

A G R E E M E N T

BETWEEN

**NAVAL REGIONAL MEDICAL CLINIC
QUANTICO, VIRGINIA**

AND

**AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES
(AFL-CIO)
LOCAL 1786**



DEPARTMENT OF THE NAVY
OFFICE OF THE SECRETARY
WASHINGTON, D C 20350

T.F.G.E. LOCAL 1786
P. O. BOX 72
QUANTICO, VA. 22134

10 FEB 1982

From: Secretary of the Navy
To: Commanding Officer, Naval Regional Medical Clinic,
Quantico, Virginia 22134

Subj: Negotiated Agreement between the Naval Regional Medical
Clinic, Quantico, Virginia and the American Federation of
Government Employees Local 1786

Ref: (a) NRMC Quantico ltr 1-LHC:vjs 16105 Ser 01882 of
26 Jan 82
(b) CMMI 711
(c) Civil Service Reform Act of 1978

1. Subject agreement, as forwarded by reference (a), has been reviewed and is approved in accordance with the provisions of reference (b).
2. Reference (c) provides that if an agreement has not been approved or disapproved within 30 days from the date of its execution it shall go into effect, subject to the provisions of the Act and any other applicable law, rule, or regulation. Since this agreement was executed on 11 December 1981, it became effective on 10 January 1982.
3. In accordance with reference (b), ten (10) copies of the negotiated agreement shall be forwarded to the Chief of Naval Operations (OP-143D) within 60 days. In addition, the total cost of negotiations should be submitted to OP-143D within 10 days of receipt of this letter. Costs of the salaries of the activity's management and union negotiations for time spent in negotiations and preparation for negotiations, as well as any other significant costs, should be included.
4. The agreement should be annotated to indicate: Effective 10 January 1982.
5. A copy of this letter has been served on the labor organization which is a party to this agreement by certified mail on 10 FEB 1982


CONRAD PEARSON
By direction

Copy to:
CNO (OP-143D)

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PREAMBLE

Pursuant to the policy set forth in the Civil Service Reform Act of 1978, the following articles constitute an agreement by and between the Naval Regional Medical Clinic, Quantico, Virginia hereinafter referred to as the "Employer", and the American Federation of Government Employees, Local 1786, hereinafter referred to as the "Union". Collectively, the Employer and the Union are hereinafter referred to as the "Parties".

WITNESSETH

In accordance with the provisions of the Civil Service Reform Act of 1978, and in consideration of the mutual covenants herein set forth, the Parties, hereto intending to be bound, hereby agree as follows:

WHEREAS the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee relations; and

WHEREAS the well-being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

WHEREAS the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

WHEREAS, subject to law and the requirements of public service, effective labor-management relations within the Federal Service require a clear statement of the respective rights and obligations of labor organizations and agency management;

Now, therefore, the Parties agree as follows:

ARTICLE II

RECOGNITION AND UNIT DETERMINATION

Section 1. The Employer hereby recognizes that the Union is the exclusive representative of all employees in the Unit (as defined in Section 2, below). The Union is entitled to act for and to negotiate agreements covering all employees in the Unit. It is responsible for representing the interests of all employees in the Unit without discrimination and without regard to Union membership. The Union shall be given the opportunity to be represented at formal discussions between the Employer and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the Unit.

Section 2. The unit shall consist of all nonsupervisory, graded, ungraded and professional employees of the Employer, less employees excluded by the Civil Service Reform Act of 1978.

ARTICLE III

MANAGEMENT RIGHTS

Section 1. Management officials of the employer retain the right:

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

(2) In accordance with applicable laws

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

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

(C) with respect to filling positions, to make selections for appointments from:

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

(ii) any other appropriate source; and

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

Section 2. Nothing in this article shall preclude the employer and the union from negotiating:

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

(2) Procedures which management officials of the employer will observe in exercising any authority under this article; or

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

ARTICLE IV

RIGHTS OF EMPLOYEE

Section 1. It is agreed that employees shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any labor organization or to refrain from any such activity. Except as expressly provided herein after and in the Civil Service Reform Act of 1978, the freedom of such employees to assist any employee organization shall be recognized as extending to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress or other appropriate authority. The Parties agree that nothing in this Agreement shall require an employee to become or to remain a member of the Union or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions, and that this provision applies to all supplemental, implementing, subsidiary, or informal agreements between the Parties.

Section 2. The rights described in this Article do not extend to assistance or participation in the management of a labor organization, or acting as a representative of any such organization, where such participation or activity could result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

ARTICLE V

MATTERS APPROPRIATE FOR NEGOTIATION

1. It is agreed that subject to paragraph (2) of this Article, the duty to bargain in good faith shall, to the extent not inconsistent with any Federal law or any Government wide rule or regulation, extend to matters which are the subject of any rule or regulation only if the rule or regulation is not a Government-wide rule or regulation.

2. The duty to bargain in good faith shall, to the extent not inconsistent with Federal law or any Government-wide rule or regulation, extend to matters which are the subject of any agency rule or regulation referred to in paragraph (3) of this Article only if the Authority has determined that no compelling need (as determined under regulations prescribed by the Authority) exists for the rule or regulation.

3. Paragraph (2) of the Article applies to any rule or regulation issued by any agency or issued by any primary national subdivision of such agency, unless an exclusive representative represents an appropriate unit including not less than a majority of the employees in the issuing agency or primary national subdivision, as the case may be, to whom the rule or regulation is applicable.

4. In any case of collective bargaining in which the union alleges that no compelling need exists for any rule or regulation referred to in subsection (3) of this Article which is then in effect and which governs any matter at issue in such collective bargaining the Authority shall determine under paragraph (2) of this Article, in accordance with regulations prescribed by the Authority, whether such a compelling need exists.

5. For the purpose of this Article, a compelling need shall be determined not to exist for any rule or regulation only if:

(A) The agency, or primary national subdivision, as the case may be, which issued the rule or regulation informs the Authority in writing that a compelling need for the rule or regulation does not exist; or

(B) The Authority determines that a compelling need for a rule or regulation does not exist.

ARTICLE VI

RIGHTS OF UNION

Section 1. The Union, as the representative of all employees in the Unit, shall have the right and responsibility to present its views to the Employer either orally or in writing. This will include any matter of concern which is appropriate for negotiation in accordance with Article V, "Matters Appropriate for Negotiation." If either Party requests, the Parties agree to meet and negotiate on the matter which created the concern.

Section 2. The Union shall have the right and shall discuss with the Employer any dispute or complaint concerning the interpretation or application of this Agreement.

Section 3. Commensurate with the Provisions of this Agreement, recognized Union representatives will be free to exercise their responsibility, to advance the best interest of and to represent the employees covered by this Agreement, and shall be permitted to engage in authorized activities on behalf of the Union. It is further agreed that no Union representative will be denied any right or privilege otherwise entitled to because of his serving as a Union representative.

ARTICLE VII

UNION REPRESENTATIVES

Section 1. A conference committee of three (3) representatives of the Union will meet with designated representatives of the Employer from time to time as the need arises to discuss appropriate matters. The purpose of such meetings shall be stated in advance by the party calling the meeting. Subsequent to the approval of this Agreement, the conference committee will meet with the Employer's representatives once a month for the first three months. Thereafter, although not regularly scheduled, the meeting will be held as the need arises.

Section 2. The Union shall supply the Employer in writing and shall maintain with the Employer on a current basis, a complete list of all elected officers, the conference committee, all other authorized representatives, and all authorized Union stewards, together with the specific organizational component within the unit in which each Union steward is authorized to act in behalf of the Union. The number of stewards shall be those reasonably required to assure that each employee of the Unit is represented, the total number not to exceed eight (8) stewards.

Section 3. Reasonable time during working hours will be allowed Union representatives for attendance at meetings with the Employer. The Union stewards will be allowed reasonable time to confer with employees on appropriate matters directly related to grievances over the work situations within the Unit. The Union agrees that whenever business of any nature is being transacted during working hours, only that amount of time reasonable and necessary to bring about prompt disposition of the matter will be used.

Section 4. In the event it becomes necessary to transfer a Union steward from one shift to another or from his assigned station, the steward will be given at least three (3) days' notice in writing of such action, unless action is due to regular shift changes, an emergency, or done for security reasons.

Section 5. The designated and authorized Union representatives may receive and investigate complaints or grievances, and engage in authorized activities on behalf of the Union. Representatives of the Union shall not solicit complaints and grievances. Before leaving his work, the Union representative concerned will obtain permission from his immediate supervisor, if available, or the next senior supervisor. Permission will normally be granted at the time of the request unless, in

the opinion of either of the supervisors concerned, work requirements do not permit. In such case, a time will be suggested by the supervisor and mutually agreed upon by the parties. Time of departure and return to work shall be reported in each case to the supervisors. Union representatives will guard against the use of excessive time in handling such matters.

Section 6. Solicitation of membership and activities concerned with internal management of the Union such as activities involving other employee groups, collection of dues, assessments or other funds, membership meetings, campaigning for Union office, conducting elections and distribution of literature or authorization cards will not be conducted during working hours.

ARTICLE VIII

BASIC WORKWEEK AND HOURS OF WORK

Section 1. It is understood and agreed upon that the fulfillment of the mission of the Clinic necessitates twentyfour (24) hour coverage to provide optimum patient care and to accomplish necessary support services.

Section 2. In assigning work to Unit employees, it is agreed that employee work schedules will be maintained as stable as possible. Employees will be given 72 hours' advance notice before changes in their work schedules are made, unless the Employer finds that such advance notice would seriously handicap the Clinic in carrying out its mission or would substantially increase costs.

Section 3. The basic workweek for full-time employees will be fixed at forty (40) hours and, if practical, scheduled on five (5) consecutive days except for those employees who are assigned to jobs on rotating shifts as a condition of their employment.

ARTICLE IX

OVERTIME

Section 1. The Employer agrees that authorized overtime work shall be paid for at the appropriate overtime rates in accordance with current regulations.

Section 2. The Employer agrees that overtime work will be distributed equitably among all employees within the organizational elements as far as the character of the work and the qualifications of the employee will permit. Employees assigned to work overtime must be qualified to perform the overtime work in an efficient and expeditious manner.

Section 3. The Employer agrees to solicit volunteers for overtime assignments whenever possible. The Employer will, upon request from the employee, consider relieving the employee from the overtime assignment, if another qualified employee is available and willing to do the work. Overtime offered or scheduled and declined will be counted as overtime worked for purposes of equitable overtime distribution.

Section 4. The Employer will give as much advance notice of overtime requirements as can reasonably be given to affected employees.

Section 5. An employee who is called back to perform unscheduled overtime work either on a regular workday after he has completed his regular schedule of work or on a day outside his basic workweek shall be paid a minimum of two (2) hours of pay at the overtime rate even if his services cannot be utilized after he reports to work, except for General Schedule employees who elect a minimum of two (2) hours of compensatory time. Call-back overtime must be outside of and unconnected with the employee's regular scheduled hours of work.

ARTICLE X

ANNUAL LEAVE

Section 1. To the extent permitted by local work conditions, employees may take an extended period of leave for vacation purposes and have their requests for annual leave for personal and emergency purposes freely granted. Although employees have the right to request all or part of their annually accrued leave, they have the responsibility of cooperating with management in scheduling vacation periods, requesting leave during periods when their services can best be spared, and avoiding excessive accumulations of leave that might lead to forfeiture.

Section 2. Vacation leave for forty (40) hours or more should normally be requested at least 30 days in advance. Effort will be made to schedule and rotate choice vacation leave time (leave before and after Christmas) on a fair and equitable basis.

Section 3. It is agreed that employees who have scheduled annual leave as provided in Section 2 of this Article may request advanced annual leave that will accrue to their credit during the current leave year in the amount sufficient to cover the scheduled vacation period. Employees desiring advanced annual leave will submit requests to their supervisors for such on Standard Form 71 citing the reason for requesting the advance. Applications for advanced annual leave shall be limited in number since it is expected that, except in unusual situations, employees will accrue leave prior to taking it.

Section 4. Any employee having annual leave to his credit may apply in advance for leave and such leave with pay shall be approved, for any work day which occurs on the employee's birthday or a religious holiday associated with the religious faith of the employee, unless the granting of such leave would adversely affect the operation of the Clinic.

Section 5. An employee taking approved annual leave for the last four hours of the work day, and whose assigned lunch period is prior to 1200 hours, will normally be permitted to work through his lunch period so that he may leave four and one-half hours prior to the end of his work shift.

Section 6. Tardiness of less than one hour may be excused by the supervisor when warranted and justifiable by the circumstances and the employee is not habitually tardy.

Section 7. The Employer agrees that administrative leave, not to exceed eight (8) hours for any one individual in 12 calendar months, may be granted to Union Officials who are in training on labor-management relations where such training is in the interest of the Employer and its relationship with the Union. However, the number of Officials granted such leave shall not exceed 50% of the number of designated stewards at that time, or, if the Union wishes to exercise its prerogative to have a lesser number of officials receive this training, the total number of hours of administrative leave shall not exceed the aggregate hours the Union would have received, computed on the basis of 50% of the number of designated stewards.

Section 8. The Employer agrees to grant excused absence up to four hours to employees within the Unit who donate blood under the Employer's Blood Donor Program, in consideration for the health of the Employee.

ARTICLE XI

SICK LEAVE

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

Section 2. The Employer agrees that sick leave records will be handled and safeguarded in a confidential manner. These records will be made available only to supervisors of the employee, the employee, officials that review these records for official purposes, and upon the request of the employee, the Union, his personal representative or his personal physician.

Section 3. Sick leave shall be granted to employees when they are incapacitated for the performance of their duties provided that employees furnish notice to the Employer by telephoning their supervisors as soon as practicable (normally within two hours) after the beginning of their scheduled work shift. Employees working rotating shifts necessary to the mission of the Clinic are issued special reporting requirements to ensure the mission requirements are met. If the employee finds that he will be absent beyond the original estimated time, he will report

this to the Employer indicating the reasons for the continuing absence and the anticipated length. Such notification shall not in itself be justification for approval or disapproval of sick leave.

Section 4. Sick leave if accrued will normally be granted for medical, dental, or optical examination or treatment. Sick leave for these purposes normally will be requested in advance, in minimum amounts of leave necessary.

Section 5. Except as hereinafter provided, employees shall not be required to furnish a medical certificate to substantiate requests for sick leave unless such leave exceeds three work days continuous duration. In no event shall the employee be required to elaborate in the "Remarks" column of Standard Form 71, when the attending physician has made entries in relation to the illness in the "Remarks" column under the sick leave section. It is agreed and understood that the Employer has the right to require that an employee furnish a medical certificate for each absence which he claims was due to incapacitation for duty on the following basis:

a. If there is a discernible pattern of unannounced sick leave usage, such as on Monday and/or Friday or before or after holidays, or there is other reasonable evidence that the employee has abused sick leave privileges within the previous six months period.

b. The Employer has counseled the employee in respect to the use of his sick leave, a record of such counseling is on file, and the employee's record subsequent to the counseling does not indicate improvement.

c. The employee has been given written notice by a "letter of requirement" that he must furnish a medical certificate for each absence which he claims was due to illness.

Section 6. The Employer agrees that "Letters of Requirement" issued to employees within the Unit will terminate six months after the date issued, unless it becomes evident that the employee is again abusing his sick leave privileges, then the "Letter of Requirement" may be extended for another six months, or other appropriate disciplinary action taken.

Section 7. In the event an employee is absent in excess of three work days because of incapacitation for duty and does not obtain professional medical attention, sick leave for the period may be granted upon submission of acceptable evidence, other than a doctor's certificate.

Section 8. The Employer agrees that employees who are sent home sick by the supervisor or the Employer's Medical Officer shall not be required to furnish a medical certificate to substantiate such absence unless it exceeds three subsequent work days of continuous duration. In cases where an employee is required to submit a medical certificate for each absence which is claimed as due to illness in accordance with Section 5 above, such certificate will be furnished for periods of absence subsequent to the day he is sent home from the Clinic.

Section 9. Employees who are incapacitated for duty because of serious illness or disability may have their requests for advanced sick leave considered, not to exceed thirty work days, provided:

a. The employee is serving under a Career or Career-Conditional appointment.

b. The employee does not have a current letter requiring the furnishing of a medical certificate for each absence claimed as sick leave as provided in Section 5 hereof.

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

d. There is a reasonable evidence, substantiated by a medical certificate, that the employee will be capable of returning to work and fulfilling the full scope of his duties.

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

f. The employee has used all available accumulated sick leave to his credit and any annual leave in excess of 240 hours that he is eligible to accumulate to the end of the leave year.

Section 10. If an employee furnished administratively acceptable evidence showing that the employee's absence was necessary to care for an immediate member of his family that was ill with a disease requiring isolation, quarantine, or restriction of movement for a particular period by regulations of local health authorities, sick leave will be granted.

Section 11. Employees within the Unit, who are injured while on duty and such injury requires the employee to take sick leave in excess of three days, will be counseled on the provisions of the Federal Employees' Compensation Act.

ARTICLE XII

LEAVE WITHOUT PAY

Section 1. Employees may request leave without pay for periods not to exceed one year. Such leave may be granted if justified and warranted and if operational requirements and other considerations permit.

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

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

Section 4. Employees returning to duty from approved leave without pay will be granted such rights and privileges to which they may be entitled.

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

ARTICLE XIII

MERIT PROMOTION PROGRAM

Section 1. In order to ensure continuing employment, employee development and optimum utilization of employee skills, the Employer and the Union agree to the ideals of promotion from within the minimum areas of consideration whenever possible.

Section 2. An employee demoted involuntarily without personal cause will receive special consideration for repromotion along with any other current Navy employees eligible for promotion and demoted within DOD, that are known to the employer. No specific system of evaluation or referral is required to support any selection made under this exception to competitive procedures. Special consideration for repromotion will precede efforts to fill the vacancy by other means, unless another employee has a statutory or regulatory right to be placed in or considered for the position.

Section 3. The Employer agrees to post on all civilian bulletin boards copies of all Merit Promotion Announcements for positions within the minimum area of consideration (for at least seven working days).

Section 4. Career and Career-Conditional employees within the area of competition for specific announcements who are on approved leave and who apply, will be considered for vacant positions for which they are qualified. Employees on military furlough will automatically be considered on the same basis as other applicants, without having to file their applications.

Section 5. All employees within the Unit are encouraged to familiarize themselves with the provisions of the Employer's Merit Promotion Program, to strive for self-improvement, to compete for positions for which they desire to be considered and for which they believe themselves qualified, and to ensure that their qualifications are a matter of record in their Official Personnel Folders by periodically reviewing the folder to ensure that it includes up-to-date records of their experience, education, part-time experience, training courses or seminars, awards received or similar data that may reflect improvements in their qualifications.

Section 6. The Employer agrees to schedule its examinations and interviews during regular working hours and to excuse participating employees without charge to leave or loss of pay.

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

Section 8. The Union and the Employer understand that the Commanding Officer and selection officials are not required to justify their selection decisions to unsuccessful candidates. However, the Employer agrees that an employee who applies and is considered, passed over and not selected, will upon request to his immediate supervisor be referred to an appropriate Employer official to obtain counseling as to how he may avail himself of opportunities for self-improvement which might enhance his prospects for future selection for promotion. In no instance will the employee be denied this counseling.

Section 9. The Employer agrees that, for all merit promotion certificates, each competitor will be notified as to whether he is qualified or highly qualified on the certificate.

Section 10. The Employer agrees that selection for promotion to a position within the Unit shall be from among the best qualified persons available without discrimination for any reason such as age, race, sex, color, religion, national origin, lawful political affiliation, physical handicap, marital status or other improper discriminatory factors.

ARTICLE XIV

REDUCTION IN FORCE

Section 1. Reduction-in-force will be effected in accordance with all regulations in such a fashion as to cause the least disruption to the work force and the mission of the Employer.

Section 2. The Employer agrees to notify the Union President as soon as possible prior to reduction-in-force action which affects Unit employees as a result of lack of work or funds or reductions in personnel ceilings, in order that the Union may state any views and/or recommendations it may have concerning said action. The notification will include the approximate date the action is to be taken and the reasons for the reduction-in-force.

Section 3. The Employer agrees that, whenever practicable, any reduction in personnel will be attained through normal attrition and by assignment of surplus employees to existing vacancies to which qualified. Action to reassign employees to vacant positions will be taken as soon as possible.

Section 4. Career or Career-Conditional employees separated by reduction-in-force action will be placed on the re-employment priority list and receive priority consideration for vacancies for which they are qualified and available. Listings will be compiled in order of retention preference as established by regulations.

Section 5. In instances where changes in function, organization, or mission will result in a surplus of employees, the Employer agrees to make every reasonable effort to retain non-temporary employees to qualify them for vacant positions. Formal training agreements with the Civil Service Commission will be utilized where appropriate. When circum-

stances permit, the Employer will make use of the authority in the applicable regulations to waive qualification requirements to effect placement of affected employees to vacant positions.

Section 6. When any employee separated because of reduction-in-force action is offered and accepts a temporary appointment, he shall not lose his right to be offered permanent employment.

Section 7. The Employer agrees to attempt to resolve challenges or complaints of employees affected by reduction-in-force during the notice period. Employees may seek such information in the presence of Union representatives.

ARTICLE XV

LETTERS OF WARNING, DISCIPLINARY AND ADVERSE ACTIONS

Section 1. The Employer agrees that prior to the taking of written or sworn statement from an employee on matters which may lead to disciplinary action, the employee must be advised at that time of his right to be represented by the Union.

Section 2. The Employer agrees to informally discuss with the employees, and his Union representative, if requested by the employee, the basis for any proposed disciplinary action prior to its being reduced to writing. The Employer will carefully consider the employee's views before instituting any formal action.

Section 3. After a preliminary investigation if formal disciplinary action appears warranted, the employee will not be questioned further regarding the matter until he has been informed of his right to be represented by a Union representative. If such representation is desired, no further questioning of the employee shall take place until the Union representative is present.

Section 4. If the employee elects to be represented by the Union, copies of all correspondence of a disciplinary nature addressed to the employee will also be furnished to the Union.

Section 5. When the employee does not elect to have the Union represent him, the Union will be permitted to have an observer present at the adverse action hearing without charge to leave. However, if the employee objects to the presence of the Union observer on the basis of privacy, the Hearing Examiner will rule on the issue.

Section 6. When the Employer is advised that an employee is to be served with a warrant or subpoena, arrangements will be made whereby the warrant or subpoena may be served in private.

Section 7. All formal disciplinary actions for which a statutory appeal does not exist, and adverse actions based on unacceptable performance will be for just and sufficient cause. Adverse actions based on unacceptable performance must be supported by substantial evidence.

Other adverse actions than those based on unacceptable performance will be taken against an employee only for such just cause as will promote the efficiency of the service, and must be supported by a preponderance of the evidence.

Section 8. The Employer has the right and obligation to determine the facts relevant to any case in which disciplinary or adverse action may result. Accordingly, prior to initiating a formal disciplinary or adverse action against an employee, a preliminary investigation will be made by the immediate supervisor or other management official to document the facts and to determine whether a prima facie case exists. A Union representative will be allowed to be present during the entire investigation if: (1) the employee reasonably believes that the examination may result in disciplinary action against him/her, and (2) the employee requests representation. The employee will be informed of these rights prior to the beginning of the investigation. The Union will likewise have the right to represent the employee at any subsequent meeting, if the employee desires such representation. Emergency Suspensions may be invoked by the Employer with just cause. In such cases, the Employer will inform the Union why the need for an Emergency Suspension existed.

Section 9. Appeal of the merits of disciplinary actions will be subject solely to the negotiated grievance procedure. Should an employee contest the merits or the procedures used in effecting an adverse action such matter may be contested by an appeal to the Merit Systems Protection Board, or through the grievance procedure described in Article XVI of this Agreement, but not both. For the purpose of this section, the grievance will be started at the step at which the action was affected. Any disciplinary or adverse action which is contested, in whole or in part, on the basis of an alleged violation of the practices set forth in 5 U.S.C 7116 shall be processed under the negotiated grievance procedure. Any disciplinary or adverse action contested in whole or in part on the basis of an alleged violation of the practices set forth in 5 U.S.C. 2302 may be processed under the statutory procedure or the negotiated grievance procedure, but not both.

Section 10. In disciplinary or adverse actions against any employee covered by this Agreement for which written notice of the proposal is required, the employer will furnish the employee with an extra copy of the proposal. The employee may give their copy to a representative of the Union or to any other person. Unit employees against whom formal disciplinary or adverse action is taken will be advised of their rights of grievance and appeal, as appropriate.

ARTICLE XVI

GRIEVANCE PROCEDURE

Section 1 - Purpose. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances

Section 2 - Scope. A grievance means any complaint -

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

(B) by the union concerning any matter relating to the employment of any employee; or

(C) by any employee, the union, or the employer concerning -

(1) the effect or interpretation or a claim of breach, of a collective bargaining agreement;

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

(D) except that it shall not include a grievance concerning -

(1) any claimed violation relating to prohibited political activities; or

(2) retirement, life insurance, or health insurance; or

(3) a suspension or removal for National Security reason, Section 7532; or

(4) any examination, certification or appointment relating to initial employment; or

(5) the classification of any position which does not result in the reduction in grade or pay of an employee.

Section 3. This negotiated procedure shall be the exclusive procedure available to the Union and the employees in the bargaining unit for resolving such grievances except as provided in Section 4 of this Article.

Section 4 - Appeal and Grievance Options. An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance, or adverse action may at his/her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both (except for discrimination complaints).

For the purposes of this section and pursuant to Section 7121 (e) (1) of the Act, an employee shall be deemed to have exercised his option under this section only when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure.

Section 5 - Question of Grievability. In the event either party should declare a grievance non-grievable on non-arbitrable, the original grievance shall be considered amended to include this issue. The Employer agrees to raise any question of grievability or arbitrability of a grievance prior to the time limit for the written answer in step 2 of this procedure. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 6. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his performance, or his loyalty or desirability to the organization. Reasonable time during working hours will be allowed for employees and Union representatives to discuss, prepare for and present grievances, including attendance at meetings with Employer officials.

Section 7, Step 1. Any complaint which involves an adverse action, a removal or reduction in grade based on unacceptable performance or matter involving discrimination shall first be taken up orally by the concerned employee and the union representative with the appropriate employer representative ~~within 5 days~~ of the final written notice of action by the Employer. The Employer will have five days in which to answer the complaint in writing.

Step 2. If the matter is not satisfactorily settled at this Step 1, the Union can invoke arbitration within 20 days of receipt of the Employer's decision at Step 1.

Section 8, Step 1. Any grievance except as provided for in Section 7 shall first be taken up orally by the concerned employee or union representative with the appropriate employer representative in an attempt to settle the matter. Grievances must be presented within 30 calendar days from the date the employee or Union became aware of the grievance. The union representative must be present if the employee so desires. However, if an employee(s) presents a grievance directly to the Employer for adjustment consistent with the terms of this Agreement, the Local shall have an observer present.

Step 2. If the matter is not satisfactorily settled following the initial discussion, the Union representative may, **within 5 working days**, submit the matter in writing to the Employer representative. The Employer representative will meet with the Union representative and any aggrieved employees **within 2 working days** after receipt of the grievance. The Employer representative shall give the steward his written answer **within 3 working days** after the meeting.

Step 3. If the grievance is not settled at Step 2 the Union Representative, may **within 5 working days**, forward the grievance to the employee representative for further consideration. The installation head will review the grievance, consult with the department head and the Union representative, and give the Union representative his written answer **within 5 working days** after receipt of the grievance.

Step 4. If the grievance is not satisfactorily settled at Step 3, the Union or the Employer may refer the matter to Arbitration. All time limits in this article may be extended by mutual consent.

Section 9. Grievances which may impact on more than one employee may be submitted in writing by the Local President (or his designee) directly to the employee representative. The agency and the Local President or his designee will meet **within 5 working days** after receipt of the grievance to discuss the grievance. The installation head shall give the Local President his written answer **within 10 working days** after the meeting. If the grievance is not settled by this method, the Union may refer the matter to Arbitration. Nothing herein will preclude either party from attempting to settle such grievances informally at the appropriate level.

➤ Section 10 - Failure to Meet Requirements. Failure on the part of the Employer to meet any of the time requirements of this procedure will mean that the Employer agreed to the position of the grievant or the Union.

➤ Section 11 - Stays of Personnel Action. A pending or proposed personnel action which has been made the subject of a grievance or arbitration will be stayed pending the final decision of the matter.

a. Informal Step. The employee, and his representative (if he desires one) will orally present the grievance to the immediate or first-line supervisor within fifteen (15) calendar days after the occurrence of the incident out of which the grievance arose. If the matter cannot be resolved, or if it is outside the scope of the supervisor's authority, the discussion will serve as a basis for clarifying the problem and determining the appropriate person to consider the grievance at the next step.

If the grievance is outside the scope of the supervisor's authority, another attempt at informal resolution at the next supervisory level must be made before the grievance can be presented under the formal procedure. The supervisor will render his decision within ten (10) calendar days. The Parties anticipate that most employee grievances will be settled at this informal level.

b. Formal Procedure.

STEP 1. If the grievance is not resolved as a result of the above informal discussions, the grievance may be filed, in writing, within 10 calendar days after receipt of the informal decision, to the official(s) at the Activity (below the Head of the Activity) normally having authority to make decisions on the matter involved in the grievance. The grievance shall state the complaint, the provision of the agreement involved, summary of informal attempts at resolution, the dates involved, the identity of the immediate supervisor, and the corrective action sought. The official or his designee will meet with the grievant, his representative, and other employees he deems necessary, within seven (7) calendar days of receipt of the written grievance. A written decision will be given to the employee within seven (7) calendar days of this meeting.

STEP 2. If an acceptable solution to the grievance still has not been reached, the employee may prepare a written grievance which must specify the issue(s) involved and the corrective or remedial action sought. This written grievance must be submitted within seven (7) calendar days after receipt of the required memorandum for record in the previous step, to the Head of the Activity for a decision. The Head of the Activity, or his designee, will meet with the employee, the Union representative and others having knowledge of the matter grieved within fifteen (15) calendar days of receipt of the grievance. A written decision will be rendered within fifteen (15) calendar days following the meeting.

STEP 3. If the employee is not satisfied with the decision of the Head of the Activity, he may, within fifteen (15) calendar days, submit a request to the Union in writing, with a copy to the Head of the Activity that the grievance be submitted to arbitration. If the Union agrees to submit the grievance to arbitration, the Union's signed statement concurring in this action shall contain a commitment to comply with all other terms and conditions and applicable regulations of higher authority concerning arbitration. The Union shall submit the arbitration request to the Head of the Activity within fifteen (15) calendar days after receipt of the employee's request. If the Union does not submit the arbitration request to the Head of the Activity within fifteen (15) calendar days from the date of his decision as recorded in the written notice of decision, that decision will become final. Such decision will not be appealable.

Section 3. Grievances initiated by the Union or the Employer will be submitted to the Head of the Activity or the President of the Union as appropriate. Within Fifteen (15) calendar days, the Head of the Activity and/or his designated representative will meet with the President of the Union and/or his representative to resolve the grievance. A decision will be rendered no later than fifteen (15) calendar days following the meeting unless it is determined that the matter should be

referred to a lower level for processing. If either party is not satisfied with the decision they may within thirty (30) calendar days from the date of this decision make formal request that the unresolved grievance be submitted to arbitration in accordance with Article XVII. Failure of either party to meet the thirty (30) calendar days time limit shall constitute termination of the grievance and forfeiture of the right to arbitration.

ARTICLE XVII

ARBITRATION

Section 1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either the Employer or the Union within thirty (30) calendar days after issuance of the final decision shall be submitted to arbitration.

Section 2. Within five (5) working days from the date of the request for arbitration, either party shall request the Federal Mediation and Conciliation Service to provide a list of 7 impartial persons qualified to act as arbitrators. The parties shall meet within three (3) working days after receipt of such list. If they can't mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of 7 and will then repeat this procedure until one person remains who shall be the duly selected arbitrator.

Section 3. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

(1) Either party refuses to participate in the selection of an arbitrator or;

(2) upon inaction or undue delay on the part of either party.

Section 4. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

Section 5. The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. All participants in the hearing shall be in a duty status.

Section 6. The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 7. The arbitrator's award shall be binding on the parties.

Section 8. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

Section 9. Except as mutually agreed by the parties, arbitration under this Article will be conducted as oral proceedings with no verbatim transcript and no filing of briefs.

Section 10. Absent a negative arbitrator's decision upon the arbitrability of a grievance, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing. However, the parties may mutually agree otherwise in instances such as highly complex cases which would involve several days of hearings.

Section 11. Any party to this Agreement who:

(A) Refuses to present a question of arbitrability to the arbitrator, or otherwise proceed to arbitrate a grievance; or

(B) Does not proceed without undue delay to implement the arbitrator's award shall pay the total cost of arbitration.

Upon a finding by appropriate authority that the refusing party did not have a duty to arbitrate the issue or implement the arbitrator's award, the grieving party shall pay their half of the arbitration costs.

Section 12. The arbitrator has full authority to award representative fees in accordance with the standards of the Civil Service Reform Act.

ARTICLE XVIII

TRAINING AND EMPLOYEE UTILIZATION

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

Section 2. Any training given exclusively for preparing an individual for promotion or where special training is required for promotion, the recipient of such training shall be selected in accordance with the agency and CSC policies and regulations.

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

ARTICLE XIX

PARKING

Section 1. The Employer agrees to provide parking areas or spaces for employees of the Employer.

ARTICLE XXI

EQUAL EMPLOYMENT OPPORTUNITY

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

Section 2. In any case where a discrimination action or practice is found, corrective action will be taken to insure that such practice is remedied and not repeated. Reprisal against a complainant, or a witness for a complainant, is prohibited and such action may be interpreted as an act of discrimination.

ARTICLE XXII

INCENTIVE AWARDS PROGRAM

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

Section 2. The Parties will encourage employees to submit beneficial suggestions to the Incentive Awards Administrator and to discuss

prospective suggestions with their immediate supervisor. They further agree to meet as required to attempt resolution of problem areas and to further the aims of the program.

ARTICLE XXIII

FACILITIES AND BULLETIN BOARDS

Section 1. The Employer agrees to permit the Union to utilize available Civilian bulletin board space for posting information approved by the Executive Officer. A removal date will be shown on all such documents posted on Civilian bulletin boards.

Section 2. Information to be placed on Civilian bulletin boards will be posted only after approval of the Executive Officer. All costs incidental to the preparation and posting of material will be borne by the Union and such work shall be accomplished during non-duty hours.

ARTICLE XXIV

SAFETY

Section 1. The Parties agree to cooperate and support a Safety Program to provide and maintain safe working conditions and consult each other on safety problems as they arise.

Section 2. In the course of performing their regularly assigned work all employees are encouraged to observe potential hazards and unsafe practices, equipment and conditions as well as environmental conditions which may constitute industrial health hazards and report them to the cognizant supervisor, safety officer, or shop steward.

Section 3. Should an employee claim that a job to which he has been assigned is not safe or will endanger his health, he will request his immediate supervisor to inspect the job to insure that it is safe before requiring the employee to carry out the work assignment. If any reasonable doubt regarding the safety of the job remains, advice shall be obtained from the Employer's Safety Officer before proceeding.

Section 4. The Employer will furnish protective clothing and equipment when necessary and required by regulations. The Union may recommend new protective clothing and equipment and/or modification to existing equipment for consideration by the Employer's Safety Officer and such recommendations will receive prompt attention.

Section 5. The Parties will encourage employees to report all accidents immediately. The Employer will provide emergency medical services to employees injured on the job. Time spent in the Employer's dispensary by employees during working hours normally shall not be charged to leave.

Section 6. A reasonable effort will be made to provide limited duty work assignments to employees returned for limited duty by a Navy medical authority. An employee that needs to be sent home or to a hospital because of incapacitation for duty will be furnished transportation at that time by the employer if required and if his condition precludes travel by private or public transportation.

ARTICLE XXV

GENERAL PROVISIONS

Section 1. The Employer agrees that any employee within the Unit that contemplates retirement in the immediate future shall be afforded retirement counseling upon request. Retirement plans for which the employee is eligible will be explained.

Section 2. The Union will assist management in its efforts to establish an atmosphere of work such that: (1) employees will be at the job site and ready to work at scheduled starting times of shifts and conclusions of lunch periods, and, (2) employees will cooperate with the objective of rendering a full day's work for a full day's pay. It is agreed and recognized that as part of their duties, employees are expected to turn lights or air conditioning on or off, or to open or close doors and other such related functions at the beginning or ending of the work day, in order to assist management in effecting economy of operations.

Section 3. The Employer agrees that the Union may use available conference rooms or other suitable areas in the clinic during non-duty hours for the purpose of holding membership drives or meetings. The Union agrees that facilities for such drives or meetings shall be used only during such hours. The Employer agrees that space in the clinic may be used by Union representatives to hold discussions with individual employees or with Employer representatives. The Union shall arrange for use of the rooms or areas with the Executive Officer and shall conform to all safety, sanitary, and security regulations.

Section 4. During unscheduled overtime when food is not available on the job site, an employee may be dispatched by the Employer to obtain food for his fellow employees.

Section 5. Employees may review their own personnel folders, but other employees must be authorized by the Executive Officer on a need-to-know basis.

Section 6. The Employer agrees that the Union may use the Employer's mail delivery service to send notices and correspondence to Union representatives when it does not interfere or place an undue burden on the services.

Section 7. The Union agrees to support the Employer's Blood Donor, Combined Community Fund and other public service programs. The Union further agrees to support the Employer's Program on Alcoholism and Drug Abuse. The problem of alcoholism and drug abuse is recognized as one in

which both parties have an obligation.

ARTICLE XXVI

VOLUNTARY ALLOTMENTS FOR PAYMENT OF DUES

Section 1. The Employer shall deduct dues from the pay of all eligible employees who voluntarily authorize such deductions in writing and who are employees of the Unit for which the Union holds exclusive recognition, in accordance with the provisions of the Civil Service Reform Act of 1978.

ARTICLE XXVII

PUBLICIZING THE AGREEMENT

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

ARTICLE XXVIII

DURATION AND CHANGES TO THE AGREEMENT

Section 1. Duration - This Agreement shall become effective upon approval by the Office of Civilian Manpower Management, and shall remain in effect for two years, except as hereinafter provided.

Section 2. Renegotiation - Either party may give written notice to the other of its intention to renegotiate this Agreement. This notice must be received not more than 105 nor less than 60 days prior to the terminal date of this Agreement.

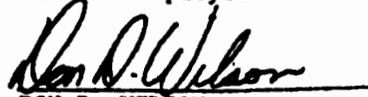
Section 3. Amendments - This Agreement may be opened for amendment by mutual agreement of the Parties. Only matters previously specified in writing shall be considered at such opening.

IN WITNESS WHEREOF the PARTIES have executed this AGREEMENT on this 13th day of December 1979.

For the Union:


DALE B. SCHAFER
Chief Negotiator

For the Employer:


DON D. WILSON
LCDR, MSC, USN
Chief Negotiator

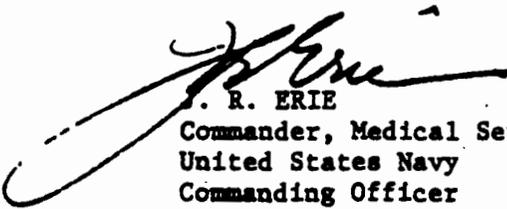
MARILYN AFFLECK
Negotiator

SUSAN RIST
LCDR, NC, USN
Negotiator

EUNICE I. CARNEY
Negotiator

BRIAN LEASURE
LTJG, MSC, USNR
Negotiator

Approved by Secretary of the Navy's letter of 2 April 1980, to be effective on 13 January 1980.


J. R. ERIE

Commander, Medical Service Corps
United States Navy
Commanding Officer
Naval Regional Medical Clinic
Quantico, Virginia 22134