

NEGOTIATED AGREEMENT

between

NAVAL HOSPITAL BREMERTON, WASHINGTON

and

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES Local 48,

AFL-CIO

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PREAMBLE

This agreement is made between the Naval Hospital, Bremerton, Washington, hereinafter referred to as the “Employer,” and Local 48, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the “Union,” and collectively hereinafter referred to as the “parties.”

The intent of the AGREEMENT is to promote the efficiency of the Naval Hospital and the well-being of its employees pursuant to the provisions of the Civil Service Reform Act of 1978 (PL95-454) governing Labor-Management Relations in the federal Service, which hereinafter will be referred to as the “Act.” The parties concur this can best be accomplished through mutual effort and through the establishment of basic understandings relative to personnel policies and practices and other matters affecting general working conditions of unit employees.

Now, therefore, the parties agree as follow:

ARTICLE 1 RECOGNITION AND COVERAGE OF AGREEMENT

Section 1. The Employer hereby recognizes that the Union is the exclusive representative of all employees in the Units as defined in Section 2 below.

Section 2. The two bargaining units to which this agreement applies include all nonprofessional and professional (e.g., register nurse, social worker, pharmacist, physician, industrial hygienist) employees of the Naval Hospital, Bremerton, Washington, including employees of the Branch Clinics at Puget Sound Naval Shipyard; Naval Submarine Base, Bangor; and Naval Undersea Warfare Center, Division Keyport. Excluded are employees described in 5 USC 7112 (b) (1), (2), (3), (4), (6), AND (7). Supervisors and management officials are excluded from the nonprofessional and professional units. Also excluded are employees of the Branch Clinic in Idaho Falls, Idaho, and Branch Hospital in Adak, Alaska.

ARTICLE 2 MATTERS AND PROCEDURES FOR NEGOTIATION

Section 1. The Employer and the Union are obligated to negotiate in good faith on appropriate matters with the objectives of reaching agreement by the diligent and serious exchange of information and to avoid unnecessarily protracted negotiations.

Section 2. If the employer proposes to make changes in personnel policies, practices, or matters affecting working conditions, it will provide verbal notification to the Unit Vice President in advance. Upon request of the Vice President, the employer will provide written notice. The Union shall have five (5) workdays to concur or request formal negotiations. It shall do so by written notice and shall include with the notice, its counter proposals. If this is insufficient time for the Union to review the changes or prepare counter proposals, the Union will be granted a reasonable extension. If the Union does not timely request negotiation and submit written counter proposals, the Employer may implement the

change. Negotiations shall commence no later than 7 workdays after the Union's written notice requesting negotiations.

Section 3. For the purpose of this Agreement, the following terms and definitions are accepted by the parties:

DISCUSS: The term "discuss" where used in this Agreement means the parties will meet and exchange views. This is used where no Agreement is necessary or required, or on matters which are nonnegotiable.

CONSULT: The parties will meet in any attempt to reach agreement on any proposed mid-contract changes in personnel policies, practices or matters affecting the working conditions of unit members. Such exploration of the issues may not necessarily end in agreement.

NEGOTIATE: The process of formal bargaining to include the service of the Federal Mediation and Conciliation Service when necessary.

UNION: Union President or written designee.

ARTICLE 3 RIGHTS OF THE EMPLOYER

Section 1. The Employer retains the right, per applicable laws and regulations, to:

- a. Hire, assign, direct, lay off, and retain employees in the activity, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against employees;
- b. Assign work, make decisions with regard to contracting out, and determine the personnel by which activity operations shall be conducted;
- c. Make selections for appointments from properly ranked and certified candidates for promotion or any other appropriate source; and
- d. Take necessary action to carry out the activity mission during emergency.

Section 2. The right to make reasonable rules and regulations is an acknowledged function of the Employer. In making rules and regulations relating to personnel policy, practices, procedures and other matters affecting conditions of employment, the Union has the right to negotiate appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

Section 3. The rights stated in Section 1 will not preclude an employee's right to register dissatisfaction concerning the procedures employed by the Employer in the exercise of such rights, unless such dissatisfaction is precluded under the negotiated grievance procedure, or a statutory appeal procedure.

ARTICLE 4 RIGHTS OF THE EMPLOYEES

Section 1. Each employee shall have the right to form, join or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under the Act, such right includes the right:

- a. To act for a labor organization in the capacity of a representative and, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities, and
- b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under the Act.

Section 2. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary written authorization by a member of the payment of dues through payroll deductions.

Section 3. Each employee shall have the right to file a grievance over Employer application or interpretation of any law, rule, regulation, practice, and this Agreement and each employee shall be protected in the exercise of such right.

Section 4. An employee may be granted a reasonable amount of official time to confer (either in person or by telephone) with a Union representative about a work related concern. Requests for official time will be made to the immediate supervisor. In submitting such a request, the employee will provide the supervisor with an estimate of the amount of time requested and the purpose of the request. The supervisor, after considering workload and the reason for the request, will determine if and when the request will be approved, and make the amount of official time to be authorized, and make the necessary arrangements including date, time, and location of such conferences with an appropriate Union representative.

Section 5. Employees performance evaluations will not be adversely affected as reprisal for their performing authorized Union activities.

ARTICLE 5 UNION REPRESENTATION

Section 1. Union representation may consist of one Unit Vice President for each unit and a maximum of six stewards from within the two units. The Union shall supply the Employer in writing and maintain with the Employer a current, complete list of all elected officers and all authorized Union stewards.

Section 2. OFFICIAL TIME: Reasonable official time will be granted to employees who are designated Union Representatives for the following purposes:

- a. Receiving, preparing and presenting employee and union grievances and MSPB appeals. (One representative per case.)

- b. Attendance at formal meetings and investigatory interviews as defined by 5 USC 7114 (a)(2). (One representative per case.)
- c. Negotiations/consultation with the Employer in accordance with the provisions of Article 2 of the Agreement. (Minimum of two representatives/Maximum not to exceed the number of management representatives.)
- d. Attendance at committee meetings as specified in other parts of the Agreement.
- e. Preparing for, traveling to and from, and participating in other meetings when authorized by the Employer or the Statute.

Section 3. PROCEDURES FOR OBTAINING OFFICIAL TIME: Prior to leaving the assigned job to conduct appropriate labor-management business, union representatives will forward a completed Request For Official Time form to their supervisor. The supervisor will determine if and when the request will be approved and make the necessary arrangements including date, time, and location of meetings (telephonic or in person) with employees or management officials. The supervisor will annotate the time the representative may leave the work site and return the form to the representative. The representative, upon return to the worksite, will return the form to the supervisor who will annotate the time of return on the form and ensure the timekeeping records are correctly documented.

Section 4. The Employer agrees that duly designated representatives of the Union will be admitted to the installation to meet with Employer or Union representatives on mutually agreed matters.

Section 5. The Union has a right, and will be given the opportunity to be represented at any formal discussions between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment.

ARTICLE 6 EMPLOYER-UNION COOPERATION

Section 1. The employer agrees to furnish the Union a semiannual list of names, work addresses, position titles, grades, or all bargaining unit employees. The Employer will also furnish the Union with a list of bargaining unit separations and new hires by the last day of each month. Unit members' home addresses will not be furnished to the Union; however, as an alternate means of communicating with unit employees, individually addressed mail from the Union will be routed to the employees' work addresses.

Section 2. The parties shall hold a meeting between representatives of each party on the first Thursday of the month. Written agendas will be exchanged at least 2 workdays prior to the meeting. When neither party provides a timely written agenda to the other party, the meeting for that month is canceled unless mutual agreement is reached to hold the meeting. Grievances already filed under the negotiated grievance procedure are not suitable subjects at these meetings. The meetings shall have as their purpose and shall consider such matters as:

- a. The interpretation and application of this Agreement, regulations, directives, and policies.
- b. The correction of working conditions that cause complaints and misunderstandings.

- c. The improvement of productivity, employee morale, working conditions, and employee-supervisor relationships.
- d. The advancement of career opportunities.

Upon mutual agreement during the monthly meeting, the Employer will prepare a summary record of meetings and give a copy to the Union.

Section 3. In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and government-wide regulations.

Section 4. The Employer agrees to provide the Union access to its microfiche reader and printer and any instructions relating to civilian personnel policies and procedures which are located in Operating Management at the Hospital. Should the Union demonstrate a need for a regulation or instruction not available at NAVHOSPBREM, the Employer will furnish a copy of such regulation or instruction upon request.

Section 5. The Employer agrees to furnish to the Union statistical information on race, sex, age, and handicapped employees when requested in accordance with applicable law, rule, and regulation, including information concerning promotions of employees within the above listed categories.

Section 6. The Union will be allowed up to twenty minutes at new employee orientation meetings for purposes of explaining the role of the Union to new employees. Approved packets of Union material may be distributed at this meeting.

Section 7. Prior to filing an unfair labor practice allegation with the Federal Labor Relations Authority, the charging party will provide the charged party with fourteen days advance notice. Such notice shall include a copy of any supporting evidence available to the charging party. The charged party will schedule a meeting of the parties during the notice period at which time the parties will make a good faith effort to resolve the complaint. If at the end of the notice period, resolution has not been obtained, the charging party may file the complaint with the Authority.

ARTICLE 7 HOURS OF WORK

Section 1. The Employer agrees that the basic workweek will normally consist of forty (40) hours of work scheduled for five (5) eight (8) hour days. Monday through Friday inclusive. The basic workweek will not extend over more than six (6) days of the administrative workweek.

Section 2. The Employer will assign employees to the basic workweek to the maximum extent possible permitted by workload, facilities, and space. The Employer agrees to consider the use of volunteers when assigning employees to shifts, rotation patterns, and weekend work; such assignments will be made fairly and equitably. This section does not apply to new registered nurses during their orientation period.

Section 3. The Employer shall maintain stability in shift assignments consistent with the need to provide 25-hour coverage in certain patient care areas. For employees engaged in shift work, the

Employer will post shift schedules for at least 4 calendar weeks. The Employer agrees to provide employees with as much advance notice as possible of shift changes. In making shift changes, the Employer will seek and consider volunteers. Nurses, who so desire, will be scheduled for at least one weekend off per month. When nurses are required to work on their only free weekend in a month, they will be offered overtime and will be notified in writing of the reason for recalling them to work.

Section 4. It is agreed that employees scheduled for relief work will not be assigned to more than two different shifts in any basic workweek except in emergency situations, and the Unit Vice President will be advised for such assignments.

Section 5. Any complaint or disagreement on the changes of assignment shall be handled per the article on grievance procedure. A record of employees; schedules will be maintained by the Employer and may be reviewed by the Union.

Section 6. Holiday work will be rotated to benefit the majority of employees according to their wish and skills required.

Section 7. Time will be allowed, consistent with the nature of the work performed, for employees to change and clean up prior to the eating period and at the end of the workday. In the same manner, a reasonable amount of time will be allowed for employees for the storage, clean up, change, report, and protection of government property, equipment, and tools prior to the end of the workday.

Section 8. The Employer's policy is that normal shift changes will be scheduled so that an employee will be off work for a minimum of 16 hours between shifts.

Section 9. Where shifts are scheduled to include a meal break, the meal break will normally fall between the third and fourth hour of the shift unless workload or emergency situations dictate a different time be scheduled.

Section 10. Where shifts are scheduled not to include a meal period, employees will be given time near their work assignment to eat a meal. This is intended to mean that employees will be permitted to eat a meal during the work shift without interruption of or interference with the regular performance of duty.

Section 11. Employees are permitted to use the Employer's dining facility for the purpose of meal breaks. Only one meal break per 8-hour shift is authorized. Employees scheduled to work day shift who wish to utilize the dining facility may eat during the noon meal serving hours. Employees scheduled to work the evening shift and who wish to utilize the dining facility may eat during the evening meal serving hours. Employees scheduled to work the night shift who wish to utilize the dining facility may eat during the breakfast meal serving hours. Employees working 12 or more hours in overtime status will be permitted to have two meal breaks scheduled.

Section 12. Employees involved in food service work will take their meal break outside of the regularly scheduled Dining Facility's hours of operation to allow for full staffing during peak meal service periods.

Section 13. Employees are permitted a 15-minute rest break during the first and second halves of the workday. The rest breaks will normally occur near the midpoint of each half workday. The parties recognize occasional work requirements may prevent employees from taking breaks. Rest periods will not be cumulative or combined with lunch breaks. Rest breaks will not be denied except where work requirements prevent the granting of such rest periods.

Section 14. To the maximum extent practicable, travel will be scheduled during the basic workweek. When it is necessary that an employee travel outside their regularly scheduled workweek, they will be compensated per current directives. At the employee's request, the Employer will provide a written explanation of the necessity to perform travel outside the employee's basic workweek.

ARTICLE 8 OVERTIME

Section 1. All hours of work in excess of 40 hours in an administrative workweek or in excess of 8 hours in a day, performed by an employee are overtime work and shall be paid per applicable law and government regulation.

Section 2. Overtime assignments will be distributed and rotated equitably based on the Employer's analysis of the work requirements and the qualifications and experience of persons available. Overtime work will not be assigned to reward or punish employees. Upon request, the Employer will make available to the Union relevant overtime records when necessary to settle grievances/complaints.

Section 3. Except in situations involving essential hospital and medical functions, the Employer will provide advance notice of overtime assignments. The Employer agrees to provide the employee with as much advance notice as possible and shall give consideration to the employee's personal circumstances.

Section 4. When the employer directs and employee to perform irregular or occasional overtime work on a nonscheduled workday and the services of the employee are not required for 4 hours, overtime will be paid under the "callback" provisions discussed in the federal Personnel Manual which provides for a minimum of 2 hours pay.

Section 5. Employees who work overtime are authorized a 10 to 15 minute paid break during each 4 hours of overtime worked.

Section 6. When General Schedule employees are required to perform overtime work, the employee has the option of determining whether or not to accept compensatory time in lieu of overtime pay. This provision does not apply to employers where regulation or law denies this option.

ARTICLE 9 ANNUAL LEAVE

Section 1. Employees shall accrue annual leave per applicable regulations, and shall be authorized and encouraged to use accumulations of leave in the interests of good morale, and consistent with normal workload requirements.

Section 2. When the Employer chooses not to schedule 2 or more consecutive weeks of vacation leave, the employee will be given reasons for such denial in writing. The employee may grieve the Employer's decision. For the purposes of vacation leave, the calendar year will be divided into two periods, summer and winter. Requests for summer leave (1 April through 30 September) will be submitted by 15 March, and requests for winter leave (1 October through 31 March) will be submitted by 15 September (this includes scheduling leave which may be forfeited at the end of the leave year). In scheduling such leave, the wishes of the employee will be given prime consideration within the requirements of the Employer. Conflicts in the scheduling of the two (2) week period of summer or winter annual leave between two or more employees will be resolved according to seniority as set by the Service Computation Date (SCD). An employee exercising their right under this article may do so only once during the leave year. Once an employee has agreed upon a vacation period, it will not be changed, if by doing so, the choice of another would be disturbed. The provisions of this section will not preclude an employee from requesting scheduled leave for less than a 2-week period, provided the employee meets the time requirements for the requests. Any leave request outside the specified time periods will be granted, provided such request does not disturb the scheduled leave of other employees and the workload of the Employer permits. The time periods specified in this section will not preclude the scheduling and granting of leave to employees who may be new to the Hospital and who have leave accrued to their credit.

Section 3. When the Employer finds it necessary to cancel scheduled vacation leave, the Employer will consider the employee's circumstances such as deposits paid, reservations made, family situation, and alternates to such cancellation. If after such considerations the Employer finds it necessary to cancel scheduled leave, the employee will be furnished the reasons for such decision in writing which will also notify the employee of the right to grieve the decision.

Section 4. Under unforeseen circumstances, the employee may telephone the Employer and request emergency annual leave. In these situations, the employee will contact the supervisor, or other designated official before the shift begins or as soon thereafter as practicable. If a supervisor or other designated official is not available, information will be provided by the employee so the employee may be contacted. If the Employer determines that a bona fide emergency exists, the leave will be approved. If leave is disapproved, or the employee does not make contact in the manner described above, he/she may be placed in an Absent Without Leave (AWOL) status.

ARTICLE 10 SICK LEAVE

Section 1. Employees shall earn sick leave per applicable regulations. The Employer and the Union recognize the importance of sick leave and the obligation and advantage of the employee to utilize sick leave only for such valid reasons as: incapacitation for the performance of duty by sickness, injury, or pregnancy and confinement; medical, dental, or optical examination or treatment; or when required to give care to a member of their immediate family who is afflicted with a contagious disease.

Section 2. Employees are encouraged to make dental, medical and optical appointments as far in advance as possible and to inform the employer at the time the appointment is made. Request for sick

leave for the above must be made a minimum of two (2) work days in advance, absent justifiable reasons why such request could not be made to comply with the two (2) day requirements.

Section 3. Notification of the incapacitation for duty shall be made to the supervisor or other designated contact prior to the start of the work schedule, if possible. Notification to the appropriate contact person must be made each day of the absence unless the employee has presented Medical Certification that specifies a time period that the employee is to be absent. However, the employee should not assume that submission of such certification constitutes automatic approval of sick leave. Notification will include the nature of the illness/injury. If physically unable to make the notification, the employee will ensure that proper notification is given on their behalf by another person. Sick leave absences extending more than three workdays will be supported by a physician or other licensed practitioner. If a medical certificate cannot be obtained because the illness did not require the services of a physician, the employee shall present a written statement explaining the circumstances in support of the application for sick leave.

Section 4. A medical certification will not normally be required to substantiate applications for sick leave for 3 workdays or less unless the employee has been issued a letter of requirement resulting from misuse of sick leave. Such letters of requirement will be reviewed at 6 months to determine if a continuation is necessary; if sufficient improvement during the 6 month period has not occurred to warrant discontinuing the requirement, the requirement will not again be reviewed for an additional 18 months. The employee may be represented by the Union at this review.

Section 5. CARE OF FAMILY MEMBERS WITH CONTAGIOUS DISEASE. The Employer will grant sick leave in accordance with regulations to an employee who is required to provide care and attendance to an immediate member of the family afflicted with a contagious disease as diagnosed by a physician or other licensed practitioner subject to the following:

- a. Sick leave shall be authorized only during that period of time for which state or local health regulations require quarantine, isolation, or restriction of movement of the patient; and
- b. The employee presents a statement certified by the physician or other licensed practitioner with the diagnosis of the disease, the duration of time that state or local health regulations required quarantine, isolation, or restriction of movement of the patient, and that the employee was instructed by the physician or other licensed practitioner in accordance with state and local health regulations on the specific care required for the patient.

Section 6. EMPLOYEES EXPOSED TO CONTAGIOUS DISEASE. The employer will grant sick leave to an employee, whose presence at work would jeopardize the health of other employees because of exposure to a contagious disease, when such absence from work is prescribed by a physician or other licensed practitioner in accordance with state and local health regulations, and the employee presents a certified statement to that effect from the physician.

Section 7. Advance sick leave may be granted for up to 30 days to employees who are incapacitated with serious disability or ailments and only when:

- a. The absence is for at least 5 consecutive workdays.
- b. All accrued sick leave to the employee's credit has been used.
- c. The absence is supported by an SF 71, Application for Leave, and a medical certificate containing adequate explanation of the illness.
- d. There is reasonable assurance of the employee's return to duty as certified by the employee and doctor in writing.
- e. Annual leave in excess of 80 hours has been used.

Section 8. The Employer will provide prompt assistance to employees in all job related injury cases. Assignments to light duty of an employee will be considered by the Employer per CPI 810.

Section 9. Employees who need leave due to personal or family medical emergencies may apply for donations of annual leave under the Naval Hospital Bremerton's Annual Leave Transfer Program. The need for annual leave donations will be advertised in the Plan of the Day at the employee's request.

Article 11 ADMINISTRATIVE LEAVE

Section 1. The Employer agrees to grant a block of 12 days administrative leave per calendar year to the Union for distribution between the professional and nonprofessional units for the purpose of attendance of representatives at seminars and orientations or briefings relating to matters of mutual concern to the Employer and the employee in their capacity as an employee organization representative. No employee will receive more than 40 hours in any 1 year under this Article. The Employer will receive advance notification of at least 30 days of such training and the names of those individuals who will attend under this Article. In cases beyond the control of the Union, a shorter notice may be accepted by the employee's supervisor. Requests for such training will be submitted in writing by the President of the Union to the Director for Administration, and will include an agenda for the specific training.

ARTICLE 12 LEAVE WITHOUT PAY

Section 1. Employees may be granted leave without pay under applicable statutes and regulations.

Section 2. The Employer recognizes that Union representatives will be elected or appointed as delegates to a Union function which may necessitate an absence from duty. Workload permitting, the Employer will authorize leave without pay when requested by such employees, provided reasonable advance notice is given.

Section 3. Per applicable regulations, employees who accept a full-time position as an AFGE Local 48 representative may be granted leave without pay for up to 1 year.

ARTICLE 13 PROMOTIONS

Section 1. Employee will be promoted on the basis of merit, without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, handicapping condition, or membership or

nonmembership in employee organizations. The overall objective of the Merit Staffing Program is to assure that positions are filled with highly qualified persons and to assure that all employees have an equal opportunity for advancement.

Section 2. The Employer will utilize, to the maximum extent possible, the skills and experiences of its employees. First consideration for placement will be given to qualified hospital employees who apply under a Merit Staffing Program announcement. The Union recognizes that the Merit Staffing Program is but one means of filling vacancies and that other staffing methods may be used to fill vacancies. Other methods may include new appointment, transfer, repromotion, reinstatement, etc.

Section 3. Vacancies to be filled by the Merit Staffing Program will be announced for a minimum of 7 calendar days. Announcements will provide a summary statement of the duties, or required qualifications and of any special factors or elements determined essential for effective job performance. The Union will be provided with a copy of vacancy announcements for bargaining unit positions.

Section 4. Supervisory appraisals and/or evaluations of performance which are prepared within the activity, and which are to be used in the promotion process, shall be shown to the employee by his or her supervisor. Space will be provided on the appraisal or evaluation form for the employee to acknowledge his or her review and comments, if desired, on the appraisal or evaluation.

Section 5. When an employee or the Union have questions/concerns about a specific merit staffing action, the Employer will provide pertinent sanitized information under FPM/CPI335.

Section 6. An employee may submit a voluntary application for promotion at any time in advance of the actual occurrence of a vacancy, but such applications will not be ranked until the actual announcement of the vacancy. It is the employee's responsibility to keep their voluntary application up to date. Applications submitted per this section will be purged at 3 month intervals. On receipt of a voluntary application, the Employer will send a memorandum notifying the applicant of the expiration date and the procedure for maintaining their application on file.

Section 7. Supervisors will keep employees advised of the quality of their work performance and of the means they should use to improve their potential for advancement.

Section 8. When a higher graded position is to be filled on temporary basis in excess of 14 days, the employee will be temporarily promoted beginning with the first day of assignment, if otherwise qualified. For details of 14 days or less, experience gained at a higher grade may be annotated by the employee on an application form.

Section 9. A detail is an assignment on a temporary basis of an employee to perform duties not covered by the official description or definition of his or her position or rating, to another position or rating for the temporary periods of time authorized by the Federal Personnel Manual and Department of Navy regulations.

Section 10. Complaints arising under this article will be processed through the negotiated grievance procedure with the exception of:

- a. Complaints about nonselection from a group of properly ranked and certified candidates.
- b. Complaints arising from an action which the Employer must take pursuant to provisions of statute or instructions of the Office of Personnel Management, Department of Defense, Department of Navy, or Bureau of Medicine and Surgery.

ARTICLE 14 ASSIGNMENT OF WORK

Section 1. The Employer shall consider the views and recommendations of the Union in matters relating to the assignment of work. Employees will be given a copy of their position description on initial assignment and when changes are recorded. Employees may grieve any work assignment with which they disagree. However, employees will continue to perform the assignment unless reversed during the grievance/arbitration process.

Section 2. It is agreed that when an employee in the unit is detailed or assigned to any position in which he/she has had no previous experience, he or she shall be given a reasonable orientation period.

Section 3. The Union will be notified of all details exceeding 14 days to a position having a higher rate of basic pay.

Section 4. Supervisor will ensure that employees are properly credited with the time spent detailed to a position.

ARTICLE 15 POSITION CLASSIFICATION

Section 1. The Employer agrees that upon request employees will be given the opportunity to provide input in the writing of their job/position descriptions.

Section 2. When an employee alleges inequities in their position/job description or classification, the employee shall be furnished information on the appeal rights and procedures set forth in applicable regulations if requested. Employees may elect to be represented by a Union representative in discussing the matter with management or in presenting an appeal.

Section 3. It is agreed that the Employer will notify the Union when a position is to be changed to a lower grade, if that position is within the professional or nonprofessional units.

Section 4. Filing a classification appeal does not deprive an employee of the right to appeal any related adverse actions through appeal procedures. Employees may file a grievance regarding the accuracy of their position/job description. Employees may then file a classification appeal should they disagree with the title, series, or grade of their position.

Section 5. Upon request, the Union will be given a copy of an employee's position/job description. The Union will be permitted to review position classification standards available in the Civilian Personnel Office.

ARTICLE 16 DISCIPLINARY ACTIONS

Section 1. All disciplinary actions shall be taken for just cause. Such actions are subject to being grieved under the negotiated grievance procedure unless otherwise excluded. Disciplinary/adverse actions in excess of 14 days suspension may be appealed through the grievance and arbitration procedure or the applicable statutory procedure pursuant to the provisions of this agreement, but not both. All disciplinary actions taken will contain a signed and dated statement by the employee at the bottom of the notice indicating whether or not the employee wants the Union to receive a copy of the notice.

Section 2. Any written disciplinary letter given to an employee will contain the following statement:

“Should you choose to grieve this disciplinary action, you are entitled to Union representation during the grievance process.”

Section 3. The parties agree that for discipline to be constructive, disciplinary action will be timely initiated and effected per CPI 752.

Section 4. Employees may have a Union representative present during examination by representatives of the Employer in connection with an investigation or examination if:

- a. The employee reasonably believes that he examination may result in disciplinary action against the employee, and
- b. The employee requests representation

Section 5. Letters of admonishment, caution, and requirement and performance warning notices are nondisciplinary and noncontestable. However, the contents of such letters may be grieved. It is the Employer’s policy that such letters will remain on file no longer than 12 months, provided there is no recurrence of the problem addressed in the letter.

Section 6. Should a supervisor or management official have reason to counsel employees on disciplinary or performance matters, it shall be accomplished in a place assuring privacy to the parties.

Section 7. Upon request, the employee or his/her representative will be provided a copy of any document used as a basis for the disciplinary action.

ARTICLE 17 GRIEVANCE PROCEDURE

Section 1. This article provides for an orderly and sole procedure for the processing of employee, Employer, and Union grievances defined in the Act.

Section 2. This procedure is the exclusive procedure available for settlement of all grievances and any claimed violations, misinterpretation, or misapplication of this Agreement or any law, rule, or regulation affecting conditions of employment, including questions of arbitrability, except for the following:

- a. Any claimed violation of the Act relating to prohibited political activities.
- b. Retirement, life insurance, or health insurance; or
- c. Suspension or removal under Sec. 7532 (National Security); or
- d. Any examination, certification, or appointment; or
- e. The classification of any position which does not result in the reduction in grade or pay of an employee; or
- f. Matters appealable under Sec. 5366 (termination of retained grade or pay).
- g. Termination of temporary and probationary employees.
- h. Performance rating warnings.
- i. Incentive awards.
- j. The content of performance elements and standards for an employee's position.
- k. Reduction in force actions appealable to MSPB.
- l. Nonselection under the Merit Staffing Program or other placement/recruitment program.
- m. EEO complaints

Section 3. In the event either party should declare a grievance nongrievable or nonarbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 4. The parties will strive to settle grievances at the lowest level possible. Filing a grievance shall not be construed as reflecting unfavorably on an employee's work reputation, performance, loyalty, or desirability to the organization.

Section 5.

- a. Grievances may be presented and processed by:
 - 1. An employee represented by the Union;
 - 2. The Union on behalf of an employee;
 - 3. An employee on that employee's own behalf;
 - 4. The Union on its own behalf; or
 - 5. The Employer.
- b. In the event that an employee chooses to file a grievance on his own behalf, he may do so without the intervention of a Union Representative as long as:
 - 1. Management notifies the Union of the filing;
 - 2. The Union has the opportunity to be present at any grievance meetings;
 - 3. The Union receives copies of any written decisions; and
 - 4. The employee chooses to represent himself
 - 5. The Union may pursue any grievance filed by an employee concerning a violation of the contract even though the employee desires to withdraw.

Section 6. Grievance shall be filed in writing within 20 calendar days after the even which causes the grievance or the time the employee becomes aware of being aggrieved. The grievance shall contain

specific details (what, where, when, who is involved, etc.) of the grievance and the desired corrective action.

Section 7. Grievances initiated by the Union will be submitted in writing to the Commanding Officer for resolution. All time frames in Step 2 and Section 6 will apply.

Section 8. Grievances by the Employer will be presented in writing to the Unit Vice President. If the Employer is not satisfied with the decision of the Union, the Employer may proceed to arbitration per Article 18. All time frames in Step 2 and Section 6 will apply.

Section 9. At each and every step of the grievance procedure, the Union and the Employer may call a reasonable number of relevant employee witnesses who shall suffer no loss of pay for such service. The parties shall, upon request of the other party, permit inspection of pertinent records insofar as permissible without violating laws, regulations, or Government policy for the purpose of substantiating the contention or claims of the parties.

Section 10. The Union and the Employer agree that when several employees have an identical grievance (where no individual variations are involved), the Union and the Employer will call the aggrieved employees together and the Union will select one case for processing under the grievance procedure. The employees will be advised that in processing one grievance for the group, the decision on the case selected will be binding on all affected employees. Names of all employees involved in this procedure will be made part of the record of the case selected for processing and when a decision is made on the grievance each employee will be individually notified.

Section 11. Failure of the Employer to answer grievances within the time limit specified will permit the grievance to be referred to the next succeeding step of the procedure. Any grievance not appealed from a decision within the time limit specified shall be considered settled on the basis of that decision and not subject to further appeal. Extensions of time limitation may be granted by mutual consent.

Section 12. The following steps will be followed in processing grievances under the provisions of the grievance procedures:

(STEP 1) The grievance shall be presented to the immediate supervisor. Within 7 calendar days of receipt of the grievance, the supervisor will meet with the grievant and the Union representative and accept any evidence presented. The supervisor will provide a written decision to the employee and the Union representative within 7 calendar days of the meeting. If the grievance is not resolved at this step, it may be advanced to Step 2 within 7 calendar days of the Step 1 decision.

(STEP 2) The grievance shall be forwarded to the office of the Commanding Officer. A meeting will be scheduled within 14 calendar days of receipt of the grievance between the parties. Relevant evidence may be presented at this meeting. A written decision will be given to the employee and the Union representative within 14 calendar days of the meeting. Should the written decision fail to resolve the issue, it may be advanced to arbitration under the provisions of Article 18.

For purposes of determining the Step 2 official, the following procedures applies:

- a. Adverse action grievances (Removal, demotions, and suspensions of more than fourteen days) will be referred to the Commanding Officer for resolution at Step 2 of the procedure. Step 1 of the procedure is waived.
- b. All other grievances will be referred to a management official designated by the Commanding Officer.

ARTICLE 18 ARBITRATION

Section 1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, either party may invoke arbitration proceedings within 15 calendar days of the final decision on the grievance upon written notification to the other party.

Section 2. Within 5 workdays from the date of the request for arbitration, the moving party shall request the Federal Mediation and Conciliation Service to provide a list of seven impartial persons qualified to act as arbitrators. The parties shall meet within 7 workdays after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the union will strike one arbitrator's name from the list of seven and will then repeat this procedure until one person remains, who shall be the duly selected arbitrator.

Section 3. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

Section 4. The arbitrator's fee and the expenses of the arbitration, shall be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. The employee's representative, the aggrieved employee and witnesses who have direct knowledge of the circumstances and factors bearing on the case shall be excused from duty to participate in the arbitration proceeding without loss of pay or charge to annual leave.

Section 5. The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than 30 calendar days after the conclusion of the hearing unless the parties mutually agree to extend the time limit. If either party cannot accept the arbitrator's decision, they may file an exception with the Federal Labor Relations Authority.

Section 6. The arbitrator shall not change, modify, alter, delete, or add to the provisions of this Agreement.

Section 7. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

ARTICLE 19 SAFETY AND HEALTH

Section 1. The Employer and Union will cooperate in the continuing effort to eliminate and reduce accidents and health hazards. The Employer agrees to provide a safe and healthful work environment

for all employees and will comply with Federal, state, and local laws and regulations relating to the health and safety of its employees.

Section 2. The Employer shall appoint one member nominated by the Union to the Shop Safety Committee. The names of Committee members will be posted on bulletin boards. The Union representative on the Safety Committee will be in a duty status when performing authorized Committee duties. The Committee will meet at least quarterly.

Section 3. Personal Protective Equipment, when necessary and required, shall be furnished by the Employer and used by the employees.

Section 4. The Employer will strive to provide adequate ventilation, heating, and cooling of employee work areas within buildings to avoid adverse impact on employee health and safety.

Section 5. The Employer will administer the Civilian Employee Assistance Program for employees including alcoholism, drug abuse, and other personal problems that affect job performance. If an employee requests assistance, participates in, and completes the prescribed program, the Employer shall consider this in determining disciplinary action. If an employee requests assistance and is undergoing a prescribed program of treatment and care, sick leave shall be administered per CPI 792 and this Agreement. Upon request, one designated Union representative may be given the opportunity to attend Employer Assistance Program. The Employer shall inform employees and supervisors not less than annually of the Civilian Employee Assistance Program.

Section 6. The Union will be notified of OSHA and NOSHIP inspections in a timely manner. One Union representative will be granted official time to participate in such inspections to the extent that the inspecting agents permit such participation. One Union representative will be granted official time to attend out briefs at the discretion of the Commanding Officer.

Section 7. Upon medical provider notification that an employee is pregnant, an Industrial Hygiene/Occupational Health workplace assessment will be conducted and a medical opinion rendered as to potential health risks to the pregnancy in accordance with applicable Navy directives.

Section 8. The Employer agrees to recognize such stress issues as carpal tunnel syndrome, eye strain, etc. Ergonomic and environmental design improvements will be considered as new equipment is purchased, and work methods may be modified to preclude repetitive stress type injuries as required.

ARTICLE 20 TRAINING AND EMPLOYEE UTILIZATION

Section 1. The Employer and the Union agree that the training and development of employees is mutually beneficial. The Union may make recommendations to the Employer relative to the training of employees. The Employer will consider recommendations and implement any approved recommendations. The parties agree to meet at the request of either party for the purpose of exchanging information concerning the overall training program of all employees.

Section 2. When training is provided solely for the purpose of providing an individual an opportunity for advancement, or when training would provide an advantage to an individual for advancement, such training should be made available under competitive merit staffing procedures.

Section 3. When new graded positions requiring new techniques or abilities are established, the Employer will consider training interested, qualified employees. The parties agree to stress to the employees the need for self-development and training to increase efficiency and productivity.

Section 4. Wherever technological changes cause abolishment of some unit jobs and establishment of others, the Employer agrees to make reasonable effort to utilize the abilities and skill of the displaced employees, or to train employees to develop the skills necessary for reassignment. The Employer retains the discretion to determine whether such training is practical, and to determine the methods, scheduling, duration, type, content, and other characteristics of the training. The Employer will bear the expense of any Employer offered training to the extent permitted by law and regulation and the availability of resources.

ARTICLE 21 PERFORMANCE APPRAISAL

Section 1. The determination of performance elements and standards is reserved to management. Employees will be provided the opportunity to give input to the elements and standards, which will be considered by supervisors in finalizing their employee's performance plans. Employees who disagree with their performance requirements, or do not understand them, may request in writing that the reviewing official modify and/or explain the requirements.

Section 2. Performance elements and standards will normally be set for employees within 30 days of the beginning of the appraisal period. Newly appointed employees, or employees placed into different jobs, will normally have performance elements and standards set within 30 days. Employees will be furnished a complete copy of their performance plan. Changes to established performance elements or standards will be given to the employees in writing and discussed with the employees.

Section 3. Eligible employees will receive a written performance appraisal within 90 days of the end of the annual rating period. The appraisal will be based on a comparison of employee performance with the performance standards established for their position. A private discussion of each employee's performance will normally be held by the supervisor within 30 days of the end of the rating period; however, the supervisor will not be able to disclose the final ratings until approved by reviewing officials. Employees dissatisfied with their appraisals may attach a memorandum of rebuttal and/or file a grievance. An employee's signature on the appraisal form acknowledges receipt of the form and does not necessarily indicate concurrence with the rating.

Section 4. Informal discussions between the employee and the supervisor concerning performance are a normal part of the supervisor/employee relationship and should occur throughout the appraisal period; however, a scheduled mid-year performance review will be conducted.

Section 5. When the supervisor determines the employee is performing at an unsatisfactory level, the employee will be notified in writing of the requirements the employee is failing to meet, the action which must be taken by the employee to improve to the acceptable level, and must specify what assistance will be provided to the employee to help them improve (including training where appropriate). An employee may be reduced in grade or removed for failure to correct unsatisfactory performance at any time during the appraisal cycle, provided a current performance appraisal had been given to the employee. The employee will be given at least 30 days to bring their performance up to an acceptable level prior to the issuance of any adverse action proposal under CPI 432.

Section 6. Completed performance appraisal forms for the last three rating periods will be maintained in the Official Personnel Folder and a copy of the appraisal will be provided to the employee. Supervisors will maintain any appraisals and performance notes in a manner which will protect the privacy of their employees.

ARTICLE 22 USE OF EMPLOYER FACILITIES

Section 1. The Employer will provide a furnished office for the Union of sufficient space for a desk, file cabinet, and four chairs. The Union will pay any toll charges for calls made from their phone. Should it become necessary of the Employer to recover the office space, the Employer will give the Union 30 days written notification with the reason(s) noted. The Employer will offer alternate office space, if available, and will meet with the Union to consider other alternatives.

Section 2. At the request of the Union, the Employer will provide adequate facilities for up to 15 people for official meetings of the units during the nonduty hours of the employees involved, subject to availability of space.

Section 3. The Union shall have use of the telephone systems, provided no expense is incurred to the Employer.

Section 4. The parties agree that parking is of primary concern for all Employees, military, civilian, and contractor.

Section 5. The goal of the parties is to:

- a. Ensure parking is assigned fairly and equitably:
- b. Minimize traffic congestion; and
- c. Ensure maximum utilization of available parking spaces.

Section 6. Lots H, L, M, N, O, P, R, T and Boone Road will be open parking.

Section 7. Lots A, B, C, D, J and V will provide for designated parking.

- a. An equitable percentage of parking spaces in each of the lots contained in this section will be designated bargaining unit spaces. This percentage is based on the number of bargaining

unit members in relationship to other hospital employees. The current percentage is 33%. This figure will be adjusted each March based on the criteria above.

- b. The Union will provide the Employer in March of each year with the criteria which unit employees will be assigned parking spaces in these lots. Included in that criteria will be a reasonable oversubscription of each lot to ensure maximum utilization of these spaces.
- c. The reminder of spaces in these lots will be administered by the Employer.

ARTICLE 23 PUBLICITY

Section 1. The Employer will provide two bulletin boards for display of Union-related material; one on the first floor, and one outside the Union Office. Space will be provided on the Sublevel of the Hospital and at each Branch Clinic for placing a Union-furnished bulletin board. The bulletin boards will be posted in employee-trafficked areas with the Employer approving/disapproving their location. Board size will not exceed 2 feet by 4 feet. The Union will maintain bulletin boards in a neat and orderly manner.

Section 2. The Employer reserves the right to review the material posted on Union bulletin boards to ensure that it conforms with regulations and the standards of good taste appropriate to display on a Federal reservation and in a hospital.

Section 3. The Employer agrees to print this agreement in booklet or pamphlet form and to make copies available to all members of the units. The Employer agrees to furnish 25 copies of the agreement to the Union.

Section 4. Upon request, the Union is permitted to have meeting notices and lists of representatives published in the Plan of the Day once per month.

Section 5. The Union will be allowed to have recruiting drives. Subject to space availability, the employer will furnish space for meetings with employees. Such recruiting meetings will be held during the non-duty time of the employees. Employees who desire to attend will do so on their own time or will be required to take annual leave. The Union will notify the Employer fifteen (15) calendar days prior to conducting recruiting drives.

ARTICLE 24 EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the union agree to cooperate in providing equal opportunity for all qualified persons, to prohibit discrimination because of age, sex, race, creed, color, political affiliation, religion, national origin, marital status or handicapping condition, and to promote the full realization of equal employment opportunity through a positive and continuing effort.

Section 2. The Union agrees that in its policies and practices there shall be no discrimination against any employee on account of age, sex, race, creed, color, political affiliation, religion, national origin, marital status or handicapping condition, and to promote the full realization of equal employment opportunity through a positive and continuing effort.

Section 2. The Union agrees that in its policies and practices there shall be no discrimination against any employee on account of age, sex, race, cred, color, political affiliation, religion, national origin, marital status or handicapping condition.

Section 3. Each party agrees to advise the other of equal employment opportunity problems and to jointly seek solutions to such problems through cooperative effort as provided in this agreement and the Employer's regulations.

Section 4. The Employer agrees to appoint at least one member nominated by the Union to the Ethnic Heritage Committee. Each Union nominee so appointed will be trained in the EEO Program as required by applicable regulations.

Section 5. A copy of the Employer's periodic equal employment opportunity reports will be provided to the Union.

ARTILCE 25 DUES WITHHOLDING

Section 1. The Employer shall deduct dues from the pay of all eligible members of the Union who voluntarily authorize such deductions and per the procedure set forth herein.

Section 2. Each member in good standing of the Union shall have the right to make a voluntary allotment from her/his pay for the payment of regular periodic dues each payroll period, as well as the right to revoke such an allotment should he/she desire to do so.

Section 3. The amount to be withheld each pay period will be communicated to the Employer by the Union on the Standard Form 1187, Voluntary Allotment of Union Dues. Dues will not be withheld for any pay period in which the allottee's net pay after other legal and required deductions is insufficient to cover the amount of the dues allotment.

Section 4. The Union is responsible for procuring the prescribed allotment form (Standard Form 1187); distributing the forms to members; certifying as to the amount of its dues; delivering complete forms to the Employer; and educating its members on the program for allotments for payment of dues, its voluntary nature and the uses of availability of the prescribed allotment forms.

Section 5. Deduction of dues shall begin with the first pay period after the receipt of the Standard Form 1187 by the servicing Payroll Office, providing that such receipt occurs at least 1 week prior to the beginning of a biweekly pay period.

Section 6. The Union shall promptly notify the Employer when a member is expelled, suspended, or for any other reason ceases to be a member in good standing.

Section 7. An employee who initiates dues deductions and requests revocation of this deduction within the initial year will have the revocation take effect on the first pay period beginning on or after the first anniversary date the dues went into effect. An employee who has completed the initial 1-year period and requests revocation of the union dues deduction (by Standard Form 1188) will have the

revocation take effect on the first pay period in September following their anniversary date provided the revocation is received by the payroll office no earlier than 1 August nor later than 31 August.

Section 8. The Union will designate an officer to receive the remittance by check of dues withheld, and a listing of names and amounts withheld. The Union will furnish to the Employer the name and address of this individual and changes thereto.

ARTICLE 26 DIRECT DEPOSIT

Section 1. Employees are encouraged to use the electronic transfer of their pay. The use of such transfers is economically beneficial to the Agency.

Section 2. The parties mutually agree that the economic issue, as well as employee rights, are worthy goals.

Section 3. Employees currently using the electronic method of pay will continue the use of electronic transfer of pay after the effective date of this agreement. Employees not using the electronic transfer of pay on the effective date of this agreement may continue to receive their paychecks as usual.

Section 4. Any employee hired or transferred into the bargaining unit after the effective date of this agreement will be required to utilize the electronic transfer method of receiving pay.

ARTICLE 27 GENERAL PROVISIONS

Section 1. The Employer agrees to place the Union on the distribution list for activity-wide instructions and notices relative to civilian personnel matters.

Section 2. Employees will be granted time to discharge civic responsibilities, such as jury duty or voting, consistent with applicable laws and regulations.

Section 3. When official correspondence addressed to an employee is personally adverse or derogatory, it shall be routed to the employee in a sealed envelope.

Section 4. Any written document which adversely affects a unit employee will be shown to the employee at the time of occurrence if such disclosure is not contrary to law or higher directive. The employee will be permitted to initial the document and to comment on its content.

Section 5. The Employer shall give the Union 30 calendar days notice of its intent to solicit bids for contract work and/or use military personnel which may result in a reduction in force, demotion, or elimination of an historically civilian position. Such advance notice will provide a full explanation of the reasons for making this change and will afford the Union an opportunity to file a protest within 10 workdays. The Employer will consider the protest and shall furnish the Union a written decision. The use of military personnel will be per law or regulation.

Section 6. Where employees are required by the Employer to wear a uniform, the same policy (uniform allowance or uniform furnished) will apply throughout the Hospital and Branch Clinics. Food service employees will be provided five smocks each.

Section 7. All new employees will normally receive orientation within 30 calendar days of the effective date of employment. This orientation will include the information that AFGE Local 48 is the exclusive representative of the units. The employee will be provided a copy of this Agreement and the duty phone number of the Unit Vice President.

Section 8. Employees who "brown bag" (carry their own lunches) are authorized to use existing dining facilities. Only employees making a purchase are allowed in the food serving area. Employees who use the dining facility, or who "brown bag" and eat their lunch any place, will dispose of their own trash.

Section 9. Employees shall be permitted to observe Holy Days of their religious faith in accordance with applicable regulations.

Section 10.

- a. Smoking is prohibited in all hospital work spaces, buildings, and government vehicles. Smoking is also prohibited in common spaces such as all entrances to buildings, lobbies, lounges, stairways, rest rooms, elevators, corridors, and all other areas which share a common airway with another space.
- b. The Employer has established a goal of eliminating smoking on the premises during the life of this agreement. The parties will establish a joint committee to examine the feasibility of attaining that goal and recommend interim policies and procedures.
- c. In the interim, the Employer will establish a designated smoking area outdoors which will afford a degree of protection from the elements. This will be accomplished prior to implementing the changes contained in 10 (a) above.

ARTICLE 28 DURATION AND CHANGES

Section 1. This Agreement as executed by the parties shall remain in full force and effect for 3 full years from the date of approval by the secretary of the Navy and shall be automatically extended for successive periods of 1 year unless either party gives written notice, within the time limits listed below, to the other party of intent to reopen this Agreement for renegotiation of any or all of its provisions. Further, it is provided that this Agreement shall terminate at any time it is determined that the Union is no longer entitled to exclusive recognition. On the request of either party, the parties shall meet to commence negotiations on a new agreement no more than 60 days nor less than 30 days prior to the expiration date of this Agreement. Prior to any 1 year automatic extension, the contract will be brought into conformance with Agency policies and regulations required by law, and will be subject to approval by the Secretary of the Navy.

Section 2. The Agreement, except for its duration period as specified in Section 1 of this Article, is subject to opening only as follows:

- a. Either party may request a reopener and discuss modification of the Agreement anytime after 12 months of the effective date of the Agreement. The notice shall include the modifications desired. A conference between the parties will be convened within 30 days after the date of the notice. Each party will be limited to no more than one such conference during the 3-year life of the Agreement. Each party will also be limited to submitting three proposals at any one reopening conference. A proposal may include a change in one or more sections of an article, and/or an introduction or deletion of an article.
- b. It shall be opened for amendment upon written request of either party made within 15 workdays after receipt of any order, instruction, or regulation which subsequently alters the discretionary authority of the Employer with regard to any item dealt with in this Agreement. Request for such amendments must include a summary of the amendments proposed and make reference to the appropriate order, regulation, or instruction upon which such amendment is based. The parties shall meet within 15 workdays after receipt of such request to open negotiations on such matters. No changes shall be considered except those bearing directly on the scope of such order, regulation, or instruction, and the discretionary area(s) which the same delegates to the Employer.

Section 3. No agreement, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by any employee or group of employees with the Employer, and in no case shall it be binding upon the parties hereto until approved by the Secretary of the Navy.

Section 4. The waiver of any provision or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.