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PREAMBLE

Pursuant to the applicable provisions of the Federal Service Labor Management Relations Statute, 5 U.S.C., Chapter 71, originally enacted as Title VII of the Civil Service Reform Act of 1978, the following articles of this Negotiated Agreement (NA), together with any and all amendments which may be agreed to at later dates, constitute a total agreement between the Naval Hospital, Twentynine Palms, California, hereinafter, referred to as the "Employer" and the American Federation of Government Employees (AFGE), Local 2018, Twentynine Palms, California, hereinafter, referred to as the "Union," covering the employees in the bargaining unit described in Article 2.

The parties agree that the Employees and the Employer benefit from an opportunity to participate through the Union in the establishment of personnel policies and practices which may affect the bargaining unit's working conditions. The Employer and the Union agree that effective labor relations are in the public's interest. The Union and the Employer agree to continue development and implementation of modern and progressive work practices that will facilitate and improve employee performance to accomplish the mission of the Employer.

The Parties recognize that the principal mission of the Employer is to be a health care facility that:

-Supports the operational readiness of Marines and Sailors assigned to the Marine Corps Air Ground Combat Center.

-Ensures the readiness of its own military medical staff that may have to deploy to support operational platform.

-Provides or arranges for health care for other DOD Tricare Southern California beneficiaries residing in the Naval Hospital's catchiness area.

The parties also recognize that the Vision of the Naval Hospital is to be a modern place where:

-Staff, patients, families, and the commands the Naval Hospital supports are united in achieving optimal health, wellness, and readiness.

-Hospital staff enjoy coming to work.

-Patients and their families brag about timely access to high quality, compassionate care.

Accordingly, the purpose of this agreement is to prescribe certain rights and obligations for employees, the Union, and the Employer, and to establish procedures designed to meet the special requirements and needs of the Naval Hospital. The provisions of this agreement should be interpreted in such a manner consistent with effective and efficient Naval Hospital.

Article 1 – Recognition and Coverage

Section 1 The American Federation of Government Employees, Local 2018 (AFGE) is the exclusive representative of all employees in the two units as defined in section 2 below, per Federal Labor Relations Authority (FLRA) case # SF-40097.

Section 2

1. The unit to which this agreement is applicable is composed of the following federal civil service employees of the Naval Hospital, Twentynine Palms, California
 - a. The Nonprofessional unit as defined 5 U.S.C. 7112
 - b. The Professional Unit as defined by 5 U.S.C. 7112 are:
2. Employees excluded from coverage as defined by 5 U.S.C. 7112 are:
 - a. Supervisors and Managers
 - b. Confidential employees
 - c. Employees engaged in administering the provisions of the act and others as set forth by law.
3. If either of these units is modified by the FLRA, this agreement shall apply/not apply to the unit or units as modified.

Section 3 As the exclusive representative, the Union is entitled to act for and negotiate agreements covering unit employees in the above bargaining unit without discrimination and without regard to membership in the Union, unless changed by future law or regulation.

Section 4 The employer will not bypass the Union by entering into any agreement directly with bargaining unit employees or with other organizations that constitutes collective bargaining over personnel policies, practices, procedures or working conditions that affect employees in the above bargaining units.

Article 2 – Definitions

Union: American Federation of Government Employees (AFGE), Local 2018, Twentynine Palms, California.

Employer: Naval Hospital, Marine Corps Air Ground Combat Center, Twentynine Palms, California.

Employee: An incumbent in one of the consolidated units.

The Statute: The Federal Service Labor Management Relations Statute, 5 U.S.C. Chapter 71, (Originally enacted as Title VII of the Civil Service Reform Act.)

Day: Calendar day (Unless otherwise specified in the body of the agreement.).

Position: Authorized billet within one of the consolidated units.

Negotiated Agreement (NA): The collective bargaining agreement executed between the Employer and the Union governing the personnel practices, policies, and working conditions of Employees in the consolidated units.

Memorandum of Understanding (MOU): The document resulting from bargaining during the term of the negotiated agreement with Article 4 of this agreement.

Negotiate: Meet and confer, bargain or otherwise communicate for the purpose of discussion and settlement of terms leading to a collective negotiated agreement.

Unforeseen Circumstances: Conditions or situations posing sudden, immediate and unforeseen work requirements for management as a result of natural phenomena or other circumstances beyond management's reasonable control or ability to anticipate.

Interest-Based Problem Solving: All parties working in conjunction to reach a consensus agreement on issues. A non-positional approach to resolution of critical issues.

Grievance: Any complaint by the employee, when verified by the union representative, as valid.

Article 3 – Governing Laws and Regulations

Section 1 Officials and Employees shall be governed by applicable laws and regulations of appropriated authorities in the administration of this agreement. Regulations becoming effective after the effective date of this agreement shall be binding upon officials and employees only to the extent that the terms of such regulations are not in conflict with the provisions of this agreement, or any memorandum of understanding.

Section 2 Whenever this agreement is renegotiated or renewed, it must be brought into conformance with applicable government-wide DOD, and DON regulations then in existence.

Article 4 – Bargaining During the Terms of the Agreement

Section 1 Prior to implementing or making changes in personnel policies, practices, or matters affecting working conditions of employees in the unit, the following procedures will be followed.

- a. Submit a letter through the Labor Relations Officer, MCAGCC Human Resources Office, providing notification of the change, background, and justification. The Labor Relations Officer will forward such proposals to the Union.
- b. The party tendering a demand to bargain will submit its proposals in writing to the other party within (15) fifteen days of tendering its' demand to bargain.
- c. The other party will submit its counter proposals in writing within (10) days after receiving the proposals of the moving party.
- d. Negotiations shall commence on a mutually agreeable date and be conducted in mutually agreeable hours. Absent such mutual agreement, negotiations shall commence on the 15th (Fifteenth) day (If a workday, otherwise the next succeeding workday) following the date the moving party received the counter proposals of the other party.
- e. The parties will negotiate in the local area at a mutually agreed upon site. Absent mutual agreement, the negotiations will alternate (daily, unless the parties agree otherwise) between a site in the local area selected and provided by the Union and a site selected and provided by the employer.
- f. Unless they mutually agree otherwise, the parties will negotiate as long or as frequently as necessary, normally (8) eight hours a day, (5) five days a week, until agreement or impasse is reached.
- g. Union representatives who are employees shall be on official time for all phases of negotiations, including proceedings before the Federal Mediation and Conciliation Service and Federal Services Impasse Panel. The number of employees for whom such official time is authorized shall not exceed the number of persons representing the employer in such negotiations.

Section 2 In lieu of the above procedure Interest-Based Bargaining may be utilized. The parties will make every effort to promptly bring such problems or disputes to the attention of the other and will attempt to reach an informal resolution.

Section 3 any agreement reached pursuant to bargaining between the Employer and the Union shall be reduced to a Memorandum of Understanding (MOU).

Article 5 – Right and Responsibilities of the Employer and the Union

Section 1 Neither the Employer nor the Union will interfere with, restrain, or coerce any employee in the exercise by the employee of any right under the statute.

Section 2 The employer will afford the Union the opportunity to be represented at any formal discussion between one or more representatives of the employer and one or more employees or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment. The supervisor or manager will provide the appropriate Union representative reasonable advance notice of grievance discussions or formal meetings with employees.

Section 3

1. As required by 5 U.S.C. 7114 (a) (2) (B), the employer will afford the Union the opportunity to be represented at any examination of an Employee by a representative of the activity in connection with an investigation, if:

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

2. If the Employee requests representation no questioning may take place after the request until the Employee can consult with a union representative. The failure to obtain representation will not delay the investigatory examination by more than one (1) work day from the time the Employee requests representation.

Section 4 Prior to communicating directly in writing with the employees through surveys or questionnaires regarding conditions of employment, notice will be given to the Union in writing. Where notice and/or bargaining is appropriate, it will be accomplished as set forth in Article 4.

Section 5 The employer will notify the Union in writing in advance of initiating or discontinuing of such voluntary programs as fund drives, blood programs, and bond campaigns.

Section 6 The Union will be afforded an opportunity to make a presentation of up to ten minutes during New Employee Orientation. The presentations will serve to inform new employees and supervisors that Naval Hospital is a unionized environment and that employees in the bargaining unit have the right to negotiated grievance procedures and representation by a Union steward.

Section 7 Employee representatives of the Union may solicit on behalf of the Union during non-work time of the Employees involved. The Union may distribute literature to Employees during the non-work time of the representative and the Employees concerned provided the distribution complies with safety and security practices/regulations and does not cause a problem of litter or congestion. Solicitations and distributions may occur within and around the Naval Hospital.

Section 8 The Employer agrees to the following:

- a. That under section 7114 (2) (B) of the statute to ensure that Employees are annually notified of their “Weingarten Rights”.
- b. That the Employer shall not impose any restraint, coercion, discrimination,, retaliation, or interference against any union representative or Employee in the exercise of their rights under the act.
- c. The Employer agrees to assure designated union representatives access to regulatory issuances concerning civilian personnel maintained in the central files of the Human Resources Office.
- d. To notify the Union within 30 (thirty) days before any foreseeable reduction-in-force with the reason, effective date, Employees affected, and the right to bargain.
- e. To provide official time to Union officers and stewards who are officially listed with the MCAGCC Labor Relations Office.

Section 9 The Union agrees to:

- a. Designate a sufficient number of representatives, when possible, to perform representational functions without unnecessary interference to work accomplishment. The total number which will not exceed one (1) per shop/office or work unit. The President, Vice President, and Chief Stewards will not be included in the total number reached, since they are officials of the Union.
- b. Provide the Employer, through the MCAGCC Labor Relations Office, a complete Officer and Steward listing showing the names and location of all Union representatives and notify the Employer promptly of any changes.
- c. Assign the steward of officer closest to an Employee’s work site unless other conditions or circumstances exist that would preclude such an assignment. Some examples of these conditions/circumstances are; potential conflicts of interest, skills and abilities of the representatives, operational considerations, steward case loads and the unavailability of a closer representative.

Section 10 The Union shall be afforded the opportunity to be represented by membership on various committees, councils, quality management boards, process actions teams and similar types of boards or committees where issues effect the bargaining unit.

Article 6 – Employee Rights and Responsibilities

Section 1 Each Employee will have the right to form, join or assist any labor organization, or to refrain from such activity, freely and without fear of penalty or reprisal. Except as otherwise provided under 5 U.S.C. Chapter 71, such right includes the right:

- a. To act for a labor organization in the capacity of a representative and the right in that capacity to present the views of the labor organization to appropriate authorities, and
- b. To engage in collective bargaining with respect to conditions of employment.

Section 2

An Employee has the right to file a grievance without interference, coercion or reprisal.

- a. Employees shall have the right to Union representation when grieving under the negotiated grievance procedure, or the right to represent themselves. When filing a complaint or appeal under any system other than the negotiated grievance procedure, Employees shall have the right, accordance with applicable law, rule or regulation, to be represented by a representative of their own choosing.

Section 3 Nothing in this agreement, law or regulations requires an Employee to become or remain a member of any labor organization or to pay any money to the organization, except pursuant to a voluntary authorization by a member for payment of dues through payroll deduction.

Section 4 Employees shall be protected against reprisal for the disclosure of information not prohibited by law or executive order which the Employee reasonably believes evidences mismanagement, waste of funds, abuse of authority or a substantial and specific danger to the public health or safety.

Section 5 Employees may be released from work without charge to leave to seek the assistance of a Union representative, appropriate Civilian Personnel, EEO, and Employee Assistance Program staff regarding work-related matters of personal concern to the Employee. Release from work for such purpose is subject to the following requirements.

- a. The Employee must obtain approval of his or her supervisor prior to leaving the work area. The Employee's request, provided it is reasonable and appropriate, will be granted and will be delayed only to accommodate the legitimate work requirements of the organization.
 - a. The Employee will advise the supervisor of the approximate amount of time required for the purpose.
 - b.
- c. The Supervisor will not harass or intimidate an Employee seeking assistance
- d. The Employee will notify the supervisor when the meeting is concluded.

Section 6 Conversations between management representative and grievant (including the grievant's Union representative, in any) concerning the Employee's grievance will not be tape recorded without the consent of all parties. All parties to such tape recorded conversation will be provided a copy (upon request) of the tape recording (including a summary or transcript thereof, if any).

Section 7 Employees have the right to present their views to the Congress, the Executive Branch or other appropriate authorities without fear of reprisal.

Section 8 Subject to applicable law, rule, and regulation, Employees shall have the right to direct and/or fully pursue their private lives, personal welfare and personal beliefs without interference, coercion or discrimination by management, so long as such activities do not conflict with job responsibilities.

Article 7 – Official Time and Steward System

Section 1 Union Officers and Stewards of the local shall be designated by the Union. These designated officers and stewards shall be recognized as Employee representatives. Unless official time has been authorized by law or this NA and approved according to the procedures of this article, representational activity shall be performed on the non-duty time of the Employees involved.

Section 2 The President and Union Officials, if a member of the bargaining unit and otherwise in a duty status, will be entitled to a reasonable amount of official time to:

- a. Discuss and investigate specifically identified complaints of Employees with respect to matters covered by this NA.
- b. Prepare and present grievances under the negotiated grievance procedure.
- c. Prepare and present a reply to a proposed disciplinary or adverse action.
- d. Prepare, present or respond to grievances between the union and employer.
- e. Attend formal discussions as provided by 5 U.S.C. 7114 (2) (A) and 7106 (B) as provided by Executive Order 12871.
- f. Attend meetings arranged by management.
- g. Prepare and present Employee Merit Staffing Protection Board (MSBP), Equal Employment Opportunity (EEO), and Office Workman's Compensation Program (OWCP) appeals.
- h. Attend the examination of an Employee by a management representative if the examination is in connection with an investigation, if the Employee reasonably believes that the examination may result in disciplinary action against the Employee and if the Employee requests a Union representative.
- i. Prepare and present a grievance at an arbitration hearing.
- j. Prepare and present unfair labor practice cases concerning the union and management.
- k. To attend joint training in partnership, interest-based bargaining, and labor relations

Section 3 Only one Employee may be on official time to represent the union or Employees in the performance of a representational function at any given time except when:

- a. More than one representative has been expressly provided by this NA or invited by management to attend a meeting
- b. A grievance is being elevated from one step of the grievance procedure to another and it is necessary for the representative from the two steps to transfer and briefly discuss the grievance filed.

Section 4 official times will not be used by any Employee representative of the union to perform internal union business such as soliciting membership, campaigning for union office, or collecting dues. It is understood that before work, during breaks and lunch, and after work is considered non-duty status for both the Employee and representative.

Section 5 Employee representatives must seek and obtain the approval of their immediate supervisor before engaging in a representational activity on official time.

- a. The representative will advise the supervisor of the amount of official time needed, where the representative may be reached and indicate the reason for which official time is being requested. The representative is not required to divulge evidence going to the merits of the matter for which official time is being requested but must provide enough information to permit his or her supervisor to ascertain in the requested official time is reasonable and appropriate.
- b. The union representative must assure that such arrangements have been made before the representative leaves his or her job site. Upon entering a work area, other than his or her own, to meet with an Employee, the representative (regardless of his/her official time status) shall advise the immediate supervisor of his or her presence, the Employee to be contacted, and the estimated duration.
- c. To minimize the amount of official time used and Employee absences from assigned duties, contacts between and Employee and his or her representative during working time will normally take place at or near the vicinity of the Employees work place. The employer will arrange a suitable place for the Employee and the representative to meet that ensures privacy.
- d. The supervisor will grant such requests for official time if operational considerations permit and the requested official time is reasonable and appropriate. If the decision of the supervisor is unacceptable the Union may refer the matter to the employer's labor relations representative.
- e. The representative will return to duty promptly after completing his/her representational activities and advise the immediate supervisor of his/her return.

Section 6 An Employee's use of official time to carry out representational functions shall not influence his/her performance appraisal. Employee representatives who, having spent insufficient time in their official duties to be rated thereon, will not be provided and annual performance rating of record until such time as they shall have spent sufficient time in the performance of their official duties as to permit management to provide, consistent with applicable regulations, an annual performance appraisal. When in the above circumstances Employee representatives have not been given an annual performance appraisal, such Employees, as necessary for reduction-in-force purposes only, will be given presumptive rating of fully successful performance in accordance with applicable Reduction In Force (RIF) regulations.

Section 7 When training is provided that is of mutual concern, and attendance is of mutual benefit to the employer and the union, the employee will grand a excused absence of official time or administrative leave to attend such training. Requests for granting such excused absences will be made in writing.

Article 8 – Facilities and Services

Section 1 The Employer agrees to provide a confidential space for the Steward and Employee to meet and investigate a proposed grievance.

Section 2 Upon the advance request of the Union, and provided activity controlled space is available, the Employer will provide for meetings with Employees outside of the normal work hours of the Employees involved, or while the Employee is in a leave status. The Union is responsible for leaving any such space provided in a clean and secure condition and for abiding by all local rules regarding the use of such space or facilities.

Section 3 The Union and its representatives may use the guard mail service for regular representational communication (e.g. grievance correspondence or memos to management) with Union representatives, management, and the Employees involved.

Section 4

a. It is agreed that the Employer will provide the Union a copy of the directives listing and copies of instructions as requested by the Union.

b. Humans Resources Office will provide civilian personnel directives upon request.

Section 5 The Employer agrees to provide a space for a Union-provided bulletin board.

Section 6 The Employer agrees that Union representatives may use the Employer's existing telephones in their respective work areas, when necessary to perform their representational duties. The Union agrees that the employer's telephone shall be used only for local (i.e. not long distance or toll calls). Telephone calls shall be used for representational business only.

Section 7 The Employer agrees to print and distribute a copy of this NA to each Employee. The Union will furnish twenty (20) copies on the NA. All newly hired Employees will be provided a copy of the NA.

Section 8 Within one (1) month of the effective date of this agreement, and semi-annually on the anniversary date, the Employer agrees to furnish to the Union, for its internal use only, a current list of all bargaining unit members, containing the name, grade, position title and organizational location of the Employee. On a quarterly basis, the Employer will forward to the Union the names, classifications, location and dates of employment of all newly hired unit members (accessions), and unit members who have resigned or been terminated (separated).

Section 9 The Employer agrees that the Union representatives may be authorized to use their work section copy machines at reasonable times, to conduct representational business, when this equipment is not being used for normal business.

Article 9 – Records

Section 1 The Employees Official Personnel Folder (OPF) will be maintained in accordance with applicable law, rule or regulation.

Section 2

a. Employees, or their representative designated in writing, shall have reasonable access to examine any document in their OPF. An appointment will be made with the servicing Human Resource Office by the Employee or representative to facilitate such requests.

b. Upon reasonable request of the Employee or their representative, the activity will provide without cost to the Employee, a copy of any document in the OPF, not restricted by law or regulation. The Employee recognizes his or her responsibility to safeguard any copy so provided.

c. The term “Reasonable” as used in this section includes, but is not limited to, consideration of such matters as the timeliness of the request, the frequency of such request, the cost of copying and the quantity of documents requested.

Section 3 The OPF will be maintained as required by the Federal Personnel Manual (FPM). Upon review, any material not authorized to remain in the OPF will be removed and disposed of in a manner consistent with protecting the sensitivity of the material.

Section 4

a. Notes or diaries maintained by a supervisor with regard to his/her work unit or Employees are not official records, but are merely an extension of the supervisor’s memory.

b. Such notes or diaries, to the extent that they contain personal observations on individual Employees, must be maintained in a secure and private manner, and will not be disclosed to any unauthorized person. In those cases where an Employee ceases to be supervised by an individual, their personal notes of that Employee shall not be transferred to the Employee’s new supervisor.

c. Both the Employer and Union are entitled to see Supervisor’s notes if either side is permitted to introduce these notes into a Fair Hearing, Arbitration, EEO, or Appeal case.

Article 10 – Health, Safety, and Environment

Section 1 The Employer will maintain an Occupational Safety and Health program in accordance with applicable Safety, OSHA, and Health Regulations. The Union will encourage all Employees to work in a safe manner. The parties shall be governed by all applicable and health regulations.

Section 2

- a. Employees have a responsibility to correct promptly, if practical, and to report unsafe conditions to the appropriate supervisor. The supervisor will promptly take steps to correct conditions he/she finds to be unsafe and refer to the appropriate command authority. Employees will report all accidents to their supervisors at the time of the accident.
- b. Employees will report alleged unsafe conditions to their supervisor for corrective action. Such unsafe conditions will also be reported directly to the Safety Officer by the filing of a report of Unsafe/Unhealthful working conditions.
- c. Nothing in this article preclude either the Union or unit Employee from filing a grievance over unhealthful or unsafe working conditions.
- d. No Employee will be subject to restraint, interference, coercion, discrimination or reprisal for filing a report of hazardous working conditions, or for participating in another authorized activity under the Navy's Occupational Safety and Health Program.

Section 3 The term "Imminent Danger" applies to conditions or practices in any workplace which pose a danger that could reasonably be expected to cause death or severe physical harm immediately or before the imminence of such danger can be eliminated through normal procedures. When an Employee during the course of performing his or her official duties reasonably believes he or she is exposed to a health or safety hazard that presents an imminent danger, he or she shall cease the activity, and notify the supervisor, and if so desiring, the Employer's safety Officer. The supervisor will evaluate the situation consulting appropriated safety personnel if necessary, and make a decision as to whether work may proceed. If the Employee is not satisfied that the imminent danger is sufficiently eliminated, he or she will notify the supervisor. The supervisor will immediately notify the appropriated Safety Officer, and assign the Employee to other duties, if appropriate. Thereafter, if the Safety Officer determines that imminent danger exists **and** has been corrected, the Employee will return to work.

Section 4 Employees may be provided necessary on-the-job training on safety, including instructions on applicable safety rules and regulations. All Employees will comply with the applicable safety rules and regulations.

Section 5 The Employer will furnish necessary protective clothing and equipment to Employees performing official duties that require protective measures. The Employer will provide storage space for protective clothing and equipment assigned to Employees. Employees will use the safety equipment, personal protective equipment and other devices and procedures provided or directed by the Employer. Employees will take reasonable care of, and maintain safety and protective equipment.

Section 6 When the Employer determines that a dangerous or potentially dangerous condition is present at a particular work site, Employees at the work site will be notified immediately so that precautionary steps may be taken. If necessary, Employees will be evacuated to a safe area until the hazards have been corrected. The Employer will post a notice of hazardous conditions discovered in a work site a required by applicable safety regulations. The notice will be posted at or near the location of the hazard and shall remain posted until the cited condition has been corrected.

Section 7 The parties recognize that temperature conditions in and around work areas can have a direct bearing on Employee's health. If a unit Employee observes temperature extremes of either hot or cold which could jeopardize Employee health, it must be reported to the appropriate supervisor immediately for corrective action. If the temperature condition is beyond the control of the supervisor or is not satisfactory corrected, the matter will be referred to the Safety Officer under established instructions for reporting unsafe or unhealthful working conditions.

Section 8

- a. The term "Inspection" means a comprehensive survey of all or part of a workplace to detect safety and health hazards. Inspections are normally performed during regular work hours except as special circumstances may require. Inspections do not include routine day-to-day visits by agency occupational safety and health personnel or routine surveillance of occupational health conditions.
- b. A Union representative will be allowed to accompany the inspector during the periodic physical inspection of Employee work areas, as well as the official who conducts an inspection in response to a report by any Employee or the Union of any unsafe or unhealthful condition. A Union representative will also be allowed to accompany an OSHA Inspector during his or her inspection of Employee work areas, provided the inspector does not object, including debriefing. Union representatives accompanying such inspectors will be on official time, if in a duty status. If the inspection runs over the Employees regular time, the Employee will be paid for the time.

Section 9

- a. The Employer will provide for emergency diagnosis and treatment of injuries or illness of Employees that occur during working hours.
- b. Special health examinations for specific categories of Employees whose work environment presents peculiar health hazards will be provided by the Employer in accordance with agency regulations.

Article 11 – Job-Related Disability Compensation

Section 1 Counseling of Employees. When a supervisor becomes aware that an Employee under his or her supervision has suffered a disabling industrial illness or traumatic injury, the supervisor or other management representative will, in accordance with FPM 810 and other applicable regulations or directives:

- a. Authorize medical care for the Employee
- b. Provide the Employee with form CA-1 or CA-2 and, upon request, explain how the form is to be filled out.
- c. Advise the Employee of his or her right to elect continuation of regular pay or to use annual or sick leave, provided the Employee has sustained a job related traumatic injury that renders the Employee incapable of performing assigned duties and the Employee is otherwise entitled to receive continuation of pay (COP), and
- d. Ensure that any claim for benefits submitted by the Employee are forwarded promptly to the Office of Worker's Compensation Program (OWCP) of the Department of Labor.

Section 2 Continuation of Pay and Light Duty Assignments.

- a. An Employee who sustains a disabling job-related traumatic injury as defined in FPM 810 is entitled to COP for a period not to exceed 45 calendar days from the onset of the Employee's disability, provided the Employee is otherwise eligible to receive COP under applicable law, rules and regulations.
- b. If the Employer's treating physician indicates that the Employee is capable of performing light duty work, the employer may direct the Employee to work a light duty assignment that is within the physical capability of the Employee indicated by the treating physician. Depending on OWCP's determination as to the propriety of the light duty assignment, and the Employee who refuses to work a light duty assignment may be ineligible to receive COP, liable for any overpayments received, and/or subject to other actions.

Article 12 – Absence and Leave

Section 1 Employees will earn leave in accordance with applicable law and OPM regulations. Leave charges will be in increments of 30 minutes.

Section 2 Annual Leave

- a. The use of annual leave is a right of the Employee; however, management is responsible for determining when annual leave may be taken and for scheduling it on an equitable basis. Management has the right to cancel or modify the leave requested provided management discusses it with the Employee. Cancellation of approved leave normally needs to be based on the necessity for the Employee's services. Leave must not be canceled for arbitrary or capricious reasons. Cancellation of leave is not disciplinary in character and must not be used as a punitive measure.
- b. Employees may request annual leave at any time during the calendar year. Such requests will be submitted in advance. An SF-71 will be used to document the leave request. Requests for annual leave under this subsection will be considered and acted on in the order that they are received with preference going to the individual who first made the request.
- c. Management will make every reasonable effort to grant requests from Employees for at least eighty consecutive hours of annual leave every year. This provision is not intended to prohibit any Employee from submitting a request for more than eighty consecutive hours of annual leave.
- d. Approved annual leave, standing alone, will not be the basis for disciplinary actions.
- e. Employees may donate and/or receive donated annual leave consistent with applicable leave sharing regulations.
- f. If leave is denied, the Employee's leave paper will be annotated and a copy will be provided to the Employee.
- g. Employee requests for advance of annual leave will be processed in accordance with applicable regulations. Request for advances of annual leave, up to the amount that would be earned during the remainder of the leave year, will be approved; unless there is just cause for disapproval (e.g. reasonable belief the Employee will leave (or be removed) from his or her employment during the leave year).
- h. Tardiness of up to 59 minutes, regardless of cause, may at the discretion of the supervisor, be excused.

Section 3 Emergency Leave

- a. An Employee who is unable to report to duty due to emergency of unforeseen circumstances is responsible for notifying his or her supervisor as soon as possible. Shift workers must make every reasonable effort to cause their supervisor to be notified as far in advance or the start of their scheduled shift as possible. Other Employees will cause their supervisor to be notified no later than two hours after the beginning of his or her scheduled starting time at work. Such notification will include the Employee's name, reason for absence, and estimated duration of absence. Any absence beyond the estimated duration will also be reported. (Notification by FAX is not acceptable).
- b. The leave approving official may approve or disapprove the request at the time of the initial notification. Alternatively, the leave approving official may acknowledge the notice, and defer the approval or disapproval of the requested leave until the Employee returns to work.
- c. When required by the approving official, Employees requesting annual leave for emergency or unforeseen reasons will submit such requests upon their return work (an SF-71 will be used for this purpose when required by the leave approving official). Annual leave for emergency reasons will be approved, if available, if the Employee satisfies the leave approving official that the basis for the request is valid and that the Employee could not reasonable be expected to report for duty. Notification of supervisors by FAX does not satisfy the requirements of this article.

Section 4 Sick Leave

1. Sick leave is an earned benefit. Sick leave can be used for such appropriate absences as when an Employee:
 - a. receives medical, dental, or optical examinations or treatment.
 - b. Is incapacitated for the performance of duties by physical or mental illness; injury; pregnancy, or childbirth
 - c. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease;And, under the Family Friendly Leave Act (FFLA) of 2 December 1994 (5CFR 630),
 - d. Provide care for a family member as a result of physical or mental illness; injury; pregnancy, childbirth, or medical, or optical examination or treatment;

e. makes arrangements necessitated by the death of a family member or attends the funeral of a family member.

Under (d) and (e) above: Family members can mean spouse, spouse's parents; children, and their spouses; parents; brothers and sisters and their spouses; and any individual related by blood or affinity whose close association with the Employee is the equivalent of a family relationship. Use of sick leave is limited under the FFLA as follows. All full-time Employees can use 40 hours per leave year. An additional 64 hours can be used, per leave year, if the use of that leave does not cause the amount of sick leave to the Employee's credit to fall below 80 hours. Evidence needed to support these absences is the same as needed to support an Employee's own sick leave. All other provisions of the FFLA apply.

2. An Employee unable to report for work due to illness or injury:

a. Shall notify and obtain approval for the absence from their supervisor or 2nd line supervisor if the 1st line supervisor is unavailable, on each day of absence, at least ½ half hour prior to the beginning of their scheduled work shift. The requirement for daily notice may be waived at the supervisor's discretion, based upon the nature of the illness or injury.

3. It is agreed not to require a Medical Certificate to support a request for sick leave for three (3) workdays or less, except a certificate may be required in individual cases, if there is substantial reason to believe the Employee is abusing sick leave privileges. In such cases, the Employee should first be advised that because of a questionable sick leave records, a Medical Certificate may be required for each subsequent absence on sick leave. The attendance records of the Employees required to submit a Medical Certificate for such absence on sick leave should be reviewed annually and the requirement withdrawn if warranted. The individual authorized to approve leave must ascertain, in each individual case, whether the circumstances justify approval of the sick leave request. When sick leave, which has been requested in writing, is disapproved, the Employee will be notified promptly, in writing, of the disapproval.

4. Employees who become ill after reporting for duty, may be placed on sick leave. In the event of a dispute between the Supervisor and the Employee as to the physical fitness of the Employee to work, the Employee will be required to report the Medical Officer for examination. If the Medical Officer recommends that the Employee be sent home, the Employee will be granted appropriate leave for the duration of the illness.

5. An Employee will not be placed on sick leave, without the Employee's consent, unless the Employee is determined to be unable to perform normal duties of the assigned position, based on a medical determination of the Medical Officer.

Section 5 Family Medical Leave Act (FMLA), Public Law 103-3:

The FMLA provides covered Federal Employees entitlement to up to 12 weeks of unpaid leave for certain family and medical needs, during any 12-month period. Employees on temporary appointments of 1 year or less are excluded from the Act.

Under the FMLA, leave may be taken for:

- a. birth of a child and care of child
- b. placement of child with Employee for adoption or foster care
- c. care of spouse, son, daughter, or parent of the Employee who has a serious health condition, or
- d. a serious health condition of the Employee that makes the Employee unable to perform the essential functions of his/her position.

The employee must provide notice of his/her intent to take family and medical leave not less than 30 days before leave is to begin, or as soon as it is practicable. An Employee may substitute paid leave for all or part of the period authorized under the FMLA, in accordance with the Act. Medical certification is required in accordance with the Act and any implementing instructions. All other provisions of the FMLA apply.

Leave for adoption purposes:

Leave for adoption purposes will be granted in accordance with law and regulation.

Section 6 Court Leave

1. Any Employee selected for Jury Duty, will apprise his/her Supervisor of that fact. The Employer will grant Court Leave without charge to Annual Leave or loss of pay, consistent with work load/staffing requirements, provided the Employee submits a true copy of the Summons for Jury Service/other approved court service to the Employer, as soon as possible prior to the beginning date of the service.
2. Court Leave shall only cover the time that an Employee is actually required by the court to be present for approval court services and for reasonable travel time. Verification by the court of time actually spent in such service is required.

Section 7 Registration and Voting

1. When the polls are not open at least three hours either before or after an Employee's regular hours of work, he or she may be granted an amount of administrative excused time to vote which will permit the Employee to report for work three hours after the polls open or to leave work three hours before the polls close, whichever requires the lesser amount of time off. An Employee whose residence is beyond the normal commuting distance and in a location where absentee ballots are not permitted may be excused, not to exceed one day, for the necessary trip.

Section 8 Leave of Absence: Union Officials

1. Any Employee who is a Union Official may request LWOP for up to one year to serve with the Union. Requests will be approved contingent upon the activity being able to reasonably provide for the Employee's work being accomplished. Requests for extension of LWOP for more than one year will be granted under the same conditions.
2. Upon return to duty after a period of LWOP, the Employee will be trained as necessary. The activity will return the Employee to the position which he or she held prior to the leave or to a similar position at the same grade and pay, provided such a position is still available. If the position does not exist, the Employee will be placed in accordance with applicable regulations.
3. Request for Annual Leave or LWOP by Union Officials and members elected or designated by the Council/Local Union as delegates to conventions, caucuses, council meetings, district meetings, etc. will be approved or disapproved consistent with the work needs of the activity.

Section 9 Administrative Leave

1. The Employer and the Union agree that the authority vested in the Employer to grant administrative EXUSAL, shall be exercised with due consideration of the need of the Employer and the welfare of the Employees. Appropriate rules and regulations (5 U.S.C. 630).

Article 13 – Hours of Work and Basic Workweek

Section 1 The Parties agree that work schedules will be fixed to the needs of the Employer. The routine administrative workweek will be the calendar week of Sunday through Saturday, within which the basic workweek is included. The routine workweek shall normally consist of 40 hours scheduled on five (5) eight (8) hour days, Monday through Friday when possible.

Section 2 Whenever changes are required in the Employees work schedule the Employer agrees to notify the Employee at least seven (7) days in advance of the change when such notifications would not seriously handicap the Employer from carrying out its function or substantially increase cost.

Section 3 One meal period of thirty (30) minutes duration will be allowed during each eight and one-half (8 1.5) hour shift. Employees will be allowed one fifteen (15) minute rest break during each four half of the scheduled work shift.

Section 4 When an Employee's holiday falls on their regular scheduled day off, they will receive the day before or after their holiday.

Article 14 – Overtime Work and Compensation

Section 1 Definition

Overtime will be that work defined by law and regulation of appropriate authorities as overtime work, defined in 5 CFR, part 550 and 551.

Section 2 Assignments

The supervisor determines when overtime work is required and makes assignments of that work to Employees under his/her supervision.

Section 3 Notification

Management will normally notify the Employees of planned overtime assignments at least forty eight (48) hours in advance of an overtime requirement. If an overtime situation exists which precludes the normal notification, the supervisor will notify the Employees when he or she makes the determination with as much prior notification as possible.

Section 4 Distribution

- a. When overtime is required and familiarity with the project or special skills are required for continuity or efficiency, Employees normally assigned to the duties will perform the overtime work.
- b. When special skill or familiarity with the project are not required for the performance of an overtime assignment, supervisors will solicit volunteers for such overtime assignments by announcing the particulars of the overtime assignment to the Employees in the needed job category who are on duty at the time. If more Employees volunteer than are needed the supervisor shall review the voluntary overtime assignments, the supervisor shall go to the mandatory roster and assign the overtime to the Employee (or Employees) beginning with the Employee immediately below the last person on the mandatory overtime roster to have worked a mandatory overtime assignment.

Section 5 On Call

1. Standby duty is defined in 5 C.F.R. Section 551.431 which means:

a. An Employee will be considered on duty and time spent on standby duty shall be considered hours of work if:

(1) The Employee is restricted to the agency's premises, or so close thereto that the Employee cannot use the time effectively for his or her purposes, or

(2) The Employee, although not restricted to the agency's premises:

(a) Is restricted to his or her living quarters or designated post of duty,

(b) Has her or her activities substantially limited, and

(c) Is required to remain in a state of readiness to perform work.

b. An Employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if

(1) The Employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the Employee is required to remain within a reasonable call-back radius, or

(2) The Employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

The regulation distinguishes between off-duty Employees who are on standby status and those who are on-call. Standby Employees are entitled to compensation , on-call Employees are not.

Article 15 – Training and Employees Development

Section 1 Employees training and development programs are designed to assure maximum efficiency of Employees in the performance of their official duties and to encourage Employee self-development to become more proficient in his or her line of work or to qualify for promotion. The objectives of these programs are to:

- a. Aid Employees in improving their performance in their current positions
- b. Provide opportunities for upward mobility and career development.

Section 2 The parties recognize that each Employee is responsible for applying reasonable effort, time and initiative in developing their potential value through self-development opportunities related to their official duties or the career goals. The parties agree to encourage Employees to take advantage of training and educational opportunities which will maintain and increase individual proficiency and efficiency. The employer will compile and distribute training courses available to all Employees, which will include information on local government-sponsored training classes that will be offered during the Fiscal year.

Section 3 Nomination for and selection of Employees for training will be based on the needs of the activity without regard to race, color, religion, sex, age, national origin, handicap, or other non-merit factor.

1. Employees who have submitted a written request for job-related training will be notified of their selection or non-selection and provided the reasons for non-selection.
2. When training is given primarily to prepare Employees for advancement and the training is required for promotion, competitive procedures will be followed in selecting the person(s) to receive such training.

Section 4 Training expenses will be paid by the employer for off-site training in accordance with applicable regulations when the following conditions have been met:

1. Advance approval and funding authorization are obtained by Employee.
2. The training is job-related and is not met by on-site training offered by the employer.
3. Funds are available to pay for the training.

Section 5 Any training authorized by the employer will be documented in the Employee's official record of training. Upon request of the Employee, work related training completed at the Employee's own time and expense will be documented in the Employee's official record and personnel file.

Article 16 – Details and Temporary Promotions

Section 1 A detail is a temporary assignment of an Employee to a different position (or set of duties) for a specified period, with the Employee normally returning to his or her regular duties at the end of the detail.

Section 2 Employees may be detailed to a different position at the same grade level, a higher grade level, or a lower grade level, or to a set of duties which have not been classified. OPM and agency directives and the negotiated agreement shall apply to detail assignments.

Section 3 Details of more than 30 consecutive days to a position of a different title, series, and grade must be documented, and recorded in the permanent portion of the Employee's Official Personnel Folder (OPF). Details of less than 30 days will be documented by the supervisor and provided to the Employee. The Employee may submit an SF-172, amendment to personal qualifications, statement, to be included in their OPF.

Section 4 When it is known in advance that a temporary assignment of a unit Employee to a position within the unit classified at a higher grade will extend for more than 30 days, the Employee, shall be temporarily promoted, if qualified, for the period of the assignment. If during the course of an Employee's detail to a higher graded position, it becomes apparent that the temporary requirement to fill the position will extend beyond 30 days, management will determine whether to terminate the detail and fill the position through other means or to allow the detailed Employee to continue in the assignment. If it is decided that the detailed Employee should continue in the position, he or she will be temporarily promoted effective on the 31st day of the assignment.

Section 5 Temporary promotions in excess of 120 days shall be made under competitive merit staffing procedures. Prior service under all temporary promotions or details to higher graded positions within the preceding 12 months is included in the determination of the 120 day limitation. Details to higher graded positions and temporary promotions of 120 days or less need not be filed through competitive procedures. Noncompetitive details and temporary promotions will be assigned fairly and equitably.

Article 17 Equal Employment Opportunity

Section 1 Policy The Employer and the Union agree that discrimination in employment because of race, color, religion, sex, national origin, age, and/or disability, as these items are defined by appropriated law and regulations, is prohibited. Sexual harassment is also a form of discrimination and the employer and the local agree that all personnel will work toward its prevention. Both parties agree to promote the full realization of Equal Employment Opportunity.

Section 2 The Union will be represented in the MCAGCC Cultural Awareness Council (CAC) by the designation of one (1) primary member and one (1) alternate member. The Council is an integral part of the EEO program in accomplishing Equal Employment Opportunity. The primary focus of the council is to develop and plan observances and activities at the installation level. The observances are designed to increase awareness, mutual respect and understanding to the ethnic, cultural and gender diversity issues in the work force.

Section 3 Complaints

1. Any Employee who seeks advice, wishes to file, or has filed an EEO complaint shall be free from coercion, interference, dissuasion, or reprisal due to the complaint.
2. Employees seeking assistance will be advised concerning the procedures involved in processing an EEO complaint.
3. An Employee's representative who has been designated in writing in an EEO complaint will have the same access to information as the complainant.
4. Pursuant to the statute, an aggrieved Employee who alleges discrimination, may at his or her option, raise the matter under a statutory procedure or the negotiated grievance procedure, but not both. The Employee shall be deemed to have exercised his or her option when, on or after the effective date of the appealable action, the Employee timely pursues a formal written EEO complaint, or initiates a notice of MSPB appeal under the statutory procedures, or pursues a written grievance in accordance with article 21, whichever event occurs first.
5. Selection of the negotiated grievance procedure in no manner prejudices the right of the aggrieved Employee to request, as appropriate, the MSBP, or EEOC, to review the final decision in the case of any personnel action that could have been appealed to the MSBP or the EEOC. For the purpose of seeking review by the MSBP or the EEOC, the decision of the activity head in the negotiated grievance procedure will be considered the final decision, in the absence of the timely invocation of arbitration. Nothing in this agreement shall constitute a waiver of any further appeal or review rights permissible under the statute.
6. Persons who allege discrimination or who participate in the investigation and/or presentation of such complaints will be free from restraint, interference, coercion, discrimination, or reprisal.
7. At installations where an Alternative Dispute Resolution (ADR) program is available, an Employee alleging discrimination may volunteer to participate in ADR as a means of resolving the discrimination complaint without resort to either the Negotiated Grievance Procedure (NGP) or EEO statutory appeal procedure. Participation in ADR shall not preclude subsequent resort to the NGP or EEO statutory procedure, provided that such grievance is initiated within 15 days after receipt of a right to file a formal complaint following the conclusion of the ADR process.

Section 4 The employer agrees to notify all Employees of its policy of equal employment opportunity and sexual harassment through a presentation as part of new Employee orientation, and through its published policy statement.

Section 5 EEO Counselors

1. EEO Counselors, properly trained in accordance with appropriate regulations, will be made available and accessible to Employees on duty time if in a duty status.
2. EEO Counselor information will be posted in conspicuous locations at the activity.

Article 18

Section 1 Purpose Activities shall establish and maintain a performance appraisal system as provided by, and consistent with agency regulations. The performance appraisal system will provide for evaluating Employee performance based on objective criteria related to the Employee's position, while enhancing the efficiency of hospital operations. It is understood that the results of performance appraisals may be used as a basis for other personnel management actions including within-grade increases, training, promotions, rewards, reassignments, reductions-in-grade, retention, and removal of Employees.

Section 2 Definitions These definitions shall be interpreted so as to be consistent with law and applicable regulations. For the purpose of this article the following definitions will apply.

Appraisal: The act or process of reviewing and evaluating the performance of an Employee against the established performance standard(s) for the Employee's position.

Appraisal Period: The period of time for which an Employee's performance will be reviewed. The minimum appraisal period is 90 days. As further provided in this article, each activity shall establish at least one, but no more than two, fixed, annual appraisal periods.

Close-Out Rating: A written "summary rating," as defined below, conducted when an Employee or supervisor leaves a position after the Employee has been under established performance standards for 90 days or more. Close-out ratings are interim appraisals and will be considered when preparing for rating of records. Close-out ratings are not grievable except to the extent they have been incorporated in or from the basis for a rating of record.

Critical Element: A component of a position consisting of one or more duties and responsibilities which contributes toward accomplishing organizational goals and objectives and which is of such importance that unacceptable performance of the element would result in unacceptable performance in the position.

Performance Award: A one-time cash payment to an #Employee based on the Employee's annual rating of record. There are other types of awards that are not necessarily performance based.

Performance Standard: A statement of expectations or requirements established by management for a critical element at a particular rating level. A performance standard may include, but is not limited to, factors such as quality, quantity, timeliness, and manner for performance.

Progress Review: A review of the Employee's progress toward achieving the performance standard(s) and is not in itself a rating.

Rating of Record: The annual summary rating required at the time specified by the activity unless a special rating is conducted to support a Within-Grade Increase (WGI) determination as required by applicable regulations, in which case the special WGI rating becomes the rating of record. The rating of record is the official rating for pay, performance award, and retention purposes.

Summary Rating: The overall rating assigned when conducting a close-out rating or a rating of record.

Section 3 Program Requirements and Procedures

1. Appraisal Period(s)

a. The Employer and the Union agree that the annual appraisal period will be : 01 July through 30 June.

2. Establishment/modification of performance elements and performance standards.

b. Employees will be given the opportunity to participate in the establishment/modification of their performance standards and elements.

(1) Before establishing any new or revising existing performance elements or standards, supervisors will so inform affected Employees and provide them with a copy of the changes being contemplated.

(2) Employees shall be offered a reasonable opportunity to review the proposed change(s) and to submit their views either orally or in writing to the supervisor. Supervisors shall consider the views and opinions submitted by the Employees.

(3) Employees shall be given a copy of the new or revised performance standards/elements. Any new or revised performance standards/element shall not be applied to affected Employees unless or until the Employee has received a copy of the new or revised performance standard/elements. Employees may not be rated on the new or revised standards/elements, i.e., given a rating of record using the new or revised standards/elements, sooner than 90 days after coming under such new or revised standards/elements.

c. Employees may request at anytime that their performance standards/elements be modified. Supervisors shall consider any such request and, if the supervisor agrees that such a request has merit, he or she shall follow the procedures in subsection (2A) and (2B) in affecting any revision of performance standards/elements. Employees may not grieve the rejection of any such request.

d. Employees on extended temporary assignments/appointments of over 120 days will have elements and standards established for that assignment/appointment. In establishing or modifying such performance standards/elements, supervisors shall follow the procedures in subsection (2A) and (2B) above. Employees will be given a close-out appraisal at the conclusion of such temporary assignments.

3. Annual Appraisals

a. Employees will receive a summary rating at the end of the annual appraisal cycle. This rating may be delayed as necessary to permit the Employee to complete at least 90 days under the applicable performance standards/elements. In rating Employees, management must take into consideration any interim appraisals of the Employee during the appraisal period. This annual summary rating is the Employee's "rating of record," unless a special rating is conducted to support a within-grade increase determination as required by applicable regulations.

b. Employees shall be given a copy of their summary rating within 90 days of the end of their appraisal period. If an Employee is dissatisfied with the rating received, he or she may grieve the rating received under the negotiated procedures of article 21.

4. Progress Review

a. Supervisors will hold at least one progress review with each Employee to discuss performance. This will normally occur midway through the appraisal period.

b. At any time an Employee's performance falls below the fully successful performance level for any critical element, a special progress review will be held to advise the Employee of the deficiencies in his or her performance. A written summary will be prepared to identify what steps must be taken, which may include training, to improve performance. The Employee will be provided a copy of the summary and if not already so provided, a copy of the performance standard for "minimally successful" performance.

c. At any time an Employee's performance falls below the minimally successful performance level for any critical element, the procedures in subsection 5 below apply.

5. Unacceptable Performance

This section does not apply to temporary Employees, reemployed Employees, reemployed annuitants, Employees serving a probationary or trial period, or Employees who have not completed one year of current continuous employment under other than temporary appointment limited to one year or less.

a. At any time an Employee's performance in any critical element falls below the minimally successful level, the supervisor must inform the Employee in writing. Such written will include each critical element and performance standard where performance is below the minimally successful level, indicate how performance must be improved (including any provisions for training, setting short-term job assignments and specific goals, regularly scheduled supervisory counseling, etc.) and give the Employee a reasonable amount of time, commensurate with the Employee's duties and responsibilities, to meet at least the minimally successful performance level.

b. The annual rating will be deferred for an Employee during the period established a the opportunity to improve unacceptable performance.

c. If performance has not sufficiently improved by the end of the period established for improvement, the Employee, consistent with applicable procedures, may be reassigned, reduced in grade, or removed from his/her position.

Section 4 Removal/Reduction in Grade base on Unacceptable Performance

1. Employees not excluded by section 3,(5) whose reduction in grade or removal is proposed are entitled to:

a. 30 days advance written notice of proposed action which identifies:

(1) Specific instances of unacceptable performance on which the proposed is based and the critical element(s) involved:

(2) That the Employee is allowed fifteen (15) days to respond orally and/or in writing and to whom to make the response:

(3) Representation Rights.

(a) The activity may extend the notice period for up to 30 days provided the Employee or his or her representative requests the extension and outline the reasons therefore in writing.

(4) A written decision which must be made within 30 days after the expiration of the notice period.

b. When an action is effected under this section, all documentation relied upon to effect the action will be available for review by the Employee and the Employee's representative, and a copy will be provided upon request.

Article 19 – Reduction In Force

Section 1 All reduction in force action will be carried out in compliance with applicable laws, regulations, and this negotiated agreement.

Section 2 Whenever the Employer has determined to initiate a RIF, takes any action which results in a RIF or reorganization of any Employee(s) in the bargaining unit shall notify the Local Union. Such notices shall be given at least 90 days in advance of the RIF unless the activity has not officially determined that far in advance to conduct a RIF. The notification shall include the approximate effective date of the RIF, the approximate number of positions that shall be abolished, and the reason for the RIF. The Employer/activity agrees to furnish the Local Union, all information pertinent to the cause of the RIF or reduction in grade or pay or reorganization in accordance with laws governing public information and existing rules and regulations.

Section 3 The Employer will consider placing Employees in existing vacant positions within the Employee's competitive area, provided the Employee is qualified for the position and would otherwise be removed, or reduced in grade as a result of the RIF. To the extent permitted by applicable regulations, the employer shall consider waiving qualification requirements in assigning Employees to vacant positions, if, in the opinion of the Employer, the Employee has the capacity, adaptability, and special skills required for the position and the Employee meets the minimum education requirement for the position, if any.

Section 4 The Employer agrees, in accordance with applicable regulations, to provide affected Employees with at least 30 days specific advance written notice before releasing them from their competitive level.

Section 5 Employees who have received specific notice of separation will be counseled concerning their rights under:

1. The priority placement program
2. The reemployment priority list
3. The displaced Employee program

Eligible Employees will be registered in these programs and will be referred, in accordance with provisions of each program, for placement in temporary and permanent positions for which they qualify. Acceptance of temporary employment will not affect an Employee's right to be offered permanent employment. Furthermore, activities shall counsel those Employees who have received a specific notice of change to lower grade or their rights under the priority placement program and shall register all eligible Employees in the program.

Section 6 The Employer will make a reasonable effort to find employment in other Federal agencies within the commuting area for those Employees separated in a RIF. The Employer shall also inform Employees that are being separated regarding the services of State employment agencies.

Section 7 Employees is receipt of a RIF notice shall have a right of review pertinent retention registers and applicable RIF regulations. In viewing these documents, the Employee shall have the right to be accompanied by a representative of the Local Union, and both persons shall be afforded official time for this purpose, if in a duty status.

Section 8 Grade and pay retention for eligible Employees will be that prescribed by applicable law and regulation.

Section 9 Separated Employees will be paid severance pay in accordance with applicable law and regulation.

Section 10 Any Employee adversely affected by a RIF shall have the right to initiate a grievance under the negotiated grievance procedure concerning whether the action taken with respect to the Employee violated the provisions of this article, applicable law, or regulation.

Section 11 Activities shall maintain RIF records for at least two years from the date of the specific RIF notice to Employees.

Article 20 Disciplinary and Adverse Action

Section 1 The Employer and the Local Union recognize that the Public interest requires maintenance of efficient operations through high standards of Employee performance and conduct and impartial enforcement of laws, rules and regulations, and that discipline is a managerial tool intended to correct deficiencies in Employee behavior. Disciplinary and adverse action will be timely and taken against an Employee only for just cause as will promote the efficiency of the service.

Section 2 In keeping with the concept of progressive discipline, actions imposed should be the minimum in the judgment of the disciplining official, that can reasonably be expected to correct and improve Employee behavior and maintain discipline and morale among other Employees. All circumstances being the same in an activity disciplinary or adverse action cases the concept of like remedies for like offenses will be applied. This provision shall not prevent the Employer from taking any appropriate action but shall require a reasonable basis when there is deviation from the concept of progressive discipline.

Section 3 An Employee who is to be questioned in connection with an investigation may request representation by the Local Union at any time he or she reasonably believes that disciplinary action may result. If the Employee requests representation, no questioning will take place until the Local Union has been given a reasonably opportunity to be present. A copy of any written statements made by an Employee will be provided to the Employee or his or her designated representative. Supervisors, Employees, Union representatives, and others involved in an investigation will not disclose any information gained through such investigations except in the performance of their official duties.

Section 4 Disciplinary actions are: Letters of reprimand and suspensions of 14 days or less under subchapter 1, 5 CFR, Part 752. (Letter of caution admonishment and/or requirement are not disciplinary actions and are not filed in the official personnel folder.) Such actions taken against an Employee must be timely and supported by just cause and are grievable by the Employee negotiated grievance procedure. Procedures for effecting disciplinary actions are as follows:

1. LETTERS OF REPRIMAND. A letter of reprimand will state the reasons for its issuance and inform the Employee of the right to grieve under the negotiated grievance procedure. A letter of reprimand will remain in the Employees official personnel folder for a period of one year/not to exceed two years unless removed earlier as a result of a grievance or arbitration decision.

2. SUSPENSION OF 14 DAYS OR LESS

a. An Employee will be given a written notice stating the specific reason(s) for the proposed action. The Employee will be given 10 days to present an oral and/or written reply to the proposal. The Employee will be given a copy of the material, if any, relied on to support the reasons given in the notice.

b. An Employee who has been issued an advance written notice of suspension may request an extension of time in which to reply to the notice. The official designated to receive any reply will make a decision on such a request.

c. Normally, an Employee will be given a written decision within 10 days, after the expiration of the time allowed for the Employee's response. The decision notice will advise the Employee of the specific reasons for the decision and of the right to grieve the action under the negotiated grievance procedures.

Section 5 Adverse Action Adverse Action as included in Subchapter 11, 5 C.F.R., Part 752 are as follows:

Removals

Suspensions of more than 14 days

Reduction in grade or pay

Furloughs of 30 days or less

Actions based solely on unacceptable performance are addressed in Article 18

Adverse actions shall be taken for such cause as will promote the efficiency of the service.

Adverse actions will be effected in accordance with applicable regulations and according to the following procedure:

1. An Employee shall be given at least 30 days advance written notice of Adverse Action, except in those cases where there is reasonable cause to believe the Employee has committed a crime for which imprisonment may be imposed.
2. The Employee will be given at least 15 days to present any oral and/or written reply:
3. A copy of all material relied upon to support the reasons given in the notice will be provided to the Employee and his or her designated representative.
4. An Employee who has been issued an advance written notice of adverse action may request an extension of time in which to reply to the notice. The official designated to receive the reply will make a decision on such a request.
5. The Employee will be issued a written notice of final decision within 15 days after the expiration of the time allowed for the Employee's response.
6. A written decision will inform the Employee that he or she has the right to appeal to the Merit Systems Protection Board (MSPB), or to file a grievance under the negotiated grievance procedures, but not both.

Section 6 If a disciplinary or adverse action is taken and later found by the Employer to be unwarranted, all records will be corrected as follows:

1. Letter of Reprimand: Will be removed from the Official Personnel folder and given to the Employee.
2. Suspension or Removal: Notification of personal action (SF-50) will be corrected in the Official Personnel folder and documentation provided to the Employee.

Section 7 The provisions of Section 5 of this Article shall not apply with respect to the following (unless a procedure error is found):

1. Employees serving a probationary or trial period
2. Employees serving on a Temporary appointment limited to 1 year or less
3. Reemployed annuitants
4. Non-preference eligibles serving in the excepted service
5. A preference eligible in the expected service who has not completed one year of current continuous service in the same or similar positions
6. The termination of an Employee's temporary promotion.

Article 21 Grievance Procedures

Section 1 Except as provided in Section 2, this shall be the exclusive procedure available to the parties, and Employees to resolve grievances, over any matter involving the interpretation or application of this negotiated agreement, supplemental agreements, MOU's, (unless otherwise agreed upon by management and the Local Union), or any matter involving the application of rules, regulations, personnel policies, practices, and other matters affecting working conditions.

Section 2 Complaints concerning the following matter may not be raised under the negotiated grievance procedure:

- a. Retirement, life insurance, or health insurance
- b. A suspension or removal under section 7532 of Title 5 (National Security)
- c. Any examination, certification, or appointment
- d. The classification of any position which does not result in the reduction in grade or pay of an Employee
- e. Any matter precluded by law
- f. The mere non-selection for promotion from a properly ranked and certified list of candidates
- g. The mere adoption or grant of (or the failure to adopt or grant)

h. Notice of proposed disciplinary or adverse action under 5 USC 4303, 5 USC 7502, or 5 USC 7512 may be contested through the reply procedures of Article 17, Article 18, or Article 20, as applicable, but may not be grieved under the provisions of this Article.

Article 3

1. The following actions may be filed under the statutory appeal procedure (MSPB/EEO), or the negotiated grievance procedure but not both.

- a. Performance based actions under 5 USC 4303
- b. Adverse actions under 5 USC 7512
- c. Discrimination under 5 USC 2302 (B) (1)

2. Pursuant to the statute, and Employee shall be deemed to have exercised his or her option under this section when, on or after the effective date of the appeal able action.

- a. Files a formal written EEO complaint
- b. Initiates a notice of MSPB appeal under the statutory procedure
- c. Pursues a written grievance in accordance with this Article

3. Selection of the negotiated grievance procedure in no matter prejudices the right of the aggrieved Employee to request, (as appropriate), the MSBP, or EEOC to review the final decision in the case of any personnel action that could have appealed to the MSBP, or the EEOC. For the purpose of seeking review by the MSBP or EEOC, the decision of the activity head in the negotiated grievance procedure will be considered the final decision, in the absence of the timely invocation, nothing in the agreement shall constitute a waiver of any further appeal or review rights permissible under the statute.

4. Before filing a grievance which alleges discrimination, the Employee must:

a. First discuss the allegation with an EEO counselor.

b. The EEO counselor must be notified within 30 days after the event causing the allegation or after the Employee became aware of the event.

c. This does not preclude an Employee from opting to select the negotiated grievance procedure provided that such grievance is initiated within 15 days of the conclusion of the counseling.

Section 4

1. The only representative an Employee may have under this negotiated grievance procedure is a Union representative. An Employee may pursue a grievance without Union representation, but the local Union will be given the opportunity to be represented at all discussions between the Employee and management concerning the Employee's grievance and the adjustment of the grievance must be consistent with the terms of the negotiated agreement and any supplemental labor agreement, a copy of any written settlement/decision will be furnished to the Union.

2. If an Employee desires a Union representative, and the representative is to be on official time, the representative will be as follows:

a. The appropriate steward

b. Step 2 or Step 3: The representative designated by the local Union

Section 5 Additional evidence relating to a particular grievance may be introduced at any step of the grievance procedure but issues (other than grievance ability/arbitral issues) not raised at step 1 may not be raised later than step 2, and then only if the new issue is directly and integrally related to the particular action/incident underlying the grievance at first filed at step 1.

Section 6 Except for matters excluded by law from coverage under a negotiated grievance procedure, issues of grievance ability/arbitral) issues of grievance ability/arbitral will be raised no later than step 3. Grievance ability/arbitral issues shall be treated as threshold issues at arbitration. Either party intending to contest a grievance as excluded by law will notify the other at least 30 days in advance of the hearing. When such advance notice is not given and the exclusion by law is raised at the hearing, the party raising the bar will pay the full cost of the arbitrator's fees and expenses if the raising party prevails on the issue of the bar.

Section 7 Dissatisfactions and disagreements arise occasionally in any work situation, therefore, the filing of a grievance shall not reflect unfavorably on an Employee's good standing, performance, loyalty, or desirability as an Employee.

Section 8 Procedures for a grievance filed by an Employees: Employees and/or their representatives are encouraged to discuss issues of concern to them with their supervisors at any time. The following steps will be followed if a grievance is initiated.

Step 1 Employee grievances are to be presented either orally or in writing to the Employee's immediate supervisor within 15 days after the event giving rise to the grievance or within 15 days after the date the Employee reasonably should of known of the event giving rise to the grievance. The Employee or appropriate steward must clearly apprise the supervisor of the fact that a grievance is being presented and set forth:

- a. A summary of relevant facts/dissatisfaction
- b. The provisions of NA, local supplement, or MOU allegedly violated, if any
- c. Points not resolved
- d. The relief being sought/corrective action desired
- e. Whether a representative, (if any,) is desired

If the Employee desires not to be represented by the Union the Union will be present during the proceedings. Within 15 days after receiving the grievance, the immediate supervisor (or his/her designee) shall complete such inquiry as he or she deems necessary and render his/her decision to the grieving Employee and the Union representative. If the grievance was filed in writing, the decision must also be in writing.

Step 2 If no mutually satisfactory settlement is reached at Step 1 and the Employee desires to proceed to Step 2, the Employee (or the Employee's representative) must submit a grievance in writing to the second line supervisor (or equivalent) within 15 days after the decision at Step 1 was received by the Employee. The Employee's written grievance must set forth the same provisions as cited above. If the decision at Step 1 was in writing, a copy of the this decision must accompany the written grievance. Within 15 days after receiving the grievance, the second line supervisor (or his/her designee) shall meet with the grievant and the Union representative, complete such inquiry as he or she deems necessary, and render his/her decision in writing to the grieving Employee (or the Employee's representative).

Step 3 If the grievant is not satisfied with the decision at Step 2, the and desires to proceed to Step 3, the Employee (or the Employee's representative) must submit in writing to the head of the activity within 15 days after the decision at Step 2 was received by the Employee. The same provisions set forth in Step 1 will be followed. A copy of the written decision at Step 1 must accompany the written grievance. Within 15 days after receiving the grievance, the head of the activity (or his/her designee) shall meet with the grievant and the Union representative, complete such inquiry as he or she deems necessary, and render his/her decision in writing to the grieving Employee. If the grievance is not resolved at Step 3, the matter may be referred upon mutual agreement to the parties to arbitration under a ADR process.

4. The following grievance will be initiated as indicated:

a. Grievances resulting from suspension of 14 days or less and except for matter covered by subparagraph (2) below, incidents above the first line supervisor will be initiated at Step 2.

b. Grievances pertaining to suspensions of 15 days or more, removal, reduction in grade or pay, furlough of 30 days or less, rating and ranking as provided by Article 19, or the denial of a within-grade increase are to initiated at Step 3.

c. Grievances filed under this subsection must be in writing and filed within 15 days after the event giving rise to the grievance or within 15 days after the date the Employee reasonably should have known of the event giving rise to the grievance. Once the grievance has been initiated , it shall processed in the same manner as nay other Employee grievance.

5. For the purpose of this section, a grievance shall be deemed to have been filed on the date it is received at the appropriate Step or the grievance procedure.

Section 9 Procedures for grievances filed by the local Union or the Employer:

1. If a dispute arises between the local parties, either the President of the local Union or the head of the activity may file a written grievance with the other party. Provided such a grievance is filed within 15 days after the event giving rise to the grievance or within 15 days of the date of the grieving party reasonably should of known of the event giving rise to the grievance. Any such grievance must include:

- a. A summary of the relevant facts/dissatisfaction
- b. The provisions of the NA, local supplement, or MOU allegedly violated, if any
- c. Points not resolved
- d. The relief being sought

Within 15 days after the grievance was filed, the parties will meet and attempt to resolve the grievance. If the grievance is not resolved within 15 days after it was filed, either party may refer the matter to arbitration under the provisions of Article 22 Section 1. For the purpose of this section a grievance shall be deemed to have been filed on the date received by the other party.

Section 10 The time limits at any Step of the negotiated grievance procedures may be extended by the party receiving the request.

Section 11 Should the deciding official at any Step fail to comply with applicable time limits, the Employee or the Union may proceed to the next step of the grievance procedure. Failure of the Employee or his/her representative to observe the time limits shall constitute withdrawal and termination of the grievance. If the deciding official or his/her designee fails to observe the time limits at Step 3 this shall constitute withdrawal and termination of the disciplinary action.

Section 12 Multiple grievances initiated by the Employees over the same issue may initiated as either a group grievance or as a single grievance at any time during the time limits of Step 1. Such grievances may be combined by the Union and decided as a single grievance at the later steps of the grievance procedure.

Article 22 Arbitration

Section 1 If a grievance remains unresolved after the applicable procedure has been exhausted, arbitration may be invoked as follows:

1. The local Union may invoke arbitration on Employee grievances by serving a written notice upon the Employer that arbitration has been invoked.

a. To be timely, such notice must be served within 30 days after the date the decision at Step 3 was delivered to the Employee (or his representative)

b. If no decision was delivered, or if the decision was delivered late, the notice invoking arbitration must be served within 60 days after the decision should have been delivered to the Employee (or his/her representative).

2. The local Union or the Employer may invoke arbitration on grievances filed by either of these parties (or their respective agents) by one party serving upon the other written notice that arbitration has been invoked. To be timely, such notice must be served NO LATER THAN 30 DAYS after the decision is received by the local Union or the Employer. If no decision was delivered, or if the decision was delivered late, the invoking arbitration must be served within 60 DAYS after the decision should have been delivered to the local Union or the Employer.

3. In arbitrating a grievance, no arbitrator has the authority to render an award that would add to, subtract from, modify, or violate this agreement.

4. When an arbitration notice is mailed to a party, it shall be sent by certified mail and shall be deemed to have been served on the date of certified mailing.

Section 2 Disputes over the grievability or arbitrability of a grievance shall be submitted to the arbitrator as a threshold issue in the dispute.

Section 3 A list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service (FMCS). The parties shall meet (or confer by telephone if a Union or Employer grievance) to select an arbitrator. The selection of the arbitrator to hear the grievance will be selected as follows:

a. Mutually agreed upon by the Parties

b. Alternately strike one arbitrator's name from the list until one name remains

If an arbitrator has not been selected within 60 DAYS after invoking arbitration, the arbitration will be untimely, absent mutual consent.

Section 4 The Employer shall provide facilities for the arbitration of grievances which will normally be at the site of the activity where the grievance exists.

Section 5 The procedures to conduct an arbitration hearing shall be determined by the arbitrator. When an Employee initiated grievance is being arbitrated, the grieving Employee (or a representative Employee in the case of an Employee group grievance) shall be in a pay status for the duration of the hearing if in a duty status. The parties will exchange witness lists at least 10 DAYS in advance of the arbitration hearing. Employee witness having direct

knowledge of the case and necessary for a full and complete hearing will be in a pay status to the extent necessary to permit their testimony if otherwise in a duty status. Upon request from the Union, the activity will arrange necessary witnesses work schedules, if practical, and place them in a duty status during the hearing. One activity Employee designated by the Union as its representative (unless a co-council is necessary) for the arbitration proceeding shall be authorized official time for the duration of the hearing as provided in Article 7.

Section 6 The arbitrator's fees and expenses shall be shared equally by the parties. Each party will bear the travel and per diem expenses of its witnesses.

Section 7 The parties concerned shall attempt to jointly frame the issues for the arbitrator. If they cannot agree on the framing of the issues, each party shall separately frame the issues and the arbitrator shall determine the issues to be heard.

Section 8 No arbitrator has the authority to compel the taking of a transcript. If the parties mutually agree to the need for an official transcript, the cost will be equally shared by the parties. If only one party wants an official transcript or recording, the requesting party will pay for the cost of the transcript or recording and no copy will be provided to the other party. An unofficial recording may be made by either party providing it does not interfere with or interrupt the hearing.

Section 9 The arbitrator's award shall be final and binding. However, either party may file an exception to the arbitrator's award in accordance with applicable law and regulation. The arbitrator will be requested to render a decision within 30 DAYS. Any disputed over the interpretation of an arbitrator's award shall be returned to the arbitrator for interpretation and application.

Section 10 In presenting a case before an arbitrator, the parties may mutually agree to limit the time available for their presentations, including opening statements, examination of witnesses, cross examination of witnesses, and closing statements or argument. They may also mutually agree to such other arrangements as waiving post hearing briefs, requesting an award without opinion, or requesting a bench decision.

Section 11 The time frames at any step above may be extended by mutual agreement of the parties.

Article 23

Section 1 Either the Union or the Employer shall notify the other in writing of its intent to file a unfair labor practice 10 DAYS prior to its actual filing in order to allow for time to resolve the proposed actions by other means.

Section 2 Both parties acknowledge and accept that this will not affect an individual when filing an unfair labor practice.

Section 3 Both parties accept that unfair labor practices are a measure of good labor management relations and commit to try and prevent their filing if possible.

Article 24 Professional Nurses

Section 1 Both parties agree to hold this section in abeyance so that input can be provided by the nursing staff.

Article 25 Position Management and Classification

Section 1

a. Each position covered by this agreement must be current and accurately described, in writing, and classified as to the proper occupational title, series, grade, and pay system in accordance with OPM and Agency regulations.

b. The descriptions must clearly and concisely state the major duties, responsibilities, and supervisory relationships of the position. Position descriptions do not control work assignment. Supervisors may direct and assign specific tasks that are not reflected in the job/position description. Should such tasks become major duties or grade controlling, the description should be modified to reflect these tasks so that the description will be kept current and accurate.

c. Employees will be furnished a copy of the description of the position to which assigned at the time of assignment and when the position is officially revised to reflect significant changes.

Section 2

a. The Employer will apply newly issued OPM classification and job grading standards within a reasonable time in accordance with applicable regulations. The local Union will be notified in advance when any changed to position classification or job grading standards will down grade unit Employees at the Hospital. When an encumbered position is reclassified downward, the Employee will receive grade/pay retention and priority consideration entitlement in accordance with applicable regulations and this NA.

b. The activity will notify the local Union of upcoming maintenance reviews on position classification and, upon request, will supply the local Union with a list of the positions scheduled to be audited. The Employer will consider any comments and/or views submitted by the Union.

c. The Employer will notify the local Union in writing of the offices or individuals that have been delegated classification authority by the head of the Naval Hospital.

Section 3 Classification Review and Appeals

a. An Employee dissatisfied with the classification of his or her position will first discuss the matter with his or her immediate supervisor. This is the beginning of the informal review process. If the supervisor is unable to resolve the issue to the Employee's satisfaction, the supervisor will, at the Employee's request, arrange for the Employee to discuss his or her dissatisfaction with the appropriated civilian personnel staff members. An Employee, upon request, will have access to pertinent information directly related to the classification of his or her position. This informal classification review process should be completed within a reasonable period of time. If the Employee still believes there is an error he or she may file an appeal to the Employer of OPM as appropriate.

b. When an Employee notifies the Employer that he or she wishes to file and appeal regarding job title, series, or grade, he or she shall be furnished upon request information on appeal rights and procedures in applicable regulations. An Employee may elect to be represented by the local Union when appealing and when discussing appeal rights and procedures with the Human Resources Office.

c. Classification reviews and job-grading appeals will be submitted and processed in accordance with applicable Employer and OPM regulations.

d. Employees who file a classification or job grading appeal with the Department of the Navy will be provided a copy of all documentation entered into the case file by the servicing Human Resources Office (HRO). An Employee who files a classification appeal with OPM will be furnished, upon request, a copy of that information which OPM requires as part of an appeal and which is not readily available to the Employee.

Section 4 Effective Date The effective date of a personnel action directed by an appeal decision shall be prescribed in applicable regulations unless otherwise specified by OPM.

Article 26 Contracting Out

Section 1 The Employer agrees to consult openly and fully with the Union regarding any study of function for contracting out within the bargaining unit. The Employer agrees to comply with all provisions of OMB Circular A-76, this agreement and other applicable laws and regulations then existing concerning contracting out.

Section 2 The Employer will consult monthly with the Union regarding such studies while they are on-going. After the completion of such studies, periodic briefings will be held between the Employer and the Union to provide the Union with appropriate information pursuant to OMB Circular A-76 on decisions affecting unit Employees.

Section 3 If unit work is contracted out and unit Employees are displaced, the Employer will make every reasonable and credible effort to minimize the impact on Employees. Maximum retention of career Employees shall be achieved by considering attrition patterns and restricting new hires.

Section 4 The Employer will retain affected career Employees if necessary when they are reassigned as a result of contracting out.

Section 5 Briefings will be held with affected unit Employees for the purpose of providing information concerning contracting out. The Union will be given an opportunity to attend such briefings.

Section 6 The Employer and the Union recognize the “right of first refusal” required by OMB Circular A-76, which provides that the contractor will grant those Federal Employees displaced by direct result of such contract the right of first refusal of employment openings created by the contractor. This applies only to job openings for which such the displaced Employees are qualified and does not apply when such Employees would otherwise be prohibited from such employment by the government post-employment conflict of interest standard. Refusing the right of first refusal because of displacement due to contracting out shall not deny a unit Employee of any rights he or she might otherwise have under applicable RIF procedures, however, such refusal may, in accordance with applicable law and regulation, affect the Employee’s entitlement to severance pay.

Article 27 Probationers, Temporaries

Section 1 Probationary and temporary Employees shall be covered by the terms of this agreement except where otherwise excluded by applicable law, rule, regulations.

Section 2 Temporary and probationary Employees will be provided a copy of their official position description and told of the general conditions of their employment upon entrance to duty.

Section 3 Except for unforeseen circumstances (RIF), temporary Employees will be given at least 15 workdays notice of termination.

Section 4 One purpose of the probationary period is to allow Employees a reasonable and fair opportunity to perform satisfactorily. Accordingly, management will evaluate the performance of probationary Employees and counsel them concerning performance deficiencies, if any, during the probationary period.

Article 28 Civilian Employee Assistance Program

Section 1 The Employer and the Union agree that alcoholism is a treatable illness and drug addiction is a treatable health problem. Therefore, the parties agree to cooperate in an effort to eliminate these problems in the work place.

Section 2 The Employer agrees to refer an Employee to the MGACC Family Resources Center. Knowledgeable and qualified counselors will be made available to assist Employees with alcohol, drug, or other medical/behavioral problems.

Section 3 Employees are assured that their job security and promotional opportunities will not be jeopardized solely by participating in the Civilian Employee Assistance Program's counseling or referral services, either voluntarily or through Employer directed referral.

Section 4 The confidential nature of client records will be safeguarded and information therein shall not be disclosed except as provided by law and regulation.

Article 29 Dues Withholding

Section 1 Bargaining unit Employees may have their dues deducted through payroll deductions provided:

1. The Employee is a member of good standing of the Union
2. The Employee completes a SF-1187 request for dues withholding
3. The Employee regularly receives pay on the regularly scheduled payday, and such pay is sufficient, after all deductions required by lawful authority, to cover the full amount of the allotment

Section 2 The Union agrees to:

1. Notify the hospital payroll office in writing of the amount of Union dues and any changes in the dues amount.
2. Notify the hospital payroll office in writing of the names and addresses of the payee to whom the remittance check should be made.
3. Forward any completed SF 1187 to the hospital payroll office.
4. Forward any written revocation of an allotment received by the Union promptly to the hospital payroll office.
5. Notify the hospital payroll office promptly and in writing if an Employee ceases to be a member in good standing.

Section 3 The Employer agrees to:

1. Process voluntary dues allotment in the amount certified by the local Union
2. Withhold dues on a bi-weekly basis
3. Transmit remittance checks to the local Union representative along with a list containing the following information:
 - a. The name of the Employee for whom dues were withheld
 - b. The amount of the dues for each Employee

Section 4 The amount withheld will be that certified by the local Union on the SF 1187 or as subsequently changed in accordance with section 5 of the Article.

Section 5 Any change in the amount of dues to be withheld will be effective at the beginning of a pay period. The local Union will notify the hospital payroll office, in writing, of the new amount and the effective date at least 7 days before the new withholding amount is to be effective.

Section 6 Arithmetic errors in remittance checks will be corrected and adjusted in a subsequent check. If an error occurs when a member is dropped/added, the Employer will ensure that any monetary amount is paid.

Section 7 When an Employee is transferred from a bargaining unit position at one activity to a bargaining unit at another activity, deductions for the local Union dues will continue but at the basic rate then applicable at the gaining activity. The losing activity will forward all documents necessary to continue the Employee on dues withholding at the gaining activity. The parties recognize that the transfer of such documents may take several pay periods and that any retroactive amount due will be withheld from the Employee's pay in a lump sum unless the Employee works out a payment schedule with the gaining payroll office prior to the lump sum payment to the gaining Union. For dues revocation purposes, the Employee's anniversary date is the date the dues were initially executed an SF 1188 dues revocation form prior to his or her transfer, the losing activity shall forward such document to the gaining activity.

Section 8 Employees may revoke their dues withholding by submitting a SF 1188 to the local Union or the hospital payroll office **no earlier than 60 days prior to the anniversary date** of when the Employee began to have his or her dues withheld. Such timely revocations will be effective beginning with the first pay period following the Employee's anniversary date. When received the hospital payroll office will ensure that the Union has acknowledged the request. When an untimely dues revocation request is received by the activity, it will (timely or untimely), they will forward a copy to the local Union. If the local Union receives a timely revocation request, they will forward the SF 1188 to the hospital payroll office.

Article 30 Effective Date and Duration

Section 1 This agreement between the parties shall become effective upon approval of the Department of Defense, or **31 days** from the date of execution, whichever is earlier, and will remain in full force and effect for three (3) years from its effective date.

Section 2 This agreement may be reopened or amended at anytime after its effective date by mutual consent of the parties. Approved amendments, supplemental agreements, or changes to the agreement becomes a part of and are subject to the same terms as the basic agreement.

Section 3 If any portion of this agreement is found to be unworkable, this agreement may be opened for modification provided that any such request is submitted in writing, along with the new language being proposed, and both the Employer and the Union consent to opening the agreement for the purpose requested. A written notice of desire to modify the agreement during the term of the agreement will not have the effect of terminating or modifying the agreement.

Section 4 This agreement may, by mutual consent of the parties and upon approval by the Department of Defense, be extended for a specified period of time, but not to exceed one (1) year, it is understood that this agreement must be brought into conformance with current regulations of higher authority at the time a request for extension is submitted.

This agreement, executed on _____ day of _____, 2006 by the parties hereto, as evidenced by the following signatures: