considered inappropriate. Shoes should be kept clean and presentable. All footwear will be appropriate to the employee's position. For safety reasons, thongs/flip-flops are not permitted in the workplace. The Industrial Hygienist and Safety Officer are

available to make determinations of safety concerns in specific settings.

C. Only Physicians, Nurse Practitioners, Physician Assistants, Pharmacy staff, Nursing staff, Lab Technicians and other health care staff as directed, are authorized to wear white lab coats during duty hours.

D. Scrubs are to be worn by authorized personnel only. See STVHCS Policy Memorandum 137-07-13 for additional information concerning scrubs attire.

4. RESPONSIBILITY:

A. Service Chiefs are responsible for ensuring that employees and affiliating students under their supervision are familiar with and adhere to standards established in this policy and any service specific policy. New employees will be furnished a copy of this policy during their service orientation. Additionally, they are responsible for any corrective actions deemed necessary for employees who ignore standards of appropriate attire.

B. All employees are responsible for adhering to the dress policy standards. Employees who have medical requirements that may result in a deviation from this policy will be required to provide medical certification to their service chief for approval.

C. The Chief, Voluntary Service, is responsible for ensuring volunteers adhere to the volunteer uniform policy.

D. The Director is responsible for the overall program. It is the Director's prerogative to designate periods where the dress code may be relaxed, such as for special events such as holidays, specially dedicated weeks, special commemorative days, or during periods of inclement weather.

5. PROCEDURES:

A. Employees who are not required to wear uniforms are expected to wear clothes suitable for the work environment and present themselves in a manner that brings credit to STVHCS. All employees are expected to present a clean and neat appearance.

B. Individual services may have policies more specific than the general guidelines outlined below and may include the

wearing of a specific uniform(s) provided such guidelines have been negotiated with the appropriate Labor Union(s).

C. Employees are required to report for duty on time and appropriately dressed for the environment we work in. Employees who do not comply with these guidelines (without appropriate justification) will be considered 'not ready for duty.' Non-compliance with this policy may result in progressive discipline (i.e., verbal counseling, written counseling, admonishment, and etc.).

6. REFERENCES: None

7. FOLLOW-UP RESPONSIBILITY: Chief, Human Resources Management Service (05).

8. RESESSION: None

9. EXPIRATION DATE: This MOA will expire 3 years from implementation but may be reviewed at anytime during the 3-year period consistent with the requirements of law. Either party has the right to request that the MOA be reviewed at anytime during the 3-year period.

for the STVHCS

for AFGE Local 3511

Date