

D

Army Regulation 40-1

MEDICAL SERVICES

**COMPOSITION,  
MISSION, AND  
FUNCTIONS OF  
THE ARMY  
MEDICAL  
DEPARTMENT**

Headquarters  
Department of the Army  
Washington, DC  
1 July 1983

**Unclassified**

*TAB D*

# ***SUMMARY of CHANGE***

AR 40-1

COMPOSITION, MISSION, AND FUNCTIONS OF THE ARMY MEDICAL DEPARTMENT

MEDICAL SERVICES

COMPOSITION, MISSION, AND FUNCTIONS OF THE ARMY MEDICAL DEPARTMENT

By Order of the Secretary of the Army:

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General, United States Army  
Chief of Staff

Official:

ROBERT M. JOYCE  
Major General, United States Army  
The Adjutant General

**History.** This revision provides for the designation of The Assistant Surgeon General for Veterinary Services as Executive Agent for all DOD Veterinary Services; sets the policy pertaining to contract surgeons, to include justification for employment, duties, qualifications, full-time or part-time status, compensation and leave, contract negotiations, and contracts; sets the policy pertaining to off-duty employment of Army Medical Department (AMEDD) officers;

makes changes in processing procedures for applications for employment as social workers and psychologists; updates the composition of, and duties of, officers in all AMEDD Corps; makes changes in AMEDD warrant officer descriptions, to reflect Food Inspection Technicians (military occupational specialty 051A); and adds an appendix of required reference publications.

**Summary.** Not applicable.

**Applicability.** This regulation applies to—  
a. The Active Army and Army National Guard (ARNG).

b. The US Army Reserve (USAR) when called to active duty.

**Proponent and exception authority.** Not applicable

**Impact on New Manning System.** This regulation does not contain information that affects the New Manning System.

**Army management control process.** Not applicable.

**Supplementation.** Supplementation of the

is regulation is prohibited unless prior approval is obtained from HQDA (DASG-HCD), WASH DC 20310.

**Interim changes.** Interim changes to this regulation are not official unless they are authenticated by The Adjutant General. Users will destroy interim changes on their expiration dates unless sooner superseded or rescinded.

**Suggested improvements.** The proponent agency of this regulation is the Office of The Surgeon General. Users are invited to send comments and suggested improvements on DA Form 2028 (Recommended Changes to Publications and Blank Forms) directly to HQDA (DASG-HCD), WASH DC 20310.

**Distribution.** Active Army, ARNG, USAR: To be distributed in accordance with DA Form 12-9A requirements for AR Medical Services-A. (Applicable to All Army Elements)

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\*This regulation supersedes AR 40-1, 5 May 1976.

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## Glossary

## Chapter 1 INTRODUCTION

### 1-1. Purpose

This regulation—

a. Prescribes the composition, mission, and functions of the Army Medical Department (AMEDD).

b. Provides general information regarding the AMEDD, each AMEDD Corp, and civilian personnel employed by the department.

### 1-2. Applicability.

This regulation applies to—

a. The Active Army and Army National Guard (ARNG).

b. The US Army Reserve (USAR) when called to active duty.

### 1-3. References.

Required publications are listed in appendix A.

### 1-4. Explanation of abbreviations.

Abbreviations used in this regulation are explained in the glossary.

### 1-5. Concept.

a. The AMEDD encompasses those Army special branches that are under the supervision and management of The Surgeon General. Specifically, these special branches are the Medical Corps (MC), Dental Corps (DC), Veterinary Corps (VC), Medical Service Corps (MSC), Army Nurse Corps (ANC), and Army Medical Specialist Corps (AMSC).

b. The mission of the AMEDD is to—

(1) Maintain the health of members of the Army.

(2) Conserve the Army's fighting strength.

(3) Prepare for health support to members of the Army in time of war, international conflict, or natural disaster.

(4) Provide health care for eligible personnel in peacetime, concurrently with (3) above.

c. Accomplishment of this mission requires the following:

(1) Development and execution of coordinated plans and programs to provide the best possible health service in war and peace to eligible personnel, within available resources.

(2) Establishment of health standards.

(3) Selection of medically fit personnel; disposition of the medically unfit.

(4) Application of effective means of preventative and curative health services.

(5) Execution of the approved medical research, development, test, and evaluation (RDTE) program.

(6) Application of effective means of health education and management.

d. The AMEDD will provide health services for members of the Army and other agencies and organizations under AR 10-5. Each AMEDD component contributes to accomplishing the mission and functions of the AMEDD in its particular sphere of responsibility.

### 1-6. Responsibilities.

Responsibilities within the AMEDD are outlined below.

a. *The Surgeon General (TSG).* TSG is a general officer of the MC who has—

(1) Overall responsibilities for development, policy direction, organization, and management of an integrated Army-wide health services system.

(2) Direct access to the Secretary of the Army and the Chief of Staff, US Army (CSA) on all health and medical matters; these matters include the utilization of AMEDD professional personnel. (See AR 10-5.)

b. *Deputy Surgeon General.* The Deputy Surgeon General is a general officer of the MC who will—

(1) Perform duties prescribed by TSG.

(2) Serve as acting TSG in TSG's absence.

c. *Assistant Surgeon General for Dental Services.* The Assistant Surgeon General for Dental Services, a general officer of the DC, will make recommendations to TSG and through TSG to CSA on all

matters concerning dentistry and the dental health of members of the Army. All dental functions of the Army are under the direction of the Assistant Surgeon General for Dental Services.

d. *Assistant Surgeon General for Veterinary Services.* The Assistant Surgeon General for veterinary services, a general officer of the VC, will—

(1) Serve as the Executive Agent for all veterinary services within the Department of Defense (DOD).

(2) Advise, represent, and act for, as directed, TSG on all aspects of DOD veterinary functions.

e. *Officers commissioned in the MC, DC, VC, MSC, ANC, and AMSC.* Officers commissioned in these special branches of the AMEDD will carry out the duties outlined in chapter 2.

f. *Warrant officers of the AMEDD.* Warrant officers assigned to AMEDD specialties will carry out the duties outlined in chapter 3.

g. *Enlisted personnel assigned to the AMEDD.* Enlisted personnel assigned to AMEDD specialties will perform medically related technical and administrative functions prescribed in AR 611-201.

h. *Civilian personnel.* Civilian personnel assigned to the AMEDD will perform the duties shown in chapter 4. These civilian personnel include the following: Physicians, dentists, veterinarians, nurses, specialists in science allied to the practice of medicine, medical support and service personnel, contract surgeons, and professional consultants.

i. *Fee-basis physicians.* Fee-base physicians will perform duties set forth in AR 601-270.

### 1-7. Policy.

a. An AMEDD member may not be assigned to perform professional duties unless qualified to perform those duties. Assignments that involve professional expertise as recognized in the civilian sector must be filled by members of the AMEDD with equal, or similar, qualifications; however, emergency situations could cause exceptions. Qualifications may be met by education, training, or experience in a particular profession.

b. AMEDD members (including contract surgeons and other civilian employees) while on duty will not recommend to anyone authorized to receive health service in a Uniformed Services medical treatment facility (MTF) or at Army expense that this person receive health services from the member when off duty; this prohibition will include civilians associated in practice with the member. An exception would be that such health service would be provided without cost to the patient, the Government, or any other person or firm.

(1) Active members of the Army will not accept payment or other compensation for providing health services at any time or place to anyone authorized to receive health services in a Uniformed Services MTF, under AR 40-121 and AR 40-3 or at Army expense. Payment or other compensation will exclude military pay and allowances, and whether received directly or indirectly. Health services will include examination or consultation.

(2) AMEDD personnel who are active duty members or civilian employees are prohibited by Federal law from receiving additional US Government compensation of any nature, whether received directly or indirectly, for health services rendered to any person. Active duty members or civilian employees are defined in section 2105, title 5 United States Code; the Federal law cited above is section 5536, title 5, United States Code. Compensation of any nature also cited above will be other than ordinary pay and allowances.

c. The furnishing of testimony or production of records in civil courts by members of the AMEDD will be governed by AR 27-40 and guidance published in related technical bulletins.

(1) Testimony before civilian tribunals can involve State, Federal, or foreign courts, and many different situations. A member of the AMEDD in a nonduty status can appear in court on personal business not connected with the member's profession or official duties; usually, no official clearance will be required for this situation and appearance normally will be in civilian clothing. In cases where litigation is of interest to the United States, appearances and other

matters related to the litigation will be reported to The Judge Advocate General of the Army. A member of the AMEDD receiving an informal request or formal subpoena to give evidence or produce documents immediately will consult with the judge advocate or legal adviser of the member's command or agency.

(2) A member of the AMEDD whose official duties lead to appearance in court as a witness, or to furnishing testimony by deposition in litigation to which the Government is not a party, will not accept payment or compensation other than pay and allowance. Travel and subsistence expenses may be collected if the testimony is limited to matters observed in the performance of official duties. If the member's appearance in court is unrelated to his/her performance of official duties, and if he/she testifies as an expert on behalf of a State or the District of Columbia, or for a private individual, corporation, or agency (for example, other than the US Government) on matters outside the scope of his duties, he/she may accept pay as an expert witness. Further guidance may be obtained from the local Judge Advocate. However, all appearances by military personnel and civilian employees as expert witnesses require prior approval of TJAG under AR 27-40.

(3) No member of the AMEDD is authorized to give testimony against the Government except in the performance of official duty or under AR 27-40.

(4) If a member needs to take time off during normal duty hours because of something connected with his/her off-duty employment, duty or leave status is covered by AR 27-40.

d. No active duty member or civilian employee of the AMEDD, including contract surgeons, will accept appointments as, or act in the capacity of, a State or local official if contrary to Federal law or if included within the restrictions of AR 600-20. Before accepting appointment as, or acting in the capacity of, a State or local official, the advice of the local Judge Advocate will be sought. (See AR 600-50 for restrictions on other outside employment.)

#### 1-8. Remunerative professional civilian employment.

a. A commissioned or warrant officer of the AMEDD on active duty will not engage in civilian employment without command approval. This will include the furnishing of testimony for remuneration. Active duty officers are in a 24-hour, 7-day duty status; their military duties at all times will take precedence on their time, talents, and attention. Subject to the limitations set forth in this regulation, members will not be restrained from employment during their normal off-duty hours. Permission for remunerative civilian professional employment will be withdrawn at any time by the commander when such employment is inconsistent with this regulation. In a case where such permission is withdrawn, the affected officer may submit to the commander a written statement containing views or information pertinent to the situation.

b. Before authorizing engagement in remunerative civilian professional employment, commanders will consider the following conditions of each case regarding the civilian community and the officer involved:

(1) The officer's primary military duty will not be impaired by civilian employment. Requests for civilian employment that exceed 16 hours a week usually will be denied. Commanders can grant exceptions if circumstances clearly show that the additional hours will not adversely affect military duties. Because of potential conflict with military obligations, AMEDD officers will not assume primary responsibility for the care of critically ill or injured persons on a continuing basis nor engage in private (solo) practice. Officer trainees (in graduate training programs) are prohibited from remunerative professional employment.

(2) The officer will not request, or be granted administrative absence for the primary purpose of engaging in civilian employment. However, ordinary leave may be granted to provide testimony in connection with authorized off-duty employment (para 1-7c), providing such absence does not adversely affect military duties.

(3) Civilian employment will not involve expense to the Federal Government nor involve use of military medical equipment or supplies.

(4) Individuals will advise employers that they will be subject to respond to alerts or emergencies that—

(a) May arise during non-duty hours.

(b) Could possibly delay the individual in reporting for civilian employment.

(c) Could require the individual to leave his or her civilian employment without warning.

(5) Civilian employment will be conducted entirely during non-duty hours and outside the Army MTF. Military personnel may not be employed by AMEDD officers in civilian employment.

(6) Except as indicated in (7) below, a demonstrated need must exist because of the relative lack of civilian physicians, veterinarians, nurses, or other professional personnel to serve the local community. A letter from the local professional society (or other responsible community agency) expressing no objection to such employment will be a required attachment to the request. This letter also must certify to the need and to the fact that such service is not available from any reasonable civilian source.

(7) AMEDD officers may engage in charitable civilian employment when voluntarily performed for, or for the benefit of, institutionalized persons and recognized nonprofit, charitable organizations; examples are the Boy Scouts and community clinics. (A letter to the benefiting institution or nonprofit organization should clearly state that the officer is performing charitable work as a private citizen and that the Government assumes no responsibility for the officer's actions.)

(8) Medical, nursing, dental, or veterinary officers prescribing drugs in civilian employment are subject to all the requirements of the Federal narcotic law. This will include Drug Enforcement Agency (DEA) registration and payment of taxes that are imposed upon other physicians, nurses, dentists, or veterinarians conducting private practice.

c. The responsibility for meeting local licensing requirements is a personal matter for officers who wish to engage in civilian employment. Similarly, malpractice insurance is a personal responsibility of the individual requesting permission to engage in civilian employment. The Army will not be responsible for officers' acts while they are engaged in off-duty employment.

d. Officers will submit written requests when they wish to engage in off-duty employment. The request will describe the position to be filled and the terms of employment; it will state that requester fully understands the provisions of this paragraph concerning off-duty employment; see appendix F. Commanders will approve or disapprove the request in writing and return a copy to the requester within 10 days. Approved requests will be reviewed at least annually by the commanders concerned.

e. Provided the provisions cited in b through d above are met (and authorized absence during normal duty hours does not adversely affect military duties) AMEDD officers—

(1) May, in isolated cases, provide remunerative advice or services to civilian practitioners in the diagnosis or treatment of patients not entitled to medical, dental, or veterinary care under AR 40-3. Employment must be authorized by their commanders; officers must be certified by an American Specialty Board or recognized by TSG as having achieved an equivalent level of professional ability.

(2) Will perform procedures necessary to save life or prevent undue suffering at any time in an emergency.

(3) May engage in teaching, lecturing, and writing as provided in AR 600-50.

#### 1-9. Command positions.

a. The provisions of AR 600-20 apply in the designation or assumption of command; exceptions are shown in the modifications outlined below.

(1) *Health clinics.* Administrative directions of small outpatient health clinics may be vested in any qualified health care professional officer; this will be done without regard to the officer's basic health care profession. These clinics will be integral parts of the US Army Medical Center (MEDCEN) or medical department activity (MEDDAC) organization. In implementing this policy, due consideration will be given to the availability of qualified officers and the

size and mission of these outpatient facilities. In certain Army health clinics, the senior position is designated as commander. These commanders will provide for disciplinary control over personnel assigned to these clinics. The clinic will remain as an organizational element of the MEDCEN or MEDDAC to which assigned; the parent organization will be responsible for administrative control over personnel and financial resources. Professional direction of health clinics will come from the MEDCEN or MEDDAC commander, or an MC officer designated for this purpose.

(2) *Dental clinic.* Professional direction of dental clinics will come from the Director of Dental Services (DDS) or dental activity (DENTAC) commander.

b. MEDCENS, MEDDACs, community hospitals, and specific Army health clinics designated by HQDA(DASG-ZA) will be commanded by an MC officer qualified to assume command under AR 600-20. The MC officer will command, even though an officer of another branch may be the senior regularly assigned officer present.

c. DENTACs and dental units and detachments will be commanded by a DC officer qualified to assume command under AR 600-20. The DC officer will command, even though an officer of another branch may be the senior regularly assigned officer present.

d. When tables of organization and equipment (TOE) units normally commanded by MC, DC, or VC officers are in a training status, they will be commanded by the senior AMEDD officer qualified to assume command under AR 600-200, unless otherwise directed by HQDA.

#### 1-10. Utilization of AMEDD officers.

a. AMEDD officers' duty time will be devoted, to the maximum extent possible, to actions and procedures for which they are specifically trained. They normally will be utilized in their primary occupational specialties.

b. Commanders of AMEDD units will establish local utilization policies for assigned members of their commands. These policies will include performance of additional duties. Policies will be based on—

- (1) Workload.
- (2) Assigned level of personnel.
- (3) General situation of the command.
- (4) Utilization guidance provided in subsequent chapters in this regulation for each AMEDD Corps and for AMEDD warrant officers.

## Chapter 2 CORPS OF THE ARMY MEDICAL DEPARTMENT

### Section 1 MEDICAL CORPS

#### 2-1. Composition.

The Medical Corps (MC) consists exclusively of commissioned officers who are qualified doctors of medicine or doctors of osteopathy.

#### 2-2. Duties of MC officers.

a. *Professional.* Professional duties are those directly related to—

- (1) Evaluation of medical fitness for duty of members and potential members of the Armed Forces.

- (2) Analysis of the medical and physical condition of patients.
- (3) Practice of preventive and therapeutic medicine.
- (4) Development and adoption of medical principles required for the—

- (a) Prevention of disease and disability.
- (b) Treatment of patients.
- (5) Solution, through research and development (R&D), of medical professional problems in the—
  - (a) Prevention of disease and injury.
  - (b) Treatment and reconditioning of patients.
- b. *Staff.*

(1) The senior MC officer present for duty with a headquarters (other than medical) will be officially titled—

- (a) The "surgeon" of the field command.
- (b) The "chief surgeon" of the oversea major Army command (MACOM).
- (c) The "director of health services (DHS)" at the installation level.

These titles indicate the medical officer's staff position rather than qualifications.

(2) Duties of this individuals are advisory or technical: advisory as staff officers; technical in the supervision of all medical units of the command. These individuals—

- (a) Advise the commander and members of the staff on all medical matters pertaining to the command.
- (b) Take part in all planning activities dealing with military operations.

(c) Exercise complete technical control within a command over medical units in the maintenance of health, and in the care of the sick and wounded. This care will include those means of evacuation that are organic to the AMEDD.

(3) Except for direct coordination of professional and technical matters, coordination with staff counterparts at higher and subordinate headquarters is through command channels.

(4) When medical and nonmedical TOE units are stationed at installations where a DHS is authorized and assigned, the designated DHS, if other than the MEDDAC or MEDCEN commander, may retain the position, on approval of the installation commander (see AR 10-43), even though a senior MC officer is on duty with the TOE units.

(5) By mutual agreement between commanders, the appropriate medical staff officer may, as an additional duty, serve as the staff surgeon to other commands which do not have medical staff officers assigned.

(6) Specific duties of a medical staff officer are explained in AR 10-6 and AR 611-101.

#### 2-3. Utilization of MC officers.

a. MC officers' duty time will be devoted, to the maximum extent possible, to actions and procedures for which they are specially trained. A minimum of time will be given to those duties that can be adequately performed under their direction by other AMEDD personnel.

b. Except when regulations provide otherwise, such officers will not be—

- (1) Detailed as members of—
  - (a) Courts-martial.
  - (b) Nonprofessional boards or committees.
- (2) Assigned to other duties in which medical training is not essential.

To preclude requiring the personal appearance of MC officers as witnesses to present testimony, every effort consistent with due process of law will be made to use reports, depositions, or affidavits submitted by MC officers in connection with courts-martial and boards or committees.

#### 2-4. Applicability of Federal and State licensing laws.

When duties are performed by MC officers under valid orders issued by lawful Federal authority, such officers are—

- a. "Exempt officials," as explained by the DEA.
- b. Not required to register and pay the Federal narcotics tax.

### Section II DENTAL CORPS

#### 2-5. Composition.

The Dental Corps (DC) consists exclusively of commissioned officers who are qualified doctors of dental surgery or dental medicine.

#### 2-6. Duties of DC officers.

a. *Professional.* Professional duties will be those directly related to the science of dentistry as practiced by the dental profession.

These will include dental examinations, preservation and promotion of dental health, and execution of approved dental RDTE programs.

*b. Staff.*

(1) The primary duty of the senior DC officer present for duty with a non-DENTAC headquarters will be that of dental staff officer, except where designated as deputy commander. The title of a dental staff officer will be "dental surgeon."

(2) Individuals exercise complete technical control within the command over dental activities in the—

(a) Prevention of oral disease.

(b) Care of dental patients.

(3) Coordination with staff counterparts at high and subordinate headquarters is through command channels; an exception will be for direct coordination of professional and technical matters.

(4) By mutual agreement between commanders, the appropriate dental staff officers may, as an additional duty, serve as the staff dental surgeon to other commands that do not have a dental staff officer assigned.

(5) Specific duties of a dental staff officer are explained in AR 10-6 and AR 611-101.

### 2-7. Utilization of DC officers.

This applicable portions of paragraph 2-3 govern in the utilization of dental officers.

### 2-8. Dental organizations.

*a.* Dental personnel required by commands will be organized into DENTACs, as well as US Army Area Dental Laboratories (ADLs), and TOE units, as required. The DENTAC is part of the MEDCEN or MEDDAC table of distribution and allowance (TDA); however, the DENTAC is supported by, not commanded by, the MEDCEN or MEDDAC. The DENTAC receives complete administrative and logistical support from the MEDCEN or MEDDAC.

*b.* The dental care program is managed separately by the appropriate AMEDD command headquarters (for example, Headquarters US Army Health Services Command (HQ, HSC); Medial Command (TOE 8-111H2)) as a discrete, functionally managed program. On matters pertaining to the dental health of the command, the installation commander will communicate directly with the DDS, under AR 5-3.

### 2-9. Application of narcotic and licensing laws to DC officers.

Paragraph 2-4 applies.

## Section III VETERINARY CORPS

### 2-10. Composition.

The Veterinary Corps (VC) consists exclusively of commissioned officers who are qualified doctors of veterinary medicine.

### 2-11. Duties of VC officers.

*a.* The Assistant Surgeon General for Veterinary Services—

(1) Serves as executive agent for veterinary services for the DOD; see DODD 6015.5.

(2) Provides veterinary support to the DA, Department of the Navy and the US Marine Corps, the Air Force, all DOD agencies, and the US Coast Guard.

*b.* Professional duties of VC officers are discussed below.

(1) Provide consultative services to personnel performing food hygiene, safety, and quality assurance inspections. This will include advising the appropriate authority on the acceptability of food as follows:

(a) Food processing inspections incident to and following the procurement of foods of animal origin or other foods, when requested by proper authority.

(b) Sanitation inspection of establishments in which foods are produced, processed, prepared, manufactured, stored, or otherwise handled; excluded are food service facilities, such as dining facilities and snack bars.

(c) Inspections on receipt at destination for identity and condition of all foods of animal and non-animal origin.

(d) Perform professional functions in medical laboratories, such as chemical, bacteriological, and radiological analyses of foods.

(e) Inspections to determine fitness for human consumption of all foods which may have been contaminated by chemical, bacteriological, or radioactive materials.

(2) Assist the senior medical staff officer or the MEDCEN or MEDDAC commander at all levels of command in discharging responsibilities for conducting a comprehensive preventive medicine program. This will include the prevention and control of diseases common to man and animals in areas of responsibility specified by the—

(a) Senior medical staff officer.

(b) MEDCEN or MEDDAC commander.

(3) Provide a comprehensive program for prevention and control of diseases or conditions that may—

(a) Be transmissible to humans or animals.

(b) Constitute a military community health problem.

(4) Provide veterinary service support—

(a) In AMEDD training programs.

(b) To medical and subsistence R&D programs and activities.

(5) Provide complete veterinary services for US Government public-owned animals. Morale support activities—owned animals will be provided veterinary services as time and resources permit.

(6) Collect and maintain data on—

(a) Food supplies and animal diseases that may affect the health of members to the Army.

(b) Animal diseases that may affect the health of public animals. In this respect, they will advise and make recommendations to the appropriate authority of existing or anticipated conditions that may be of military or civilian significance. Under applicable circumstances, these would include local, State, Federal, and comparable agencies.

(7) Provide technical consultation to the senior medical staff officer or the MEDCEN or MEDDAC commander. In this capacity the VC officer will—

(a) Identify unsanitary conditions associated with subsistence and animals.

(b) Make recommendations for correction of these unsanitary conditions.

(8) Assist, on request and when authorized, civilian authorities or other Federal departments in emergency animal disease control programs.

*c.* Specific duties of a veterinary staff officer are defined in AR 10-6 and AR 611-101.

### 2-12. Utilization of VC officers.

*a.* Applicable portions of paragraph 2-3 govern the utilization of VC officers.

*b.* At installations and activities where no VC officer is assigned, required military veterinary service may be provided on an attending basis; this must be authorized by the Commanding General, US Army Health Services Command (CG, HSC) and the oversea MACOM commander for their areas of responsibility.

### 2-13. Title of VC officers.

*a.* The general officer in the VC may, when so designated by TSG, be called—

(1) The Assistant Surgeon General for Veterinary Services.

(2) Chief, Veterinary Services.

(3) Chief, VC.

*b.* The title of the senior VC officer assigned to a command, agency, or activity is "Veterinarian."

## Section IV MEDICAL SERVICE CORPS

### 2-14. Composition.

The Medical Service Corps (MSC) is authorized one officer in the grade of Brigadier General who serves as Chief of the MSC. The

MSC by law (section 3068, title 10, United States Code) is organized into four sections: Pharmacy, Supply, and Administration Section; Medical Allied Sciences Section; Sanitary Engineering Section; and Optometry Section. An officer is selected and certified by TSG and the Chief of the MSC to be Chief of each Section; each officer concurrently is designated an Assistant Chief of the MSC. These MSC sections are subdivided as follows:

*a. Pharmacy, Supply and Administration Section.*

- (1) Health care administration.
- (2) Field medical assistant.
- (3) Health services comptroller.
- (4) Biomedical information systems.
- (5) Patient administration.
- (6) Health services personnel management.
- (7) Health services manpower control.
- (8) Health services plans, operations, intelligence, and training.
- (9) Aeromedical evaluation.
- (10) Health services materiel.
- (11) Health facilities planning.
- (12) Pharmacy.

*b. Medical Allied Sciences Section.*

- (1) Microbiology.
- (2) Biochemistry.
- (3) Parasitology.
- (4) Immunology.
- (5) Clinical laboratory.
- (6) Physiology.
- (7) Podiatry.
- (8) Audiology.
- (9) Social work.
- (10) Clinical psychology.
- (11) Research psychology.

*c. Sanitary Engineering Section.*

- (1) Nuclear medical science.
- (2) Entomology.
- (3) Environmental science.
- (4) Sanitary engineering.

*d. Optometry Section.*

**2-15. Duties of MSC officers.**

*a.* Officers of the branch perform a wide variety of administrative, technical, scientific, and clinical duties within the AMEDD. These duties will be consistent with the officer's education, training, and experience. MSC officers will perform duty in branch immaterial assignments only when authorized by HQDA (DASG-Ptz).

*b.* See AR 10-6 and AR 611-101 for a more definitive explanation of duties of MSC officers.

**2-16. Utilization of MSC officers.**

*a.* MSC officers normally will be utilized in their primary professional specialty.

*b.* Applicable portions of paragraph 2-3 govern the utilization of those MSC officers who, in the performance of their assigned duties, provide patient care through either of the following:

- (1) Direct professional services on an appointment basis.
- (2) Preventative medicine functions.

*c.* Exceptions to *b* above are duties involving courts, boards, administrative officer of the day (AOD), or staff duty officer (SDO).

*d.* Provisions of paragraph 1-9*d* and the annually published HQDA Letter (MEDO Letter) govern MSC officers exercising command.

**Section V**

**ARMY NURSE CORPS**

**2-17. Composition.**

The Army Nurse Corps (ANC) consists exclusively of the Chief, Assistant Chief, and other commissioned officers who are qualified, registered, professional nurses.

**2-18. Duties of ANC officers.**

*a. Professional.* Duties of ANC officers are those related to the theory and practice of nursing.

(1) The focus of the practice of nursing is on the assessment of individual, family, or group health care needs to—

- (a) Promote health.
- (b) Prevent illness.

(c) Provide assistance in coping with physical and psychological aspects of illness. This goal is accomplished by a variety of modalities, such as teaching, counseling, case-finding, and skilled supportive care.

(2) Nursing is based on recognized professional standards of practice. It has certain functions for which its practitioners accept responsibility. These include both independent nursing functions and delegated medical functions that may be either—

(a) Performed autonomously in coordination with other health team members.

(b) Delegated by the professional nurse to other persons.

(3) In US Army MEDCENs and MEDDACs the Department of Nursing is the administrative unit that provides the organization framework for nursing activities to accomplish the following:

(a) Define, design, and implement nursing care systems.

(b) Establish specific nursing care technologies, processes, and standards; develop mechanisms to insure that these standards are maintained.

(c) Collect and evaluate data concerning categories of patients and nursing resources.

(d) Assess and evaluate results of nursing actions on a continuous basis.

(e) Forecast and plan for requirements in money, materials, and personnel resources.

(f) Coordinate nursing actions with other health care providers.

(g) Establish a climate for and promote nursing research.

(h) Provide opportunities for continuing education for nursing personnel.

(i) Provide flexibility and modification of practice in response to technological advances and social changes.

*b. Staff and other duties.* Detailed duties, responsibilities, and titles of ANC officers are outlined in AR 40-6, AR 10-6, and AR 611-101.

**2-19. Utilization of ANC officers.**

*a.* ANC officers will be assigned to nurse-related professional, administrative, and staff duties that directly contribute to the accomplishment of the AMEDD mission. ANC officers will be considered appropriately assigned when performing duties related to their specialty skills identifier.

*b.* The applicable portions of paragraph 2-3 govern the utilization of ANC officers may be detailed as members of courts-martial boards of nonprofessional boards or committees when ANC officers or other nursing service personnel are involved in the proceedings.

*c.* ANC officers will not perform AOD, SDO, or other additional duties in which nursing professional education, training, and experience are not essential. Exceptions include serving—

(1) In an administrative headquarters (for example, HQ, HSC; HQDA; or Medical Group (TOE 8-122H)).

(2) As an administrative resident.

(3) As chief nurse in a TOE unit.

**Section VI**

**ARMY MEDICAL SPECIALIST CORPS**

**2-20. Composition.**

*a.* The Army Medical Specialist Corps (AMSC) is composed of a Dietitian Section, Occupational Therapist Section, and Physical Therapist Section.

*b.* The AMSC consists exclusively of officers who are—

(1) Registered dietitians, certified occupational therapists, or licensed physical therapists.

(2) Eligible for membership in the American Physical Therapy Association.

(3) Taking part in AMSC professional education programs for the purpose of becoming qualified in one of the specialties cited in (1) or (2) above.

#### 2-21. Duties of AMSC officers.

a. Duties of AMSC officers will be directly related to the specialties of dietetics, physical therapy, or occupational therapy, as practiced by the respective civilian professions. These will include development and adoption of principles and standards to meet the total needs of patients in these specialized fields.

b. See AR 10-6 and AR 611-101 for specific duties of AMSC officers.

#### 2-22. Utilization of AMSC officers.

a. When AMSC officers are assigned to Army MTFs—

(1) The senior dietitian will be Chief of the Food Service Division.

(2) The senior physical therapist and senior occupational therapist will be chiefs of their respective sections.

b. The applicable portions of paragraph 2-3 govern the utilization of AMSC officers. An exception is that AMSC officers may be detailed as members of courts-martial boards or nonprofessional boards or committee when the following are involved in the proceedings:

(1) AMSC officers.

(2) Other food service, physical therapy, or occupational therapy personnel.

c. AMSC officers working regularly established clinic hours may perform AOD and SDO functions. Fair and equitable scheduling of those officers who work shifts or who are on weekend and holiday duty rosters within their sections must be evident.

d. AMSC officers will not be assigned to AOD or SDO or assistant AOD or SDO function when they are taking part in the following:

(1) The Army Dietetic Internship Program.

(2) The Army Occupational Fieldwork Program.

e. AMSC officers will not be assigned special administrative duties. These include, but are not limited to, additional duties; for example, line inventory, drug inventory, hospital inspection, and cash verification. The only exception would be those officers serving—

(1) In an administrative HQ.

(2) As administrative residents.

### Chapter 3 ARMY MEDICAL DEPARTMENT WARRANT OFFICERS

#### 3-1. Physician assistant, military.

a. *Composition.* Military physician assistants (PAs) are school-trained warrant officers who are qualified for and who have been awarded military occupational specialty (MOS) 011A.

b. *Duties.* Military PAs have the following duties:

(1) Provide general medical care for the sick and wounded under the supervision of designated physicians. Perform technical and administrative duties as—

(a) Indicated in AR 611-112.

(b) Assigned by supervisors in MTFs.

(2) Provide for preparation and maintenance of necessary records and reports.

(3) Supervise or assist in supervising enlisted specialists and comparable civilian employees in utilization, care, and maintenance of medical supplies and equipment.

(4) Assist in the training of enlisted specialists and comparable civilian employees in technical aspects of patient care and treatment.

c. *Utilization.* The provisions of paragraph 1-10 and AR 40-48 govern the utilization of military PAs.

(1) PAs will be utilized only within their MOS in troop medical

clinics, aviation medicine clinics, emergency rooms, physical examination sections, general outpatient clinics, family practice clinics, other primary care clinics, field medical units, and other medical facilities.

(2) Career management of military PAs is monitored by the MC Career Activities Office, US Army Medical Department Personnel Support Agency, WASH DC 20324; this office comes under the direction of the Directorate of Personnel, Office of The Surgeon General (OTSG), HQDA.

#### 3-2. Biomedical equipment repair technician.

a. *Composition.* Biomedical equipment repair technicians are warrant officers who are qualified for and have been awarded MOS 202A.

b. *Duties.* Biomedical equipment repair technicians perform specialized, equipment-oriented management functions; these include skills, knowledge, and abilities to manage programs for the maintenance of medical equipment. AR 611-112 prescribes the full range of duties performed by biomedical equipment repair technicians. Specific areas of responsibility are shown below.

(1) Planning and scheduling workload.

(2) Supervising and instructing subordinates.

(3) Administering a repair parts program.

(4) Recording maintenance performance and historical equipment data; coordinating with user and support activities.

(5) Developing and operating ancillary support programs.

(6) Advising on the layout of health care facilities as related to equipment and applicable installation requirements.

(7) Advising the commander and staff on maintenance-related matters.

c. *Utilization.* Provisions of paragraph 1-10 and AR 40-48 govern utilization of biomedical equipment repair technicians.

(1) Personnel with this specialty will be utilized only in their MOS; they normally will be assigned to TDA hospitals, MEDCENs, MEDDACs, or equivalent modifications TOE units. Some personnel also will be assigned for the following functions:

(a) Managing depot or combined maintenance operations.

(b) Performing as equipment specialists in varying assignments.

(c) Serving as instructors in service schools.

(d) Commanding TOE medical equipment maintenance detachments.

(2) Other personnel with this specialty also serve in successively higher levels of management with MACOMs and the National Maintenance Point.

(3) Career management of biomedical equipment repair technicians is monitored by the MSC Career Activities Office, US Army Medical Department Personnel Support Agency, WASH DC 20324; this office comes under the direction of the Directorate of Personnel, OTSG, HQDA.

#### 3-3. Food inspection technician.

a. *Composition.* Food inspection technicians are school-trained warrant officers who are qualified for and have been awarded MOS 051A.

b. *Duties.* Food inspection technicians—

(1) Manage and direct personnel, facilities, and equipment required for military hygiene, safety, and quality assurance.

(2) Provide assistance in programs to—

(a) Prevent animal diseases.

(b) Control zoonotic and foodborne illnesses.

(3) Assist in animal control programs.

(4) Prepare reports relative to veterinary activities.

(5) Maintain liaison with Federal, State, and local health agencies.

(6) Assistant in the conduct of training of enlisted personnel and civilian employees.

(7) Other technical and administrative duties are performed as—

(a) Indicated in AR 611-112.

(b) Assigned by the technician's supervisor.

c. *Utilization.* The provisions of paragraph 1-10 govern the utilization of food inspection technicians. They will be utilized only

within their MOS in TOE units, TDA activities, MEDCENs or MEDDACs, and other DOD agencies and activities. Career management of food inspection technicians is monitored by the VC Career Activities Office, US Army Medical Department Personnel Support Agency, WASH DC 20324; this office comes under the direction of the Directorate of Personnel, OTSG, HQDA.

## Chapter 4 ARMY MEDICAL DEPARTMENT CIVILIAN PERSONNEL

### 4-1. Civilian employees.

*a. Composition.* The civilian complement of the AMEDD consists of US citizens and direct- and indirect-hire local nationals employed under appropriate regulations issued by the US Office of Personnel Management, HQDA, and the AMEDD.

*b. Duties.* Civilian are employed in a wide range of occupational categories; these include physicians, nurses, those in other medical and allied specialties, and support and service personnel.

*c. Utilization.* General utilization policy of AMEDD civilian employees is outlined in AR 570-4.

*d. Social workers and psychologists.* Policy for employment of social workers and psychologists is contained in appendix E.

### 4-2. Contract surgeons.

*a. Authorization.* In an emergency, TSG may employ as many contract surgeons as may be necessary within applicable personnel limitations (section 4022, title 10, United States Code). An emergency may exist when utilization of the services of an MC officer or a graded Civil Service physician is not practicable or feasible for providing essential health services. Contract surgeons will not be employed as a means for circumventing general schedule pay scales (Civil Service) established for physicians employed by the US Government.

*b. Justification for employment.* Justification for employment of private physicians as contract surgeons in peacetime will be forwarded for approval through command channels to HQDA (DASG-PSC), WASH DC 20310, to arrive 60 days before the desired date of employment. When intermediate MACOM commanders do not concur with any part of the justifications, it will be returned to the originator with reasons for nonoccurrence. As a minimum, each justification submitted to HQDA will contain appropriate data with the following information:

(1) Workload data for the most recent 6-month period. This will include, for example, the number of visits (inpatient and outpatient, as appropriate) and the number of medical examinations, as pertains to areas in which a private physician will be employed.

(2) Projected workload data for period of contract. (See (1) above.)

(3) Number, by type of personnel (military, civil service, contract surgeon, or fee-for-service), presently authorized, required, and assigned in the work area where the contract surgeon is required.

(4) Other procurement actions taken to provide necessary services; an example is through the US Office of Personnel Management.

(5) Number of active duty medical officers programmed to fill existing or projected vacancies.

(6) Effective dates of contract.

(7) Activity or installation to be serviced by contractor.

(8) Compensation; hourly, daily, weekly, monthly, or yearly, as applicable.

(9) Hours, days, place of duty, and full-time or part-time; examples of place of duty are clinic or emergency room.

(10) Types of services to be provided; examples are sick call or emergency room.

(11) Types of personnel to be provided medical care; see AR 40-3 for eligibility for medical care. Specify as active duty Army, other active duty, dependents of US Uniformed Services personnel

(active duty and retired), retired US Uniformed Services personnel, or other personnel.

(12) Restrictions imposed or contemplated to be imposed upon the contractor.

(13) Proposed source and address.

(14) Monitoring headquarters; name and telephone (automatic voice network (AUTOVON)) of the individual conducting preliminary negotiations with the private physician.

(15) Statements that—

(a) Employment will be within all applicable personnel limitations and funding availability.

(b) The contractor will possess the applicable qualifications outlined in d below.

*c. Duties.* Professional and administrative duties of contract surgeons will be comparable to those which MC officers with similar training and experience normally would be called upon to perform. Contract surgeons are not eligible for detail on courts-martial boards, but may be detailed to serve on—

(1) Medical boards convened under AR 40-3.

(2) Administrative boards to which civilian employees may be appointed.

*d. Qualifications.*

(1) To be eligible as a contract surgeon within the United States, the contractor must be one of the following:

(a) A graduate of a medical school approved by the Council on Medical Education and Hospitals of the American Medical Association.

(b) A graduate of a school of osteopathy approved by the Bureau of Professional Education Committee in Colleges of the American Osteopathic Association.

(c) A holder of a permanent certification by the Educational Council for Foreign Medical Graduates.

(2) The candidate must—

(a) Have a full or unrestricted license to practice medicine in a State, the District of Columbia, the Commonwealth of Puerto Rico, or a territory of the United States.

(b) Be legally authorized to prescribe and administer all drugs and perform all surgical procedures in the area concerned.

(3) Oversea MACOM commanders will prescribe the qualifications for contract surgeons for their respective area of employment.

*e. Full-time and part-time status.*

(1) A full-time contract surgeon is one who is required to devote full time to the performance of duties under the contract; full time here means not less than 40 hours each calendar week.

(2) A part-time contract surgeon is one who is required each week to devote less than 40 hours to the performance of duties under the contract.

*f. Compensation and leave.*

(1) Pay and allowances for full-time and part-time contract surgeons will be as prescribed in Misc Publ 13-1.

(2) Pay of part-time contract surgeons may not exceed the monthly base pay of an officer, O3, with over 4, but less than 6, years of service.

(3) Part-time contract surgeons are entitled only to the travel and transportation allowances in the same amount and under the same conditions as allowed for commissioned officers.

(4) Special and incentive pays may not be included in the contract for either part-time or full-time contract surgeons.

(5) Contract surgeons are not entitled to officers' uniform allowances.

(6) Within the limitations prescribed above, oversea MACOM commanders are authorized to determine applicable compensation of part-time contract surgeons within the geographical limits of their commands. These rates will take in account—

(a) Comparable rates paid for similar services in the locality.

(b) Background, experience, and other qualifications of the contractor.

(c) Extent of service required under to contract.

*g. Contract negotiation.* Section 2304a(4) and 2304a(6), title 10, United States Code and Misc Pub 28-25, paragraph 22-102.1 contain authority for negotiation of contracts with private physicians.

On approval of justification by HQDA (DASC-PSC) (para 4-2b), commanders of installations and activities may enter into contracts for services of contract surgeons.

*h. Contracts.*

(1) *General.* The following provisions apply to both full-time and part-time contract surgeons:

(a) Contracts will be executed by the local contracting officer under applicable provisions of Misc Pub 28-24 and Misc Pub 28-25 (32 CFR 591 et seq.).

(b) The term of the contract will be for a specific period of time; it will not extend beyond the end of a fiscal year during which the available appropriated funds are authorized to be obligated.

(c) A contract will not be renewed automatically upon expiration. Justifications for re-employment of private physicians as contract surgeons for the ensuing fiscal year will be forwarded under paragraph 4-2b.

(d) One copy of each executed contract will be forwarded to HQDA (DASG-PSC), WASH DC 20310 within 10 working days after the effective date of the contract; the executed contract will be for initial employment or re-employment.

(2) *Contract format.*

(a) Contracts will conform to the format prescribed by Misc Pub 28-24 (para 16-102.2) and by Misc Pub 28-25 (app F 100-26).

(b) Each contract will contain a statement of work substantially as shown in appendixes B, C, or D. Modifications to these statements to meet local requirements are not prohibited; however, changes should be kept to a minimum.

**4-3. Professional consultants.**

*a. General.* This paragraph contains information and instructions regarding professional consultants (hereafter referred to as consultants). Those portions of this paragraph that deal with civilian consultants supplement CPR A-9 and FPM chapter 304. Unless otherwise specifically indicated, provisions of this paragraph are applicable to both military and civilian consultants.

*b. Duties.*

(1) Consultants will—

(a) Assist in the maintenance of high standards of professional practice and research.

(b) Further the educational program for the advancement of AMEDD officers in the medical, dental, nursing, and allied specialties.

(c) Provide close liaison with leaders in related professions.

(2) These consultants will assist TSG, the Commanding General, US Army Medical Research and Development Command (CG, USAMRDC), the CG, HSC, chief surgeons of overseas MACOMs, and commanders of AMEDD activities, particularly treatment and R&D facilities—

(a) On matters pertaining to professional practice by providing advice on professional subjects.

(b) On new developments in prophylaxis, diagnosis, treatment, and technical procedures.

(c) By stimulating interest in professional problems and aiding in their investigation.

(d) By giving advice on RDTE programs.

(e) By encouraging participation in programs such as clinical and pathological conferences, ward rounds, and journal clubs.

(3) Proper performance of these duties involves an appraisal of all factors concerned with the prevention of disease and the professional care of patients. These include—

(a) Organization and program of professional services in medical installations.

(b) Quality, numbers, distribution, and assignment of specialty qualified professional personnel.

(c) Diagnostic facilities and availability and suitability of equipment and supplies for professional needs.

(d) Dental care, nursing care, and dietary provisions.

(e) Physical therapy and occupational therapy.

(f) Reconditioning and recreational facilities.

(g) Other ancillary services which are essential to the welfare and morale of patients.

(4) Execution of these duties involves periodic visits to MTFs and other types of AMEDD units concerned with health service or medical R&D activities.

*c. Utilization categories.* Utilization of consultants falls into the following categories:

(1) *OTSG.* In addition to AMEDD officers assigned or designated as consultants, other specialty qualified individuals may be utilized to—

(a) Provide TSG with professional advice or assistance, as required.

(b) Perform duties set forth in b above.

(2) *OTSG field operating agencies (FOAs).* OTSG FOAs are activities under the command jurisdiction of TSG.

(a) Consultants may be utilized to perform duties set forth in b above. Their services will be utilized, as required, for professional advice or assistance. (For further information regarding the educational program of the AMEDD in the medical, dental, nursing, and allied specialties, see AR 351-3.)

(b) In activities where intern or residency training programs are conducted, a representative consultant may be appointed to the Hospital Education Committee. This consultant may advise and recommend on all matters pertaining to graduate education. (For further information regarding AMEDD residency or intern training programs see AR 351-3.)

(3) *HSC.*

(a) Consultants may be utilized to perform duties set forth in b above. Their services will be utilized, as required, for professional advice or assistance.

(b) In hospitals conducting residency or intern training, a representative consultant may be appointed to the Hospital Education Committee. This consultant may advise and recommend on all matters pertaining to graduate education.

(4) *Overseas MACOMs.*

(a) Consultants may be utilized to perform duties set forth in b above. Their services will be utilized, as required, for professional advice or assistance.

(b) In hospitals conducting residency or intern training, a representative consultant in surgery, internal medicine, psychiatry and neurology, pathology, and dentistry may be appointed to the Hospital Education Committee. These consultants may advise and recommend on matters pertaining to graduate education.

**4-4. Administrative procedures for professional consultants.**

Before the initial appointment of consultants in the medical, dental, nursing, and allied specialties, the appropriate command or agency will evaluate the prospective consultant's professional qualifications.

*a. Appointment.*

(1) *Military consultants.* In addition to AMEDD officers assigned as consultants, other specialty qualified individuals may be utilized to advise TSG, the CG, USAMRDC, the CG, HSC, and overseas MACOM commanders on major subjects and board problems connected with the following:

(a) Policy and practice in the prevention of disease.

(b) Care of patients.

(c) Health and environment activities.

(d) Evaluation and maximum utilization of specialized personnel.

(e) R&D program.

(f) Postgraduate education.

(g) Continuing education programs for AMEDD officers.

(h) Other important professional matters. TSG and MACOM commanders will appoint these designated individuals on appropriate military orders.

(2) *Civilian consultants.* TSG, the CG, HSC, the CG, USAMRDC, and overseas MACOM commanders may approve appointment of civilian consultants within their respective commands or agencies. Normally, civilian consultants will not be utilized for a period or periods exceeding 90 calendar days in 1 fiscal year. Prior approval by the appropriate approval authority must be obtained in

additional days of service are required during any fiscal year. In order to maintain a single pay account and to insure that consultants do not exceed the authorized maximum number of days in any fiscal year, civilian consultants will be carried in an appointive status on the rolls of only one command or agency. Short-term consultant appointments, not to exceed 6 months in total tenure, will be requested when individuals are required for brief periods of time to carry out special assignments; examples would be a trip overseas or giving a series of lectures.

(a) *Security requirements.* The security requirements established in the FPM, chapter 732 and CPR A-9, chapter 732 for assignment OT civilian positions in the competitive service will apply to civilian consultants. Nonsensitive positions require completion of National Agency Check and written inquiries with satisfactory results. These may be conducted as post-appointive actions.

(b) *Reappointment.* Civilian consultants will be reappointed by the employing command or agency at the end of each fiscal year instead of at the end of the service year, as specified in CPR A-9.

(c) *Roster.* To maintain a current roster of all AMEDD civilian consultants to the Army in an appointive status, each appointing command or agency will publish an annual roster no later than 15 July of each year. Addendum's will be published as required. Appointment data on consultants is provided through the DA Civilian Personnel Information System (CIVPERSINS). If needed, rosters may be obtained through CIVPERSINS channels.

b. *Joint utilization.* Consultants appointed by one command or agency may be used by another command or agency through agreements made between the commands or agencies concerned. Payment for services rendered by civilian consultants, plus travel and per diem for military consultants, will be made by the parent command from funds available for this purpose and cited by the using command. Transfer of funds between commands is not authorized.

c. *Civilian spaces incident to employment.* Approving authorities will determine the number of civilian spaces required for the employment of consultants in activities under their respective jurisdiction. Such spaces will be included in their overall manpower programs.

d. *Payment.* The rate of pay for each civilian consultant will be determined by the approving authority. However, consultants will not be paid more than the maximum rate per day stated in AT 40-330, paragraph 6.

(1) Consultants will be paid by the parent command or agency. For joint utilization (see b above), prior coordination will be made. Information concerning the consultant's visit must be forwarded to the appropriate command or agency on completion of the visit; such information will include the purpose, additional costs, funding cite, and services rendered.

(2) Funds available locally will be used for employment of professional consultants.

e. *Special services.* Purchase requests for consultant services will clearly state the specific services to be performed.

(1) When the services of a civilian consultant are desired on a one-time basis, a consultant appointment is not required. Services of these individuals may be obtained by contract under Misc Pub 28-24 and Misc Pub 28-25.

(2) A contract can be negotiated locally by the contracting officer when—

(a) The services required are non-personal.

(b) An end product is involved.

(3) Contracts for consultant services that are purely personal in nature will be submitted through contracting channels for advance approval under Misc Pub 28-25, paragraph 22-205. Determinations and findings will be prepared under Misc Pub 28-24, paragraph 22-205.

## Appendix A References

### Section I Required Publications

#### DODI 6015.5

Joint Use of Military Health and Medical Facilities and Services. Cited in paragraph 2-11a. This publication may be obtained from Commander, US Naval Publications and Forms Center (ATTN: Code 301), 581 Tabor Ave., Philadelphia, PA 19120.)

#### AR 5-3

Installation Management and Organization. Cited in paragraph 2-8b.

#### AR 10-5

Department of the Army. Cited in paragraphs 1-5d and 1-6a(2).

#### AR 10-6

Branches of the Army. Cited in paragraphs 2-2b(6), 2-6b(5), 2-11c, 2-15b, 2-18b, and 2-21b.

#### AR 10-43

US Army Health Services Command. Cited in paragraph 2-2b(4).

#### AR 27-40

Litigation. Cited in paragraphs 1-7c and c(2), (3), and (4).

#### AR 40-3

Medical, Dental, and Veterinary Care. Cited in paragraphs 1-7b(1), 1-8e(1), 4-2b(11), and 4-2c(11).

#### AR 40-6

Army Nurse Corps. Cited in paragraph 2-18b.

#### AR 40-48

Health Care Extenders. Cited in paragraph 3-1c and 3-2c.

#### AR 40-121

Uniformed Services Health Benefits Program. Cited in paragraphs 1-7b(1) and B-5a.

#### AR 40-330

Rate Codes and General Policies for Army Medical Department Activities. Cited in paragraph 4-4d.

#### AR 351-3

Professional Training of Army Medical Department Personnel. Cited in paragraphs 4-3c(2)(a) and (b).

#### AR 570-4

Manpower Management. Cited in paragraph 4-1c.

#### AR 600-20

Army Command Policy and Procedures. Cited in paragraphs 1-7d and 1-9a, b, c, and d.

#### AR 600-50

Standards of Conduct for Department of the Army Personnel. Cited in paragraphs 1-7d and 1-8e(3).

#### AR 601-270

Armed Forces Examining and Entrance Stations. Cited in paragraph 1-6i.

#### AR 611-101

Commissioned Officer Specialty Classification System. Cited in paragraphs 2-2b(6), 2-6b(5), 2-11c, 2-15b, 2-18b, and 2-21b.

#### AR 611-112

Manual of Warrant Officer Military Occupational Specialties. Cited in paragraphs 3-1b(1)(a), 3-2b, and 3-3b(7).

#### AR 611-201

Enlisted Career Management Fields and Military Occupational Specialties. Cited in paragraph 1-6g.

#### AR 630-5

Leave, Passes, Permissive Temporary Duty, and Public Holidays. Cited in paragraph B-4b.

#### Misc Pub 13-1

DOD Military Pay and Allowances Entitlements Manual. Cited in paragraphs 4-2f(1) and B-4b.

#### Misc Pub 28-24

Defense Acquisition Regulation. Cited in paragraphs 4-2h(1)(a) and (2)(a) and 4-4e(1) and (3).

#### Misc Pub 28-25

Army Defense Acquisition Regulation Supplement (ADARS). Cited in paragraph 4-2g and h(1)(a) and (2)(a) and 4-4e(1) and (3).

#### FPM, chapter 304

Federal Personnel Manual, US Civil Service Commission. Cited in paragraph 4-3a.

#### FPM, chapter 732

Federal Personnel Manual, US Civil Service Commission. Cited in paragraph 4-4a(2)(a).

#### CPR A-9

Employment of Experts and Consultants. Cited in paragraphs 4-3a and 4-4a(2)(a) and (b).

#### OPM HDBK X-118

Qualification of Standards for Position Under the General Schedule. Cited in paragraph E-2.

#### HQDA Ltr (Sngl Address to MACOMs) (Current FY)

Staffing Authorization and Utilization of Army Medical Department Personnel in Active Component MTOE Units of US Army Forces Command (FORSCOM) (Short Title: MEDO Letter). Cited in paragraphs 2-16d.

### Section II

#### Related Publications

This section contains no entries.

### Section III

#### Prescribed Forms

This section contains no entries.

### Section IV

#### Referenced Forms

This section contains no entries.

## Appendix B

### SUGGESTED STATEMENT OF WORK FOR FULL-TIME CONTRACT SURGEON CONTRACT (DUTIES TO BE PERFORMED AT A GOVERNMENT FACILITY)

#### B-1. Scope of contract.

a. The contractor agrees, during the term of this contract, to perform for and on behalf of the Government the duties of a contract surgeons, US Army, under—

(1) The laws and regulations in effect on the execution of this contract, and as they may be amended from time to time.

(2) Duty assignments specified by the contracting officer or his or her duly authorized representative. Services rendered to eligible personnel will be at no expense to the individual.

b. The contractor will not, while on duty, advise, recommend, or suggest to persons authorized to receive medical care at Army expense that such persons should receive medical care from—

(1) The contractor when he or she is not on duty.

(2) A civilian associated in practice with the contractor. An exception will be unless such medical care will be furnished without cost to the patient, the Government, or any other person or firm.

c. The contractor is not prohibited, by reason of employment under this contract, from conducting a private medical practice, if the following prevail:

(1) No conflict with the performance of duties under the contract exists.

(2) Practice is not conducted during the regular hours established under this contract, during which the contractor is required to render services to the Government.

(3) The contractor makes no use of any Government facilities or other Government property in connection with this contract.

### B-2. Duty hours.

The contractor will be on duty

at \_\_\_\_\_  
(name and location of medical facility)  
on a full-time basis, 40 hours per week, for performance under this contract, in accordance with duties prescribed by this contract and a schedule mutually agreed upon between the contractor and the contracting officer. This schedule may be changed from time to time by mutual agreement.

### B-3. Duties.

a. The contractor agrees to perform the service which a Medical Corps officer with similar training and experience normally would be called on to perform while in a similar duty assignment. The contractor's professional and administrative duties will consist of providing health services as specified in this contract, under the control and general supervision of the contracting officer or designated representative.

b. The contractor further agrees to be on call for emergencies at any time. Duty performed as a result of an emergency situation will be credited against the number of hours specified in the contract, when feasible; however, duty performed as a result of emergency situation, in excess of the number of hours specified in contract will not be the subject of additional compensation.

c. The contractor will maintain proper medical records on all military and dependent personnel to whom treatment is provided. The contractor will prepare such additional records and reports, when requested, as would be required of officers of the Army Medical Department charged with the same professional or administrative responsibilities.

d. Specific duties to be performed will include those shown below.

Note. Duties shown below are suggested for guidance. They may be modified, deleted, or supplemented as appropriate to the specific position.)

(1) Sick call service to military personnel on active duty at

\_\_\_\_\_ (name and location of installation concerned)

(2) Sick call service to eligible dependents of such military personnel. (Only applicable when care is also furnished to military.)

(3) Pre-school and pre-athletic examinations, as required.

(4) Administration of vaccines and immunizing agents furnished by the US Government.

(5) Planning and administration of the Army Occupational or Industrial Health Program.

(6) Direction of special preventive medicine programs such as vision or hearing programs and chest X-ray surveys.

(7) Conducting sanitary inspections; submission of appropriate recommendations to concerned commanders.

(8) Other duties appropriate for performance by a contract surgeon as directed or assigned by the contracting officer or duly authorized representative.

### B-4. Compensation.

a. For the satisfactory performance of the services required under this contract, the contractor will be paid the basic pay, basic allowances, and other allowances of a commissioned officer in pay grade O3 with over 4, but not more than 6, years of service, as authorized under section 421(a), title 37, United States Code. The contractor's entitlement to pay continues during periods of authorized leave. Special and incentive pays may not be included in the contracts for part-time or full-time contract surgeons.

b. The laws and regulations as to leave of absence for commissioned officers, as they will exist from time to time, will govern leaves and absences of the contractor. The contractor is not entitled to sick leave as such under AR 630-5. (This paragraph may be omitted if leave is not authorized. See Misc Pub 13-1, part four, chap 6.)

c. Subject to a above, the contracting officer will assure that payments are made monthly during the period at the rate of \$\_\_\_\_\_ per month on SF Form 1034 (Public Voucher for Purchases and Services Other Than Personal), directed to the finance and accounting officer. This contract must be presented at the time of payment for appropriate notation as to the payment made, together with a statement signed by the contracting officer that services have been satisfactorily rendered under terms of this contract.

### B-5. Exclusions.

This contract does not include—

a. Medical and surgical care of dependents of military personnel who are hospitalized, or receiving treatment, under conditions that provide a basis for separate reimbursement in accordance with the dependents' medical care under AR 40-121.

b. Routine medical and surgical care of dependents or military personnel involving house calls, furnishing medication, or other care which is considered to be other than office or sick call service.

c. Provision of medicines or medical supplies other than those—

(1) Normally furnished as part of office or sick call treatment.

(2) For which no additional charge is made, unless otherwise provided for by contract.

## Appendix C SUGGESTED STATEMENT OF WORK FOR PART-TIME CONTRACT SURGEON CONTRACT DUTIES TO BE PERFORMED AT A GOVERNMENT FACILITY

### C-1. Scope of contract.

See paragraph B-1.

### C-2. Duty hours.

The contractor will be on duty for the medical treatment of eligible military personnel and their dependents at

\_\_\_\_\_ from \_\_\_\_\_

(name and location of medical facility)

hours to \_\_\_\_\_ hours on \_\_\_\_\_

(days of week)

### C-3. Duties.

a. See paragraph B-3a

b. The contractor further agrees to be on call for emergencies in situations when no other physician employee is available. Duty performed as a result of an emergency situation will be credited against the number of hours specified in the contract, when feasible; however, duty performed as a result of an emergency situation, in excess of the number of hours specified in the contract, will not be the subject of additional compensation.

- c. See paragraph B-3c.
- d. See paragraph B-3d.

**C-4. Compensation.**

a. The Government will pay the contractor the sum of \$ \_\_\_\_\_ for the satisfactory performance of services described in and required by this contract. (Compensation is limited under AR 40-1, para 4-2f.) Special and incentive pays may not be included in the contracts for part-time and full-time contract surgeons.

b. Same as paragraph B-4c.

**C-5. Exclusions.**

See paragraph B-5.

**Appendix D  
SUGGESTED STATEMENT OF WORK FOR  
PART-TIME CONTRACT SURGEON CONTRACT  
DUTIES TO BE PERFORMED OUTSIDE  
GOVERNMENT FURNISHED FACILITY**

*Note.* The statement of work will follow the suggested format in app C for a part-time contract surgeon who performs at a Government facility. Exceptions and additions are shown below.  
</paratext>

**D-1. Duty hours.**

Add to the end of paragraph C-2, duty hours, the address at which at which the contractor will be on duty for the purpose of this contract.

**D-2. Duties.**

Under paragraph C-3d, Duties, those duties to be performed by the contractor will be specified in detail, since supervision by the Government will not be feasible.

**D-3. Additional provisions.**

The following additional provisions will be included as a separate subparagraph to paragraph C-3, Duties:

- a. A requirement for furnishing drugs and medications or medical supplies from Government sources. Restrictions as to types and quantities of such items will be clearly set forth and procedures for resupply specified.
- b. Methods established to determine eligibility for care.
- c. Instructions for referral of patients to service medical treatment facilities for further evaluation or hospitalization.

**Appendix E  
PROCESSING PROCEDURES FOR APPLICATIONS  
FOR EMPLOYMENT AS SOCIAL WORKERS AND  
PSYCHOLOGISTS**

**E-1. General.**

- a. To insure uniformity of professional standards and a high degree of professional competency, this appendix provides procedures for the processing of applications of civilian personnel for employment or placement in the position of Social Workers, GS-185, or Psychologists, GS-180. These will include those whose duties will be concerned, all or in part, with research activities.
- b. Civil Service personnel employed as social workers and psychologists will be under the direction and responsibility of the commander of the installation or MTF on whose TDA the position is authorized. They will be guided in their utilization by overall policies established by TSG.

**E-2. Qualifications.**

The qualification standards for the position of Social Worker and

Psychologist as set forth in OPM HDBK X-118, will be observed. These are minimum standards; fullest efforts will be made to locate candidates who, for the position of social worker, hold a master's degree in social work. For the position of psychologist, individuals must hold an acceptable doctoral degree in clinical or counseling psychology with an American Psychological Association (APA)-approved internship in clinical psychology if they are to do clinical work. If they do research work they must hold a doctoral degree in psychology in an appropriate specialty. The degree in clinical, counseling, or other sub-specialties of psychology must be from a school accredited by the APA or otherwise acceptable to TSG or the regional psychology consultant (when specifically designated for that purpose).

**E-3. Procedure.**

Applications for Civil Service positions in social work and psychology will be screened by the commander of the installation or MTF on whose TDA to position is authorized. After determination of the best qualified applicants, and before employment and placement in positions as social workers and psychologists, an appraisal of professional qualifications and an approval of the appointments will be obtained from HQDA(DASG-PSC), WASH DC 20310. For positions that are on medical TDA within the continental United States (CONUS), Alaska, Hawaii, Panama, 7th Medical Command, and 8th Medical Command (Provisional), approval will be obtained from the medical command social worker or psychology consultant, when specifically authorized by OTSG, together with HQDA(DASG-PSC), WASH DC 20310. Forwarded recommendations will be accompanied by—

- a. Complete SF 171 (Application for Federal Employment).
- b. Official transcript of all graduate work completed by the applicant toward professional training.
- c. Written appraisal of the applicant's professional performance by at least three former supervisors or employers familiar with the applicant's work. Letters should contain relevant and specific information regarding individual's qualifications for the position to be filled.

**Appendix F  
SUGGESTED REQUEST FOR OFF-DUTY  
REMUNERATIVE PROFESSIONAL CIVILIAN  
EMPLOYMENT**

FROM: \_\_\_\_\_ GRADE: \_\_\_\_\_  
name (last, first, middle)  
BRANCH: \_\_\_\_\_ SERVICE: \_\_\_\_\_  
TO: COMMANDER

(activity)

SUBJECT: Request for Off-Duty Remunerative Professional Civilian Employment

F-1. In accordance with AR 40-1, paragraph 1-8, I request permission to engage in remunerative professional civilian employment apart from my assigned military duties. I have attached a statement from the local medical, dental, or other applicable association indicating no objection to my professional employment in the community.

- a. Type of employment and nature of work: \_\_\_\_\_
  - b. Beginning date: \_\_\_\_\_
  - c. Hours per day: \_\_\_\_\_ Number of days per week: \_\_\_\_\_
- TOTAL hours per week: \_\_\_\_\_
- d. Location of work: \_\_\_\_\_

(name and address of employer)

Telephone number at place of employment: \_\_\_\_\_

F-2. I understand the provisions of AR 40-1, paragraph 1-8 concerning off-duty employment and I agree to conduct any off-duty employment activities in accordance with those provisions. Further, I understand that—

a. It is my obligation to inform my commanding officer in writing of any deviation in my off-duty employment from my proposal, as set forth in this letter, before the inception of such change.

b. No outside responsibilities will be assumed that will in any manner compromise the effective discharge of my duties as an officer in the US Army Medical Department, both as to number of hours devoted to outside work and my individual limit and capacity.

c. A copy of this proposal may be forwarded to the Office of The Surgeon General of the US Army, HQDA(DASG--PSZ), WASH DC 20310.

F-3. I recognize that I am prohibited from, and cannot in good conscience assume, the primary responsibility as an individual practicing health care, provide for the care and critically ill or injured patients on a continuing basis as this will inevitably result in the compromise of my responsibility to the patient on the one hand, or the primacy of my military obligation on the other hand.

\_\_\_\_\_  
requester (signature)  
1st Ind

\_\_\_\_\_  
date

FROM: Commander

TO: Requester

Subject request is \_\_\_\_\_ approved

\_\_\_\_\_ not approved Reasons: \_\_\_\_\_

\_\_\_\_\_  
signature (commander)

\_\_\_\_\_  
(date)

## Glossary

### Section I Abbreviations

#### ADL

Area Dental Laboratory

#### AMEDD

Army Medical Department

#### AMSC

Army Medical Specialist Corps

#### ANC

Army Nurse Corps

#### AOD

administrative officer of the day

#### ARNG

Army National Guard

#### AUTOVON

automatic voice network

#### CG

Commanding General

#### CIVPERSINS

Civilian Personnel Information System

#### CPR

Civilian Personnel Regulation

#### DC

Dental Corps

#### DDS

Director of Dental Services

#### DEA

Drug Enforcement Agency

#### DENTAC

dental activity

#### DHS

Director of Health Services

#### DOD

Department of Defense

#### FPM

Federal Personnel Manual

#### HSC

US Army Health Services Command

#### HQ

Headquarters

#### HQDA

Headquarters, Department of the Army

#### MACOM

major Army command

#### MC

Medical Corps

#### MEDCEN

US Army medical center

#### MEDDAC

medical department activity

#### MOS

military occupational specialty

#### MSC

Medical Service Corps

#### MTF

medical treatment facility

#### NAC

National Agency Check

#### OTSG

Officer of The Surgeon General

#### PA

physician assistant

#### R&D

research and development

#### RDTE

research, development, test, and evaluation

#### SDO

staff duty officer

#### SSI

specialty skills identifier

#### TDA

table of distribution and allowances

#### TJAG

The Judge Advocate General

#### TOE

table of organization and equipment

#### TSG

The Surgeon General

#### USAR

US Army Reserve

#### VC

Veterinary Corps

### Section II

#### Terms

This section contains no entries.

### Section III

#### Special Abbreviations and Terms

This section contains no entries.

**Unclassified**

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PIN: 000496-000  
DATE: 09-17-98  
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DATA FILE: e231.fil  
DOCUMENT: AR 40-1  
DOC STATUS: REVISION





DEPARTMENT OF THE ARMY  
 WOMACK ARMY MEDICAL CENTER  
 FORT BRAGG, NORTH CAROLINA 28310

REPLY TO  
 ATTENTION OF

AUG 9 2011

MCXC-CO

MEMORANDUM FOR [Redacted Investigating Officer], Troop Battalion, WAMC, Fort Bragg, NC 28310

SUBJECT: Appointment of AR 15-6 Investigating Officer – Patient Safety Issue

1. I appoint you as an investigating officer pursuant to AR 15-6 to conduct an informal investigation into the circumstances surrounding allegations received by the Office of Special Counsel (OSC). Specifically, OSC received a whistleblower complaint alleging a patient safety issue recently arose at Womack Army Medical Center (WAMC) with nurses sleeping on duty. The Secretary of the Army referred this action to MEDCOM, and the information provided by OSC and Secretary McHugh is enclosed as your overarching guide. Disregard the previous appointment of July 29, 2010, but you may incorporate relevant information you obtained so far. The scope of your investigation will include the following:

a. Whether nurses in the Post Anesthesia Care Unit (PACU) and the Neonatal Intensive Care Unit (NICU) slept on duty. Focus on the specific allegations provided in the OSC letter dated August 1, 2011, which states as follows:

the whistleblower alleged that Registered Nurses slept while sitting in desk chairs at the nurses' station in the [PACU] and the [NICU] during duty hours between 2:00 a.m. and 4:00 a.m. while they should have been caring for patients. The whistleblower has observed nurses in these units sleeping at least 12 times during the past year, including an incident on March 8, 2011, at 3:30 a.m. in which Registered Nurses [Redacted Nurse #1] and [Redacted Licensed Practical Nurse] were sleeping in the PACU nurses' station when they were to be monitoring a critical care patient who had arrived from the operating room due to hemorrhaging after giving birth. The patient appeared to be in distress. [Redacted Nurse #2] and [Redacted Licensed Practical Nurse] were sleeping approximately 12 feet away from the patient. Among the other nurses whom the whistleblower observed sleeping were [Redacted Nurse #3] on April 21, 2011, [Redacted Nurse #4] on April 6, 2011, [Redacted Nurse #5] on March 13, 2011, and [Redacted Nurse #6] on February 13, 2011. The whistleblower alleged that these employees' supervisors, Chief of the Operating Room, Post Anesthesia Unit [Redacted Chief Surgical Nursing Service]; Officer in Charge of PACU [Redacted Officer in Charge PACU]; Officer in Charge of NICU [Redacted Clinical Nurse Officer in Charge]; Assistant Deputy of Patient Services [Redacted Chief, Department of Nursing]; Deputy Chief of Patient Services [Redacted Deputy Commander]; and Chief of Maternal-Child Health Division [Redacted Section Chief, Maternal/Child Health], were aware of these allegations but have taken no apparent action to correct the problem or prevent it from recurring.

b. Did management officials for the Post Anesthesia Care Unit (PACU) and the Neonatal Intensive Care Unit (NICU) at Womack Army Medical Center have knowledge of employees sleeping on duty as alleged. If so, did they fail to take appropriate action?

c. If the allegations of sleeping on duty are substantiated, was any patient injured as a result?

d. Do the acts of management officials in the Post Anesthesia Care Unit (PACU) and the Neonatal Intensive Care Unit (NICU) at Womack Army Medical Center constitute a substantial and specific danger to public health or safety?

TAB E

MCXC-CO

SUBJECT: Appointment of AR 15-6 Investigating Officer – Patient Safety Issue

e. Any related issue arising during the course of your investigation. If at any point you feel the scope of investigation needs to be expanded to other issues, notify the Commander through the WAMC Office of the Center Judge Advocate (OCJA).

2. Before beginning your investigation, contact the WAMC OCJA in person or at (b)(6) to arrange a briefing on legal issues pertinent to the investigation. (b)(6) will serve as your primary legal advisor during the investigation, review your findings and recommendations when complete, and provide a written legal review of the findings and recommendations prior to your submitting them to me.

3. You will make specific findings and recommendations with regard to the issues listed above. If, during your investigation, you suspect that military personnel you intend to interview may have violated any provision of the Uniform Code of Military Justice (UCMJ) or any other criminal law, you must advise them of their rights under the UCMJ, Article 31 as documented on DA Form 3881. In addition, provide Privacy Act statements / advisement to witnesses as necessary. Witnesses' statements should be sworn and recorded on DA Form 2823.

4. During the course of your investigation, you may find it necessary to interview civilian employees. Generally speaking, civilian employees are required to cooperate with official investigations. There are some exceptions:

a. Civilian employees who are members of a bargaining unit have a right to union representation at any interview with management if they reasonably believe that the interview could result in a disciplinary action against them. Should a bargaining unit employee seek to invoke this right, simply reschedule the interview for at least 24 hours later in order to allow the employee to arrange for union representation. You have no obligation to arrange representation for the employee, only an obligation to permit the employee the opportunity to secure representation. The Civilian Personnel Advisory Center can tell you whether any particular employee you wish to interview is a member of the bargaining unit.

b. Civilian employees who reasonably believe that information they provide during an official investigation may be used against them in a criminal prosecution cannot be required to cooperate without a grant of immunity. Should any civilian employee you attempt to interview decline to cooperate for any reason, suspend the interview and seek guidance from your legal advisor on how to proceed.

c. If the matter you are investigating involves a grievance, a personnel practice or policy or other conditions of employment, you may be required to notify the union of any interviews you have scheduled with bargaining unit employees and afford the union the opportunity to be present. Check with your legal advisor to determine if this rule applies in your case and how to proceed if it does.

d. You have no authority to compel the cooperation of contractor employees. If you find it necessary to interview contractor employees, you must contact the contracting officer's representative for the applicable contract to request cooperation.

5. Prepare the report of your proceedings on DA Form 1574 and submit the original and one copy to me through the WAMC OCJA no later than 18 August 2011. Submit any requests for delay to me in writing. Include with your report all documentary evidence, sworn statements, and other information or evidence you considered in the following order:

MCXC-CO

SUBJECT: Appointment of AR 15-6 Investigating Officer – Patient Safety Issue

a. DA Form 1574 with findings and recommendations (your findings and recommendations may be in memorandum format separate from the DA Form 1574, but you must also complete DA Form 1574):

b. This letter of appointment as Exhibit A;

c. An executive summary of the facts as Exhibit B;

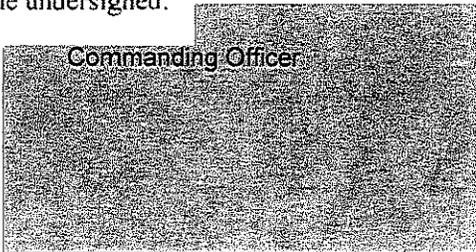
d. An index of exhibits as Exhibit C; and

e. All remaining exhibits labeled in successive order (D, E, F, etc.).

6. If in the course of your investigation, you discover that the completion of the investigation requires examining the conduct or performance of duty of, or may result in findings or recommendations adverse, to, a person senior to you, in rank or grade; you should suspend your investigation and consult with your legal advisor on how to proceed. An investigating authority may not, absent military necessity, investigate someone senior in rank.

7. Point of contact for this memorandum is the undersigned.

Commanding Officer



Encl



Army Regulation 10-87

Organization and Functions

**Army  
Commands,  
Army Service  
Component  
Commands, and  
Direct Reporting  
Units**

Headquarters  
Department of the Army  
Washington, DC  
4 September 2007

**UNCLASSIFIED**

*TAB F*

# **SUMMARY of CHANGE**

AR 10-87

Army Commands, Army Service Component Commands, and Direct Reporting Units

This major revision dated 4 September 2007--

- o Shifts the Army organizational focus from major Army commands in the continental United States towards all primary Army organizations (throughout).
- o Removes the term major Army command and the acronym MACOM from the Army lexicon and designates each former major Army command as an Army Command, an Army Service Component Command of a combatant command or subunified command, or a Direct Reporting Unit (throughout).
- o Reorganizes the Department of the Army headquarters to more effectively support a leaner, more agile, modular force (throughout).
- o Recognizes the distinction at the Headquarters, Department of the Army level for Army Commands, Army Service Component Commands, and Direct Reporting Units by defining and aligning the responsibilities of each organization for executing policy and operations (throughout).
- o Recognizes the Armywide role and multidiscipline functions of the three Army Commands (U.S. Army Forces Command, U.S. Army Training and Doctrine Command, U.S. Army Materiel Command) (chaps 2, 3, and 4).
- o Recognizes the Theater Army as an Army Service Component Command, reporting directly to Department of the Army, and serving as the Army's single point of contact for combatant commands (para 1-1d(3) and chap 5 through chap 13).
- o Recognizes that Direct Reporting Units are Army organizations that provide broad general support to the Army in a single, unique discipline and exercise authorities as specified in regulation, policy, delegation, or other issuance (throughout).
- o Recognizes each organization's primary missions, functions, and command and staff relationships (throughout).
- o Recognizes for Headquarters, Department of the Army, and when specified Direct Reporting Units, the Administrative Assistant to the Secretary of the Army exercises the same authorities as commanders of Army Commands and Army Service Component Commands, as prescribed by regulation, policy, delegation, or other issuance (throughout).
- o Sets the conditions to implement business transformation processes to effectively and efficiently manage Army resources by formally establishing functional organizations that provide and manage Army operational support globally (throughout).

## Organization and Functions

### Army Commands, Army Service Component Commands, and Direct Reporting Units

---

By Order of the Secretary of the Army:

GEORGE W. CASEY, JR.  
*General, United States Army*  
Chief of Staff

Official:

  
JOYCE E. MORROW  
*Administrative Assistant to the*  
Secretary of the Army

**History.** This publication is a major revision.

**Summary.** This publication reorganizes Army headquarters to more effectively support a leaner, more agile modular force. It distinguishes the differences in scope and responsibility of organizations. It recognizes the Armywide role and multidiscipline functions of the Army Commands; the Theater Army as an Army Service Component Command reporting directly to Department of the Army and serving as the Army's single point of contact for combatant commands; and the Direct Reporting Units as providing broad, general support to the Army in a normally single, unique discipline not otherwise available elsewhere in the Army. It identifies each organization's missions, functions, and command and staff relationships with higher and collateral headquarters and agencies.

**Applicability.** This regulation applies to the Active Army, the Army National Guard/Army National Guard of the United

States, and the U.S. Army Reserve unless otherwise stated.

**Proponent and exception authority.** The proponent of this regulation is the Director, Army Staff. The proponent has the authority to approve exceptions or waivers to this regulation that are consistent with controlling law and regulations. The proponent may delegate this approval authority, in writing, to a division chief within the proponent agency or its direct reporting unit or field operating agency, in the grade of colonel or the civilian equivalent. Activities may request a waiver to this regulation by providing justification that includes a full analysis of the expected benefits and must include a formal review by the activity's senior legal officer. All waiver requests will be endorsed by the commander or senior leader of the requesting activity and forwarded through their higher headquarters to the policy proponent. Refer to AR 25-30 for specific guidance.

**Army management control process.** This regulation contains management control provisions, but does not identify key management controls that must be evaluated.

**Supplementation.** Supplementation of this regulation and establishment of command and local forms are prohibited without prior approval from Director, Army Staff (DACS-ZD), 2800 Army Pentagon, Washington, DC 20310-0200.

**Suggested improvements.** Users are invited to send comments and suggested improvements on DA Form 2028 (Recommended Changes to Publications and Blank Forms) directly to Director of the

Army Staff (DACS-DMC), 200 Army Pentagon, Washington, DC 20310-0200.

**Committee Continuance Approval.** The Department of the Army committee management officer concurs in the establishment and/or continuance of the committee(s) outlined herein, in accordance with AR 15-1, Committee Management. The AR 15-1 requires the proponent to justify establishing/continuing its committee(s), coordinate draft publications, and coordinate changes in committee status with the Department of the Army Committee Management Office, ATTN: SAAA-RP, Office of the Administrative Assistant, Resources and Programs Agency, 2511 Jefferson Davis Highway, Taylor Building, 13th Floor, Arlington, VA 22202-3926. Further, if it is determined that an established "group" identified within this regulation later takes on the characteristics of a committee, the proponent will follow all AR 15-1 requirements for establishing and continuing the group as a committee.

**Distribution.** This publication is available in electronic media only and intended for command levels D for the Active Army, the Army National Guard/Army National Guard of the United States, and the U.S. Army Reserve.

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\*This regulation supersedes AR 10-87, dated 30 October 1992.

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**Glossary**

## Chapter 1 Introduction

### 1-1. Purpose

This regulation prescribes the missions, functions, and command and staff relationships with higher, collateral headquarters, theater-level support commands, and agencies in the Department of the Army (DA) for Army Commands (ACOMs), Army Service Component Commands (ASCCs), and Direct Reporting Units (DRUs). This regulation shall not infringe on the combatant command authority (COCOM) vested, by law, in combatant commanders (CCDRs) or alter the command relationships and authorities specified by the Secretary of Defense (SECDEF). The ASCCs shall address changes in force assignment with their supported combatant command in accordance with (IAW) procedures specified by the SECDEF. This regulation applies to the following Army organizations:

#### *a. Army Commands.*

(1) U.S. Army Forces Command (FORSCOM) (the FORSCOM is also an ASCC to the United States Joint Forces Command (USJFCOM)).

(2) U.S. Army Training and Doctrine Command (TRADOC).

(3) U.S. Army Materiel Command (AMC).

#### *b. Army Service Component Commands.*

(1) U.S. Army Europe (USAREUR).

(2) U.S. Army Central (USARCENT).

(3) U.S. Army North (USARNORTH).

(4) U.S. Army South (USARSO).

(5) U.S. Army Pacific (USARPAC).

(6) U.S. Army Special Operations Command (USASOC).

(7) Military Surface Deployment and Distribution Command (SDDC).

(8) U.S. Army Space and Missile Defense Command/Army Strategic Command (USASMDC/ARSTRAT).

(9) Eighth Army (EUSA).

#### *c. Direct Reporting Units.*

(1) U.S. Army Network Enterprise Technology Command/9<sup>th</sup> Signal Command (Army) (NETCOM/9<sup>th</sup> SC(A)).

(2) U.S. Army Medical Command (MEDCOM).

(3) U.S. Army Intelligence and Security Command (INSCOM).

(4) U.S. Army Criminal Investigation Command (USACIDC).

(5) U.S. Army Corps of Engineers (USACE).

(6) U.S. Army Military District of Washington (MDW).

(7) U.S. Army Test and Evaluation Command (ATEC).

(8) United States Military Academy (USMA).

(9) U.S. Army Reserve Command (USARC).

(10) U.S. Army Acquisition Support Center (USAASC).

(11) U.S. Army Installation Management Command (IMCOM).

#### *d. General.*

(1) For Headquarters, Department of the Army (HQDA), and when specified DRUs, the Administrative Assistant to the Secretary of the Army exercises the same authorities as commanders of ACOMs and ASCCs, as prescribed by regulation, policy, delegation, or other issuance.

(2) The DRUs shall exercise authorities as specified in regulation, policy, delegation, or other issuance.

(3) The ASCCs exercise command and control under the authority and direction of the combatant commanders to whom they are assigned and IAW the policies and procedures established by the SECDEF. In the event of a discrepancy between this regulation and the policies or procedures established by the SECDEF, the SECDEF policies or procedures takes precedence.

(4) HQDA, ACOMs, ASCCs, and DRUs contribute to the Title 10, United States Code (USC) support of all Army organizations through administrative control (ADCON).

(a) The ADCON relationship conveys the authority necessary to exercise the Secretary of the Army's (SA) Title 10 USC responsibilities as authorized. ADCON is the direction or exercise of authority over subordinate or other organizations in respect to administration and support, including organization of Service forces, control of resources and equipment, personnel management, unit logistics, individual and unit training, readiness, mobilization, demobilization, discipline, and other matters not included in the operational missions.

(b) In some cases, ADCON is shared by more than one Army organization to more efficiently and effectively support Army forces globally using the ACOMs and DRUs.

(c) All operational Army forces are assigned to combatant commands. CCDRs exercise COCOM over these forces. The CCDR normally delegates operational control (OPCON) of Army forces to the ASCC. ASCCs are generally

delegated ADCON by the SA for Army forces assigned to the CCDR; however, select Army units may be ADCON to an ACOM, DRU, or both, as well as the ASCC.

(d) Subject to applicable law, regulation, and policy, the allocation of authorities and responsibilities pertinent to the exercise of shared ADCON should be documented in appropriate agreements/understandings between the commanders of the ACOMs, ASCCs, and DRUs by which ADCON responsibilities are shared.

(5) The USARC performs Title 10 USC support to units with Army Reserve unit identification codes (UICs). Units with Active Army UICs receive Title 10 USC support from their respective Army organization. Units with Army National Guard (ARNG) UICs receive premobilization support from HQDA through the National Guard Bureau (NGB) under Title 32 USC.

(6) The mission sections of this regulation supplement organizational mission statements in their respective DA General Orders.

## **1-2. References**

Required and related publications and prescribed and referenced forms are listed in appendix A.

## **1-3. Explanation of abbreviations and terms**

Abbreviations and special terms used in this regulation are explained in the glossary.

# **Chapter 2**

## **U.S. Army Forces Command**

### **2-1. Mission**

FORSCOM trains, mobilizes, deploys, sustains, transforms, and reconstitutes assigned conventional forces, providing relevant and ready land power to combatant commands. FORSCOM is also an operational level Army force designated by the SA as the ASCC to USJFCOM.

### **2-2. Functions**

a. FORSCOM is designated by the SA as both an ACOM under the direction of HQDA and as the assigned ASCC to USJFCOM.

b. In its capacity as an ACOM, FORSCOM commands, controls, trains, sustains, deploys, transforms, and reconstitutes assigned forces. FORSCOM exercises ADCON of assigned forces through designated subordinate commands.

(1) FORSCOM is the Army's manager for Army Force Generation (ARFORGEN) the process by which the Army provides trained and ready conventional forces to combatant commanders.

(2) FORSCOM is the HQDA responsible agent for the continental United States (CONUS), the Commonwealth of Puerto Rico, and the Virgin Islands for mobilization, deployment, redeployment and demobilization planning and execution.

c. As the ASCC to USJFCOM, FORSCOM is the Army force provider for conventional Army forces.

(1) FORSCOM participates in Joint training, integration, concept development and experimentation, and transformation planning with other USJFCOM organizations.

(2) FORSCOM coordinates with applicable ACOMs, ASCCs, DRUs, other agencies, and USJFCOM, as required, to source validated force requirements for operations plans (OPLANs), contingency plans, and contingency operations.

(3) FORSCOM exercises ASCC OPCON responsibilities and authorities subject, by law, to the authority of the Commander, USJFCOM (COMUSJFCOM); FORSCOM exercises ACOM and ASCC ADCON authority and responsibilities on behalf of the SA.

### **2-3. Command and staff relationships**

a. The Commander, FORSCOM, reports to the Chief of Staff, Army (CSA) for ACOM specific responsibilities, directives, authorities, policies, planning and programming guidance.

b. The Commander, FORSCOM is responsible to the SA for execution of assigned responsibilities contained in Section 3013(b), Title 10, United States Code (10 USC 3013(b)), 32 USC 105, and Active Army support for the training and readiness of the RC forces.

c. The Commander, FORSCOM reports to the COMUSJFCOM for operational and Joint training matters, and other matters for which USJFCOM is responsible.

d. The Commander, FORSCOM is authorized to communicate and coordinate directly with other ACOM, ASCC, or DRU commanders; HQDA; other Department of Defense (DOD) headquarters and agencies; and other Government departments, as required, on matters of mutual interest subject to procedures established by COMUSJFCOM pursuant to 10 USC 164(d).

*h.* NETCOM/9<sup>th</sup> SC(A) is dependent on other Army organizations and agencies for appropriate support and services per prescribed regulations and policies and maintains the following relationships:

(1) NETCOM/9<sup>th</sup> SC(A) coordinates requirements, doctrine, design changes, capabilities, modernization, and proposed missions and functions for theater-level signal forces.

(2) NETCOM/9<sup>th</sup> SC(A) coordinates the management of enterprise-level collaborative intelligence support and predictive analysis to NetOps and its IA component with primary focus on emerging threats.

(3) NETCOM/9<sup>th</sup> SC(A) collaborates with pertinent commands, the USARC, the materiel developer and responsible program manager for doctrine, fielding, integration, installation, new equipment training team, and sustainment of signal specific systems.

(4) NETCOM/9<sup>th</sup> SC(A), in conjunction with the USARC and ARNG, develops theater-level signal unit force design updates for TRADOC, influences modernization with HQDA, and coordinates military occupational specialty restructure initiatives with Human Resources Command and TRADOC. Relationships concerning Service responsibilities for RC units are regulated by MOUs.

(5) NETCOM/9<sup>th</sup> SC(A) advises and assists the USARC and ARNG in developing IDT and AT programs for RC signal units and personnel.

(6) NETCOM/9<sup>th</sup> SC(A) collaborates with the U.S. Army Corps of Engineers (USACE) on requirements for information and telecommunications in all facilities serviced by outside the CONUS DOIMs.

(7) NETCOM/9<sup>th</sup> SC(A) coordinates with INSCOM as required for the defense of the LWN.

(8) NETCOM/9<sup>th</sup> SC(A) for multicomponent SC(T) exercises a shared ADCON relationship with the ASCC and USARC. NETCOM/9<sup>th</sup> SC(A) exercises ADCON over forward stationed Active Army theater-level signal forces to include the Active Army element of the SC(T) and technical authority over all aspects of the LWN. NETCOM/9<sup>th</sup> SC(A) exercises C4/IT and NetOps enterprise control over all Army theater signal forces.

## **Chapter 15**

### **U.S. Army Medical Command**

#### **15-1. Mission**

MEDCOM provides medical, dental, and veterinary capabilities to the Army and designated DOD activities; operates fixed facilities; conducts medical research, materiel development, testing and evaluation; executes medical materiel acquisition programs as assigned by the Army Acquisition Executive; manages Army medical materiel; educates and trains personnel; and develops medical concepts, doctrine, and systems to support Army health care delivery.

#### **15-2. Functions**

*a.* MEDCOM is designated as a DRU by the SA and reports directly to The Surgeon General (TSG) of the Army.

*b.* MEDCOM is responsible for the planning and execution of DRU responsibilities by exercising specified ADCON of organic, assigned and attached Army forces.

*c.* MEDCOM advises supported commanders without adequate organic medical, dental, and veterinary capability for health services and health issues.

*d.* MEDCOM provides medical and dental care worldwide; coordinates Army health services for Army, civilian, and Federal health care resources in a given health service area; and conducts health care education, training and studies.

*e.* MEDCOM provides veterinary services for the Army and DOD.

*f.* MEDCOM manages and conducts activities concerning biomedical research and technology; regulatory compliance and quality; and medical advanced technology. Provides regulatory oversight of all Army research involving human subjects.

*g.* MEDCOM provides Armywide expertise and services in disease prevention and control; clinical and field preventive medicine, environmental and occupational health, health promotion and wellness, hearing conservation, epidemiology and disease surveillance, toxicology, and related laboratory sciences.

*h.* MEDCOM provides medical logistics, acquisition services, and materiel research, development, test, and evaluation to Army units and DOD components. Develops logistics policy for management, distribution, and storage of medical materiel and for medical equipment maintenance. Delivers Class VIII support for military health care operations.

*i.* MEDCOM is the proponent for, and implements, the Medical Professional Filler System.

*j.* MEDCOM trains the medical force, develops medical doctrine and future concepts; conducts combat developments; develops training devices, simulations, and publications; and manages medical force structure.

*k.* MEDCOM conducts life cycle management for Army medical information systems.

*l.* MEDCOM, in coordination with IMCOM, provides base operations support and installation management for MEDCOM and tenant activities at MEDCOM installations. MEDCOM, in coordination with TRICARE Management

Activity and USACE, manages acquisition of Army medical facilities funded by military construction (MILCON), Defense.

### **15-3. Command and staff relationships**

*a.* TSG is dual hatted as the Commander, MEDCOM and is supervised by the CSA.

*b.* The Commander, MEDCOM is responsible to the SA for execution of assigned responsibilities contained in 10 USC 3013(b). The Commander, MEDCOM exercises ADCON authority and responsibility on behalf of the SA and in this regard is primarily responsible for the administration and support of Army forces worldwide for certain ADCON functions.

*c.* The Commander, MEDCOM is authorized to communicate and coordinate directly with ACOM, ASCC, or other DRU commanders; HQDA; other DOD headquarters and agencies; and other Government departments, as required, on matters of mutual interest subject to procedures established by CSA.

*d.* Commander, MEDCOM directs all Active Army health services activities involved in providing direct health care support within the prescribed geographical limits of responsibility; designates missions and levels of care to be provided by subordinate military treatment facilities; and determines manpower staffing standards and levels of staffing.

*e.* MEDCOM is dependent on other Army organizations and agencies for appropriate support and services per prescribed regulations and policies and maintains the following relationships:

(1) Coordinates with TRADOC on medical combat development functions and doctrinal concepts and systems for health services support to the Army in the field.

(2) Supervises and evaluates the performance of Army Medical Department RC units when training with MEDCOM activities.

(3) Administers the individual medical training programs for RC personnel performing Advanced Individual Training at MEDCOM activities.

(4) Provides doctrinal support for training and evaluation of both Active Army and RC medical units and individuals throughout the Army.

(5) Coordinates with TRICARE Management Activity to ensure integrated, standardized health care delivery.

(6) Coordinates with Defense Logistics Agency to develop and execute policies and procedures for medical logistics organizations pertaining to Theater Lead Agents for medical materiel.

*f.* For command relationships—

(1) Command relationships for operational Service forces are established by the SECDEF and applicable CCDRs.

(2) Pursuant to the direction of the SA, certain authorities and responsibilities for ADCON of Army forces assigned to a combatant command are shared by the Commander, MEDCOM; ACOMs; the ASCC of the combatant command; and other DRUs. Subject to applicable law, regulation, and policy, the allocation of authorities and responsibilities pertinent to the exercise of shared ADCON will be documented in appropriate agreements/understandings between the commanders of MEDCOM, ACOMs, the ASCC, and other DRUs as appropriate.

## **Chapter 16**

### **U.S. Army Intelligence and Security Command**

#### **16-1. Mission**

*a.* INSCOM synchronizes the operations of all INSCOM units to produce intelligence in support of the Army, combatant commands, and the National intelligence community. INSCOM responds to taskings from national and departmental authorities for Signal intelligence (SIGINT), human intelligence (HUMINT), counterintelligence (CI), imagery intelligence, measurement and signature intelligence (MASINT), technical intelligence (TI), electronic warfare (EW), and information operations (IO).

*b.* INSCOM provides Title 50 USC National Intelligence Program support to combatant commands and Army organizations.

#### **16-2. Functions**

*a.* INSCOM is designated by the SA as a DRU and reports directly to the Deputy Chief of Staff, G-2 (DCS, G-2).

*b.* INSCOM is responsible for the planning and execution of DRU responsibilities by exercising command and control of organic, assigned and attached Army forces.

*c.* INSCOM serves as the principal Army advisor to the Director, National Security Agency/Chief, Central Security Service for the United States Signals Intelligence Directive System and maintains liaison with national agencies for SIGINT operations. INSCOM supports the National SIGINT Special Activities Office program and DOD and DA SIGINT programs; performs worldwide SIGINT operations; advises and assists other Army organizations on SIGINT



**AR 690-700; Chapter 751****Table 1-1: Table of Penalties for Various Offenses**

The following Table of Penalties is found in AR 690-700, Chapter 751. A Table of Penalties is a list of the infractions committed most frequently by agency employees, along with a suggested range of penalties for each. The penalties are graduated in severity based on whether an employee has no previous record of misconduct, has a single previous incident of documented misconduct, has two previous incidents of documented misconduct, etc. More serious types of misconduct have a more serious suggested penalty or range of penalties for a first offense than less serious types.

A Table of Penalties, as stated previously, contains a suggested range of penalties. It is a guide to discipline, not a rigid standard. Deviations are allowable for a variety of reasons. For example, when an employee is being charged with multiple offenses at the same time, it may be appropriate to exceed the maximum suggested penalty for all of the individual offenses. Again, when an employee has repeatedly committed the same offense, even though the employee is being charged with the offense for the first time, it may be appropriate to exceed the maximum suggested penalty. When the offense the employee committed is especially serious, compared to normal degree of the stated offense, there may be a basis for exceeding the maximum suggested penalty. On the other hand, there may be occasions when it may be appropriate to assess a penalty below the minimum suggested for the particular offense. In either event, when assessing a penalty outside the suggested range, there should be a reasonable explanation to distinguish why the penalty is outside the norm, a reason that can be explained to third parties in the event of a review.

- A. Behavioral Offenses for Which Progressive Discipline is Appropriate
- B. Offenses Warranting Punitive Discipline
- C. Penalties Applying to Civilian Marine Personnel (Excluding Harbor Craft Employees)

**A. BEHAVIORAL OFFENSES FOR WHICH PROGRESSIVE DISCIPLINE IS APPROPRIATE**

OFFENSE	NATURE OF OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE	REMARKS
1. Insubordination	Refusal to obey orders, defiance of authority.	Written reprimand to removal	5 day suspension to removal	Removal	
2. Fighting/ Creating a Disturbance*	a. Creating a disturbance resulting in an adverse effect on morale, production, or maintenance of proper discipline.	Written reprimand to 5 day suspension	5 to 10 day suspension	10 day suspension to removal	*Penalty may be exceeded if work is severely disrupted.
	b. Threatening or attempting to inflict bodily harm without bodily contact.	Written reprimand to 14 day suspension	14 day suspension to removal	30 day suspension to removal	*Penalty may be exceeded based on such factors as type of threat, provocation, extent of injuries, whether actions were defensive or aggressive in nature, or whether actions were directed at a supervisor.
	c. Hitting, pushing or other acts against another without causing injury.	Written reprimand to 30 day suspension	30 day suspension to removal	Removal	
	d. Hitting, pushing or other acts against another causing injury.	Written reprimand to removal	Removal		
3. Sleeping on duty	a. Where safety of personnel or property is not endangered.	Written reprimand to 1 day suspension	1 to 5 day suspension	5 day suspension to removal	
	b. Where safety of personnel or property is endangered.	1 day suspension to removal	Removal		
4. Loafing; delay in carrying out	a. Idleness or failure to work on assigned duties.	Written reprimand to 3 day suspension	1-5 day suspension	5 day suspension to removal	

TAG



To Be Filed with Basic FPM Chapter 751

AR 690-700

Chapter 751

## **Discipline**

Contents

### SUBCHAPTER 1. General Provisions

- 1-1. Agency Responsibility for Discipline
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- 1-3. Choosing Among Disciplinary Actions
- 1-4. Determining Appropriate Penalties

### SUBCHAPTER 2. Specific Disciplinary Situations

- 2-1. Fraud, Theft, and Intentionally Dishonest Conduct
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### SUBCHAPTER 3. Written Reprimands

- 3-1. General
- 3-2. Formal Written Reprimand
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*TAB H*

APPENDIX A. Memorandum for Director of the Army Staff dated 22 March 1985, subject: Need for Strong Disciplinary Measures to Help Combat Fraud, Waste and Abuse

\*This is a self-contained chapter. It does not follow the paragraphing of FPM chapter 751.

## APPENDIX A

Memorandum for Director of the Army Staff

DEPARTMENT OF THE ARMY

WASHINGTON, D.C.

22 March 1985

MEMORANDUM FOR DIRECTOR OF THE ARMY STAFF

SUBJECT: Need for Strong Disciplinary Measures to Help Combat Fraud, Waste and Abuse

It is essential that strong and effective measures be applied, consistent with applicable law and regulation, to those individuals who are found to have engaged in theft, fraud, or other intentionally dishonest conduct against the Army.

Service members who engage in this type of misconduct are already subject to punishment under applicable provisions of the Uniform Code of Military Justice and to adverse personnel actions.

Effective with the promulgation of Army Regulation 690-700, Chapter 751, it is the policy of the Army that any civilian employee found to have engaged in theft, fraud, or other intentionally dishonest conduct against the Army will be considered for removal from the federal service. Any lesser penalty will require justifiable mitigating circumstances. It is the duty of all supervisors to ensure that this policy is implemented.

This strong disciplinary posture is a necessary element in the Army's campaign against fraud, waste, and abuse. The vast majority of our civilian employees are honest, hard working, and fully aware of their fiduciary responsibilities to the public. We must assure that they are not required to tolerate or work with those who will not live up to this public trust.

This policy should be given the widest possible dissemination throughout the Army.

**JOHN A. WICKHAM, JR.** John. Marsh, Jr.

General, United States Army Secretary of the Army

Chief of Staff

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## To be filed with basic FPM chapter 751

### AR 690-700

### Chapter 751

#### Subchapter 1. General Provisions

##### 1-1. AGENCY RESPONSIBILITY FOR DISCIPLINE

The broad objective of discipline is to motivate employees to conform to acceptable standards of conduct and to prevent prohibited activities. Discipline is a part of the daily responsibility of supervisors and not merely the action taken at times when an employee deviates from acceptable forms of conduct. The supervisor's most effective means of maintaining discipline is through the promotion of cooperation, of sustained good working relationships, and of the self-discipline and responsible performance expected of mature employees.

##### 1-2. APPLICABILITY

Probationary employees and those serving trial periods are excluded from the provisions of this chapter. See FPM chapter 315, subchapter 8, for guidance on offenses committed by these types of employees.

##### 1-3. CHOOSING AMONG DISCIPLINARY ACTIONS

Disciplinary actions fall into two categories: informal disciplinary actions (oral admonishments and written warnings) and formal disciplinary actions (letters of reprimand, suspensions, involuntary reductions in grade or pay, and removal). Similarly, employee conduct requiring discipline falls into two categories: behavioral offenses for which progressive discipline aimed at correcting the behavior is appropriate and offenses relating to violation of regulations or laws for which punitive sanctions are required. Disciplinary action should be taken for the purpose of either correcting offending employee behavior and problem situations or for the purpose of imposing punishment necessary to maintain discipline and morale among other employees.

a. **Informal disciplinary actions.** Informal disciplinary actions are taken by the supervisor on his/her own initiative in situations of a minor nature involving unacceptable behavior. Oral admonitions and written warnings are normally the first steps in progressive discipline for behavioral offenses and they should be documented (e.g., on the SF 7-B (Employee Record)). \*\* In taking an informal disciplinary action, the supervisor will advise the employee

of the specific infraction or breach of conduct and exactly when and where it occurred. The employee should be allowed to explain his or her side of the incident. The supervisor will then advise the employee that continued violations will result in formal disciplinary action.

#### **b. Formal disciplinary actions.**

(1) Formal disciplinary actions consist of writ-ten reprimands, suspensions, involuntary reductions in grade or pay and removals. Formal disciplinary actions are initiated by supervisors, with advice and assistance on appropriate penalties and other pertinent concerns from the servicing civilian personnel office (CPO). The CPO staff will assure appropriate oral or written coordination with the Labor Counselor on all formal disciplinary actions.

(2) At the time a notice-of-proposed formal disciplinary action is issued, the CPO staff will notify the deciding official of his or her role. (There is no proposal issued for a letter of reprimand). The deciding official will be advised (either by a personal briefing or through an information paper) of procedural and legal requirements in formal disciplinary actions including the requirement to remain impartial and objective. The advice to the deciding official will be the joint responsibility of the Employee Relations Specialist and the Labor Counselor. The advice should be tailored to the discipline proposed and should advise the decider of applicable case law so that he or she can make an informed and judicious decision. At this stage, the advice, if in writing, should not include "privileged" information such as an assessment of the evidence or any recommendation as to penalty.

(3) Decision notices should contain information demonstrating that the deciding official has considered all of the information available, both aggravating and mitigating. Such notices should also explain what weight was given to the aggravating factors in reaching the final decision, and reflect the deliberation of such official concerning the reasons for arriving at the judgment that the employee did or did not commit the offenses charged. \* \* Decision notices must be reviewed by the CPO staff and the Labor Counselor prior to delivery to the employee to ensure that the decision is procedurally sound and legally supportable. In the event that the decision notice cannot be delivered to the employee in person because of absence, notice may be delivered by mail. In such cases, proof of mailing should be established.

#### **1-4. DETERMINING APPROPRIATE PEN-ALTIES**

a. Disciplinary actions under 5 USC 7503 and 7513 must not be arbitrary or capricious; the penalty selected must not be clearly excessive in relation to the offense and to prior practice, and must not otherwise be unreasonable.

b. Table 1-1 sets forth a range of discretionary penalties which the Department of the Army views as a *general guide* to supervisors in administering discipline to employees for particular offenses. In taking such disciplinary actions, supervisors should ensure that comparable disciplinary actions are taken for comparable offenses. The table of penalties is not meant to be an exhaustive listing of all offenses. Appropriate penalties for unlisted offenses may be derived by comparing the nature and seriousness of the offense to those listed in the table. \* \* While the table is provided only as a guide, experience indicates that the reasons for any deviation from the suggested penalties should be fully explained in the notice of proposed disciplinary action. The employee relations staff and the Labor Counselor will be consulted regarding the reasonableness of a penalty.

c. The use of a particular penalty is not mandatory simply because it is listed in the table. Selection of an appropriate penalty involves a responsible balancing of the relevant factors in the individual case. For example, >.since supervisors have a special responsibility for the success of the Army's mission, and their conduct/performance should be an example to other employees, infractions committed by supervisors may call for a more serious penalty than for similar infractions committed by nonsupervisors. Also,. even for offenses where removal is not listed for a first offense, removal for a first infraction may be assessed for an aggravated offense or multiple offenses. Similarly, removal is not required unless the penalty is mandatory by law (see references to the U.S. Code in the remarks column). Oral admonish-meats and written warnings are not considered formal disciplinary actions for the purpose of determining a first, second, or third offense. However, informal discipline may be considered when determining an appropriate penalty. A prior offense of *any type* may form the basis for proposing an enhanced penalty. Thus, a documented first offense of insubordination followed by a charge of fighting could trigger the "SECOND OFFENSE" identified in the table of penalties. In assessing penalties, consideration should be given to the "freshness" of the previous offense in relation to the current infraction. Aggravating factors on which the agency intends to rely for imposition of an enhanced penalty, such as a prior disciplinary record, .offense by a supervisor,< or the egregiousness of the offense, should be included in the notice of proposed discipline so that the employee will have an opportunity to respond to those factors.

d. In selecting an appropriate penalty, the deciding official should distinguish between misconduct for which progressive discipline aimed at correcting behavior is warranted and misconduct warranting punitive discipline. In general, for progressive discipline the deciding official should select the least stringent penalty thought necessary to get the employee's attention and motivate him/her to improve behavior. For punitive discipline, the deciding official should select the strongest penalty warranted to preclude repeated acts of misconduct by the employee concerned and to deter such misconduct by others. The table of penalties is divided into two sections. Offenses in section A are normally considered behavioral offenses whereas offenses in section B are offenses warranting punitive discipline.

Penalty - Table 1-1  
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### **Subchapter 3. Written Reprimands**

#### **3-1. GENERAL**

Written reprimands are made by management officials for the purpose of correcting an employee's conduct, attitude, or work habits, in order to maintain efficiency, discipline, and morale in the civilian work force. All references to written reprimands pertain to formal written reprimands within the meaning of this chapter.

#### **3-2. FORMAL WRITTEN REPRIMAND**

a. **Consideration of formal written reprimand.** A formal written reprimand is appropriate when more stringent disciplinary action other than an oral admonishment is warranted and the circumstances justify the inclusion of a record of the action in the employee's official personnel

folder.

**b. Supervisory procedures before initiation of reprimand.** When a supervisor considers that a written reprimand is required to correct misconduct on the part of a subordinate employee, the supervisor will obtain all available information concerning the alleged misconduct. The supervisor may, at his or her election, discuss the incident with the employee to ensure that all relevant facts are known and to afford the employee an opportunity to explain the basis for his or her actions. Since disciplinary action could result from this interview, supervisors are cautioned that employees may be entitled to union representation during the interview according to 5 USC 7114(a)(2)(B). Supervisors should contact the civilian personnel office (labor relations specialist) to determine appropriate procedures. When a supervisor has elected to interview the employee, the supervisor has the option of discontinuing his or her examination at any time and obtaining the information through other resources. If, during the interview, the employee presents an acceptable explanation for his or her conduct and the supervisor decides discipline is not warranted, the matter will be closed and the employee so advised. If discipline is to be initiated, the supervisor should prepare a memorandum for record of the meeting. When all necessary information is otherwise available and discussion of the misconduct with the employee would be unproductive in the supervisor's opinion, discipline may be initiated without an interview.

**c. Preparation of formal written reprimands.** The civilian personnel office should be consulted to assure that the letter of reprimand is consistent with governing regulations and local disciplinary policy and practices before delivery to the employee. As a minimum, the letter of reprimand should contain-

- (1) A sufficiently detailed description of the violation, infraction, conduct, or offense for which the employee is being reprimanded to enable the employee to fully understand the charges against him or her. Such specifics as the time, place, date, and a description of the incident giving rise to the disciplinary action should be included.
- (2) A statement that the reprimand will be made a matter of record and incorporated in the employee's official personnel folder. The statement will > give the specific period of time (which may not exceed 3 years) < that the disciplinary action will remain a matter of record. (See FPM Suppl 293-31, para S4-5g (2)(b).)
- (3) > A summary of previous offenses if the reprimand follows prior offenses and is considered progressive discipline. < Additionally, if the employee has failed to take any remedial action previously directed, that fact should be included. At this point, it may be appropriate to assess whether or not a reprimand is the best form of action to be taken.
- (4) A warning that future misconduct may result in more severe disciplinary action. This warning will be included in all letters of reprimand.
- (5) Advice, if appropriate, regarding services or assistance (such as the Employee Assistance Program) available to the employee to help overcome the deficiency and avoid future recurrences. The employee will be informed regarding any specific action required on his or her part.
- (6) Information on the appropriate grievance channel the employee may use to contest the reprimand.

### 3-3. WITHDRAWAL OF REPRIMAND

a. A formal written reprimand is not permanent in nature and will be withdrawn from the official personnel folder-

(1) Upon expiration of the period specified in the letter of reprimand, or

(2) Upon departure of the employee from the > Department of the Army, < or

(3) Upon determination through an appropriate adjudicatory procedure or by an appropriate management official of the involved activity that *the* reprimand is unwarranted and must be withdrawn, or

(4) Upon a determination by the initiating supervisor that the employee has sufficiently corrected his or her behavior and the letter of reprimand has served its purpose.

b. At the time a reprimand is withdrawn from the official personnel folder, a review should be made of personnel and supervisory records and files, and all *references* to the reprimand removed unless c below applies.

c. When a reprimand has been cited or relied upon in another disciplinary action, all evidence of the reprimand will not be expunged. A copy of the reprimand will be retained in the adverse action file for the purpose of documenting the employee's disciplinary record.

Table of Penalties

Contents

**AR 690-700; Chapter 751****Table 1-1: Table of Penalties for Various Offenses**

The following Table of Penalties is found in AR 690-700, Chapter 751. A Table of Penalties is a list of the infractions committed most frequently by agency employees, along with a suggested range of penalties for each. The penalties are graduated in severity based on whether an employee has no previous record of misconduct, has a single previous incident of documented misconduct, has two previous incidents of documented misconduct, etc. More serious types of misconduct have a more serious suggested penalty or range of penalties for a first offense than less serious types.

A Table of Penalties, as stated previously, contains a suggested range of penalties. It is a guide to discipline, not a rigid standard. Deviations are allowable for a variety of reasons. For example, when an employee is being charged with multiple offenses at the same time, it may be appropriate to exceed the maximum suggested penalty for all of the individual offenses. Again, when an employee has repeatedly committed the same offense, even though the employee is being charged with the offense for the first time, it may be appropriate to exceed the maximum suggested penalty. When the offense the employee committed is especially serious, compared to normal degree of the stated offense, there may be a basis for exceeding the maximum suggested penalty. On the other hand, there may be occasions when it may be appropriate to assess a penalty below the minimum suggested for the particular offense. In either event, when assessing a penalty outside the suggested range, there should be a reasonable explanation to distinguish why the penalty is outside the norm, a reason that can be explained to third parties in the event of a review.

- A. Behavioral Offenses for Which Progressive Discipline is Appropriate
- B. Offenses Warranting Punitive Discipline
- C. Penalties Applying to Civilian Marine Personnel (Excluding Harbor Craft Employees)

**A. BEHAVIORAL OFFENSES FOR WHICH PROGRESSIVE DISCIPLINE IS APPROPRIATE**

OFFENSE	NATURE OF OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE	REMARKS
1. Insubordination	Refusal to obey orders, defiance of authority.	Written reprimand to removal	5 day suspension to removal	Removal	
2. Fighting/ Creating a Disturbance*	a. Creating a disturbance resulting in an adverse effect on morale, production, or maintenance of proper discipline.	Written reprimand to 5 day suspension	5 to 10 day suspension	10 day suspension to removal	*Penalty may be exceeded if work is severely disrupted.
	b. Threatening or attempting to inflict bodily harm without bodily contact.	Written reprimand to 14 day suspension	14 day suspension to removal	30 day suspension to removal	*Penalty may be exceeded based on such factors as type of threat, provocation, extent of injuries, whether actions were defensive or aggressive in nature, or whether actions were directed at a supervisor.
	c. Hitting, pushing or other acts against another without causing injury.	Written reprimand to 30 day suspension	30 day suspension to removal	Removal	
	d. Hitting, pushing or other acts against another causing injury.	Written reprimand to removal	Removal		
3. Sleeping on duty	a. Where safety of personnel or property is not endangered.	Written reprimand to 1 day suspension	1 to 5 day suspension	5 day suspension to removal	
	b. Where safety of personnel or property is endangered.	1 day suspension to removal	Removal		
4. Loafing; delay in carrying out	a. Idleness or failure to work on assigned duties.	Written reprimand to 3 day suspension	1-5 day suspension	5 day suspension to removal	

instructions	b. Delay in carrying out or failure to carry out instructions within the time required.	Written reprimand to 3 day suspension	1-5 day suspension	5 day suspension to removal	
5. Attendance related offenses	a. Any absence from the regularly scheduled tour of duty which has not been authorized and/or for which pay must be denied (AWOL) or any absence from management directed additional hours of duty (Unauthorized Absence). Includes leaving the work site without permission	Written reprimand to 5 day suspension	1-14 day suspension	5 day suspension to removal	Penalty depends on length of absences. Removal may be appropriate for 1st or 2nd offenses if the absence is prolonged
	b. Failure to follow established leave procedures	Written reprimand to 5 day suspension	1-5 day suspension	5 day suspension to removal	
	c. Unexcused tardiness	Written reprimand to 1 day suspension	1 to 3 day suspension	1 to 5 day suspension. Habitual tardiness warrants removal	Includes delay in reporting at the scheduled starting time, returning from lunch or break periods, and returning after leaving work station on official business. Penalty depends on length and frequency of tardiness.
6. Unauthorized use of alcohol, drugs or controlled substances	a. Unauthorized possession or transfer of alcoholic beverages while on government premises or in a duty status.	Written reprimand to 5 day suspension	5-14 day suspension	14 day suspension to removal	Penalty may be exceeded when aggravating circumstance are present. See AR 600-85.
	b. Unauthorized use of alcoholic beverages while on government premises or in a duty status.	Written reprimand to 14 day suspension	14-30 day suspension	30 day suspension to removal	
	c. Reporting to work or being on duty while under the influence of alcohol, a drug or a controlled substance to a degree which would interfere with proper performance of duty, would be a menace to safety, or would be prejudicial to the maintenance of discipline. See para. 13 for other drug related offenses.	Written reprimand to 30 day suspension. Removal may be warranted if the safety of personnel or property is endangered.	14 day suspension to removal	Removal	
7. Discourtesy	a. Discourtesy, e.g., rude, unmannerly, impolite acts or remarks (non-	Written reprimand to 1 day suspension	1 to 5 day suspension	3-10 day suspension	Penalty for fourth offense within 1 year

	discriminatory).				may be 14 day suspension to removal. Penalty may be exceeded if discourtesy or similar conduct was directed to a supervisor.
	b. Use of abusive or offensive language, gestures, or similar conduct (non-discriminatory)	Written reprimand to 10 day suspension	5 day suspension to removal	30 day suspension to removal	
8. Gambling	a. Participating in an unauthorized gambling activity while on Government premises or in a duty status.	Written reprimand to 1 day suspension	1-5 day suspension	5-30 day suspension	See AR 600-50
	b. Operating, assisting or promoting an unauthorized gambling activity while on Government premises or in a duty status or while others involved are in a duty status.	14 day suspension to removal	Removal		
9. Indebtedness	Failure to honor valid debts where agency mission or employee performance are affected.	Written reprimand	Written reprimand to 1 day suspension	Written reprimand to 5 day suspension	See AR 690-700, chap. 735, app E. There must be a clear nexus between efficiency of the service and the debt complaint.

## B. OFFENSES WARRANTING PUNITIVE DISCIPLINE

OFFENSE	NATURE OF OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE	REMARKS
10. False Statements	a. False statements, misrepresentation, or fraud in entitlements, includes falsifying information on a time card, leave form, travel voucher, or other document pertaining to entitlements.	Written reprimand to removal	30 day suspension to removal	Removal	See para. 2-1. Removal is warranted for a first offense.
	b. False statements or misrepresentations on an SF 171, or other documents pertaining to qualifications, or on any official record not otherwise enumerated.	Written reprimand to removal	14 day suspension to removal	30 day suspension to removal	See para. 2-1. Removal is warranted when selection was based on falsified SF 171 where falsification was intentional (i.e., not an omission or where intent can be



	an employee is entrusted in safeguarding Government property as an absolute requirement of the job (e.g., cashier, warehouse worker, property book officer)				
	c. Willfully using or authorizing the use of a government passenger motor vehicle or aircraft for other than official purposes.	30 day suspension to removal	Removal		See 31 USC 1349. Penalty cannot be mitigated to less than 30 days.
	d. Misuse of Government credentials	Written reprimand to removal	5 day suspension to removal	14 day suspension to removal	
	e. Intentionally mutilating or destroying a public record.	Removal			18 USC 2071
13. Unauthorized use or possession of a controlled substance	a. Introduction of a controlled substance to a work area or government installation for personal use	3 day suspension to removal	Removal		
	b. Introduction of a controlled substance to a work area or government installation in amounts sufficient for distribution or distribution of a controlled substance on a government installation	Removal			
14. Failure to observe written regulations, orders, rules, or procedures	a. Violation of administrative rules or regulations where safety to persons or property is not endangered.	Written reprimand to 1 day suspension	1-14 day suspension	5 day suspension to removal	
	b. Violation of administrative rules or regulations where safety to persons or property is endangered	Written reprimand to removal	30 day suspension to removal	Removal	
	c. Violations of official security regulations. Action against National Security				
	(1) Where restricted information is not compromised and breach is unintentional	Written reprimand to 5 day suspension	1-14 day suspension	5 day suspension to removal	See AR 604-5 and 5 USC 7532
	(2) Where restricted information is compromised and breach is unintentional	Written reprimand to removal	30 day suspension to removal	Removal	
	(3) Deliberate violation	30 day suspension to removal	Removal		
15. Discrimination because of race, color, religion, age, sex, national origin, political affiliation or handicap, or marital status	Prohibited discriminatory practice in any aspect of employment (e.g., employment, appraisal, development, advancement or treatment of employees). Includes failure to prevent or curtail discrimination of a subordinate when the supervisor knew or should have known of the	Written reprimand to Removal			Appropriate penalty depends on the facts in a given case weighed against DA policy that discrimination is prohibited.

	discrimination.				
16. Sexual Harassment. Influencing, offering to influence, or threatening the career, pay, job, or work assignments of another person in exchange for sexual favors OR deliberate or repeated offensive comments, gestures or physical contact of a sexual nature.	a. Involving a subordinate	1 day suspension to removal	10 day suspension to removal	30 day suspension to removal	Appropriate penalty depends on the fact situation in a given case weighed against DA policy that sexual harassment will not be tolerated. Where conduct created a hostile or offensive work environment, removal is warranted for a first offense.
	b. Not involving a subordinate	Written reprimand to 30 day suspension	5 day suspension to removal	10 day suspension to removal	
17. Constitutional Violation	Violation of employee's constitutional rights (i.e., freedom of speech/association/religion.)	Written reprimand to removal	5 day suspension to removal	30 day suspension to removal	
18. Conduct Unbecoming a Federal Employee	a. Immoral, indecent, or disgraceful conduct	1 day suspension to removal	Removal		Includes off-duty conduct if nexus is established.
	b. Solicitation of or accepting anything of monetary value from person who is seeking contracts or other business or financial gain	10 day suspension to removal	Removal		
19. Refusal to testify; interference or obstruction	a. Refusal to testify or cooperate in a properly authorized inquiry or investigation	1 day suspension to removal	5 day suspension to removal	Removal	Witness shall be assured freedom from restraint interference, coercion, discrimination, or reprisal in their testimony.
	b. Interference with attempting to influence, or attempting to alter testimony of witnesses or participants.	5 day suspension to removal	10 day suspension to removal	Removal	
	c. Attempting to impede investigation or to influence investigating officials.	10 day suspension to removal	30 day suspension to removal	Removal	
20. Political Activity	a. Violation of prohibition against soliciting political contributions.	Removal			5 USC 7323, 7324 and 7325
	b. Violation of prohibition against campaigning or influencing elections.	30 day suspension to removal	Removal		
21. Misappropriation	a. Directing, expecting or rendering services not covered by appropriations	Removal			5 USC 3103
	b. Failure to deposit into the Treasury money accruing from lapsed salaries or from unused appropriations from	Removal			5 USC 5501

	salaries.			
22. Job Actions	Participating in or promoting a strike, work stoppage, slow down, sick out or other job actions.	Removal		
23. Reprisal	a. Intentional interference with an employee's exercise of, or reprisal against an employee for exercising a right to grieve, appeal or file a complaint through established procedures.	Written reprimand to removal	5 day suspension to removal	30 day suspension to removal
	b. Reprisal against an employee for providing information to an Inspector General, MSPB Office of Special Counsel, EEOC or USACARA investigator, or for testifying in an official proceeding.	Written reprimand to removal	5 day suspension to removal	30 day suspension to removal
	c. Intentional interference with an employee's exercise of, or reprisal against an employee for exercising a right provided under 5 USC 7101 <u>et seq</u> (governing Federal Labor-Management Relations).	Written reprimand to removal	5 day suspension to removal	30 day suspension to removal
	d. Finding by MSPB of refusal to comply with MSPB order or finding of intentional violation of statute causing issuance of a special counsel complaint.	Written reprimand to removal	Removal	5 USC 1206 (g)(1) and 1207(b)

**C. PENALTIES APPLYING TO CIVILIAN MARINE PERSONNEL (EXCLUDING HARBOR CRAFT EMPLOYEES)** In addition to the penalties listed above that apply to Army employees in general, there are certain offenses for which, under express provisions of law or regulation, civilian marine employees may be punished by removal or even by fine or imprisonment.

OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE	REMARKS
24. Desertion	Removal (mandatory)			Employee forfeits all pay and allowances due from the voyage.
25. Missing sailing of the ship.	Written reprimand to removal	10 day suspension to removal	30 day suspension to removal	
26. Willful disobedience to lawful command at sea.	Written reprimand to removal	10 day suspension to removal	30 day suspension to removal	The offender may be confined until such disobedience shall cease. Pay does not accrue during period of confinement.
27. Assaulting any Master, Mate, Pilot, Engineer or other officer.	Written reprimand to removal	Removal		Upon conviction, offender may be imprisoned not more than 2 years (46 USC 11501).
28. Willfully damaging the ship or her equipment, or willfully embezzling or damaging any of her stores or cargo.	Loss of pay equal to the loss sustained and reprimand to removal.	Loss of pay equal to the loss sustained and 30 day suspension to removal.	Loss of pay equal to the loss sustained and removal.	See 46 USC 11501
29. Smuggling	Removal (mandatory)			For any act of smuggling for which the offender is convicted and whereby loss or damage

is occasioned to the Master or the Army such a sum as sufficient to reimburse the Master of the Army may be retained from offender's wages in satisfaction or on account of such liability.

30. Introducing, selling, possessing, or using intoxicants aboard ship.	5 day suspension to removal.	10 day suspension to removal.	30 day suspension to removal.
31. Unauthorized use or possession of a controlled substance			
a. Introduction of a controlled substance aboard ship for personal use.	5 day suspension to removal.	Removal.	
b. Introduction of a controlled substance aboard ship in amounts sufficient for distribution, or distribution of a controlled substance aboard ship.	Removal.		





## PERMISS

**Category: Management-Employee Relations Program**
**Selecting Appropriate Action**

Penalty Selection & Governing Criteria: The determination of which penalty to impose in a particular situation requires the application of responsible judgment. **Disciplinary action** taken is based on the conclusions that there is sufficient evidence available to support the reason(s) for action and that the disciplinary action is warranted and reasonable in terms of the circumstances which prompted it.

In determining the appropriate penalty, supervisors must observe the principle of "like penalties for like offenses in like circumstances." This means that penalties will be applied as consistently as possible.

The following pages provide the critical factors, often referred to as the 12 Douglas Factors, which should be considered in selecting the appropriate penalty. Supervisors should answer each factor that applies. Once the analysis is complete, the CPAC will provide in-depth advice regarding the procedures to follow in taking these actions.

Note: However, that employees serving a trial/probationary period are not necessarily subject to these considerations.

**FACTORS IN PENALTY SELECTION - THE 12 DOUGLAS FACTORS**

- The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated.
- The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position.
- The employee's past disciplinary record.
- The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability.
- The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's ability to perform assigned duties.
- The consistency of the penalty with those imposed upon other employees for the same or similar offenses in like or similar circumstances.
- The consistency of the penalty with the DA Table of Penalties pertaining to various offenses.
- The notoriety of the offense or its impact upon the reputation of the Department of the Army.
- The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question.
- The potential for the employee's rehabilitation.
- The mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter.
- The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

Content last reviewed: 7/10/2009-RJL

**Related Topics**
**References**

**Army Regulations Online:** AR 690-700,  
Chapter 751

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## PREAMBLE

This Agreement constitutes the complete understanding between the parties, as to those matters contained within this Agreement. As such, the previous contract is extinguished and of no effect or effect after the effective date of this Agreement. Existing memorandums of agreement, memorandums of understanding, and any other agreements that have terms that conflict with the terms of any provision of this Agreement will be renegotiated at the request of either party so as to be consistent with the terms of this Agreement.

If any Article or Section of this Agreement is found to be in violation of law or otherwise unenforceable by a court of law, or by a third party administrative body acting within its jurisdiction, the remaining Articles or Sections will be unaffected and remain in force throughout the duration of the Agreement.

All past practices of the parties existing under the Agreement of September 25, 2000, or its predecessor agreements, are herewith extinguished to the extent they are inconsistent with any provision of this Agreement.



**ARTICLE 1  
RECOGNITION AND COVERAGE**

**SECTION 1. RECOGNITION:**

The Employer recognizes the American Federation of Government Employees, AFL-CIO, Local 1770 (hereafter referred to as the Union) as the Exclusive bargaining representative for all employees included in the bargaining units defined in Section 2 of this Article.

**SECTION 2. COVERAGE:**

The recognized bargaining units covered by this Agreement include all Fort Bragg civilian employees who are paid from Appropriated Funds and who are administered by the Fort Bragg Civilian Personnel Office. Covered employees are all non-supervisory general schedule and federal wage system employees. Excluded from this unit are management officials, supervisors as defined the Title 5 U.S. Code, confidential employees, employees engaged in personnel work in other than a purely clerical capacity, professional employees not identified in the American Federation of Government Employees, AFL-CIO, Local 1770 representational certification(s) and employees engaged in intelligence, counterintelligence, investigative, or security work which directly affects National Security, and certain tenant units excluded by appropriate authority.

**SECTION 3. DEFINITION:**

Subsequent references herein to "Employee" and "Employees" will be understood to apply to all employees of the recognized bargaining units represented by the Union, as described in Article I, Section 2 above. Throughout this Agreement "Civilian Personnel" refers to the Civilian Personnel Office, Civilian Personnel Advisory Center, and/or any other title that may be assigned to the office responsible for Civilian Personnel functions for the duration of this Agreement and any extension(s) of this agreement.

**ARTICLE 2  
RIGHTS AND OBLIGATIONS OF EMPLOYEES**

**SECTION 1. UNION MEMBERSHIP:**

Nothing in this Agreement shall require an employee to become or remain a dues paying member of the Union or to pay any dues money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

**SECTION 2. INTERNAL UNION BUSINESS:**

Each employee has the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union, or to refrain from any such activity, and each employee shall be protected in the exercise of these rights. However, activities performed by any employee relating to the internal business of the Union (including the solicitation of membership, elections of Union officials,

attending Union meetings, and/or collection of dues) shall be performed during the time the employee is in a non-duty status.

### SECTION 3. SUPERVISORY ACCESS:

Each employee is entitled to know who their immediate supervisor is and will have reasonable access to the supervisor during duty hours. In the event an employee receives work instructions which conflict with direction issued by the employee's immediate supervisor, the employee may request clarification from their supervisor if readily available. If the supervisor or their alternate is not readily available, the employee will follow the instructions given by the official of the Employer.

### SECTION 4. FINANCIAL LIABILITY:

In accordance with current governing regulations, employees will not be held financially liable for government property except where the loss, damage, or destruction of such property is the result of negligence or willful misconduct on the part of the employee as determined by a Report of Survey or other appropriate administrative process.

### SECTION 5. EMPLOYEE OBLIGATIONS:

Employees are obligated to:

- a. Actively participate in and promote programs designed to improve work performance, methods, and conditions.
- b. Conscientiously perform assigned duties.
- c. Comply with applicable standards of conduct.
- d. Cooperate and strive to maintain good working relations with their supervisors, fellow employees, and customers.
- e. Be polite and courteous.
- f. Participate in continuing education programs in order to maintain professional competency and keep abreast of change.

### SECTION 6. PROFIT/NONPROFIT ENDEAVOR'S:

Employees will not engage in or become involved in any private business, profit-making or non profit-making endeavor on official duty time or by using Government facilities or equipment.

**SECTION 7. LAW, EXECUTIVE ORDER, REGULATION:**

No employee shall be precluded from exercising any right granted by law, Executive Order, or appropriate regulation except in the limitations concerning grievances and arbitrations established in this Agreement.

**SECTION 8. VOLUNTARY ACTIONS:**

An employee may resign for any reason, at any time. Employees who receive a disciplinary or removal action may resign prior to the effective date of the disciplinary or removal action.

**ARTICLE 3  
RIGHTS AND OBLIGATIONS OF THE EMPLOYER**

**SECTION 1. EMPLOYER RIGHTS:**

The Employer rights and authorities as they existed prior to the signing of this Agreement are retained. Those rights include:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency.
- b. To hire, assign, direct, layoff, and retain employees in the Agency, or suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.
- c. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted.
- d. To make determinations as to the positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.
- e. With respect to filling positions, to make selections for appointments from:
  - (1) Properly ranked and certified candidates for promotion.
  - (2) Any other appropriate source.
- f. In accordance with law, rule or regulation, to take whatever actions may be necessary to carry out the Agency mission.

**SECTION 2. ABILITY TO CONFER:**

Nothing in this Agreement shall preclude the Employer from conferring with the Union on procedures which the Employer will observe in exercising any authority under Section 1 on appropriate arrangements for employees adversely affected by the exercise of any authority by the Employer.

**SECTION 3. MANAGEMENT RESPONSIBILITIES:**

Management Officials and Supervisors will encourage the achievement of high standards of employee performance and the continual development and implementation of work practices to facilitate improved employee performance and efficiency; provide employees an opportunity to participate in the implementation of personnel policies and practices affecting working conditions; and strive to maintain constructive and cooperative relationships between the Employees, the Union, and the Employer.

**SECTION 4. MANAGEMENT NEUTRALITY:**

Management Officials and Supervisors will maintain a position of neutrality with regard to questions of dues paying membership or non-dues paying membership of subordinates in the Union.

**SECTION 5. DONATIONS TO CHARITY:**

Management Officials and Supervisors will not require employees to invest their time, talent, money, or donate to charity, or participate in activities not related to their employment.

**SECTION 6. NEW EMPLOYEE ORIENTATION:**

The Employer will provide the Union advance notification of new employee orientation and provide the Union an opportunity to provide a presentation during new employee orientation.

**SECTION 7. INVESTIGATORY PROCESS:**

The Employer should remember that the employee being investigated can be a valuable source of information during any investigatory process.

**SECTION 8. ANNUAL NOTICE:**

The Employer will annually inform employees of their rights under 5 U.S.C. 7114(a)(2)(B).

**ARTICLE 4  
RIGHTS AND OBLIGATIONS OF THE UNION**

**SECTION 1. UNION RIGHTS:**

The Union has the right to represent all employees in the Bargaining Unit.

**SECTION 2. EXPRESSING UNION CONCERNS:**

The Union has the right to present its views to the Employer, on matters of concern over which the Employer has discretion, and which affect bargaining unit employees. When the Union

presents its concerns, in writing, to the Civilian Personnel Advisory Center the Employer will give them proper consideration and respond to the Union in writing.

### SECTION 3. FORMAL DISCUSSIONS:

The Union has the right to have a Union representative present at formal discussions or meetings between the Employer and Employees. The rights of the Union representative to be present with an employee during the formal discussion shall be subject to the laws, rules, or regulations governing the situation.

### SECTION 4. UNION OBLIGATIONS:

The Union shall encourage employees to actively support the Employer's efforts to remain fiscally sound, eliminate waste, conserve materials and supplies, improve the quality of workmanship, and discourage tardiness, absenteeism, and carelessness. The Union shall encourage employees to actively participate in and promote programs designed to improve work methods and conditions. Conscientiously perform assigned duties; comply with ethical standards of conduct; cooperate and strive to maintain good working relations with their supervisors and fellow employees; be courteous to the public; and recognize the need to participate in continuing education programs in order to keep abreast of changes.

### SECTION 5. NATIONAL REPRESENTATIVES:

Authorized representatives of the AFGE National Union will be allowed to visit the installation at reasonable times on appropriate Union business, provided the President AFGE Local 1770, requests such access, in writing, to the Civilian Personnel Officer, and identifies the purpose of such access to the Employer. The employer must approve the visit in writing prior to the visit. Further, the AFGE National Union official must provide proper identification to the Employer and is subject to the laws, rules, or regulations governing security and confidentiality.

### SECTION 6. INTERNAL UNION BUSINESS:

The Union will insure that employees who engage in internal Union business, such as soliciting membership, collecting dues, election of officers and Union meetings is conducted while such employees are in a non-duty status or on approved leave.

### SECTION 7. STRIKES/SLOWDOWN/PICKETING:

The Union is obligated to abide by the provisions at 5 U.S.C. Chapter 71 concerning strikes, work stoppages or slowdowns and unlawful picketing.

### SECTION 8. THE UNION AND EMPLOYEE RIGHTS:

In accordance with 5 U.S.C. 7116 (b) (1) and (2) the Union shall not interfere with, restrain, or coerce any employee in the exercise by the employee of any right, or cause or attempt to cause

an Agency to discriminate against any employee in the exercise by the employee of any right established under 5 U.S.C. Chapter 71.

## ARTICLE 5 HOURS OF WORK AND TOURS OF DUTY

### SECTION 1. EXCLUSIONS:

This Article is not applicable to Fire Fighters assigned to the Fort Bragg Fire Department and other 24-hour work schedules.

### SECTION 2. DEFINITIONS:

For the purpose of this Article, the following definitions apply except where altered by negotiated Alternate Work Schedules (AWS). Where AWS has been negotiated, the shifts will be governed by written Agreements/MOUS. Article 6 of this Agreement contains information, procedures, and limits on implementing an AWS for bargaining unit employees.

- a. Administrative Workweek: A period beginning Sunday at 12:01 a.m. through the following Saturday at 12:00 p.m. (midnight), seven (7) consecutive calendar days.
- b. Basic Workweek: Normally a period of five (5) 8-hour calendar days, Monday through Friday when possible, and the two days outside the basic work week are consecutive. Some employees may be assigned to staggered start times within shifts (see Section 4 of this Article for the descriptions of the shifts) to efficiently match variable workloads.
- c. Shift: The normal shift at Fort Bragg is an eight (8) hour work period scheduled in advance, which occurs on a day in the workweek of an employee, for which an employee is paid.
- d. Workday: Eight (8) paid hours of work scheduled over not more than 9 hours in a day. A day is defined as a 24 hour period that begins and ends at midnight.

### SECTION 3. LUNCH:

The standard workday will consist of eight (8) hours of work scheduled over a nine (9) hour period with one (1) hour lunch, except in those organizations which have eight (8) hours of work scheduled over a period sufficient to permit a thirty (30) or forty-five (45) minute lunch period. In so far as practicable, the lunch period will be taken at the midpoint of the shift. The lunch period is non-duty time.

- a. In cases where employees in a particular work section desire less than a one hour lunch period, a shorter lunch period of not less than 30 minutes may be established upon approval by the Employer. The Union may submit a written request for a lunch period of less than one (1) hour, but not less than thirty (30) minutes. The Employer will respond in writing to the request within fifteen (15) calendar days. All requests will be carefully considered by the Employer and balanced against the need to have employees with certain skills available to meet the

SECTION 11. TRAINING AND DEVELOPMENT: Within available resources and when enhanced training would benefit the Fire Department, Firefighters may be trained in skills such as advanced firefighting technology, heavy rescue, advanced pump operations, etc.

a. When a firefighter is assigned to any position in which he/she has had no previous or recent experience, he/she will be given a reasonable training period in which to become proficient, as deemed necessary by management. However, this period will normally not exceed sixty (60) calendar days.

b. The Employer agrees to provide and maintain a department library consisting of fire prevention films, books, periodicals, journals, etc., for employees' self-development which may be checked out by firefighters for their use. A list shall be maintained of all current training aides that will be e-mailed to all firefighters within thirty (30) days of the signing of this contract, and at anytime requested by the Union, or when substantial revisions are made to the list. The list will also be posted on Station bulletin boards. When a training aid is requested by a firefighter at Camp Mackall, the item will be sent out as soon as possible.

### **ARTICLE 36 REASONABLE ACCOMMODATION**

SECTION 1. GENERAL: As required by law and regulation, the Employer will reasonably accommodate the needs of qualified employees with known disabilities. In some situations, reasonable accommodation can mean the Employer will change or adjust the position or workplace to enable the employee to perform the essential functions of the position. It is the responsibility of the employee to identify necessary accommodation(s) to the Employer; however, the Employer has the right to choose specific the accommodation(s) it can provide, as long as the accommodation enables the individual to perform the essential functions of the position without endangering the health or safety of the individual or others.

### **ARTICLE 37 ABANDONMENT OF POSITION**

SECTION 1. FAILURE TO NOTIFY: The absence of an Employee coupled with the failure of the Employee to notify and request leave, in accordance with leave request procedures as outlined in the Agreement, from their immediate supervisor or other management official for one (1) pay period, will be considered as abandonment of position and the Employee shall be considered to have resigned from his/her position with the Employer. The Employer agrees to attempt to contact the Employee, via telephone (if the Employee has a telephone), two (2) times and send a letter to the Employee's address (as designated in the electronic personnel system) directing them to return to duty before the resignation personnel action will be processed.

SECTION 2. RECONSIDERATION: A former Employee may present evidence of unusual and compelling circumstances to their supervisor, or their designee, after an abandonment of position, personnel action has been processed. An employee may have a Union Representative present at the meeting with their supervisor or designee.

### **ARTICLE 38**

## DISCIPLINARY ACTIONS

SECTION 1. GENERAL: Discipline should be constructive, taken for just cause, and should promote the efficiency of the service. The parties mutually agree that effective discipline must be taken quickly. Delays in initiating and concluding discipline harm the employee, management and the workforce as a whole.

SECTION 2. PREVENTION OF DISCIPLINARY ACTIONS: Employees, the Employer, and the Union will place primary emphasis on preventing situations requiring disciplinary actions through effective employee-management relations.

### SECTION 3. DEFINITIONS:

- a. Informal Disciplinary Action – an action such as an oral admonition or written warning. There are similar actions that are not discipline at all but are, instead, intended to correct actionable conduct, usually before more serious steps are deemed necessary. Oral warnings and counseling's are examples of these minor non-disciplinary actions.
- b. Formal Disciplinary Action – a written reprimand, a suspension or a removal.
- c. Adverse Action – suspensions for more than 14 days, indefinite suspensions, removals, and reductions of pay or grade are described as adverse actions and are a serious form of disciplinary action

SECTION 4. INVESTIGATION: Disciplinary action will be initiated only after investigation into the facts and circumstances concerning the alleged misconduct. Managers are encouraged to ask questions of employees prior to issuing a disciplinary or adverse action so they have the relevant facts to determine whether or not to proceed with the action. An Employee, who, during questioning or examination in connection with an investigation, reasonably believes that the investigation may result in disciplinary action, has the right to a Union representative, provided the employee makes such a request. If the employee elects to be represented, further questioning of the employee, if any, will be done in the presence of the representative; provided, no unreasonable delay will occur.

SECTION 5. DOCUMENTATION: The Employer will make available to the Employee and/or the representative all documentary evidence used to support a proposed disciplinary action. Copies of relevant evidence will normally be provided with the proposed action. The Employee and designated representative will be given access and the ability to make a copy of any relevant documentary evidence where a copy of the relevant documentary evidence was not provided with the notice of proposed disciplinary action. The Employee or representative can contact the appropriate Human Resource Consultant to obtain access to relevant documentary evidence.

SECTION 6. REPRIMANDS: The procedure for imposing a reprimand is for the Employer to advise the employee in writing of the infraction or breach of conduct, and where and when it occurred. The employee will be advised that continued violations may result in further disciplinary action. Reprimands will state the period that the reprimand will remain in the OPF

and that period may not exceed three years. Reprimands should be removed from the file as soon as possible after the stated period ends. A reprimand may not be cited as an instance of prior discipline in a subsequent disciplinary action unless the subsequent disciplinary or adverse action is initiated before the reprimand should have been removed from the OPF.

**SECTION 7. FORMAL DISCIPLINARY ACTION:** The procedure for taking a formal disciplinary action is for the Employer to issue a notice of proposed disciplinary action which will advise the employee of the infraction or breach of conduct and why the Employer believes the employee engaged in the misconduct. The notice of proposed disciplinary action will also advise the employee when, where and how they may submit matters that they want the deciding official to consider before making a final decision on whether to impose discipline. The Employee will be given at least 15 days to respond, absent exigent circumstances. The employee may seek the assistance of the union and to have the union as a representative.

**SECTION 8. USE OF GOVERNMENT VEHICLES:** An employee may stop a government vehicle along a direct, unrestricted route to their next worksite to take a scheduled break or lunch when approved by appropriate supervisory authority. When the request is approved, this will not constitute willful misuse of a government vehicle nor be used as basis for disciplinary action.

## **ARTICLE 39 GRIEVANCE PROCEDURE**

**SECTION 1. PURPOSE:** The purpose of this Article is to provide a mutually acceptable method of prompt and equitable resolution of grievances. The grieving party is obligated to produce for the grievance official sufficient evidence, if the grievant has access to the evidence, to convince the grievance official that the requested relief should be granted.

**SECTION 2. DEFINITIONS:** A grievance is a complaint; (a) by an employee concerning any matter relating to the employment of the employee; (b) by the Union concerning any matter related to the employment of any employee, (c) by the Union, an employee or the Employer concerning:

- (1) the effect of, interpretation of, or claim of breach of this Agreement, and/or
- (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

**SECTION 3. POLICY and COMMUNICATION:**

a. Most grievances arise from misunderstandings which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and Union agree that every effort will be made by management officials, the Union and grievant(s) to settle grievances at the lowest possible level. It is understood by the Employer and the Union that the initiation of a grievance in good faith by an employee should not cast any reflection on his/her standing with his/her supervisor and his/her loyalty to the organization, nor should the grievance be construed as a reflection on the employee's supervisor.

b. It is understood that grievance meetings will be scheduled with management officials who have the authority to decide the grievance.

c. Communication between the Union and Management or civilian personnel office representatives is encouraged so as to resolve grievance issues as informally as possible. Therefore, no provision of this Article should be interpreted to discourage frequent communication to resolve a grievance matter between the grievant representative and the appropriate person(s) of the opposing party.

SECTION 4. ISSUES WHICH MAY NOT BE GRIEVED UNDER THIS PROCEDURE: The following matters will not be raised as a grievance:

1. Any allegation which by law or applicable regulation may not be raised as a part of a negotiated grievance procedure.
2. Any claimed violation relating to prohibited political activities.
3. Any action concerning any employee benefit over which the Employer has no authority.
4. A suspension or removal under Section 7532 of Title 5 of U.S.C.
5. Any examination, certification, or appointment. Non-selection from among a group of properly ranked and certified candidates, except where claims of procedural violation or non-merit consideration are involved.
6. The classification of any position which does not result in the reduction in grade or pay of an employee.
7. Any matter that has been raised in whole or in part as an Unfair Labor Practice (ULP) by the Grievant.
8. Any action that can be raised through the Equal Employment Opportunity (EEO) law and/or regulations.
9. Any appeals or requests for relief that have been submitted to the Comptroller General or General Services Board of Contract Appeals.
10. Any Prohibited Personnel Practice or issues if the complaint has been raised to the Office of Special Counsel (OSC).
11. A proposed disciplinary action or a proposed performance-based action.
12. Failure of the Agency to adopt a suggestion.
13. An action terminating a competitive temporary promotion within a period of one (1) year and returning the employee to the position from which temporarily promoted or to an equivalent position.
14. Initial formulation of the individual's objectives or individual's performance standards.
15. A discharge during an employee's probationary period.
16. A personnel action as the result of properly conducted Reduction-in-Force (RIF) except where claims of procedural violation in the conduct of the RIF are raised.
17. Any action concerning the Voluntary Early Retirement Authority (VERA) or the Voluntary Separation Incentive Payment (VSIP).
18. Any action processed as an abandonment of position except where claims of procedural violation are raised.

SECTION 5. GRIEVANCE CONTENTS AND FORMAT: The Parties agree that all grievances must be presented in writing and must set forth the following:

- a. The issue giving rise to the grievance;
- b. Whether a meeting is requested;
- c. The provision(s) of law, regulation, or this Agreement which allegedly has been misinterpreted, misapplied, or violated;
- d. Either all relevant evidence and information, or an assertion that relevant evidence is believed to be in the sole possession of the other party; and
- e. The relief sought, which must be personal to the grievant(s);
- f. For Employee grievances: the name and duty organization of the grievant. The employee's title, series, and grade should be included if known.

Grievances may also be filed on CBA Form 2 (Employee Grievance Form). The filing party will complete all blocks on the Fort Bragg Employee Grievance Form before submission to the Fort Bragg Civilian Personnel Director. If the form is incomplete, the non-grieving party will request that the grievant complete any incomplete portions of the CBA Form 2 (Employee Grievance Form.)

SECTION 6. EXCLUSIVE PROCEDURES:

- a. This negotiated grievance procedure shall be the exclusive procedure available to the Union, Employer, and bargaining unit employees for resolving grievances which fall within its coverage. However, an Employee may either grieve or appeal to the US Merit Systems Protection Board, but not both, any adverse action that is within the Board's jurisdiction. An Employee will be deemed to have exercised the Employee's option under this Section when the Employee either timely files an appeal with the Board or a timely grievance is filed under this Article, whichever occurs first.
- b. An employee or group of employees may present their grievances to the Agency and have them adjusted without the intervention of the Union, as long as the Union is informed of the grievance and is given an opportunity to represent the bargaining unit at the grievance proceedings. An employee utilizing this procedure may represent himself or be represented by the Union.

SECTION 7. DECISIONS OF NONGRIEVABILITY:

- a. Issues of grievability will be raised as early as possible as but no later than the date on which the Step 3 decision is issued. Grievability issues are required to be resolved by arbitration prior to addressing the merits of the original grievance. Either party may request a separate hearing on the grievability issue before a hearing is held on the merits of the original grievance. The party alleging nongrievability will be responsible for the arbitrator's entire bill if the issue is found to be grievable. If the issue is found nongrievable, the parties will each pay one-half of the arbitrator bill. If two hearings are held, separate arbitrators shall hear the grievability issue and the merits of the original grievance issue, unless the parties mutually agree otherwise.

b. Other than as specifically stated by this Article, all other provisions of this Agreement's article on Arbitration will apply to grievability arbitrations.

#### SECTION 8. IDENTICAL GRIEVANCES:

a. Should two or more employees have identical grievances, the grievances can be combined if the Employer and Union agree to combine the grievances and process them as one grievance. The decision on the combined grievance will be binding on the other grievances.

b. Amended grievance. The Union and the Employer may agree that a grievance can be amended to add matters when additional, relevant information becomes available during the grievance process.

c. A new grievance must be filed when the parties do not agree to amend a grievance to resolve new matters discovered during the grievance process.

SECTION 9. TIME TO PREPARE A GRIEVANCE: An aggrieved employee in a duty status shall be granted a reasonable amount of official duty time to prepare their grievance but must get permission from the supervisor prior to leaving the worksite. The employee will be given another time and date they can leave the worksite for a reasonable period of time if workload prevents release at the requested time. No grievant will become entitled to overtime pay as a result of official time granted to prepare or present a grievance.

### EMPLOYEE GRIEVANCE PROCESS

#### SECTION 10. STEP 1:

a. The grievant or Union Representative on behalf of the grievant must submit the grievance to the Fort Bragg civilian personnel office. Except for claims of continuing violations, the employee must raise their grievance within 30 calendar days of the issue giving rise to the grievance. The Employer will hold a Step 1 meeting with the grievant within fourteen (14) calendar days after receipt of the written grievance.

b. The Employer, Employer representative, aggrieved employee and/or steward will meet and discuss the grievance. A written decision will be sent through the Union, to the aggrieved employee within fourteen (14) calendar days after the Step 1 meeting. The written decision will offer relief or deny relief. The decision will also contain the scheduled date and time for a Step 2 meeting that will be held if the grievance is not resolved. The Step 2 meeting should be set on a date within 21 days after the date of the Step 1 meeting.

#### SECTION 11. STEP 2

The employee should submit all available relevant information and evidence. The Employer will hold a Step 2 meeting with the grievant within 21 calendar days after the date of the Step 1 meeting. The Employer, Employer representative, aggrieved employee and/or steward will meet and discuss the grievance. A written decision will be sent through the Union to the aggrieved

employee within fourteen (14) calendar days after the Step 2 meeting. Employee grievances resulting from formal disciplinary action will be initiated at Step 2 and must be filed with the civilian personnel office no later than 30 days after the date of the discipline or receipt of the Employer's decision to impose discipline, whichever is later.

#### SECTION 12. STEP 3

If the grievant does not accept the decision of the Step 2 official, and the grievant chooses to pursue the matter further, the grievant or Union Representative on behalf of the grievant must make a written request for a Step 3 meeting within fourteen (14) calendar days after receipt of the Step 2 decision. The request for Step 3 meeting may be addressed to the commander, or commander's designee; the commander is free to designate the Step 3 official. The employee may submit all available relevant information and evidence not already submitted. The Employer will hold a Step 3 meeting with the grievant within fourteen (14) calendar days after receipt of the request for a Step 3 meeting. The Employer, Employer representative, aggrieved employee and/or steward will meet and discuss the grievance. A written decision will be sent through the Union to the aggrieved employee within fourteen (14) calendar days after the Step 3 meeting.

SECTION 13. TIME LIMIT AFTER STEP 3: If the decision is unsatisfactory to the Union, the grievance may be referred to arbitration. Such requests must be made in writing to the Fort Bragg civilian personnel office within thirty (30) calendar days after receipt of the Step 3 decision, or thirty (30) calendar days after the decision was due if a decision was never issued.

SECTION 14. ACCEPTING THE OFFER OF RELIEF: Employer offers of relief/resolution at any step must be accepted in writing.

SECTION 15. TIME LIMITS: Other than as specifically addressed elsewhere, time limits specified in this Article will be extended only by mutual consent of the parties. The party seeking the extension will confirm the request in writing. Failure of the Employer to observe time limits for any step of the grievance procedure will entitle the grievant or Union Representative to advance to the next step. Failure of the Union or the grievant to meet a time limit established in this Article shall be a matter of grievability that may be raised by the Employer as described in Section 7 of this Article.

### **UNION/EMPLOYER GRIEVANCES**

SECTION 16. GENERAL: Except for claims of continuing violation, the Union and the Employer have forty-five (45) calendar days from the date of the occurrence to file a grievance. Union grievances will be submitted in writing to the Fort Bragg civilian personnel office addressed to the commander of the activity involved in the grievance. Employer grievances will be submitted in writing to the Union President. The activity Commander, or designee, will serve as the grievance official for union grievances. Employer grievances will be heard by the Union President or designee. The non-grieving party will hold a grievance meeting, if requested, within fourteen (14) calendar days after receipt of the written grievance. A written decision will be sent to the grieving party within fourteen (14) calendar days after the grievance meeting.

## FORT BRAGG EMPLOYEE GRIEVANCE FORM

<b>1. GRIEVANT(S) NAME: LEVEL</b>  Last                      First                      MI			<b>2. GRIEVANCE NUMBER</b>  _____	<b>3. GRIEVANCE</b> ___ Step 1 ___ Step 2 ___ Step 3
<b>4. TYPE OF GRIEVANCE</b> ___ Individual ___ Union    ___ Agency				
<b>5. GRIEVANT(S) JOB TITLE, SERIES AND GRADE:</b>	<b>6. GRIEVANT(S) ORGANIZATION/UNIT, IMMEDIATE SUPERVISOR'S NAME AND TELEPHONE #</b>			
<b>7. SPECIFIC ARTICLE(S) &amp; SECTION(S) OF THE AGREEMENT ALLEGED TO BE VIOLATED</b>  _____				
<b>8. DATE OF ALLEGED VIOLATION(S)</b>  _____				
<b>9. FILING. List and attach all supporting documents. Use reverse side or attach a separate sheet of paper if needed.</b>  _____				
Number _____		Attachments?    ___ No    ___ Yes		
<b>10. SPECIFIC NATURE OF THE GRIEVANCE. Please describe in detail the facts and circumstances (Who, What, Where, When) that explains how the Article(s) and Section(s) were violated. (List and attach all supporting documents). Only items identified below will be addressed during the grievance. (Use reverse side or attach a separate sheet of paper if needed).</b>  _____				
Attachments?    ___ No    ___ Yes ___ Number				
<b>11. REMEDY OR REDRESS SOUGHT (Use reverse side or attach separate sheet of paper if needed)</b>  _____				
<b>12. GRIEVANT(S) SIGNATURE (Use reverse side or attach separate sheet of paper if needed)</b> DATE		<b>13.</b>  _____		
<b>14. REPRESENTATIVE'S SIGNATURE (If represented)</b> DATE		<b>15.</b>  _____		
<b>16. RECEIPT OF GRIEVANCE: (Last, First, MI)</b>	<b>17. TIME:</b>	<b>18. DATE</b>  _____		