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PREAMBLE

Pursuant to the policy set forth by the Civil Service Reform Act of 1978, on Federal Labor-Management Relations, the following articles of this negotiated agreement, together with any and all amendments which may be agreed to at later dates, constitute an agreement between the Marine Corps Air Station, Cherry Point, North Carolina (hereinafter called the “employer”) operating through the Nonappropriated Fund Instrumentalities (NAFI’s) Marine Corps Air Station, Cherry Point, as specified in Article 1, and the American Federation of Government Employees, AFL-CIO, Local 2065 (hereinafter called the “union”) covering all employees in the unit described in Article 1.

The parties agree that the well-being of employees and the efficient administration of the employer are benefited by providing employees an opportunity to participate, through representatives of the union, in decisions pertaining to personnel policies and practices that affect their conditions of employment.

The union recognizes that the mission of the employer through the NAFI’s is as follows:

Billeting Fund (Transient Housing). To provide clean and comfortable quarters comparable to any fine hotel for temporary duty transient and PCS military and civilian personnel.

Accordingly, this agreement prescribes certain rights and obligations of employees, the union, and the employer, and establishes procedures that meet the special requirements and needs of the employer. The provisions of this agreement should be interpreted in a manner consistent with the effective and efficient NAFI’s.

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ARTICLE 1: RECOGNITION AND COVERAGE

Section 1. The American Federation of Government Employees (AFGE) is the exclusive representative of all Non-Appropriated Fund Instrumentality (NAFI) employees of the Marine Corps Community Services Directorate (MCCS), Marine Corps Air Station, Cherry Point, North Carolina, who are located at the Marine Corps Air Station, Cherry Point, including those in Billeting except professional employees, supervisors, management officials, flexible employees with a not to exceed designation (NTE), Appropriated Fund (APF) employees, and those otherwise excluded by the statute. If this unit is modified by the Federal Labor Relations Authority (FLRA), this agreement shall apply to the unit as modified.

Section 2. As the exclusive representative, AFGE, Local 2065 is entitled to act for and negotiate agreements covering all employees in the above bargaining unit. It is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to membership in the union.

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ARTICLE 2: DEFINITIONS

1. **Day.** A calendar day (unless otherwise specified in the body of the agreement).
2. **Union Representative.** A NAFI union steward, the Union President or AFGE National Office representative appointed or authorized by the union to represent it in any representational function authorized by Chapter 71.
3. **DoD.** Department of Defense.
4. **DON.** Department of the Navy.

5. **Employee.** An employee in the bargaining unit.
6. **Manual.** Marine Corps NAF Personnel Policy Manual (MCO P5300.9_)
7. **MOU.** Memorandum of Understanding.
8. **NAFI.** Nonappropriated Fund Instrumentality.
9. **HRO.** Human Resources Office.
10. **OPF.** Official Personnel File. Where official employee personnel records are maintained.
11. **Position.** A position within the bargaining unit.
12. **RFT.** Regular Full-time employee.
13. **RPT.** Regular Part-time employee.
14. **Statute.** The Federal Service Labor Management Relations Statute, Chapter 71 of 5 USC.

ARTICLE 3: GOVERNING LAWS AND REGULATIONS

Section 1. In the administration of all matters governed by this agreement, officials and employees shall be governed by applicable law, government-wide regulations, Department of Defense (DoD), and Department of the Navy (DoN), regulations in existence on the effective date of agreement.

Section 2. 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. Regulations becoming effective after the effective date of an MOU shall be binding upon officials and employees only to

the extent that the terms of such regulations are not in conflict with that MOU.

Section 3. Whenever this agreement, or an MOU is renegotiated or renewed, it must be brought into conformance with applicable government-wide, DoD and DON regulations, and laws then in existence.

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ARTICLE 4: BARGAINING DURING THE TERM OF THE AGREEMENT

Section 1. The employer will notify the Cherry Point MCCA union Vice-President and the union Local President of policy changes originating at or above the NAFI level which give rise to a bargaining obligation under the Statute. When, during the term of this agreement, a bargaining right/obligation exists under law, bargaining shall be conducted in accordance with the following:

a. The employer shall provide fifteen (15) days advance notice of any proposed policy changes and an implementation date to the union by certified mail.

(1) Within seven (7) days after receipt of such notice the union may submit a demand to bargain, in writing, to the HRO. Within fifteen (15) days after submitting a demand to bargain the union will provide its counterproposals in writing and the names of its representatives.

(2) If the union does not submit a timely demand to bargain the employer may implement the proposed changes.

b. The parties shall jointly determine an appropriate schedule for negotiations within five (5) days of the demand to bargain.

c. Negotiations will be conducted at a suitable facility provided by the employer.

Section 2. Team members will consist of two (2) people in addition to the Chief Negotiator. Union representatives, if otherwise in a duty status, shall be authorized official time for all phases of negotiations including, but not limited to proceedings before the Federal Mediation and Conciliation Service (FMCS) and the Federal Service Impasses Panel (FSIP).

Section 3. Any agreement reached pursuant to negotiations during the term of this agreement shall be reduced to an MOU and signed by the parties. MOU's shall become a part of this agreement upon execution by the parties.

Section 4. All MOU's shall terminate with the expiration of this agreement, however, any and all MOU's negotiated during the term of this agreement will be considered past practice provided they are in conformance with applicable law and government-wide regulations then in existence.

Section 5. Past practices pertaining to personnel policies, practices, and general working conditions in operation on the effective date of this agreement will continue if they comply with applicable law and government-wide regulations and they have not been altered or addressed by this agreement.

ARTICLE 5: RIGHTS 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.

a. The union and the employer will not commit Unfair Labor Practices (ULP).

b. One of the core employee rights is to be free from coercion in deciding whether or not to join a union, or assist the union in a representative capacity.

c. Any adverse treatment, or threat thereof, of an employee because of union affiliation is an ULP.

Section 2. As provided in 5 USC 7106 (a), it is agreed and understood that rights, powers, functions, and authority of management are vested in the employer. Included, but not limited to, is the right:

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

b. in accordance with applicable laws -

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

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

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

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

(b) any other appropriate source; and

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

Section 3. The union is responsible for representing the interests of all employees in the unit. 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 in the unit or their representatives concerning any grievance, or any personnel policy or practices, or other general condition of employment.

a. For discussion with employees concerning grievances, in which the employee has not requested representation, the supervisor or manager intending to hold such a discussion will contact the supervisor of the steward or union official closest to the employee's work area to arrange the representative's release from duty. For grievances at the second and third step, contact the supervisor of the representative named by the employee.

b. For formal discussions dealing with matters other than grievances, i.e. personnel policies, practices and other general working conditions, the supervisor or manager intending to hold such a discussion will provide the union president, vice-president or chief steward, with reasonable advance notice of the meeting.

c. A union representative attending a formal discussion has the right to express the union's views.

Section 4. As required by 5 USC 7114(a)(2)(B), the employer will afford the union the opportunity to be represented at any examination of an employee in the unit by a representative of the employer in connection with an investigation, if:

a. the meeting is to ask questions in connection with an investigation;

b. the employee requests a representative;

c. the employee reasonably believes that disciplinary action may result from the meeting.

d. The representative may assist the employee in responding to questions, by asking clarifying questions or suggesting new questions. The employee and the representative may confer prior to the employee's response. A notice of the right to representation will be posted annually and maintained on all official bulletin boards.

Section 5. It is recognized that in order to maintain adequate security at its facilities, from time to time appropriate authorities will conduct inspections/searches of employees, their vehicles, or packages. Such inspections/searches will be nondiscriminatory. When the circumstances of the inspection/search entitle the employee to compensation by MCCS, such compensation will be paid as required and consistent with law and regulation. Inspection/searches will be conducted with the utmost courtesy consistent with the circumstances of the inspection/search.

Section 6. When management determines a need for appropriate authorities to search an employee's assigned desk/locker/vehicle or personal belongings, except for legitimate business reasons, the search will be conducted in the employee's presence. If the employee requests representation, the search will be suspended until the union has been afforded reasonable opportunity to be present. All packages in the possession of a MCCS employee are subject to inspection prior to the employee departing the activity.

Section 7. Prior to communicating directly in writing with employees through surveys or questionnaires regarding general 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 8. Employee representatives of the union may solicit on behalf of the union during the non-work time of the representatives and employee(s) involved. The union may distribute literature to employee(s) in non-work areas during the non-work time (before and after working hours, lunch time and scheduled breaks). The distribution shall comply with safety and security practices and regulation. The employer agrees that management officials will not arbitrarily or capriciously remove union distributed literature.

Section 9. The union will be afforded an opportunity to make a presentation of up to fifteen (15) minutes during new employee orientation. An appropriate time will be mutually agreed to in advance.

Section 10. The employer agrees to furnish to the union, or its delegated representative, upon request and, to the extent not prohibited by law, data, to which the union is entitled under 5 USC 7114(b)(4).

Section 11. The employer agrees to furnish the union with a semiannual listing of the names, department/location and category of employment of all bargaining unit employees and a monthly listing of newly hired unit employees, their department/location and category of employment.

Section 12. The employer and the union agree to establish a Labor-Management Partnership within 180 days of the effective date of this agreement.

Section 13. The employer agrees to furnish a copy of each order and any other special policy publication that affects/pertains to bargaining unit employees as may be identified from time to time upon request.”

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ARTICLE 6: EMPLOYEE RIGHTS

Section 1. The employer and union agree that each employee in the bargaining unit has the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or the right to refrain from any such activity, and each employee shall be protected in the exercise of this 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. The employer/union agree that in the treatment of employees, all provisions of this negotiated agreement and the provisions of applicable laws, executive orders, and regulations shall be applied fairly and equitably with due regard for each employee's personal dignity and privacy. It is recognized that employees shall have access to all rights, privileges and protection that are afforded by applicable law, rule, and this negotiated agreement and that the exercise of such rights by the employee as part of the established employee and employer relations program applicable to the unit, will not adversely impact on the employee.

Section 3. While employees are encouraged to voluntarily support recognized charities, no employee will be required or coerced to contribute and no discrimination or reprisal will be taken for failure to so contribute. In any case, confidentiality of an employee's decision shall be respected. Nothing in this section will prohibit employees from taking up collections for other nonappropriated fund employees, provided such collections are nominal in value.

Section 4. Employees shall have the right to union representation when grieving under the negotiated grievance procedure, the right to represent themselves, or the right to have a union appointed attorney to represent them. When filing a complaint or appeal under any system other than the negotiated agreement procedure, employees shall have the right, in accordance with applicable law, rule, or regulation, to be represented by a representative of their own choosing.

Section 5. An employee will be permitted to contact his/her union representative during work hours to request representation under this negotiated agreement as follows:

a. The employee will notify the supervisor in advance that the employee wishes to exercise this right and the supervisor will make a determination whether the employee can be released based on the workload.

b. If the supervisor cannot release the employee, the supervisor will, as soon as possible, give the employee a “time and date certain” when the release can be accomplished.

c. The employee will notify the supervisor when the meeting is concluded.

Section 6. A tape/video recording will not be made of any conversation between a supervisor, an employee and/or his/her union representative concerning the employee’s complaint or grievance except by mutual consent of the parties involved. If a transcript or summary is prepared, the employee or representative will be provided a copy. A supervisor, an employee and/or his/her union representative shall not use concealed electronic or mechanical recording devices.

Section 7. The employer agrees that it will not knowingly direct or require an employee to take an action that would violate this negotiated agreement or law, statute, regulation, or executive order applicable to the nonappropriated fund employees.

Section 8. Where the employee is the subject of a security investigation conducted by the employer, upon completion of the investigation, or that portion of the investigation involving the employee, the employee is entitled to receive, upon request, all documentation pertaining to that investigation which concerns the employee. Portions of documentation or entire documentation which the employer cannot disclose because of the Privacy Act of 1974 or because it does not control the release of the documents, are not subject to this section. Personally identifiable information will not be released within the employer's organization except to persons having a bona fide operational need to know. Where a request for such information is made by a source outside the employer, the information will not be released unless prior written approval is obtained from the employee, or unless the employer is required by law or regulation to provide the information, or unless the request is made by a law enforcement agency. The employer will adhere to the Privacy Act and the Freedom of Information Act.

Section 9. An employee is under no requirement to report off-duty activities to the employer except as provided in the law, rules, or regulations. However, employees who regularly drive a motor vehicle as part of their employment must report convictions of moving violations, whether on or off duty.

Section 10. Whistle-Blower Protection. Employees have the right to disclose information which they reasonably believe evidences a violation of any law, rule, or regulation; mismanagement; a waste of funds; an abuse of authority; or a danger to public health or safety. Employees shall not be subject

to reprisal for the lawful disclosure of such information.

Section 11. Any investigation of a current employees' previous employment, medical, or other personal history will be limited to information which is directly related to the employee's scope of employment. Failure to provide timely (normally two weeks) information may result in termination. This will not preclude management from making and completing preemployment investigations.

Section 12. Last Chance Agreements

a. When a last chance agreement is used, the following shall apply:

(1) Employees will be informed of their rights regarding last chance agreements at the time they are requested to sign the documents.

b. In order to become effective, last chance agreements must be signed by the employee, the union representative, and a management representative.

Section 13. Employees have the right to contact their designated shop stewards, chief steward, union representatives, and/or union office during working hours. Employees must receive authorization from their immediate supervisor to leave the work site. The parties agree to encourage employees to present their work related problems to the lowest level of supervision which can effectively deal with the problems. Employees have the similar right to communicate with the appropriate member of the following offices of cognizant employers:

a. Human Resources Office.

b. An Equal Employment Opportunity Counselor. In no case

will the employee be required to discuss the details of the issue with the supervisor; however, he should notify his/her supervisor of the general nature of the issue, before taking time from work to contact their offices.

Section 14. Employees have the right to present their views to the Congress, the Executive Branch, or to other appropriate authorities without fear of penalty or reprisal.

Section 15. 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.

Section 16. Each employee is entitled to know who his/her immediate supervisor is and will have reasonable access to the supervisor during normal working times and in normal working areas. In the event an employee receives work instruction(s) from an official of the employer which conflicts with directions issued earlier by the employee's immediate supervisor, the employee may request clarification from his/her supervisor if readily available. If the supervisor or his/her assistant is not readily available, the employee will follow the instruction(s) given and provide his/her supervisor an explanation at the first opportunity. Under normal circumstances, other supervisors beside the employee(s) immediate supervisor, will not instruct employee(s) to perform any work; but, will go through the employee(s) immediate supervisor to have the work performed.

Section 17. Unit employees will not be held liable for government property except where the loss, damage, or destruction of such property is the result of negligence or willful misconduct on the part of the employee.

ARTICLE 7: RECORDS

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

Section 2. Access to Records

a. Upon reasonable request of the employee or his/her representative, the HRO will provide without cost to the employee a copy of any document(s) in the OPF not restricted by law or regulation. The employees are encouraged to safeguard and maintain copies of documents provided them as a result of personnel actions affecting their employment, thereby minimizing the need to request any additional copies.

b. 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.

c. Employees are encouraged to review their personnel files and keep them up-to-date.

d. Upon reasonable request of the employee concerned, his/her OPF will be made available to him/her, or to his/her union representative. The OPF cannot be removed from the HRO and must be reviewed at that location. An appointment will be made with the HRO by the employee or the designated representative to facilitate such request. A reasonable amount of official time may be given for this purpose if the employee is otherwise in a duty status.

Section 3. Outdated Records. 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. Derogatory material of any nature which might reflect adversely upon the employee's character or career will not be placed in the OPF without his/her prior knowledge.

ARTICLE 8: EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The employer and the union agree that discrimination in employment because of race, color, religion, sex, national origin, handicap, age, sexual orientation, as these terms are defined by appropriate law and regulation is prohibited. Sexual harassment is also a form of discrimination and the employer and the union agree that all personnel will work toward its prevention.

Section 2. The NAFI's will be part of the Command's Equal Employment Opportunity (EEO) Program and will follow appropriate DON instructions and the Command's EEO directives.

a. A copy of the discrimination complaints procedures will be maintained on official bulletin boards.

Section 3. 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.

a. Employees seeking assistance will be advised concerning the procedures involved in processing an EEO complaint.

b. An employee's representative who has been designated in writing in an EEO complaint will have the same access to information as the complainant.

c. The HRO will provide employees reasonable access

to the Command's approved Affirmative Action Plan (AAP), if any.

Section 4. The union may have a member, selected by the union, on the Command's Special Emphasis Committee.

Section 5. EEO Counselors, properly trained in accordance with appropriate regulations, will be made available and accessible to employees on duty time if otherwise in a duty status. A list of counselors, along with their work locations, telephone numbers and other pertinent information will be posted on official bulletin boards.

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ARTICLE 9: OFFICIAL TIME AND UNION REPRESENTATION

Section 1. The union officers and stewards of the union shall be delegated by the union. These union officers and stewards shall be recognized as employee representatives. Unless official time has been authorized by the statute or this agreement and approved according to the procedures of this article, representational activity shall be performed on the non-duty time of the employees delegated.

a. The official time must not be used for purposes prohibited by Title 5 United States Code, section 7131(b) of the statute which are:

- (1) solicitation of membership;
- (2) elections of labor organization officials;
- (3) collection of dues, and

these activities performed by the employee shall be per

formed during the time the employee is in a non-duty status.

b. Where official time is authorized by step 2 and step 3 grievances, presenting party grievances, attending formal discussions, arbitration proceedings, and presenting ULP cases, the delegated union steward will be the employee's representative.

Section 2. If otherwise in a duty status, recognized representatives will be afforded a reasonable amount of official time to:

a. discuss and investigate specifically identified complaints of employees with respect to matters covered by this agreement;

b. prepare and present grievances under the negotiated grievance procedure;

c. prepare and present a reply to a proposed disciplinary or adverse action;

d. respond to grievances against the local initiated by the activity;

e. attend formal discussions as provided by 5 USC 7114(a)(2)(A);

f. 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;

g. attend meetings arranged by management;

h. prepare and present a grievance at an arbitration hearing (Article 35);

i. prepare and present workers' compensation appeals (Article 28);

j. participate in partnership meetings.

k. prepare and present unfair labor practice cases concerning the union and management; and

l. perform those functions stated elsewhere in this agreement for which official time has been expressly provided.”

Section 3. The employer agrees that reasonable time off during working hours will be authorized, without loss of pay or benefits, to permit union representatives who are employees of the activity to perform representation duties as authorized by this agreement. It is understood that stewards will normally be employed in the area they are designated to represent.

Section 4. The union agrees that only one delegated representative may be on official time to represent the union or employees in the performance of a representational function at any given time except when there are multiple representational functions being performed at the same time, or when more than one representative has been expressly provided by this agreement or the statute.

Section 5. Within 30 days after the effective date of this agreement, the union will provide the HRO with a current list of delegated representatives in each NAFI, who are delegated to represent the union on HRO matters. Thereafter, the union will provide written notice to the HRO in advance of the

effective date of any changes in the lists of delegated representatives.

Section 6. Union representatives must seek and obtain the approval of his/her immediate supervisor before engaging in a representational activity on official time.

a. If the immediate supervisor is unavailable due to unforeseen circumstances, leave, etc., the union representative will seek permission from the assistant supervisor or his/her designee and if any of these management officials are unavailable the representative will proceed up the chain of command to the next level of supervision for permission to engage in a representational activity on official time.

b. Representatives will advise the supervisor of the reason for which the official time being sought, the approximate amount of official time needed, and where he/she may be reached. Representatives will not be required to disclose any confidential information or evidence to the merits concerning matters for which official time is being requested but must provide enough information to permit the supervisor to determine that requested official time is reasonable and appropriate under this agreement.

c. Prior to meeting with a union representative during working hours an employee must seek and obtain approval of his/her immediate supervisor or assistant supervisor. The union representative must assure his/her supervisor that such agreements have been made before the representative leaves their job. Upon entering a work area other than their own to meet with an employee, the representative (regardless of his/her official time status) shall advise the immediate supervisor (or the designee) of their presence, the employee to be contacted and the estimated duration.

d. To minimize the amount of employee absences from assigned duties, contacts between an employee and a representative during working hours will normally take place at or near the vicinity of the employee's workplace. The employee's supervisor will arrange a suitable place for the employee and the representative to meet.

e. The supervisor or designee 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 HRO, Director or designee.

f. Union representatives will return to duty after completing their representational activities and advise his/her immediate supervisor of his/her return.

g. If an assigned steward lacks the expertise or is unable to perform an authorized function because of absence, operational considerations or because of legitimate conflict of interest between the grievant and the steward, the union president or designee, will assign the next closest AFGE steward or officer to represent the employee.

Section 7. When delegated employee representatives are to be accompanied by non-employee or representatives of the local, district, or national offices of the union in meetings with management officials, the management official will be notified.

Section 8. An employee's use of official time to carry out representational functions shall not influence his/her performance appraisal.

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ARTICLE 10: EMPLOYMENT AND PLACEMENT

Section 1. Definitions

a. **Area of Consideration.** The area in which the search for highly qualified applicants is directed (i.e., where it is anticipated that qualified applicants can be located, where vacancy announcements are distributed, and from which applications will be accepted).

b. **Rating and Ranking of Applicants.** A process of assessing qualifications of applicants for a vacancy, and the degree to which they possess the qualifications needed for successful performance in the job being filled.

c. **Qualified Applicants.** Those applicants who meet the basic qualifications for the position as indicated in the position description and vacancy announcement.

d. **Best Qualified Applicants.** Those qualified applicants who rank at the top when compared with the other qualified applicants. They are normally the only applicants referred for selection.

e. **Referral List.** An alphabetical listing of qualified applicants being referred for selection. The list remains valid for up to 6 months for use in filling the same position again or similar positions without further competition.

f. **Promotion.** A promotion occurs when an employee is moved from a position in one Pay Band or grade level to a higher Pay Band or grade level with an increase in pay.

g. **Temporary Promotion.** A temporary assignment of a qualified employee to a higher Pay Band or grade level for a specified period with a predetermined not-to-exceed date with a temporary increase in pay.

h. **Target Grade/Pay Band Level.** The full performance grade or Pay Band level of the position.

i. **Reassignment.** Employee requested or management initiated actions that move employees within their same Pay Band or grade level to a different position, for which qualified. Management retains the right to reassign employees at its discretion; however, reassignments will be based on legitimate business reasons.

Section 2. General

a. It is the policy of the employer to fill all positions in the bargaining unit with the best qualified candidates for the positions and to ensure that employees receive fair and appropriate consideration for advancement and development opportunities. Filling of positions outside the bargaining unit is not within the coverage of this article.

b. All positions in the bargaining unit will be filled in accordance with this agreement subject to governing laws and regulations. Outside promotional applicants who apply for positions in the unit must be evaluated by the same criteria as bargaining unit employees.

c. The employer retains the right to use any lawful means, subject to this agreement for filling positions either concurrently or in lieu of competitive procedures.

d. One of the purposes of competitive staffing is to provide an incentive for employees to improve their performance and develop their knowledge, skill and abilities for promotional opportunities.

e. Vacancies may also be filled on a temporary basis by detail and temporary promotion in accordance with Article 11.

Section 3. Categories of Employment. Employees will be categorized as follows:

a. **Regular Employees**

(1) Regular full-time (RFT). These are employees in continuing positions who work on a scheduled basis of 35-40 hours per week.

(2) Regular part-time (RPT). These are employees in continuing positions who work on a scheduled basis of 20-34 hours per week.

b. **Flexible Employees.** These employees who serve in continuing or temporary positions on a scheduled or on-call basis, up to 40 hours per week.

Section 4. Probationary Period

a. A probationary period is required for a person appointed to a regular position. This constitutes a trial period to determine the employee's effective level of performance and overall fitness and suitability for continued employment.

b. All newly appointed regular employees will be subject to a 1-year probationary period.

c. Time spent as a flexible employee, which immediately precedes the conversion to a regular employment category, will be creditable toward completion of the probationary period if the regular assignment is one involving the same or similar duties.

d. The probationary period may be extended in cases where employee absence has prevented the supervisor from properly evaluating their qualifications for continued employment. Such extension shall be in writing and

limited to a period equal to the duration of the employee's absence.

Section 5. Application of Competitive Procedures. Competitive procedures will apply to the following actions and all promotions (unless excluded in Section 6 below):

- a. temporary promotion of more than 180 days;
- b. selection of an employee from another DoD NAFI to a higher Pay Band level or graded position;
- c. reinstatement of a former and otherwise eligible employee to a regular position at a higher Pay Band level or grade than that previously held under a non temporary position;
- d. filling of positions subject to spouse, veterans, or transitional assistance preference.

Section 6. Exclusions to Competitive Procedures. Competitive procedures do not apply to:

- a. reassignment of a qualified employee to another position within the same Pay Band or grade level;
- b. promotion resulting from the upgrading of a position due to the issuance of a new classification standard or the correction of an initial classification error;
- c. promotion of an employee whose position is classified at a higher grade or classification level due to accretion of duties when (1) the employee continues to perform the new duties as well as those of the former position, (2) the addition of new duties and responsibilities does not impact on the grade or classification level of another encumbered position, and (3) the employee meets all requirements for promotion to the position;

d. promotion of an employee in a position with Known Promotion Potential (KPP) when competition was held at an earlier date;

e. temporary promotion of 180 days or less to a higher grade or classification level;.

(1) A temporary promotion shall not be used as a means of training or evaluating an employee in a position at a higher grade or classification level;

(2) A temporary promotion may be made permanent without further competition only if it was originally made under competitive procedures and the fact that it might lead to a permanent promotion was known to all potential applicant.

f. detail (temporary assignment) to another position at the same or lower grade or classification level;

g. re-promotion of an employee who was demoted through no fault of the employee and not at the employee's request, to a grade or classification level no higher than that from which demoted;

h. transfer, transfer of function, or reinstatement of a NAF employee to a position with higher potential which is no higher than (or has the same potential as) the last held continuing position;

i. reassignment or change to lower grade or level of a current employee to a position with no higher potential than the currently held continuing position;

j. employee requested or management initiated actions that move current MCCS employees within their same grade or classification level to a different position for which they are qualified;

k. placement of an individual with statutory return rights or placement of an employee who did not receive proper consideration in a prior competitive action due to a procedural, regulatory or program violation;

l. recruitment of flexible positions;

m. placement of an employee from a flexible employment category to a part-time or full-time employment category when prior competition was held and all potential applicants were made aware that the position may lead to a change in their employment category;

n. candidates eligible for appointment under authorized special employment programs such as the handicapped and disabled;

o. involuntary separated DoD NAF employees on the Reemployment Priority List (RPL), up to and including the grade or classification level of the position from which separated;

p. conversion to NAF employment of an employee in a public or private enterprise performing a function for or on behalf of the MCCS, whose function is now to be performed in the NAFI;

q. placement required by final decisions of disciplinary action appeals, Equal Employment Opportunity Commission, courts of law, or arbitrators.

Section 7. Vacancy Announcements

a. When a vacancy is advertised, the announcement will be posted on official bulletin boards in the appropriate area of consideration. Copies will be distributed to department heads

in the area of consideration for dissemination to employees. Competitive announcements will be open for not less than 10 days. Noncompetitive announcements will be open for not less than 5 days. Open continuous announcements will also be advertised for not less than 10 days on official bulletin boards.

b. Cancellation of an announcement will be publicized in the same manner as announcements.

c. A copy of vacancy announcements and cancellation notices will be provided to the union.

d. The minimum area of consideration for competitive announcements will be no less than the bargaining unit.

Section 8. Contents of Vacancy Announcements. Vacancy announcements will include at minimum:

a. announcement number (if used), opening and closing date, type (competitive or noncompetitive) and EEO statement;

b. title, series and grade/Pay Band level of position, wage/salary, number of positions, if more than one, and known promotion potential, if any;

c. organizational and geographic location of the position(s);

d. area of consideration;

e. brief statement of duties;

f. minimum qualification requirements and any special requirements;

g. knowledge, skills, and abilities against which candidates will be evaluated;

h. where and how to apply.

Section 9. Acceptance of Applications

a. Applicants should submit an application/resume. The application/resume must describe all experience, education, and training to indicate ability to perform duties specified in the announcement.

b. Properly completed applications/resumes will be accepted from all eligible candidates provided they are received on or before close of business on the closing date at the location designated in the vacancy announcement.

Section 10. Evaluation, Certification, and Selection of Applicants.

a. Competitive Procedures

(1) Applicants will be evaluated by the HRO to determine if the applicants meet the minimum requirements for the vacant position.

(2) Qualification standards will be those listed in the announcement.

(3) When five or fewer applicants meet the basic eligibility requirements for the position(s) being filled, all such basically qualified applicants may be referred to the selecting official without further rating or ranking.

(4) When more than five applicants meet the basic eligibility requirements for the position being filled, such applicants shall be further evaluated, i.e., rated and ranked according to Knowledge, Skills, and Abilities (KSA's), to determine which applicants are best qualified for the position and a referral list compiled. The selecting official will determine the

number of best qualified candidates to appear on the referral list based on the number of qualified applicants for the position and the number of positions to be filled. Candidates will be listed in alphabetical order on the referral list. The referral list, along with the resumes will be forwarded to the appropriate management official for review.

(5) Interviews are optional. However, if one referred applicant on a list is interviewed all applicants on the list will be interviewed in person or by telephone unless not reasonably available.

(6) Except to the extent a candidate is entitled to preference as a military spouse, or transitional military/spouse, selecting officials are entitled to select any candidate on the referred list or to non select all candidates. If the selecting official does not select all candidates he/she may request candidates from other authorized sources or consider such candidates concurrently.

(7) The HRO will notify the selectee after the final decision has been made. The HRO will also notify, in writing, all applicants listed on the referral list not selected. Selecting officials are not required to justify their selection decisions to non-selected candidates. Non-selection, itself, is not a grievable matter.

(8) Employees selected for promotion will normally be promoted no later than the beginning of the second pay period after their notification of selection by the HRO.

(9) When the effective date of two or more personnel actions affecting an employee's pay occur at the same time, the HRO will process the actions in the order that gives the employee the maximum benefit.

Section 11. Information Available to Employees. Upon request, and at a time mutually agreeable to the employee's supervisor and the HRO, an employee applicant will be shown any record of production or supervisory appraisal or past performance which has been used in considering the employee for promotion. An applicant is not entitled to see records of another applicant except as authorized by law or regulation.

Section 12. Matters of employee dissatisfaction concerning basic eligibility and rating determinations will be addressed to the HRO Director in writing within 15 days after notice concerning selection. Within 15 days after receipt of the employee's request, the HRO Director or designee will meet with the employee and representative, if designated, to discuss the matter. The HRO Director will issue a final decision in writing within 15 days after the discussion.

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ARTICLE 11: DETAILS AND TEMPORARY PROMOTIONS

Section 1. Details and temporary promotions are necessary to maintain personnel levels during absences of incumbents, special events and pending filling positions by announcement.

The parties agree that when such actions are necessary, they will be taken for legitimate business reasons and in accordance with this agreement.

Section 2. Details. A detail is a temporary assignment of an employee to a position different from his/her regular assignment for a specified period with the employee returning to his/her regular duties at the end of the detail.

a. In accordance with MCO P5300, a detail may not exceed one (1) year. Details to perform duties that have not been classified as to Pay Band or grade level are limited to one hundred and twenty (120) days. Upon classification, the detail may be extended up to one (1) year.

b. In accordance with MCO P5300, Pay Band employees may not be detailed to a higher Pay Band.

c. Crafts and Trades (CT) employees may be detailed to a higher grade level. A detail to a higher graded position is limited to thirty (30) calendar days, except when filled using the competitive procedures of the merit staffing program. A detail extending beyond thirty (30) calendar days to a higher graded position shall be processed as a temporary promotion, with the higher pay beginning on the first day of the first full pay period after the action is approved.

d. A detailed employee shall continue to be paid at his/her regularly scheduled rate of pay.

e. In accordance with MCO P5300 Child Care (CC), Pay Band I employees may not be detailed out of their pay band. Child Care, Pay Band II employees may be detailed.

f. Details of more than thirty (30) consecutive days will be documented on the MCCS 500. Details for thirty (30) days or less will be documented by the supervisor upon request of the employee.

g. Time spent in details is considered qualifying experience and will be so credited during qualification determinations.

Section 3. Temporary Promotions. A temporary promotion is a temporary assignment of a qualified employee to a higher Pay Band level or grade for a specified period of time with a predetermined not-to-exceed date.

a. **Pay**

(1) Pay Band employees temporarily promoted to a higher Pay Band level are entitled to a minimum five (5) percent increase of base pay or the minimum rate of the higher level whichever is the greater.

(2) CT employees temporarily promoted to a higher grade position are entitled to the equivalent of a step increase in pay.

(3) CC employees (Pay Band II only) temporarily promoted are entitled to a minimum six (6) percent increase of base pay.

b. Temporary promotions of one hundred and eighty (180) days or less may be made on a noncompetitive basis. Temporary promotions originally determined to last one hundred and eighty (180) days or less and which are found to be needed beyond 180 days must be terminated and made on a competitive basis, or filled by the temporary promotion of another qualified employee for one hundred and eighty (180) days or less.

c. When it is known in advance that a temporary promotion will exceed one hundred and eighty (180) days, it must be made on a competitive basis.

d. Temporary promotions made under competitive procedures may be made for up to two (2) years.

e. An employee temporarily promoted under competitive procedures may return to his/her regularly assigned position at the end of the temporary promotion, if the promotion is not made permanent. The promotion may be made permanent without further competition only if it was originally made on a competitive basis and the fact that it might lead to a permanent promotion was made known to all potential applicants.

f. The effective date for temporary promotions will be the first day of the first full pay period after the action is approved.

g. A temporary promotion shall not be used as a means of training or evaluating an employee in a higher Pay Band level or graded position.

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ARTICLE 12: POSITION CLASSIFICATION

Section 1. Position Guides and Descriptions

a. Management will exercise its classification authority in accordance with appropriate law and regulations. Each position covered by this negotiated agreement must be current and accurately described, in writing, and classified as to the proper job title, occupational series, grade, and pay system in accordance with appropriate regulations.

b. Position descriptions will be developed for each type of position within each organization. Generally, Standardized Position Descriptions (SPD's) will be used. The position guide and description will contain at a minimum, the summary of duties, qualifications, and knowledge, skills and/or abilities

to perform the job. Copies shall be provided to the employees and will be made available to the union upon request.

c. The agency will encourage employee participation in the establishing of his/her performance standards.

d. Supervisors may direct and assign other job related specific tasks that are not reflected in the job/position description; however, should such tasks become major duties or grade controlling, the description shall be modified to reflect these tasks so that the description shall be kept current and accurate. The employee shall be provided a copy of the new position description and copies will be made available to the union upon request.

e. Employees who feel their position description is misclassified as to the title, series, or grade will first attempt to resolve the problem informally through discussions with his/her supervisor and the HRO. If the parties fail to reach an agreement, the employee may request, in writing, a formal job grading review and appeal. The HRO will advise the employee of his/her appeal rights and the procedures to be followed. The employee may be assisted in preparation of his/her appeal by a representative of his/her choosing. Copies of job grading standards, guidelines, precedent decision, and other data upon which the title, series or grade are based upon will be made available and furnished to the employee and his/her representative. The HRO will expedite a job grade appeal in a timely manner. Should the union observer interfere in any way with the audit the observer will be required to leave the audit and the audit shall continue between the employee, the classifier, and a different union observer.

f. The phrase "other job related duties" or similar phrases shall not be used in any job description for the purpose of requiring employees to perform duties on a regular and recurring basis which are not reasonably related to their major duties.

g. Any employees who believe their respective position guides and descriptions are inaccurate may meet and discuss the matter with his/her supervisor for clarification. When differences concerning the accuracy of a position description cannot be resolved between the parties (supervisor and employee), the employee may file a grievance under the negotiated grievance procedure, Article 34.

h. An employee misassigned to the duties of a higher-graded position, either at the time of hire or subsequently by a supervisor or other agency management official, may file a claim for back pay under the procedures of the regulation, rules or statutes.

i. When new grading standards are received by the employer, the HRO shall provide a copy to the union.

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ARTICLE 13: PERFORMANCE APPRAISAL PROGRAM

Section 1. Purpose. The union and the employer agree that employee performance is the key to success of the organization. The performance appraisal program will provide for evaluating employee performance based on applicable factors related to the employee's position while enhancing the efficiency of NAFI operations. It is understood that the results of performance appraisals will be used as a basis for:

- a. determining suitability of probationary employees for continued employment;
- b. determining adjustments in basic pay;
- c. taking business based actions, disciplinary actions, and other personnel actions (i.e., reassignments, promotions, demotions, details, or terminations);
- d. recognizing and rewarding quality performance (within available funds and established limits of performance awards), and determining eligibility for various other monetary awards that are directly related to performance of assigned responsibilities;
- e. training employees to improve the accomplishment of their duties and responsibilities;
- f. enhancing employee motivation and encouraging excellence in job performance which will improve individual and organizational accomplishments;
- g. reducing pay for employees with unacceptable performance;
- h. within-grade increases (CT employees only).

Section 2. Each performance appraisal report will be discussed with the employee, and the employee will be given an opportunity to comment thereon in the space provided for this purpose. The employee will acknowledge this discussion by signing the form. The employee's signature will indicate only that the rating has been shown to and discussed with the employee and will not necessarily indicate the employee's agreement with the rating or appraisal. A copy of the appraisal report will be provided to the employee.

Section 3. Definitions

a. **Factor Rating.** A rating assigned to each of the rating factors on an appraisal form which the final rating of record will be determined.

b. **Final Rating of Record.** The final approved supervisor and reviewer assessment of how well the employee performed during the rating period.

c. **Progress Review.** The progress or midyear review is the assessment by the supervisor of the employee's performance to date. The primary purpose of this review is for a discussion between the supervisor and the employee on how well the employee is meeting performance expectations. This review shall be completed approximately halfway through the performance appraisal period.

d. **Performance Appraisal Period.** The period of time (normally one year) during which an employee's performance will be reviewed and a final rating completed.

e. **Performance Award.** A cash award or time off with pay award based upon the employee's performance rating.

Section 4. The Process

a. **Orientation.** New employees will be provided with a copy of the appraisal form as part of their orientation, and provided with a complete explanation of its use and importance to their work with the organization.

b. **Business Based Action (BBA).** Employees who are not provided with performance appraisals, and/or who do not have current and valid ratings, are afforded presumptive rat-

ings of satisfactory for BBA's. Such ratings remain in place until a new rating is given and in place for the required 120 days for BBA usage.

c. **Frequency.** An employee's performance may be re-evaluated at any time it is determined by management that changed performance requires such reevaluation; however, in taking BBA's, performance appraisals used to arrive at such decisions must be at least 120 days old (i.e., have been signed/certified 120 days prior to the formal announcement of management's decision to take a BBA). Where the current performance appraisal is less than 120 days old, the next most recent rating of record will be used.

d. Annual performance ratings are good for a period not to exceed 12 months from the date of formal approval. Earned ratings expire in 12 months unless replaced with newly earned and assigned ratings.

e. A Pay Band employee may receive a Pay-Adjustment-In-Place, based on performance, at any time deemed appropriate and the employee need not be formally reevaluated, but the reasons for the award shall be approved by the authorizing official.

Section 5. Performance Appraisal Process

a. All employees must be appraised at least annually.

b. The overall rating must take into account any earlier appraisals prepared for details of temporary assignments lasting 120 days or longer or appraisals completed as a result in change of supervision.

c. The supervisor or subsequent reviewer(s) may make

separate recommendations for performance awards or personnel actions.

d. The final rating and any recommendations may not be communicated to an employee before the approval by the reviewer.

e. The supervisor and reviewer will sign and date the completed form prior to discussing it with the employee. The employee will acknowledge this discussion by signing the form. The original final appraisal will be maintained in the OPF and a copy provided to the employee for his/her own records.

f. An employee must normally be in a position for at least 120 days to be rated.

g. An employee whose performance falls below satisfactory during the rating period will not receive an unacceptable rating of record on the performance rating form. The unacceptable performance procedures of Section 6 will be utilized.

Section 6. Unacceptable Performance. Regular non probationary employees shall not be terminated or be subject to any other disciplinary action based on unacceptable performance until given a Letter of Caution and an opportunity to improve.

a. A Letter of Caution reflects written concern by management about the unacceptable performance of the employee. It is a non disciplinary action which is neither grievable nor appealable; however, the employee may respond to the supervisor, orally or in writing, to the stated performance shortcomings. If such views are presented orally, any discussion is not deemed a formal discussion for purposes of 5 USC 7114. A Letter of Caution shall not be included in the employee's OPF

unless it is subsequently used as a basis for disciplinary action.

A Letter of Caution must:

(1) state the employee's performance shortcomings;

(2) state the standard of performance which must be met to achieve a satisfactory level;

(3) set a definite improvement period of not less than thirty days, during which time the employee must demonstrate at least satisfactory performance or show sufficient substantial improvement to warrant continued employment;

(4) state that reasonable assistance will be offered by the employee's supervisor;

(5) state that the improvement must be sustained;

(6) state that failure to improve may result in demotion or removal.

b. If, upon completion of the trial period the employee's performance meets the standards established in the Letter of Caution, the employee will be notified in writing. This written justification will advise the employee that similar deficiencies in performance occurring within twelve months may result in a proposed disciplinary action which may be issued without the issuance of another Letter of Caution or establishment of another improvement period.

c. If the employee fails to meet the requirements of the Letter of Caution, demotion or removal may be effected using the disciplinary action procedures of Article 33.

Section 7. Grievance Rights. A regular employee may grieve his/her overall performance rating, the rating of an

individual factor, or the supervisor's failure to provide timely appraisal of performance.

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**ARTICLE 14: TRAINING AND
EMPLOYEE DEVELOPMENT**

Section 1. Employee 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/her line of work to qualify for promotion.

Section 2. Training for all employees will be based on the needs of the NAFI without regard to race, color, religion, sex, age, national origin, sexual orientation, handicap or other non merit factor.

Section 3. The employer, in accordance with applicable regulations, will pay for the costs associated with an employee's job-related training that it requires and has approved. Employees will be in a paid status to attend.

Section 4. Employees are encouraged to use appropriate self-development opportunities related to their official duties or their career goals.

Section 5. A current list of training opportunities shall be maintained and provided to each MCCS Department. The list shall be made available to bargaining unit employees. A copy of the list will also be sent to the union.

Section 6. It is agreed that official time may be granted to union officers and stewards to attend union sponsored training to receive information, briefing or orientation relative to working conditions and of mutual concern to the parties.

a. Requests for the use of this official time will normally be in writing by the President of the union to the Human Resources Director at least 15 days in advance of the requested training and must be accompanied by such information as will permit the HRO Director to determine whether the training will be of benefit to the NAFI. A written response will be provided to the union president normally within seven (7) days of receipt of the request. It is understood that such requests will normally be approved if mutually beneficial and legitimate business reasons do not preclude the employee's release.

b. The employer will be authorized a bank of two hundred and forty (240) hours of official time per year of this agreement

for this purpose. The union may distribute the two hundred and forty (240) hours among available officials/stewards beginning with the approval date of this agreement.

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ARTICLE 15: HOURS OF WORK

Section 1. The employer is responsible for establishing the hours of work of employees subject to the requirements of applicable laws and regulations.

Section 2. Definitions

a. **Administrative Workweek.** A period of 7 consecutive calendar days of Sunday through Saturday. The hours, however, may be varied to avoid carrying fractional workdays from one workweek to the next. For example, the administrative workweek of an employee on third shift working from 2330 to 0730 may be considered to run from 2330 Saturday to 2330 the following Saturday.

b. **Basic Workweek.** The basic workweek will not exceed 40 hours and will not be scheduled over more than six of the seven days of the administrative workweek. Whenever practical, the basic 40 hour workweek will be scheduled on five days, and the two days outside of the basic workweek will be consecutive. No employee will be scheduled to report to work earlier than ten (10) hours after completion of a scheduled shift, except in special situations or events such as weather, Air Show, Marine Corps Ball, etc.

c. **Workday.** The regular workday will normally consist of eight hours of work as extended by the length of the meal period.

d. **Meal Period.** Regular meal or lunch periods will normally be established at not less than 30 minutes nor in excess of one hour and will not be considered as time worked. No employee will be permitted to work more than 6 hours without a meal period. Employees will be excused from their duties during their non-paid meal periods and will not be required to remain at their work area. Employees may be scheduled to have their meal period on the job. In such a case, the employee will be authorized a total of 30 minutes during the designated period in which they may have their meal. Such meal periods are considered time worked and will only be authorized when it is not reasonably practical or economical to provide a normal meal period. Snack bar and club food service employees are authorized three free fountain drinks daily while at work, to include breaks.

Section 3. Schedules

a. A regular employee's basic workweek will not be changed without notice of at least 72 hours before the first administrative workweek affected by the change except when shorter notice is beneficial to the employee or management. The basic workweek will be scheduled for a period of not less than two (2) weeks. The schedule containing days and hours of work will be posted in advance of the effective date and maintained as a record by the employer.

b. When it is known in advance of an administrative workweek that the specific days and/or hours of a day actually required of an employee in that administrative workweek will differ from those required in the current administrative workweek, the employee's schedule shall be changed to correspond with those specific days and hours. The supervisor shall inform the employee of the change and shall record the change on the employee's schedule.

c. The occurrence of a holiday shall not affect the designation of a basic workweek for regular full-time and regular part-time employees.

d. Unless otherwise informed, employees will be excused from their duties during their meal or lunch periods and will not be required to remain in their work area.

e. Flexible employees who are called in for special events or parties will remain in a pay status until released from duty.

Section 4. Employees, whose work requires it, will be granted reasonable time, as determined by the supervisor, before the meal period and at the close of the shift for personal cleanup and securing of employer property.

Section 5. The employer will provide a reasonable amount of time, as determined by the supervisor, for employees whose work requires them to change into and out of uniforms.

Section 6. Where appropriate and consistent with the work situation, supervisors will grant employees time during the workday for personal comfort and refreshment within the work area.

Section 7. If Cherry Point MCAS is closed down due to an act of God (natural disaster), Flexible employees will be paid for all hours in which they were originally scheduled to work on that first day.

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ARTICLE 16: OVERTIME

Section 1. Overtime will be that work defined by the Fair Labor Standards Act (FLSA) for Pay Band and CC employees and Title 5, Office of Personnel Management (OPM) Operating Manual/FPM 532-2 for CT (NA, NL) employees.

a. In accordance with the FLSA, Pay Band and CC employees shall be paid overtime pay for officially ordered or authorized work and for all work which management “suffers and permits” in excess of 40 hours in an administrative workweek, exclusive of paid leave and holidays. Compensatory time off in lieu of overtime pay may be granted to Pay Band employees upon request, if granted and taken within 30 days. Such employees will not be required to take compensatory time off in lieu of overtime pay.

b. In accordance with Title 5, CT employees shall be paid overtime pay for officially ordered or approved and performed work in excess of 8 hours in a day or in excess of 40 hours in an administrative workweek, exclusive of paid leave and holidays. Compensatory time off in lieu of overtime pay is authorized for CT employees. Such employees will not be required to take compensatory time off in lieu of overtime pay. If compensatory time is granted, it must be taken within 30 days.

c. The employer shall make every effort to approve an employee’s request to use compensatory time when requested. If the employer is unable to release the employee when requested, the employer shall notify the employee of when the time may be used, in accordance with this article.

Section 2. Assignments. The supervisor determines when overtime work is required and makes assignments of that work to employees under his/her supervision.

a. When overtime work 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. Overtime assignments will be rotated equitably among such employees.

b. When special skills 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 assignments to the employees in the needed job category who are on duty at the time. Volunteer overtime assignments will be rotated equitably among such employees. Management reserves the right to assign overtime if there are no volunteers. Management will ensure that directed overtime is assigned equitably.

Section 3. **Notification.** Normally the supervisor will notify the employees of planned overtime assignments at least 24 hours in advance of the overtime requirement. If an overtime situation occurs which precludes the normal notification, the supervisor will notify employees when he or she makes the determination.

Section 4. **Call Back Overtime**

a. An employee who is called back to work at a time outside of and unconnected with his/her scheduled hours of work within the basic workweek will receive a minimum of 2 hours of overtime pay.

b. Unless a call back overtime assignment requires special skill, familiarity with the work, or quick response, call back overtime will be rotated equitably among employees from a roster.

standby status will be paid for standby time in accordance with applicable regulations.

Section 6. The employer recognizes the need for granting employees necessary time during an overtime assignment for personal comfort and refreshment. The union and the employer agree that employees should not abuse this privilege.

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ARTICLE 17: SHIFT WORK/ESTABLISHMENT OF SHIFTS

Section 1. The employer, upon decision to add second and/or third shifts, will notify the union as far in advance as possible prior to the change. Management will determine the types, categories, positions to be assigned and the qualifications necessary to fill the positions, and inform affected employees of the shift hours, location, effective date and whether the shift assignment will be permanent or on a rotating basis, at a general meeting or by letter, as appropriate. The union will be afforded an opportunity to be represented at such meeting or will be provided a copy of the letter, as appropriate.

a. While it is understood that management has the right to assign work, it is agreed that management will ask for volunteers from among those employees equally qualified in order to staff additional shifts. If there are insufficient volunteers, management will assign employees to the shifts according to their constructive service date, i.e., junior employees will be involuntarily assigned first.

b. From among those employees involuntarily assigned management will consider employee preferences based on car/van pool arrangements, baby sitting situations, care for

immediate family members who are ill, etc. Employees who suffer such personal hardship will so express the hardship to their immediate supervisor in writing requesting waiver of shift change. The immediate supervisor will seriously consider such requests for hardship waiver. Involuntary assignments resulting from the granting of such waivers are not subject to the grievance procedure.

c. The procedures are applicable only to the initial establishment of such shifts. Subsequent changes will be in accordance with Articles 15 and 34.

Section 2. Management agrees to provide for the rotation of those assigned to shift work when it is felt the resulting improvement of morale and efficiency would benefit all parties. Employees may request permanent assignment to a shift outside of the day shift. Such requests will be considered based on availability of position and qualification of the employee.

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ARTICLE 18: FLEXIBLE AND COMPRESSED WORK SCHEDULES

Section 1. The employer and the union agree that in some instances the use of flexible and compressed work schedules might be of benefit. When it is determined by the employer that an alternative work schedule is to be utilized the employer will notify the union in writing at which time the union, if necessary, will elect to negotiate in accordance with this agreement.

ARTICLE 19: ABSENCE AND LEAVE

Section 1. Regular employees shall be entitled to leave in accordance with this agreement.

a. The leave year for the accrual and use of leave is the 52 week period ending the last day of the last full pay period.

b. Unless otherwise required by this article, the use of the Application For Leave (SF-71) form, is discretionary with the leave approving supervisor and may always be used by the employee.

Section 2. Annual Leave

a. Annual leave will accrue to regular employees while in a pay status, excluding overtime hours worked in excess of 40 hours during the basic workweek. The maximum amount that can be carried from one leave year to the next is 240 hours. Annual leave is an earned benefit and the rate of annual leave earned depends on the employee's total length of creditable service and shall be computed as follows:

(1) employees with less than 3 years of service shall accrue 5% of the total hours in the basic workweek;

(2) employees with 3 but less than 15 years of service shall accrue 7.5% of the total hours in the basic workweek. Leave for the final biweekly period of the leave year shall accrue at the rate of 12.5% of the total hours in the basic workweek;

(3) employees with more than 15 years of service shall accrue 10% of the total hours in the basic workweek.

b. A regular employee must serve for a period of 90 days before annual leave earned during the period can be credited

to the employee's account. If the employee separates before completing the 90 days, no annual leave credit for the period will be granted. Upon separation, an employee who has completed 90 days as a regular employee will be paid for the unused accumulated annual leave credited to the employee's account.

c. Leave approving supervisors are responsible for the planning and effective scheduling of annual leave for use throughout the leave year. To the extent possible, consistent with the workload and manpower needs of the NAFI, annual leave will be scheduled at times requested by employees.

d. Annual leave requests for 3 days or less must be approved by the leave approving supervisor (or designee). Requests for such leave will be considered and acted upon in the order received, with preference going to the employee who first made the request.

e. For annual leave requests of more than 3 days, employees will give at least 5 days notice prior to the dates for which leave is requested by submitting an SF-71, to their leave approving supervisor. This notification may be waived for unforeseen circumstances.

(1) Requests for planned vacations (normally a week or more), should be submitted as early as possible. Requests for leave by SF-71 will be acted upon by the leave approving supervisor within 5 days of receipt of request.

(2) If more than one request is received on the same day, preference will be given to the employee with the greatest amount of shop/office/section seniority.

f. Approved leave will be subject to rescheduling or cancellation due to work load requirements. In such cases, reasons will submit, in writing, such requests upon their return to work

affected employees will be given as much notice as possible, normally 3 days.

Section 3. Emergency Annual Leave

a. Employees who are unable to report to work due to emergency or unforeseen circumstances are responsible, personally or through someone acting on their behalf, for notifying their supervisors (or designees) as soon as possible.

(1) Employees, such as, shift workers or those required to open an activity or who are the only employee of an activity, must make every reasonable effort to notify their supervisor (or designee) within 2 hours before the start of their scheduled shift.

(2) Other employees will cause their supervisor to be notified no later than one hour after the beginning of their scheduled starting time at work. This notification may be waived for justifiable and unforeseen circumstances.

(3) 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. Supervisors shall provide necessary phone numbers to employees.

a. 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.

b. When required by the leave approving official, employees requesting annual leave for emergency or unforeseen

(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 reasonably be expected to report for duty.

c. Employees who fail to comply with the notification requirements of this section shall be carried absent without leave (AWOL) until a determination is made concerning the appropriate leave status.

Section 4. Sick Leave

a. Regular employees shall be credited with sick leave in accordance with the manual and this agreement. There is no qualifying period for the crediting of sick leave.

b. Sick leave credits accrue at the rate of 5 percent of the total basic workweek hours in a pay status and shall be credited from the date of appointment to regular status. There is no limit on the amount of leave that may be accrued and carried forward from one leave year to another. No payment for unused sick leave shall be made to an employee under any circumstances. Upon retirement, unused sick leave shall be credited to total NAF service as appropriate.

c. Sick leave credits, including those accrued while on annual or sick leave, are credited to an employee's account at the end of the pay period in which accrued.

d. Sick leave is an earned benefit which must be granted when an employee:

(1) is incapacitated for the performance of his/her duty by sickness, or injury, or pregnancy and childbirth,

(2) is a disabled veteran receiving medical treatment or for the time necessary for making appointments;

(3) is receiving medical, dental or optical examination or treatment for the time necessary for the appointment including travel time;

(4) is required to give care and attendance to an immediate family member in accordance with the following Family Friendly Leave Act (FFLA):

(a) regular full-time and part-time employees are permitted to use a total of up to 40 hours (five workdays) of sick leave each leave year to:

(1) care for a family member who is incapacitated as a result of a physical or mental illness, injury, pregnancy, or childbirth;

(2) assist a family member who receives medical, dental, or optical examination or treatment; or

(3) make arrangements for or attend the funeral of a family member.

(b) Full-time employees who maintain a balance of at least 80 hours of sick leave may have an additional 64 hours (eight workdays) of sick leave per year for these purposes, bringing the total amount of sick leave available for family care or bereavement purposes to a maximum of 104 hours (13 workdays) per year;

(c) Part-time employees may use the average amount of hours that they are regularly scheduled each week as their yearly total of Family Friendly Leave (FFL) sick leave. Further, regular part-time employees may use as FFL an amount of hours of sick leave in excess of the above

average weekly amount as long as they maintain a sick leave balance of twice their average amount of hours that they are regularly scheduled to work each week. Under no circumstances shall a total 104 hours of FFL be exceeded during a year. (i.e., a regular part-time employee who averages 20 hours of work per week, may take 20 hours for FFL purposes during the year. Additional hours of FFL may be taken, as long as the employee maintains a sick leave balance of 40 hours. Again, an employee may not exceed a total of 104 hours of sick leave for FFL purposes per year.)

(d) the process to request/receive FFL is as follows:

(1) An FFL qualifying event occurs and the employee submits the SF 71, Application for Leave Form, or applicable leave form requesting FFL. The employee will annotate FFL and briefly describe the reason for taking FFL. For example, "Medical appointment for son."

(2) The supervisor approves/disapproves the FFL request. The approved leave request is attached to the timecard with a copy to the HRO.

e. For the purpose of sick leave, a family member means the following relatives of the employee:

(1) spouse and parents thereof;

(2) children, including adopted children and stepchildren.;

(3) parents;

(4) brothers and sisters;

(5) any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

f. Employees who are unable to report for work because of illness or injury are responsible, personally or through someone acting on their behalf, for notifying their supervisors, (or designees) as soon as possible.

(1) Reporting requirements for sick leave will be the same as those described in Section 3.a., above.

(2) In unusual circumstances, such as serious accidents or illnesses, management will exercise due consideration in enforcing the reporting requirements. Unless notification is made for more than one day, employees must contact their supervisor (or designee) within the above notification periods for each day of absence.

(3) Employees requesting sick leave in such cases will be placed in a sick leave status for administrative reasons pending his/her return to duty. Upon return to work, sick leave, if available, will be approved if the employee satisfies the leave approving supervisor that the basis for the request was valid and the employee could not reasonably have been expected to report for work. An SF-71 may be required for this purpose.

(4) An employee who fails to comply with the notification requirements of this section shall be carried AWOL until determination is made concerning the appropriate leave status.

g. Employees requesting sick leave for 3 or more consecutive days shall furnish documentation containing satisfactory evidence of incapacitation for duty during the period of absence. This documentation may be in the form of:

(1) medical certification (SF-71);

(2) certification from a physician or other health care professional; or

(3) the employee's written statement in cases where the illness was not treated by a physician and where the statement is acceptable to the supervisor.

h. Documentation in support of an application for sick leave of less than 3 workdays will normally not be required. Such documentation may, however, be required in individual cases if the supervisor has reason to believe the employee has abused sick leave privileges.

i. Approval for sick leave for medical, dental and optical appointments shall be secured in advance. Employees will make every effort to schedule such appointments at times other than scheduled work hours. Where such appointments cannot be made during employee's off duty hours, it is expected every effort will be made to have such appointments at the beginning or ending of the employee's workday to permit maximum work time.

j. Employees who are sent home by the Medical Officer due to illness will be required to furnish a medical certificate to substantiate sick leave for the day released from duty. Subsequent days of absence will be subject to the provisions of subsections g. and h. of this section.

k. Supervisors will make a reasonable effort to accommodate employees, who are under temporary medical restriction, to work within their respective work sections. Certification of such medical restriction must be in writing showing work restrictions, and length of time necessary.

l. In cases of prolonged illness when accrued leave is exhausted, requests for LWOP will be considered on a case-by-case basis by the Department Head.

m. Upon request by SF-71, LWOP, not to exceed 3 days, may be granted in lieu of sick leave by the supervisor.

n. Upon return from sick leave, employees shall be restored to the same or similar position with equivalent benefits, pay, status and other terms and conditions of employment.

Section 5. Family and Medical Leave Act (FMLA)

a. In accordance with the FMLA of 1993, employees who have worked for the employer for at least twelve (12) months are entitled to twelve (12) administrative work weeks of leave without pay (LWOP) for one or more of the following reasons.

(1) for the birth of the employee's child or to care for the child after birth, for placement, adoption, or foster care;

(2) to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or

(3) for a serious health condition that makes the employee unable to perform the essential functions of his/her job.

b. An employee may elect to substitute accrued paid leave for unpaid leave consistent with current law and governing regulations. Substitution of paid leave for unpaid leave cannot be made retroactively. Employees shall provide thirty (30) days advance notice, or as much as practical when the leave is "foreseeable". For the duration of FMLA leave, the employer must continue paying the employer's share of the group health plan on a continuing basis and the employee must continue to pay the employee share of the group health plan on a continuing basis as well as any other benefits for which the employee is responsible for. Upon return from FMLA leave, employees must be restored to the same or similar position with equivalent benefits, pay, status, and other terms and

conditions of employment. The use of FMLA leave cannot result in the loss of any employment benefit which accrued prior to the start of an employee's leave.

c. Intermittent/Reduced leave Schedules

(1) Supervisory approval is required to take leave on an intermittent basis for the reason noted in Section 1.

(2) Employees may choose to take leave on an intermittent basis when medically necessary to care for themselves or a family member where the individual's health condition itself is intermittent or where the employee is only needed intermittently because care is also provided by others.

(3) Employees must make a reasonable effort to schedule leave as not to excessively disrupt the operation of the workplace. Management may place an employee in an available alternative position for which they are qualified and where the pay and benefits are equivalent and which can better accommodate recurring periods of leave.

d. Medical Certification

(1) An employee may be required to provide medical certification from a health care provider as provided by the act.

(2) Medical certification for family members must include a statement that the patient requires assistance for basic medical, etc., and that the presence of the employee would be beneficial or desirable for the care of the individual.

(3) Medical certification for the employee's own serious health condition must include a statement that the employee is unable to perform the essential functions of his or her position. If the original medical certification is questionable, manage

ment may require an employee to provide a second medical certification at the employer's expense. Recertification may be required every 30 calendar days to attest to the continuing need for leave.

(4) If the employee cannot provide medical certification prior to the beginning of leave, the leave may be granted on a provisional basis. If certification is not provided in a reasonable amount of time, the employee may be charged with being absent without leave and management may proceed with appropriate disciplinary action.

Section 6. Court Leave. Regular employees will be authorized court leave for jury duty and witness service in accordance with the Manual and this agreement.

a. An employee who receives a court order, subpoena, summons, or any other judicial notification for jury duty or witness service for which court leave is authorized will show it to the supervisor and apply for court leave prior to the beginning date of such service.

b. The employee will obtain a certificate, signed by the clerk of court or appropriate official, showing actual days of service. This certificate will be attached to and submitted with the SF-71. Employees on court leave will receive regular pay for such time off or will retain the court fees received from the court whichever is the greater amount. If court fees are the lesser amount, such fees (exclusive of transportation and meals where separately identified or otherwise identifiable) will be turned over to the MCCS Financial Department, Attn: Payroll.

c. An employee under summons to serve on a jury or appear as a witness in a judicial proceeding for which court leave is authorized shall be granted court leave for the entire period, from the reporting date stated in the summons to the time

discharged by the court or appropriate official, regardless of the number of days actually served. If an employee is not required to report for or is excused from court for a portion of the day, he/she will be expected to report for work if the employee can report and work for two (2) or more hours or the employee may take annual leave for the period of interim excuse from jury duty. A night shift employee who performs such service during the day is entitled to court leave for the regularly scheduled night tour, and, if entitled, to the night differential.

Section 7. Military Leave

a. RFT civilian employees who are members of Reserve Components of the Armed Forces of the United States, including the National Guard, are entitled to excused absence up to a maximum of 15 calendar days per fiscal year without loss of pay, time, or performance rating when called to active duty or active duty for training. Any part of this excused absence that is not used in any given fiscal year accumulates for use in succeeding fiscal years, not to exceed a 15-day maximum carry over. Therefore, an eligible employee could have a maximum total of 30 days credit for use during a fiscal year.

b. In the case of RPT civilian employees, the rate at which leave accrues shall be a percentage. The percentage shall be determined by dividing the number of hours in the RPT employee's regularly scheduled workweek by the total number of hours that constitutes the normal full-time workweek of the employing NAFI.

c. RFT and RPT civilian employees who are called to active duty for the purpose of providing military aid to enforce the law may be granted additional military leave not to exceed 22 workdays in a calendar year. These employees shall be granted leave upon presentation of competent orders. Compensation other than travel, transportation, or per diem allow

ance received by an employee for such military service shall be credited against the pay due an employee with respect to their NAFI position for such period of military service. Military leave is to be granted only for workdays; the NAFI civilian pay of the employee shall be reduced only by the amount received for military service performed on a workday. The NAFI civilian pay shall not be reduced by any amount an individual may receive for the days that are not workdays.

d. **Application For Military Leave.** Military leave will be granted upon presentation of an SF-71, and orders to active duty, active duty training, or orders to provide military aid to enforce the law. Military leave should be requested as far in advance as circumstances permit. If received by the employee prior to departure, a copy of the orders will be attached to the SF-71. Upon return from military leave, the employee must submit a copy of his/her original orders to active duty, or original orders to provide military aid to enforce the law, to his/her supervisor. The orders will be sent to the MCCS Financial Department, Attn: Payroll Office, to support the leave application. The orders, signed by competent authority, must show the date reported and the date released. In case of orders for the purpose of providing military aid to enforce the law, the amount received (less allowances) shall be turned in to the MCCS Financial Department with a copy of the orders. The MCCS Financial Department will send a copy of the receipt issued to NAF Payroll.

e. Leave without pay may be granted employees for other types of military services in accordance with the Manual.

Section 8. Leave Without Pay (LWOP). LWOP may be granted to an employee for reasons which are considered to be within the best interest of the NAFI and in accordance with current rules and regulations. The request for LWOP will be in

writing to the NAFI head. LWOP will normally not exceed one year except for military service. Upon completion of LWOP, return to the former position or a comparable job is normally assumed within the same NAFI which granted the LWOP. Employees in an approved leave without pay status shall accrue all rights and privileges with respect to retirement status and coverage under the Employees Group Life Insurance and Health Benefits Program, in accordance with applicable laws, regulations and documents.

Section 9. Regular Commission or Incentive-Paid Employees. These employees are covered by the same annual and sick leave policy which applies to regular employees. However, the computation of leave benefits shall be on the basis of hourly pay rate equivalents derived from the application of classification standards to the job. Employees' wage rate step of currently authorized wage schedule for the appropriate job grade will be used in determining the base rate for computing leave benefits.

Section 10. Holidays. Employees shall not be charged leave for absence on holidays. Failure to report for work on a holiday when scheduled to do so, however, shall be treated that same as any other unauthorized absence.

Section 11. Absences of Short Duration. With respect to tardiness and brief absences, supervisors may:

- a. excuse employee absences of not more than 30 minutes;
- b. permit the employee to take annual leave, or approve a request from the employee for LWOP (employees will not be required to perform any work while in an approved leave status); or,

c. if the absence is not excused, or appropriate leave approved, the employee will be placed in an absence without leave (AWOL) status for the period of the absence (AWOL is charged for the exact number of minutes).

Section 13. **Blood Donor Program.** Employees participating in the blood donor program will be excused for maximum of four (4) hours on the days such donations are made. Employees who require more time for recuperation will be granted up to an additional four (4) hours upon recommendation of a medical official. Employees will present their donor card to their supervisor to verify the donation.

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ARTICLE 20: FLEXIBLE EMPLOYEES

Section 1. General. Flexible employees are employees who serve in either continuing or temporary positions on a scheduled or on-call basis, up to 40 hours per week.

a. Flexible employees will be furnished a copy of the description of the position to which assigned at the time of assignment and told of the general conditions of their employment.

b. Flexible employees are subject to the Performance Appraisal Program and shall be completed annually.

c. Flexible employees may not participate in the leave, insurance and retirement programs.

d. Flexible employees shall be authorized a reasonable number of unpaid days off from their schedule for personal, emergency, and vacation purposes. Supervisors will make a reasonable effort to schedule such time off at times requested by the employee, consistent with manpower and workload

requirements and provided reasonable notice is given by the employee.

Section 2. Termination. Except for unforeseeable circumstances or disciplinary reasons flexible employees will be given at least three (3) calendar days notice of termination. Termination of flexible employees for disciplinary reasons will be supported by proper evidence. Termination of a flexible employee is not subject to the grievance procedure.

Section 3. Consideration for Full-time and Part-time Positions

a. Flexible employees that have been employed for at least one year with no break in service, work an average of 30 hours (1560/yr) or more a week for twelve (12) consecutive months, and have a performance rating of satisfactory or better shall be considered for any full-time or part-time position that becomes available in the Department they are currently working. In the absence of a performance appraisal the employee will be given a presumptive rating of satisfactory. Performance appraisals must be at least 120 days old.

ARTICLE 21: TIME CARDS AND TIMELY AND PROPER COMPENSATION

Section 1. Employees will be paid in accordance with the applicable law and regulations.

Section 2. The employer will not require employees to sign timecards having incomplete time keeping entries for the workweek except when holidays or other special events require that timecards be submitted prior to the end of the workweek.

Section 3. It is the responsibility of the employee to ensure their timecards are accurate and complete. Hours of work may be entered on the timecard by an appointed timekeeper. Management will not fill out an employee's timecard unless the employee is on scheduled leave.

Section 4. The employer will not allow altering of a time card for the purpose of not showing earned overtime or other earned compensation.

Section 5. Changes made on an employee's timecard after the employee has signed it should be shown to, and initialed by, the employee before sending the timecard to payroll.

Section 6. Employees are entitled to timely receipt of all compensation earned by them. If on payday, an employee does not receive all compensation earned and due because of an error attributable solely to the employer, the immediate supervisor shall, at the employee's request, notify the Payroll Office to expedite payment to the employee.

Section 7. Upon approval of the contract, all employees will be required to participate in direct deposit.

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ARTICLE 22: WAGE SURVEYS

Section 1. The union has the right to participate in local wage surveys as provided for in the Office of Personnel Management (OPM) Operating Manual for Nonappropriated Fund.

Section 2. All data collected by joint union-management teams will be presented to the Local Wage Survey Committee.

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ARTICLE 23: PAY AND BENEFITS

Section 1. This article covers the pay and benefits of employees in the NAF Pay Band Systems, Crafts and Trades positions, and the Pay Band Program for child care operations.

a. **Pay Bands.** Each pay band level will have a minimum and maximum pay range or pay band. The minimum and maximum rates of pay for the NF-1 and NF-2 levels and the minimum rate of pay for the NF-3 level will be based on the UA-8, step 10 pay schedule. There are no steps within a pay band. NAF pay band ranges will be those established by the DoD NAF Wage Fixing Authority in connection with the annual wage survey.

b. **Pay Adjustments.**

(1) The pay of a pay band employee may be increased to any amount within the assigned pay band up to the maximum rate at any time deemed appropriate. Normally, pay increases will be based upon but not limited to assignment to higher level duties within the same pay band level, promotion to a higher pay band level, sustained superior performance, comparability, or retention of a valued employee.

(2) Pay will be adjusted when, as a result of a change in pay band ranges, the basic rate of pay of an employee falls below the minimum of the range.

c. **Promotions.** Pay band employees promoted (including temporary promotions) to a higher Pay Band level will receive a minimum five (5) percent pay increase or the minimum rate of the higher level whichever is greater.

d. **Initial Hire.** The pay of newly hired employees may be set anywhere within the pay band range of the assigned Pay

Band level. Pay will normally be determined by the local competitive market, recognition of the candidate's existing pay, unusually high or unique qualifications, or a special need of the NAFI for their services.

e. **Training Wage.** The pay for initial employment of untrained employees entering the work force at the NF-1 level may be below the minimum rate of pay for the NF-1 level. The rate of pay may not be lower than the applicable minimum wage and may only be paid for a maximum of three (3) months, at which time the employee will be moved to a rate of pay within the NF-1 level.

Section 2. Crafts and Trades (CT) Positions. CT (NA, NL) employees will be paid in accordance with OPM Operating Manual for Nonappropriated Fund Employees. Pay schedules and effective dates will be as determined by the DoD NAF Wage Fixing Authority.

Section 3. Child Care (CC) Pay Band Program

a. In accordance with the DON Pilot Program for Child Care Operations, the pay range for Pay Band CC-1 starts at a rate equal to a GS-02 step 1, and continues through a rate equal to a GS-03 step 10. The Pay Band CC-II range starts at a rate equal to a GS-04 step 1, and continues through a rate equal to the rate of a GS-05 step 10. Minimum and maximum salary rates will be adjusted annually by the same increases approved by Congress for the General Schedule.

b. The pay of a CC employee will be adjusted when, as the result of a change in pay band ranges, the basic rate of pay of an employee falls below the minimum of his/her pay band range. In such cases the employee's basic rate of pay will be increased to at least the minimum of the range.

c. The pay of a CC employee may be increased by an authorized official to any amount within the assigned pay band up to the maximum rate at any time deemed appropriate. Normally, pay increases will be based on factors such as difficulty in filling positions, qualifications of applicants, and employee performance. There are no step increases within the pay bands.

Section 4. The effective date for pay actions for onboard employees normally will be the first day of the first full pay period after the action has been approved.

Section 5. **Severance Pay**

a. Employees who have completed at least twelve (12) continuous months of service as a regular employee with one or more DoD NAFI's and who then are separated involuntarily from employment because of business based actions, base or post deactivation, or reorganization shall receive severance pay.

b. Employees who elect to terminate their employment or retire in lieu of accepting a demotion or reduction in pay due to a business based action shall receive severance pay.

c. The amount of severance pay shall be 1 week's basic pay for each year of continuous regular service with 1 or more DoD NAFI's up to 4 years of service, for a maximum of 4 weeks of pay. This pay shall be based upon the number of hours regularly scheduled to be worked during a week and at the rate received immediately before separation.

d. Time served as a regular employee with a NAFI as well as time served on active duty with the U.S. armed forces that interrupted the civilian NAFI service shall be creditable for computing entitlement to severance pay.

e. Periods of employment before separation that resulted in severance pay shall not be considered in severance pay entitlement calculations for subsequent separations.

f. Payment of severance pay, including the period of employment for which pay, will be documented on final personnel action forms and made a permanent part of the employee's OPF.

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ARTICLE 24: WITHIN-GRADE INCREASES

Section 1. Within-grade increases are applicable to Crafts and Trades (CT) employees only. To be entitled to a Within-Grade Increase (WGI) a CT employee must:

a. Have completed the waiting period required by applicable law and regulation;

b. Not have received an equivalent increase in pay during the waiting period;

c. Have a summary annual rating of at least satisfactory on his/her most recent performance appraisal and currently be performing at that level or better.

Section 2. An employee meeting the eligibility requirements for a WGI set forth in Section 1 will automatically be granted the step increase at the beginning of the first pay period following the completion of the required waiting period.

a. An employee having a rating of at least satisfactory on his/her most recent annual performance appraisal and who is currently performing at less than the satisfactory level will be issued a letter of caution, in accordance with Article 13.

(1) If, upon completion of the trial period, performance meets the standards established in the letter of caution, the WGI will be effected at the beginning of the first pay period following completion of the trial period.

(2) If the employee fails to bring his/her performance up to an acceptable level and successfully grieves any disciplinary action taken, the WGI will be retroactive to the original due date.

b. An employee under a letter of caution or advance notice of disciplinary action will not receive a WGI.

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ARTICLE 25: COMMISSIONED EMPLOYEES

Section 1. The employer agrees to furnish each employee paid by commission the tools reasonably required by the position. The employee will be required to sign for the tools provided and will be charged for the replacement of tools which are lost or damaged other than through normal wear and usage.

Section 2. Employees hired on commission (as a vending machine attendant) will be in a training status for 2 pay periods at an hourly rate. Beginning with the third pay period the employee will be paid commission. All other commissioned employees will be paid commission beginning with the first day of employment.

Section 3. Commission rates will not be changed without notifying the union in accordance with Article 4.

Section 4. It is agreed that any barber permanently assigned as a manager of a barber shop shall be removed from the bargaining unit and be designated as a supervisor or a man

agement official as appropriate. It is further agreed that the rotating of barbers is acceptable.

Section 5. Commissioned auto mechanics will be required to provide the basic tools reasonably required by the position. Special tools required to perform their duties will be provided by the employer. The employee will be required to sign for tools provided and will be charged for the replacement of tools which are lost or damaged other than through normal wear and usage.

a. Automotive mechanic commission rate is 50%

b. Grievances shall be resolved through the Negotiated Grievance Procedure.

Section 6. Management will pay a regular commission rate to a mechanic who is called back to work for any additional work required that is not directly related to the original work performed by the mechanic. If the repair is related to the original work order, no additional compensation will be paid to the mechanic.

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ARTICLE 26: IMPACT OF TECHNOLOGY CHANGE

Section 1. The employer will provide the union with advance notification of the implementation of new technology that substantially and directly impacts on working conditions of unit employees. Notification should include information as to the nature of the new technology and categories of employees that would be affected.

Section 2. Management will provide appropriate training to employees affected by the introduction of new technology. Any such training required by management shall be provided by

management at no cost to the employees in accordance with applicable regulations.

Section 3. Whenever technological change causes the abolishment of positions and the establishment of others, the employer, consistent with applicable regulations will strive to utilize the skills and abilities of those employees adversely affected by the new technology. To this end management will attempt to place adversely affected employees in existing vacancies for which they are qualified if the vacancies are to be filled.

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ARTICLE 27: HEALTH AND SAFETY

Section 1. The employer shall, consistent with applicable laws, executive orders and regulations, be responsible for furnishing to and maintaining for employee(s) places and conditions of employment that are free of recognized hazards that are causing or likely to cause work-related death, injuries or occupational illnesses to the employee(s). The union has the right to make recommendations and suggestions on problems and general interest matters to the employer through the MCCS Safety Officer concerning safety and health. The employer agrees to give such suggestions due consideration, and a written response will be provided. All employees, supervisors, and management officials are responsible for prompt reporting of observed unsafe conditions.

Section 2. No employee will be subject to restraint, interference, coercion, discrimination or reprisal for filing a report of hazardous working conditions or for participating in other authorized activities under the occupational safety and health program.

Section 3. The employer will instruct employees on applicable safety rules and regulations. All employees will comply with the applicable safety rules and regulations.

Section 4. No employee shall be required to work in areas where it has been determined that conditions exist which could be hazardous or detrimental to health without proper, personal protective equipment. The NAFI will furnish necessary protective clothing and equipment to employees performing official duties which require protective measures. The NAFI will ensure employees will use the safety equipment, personal protective equipment and other devices and procedures provided or directed by the NAFI. Employees will take reasonable care of and maintain safety and protective equipment. Fire extinguishers will be readily accessible in all work locations and will be of the class necessary to respond to the type(s) of fires which may occur at each location. All employees will be provided hands on training on the proper way to use a fire extinguisher.

Section 5. When the NAFI 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 NAFI will post a notice of hazardous conditions discovered in a work site as required by applicable regulation. The notice will be posted at or near the location of the hazard and shall remain posted until the cited condition has been corrected. Such notices shall contain a warning and description of the unsafe and unhealthful working conditions and interim protective measures. The employer agrees to initiate prompt reduction of unsafe or unhealthy working conditions at the earliest time possible. Employees exposed to conditions requiring a hazard reduction plan will be informed of the plan. Where the employer does not

have control over work location, it will protect employees by taking administrative measures.

Section 6. A work place will be inspected when a report of unsafe conditions is made or when a request to reinspect a condition under abatement or a reported serious violation is made.

Section 7. Employees will report all accidents to their supervisors at the time of the accident. If an employee is injured or becomes ill during working hours and is unable to transport themselves for emergency treatment, the employer will provide transportation to the emergency treatment center. In cases where the clinic determines an employee is incapacitated due to illness to job-related injury to the point they are unable to transport themselves home, the emergency addresses listed by the employee will first be contacted to arrange transportation home for the employee. If this is not possible or feasible due to seriousness of the ailment or injury, the employer will make every effort to provide such transportation.

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ARTICLE 28: WORKERS' COMPENSATION

Section 1. Employees are subject to the provisions of the Longshore and Harbor Workers' Compensation Act in regard to compensation for job related injuries or illnesses. The employer agrees to provide workers' compensation benefits as required by the provisions of the above act.

Section 2. The employer will post appropriate literature concerning the procedures for reporting work related injuries or illnesses on official bulletin boards.

Section 3. When an employee suffers a work related illness or injury, the employee must complete an accident report (within three (3) days) at the HRO office to allow the employer to submit the employee's claim for benefits to the workers' compensation carrier and to the Deputy Commissioner of Labor within fifteen (15) days. The necessary forms for submitting claims will be maintained and supplied by the employer. Copies of all claims and associated paperwork may be reviewed by the employee or his/her representative, designated in writing, and a copy provided upon request.

Section 4. When a supervisor becomes aware that an employee under his/her supervision has suffered a job related injury or illness, the supervisor or other appropriate individual will, in accordance with applicable regulations and this agreement:

a. Authorize immediate medical care for the employee in emergency situations (i.e. call an ambulance).

b. Notify the workers' compensation clerk at the HRO immediately, or as soon as possible after the injury or illness occurs.

c. During normal working hours, the employee will be instructed to report to occupational health for immediate treatment. If the employee wants to go to a physician in the community the employee will be instructed to report to the HRO to receive the necessary forms to authorize medical treatment by a private physician of his/her choice.

d. After normal working hours, the employee may report to the Naval Hospital Emergency Room for immediate treatment or the employee may go to a physician in the community. If a private physician is used, the employee should advise the physician that the injury or illness is job related and that the necessary forms will be obtained as soon as possible. Under

no circumstances shall the employee file charges for a job related injury or illness against his/her medical insurance.

Section 5. An employee covered by workers' compensation benefits (5 USC 8171) will, upon request, of the leave option statement, be granted full sick leave payments (rounded out to the nearest hour) from the employee's accumulated sick leave balance in an amount which, when added to workers' compensation benefits, approximates but does not exceed the employee's basic salary.

ARTICLE 29: 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 NAFI's will be serviced by the Station Civilian Employee Assistance Program (CEAP).

Section 3. Employees are assured that their job security and promotional opportunities will not be jeopardized solely by participating in the CEAP's counseling or referral service, either voluntarily or through activity directed referral.

a. The CEAP is established as a means to help employees overcome personal problems, particularly those related to drug or alcohol abuse, which are adversely affecting the employee's performance. Employees who have such problems should be encouraged to participate in the program and must not be made to feel they will be punished in any way because of their participation.

b. This does not mean that an employee who is involved in CEAP can never be disciplined for misconduct.

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.

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ARTICLE 30: PARKING AND DRIVING

Section 1. Subject to patron parking and parking spaces not otherwise reserved, employees will be afforded the opportunity of parking their private vehicles as close to their work as possible during the normal working hours of the employee.

Section 2. Employees will not be required to park their vehicles in unsafe areas.

Section 3. Parking for the handicapped will be properly displayed either with approved signs or street markings. Only those vehicles so designated as belonging to handicapped employees will be permitted to park in those aforementioned parking spaces. The number of handicapped parking spaces will be adjusted as necessary to accommodate increases in the number of handicapped employees.

Section 4. Those employees unable to locate parking spaces upon reporting to their work sites will be permitted to park on adjacent side streets and parking lots not otherwise restricted.

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ARTICLE 31: OFFICIAL TRAVEL

Section 1. The employer and the union recognize that employees may be required to travel from their official duty station on official government business and that employees will be compensated for such travel expenses in accordance with law and existing regulation.

Section 2. To the maximum practical extent, the employer agrees to schedule the travel of employees for official government business to occur within the traveler's regularly scheduled administrative workweek. When travel on official government business results from an event which cannot be scheduled or controlled administratively, such travel shall be considered hours of work for pay purposes in accordance with law and existing regulations.

Section 3. Travel claim settlement vouchers must be submitted to the MCCS Financial Department within five (5) days after completion of travel. Overpayment of travel advances must be repaid. Failure to comply with these reimbursements will result in travel advances received being deducted from the employee's pay.

Section 4. Except for circumstances beyond management's reasonable control or ability to anticipate, employees who are assigned from their present official duty station for extended (30 days or more) temporary additional duty elsewhere will be notified at least two (2) weeks in advance.

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ARTICLE 32: BUSINESS BASED ACTIONS

Section 1. Business Based Action (BBA) means an action taken for reasons specifically related to the effectiveness and efficiency of the organization. They are non disciplinary, involuntary, adverse personnel actions and will not be used to correct deficiencies in the performance or conduct of employees. BBA's will be used only for changes in the business environment, such as reorganization, realignment or disestablishment of an organization, or function, for workload reductions, for lack of funding and to maintain competitive standing or to operate in an efficient and effective manner. BBA's are applicable to regular employees (except as noted in Section 2.c) and are grievable through the negotiated grievance procedure. When employees are to be affected by a BBA, the union will be notified promptly in writing.

Section 2. Coverage. BBA's include:

- a. **Change in employment category.** Such a change from regular to flexible or full time to part time. This does not necessarily entail a change in basic pay, but does impact on total compensation and benefits.
- b. **Reduction in pay .** Resulting from elimination of duties and responsibilities not affecting the Pay Band level or from lack of funds. This subsection is not applicable to CT employees.
- c. **Furlough.** Temporary layoff (for eight (8) calendar days or more), which can be for a definite or indefinite period of time, and which can be continuous or intermittent.
- d. **Separation.** Permanent, as in reduction in force and/or furlough (temporary layoff, which can be for a definite or indefinite period of time, and which can be continuous or intermittent).

Section 3. Entitlement to Severance Pay. Employees separated through BBA's are entitled to severance pay in accordance with Article 23. An employee who elects to resign in lieu of a BBA is also entitled to severance pay since the resignation under these circumstances became an involuntary separation.

Section 4. Procedures. The head of the respective NAFI (or designee) will effect BBA's as follows:

a. **Notice.** Regular, non probationary employees will receive an advance written notice, of at least 30 calendar days of any BBA. The notice must provide the specific date, specific reasons for the action, state how and why the affected employee or employees were selected, state that there are no reversion rights and state offer of another position, if any. The notice will inform the employee of the right to grieve the notice under the negotiated grievance procedure and to whom the grievance should be addressed and provide the address and telephone number of the union. Separating employees will be provided a copy of "NOTICE TO FEDERAL EMPLOYEE ABOUT UNEMPLOYMENT INSURANCE" (SF 8).

b. **Exception.** For certain BBA's, and under certain conditions, a minimum of 24 hours notice of the action may be given. The exception may be used only for actions which reduce hours, furlough or separate employees due to unforeseeable circumstances such as:

(1) A significant reduction in the business of a NAFI because of a sudden mission change at the Station (e.g., a sudden deployment of personnel to another location).

(2) A sudden breakdown of equipment, or an emergency situation requiring immediate curtailment of activities (e.g., an act of war, extreme weather conditions).

Section 5. **Competitive Area.** The competitive area for BBA's will be MCCC wide.

Section 6. **Competitive Levels.** When two or more employees in the same category are affected by a BBA, competitive levels will be set according to employment category (i.e., RFT or RPT), title, occupational series, and grade/Pay Band level. Within each level employees will be placed in order of the last performance appraisal applicable to BBA's and by length of service within each performance category.

Section 7. **Reemployment Priority List (RPL).** Employees furloughed will be listed on a recall roster by position title and effective date of BBA for 1 year. Prior to filling listed positions by other means, affected employees will be notified by telephone and/or postal notice and given 5 days to report for duty. Those employees furloughed last will be the first to be recalled.

Section 8. The NAFI head will consider placing employees who would otherwise be removed or reduced in grade/Pay Band level as a result of the BBA in existing vacant positions within the NAFI if the employee is sufficiently qualified for the position and could be readily placed in a position without significant training.

Section 9. Employees in receipt of BBA notice shall have the right to review pertinent retention registers and applicable BBA regulations. In viewing these documents, the employee shall have the right to be accompanied by a union representative and both persons shall be afforded official time for this purpose, if otherwise in a duty status.

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ARTICLE 33: DISCIPLINARY ACTIONS

Section 1. The employer and the union recognize that the public interest requires maintenance of efficient and effective operations of the respective NAFI's through high standards of employee performance and conduct, and impartial enforcement of law, rules, and regulations; and that discipline is a managerial tool intended to correct deficiencies in employee behavior. Disciplinary actions will be timely and taken against an employee only for just cause as will promote the efficiency of the NAFI, which means the action is based on a violation of rules of conduct or on other offenses which are related to work. Discipline shall not be taken against an employee for arbitrary or capricious reasons.

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. The "Guidelines For Disciplinary Action" contained in the Manual (MCO P12000.11) may be used in selecting appropriate remedies for various infractions. All circumstances being the same, in a disciplinary action case, the concept of like remedies for like offenses will be applied. In making the decision, actions taken in similar cases must apply (e.g., the offending employees have been employed about the same length of time, hold positions of similar responsibility, have similar work records and disciplinary records, have committed the same offense and the offense has had a similar effect on the efficiency of the shop/office).

Section 3. A disciplinary action is a personnel action, involving a regular non probationary employee, or reduces the employee's basic pay or Pay Band/grade level, or places the employee in a non pay, non duty status, or separates the employee from NAFI employment, and which was effected for

cause (i.e., the disciplinary action stemmed directly from the actions, conduct or performance) related to the affected employee.

a. Disciplinary actions include: letters of reprimand, suspensions, involuntary termination or removal, involuntary demotion to a position in a lower Pay Band or grade level when taken for disciplinary reasons, and reduction in pay based on conduct or performance. Disciplinary actions will be taken for just cause.

b. The preponderance of proof in deciding disciplinary actions and any grievances thereof shall be substantial evidence.

Section 4. Procedures for processing disciplinary actions:

a. **Letters of Reprimand.** A letter of reprimand will state the reason(s) for its issuance and inform the employee of the right to grieve under the negotiated grievance procedure. A letter of reprimand will be filed in the employee's OPF for a period of two (2) years. The employee will be given a copy of all material relied upon to support the letter of reprimand. In accordance with MCO P5300, reprimands will not be used as a first offense within a two (2) year period except for like or similar offenses.

b. **Suspensions.** An employee shall be given a letter of suspension stating the specific reason(s) for and the effective date of the suspension. The letter will inform the employee of the right to grieve the suspension under the negotiated grievance procedure and to whom the grievance should be addressed and provide the address and telephone number of the union. The letter of suspension will be delivered to the employee prior to the effective date and include the material relied upon to support the reason(s) given in the notice of decision.

c. **Demotions and Termination's**. An employee will be given at least fifteen (15) days advance written notice of a decision to demote or terminate. The letter must specify the reason(s) for the action and the effective date. The letter will inform the employee of the right to grieve the action under the negotiated grievance procedure within fifteen (15) days of receipt and to whom the grievance should be addressed and provide the address and telephone number of the union. The letter will include the material relied upon to support the reason(s) given in the notice of decision.

d. **Emergency Suspension**. An employee may be placed on emergency suspension without pay, pending disciplinary action, when it is determined by a Department Head that retention of the employee might result in damage to or loss of property or funds, might be injurious to the employee or others, or might be detrimental to the interests of the NAFI or when there are justifiable reasons to believe that the employee is guilty of a crime for which a prison sentence may be imposed. In such cases, the employee will be provided at least twenty-four (24) hours advance notice, in a pay status, of the emergency suspension. If the final disciplinary action taken on an employee so suspended is less than removal, the employee will be paid for the time so suspended, less any loss of pay required by the disciplinary action. An emergency suspension without pay may be grieved under the negotiated grievance procedure.

ARTICLE 34: GRIEVANCE PROCEDURES

Section 1. The purpose of the article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. Except as provided for by law, this article shall be the sole and exclusive procedure available to the employer, the union, and employees of the unit for the resolution of grievances.

Section 2. 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;

c. by an employee, the union or the employer concerning:

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

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

Section 3. This procedure applies to all matters of concern or dissatisfaction allowable under the act, except as limited by the specific exclusions listed below:

a. suspension or removal under section 7532 of Title 5 of the U. S. Code, matters relating to National Security activities;

b. prohibited political activities (violations of subchapter 73 of Title 5 of the U. S. Code.);

- c. retirement, life insurance, or health insurance;
- d. workers compensation insurance claims;
- e. termination of probationary or flexible employees;
- f. examination, certification or appointment;
- g. the classification of any position which does not result in reduction in grade or pay of an employee;
- h. non-selection for promotion from a group of properly ranked, qualified and certified candidates;
- i. matters over which the employer does not have discretionary authority;
- j. equal employment opportunity complaints;
- k. a warning or caution, or other proposed action.

Section 4. 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. In as much 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 employees good standing, his/her performance, or his/her loyalty or desirability to the organization. A reasonable and necessary amount of time during work hours will be allowed for employees and union representatives to discuss, prepare for and present grievances. All complaints will be given careful and unprejudiced consideration and will be treated with confidentiality.

Section 5. A discrimination action may be filed under the statutory appeal procedure or the negotiated grievance procedure but not both.

a. Pursuant to the Statute, an employee shall be deemed to have exercised his/her option under this section when, on or after the effective date of the appealable action, the employee timely pursues a formal written EEO complaint or pursues a written grievance in accordance with this article, whichever event occurs first.

b. Selection of the negotiated grievance procedure in no manner prejudices the right of the aggrieved employee to request the EEOC to review the final decision in the case of any personnel action that could have been appealed to the EEOC. For the purpose of seeking review by the EEOC, the decision of the Commanding General, or his/her designee, 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.

c. Before filing a grievance which alleges discrimination, the employee must first discuss the allegation with an EEO counselor. The employee must contact the counselor within 45 days after the event causing the allegation or after the date the employee became aware of the event. Discussions between an employee and an EEO counselor do not preclude an employee from opting to select the negotiated procedure provided that such grievance is initiated within 15 days of the conclusion of the counseling.

Section 6. The only representative an employee may have under the negotiated grievance procedure is a union representative or a representative delegated in writing by the union president. An employee may pursue a grievance without union representation, but the 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 this agreement. A copy of any settlement or decision will be furnished to the union.

a. If an employee desires a union representative, and the representative is to be on official time, the representative must be an employee of the same M CCS.

Section 7. 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:

a. Step 1. Employee grievances are to be presented either orally or in writing to the employee's immediate supervisor within ten (10) days after the event giving rise to the grievance, or within ten (10) days after the date the employee reasonably should have known of the event giving rise to the grievance. The employee or the appropriate steward must clearly apprise the supervisor of the fact that a grievance is being presented. The grievance must set forth:

- (1) a summary of the relevant facts;
- (2) the provisions of the agreement allegedly violated, if any;
- (3) the relief being sought, and
- (4) whether a union representative, if any, is desired.

Within ten (10) days after receiving the grievance, the immediate supervisor shall complete such inquiry as deemed 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. If the grievance is with the employee's immediate supervisor, the grievance shall be presented to the next higher supervisor.

b. 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 the grievance in writing to the Department Head within ten (10) days after the decision at Step 1 was received by the employee. The employee's written grievance must set forth a.(1), (2), (3), and (4) above. Within ten (10) days after receiving the grievance, the Department Head will make such inquiry as deemed necessary and issue a written decision to the grieving employee and the union.

c. Step 3. If the grievant is not satisfied with the decision at Step 2, and desires to proceed to Step 3, the employee (or the employee's representative) must submit the grievance in writing to the Commanding General (or designee) within fifteen (15) days after the decision at Step 2 was received by the employee. The employee's written grievance must set forth a.(1), (2), (3), and (4) above. Within fifteen (15) days after receiving the grievance, the Commanding General (or designee) will make such inquiry as deemed necessary, and issue a decision in writing to the grievant within fifteen (15) days after the meeting. If the grievance is not resolved at step 3, the union may refer the grievance to arbitration as provided in Article 35.

d. For the purpose of this section, whenever a grievance is required to be filed with or submitted to a designated official within a specified amount of time, it shall be deemed to have been filed or delivered as of the date received by the designated official, it shall be deemed to have been delivered as of the date received by the employee.

e. Multiple grievances over the same issue may be initiated at 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.

f. Should either party fail to comply with the applicable time limits, the grievance shall proceed to the next step.

Section 8. Grievances pertaining to disciplinary actions will be initiated at the next step above the level of the official who took the action. All such grievances, however, must be in writing, contain the information required at the appropriate step and be filed within fifteen (15) days after the employee received a final decision letter in regard to the action being grieved. Once a grievance has been initiated at Step 2 or 3, as appropriate, it shall be processed in the same manner as any other employee grievance.

a. The time limits at any step of the negotiated grievance procedures may be extended by mutual consent of the parties.

Section 9. If a dispute arises between the parties, either the president of the union or the Commanding General (or their respective designees) may file a written grievance with the other party, provided such grievance is filed within ten (10) days after the event giving rise to the grievance or within ten (10) days of the date the grieving party reasonably should have known of the event giving rise to the grievance. Any such grievance must include the relevant facts, cite the relevant provisions of the agreement (including MOU's) which have allegedly been violated, if any, the relief being sought and whether or not a meeting is desired to attempt resolution of the grievance. If the grievance is not resolved within ten (10) days after it was filed or ten (10) days after a meeting, either party may refer the matter to arbitration under the provisions of Article 35. 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. If any aspect of the grievance procedure is due on a Saturday, Sunday, or a holiday, the management or union offices are closed on that day, the parties agree that the sub

mission will be due to either party on the next official administrative workday.

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ARTICLE 35: ARBITRATION

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

a. Either party may invoke arbitration on employee grievances by serving a written notice upon the employer/union that arbitration has been invoked.

(1) To be timely, such notice must be served within fifteen (15) work days after the date the decision at Step 3 was delivered to the employee. The notice shall include a copy of the request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) arbitrators.

(2) If no decision was delivered, or if the decision was delivered late, the notice invoking arbitration must be served within fifteen (15) work days after the date the decision should have been delivered to the employee.

Section 2. The party invoking arbitration shall request a meeting or confer by telephone within ten (10) days after receipt of the list to select an arbitrator. The parties will alternately strike one arbitrator's name from the list until only one name remains. A toss of a coin, or other mutually agreeable method, will determine which party will strike the first name. If either party refuses or fails to participate in the selection process, the other party may select an arbitrator from the list.

Section 3. The employer shall provide facilities for the arbitration of grievances.

Section 4. The procedures to conduct an arbitration hearing shall be determined by the arbitrator. Both parties shall be entitled to call, examine and cross-examine witnesses before 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, without charge to leave for the hearing, if otherwise in a duty status. The parties will exchange witness lists at least ten (10) days in advance of the arbitration hearing. Any conflicts concerning the direct knowledge of witnesses shall be determined by the arbitrator. Employee witnesses having a direct knowledge of the case and necessary for a full and complete hearing will be in a pay status without charge to leave to the extent necessary to permit their testimony, if otherwise in a duty status. Upon request from the union, the HRO will arrange necessary witnesses' work schedules, if practical, and place them in a duty status during the hearing. One NAFI employee designated by the union as its representative for the arbitration proceeding shall be authorized official time for the duration of the hearing as provided in Article 9.

Section 5. Neither party waives its rights to call, examine and cross-examine witnesses before the arbitrator or to present evidence acceptable to the arbitrator. The parties agree not to engage in ex parte communications with the arbitrator concerning the merits of a case.

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

Section 7. The parties concerned shall attempt to jointly frame the issues for the arbitrator. If you cannot agree on the framing of the issues, each party shall separately frame the issues and the arbitrator shall decide each issue and no other.

Section 8. No arbitrator has the authority to compel the taking of a transcript. If the parties mutually agree to the need for the transcript, the cost will be equally shared by the parties. An unofficial recording may be made by either party provided 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 thirty (30) days, if possible. Any dispute over the interpretation of an arbitrator's award shall be returned to the arbitrator for interpretation and application.

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ARTICLE 36: EMPLOYEE INDEBTEDNESS

Section 1. Except as necessary to comply with law, including court orders or applicable regulation, the employer will not disclose, without the consent of the employee, any information about the employee in response to a credit verification by a financial/credit institution other than the employee's name, duty station, job title, grade, salary, and length of employment with the government.

Section 2. NAF employees will be required to sign an “Employee Voluntary Consent Form” agreeing to a deduction from their pay should they become indebted to the employer.

Section 3. Before an employee’s financial obligations are satisfied by payroll checkage, the employee will be notified, if possible.

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ARTICLE 37: CONTRACTING OUT OF BARGAINING UNIT WORK

Section 1. The employer shall notify the union of proposals to Headquarters Marine Corps to contract out a function within the bargaining unit and to consult openly and fully with the union regarding any approved decision to contract out a function within the bargaining unit.

Section 2. Promptly upon receipt of the approval of a request to contract out a function the HRO will advise the union.

Section 3. 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 4. If unit work is contracted out and regular employees are displaced the NAFI will make every reasonable and credible effort to minimize the impact on employees affected. Management will attempt to place adversely affected employees in existing vacancies for which they are eligible and qualified, if the vacancies are to be filled.

Section 5. The NAFI will retrain affected employees if necessary when they are reassigned as a result of contracting out.

ARTICLE 38: DUES WITHHOLDING

Section 1. The employer will deduct union dues from the pay of all bargaining unit members who voluntarily request and authorize such deductions on Standard Form 1187, in accordance with the provisions of this article and shall remit such deductions to the union as hereinafter set forth.

Section 2. The amount of deduction shall be the latest amount as certified by the union to the employer per eligible employee per biweekly pay period. The withholding of dues will commence the first pay period following the employer's receipt of the employee's SF-1187. The amount of the union dues shall be certified by the union, in writing to the Director, Human Resources, Marine Corps Air Station, Cherry Point, North Carolina, and any change thereto shall be limited to one such change each calendar year. Changes shall be certified as above to the employer and any change shall be implemented by the employer within two (2) pay periods after notification by the union.

Section 3. The remittance of dues withheld will be mailed to the union not later than three (3) working days following the day on which the related salaries were paid to the employee. The union shall designate in writing to the Director, Human Resources, Marine Corps Air Station, Cherry Point, North Carolina, the official to whom remittance checks will be sent. Changes of the designated official or address will similarly require written notice from the union. Remittance checks will be made payable to the Union and mailed along with a listing of employee members whose deductions make up the total. The listing will contain employee name, number, and

amount of deductions which make up the total amount collected for remittance.

Section 4. Only Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, shall be used for the purposes of authorizing an allotment. It shall be the responsibility of the union to make these forms available to its bargaining unit members, to certify as to the amount of its dues, and to deliver the completed form to the HRO. This shall be accomplished on non-duty time. After processing in the HRO, the original will be retained in the employee's OPF.

Section 5. The HRO of the employer will terminate an allotment:

a. as of the beginning of the first full pay period following receipt of notice that recognition of exclusive representative has been withdrawn;

b. at the end of the pay period during which an employee is separated from the employer's rolls through death, retirement, transfer, resignation or other cause, or leaves the bargaining unit as a result of a personnel action;

c. at the end of the pay period during which notice is received from the union that the employee has been suspended or expelled. It shall be the responsibility of the union to notify the HRO within ten (10) calendar days after a member is expelled or for any reason ceases to be a member in good standing and for whom dues deductions are being made;

Section 6. It shall be the responsibility of both the employer and the union to inform the employee members that the decision to authorize the withholding of union dues is entirely voluntary and that such allotment will take effect during the pay period beginning after the appropriate SF1187, properly

completed and signed, has been received in the HRO. Further that revocation of such allotment authorization may be submitted to the HRO. A supply of SF1188's will be obtained by the employer through normal channels and will be made available to employees upon employee request through the HRO. The SF1188 will be executed by the employee in duplicate and submitted to the HRO where, after processing, the original will be retained in the OPF and the copy returned to the union.

Section 7. It shall be the responsibility of the employer to notify the union when an employee is promoted to a supervisory position, or a non-bargaining unit position, or classified as a confidential employee and management shall cease taking payroll deductions out on the employee.

Section 8. The employer agrees to semiannually furnish to the union, a list by name, position, title, grade and organizational assignment, of all bargaining unit employees. The employer further agrees to furnish a listing of new hires to the union monthly.

Section 9. The employer further agrees that the bargaining unit list as described in Section 8 will be forwarded to the president of the union within fifteen (15) days after the approval of this agreement and annually thereafter.

ARTICLE 39: DURATION

Section 1. This agreement shall become effective forty five (45) days following the date on which it is approved by the Department of Defense and will remain in effect for a period of three (3) years. Thereafter, this agreement shall remain in effect from year-to-year unless either party shall notify the other in writing not more than ninety (90) days nor less than thirty (30) days before the expiration date of the agreement of its desire to terminate or renegotiate this agreement. Ground rule nego

tiations shall begin no later than sixty (60) calendar days after the notice.

Section 2. If, pursuant to a negotiability appeal filed by the union, any unresolved issue of negotiability raised by the employer in the course of the negotiations on this agreement is resolved and determined to be mandatorily negotiable, the parties will reopen negotiations on such issue at the request of the union.

Section 3. If portions of this agreement are 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.

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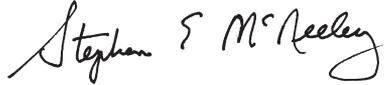
In witness whereof, the parties have executed this agreement on this 10th day of February 2003.

FOR THE UNION



**Milton H. Everette, Jr.
Vice President NAF Unit
Local 2065**

FOR THE EMPLOYER



**Stephen E. McNeeley
AC/S MCCS**

NEGOTIATING TEAMS

FOR THE UNION

**Milton H. Everette, Jr.
Vice President NAF Unit
Local 2065
Chief Negotiator**

**James G. Camden, Jr.
Chief Steward
Member**

**Ezra R. Powell
Steward
Member**

FOR MANAGEMENT

**Charles F. Denmead
Human Resources Officer
Chief Negotiator**

**James P. Steadman
Review & Analysis Officer
Member**

**Beverly A. Richards
Financial Specialist
Member**

