







DEPARTMENT OF THE NAVY  
NAVAL REGIONAL MEDICAL CENTER  
Portsmouth, Virginia 23708

Code 301: rh r  
12720/2

MEMORANDUM FROM THE COMMANDING OFFICER

This negotiated agreement between the Naval Regional Medical Center and the American Federation of Government Employees, Local 122 is intended to be more than just a binding labor contract. It provides guidance to Management based on joint consideration of local personnel management concerns. As such it establishes operating policies and complements existing Federal rules, regulations and policies.

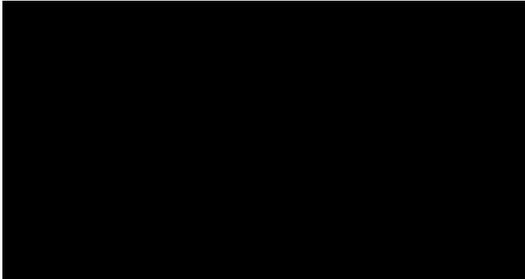
Supervisor's of civilian employees are vital to the labor/management relationship between the parties and are required to adhere to the terms of the agreement. Mission accomplishment will be enhanced by adherence to the terms of the agreement and I urge you to familiarize yourself with your responsibilities and obligations contained herein. Military and civilian supervisors alike will not unilaterally change or waive provisions of this agreement. The Civilian Personnel Service may be contacted for guidance and assistance on problem areas and/or interpretation of the provisions of the agreement.

This supervisor's edition of the agreement is designed to provide blank space on the back of each page to record problems which occur in living with the agreement. If any problem in implementing its provisions or interpreting its contents is encountered, call the Civilian Personnel Service for assistance. The problem and the solution should be recorded on the reverse side of the page containing the provision which presented the problem. Not only will this provide future guidance in the area, but the supervisors and the management negotiating committee will have ready access to problem areas which surface during the life of this agreement. The end result will provide the committee with invaluable information to correct problem areas through renegotiation.

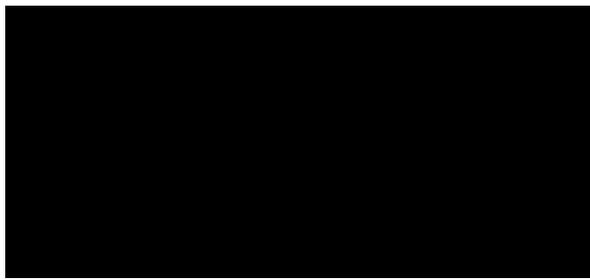


IN WITNESS WHEREOF the parties hereto have executed this agreement  
on this 14th day of December 1981.

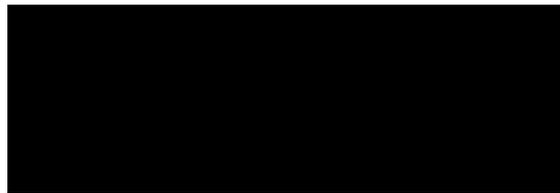
FOR THE EMPLOYER



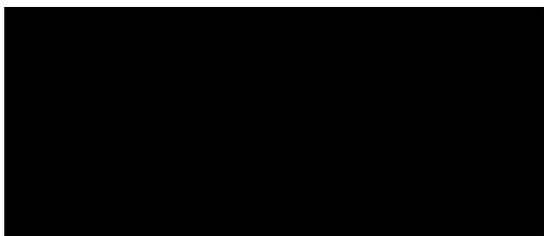
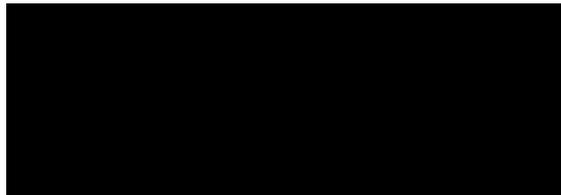
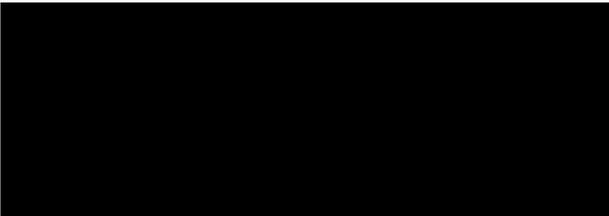
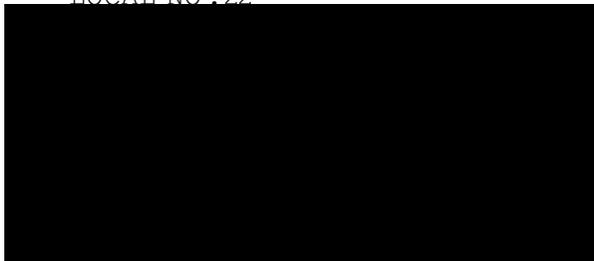
FOR THE UNION



-----  
NEGOTIATING COMMITTEE  
NAVAL REGIONAL MEDICAL CENTER



NEGOTIATING COMMITTEE  
LOCAL NO. 22



The Agreement is to be annotated to indicate: Approved by the Secretary of  
the Navy 8 January 1982, to be effective 8 January 1982.

## TABLE OF CONTENTS

Article No.	Title	<u>Page No.</u>
	Preamble	
I	Recognition and Unit Discrimination	2
II	Provisions of Law and Regulations	2
III	Rights of Employer	3
IV	Rights of Employee	4
V	Matters Appropriate for Negotiation	5
VI	Rights of Union	6
VII	Union Representatives	7
VIII	Basic Workweek, Shifts, and Hours of Work	9
IX	Overtime	10
X	Annual Leave	13
XI	Court Leave and Excused Absences	15
XII	Sick Leave	17
XIII	Leave Without Pay	20
XIV	Holiday	21
XV	Merit Promotion Program	22
XVI	Positions and Job Descriptions	27
XVII	Unit Work Assignments	29
XVIII	Acceptable Level of Competency	30
XIX	Details	31
XX	Disciplinary and Adverse Actions	32
XXI	Grievance Procedure	33
XXII	Arbitration	41

TABLE OF CONTENTS (Cont'd)

Article No.	<u>Title</u>	Page No.
XXIII	Training and Employee Utilization	43
XXIV	Parking	44
XXV	Reduction-in-Force	45
XXVI	Wage Survey	46
XXVII	Equal Employment Opportunity Committee	47
XXVIII	Employee Services	48
XXIX	Incentive Awards Program	49
XXX	Facilities and Bulletin Boards	50
XXXI	Safety	51
XXXII	General Provisions	53
XX.XIII	Publicizing the Agreement	56
XXXIV	Duration and Changes	56
XXXV	Voluntary Allotments for Payment of Dues	58
XXXVI	Transfer of Function	59

NEGOTIATED AGREEMENT UNDER  
5 U.S.C. Chapter 71

PREAMBLE

This agreement is made by and between the Navel Regional Medical Center, Portsmouth, Virginia, hereinafter referred to as the "Employer" and the American Federation of Government Employees, Local No. 22, AFL-CIO, hereinafter referred to as the "Union". In consideration of the mutual covenant here in let forth the parties here to intending to be bound hereby agree as follows:

It is the intent and purpose of the parties hereto to promote and improve the effectiveness and efficiency of the Naval Regional Medical Center and the well-being of its employees in accordance with the provisions of Title VII - Federal Service Labor-Management relations of The Civil Service Reform Act of 1978 as incorporated in 5 U.S.C. Chapter 71.

Now, therefore, the parties here to agree as follows:

ARTICLE 1  
RECOGNITION AND UNIT DETERMINATION

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).

The Union recognizes its responsibility of representing the interests of all

Such employees without discrimination and without regard to employee organization

membership with respect to grievances, personnel policies, practices and procedures or other matters affecting their general working conditions, subject to the express limitations set forth elsewhere in this agreement.

Section 2. This agreement is applicable to all employees of the Employer excluding employees of the Food Management Service and the following:

- (1) any management official or supervisor as defined in 5 USC 7103(a) (10);
- (2) a confidential employee;
- (3) an employee engaged in personnel work in other than a purely clerical capacity;
- (4) an employee engaged in administering the provisions of 5 USC Chapter 71;
- (5) both professional employees and other employees, unless a majority of the professional employees vote for inclusion in the unit;
- (6) any employee engaged in intelligence, counterintelligence, investigative, or security work which directly affects national security; or
- (7) any employee primarily engaged in investigation or audit functions relating to the work of individuals employed by an agency whose duties directly affect the internal security of the agency, but only if the functions are under taken to ensure that the duties are discharged honestly and with integrity.

ARTICLE II  
PROVISIONS OF LAW AND REGULATIONS

Section 1. It is agreed and understood by the Employer and the Union that in the administration of all matters covered by this agreement, the Employer and

the Union shall be governed by the provision of any existing or future laws, executive orders, and regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published Agency policies and regulations in existence at the time this agreement is approved; and by subsequent published agency policies and regulations required by law or by regulations of other appropriate authorities, or authorized by the terms of a controlling agreement at a higher authority.

Section 2. The requirements of this Article, Article III and Article IV shall apply to all

supplemental, implementing, subsidiary or informal Agreements between the parties of this agreement.

### ARTICLE III

#### RIGHTS OF EMPLOYER

Section 1. The Employer retains the right to:

- (a) determine the mission, budget, organization, number of employees and internal security practices for the Center;
- (b) determine the numbers, types, and grades of employees or positions assigned to any organizational entity of the Center, work project, or the tour of duty;
- (c) determine the technology, methods, and means of performing work;
- (d) hire, assign, direct, layoff, and retain employees or to suspend, remove, reduce in grade or pay or take other disciplinary action against its employees;
- (e) assign work;
- (f) determine the contracting out of work operations and to determine the personnel by which operations shall be conducted;
- (g) determine the procedures which management officials will observe in exercising their authority and except wherein specifically delineated by Chapter 71 of Title 5, United State& Code, or provisions of this agreement;
- (h) determine the appropriate arrangements for employees adversely affected by the exercise of any authority by management officials;

- (i) with respect to filling positions, make selections from among properly ranked and certified candidates for promotion or from any other appropriate source:
- (j) determine the interpretation of regulating issuance from higher authority and apply the interpretation throughout the Unit: however, the Employer agrees to consult with the union prior to making any changes in personnel policies, practices and procedures that are applicable to employees in the Unit.

Section 2. The employer agrees to furnish one copy of any proposed changes in aforementioned personnel policies, practices and procedures to the Union for review and negotiation as to impact on Unit employees prior to the proposed effective date. The Union will furnish its proposals and views to the Employer as soon as possible within the time frame requested by the Employer. The Union may request additional time from the Employer to respond to proposed changes in personnel policies, practices and procedures as mutually agreed between the Employer and the Union.

#### ARTICLE IV

#### RIGHTS OF EMPLOYEE

Section 1. It is agreed that employees shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty of reprisal, to form, join and assist any employee organization or to refrain from any such activity. Except as expressly provided hereinafter and in 5 U.S.C. Chapter 71 the freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of the Union representative, including presentation of its views to officials of the Executive Branch, the Congress or other appropriate authority. The Employer shall take such action, consistent with law or with directives from higher authority, as may be required in order to assure the employees are apprised of the rights described in this Article,

and that no interference, restraint, coercion or discrimination is practiced to

encourage or discourage membership in the Union.

to encourage or discourage membership in the Union.

Section 2. It is further agreed that the rights described in this Article do not extend to participation in

the management of the Union or acting as a representative of any such Union, where such participation or activity would result in a conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

Section 3. Nothing in this agreement shall require an employee within the unit to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary written authorization for the payment of dues through payroll deduction.

## ARTICLE V

### MATTERS APPROPRIATE FOR NEGOTIATION

Section 1. It is agreed and understood that matters appropriate for negotiation between the Union and the Employer are policies, programs and procedures within the discretion of the Employer not expressly excluded by Article III; Rights of Employer, or 5 USC 7117.

Section 2. For purposes of this agreement, consultation is defined as mutual discussion of the conditions of employment of unit members, as defined in 5 USC 7103(14) and limited by Section 1 of this article, with the object of reaching mutual understandings or agreements. It is further agreed that, in the absence of compelling circumstances to the contrary, the Employer will orally notify and/or provide the Union with an advance copy of any proposed directive which effects changes to any existing policies, programs and procedures related to working conditions currently in effect or that may come into effect during the term of this agreement. The Employer will bargain with

the Union regarding changes in conditions of employment, provided that the request to bargain over such change is transmitted to the Employer within five working days after receipt of notification of the proposed change(s) subject to extension of the time limit for good cause shown. Impact bargaining requested by the Union will be related to the proposed change (s) and shall proceed in such a manner so as to not cause an unreasonable delay or impede the Employer in the exercise of its management rights.

Section 3. Written summaries of problems and solutions discussed in meetings with the Union and the Employer will be furnished to the Union within five work days after resolution of matters discussed.

## ARTICLE VI

### RIGHTS OF UNION

Section 1. The Union, as the representative of all employees in the Unit, shall have the right and responsibility to present its views to the Employer either orally or in writing. This will include any matter of concern which is appropriate for consultation in accordance with Article V of this agreement. If either party so requests, the Employer and the Union agree to meet promptly and to jointly make every effort to resolve the matter which created the concern.

Section 2. The Employer will keep memorandum records of meetings between management officials and the Union at the Service/Clinic level and above, indicating dates, those in attendance, subject discussed and decisions reached. The Employer will prepare the memorandum record of such meetings and will furnish a copy of the record to the Union.

Section 3. The Union shall have the right and shall discuss with the Employer any grievance concerning the interpretation of application of this agreement.

or any policy, regulation or practice relating to working conditions now or hereafter enforced wherein the Employer has discretion.

## ARTICLE VI I

### UNION REPRESENTATIVES

Section 1. The Union shall supply the Employer in writing and shall maintain with the Employer on a current basis, a complete list of all elected officers, all other authorized representatives, and all authorized Union stewards, together with the specific organizational component within the unit in which each Union steward is authorized to act in behalf of the Union. The Union agrees that each steward shall normally restrict his activity to the specific office, Service/Clinic or organizational component in which he is authorized by the Union to act in its behalf. The number of stewards shall be those reasonably required so that each employee in the unit shall have reasonable access to a steward. The Chief Steward may represent employees in areas of the Center where a steward is not available for representation purposes.

Section 2. Reasonable time during working hours will be allowed Union representatives for attendance at meetings with the Employer. The Union stewards will be allowed reasonable time to confer with employees on appropriate matters directly related to the work situations within the unit as well as grievances. The Union agrees that whenever business of any nature is being transacted during working hours, only that amount of time reasonable and necessary to bring about prompt disposition of the matter will be used.

Section 3. In the event it becomes necessary to transfer a Union steward from one shift to another or from his assigned station, the steward will be normally given at least three (3) days notice of such action.

Section 4. The designated and authorized Union representatives may receive

And investigate grievances. Representatives of the Union shall not solicit grievances. Before leaving his work, the Union representative concerned will obtain permission from his immediate supervisor, if available, or the next senior supervisor. The permission of the immediate supervisor of the person being contacted will also be obtained, if available, or, if not, that of the next senior supervisor. Permission will normally be granted at the time of request unless in the opinion of either of the supervisors concerned work requirements do not permit. In such case, a time will be suggested by the supervisor and mutually agreed upon by the parties. Time of departure and return to work shall be reported in each case to the supervisors. Union representatives will guard against the use of excessive time in handling such matters.

Section 5. Solicitation of membership and activities concerned with internal management of the Union such as activities involving other employee groups, collection of dues, assessments or other funds, membership meetings, campaigning for Union office, conducting elections and distribution of literature or authorization cards will not be conducted during working hours.

Section 6. The Employer agrees to make necessary arrangements for authorized local and national representatives of the American Federation of Government Employees to visit the Employer, at reasonable times on appropriate business. The Director of Civilian Personnel will be advised of the purpose of any requested visit in advance.

Section 7. Commensurate with the provisions of this agreement, recognized Union representatives shall be free to exercise their responsibility, to advance the best interest of and to represent the employees covered by this agreement. and shall be permitted to engage in authorized activities on behalf of the Union. It is further agreed that no union representative shall

be denied any right or privilege otherwise entitled to because of his serving as a union representative.

ARTICLE: VIII  
BASIC WORKWEEK, SHIFTS, AND HOURS OF  
WORK

Section 1. It is agreed and understood that, except as hereinafter provided, the Basic Workweek will normally consist of forty hours of work scheduled for five eight-hour days, Monday through Friday inclusive. In no case shall the basic workweek extend over more than six days of administrative workweek.

Section 2. The Employer agrees to minimize the impact of shift assignments and hours of work on unit employees by careful planning and reasonable notice to employees affected by emergencies and other unforeseen circumstances. Requests for relief from unit employees will be considered on an individual basis in light of current workload, staffing levels, leave usage, and volunteers when they are available.

Section 3. The Employer will normally provide 72 hours advance notice to unit employees whose basic workweek or shift hours are to be changed.

Section 4. In work areas subject to rotating shifts, a rotation schedule will be posted covering a four week period. The Employer will consider written requests for changes to the posted schedule provided another qualified employee agrees to the change and the schedule change will not result in overtime compensation to either employee.

Section 5. Employees assigned to shift work are entitled to compensation for work on Sunday and nights to the extent permissible by current law, rule, or regulation.

Section 6. A nonduty eating period of 30 minutes duration may be established

for the first, second and/or third shift at or near the midpoint of the shift. In work areas where the shifts do not overlap, employees may be permitted to eat during the shift without interrupting assigned work and without charge to leave.

Section 7. The regular day shift hours of the Employer shall be 0800 to 1630 with a 30 minute nonduty lunch period. Day shift hours in work areas subject to rotating shifts may vary from the norm because of differing mission support requirements. Direct patient care areas which are essentially fully staffed on only one shift may also establish a different day shift schedule.

Section 8. The Employer agrees that immediately prior to lunch and the end of the shift, five minutes will be allowed for the purpose of personal clean-up and stowage of personal or Government-owned property. It is recognized that unusual circumstances may occur which will necessitate additional clean-up time. In such cases the additional time necessary will be allowed. In the absence of compelling circumstances no employee will be required to remain after his shift for purposes of cleaning up his designated area, or to stow Government-owned property. Nothing herein shall be construed to allow an employee to otherwise leave his assigned work area until the lunch period commences or the shift ends.

## ARTICLE IX

### OVERTIME

Section 1. The Employer agrees that overtime work shall be paid for at the appropriate overtime rates in accordance with current regulations. Overtime rates shall include any shift differential or additional pay to which the employee is entitled.

Section 2. The Employer agrees that overtime work will be distributed

equitably among all employees within the organizational elements as far as the character of the work and the qualifications and availability of the employee to perform work will permit. Employees assigned to work overtime must be qualified to perform the overtime work in an efficient and expeditious manner. For the purpose of this section, organizational element is defined as the lowest organizational component shown in the official Organizational Manual. It is recognized that certain factors, i.e., leave, continuity on jobs of short duration, peculiar environmental or skill requirement, etc., may cause temporary imbalances in the equitable distribution of overtime. However, nothing in this Section shall be construed as alleviating the responsibility of the Employer to distribute overtime fairly and equitably a 12-month period. The employer agrees to maintain overtime records within the organizational element for joint review by the employer and the Union. Such review shall occur when the Union submits a request in writing to the Labor Relations Advisor, Civilian Personnel Service, stating the Service/Clinic organizational element and the reason(s) for the review and that the review will not violate existing regulations and law. When overtime work which requires familiarization training becomes sufficiently repetitious within a work area so as to unduly unbalance the equitable assignment of overtime, then to the extent feasible the Employer shall make necessary arrangements to train and qualify a reasonable number of additional employees for that work.

Section 3. The Employer agrees to solicit volunteers for overtime assignments whenever possible. The Employer will consider an employee's request to be relieved from an overtime assignment on a case by case basis. An employee will be relieved in instances where another qualified employee is available for the assignment and there will be no disruption to the mission of the Employer. If

an employee is relieved of an overtime assignment at his/her request the hours of overtime declined will be considered as overtime hours worked for purposes of determining the equity of overtime distribution. Overtime records will be governed by the Privacy Act of 1974.

Section 4. When employees are loaned to an organizational element for the purpose of supplementing the work force of the element on a continuing basis (40 hours or more), and overtime is required of the employees of the element, the employees loaned will be given equitable consideration for the overtime. In any event, an employee who is not assigned to the element will not be brought in and assigned to overtime to the exclusion of the regular employees.

Section 5. The Employer shall notify affected employees of the requirements for all overtime work promptly after establishing firm overtime requirements. Every reasonable effort will be made to provide this notice at least 24 hours prior to the requirements or by the close of business on Thursday when the overtime assignments involve Saturday or Sunday. This Section does not apply to emergencies requiring immediate corrective action.

Section 6. During overtime assignments which extend beyond the normal eight hour day, affected employees so assigned shall be permitted to eat on the job while continuing to work.

Section 7. Compensatory time off shall be in accordance with appropriate regulations and the Fair Labor Standards Act. Employees, except those whose rate of basic compensation exceeds the maximum rate of grade GS-10 shall have the right to elect or reject compensatory time off, in lieu of overtime, for irregular or occasional overtime work and shall be protected from coercion or reprisal in this right. Federal Wage System employees must be paid for overtime work performed.

Section 8. The Employer agrees that the Union shall have the right to consult with the Employer as to the need for compensatory time.

Section 9. Employees called in to work outside of their regular shift hours shall be compensated for a minimum of two hours in accordance with the provisions of this Article regardless of whether the employee is required to work the entire two hours. In addition thereto, any employee called in to work outside his regular shift hours may be promptly excused upon completion of the job which he was called in to perform. It is understood that any employee that is called in before his scheduled starting time, and works straight on to his scheduled quitting time, is entitled only to that amount which would be payable at the regular overtime rate.

Section 10. Employees scheduled to work irregular overtime commencing on Saturday or Sunday may be relieved from duty upon completion of the assigned work or because of circumstances which preclude completion of the assigned work. Compensation will be limited to actual hours worked. Overtime assignments will not be terminated as a reprisal action against a unit employee.

## ARTICLE X ANNUAL LEAVE

Section 1. It is agreed that employees shall earn annual leave in accordance with applicable statutes. Any employee's request for annual leave shall be granted, subject to the reasonable requirements of the Employer, when he has given his supervisor reasonable notice for any absence of one to five days duration, subject to meeting the mission requirements of the Center. Leave in excess of five days shall normally be requested five days in advance and a decision shall be given to the employee within 24 hours. When a request for annual leave in excess of five days has been denied, the employee

will be notified of the reason (s) for denial, in writing. Requests for annual leave for emergency reasons will be considered on an individual basis.

Section 2. Employees desiring annual leave for vacation purposes of one (1) week or more continuous duration will request such prior to 1 May. Workload and/or manpower shortage conflict resulting from requests for the same or overlapping leave periods will be resolved by scheduling the leave in accordance with the following:

- (a) Employees having "use or lose" leave equal to or in excess to the amount of leave requested will receive first priority. If each involved employee meets this requirement, the employee with the most "use or lose" leave will receive first priority.
- (b) Employees who submitted their request first (by date of receipt by management) will receive second priority.

Once an employee has made his selection, he shall not be permitted to change his selection if by doing so he would disturb the choice of another. Every reasonable effort consistent with workload and work schedule requirements will be made to adhere to the established vacation schedule. Employees affected by a necessary change in the vacation schedule shall have the right to have their vacations rescheduled. All "use or lose" annual leave must be scheduled and approved no later than the beginning of the third biweekly pay period prior to the end of the leave year.

Section 3. The Employer will not cancel "use or lose" leave in a manner as to cause forfeiture by the employee. End of year "use or lose" leave requests will be submitted, in writing, in duplicate, normally utilizing Standard Form 71. The supervisor will acknowledge receipt on the copy and return it to the employee. Excess "use or lose" leave requests will be approved subject to cancellation for emergency conditions as determined by the Commanding Officer or his designated representative.

Section 4. Unit employees may request advanced annual leave subject to a

management determination that the employee can be spared for the period requested and that sufficient annual leave will be accumulated prior to the end of the leave year to permit a full and fair evaluation of the request.

Section 5. Any employee having annual leave to his credit may apply in advance for leave and such leave with pay shall be approved for any work day which occurs on the employee's birthday or a religious holiday associated with the religious faith of the employee, unless the granting of such leave would adversely affect the operation of the hospital.

Section 6. The Employer agrees to grant annual leave in increments of tenths of an hour (six minute) increments.

Section 7. The Employer agrees that tardiness of 15 minutes or less may be excused by the supervisor when warranted and justifiable by the circumstances and the employee is not habitually tardy. Tardiness in excess of 15 minutes and up to one hour may be referred to the Commanding Officer for excusal when circumstances so warrant. It is understood by the Union that excused tardiness is not compulsory or even desirable in all cases.

## ARTICLE XI

### COURT LEAVE AND EXCUSED ABSENCES

Section 1. In the event that an employee is subpoenaed for jury duty, jury qualification, as a witness for the Federal, State, or local government, the Employer will pay him at his basic rate for the time necessarily lost from his normal work schedule for such purposes, less any compensation or fees received for his performance of such duties.

Section 2. If an employee is subpoenaed for jury or witness service, he shall promptly notify the employer in order that arrangements may be made for his absence.

Section 3. The employee will present to the Employer a signed jury service time card or other satisfactory evidence of the time served on such duties.

Section 4. The Employer will consider requests for excused absences from Union officers and stewards for Union sponsored training which will be of mutual benefit to the Employer and the Union. Such requests must be submitted sufficiently in advance to permit full and fair consideration by the employer and to provide for schedule changes that may be required. Administrative excusal for this purpose will be approved only for that portion of the training session deemed to be mutually beneficial and will normally not exceed 8 hours annually for any individual. The Employer and the Union agree that the Union is responsible for per diem and travel costs.

Section 5. The Employer agrees to grant up to four (4) hours of excused leave to employees who donate blood. Up to an additional four (4) hours may be excused when attending medical personnel certify the need for additional recuperation time.

Section 6. Excused absence will be given to eligible employees to vote in National, State or Municipal elections or referendums consistent with applicable Federal rules and regulations. In this connection, eligible employees will be excused without charge to leave for the purpose of voting on the following basis: where the polls in the employee's voting residence are not open at least three hours before or after an employee's regular hours of work, he will be granted an amount of excused time which will permit him to report for work three hours after the polls open or leave work three hours before the polls Close, whichever requires the lesser amount of time off. If an employee's voting place is beyond commuting distance and voting by absentee ballot is not permitted, the employee will be granted sufficient time off in order to make the trip to the voting place to cast his ballot

not to exceed eight hours. Upon request of the Employer, employees will provide proof of eligibility to vote.

## ARTICLE XII

### SICK LEAVE

Section 1. It is agreed that employees shall earn sick leave in accordance with applicable statutes and regulations and be granted sick leave in increments of tenths of an hour (six minutes). The Employer and the Union recognize the value of sick leave and the importance to each employee in conserving it to the maximum extent possible as a means for assuring continuity of income during periods of illness and incapacitation from duty. In furtherance of that objective, the Union agrees to assist the Employer by emphasizing the importance to each employee in the unit in conserving his sick leave.

Section 2. Sick leave records are maintained by the payroll office which provides pay roll services to the Employer. The use of such records is governed by the Privacy Act of 1974. Disclosure of sick leave records will be limited to those individuals who have an official need for the information for the purpose of discipline, etc.

Section 3. Unit employees who are assigned to direct patient care areas who are incapacitated for duty must call in to their immediate or higher level supervisor no later than the beginning of the shift to report their absence and request sick leave. Unit employees assigned to other areas will call in and request sick leave as soon as possible, but normally no later than the first hour of the assigned shift. If the employee finds that he will be absent beyond the original estimated time, he will report this to the Employer indicating the reasons for the continuing absences and the anticipated length. Such notification shall not in itself be justification for approval or disapproval of sick leave.

Section 4. Sick leave as necessary shall be granted for medical, dental, or optical examination or treatment.

Sick leave for these purposes normally will be applied for in advance, in minimum amounts of leave necessary.

Section 5. Except as hereinafter provided, employees shall not be required to furnish a medical certificate to substantiate requests for sick leave unless such leave exceeds three workdays continuous duration. It is agreed and understood that the Employer has the right to require that an employee furnish a medical certificate for each absence which he claims was due to incapacitation for duty on the following basis:

- (a) if there is a discernible pattern of sick leave absence within a 90 day period including Mondays and/or Fridays, before or after holidays, or other reasonable evidence that the employee has abused sick leave privileges;
- (b) the Employer has counseled the employee in respect to the use of his/her sick leave, a record of such counseling is on file, and the employee's "record subsequent to the counseling does not indicate improvement; or
- (c) the employee has been given written notice by letter of requirement that he must furnish a medical certificate for each absence which he claims was due to illness. Letters of requirement will not be filed in the employee's Official Personnel Folder.

Section 6. Letters of requirement issued for suspected sick leave abuse remain in effect until cancelled by the supervisor. The supervisor will review the sick leave record of the employee no less frequently than every six months and will inform the employee, in writing, of the results of the review.

Section 7. In the event an employee is absent in excess of three workdays because of incapacitation for duty and does not obtain professional medical attention, sick leave for the period may be granted upon submission of acceptable administrative evidence other than a doctor's certificate. Administrative evidence is interpreted to mean when there is a shortage of physicians, remoteness of locality, or because of circumstances such as an

employee with a chronic ailment who is continually under the service of an attending physician and continue medication previously prescribed.

Section 8. In the event an employee because ill on the job, the supervisor will complete Form OPNAV 5100/9, Dispensary Permit, and refer the employee to the Medical Officer located in the Occupational Health Office, Building 215. Employees located in branch clinics will be referred to the Medical Officer in Staff Sick Call. Employees who are sent home by the appropriate Medical Officer shall not be required to furnish a medical certificate to substantiate such absence unless it exceeds three subsequent workdays of continuous duration. In cases where an employee is required to submit a medical certificate for each absence which is claimed as due to illness in accordance with Section 5 above, such certificate will be furnished for periods of absence subsequent to the day he is sent home from the Center.

Section 9. Employees who have been absent due to medical reasons for seven consecutive days (including holidays and weekends) must have medical clearance before they return to work .

Employees located at the main hospital complex will report directly to the Occupational Health Office in Building 215, whereas employee in the branch clinics will report directly to Staff Sick Call for clearance. Employees on the third shift located at the main hospital complex will report to the Emergency Room for clearance.

Section 10. Employees who are incapacitated for duty because of serious illness or disability may be advanced sick leave not to exceed 30 workdays provided:

- (a) the employee is serving under a Career or Career-Conditional appointment;
- (b) the employee does not have a current letter requiring the furnishing of a medical certificate for each absence claimed as sick leave with the exception of an employee enrolled in the Employee Assistance Program (EAP);

- (c) the employee's separation from the service is not being contemplated by Employer nor is the employee contemplating separation by retirement or resignation
- (d) there is reasonable evidence, substantiated by a medical certificate that the employee will be capable of returning to work and fulfilling the full scope of his duties;
- (e) there is no evidence indicating the employee will not remain employed after his return to duty long enough to repay the advanced sick leave; and
- (f) the employee has used all annual leave except 120 hours.

Section 11. If an employee furnishes administratively acceptable evidence showing that the employee's absence was necessary to care for a member of his family that was ill with a disease requiring isolation, quarantine or restriction of movement for a particular period by regulations of local health authorities, sick leave will be granted.

Section 12. It is agreed that employees within the unit, who are injured while on duty and such injury requires the employee to take sick leave in excess of three days, shall be counseled on the provision of the Federal Employees' Compensation Act.

ARTICLE XIII  
LEAVE WITHOUT  
PAY

Section 1. It is agreed that employees may be granted leave without pay provided that provisions of applicable laws and regulations are met. Such leaves of absence without pay shall not exceed one year for each application.

Section 2. The Employer recognizes that employees in the unit may be selected or appointed as a delegate to a Union convention or other such function, which necessitates an absence from the hospital. In this regard, the Employer will authorize annual leave or leave without pay for such employees.

Section 3. Employees accepting full time positions as Union representatives shall normally be granted leave without pay in one year increments.

Section 4. Employees returning to duty from approved leave without pay will be granted such rights, privilege and seniorities to which they may be entitled at this time in accordance with appropriate regulations

Section 5. Employees in an approved leave of absence without pay status shall accrue all rights and privileges in respect to retirement status and coverage under Group Life Insurance and Federal Employee Health Benefits Programs to which they may be entitled in accordance with appropriate regulations.

Section 6. Leave Without Pay (LWOP) is an approved leave status subject to the needs of the Employer and may be terminated or disapproved in the same manner as any other official employee absence from work.

#### ARTICLE XIV

#### HOLIDAYS

Section 1. Eligible employees shall be entitled to all holidays now prescribed by law and any that may be later added by law, and all holidays that may be designated by Executive Order.

Section 2. Holidays as designated above will normally be observed as non-workdays. When such holidays as defined above fall on Saturday or Sunday, the Center shall observe the preceding Friday or the succeeding Monday, in lieu of such holidays. Then such Friday or Monday shall be deemed to be a holiday.

Section 3. Employees in a pay status shall receive eight hours pay at their regular hourly rate plus an appropriate shift differential on all days defined as holidays that they are required to work, except as provided otherwise in applicable laws and regulations.

Section 4. It is agreed that in no instance shall an employee be scheduled to perform work on a holiday to avoid the payment of overtime on a later date or to perform work on a holiday which is not essential to meet the workload commitment.

Section 5. Employees working on a holiday within their basic workweek shall receive double their hourly rate and appropriate shift differential for all hours not to exceed eight hours worked on such holiday. Overtime work performed on a holiday shall be compensated for as overtime work performed on any other day in accordance with Article X of this agreement.

ARTICLE  
XV

MERIT PROMOTION PROGRAM

Section 1. It is agreed that the policy of the Navy is to utilize employee skills and qualifications to the maximum extent possible by selecting and promoting employees on the basis of merit. In accordance with the Navy's policy, the Employer agrees to select and promote the best qualified employee available, to encourage a high level of employee performance and satisfaction, and to strive to retain all capable employees. Position vacancies within the unit are covered by the terms of the Merit Promotion Program except where modified by this agreement.

Section 2. It is agreed that the Employer's Merit Promotion Program will include the filling of position by methods other than promotion such as reinstatement, transfers and changes of appointing office in accordance with appropriate regulations. It is further agreed that when a position within the unit is to be filled by promotion, then compliance with this Article and the latest Office of Personnel Management regulations is mandatory.

Section 3. It is agreed that the selection of employees for understudy

type positions. for demotion, reassignment or for detail to a position of function which may result in promotion shall be in accordance with this Article.

Section 4. It is agreed that career and career conditional employees within the areas of competition as indicated in specific announcements who apply for vacancies and who are on approved leave or in military service will be considered on the same basis as other applicants.

Section 5. The Employer and the Union agree to encourage all employees within the unit to familiarize themselves with the provisions of the Employer's Merit Promotion Program, to encourage them to strive for self- improvement factors that are considered by selecting officials when they choose between competing candidates for a promotion, to encourage them to compete for positions for which they desire to be considered and for which they believe themselves qualified, and to encourage them to insure that their qualifications are a matter of record in their Official Personnel Folder by periodically reviewing the folder to insure that it includes up-to-date records of their experience, education, part-time experience, training courses or seminars, awards received or similar data that may reflect improvement in their qualification.

Section 6. It is agreed and understood that, employees of other activities who are permanently assigned to work at this hospital shall be included in the minimum area of consideration.

Section 7. The Employer agrees that sick leave records and medical records will not be used for the purpose of rating candidates for promotional registers.

Section 8. The Employer agrees that applicants for promotion will be evaluated based on a combination of experience, training, education and performance appraisal. Written examinations shall not be used as a basis

for determining eligibility except in those cases where required by higher authority for certain positions. However, written examinations may be used on some positions as an evaluation factor in addition to those previously set forth in this Section. The Employer further agrees to schedule examinations and interviews during regular working hours and to excuse participating employees without charge to leave or loss of pay.

Section 9. It is agreed that employees within the unit that participate in examinations or interview at other Naval activities in the immediate commuting area will be excused without charge to leave or loss of pay provided the interview or examination is considered in the best interest of the Navy.

Section 10. It is agreed that when an employee cannot report as scheduled for an examination in connection with promotion because of emergency or other compelling reasons such as sick leave, overwhelming workload, etc., he will be rescheduled provided he requests such action within 48 hours of return to his normal tour of duty and place of work. Failure to meet the time frame above will result in denial of his request. Further, the establishment of registers and selection from those registers will not be delayed until rescheduled employees have been examined or interviewed except when the failure to report is issued by the Employer's action. The Employer will then reschedule the employee as soon as possible.

Section 11. The Employer agrees to post on all Official Bulletin Boards announcements of all promotional opportunities. Such announcements shall either contain the minimum qualification standards for the position or indicate where the minimum qualifications are located. Promotion announcements will remain posted for at least 10 workdays immediately preceding the closing date. It is further agreed that employees that remove

promotion or test announcements from any Employer Official Bulletin Board shall be subject to disciplinary action.

Section 12. Qualification requirements shall be realistic for the position and at least equal to minimum requirements established by the Office of Personnel Management. In making selection consideration of employee achievements that have earned special recognitions shall be part of the evaluation. Qualification standards and evaluation methods shall be reasonable, applied with fairness and equity to all candidates, and developed with the intend of obtaining the highest practicable degree of validity and reliability.

Section 13. All qualified unit candidates interviewed for a vacancy and not elected will be notified in writing within 30 days, if they were not selected for the position. When candidates have been interviewed for a specific vacancy and the vacancy is not filled within 30 days, all unit candidates involved will be notified. In filling positions under the Employer's Merit Promotion Program for which there are eligible candidates from sources outside the unit as well unit eligibles, the unit eligibles within reach will be considered concurrently unless the "outside" eligible has employment preference by reason of regulation or directives from higher authority.

Section 14. It is agreed that the deliberations of Selection Officials consist of privileged information and discussion of such deliberations outside of Selection Panel meetings is inappropriate. The disclosure of information concerning these deliberations outside of Selection Panel meetings is inappropriate. The disclosure of information concerning these deliberations by members of the Selection Panel and solicitation of such information by, or in behalf of, candidates for promotion is expressly forbidden. Violations shall constitute grounds for disciplinary action.

Section 15. It is agreed that the Union and members of the unit may appeal

promotion actions in accordance with Article XXI, Section 7 of this Agreement so long as the appeal is not an appeal of non-selection. In such appeals, the Employer will allow the Union to review documents on the promotion case that management thinks is appropriate and not in violation of the Privacy Act of 1974.

Section 16. The Union and the Employer understand that the Commanding Officer and selection officials are not required to justify their selection decisions to unsuccessful candidates. However, the Employer agrees that an employee who applies and is considered, passed over and not selected, will upon request to his immediate supervisor be referred to an appropriate Employer official to obtain counseling as to how he may avail himself of opportunities for self-improvement which might enhance his prospects for future selection for promotion. In no instance will the employee be denied this counseling.

Section 17. The Employer agrees that, upon establishment of a register, each competitor will be notified of his assigned rating. Unit employees may grieve their assigned rating in accordance with Article XXI, Section 7 of this Agreement.

Section 18. The Employer and Union agree that 3 to 10 candidates are normally forwarded for selection under the Merit Promotion Program. Interviews are optional with the selecting official; however, if interviews are optional with the selecting official; however, if interviews are conducted then all candidates shall be interviewed. Each register established for positions within the unit shall be valid for issuing certificates for a minimum of 90 days and a maximum of one year. Where there is indication that the register is still current and would be of no disadvantage to unit employees it may be extended another year and the Union will be notified. Existing continuing registers shall be opened every six months for receipt of applications.

Section 19. Requests for reassignment will be accepted by the Employer.

All qualified requests for reassignment to a particular position will be referred as a supplement for concurrent consideration to the promotion certificate but will not be ranked or grouped with those employees competing for promotion. Applicants applying for reassignment to positions with known promotional potential will be processed as Merit Promotion candidates unless applicant has previously held the higher level.

Section 20. The Employer agrees that selection for promotion to a position within the unit shall be without discrimination for any reason such as age, race, sex, color, religion, national origin, lawful political affiliation, physical handicap, marital status or other discriminatory factors.

Section 21. The Employer may promote employees eligible for special considerations and such promotions will be made in the inverse order of retention standing. Such promotions will be governed by the following criteria:

- (a) the employee's conduct since demotion has been satisfactory;
- (b) the employee meets current qualifications standards for the position;
- (c) there shall be no requirement in respect to elapsed time for employees who accept a lower level position through no fault of their own after the effective date of this agreement; and
- (d) mandatory promotion and placement action directed by higher authority shall be excluded from the provisions of this Section.

## ARTICLE XVI

### POSITIONS AND JOB DESCRIPTIONS

Section 1. It is agreed that the Wage and Classification Program shall be conducted within the guidelines issued and authority delegated by the Office of Personnel Management and higher Navy authority. In any case where action is proposed to modify the contents of any position or job description of any employee within the unit to the extent that the modification will

change either the rating, title, pay level or qualification requirements of the position or job description, it is agreed that the immediate supervisor or appropriate management of fiscal will discuss the proposed change with the employee concerned and his Union representative (s), if desired.

Section 2. It is agreed that any employee within the unit who believes that his position is improperly classified, shall have the right to request his immediate supervisor to have his classification reviewed.

The employee may be accompanied by a Union representative in presenting his request to and in discussing it with the supervisor. In event parties are unable to agree, the Chief of Service/Administrative Director/Officer-in-Charge will request the services of a position classification specialist from the Civilian Personnel Service to conduct an examination of the employee's work assignments to determine whether or not the classification is proper for the work performed. As a part of this examination, a position classification specialist will talk personally with the employee, his Union representative, and his immediate supervisor. Such discussion will include an explanation of the applicable classification processes. The Employer agrees to consider fully any information which the employee or his Union representative may wish to present, and to discuss the desk audit with the employer, and the employee's representative. If satisfactory resolution of the employee's complaint is not reached, the Employer will advise the affected employee of his appeal rights.

Section 3. The Employer agrees that every employee is entitled to a current copy of his position or job description which accurately reflects the duties and responsibilities assigned by the supervisor. The Employer further agrees that each employee shall be furnished an up-to-date copy upon completion of each annual maintenance review if there has been a change in duties. The

Employer further agreed to immediately furnish the employee a copy of any changes in his position or job description.

Section 4. The Employer agrees that the Union may review the position or job description of any employee within the unit in consultation with an appropriate management official in the Civilian Personnel Service when the description is pertinent to a specific complaint. Specific additional information used in determining the classification of the position will also be made available at the request of the Union. If the position or job description is found to be inaccurate, the steps in Section 2 of this Article will be followed.

Section 5. It is agreed that each position or job description shall fully spell out the major duties of the employee. When the catchall phrase, "and such other duties as may be assigned" is included in a position or job description, the Employer agrees that it shall not assign menial duties to a unit employee as a reprisal action against the employee for any reason.

Section 6. It is agreed that a mutual concern exists between the Employer and the Union over the implementation of the Factor Evaluation System. In order to facilitate this process, the Employer agrees to notify the Union when the new FES classification standards are received and when requested by the Union will meet with any elected official at a time and place mutually agreed upon by both parties to discuss the potential impact on affected unit positions.

## ARTICLE XVII

### UNIT WORK ASSIGNMENTS

Section 1. The Employer agrees that employees within the unit will not be assigned to menial or dirty tasks or to work which is generally recognized as undesirable as an act of reprisal or punishment.

ARTICLE XVIII  
ACCEPTABLE LEVEL OF COMPETENCY

Section 1. The acceptable level of competency is that level of performance by the employee that is satisfactory or better on all critical elements of the position.

Section 2. Employees who are performing less than satisfactorily on any critical element of the position will be normally advised in writing thirty (30) calendar days prior to the date of eligibility for a within grade increase (WING) of the potential negative determination. Guidance and assistance will be provided to the employee to enable him/her to bring the level of performance up to satisfactory or better in the deficient areas.

Section 3. Employees will be notified in writing of a negative determination as soon as possible after the completion of the waiting period. The negative determination notification will specify the reasons and the required performance necessary to be granted the WING. The employee will be informed of his/her right to reconsideration by a higher level official and of the fifteen (15) day time limit to request reconsideration.

Section 4. A reconsideration determination will be issued to the employee within ten (10) workdays and will specify the reasons for the decision and the right to file an appeal with the Merit Systems Protection Board (MSPB).

Section 5. A continuing evaluation of the employee 's performance will be conducted following the withholding of the WING. When a positive acceptable level of competence determination has been made by the supervisor, the WING will be effective on the first day of the beginning of the next pay period after the decision.

## ARTICLE XIX

### DETAILS

Section 1. The Employer agrees that details of employees will be kept within the shortest practicable time limits as required by this Agreement, applicable regulations and the latest Office of Personnel Management Instructions.

Section 2. Details will not be used to give an employee training and experience to qualify for higher level work unless the employee has qualified for the training under the terms under the established and approved training program or is selected in accordance with the merit Promotion Program. Employees shall not be placed on any assignment for the purpose of promotionally upgrading the position through classification review.

Section 3. An employee will not be detailed to a regular vacancy or to a new position of a comparable or lesser grade in excess of 240 calendar days. Volunteers from the work area of the vacancy will be considered in the Employer's selection of an employee for the detail.

Section 4. No employee shall be detailed to perform the duties of an established position of a higher grade in excess of 30 days without being temporarily promoted if otherwise eligible for promotion. If there are no qualified employees within the specific work unit, employees will be detailed in accordance with existing regulations.

Section 5. Except for details made from a current promotion register, or under authorized training agreements, or to act as a temporary instructor, or in cases of emergency, details to positions within the unit covered by this Agreement will consider qualified unit employees first before detailing from outside the unit.

Section 6. Supervisors responsible for assigning details shall be responsible for following the proper procedures as established by this Agreement,

the Office of Personnel Management, Center instructions and appropriate regulations.

Section 7. All details of more than thirty (30) continuous days shall be in writing and posted in the employee 's Official Personnel Folder.

## ARTICLE XX

### DISCIPLINARY AND ADVERSE ACTIONS

Section 1. The Employer agrees that it is the policy of the Navy to impose the minimum penalty that can reasonably be expected to correct the offending employees and maintain discipline and morale among other employees. The Employer further agrees that disciplinary action shall be taken only for

just cause and the employee will be notified of his rights to grieve and of the appropriate procedure available for grieving such action. It is further agreed that informal disciplinary actions such as oral admonitions or warnings may effectively correct deficiencies in an employee's conduct or work performance.

Section 2. An oral admonition may be given by the employee's immediate supervisor and will not be made a matter of record in the Official Personnel folder. All records of oral admonitions shall be destroyed at the end of one year of the date of issue.

Section 3. It is agreed and understood that employees may be formally disciplined by being reprimanded in writing, suspended from duty, reduced in compensation, or removed from employment. The Employer agrees that letters of reprimand will be removed from the employee's Official Personnel Folder and destroyed within two years of the date that the letter is issued. The preferment of more than one charge for a single instance of misconduct is prohibited, except when the instance involves two or more unrelated offenses.

Section 4. Before issuing a letter of reprimand, a notice of proposed disciplinary Action or other adverse action, the Employer agrees to institute a thorough investigation by a third party to determine and document the facts. The third party shall be an employee (civilian or military) of this Center who is not an official in the case or subject to being a deciding official in any grievance which may arise from the decision to discipline. The investigating party shall be appointed by the Chief of Service/Administrative Director/Officer-in-Charge as appropriate. It is agreed that investigative reports from the Security Service and the findings of a medical officer in a competency for duty examination will constitute the preaction investigation. A prima facie case must exist before a disciplinary or adverse action is instituted.

Section 5. If formal disciplinary action is contemplated, it is agreed that it is the Employer's responsibility to ascertain all pertinent facts prior to making a final decision and to uncover and attach due weight to factors supporting the employee 's position whether or not the employee offers such factors in his own defense. The employee's performance and conduct record, his character and potential should be considered in determining the severity of the penalty.

Section 6. The Employer agrees to delay the questioning of a unit employee suspected of misconduct when the employee requests Union representation.

## ARTICLE XXI

### GRIEVANCE PROCEDURE

Section 1, GENERAL: This Article is intended to provide an orderly procedure for the processing of grievances by the parties to this Agreement or Unit employees covered by this Agreement covering all matters except those matters specifically addressed in Section 2. Matters addressed in Section 8 provide

the aggrieved employee with an option to process his/her grievance under the negotiated procedure or under the applicable statutory procedure, but not both. The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly and in an orderly manner that will maintain the self-respect of the employee and be consistent with the principles of good management.

To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision. If the basis for the employee's grievance is an action or decision of an official at or above the immediate supervisor's level, the grievance shall begin at the appropriate level, as determined by the Employer, where a decision can be made.

Section 2. GRIEVANCE PROCEDURE COVERAGE:

(a) Except where established by law or excluded by the terms of this Agreement, this procedure shall be the exclusive procedure available to the parties of this Agreement and the employees in the Unit for resolving grievances subject to this procedure. Grievances excluded from consideration under this Article are as follows:

- (1) a violation covered by the Occupational Safety and Health Act of 1970;
- (2) a violation of military restoration rights appealable under Part 353 of OPM regulations;
- (3) establishment and application of critical elements and performance standards, under Title 5, U. S. Code, Section 4302;
- (4) a position classification decision appealable under Part 511 or Part 532 of OPM regulations and any resulting reduction in grade or pay;
- (5) an adverse action for political activity appealable under Part 733 of OPM regulations;
- (6) a fitness-for-duty examination decision reviewable under Part 831 of OPM regulations;
- (7) a health benefits decision appealable under Part 890 of OPM regulations;
- (8) a life insurance decision appealable under Part 870 of OPM regulations;

- (9) a violation of veterans preference rights appealable under Part 351 of OPM regulations;
- (10) a violation of the Fair Labor Standards Act (FLSA) appealable under Part 551 of OPM regulations;
- (11) denial of Freedom of Information Act requests appealable under Part 294 of OPM regulations;
- (12) termination of probationary employee appealable under Part 315 of OPM regulations;
- (13) Bureau of Retirement, Insurance and Occupational Health decision appealable under Part 831 of OPM regulations;
- (14) Examination, certification and appointment...Title 5, U.S. Code, Chapter 33, Section 3301;
- (15) Loyal Cases...Title 5, U.S. Code, Chapter 13, Section 1309;
- (16) National Security ••• Title 5, U.S.Code, Chapter 75, Section 7532;
- (17) Injury Compensation ••• Title 5, U.S. Code Chapter 81, Section 8121;
- (18) nonselection from a group of eligible employees under Chapter 335 and other applicable merit promotion procedures;
- (19) a preliminary warning notice of an action which, if effected. would be covered under this grievance procedure or other appropriate appellant review;
- (20) an action which terminates a temporary promotion within a maximum period of two years and returns the employee to the position which the employee was temporarily promoted, or reassigns or demotes the employee to a different position that is not at a lower grade or pay than the position from which the employee was temporarily promotes;
- (21) all Letters of Caution/Requirement and oral reprimands;
- (22) denial of Within-Grade Increase decision appealable under Part 531 of OP regulations; and
- (23) termination of Veteran Readjustment Act appointees with less than one year of service in the position.

Section 3. RIGHTS:

- (a) The Union shall be the sole representative for any grievance processed under this procedure.

(b) Any Unit employee may present a grievance on his/her own behalf through this procedure; however, the Union has the right to be present during the proceedings. This does not preclude the employee from Union representation at any time during the proceedings.

(c) The filing of a grievance will not be construed as reflecting unfavorably on an employee's good standing, his performance, or his loyalty or desirability to the organization.

(d) Time during working hours, normally not to exceed four hours, will be allowed for employee and his/her Union representative to present grievances and attend meetings with management officials regarding such grievances. A Union representative is defined as the appropriate area Union Steward or a Union Officer. In the event the Union should need additional time, the Union may submit its request for additional time to the Employer to present grievances and/or attend meetings with management officials as mutually agreed between the Employer and the Union.

(e) The Union will refuse to present a grievance if it lacks merit or is inconsistent with the terms of this agreement.

Section 4. GRIEVANCE PROCEDURE TIME LIMITS:

(a) Any employee grievance not taken up with the Employer within 15 calendar days after the occurrence of the incident which gave rise to the grievance shall not be presented or considered at a later date. In cases where the employee or Union could not reasonably be expected to have been aware of the facts giving rise to the grievance, such grievance shall be presented in accordance with the appropriate section of this Article within 15 calendar days after the employee or Union become aware of said facts.

(b) Failure of the employee to meet the time limit prescribed at each step will terminate the grievance. Failure of the Employer to answer a grievance within the time limits prescribed in each step of this procedure shall permit the grievance to be referred to the succeeding step of the procedure. Failure of the Employer to answer a request for extension of time within the time limits provided will automatically grant the time extension.

(c) The time limits may be extended by mutual agreement between the parties to this Agreement.

Section 5. NEGOTIATED GRIEVANCE PROCEDURE: The following procedures are established for the resolution of grievances to the parties and to all eligible employees of the Unit and shall be adhered to:

(a) INFORMAL PROCEDURE:

Step 1. In the event that an employee has a grievance, the matter shall first be informally discussed by the grievant with the immediate supervisor. If desired by the grievant, he may be accompanied by a Union representative. If such is the case, that Union official shall so notify the Labor Relations Advisor, Civilian Personnel Service. Upon receipt of

this notification, the Labor Relations Advisor shall meet with the grievant, his representative and the immediate supervisor in an attempt to resolve the grievance. If a Union representative is not chosen by the grievant, the grievant and his mediate supervisor vill meet in an atteapt to resolve the grievance. In either of the above instances, the immediate supervisor will render an oral decision as soon as possible, but not later than five calendar days from the time the informal discussions end. The Union and the Employer anticipate that most employee grievances will be settled at this informal. step.

Step 2. If a satisfactory settlement is not reached at the immediate supervisor level, the grievant and his Union representative will, within five calendar days after receipt of the immedi ate supervisor's decision, request a meeting with the next higher level of supervision. This request will be made to the Labor Relations Advisor. If, however, this level is the Chief of Service, Administrative Director, or Offtcer-in-Charge, the grievance will be reduced to writing end the formal procedure will be followed. Otherwise, the Labor Ralations Advisor will arrange and meet with the grievant, his representative and the higher supervisor as soon as possible, but not later than five calendar days after the date of the request. The higher supervisor will render his oral decision as soon as possible, but not later than five calendar daya from the time the discusasion(s)end.

(b) FORMAL PROCEDURE:

Step 1. If a satisfactory settlement is not reached at the informal procedure, the grievance shall be reduced to writing and submitted to the Chief of Service. Administrative Director, or Officer-in-Charge, via the Labor Relations Advisor, by the grivant's Union representative within five calendar days after receipt of the informal decision. The grievance, in a format mutually agreeable between the parties of this Agreement, must contain in detail, the basis for the grievance and the corrective action desired. The Labor Relations Advisor shall arrange and meet with the Chief of Service, Administrative Director, or Officer-in-Charge, and they shall have initial discussions on the grievance with the grievant and his Union approved representative. The meeting will occur within five calendar days after the date of receipt of the written grievance. The Chief of Service, Administrative Director, or Officer-in-Charge shall summarize the discussion(s)and render a decision in writing as soon as possible, but not later than ten calendar days after discussion(s) with the parties end. This step will be the intital phase of the formal portion of this Grievance Procedure.

Step 2. If the grievance is not resolved with the Step 1 decision, an appeal in writing may be submitted by the President of the Union or his designated representative on behalf of the grievant to the Commanding Officer within seven calendar days after receipt of the Step 1 decision. After receipt of the appeal, the Commanding Officer or his designated representative, when he deems it appropriate to obtain additional information, will meet within seven calendar days with the employee concerned and his Union representative. The Commanding Officer will render his decision within 15 calendar days after receipt of the appeal. The decision at this step will be -in writing and copies shall be furnished to the employee concerned and the Union president.

Step 3. If the grievance is not settled at Step 2, the Union may, within 15 calendar days thereafter, refer such matter to arbitration in accordance with the provisions of the Arbitration Article of this Agreement.

Section 6. SPECIAL GRIEVANCES:

(a) Union or Management Grievance. Grievances initiated by either party to this Agreement will be submitted directly to either the Commanding Officer or the President of the Union, as appropriate. The grievance will be in writing and be submitted within 15 calendar days of the occurrence of the incident which gave rise to the grievance. Within 10 calendar days of receipt of the grievance, the Commanding Officer and/or his designee will meet with the President of the Union and/or his designee to resolve the grievance. A written decision will be rendered by the appropriate party not later than 15 calendar days after the meeting(s) end unless it is determined that the matter be remanded to a lower organizational level for processing and resolution. If remanded, it will be processed within the procedures and time limits prescribed at the level to which remanded. The date of decision to remand will initiate the time limits.

(b) Group Grievance. In the case of two (2) or more employees in the Unit having a like or similar grievance, one grievant will be selected to represent the others in proceeding with his/her grievance. Applicable time limits and procedures of this Article prevail and all decisions rendered on the grievance shall be binding on the other grievants.

Section 7. MERIT PROMOTION GRIEVANCES: The Union agrees that Unit employees applying for positions at this Activity will abide by the Employer's Merit Promotion Program.

Grievances arising from the Merit Promotion Program will be processed according to the following applicable procedure:

(a) Grievances arising concerning matters other than those covered by Section 7.b. will be submitted in accordance with Section 5.

(b) Grievances arising from the determination of basic eligibility or or the assigned numerical rating will be processed in accordance with the following procedure:

Step 1. The grievant will informally discuss the matter with the Staffing Specialist or rating panel who made the determination. If the matter is not resolved, a written grievance, Merit Promotion Grievance Form 5ND NRMC 12300/1, must be submitted to the Employment Officer within 15 calendar days of the date of the notice of rating. The grievance must contain: (1) the basis for the grievance, and (2) the adjustment desired.

Step 2. The Employment Officer will review the matter and inform the grievant of his/her findings and decision in writing within 7 calendar days.

Step 3. If the grievant is not satisfied with the decision in Step 2, he/she must file a written grievance with the Director of Civilian

Personnel within 7 calendar days of the Step 2 decision. The Director of Civilian Personnel will conduct any review deemed appropriate and render a written decision within 15 calendar days of receipt of the written grievance. If the Director of Civilian Personnel is unable to resolve the grievance, the Union may, within 15 calendar days thereafter refer such matter to arbitration in accordance with the provisions of the Arbitration Article of this Agreement.

Section 8. GRIEVANCES INVOLVING OPTIONAL PROCEDURES: Title VII of the

Civil Service Reform Act of 1978 provides that an employee may, when grieving or appealing certain actions or alleged actions, elect to process their grievance or appeal under a statutory provision or the negotiated procedure, but not both. In such cases the employee shall be deemed to have exercised his/her option at such time as the employee timely initiates an action under the statutory procedure or timely files a grievance in writing in accordance with the following negotiated procedure. Once an election has been made, the applicable procedure must be followed.

Actions covered by optional procedures include:

(1) Adverse Actions: (Removals, Suspensions for more than 14 days, Reduction in grade or pay and Furlough for 30 days or less)

(2) Unacceptable Performance: (Demotions and Removals)

(3) Allgations of discrimination: (Race, Color, Religion, Sex, Age, National Origin, Marital Status, Political Affiliation and Handicapping Conditions)

Grievances arising from adverse actions and removals & demotions for unacceptable

performance will be processed according to the following procedures:

Step 1. The grievance shall be submitted in writing to the Chief of Service, Administrative Director, or Officer-in-Charge with a copy to the Labor Relations Advisor, Civilian Personnel Service within 15 calendar days following receipt of the decision letter initiating action under an adverse action or demotion or removal for unacceptable performance. Within 5 calendar days after receipt of the written grievance, the Chief of Service, Administrative Director, or Officer-in-Charge will meet with the parties to the grievance, immediate supervisor and the Labor Relations Advisor to discuss the grievance.

Step 2. If the grievance is not resolved with the Step 1 decision, a grievance, in writing, may be submitted by the President of the Union or his

designated representative to the Commanding Officer within 7 calendar days after the receipt of the Step 1 decision. After receipt of the grievance, the Commanding Officer or his designated representative, when he deems it appropriate to obtain additional information, will meet within 7 calendar days of receipt of the written grievance with the parties to the grievance and any appropriate management officials to discuss the grievance. The Commanding Officer or his designated representative will render his decision within 15 calendar days after receipt of the written grievance. The decision at this step will be in writing and copies shall be furnished to the employee concerned and the Union president.

Step 3. If the grievance is not settled at Step 2, the Union may, within 15 calendar days after receipt of the decision, refer such matter to arbitration in accordance with the provisions of this Agreement.

Grievances arising from allegations of discrimination including race, color, national origin, religion, sex, age, marital status, political affiliation and handicapping conditions will be processed according to the following procedure:

Step 1. In cases of alleged discrimination, the written grievance must be submitted within 15 calendar days of the final interview with an EEO Counselor or within 15 calendar days of the 21st day after the date on which the matter was brought to the attention of the EEO Counselor—whichever date occurs first, to the Chief of Service, Administrative Director, or Officer-in-Charge, with a copy

to the Labor Relations Advisor, Civilian Personnel Service. The written grievance shall contain the basis for the grievance and the relief sought. Within 5 calendar days after receipt of the written grievance, the Chief of Service, Administrative Director, or Officer-in-Charge, will review the case and make additional inquiry, including meeting with parties to the grievance and any appropriate management officials, if deemed necessary, in an endeavor to resolve the complaint. The Labor Relations Advisor, may, at his/her discretion, be in attendance at the meeting (s). After review of the case, if the Chief of Service, Administrative Director, or Officer-in-Charge is able to resolve the grievance, he/she will summarize the findings and render a written decision on the grievance within 10 calendar days. If, however, the grievance is not resolved in a manner acceptable to the employee, the Chief of Service, Administrative Director, or Officer-in-Charge will request that an investigator, either civilian or military, of the Center be assigned by the Commanding Officer to investigate the case within 5 calendar days. The investigator will be requested to complete the inquiry into the grievance within 15 calendar days and submit his/her findings to the Commanding Officer. The Union and the Employer anticipate that most employee grievances will be settled at this first step.

Step 2. Following receipt of the investigator's report, the Commanding Officer or his designated representative, will review the case file and investigator's report and conduct any review deemed appropriate. A written decision will be rendered within 15 calendar days following receipt of the investigator's report.

Step 3. If the grievance is not settled at Step 2, the Union may, within 15 calendar days after receipt of the decision, refer such matter to arbitration in accordance with the provisions of this Agreement.

## ARTICLE XXII

### ARBITRATION

#### Section 1. GENERAL:

(a) If the Employer and the Union fail to settle a grievance processed under the negotiated grievance procedure, such grievance, upon written request by the employer or the Union, within 30 calendar days after the issuance of the final decision, shall be submitted to arbitration, either the "Mini-Arbitration Process" or the "Full Arbitration Process" as appropriate. The Employer and the Union agree that Letters of Reprimand will be considered to be satisfactorily settled by the decision rendered at the end of Step 2 of the formal grievance procedure and, therefore, not subject to arbitration.

(b) Before either party to this Agreement can invoke arbitration, a joint signature issuance of the charge will specify in detail the precise matter proceeding unless both parties to this Agreement mutually agree to the expansion and delineation, in writing, of the expanded matter(s) to be included and arbitrated.

Section 2. SELECTION OF ARBITRATOR: Within 7 calendar days from the date of receipt of the arbitration request, the parties shall meet for the purpose of agreeing on the selection of an individual to arbitrate the matter. If agreement cannot be reached, the parties will jointly request the Federal Mediation and Conciliation Service to submit a list of five impartial persons qualified to act as arbitrators. The parties shall meet within 5 calendar days after receipt of the list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of five and shall repeat this procedure until one name remains. The remaining name shall be the duly selected arbitrator.

Section 3. FEES AND EXPENSES: The arbitrator's fees and expenses shall be borne equally by the Employer and the Union, and shall not exceed that authorized by applicable regulations. In the event that a hearing is held in facilities not under the administrative control of the Employer, the cost

of such facilities shall be borne equally by the Employer and the Union.

Further, the Employer and the Union shall share equally the expenses of any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings including official verbatim transcripts for all cases processed under Sections 5, 6, 7 and 9 of Article XXI.

Section 4. MINI-ARBITRATION: This procedure is to be used for grievances

resulting from the following actions only:

- (1) suspensions of five days or less;
- (2) a question of whether or not a matter is subject to the negotiated grievance procedure;
- (3) a question of whether or not a matter is subject to arbitration.

In processing matters under this procedure, the parties to this Agreement, shall, on a one-time basis only, submit a written brief to the arbitrator for consideration. It is understood that a copy of this negotiated Agreement will be provided as well. A hearing will not be held. The arbitrator, in deciding on the issue, may review any applicable law, rule or regulation along with the written briefs, but cannot alter or modify the terms of this Agreement nor shall his decision be contrary to any law, rule or regulation on grounds similar to those applied Federal courts in private sector labor-management relations. The written brief shall be submitted within 30 calendar days after the acceptance of the case by the arbitrator. The arbitrator will be requested to render his decision as quickly as practicable but no later than 30 calendar days after the end of the 30-day period for submission of the briefs, unless the parties agree to extend the time.

Section 5. ARBITRATION: This procedure is to be used for all action subject

to the grievance procedure of this Agreement other than those specifically excluded under the mini-arbitration procedure, Section 4. The full arbitration process is defined as arbitration proceedings governed by the arbitrator, up

to and including a hearing. It is agreed that the moving party (that party to this Agreement that invoked arbitration) will proceed first in its presentation to the Arbitrator and will assume the role of that presenter throughout the proceedings. The arbitration hearing shall normally be held during the regular day shift hours of the normal basic workweek. Employees of the Employer serving as Union representatives and necessary appellants and the employee witnesses who have direct knowledge of the circumstances and factors bearing on the case, shall be excused from duty to participate in the arbitration hearing without loss of pay or charge to annual leave.

Section 6. EXCEPTION TO ARBITRATOR'S AWARD: Either party may file an exception to the arbitrator's award to the Federal Labor Relations Authority pursuant to the Authority's rules and regulations and through appropriate higher authority channels.

## ARTICLE XXIII

### TRAINING AND EMPLOYEE UTILIZATION

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

Section 2. Any training given exclusively for preparing an individual for promotion or where special training is required for promotion, the recipient of such training shall be selected on a competitive basis in accordance with the Employer's Merit Promotion Program.

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

Section 4. Whenever technological changes cause abolishment of some jobs and establishment of others, the Employer agrees to utilize the abilities and skills of the displaced employees by training programs designed to qualify these employees for the other jobs to the maximum extent possible. The Employer further agrees to bear the expense of this training to the extent permitted by applicable regulations.

ARTICLE  
XXIV

PARKING

Section 1. The Employer agrees that available areas will be designated for parking as close to assigned work areas as feasible for employees within the unit. The Employer shall review any alleged inequities reported by the Union in the utilization of available parking facilities. Th Union may recommend to the Employer that additional parking spaces and areas be provided as the need arises, commensurate with the availability of space.

Section 2. The Employer agrees that the Union executive committee may review the assignment of employee parking facilities to insure that they are in compliance with the current Employer's parking instruction.

Section 3. It is agreed that all employees will be encouraged to utilize "Rider-pools" regardless of their rank, rating or physical condition in order to minimize the number of parking spaces required. It is further agreed that only government vehicles shall normally be used in Official travel during working hours.

Section 4. The Employer agrees to provide one reserved parking space for the Union, set aside and marked "AFGE Representative" within close proximity of the Civilian Personnel Service and as mutually agreed upon by the parties.

Section 5. The Employer agrees to provide well lighted and adequate parking facilities within close proximity to the assigned working areas of all employees required to work the 2nd, 3rd, and relief shifts. In addition, adequate protection will be provided these employees to and from the parking area.

## ARTICLE XXV

### REDUCTION-IN-FORCE

Section 1. The Employer agrees to notify the Union when it is determined that a reduction-in-force is necessary. The Union may make its views and recommendations known concerning the implementation of such reduction-in-force actions. The Employer agrees further that prior to the issuance of official notice to the employees involved in a reduction-in-force action, the Union shall be notified of the number of employees and competitive levels to be affected, the date action is to be taken and the reason for the reduction-in-force.

Section 2. In the event of a reduction-in-force, the employer agrees to consider the utilization of existing vacancies in continuing positions to place employees who otherwise would be separated from the activity rolls. All reduction-in-force actions will be carried out in strict compliance with applicable laws and regulations.

Section 3. All career and career-conditional employees separated by reduction-in-force action shall be placed on the Reemployment Priority List for all positions for which qualified and available as indicated by

them to the Employer in writing. A career employee is entitled to remain on the Reemployment Priority List for up to two years and a career-conditional employee, up to one year. The name of all such persons shall be placed on the list in the following priority order:

- (a) all career preference eligibles
- (b) all career non-preference eligibles
- (c) all career-conditional preference eligibles
- (d) all career-conditional non-preference eligibles.

All such employees will be given preference re-hiring in permanent and temporary positions for which qualified. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

Section 4. In situations where an employee elects to take a demotion in lieu of separation in a reduction-in-force action, the employee must be qualified to perform the duties of the lesser rated position subject to exceptions provided in applicable regulations.

Section 5. In the event a reduction-in-force is implemented, the employee affected and his Union representative shall have the right to review those retention registers relative to the reduction-in-force actions in his case.

## ARTICLE XXVI

### WAGE SURVEY

Section 1. When appropriate, the Employer agrees to notify the Union promptly after receiving official notification from the Naval Civilian Personnel Command as to the date a local wage survey will be conducted.

Section 2. When requested by the Wage Survey Committee, the Employer will submit the name of an employee for consideration as a data collector.

## ARTICLE XXVII

### EQUAL EMPLOYMENT OPPORTUNITY COMMITTEE

Section 1. Both parties to this Agreement subscribe to the policy of nondiscrimination and will assure that equal employment opportunity be afforded all qualified persons consistent with law and to prohibit discrimination against any employee or applicant because of sex, age, race, color, religion, national origin, or handicap.

Section 2. The Employer agrees to appoint two memberd from four nominees submitted by the Union to the Employer's Equal Employment Opportunity Committee.

Section 3. Employees who have discrimination complaints must discuss their problems with an Equal Employment Opportunity Counselor within 30 calendar days from the date of the cause of the complaint prior to filing a formal complaint. All complainants within the unit shall have the right to Union representation.

Section 4. In the event the counselor is unable to resolve the problem within 21 calendar days insofar as is practicable and the employee is still dissatisfied, the employee, or his representative may file a written complaint in accordance with appropriate regulations.

Section 5. In any case where a discrimination action or practice is found, corrective action will be taken to insure that such practice is remedied and not repeated. Reprisal against a complainant, or a witness for a complainant, is prohibited and such action may be interpreted as an act of discrimination.

Section 6. The Union will submit a list of six non-officer unit members to the Deputy Equal Employment Opportunity Officer of which two may be considered to serve 1 minium of a two-year period as an EEO Counselor.

## ARTICLE XXVIII

### EMPLOYEE SERVICES

Section 1. The Employer agree to furnish tools and supplies that the Employer considers necessary to enable employees to carry out their official duties. The Employer reserves the right to conduct spot checks of tool boxes to ensure that the tool inventory is being maintained. The employee is responsible for lost tools and the Employer will replace Employer tools that are broken or worn out. The quality of tools provided will be determined by the Employer.

Section 2. The employee may at his/her option utilize personal tools in the performance of official duties. The Employer reserves the right to determine the acceptability of the personal tools to be used by the employee. The employee is responsible for the maintenance and replacement of lost or worn-out personal tools.

Section 3. The Employer agrees to furnish protective clothing and/or equipment to employees who may be exposed to harmful environmental conditions. Disputes over the need for protective clothing and/or equipment will be submitted to the Safety Manager for a decision. Employees who work out of doors will be furnished foul weather clothing.

Section 4. The Employer agrees to place the telephone number of the Union Vice-President and the Chief Steward in the Employer's organization telephone directory.

Section 5. The Employer agrees that articles of interest to the employees of the Unit that may be submitted by the Union will be received by the appropriate editor of the Center news media not less than 48 hours prior to existing deadline and that such articles will be equitably evaluated

and considered for publication along with all other material and articles available for a particular issue. The final decision on inclusion for publication of articles submitted by the Union shall be a prerogative of the Employer.

Section 6. The Employer agrees that the Union will be consulted and will have appropriate membership on any committee established that may affect Unit employees' services.

## ARTICLE XXIX

### INCENTIVE AWARDS PROGRAM

Section 1. It is agreed that all employees in the unit shall be encouraged to participate in the Incentive Awards Program. It is the desire of the Employer and the Union that all beneficial suggestions be processed in a timely and expeditious manner. In this regard, it is agreed that every reasonable effort will be made to process beneficial suggestions in an expeditious manner. It is further agreed that an employee who encounters unreasonable or unwarranted delays in receiving a final determination on the adoption or rejection of a submitted beneficial suggestion should refer the matter to his immediate supervisor who in turn will make every effort to resolve the problem. The services of the Employer's Incentive Awards Administrator will be available to the supervisor to assist him in these matters. In the event prevailing circumstances preclude the complete processing of a beneficial suggestion in a 90-day period the Employer agrees to furnish, in writing, the reasons for the delay to the employee through the Incentive Awards Administrator.

Section 2. It is agreed that employees will be encouraged to discuss prospective suggestions with their immediate supervisor. The Employer

agrees to insure that the immediate supervisor aid and assist employees in preparing suggestions without expecting or receiving credit as co-suggestor of the suggestion. It is further agreed that ideas which do not fall within the definition or a beneficial suggestion will be forwarded by the supervisor to the responsible administrative official for consideration.

Section 3. Rejection of all beneficial suggestions will be made in writing and the suggestor will be afforded an opportunity, if he desires, to see the completed file on his suggestion. He may be accompanied by a Union representative. The suggestor shall be advised on appropriate appeal procedures if any further action is desired by him.

Section 4. Supervisors shall use the Incentive Awards Program to recommend deserving employees for Special Achievement Awards.

### ARTICLE XXX FACILITIES AND BULLETIN BOARDS

Section 1. The Employer agrees to provide an office space suitable for Union representation purposes. The Union agrees to provide its own telephone and office equipment.

Section 2. The Employer agrees to permit the Union to utilize available unofficial bulletin board space for posting information approved by the Director of Civilian Personnel. A removal date will be shown on all such documents posted on unofficial bulletin boards.

Section 3. Material suitable for posting on bulletin boards shall include, but shall not be limited to, notices concerning Union organizational material, membership applications, recreational and social activities, Union elections and appointments, results of elections and Union meetings. Such posting of material shall be subject to the following limitations:

(a) The Union will furnish material for posting to the Director of Civilian Personnel who shall be responsible for distribution for prompt posting on the bulletin board.

(b) All bulletin board material shall be kept current, up-to-date and present a neat, orderly appearance.

## ARTICLE XXXI

### SAFETY

Section 1. The Employer agrees to provide and maintain safe and healthful working conditions.

The Union will cooperate in these efforts and encourage employees to work in a safe manner.

Section 2. The employer agrees that the Union shall have the right to submit three nominees from which one member and one alternate will be appointed to serve as a member of the Public Works/Supply Shop Safety Committee.

Section 3. In the course of performing their regularly assigned work, all employees as well as Union representatives are encouraged to observe unsafe practices, equipment and conditions as well as environmental conditions in their immediate area which constitutes industrial health hazards. If an unsafe or unhealthy condition is observed, it should be reported to the cognizant supervisor. In the event resolution is not attained at this level, the employee may report the problem in accordance with procedures established under Naval Regional Medical Center Instruction 5101.1.

Section 4. No employee shall be required to work on or about moving or operating machines or in areas where conditions exist that are unsafe or detrimental to health without proper precautions, protective equipment and safety devices. Also, no employee who is engaged in work which is potentially hazardous shall be permitted to work alone or beyond the call or observation of another employee. Should an employee claim that a job to which he has been assigned will immediately endanger his health, or

safety, the immediate supervisor shall inspect the job to insure that it is safe before requiring the employee to continue with the assignment. If any reasonable doubt regarding the safety of the job remains, advice shall be obtained from the Safety Office before proceeding.

Section 5. To the extent possible, the assistance of the Employer's Medical Officer shall be utilized to help maintain an industrial health program to aid employees to enjoy optimum health while on the job.

Section 6. The Employer agrees to furnish protective clothing and equipment necessary for the performance of assigned work. The Union may recommend new protective clothing and equipment and/or modifications to existing equipment for consideration by the Subcommittee on Medical Center Safety and such recommendations shall receive prompt attention.

Section 7. The employee may furnish the Union such information concerning disabling injuries as deemed necessary by the employee.

Section 8. It is agreed that all employees shall report all accidents immediately, as required by existing regulations. The Employer will require all supervisors to comply with current regulations and instructions concerning reporting of accidents and providing medical services to employees. Time spent in the Employer's clinic by employees during working hours normally shall not be charged to leave.

Section 9. The Employer agrees to furnish safety shoes and eye protection (including prescription lenses when required and when 20 percent of each shift is in an eye hazard area) to those employees working in areas or occupations deemed hazardous by the Employer.

Section 10. The Employer agrees to maintain an industrial health and emergency aid program.

In case of an injury or sickness, an employee shall not be required to perform work until qualified medical personnel determine that

The employee is physically fit for duty. An employee may be assigned to another job, temporarily, if his injury is of a nature that incapacitates him from his regular job. An employee sent home or to a hospital shall be furnished transportation by the Employer if his condition precludes travel by private or public transportation.

Section 11. The Employer agrees that employees shall not be required to be transported in an unsafe vehicle or in a vehicle operating under unsafe conditions.

## ARTICLE XXXII

### GENERAL PROVISIONS

Section 1. The Employer agrees to furnish the Union a completed and up-to-date personnel listing of all civilian unit employees annually. Each listing shall include the name, organizational location and position/rating of each employee. The Employer further agrees to furnish the Union with a copy of the Civilian Personnel Report each month.

Section 2. The Employer agrees to place an employee, who has been returned to work by a Navy medical authority for limited duty only, on work that will not aggravate his illness or injury. It is further agreed that every reasonable effort will be made to provide limited duty work assignments in an effort to avoid placing such employees on involuntary leave.

Section 3. The Employer agrees that any employee within the unit that contemplates retirement in the immediate future shall be afforded retirement counseling to insure that the interest of the employee is protected. Alternative retirement plans for which the employee is eligible shall be explained. The employee may be accompanied by a Union representative.

Section 4. The Employer agrees that unit employees shall be specifically

assigned to one immediate supervisor. This supervision shall be as designated by the employee's position description.

Section 5. Employee within the unit will not be canvassed in regards to any matter subject to negotiations or consultations unless by mutual agreement of the Union and the Employer.

Section 6. It is understood that each employee shall be at his job site, ready to work at the scheduled starting time of his shift and the conclusion of his lunch period. If an employee is required by the Employer to perform any work or duty either before or after his regular shift hours, he shall be notified by a superior in the chain of command as soon as possible and will be appropriately compensated. This is not intended to prevent employees volunteering to turn lights or air-conditioning on or off, or to open or close doors and other such related functions at the beginning or ending of the workday.

Section 7. The Employer agrees that the Union may use available conference rooms or other suitable areas in the hospital after 1630 for the purpose of holding membership drives or meetings. The Union agrees that facilities for such drives or meetings shall be used only after such hours. The Employer agrees that space in the hospital when it can be made available by the cognizant office of Chief of Service, Administrative Director or Officer-in-Charge may be used by Union representatives to hold discussions with individual employees or with Employer representatives. The Union shall arrange for use of the rooms or areas with the Head, Personnel Services Branch, Civilian Personnel Service and shall conform to all safety, sanitary and security regulations.

Section 8. During unscheduled overtime when food is not available on the job site, an employee shall be dispatched by the Employer to obtain food for his fellow employees.

Section 9. It is agreed that personnel folders are to be classified Official Use Only. Employees may review their own personnel folders, but other employees must be authorized by the Director of Civilian Personnel on a need-to-know basis.

Section 10. The Employer agrees that the Union may use the Employer's guard mail service to send notices and correspondence to Union representatives when it does not interfere or place an undue burden on the service.

Section 11. The Employer agrees to maintain clean and sanitary facilities by furnishing sufficient supplies and janitorial service to keep the restrooms, drinking fountains, cafetrias and general working areas clean. Areas utilized by employees for eating, lounging and privacy, on an individual organizational level will be maintained by the employees. The Employer

and Union agree that the assignment of janitorial duties should be made to personnel whose basis of employment is to perform such duties.

Section 12. The Employer and the Union agree that the security and protection of Government property are of vital concern to both parties. The parties further agree to cooperate in preventing theft of Government property by improving security of work and storage areas and by educating the employees in the consequences of conviction for theft.

Section 13. The Union agrees to support the Employer's Blood Donor, Savings Bonds, Combined Federal Campaign and other public service programs. The Union further agrees to support the Civilian Employee Assistance Program. The program provides assistance to employees who have problems with alcohol, drugs and other problems which result in significantly impaired job performance. These problems are recognized as problems for which both parties have obligations. Therefore, the parties agree to counsel and seek aid and medical treatment for those employees identified with such problems.

Section 14. The Employer will endeavor to have paychecks available for distribution to employees on the day shift by 1400 on civilian paydays. Failure to distribute paychecks as agreed because of payroll office or other processing delays shall not constitute breach of this Agreement. It is agreed that distribution of paychecks on duty time does not permit a unit employee to utilize a financial institution during duty hours except when in on approved leave status.

### ARTICLE XXX III

#### PUBLICIZING THE AGREEMENT

Section 1. After review and approval in its entirety by the Naval Civilian Personnel Command and ratification in its entirety by the Union membership the Employer will provide a copy of the Agreement and any amendment (s) thereto to each unit employee employed by the employer as soon as possible. As a part of their orientation, new employees hired or promoted to a position included within the Unit will be advised of the exclusive recognition and written agreement relationship between the Union and the Employer.

Section 2. The Employer further agrees that each copy of the Agreement furnished to unit employees will be pocket size, reasonably attractive and typed in a format as mutually agreed upon by the Union and the Employer.

### ARTICLE XXXIV

#### DURATION AND CHANCES

Section 1. This Agreement, as executed by the Union and the Employer, shall remain in full force and effect for a period of three (3) years from the date of approval by the Naval Civilian Personnel Command. It is understood that this Agreement will terminate at any time the Union is no longer entitled to exclusive recognition in accordance with 5 U. S. C. Chapter 71.

Regotiations of this Agreement will take place no earlier than 60 days prior to the expiration date at the request of either party.

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

(a) Amendments or suppliments may be required because of changes made in applicable laws or Executive Orders after the effective date of this Agreement. In such event, both parties will meet within thirty days after receipt of implementing instructions for such changes by either party for the purpose of negotiating such language that will meet the new requirements. Such amendment (s) as agreed to will be duly executed by both parties and become effective on a date or dates agreed to as being appropriate under the circumstances.

(b) If either party finds that its interest is adversely affected by any provision of this Agreement or finds through experience that it is necessary to add further provisions, it shall serve notice of intent to negotiate amendment (s) or supplement (s) to the existing Agreement. Requests for amendment (s) or supplement (s) by either party must be in writing and must include a sauary of the amendment (s) or supplement (s) proposed to this Agreement. Both parties shall meet with in thirty days after receipt of such notice to negotiate the matter (s) involved in such requests. No changes shall be considered except those bearing directly on the proposed amendments or supplements.

(c) It shall be opened for amendment (s) upon request by either party promotly after receipt by such parties of any Order, Instruction or subsequently alters the discretionarty authority of the Employer with regrard to any item dealt with in this Agreement. Requests for such amendment (s) must include a summary of the amendment (s) proposed and make reference to the appropriate Order, Regulation or Instruction upon which each such amendment (s) request is based. Both parties shall meet within thirty days after receipt of such requests to open negotiations on such matter. No changes shall be considered except those bearing directly on and falling within the scope of such Order, Regulation or Instruction and the discretionary areas which the same delegates to the Employer. Such amendment (s) as agreed to will be duly executed by both parties.

Section 3. No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made unless such agreement is made and executed in writing between both parties and has been ratified by the Union and approved by the Naval Civilian Personnel Command.

Section 4. The waiver or breech of any condition of this Agreement by

either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

Section 5. Official time for the purpose of negotiating an agreement or any amendments there to shall be granted in accordance with 5 U.S.C. Chapter 7131. Any travel and/or per diem expenses claimed by Union representatives for contract negotiations will be borne by the Union.

## ARTICLE XXXV

### VOLUNTARY ALLOTMENTS FOR PAYMENT OF DUES

Section 1. Unit members may authorize payment of dues to the Union through a payroll allotment pursuant to 5 U.S.C. 7115.

Section 2. The Employer shall monitor dues allotments authorized by unit members and will inform the servicing payroll office when a member of the Union is no longer entitled to authorize an allotment for the payment of dues pursuant to 5 U.S.C. 7115.

Section 3. An allotment for dues will remain in effect for a minimum period of one (1) year and may be cancelled by the employee at any time. Such cancellations will become effective only on the anniversary date of the allotment.

Section 4. The Union will establish appropriate procedures with the servicing payroll office to ensure timely initiation and cancellation of dues allotments.

Section 5. The Employer will provide assistance to the Union to resolve any problem with the servicing payroll Office; however, it is understood that the Union is responsible to establish and maintain appropriate working relationships with the servicing payroll office within the bounds of any governing laws, rules or regulations concerning dues allotments.

## ARTICLE XXXVI

### TRANSFER OF FUNCTION

Section 1. A transfer of function shall be as defined in Federal Personnel Manual 351.

Section 2. The Employer agrees to notify the Union, in writing, of a pending transfer

of function of any unit position(s). This notice will be issued as soon as practicable and will include the following information:

- (a) the reason for the transfer of function;
- (b) the approximate number of employees and positions which may be affected; and
- (c) the anticipated effective date that the transfer will take place.

Section 3. An employee who declines to relocate in a transfer of function is not entitled to reassignment within Naval Regional Medical Center, Portsmouth, Virginia; however, consideration will be given to effect reassignment to a vacancy of his/her current classification series or another series in which the employee is qualified.



MEMORANDUM OF AGREEMENT

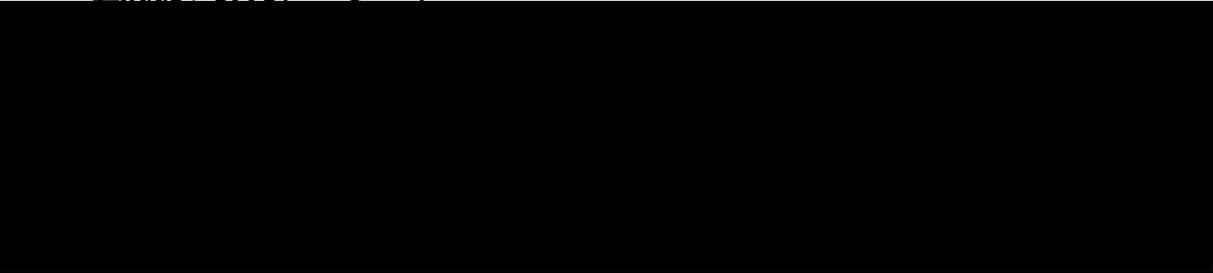
Subject: Automatic Payroll Dues Deduction

Coverage: Unit Employees Covered Under The Negotiated Agreement Between AFGE,  
Local #22 and NAVHOSPPTSVA

It is agreed that:

Covered employees who elect automatic payroll dues deduction must continue such deduction for a minimum period of one (1) calendar year following such election;

Covered employees may cancel such deduction only during the month of January each year provided such employees have been enrolled for a minimum period of one (1) year immediately preceding cancellation. The first opportunity for cancellation of automatic payroll dues deduction will be January 1991.



ADDENDUM TO MEMORANDUM OF AGREEMENT - 15 ug 1990

Subject: Automatic Payroll Dues Deduction

Coverage: Unit Employees Covered Under The Negotiated Agreement  
Between AFGE, Local #22 and NAVHOSPPTSVA

It is agreed that:

Requests for dues deductions must be received in the Civilian Personnel Office on or before December 31 and will become effective January of the ensuing year.

