

# Negotiated Agreement

## Naval Hospital Beaufort/AFGE



American Federation of Government Employees Local 2796 AFL/CIO  
Naval Hospital Beaufort, SC



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**PREAMBLE**

This Agreement is made by and between Naval Hospital Beaufort, South Carolina, hereinafter referred to as the "Employer" and the American Federation of Government Employees, AFL-CIO (AFGE) Local 2796, hereinafter referred to as the "Union". Whenever the language in this agreement refers to specific duties or responsibilities of the Employer, it is intended to be a reference as to how a situation maybe handled. The parties agree that all provisions of this Agreement shall be applied fairly and equitably to all employees in the Unit.

**ARTICLE 1**  
**DEFINITIONS**

The following are definitions of certain terms as they are to be applied in administering this Agreement.

1. **Agreement**. The collective bargaining agreement executed between the Employer and the Union governing the personnel practices, policies, and working conditions of employees in the consolidated Unit.
2. **Consultation**. For purposes of this agreement, an exchange of views and opinions on matters of mutual concern. Consultations and negotiations are not the same. Consultations allow discussions of a broader range of topics than negotiations. Unlike negotiations, consultations are not aimed at reaching an agreement and are not subject to impasse proceedings. Consultations only require that each duly consider the views of the other.
3. **Day**. A calendar day (unless otherwise specified in the body of the agreement).
4. **Employee**. An employee in the Bargaining Unit.
5. **Employer**. The Naval Hospital Beaufort, Beaufort, South Carolina, who along with the Union is a party to this Agreement.
6. **Negotiate**. Meet and confer, bargain, or otherwise communicate for the purpose of discussion and settlement of terms leading to a collective bargaining agreement.
7. **Position**. A position within the Bargaining Unit.
8. **Pre-Action investigation**. An investigation to inquire into, discover, and report pertinent facts concerning a matter which may involve disciplinary or adverse action. The investigation process itself is not a corrective action.
9. **(The) Statute**. The Federal Service Labor Management Relations Statute, Chapter 71 of 5 U.S.C. (originally enacted as title VII of the Civil Service Reform Act).
10. **Supervisor**. An agent of the employer exercising managerial authority with regards to employees.
11. **Union**. The entity acting as an agent for the American Federation of Government Employees, AFL-CIO, for purposes of representing the

employees in the Unit and along with the Employer, a party to this Agreement.

12. **Unit.** Bargaining Unit/Union AFGE 2796 and all covered positions.

## ARTICLE 2

### MATTERS SUBJECT TO NOTIFICATION AND/OR NEGOTIATIONS

SECTION 1. It is agreed and understood that subjects appropriate for notification or negotiation between the Employer and the Union include personnel policies, practices, and matters affecting working conditions of Unit employees.

SECTION 2. For purposes of this Agreement, notification is defined as any dialogue, either written or oral, between the parties on specific issues. Oral notifications may be provided for temporary moves. Temporary moves are those that are in effect for less than ninety (90) days.

SECTION 3. Either party desiring or having a requirement to consult with the other party will give advance notice to the other party. Such notice shall include a statement on the subject matter to be discussed.

SECTION 4. For purposes of this Agreement, the term "negotiation" is defined as any dialogue, either oral or written, between the Employer and the Union on a specific issue with the objective in mind of reaching a mutual written agreement regarding the proposed implementation of personnel policies, practices, and matters affecting conditions of employment of Unit employees to the extent that such matters are negotiable and within the intent of 5 U.S.C. 7117.

SECTION 5.

a. Employer will notify the union prior to issuing, revising, or canceling rules and regulations relating to personnel policies and practices and matters affecting working conditions, Employer shall give due regard to its obligations regarding consultation and negotiation, as set forth in Section 1 of this Article, 5 U.S.C. 7113 and 7117.

b. If after being informed by the Employer of a proposed change referenced above, the Union believes it appropriate and desirable to negotiate the issue, it will, within ten (10) working days after being informed by the Employer, submit a written request to the Employer to open negotiations on the specific issues. The Employer will respond in writing within twenty (20) working days upon receipt of the Union's request to negotiate the above issues. Failure by the Union to submit a timely request shall constitute a waiver by the Union to negotiate such changes

**ARTICLE 3**  
**LABOR-MANAGEMENT RELATIONS**

SECTION 1. It is agreed by the PARTIES that the policy regarding labor-management relations is:

A. To conduct the relationship in a climate of cooperation, understanding, and Partnership.

B. For the PARTIES at all levels to demonstrate affirmative willingness in working toward the continued improvement of personnel policies, practices, and matters affecting working conditions, and the resolution of problems at the lowest appropriate organizational level.

C. To safeguard and respect the right of EMPLOYEES to form, join and assist, without fear of penalty, any lawful Union as defined by the STATUTE.

SECTION 2. An EMPLOYER and its associated UNIT agree to meet as the need arises to discuss personnel policies and practices, problems which are recurring in nature, and any matters affecting the general working conditions of their EMPLOYEES. Such meetings may be requested by either PARTY. Should either PARTY request a meeting with the other, it is agreed that they shall meet promptly and in the spirit of complete Partnership.

SECTION 3. The PARTIES to the discussion have rights and obligations under the STATUTE to present their views and to objectively consider the views of the other PARTY.

SECTION 4. The PARTIES recognize that they have a common interest and obligation to bargain collectively in good faith, pursue solutions that promote increased quality and productivity, customer service, mission accomplishment, efficiency, quality of work life, EMPLOYEE empowerment, organizational performance, and military readiness while considering the legitimate interests of both PARTIES.

SECTION 5. The normal point of contact between an EMPLOYER and its associated UNIT for the purpose of discussing questions that may arise concerning the general administration or interpretation of this AGREEMENT, or regulations, or other matters involving the overall relations between them will be, for the UNIT, the duly designated UNIT representative or their designee; and for the EMPLOYER, the Commander/Commanding Officer or their designee.

SECTION 6. An EMPLOYER and its associated UNIT agree to maintain open, two-way communications on issues that impact EMPLOYEES or the EMPLOYER as soon as possible. Official notification between them must be in writing and will be jointly established by the EMPLOYER and its associated UNIT.

**ARTICLE 4**  
**RECOGNITION AND UNIT DESIGNATION**

SECTION 1. The Employer hereby recognizes that the Union is the exclusive representative of all employees in the Unit, as defined in Section 2 below, and the Union recognizes the responsibilities of representing the interests of all employees in the Unit without discrimination and without regard to labor organization membership.

SECTION 2. The Unit to which this Agreement is applicable is composed of all civilian employees of the Naval Hospital Beaufort, South Carolina, excluding management officials, supervisors, contract employees, and employees engaged in personnel work in other than that of a purely clerical capacity, and employees described in 5 U.S.C. 7112 (b).

SECTION 3. The PARTIES agree that any AFGE local or other bargaining units, together with its affiliated command, may be added to and covered by this agreement at any time during the life of this agreement.

**ARTICLE 5**  
**UNION RIGHTS AND RESPONSABILITIES**

SECTION 1. Pursuant to 5 U.S.C. 7114(a) (1), the UNION is the exclusive representative of EMPLOYEES in the UNITS. As such, the UNION is entitled to act for and negotiate collective bargaining agreements covering all EMPLOYEES in the UNITS as certified by the Federal Labor Relations Authority (FLRA). The UNION is responsible for representing the interests of all EMPLOYEES in the UNIT it represents without discrimination and without regard to labor organization membership.

SECTION 2. In accordance with 5 U.S.C Chapter 71, the UNION will be given the opportunity to be represented at:

A. any formal discussion (meeting) as defined by the STATUTE. This occurs when one or more representatives of the EMPLOYER and one or more EMPLOYEES and/or their representatives meet and the subject of the discussion covers issues concerning grievances, general personnel policy and practices, or general conditions of employment;

(1) personnel policies and practices are the written and unwritten rules, e.g. past practices, that apply directly to EMPLOYEES in the performance of their duties;

(2) conditions of employment include the personnel policies and practices that apply to EMPLOYEES as well as their actual working conditions;

B. any examination of an EMPLOYEE by a representative of the EMPLOYER in connection with an investigation if:

(1) the EMPLOYEE believes the examination may result in disciplinary action against the EMPLOYEE; and

(2) the EMPLOYEE requests such representation.

SECTION 3. The UNION is the exclusive representative in administrative investigations of EMPLOYEES. The UNION has a right to be present in a criminal investigation of an EMPLOYEE.

SECTION 4. Open communication among the UNION, the EMPLOYERS, and the EMPLOYEES is encouraged. It is agreed that a representative of the Labor and Employee Relations Branch, HRO, shall schedule a mutually agreeable time to meet once every calendar month. Either party may postpone the meeting for good cause, or by mutual agreement, the monthly meeting may be canceled. Normally, the meeting will focus on the resolution of disputes, ways of enhancing the labor management relationship and the like. The union representative(s)

will be allowed to use official time to attend the meeting if it is during duty hours.

The Commanding Officer and the Executive Officer or their designated Employer official will meet with the Union President and Vice President monthly. Either party may postpone the meeting for good cause, or by mutual agreement the monthly meeting may be canceled.

SECTION 5. The PARTIES will jointly inform the EMPLOYEES of their rights.

SECTION 6. The UNION, through appropriate forums, will have the exclusive right to meet and negotiate in good faith with the EMPLOYER as specified by the STATUTE.

SECTION 7. The UNION will be provided the opportunity to greet new EMPLOYEES during their orientation and make them aware of their rights under this AGREEMENT. The UNION will be included in the EMPLOYER'S check-in and check-out procedures involving EMPLOYEES.

SECTION 8. The use of Command Facilities for the Union to conduct Employee Development training will be administered in accordance with Executive Order 13837.

**ARTICLE 6**  
**EMPLOYEE RIGHTS AND RESPONSABILITIES**

SECTION 1. EMPLOYEES have the right to join or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and EMPLOYEES are protected in the exercise of that right. When duly elected and/or appointed, UNIT representatives have the right to present the views of the UNIT to the EMPLOYER and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities.

SECTION 2. Nothing in this AGREEMENT will require EMPLOYEES to become or remain members of the UNION, or pay money to the UNION except through direct payment or a voluntary written authorization for the payment of UNION dues through payroll deductions as set forth in Article 12.

SECTION 3. Each EMPLOYEE has the right to:

A. bring matters of personal concern to the attention of appropriate EMPLOYER officials in accordance with applicable rules, regulations, and established policies;

B. self-representation with the presence of a UNION Official or UNION representation under Article 12;

C. be represented by an attorney or other representative, at their own expense, in any appeal process except as provided for under Article 12.

SECTION 4. EMPLOYEES have the right to be informed annually by the EMPLOYER of their rights to UNION representation (WEINGARTEN).

SECTION 5. The PARTIES shall jointly inform the EMPLOYEES of their rights.

SECTION 6. Consistent with the STATUTE, a supervisor, management official or confidential employee may not act as a representative of a labor organization if the participation or activity would result in a conflict of interest or would otherwise be incompatible with law or with the official duties of the employee.

SECTION 7. EMPLOYEES are entitled to be free from threats, intimidation, coercion, harassment, reprisal and humiliation. EMPLOYEES also have the right, individually and collectively, to expect and pursue conditions of employment which promote and sustain human dignity and self-respect.

SECTION 8. EMPLOYEES have the right, in accordance with the Privacy Act, to request copies of any records specific to them maintained under their name and/or social security number, or unique identifier associated with the requesting EMPLOYEE. This includes, but is not limited to, their Official Personnel Folder (OPF) and the personnel folder maintained by the EMPLOYER

**ARTICLE 7**  
**EMPLOYER RIGHTS AND RESPONSABILITIES**

SECTION 1. Nothing in this AGREEMENT will supersede any EMPLOYER rights as specified in 5 USC 7106 (see Appendix A).

SECTION 2.

A. Upon notification of changes by higher authority in DOD/DON personnel policies, practices, procedures, and conditions of employment, the respective forums may take those issues for action.

B. Throughout this AGREEMENT where matters are referred to the respective forums, such referral automatically satisfies the EMPLOYERS obligation to consult the UNION.

C. All other issues not covered in this AGREEMENT, may be referred to the respective forums.

SECTION 3. The EMPLOYER will annually inform the EMPLOYEES of their rights to representation (WEINGARTEN).

**ARTICLE 8**  
**UNION REPRESENTATION/OFFICIAL TIME**

SECTION 1. UNION REPRESENTATION

A. Meetings between the UNION representative(s) of the UNIT, in which they are a member, and their respective EMPLOYER for the purpose of resolving the issues and interests among the PARTIES will be on official time. Topics to be discussed will be decided between the PARTIES. This will not be construed to discourage or prevent other formal or informal discussions among the PARTIES in the interest of maintaining a harmonious working environment.

B. The EMPLOYER agrees to recognize Officers, Stewards and other representatives designated by the UNION. The UNION agrees to annually furnish the EMPLOYER with a list of those Officers, Stewards and other representatives and their areas of representation. The UNION agrees to notify the EMPLOYER of any changes of its representatives and/or areas of representation.

C. Stewards will represent EMPLOYEES within their assigned area(s). The UNION will appoint a representative in the absence of a Steward and inform the EMPLOYER of that appointment. The UNION will attempt to select such a representative from within the UNIT; however, the UNION has the undisputed right to select any representative it so desires.

D. Employees may not engage in lobbying activities using official time.

SECTION 2. OFFICIAL TIME

A. The EMPLOYERS agree to authorize a reasonable amount of official time to UNION Representatives who are properly designated in accordance with this AGREEMENT. Official time granted will be to the extent that such time falls within the UNION representative's respective tour of duty and will be used for the purpose of carrying out the following responsibilities to an EMPLOYEE(S):

(1) To consult or negotiate with the EMPLOYERS pursuant to this AGREEMENT.

(2) To represent EMPLOYEE(S) or act as the UNION'S Representative during the preparation and presentation of a grievance, filed by an EMPLOYEE, to the EMPLOYERS pursuant to Article 12 or a statutory appeal.

(3) To participate on a Committee pursuant to this AGREEMENT.

(4) To enter into problem-resolving discussions with the EMPLOYER or with EMPLOYEES with respect to matters affecting conditions of employment of EMPLOYEES.

(5) To prepare required reports and correspondence to outside Federal Agencies such as the U.S. Department of Labor and Internal Revenue Service.

(6) To prepare for meetings with the EMPLOYER.

(7) As otherwise authorized by this AGREEMENT, regulations or the STATUTE.

B. AUTHORIZED TIME. Employees shall spend at least three-quarters (75%) of their paid time, measured each fiscal year, performing Agency business or attending necessary training as required by the EMPLOYER in order to ensure that they develop and maintain the skills necessary to perform the duties of their position. Official time authorized should not exceed one-quarter (25%) of an employee's paid time. Anytime exceeding one-quarter of official time shall count towards subsequent fiscal years.

C. ARBITRATION of EMPLOYEE initiated grievances. Official time will be provided during the arbitration process which includes invoking arbitration, selecting arbitrators, pre-hearing preparation and conference, hearing participation, or preparation of post-hearing brief, designated UNION representatives of their UNIT, in which they are a member, will be granted official time by the EMPLOYER of such UNIT as permitted by the STATUTE.

D. ARBITRATION of UNION initiated grievances. Designated UNION representatives of their UNIT, in which they are a member, will not be granted official time by the EMPLOYER.

#### E. TRAINING

(1) Jointly sponsored training by the UNIT and respective EMPLOYER in the areas of labor/management relations may be provided on official time.

(2) UNION Sponsored Training, when used for training of Stewards, Officers and other representatives of the UNIT, in which they are a member, may be conducted on official time. The amount of official time for such training will be mutually agreed upon by the UNION and the EMPLOYER at the local level. If such training requires travel and the travel is not funded by the EMPLOYER, no-cost orders may be issued as permitted by applicable law and regulation.

(3) Official time authorized for jointly sponsored training and UNION sponsored training will be calculated as part of the one-quarter (25%) of official time authorized per fiscal year.

### SECTION 3. PROCEDURES

A. UNION representatives will notify their immediate supervisor/EMPLOYER of the need for official time prior to leaving the work area to carry out representational duties. Union representatives may not use official time without advance written authorization from their immediate supervisor/EMPLOYER. If work requirements are such that the representative cannot be excused at that time or for the amount of time requested, the immediate supervisor/EMPLOYER will arrange a mutually acceptable time for the representative to be excused.

1. REQUEST FOR OFFICIAL TIME. Requests for official time shall specifically list how many hours, the specific purpose, and sufficient details to identify the tasks the employee will undertake. Immediate Supervisor/EMPLOYER shall assess whether it is reasonable and necessary to grant such amount of official time to accomplish such tasks.

2. Use of official time without advance written authorization from the immediate supervisor/EMPLOYER or for purposes not specifically authorized by the EMPLOYER shall be charged Absent without Leave (AWOL) and subject to appropriate disciplinary action.

B. Discussions between a UNION representative and the EMPLOYEE will normally be conducted at the EMPLOYEE'S work site provided the environment is conducive to reasonable privacy to conduct business. EMPLOYEES will make prior arrangements with their supervisors/EMPLOYER regarding meeting time and location. If UNION representation of an EMPLOYEE, in which the representative is a member, requires travel outside the local commuting area, the respective EMPLOYER Commander/Commanding Officer or their designated representative and the designated UNION representative will discuss

travel arrangements and travel costs will be decided by the respective EMPLOYER consistent with applicable law and regulation. Regardless of how the travel is funded, travel orders will be issued consistent with applicable law and regulation.

C. Should the business take longer than anticipated, the UNIT representatives will contact their supervisor as soon as possible to advise them of this and to request additional time away from the job. Upon returning to work from conducting representational duties, the UNIT representatives will advise their supervisor.

D. UNIT representatives assigned to shifts other than the day shift may be permitted to temporarily change/modify shifts for limited periods of time to conduct representational functions as set forth in this AGREEMENT. The representative will request permission to change shifts from the immediate supervisor/EMPLOYER with as much advance notice as possible. If work requirements are such that the UNIT representative cannot be excused at that time or for the amount of time requested, the immediate supervisor/EMPLOYER will arrange a mutually acceptable time for the UNIT representative to be excused.

E. UNIT representatives will be allowed to perform representational duties while on the clock and will not be forced to meet and confer with the EMPLOYEES after the end of the work shift.

SECTION 4. An EMPLOYEE who is elected or appointed to a district or national office position within AFGE may be granted Leave Without Pay (LWOP) in accordance with applicable law and regulation.

**ARTICLE 9**  
**VOLUNTARY ALLOTMENT OF UNION DUES**

SECTION 1. Union dues are required to maintain an employee in good standing with the Union. The Employer will facilitate payroll deduction for union dues, with proper paperwork (SF-1187) and approvals from an employee's pay each payroll period.

SECTION 2. An employee's voluntary allotment for payment of his/her Union dues shall be terminated with the start of the first pay period in which any of the following occur:

- a. Loss of exclusive recognition by the Union;
- b. Receipt of notice by Financial Management Department from the Union that an employee has been transferred outside the Union's recognized bargaining Unit; or
- c. Separation by the employee for any reason including death or retirement.

SECTION 3. An employee may revoke his/her dues withholding by submitting a SF-1188 request to the local Union no earlier than sixty (60) days prior to the anniversary date of when the employee began to have his/her dues withheld. Such timely revocations will be effective beginning with the first full pay period following the employee's anniversary date. When an untimely dues revocation request is received by the activity, it will promptly return it to the employee. If the servicing payroll office receives the revocation request (timely or untimely), they will forward a copy to the local Union as soon as possible. If the local Union received a timely revocation request, they will forward the SF-1188 to the servicing payroll office as soon as possible.

**ARTICLE 10**  
**DISCIPLINARY ACTION**

Section 1. The PARTIES agree that the objective of discipline is to correct and improve EMPLOYEE behavior so as to promote efficiency in the workplace. The PARTIES further agree that adverse action will only be taken for just cause.

When the EMPLOYER becomes aware of EMPLOYEE misconduct, it will initiate prompt action to address that misconduct i.e., counsel the EMPLOYEE, investigate the situation further, initiate administrative action against the EMPLOYEE, etc

For the purpose of this article, disciplinary actions are defined as a written reprimand or suspensions up to fourteen (14) calendar days or less. An oral admonishment and letter of caution/warning are not considered formal discipline and are not maintained in the employee's Official Personnel Folder (OPF).

Disciplinary actions are grievable in accordance with Article 12. The minimum remedy necessary to achieve this policy will be assessed where it is determined a disciplinary offense has been committed.

Section 2. Letters of Caution, although not considered disciplinary actions, should normally be in effect for 12 months, but no more than 24 months. Letters of caution may be withdrawn earlier than the established effective date upon a showing by the EMPLOYEE that the behavior has been corrected.

Section 3. Disciplinary actions shall be taken only for just cause and be fair and equitable. They shall be governed by 5 U.S.C. Chapter 75. A complete pre-action investigation will be made by the Employer prior to initiating a contemplated formal disciplinary action against an employee. Prior to any pre-action investigative discussion or questioning with any employee on a matter relating to an disciplinary action, the employee will be advised in writing of the general nature of the interview and of the right to be represented by a Union representative. Upon request, the employee shall be granted time to seek Union representation, and the employee's Union representative will be given an opportunity to fully represent the employee in accordance with applicable Federal Law, government-wide rule, and regulations regarding this matter. In addition, the following employee rights shall apply to all fact-finding investigations conducted by the Agency:

a. When the person being interviewed is accompanied by a Union representative, the role of the representative includes, but is not limited to, the following rights:

(1) to clarify questions;

(2) to clarify answers;

(3) to assist the employee in providing favorable or extenuating facts;

(4) to suggest other employees who have knowledge of relevant facts; and

(5) to advise the employee

b. The employee and/or his/her representative, upon request, shall receive all evidence relied upon by the Employer in proposing any disciplinary action. In all third-party proceedings, the employer will make all witnesses within their cognizance available, upon request by the Union, for participation in such proceedings.

Nothing in this section is intended to impede any investigation.

Section 4. Disciplinary action shall be effected in a prompt manner, only for just cause, and with the employee's rights fully protected. The deciding official is encouraged to consider the "Douglas Factors" when contemplating disciplinary actions. However, nothing shall preclude the Employer from initiating discipline.

Section 5. Nothing shall prevent the Employer from continuing to hold an employee accountable for meeting the standards established for his/her work performance. The EMPLOYER has the discretion to take into account an employee's disciplinary record, including all past misconduct; not only similar past misconduct.

Section 6. Letters of reprimand shall be retained in the OPF not to exceed two (2) years. In no case will the Employer base disciplinary action on prior misconduct or dereliction which have not been made known to the employee through formal or informal disciplinary action.

Section 7. In all formal disciplinary actions, employees shall have the right to raise any defense allowed by applicable Federal law, government-wide rule, regulations, or this

**ARTICLE 11**  
**ADVERSE ACTION**

Section 1. The PARTIES agree that the objective of discipline is to correct and improve EMPLOYEE behavior so as to promote efficiency in the workplace. The PARTIES further agree that adverse action will only be taken for just cause.

When the EMPLOYER becomes aware of Employee misconduct, it will initiate prompt action to address that misconduct i.e., counsel the EMPLOYEE, investigate the situation further, initiate administrative action against the EMPLOYEE, etc.

For the purpose of this article, adverse actions are defined as Separations/Removals from federal service, Suspensions from duty without pay for more than 14 calendar days, Reductions in Grade or Pay, and Furloughs for 30 calendar days or less.

Pursuant to Executive Order 13839, removals are excluded from the grievance procedure. Adverse actions, with the exception of removals, are grievable in accordance with Article 12.

These adverse action procedures apply only to those employees in the Unit who are in the competitive service and not serving a probationary or trial period under the initial appointment or who have completed two (2) year or less. However, any employee, while working in the Unit, may be represented by the Union in other matters covered by this Agreement. Removals under 5 U.S.C. 4303 (unacceptable performance) are excluded from this Article and are governed by the provisions of Article 23 of this Agreement.

Section 2. A complete pre-action investigation will be made by the Employer prior to initiating a contemplated formal adverse action against an employee. Prior to any pre-action investigative discussion or questioning with any employee on a matter relating to an adverse action, the employee will be advised in writing of the general nature of the interview and of the right to be represented by a Union representative. Upon request, the employee shall be granted time to seek Union representation, and the employee's Union representative will be given an opportunity to fully represent the employee in accordance with applicable Federal law, government-wide rule and regulations conducted by the Agency:

a. When the person being interviewed is accompanied by a Union representative, the role of the representative includes, but is not limited to, the following rights:

- (1) to clarify questions;
- (2) to clarify answers
- (3) to assist the employee in providing favorable or extenuating facts;
- (4) to suggest other employees who have knowledge of relevant facts; and
- (5) to advise the employee

b. The employee and/or his/her representative, upon request, shall receive all evidence relied upon by the Employer in proposing any disciplinary action. In all third-party proceedings, the Employer will make all witnesses within their cognizance available, upon request by the Union, for participation in such proceedings.

Nothing in this section is intended to impede any investigation.

Section 4. Adverse actions shall be effected in a prompt manner, only for just cause, and with the employee's rights fully protected. The deciding official should consider the "Douglas Factors" when contemplating adverse actions. However, nothing shall preclude the Employer from initiating discipline.

Section 5. Nothing shall prevent the Employer from continuing to hold an employee accountable for meeting the standards established for his/her work performance. The EMPLOYER has the discretion to take into account an employee's disciplinary record, including all past misconduct; not only similar past misconduct.

Section 6. In all formal adverse actions, employees shall have the right to raise any defense allowed by applicable Federal law, government-wide rule, regulations, or this Agreement.

Section 7. Upon request, the Employer will make available for review to the employee and/or his/her representative; the complete file relied upon by the Employer to prepare a timely reply. A copy of the records which are or may be pertinent to the case relied upon to support the adverse action will be made available, upon request, consistent with applicable Federal laws.

Section 8. The following procedures will be applied to adverse actions:

a. An employee must receive written notice of the proposed action at least thirty (30) calendar days prior to the proposed effective date of the adverse action (unless there is reasonable

cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, or for other reasons authorized by 5 U.S.C. 7513(b) and regulations of OPM). The written notice must specifically state the reasons for the proposed action and with what the employee is being charged; must inform the employee of his/her right to review all pertinent material; must advise the employee of his/her right to answer orally and/or in writing within ten (10) calendar days of the adverse action; and must advise the employee of his/her right to be represented by an attorney or other representative of his/her choice.

b. Employees shall be given a reasonable amount of official time to prepare an answer and to secure affidavits.

**ARTICLE 12**  
**NEGOTIATED GRIEVANCE PROCEDURE**

SECTION 1. PURPOSE. The PARTIES agree that this Article is to provide an orderly procedure for the processing and settlement of grievances by EMPLOYEES, the UNION, or the EMPLOYER. A grievance means any complaint:

A. by any EMPLOYEE concerning any matter relating to employment;

B. by the UNION concerning any matter relating to the employment of any EMPLOYEE;

C. by any EMPLOYEE, the UNION, or the EMPLOYER concerning;

(1) the effect or interpretation, or a claim of breach of this AGREEMENT;

(2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

SECTION 2. This procedure excludes the following:

A. Any claimed violation relating to prohibited political activities;

B. retirement, life insurance, health insurance;

C. a suspension or removal taken for National Security reasons;

D. any examination, certification, appointment;

E. the classification of any position that does not result in the reduction in the grade or pay of an EMPLOYEE;

F. the separation of an EMPLOYEE during the EMPLOYEE'S probationary period or while the EMPLOYEE is serving in the first year of a Worker-Trainee program, a Veteran's Readjustment program or other Excepted Appointment; or while the EMPLOYEE is serving under a time-limited appointment;

G. an allegation or complaint of discrimination because of race, religion, color, sex, national origin, age or disability;

H. mere non-selection from among a group of properly ranked and certified candidates;

I. The assignment of ratings of record;

J. Reduction-In-Force action;

K. mere non-adoption of a suggestion submitted by EMPLOYEES utilizing any forum for such purpose;

L. The mere adoption or granting of (or the failure to adopt or grant) a suggestion or award;

M. Removals for misconduct or unacceptable performance, pursuant to Executive Order 13839;

N. Notice of warning and oral counseling.

O. any other matter for which a statutory or regulatory appeals procedure exists, except as otherwise provided in Section 3 below.

SECTION 3. An EMPLOYEE who has been reduced in grade for unacceptable performance, or who has been subject to a suspension for more than 14 calendar days, may at the EMPLOYEE'S option, appeal the matter to the Merit Systems Protection Board (MSPB) or file a grievance in accordance with the procedures contained in this Article, whichever event occurs first, but not both. An EMPLOYEE shall be deemed to have exercised this option by their written submission.

SECTION 4. The UNION is not required to represent NON-UNION members of the Bargaining UNIT on any matter for which a statutory or regulatory appeals procedure exists.

SECTION 5. If the PARTIES cannot agree whether a matter is grievable or arbitrable, the question will be submitted to the Federal Mediation and Conciliation Service (FMCS) to mediate the threshold issue prior to submission to arbitration. If the PARTIES are unable to resolve the question through mediation, the matter will be submitted to the Arbitrator as a threshold issue.

SECTION 6. The PARTIES agree to attempt to resolve and settle grievances at the lowest possible level. Alternate Dispute Resolution (ADR) is available and encouraged for use by the PARTIES upon consultation with the servicing HRO. The filing of a grievance will not reflect unfavorably on an EMPLOYEE.

SECTION 7. The PARTIES agree that a grievance must be presented at the informal step of the procedure within 10 work days after the

event which gave rise to the grievance, or within 10 work days following the date, the EMPLOYEE could have been reasonably expected to be aware of the incident giving rise to their grievance.

SECTION 8. The PARTIES will share all relevant and material information/witnesses at all steps of the grievance procedure to the extent permitted by law and regulation. Discovery of new relevant and material information/witnesses will be jointly shared to expedite the resolution of the subject grievance. Those who desire to pursue a grievance will utilize the following procedure:

A. INFORMAL STEP. The EMPLOYEE and/or their UNIT representative will discuss the grievance privately and informally with the EMPLOYEE'S first-level supervisor, or the EMPLOYER official who decided on, or had authority over, the matter giving rise to the grievance, or their designee. The EMPLOYEE and/or their UNIT representative will put their grievance in writing for tracking purposes. The appropriate EMPLOYER official, after determining the factual situation, will meet with the EMPLOYEE and/or their UNIT representative and such other individuals with material and relevant information on the matter subject to the grievance. That EMPLOYER official has ten (10) workdays from initial notification to render and deliver to the EMPLOYEE and/or UNIT representative a written decision. This decision will include the name of the EMPLOYER official who will address the grievance at the next step if a resolution is unsuccessful. The EMPLOYEE and/or their UNIT representative, and the EMPLOYER official may agree upon any informal notes kept.

B. ALTERNATIVE DISPUTE RESOLUTION. Alternative Dispute Resolution (ADR) methods are strongly recommended as a means to resolve grievances. Open communication and resolution of disputes at the lowest level are encouraged.

C. FORMAL STEP 1. If the grievance is not resolved at the INFORMAL STEP and the EMPLOYEE desires to further pursue the matter through the grievance procedure, the EMPLOYEE and/or the appropriate UNIT representative will reduce the grievance to writing utilizing the designated form (see Appendix C). The following procedures apply:

(1) The grievance form will be submitted to the designated EMPLOYER official within ten (10) workdays following receipt of the informal decision. The grievance will provide specific information with respect to the event giving rise to the grievance; identify

specific provisions of regulations and/or the terms of this AGREEMENT which are alleged to have been violated, and the corrective action desired. Only the issues presented at the INFORMAL STEP will be considered at any successive steps.

(2) The EMPLOYER official will meet with the EMPLOYEE and/or appropriate UNIT representative and other such individuals with material and relevant information on the matter subject to the grievance and deliver to the EMPLOYEE and the UNIT representative a written decision not later than ten(10) workdays following receipt of the grievance. This decision will include the name of the EMPLOYER official who will address the grievance at the next step if a resolution is unsuccessful.

D. FORMAL STEP 2. If applicable to the respective organizational structure of the EMPLOYER, the following step will be used, otherwise see paragraph (e) below:

(1) If the grievance is not resolved at FORMAL STEP 1 and the EMPLOYEE desires to further pursue the matter through the grievance procedure, the grievance will be submitted to the designated EMPLOYER official within ten (10) workdays following receipt of the Formal Step 1 Decision.

(2) The EMPLOYER official will meet with the EMPLOYEE and/or appropriate UNIT representative and such other individuals with material and relevant information on the matter subject to the grievance and deliver to EMPLOYEE and the UNIT representative a written decision not later than ten (10) workdays following receipt of the grievance. This decision will include the name of the EMPLOYER official who will address the grievance at the next step if a resolution is unsuccessful.

E. FORMAL STEP 3. If the grievance has not been satisfactorily resolved at the previous step and the EMPLOYEE desires to further pursue the grievance, the EMPLOYEE and/or UNIT representative will submit the matter to the Commander/Commanding Officer or designated EMPLOYER official for resolution within ten (10) workdays following receipt of the decision at the previous step. The submission will provide an explanation of why the prior step decision was not acceptable. The Commander/Commanding Officer or designated EMPLOYER official will meet with the EMPLOYEE and/or UNIT representative and such other individuals with material and relevant information on the matter subject to the grievance and deliver to the EMPLOYEE and the

UNIT representative a written decision within ten (10) workdays following receipt of the grievance. Where minutes of the meeting are kept, a copy of the minutes will be provided with the written decision.

F. Time limits may be extended to a specific date by mutual consent of the PARTIES at any step of the grievance procedure.

SECTION 9. An EMPLOYEE who desires to use the grievance procedures must be represented by the UNION unless the EMPLOYEE does not desire such representation, in which case the following conditions apply:

A. the EMPLOYEE must represent themselves and provide a written statement to both the UNIT representative and the EMPLOYER stating they do not wish to be represented;

B. resolution of the grievance must comply with the terms and conditions of this AGREEMENT;

C. the UNION is given the opportunity to be present during an attempted resolution of the grievance;

D. the Commander/Commanding Officer's or designated EMPLOYER official's decision concerning the grievance is final.

SECTION 10.

Procedures for grievances filed by the Union and Activity: If a dispute arises between the parties, either the president of the Union or the Commanding Officer of the hospital (or his/her designee) may file a written grievance with the other party, provided such a grievance is filed within ten (10) workdays after the event giving rise to the grievance or within ten (10) workdays of the date the grieving party reasonably should have known about the event giving rise to the grievance. Any such grievance must include (1) a summary of the relevant facts, (2) the provisions of this Agreement allegedly violated, if any, and (3) the relief being sought. This grievance must be filed in writing, using the same form cited in Steps 1, 2, and 3.

Within ten (10) workdays after the grievance is filed, the parties will meet and attempt to resolve the grievance. If the grievance is not resolved within ten (10) workdays after it is filed, either party may refer the matter to arbitration under the provisions of Article 13. For this section, a grievance shall be deemed to have been filed on the date received by the other party. Official time

will not be granted to the union representatives for preparation or representation of grievances initiated by the Union.

**ARTICLE 13**  
**ARBITRATION**

SECTION 1. PURPOSE. To specify the procedures to process grievances to arbitration.

SECTION 2. Arbitration may be invoked only by the EMPLOYER or the UNION. Approval by EMPLOYEES involved in or affected by a grievance is not required before arbitration is invoked. However, official time will only be granted for employee initiated grievances resulting in arbitration.

SECTION 3. In the event the PARTIES fail to settle a grievance pursued in accordance with the grievance procedure, the grievance may, upon written notice of either PARTY to the other, be referred to arbitration. The written notice must be submitted as soon as possible but no later than 30 calendar days following the receipt of the decision of the last step of the grievance procedure.

SECTION 4. Within seven calendar days of notification by either PARTY to invoke arbitration, the PARTIES may jointly or individually request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS) using the appropriate form. The FMCS filing fee will be paid by the moving PARTY. However, any joint submission should not be construed as anything more than compliance with a request and does not reflect on the substance or arbitrability of the issue in dispute. The PARTIES will meet within five workdays after receipt of such a list. Each PARTY will strike one name from the list and repeat the procedure until one name remains. A flip of the coin will determine which PARTY strikes a name first. The remaining named person will be the duly assigned Arbitrator.

SECTION 5. Representatives of the PARTIES will, within 10 workdays from the date of receipt of an arbitration request, meet in a pre-arbitration conference to consider means of expediting the arbitration proceeding by jointly reducing the issue(s) to writing, stipulating facts, authenticating proposed exhibits, and exchanging lists of proposed witnesses. In addition, the PARTIES agree to consult prior to scheduling arbitration in an effort to resolve and settle the issue(s) without arbitration. These consultations will include exchange and review of all information that supports the position of both PARTIES.

SECTION 6. The Arbitrator's fee and expenses will be shared equally between the PARTIES. The EMPLOYER will furnish an adequate space for any arbitration hearing under this Article. Further, the PARTIES will

pay the expenses of their respective needs for the process except that the PARTIES may agree to share equally the expenses of any mutually agreed upon services in connection with the arbitration proceedings.

SECTION 7. The arbitration hearing is normally held during the regular day shift hours of the regularly scheduled basic workweek. The EMPLOYEE filing the grievance and the EMPLOYEE witnesses who have direct knowledge of the circumstances and factors bearing on the case, are to be excused from duty to participate in the arbitration proceedings during the time they are required without loss of regular pay or charge to annual leave.

SECTION 8. The arbitrator will be requested to render a decision as quickly as possible but in any event, no later than thirty (30) calendar days after the conclusion of the hearing unless the parties agree. Arbitration decisions exceeding 30 days without mutual consent from the PARTIES will result in penalties for the arbitrator's fees. An arbitrator shall not change, alter, delete, or add to the provisions of this Agreement; such right is the prerogative of the contracting parties only. An award rendered by an arbitrator on any issue referred to arbitration under the terms of this AGREEMENT will be final and binding on the PARTIES except that it is agreed and recognized that either PARTY may file an exception to the arbitrator's award under law and regulations prescribed by the Federal Labor Relations Authority (FLRA).

## ARTICLE 14

### IMPASSE

SECTION 1. It is agreed that during the duration of this Agreement, an Article in this Agreement may be reopened only with the consent of both parties. If an Article contained in the Agreement is reopened for re-negotiations with the consent of both parties, the following provisions will govern impasse procedures:

a. An impasse occurs after both parties have considered the proposals and counter-proposals of the other party in good faith and despite such diligent efforts, no agreement can be reached on the subject being negotiated. During the course of negotiations, the respective committees shall make every good faith effort to reach agreement on all issues before invoking the following procedures:

When it has been determined that an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been disposed of; the parties shall once more attempt to resolve any existing impasse items;

(1) If an impasse still exists, either party may request assistance from the Federal Mediation and Conciliation Service (FMCS).

b. If FMCS assistance has not resulted in resolving the impasse, either party may refer the matter to the Federal Services Impasse Panel (FSIP).

c. If the services of the FMCS fail to resolve a negotiation impasse:

1. Either party may require the FSIP to consider the matter, or,
2. The parties may agree to adopt a procedure for binding arbitration of the impasse, but only if the procedure is approved by the Panel.

**ARTICLE 15**  
**EQUAL EMPLOYMENT OPPORTUNITY**

SECTION 1. The PARTIES agree to fully support the principle of Equal Employment Opportunity (EEO) for all EMPLOYEES. The EMPLOYERS will promote EEO as required by applicable law and regulation.

SECTION 2. The EMPLOYERS will ensure that EMPLOYEES have access to EEO Counselors through the servicing EEO office.

SECTION 3. EMPLOYEES who believe that they have been discriminated against may consult with an EEO Counselor and seek to resolve disputes informally. The initial contact with the counselor by the EMPLOYEE must take place within 45 calendar days of the date of the alleged discrimination, the effective date of any personnel actions involved, or the date the aggrieved person knew or reasonably should have known of the discriminatory event or personnel action (See 5 CFR Part 1614).

SECTION 4. An EMPLOYEE desiring to file a complaint or grievance on alleged employment discrimination will raise the matter as specified by applicable law and regulation (See 5 CFR Part 1614, OPNAVINST 5354.30, and SECNAVINST 5300.260).

SECTION 5. Employees may request Reasonable Accommodation by submitting requests directly to their supervisor. Employees may contact an EEO counselor to request guidance on processing their request for Reasonable Accommodation.

ARTICLE 16  
HOURS OF WORK

SECTION 1. The basic administrative workweek for EMPLOYEES is the calendar week of Sunday through Saturday as set forth by 5 CFR Part 610. The Command core hours are 0600 to 1800. Except when the EMPLOYER determines that it would be seriously handicapped in carrying out its functions or that costs would be substantially increased, the EMPLOYER will provide at least 2 weeks advance notice to EMPLOYEES of required changes in permanent work schedules. Changes in basic workweeks should be held to the minimum necessary to execute EMPLOYER functions. Alternative Work Schedules (AWS) such as Flex Time and compressed workweeks may be administered in accordance with applicable law and regulation and negotiated EMPLOYER instructions. It is understood, however, that the final scheduling decision is left to the employer.

SECTION 2. EMPLOYEES in an on-call or standby status will be compensated in accordance with applicable law and regulation.

SECTION 3. Eligible EMPLOYEES may participate in telework in accordance with negotiated EMPLOYER instructions, applicable law, and regulation.

SECTION 4. During each shift, employees must be allowed a specific period of time off to eat lunch. Per a break in working hours of more than one hour may not be scheduled in a basic workday. This limitation applies to the lunch period. The lunch period cannot be scheduled at the beginning or end of the shift. The lunch period is non-compensable time, for which neither basic or overtime compensation is payable. The length of the shift or workday will be extended by the length of the lunch period. An employee cannot forego their lunch period in order to shorten the length of the shift or workday. Employees on regular work schedules must work 8 hours per day, excluding the lunch period; employees on alternative work schedules must work 80 hours every two weeks, excluding lunch periods. Supervisors and employees must understand that a scheduled lunch period is free from all duty obligations, except in emergency situations.

## Article 17

### OVERTIME

SECTION 1. Overtime is work or duty, which is required and authorized by the EMPLOYER, performed by an EMPLOYEE, in excess of an eight hour workday or in excess of a 40 hour administrative workweek as established by law and regulation. For EMPLOYEES on a compressed or alternate work schedule, hours authorized and worked in excess of the compressed or alternate schedule may qualify as overtime or compensatory hours as governed by applicable law and regulation and the respective work schedule. Overtime is paid at the appropriate overtime rates or is compensatory time off, consistent with applicable law and regulation.

SECTION 2. The EMPLOYER will notify EMPLOYEES, as much in advance as possible, of overtime assignments when the EMPLOYER becomes aware of the need or circumstances demand or in case of emergencies.

SECTION 3. If an EMPLOYEE is on duty and available for overtime, the EMPLOYEE's use of paid leave during the same pay period will not be a basis for denying overtime.

SECTION 4. EMPLOYEES within an organizational unit will be offered overtime on a rotating basis in accordance with their particular skills. This will not necessarily result in everyone having the same number of overtime hours worked. In the absence of sufficient qualified volunteers for overtime work, the EMPLOYER has the right to direct overtime. Overtime is not voluntary in nature; however, individual EMPLOYEES will not be forced to work overtime against their expressed desires as long as full requirements can reasonably be met by other qualified EMPLOYEES willing to work.

SECTION 5. EMPLOYEES called back to work at a time outside of and unconnected with their scheduled hours of work within their basic workweek to perform unscheduled overtime will receive a minimum of two hours call back overtime pay, including any night differential and/or additional pay to which they are entitled, consistent with applicable law and regulation even if their services cannot be utilized when they report to work.

SECTION 6. The EMPLOYEE may request compensatory time off in lieu of overtime pay for irregular or occasional overtime under the circumstances specified in applicable law and regulation.

SECTION 7. Insofar as practicable, travel during non-duty hours will not be required of an EMPLOYEE. EMPLOYEES in a travel status will be compensated subject to applicable law and federal regulations.

SECTION 8. EMPLOYEES in an on-call or standby status to include, but not limited to, periods of destructive weather or recovery from emergency conditions, will be compensated subject to provisions of applicable law and regulation.

**ARTICLE 18**  
**LEAVE**

SECTION 1. ANNUAL LEAVE

A. PURPOSE. To provide guidance to the PARTIES regarding EMPLOYEES' use of annual leave (5 CFR Part 630).

B. REQUESTING ANNUAL LEAVE. All requests for scheduled annual leave will be submitted by EMPLOYEES on a SF-71, "Application for Leave" form, by email with SF-71 attached, and/or via appropriate inputs within an automated time and attendance system. The EMPLOYER is responsible for prompt approval/disapproval of leave requests. Procedures for requesting and approving/disapproving annual leave are as follows:

(1) An EMPLOYEE who has annual leave accrued may be granted annual leave, provided the EMPLOYER has been given reasonable advance notice by the EMPLOYEE in order for the EMPLOYER to make a decision based upon workload considerations.

(2) The EMPLOYER should approve/disapprove an EMPLOYEE'S annual leave request prior to the EMPLOYEE'S requested absence.

C. SCHEDULING EXTENDED ANNUAL LEAVE

(1) To receive priority consideration, requests for annual leave for extended periods of time, of one or more basic work weeks, will be submitted to the EMPLOYER no later than 1 March of each year.

The PARTIES agree that EMPLOYEES who do not request annual leave for extended periods by 1 March still may do so at any time during the leave year, with the understanding that the request may not be granted if the EMPLOYEE'S request conflicts with the choice of another EMPLOYEE(S) who have requested leave by 1 March.

(2) When it is necessary to restrict the number of EMPLOYEES granted leave during a particular period and conflicts in scheduling occur, the EMPLOYER may confer with the EMPLOYEES concerned to obtain mutual agreement to resolve the conflict. If this step fails, the EMPLOYER will use the earliest service computation date as the deciding factor. EMPLOYEES affected by a necessary change in the leave schedule have the right to reschedule their leave. At an EMPLOYEE'S request, the EMPLOYER may approve a change in selection provided another EMPLOYEE'S previously approved choice

is not affected. Requests for the same leave period submitted after 1 March will be considered on a "first come, first served" basis.

D. DISAPPROVAL OF ANNUAL LEAVE. If annual leave is disapproved, the specific reasons for the disapproval will be written on the SF-71 and/or submitted via the appropriate process within an automated time and attendance system and provided to the EMPLOYEE.

E. CANCELLATION OF PREVIOUSLY APPROVED ANNUAL LEAVE. When leave has been requested and approved, the EMPLOYER will not cancel leave approval except to meet situations of emergency or operational commitments. When previously approved leave must be canceled, EMPLOYEES will be advised of the reason for the cancellation as soon as possible after the need has been determined.

F. ADVANCE ANNUAL LEAVE. Upon written request by the EMPLOYEE, with reasonable justification to the EMPLOYER, and in accordance with applicable law and regulation, annual leave may be advanced to the EMPLOYEE subject to the following conditions:

(1) The amount of leave advanced may not exceed that which will be earned during the remainder of the leave year.

(2) There is a reasonable expectation that the EMPLOYEE will return to duty for a period of time sufficient to repay the advance (See DoD 7000.14-R, Volume 8, Chapter 5).

(3) Employees will exhaust both annual and sick leave prior to requesting advanced annual leave.

G. USE OR LOSE ANNUAL LEAVE. Use of Lose Annual Leave is governed by applicable law. It is the EMPLOYEE'S responsibility to request scheduling of use or lose annual leave. The PARTIES agree that EMPLOYEES should schedule use or lose annual leave as soon as possible.

Management is responsible for the planning and effective scheduling of annual leave throughout the year. Positive action should be taken by supervisors to ensure annual leave is scheduled for use during the year so as to avoid situations where employees approach the end of the leave year with a significant amount of annual leave that must be used or forfeited.

H. RESTORATION OF USE OR LOSE ANNUAL LEAVE. Per 5 CFR Part 630, requests for use or lose annual leave submitted after three pay periods before the end of the leave year that are denied, and that

cannot be rescheduled before the end of the leave year, are forfeited.

I. SCHEDULED SHUTDOWNS. For purposes of scheduling annual leave, the EMPLOYER will post all known periods of shutdown for the calendar year as soon as possible.

J. ANNUAL LEAVE AND THE FAMILY AND MEDICAL LEAVE ACT (FMLA). In accordance with applicable law and regulation, EMPLOYEES are entitled to a total of 12 administrative workweeks of Leave Without Pay (LWOP) during any 12-month period under FMLA and they may substitute annual leave for LWOP. For further information on FMLA entitlements, see 5 CFR Part 630, Subpart L.

## SECTION 2. SICK LEAVE

A. PURPOSE. to provide guidance to the PARTIES regarding EMPLOYEES' use of sick leave.

B. SICK LEAVE CRITERIA. EMPLOYEES accrue sick leave in accordance with applicable law and regulation. In accordance with 5 CFR Part 630, Subpart D, sick leave is an EMPLOYEE benefit and the EMPLOYEE has a statutory right to use as follows:

(1) Receives medical, dental, or optical examination or treatment;

(2) Is incapacitated for the performance of his or her duties by physical or mental illness, injury, pregnancy, or childbirth;

(3) Provides care for a family member, as defined below, who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment;

(4) Provides care for a family member with a serious health condition as defined in 5 CFR 630.1202;

(5) Makes arrangements necessitated by the death of a family member, as defined below, or attends the funeral of a family member;

(6) Must be absent from duty for purposes relating to his or her adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed; or

(7) would, as determined by health authorities having jurisdiction or by a health care provider as defined in 5 CFR 630.1202, jeopardize the health of others by his or her exposure to a communicable disease.

(8) The amount of sick leave granted to an EMPLOYEE during any leave year for the purposes described in paragraphs 2b (3) and 2b (5) above may not exceed a total of 104 hours or, for a part-time EMPLOYEE or an EMPLOYEE with an uncommon tour of duty, the number of hours of sick leave he or she normally accrues during a leave year as provided for under 5 CFR 630.401(b).

(9) The amount of sick leave granted to an EMPLOYEE during any leave year for the purposes described in paragraph 2b (4) above may not exceed a total of 480 hours or, for a part-time EMPLOYEE or EMPLOYEE with an uncommon tour of duty, an amount of sick leave equal to 12 times the average number of hours in his or her scheduled tour of duty each week, subject to limitations set forth in law and regulation.

(10) If, at the time an EMPLOYEE uses sick leave to care for a family member with a serious health condition as described in paragraph 2b(4) above, he or she has used any portion of the sick leave for purposes described in paragraphs 2b(3) and/or 2b(5) above during that leave year, the EMPLOYER must subtract that amount from the maximum number of hours authorized for use as described in paragraph 2b(4) above to determine the total amount of sick leave the EMPLOYEE may use during the remainder of the leave year to care for a family member with a serious health condition. If an EMPLOYEE has previously used the maximum amount of sick leave authorized for use as described in paragraph 2b(4) above in a leave year, he or she is not entitled to use additional sick leave as described in paragraphs 2b(3) and 2b(5) above.

(11) When sickness occurs within a period of annual leave the EMPLOYER may grant sick leave for the period of sickness.

C. DEFINITION OF A FAMILY MEMBER. A family member is defined by 5 CFR 630.201 as an EMPLOYEE'S spouse and parents thereof; children including adopted children, and spouses thereof; parents; brothers and sisters and spouses thereof; and any individual related by blood or affinity whose close association with the EMPLOYEE is equivalent of a family relationship.

D. REQUEST FOR SCHEDULED SICK LEAVE. An EMPLOYEE will submit a written request (SF-71) and/or appropriate leave request within an

automated time and attendance system for scheduled sick leave in accordance with established procedures. The PARTIES further agree that sick leave documentation and information will be strictly handled in a confidential and discreet manner.

E. EVIDENCE IN SUPPORT OF SICK LEAVE.

(1) In accordance with 5 CFR 630.403(a), the EMPLOYER may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. The EMPLOYER may consider an EMPLOYEE'S self-certification as to the reason for his or her absence as administratively acceptable evidence, regardless of the duration of the absence. The EMPLOYER may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence in excess of three (3) workdays/shifts, or for a lesser period when the EMPLOYER determines it is necessary. Such determinations may be grieved under Article 12. The EMPLOYEE must provide administratively acceptable evidence or medical certification for a request for sick leave no later than 15 calendar days after the date the EMPLOYER requests such medical certification as required by 5 CFR 630.403(b).

(2) If the EMPLOYER has reason to believe that an EMPLOYEE may be abusing the sick leave privilege, the EMPLOYER may advise the EMPLOYEE via a Letter of Requirement that all future requests for unscheduled sick leave must be supported by a medical certificate verifying incapacitation as required by 5 CFR 630.403(b).

(3) In accordance with 5 CFR 630.403(c), the EMPLOYER may require an EMPLOYEE requesting sick leave to care for a family member in situations described in paragraph 2b(4) above to provide an additional written statement from the health care provider concerning the family member's need for psychological comfort and/or physical care. This statement must certify that:

a. The family member requires psychological comfort and/or physical care;

b. The family member would benefit from the EMPLOYEE'S care of presence; and

c. The EMPLOYEE is needed to care for the family member for a specified period of time.

F. ADVANCING SICK LEAVE. When there is reasonable expectation that an EMPLOYEE will return to duty in cases of serious illness or

disability, an EMPLOYEE may be advanced sick leave up to the maximum as established by law provided that:

(1) The EMPLOYEE submits a written request to the EMPLOYER prior to the desired effective date of the advance leave unless prevented from doing so by the disability or illness. The EMPLOYEE'S request must be supported by medical documentation.

(2) There is reasonable assurance that the EMPLOYEE will return to duty for a sufficient period of time to earn the sick leave that is advanced.

(3) All earned sick leave to the EMPLOYEE'S credit is exhausted before the date the advanced sick leave is to begin.

G. SICK LEAVE AND THE LEAVE DONOR PROGRAM. In accordance with applicable laws and regulations, an EMPLOYEE who has been affected by a medical emergency and has exhausted all available sick leave may make written request to the EMPLOYER to become a leave recipient under the Leave Donor Program as further discussed in Section 8 of this Article.

H. SICK LEAVE AND THE FAMILY AND MEDICAL LEAVE ACT (FMLA). In accordance with applicable law and regulation, EMPLOYEES are entitled to a total of 12 administrative workweeks of Leave Without Pay (LWOP) during any 12-month period under FMLA and they may substitute sick leave for LWOP as specified in 5 CFR Part 630 Subpart L.

### SECTION 3. UNSCHEDULED ANNUAL/SICK LEAVE FOR EMERGENCY PURPOSES.

(1) EMPLOYEES are expected to provide the EMPLOYER with as much advance notice as possible regarding a need for unscheduled annual or sick leave. If the need for unscheduled annual or sick leave occurs prior to the start of the EMPLOYEES' scheduled work shift, they will contact the EMPLOYER One (1) hour prior to the start of their scheduled work shift. Unscheduled annual or sick leave requests will be approved/disapproved on a case-by-case basis. The EMPLOYER may consider extenuating circumstances in the event notice is not received within the specified call-in time. If EMPLOYEES are prevented from personally contacting the EMPLOYER, notification of the absence may be made by another responsible person; however, in all instances, EMPLOYEES are responsible for assuring that notification to the EMPLOYER is made.

(2) Notification to the EMPLOYER will include the EMPLOYEE'S name, the nature of the emergency, and the estimated duration of the absence. Notification does not, in itself, assure that leave will be

approved. If the EMPLOYEE speaks directly to the EMPLOYER, the EMPLOYEE should assume leave is approved for the amount of time requested unless specifically disapproved at that time. If the EMPLOYEE anticipates absence beyond the initial estimated period, the additional absence will be reported as soon as possible to the EMPLOYER, indicating the anticipated length of the absence. The EMPLOYEE will submit a SF-71 and/or appropriate leave request within an automated time and attendance system to the EMPLOYER upon return to work.

#### SECTION 4. LEAVE WITHOUT PAY

A. PURPOSE. To provide guidance to the PARTIES regarding EMPLOYEES' use of Leave Without Pay (LWOP).

B. DEFINITION OF LWOP. Leave Without Pay (LWOP) is a temporary non-pay status and absence from duty granted upon an EMPLOYEE'S request. The permissive nature of LWOP distinguishes it from Absence Without Leave (AWOL), which is an absence from duty that is not authorized or approved. Authorizing LWOP is a matter of administrative discretion by the EMPLOYER and as amplified in this AGREEMENT, except as otherwise provided by applicable law and regulation.

C. REQUESTING LWOP. LWOP requests will be submitted to the EMPLOYER as far in advance as possible prior to the date the requested LWOP is to begin. The request will either be approved or disapproved by the EMPLOYER. LWOP granted an EMPLOYEE may not, at a later time, be converted to annual or sick leave except as provided by applicable law and regulation (See DoD 7000.14-R, Volume 8, Chapter 5).

D. EMPLOYEE RETURN FROM LWOP STATUS. The EMPLOYER recognizes the obligation to return an EMPLOYEE to duty at the expiration of a period of approved LWOP to a position and rate of pay to which the EMPLOYEE is entitled by applicable law and regulation (See DoD 7000.14-R, Volume 8, Chapter 5).

E. LWOP AND THE FAMILY AND MEDICAL LEAVE ACT (FMLA). The Family and Medical Leave Act (FMLA) entitles an EMPLOYEE to a total of 12 administrative workweeks of LWOP during any 12-month period for purposes as defined by applicable law and regulation.

F. Military Leave: Military leave will be granted in accordance with applicable laws and regulations.

SECTION 5. ADMINISTRATIVE LEAVE

A. PURPOSE. to provide guidance to the PARTIES regarding the EMPLOYER'S use of administrative leave.

B. DEFINITION OF ADMINISTRATIVE LEAVE. Administrative leave is an excused absence from duty without loss of pay and without charge to annual or sick leave.

(1) VOTING AND REGISTRATION. EMPLOYEES who are in a duty status on a day that a federal, state, county or municipal election is held, may be granted the minimum hours necessary to provide up to three hours' time either immediately after the polls open or before the polls close in order to permit them to cast their ballots. EMPLOYEES who are off duty for three consecutive hours or more while the polls are open will not be granted excused time to vote. Any excused time to vote requires prior coordination with the EMPLOYER. When permitted by voting regulations those on or scheduled to go on Temporary Additional Duty (TAD), are encouraged to vote by absentee ballot.

(2) EMPLOYEES who vote in jurisdictions which require registration in person may receive administrative leave to register on the same basis as specified in paragraph 4(b)(1) above. However, it is understood that no excused time will be provided to register if registration can be accomplished on a non-workday.

C. INCLEMENT WEATHER OR EMERGENCY CONDITIONS

(1) The EMPLOYER will determine when inclement weather or any other emergency conditions are such as to warrant announcements of special reporting instructions or excused absences, in accordance with its procedures.

(2) When the EMPLOYER determines it is necessary to close any duty station because of inclement weather or any other emergency condition developing during working hours, whether EMPLOYEES should or should not be charged leave for an absence depends upon the EMPLOYEES' duty or leave status at the time of dismissal as follows:

a. If EMPLOYEES were on duty and were excused, there is no charge to leave for the remaining hours of the work shift after being excused.

b. If EMPLOYEES were on duty and departed on leave after official word was received but before the time set for dismissal,

leave is charged from the time the EMPLOYEES departed until the time set for dismissal.

c. EMPLOYEES who are on scheduled leave before notice of early dismissal is received will be charged leave for the amount of time requested for that day.

(3) When a duty station or an assigned site away from the duty station is open, but inclement weather or other emergency conditions affecting travel to the duty station or an assigned site away from the duty station prevents EMPLOYEES from getting to work on time or at all, these EMPLOYEES may be granted administrative leave on a case-by-case basis.

D. BLOOD DONATION. The EMPLOYER may grant EMPLOYEES administrative leave to participate in EMPLOYER-sponsored blood drives. If granted, the amount of administrative leave should be sufficient to allow EMPLOYEES to travel to the donation site, donate, recuperate, and travel back to their duty location, normally not to exceed 4 hours. Such excusal does not cover an EMPLOYEE who gives blood for his or her personal use or receives compensation for giving blood. (See DoD 7000.14-R, Volume 8, Chapter 5)

E. BONE MARROW OR ORGAN DONATION. The EMPLOYER may grant EMPLOYEES administrative leave to participate in blood testing for the purpose of being placed on a Bone Marrow Donor Registry or as a potential organ donor. If EMPLOYEES are notified and requested to be bone marrow or organ donors, they are entitled under 5 USC 6327 to 7 (bone marrow donor) and 30 (organ donor) days, respectively, of paid leave each calendar year (in addition to annual and sick leave) to serve as a donor. For medical procedures and recuperation requiring absences longer than that allowed by law and regulation, EMPLOYERS may continue to accommodate EMPLOYEES by granting additional time off in the form of accrued sick leave and/or annual leave, as appropriate; advance sick/annual leave; donated annual leave from a leave donor program; and Leave Without Pay (LWOP).

F. OTHER USES OF ADMINISTRATIVE LEAVE. The EMPLOYER may excuse EMPLOYEES for brief periods for any other reasons that are deemed by the EMPLOYER to be in the best interest of the community, public or the Department of the Navy.

## SECTION 6. OTHER PAID LEAVE

A. ABSENCE OF VETERANS TO ATTEND FUNERAL SERVICES. Under certain circumstances, 5 USC 6321 provides for an excused absence

from duty for certain EMPLOYEES who are veterans to participate in funeral ceremonies for a member of the Armed Forces whose remains are returned from abroad for final interment in the United States. EMPLOYEES should contact their servicing HRO for additional information on this subject.

B. ABSENCE IN CONNECTION WITH FUNERALS OF IMMEDIATE RELATIVES IN THE ARMED FORCES. Under 5 USC 6326, an EMPLOYEE is entitled to leave without loss or reduction in pay, leave to which entitled, credit time or service, or performance or efficiency rating, to make arrangements for, attend the funeral of, or memorial service for an immediate relative who died as a result of wounds, disease, or injury incurred while serving as a member of the Armed Forces in a combat zone. Employees should contact their servicing HRO for additional information on this subject

#### SECTION 7. COURT LEAVE

A. Purpose. To provide guidance to the PARTIES regarding EMPLOYEES' use of court leave.

B. DETERMINING IF COURT LEAVE IS APPROPRIATE. When EMPLOYEES are under summons to serve on a jury or to qualify for jury service, or are subpoenaed as a witness, time lost from the work schedule will be charged to court leave, official duty time, annual leave or Leave Without Pay (LWOP) as applicable. If an EMPLOYEE is on annual leave when called to jury duty or witness service, court leave will be substituted by the EMPLOYER, and no charge will be made to annual leave for the court service. An EMPLOYEE under proper summons from a court for jury duty should be granted court leave for the entire period, regardless of the number of hours per day or days per week he/she actually serves on the jury during the period. Jury service for which an EMPLOYEE is entitled to court leave does not include periods where the EMPLOYEE is excused or discharged by the court, either for an indefinite period, subject to call by the court or for a definite period in excess of 1 day.

C. PROCEDURES TO FOLLOW WHEN COURT LEAVE IS USED.

(1) If EMPLOYEES are called to perform the above civic duties, the EMPLOYEES will promptly notify the EMPLOYER in order that arrangements may be made for the EMPLOYEES to perform these duties. Should extenuating workload considerations exist the EMPLOYER may request that the EMPLOYEES be released from these duties, and subject to approval by the court. Such requests do not relieve the EMPLOYEES of civic responsibility UNLESS DISMISSED BY THE COURT.

(2) Court leave may be granted only after EMPLOYEES presents the EMPLOYER with the original or true copy of the summons for jury service or subpoena for witness service. Such documentation will be presented as soon as possible, prior to the beginning of jury or witness service. Upon completion of such service, EMPLOYEES will provide signed documentation from the court which shows the dates of their service.

(3) EMPLOYEES on court leave or official duty status for jury or witness service are not entitled to a jury or witness fee. EMPLOYEES are entitled to keep any court determined expenses over and above any jury or witness fee. If a court should present EMPLOYEES with a fee, the EMPLOYEES will present such fee to the EMPLOYER together with certification of service from the court as specified in paragraph (d) above, for proper disposition.

D. EMPLOYEES who are normally assigned to the evening shift, night shift or other work schedules and are required to appear in court, whether on jury duty or as a witness during the day may be granted an adjustment in their regular schedule in order to coincide with the court day(s), at their request. In the alternative, the EMPLOYEE may request court leave for the EMPLOYEE's regularly scheduled tour of duty, to allow for sufficient rest to perform their court duties. In such cases, the EMPLOYEE will not suffer any loss of pay and will continue to be entitled to night differential or other regularly scheduled premium payments in accordance with applicable payroll policies.

E. RETURN TO DUTY AT COMPLETION OF COURT LEAVE. When EMPLOYEES are excused from jury service or as witnesses, in time to permit them to return to their duty site for at least three hours during the normal workday, the EMPLOYEES will do so or request appropriate leave.

**ARTICLE 19**  
**SAFETY AND HEALTH**

SECTION 1. The PARTIES are committed to having a workplace environment that is safe, healthy and productive. The PARTIES agree to cooperate in this effort by encouraging EMPLOYEES to work in a safe manner and report all observed unsafe or unhealthy working conditions. The PARTIES also agree that:

A. All EMPLOYEES have a right to work in an environment free of harassment, intimidation, threats, or bullying of any kind. All EMPLOYEES are expected to adhere to a standard of conduct that is respectful and courteous to others. EMPLOYEES are responsible for immediately reporting any threats or acts of violence to the EMPLOYER.

B. Intimidation, threats, harassment, assaults, or acts of violence by anyone at any level, will not be tolerated. The EMPLOYER will take swift and appropriate actions when any such incidents occur.

C. Any EMPLOYEE who is assigned to a job that he/she has a reasonable basis to believe will be dangerous to life, limb, or health will immediately report the circumstances to his/her supervisor who will promptly investigate the situation and take appropriate corrective actions. Supervisors will contact the EMPLOYER'S occupational safety office for assistance, as necessary. Supervisors will inform the reporting EMPLOYEE(s) of all action taken in writing. The safety office will investigate all reports brought to its attention (alleged imminent danger situations within 24 hours, potentially serious situations within three days, and all other situations must be investigated within ten working days). If the reported situation involves a health hazard, as opposed to a safety hazard, the safety office will refer the report to the cognizant medical activity for investigation as necessary.

D. The EMPLOYEES shall be properly trained to safely perform their duties in areas that require specific training.

SECTION 2. The EMPLOYER will provide the necessary protective clothing, equipment and safety devices for all EMPLOYEES in accordance with applicable standards/laws/directives.

SECTION 3. An EMPLOYEE who has sustained an on-the-job injury will be required to perform duties only to the extent and limits prescribed

by the attending physician in consultation with the Medical Officer of the EMPLOYER if that consultation is deemed necessary by the EMPLOYER.

SECTION 4. When the Medical Officer of the EMPLOYER determines that an EMPLOYEE is physically unfit for duty after reporting for work, the EMPLOYER will make arrangement for transportation, if medically necessary or medically requested, to a medical facility or to the EMPLOYEE'S home.

SECTION 5. Information concerning the location and applicable regulations and procedures of the Office of Federal Workers' Compensation Programs, Department of Labor, will be provided by the EMPLOYER.

SECTION 6. The EMPLOYER agrees to obtain prompt emergency medical service and first aid for EMPLOYEES who become injured or seriously ill on the job.

SECTION 7. EMPLOYEES who suffer an on-the-job injury will report such an injury immediately to their supervisor/EMPLOYER and receive medical attention. If the EMPLOYEES are disabled because of a traumatic injury, they may use Continuation of Pay (COP) not to exceed 45 days or sick or annual leave, for the period of disability consistent with applicable law and regulation. If EMPLOYEES elect to use sick or annual leave, a SF-71 and/or appropriate leave request within an automated time and attendance system will be completed for such action and submitted to the EMPLOYER.

SECTION 8. The PARTIES recognize their mutual obligation to help prevent, discourage and expose Workers Compensation fraud/abuse by notifying the appropriate authorities.

SECTION 9. The PARTIES agree that EMPLOYEES will comply with the requirements of Occupational Health and Industrial Hygiene Programs.

SECTION 10. The PARTIES fully support the Drug Free Workplace Program. Executive Order 12564 established the basic requirements for a Federal Drug Free Workplace.

SECTION 11. The PARTIES agree that they share an interest in promoting EMPLOYEE health and wellness.

SECTION 12. Where applicable, the PARTIES agree that the UNION is entitled to one (1) member and one (1) alternate member to serve on the Safety Committees. The UNION member will have the full rights and privileges of other members.

**ARTICLE 20**  
**RECORDS AND OFFICIAL PERSONNEL FOLDERS**

SECTION 1. OPFs will be maintained in accordance with applicable Federal laws and government-wide regulations. Only information authorized by Federal law or government-wide regulation will be maintained in the OPF.

SECTION 2. Each employee or his/her personal representative designated in writing will, upon request, be provided a copy or photocopy of any document contained in his/her OPF in accordance with applicable government-wide regulations.

SECTION 3. Records, Notes or Diaries

a. Records, notes or diaries maintained by a supervisor with regard to his/her work Unit or employees are merely extensions of the supervisor's memory.

b. Records, notes or diaries, to the extent that they contain personal observations on individual employees, must be maintained in a secure and private manner and will not be disclosed to any unauthorized person.

## ARTICLE 21

### SPECIAL TOOLS AND CLOTHING - USE OF VEHICLES

SECTION 1. Subject to the provisions of applicable Federal regulations, the Employer agrees to bear the full expense of all special tools, clothing and equipment employees may be required to use. If required to transfer tools from one location to another, or transportation is needed for employees on the job, the Employer will provide government vehicles. Use of private vehicles will not be required.

SECTION 2. CIVILIAN CLOTHING. All Civilian personnel will present a good public image, and maintain good order, discipline, and morale appropriate to the execution of the mission and vision of the Command. All PARTIES are responsible for enforcing this guidance and promoting good order. Employees are encouraged to inform the individual's chain of command and or the union when such discrepancies are observed. Persons whose appearance does not comply with this guidance and who cannot correct the discrepancy on the spot will be directed to return to their residence to improve their personal clothing/appearance. Every individual who is subject to this section is responsible to ensure their clothing and appearance is appropriate for the work environment. The size and fit of all clothing will display a neat appearance and will not be excessively over or undersized and in good taste. It is the policy of the EMPLOYER that all Civilian Personnel will present good, clean and neat grooming/dressing standards to enhance the public image for successful execution of Command Mission.

**ARTICLE 22**  
**TOBACCO FREE ACTIVITY**

SECTION 1. The parties agree that Naval Hospital Beaufort is a tobacco free facility.

**ARTICLE 23**  
**EMPLOYEE PERFORMANCE APPRAISAL**

SECTION 1. The PARTIES agree that any performance appraisal system in place will be used as an EMPLOYER process, with EMPLOYEE participation, in developing goals and work requirements, improving both individual and organizational effectiveness, and accomplishing the EMPLOYER mission.

SECTION 2. The PARTIES further agree that EMPLOYEES who use authorized official time in labor relations activities or representational duties will not be penalized on their appraisals for approved absences or use of official time.

SECTION 3. The PARTIES agree that every EMPLOYEE will receive an annual performance appraisal as governed by applicable law and regulation. Problems with job/position descriptions identified during the performance appraisal will be addressed in an expeditious manner. The PARTIES agree that it is important for EMPLOYEES to inform the EMPLOYER when they feel that their description is not accurate.

**ARTICLE 24**  
**EMPLOYEE DEVELOPMENT**

SECTION 1. The supervisor and the employee will jointly identify training and developmental needs that will assure improvement or maintain current, the employee's performance of official duties. Employees and supervisors are responsible for providing input in the Individual Development Plans (IDP).

SECTION 2. In the nomination and selection of employees for training, each supervisor must ensure that there is no discrimination due to race, color, religion, sex, national origin, age, or handicapping condition.

SECTION 3. Employees will be allowed to apply for training he/she believes will enhance his/her job performance in knowledge, skills or abilities. Employees will be given every consideration in his/her requests to attend training, meetings, conferences or seminars. Requests will be considered in a fair and equitable manner.

SECTION 4. Supervisors recognize the importance of further education and will make every effort possible to support an employee pursuing educational opportunities that are job related.

**ARTICLE 25**  
**MERIT PROMOTION PROGRAM**

SECTION 1. Merit promotion to a position vacancy will be on the basis of qualifications and merit. It is further understood that programs and policies will be properly applied to ensure that all employees receive fair consideration for advancement developmental opportunities.

SECTION 2. The EMPLOYER reserves the right and may elect to fill vacant positions by methods other than Merit Promotion such as reassignment, re-promotion, reinstatement, transfer, or other official appointments as well as through career promotions under an approved training and career development program.

SECTION 3. An automated staffing program is the primary method for applying and filling vacancies. The EMPLOYER will ensure that EMPLOYEES are properly trained on the applicable program.

SECTION 4. Management Identification of Candidates (MIC) is an abbreviated process that can be used by the EMPLOYER to quickly identify candidates and fill vacancies.

SECTION 5. Promotions will be made without regard to political, religious, UNION affiliation or non-affiliation, marital status, race, color, sex, age, national origin, or non-disqualifying physical handicap.

SECTION 6. Sick leave usage may be considered in the rating process when there is a current documented abuse of sick leave e.g., a disciplinary action or Letter of Requirement.

SECTION 7. Applicants will be identified and referred to the selecting official in accordance with merit promotion principles. Non-selection of an applicant shall not be a matter for processing a grievance under Article 12.

SECTION 8. Unless leave is requested in accordance with Article 18, EMPLOYEES of a UNIT will not be charged leave to participate in interviews conducted by the EMPLOYER of that UNIT for positions within the local commuting area.

SECTION 9. DETAILS. A detail is the temporary assignment of an EMPLOYEE to another position or set of duties for a specified period of time without a change in base compensation. All details will be in

accordance with applicable Federal laws, government-wide rules and regulations.

**ARTICLE 26**  
**JOB POSITION/CLASSIFICATION**

SECTION 1. The job/position description is a statement of the major duties and responsibilities, qualification and skill requirements, and organizational location of a position within the control of the EMPLOYER. The EMPLOYER maintains the currency and accuracy of descriptions, and may add to, modify, or delete provisions thereof as necessary. When changes occur in the major duties, responsibilities or technical functions, the description will be amended to reflect these changes. Minor changes to official descriptions may be made by pen and ink changes concurrent with review by the classification official.

SECTION 2. INACCURATE JOB/POSITION DESCRIPTIONS

A. When any EMPLOYEE feels that their job/position description does not adequately and accurately reflect the duties they are performing, they are entitled to discuss the matter with their supervisor. If this discussion fails to resolve the issue to the EMPLOYEE'S satisfaction, the EMPLOYEE will present in writing those duties which they feel are not reflected in their description and which they feel constitute significant changes from their current position description. Significant changes are those affecting major duties and responsibilities for a significant portion of the time and which are of a recurring nature.

B. The supervisor will accept or reject the proposed changes within 60 calendar days and notify the EMPLOYEE of that decision in writing. If the supervisor accepts the proposed changes, they will forward the proposed changes to the EMPLOYER.

C. The EMPLOYER will accept or reject the proposed changes and notify the EMPLOYEE of that decision in writing via the supervisor. If the EMPLOYER accepts the proposed changes, these changes will be forwarded to the appropriate Staffing and Classification office for action.

D. The Staffing and Classification office will provide a written decision to the EMPLOYER, supervisor and the EMPLOYEE.

SECTION 3. An EMPLOYEE may request, in accordance with the Position Classification Appeal Procedure (See 5 CFR Part 511), an OPM decision on the appropriate occupational title, series or grade of the EMPLOYEE'S official position. Upon the request of the EMPLOYEE, the EMPLOYER will provide information concerning the EMPLOYEE'S

rights to request the OPM decision and the appropriate procedure to do so as set forth in applicable law and regulation.

## ARTICLE 27

### TRANSFER OF FUNCTION/TRANSFER OF WORK

SECTION 1. A transfer of function is the movement of the work of one or more EMPLOYEES from one competitive area to another. The function ceases in one competitive area and reappears in an identifiable form in another competitive area where the function is not currently performed. EMPLOYEES are entitled to move with their functions where required by applicable law and regulation.

SECTION 2. A transfer of work is the movement of an EMPLOYEE'S work from one organization to another when the gaining organization is already performing virtually identical work. EMPLOYEES are not entitled to move with the work where required by applicable law and regulation.

SECTION 3. EMPLOYEES affected by a transfer of function outside the commuting area which necessitates a move, will be notified in writing not less than 60 calendar days, or as specified by applicable law and regulation, prior to the transfer. The EMPLOYEE will be given at least 30 calendar days within which to accept or reject the transfer offer.

SECTION 4. The EMPLOYER may place affected EMPLOYEES in vacant positions for which they qualify in the same commuting area and/or same competitive area.

SECTION 5. Permanent change of duty station relocation entitlements, including travel and per diem, for an EMPLOYEE will be authorized in accordance with DOD Joint Federal Travel Regulations (JFTR).

**ARTICLE 28**  
**REDUCTION-IN-FORCE**

SECTION 1. The PARTIES recognize that various outside influences or decisions may have an impact on the organization/size of the EMPLOYER which may result in a Reduction-In-Force (RIF).

SECTION 2. When the EMPLOYER decides to conduct a Reduction-In-Force (RIF), the following procedures will apply:

A. The PARTIES and EMPLOYEES will be notified of a pending RIF situation and subsequent RIF updates as far in advance as possible.

B. Before initiating RIF procedures, the EMPLOYER may request authority to utilize voluntary programs such as Separation Incentive Pay (SIP) to reduce the potential impact on EMPLOYEES applicable to rules and regulations.

C. Affected EMPLOYEES will receive a specific notice of a RIF in advance of the effective date in accordance with law and regulation.

D. Retention registers and other applicable information may be provided in accordance with law and regulation and may be made available for the affected EMPLOYEE(S) and the UNION representative to review upon request.

SECTION 3. The EMPLOYER will assist those EMPLOYEES identified for separation in registering in DOD and other Federal programs.

SECTION 4. Prior to and during the RIF, eligible EMPLOYEES will be advised and receive training or counseling pertaining to retirement in accordance with applicable rules and regulations.

**ARTICLE 29**  
**AREA WAGE SURVEY**

SECTION 1. The EMPLOYER will notify the UNION as soon as information is received by the EMPLOYER that the Department of Defense Wage Fixing Authority has directed the start of an official Area Wage Survey. When appropriate, the UNION will be permitted to make presentations to the local Wage Survey Committee.

SECTION 2. EMPLOYEES selected by the UNION and approved by the EMPLOYER to participate as a data collector on the Area Wage Survey will be released and placed on official time for this purpose.

**ARTICLE 30**  
**CONTRACTING OUT**

SECTION 1. The EMPLOYER will notify the UNION before work or services presently performed by EMPLOYEES may be contracted out, including the process of direct conversion. Contracting out actions, to include UNION involvement, are governed by applicable law and government-wide regulations.

SECTION 2. The PARTIES agree, subject to applicable law and regulation, the UNION will have the opportunity to participate in the development of supporting documents and proposals. This will include the development of performance standards, performance work statements, plans, and the development of in-house cost estimates. Participation will be consistent with procurement and conflict of interest requirements.

SECTION 3. The PARTIES, in the spirit of partnership, will provide a timely, no-cost exchange of information to include items such as a current listing of Commercial Activities affecting the EMPLOYEES. The PARTIES may be present but not impede any walk-through for potential bidders. The PARTIES are committed throughout this process to work together to reduce the adverse impact on EMPLOYEES. In accordance with the Circular A-76 Revised Supplemental Handbook, the PARTIES agree to permit, as appropriate, EMPLOYEE involvement in the development of the initial EMPLOYER submission of the Commercial Activities Inventory.

**ARTICLE 31**  
**CIVILIAN EMPLOYEE ASSISTANCE PROGRAM**

Section 1. Both the Union and the Employer recognize the need for a conscientious assistance program for employees in need of counseling regarding substance abuse as well as personal problems affecting performance and/or conduct.

Section 2. The Employer agrees to maintain an effective Civilian Employee Assistance Program (CEAP) in accordance with applicable regulations.

Section 3. The Union agrees to support the CEAP and encourage employees having such problems to avail themselves of CEAP assistance.

**ARTICLE 32**  
**DURATION AND CHANGES**

Section 1. This agreement is for a period of five (5) years and shall be effective the date it is approved by the Department of Defense (DoD) and ratified by the Union.

Section 2. The contract shall automatically renew for a period of five (5) years, provided provisions are brought into conformance with Federal law, government-wide rule or regulations, unless either party gives written notice to the other of its desire to amend the agreement at least sixty (60) calendar days, but not more than ninety (90) calendar days, preceding the expiration of this agreement. Within thirty (30) calendar days after receipt of the written notice, the parties will meet and commence negotiations. If negotiations are not requested, or are not completed, prior to the expiration date, this agreement shall remain in full force and effect until a new agreement is reached.

Section 3. During the duration of this Agreement, a specific provision may be opened for negotiation of an amendment at any time by mutual consent but only that provision will be considered reopened.

Section 4. No agreement, alterations, understanding, variations, waivers or modifications 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, unless such agreement is made and executed in writing between the parties hereto, and the same has been ratified by the Union and approved by DoD.

## APPENDIX A

TITLE 5--GOVERNMENT ORGANIZATION AND EMPLOYEES PART III--EMPLOYEES

Subpart F--Labor-Management and Employee Relations CHAPTER 71--LABOR-  
MANAGEMENT RELATIONS

### SUBCHAPTER I--GENERAL PROVISIONS

Sec. 7106. Management rights

A. Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency-

(1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

(2) in accordance with applicable laws-

a. to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

b. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

c. with respect to filling positions, to make selections for appointments from--

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source; and

d. to take whatever actions may be necessary to carry out the agency mission during emergencies.

## APENDIX A

B. Nothing in this section shall preclude any agency and any labor organization from negotiating

(1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

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**APPENDIX B: RECORD OF OFFICIAL TIME**

**SECTION A**

Command: \_\_\_\_\_

Date: \_\_\_\_\_

Name of management official approving  
use of official time: \_\_\_\_\_

Signature \_\_\_\_\_

Name of Directorate/Departmental division \_\_\_\_\_

**SECTION B**

Date on which official time was used: \_\_\_\_\_ Amount authorized: \_\_\_\_\_ Time Left: \_\_\_\_\_

Time Returned: \_\_\_\_\_

Total used: \_\_\_\_\_

**SECTION C - PURPOSE OF OFFICIAL TIME (check appropriate blocks)**

Category IA		Union negotiations
Category IB		Mid-term or local Supplement Bargaining
Category IIA		Formal Discussion
		Representation during questioning (Weingarten)
		Discuss/Investigate Employee Complaint
		Prepare/present reply to a proposed disciplinary action
		Other (specify)
Category IIB		Participate in FLRA proceedings (ULP hearing/investigation)
Category IIIA		Prepare and Present grievances
		Prepare and Present Arbitration case
Category IIIB		Prepare and Present MSPB appeal
		EEO Hearing

**SECTION D**

Employee(s) Represented: \_\_\_\_\_

Supervisor of Employee: \_\_\_\_\_

**SECTION E**

Remarks: \_\_\_\_\_

**INSTRUCTIONS**

Fill out this form for each use of official time by a union representative. If more than one purpose is checked in Section C, indicate in Section E the amount of official time spent on each purpose. Turn in forms to the Civilian Personnel office at the end of each month. Keep a copy for your records.

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