



Partnership through Agreement
1997 - 1999



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PREAMBLE

Pursuant to the policy set forth in Title VII of Public Law 95-454, hereinafter referred to as the Statute. The following Articles constitute an Agreement by and between the Naval Medical Clinic at Portsmouth, NH, herein referred to as the Employer and District Council #70 International Brotherhood of Painters and Allies Trades. AFL-CIO, herein referred to as the Union.

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ARTICLE 1

PROVISIONS OF LAWS AND REGULATIONS

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

a. Existing laws (including the Statute), future laws and existing or future regulations of appropriate authorities such as pertinent Presidential Executive Orders. Office of Management and Budget Issuances affecting Labor-Management relations, Office of Personnel Management policies and Department of Defense regulations.

b. Published Department of the Navy regulations in existence at the time this Agreement is approved.

c. Subsequently published Department of Defense and Department of Navy regulations required by law, or authorized by the terms of a controlling agreement at a higher level within the Department of Defense or Department of **Navy**.

EXCLUSIVE RECOGNITION UNIT DESIGNATION

Section 1. The Employer recognizes that the Union is the exclusive representative of all employees in the collective bargaining unit herein referred to as the unit, as described in Section 2 below.

Section 2. The unit to which this Agreement is applicable is as follows:
All non-professional employees employed by the Naval Medical Clinic at the Portsmouth Naval Shipyard, Portsmouth, NH excluding all professional employees, management officials, supervisors and employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7).

ARTICLE 3

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. In accordance with the Statute (5 USC 7106), nothing in this AGREEMENT shall affect the authority of the Employer:

a. to determine the mission, budget, organization, number of employees, and internal security practices of the Clinic; and

b. in accordance with applicable laws -

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

(2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted:

{3) with respect to filling positions, to make selections for appointments from -

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

(b) any other appropriate source, and

(4) to take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2. The Employer agrees to continue to advise the Union of the general status of the Clinic workload, either when significant changes are anticipated or upon request of the Union to the extent consistent with other regulatory restrictions.

Section 3. The Employer agrees to advise unit members of their right to representation prior to discussions pertaining to disciplinary and/or adverse actions.

Section 4. Nothing in this article shall preclude the Employer and the Union from negotiating:

a. at the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project or tour of duty or on the technology, methods, and means of performing **work**;

b. procedures which the Employer will observe in exercising any authority under this article; or

c. appropriate arrangements for employees adversely affected by the exercise of any authority under this article by the Employer.

ARTICLE 4

RIGHTS OF EMPLOYEES

Section 1. It is agreed that employees in the unit defined herein shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union, or to refrain from any such activity. Except as expressly provided in the Statute, 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 Union representatives, including the presentation of its views to officials of the Executive Branch, the Congress, or any other appropriate authority.

Section 2. The Employer shall take such action consistent with law as may be required in order to assure that employees in the Unit are apprised of the rights described above, and that no interference, restraint, coercion or discrimination is practiced within this activity to encourage or discourage membership in the Union.

Section 3. The Employer and the Union agree that all provisions of the AGREEMENT shall be applied fairly and equitably to all employees in the Unit.

ARTICLES

RIGHTS AND RESPONSIBILITIES OF THE UNION

Section 1. The Union is the exclusive representative of all employees in the unit and is entitled and obligated to act for and negotiate collective bargaining agreements covering all employees in the unit. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership.

Section 2. The Union shall be notified promptly by the Employer if any unit employee submits a grievance.

Section 3. In accordance with the Statute 5 USC 7114(a)(2), the Union shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the Employer and one or more employees in the unit (or their representatives) concerning any grievance or any personnel policy or practice or other general condition of employment; or

b. Any examination of any employee in the unit by a representative of the Employer in connection with any investigation if.

(1) The employee reasonably believes that the examination may result in disciplinary action against the employee; and

(2) The employee requests representation.

Section 4. As part of their orientation, all new unit employees hired into a position in the unit shall be informed, by the Employer, that the Union is the exclusive recognized representative of all employees in the unit. The Clinic check-in procedure for new employees hired into a position in the unit will include an introduction to the Union Steward or designated Union representative where the Union representative can give a brief outline of the Union's representational functions.

Section 5. The Union has the right to receive a **copy** of issuances from higher authority when these issuances will change Naval Medical Clinic's policies, notices and instructions concerning conditions of employment.

Section 6. When a formal meeting is held between the representative of the Union and the Clinic Commanding Officer (or designated representative). Minutes for the record will be taken by the Clinic. The minutes will include at least. date. subjects discussed and decisions reached. Minutes will be signed by the Union representative

and the Clinic representative indicating the minutes accurately reflect the meeting. A copy of the minutes, once signed by both parties, will be provided to the Union. A reasonable effort will be made to furnish the Union a copy of the minutes within 5 days of the meeting, but no later than 15 days.

ARTICLE 6

MATTERS APPROPRIATE FOR BARGAINING

Section 1. It is understood that matters appropriate for collective bargaining are conditions of employment affecting unit employees. For the purpose of this article:

a. Collective bargaining {negotiate} means the performance of the mutual obligation of representatives of the Employer and the Union to meet at reasonable times and to bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting unit employees. If requested by either party, a written document will be executed incorporating any collective bargaining agreement reached. The obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.

b. "Conditions of employment" means personnel policies, practices and matters, whether established by rule, regulation or otherwise, affecting working conditions, except that such term does not include policies, practices and matters:

(1) relating to political activities, under the Hatch Act. Amendments 5 USC 7321 through 7325.

(2) relating to the classification of any position; or

(3) to the extent such matters are specifically provided for by Federal Statute.

Section 2. Both parties to this AGREEMENT recognize _their responsibility to bargain in good faith and to conduct themselves in such a manner so as to further the purposes of the Statute. They agree to make a reasonable effort to resolve all differences which arise between them in connection with the administration of this AGREEMENT.

Section 3. The Employer agrees that before issuing a new or revised Clinic Notice or Instruction containing negotiable provisions, a draft of the Notice/Instruction will be provided to the Union along with the intended implementation date. The Union may, prior to the intended implementation date, request that the Clinic bargain on the negotiable changes of the draft Notice/Instruction and any other negotiable portions of the draft Notice/Instruction that is impacted by the change. Such request shall be in writing. If the Union fails to make a written request to bargain prior to the intended implementation date, the change may be effected as proposed to the Union by the Employer.

Section 4. Clinic Instructions that affect unit employees and are in existence at the time this AGREEMENT is approved are binding on the parties unless/until changed in

accordance with the provisions of Section 3 above.

Section 5.

a. It is understood by both parties, that training is integral to the business of the Clinic. Training is conducted in a variety of formats including formal classes. guest lecturers. small group training at the work site and training for technological changes.

(1) Scheduled Routine Training: The Employer will provide the Union a copy of the Plan of the Month (normally available the first workday of the month) which includes the topics for the weekly training sessions and those categories of employees scheduled to attend. The Employer agrees to discuss these plans with the Union and/or to bargain on the negotiable impact of the plans upon request of the Union; however. the implementation of the plans will not be held up.

(2) Command Scheduled Non-Routine Training: It is understood that there may be a call for non-routine scheduled training, for example, in support of new computer technology or Navy-wide safety stand down training. It is agreed that the Employer will provide the Union with a signed copy of new training plans and changes in training plans in advance of the implementation date. The Employer agrees to discuss these plans with the Union and/or to bargain on the negotiable impact of the plans upon request of the Union; however, the implementation of the plans will not be held up.

(3) Guest Lecturers: From time to time, the Clinic has guest lecturers on. evolving military, medical or social-economical issues. Every attempt will be made to schedule these lectures to afford staff members maximum opportunity to attend.

b. Requests to bargain must be made in writing to the Clinic Commanding Officer prior to the implementation date.

c. For the purpose of this section, discuss is defined as an exchange of information concerning the training plans so the Union may be given the opportunity to present its **views**.

Section 6. This AGREEMENT represents those conditions of employment which have been negotiated between the Employer and the Union. It is agreed that the conditions prescribed by this AGREEMENT are binding upon both parties. No changes in the conditions of employment prescribed by this AGREEMENT shall be made by either party except as specifically provided hereinafter in this AGREEMENT.

Section 7. It is recognized that this AGREEMENT is not all-inclusive. Therefore, nothing in this AGREEMENT shall eliminate the responsibility of the Employer and Union to meet on conditions of employment not covered by this AGREEMENT that involve unit employees and are within the discretion of the Employer.

Section 8. In accordance with the Statute 5 USC 7114(b), the duty of the Employer and the Union to negotiate in good faith under this article shall include the obligation, in the case of the Employer, to furnish to the Union upon written request, to the extent not prohibited by law and at no cost, data:

- a. which is normally maintained by the Employer in the regular course of business;
- b. which is reasonably available and necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining; and
- c. which does not constitute guidance, advice, counsel or training provided for management officials or supervisors relating to collective bargaining.

Section 9. In order for the Employer to discharge its obligation to negotiate in good faith under the provisions of this article, the Union agrees to furnish to the Employer upon written request, to the extent not prohibited by law and at no cost. data:

- a. which is normally maintained by the Union in the regular course of business;
- b. which is reasonably available and necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining; and
- c. which does not constitute guidance, advice, counsel or training provided for Union officers, chief stewards or stewards, relating to collective bargaining.

ARTICLE 7

UNION REPRESENTATION AND OFFICIAL TIME

Section 1. The Employer agrees to recognize the Union's Chief Steward, Steward and Alternative Steward. The Employer agrees to grant official time to be used during working hours for the Chief Steward and Steward to perform the types of representational functions outlined in this agreement or authorized by Law. or Regulation.

The Alternate Steward shall be used only when the Chief Steward and/or Steward are unavailable. The Union agrees to notify the Employer in writing as to the names of Union officers and of the employees who have been selected for the positions of Chief Steward, Steward and Alternate Steward. In the event the Alternate Steward is substituting for the Chief Steward or Steward, the Union shall notify by phone the Commanding Officer of the Naval Medical Clinic of said change.

Section 2. The Employer agrees to allow a total pool of 60 hours per pay period for the Union's Chief Steward, Steward and officers of the Union to perform the following types of representational functions:

a. To discuss complaints or grievances concerning working conditions or other employment related matters with employees or Clinic Union Stewards, Chief Stewards or officers of the Union.

b. To investigate complaints, grievances or conditions of employment. Such activities include, but are not limited to, discussions with personnel of HRO and the Comptroller Department relating to pay matters, leave discrepancies, etc., discussions with personnel of the Naval Medical Clinic regarding grievances.

c. To discuss/investigate matters relating to a potential disciplinary action against a unit member. Included is the time spent in the pre-action discussion with the supervisor as required by the Disciplinary Article (to be developed during negotiations).

d. To attend as a representative of the Union any discussion in which management offers a grievance adjustment to a unit employee or group of unit employees who have presented grievances on their own behalf under the negotiated grievance procedure in this Agreement.

e. To perform any other representational function authorized by this AGREEMENT and EXECUTIVE ORDER 12871 and the LAW unless specifically excluded.

f. It is agreed that internal Union business (as prohibited by 5 USC, Section 7131(b)), such as the solicitation of memberships, collection of dues or other

assessments, circulations of authorization cards or petitions, solicitations of signatures on dues withholding authorizations, campaigning for labor organization office, distribution of literature or the solicitation of grievances, appeals or complaints may not be conducted on official time or during normal working hours.

Section 3. Representational time is in addition to time allotted to meet with management, to attend meetings with the Employer to discuss and/or negotiate proposed new or revised Clinic or applicable Shipyard Instructions or Directives, in accordance with Executive Order 12871 and Chapter 71 Title 5, or to attend meetings of committees as a Union representative.

Section 4.

a. The Union agrees that time off from work for Union Stewards and Chief Stewards to perform those activities outlined in Section 2 above will only be for that amount of time necessary to properly and expeditiously accomplish required and/or mutually beneficial representational functions. When such representational functions require meeting with a unit employee, such meetings will normally take place in the immediate vicinity of the employee's work area.

b. For the purpose of performing these representational functions, a Chief Steward or Steward must receive permission from their immediate supervisor. To accomplish this, the Chief Steward or Steward will complete an off-the-job pass (Appendix 1) and submit it to their immediate supervisor for approval. Permission to perform these representational functions will be granted if they can be spared from their work assignment. If he/she cannot be spared at the requested time, their supervisor shall inform the Chief Steward or Steward of the time he/she can be granted permission, within the same work shift when practicable, to perform these representational functions. Upon completion of their business, the Steward or Chief Steward shall promptly report back to their supervisor and surrender the pass to their supervisor.

Section 5. The Employer agrees that if they can be spared from their work assignments, Chief Steward and Steward shall be granted a reasonable amount of annual leave or leave without pay upon request to their immediate supervisors, for the purpose of carrying out Union activities for which official time is not allowable but which may be performed during normal working hours on the day of the request. Such Union activities include; preparation of unfair labor practice charges or complaints; preparation of the employee's or Union's case on unfair labor practice charges or complaints; preparation for negotiation meetings; Union conventions and press conferences, and similar Union activity.

Section 6. The Employer agrees that officers of the Union, national officers of the Union and other duly designated representatives of the Union, who are not active employees of the Clinic, shall be admitted to the Clinic to conduct official Union

business upon request to the Employer by the Union. Entrance will be governed by applicable instructions.

Section 7. Upon request of either party the Chief Steward and/or Steward shall meet with the Commanding Officer, or designated representative, at an acceptable time for the purpose of discussing matters of mutual concern to the parties.

Section 8. The Employer agrees that Chief Steward and Steward of the Union shall not normally be required to change work areas or work hours except in emergencies or for short periods on unusual high priority work. In the event such a change to the work assignment of a Chief Steward or Steward is necessary, the Employer agrees to notify the Union in advance or promptly thereafter.

Section 9. The Employer shall not discriminate against Chief Steward or Steward in relation to job assignments.

ARTICLES

DUES DEDUCTION

Section 1. The Employer agrees to deduct Union dues from the pay of employees in the unit who authorize such deductions. Nothing in this AGREEMENT shall be construed as requiring an employee in the unit to become or, except as provided in Section 3 below, remain a member of the Union.

Section 2. The Union is responsible for procuring prescribed allotment/ revocation forms, making the forms available to eligible employees, certifying the amount of dues and informing employees in the unit on the uses and availability of the required forms.

Section 3. Except as provided for in section 4 below, an allotment for the deduction of an employee's Union dues may be terminated by the employee through submission of a Dues Revocation Form (SF 1188) on his/her anniversary date (the date the employee originally requested dues withholding) or within a ten calendar day period immediately before his/her anniversary date. Such termination shall be come effective the first full pay period of the month following receipt of the Dues Revocation Form provided dues allotment has been in effect for a period of one full year at the time it is received by the Employer. The Union will provide the employee with copy 3 of SF 1188 and forward copies 1 and 2 to the Employer. Copy 2 will be kept by the Union upon processing. The Employer agrees it will provide the Union with a report of: (a) unit employees upon request of the Union (normally quarterly) and (b) unit contributing members and amount of contribution bi-weekly.

Section 4. The Employer will automatically terminate Union dues allotment the first full pay period following the occurrence of any of the following:

- a. Loss of exclusive recognition by the Union.
- b. Permanent transfer of the employee from the unit.
- c. Separation of the employee for any reason including death or retirement.
- d. Notification from the Union that the employee has been expelled or has ceased to be a member in good standing in the Union.

ARTICLE 9

HOURS OF WORK

Section 1. The regular workweek will consist of five eight-hour days scheduled Monday through Friday. All employees will be in a work or leave status. Employees shall certify their time in attendance on a daily muster sheet maintained by the employee's supervisor.

It is understood that operating needs may require a workweek of other than Monday through Friday in order to accomplish the mission of the Employer. In this regard no workweek will be changed unless the work could not be accomplished within the regular workweek or the overall efficiency or economy of the Clinic would be adversely affected by the failure to make such changes. Normally the regular workweek will not be changed solely to create or avoid the payment of overtime.

If the Employer deems it necessary to establish a workweek of other than Monday through Friday, the Union will be notified of the Employer's reasons for the change and the Union's recommendations and suggestions will be properly considered prior to establishment of such workweek.

Section 2. When the days of an employee's regular workweek are changed, as provided above, the Employer agrees to:

- a. Give the employee at least three calendar days notice prior to the first administrative **workweek** on which the change occurs except when it would severely handicap the employer in carrying out its mission or substantially increase cost.
- b. Make the change for one week or more.

Section 3. The shift hours of the regular workday shall be from 0720 to 1550 with a 30 minute non-paid lunch period for the first or day shift; and from 1400-2230 with a 30 minute non-paid lunch period for the second or afternoon shift.

Section 4. When an employee's shift and/or shift hours are changed, the employer agrees to:

- a. Give the employee at least three calendar days notice prior to the first administrative **workweek** on which the change occurs except when it would severely handicap the employer in carrying out its mission or substantially increase cost.
- b.. Normally make the change for one week or more.
- c. Normally, an employee will not be moved from one shift to another or have his/her shift hours changed solely to create or avoid the payment of overtime.

d. The Employer shall schedule all basic workweeks so that unit employees will have two consecutive days off.

Section 5. The employer will consider an employee's request for a change of shift hours due to personal reasons. Unit employee's individual hours of work in effect at the signing of this agreement will remain in effect unless otherwise negotiated by management and the Union.

ARTICLE 10

OVERTIME

Section 1. Assignments to overtime shall be distributed as fairly and equitably as practicable over the life of this AGREEMENT under the following conditions:

- a. In order to effectively and efficiently accomplish tasks of the Employer, the Employer shall determine the numbers, job ratings, and skills required to meet its overtime requirements, and the employees who meet these requirements.
- b. However, in the interest of equitable distribution. employee morale, job continuity and economy of operations. when making overtime assignments, first consideration shall be given those employees currently assigned to the job. Work assignments will be made, to the extent practicable, for fair and equitable distribution of overtime.
- c. Whenever overtime work involves a Saturday or Sunday, the Employer agrees that a reasonable effort will be made to provide advance notice by the close of business on Thursday. However in the case of unscheduled or emergent overtime work, notice will be given as soon as possible.

Section 2. When an employee is called back to work on an overtime basis outside of and unconnected with his/her scheduled hours of work. he shall receive at least two hours pay, including any applicable additional pay at the applicable overtime rate.

Section 3. Overtime work shall be paid for at the appropriate overtime rates in accordance with pay regulations. Employees required to work overtime shall not be required to use annual leave nor be placed in a LWOP status in order to compensate or offset the overtime hours worked. All hours of work in excess of eight hours in a day or in excess of forty hours in a **week** shall be paid for at time and a half of the employee's rate of basic pay, plus any applicable additional pay to which the employee may be entitled in accordance with law and regulations. For purposes of this Article, a day is defined as the twenty-four hour period that begins with the start of the employee's regular scheduled shift.

Section 4. It is agreed that the Employer will keep records of overtime worked or excused. Such records kept will be made available to the Union representatives to aid in resolving individual complaints pertaining to overtime assignments. In determining equity an excusal shall count the same as the corresponding amount of overtime worked. An employee scheduled and informed in advance for overtime work and who fails to report for any reason will be credited with the number of overtime hours for which he was scheduled or would have worked for the purposes of determining the amount of overtime. Upon request, the division head will meet with the Union to discuss problems which arise in connection with the distribution of overtime. Matters

not resolved at the discussion may be referred to the negotiated Grievance Procedure.

Section 5. An employee in the unit shall not be required to perform any work or duty before or after his scheduled work hours without compensating the employee for all such work or duty. It is further understood that if an employee is directed by the Employer to report to a designated location at a specified time prior to or subsequent to his regular shift hours, such time shall be compensable at the existing overtime rates.

Section 6. During overtime assignments which extend three hours beyond the normal eight hour shift, affected employees shall be granted a reasonable amount of time to eat, when work operations permit.

Section 7. No employee shall be denied the opportunity to work overtime because of having been in an approved leave status prior to the overtime requirement.

Section 8. When making overtime assignments, the Employer will give consideration to the fact that Saturday, rather than Sunday, is a religious day of rest for some employees, when such matter is brought to the attention of the Employer by the employee concerned.

Section 9. When the use of compensatory time in lieu of overtime is an option of the employer, (graded employees whose basic rate of pay exceeds the maximum rate of a GS-10 and the employee is exempt from the F.L.S.A.), overtime will be used only upon specific determination by the Employer in accordance with NAVSHIPYD PTSNHINST 12630.15, latest revision.

Section 10. Employees whose basic salary is at or below the maximum scheduled rate of basic compensation provided for grade GS-10 or are non-exempt under the Fair Labor Standards Act are entitled to choose between overtime pay and compensatory time off for all irregular or occasional overtime work they are required to perform. A lack of funds does not alter the rights of an employee to exercise his/her choice of compensatory time off or overtime compensation. The employee shall be advised that the choice is irrevocable.

ARTICLE 11

ANNUAL LEAVE

Section 1. Employees shall earn annual leave in accordance with applicable laws and regulations from higher authorities. An employee's request to take annual leave shall be granted on a fair and impartial basis, to the maximum extent permitted by current or projected workload requirements, when the employee has given his supervisor reasonable advance notice. The Supervisor is the approval authority for granting annual leave. When the supervisor is on leave or temporary additional duty (TAD), the next level supervisor in the employee's chain of command is the approval authority. When annual leave has been denied, for any reason, the Employer will provide advance notice in writing on the appropriate leave form submitted by the employee, of the reason for denial. Requests for annual leave for emergency reasons will normally be approved upon submission of an explanation of the emergency. For the purpose of this article an emergency is defined as an unforeseen combination of circumstances or the resulting state that calls for immediate action.

Section 2.

a. The Employer shall schedule one period of annual leave for vacation purposes of two weeks continuous duration for those unit employees who will have sufficient leave due and accrued for the purpose, upon employee requests received before 1 March of each year. Requests of greater than two weeks will be considered on a case-by-case basis workload permitting.

b. When a greater number of employees than can be released apply for leave during any period, leave shall be granted to employees on the basis of highest standing on the retention list, within a competitive level.

c. When an employee's choice of leave requested prior to 1 March cannot be granted in accordance with the provisions above, he/she shall be contacted and so informed. The affected employee shall be entitled to request another leave period to be granted in accordance with b above.

Section 3. Except as otherwise provided in Section 2 above, once an employee has made his selection, he/she shall not be permitted to change his/her selection if by doing so he/she would disturb the choice of another employee.

Section 4. The Employer shall make every reasonable effort consistent with urgent workload commitments to adhere to approved leave schedules. In the event an unforeseen change in mission/workload requires a change in vacation schedules, the employee shall be notified in writing on the approved leave application of the reason for the change, and shall have the right to have his vacation rescheduled in accordance

with the provisions outlined in Section 2 above, except the 1 March time limit referred to therein shall be waived. To the maximum extent possible, such notification shall be made by the Employer to the affected employee not less than ten workdays in advance of the beginning of the scheduled vacation period.

Section 5. An employee transferring from one supervisor to another shall advise his new supervisor of annual leave which has been previously approved. Prior approved leave normally will be granted unless a critical workload occurs and the employee cannot be spared.

Section 6. On request, an employee shall normally be granted annual leave:

- a. On any workday which occurs on a religious holiday associated with the religious faith of the employee.
- b. In the case of a death in the family.
- c. When he is a delegate to a labor organization convention, a veterans organization convention or a Union meeting.

Section 7. Employees will be allowed to use annual leave on their birthday, provided the employee has leave accrued to his credit and critical workload requirements do not prohibit it.

Section 8. Nothing in this Article shall preclude an employee from requesting other vacation periods during the year. However, such requests shall not be subject to the conditions of seniority as in the case of the initial selection for vacation periods, and will not be construed to mean employees are compelled to request their vacations by 1 March.

Section 9. When employees have been scheduled to work shifts in excess of eight hours, then unit employees so affected will not be permitted to use annual leave during their regular workday except in the case of an emergency.

Section 10. The Employer agrees to grant annual leave in 30 minute increments

ARTICLE 12

REQUIRED USE OF ANNUAL LEAVE

Section 1. It is recognized that the Employer has the right to require the employee to use annual leave with or without his consent whenever it is deemed expedient to do so for administrative reasons, such as, but not limited to:

- a. Storms, floods and other natural phenomena.
- b. Temporary periods when plant operation is uneconomical.
- c. To reduce annual leave accumulation.
- d. Temporary reduction in work load.

Employees will be given as much notice as practicable prior to being required to use annual leave, but in no case will an employee being required to use annual leave be given less notice than being notified at the end of the work shift prior to the date the leave must be used. Such involuntary use of annual leave with less than twenty-four hours notice may not exceed five days in any leave year.

Section 2.

a. It is agreed and understood that the following employees will not be required to use annual leave.

(1) Employees who have used all available annual leave, accumulated and advanced.

(2) Employees who are under notice of reduction in force or notice of proposed suspension or other adverse action.

b. Employees reporting to work as a result of paragraph a(1) or (2) above, may be assigned work assignments other than their normal duties.

Section 3. Except for unforeseen circumstances, the Employer shall notify the Union of the necessity to require unit employees to use annual leave no later than five days prior to the effective date of the period of required use of annual leave. Such notification shall include the appropriate number of man days required and the anticipated scheduled date of such action.

Section 4.

a. Employees required to use annual leave may elect to use leave without pay on those specific days that they are scheduled for required use of annual leave.

b. Employees who are on sick leave on the day or days they are scheduled to use annual leave will be required to use the equivalent amount of annual leave when determined appropriate by the Employer upon return to work.

ARTICLE 13

SICK LEAVE

Section 1. Employees shall accrue sick leave in accordance with applicable statutes and regulations.

Section 2. Sick leave, if due and accrued, shall be granted to employees when they are incapacitated for the performance of their duties, provided that employees not reporting for work because of incapacitation for duty furnish notice to the employee's supervisor by telephone or fellow employee as soon as practicable, but normally within two hours after the beginning of their scheduled work shift. Mechanical messages are not acceptable for notification. When the supervisor is unavailable, i.e., before or after working hours, employees may call the Duty Desk at X2580 for notification. The Duty Desk personnel shall notify the employee's supervisor of the employee's incapacitation. Such notification is necessary in order for the Supervisor to place the employee in a paid sick leave, paid annual leave, or leave without pay status, as appropriate, and shall not in itself be justification for approval or disapproval of sick leave. In emergency situations, the Supervisor will waive the notification requirement.

Section 3. A reasonable amount of sick leave will be granted for medical, dental or optical treatment or examinations when requested in advance with a completed application for leave (SF71).

Section 4.

a. Notices of questionable sick leave record shall not be based on absences of sick leave which have been approved as a result of an acceptable medical certificate, or when the employee has been sent home sick by the Employer.

b. If there is reason to believe that an employee is abusing sick leave privileges, the Employer shall notify the employee that he has a questionable sick leave record. Prior to any discussion with the employee pertaining to questionable sick leave/abusing sick leave privileges, the Employer will inform the Employee of their right to Union representation. If the employee chooses *to* have Union representation, no discussion shall take place until Union representation is present.

The Employer, upon request, shall make available to the employee and his Union representative the employee's pertinent sick leave records. The employee shall be confronted with the alleged evidence of abuse, provided with the opportunity to respond, and fair and impartial consideration given to the employee's response. Should the employee fail to satisfactorily explain the reasons for questionable absences claimed as sick leave, he/she may be subject to disciplinary action. Normally, the employee may be advised in writing that a continuation of such sick leave practices

may result in a requirement to furnish a medical certificate for each future absence claimed as sick leave. If this does not bring about an improvement in their sick leave record, the employee may be notified, in writing, not sooner than thirty days or more than one hundred and eighty days subsequent to such discussion, that all future requests for sick leave must be supported by a medical certificate to be filed within 5 calendar days after return to duty, and will also be advised in the same written notice, fully and factually, of the reasons therefore. Such written notices shall be filed in the employee's Official Personnel Folder.

c. The Employer shall review the sick leave record of each employee required to furnish a medical certificate for each absence which he/she claims was due to illness, at least annually. When such review reveals no documented evidence to suspect the employee has continued to abuse sick leave privileges, the employee shall be notified in writing that a medical certificate will no longer be required for absences claimed as sick leave.

Section 5.

a. Periods of absence on sick leave of three days or less not requiring a medical certificate must be supported by a Standard Form 71, Application for Leave, to be filed upon return to duty.

b. Periods of absence on sick leave in excess of three consecutive workdays must ordinarily be supported by a medical certificate to be filed within 15 calendar days after return to duty. In lieu of a medical certificate, the employee's signed statement explaining the nature of their illness will be accepted by the Supervisor when the illness does not require the services of a physician, except in individual cases if there is evidence to indicate an employee is abusing sick leave privileges.

Section 6. Employees who are sent home sick by the activity shall not be required to furnish a medical certificate for that day to substantiate such absence. When an employee required to submit a medical certificate for each absence claimed as illness in accordance with Section 4, para. b, above is sent home, a physician of the Naval Medical Clinic may provide the medical certificate for that day.

Section 7. Employees who are incapacitated for duty because of serious illness or disability may be advanced sick leave not to exceed 240 hours provided:

a. The employee is not serving under a temporary limited appointment.

b. The employee's separation from the service is not being contemplated by management nor is the employee contemplating separation by retirement or resignation.

c. There is reasonable evidence that the employee will be capable of returning to work and fulfilling his duties.

d. There is no evidence available indicating the employee will not remain employed after his return to duty long enough to repay the advance of sick leave.

e. The employee is not required to furnish a medical certificate under Section 4a above.

f. The employee has not repeatedly exhausted their sick leave or maintained *it* at a negligible amount by the repeated use of sick leave for minor illnesses involving periods of five days or less.

Section 8. If an employee furnishes administratively acceptable evidence showing that the employee's absence was necessary to care for a member of their family who was ill with a disease requiring isolation, quarantine or restriction of movement for a particular period by regulations of local health authorities, sick leave shall be granted.

Section 9. Employees may liquidate an advance of sick leave by cash payment.

Section 10. Annual leave may be granted in lieu of sick leave if the employee requests it.

Section 11. The Employer agrees to grant sick leave in 30 minute increments.

ARTICLE 14

FURLOUGHS

Section 1. When a furlough of thirty calendar days or less is proposed due to lack of funds or lack of work, the following method will be used to place an employee on such furlough:

a. In the specific rating such as a clinical department in which the need arises, names of all employees will be listed in retention list order. Starting at the bottom of this list, employees will be selected for furlough until the need for furlough terminates.

Section 2. Accumulated annual leave may be used in lieu of furlough if OPM guidance permits.

Section 3. Normally, employees will be given a thirty-day advance notice of furlough in writing except as provided in Section 752.404(d)(2) of the OPM regulations. Employees will be given a written notice of decision and will be advised of their right of appeal for this adverse action. However, it is recognized that the Employer may have a requirement for an employee's services during the time they would normally be furloughed. conditions may be such that the employee cannot be furloughed in accordance with the procedure of Section 1 or an error may occur in the scheduling of the furlough. Accordingly, an employee's order of furlough may necessarily be changed. The Union will be notified of any change in the order of furlough.

Section 4. Furloughs which exceed thirty calendar days for each individual employee during any continuous condition of furlough in the specific rating of a department, will be accomplished under the reduction-in-force regulations.

Section 5. In the event the Agency determines furlough is necessary, reasonable efforts shall be taken to equalize the impact of furlough among unit employees. The Employer agrees to meet and confer with the Union prior to the implementation of the furlough.

ARTICLE 15

CIVIC RESPONSIBILITIES

Section 1. In the event an employee is summoned for jury duty or jury qualification, and he/she is eligible for court leave, he/she shall be paid at his/her basic rate for the time required from his/her normal work schedule to perform such duties. Such time shall be limited to the time necessary, not to exceed eight hours per day. Any jury fees received from the court for the performance of such duty shall be delivered to the Employer together with satisfactory evidence of time served on such duties. Allowances received for meals, transportation, etc., will be retained by the employee. Employees not eligible for court leave may retain any jury fees received.

Section 2. If an employee is called for the civic duties listed in this Article, he/she shall promptly notify the Employer in order that arrangements may be made for his/her absence from the Activity.

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

Section 4. Administrative excused time will be given to eligible employees to vote in national, state, or municipal elections or referenda consistent with applicable Federal rules and regulations. It is understood that an employee who has been excused for the purpose of voting has the obligation to vote. The immediate supervisor shall excuse an employee in accordance with the following:

a. Request for excused time is made in advance of the day on which excused time is desired.

b. **Within Commuting Distance.** Employees whose voting residence is within normal commuting distance, but whose hours of work are such as to allow less than three hours for voting before or after his regular hours of work shall be excused for a reasonable amount of time but not more than three hours. He/she shall be excused either at the beginning or end of the workday, whichever requires the lesser amount of time allowed.

c. **Beyond Normal Commuting Distance.** Employees whose voting residence is beyond normal commuting distance may be excused for not more than one day for voting only when voting by absentee ballot is not permitted.

Section 5. For employees who vote in jurisdictions which require registration in person, administrative excused time to register will be granted on the same basis as for voting, except that no time will be granted if registration can be accomplished on a non-workday.

ARTICLE 16

HOLIDAYS

Section 1. All employees (excluding those employees appointed for ninety days or less) shall be entitled to all holiday benefits granted in accordance with applicable regulations.

Section 2. Whenever holidays occur on a Saturday or Sunday or the non-workday corresponding to an employee's Saturday or Sunday, the holiday shall be observed on the day specified by existing Executive Order, laws, rules and regulations of higher authority.

Section 3. Holiday work shall not be scheduled for the purpose of avoiding overtime work that could reasonably be performed outside the scheduled shift hours or days of the basic workweek. However, it is recognized by both parties that situations may arise where it is essential to schedule work on a holiday in order to meet urgent work commitments.

Section 4. Upon request, an employee will be relieved from a holiday work assignment provided another qualified employee is available and willing to work and it will not result in a work disruption or an overtime liability for the Employer.

Section 5. Veteran employees, upon request, shall normally be excused from holiday work to actively participate in functions conducted by recognized veteran's organizations.

Section 6. Employees declining holiday work in accordance with Section 4 and 5 above will not forfeit any rights to overtime assignments to which they would otherwise be entitled under the provisions of this AGREEMENT.

Section 7. Employees shall be notified of holiday work assignments promptly upon establishment of firm work requirements. Every reasonable effort will be made to provide such notification not later than 2 days before the holiday on which the affected employee is required to work.

Section 8. Employees working on a holiday within their basic workweek shall receive regular hourly rate, holiday pay and appropriate shift differential for hours worked on such holidays which fall within their scheduled shift hours. Hours worked outside their scheduled shift hours shall be compensated at 1 % times the regular pay plus applicable shift differential.

Section 9. Employees who work on a holiday outside their basic workweek shall receive the same pay plus applicable shift differential as they would normally receive on an overtime day except where otherwise prohibited by current pay regulations.

Section 10. Employees who do not work on a holiday but are eligible for holiday pay shall receive eight hours' pay at their rate of basic pay on all days defined as holiday.

Section 11. Employees will not receive pay for a holiday occurring within a period of authorized leave without pay or unauthorized absence, i.e., when the absence in a non-pay status occurs both before and after the holiday.

ARTICLE 17

JOB/POSITION DESCRIPTION AND APPEALS

Section 1. Unit employees will be permitted to review a copy of their own job/position descriptions upon request. An employee who exercises his/her right to appeal the classification of his/her job/position will be provided a copy of his/her job/position description for that purpose upon request.

Section 2. Allegations that duties are improperly described. If a unit employee believes that his/her job/position description does not properly describe the duties he/she is performing, i.e., he/she feels he/she is doing higher grade work, he/she feels he/she is doing the work of another job/position, or he/she feels that he/she is performing substantial work that is not described in his/her job/position description, he/she has the right to request that his/her work assignments be reviewed by their supervisor. If a satisfactory resolution is not reached, the employee shall request through their supervisor that their work assignments be reviewed by an appropriate manager of the Clinic. If a satisfactory resolution of his/her complaint is not reached, the employee may grieve through the negotiated grievance procedure. It is understood that if the matter is referred to arbitration, the arbitrator may not classify the job/position (see 5 USC 7121c(5)).

Section 3. Allegations of improper pay plan, series, grade or title. If a unit employee believes that his/her job/position description properly describes the duties he/she is performing but that the series, grade or title, i.e., the classification, is incorrect, he/she may appeal. Such appeal may be submitted at any time, provided he/she has not received a previous decision and circumstances have not changed, e.g., the job/position description has not changed. The appeal may be made by or through a representative of the appellant's own choosing who has been designated in writing. The appellant and his representative shall be granted a reasonable amount of official time (normally not in excess of four hours) to prepare their appeal, and will be assured freedom from restraint, interference, coercion or reprisal in submitting their appeal. Appeals shall be in writing and shall include the reasons the employee believes their job/position is erroneously classified.

a. **Federal Wage System Employees.** Job grading appeals shall be submitted to the appropriate Department of the Navy adjudicating office via the Clinic Commanding Officer.

b. **General Schedule Employees.** Position classification appeals shall be submitted to the appropriate Department of the Navy adjudicating office or to the Office of Personnel Management at the discretion of the employee via the Clinic Commanding Officer.

In either of the above situations, no hearing will be conducted but the Employer will forward a complete case file, including copies of all records, audit notes, evaluations and any other documents pertinent to the adjudication of the case. The Employer agrees to provide the appellant with a copy of any forwarding letter or endorsement, together with copies of all material furnished to the appellate authority. The appellant will receive a written decision from the appellate authority which will include information concerning their further appeal rights, if any.

ARTICLE 18

ENVIRONMENTAL DIFFERENTIALS

Section 1. The Employer shall assign environmental pay to unit employees engaged in hazardous work or work involving difficult working conditions to the extent permitted and prescribed by applicable regulations.

Section 2. Environmental pay assignments shall be assigned fairly and equitably. No employee shall be assigned to menial or dirty tasks as a reprisal or punishment. or to environmental pay assignments as a reward.

Section 3. Cognizant supervisors, when assigning employees to work for which environmental pay is indicated, shall so inform the employee. If at any time an employee believes that environmental pay is warranted, the employee shall call the matter to the attention of his immediate supervisor who will make (or obtain) a determination and advise the employee. The employee may exercise his/her right to be represented by a Union steward when discussing environmental pay.

Section 4. If the Union believes that a work situation not listed in Portsmouth Naval Shipyard Instruction 12532.1 (latest revision) meets the criteria of an established environmental differential category found in Appendix J of FPM Supplement 532-1, that complaint shall be filed in accordance with the grievance procedure of the AGREEMENT.

ARTICLE 19

LIGHT/LIMITED DUTY ASSIGNMENTS

Section 1. The Employer shall accommodate employees who become physically impaired but can perform needed work within their capacity. It is recognized that, in some cases of this type, a brief period of job indoctrination may be required. When possible, Unit employees temporarily under medical restrictions shall be placed or continued on light/limited duty only for that time considered necessary by the Employer's physician to achieve recovery, but normally not to exceed one year. The following procedures will be used when unit employees are assigned to duties other than those of the position in which they are employed:

a. Recommendations for placement on light limited duty will be made by the Employer's physician or Physician Assistant or the employee's personal physician.

b. An employee recommended for light/limited duty on a temporary basis will be assigned to such work if it is available and he/she is able to perform it. If such work is not available they will be sent home and allowed to use sick or annual leave or leave without pay. However, if the employee feels that he/she is unable to perform such work, he/she will be permitted to obtain other professional medical opinion at their own expense if the nature of his/her medical problem is not occupationally related. If this doctor certifies that the employee is not physically able to perform such work, they will provide a statement of the employee's capabilities and limitations.

c. An employee placed on light/limited duty for a period of less than thirty days shall be reexamined at the end of such period. An employee placed on light limited duty for a period of greater than thirty days shall be reexamined at least 30 days or at the frequency prescribed by the managing physician/physician assistant/employee's personal physician or upon request by the patient.

Section 2. Employees with permanent medical restriction. When it is estimated by the Employer's physician that the period of medical restrictions will exceed six months or be a permanent condition, the Employer shall take the following action:

a. Advise and counsel the employee as to his/her rights and benefits and, if possible, place him/her in a position in which his/her limited capabilities can be accommodated on a permanent basis.

b. When placement is not possible or is declined by the employee, advise and counsel the employee and effect Separation/Disability action.

c. An employee with permanent medical restrictions placed in a particular job shall be reexamined by the Employer's physician when job conditions change,

e.g., consolidation of jobs, transfer to different job or work area, or a significant change in job content.

Section 3. If a dispute arises after the employee presents a statement from another doctor to the Employer (Section 18 above), or when the Employer advises and counsels an employee concerning permanent placement in another position as an alternate to Separation/Disability, the employee's request to have a Union representative present at the discussion will be honored.

Section 4. The Employer shall maintain records and reports of all medically restricted unit employees, including those on light/limited duty, and shall assure the reexamination of such employees as prescribed above.

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ARTICLE 20

PLACEMENT, REHIRING AND PROMOTION OF EMPLOYEES AFFECTED BY REDUCTION-IN-FORCE

Section 1. The Employer agrees to notify the Union of the necessity for a reduction-in-force and of the reasons for the reduction in force as soon as the necessity for such reduction-in-force is recognized, the extent of the reduction-in-force determined and authorization obtained. This notification shall take place prior to releasing it to the public to provide time for a discussion if the Union so desires. The Union agrees it will not announce the proposed reduction-in-force to the news media prior to the Employer. The Employer also agrees to inform the Union of the affected competitive levels and the approximate number of employees in the levels affected. The Employer and the Union recognize the importance of informing employees of the basis and reasons for the reduction-in-force.

Section 2. In the event of a reduction-in-force, existing vacancies in continuing positions will be utilized to place qualified employees who otherwise would be separated from the service. All reductions-in-force 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 Placement List for all positions for which qualified and available.

Section 4. When an employee receives a reduction-in-force notice, he shall be permitted to view the retention list upon which his name appears and other lists which he feels have an impact on his selection and placement rights. An employee so affected shall have the right to Union assistance when checking the list.

Section 5.

a. The Employer will provide the Union with one copy of the retention list of competitive levels in the unit which are initially affected by the reduction-in-force after the list has been developed.

b. After the initial offers have been made, the Employer will provide the Union with one copy of each additional retention list of competitive levels in the unit which are affected by the offers.

c. The Union shall designate, in writing, one Union RIF Representative plus one alternate, to represent the interests of the Union in its dealings with the Employer or his designated representative. The Union RIF the Union is provided the retention list in paragraph 5.a. above until all RIF actions have been effected, excluding appeals.

d. The Employer or his designated representative will meet with the Union RIF Representative upon request of the Union to discuss matters associated with the reduction-in-force. Such meetings may be on a daily basis.

e. The Union RIF Representative will be afforded the opportunity to review the official retention list of competitive levels maintained by the Employer and to update the Union's copy.

f. During the period of time the Union RIF Representative is authorized to function

Section 6. The retention list referred to in Sections 4 and 5 above will contain, as a minimum, the following: name, competitive level, pay plan, series, grade, position, title, tenure group, service computation date and special status.

Section 7. The Employer shall discuss with the Union any work changes, when it is known that such changes will result in a reduction-in-force affecting employees in the unit. The Employer shall minimize displacement actions incurred by a reduction-in-force to the extent consistent with applicable laws, rules and regulations through reassignment, retraining, restricting in-hires and other actions that may be taken to retain career employees.

ARTICLE 21

MERIT PROMOTION AND PLACEMENT PROGRAM

Section 1. The provisions of this Article apply only to the filling of unit positions with unit employees when using duly established merit promotion procedures which have been established in accordance with applicable rules and regulations. The provisions of the Clinic Merit Promotion Program executed by HRO, Portsmouth Naval Shipyard, as it relates to unit positions, are designed to assure selection of the best qualified person available regardless of source: to assure that employees have an opportunity to develop and advance to their full potential by bringing to the attention of the Employer highly qualified candidates from whom to choose; and to give employees competing for promotions under the provisions of the Clinic Merit Promotion Program an opportunity to receive fair and appropriate consideration for higher level jobs or Jobs with attractive career opportunities. Non-merit factors such as race, color, religion, national origin, marital status, gender, age, physical handicap, Union affiliation, nepotism, political affiliation or other stated factors contrary to law will not be considered.

Section 2. Merit Promotion opportunities for unit positions will be posted on official bulletin boards within the Clinic, included in the Clinic Plan of the Week, and when feasible will be published in the PERISCOPE. Announcements will remain open a minimum period of fourteen (14) calendar days. The Employer will furnish the Union with two copies of each Merit Staffing package in the unit when issued. After the Promotion register is established and a Promotion Certificate issued, the Union will be provided orally upon request the names of the highly qualified applicants referred for selection, the names of the Advisory Rating/Selection Panel members when used, and the name of the selecting official.

Section 3. Before vacant unit positions are announced under the Clinic Merit Promotion Program, special consideration will be given to repromotion eligibles, personnel in the Department of Defense Priority Placement Program, and other employees who have a statutory or regulatory right to be placed in or considered for the position. Such consideration will precede efforts to fill the vacancy using Merit Promotion procedures. In the event a non-selected repromotion eligible desires to review the documented reasons for non-selection for a given vacancy, they may make an appointment with the staffing specialist (HRO, Portsmouth Naval Shipyard) to review such documentation. The employee may be accompanied by a Union representative.

Section 4. Employees entitled to priority consideration as a result of a proven failure to receive proper consideration in a previous promotion action are entitled to priority consideration to the next appropriate vacancy for which they are qualified. The next appropriate vacancy is considered to be one of the same title, series, and grade and in the same department within which the employee lost consideration. Priority

consideration under these circumstances will precede efforts to fill the vacancy using Merit Promotion procedures. However, should an employee apply for an appropriate vacancy outside of the department in which they lost consideration, the employee will be referred to the selecting official for priority consideration before issuance of a Promotion Certificate. The employee may be selected for promotion to either of those vacancies above in competition with others, if any, that are entitled to the same consideration as an exception to competitive Merit Promotion Procedure. An employee is entitled to only one consideration per proven failure under this provision.

Section 5. When rating and selection panels are used, no employee will be excluded from panel membership based solely on affiliation with the Union.

Section 6. The Employer will make available for review the position description for an advertised position upon the request of any employee.

Section 7. Employee's applications for announced Merit Promotion vacancies for unit positions will be evaluated by the personnel office to determine basic eligibility for the specific vacancy for which applying. Basic eligibility shall be based upon Office of Personnel Management prescribed minimum standards including appropriate selective placement factors which are essential to successful performance in the position. Upon completion of this evaluation, ineligible candidates will be so informed.

Section 8. All candidates who apply for promotion to unit positions under the provisions of the Clinic Merit Promotion Program (executed by HRO, PNSY) including applicants with special consideration not previously selected and who meet basic eligibility requirements, will be further evaluated to determine those who are in fact highly qualified. This evaluation will be based upon appropriate criteria which may include any or all of the following: type, quality, and length of experience; job elements or job related criteria; awards, written tests; and education, training, and self-development. Normally, such evaluation is performed by the personnel office. However, an Advisory Rating/Panel may be established to evaluate candidates for specific vacancies in the unit when requested by the Director concerned. All members of the rating panel will be selected based on their knowledge of technical, managerial and/or administrative requirements of the vacant position.

Section 9. Annual performance appraisals are used in the evaluation process. The use of supplementary vouchers is optional and depends on whether or not the applicants' previous position(s) and the critical elements of the vacant position are sufficiently alike. The supplemental vouchers, if used, will be requested from supervisors competent to evaluate the applicant's performance. Supplementary vouchers may be submitted by the applicant for the Personnel Staffing Specialist's consideration.

Section 10. Certification of eligibles to the selecting official will be listed on the

certificate in alphabetical order indicating the score received during the ranking process. Eligible candidates certified for selection consideration may be selected regardless of the order in which they appear on the promotion certificate based on merit and the selecting official's judgment of how well the candidates are expected to perform in the particular job to be filled and what their potential is for successful performance at the target level specified in the announcement. However, when both highly-qualified and qualified candidates are certified together, and selection is made from below the highly qualified group, the selecting official's reasons for their choice must be documented and submitted with the report of selection. The selection official shall have the right to select or non-select from the list of eligibles referred for consideration.

Section 11. Eligible candidates will be notified of their rating and certification at the time the promotion certificate is forwarded to the selecting official.

Section 12. Normally if one candidate referred for selection is interviewed by a selecting panel, all candidates on the same certificate must be interviewed. The interview of a particular candidate may be **waived** if recently interviewed for an identical or similar vacancy and, when practicable, the candidate (if a unit employee) is so notified of the reasons for not being interviewed. Where availability, distance, or cost are a factor, the personal interview may be waived, or a telephone interview may be substituted. In the event a selection panel is not utilized, the same procedures apply to interviews conducted directly by the selecting official. The same interviewing procedures will apply to candidates referred from the Office of Personnel Management register when such candidates are being considered concurrently with Clinic employees.

Section 13. Selected candidates and non-selected candidates on the promotion certificate will be notified of the final selection in a timely manner. Selectees under this program will be promoted promptly, usually within two to three weeks of selection.

Section 14. Selection of unit employees for a position with known promotion potential, and for training that provides a part of the qualification requirements for promotion must be in accordance with the Merit Promotion procedures. However, this does not affect training for noncompetitive promotions such as career ladder, upward mobility, etc. • when competitive procedures were used at an earlier stage.

Section 15. An unsuccessful candidate for promotion may request an appointment to see the cognizant supervisor of the desired position to discuss areas in which they could improve their own capabilities to enhance their chance for future promotions.

Section 16. Actions to rectify a violation of this Article may involve the person who was selected for promotion, the employee or employees who were not promoted or considered because of the violation. Generally, an erroneously promoted employee may be retained in the position only if the promotion action can be corrected to conform

essentially to all Office of Personnel Management requirements. If it is found that the employee can be retained in the position, an employee who was not promoted or given proper consideration because of the violation is to be given priority consideration for the next appropriate vacancy in accordance with Section 4 above.

Section 17. An employee dissatisfied with an earned rating in connection with their application for promotion to a unit position may grieve in accordance with the provisions of the grievance article of this AGREEMENT.

ARTICLE 22

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The PARTIES agree to fully support the principle of Equal Employment Opportunity (EEO) for all Unit Employees and to prohibit any discrimination based upon race, color, sex, religion, national origin, age or handicapping condition. The Employer will promote the full realization of EEO through a continuing Affirmative Action Program.

Section 2. The Employer will ensure that Unit Employees have access to EEO Counselors through the HRO. Portsmouth Naval Shipyard. Lists of counselors will be available on official bulletin boards or may be obtained by contacting HRO.

Section 3. An Employee desiring to file a complaint on alleged employment discrimination shall raise the matter under the Navy's EEO complaint process.

Section 4. Employees who believe that they have been discriminated against may consult with an EEO Counselor and seek to resolve disputes informally. The initial contact with the counselor must take place as soon as possible or within 45 calendar days of the date of the alleged discrimination, the effective date of any personnel actions involved, or the date the aggrieved person knew or reasonably should have known of the discriminatory event or personnel action.

Section 5. The Employer agrees to discuss with the Union matters dealing with policies, practices and Clinic instructions on EEO and further agrees to the Union having an active part in the input of such policies, practices and Clinic instructions.

Section 6. The Employer agrees that the Clinic EEO Officer will meet with the Union upon request to discuss results of reviews, problems identified and recommended solutions, and to discuss ways in which the Union may assist the Clinic EEO Officer.

Section 7. Collective Bargaining Unit members can be surveyed by the Command Assessment Team (CAT). The Union will review the survey instrument and make recommendations as needed prior to administration. The Union will have a member, or an alternate, appointed by the Union on the CAT. Training will be provided according to regulations.

ARTICLE 23

· SAFETY

Section 1. It is the responsibility of management to provide and maintain a safe and healthful workplace in all present and future work operations and to maintain a safe workforce. The Union will cooperate with and assist management to live up to this responsibility; however, it is recognized that the Union does not assume the Employer's responsibility for providing a safe and healthy workplace. Each employee has the responsibility to work safely and report any observed unsafe or unhealthy working conditions to the Safety Officer.

Section 2.

a. The Union shall have a member on the Occupational Safety and Health (OSH) Committee. The purpose of the committee is to identify, define and assess OSH issues, problems and needs and recommend corrective measures to the Clinic Commanding Officer. From these recommendations, new or revised procedures or practices may be developed to improve the effectiveness of the NAVOSH Program.

b. In the interest of assisting the Employer to work towards the reduction and/or elimination of recognized hazards, a member (appointed by the Union) will participate with military staff in conducting the weekly zone inspections.

c. Members appointed by the Union to the OSH Committee or to participate in weekly zone inspections shall be charged to the Safety Committee job order for time actually spent in committee meetings or weekly zone inspections. It is agreed grievances shall not be the subject of discussion during Committee meetings. Members appointed by the Union to the OSH Committee or to participate in weekly zone inspections shall annotate their time on their Time and Attendance Daily Muster Sheet using a Safety Committee Job Order Number. Training will be provided as necessary to enable committee members to perform their committee duties.

Section 3. In the course of performing their normally assigned work, the steward, chief steward and Union officers shall be alert to observe unsafe practices, equipment and conditions as well as environmental conditions in their immediate area which represent health hazards. If an unsafe or unhealthy condition is observed, the steward, chief steward or Union officer should report it to the cognizant supervisor. If the matter is not resolved at this level, the Safety Officer will be called to make a determination. If the Safety Officer is unavailable, then the Director or, after hours, the Command Duty Officer, will be called promptly to make a determination.

Section 4. No employee shall be required to perform machine maintenance repair 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 required to work alone or beyond the call and observation of other employees unless this requirement would create an additional hazard to any employees, in which case other adequate means of communication/observation will be used. Should an employee claim that a job to which they have been assigned is not safe or will endanger their health, they shall immediately report the circumstances to their immediate supervisor. The immediate supervisor shall inspect the job to insure it is safe before requiring the employee to carry out the work assignment. If any doubt regarding safety of the job is raised by either party, a ruling shall be obtained from the Department Head, or Director before proceeding. If the employee still believes that the job is not safe, the Safety Officer (if after hours, the Command Duty Officer) will be promptly called to make a determination. The work will proceed except in an imminent danger situation.

Section 5. The Employer agrees to furnish protective clothing and safety equipment at no expense to the employee whenever it is required by the Employer for safety or industrial health purposes. The Union at its discretion may recommend new protective clothing and equipment and/or modifications to existing equipment for consideration by the Employer and such recommendations shall receive prompt attention. When the Union believes the recommendation of a hazardous material manufacturer regarding the use of personal protective equipment is more appropriate than the current practice in a specific work process, the matter will be brought to the attention of the Safety Officer and the Occupational Safety and Health Policy Committee.

Section 6.

a. It is an employee's responsibility to immediately report every job-related injury or illness to their supervisor. The Employee will be advised by the Employer at the earliest opportunity of their right to file for Workman's compensation. The employee will be assisted in the completion of all necessary forms. A Form CA-1 or CA-2 must be filed within 30 days of the date of injury or illness. Additionally, absence from work because of job-related injury or illness does not excuse an employee from keeping their supervisor informed of their expected return to duty if known.

b. The Employer will notify the Union within a reasonable period of time of all occupational accidents or illnesses involving employees of the unit which occur at the activity. In accordance with the Privacy Act of 1974, such notification may not include medical or other sensitive personal information.

c. In accordance with 29 Code of Federal Regulations 1910.20 employee and Union representatives shall be given access to employee exposure records and to analyses drawn from either exposure records or employee medical records.

Section 7. The Employer agrees to study any environmental condition alleged by the Union to be injurious to health or comfort of unit employees including but not limited

to high noise. dust and fumes. toxic material, high and low temperatures and other potentially harmful and discomforting conditions. Where such study requires a specific test operation, the Union will be given an opportunity to have an observer present during such tests. It is the intent of the parties that where such study reveals harmful conditions exist, the Employer shall take affirmative action to make work assignments in the area safe by correcting same or by providing adequate personal protective equipment and/or safety devices to all employees who are assigned to work in the area or other appropriate measures.

Section 8. An employee, upon becoming ill while in a work status. shall, under normal circumstances report to their supervisor. The employee shall receive an immediate medical examination and treatment by the Employer's health care provider. if necessary. In unusual circumstances where the employee desires to secure the services of their personal physician in lieu of going to the Employer's health care provider, they shall be allowed to do so provided they present a certificate of examination or treatment from their physician upon return to duty. If, in the opinion of the Medical Officer, he/she deems it -in the interest of the employer or in the interest of the employee's health and well-being that the employee is not fit for duty, the Medical Officer will advise the employee to go home or to a hospital. In critical or emergency cases, arrangements will be instituted by the Employer to assure the employee is transported by appropriate means of Government provided transportation to their home or hospital. If the illness or injury is of such nature in the opinion of the Medical Officer that it will not jeopardize the employee's health or welfare. it will then be the responsibility of the employee to arrange for public or private means of transportation to home.

Section 9. Prompt ambulance service and first aid to an injured employee shall be provided by the Employer at all times. No injured employee will remain unattended while being transferred to the hospital.

Section 10. The Employer agrees that all Employer trucks and passenger-carrying vehicles that transport employees shall be maintained in safe driving condition, and equipped with safe seating arrangement and necessary safety equipment as prescribed by Navy Safety Manual. The operators of such vehicles shall be in possession of a valid driver's license.

Section 11. The Employer shall promote safety awareness in accordance with 29 CFR 1910.1200 through the following:

- a. Safety and health briefings for new employees.
- b. Informational postings, pamphlets, "Periscope" articles, routine safety guides that all employees read and sign, etc.
- c. The availability of safety procedures, Material Safety

Data Sheets, etc., to the unit employees assigned to work with hazardous or toxic materials. either at the place of assignment or the work-site.

d. Specific training for employees whose assignments require the handling and/or transport of toxic or hazardous materials or monitor work place to protect people.

Section 12. The Employer shall. in accordance with applicable regulations. allow travel and per diem to safety and health representatives designated by the Union to participate in approved conferences and meetings concerning occupational safety and health as deemed necessary and appropriate by the Employer.

Section 13.

a. No employee shall be subject to restraint, interference, coercion, discrimination or reprisal for reporting an unsafe or unhealthful working condition or for any other participation in the safety and health program.

b. When an employee or the Union alleges that an act of restraint, interference, coercion, discrimination and/or reprisal has occurred. they will notify the Commanding Officer in writing. The Employer shall take the appropriate action. If an investigation is conducted, the Employer shall. upon the request of the Union and in accordance with applicable laws and regulations, provide a complete copy of the investigation file and the Employer's findings concerning the incident.

Section 14. The Employer shall conduct an Industrial Hygiene program. Employees assigned to work in areas which subject them to potentially hazardous substances or conditions, as identified by the Clinic's Industrial Hygiene Department subject to the approval of the Clinic's Occupational Medicine Physician, shall be placed in appropriate medical surveillance programs to the maximum extent permissible.

Section 15. At the written request of the Union, employees will be placed into an appropriate surveillance program, as determined by the Clinic's Occupational Medicine Physician, to include physical screenings or examinations as necessary at no cost to the employee.

ARTICLE24

TRAVEL

Section 1. When travel is required as part of an employee's work assignment. they shall be compensated to the extent permitted and prescribed by applicable laws and/or regulations. Clinic travel will be in accordance with the Department of Defense Joint Travel Regulations applicable to civilian personnel.

Section 2. Except in the cases of emergent situations. a standard travel order will be issued to employees assigned travel at least three workdays prior to their scheduled departure from the Clinic with complete information in respect to: (1) purpose of travel; (2) duration of travel; (3) mode of transportation: (4) quarters and transportation at TAD site. authorized per diem rate under which the employee will be traveling; (5) any provisions for other authorized reimbursable expenses. All arrangements for transportation and advancement of per diem allowances will be accomplished during working hours, prior *to* departure. Maximum permissible advancement of per diem, mileage, and miscellaneous expenses will be made to employees prior to required travel. If the Employer fails to provide the employee with his travel orders and advancement prior to 72 hours before his scheduled departure time, the employee will be allowed to access Shipyard check cashing facilities/ATM to receive the advance and purchase travelers' checks during working hours.

Section 3. To the maximum extent permitted by regulation. no employee will be permitted to travel in a non-pay status.

ARTICLE 25

ADVERSE AND DISCIPLINARY ACTIONS

Section 1. All disciplinary and adverse actions will be taken for just cause in accordance with applicable laws and regulations. Disciplinary penalties will be the minimum necessary to correct the employee and maintain discipline and morale among other employees as determined by the Employer. Employees affected by disciplinary or adverse actions will be advised by the Employer of all applicable appeal and/or grievance rights. The Employer agrees to advise unit members of their right to representation prior to discussions pertaining to adverse and disciplinary actions.

Section 2. Certain adverse actions may be either appealed to the Merit Systems Protection Board (MSPB) or grieved through the provisions of the negotiated grievance procedure contained in the Grievance Procedure Article.

a. Appealable/Adverse. Those adverse actions appropriately before the MSPB include: removals, suspensions for more than fourteen calendar days, reductions in grade, reductions in pay, and furloughs for thirty days or less. Temporary employees and employees serving a trial or probationary period may not appeal to the MSPB.

b. Disciplinary Actions/Grievable Adverse Actions. Certain actions may only be grieved through the negotiated grievance procedure contained in the Grievance Procedure Article. These include suspensions of fourteen calendar days or less and letters of reprimand.

Section 3. It is understood that adverse actions may be taken for either disciplinary or non-disciplinary reasons. However, when an adverse action is taken for disciplinary reasons, the following will apply:

a. When it is known/appears that an employee is involved in an infraction of work rules that could result in disciplinary action, the employee has the right to Union representation prior to any questioning.

b. In all instances when disciplinary action is contemplated, a discussion with the affected employee will be conducted unless the employee is not readily available for such discussion due to his absence from work.

c. When it appears that an employee is involved in an infraction of work rules that may result in disciplinary action, the Employer shall hold the above discussion with the employee within five work days after the Employer learns of the alleged infraction. If the Employer determines that disciplinary action is warranted as a result of investigation and discussion with the employee, a letter of reprimand or notice of proposed action will normally be issued to the employee not later than ten work days

from the conclusion of the first discussion with the employee. Failure to meet the time limits does not preclude the Employer from taking disciplinary action.

Section 4. Disciplinary actions may be grieved beginning at the step of the grievance procedure one step above the level of management which effected the action.

Permanent employees who are not serving a trial or probationary period, against whom appealable adverse action is sought, are entitled to at least thirty full days advance written notice stating any and all reasons for the proposed action, except as provided by law, or Government-wide rule or regulation.

When practicable, probationary employees will receive a minimum notice of five workdays that they are being terminated during the probationary period.

Section 5. Following the issuance of a proposed Section 2a adverse action, the employee and his representative will be allowed a reasonable amount of official time, if otherwise in a duty status, to review the material relied upon to support the reasons in the advance notice, to secure affidavits and to prepare a written reply.

Section 6. The Union may represent employees in grievances and appeals concerning disciplinary and adverse actions. When the Union represents the employee, the Union may either process the matter through the negotiated grievance procedure to arbitration or use the appeals procedure, if appropriate.

When an employee chooses a representative other than the Union, he may process the matter through the negotiated grievance procedure or the appeals procedure, if appropriate, but not both; however, if the employee selects the grievance procedure, the decision at the Clinic Commanding Officer's level shall be final and the matter shall not be submitted to arbitration.

ARTICLE 26

ARBITRATION

Section 1. In the event the Employer and the Union fail to satisfactorily settle any grievance under the Grievance Article of this Agreement, then such grievance, upon written notice by the party desiring arbitration shall be referred to arbitration.

If it is the Union that desires arbitration, then the written notice invoking arbitration must be submitted to the Clinic Commander within thirty workdays from receipt of the decision in any of the sections of Grievance Article; or within forty workdays from the conclusion of any meeting in these steps or sections if the deciding official fails to issue a written decision.

If it is the Employer that desires arbitration, then the written notice invoking arbitration must be submitted to the Union within forty workdays from receipt of the Union's decision in accordance with the Grievance Article or within thirty workdays from the conclusion of the discussion. Arbitration of grievances, may extend only to the interpretation or application of this Agreement, and not over any other matters. Furthermore, the issue(s) to be arbitrated shall be no broader in scope than the issue(s) presented at the grievance stage. Additionally, in the case of adverse actions, the arbitrator shall sustain such actions if they are supported by the preponderance of evidence standard. The arbitrator shall not change, modify, alter, delete or add to the provisions of this Agreement as such right is the prerogative of the contracting parties only.

Questions that cannot be resolved by the Employer and the Union as to whether or not a grievance is subject to arbitration under this Agreement shall be referred to an arbitrator for decision. The arbitrator will rule on the arbitrability dispute prior to presentation of the merits of the grievance.

Section 2. If the grievance has not been rejected by either party, then within ten workdays from the date of receipt of the arbitration request from the Union or within ten workdays from the date of forwarding the arbitration request to the Union by the Employer, the parties shall request the Federal Mediation and Conciliation Service to submit a list of names of seven arbitrators. The parties shall meet within five workdays after receipt of such list to select the arbitrator. If the parties cannot mutually agree upon one of the listed arbitrators, the Parties will flip a coin. The winner of the coin toss will determine which party strikes one arbitrator's name from the list of seven first. The other party will then strike a name and the parties shall then repeat this procedure twice more. The remaining name shall be the duly selected arbitrator.

Section 3. The parties shall share equally the cost of the arbitration. This cost shall include the arbitrator's fee and expenses, and the expense of any other mutually

agreed-upon services considered desirable or necessary in connection with the arbitration proceedings.

Section 4. The arbitration hearing shall normally be held at Building H-1, normally during the regular day shift hours of the basic workweek.

a. The grievant, and not more than three Union representatives and witnesses who have knowledge of the circumstances and factors bearing on the case, if employees of the Clinic and otherwise in a duty status, shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave.

b. The Union and the Employer will inform each other in writing of the names of the parties' designated representatives and witnesses at least five workdays prior to the arbitration hearing so that arrangements can be made to have such employees available for the hearing. Nothing in this section shall preclude either side from calling rebuttal witnesses.

c. At least five workdays prior to the scheduled initial date of an arbitration hearing, the parties shall meet in an attempt to decide upon the issue(s) to be submitted to the arbitrator.

Section 5. The arbitrator will be requested to render his decision as quickly as possible, but in any event, not later than thirty calendar days after the conclusion of the hearing unless the parties otherwise agree.

Section 6. The arbitrator's award will be binding on both parties, except that either party may file exceptions to arbitrator's award with the Federal Labor Relations Authority, under regulations prescribed by the Federal Labor Relations Authority.

ARTICLE 27

CONTRACTING OUT

Section 1. It is understood that the Employer retains the right to contract out work of the unit and transfer work within the Command. When a Commercial Activities (CA) study will affect the jobs of unit employees, the Employer will consult with the Union prior to reaching a decision on contracting out. Impact and implementation issues pertaining to contracting out will be negotiated. The Employer will notify the Union of such a CA study promptly after official notification that a CA study will be announced to Congress. Properly identified CA studies will be in accordance with Office of Management and Budget (OMB) Circular A-76, other applicable regulations and the provisions of this AGREEMENT. The Employer shall advise the Union whether the Commercial Activity study is going to be conducted in accordance with any governing statute or regulations such as but not limited to OMB Circular A-76; and shall, upon request, provide the Union a copy of the pertinent statute or regulation. When the Employer transfers work within the Clinic, the Employer agrees to discuss the matter with the Union prior to transferring unit work which could result in a reduction-in-force or a forced annual leave situation.

Section 2. If an activity is identified for cost comparison under the CA program, the Employer will keep the Union fully informed in accordance with pertinent regulation. However, the complete confidentiality of specific information, such as the in-house cost estimate and contract price will be maintained until the preliminary cost comparison is made. The Union's suggestions concerning the Performance Work Statement used in the cost comparison procedure will be considered during its preparation. To ensure that employees are informed, briefings will be held with affected unit employees for the purpose of providing information concerning the contracting out of a CA function. The Union will be given an opportunity to send a representative.

Section 3. Upon request, the Union will be placed on the mailing list for the Invitation for Bid (IFB) or Request for Proposal (RFP) so that the Union will receive the Department of Labor certification of wage rate, the performance work statement, all changes to the performance work statement and all bidder questions and activity answers related to the performance work statement. The Union will be kept informed as to the established dates for the study and contracting out process.

Section 4. The Employer will notify the Union president of walk through by bidders of any CA function involving unit employees so that the Union may send a representative to the walk through.

Section 5. The Employer will notify the Union president of the bid opening of any CA function involving unit employees so that the Union may send a representative to the bidding.

Section 6. In accordance with applicable regulations, CA will not be used to circumvent personnel ceiling restrictions or avoid salary limitations. If unit work is contracted out as a result of a CA study, normally no unit employees will be under the supervision of a contractor employee.

Section 7. In the event that the award of a CA contract results in a reduction-in-force, the provisions of the placement, rehiring article will apply to affected employees.

Section 8. In accordance with applicable regulations, the contractor will give employees displaced as a result of the contract performance, the right of first refusal for job openings on the contract for which they are qualified. Exercising the right at first refusal because of displacement due to contracting out shall not deny a unit employee of any rights he might have under applicable RIF procedures; however, such refusal may, in accordance with applicable law and regulations, affect the employees' entitlement to severance pay.

ARTICLE 28

GENERAL PROVISIONS

Section 1. The Employer agrees that any employee in the unit who contemplates retirement in the immediate future shall be afforded retirement counseling to insure that the interests of the employee are protected. Alternative retirement plans for which the employee is eligible shall be explained. The employee's request to be accompanied by a Union representative will be granted. An employee who contemplates retirement will first contact his Clinic personnel advisor for information and counseling. If after this discussion the employee still has unresolved questions, he may contact the Human Relations Office Retirement counselor for further information and counseling. In the event questions arise which cannot be resolved by the HRO Retirement Counselor, the Employer agrees to make every reasonable effort to resolve the issue by contacting the Bureau of Retirement, Insurance and Occupational Health of the Office of Personnel Management or by forwarding the employee's request for resolution to such office.

Section 2. Normally, an employee shall be assigned to a specific supervisor. Employee requests for approval of absences from work, approval of leave requests, information on performance ratings or appraisals, completion of form CA-1 (Federal Employee's Notice of Traumatic Injury and Claim for Continuance of Pay/Compensation), environmental pay, on-the-job training/instruction, and work assignments shall be directed by the employee's assigned supervisor or work leader. When the employee's supervisor is not available, the next supervisor/manager in the chain of command normally will direct the employee.

Section 3. The Employer agrees that when individual unit employee performance evaluations are maintained in the appropriate office files, in no instance will such records be published or discussed with any employees except the affected employee and those management officials having need for such information in an official capacity.

Section 4. The Employer agrees to provide one bulletin board on each floor for the use of the Union. The Union Chief Steward or acting Chief Steward shall initial and date all postings.

Section 5. The Employer shall be responsible for printing and distributing the AGREEMENT to all current and newly hired employees of the Unit. It is further agreed that the Union will be provided copies of this AGREEMENT for distribution.

Section 6. Unit employees participating in the Shipyard Blood Donor Program may be excused from work without charge to leave for the time necessary to donate blood subject to workload. If medically needed for recuperation, time will be authorized without charge to leave up to the remainder of the work shift. Employees with recognized rare blood types, donating blood in the event of a community crisis, will be

offered the entitlement stated above.

Section 7. No unit employee covered by the terms of the AGREEMENT or any representative of the Employer shall be permitted to fill out Dues Allocation Forms (SF 1187) or Dues Revocation Form (SF 1188) during working hours. Unit employees shall obtain a copy of the Dues Revocation Form (SF 1188) from the Employer during non- working hours.

Section 8. It is understood that the Employer will provide records as required by law and this AGREEMENT. when requested by the Union in writing, when the records are normally maintained by the Employer in the regular course of business and are reasonably available. The Employer will provide these records in a reasonable time frame and at no cost to the Union when a particularized need has been provided in the written request by the Union to the Employer. When reproduction fees of such material requested exceeds \$100 cumulative per issue, the Union will pay any balance in excess. Reproduction costs are assessed at \$0.08 per copy.

Section 9. Two staff lounges (room #131 and 146) are available for use by the employees.

Section 10. Canvassing, soliciting, and peddling among employees during working hours are prohibited except as may be authorized by the Commanding Officer. or as may be provided for ii"! directives of higher authority.

Section 11. Unit members volunteering on the Clinic Recreation Committee are allowed one (1) hour admin time (approved by their supervisor) for general non-meeting functions.

Section 12. Bargaining unit members are responsible for reading the Plan of the Week. POWs will be posted on the Union bulletin board by the Chief Stewart. Also. schedule permitting, unit members are encouraged to attend quarters held weekly at 0720 on the first workday of the week (generally Monday).

Section 13. Employees may use official time for tests and interviews required under the Navy Merit Promotion Program. It is at the discretion of the activity to allow excused time under other DOD merit promotion programs and Navy promotion programs outside the local activity. Also. employees under a RIF notice may be given official time for tests and interviews in any Government agency.

Section 14. Smoking shall be allowed in accordance with NAVMEDCLINST 6200.1G, or latest revision. Additionally, a second smoking area has been designated in the concrete covered area directly under the front entrance of the Clinic.

Section 15. Unit employees will be provided treatment at no cost for relief of minor ailments or emergent conditions occurring on the job. The major objective of this treatment is to keep the employee on the job. Depending upon space availability, treatment of acute conditions, not job related, may be provided to unit employees on a reimbursable basis {at prevailing rates). The unit

employee's insurance carrier will be billed for the acute care rendered. However, the employee is ultimately responsible for the total charge for the care whether the insurance carrier renders no or partial reimbursement. If the employee has no health insurance, they will be billed directly.

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ARTICLE 29

DURATION AND CHANGES

Section 1. This AGREEMENT, as executed by the parties, shall remain in full force and effect for a period of two years from the date of its approval by the Department of Defense. On the request of either party, the parties shall meet to commence negotiations on a new agreement on or after the sixtieth day prior to the expiration date of this AGREEMENT. If neither party serves a ninety-day notice to renew the AGREEMENT, the AGREEMENT will remain in effect from year to year until notice is served. subject to provisions of this article and article Provision of Laws and Regulations in this contract.

Section 2. The AGREEMENT, except for its duration period as specified in Section 1 above, may be opened for amendment by mutual consent of the parties at any time after it has been in force and effect for at least six months. Any request for amendment by either party must be written and must include a summary of the amendment(s) proposed. The parties shall meet within fourteen calendar days after receipt of such request to discuss the matter(s) involved. If the parties agree that opening is warranted on any such matter(s), they shall proceed with negotiations. Negotiations shall be strictly limited to those matters previously agreed to as being appropriate. Such amendments(s) as agreed to will be duly executed by the parties. subject to approval of Office of the Secretary of the Navy.

Section 3. Any amendment(s) to this AGREEMENT as agreed upon by the parties shall be promptly reproduced and distributed to employees within the unit in accordance with the provisions of this agreement.

Section 4. No agreement, alteration, understanding, variation, waiver or Modification of any terms or conditions contained herein shall be made by an employee or group of employees with the Employer. and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and the same has been ratified by the membership and approved by the Employer.

Section 5. The waiver of any breach or condition of this AGREEMENT by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

Section 6. Termination of this AGREEMENT will not in and of itself terminate the recognition granted the Union. In the event the Federal labor Relations Authority terminates the exclusive recognition of the Union. this AGREEMENT shall be terminated.

ARTICLE 30

DRUG FREE WORKPLACE

Section 1. The Employer and the Union agree to support the Department of Navy policy to eliminate the illegal use of drugs and/or misuse of legal drugs by civilian employees through the Drug Free Workplace Program (DFWP). The Union and the Employer mutually agree to support the DFWP as it relates to employee problems of substance abuse. Both parties recognize that alcoholism and substance abuse are treatable health problems, and as such, employees with such problems will be encouraged to seek assistance. The "safe harbor" provisions of the DFWP will be followed.

ARTICLE 31

TECHNOLOGICAL CHANGES

Section 1. When directed by higher authority, the Clinic will implement technological changes/improvements. The Union will be notified at the earliest possible date of those changes that affect the conditions of employment of one or more bargaining unit employees. As soon as a change or changes are contemplated, the parties will meet prior to implementing changes to negotiate appropriate arrangements for affected bargaining unit employees.

(Note: Chapter 71, Title V, Section 7106(b)(3))

ARTICLE 32

GRIEVANCE PROCEDURES

Section 1. It is the intent of the parties that this article will provide a means of resolving grievances. The Employer and the Union agree to work toward this end. These procedures are the exclusive procedures available for the settlement of all grievances, including questions of arbitrability.

a. For the purpose of this AGREEMENT a grievance means any complaint:

(1) by any unit employee concerning any matter relating to the employment of the employee;

(2) by the Union concerning any matter relating to the employment of any unit employee; or

(3) by any unit employee, the Union, or Employer, concerning:

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

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

b. The grievance procedure and arbitration shall not apply with respect to any grievance concerning:

(1) Any claimed violation of Subchapter III of Chapter 73 of Title 5 (relating to prohibited political activities).

(2) Retirement, life insurance or health insurance.

(3) A suspension or removal under Section 7532 of Title 5.

(4) Any examination, certification or appointment including the separation of a temporary employee or an employee during their trial or probationary period. In these cases, there will be no reasons for the termination on the Notification of Personnel Action (SF-50).

(5) An allegation or complaint of discrimination based upon race, color, religion, sex, national origin, age (at least 40) or physical/mental handicap.

(6) The classification of any position **which** does not result in the reduction in grade or pay of any employee.

(7) RIF appeals.

(8) Notice of proposal letters.

(9) Performance appraisal of fully successful or above.

c. For the purposes of resolving grievances the following optional procedures are available:

(1) Employee grievance procedure (Section 3). This procedure covers all employee grievances including grievances concerning disciplinary actions except grievances covered by (2) and (3) below.

(2) Adverse Action Grievance Procedure. This procedure covers removals, reductions in grade, reduction in pay, suspensions for more than fourteen calendar days and furloughs of thirty days or less. An employee grieving an adverse action has the option of either grieving under this procedure (section 11) or appealing to the MSPB, but not both. Temporary employees and employees serving a trial or probationary period may not appeal to the MSPB.

(3) Earned Rating Grievance Procedure (Section 10). This procedure covers all ratings received in connection with a promotion examination or evaluation.

Section 2. Any employee in the Unit may present a grievance on their own behalf to the Employer and have it adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this AGREEMENT. Whenever the employee files a grievance on their own behalf, the Union shall be notified by the Employer. The aggrieved employee will use the procedures contained in Section 3 below except that when presenting a grievance on their own behalf the grievant is not entitled to representation at the various steps of the grievance procedure. The consent of the Union is not required to process a grievance to the next step and the grievant is not entitled to arbitration. The decision rendered by the Commanding Officer shall be final and not further grievable. A representative of the Union has the right to be present during the grievance processing. At the conclusion of any grievance discussion, the Union representative shall be permitted to present the Union's views.

Section 3. Employee Grievance Procedure. The following procedure shall constitute the normal steps of the grievance procedure. Employees using this procedure will be represented by the Union in accordance with the provisions of this Article.

Step 1. The grievance shall be delivered in writing to the employees' immediate supervisor within nine workdays after the incident out_ of which the grievance arose. or

.. nine workdays after the date the employee becomes aware of the incident. The grievance shall be submitted on a form mutually agreed to by the parties and must contain the precise description of the grievance with enough information contained thereon to identify the nature of the grievance, the provisions(s) of this AGREEMENT or policy or regulation that is alleged to have been violated, if applicable, the corrected action desired and any additional pertinent information. Within four workdays the supervisor shall hold a grievance discussion with the grievant and either his/her steward or the chief steward. Within four workdays from the discussion, the supervisor shall give their decision in writing to the aggrieved employee with a copy to the Union.

' Step 2. If the written decision reviewed in Step 1 is not satisfactory to the aggrieved employee, he/she may grieve in writing to the executive officer or designated representative within nine workdays after receipt of the Step 1 decision. Within four workdays of receipt of the grievance, the executive officer or designated representative will meet with the aggrieved employee and his/her chief steward to discuss the grievance. The executive officer or designated representative shall give his or her decision in writing to the aggrieved employee with a copy to the Union not later than four workdays following this meeting.

Step 3. If the written decision reviewed in Step 2 is not satisfactory to the aggrieved employee, he/she may **grieve** in writing to the Commanding Officer or designated representative within four workdays after receipt of the Step 2 decision. Within four workdays of receipt of the grievance, the Commanding Officer or designated representative will meet with the aggrieved employee and his/her chief steward to discuss the grievance. The Commanding Officer or designated representative shall give his or her decision in writing to the aggrieved employee with a copy to the Union not later than four workdays following this meeting.

Step 4. If the Step 3 decision is not satisfactory to the Union, the Union may invoke arbitration in accordance with the provisions of the Arbitration Article.

Section 4. If, subsequent to the filing of a written grievance, the appropriate reviewing official offers a resolution which is satisfactory to the Union, it shall be confirmed in writing by the Employer to the Union and a copy shall be furnished to the Aggrieved employee(s). The grievance will then be terminated. Further, if at any time it is decided that the stated relief desired will be granted, the Employer will so notify the Union in writing with a copy to the aggrieved employee(s). No discussion will be held and the grievance will be terminated.

Section 5. Union Grievance Procedure. Should the Union desire to resolve some matter covered by the grievance procedure, the matter shall be processed as follows: The Union shall advise the Executive Officer or designated representative, in writing, of the matter the Union wishes to resolve. The written grievance must contain the precise

description of the grievance with enough information contained therein to identify the specific nature of the grievance, the specific provision of this AGREEMENT or policy or regulation that is alleged to have been violated. if applicable, the corrective action desired. and any additional pertinent information. The grievance must be filed within nine workdays after the date of the incident out of which the grievance arose, or within nine workdays after the date the Union became aware of the incident. The Union and the Executive Officer or designated representative and the appropriate management officials will meet within four workdays to discuss the matter and attempt to seek a satisfactory resolution. The Executive Officer or designated representative will give his/her written decision to the Union within thirteen workdays from the conclusion of the above discussion. If the matter is still not resolved. then the Union may invoke arbitration in accordance **with** the provisions of the Arbitration Article. If the Union files a grievance as outlined above, it is agreed that any employee grievance filed on the same subject will be held in abeyance pending the outcome of the union grievance.

Section 6. All time limits provided for herein may be extended by mutual agreement for valid reasons, provided that a request for extension is presented prior to the end of the prescribed time limit.

Section 7. The Employer and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance. in good faith, by an employee shall not cast any reflection on their standing with the Employer or on their loyalty and desirability to the organization. nor should the grievance be considered as a reflection on the Employer.

Section 8. Except in the case of disciplinary actions. by mutual agreement, when the Union and the Employer agree that in the case of individual identical grievances, they will be joined at Step 2 and processed as one grievance throughout the remainder of the procedure. The Union will select one employee's grievance for processing and the decision thereon shall be binding on the other grievant' s.

Section 9

a. At each and every step of the grievance procedure, the Union and the Employer shall have the right to propose as witnesses employees who have direct knowledge of the circumstances of the case. A written request for witnesses shall be forwarded within the time limits, together with the grievance, to the appropriate step of the grievance procedure. Unit employees who are witnesses shall suffer no loss of pay or benefits for such service. The Employer shall, upon written request, permit Union inspection of pertinent payroll and other records as permissible without violating laws, rules or Government policy, for the purpose of sustaining the claim of the parties. However, payroll and other records must be directly related to the employee's grievance. The Union shall be afforded full opportunity to present all facts and information which are relevant.

Section 10. Earned rating grievances. If an employee is dissatisfied with an earned rating received in connection with a promotion examination, they may grieve this rating

in accordance with the following procedure. This procedure will be utilized in lieu of the procedure contained in Section 3.

Step 1. The grievant will discuss his rating with the staffing specialist in Code 1112 who did the rating. The discussion must be initiated within fifteen calendar days from receipt of the notice of rating by the grievant. The grievant may be accompanied by a Union representative.

Step 2. If the grievance is not resolved at Step 1, then within five workdays after conclusion of the discussion, with the consent of the Union, the grievant may submit their grievance in writing to Code 1112. The written grievance must contain the specific reasons why the employee feels the rating is incorrect and the relief desired. Code 1112 will issue a written decision to the grievant within ten workdays.

Step 3. If the grievance is not resolved at Step 2, then the grievance may be submitted to arbitration.

Section 11. Adverse Action. Grievance Procedure. Grievances concerning removals, reductions in grade, reductions in pay, suspensions of more than fourteen calendar days and furloughs of thirty days or less may be processed under this procedure. The grievant must present their grievance in writing to the Commanding Officer or designated representative within ten workdays of the effective date of the action. The Commanding Officer or his/her designated representative will hold a discussion with the grievant and their representative within ten workdays of receipt of the grievance. The Commanding Officer will render a decision within twenty workdays of the date of the discussion. If the decision is unfavorable to the grievant, the matter may be referred to arbitration in accordance with the Arbitration Article.

