

***NEGOTIATED  
AGREEMENT  
BETWEEN  
MARINE CORPS AIR STATION  
CHERRY POINT, NC  
AND  
INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS  
LOCAL 2296***

# TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	PREAMBLE and WITNESSETH.....	3
1	RECOGNITION AND UNIT DETERMINATION .....	4
2	THE AGREEMENT AND ITS RELATION TO LAW AND REGULATIONS.....	4
3	CHANGES IN PERSONNEL POLICIES AND PRACTICES.....	5
4	RIGHTS OF EMPLOYER .....	6
5	RIGHTS OF EMPLOYEES .....	7
6	RIGHTS OF UNION .....	8
7	UNION REPRESENTATION.....	8
8	BASIC WORKWEEK AND HOURS OF WORK.....	11
9	OVERTIME.....	14
10	ANNUAL LEAVE .....	18
11	SICK LEAVE .....	20
12	LEAVE WITHOUT PAY.....	22
13	HOLIDAYS.....	23
14	TRAVEL.....	24
15	PERFORMANCE APPRAISALS .....	24
16	PROMOTIONS .....	25
17	PLACEMENT, REHIRING, AND REPROMTION OF EMPLOYEES AFFECTED BY REDUCTION IN FORCE...28	
18	CHANGES IN JOB DESCRIPTIONS AND REQUIREMENTS .....	29
19	TRAINING .....	31
20	ENVIRONMENTAL DIFFERENTIALS.....	31
21	DISCIPLINARY ACTIONS .....	46
22	ADVERSE ACTIONS.....	47
23	GRIEVANCE PROCEDURE.....	48
24	ARBITRATION .....	53
25	PARTICIPATION IN WAGE SURVEYS COMMITTEE.....	53
26	TOOLS .....	54
27	EQUAL EMPLOYMENT OPPORTUNITY COMMITTEE .....	54
28	SAFETY AND HEALTH.....	54
29	CIVIC RESPONSIBILITIES.....	57
30	EMPLOYEE SERVICES .....	57
31	GENERAL PROVISIONS .....	59
32	BENEFICIAL SUGGESTIONS .....	61
33	BULLETIN BOARDS.....	62
34	PARKING.....	62
35	PUBLICIZING THE AGREEMENT .....	62
36	DURATION AND CHANGES .....	63
37	VOLUNTARY ALLOTMENT OF UNION DUES .....	64
38	DRUG TESTING .....	66
39	COMMERCIAL ACTIVITY.....	67

**PREAMBLE**

Pursuant to the policy set forth in Title 7, PL 95-454, and subject to all applicable statutes, regulations issued by the Office of Personnel Management, and Navy Department directives, the following Articles constitute an agreement by and between the Marine Corps Air Station, Cherry Point, North Carolina, hereinafter referred to as the Employer, and the International Association of Machinists and Aerospace Workers, Local Lodge 2296, hereinafter referred to as the Union.

**WITNESSETH**

In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

Whereas, it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the well-being of employees within the meaning of Title 7, PL 95-454, to establish a basic understanding relative to personnel policies, practices, procedures, and matters affecting other conditions of employment within the discretion of the Commanding Officer, and to provide means for amicable discussion and adjustment of matters of mutual interest at the Marine Corps Air Station, Cherry Point, North Carolina.

Now, therefore, the parties hereto agree as follows:

**ARTICLE 1**  
**RECOGNITION AND UNIT DETERMINATION**

Section 1: The Employer recognizes that the Union is the exclusive representative of all Bargaining Unit Employees (BUEs) in the unit described in Section 2 below. The Employer recognizes the right of the Union to act for these BUEs and to negotiate this agreement and all supplemental, subsidiary and incidental agreements authorized herein; and also recognizes the Union's responsibility to represent the interests of all BUEs in the unit without discrimination and without regard to Union membership. The Employer also recognizes the right of the Union to be represented at all formal discussions between management and BUEs or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of BUEs in the unit.

Section 2: The Units to which this Agreement is applicable is composed.

- (a) of all Wage Grade employees-of the Marine Corps Air Station, Cherry Point, North Carolina, except those covered by other exclusive units, and supervisory personnel, (Case No. 4-UC-80002)
- (b) of all non-professional employees of the Facilities Maintenance Department, Facilities Directorate, Marine Corps Air Station, Cherry Point, North Carolina, except supervisors, management officials, professional employees and employees described in 5 U.S.C. 7112(b)(2),(3),(4),(6) and (7). (Case No. WA-RP-08-0052) and
- (c) of all non-professional employees of the Facilities Engineering, Facilities Directorate, Marine Corps Air Station, Cherry Point, North Carolina, except supervisors, management officials, professional employees, and employees as described in 5 U.S.C. 7112(b),(2),(3),(4),(6), and (7). (Case No. WA-RP 08-00520)

**ARTICLE 2**  
**THE AGREEMENT AND ITS RELATION TO LAW AND REGULATIONS**

Section 1: It is agreed and understood by the Employer and the Union that this agreement is subject to the provisions of any existing or future laws and the regulations of appropriate authorities, including published agency policies and regulations in existence at the time the agreement is approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of controlling agreement at a higher agency level. The provisions of this section shall apply to all supplemental, implementing, subsidiary or informal agreements between the parties.

Section 2: It is understood by both parties that matters not specifically covered under this agreement are subject to and controlled by applicable Federal laws and regulations including applicable Marine Corps Air Station regulations. However, it is also understood by both parties that in the event of a conflict between the terms of the agreement and any subsequently published regulations of the Department of the Navy not required by law or by those authorities outside the Department of Defense (DoD) who are empowered to issue regulations and policies binding on DoD, terms of this agreement shall govern.

**ARTICLE 3**  
**CHANGES IN PERSONNEL POLICIES AND PRACTICES**

Section 1: It is agreed and understood that the Employer and the Union have the right and obligation to meet and confer with respect to all personnel policies and practices and matters affecting working conditions within the BUEs, to the full extent of the Employer's discretion. This agreement shall remain in full force during the time period specified within this agreement subject to the requirements set forth in Article 2, "The Agreement and its Relationship to Laws and Regulations." Provisions for opening the agreement for negotiations other than the above and as specified in Section 2 below, are provided for in Article 36, Section 2, "Duration and Changes."

Section 2: It is agreed and understood that established current personnel policies and practices and matters which are not currently covered by this agreement which affect working conditions within the bargaining unit and are discretionary with the Employer, will remain in full force and effect except as provided below. Further, the Employer will not introduce new personnel policies or practices, or matters affecting working conditions which are not currently established personnel policies, practices, and matters affecting working conditions, except as provided below.

- a. It is recognized that mandatory changes may be required in established personnel policies and practices, or new policies and practices may be mandatorily required to be introduced, as the result of appropriate law, rule, or regulation binding on the Employer. When such mandates occur, the Employer will notify the Union of the requirement prior to implementation, and will meet and confer with the Union as defined in Section 3 below before implementing such matters, to the extent of the Employer's discretion and obligation under Title 7, PL 95-454.
- b. It is also recognized that changes may be needed or new policies or practices be desirable as a result of circumstances unforeseen at the time of formal negotiations or a renewal of the agreement. When such changes or new issues which are discretionary with the Employer are to be made, the Employer agrees to meet and confer with the Union to the full extent of its obligation under Title 7, PL 95-454, and Section 3 below before implementing them.

Section 3: The term "meet and confer" means to negotiate in accordance with 5 USC 7106 with respect to changes in established personnel policies and practices and matters affecting working conditions, or with respect to the introduction of new policies or practices which may occur during the life of the agreement. The union shops chairman or designated assistant will be notified of such changes in policies or practices, normally 21 days prior to implementation.

Section 4: The Employer agrees that when it is necessary to meet and confer in accordance with this article, the Employer will give the Union written notice, following which the parties will meet and confer, unless the Union declines to do so in writing.

**ARTICLE 4**  
**RIGHTS OF EMPLOYER**

Section 1: Management officials of the Employer retain the right: (5 USC 7106)

- a. Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency—
- (1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency;
  - (2) and in accordance with applicable laws-
    - (A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
    - (B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
    - (C) with respect to filling positions, to make selections or appointments from-
      - (i) among properly ranked and certified candidates for promotion; or
      - (ii) any other appropriate source; and
    - (D) to take whatever actions may be necessary to carry out the agency mission during emergencies.
- b. Nothing in this section shall preclude any agency and any labor organization from negotiating—
- (1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
  - (2) procedures which management officials of the agency will observe in exercising any authority under this section; or
  - (3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Section 2: The right to make reasonable rules and regulations shall be considered acknowledged functions of the Employer. In making rules and regulations relating to personnel policy, procedures, and practices, and matters of working conditions, the Employer shall give due regard and consideration to the obligations imposed by this Agreement and the provisions of Title 7, P.L. 95-454. At management's discretion, the parties may meet and confer on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work. The provisions of this section shall apply to all supplemental, implementing, subsidiary or informal agreements between the parties.

Section 3: Nothing in this article shall preclude the Employer and the Union from negotiating:

- a. Procedures which management officials of the Employer will observe in exercising any authority under this article; or
- b. Appropriate arrangements for employees adversely affected by the exercise of any authority under this article by such management officials.

Section 4:

- a. An emergency, for the purpose of this article, is an unforeseen combination of circumstances that calls for immediate action to protect health, life or property, or that action necessary for the accomplishing of a bona fide emergency priority work order. Ultimately, management retains the right to determine what constitutes an emergency.
- b. It is agreed that when an emergency as defined above arises, which could lead to an action inconsistent with the terms of this agreement, the Command will inform the Union Shops Chairman prior to taking the action if at all possible, or in any event, as soon thereafter as possible.

Section 5: It is agreed that the Employer will not use its retained rights in such a manner as to abrogate the specific terms and conditions of this agreement.

## **ARTICLE 5 RIGHTS OF EMPLOYEES**

Section 1: BUEs shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union or to refrain from any such activity. The freedom of such BUEs to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a representative, including presentation of the Union's views to officials of the Executive Branch, the U.S. Congress, or other appropriate authority except as expressly prohibited by Title 7, PL 95-454. Nothing in this agreement shall require an BUEs to become or remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. The provisions of this section shall apply to all supplemental, implementing, subsidiary or informal agreements between the parties.

Section 2: The Employer shall take such action consistent with law or with directives as may be required in order to assure that BUEs are apprised of the rights and privileges provided in Title 7, PL 95-454, and that no interference, restraint, coercion, or discrimination is practiced within the Facility to encourage or discourage membership in the Union. The Employer agrees that all provisions of this agreement and all other privileges extended to BUEs in the Unit shall be administered fairly and equitably.

Section 3: An employee is not authorized by Title 7, PL 95-454 to assist a labor organization or participate in its management, or represent it if such activity could result in a conflict or apparent conflict of interest or otherwise be incompatible with law.

## **ARTICLE 6 RIGHTS OF UNION**

Section 1: The Union, as the representative of all BUEs in the Unit, shall have the right and responsibility to present its views to the Employer either orally or in writing as provided by this agreement. If either party so requests, the Employer and the Union agree to meet at the parties' earliest convenience in an effort to resolve the matter which created the concern.

Section 2: Where records of meetings are determined necessary by either party, the Employer will prepare a summary record of such meetings, make a preliminary draft available to the Union for review prior to final preparation, and will furnish a copy of the final record to the Union. In order to track the use of Official Time, the Employer (from the appropriate Supervisor and above) and the Union, will utilize an "Official Time Request/Pass Form." The appropriate Supervisor, Labor Relations Office, Union Official and Union Office Lock box will each receive a copy and the appropriate Job Order Number will be entered into the SLDCADA.

Section 3: The Union has the right, and may discuss with appropriate management officials of the Employer, any matter concerning the interpretation or application of this agreement or any agency rule or regulation or past practice applicable to BUEs of the unit.

Section 4: Upon request of the Union, the Employer shall authorize meetings of the Chairman of the Union Shop Committee and the chief stewards who are required. Requests for such meetings shall be submitted to the Civilian Human Resources Office – East in advance and will include those in attendance, the purpose of the meeting and anticipated duration. Meetings authorized by this section shall be limited to establishing positions of the Union prior to meeting and conferring with the Employer, correcting interpretations of the agreement, and considering management proposals.

Section 5: This Agreement acknowledges that Marine Corps Air Station, Cherry Point, has agreed to allow the International Association of Machinists and Aerospace Workers to offer the Machinists Custom Choices Worksite Benefits program of supplemental insurance benefits to their Union members in the bargaining unit through their designated agent: Employee Benefit Systems, Inc. (EBS). Further, Marine Corps Air Station, Cherry Point will honor payroll deduction requests and remit premiums to the underwriting insurance company. All policyholder service will be provided by the underwriter and Employee Benefit Systems, Inc.

## **ARTICLE 7 UNION REPRESENTATION**

Section 1: The Employer agrees to recognize the right of the Union to designate Shop Stewards and Chief Stewards from among the BUEs in the unit. The number of Shop Stewards and Chief Stewards shall be the number necessary not to exceed 6.5 percent of the employees in the bargaining unit.

Section 2: In the case of multiple shift operations within a work area and the Union does not appoint a steward for each shift, any steward assigned to that work area, even though on another shift, may represent the BUEs of the shift where no steward has been appointed without loss of pay, shift differential, or benefits because of his/her activities on a shift other than his/her own. In the temporary absence of the assigned steward(s) of a work area because of reasons such as taking leave or temporary additional duty away from the activity, the chief steward may serve as a substitute steward.

Section 3: The Employer will recognize one (1) Chairman of the Union Shops Committee and one (1) Assistant Chairman designated by the Union. In the temporary absence of an assigned Chief shop steward because of reasons such as taking leave and temporary additional duty away from the activity, the Assistant Union Shops Committee Chairman will serve as the substitute Chief shop steward. In addition, the Chairman of the Union Shops Committee or his/her Assistant shall assist all stewards and Chief shop stewards in fulfilling their obligations to all BUEs of the unit and the Employer, as indicated in Section 5 below. It is to be understood, however, that this assistance will not be of a nature or extent that substitutes for or interferes with the normal relationship between appropriate supervisory personnel and stewards and Chief Stewards. In recognition that improvements in labor-management relations may be brought about through constructive activities on the part of the Chairman and Assistant Chairman of the Union Shops Committee, the Employer agrees not to assign the Chairman and Assistant Chairman duties which will prohibit them from fulfilling their obligations to BUEs of the unit, except as provided for in Section 12 below. The Employer further agrees to make every reasonable effort to provide space to accommodate the needs of the Union; accessible during working hours and non-working hours (i.e. weekends and holidays). The space shall be adequate for maintaining a desk, computer desk, 2 four drawer file cabinets, refrigerator, and lockers for the storage of pertinent papers incidental to their office. The telephone w/voicemail includes the use of DSN, and for local calls. All toll call charges must be reimbursed to the Employer. Additionally, the Union shall be permitted to use the Marine Corps Air Station's internal mail system, as well as, the E-Mail system for the purpose of responding to management correspondence and to union members. The Union will not use the internal mail or E-Mail systems to conduct internal "Union Business" as cited in 5 USC 7131(b). Any union officials may use the government provided computer located within their work sections for responding to management correspondence and official union business. The Union will be allowed a computer and internet connection obtained at their cost in the union office. The Union shall comply with all information assurance requirements prior to installation of any internet connection.

Section 4: The Union shall furnish the Employer in writing and shall maintain on a current basis by work area, the name of all authorized stewards, chief stewards, and the Union Shop Committee Chairman and Assistant Chairman. The Employer will recognize the officers of the Union and the Union shall keep the Employer advised in writing of the names of its current officers.

Section 5: Reasonable time off during regular hours will be authorized without loss of pay or benefits, to permit the recognized chief shop stewards, officers, Chairman of the Union Shops Committee, and Assistant Chairman of the Union Shops Committee or designated Union member to carry out their responsibilities to the BUEs. The Union agrees that it will guard against the use of excessive time and will encourage all BUEs in the unit to engage only in such activities as are authorized by the agreement or appropriate regulations. All time allowed for the above-mentioned purposes will be charged against a job order number made available for this purpose by the Employer.

Section 6: Union Representatives, when required to leave their work areas to transact appropriate Union business during work hours, shall first notify their immediate supervisor or designee and will, at that time, inform their supervisor or designee of their destination. Authority to leave the work area will be granted promptly, in the absence of compelling circumstances to the contrary. Upon entering a shop or work area under the cognizance of a supervisor other than his/her own, the Union representative shall contact the supervisor or their designee to request permission to confer with the-BUEs concerned. Supervisory permission in these instances will normally be granted. In instances where permission is denied in accordance with the provisions of this section, the supervisor or their designee will inform the Union representative the reason for the denial in writing and when he/her can reasonably expect to contact the BUE concerned. The Union representative will report to their supervisor or designee upon their return to their shop or work areas after completion of the Union business.

Section 7: The Union Shops Chairman and Alternate Shops Chairman, if BUEs of the activity, will normally be assigned work only on the day shift, Monday through Friday, except when a Compressed work schedule is in existence, in which case they will work the schedule mutually agreed to by the parties except as provided for in Section 12.

Section 8: The Employer will normally assign work only on the day shift, Monday through Friday, for the chief stewards and stewards. However, the Employer retains all rights provided in 5 USC §7106(a)(2)(B). In the event the representatives listed in this section are assigned work shifts, work weeks, and/or duties that may restrict or prohibit those representatives from fulfilling their obligation to BUEs of the unit of this requirement. The Union has the right to designate a replacement for that representative if it elects to do so by notifying the Employer. In the event it becomes necessary to change any of the foregoing Chief Stewards' shift or basic workweek who are not excepted in Section 12, the Employer will except in emergencies, give the Union official concerned three (3) working day notice prior to the effective date of such change. Such replacement will serve only for the time of the assignment necessitating the change in writing. This notice shall include the reasons for effecting the change.

Section 9: Normally, stewards and chief stewards will not be changed from one shop or section to another. In this regard, the Union representative(s) will normally be the last employee with his/her job rating and level transferred from his/her assigned area and the first returned. Exceptions to this will be made on a temporary basis in cases involving job continuity where it is essential that other BUEs complete their assigned tasks. Changes affecting chief stewards or stewards will be discussed with the Union in advance in a continuing effort to avoid misunderstandings as to the reasons for the Employer's action. This intent of this section is to avoid to the maximum extent possible, the transfer of chief stewards and stewards from one area of their responsibilities to another.

Section 10: The Civilian Human Resources Office - East (CHRO-E) will make necessary arrangements for authorized local and international representatives of the Union to visit the Marine Corps Air Station, Cherry Point, NC at reasonable times on appropriate business subject to applicable security regulations. Such representatives will advise the CHRO-E of the purpose of any intended visit in advance.

Section 11: Commensurate with the provisions of this agreement, recognized Union representatives shall be free to exercise their responsibility to advance the best interest of and represent the BUEs covered by this agreement, and shall be allowed to engage in authorized activities on behalf of the Union. It is further agreed that no Union representative shall be denied any right or privilege otherwise entitled to because of his serving as a Union representative.

Section 12: It is understood that it may be necessary to assign those Union officials named in Sections 7 and 8 of this article to work shifts, work weeks, and/or duties that may restrict or prohibit those representatives from fulfilling their obligation to BUEs. In this regard, the Employer retains all rights provided in 5 USC § 7106(a)(2)(B). In the event of this requirement, the Employer shall provide the Union with notice of the change at the earliest reasonable possible time. The Union has the right to designate a replacement for that representative if it elects to do so by notifying the Employer. Such replacement will serve only for the time of the assignment necessitating the change.

**ARTICLE 8**  
**BASIC WORKWEEK AND HOURS OF WORK**

Section 1: The basic workweek will consist of five (5) days, Monday through Friday, of which the BUEs is scheduled to work an eight (8) hour shift with a 30 minute lunch. The Employer will consider accommodating those BUEs who utilize the Transportation Incentive Program (TIP) if so desired. BUEs may volunteer to work a one (1) hour lunch which would extend the end of their shift by thirty minutes. A BUE's choice to utilize a one (1) hour lunch can only be revoked after a full pay period notice to their supervisor.

Section 2: The Employer will notify the Union; normally within three (3) workdays unless extenuating circumstances prevail, and if desired by the Union, negotiate on any proposed changes in the designation of workdays constituting the basic workweek of any BUE in the Unit to the fullest extent permitted by law or regulation.

Section 3: Basic workweek and tours of duty other than those referenced in Section 1 above, may become necessary in the conduct of the business of the activity. The Employer agrees that any changes, additions, or deletions of work schedules or tours of duty affecting BUEs will be accomplished in accordance with applicable controlling law, rules and regulations.

Section 4: The Employer will, when possible, schedule all basic workweeks so that BUEs will have two (2) consecutive days off.

Section 5: When a continuous night shift is instituted, it is mutually agreed that the normal night shift tour for BUEs in the Unit shall be four (4) weeks. However, it is agreed by the Employer and the Union that deviations may be made by Management based upon abnormal, unusual, or unforeseen circumstances.

Section 6: BUEs who are expected to be in a non-work status for a majority of an assignment period to night shift or a change in their basic workweek will be the last BUEs in the shop and respective job rating to be considered for the assignment. Upon their return to duty, BUEs who were bypassed will be considered before other BUEs when making assignments to night shift tour or changes in basic workweek when such occurs subsequent to their return.

Section 7: In cases of interrupted or suspended operations, when neither twenty-four (24) hours' notice nor notice before the end of their preceding shift has been given, eligible BUEs who cannot be assigned to other work, whenever possible jobs related to their PD, shall be placed on excused absence and shall suffer no loss of leave or pay. In this connection, it is mutually agreed that BUEs may be assigned such work as the Employer has available in order to avoid relieving them from duty. Any BUE declining available work shall be required to take annual leave, if available; otherwise, leave without pay. If and when adverse weather conditions occur, the Employer agrees to comply with all safety regulations and requirements. If work is required outside, the Employer will make efforts to provide heaters and air conditioning when possible to do so. BUEs will not be forced to request leave to avoid excusing such employee without charge to leave.

Section 8: BUEs who may be required to work on Sundays as a part of their basic workweek, will be compensated at 1-1/4 times their regular hourly wage for the entire shift if any part of the shift falls on Sunday. BUEs required to work in excess of their regular scheduled workday will be compensated in accordance with applicable overtime regulations.

Section 9: Assignment to a night shift tour shall be made by shop and job rating and selection of such BUEs shall be made in accordance with the following procedure, except as otherwise provided in this Agreement:

- a. Those BUEs within the appropriate job rating, volunteering for the change; and

b. Rotating such changes among BUEs in order of their appearance on the shop roster, by job rating. All volunteers for night shift will be utilized first. In the event there are not enough volunteers, selection will be made of BUEs in the order of their appearance on the shop roster, by job rating. In the event there are more volunteers than needed, the manner in which BUEs are to be selected is as follows: Selection to fill the night shift billets will be made by leave service computation date (LSCD); that is, those with the highest LSCD being selected in that order in the shop involved. Once BUEs are assigned night shift tour, their shift will not be disturbed except by request of the employee; mutual agreement of the Employer and the Union; the employee is performing in less than a fully successful manner; the employee continues to have leave problems; there is no longer a need for their services on the shift; or, the qualifications possessed by an employee are required on another shift, in which case, should there be more than one employee with the required qualifications, the employee with the least amount of continuous time on the night shift will be assigned to another shift first. It is understood that a voluntary tour of night shift work does not exempt an employee when his name appears for assignment to night shift tour on the shop roster, by job rating. Records will be kept of all assignments to night shift tour in order to assure compliance, and will be made available to the Union upon request.

c. Exceptions to this section shall be made only when the character of the work dictates the assignments of specific BUEs having special skills or training and where it is customary for BUEs on rotating shifts such as the Central Heating Plant, Waste Water Treatment Plant, Industrial Waste Treatment Plant, and Water Treatment Plant.

d. The following work schedule will be utilized in the scheduling of BUEs who are assigned to duties requiring a twenty four (24) hour, seven (7) days a week operations in the Central Heating Plant.

<u>SCHEDULE</u>							
<u>SHIFT</u>	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thur</u>	<u>Fri</u>	<u>Sat</u>
1	OFF	OFF	8-4	8-4	8-4	8-4	8-4
2	8-4	OFF	OFF	4-12	4-12	4-12	4-12
3	4-12	4-12	4-12	OFF	OFF	12-8	12-8
4	<u>12-8</u>	<u>12-8</u>	<u>12-8</u>	<u>12-8</u>	<u>12-8</u>	<u>OFF</u>	<u>OFF</u>

e. The following work schedule will be utilized in the scheduling of BUEs who are assigned to duties requiring a twenty-four (24) hour, seven (7) days a week operations in the Water Treatment Plant, Waste Water Treatment Plant, and Industrial Waste Treatment Plant.

<u>SCHEDULE</u>							
<u>SHIFT</u>	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thur</u>	<u>Fri</u>	<u>Sat</u>
1	<u>OFF</u>	<u>OFF</u>	4-12	4-12	<u>4-12</u>	4-12	4-12
2	4-12	4-12	<u>OFF</u>	<u>OFF</u>	8-4	<u>8-4</u>	<u>8-4</u>
3	8-4	8-4	8-4	<u>OFF</u>	<u>OFF</u>	<u>12-8</u>	12-8
4	<u>12-8</u>	<u>12-8</u>	<u>12-8</u>	<u>12-8</u>	<u>12-8</u>	<u>OFF</u>	<u>OFF</u>

- f. Assignments to the above schedules will be made seventy-two (72) hours in advance of the affected administrative workweek whenever time permits. The schedule will be rotated weekly. Assignments to other than the normal rotation of shifts will require verbal notification by the supervisor with written acknowledgement from employee.
  
- g. The Employer may establish a relief shift position to relieve BUEs assigned to another shift or to fill vacant shifts. The BUEs assigned to the relief shift position will normally be scheduled Monday through Friday on day shift; however, their days and hours of work may be changed to relieve BUEs on another shift or to fill shift vacancies. Assignments of Unit BUEs to the relief shift position will be offered first to the senior BUEs in the appropriate Job rating and grade within the Unit. Should there be insufficient volunteers for assignments to another shift or vacant shifts, the Employer reserves the right to assign an employee from the relief shift position to another shift, vacant shifts or vacant positions in accordance with Article 8 Section 5.
  
- h. When three (3) consecutive eight (8) hour shifts are in operation, BUEs there on will be allowed time to eat lunch on the clock, providing such employee can eat without interrupting or suspending operations or work in progress. This provision will also apply to BUEs on the 1600 to 2400 shift and/or 2400 to 0800 shifts, and BUEs who work on Saturday or Sunday when those days are included in the basic workweek on a three (3) consecutive shifts basis.
  
- i. In the event of a staffing reduction or a tour of duty other than the normal basic workweek, the most senior BUEs (by job rating and grade) will be given the opportunity to remain on the work schedule to the extent there is a need for the services of the employee's job rating level.
  
- j. Deviation from the provisions of this Article may be made only by mutual consent of the Employer and the Union.

Section 10: The Employer agrees to maintain accurate records of night shift tours worked or declined at the shop level showing loans, details and transfers, and to make such records available to the appropriate Union representative on request. Night Shift rosters may be reviewed on a continuing basis by the Shop Steward and Shop Supervisor as requested by the Union, and/or as necessary.

Section 11: Changes in BUEs ' shift hours will be made in accordance with Section 5, and under the following circumstances:

To permit the BUEs participation in grievance appeals, disciplinary and other official hearings, investigations, training, and physical examinations when impractical or undesirable to conduct during the BUEs normal tour of duty.

When the proposed change is predicated on the BUEs' written request, and the basis of the request is of a nature that would impose a serious imposition on the employee should it be denied; i.e., participation in military reserve meetings, promotion examinations for positions within the activity, Civil Defense meetings, and scheduled civic affairs where the employee participates in an official capacity.

Section 12: It is understood that each employee shall be at his/her job site, ready to work, at the scheduled starting time of his/her shift and the conclusion of his lunch period. If an employee is required by the Employer to perform any work or duty either before or after his/her regular shift hours, he/she shall be compensated at the appropriate rate of pay for such work or duty. It is further understood that if an employee is directed by the Employer to report at a designated location at a specified time prior to the scheduled start of his/her shift, such time will be considered compensable at the appropriate rate of pay.

Section 13: The Employer and the Union agree that BUEs shall be allowed reasonable time before lunch and at the end of their shift, for clean-up and stowage of personal and government-owned tools. Since reasonable time cannot be determined in advance for every given work situation, supervisors shall be responsible for insuring the provisions of this section are administered in an equitable manner. While it is not intended by the parties hereto that this section be construed as a right to personal clean-up for all BUEs regardless of need, it is intended that BUEs will be allowed such time where it is necessary. In addition thereto, supervisors will permit reasonable personal clean-up time to any BUE at any time such employee is subjected to materials or other substances which create a potential hazard or unusually discomforting condition.

## **ARTICLE 9 OVERTIME**

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

Section 2: The Employer agrees that overtime shall be distributed fairly and justly among all BUEs within their shop and job rating. The Employer and the Union should monitor the overtime continuously. It is agreed and understood that the following situations properly applied as defined, may result in legitimate temporary imbalances in overtime assignments:

- a. It is mutually agreed that overtime assignments shall be made to BUEs working on the shift on which the overtime need arises, and nothing herein shall be construed as requiring the Employer to notify or assign BUEs in the same shop, but on a different shift, to perform overtime work on a shift other than the current shift to which the employee is assigned.
- b. BUEs must be qualified to perform the overtime assignment in an efficient manner. **Intent:** BUEs must be physically able to perform the job and be capable of completing the work with reasonable indoctrination or instructions. It is not intended as a means of circumventing overtime rotation where reasonable indoctrination during regular working hours would qualify the employee for the assignment.

c. BUEs working on jobs of short duration that extends into overtime situations where continuity is essential to the job. **Intent:** It is intended that the Employer retain the right to keep the same BUEs on jobs of short duration unexpectedly given high priority, or delayed through no fault of the Employer. It is not intended that continuity of the job be used as a means for deviations in overtime rotation where the work could be assumed without undue delay by another employee with lesser overtime.

d. BUEs assigned to overtime jobs requiring special skills. **Intent:** Special skills, as used in this context, is defined as skills acquired as a result of special training or schooling not readily transmissible to other BUEs within the same job rating. It is also intended that should special skill situations arise which create continuing overtime imbalances, the Employer will give consideration to training a sufficient number of BUEs to insure that special skills or training do not result in unjust or unfair treatment to BUEs in regard to overtime distribution. Such training will not extend to BUEs holding temporary appointments. Nothing in this section will be construed as alleviating the responsibility of the Employer to continuously work toward a fair and just balance in overtime distribution, based on the accumulated hours of overtime worked or declined.

Section 3: First consideration for assignment of overtime shall be to BUEs regularly assigned to the parent shop and job specific PD for which the overtime is being scheduled to be worked. Second consideration for assignment of overtime shall be to BUEs on loan for over 40 hours in the parent shop for which overtime is being scheduled to be worked. Third consideration/or assignment of overtime will be to those BUEs on loan for less than 40 hours in the parent shop for which overtime is being scheduled to be worked.

The above procedure is to provide that BUEs in the parent shop in the trade shall be worked with only the following exceptions:

Exceptions shall be only when an employee possesses special skills or ability not possessed, by any available employee assigned to or on loan to the affected, shop. Such exceptions shall be discussed in advance with the shop steward and the immediate supervisor as provided in Section 6 of this Article.

Section 4: The Employer will, upon request, relieve an employee from overtime assignment where another qualified employee is available for the assignment and is willing to work. The Employer will give appropriate consideration to BUEs in those cases where an unreasonable inconvenience to the employee would exist. All overtime declined shall be charged as overtime worked provided the overtime offer is made while the employee is in a work status. An employee properly scheduled and informed in advance for overtime work on a non-scheduled workday and who fails to report for any reason will be credited with the number of overtime hours for which he was scheduled or would have worked for purposes of determining the equity of overtime distributed.

Section 5: The Employer agrees to maintain accurate records of overtime worked or declined at the shop level showing loans, details and transfers, and to make such records available to the appropriate Union representative on request. Overtime rosters will be reviewed on a continuing basis by the Shop Steward and Shop Supervisor, as requested by the Union, and/or as necessary. Overtime rosters will be established according to leave service computation date (LSCD) and continuous for each calendar year. Revised rosters will be continuous for each calendar year. Revised rosters will be implemented at the beginning of each calendar year, by subtracting the lowest number of total cumulative hours, by trade and skill from each employee's total cumulative hours. Closed out records will be maintained for the duration of the contract. All entries on the overtime record form will be made in ink. Erasures, tape, whiteout, etc., will not be permitted, all corrections will be lined through and initialed.

Section 6: Promptly after overtime requirements have been established, the supervisor shall notify the affected BUEs individually of the requirement to work overtime. Shop stewards shall be notified of overtime requirements immediately after the following posting procedures, which shall apply to all shops, have been accomplished. All immediate supervisors will post a listing of BUEs, by rating, assigned to work overtime. This listing shall be posted in a location mutually acceptable to the supervisor and the steward. Promptly after posting the listing, the supervisor shall insure that the cognizant steward (or in the absence of the cognizant shop steward) the Union Shops Chairman and Assistant Shops Chairman has been notified that the listing is posted. Every effort shall be made to provide the above required notification by the close of business at least two (2) days prior to a normally scheduled overtime assignment, and not later than the end of the shift of the day preceding the day the overtime is to be worked as an extension of a shift. The Employer agrees to continuously monitor situations where the above notification requirements cannot be met to insure the importance of this section is recognized by cognizant management representatives. When the immediate supervisor assigns overtime to shop BUEs and bypasses an employee with less overtime in the trade and rate of those assigned, the assigning supervisor will discuss the reason with the shop steward and the affected BUEs. The reasons may include such things as special skills, continuity, qualifications or physical requirements. When the affected employee feels the reasons explained to him/her are not valid, he/she can immediately get permission to contact the shop steward. If not available, he/she can contact the chief steward. If not available, he/she can contact the Union Shops Committee Chairman. The affected employee has the obligation to raise the issue with the immediate supervisor no later than two (2) hours prior to the end of the shift before the overtime is to be worked. Failure of the employee to pursue this matter as outlined above will negate the right of the employee to grieve this matter. In the event the assigning supervisor does not follow the above procedure, the matter shall be subject to the grievance procedure.

Section 7: During overtime assignments which extend for more than two (2) hours beyond the normal workday, affected BUEs shall be permitted to eat while in a pay status provided such activity does not interrupt or suspend the work effort. Where food is not available within reasonable walking distance of the work site, upon request, an employee shall be dispatched by the Employer to obtain food for his/her fellow BUEs at the BUEs' expense.

Section 8: No employee shall be denied the opportunity to work overtime in accordance with Section 2 of this Article, for exercising his/her right to utilize annual or sick leave in accordance with the conditions outlined in this Agreement. Nothing in this Section shall be construed as imposing an obligation on the Employer to assign overtime to an employee who is not present on the date the overtime is assigned, unless he/she is in a work status during his/her shift immediately preceding the overtime assignment. When an employee is assigned to work scheduled overtime, and is absent on the day preceding the overtime without advanced approval, and does not notify his supervisor by phone not later than three (3) hours at the beginning of the shift, that he/she will be present on the overtime, his/her overtime will be canceled, he/she will be charged with a declination and another employee will be assigned.

Section 9: BUEs will receive overtime compensation in accordance with appropriate law and regulations including those governing the compressed work week of 5/4-9. Payment of overtime will not apply where inconsistent with Comptroller General Decisions and regulations. Exceptions to the provisions of this Section may be made when the employee's attendance is required on another shift for non-production reasons, i.e., participation in administrative hearings, physical examination, etc.

Section 10: In accordance with applicable law and regulation, BUEs will be paid a minimum of two (2) hours overtime pay when called back to work outside of and unconnected with regular shift hours within the basic workweek. This section does not provide for any split in overtime hours to be worked as a result of call back. Overtime work pay shall cease in case of a continuation of work without interruption into the employee's regular shift. Under these conditions, the amount of pay which the employee will receive will be governed by current laws and regulations.

Section 11: BUEs in the unit shall not be required to perform any work or duty before or after their scheduled work hours, without compensating the BUEs for all such work or duty. It is further understood that if an employee is directed by the Employer to report at a designated location at a specified time prior or subsequent to his/her regular shift hours, such time shall be considered compensable at the existing overtime rates.

Section 12: When assigning overtime work which involves extension of an employee's shift, and notification of such assignment is not given prior to the end of the previous shift the Employer will give every consideration to the employee's convenience, including, upon request, making every reasonable effort to arrange transportation which will enable him/her to get home. In the event the Employer is unable to make such arrangements, such fact will be considered by the Employer prior to making the overtime assignment.

Section 13: When BUEs are scheduled to report for overtime work at the regularly scheduled starting time on Saturday or Sunday, and the Employer determines during the first four (4) hours of the shift that the employee's services cannot be utilized for the entire eight (8) hour shift, consideration will be given to providing the affected employee with at least four (4) hours work. In the event notification is not made during the first four (4) hours of the shift, the Employer shall give consideration, in accordance with the intent of this section, to providing overtime work for the employee for the full eight (8) hours of the shift. Nothing in this Section shall be construed as relieving an employee from a work situation until the Employer determines the employee's services can no longer be utilized. **Intent:** The above operation maybe suspended if due to the following: (1) act of Nature; (2) power outage; (3) breakdown of equipment needed to complete production; or (4) when there is no production work for which the respective trades were brought in.

Section 14: No employee excused from working night shift because of personal or medical reasons shall be considered or assigned to overtime work until all other BUEs of the shop or job rating have been assigned or given the opportunity to work. When the employee is again available for night shift, he/she shall be charged the highest number of overtime hours worked by BUEs within his/her job classification in the shop to which he/she is assigned.

Section 15: Except as hereinafter provided, BUEs transferred newly hired or re-rated will be entered on overtime records on date of such action with a credit of the average hours charged to BUEs in the shop, shift and rate concerned. Unit BUEs transferred for period of less than three (3) months and ~~Unit~~ BUEs loaned or detailed from their parent shop shall be charged for all overtime worked or declined in the same manner as if they had remained in their parent shop regardless of where the overtime is worked or declined. In this regard, the overtime records will reflect such loans, details, or transfers and dates thereof on both the parent shop roster and the overtime roster of the shop to which loaned, detailed, or transferred. It shall be the responsibility of the supervisor of BUEs on loans, details, or a transfer of three (3) months or less, to forward to the parent shop all overtime worked no later than the day following the employee's return to his/her parent shop. Such overtime will be entered on the overtime record of affected BUEs in their parent shops. Transfers will not be made for the purpose of providing an individual employee the opportunity for additional overtime hours.

Section 16: In addition, it is agreed that, for distribution purposes, holiday work assignments shall be made from the overtime roster and any work performed or declined on a holiday shall be recorded as overtime worked.

Section 17: When an employee is on leave in excess of two (2) weeks, he/she shall be charged the average number of overtime hours worked by BUEs within his/her job classification in the shop to which he/she is assigned.

Section 18: It is recognized by the Union that BUEs who have physical limitations may not be assigned to overtime in cases where they cannot perform the full range of duties on the work they are to perform on

overtime. However, the Employer will not automatically preclude BUEs from working overtime because of physical limitation. When BUEs are denied overtime for such reasons, the supervisor will discuss the situation with the shop steward. When the physical limitations are removed and the employee has been denied overtime because of such reasons, he/she will be entered on the overtime list with the average number of overtime hours of BUEs within the job classification in the shop to which he/she is regularly assigned at that time.

Section 19: When the volume of overtime in a shop, as a result of workload or work projects, is such that it becomes necessary to assign BUEs from other shops into the shop with the large volume of overtime the following shall take place. The Employer shall, to the maximum extent possible, fairly and equitably distribute the overtime to the job ratings and trade needed from all the other shops.

Section 20: If the Union alleges irregularities concerning Section 19 above, the Shops Chairman and the Division Director agree to meet within two (2) working days to make a good faith effort to resolve the matter. Failure to do so will make the matter subject to the grievance and arbitration procedures of the Negotiated Agreement.

## **ARTICLE 10 ANNUAL LEAVE**

Section 1: BUEs shall earn annual leave in accordance with applicable regulations. Approval of an employee's request for accrued annual leave shall be granted in a fair and impartial basis to the maximum extent possible, consistent with need for the employee's services during the requested leave period. BUEs submitting requests to the immediate supervisor or their designee for incidental leave in advance shall be promptly advised as to the disposition of the request no later than two (2) hours prior to the end of the shift, provided the request was submitted within the first three (3) hours of the shift. An exception may be made to this by the supervisor in those cases where the leave is applied for more than three (3) days in advance. In such cases, the supervisor will advise the employee of the disposition of the leave request as soon as practical, but no later than three (3) days prior to the first day of the requested leave. **Exception:** When an employee submits a request for incidental leave two (2) weeks or more prior to the start date of such leave, the employer agrees to notify the employee as to the disposition of their request not later than one (1) week after the submission of their leave request. When annual leave has been denied, the employee will be advised, in writing, on the appropriate leave form, of the specific reasons for the denial and then try to reschedule the leave with the Employee. BUEs who cannot anticipate their absence due to unforeseen circumstances (emergency leave) will notify the Employer as soon as practical after the beginning of their scheduled work shift, which is normally within 3 hours unless there are extenuating circumstances. Such notification will include the employee's name, shop designation, reason for absence, and estimated duration of absence. Any absence beyond the estimated duration will also be reported. Such notification shall not in itself be justification for approval or disapproval. Requests for annual leave for emergency reasons will be approved upon submission of a reasonably justifiable explanation for the absence. Approval or disapproval of such requests submitted on an OPM Form-71, Application for Leave, to the immediate supervisor will be made known to the employee as soon as a decision is made by the immediate supervisor. Annual leave shall be categorized as follows: Incidental leave shall be considered as anything less than three (3) full consecutive workdays. Vacation leave shall be considered as three (3) full consecutive workdays or more. No leave request shall be submitted for incidental or vacation leave for any given year before 1 December of the previous year.

Section 2: If requested to do so by individual BUEs prior to 30 April, the Employer will schedule annual leave for vacation purposes of one (1) week or more continuous duration for those BUEs who will have sufficient leave due and accrued for the purpose. In the event a conflict arises as to choice of vacation periods, the supervisor will meet with the BUEs involved in an effort to reach a solution. In an attempt to resolve conflicts,

the supervisor shall use the Leave Service Computation Dates (LSCD) of BUEs with the same job classification reporting to a single supervisor. If the conflict is not resolved by using the LSCDs, the supervisor shall then resolve the conflict by the amount of excess leave (use or lose) remaining to be taken by each of the BUEs. The conflict will be resolved in favor of BUEs with most excess leave. Employee requesting annual leave before 30 April will be notified of the disposition of the request no later than 15 May, or the first following workday should 15 May be on a non-workday. Once an employee has made his/her election, he/she shall not be permitted to change his/her selection, at his/her discretion, if by doing so would disturb the choice of another. Every reasonable attempt, consistent with workload requirements, will be made to adhere to the established vacation schedule. In the event a subsequent shutdown or reduction of operations requiring a change in vacation plans made by an employee occurs, the employee shall have the right to reschedule his/her vacation schedule, subject to workload requirements. Conflicts will be handled as mentioned above. An employee regularly assigned to a night shift shall be paid a night shift differential during a period of leave with pay. An employee assigned to a regular rotating schedule involving work on both day and night shifts shall be paid a night shift differential only for any leave with pay taken when scheduled to work night shifts.

Section 3: The Employer will announce any planned shutdown or reduction of operations as far in advance as practicable. During any period of shutdown or reduced operations, consideration will be given to assigning available work to BUEs with insufficient annual leave to their credit. If work is not assigned, annual leave may be advanced as permitted by regulations.

Section 4: BUEs who have accumulated leave in excess of the maximum which can be carried forward to the next leave year be counseled in regard to scheduling such excess leave. If after discussion between the supervisor and subject employee, a conflict exists in connection with scheduling of the excess leave, the supervisor may at his/her discretion, schedule the excess leave. Supervisors scheduling leave, as provided herein, shall give to the maximum extent possible due regard, and consideration to the desires of the employee.

Section 5: Except for planned Marine Corps Air Station (MCAS) shutdowns, periods of reduced operations affecting an entire shop or major organizational element, or disruptions of operations, no employee in the Unit shall be required to take enforced annual leave unless such employee has accrued leave in excess of the maximum he/she can carry over to the new leave year. It is further agreed that BUEs who have scheduled vacations, as provided in Section 2 above, shall be permitted to accumulate leave in excess of his/her maximum, in an amount sufficient to cover the scheduled vacation period.

Section 6: It shall be the continuing policy of the Employer to select BUEs for enforced leave on the basis of the highest amount accumulated consistent with the character of the work to be performed.

Section 7: The Employer agrees that requirements to take enforced leave, on other than a MCAS wide basis, shall be in writing to the affected employee(s), indicating the reasons for the action, and a copy of the requirement shall be furnished to the Union. When forced leave is required on a MCAS wide basis, i.e., reduced MCAS operations for vacation purposes and MCAS shutdowns, notification to BUEs and the Union shall be made by notice, memorandum, or other regular means of communication.

Section 8: BUEs who are prevented from working due to interruptions or suspensions of work operations which arise during their regular shift hours will normally be assigned to other work. If work is not available for such BUEs, excused absence with pay for the remainder of the shift shall be granted to eligible BUEs without charge to annual or sick leave.

Section 9: When it becomes necessary that BUEs be assigned other work, as provided in the Article, it is mutually agreed that BUEs may be assigned to such work as the Employer has available. In the event a liberal leave policy is in effect at the time, the Employer will consider the employee's request and give any employee not wanting to do the available work the benefits of the liberal leave policy.

Section 10: BUEs assigned to work at MCAS under twenty-four (24) hour operations shall observe the following policy. It is the responsibility of the regular assigned shift operator to work the holidays. If the relief operator and the regular shift operator mutually agree and notify the supervisor as soon as possible, the relief operator could work the holidays. The regular shift operator, who has vacation leave scheduled which includes a holiday, does not require an agreement with the relief operator, and the regular shift operator will not break up his/her leave (vacation or incidental) around a holiday.

Section 11: Any employee having annual leave to his/her credit may apply in advance for leave as such leave shall be approved, workload permitting, for any workday which occurs on the employee's birthday.

Section 12: When the Employer determines an emergency dismissal or closure is necessary (ex: severe weather conditions), the following will apply:

Non-essential BUEs who are in a duty status when the official word is given by the Commanding Officer, regarding the dismissal or closure time, will be excused. Those BUEs who thereafter depart on approved leave prior to the official time set for dismissal will only be charged leave from the time of the approved leave until the official time for the dismissal.

## **ARTICLE 11 SICK LEAVE**

Section 1: BUEs shall earn and be granted sick leave in accordance with applicable statutes and regulations.

Section 2: Sick leave, if due and accrued, shall be granted to BUEs when they are incapacitated for the performance of their duties. BUEs not reporting for work because of incapacitation for duty shall furnish notice by telephone to the Supervisor, designee or a Shift operator as soon as practicable after the beginning of their scheduled work shift; normally within three (3) hours; or where impractical to do either, notify by email, dated the first day of absence. The employee is responsible for making every reasonable effort to insure that notification is made. When reporting, the Employer shall be furnished the employee's name, shop designation, reason for absence, and estimated duration of absence. Any absence beyond the original estimated time will also be reported. Such notification shall not in itself be justification for approval or disapproval of sick leave.

Section 3: Sick leave, when necessary, shall be granted to the extent due and accrued for medical, dental, or optical examination or treatment. Except for emergency treatment, sick leave for these purposes shall be obtained in advance and the amount approved shall be limited to the amount reasonably determined necessary for the specific request, including travel time. All requests for sick leave will be submitted, using the OPM Form 71, to the immediate supervisor. For scheduled medical appointments, the amount of sick leave approved by the immediate supervisor will be based upon the employee's time and place of appointment as annotated in the remarks section on the BUEs OPM Form 71. BUEs requesting sick leave for emergency reasons, will submit an OPM Form 71 within two days after their return to duty

Section 4: In accordance with 5 CFR § 630.405, supporting evidence for the use of sick leave. Management may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. Management may consider an employee's self-certification as to the reason for his or her absence as

administratively acceptable evidence, regardless of the duration of the absence. Management may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence for any of the purposes described in §630.401(a) for an absence in excess of three (3) workdays, or for a lesser period when the agency determines it is necessary. An employee must provide administratively acceptable evidence or medical certification for a request for sick leave no later than fifteen (15) calendar days after the date management requests such medical certification. If it is not practicable under the particular circumstances to provide the requested evidence or medical certification within fifteen (15) calendar days after the date requested by the agency despite the employee's diligent, good faith efforts, the employee must provide the evidence or medical certification within a reasonable period of time under the circumstances involved, but no later than thirty (30) calendar days after the date the agency requests such documentation. An employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave.

The following procedures may serve as basis for the issuance of a "Letter of Requirement" for medical documentation for sick leave.

- a. Before issuing a letter of requirement, the Employer will establish supportive evidence of the employee's absences due to claimed illness that shows a pattern of usage that will be distinguishable as a possible abuse of sick leave privileges over the previous 12-month period. Supportable evidence of possible sick leave abuse means occurrences within the previous 12-month period that are unsupported by a medical certificate and that establish a pattern such as sick leave use in connection with weekends, holidays, on the same day of the week, during inclement weather, during periods of heavy workload, when an undesirable job is to be performed, when refused annual leave, taken as soon as it is earned, or excessive intermittent absences of three (3) days or less. Further, any absence due to alleged illness where the Employer has evidence that the employee was not sick will be justification for issuance of a Letter of Requirement, in addition to appropriate disciplinary action.
- b. When the Employer counsels an employee with respect to the use of his/her sick leave such counseling should take place after occurrences within the previous 12-month period. The employee will be given an opportunity to present any evidence that might support his/her contention that there is no abuse of sick leave privileges. The employee will be entitled to have Union representation present during such counseling session. The Employer will give consideration to any evidence presented by the employee and his/her representative. When counseling is performed, the Employer will prepare a written record of the counseling and provide two copies to the employee.
- c. The Letter of Requirement will provide written notice to the employee that he/she must furnish a medical certificate for each absence which he/she claims was due to illness. Such written notice will not be filed in the employee's official personnel file. The Employer will review the absence due to claimed illness of each employee required to furnish a medical certificate for each absence due to claimed illness at least annually from the date the Letter of Requirement was issued. Upon the ' BUEs request, review will be conducted every six (6) months starting from the date the Letter of Requirement was issued. Should a review indicate no evidence of sick leave abuse during the review period, the employee will be notified in writing that the Letter of Requirement is canceled. Absences covered by a medical certificate will not be considered as abuse of sick leave privileges unless the Employer has specific evidence which contradicts the medical statements.
- d. If an employee disagrees with the findings indicated in the counseling memorandum or the Letter of Requirement, the procedure to challenge the findings will be the negotiated grievance procedure outlined in this agreement.

Section 5: In the event an employee is absent because of incapacitation for duty and does not obtain professional medical attention, sick leave for the period, if due and accrued, shall be granted upon submission of administratively acceptable evidence, other than a medical certificate.

Section 6: BUEs who are sent home sick by the Occupational Health Physician/Naval Health Clinic may not be required to furnish a medical certificate to substantiate such sick leave for this day unless the employee has been directed otherwise.

Section 7: BUEs who are incapacitated for duty because of a serious illness or disability, shall upon request, submit an Application for Leave (OPM Form-71), to include a medical certification, will be advanced sick leave not to exceed thirty (30) days, provided:

- a. The employee is serving under a career or career conditional appointment;
- b. The employee has a minimum of one (1) year's continuous federal service;
- c. He/she has no sick leave to his/her credit;
- d. There is no evidence indicating that the employee is contemplating separation by retirement or resignation;
- e. There is reasonable evidence, substantiated by medical certificate, that the employee will be capable of returning to work and fulfilling the full scope of his/her duties;
- f. There is no evidence indicating the employee will not remain employed after his/her return to duty long enough to repay the advance of sick leave; and
- g. The employee does not have a current letter of requirement for abuse of sick leave.

Section 8: Sick leave Usage for qualifying family members will follow applicable regulations in accordance with 5 CFR 630.

Section 9: The Union agrees that they will support management in seeking sick leave conservation.

Section 10: The Workers Compensation Office, MCAS, will counsel BUEs regarding entitlement to worker's compensation benefits, provide appropriate claim forms, and advise BUEs of their right to elect a treating physician.

## **ARTICLE 12 LEAVE WITHOUT PAY**

Section 1: Leave without pay for unit BUEs will be administered in accordance with the provisions of applicable law, rule, and regulations.

Section 2: The Employer agrees that leave without pay will be granted in the following circumstances:

- a. BUEs who are elected or appointed as a delegate to a Union convention or other such function which necessitates an absence from the activity for periods of two weeks or less will, upon request, be

granted leave without pay for not more than two (2) BUEs at any one time from the same work area provided reasonable advance notice is given.

b. An employee in the unit who has been elected or appointed to a Union office requiring an extended leave of absence will, upon submission of adequate advance written notice, be granted leave without pay. Such leave, in the absence of compelling circumstances, shall be granted for the term of office and, in increments of not more than one (1) year. No more than one (1) employee in the unit will be granted leave without pay for this purpose at any one time. **Intent:** compelling circumstances includes the ability to accomplish the mission.

c. In the situations covered in subparagraphs (a) and (b) above, an employee may elect to use available annual leave instead of leave without pay.

d. Pending action by the Federal Employees Compensation Program, Department of Labor, on a claim resulting from work-related illness or injury provided the employee pursues the claim in a reasonable and timely manner; and for a period of at least one (1) year from the date for which the employee is compensated by the Federal Employees Compensation Program, Department of Labor.

Section 3: BUEs returning from leave without pay shall be granted such rights, privileges, and benefits to which they are entitled, under applicable statutes and regulations.

## **ARTICLE 13 HOLIDAYS**

Section 1: An employee shall be entitled to all holiday benefits now prescribed by Federal law and any that may be later added by law and all holidays designated by Executive Order shall be observed as regular holidays.

Section 2: Holidays as determined above, will be observed as non-workdays. Whenever such holidays as are determined above fall on Saturday or Sunday, the Activity shall observe the preceding Friday or the succeeding Monday, in lieu of such holidays.

Instead of a holiday that occurs on a regular weekly non-workday whose basic workweek is other than Monday through Friday, except the regular weekly non-workday administratively scheduled for the employee instead of Sunday, the workday immediately before that regular weekly non-workday is a legal public holiday for the employee (5 USC 6103). **Intent:** if a holiday occurs on any day, other than Sunday, then the proceeding workday is the holiday. If a holiday occurs on a Sunday, then the following workday is the holiday.

Section 3: Eligible BUEs shall receive their regular hourly rate plus any appropriate shift differential on all days defined as holidays that they are not required to work.

Section 4: BUEs working on a holiday outside their scheduled workweek shall receive the same pay plus any applicable shift differential as they would normally receive on an overtime day.

Section 5: BUEs working on a holiday within their scheduled workweek shall receive double their hourly rate and appropriate shift differential for all hours worked on such holidays in accordance with regulations.

Section 6: BUEs shall be notified of a requirement to work on a holiday in accordance with the notification procedures for overtime work as outlined in Article 9. Holidays have been designated by Congress so as to grant BUEs those days off. It is clear this was Congressional intent. However, it is recognized that there are

times that the needs of the Employer to carry out its mission may require work on holidays. The Employer, when making the determination whether to work the holiday or not, will give first consideration to working workdays other than the holiday to the maximum possible extent. When the Employer contemplates working a holiday, they will contact the Union Shops Committee Chairman and inform him/her of the reasons for working the holiday. If the Union can offer other feasible alternatives, the Employer will give them proper consideration.

#### **ARTICLE 14 TRAVEL**

Section 1: BUEs shall not be required to travel except under the conditions and procedures prescribed by pertinent Department of Defense and Department of the Navy Regulations.

Further, BUEs required to travel in the course of performing assigned duties shall be paid and shall receive per diem and travel allowances as provided by applicable regulations.

#### **ARTICLE 15 PERFORMANCE APPRAISALS**

Section 1: The established performance standards will, to the extent practical, be applied on a fair and equitable basis in evaluating Unit BUEs who are covered by the same standards and are performing like duties.

Section 2: The Employer will determine the performance elements to be evaluated and establish the standards of performance for positions in the unit. The elements and performance standards are to be consistent with the duties and responsibilities of the applicable position and will, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria related to the position.

Section 3: The Employer agrees to implement a performance appraisal program in a fair and equitable manner and in accordance with applicable statutes.

Section 4: The appraisal period will be for one year with the starting and ending time the same for all Unit BUEs. Each employee will be provided with a copy of the completed Performance Appraisal Form by the employee's supervisor, who will explain the performance elements and standards. BUEs will have the right to ask questions and discuss the matter in an effort to ensure mutual understanding.

New hires will receive a current copy of their Job/Position Description. All other BUEs may receive a revised copy upon request.

Section 5: The Union will be notified by the employer of any changes, amendments, or development of new standards or elements that affect bargaining unit BUEs. The union may request to negotiate the Impact and Implication of the aforementioned in accordance with 5 USC 7106.

Section 6: The employee will be provided with a copy of his/her written performance plan within thirty (30) calendar days of the beginning of each appraisal period and for each detail or temporary promotion expected to last 120 days or longer. A closeout rating will be completed when the supervisor of the employee leaves the position after the employee is under performance standards for a minimum of 90 days; when an employee completes a detail or temporary promotion of 120 days or longer under established performance standards; when an employee changes positions after being under established performance standards a minimum of 90 days; or

when an employee changes to a new agency or organization after being under established standards a minimum of 90 days. The closeout rating will be forwarded to the employee's supervisor of record.

Section 7: A copy of all final standards and elements will be provided to the Union.

Section 8: In the event the appropriate Union official is not present for any meeting concerning unacceptable performance, the representative of the Employer will contact the Union President or designated representative who will designate a substitute.

Section 9: A grievance of a Unit employee concerning an official performance evaluation rating of unacceptable is appropriate for processing under the negotiated grievance procedure.

Section 10: BUEs will be counseled if they appear to be falling below the "Acceptable" level in one or more critical elements. If the employee's performance is determined to be "Unacceptable," he/she will be placed on an appropriate Performance Improvement Plan (PIP) to afford an opportunity for improvement prior to initiating an adverse action. The employee will be advised of his/her right to Union representation. However, an official "Unacceptable" performance rating will not be assigned until the employee has had a reasonable opportunity to correct deficiencies to the "Acceptable" level. In the event the employee is not given notification sufficiently in advance of the end of the rating period to provide a reasonable opportunity for improvement, the rating period will be extended for the time necessary to provide for such a reasonable opportunity. The employee will be notified in writing via PIP, which duties of the critical element(s) the employee needs to improve upon, the corrective action needed, and the length of time the employee will be allowed to improve his/her performance before the assignment of an official rating. A copy will be furnished to the Union representative.

Section 11: The Employer will maintain a record of instances which may adversely affect an "Acceptable" rating. Any record used to substantiate a PIP, as it pertains to an employee, will be available for review by the employee and the Union representative, upon request.

Section 12: In those cases of performance deterioration to less than the "Acceptable" level, the Employer will, give consideration to whether or not the provisions of the Employee Assistance Program would be appropriate.  
Section 13: Grievances concerning performance appraisals where the rating assigned is "Unacceptable" may be grieved to the Marine Corps Air Station Performance Rating Board as set forth in Article 23, Section 13.

## **ARTICLE 16 PROMOTIONS**

Section 1: It is the policy of the Employer to fill all the positions within the bargaining unit with the best-qualified candidates for the position and to ensure BUEs receive fair and appropriate treatment. Filling of a position outside the Bargaining unit is not covered by this Agreement.

- a. All positions in the bargaining unit will be filled in compliance with this agreement; subject to governing laws and regulations.
- b. The Employer retains the right to use any lawful means; subject to this agreement, to fill positions either concurrently or in lieu of competitive procedures.

Section 2: The Employer agrees to use, to the maximum extent possible, the skills of the BUEs in the unit. The first area of consideration for filling vacancies will be the Marine Corps Air Station, Cherry Point, NC. The Employer will consult with the Union prior to changing the area of consideration.

Section 3: The preferred method to view announcements is at <http://www.usajobs.gov/>. Normally, the Employer will attempt to inform BUEs of promotion opportunities by posting the promotion announcements on official bulletin boards or verbally and/or by email notification. However, BUEs are responsible for seeking any promotion opportunity.

Section 4: Such announcements will include the qualification requirements for the positions which shall be the current minimum standards approved by the Office of Personnel Management. The Union recognizes that provisions for in-service placement and appropriate selective provisions are essential for certain positions and such provisions will be applied to the OPM standards when necessary. Selective placement factors (used in external recruitment) will not be used in a discriminatory manner. If a selective placement factor is used, the justification for its use shall be identified by the Employer in accordance with OCHR-San Diego procedures. Only OPM has the authority to modify qualification standards after job has been posted.

Section 5: The announcement shall contain the area of consideration, the evaluation methods to be used and what the employee has to do in order to apply. Selections for future competitive promotions may be made from the available inventory.

Section 6: BUEs may use the on-line resume builder called USAJobs to apply for a vacant position. Click on the USAJob website; <http://www.usajobs.gov/> and then login or create an account. The USAJobs system will walk you through the development of your resume. You may submit a hardcopy resume via FAX (although this is not the preferred method). The necessary forms will be available online at [http://www.opm.gov/Forms/pdf\\_fill/OPM1203fx.pdf](http://www.opm.gov/Forms/pdf_fill/OPM1203fx.pdf).

Section 7: The OCHR-San Diego will certify, in accordance with their internal procedures, those who qualify for internal merit promotion and will certify according to category ranking and veterans' preference those who qualify for external.

Section 8: Through USAJobs, applicants will be able to check the status of their application on line.

**Note:** Sections 6, 7, and 8 are for information only and subject to change. Those sections are controlled by the Department of the Navy; not the employer. The Employer agrees to notify the Union of any changes to these sections as expediently as possible.

Section 9: Information regarding a unit employee's skill will be made available for review by the Union Shops Chairman and Alternate Shops Chairman when it is necessary to adjudicate grievances or to determine if a unit employee has a valid grievance in accordance with appropriate law, rule or regulation and to assure compliance with the Negotiated Agreement.

Section 10: For promotion consideration, applicants will be evaluated solely on the basis of information supplied through their submission of a resume through USAJobs and the answers submitted through the self-assessment questionnaire. The self-assessment questionnaire will provide a sound basis for evaluating candidates through an analysis of the position to be filled to determine the knowledge, skills, and abilities to be successful in the position.

Section 11: As part of the selection process, the Employer will give due and appropriate consideration when BUEs submit resume that list those jobs and trade skills certified in their individual training record. Training records are retained in MyBiz and are accessible by the employee.

All candidates on a promotion certificate will be selectable provided they are in reach for certification selection after verification of qualification prior to final job offer.

Section 12: In the event any applicant for promotion requests a review of his/her rating, the applicants shall contact OCHR-San Diego to discuss the qualifications and answer any relevant questions and be allowed Union representation upon request.

Section 13: No loan, detail or reassignment will be made in order to evade the principles of the Merit Promotion Program.

Section 14: First consideration for selections for temporary promotions within the unit will be made from available inventory candidates.

Section 15: BUEs who have accepted a change to a lower grade as a reduction-in-force placement action shall be considered for repromotion in accordance with Article 17, Section 4, of this agreement.

Section 16: The Employer agrees that all tests and interviews for positions within the unit, which are required under the Merit Promotion Program, shall be conducted during normal working hours. All other written tests and interviews for positions within the Marine Corps Air Station will also be scheduled during regular duty hours unless the numbers involved are of such quantity as to create a disruption of the productive effort of the Employer, or testing facilities available during normal working hours are inadequate.

Section 17: The Employer agrees that there shall be no discrimination in the evaluation or selection for promotion because of race, color, religion, sex, national origin, political affiliation, marital status, physical handicap, age, sexual orientation or membership or non-membership in a labor organization, or authorized activities connected with the Union or any other non-merit factor.

Section 18: The Employer agrees that if selection boards are used, procedures and practices shall be consistent and shall be applied to competitive temporary promotions as well as permanent and shall be administered fairly and equitably. To ensure the process is administered fairly and equitably, an Equal Employment Representative shall be present. The Employer further agrees to give consideration to removing a selection board member upon request of BUEs who have substantiated evidence that such a member is prejudiced.

Section 19: TEMPORARY PROMOTIONS: when it is known in advance that a temporary assignment of a unit employee to a position within the unit classified at a higher grade will extend for more than 30 consecutive days, the employee, if qualified, shall be temporarily promoted for the period of the assignment. If during the course of an employee's detail to a higher position, it becomes apparent that the temporary requirement to fill the position will extend beyond 30 consecutive days, the Employer will determine whether to terminate the detail and fill the position through other means or to allow the detailed employee to continue in the assignment. If the Employer decides to allow the detailed employee to continue in the position, he or she will be temporarily promoted (if qualified to be temporarily promoted), effective the 31st day of the assignment, not to exceed 120 days to include the previous 30-day period. Temporary promotions in excess of 120 days shall be made under competitive merit staffing procedures. Non-competitive temporary promotions to higher classified positions within the unit will be assigned fairly and equitably.

Section 20: Unit BUEs shall receive fair and equitable consideration for non-competitive temporary promotions, details and/or temporary assignments.

- a. Interested bargaining unit BUEs will be considered for non-competitive temporary promotions, details, and/or other temporary assignments within their respective shop. Supervisors of bargaining unit BUEs in the shop where the vacancy exists will inform them by posting on shop bulletin boards of the availability of the position. BUEs interested in being considered for the position must notify their

supervisor of their interest. The supervisor will forward the names of the interested individuals to the selecting official.

b. If a selecting official chooses to notify a supervisor of bargaining unit BUEs of the need to fill a specific job/position outside the bargaining unit, the supervisor of those BUEs in the bargaining unit with the identified trade will notify them by posting on shop bulletin boards of the temporary need. BUEs interested in being considered for the position must notify their supervisor of their interest. The supervisor will forward the names of the interested individuals to the selecting official.

c. For non-competitive temporary promotions to supervisory positions within an employee's shop, the branch head or designee of that shop will inform bargaining unit BUEs of such vacancies by posting on shop bulletin boards. Those BUEs on the relief supervisor roster will be given consideration for the vacancy. In the absence of a relief supervisor roster, the branch head or designee will inform bargaining unit BUEs in the shop of such vacancies by posting on shop bulletin boards. Those BUEs interested in being considered for the position must notify the supervisor/designee of their interest. BUEs in the shop who are on leave or TAD will be given consideration.

**NOTE:** The procedures outlined above in paragraphs a, b, and c, of this article are to provide a method whereby BUEs may be considered for opportunities. However, the Employer retains the right to make selections from appropriate sources.

## **ARTICLE 17 PLACEMENT, REHIRING, AND REPROMOTION OF EMPLOYEES AFFECTED BY REDUCTION IN FORCE**

Section 1: The Employer agrees to notify the Union of pending reduction in force actions affecting BUEs of the unit, at which time the Union may make its views and recommendations known concerning the implementation of such reduction in force actions.

Section 2: In the event of a reduction in force, existing vacancies that the Employer elects to fill will be utilized to place qualified BUEs in continuing positions to be filled who otherwise would be separated from the service in accordance with applicable laws, rules and regulations.

Section 3: All career and career-conditional BUEs separated by reduction in force action shall be placed on the reemployment priority list in accordance with applicable Navy and higher level controlling regulations in effect at the time. BUEs will be granted all of those reemployment priority consideration benefits to which they are entitled through applicable regulations.

Section 4: In the case of demotions taken voluntarily in lieu of separation because of reduction in force action, the Employer will, when a vacancy occurs, give consideration to returning such BUE to their former classification and/or competitive level. Consideration will be in the inverse order of the reduction in force action. An employee will be considered qualified if the minimum qualification standards have not substantially changed since the employee's demotion. Excluded from this provision are situations involving the normal advancement of apprentice to journeyman at the satisfactory completion of their apprentice training and the mandatory promotion or placement directed by higher authority. Promotions under this section will be governed by the following criteria:

- a. The employee's performance and conduct prior to demotion and his performance and conduct during the period subsequent to his demotion have been satisfactory. (Proof of satisfactory performance will be based on review of the employee's official personnel record. Single actions or isolated actions over an extended period of time will not be considered as prima facie evidence of unsatisfactory conduct.)
- b. The employee meets current qualification standards for the position and is physically able to perform the major duties of the position. It is further agreed that the reasons for not promoting an employee under these criteria will be furnished to the Union upon request.
- c. Eligibility for repromotion under this section will be governed by applicable agency or higher level regulations and laws.

Section 5: In situations where an employee elects to take a demotion in lieu of separation in a reduction in force action, the employee must be qualified to perform the duties of the lesser rated position subject to exceptions provided in applicable regulations.

Section 6: The Union shall have the right to review retention registers relative to reduction in force actions affecting BUEs in the unit. In addition, with the affected employee's consent and in his/her presence, the Union shall have the right to review Official Personnel Folders and other pertinent papers in connection with formulating reduction in force appeals.

Section 7: The Union shall be furnished a copy of all reduction in force notices issued to BUEs in the Unit.

## **ARTICLE 18 CHANGES IN JOB DESCRIPTIONS AND REQUIREMENTS**

Section 1: The Wage and Classification Program shall be administered within the guidelines and authority delegated by the Office of Personnel Management and higher Navy authority.

Job descriptions are written to accurately describe the principal duties and responsibilities of the incumbent. These descriptions are then classified to determine rate, title, pay level, and qualification requirements. Modifications to job descriptions are required to describe changes in work assignments, as determined by management.

It is agreed that the official job description of each employee in the unit shall contain all of the principal duties which may affect the classification, grade, title or series of the job.

In any case where action is proposed to modify the job description of any employee in the bargaining unit for any reason and such change may affect the rating, title, pay level, or qualification requirements of the position. It is agreed that the proposed change will be discussed with the employee(s) concerned prior to the effective date of the change. Such changes will not be made to evade the merit principles or any other condition negotiated in this agreement. In any discussion pertaining to such proposed change in a job description, the employee(s) concerned may be accompanied by his/her or their Union representative.

The Employer agrees to furnish the Union, with a copy of the job description, and any changes thereto, of all BUEs in the bargaining unit. The Employer will also furnish the Union a copy of all changes in classification standards appropriate to this bargaining unit, and changes in the appeal procedures of the Navy and/or the Office of Personnel Management and will conduct Impact and Implementation bargaining if requested by the Union.

Section 2: Any employee in the Unit who feels that the principal duties of his/her position have changed as the result of changing work assignments shall have the right to request his/her supervisor to make appropriate changes to the job description consistent with the provisions of Section 1 above. The employee may be accompanied by his/her steward in presenting his/her request and discussing it with his supervisor. In any event, the steward will be given the opportunity to be present at such a meeting, even though not requested. The supervisor and the Employee may either agree that the description is proper as written or that a recommended change needs to be submitted through proper channels.

If the decision is that a change is needed, additional training/license is required, the employer will pay for the training/license, the matter is ended when the change is made. If there is disagreement as to whether or not a task or responsibility assigned should be included in the job description, then the matter may be grieved in accordance with the negotiated grievance procedure (Article 23 and arbitrated, if necessary in accordance with Article 24). Once a job description change is made, activity level classification decisions will be made no later than thirty (30) calendar days after the changed job description is submitted.

If there is disagreement of the activity level classification decision, made on the basis of the changed job description, then the employee may file a classification appeal under the appropriate appeal procedure. The appeal procedure is understood to be the sole available procedure for this purpose. It is agreed that the Commanding Officer will forward all such appeals within thirty (30) calendar days after receipt of the appeal.

Classification appeals may be filed at any time an employee believes his/her position is improperly classified. Prior to any such appeal, any question as to the accuracy of the job description must have been first resolved in accordance with the provisions stated in Section 1 above, and the procedures in this section for resolving disputes over job content.

Section 3: The Employer agrees all BUEs in the Unit shall receive equitable treatment, consistent with their skills in respect to job assignments generally recognized as prestigious or qualifying duties for higher level positions.

Section 4: The Employer agrees that all BUEs in the Unit, within their respective job ratings, will be given fair and equitable treatment in respect to details, loans, menial or dirty tasks, or other assignments generally recognized as undesirable.

Section 5: The Employer agrees to the extent possible, consistent with its authority to assign work and the needs of the organization, efforts will be made to assign work consistent with the classification of the position(s) involved. BUEs will be compensated on the basis of the highest level of duties assigned consistent with applicable position classification and job grading standards, procedures, and regulations. When assigning new or distinctly different duties to an established position, the employer will, during the first thirty days of such assignment determine if that assignment results in a higher grade for the position(s) to which assigned. If the assignment does result in a higher grade for the position(s) and the assignment will be for more than thirty days, the Employer will conduct that assignment as a temporary promotion in accordance with governing regulations and Article 16.

## **ARTICLE 19 TRAINING**

Section 1: Training programs should be mission related for BUEs, to the performance of their official duties.

Section 2: The Employer will, to the maximum extent possible, utilize all funds designated for training purposes.

Section 3: Management determines individual training methods and needs. BUEs will be given the opportunity to receive training in a fair and equitable manner without regard to race, color, sex, religion, national origin, age, or physical handicap. Any preparation needed prior to training will be done during working hours to the maximum extent possible.

Section 4: When a management official determines that training is required for current job performance or to meet the job requirements, those BUEs whose duties require, or will require training, will be given first consideration for selection. In considering and selecting BUEs for particular types of training, management will be guided by the following factors:

- a. Established training prerequisites;
- b. Employee job qualifications;
- c. Employee career development needs;
- d. Employee availability and operational needs.

In the event all other factors are equal, seniority as it relates to trade within each shop will be used to determine the selection.

Section 5: It is recognized that training may be impacted by the environment in which it is accomplished. Therefore, management shall endeavor to provide an environment conducive to the learning process.

Section 6: The Employer will keep training records to ensure fair and equitable distribution of training for all BUEs. An employee's training record will be made available to the employee upon request. If desired, the employee may provide a copy to the Union.

## **ARTICLE 20 ENVIRONMENTAL DIFFERENTIALS**

Section 1: The Employer agrees to eliminate or to reduce to the lowest level possible all hazards, physical hardships, and working conditions of an unusually severe nature for the BUEs covered by this Agreement. When such action, does not overcome the unusual nature of the hazard, physical hardship or working condition, an environmental differential is warranted. It is further agreed that the existence of environmental differentials is not intended to condone work practices which circumvent federal safety laws, rules, and regulations. Inspections by the Industrial Hygienist, scheduled and requested in work centers will have the Union Safety Representative, or a Union Representative designated by the Union Shops Chairman, present for the inspection and the results supplied to the Union and posted in the work centers affected. The Employer will notify the Union one week prior to the inspection by email or Phone; or as soon as possible.

Section 2: An environmental differential shall be paid in accordance with appropriate regulation to BUEs within the Unit who are exposed to a hazard of an usually severe nature under circumstances involving exposure to fumes, dust, or noise which cause significant distress or discomfort in the form of nausea, or skin, eye, ear, or nose irritation, or conditions which cause abnormal soil of body, or clothing, etc., and where such distress or discomfort is not practically eliminated.

Section 3: The Employer agrees that an employee in the Unit engaged in work which subjects him/her to soil of body or clothing beyond normal expectancy for his/her rating, and where it cannot be reasonably alleviated by mechanical equipment or protective devices or clothing furnished by the Employer, shall be entitled to environmental pay in the amount prescribed by applicable regulations. Entitlement to environmental pay by BUEs in the Unit will be governed by the criteria established in 5 CFR 532.511, including Appendix A:

Sec. 532.511 Environmental differentials.

(a) Entitlements to environmental differential pay.

(1) In accordance with section 5343 (c) (4) of title 5, United States Code, an employee shall be paid an environmental differential when exposed to a working condition or hazard that falls within one of the categories approved by the Office of Personnel Management.

(2) Each installation or activity must evaluate its situations against the guidelines issued by the Office of Personnel Management to determine whether the local situation is covered by one or more of the defined categories.

(b) Amount of environmental differential payable.

(1) An employee entitled to an environmental differential shall be paid an amount equal to the percentage rate authorized by the Office of Personnel Management for the category in which the working condition or hazard falls, multiplied by the rate for the second step of WG-10 for the appropriated fund employees on the current regular non-supervisory wage schedule for the wage area for which the differential is payable, counting one-half cent and over as a whole cent.

(2) An employee entitled to an environmental differential on an actual exposure basis shall be paid a minimum of one hour's differential pay for the exposure. For exposure beyond one hour, the employee shall be paid in increments of one quarter hour for each 15 minutes or portion thereof in excess of 15 minutes. Entitlement begins with the first instance of exposure and ends one hour later, except that when exposure continues beyond the hour, it shall be considered ended at the end of the quarter hour in which exposure actually terminated.

(3) An employee entitled to an environmental differential on the basis of hours in a pay status shall be paid for all hours in a pay status on the day on which he/she is exposed to the situation.

(4) An employee may not be paid more than one environmental differential for a particular period of work.

(5) The payment of environmental differential pay is computed on the basis of the highest environmental differential rate authorized during the period of entitlement.

(6) The number of hours an employee is paid environmental differential shall not exceed the number of hours of duty performed by the employee on the day of exposure except as required by paragraph (b)(3) of this section.

(c) Basic pay. Environmental differential pay is part of basic pay and shall be used to compute premium pay (pay for overtime, holiday, or Sunday work), the amount from which retirement deductions are made, and the amount on which group life insurance is based. It is not part of basic pay for purposes of lump-sum annual leave payments and severance pay nor is its loss an adverse action.

(d) The schedule of environmental differentials is set out as appendix A to this subpart and is incorporated in and made a part of this section.

**Part I—Payment for Actual Exposure**

<b>Differential rate (percent)</b>	<b>Category for which payable</b>	<b>Effective date</b>
100	1. Flying. Participating in flights under one or more types of the following conditions	Nov. 1, 1970.
	a. Test flights of a new or repaired plane or modified plane when the repair or modification may affect the flight characteristics of the plane;	
	b. Flights for test performance of plane under adverse conditions such as in low altitude or severe weather conditions, maximum load limits, or overload;	
	c. Test missions for the collection of measurement data where two or more aircraft are involved and flight procedures require formation flying and/or rendezvous at various altitudes and aspect angles;	
	d. Flights deliberately undertaken in extreme weather conditions such as flying into a hurricane to secure weather data;	
	e. Flights to deliver aircraft which have been prepared for one-time flight without being test flown prior to delivery flight;	
	f. Flights for pilot proficiency training in aircraft new to the pilot under simulated emergency conditions which parallel conditions encountered in performing flight tests;	
	g. Low-level flights in small aircraft including helicopters at altitude of	

Differential rate (percent)	Category for which payable	Effective date
	150 meters (500 feet) and under in daylight and 300 meters (1,000 feet) and under at night when the flights are over mountainous terrain, or in fixed-wing aircraft involving maneuvering at the heights and times specified above, or in helicopters maneuvering and hovering over water at altitudes of less than 150 meters (500 feet);	
	h. Low-level flights in an aircraft flying at altitudes of 60 meters (200 feet) and under while conducting wildlife surveys and law enforcement activities, animal depredation abatement and making agricultural applications, and conducting or facilitating search and rescue operations; flights in helicopters at low levels involving line inspection, maintenance, erection, or salvage operations;	
	i. Flights involving launch or recovery aboard an aircraft carrier;	
	j. Reduced gravity light testing in an aircraft flying a parabolic flight path and providing a testing environment ranging from weightlessness up through 20 meters per second <sup>2</sup> (2 gravity) conditions;	
25	2. High work	Nov. 1, 1970.
	a. Working on any structure of at least 30 meters (100 feet) above the ground, deck, floor or roof, or from the bottom of a tank or pit;	
	b. Working at a lesser height:	
	(1) If the footing is unsure or the structure is unstable; or	
	(2) If safe scaffolding, enclosed ladders or other similar protective facilities are not adequate (for example, working from a swinging stage, boatswain chair, a similar support); or	
	(3) If adverse conditions such as darkness, steady rain, high wind, icing, lightning or similar environmental factors render working at such height(s) hazardous.	
	3. Floating targets. Servicing equipment on board a target ship or barge in which the employee is required to board or leave the target vessel by small boat or helicopter	Nov. 1, 1970.
4	4. Dirty work. Performing work which subjects the employee to soil of body or clothing:	Nov. 1, 1970.
	a. Beyond that normally to be expected in performing the duties of the classification; and	
	b. Where the condition is not adequately alleviated by the mechanical equipment or protective devices being used, or which are readily available, or when such devices are not feasible for use due to health considerations (excessive temperature, asthmatic conditions, etc.); or	
	c. When the use of mechanical equipment, or protective devices, or protective clothing results in an unusual degree of discomfort.	
4	5. Cold work. a. Working in cold storage or other climate-controlled areas where the employee is subjected to temperatures at or below freezing (0	Nov. 1, 1970.

Differential rate (percent)	Category for which payable	Effective date
	degrees Celsius (32 degrees Fahrenheit))	
	b. Working in cold storage or other climate-controlled areas where the employee is subjected to temperatures at or below freezing (0 degrees Celsius (32 degrees Fahrenheit)) where such exposure is not practically eliminated by the mechanical equipment or protective devices being used.	Mar. 13, 1977.
4	6. Hot work. a. Working in confined spaces wherein the employee is subjected to temperatures in excess of 43 degrees Celsius (110 degrees Fahrenheit)	Nov. 1, 1970.
	b. Working in confined spaces wherein the employee is subjected to temperatures in excess of 43 degrees Celsius (110 degrees Fahrenheit) where such exposure is not practically eliminated by the mechanical equipment or protective devices being used.	Mar. 13, 1977.
4	7. Welding preheated metals. Welding various metals or performing an integral part of the welding process when the employee must work in confined spaces in which large sections of metal have been preheated to 66 degrees Celsius (150 degrees Fahrenheit) or more, and the discomfort is not alleviated by protective devices or other means, or discomforting protective equipment must be worn	Nov. 1, 1970.
4	8. Micro-soldering or wire welding and assembly. Working with binocular-type microscopes under conditions which severely restrict the movement of the employee and impose a strain on the eyes, in the soldering or wire welding and assembly of miniature electronic components.	Nov. 1, 1970.
25	9. Exposure to hazardous weather or terrain. Exposure to dangerous conditions of terrain, temperature and/or wind velocity, while working or traveling when such exposure introduces risk of significant injury or death to employees; such as the following:	July 1, 1972.
	Examples:	
	—Working on cliffs, narrow ledges, or steep mountainous slopes, with or without mechanical work equipment, where a loss of footing would result in serious injury or death.	
	—Working in areas where there is a danger of rockfalls or avalanches.	
	—Traveling in the secondary or unimproved roads to isolated mountaintop installations at night, or under adverse weather conditions (snow, rain, or fog) which limits visibility to less than 30 meters (100 feet), when there is danger of rock, mud, or snowslides	
	—Traveling in the wintertime, either on foot or by vehicle, over secondary or unimproved roads or snowtrails, in sparsely settled or isolated areas to isolated installations when there is danger of avalanches, or during “whiteout” phenomenon which limits visibility to less than 3 meters (10 feet)	
	—Working or traveling in sparsely settled or isolated areas with exposure	

Differential rate (percent)	Category for which payable	Effective date
	to temperatures and/or wind velocity shown to be of considerable or very great danger on the windchill chart (Exhibit 1 of this appendix), and shelter (other than temporary shelter) or assistance is not readily available	
	—Snowplowing or snow and ice removal on primary, secondary or other class of roads, when (a) there is danger of avalanche or (b) there is danger of missing the road and falling down steep mountainous slopes, because of lack of snow-stakes, “whiteout” conditions, or sloping icepack covering the snow	
25	10. Unshored work. Working in excavation areas before the installation of proper shoring or other securing barriers, or in catastrophe areas, where there is a possibility of cave-in, building collapse or falling debris when such exposures introduce risk of significant injury or death to employees, such as the following:	July 1, 1972.
	Examples:	
	—Working adjacent to the walls of an unshored excavation at depths greater than 1.8 meters (6 feet) (except when the full depth of the excavation is in stable solid rock, hard slag, or hard shale, or the walls have been graded to the angle of repose; that is, where the danger of slides is practically eliminated), when work is performed at a distance from the wall which is less than the height of the wall	
	—Working within or immediately adjacent to a building or structure which has been severely damaged by earthquake, fire, tornado or similar cause	
	—Working underground in the construction and/or inspection of tunnels and shafts before the necessary lining of the passageway have been installed	
	—Duty underground in abandoned mines where lining of tunnels or shafts is in a deteriorated condition	
15	11. Ground work beneath hovering helicopter. Participating in operation to attach or detach external load to helicopter hovering just overhead	July 1, 1972.
15	12. Hazardous boarding or leaving of surface craft. Boarding or leaving vessels or transferring equipment to or from a surface craft under adverse conditions of foul weather, ice, or night when sea state is high (0.9 meter (3 feet) and above), and deck conditions and/or wind velocity in relation to the size of the craft introduce unusual risks to employees	July 1, 1972.
	Examples:	
	—Boarding or leaving vessels at sea.	
	—Boarding or leaving, or transferring equipment between small boats or rafts and steep, rocky, or coral-surrounded shorelines	
	—Transferring equipment between a small boat and a rudimentary dock by improvised or temporary facility such as an unfastened plank leading from boat to dock	

<b>Differential rate (percent)</b>	<b>Category for which payable</b>	<b>Effective date</b>
	—Boarding or leaving, or transferring equipment from or to ice covered floats, rafts, or similar structures when there is danger of capsizing due to the added weight of the ice	
8	13. Cargo handling during lightering operations. Off-lading of cargo and supplies from surface ships to Landing Craft-Medium (LCM) boats when swells or wave action are sufficiently severe as to cause sudden listing or pitching of the deck surface or shifting or falling of equipment, cargo, or supplies which could subject the employee to falls, crushing, ejection into the water or injury by swinging cargo hooks	July 1, 1972.
15	14. Duty aboard surface craft. Duty aboard a surface craft when the deck conditions or sea state and wind velocity in relation to the size of the craft introduces the risk of significant injury or death to employees, such as the following:	July 30, 1972.
	Participating as a member of a water search and rescue team in adverse weather conditions when winds are blowing at 56 km/h (35 m.p.h.) (classified as gale winds) or in water search and rescue operations at night	
	—Participating as a member of a weather projects team when work is performed under adverse weather conditions, when winds are blowing at 56 km/h (35 m.p.h.), and/ or when seas are in excess of 4.3 meters (14 feet), or when working on outside decks when decks are slick and icy when swells are in excess of 0.9 meter (3 feet)	
	—When embarking, disembarking or traveling in small craft (boat) on Lake Ponchartrain when wind direction is from north northeast or northwest, and wind velocity is over 7.7 meters per second (15 knots); or when travel on Lake Ponchartrain is necessary in small craft, without radar equipment, due to emergency or unavoidable conditions and the trip is made in dense fog run procedures	
	—Participating in deep research vessel sea duty wherein the team member is engaged in handling equipment on or over the side of the vessel when the sea state is high (6.2-meter-per-second (12-knot) winds and 0.9 meter (3-foot) waves) and the work is done on relatively unprotected deck areas	
	—Transferring from a ship to another ship via a chair harness hanging from a highline between the ships when both vessels are under way	
	—Duty performed on floating platforms, camels, or rafts, using tools equipment or materials associated with ship repair or construction activities, where swells or wave action are sufficiently severe to cause sudden listing or pitching of the deck surface or dislodgement of equipment which could subject the employee to falls, crushing, or ejection into the water	
50	15. Work at extreme heights. Working at heights 30 meters (100 feet) or more above the ground, deck, floor or roof, or from the bottom of a tank or pit on such open structures as towers, girders, smokestacks and similar structures:	Oct. 22, 1972.

<b>Differential rate (percent)</b>	<b>Category for which payable</b>	<b>Effective date</b>
	(1) If the footing is unsure or the structure is unstable; or	
	(2) If safe scaffolding, enclosed ladders or other similar protective facilities are not adequate (for example, working from a swinging stage, boatswain chair, or a similar support); or	
	(3) If adverse conditions such as darkness, steady rain, high wind, icing, lightning, or similar environmental factors render working at such height(s) hazardous	
6	16. Fibrous Glass Work. Working with or in close proximity to fibrous glass material which results in exposure of the skin, eyes or respiratory system to irritating fibrous glass particles or slivers where exposure is not practically eliminated by the mechanical equipment or protective devices being used.	Feb. 28, 1975.
50	17. High Voltage Electrical Energy. Working on energized electrical lines rated at 4,160 volts or more which are suspended from utility poles or towers, when adverse weather conditions such as steady rain, high winds, icing, lightning, or similar environmental factors make the work unusually hazardous.	Apr. 11, 1977.
6	18. Welding, Cutting or Burning in Confined Spaces. Welding, cutting, or burning within a confined space which necessitates working in a horizontal or nearly horizontal position, under conditions requiring egress of at least 4.3 meters (14 feet) over and through obstructions including: (1) access openings and baffles having dimensions which greatly restrict movements, and (2) irregular inner surfaces of the structure or structure components	Jan. 18, 1978.

**Part II—Payment on Basis of Hours in Pay Status**

<b>Differential rate (percent)</b>	<b>Category for which payable</b>	<b>Effective date</b>
50	1. Duty aboard submerged vessel. Duty aboard a submarine or other vessel such as a deep-research vehicle while submerged.	Nov. 1, 1970.
8	2. Explosives and incendiary material—high degree hazard. Working with or in close proximity to explosives and incendiary material which involves potential personal injury such as permanent or temporary, partial or complete loss of sight or hearing, partial or complete loss of any or all extremities; other partial or total disabilities of equal severity; and/or loss of life resulting from work situations wherein protective devices and/or safety measures either do not exist or have been developed but have not practically eliminated the potential for such personal injury. Normally, such work situations would result in extensive property damage requiring complete replacement of equipment and rebuilding of the damaged area; and could result in personal injury to adjacent employees	Nov. 1, 1970.

Differential rate (percent)	Category for which payable	Effective date
	Examples	
	—Working with, or in close proximity to operations involved in research, in testing, manufacturing, inspection, renovation, maintenance and disposal, such as:	
	—Screening, blending, drying, mixing, and pressing of sensitive explosives and pyrotechnic compositions such as lead azide, black powder and photoflash powder	
	—Manufacture and distribution of raw nitroglycerine	
	—Nitration, neutralization, crystallization, purification, screening and drying of high explosives	
	—Manufacture of propellants, high explosives and incendiary materials	
	—Melting, cast loading, pellet loading, drilling, and thread cleaning of high explosives	
	—Manufacture of primary or initiating explosives such as lead azide	
	—Manufacture of primer or detonator mix	
	—Loading and assembling high-energy output flare pellets	
	—All dry-house activities involving propellants or explosives	
	—Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive explosives and incendiary materials	
	—All operations involving fire fighting on an artillery range or at an ammunition manufacturing plant or storage area, including heavy duty equipment operators, truck drivers, etc.	
	—All operations involving regarding and cleaning of artillery ranges	
	—At-sea shock and vibration tests. Arming explosive charges and/or working with, or in close proximity to, explosive-armed charges in connection with at-sea shock and vibration tests of naval vessels, machinery, equipment and supplies	
	—Handling or engaging in destruction operations on an armed (or potentially armed) warhead	
4	3. Explosives and incendiary material—low degree hazard. a. Working with or in close proximity to explosives and incendiary material which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation and possible adjacent employees; minor irritation of the skin; minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used	Nov. 1, 1970.

Differential rate (percent)	Category for which payable	Effective date
	b. Working with or in close proximity to explosives and incendiary material which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation and possible adjacent employees; minor irritation of the skin; minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used and wherein protective device and/or safety measures have not practically eliminated the potential for such injury	Mar. 13, 1977.
	Examples	
	—All operations involving loading, unloading, storage and hauling of explosive and incendiary ordnance material other than small arms ammunition. (Distribution of raw nitroglycerine is covered under high degree hazard—see category 2 above.)	
	—Duties such as weighing, scooping, consolidating and crimping operations incident to the manufacture of stab, percussion, and low energy electric detonators (initiators) utilizing sensitive primary explosives compositions where initiation would be kept to a low order of propagation due to the limited amounts permitted to be present or handled during the operations	
	—Load, assembly and packing of primers, fuses, propellant charges, lead cups, boosters, and time-train rings	
	—Weighing, scooping, loading in bags and sewing of ignitor charges and propellant zone charges	
	—Loading, assembly, and packing of hand-held signals, smoke signals, and colored marker signals	
	—Proof-testing weapons with a known overload of powder or charges	
	—Arming/disarming or the installation/removal of any squib, explosive device, or component thereof, connected to or part of a solid propulsion system, including work situations involving removal, inspection, test and installation of aerospace vehicle egress and jettison systems and other cartridge actuated devices and rocket assisted systems or components thereof, when accidental or inadvertent operation of the system or a component might occur	
8	4. Poisons (toxic chemicals)—high degree hazard. Working with or in close proximity to poisons (toxic chemicals), other than tear gas or similar irritants, which involves potential serious personal injury such as permanent or temporary, partial or complete loss of faculties and/or loss of life including exposure of an unusual degree to toxic chemicals, dust, or fumes of equal toxicity generated in work situations by processes required to perform work assignments wherein protective devices and/or safety measures have been developed but have not practically eliminated the potential for such personal injury	Nov. 1, 1970.

Differential rate (percent)	Category for which payable	Effective date
	Examples	
	—Handling and storing toxic chemical agents including monitoring of areas to detect presence of vapor or liquid chemical agents; examining of material for signs of leakage or deteriorated material; decontaminating equipment and work sites; work relating to disposal of deteriorated material (exposure to conjunctivitis, pulmonary edema, blood infection, impairment of the nervous system, possible death)	
	—Renovation, maintenance, and modification of toxic chemicals, guided missiles, and selected munitions	
	—Operating various types of chemical engineering equipment in a restricted area such as reactors, filters, stripping units, fractioning columns, blenders, mixers, pumps, and the like utilized in the development, manufacturing, and processing of toxic or experimental chemical warfare agents	
	—Demilitarizing and neutralizing toxic chemical munitions and chemical agents	
	—Handling or working with toxic chemicals in restricted areas during production operations	
	—Preparing analytical reagents, carrying out colorimetric and photometric techniques, injecting laboratory animals with compounds having toxic, incapacitating or other effects	
	—Recording analytical and biological tests results where subject to above types of exposure	
	—Visually examining chemical agents to determine conditions or detect leaks in storage containers	
	—Transferring chemical agents between containers	
	—Salvaging and disposing of chemical agents	
4	5. Poisons (toxic chemicals)—low egress hazard. a. Working with or in close proximity to poisons (toxic chemicals other than tear gas or similar irritating substances) in situations for which the nature of the work does not require the individual to be in as direct contact with, or exposure to, the more toxic agents as in the case with the work described under high hazard for this class of hazardous agents	Nov. 1, 1970.
	b. Working with or in close proximity to poisons (toxic chemicals other than tear gas or similar irritating substances) in situations for which the nature of the work does not require the individual to be in as direct contact with, or exposure to, the more toxic agents as in the case with the work described under high hazard for this class of hazardous agents and wherein	Mar. 13, 1977.

Differential rate (percent)	Category for which payable	Effective date
	protective devices and/or safety measures have not practically eliminated the potential for personal injury	
	Example	
	—Handling for shipping, marking, labeling, hauling and storing loaded containers of toxic chemical agents that have been monitored	
8	6. Micro-organisms—high degree hazard. Working with or in close proximity to micro-organisms which involves potential personal injury such as death, or temporary, partial, or complete loss of faculties or ability to work due to acute, prolonged, or chronic disease. These are work situations wherein the use of safety devices and equipment, medical prophylactic procedures such as vaccines and antisera and other safety measures do not exist or have been developed but have not practically eliminated the potential for such personal injury	Nov. 1, 1970.
	Examples	
	—Direct contact with primary containers of organisms pathogenic for man such as culture flasks, culture test tubes, hypodermic syringes and similar instruments, and biopsy and autopsy material. Operating or maintaining equipment in biological experimentation or production	
	—Cultivating virulent organisms on artificial media, including embryonated hen's eggs and tissue cultures where inoculation or harvesting of living organisms is involved for production of vaccines, toxides, etc., or for sources of material for research investigations such as antigenic analysis and chemical analysis	
4	7. Micro-organisms—low degree hazard. a. Working with or in close proximity to micro-organisms in situations for which the nature of the work does not require the individual to be in direct contact with primary containers of organisms pathogenic for man, such as culture flasks, culture test tubes, hypodermic syringes and similar instruments, and biopsy and autopsy material	Nov. 1, 1970.
	b. Working with or in close proximity to micro-organisms in situations for which the nature of the work does not require the individual to be in direct contact with primary containers of organisms pathogenic for man, such as culture flasks, culture test tubes, hypodermic syringes and similar instruments, and biopsy and autopsy material and wherein the use of safety devices and equipment and other safety measures have not practically eliminated the potential for personal injury	Mar. 13, 1977.
8	8. Pressure chamber and centrifugal stress. Exposure in pressure chamber which subjects employee to physical stresses or where there is potential danger to participants by reason of equipment failure or reaction to the test conditions; or exposure which subjects an employee to a high degree of	July 1, 1972.

<b>Differential rate (percent)</b>	<b>Category for which payable</b>	<b>Effective date</b>
	centrifugal force which causes an unusual degree of discomfort	
	Examples	
	—Participating as a subject in diving research tests which seek to establish limits for safe pressure profiles by working in a pressure chamber simulating diving or, as an observer to the test or as a technician assembling underwater mock-up components for the test, when the observer or technician is exposed to high pressure gas piping systems, gas cylinders, and pumping devices which are susceptible to explosive ruptures	
	—Participating in altitude chamber studies ranging from 5500 to 45,700 meters (18,000 to 150,000 feet) either as subject or as observer exposed to the same conditions as the subject	
	—Participating as subject in centrifuge studies involving elevated G forces above the level of 49 meters per second <sup>2</sup> (5 G's) whether or not at reduced atmospheric pressure	
	—Participating as a subject in a rotational flight simulator in studies involving continuous rotation in one axis through 360° at rotation rates greater than 15 r.p.m. for periods exceeding three minutes	
8	9. Work in fuel storage tanks. When inspecting, cleaning or repairing fuel storage tanks where there is no ready access to an exit, under conditions requiring a breathing apparatus because all or part of the oxygen in the atmosphere has been displaced by toxic vapors or gas, and failure of the breathing apparatus would result in serious injury or death within the time required to leave the tank	July 1, 1972.
	10. Firefighting. Participating or assisting in firefighting operations on the immediate fire scene and in direct exposure to the hazards inherent in containing or extinguishing fires	July 1, 1972.
25	High degree	
	—Fighting forest and range fires on the fireline	
8	Low degree	
	—All other firefighting	
8	11. Experimental landing/recovery equipment tests	July 1, 1972.
	—Participating in tests of experimental or prototype landing and recovery equipment where personnel are required to serve as test subjects in spacecraft being dropped into the sea or laboratory tanks	
8	12. Land impact or pad abort of space vehicle. Actual participation in dearming and safing explosive ordnance, toxic propellant, and high-	July 1, 1972.

Differential rate (percent)	Category for which payable	Effective date
	pressure vessels on vehicles that have land impacted or on vehicles on the launch pad that have reached a point in the countdown where no remote means are available for returning the vehicle to a safe condition	
4	13. Mass explosives and/or incendiary material. Working within a controlled danger area in, on, or around wharves, transfer areas, or temporary holding areas in a transshipment facility when explosives are in the process of being shifted to or from a conveyance	July 1, 1972.
	Such an area shall include land and sea areas within which it has been determined that personnel are subject to an unusual degree of exposure or liability to serious injury or death from potential explosive effect	
	A transshipment facility for this purpose is a port or sea terminal established for the marshalling or temporary assembly of explosives prior to shipment where amounts in excess of 113,400 kilograms (250,000 pounds) net explosive weight (NEW) are present on a regular or recurring basis	
4	14. Duty aboard aircraft carrier. Duty aboard an aircraft carrier when exposed to hazards connected with aircraft launch and recovery:	July 1, 1972.
	Examples	
	—Participating in carrier suitability trials aboard aircraft carriers when work is performed on the flight deck during launch, recovery and refueling operations	
	—Operating or monitoring camera equipment adjacent to flight deck in the area of maximum hazard during landing sequence while conducting photographic surveys aboard aircraft carriers during periods of heavy aircraft operations	Mar. 4, 1974.
8	15. Participating in missile liquid propulsion or solid propulsion situations. Participating in research and development, or preoperational test and evaluation situation involving missile liquid or solid propulsion systems where mechanical, or other equipment malfunction, or accidental combination of certain fuels and/or chemicals, or transient voltage and current buildup on or within the system when the system is in a “go” condition on the test stand, or sled, can result in explosion, fire, premature ignition or firing	
	Examples	
	—Test stand or track tests, when adequate protective devices and/or safety measures either do not exist or have been developed but have not practically eliminated the potential for personal injury, under any of the following conditions:	
	a. Tanks are being pressurized above normal servicing pressure	

Differential rate (percent)	Category for which payable	Effective date
	b. Assembly, disassembly, or repair of contaminated plumbing containing inhibited red fuming nitric acid and unsymmetrical dimethyl hydrazine or other hypergolic fuels is required	
	c. Fueling and defueling	
	—Hoisting hypergolic liquid fueled systems into, or out of, a test stand, where the working area is confined, and external plumbing is present resulting in a situation where the plumbing may be damaged causing a leak	
	—Tests on foreign missiles where technical data is questionable or not available	
	—Manned test firings of small, close support missiles for which safety performance data are not yet available	
	—Removal of a missile, propulsion system or component thereof from a test stand, fixture, or environmental chamber where there is reason to believe that the item may be unusually hazardous due to damage resulting from the test	
8	16. Asbestos. Working in an area where airborne concentrations of asbestos fibers may expose employees to potential illness or injury. This differential will be determined by applying occupational safety and health standards consistent with the permissible exposure limit promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970 as published in title 29, Code of Federal Regulations, §§1910.1001 or 1926.1101. Regulatory changes in §§1910.1001 or 1926.1101 are hereby incorporated in and made a part of this category, effective on the first day of the first pay period beginning on or after the effective date of the changes	Nov. 24, 2003.
8	17. Working at high altitudes. Performing work at a land-based work site more than 3900 meters (12,795 feet) in altitude, provided the employee is required to commute to the work site on the same day from a substantially lower altitude under circumstances in which the rapid change in altitude may result in acclimation problems	April 2, 1999.

Section 4: It is further agreed that supervisors, when assigning BUEs to work for which environmental pay is indicated, will so notify the employee. In the absence of such notification, the employee will assume that such environmental pay is not applicable. If at any time during a job assignment an employee believes that environmental pay is warranted, the employee should call the matter to the attention of the immediate supervisor, who will make a determination and advise the employee whether or not environmental pay will be allowed. The employee shall have the right to be represented by his/her shop steward when discussing environmental pay with his/her immediate supervisor.

## **ARTICLE 21 DISCIPLINARY ACTIONS**

Section 1: This Article shall pertain to suspensions of fourteen (14) days or less, and letters of reprimand as defined by 5 USC § 7501.

Excluded from the provisions of this Article and the Negotiated Grievance Procedure are:

- a. Suspension of an employee in the interest of National Security;
- b. Suspension initiated under the authority of the Special Counsel of the Merit Systems Protection Board.

Section 2: The Employer agrees that disciplinary action shall only be taken for just cause.

Section 3: The Employer will notify the Union of all officially proposed disciplinary actions against an employee of the unit as soon as possible after notification is given to the employee, except in those cases where the action is based on a matter personal to the employee and the employee requests in writing that the action be kept confidential. Disciplinary actions shall be taken only for just cause, and the employee will be notified of his/her rights to appeal and or the appropriate procedures available for appealing such actions.

Section 4: When the immediate supervisor questions an employee in an effort to assure himself/herself of the facts of a situation within the normal purview of supervisor-employee relationship, or when any supervisor observes infractions of rules and the immediate supervisor of the employee is not readily available, Union representation may be requested. In the latter case, the observing supervisor should take such steps on the spot as appears warranted to correct the situation. Thereafter, he/she should locate the supervisor concerned, explain the circumstances to him/her, and place responsibility for any further action in his/her hands. When the facts of the situation indicate that further action may be necessary, the employee shall be notified, in the presence of his/her steward, of his/her right to Union representation before proceeding. Except as provided above, BUEs shall not be subject to questioning or inquiry by any official of the Employer without prior notification to the employee in the presence of his/her steward of his/her right to Union representation.

Section 5: Normally, disciplinary actions under this article shall be initiated within a reasonable period of time after all the facts have been made known to the official responsible for initiating the action. If the official responsible for initiating the action has informed the employee that he/she will be initiating disciplinary action against the employee, and the official does not initiate/propose the disciplinary action within 30 calendar days after all information has been made known to him/her, the official will notify the employee of the reason(s) for the delay.

Section 6: Upon written request, the employee will be provided a copy of the written information relied upon for the basis of the disciplinary action.

Section 7: It is recognized that all BUEs are expected to pay promptly all just financial obligations. In the event of a dispute between an employee and any private individual or firm, the Employer will not make any determination as to the validity of the debt, the amount of the disputed indebtedness, or the method or terms of payment agreed to by the creditor and the employee, nor will any disciplinary action be taken by the Employer until such dispute has been resolved by the parties concerned or by an appropriate civil court. Excluded from the provisions of this Section are monies required to be withheld by the Debt Collection Act.

Section 8: Grievances of actions described in Section 1 will be processed through the negotiated grievance procedure of this agreement starting at Step 2. The grievance will be submitted directly to the division director in these cases. Should the grievance involve the interpretation or application of written policy or provisions of laws or regulations of higher authority, processing the grievance will be delayed until the questioned policy, law, or regulation has been interpreted by the issuing authority.

Section 9: Grievance rights concerning the interpretation or application of this article do not apply to BUEs serving probationary or trial periods or holding a temporary appointment, when such actions are initiated by the Employer within one hundred twenty (120) calendar days from the date of employment. In order to avoid misunderstandings in this regard, the Union will be notified prior to the expiration of the one hundred twenty (120) day period when the Employer contemplated such actions.

Section 10: Any employee in the Unit is entitled to Union representation in any examination of the employee by a representative of the Employer in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee; and the employee requests representation.

Section 11: The Employer shall annually inform BUEs of the unit of their rights under Section 10 above.

## **ARTICLE 22 ADVERSE ACTIONS**

Section 1: This article pertains to BUEs as defined by 5 USC § 7511 and adverse actions covered by Title 7 P.L. 95-454, 5 USC § 7512, i.e., removal, suspensions for more than 14 days, reduction in grade or pay, or furlough for 30 days or less. This article does not include those actions excluded by 5 USC § 7512.

Section 2: Adverse action will be taken only for such cause as will promote the efficiency of the service. In accordance with 5 USC § 7513, the Employer will advise the employee of his/her right to be represented by a Union or other representative of his/her choice, or an attorney at his/her own expense.

Section 3: In the event an employee is issued a proposed notice of an adverse action, the deciding official, upon request and prior to the notice of decision, shall meet with the employee and representative of his/her choice to allow the employee to reply to the notice of proposed adverse action. The employee shall have the opportunity to submit affidavits and/or other documentation (including medical) should he/she desire.

Section 4: Upon request, an employee who is in a duty status shall be authorized a reasonable amount of official time to review the material relied upon by the Employer in proposing the adverse action. It is further agreed that upon written request by the employee or his/her designated representative, a copy of the material relied upon by the Employer for taking the action will be provided to the employee and/or his/her representative.

Section 5: In the event an employee is issued a notice of decision on an adverse action which is unfavorable to the employee, with the exception of removal actions and any decision invoking the crime provision, such notice shall be delivered to the employee at least five (5) work days prior to the effective date of the action.

Section 6: An employee will be advised of his/her appeal rights in the written decision letter issued by the deciding official.

**ARTICLE 23**  
**GRIEVANCE PROCEDURE**

Section 1: The Employer agrees that the provisions of this agreement and all rules and regulations controlling working conditions and benefits for members of the bargaining unit will be administered fairly and equitably.

Section 2: A grievance under this procedure is defined as any complaint;

- 1) by any employee concerning any matter relating to the employment of the employee (the matter must personally affect the employee);
- 2) by the Union concerning any matter relating to the employment of any employee; or
- 3) by an employee, group of BUEs, the Union, or the Employer concerning;
  - a. the effect or interpretation, breach or claim of breach, of the Collective Bargaining Agreement; or
  - b. any claimed violation concerning the interpretation or application of any law, rule or regulation.

Section 3: This procedure is the sole procedure for resolving disputes over the interpretation or application of this agreement, policies, rules and regulations which govern and control working conditions which are locally interpreted and applied by line management, excluding only the following:

- a. Any claimed violation of matter relating to prohibited political activities.
- b. Retirement, life insurance, or health insurance.
- c. National Security matters.
- d. Any examination, certification, or appointment.
- e. Classification of any position which does not result in the reduction in grade or pay of an employee.
- f. Discrimination complaints based on race, color, sex, age, religion, national origin, or handicapping condition.
- g. Performance Ratings.
- h. Qualifications and rankings determined and issued by OCHR- San Diego.
- i. All employee appeals or grievances concerning reduction in force actions.
- j. The termination or separation of probationary and temporary BUEs.
- k. Notices of proposed disciplinary or adverse actions.
- l. Oral admonishments.

- m. Memorandums for the Record.
- n. Letters of Caution.
- o. As otherwise excluded by law, regulation, or this Agreement.

Section 4: Relation of this grievance procedure to other statutory procedures.

- a. An aggrieved employee affected by a prohibited personnel practice under 5 USC § 2302(b)(1) which also falls under the coverage of this grievance procedure, may raise the matter under an appropriate statutory procedure or this grievance procedure, but not both.
- b. Matters covered under 5 USC § 4303 (actions based on unacceptable performance) and 5 USC § 7512 (adverse actions) which also fall within the coverage of this grievance procedure, may in the discretion of the employee, if covered, be raised under the appellant procedures of 5 USC § 7701 (appeal to the Merit Systems Protection Board) or under this grievance procedure, but not both.
- c. An employee shall be deemed to have exercised his option under this section at such time as the employee timely initiates an action under the applicable statutory procedure; timely files a notice of appeal under the applicable appellant procedure, or files a grievance in writing under this grievance procedure whichever occurs first.
- d. In matters covered under 5 USC § 4303 and 5 USC § 7512 which have been raised under this Negotiated Grievance Procedure, the arbitrator shall be governed by 5 USC § 7701(c)(1) and (2).

Section 5: An employee or group of BUEs may present their own grievances over interpretation or application of this agreement and have them adjusted without the intervention of the exclusive representative, provided an exclusive representative has been given an opportunity to be present at the adjustment, such adjustment is not inconsistent with the agreement, and the final decision is forwarded to the Union at the same time it is forwarded to the employee or group of BUEs. An employee who initiates a grievance under this procedure must make an election at each step as to whether he/she desires to process the grievance with or without Union representation and such election shall be irrevocable through the completion of that step of the procedure. Should an employee elect to submit a grievance under this procedure without Union representation, the following shall apply:

- 1) the employee or group of BUEs must sign a statement on the grievance form that Union representation is not desired;
- 2) the employee or group of BUEs must represent themselves and will not be entitled to any other representative;
- 3) the employee or group of BUEs cannot process the grievance to arbitration.

Section 6: It is recognized that under this procedure there are four (4) situations whereby a grievance can be filed:

- a. Employee(s) initiated with Union representation;
- b. Employee(s) initiated without Union representation;

- c. Union initiated; and
- d. Employer initiated.

The following procedure shall be adhered to in resolving grievances that pertain to the interpretation or application of the provisions of this Agreement.

**Step 1:** Under situation

- a. the grievance will be discussed by the employee(s) and the steward with the immediate supervisor.
- b. the grievance will be discussed by the employee(s) with the immediate supervisor.
- c. the grievance will be discussed by the steward with the immediate supervisor. The supervisor will give his/her answer within two (2) working days.

If the grievance involves more than one (1) employee, one (1) of the aggrieved may, provided the affected BUEs and the Employer agree, be selected by the Union under situation (a) or (c) and by the BUEs concerned under situation (b), to submit the grievance, and all decisions for that one (1) grievance shall be applied to the other grievances.

**Step 2:** If a satisfactory settlement is not reached at the first step, under situations (a) and (c), the steward shall refer the matter to the chief steward for processing, and under situation (b), the employee(s) shall continue the processing of the matter. Under situations (a) and (c), the chief steward, at his/her discretion shall have the right to investigate and discuss the issue with the first level supervisor. In this connection, at any meeting held between the chief steward and the immediate supervisor, the chief steward shall have the right to have the steward and/or employee present. In this regard, necessary time will be allowed either party to arrange for equal representation to be present prior to proceeding, if requested. If satisfactory settlement is not reached, the grievance shall be reduced to writing on a form mutually agreed to by the Employer and the Union and submitted via the immediate supervisor to the division director within three (3) working days of the decision received in Step 1 by: under situations (a) and (c), the chief steward; under situation (b) the employee(s). The immediate supervisor will reduce his/her decision to writing with copies forwarded to the parties concerned and refer the matter to the division director. Upon receipt of the grievance, the division director shall either satisfy the grievance, or arrange to meet and discuss the grievance within three (3) working days after receipt of the written grievance with: under situation (a), the chief steward, the steward, and the aggrieved employee(s); under situation (b), the employee(s); under situation (c), the chief steward and the steward. The division director shall render a decision in writing to the parties concerned within three (3) working days after his discussion, and under situation (b) forward a copy to the Union.

**Step 3:** If no satisfactory settlement is reached in Step 2, then the grievance may be referred to the Commanding Officer or his/her designated representative within seven (7) working days from the date of the division director's written answer by: under situations (a) and (c), the Chairman of the Union Shops Committee; and under situation (b), the employee(s). Upon receiving the request, the Commanding Officer or his/her designated representative will arrange to meet within seven (7) working days from the time date he is requested to do so with: under situation (a), the appropriate officer of the Union, the chief steward, the steward, and the aggrieved employee(s); under situation (b), the aggrieved employee(s); under situation (c), the appropriate officer of the Union, the chief steward, and the steward. Within five (5) working days after conclusion of the meeting, whether the grievance is satisfactorily settled or not, such settlement shall be reduced to writing and copies supplied to the Union and the grievant(s) involved, if any.

**Step 4:** If the Union is not satisfied with the settlement offered or the position taken on the grievance by the Commanding Officer or his/her designated representative, the Union may, within twenty (20) working days thereafter, make formal notification to the head of the activity or his/her designated representative that such unresolved grievance be submitted to impartial arbitration for a binding decision on the disposition of the grievance.

**Section 7:** It is agreed that a grievance will be taken up with the immediate supervisor within fifteen (15) work days after the occurrence of the matter resulting in the grievance, except when it is reasonably established that the employee or the Union was not aware of the circumstances that are the basis of the grievance or was prevented from presenting a timely grievance by circumstances beyond their control. In such case, the grievance must be filed within thirty (30) working days of the date of the occurrence of the matter out of which the grievance arose, or it will not be considered.

**Section 8:** All time limits herein may be extended by mutual agreement. If an extension is necessary, it is the responsibility of the Union and the Employer to reach a mutually agreeable decision regarding an extension of the specified time frame prior to the expiration of such time frame. Failure of the Employer to observe the time limits for any step in the grievance procedure shall entitle the Union or the employee to advance the grievance to the next step. Failure of the employee or the Union to observe the time limits provided for herein, or mutually agreed to, shall constitute a basis for termination of the grievance by the Employer. Throughout this Article, "work day" shall be understood to mean any work day in the normal basic workweek as defined in the agreement

**Section 9:** At each and every step of the grievance procedure, the Union and the Employer shall be permitted to call a reasonable number of relevant employee witnesses who shall suffer no loss of pay for so serving. The Employer shall, upon request, permit Union inspection of payroll and other records insofar as is permissible without violating government policy or regulations, for the purpose of substantiating the contentions or claims of the parties.

**Section 10:** It is the intent of the parties to this Agreement that any dispute, subject to this grievance procedure, shall be fully discussed at each step of the procedure, with the view in mind of effecting an equitable settlement. In this regard, every effort will be made to arrange and conduct grievance meetings in an atmosphere free from hostility and personal attack. Such meetings shall normally provide for the presence of representatives from both parties with direct knowledge of the issues involved, confrontation of the accused and the accuser, and cross examination of all witnesses.

**Section 11:** If the basis for an employee's grievance is an action or decision of an official of the Employer at or above the level of shop supervisor or division director, the grievance shall be initiated at the second or third step of the grievance procedure, whichever is appropriate.

**Section 12:** Nothing in this article shall preclude the right of the Employer or Union to have present at the grievance hearings, subsequent to step 1, an additional representative designated by the Employer and/or the Union, and such Union representative may be a duly designated local or international representative. This provision does not apply to the grievance pursued by BUEs without Union representation.

**Section 13:** The following procedures will be used to adjudicate the grievances excluded by Sections 3g and 3h above:

- a. Grievances concerning the current two (2) step performance management system where the rating assigned is "Unacceptable" may be grieved to the Marine Corps Air Station Performance Review Board within fifteen (15) working days from the date the appraisal was signed by the employee.

Signing of the appraisal does not indicate concurrence with the rating assigned. The recommendation of this Board will be submitted to the Commanding Officer or his/her designee who will render a final and binding decision. A copy of the final Agency decision will be supplied to the grievant and the Union within ten (10) working days after the conclusion of the grievance meeting. This decision may not be appealed or submitted to arbitration.

If an employee receives an appraisal of Unsatisfactory (unacceptable performance) the action taken as a result thereof, i.e., demotion or removal, can be grieved or appealed in accordance with Section 4b above. If the Agency implements a different performance management system; the Agency will renegotiate this section at the request of the Union.

b. Employee grievances concerning earned rankings received under the Merit Promotion Program for positions within the unit may, at the employee's option, be informally presented by the employee and/or employee's representative to the OCHR- San Diego Staffing Specialist who completed the requisition, within fifteen (15) calendar days upon receipt of a notice of ineligibility. Such grievances may be presented verbally, via telephone, email or in writing, and will reference the announcement number for the position. The Staffing Specialist will respond within fifteen (15) calendar days of the telephone call, email or in writing. If the employee presented the grievance in writing, the response will be in writing. If the grievance is not resolved at this informal stage and the employee elects to proceed to a formal grievance, the grievance must be served, in writing, on OCHR- San Diego (Code 50) within fifteen (15) calendar days after receipt of a response under the informal stage. If the employee elected not to use the informal stage, the employee and or/employee's representative must serve the grievance on OCHR- San Diego (Code 50), in writing, within fifteen (15) calendar days upon receipt of a notice of ineligibility. The written grievance must be dated and signed, contain sufficient detail to identify and clarify the basis for the grievance, state the personal relief requested, and include copies of any documents in the employee's possession that are relevant to the grievance. OCHR- San Diego (Code 50) or his/her designee will issue a written decision within fifteen (15) calendar days after OCHR- San Diego (Code 50's) receipt of the grievance. If the matter is not resolved at the formal stage with OCHR- San Diego (Code 50), the employee may, within seven (7) calendar days of a decision from OCHR- San Diego (Code 50), submit the matter to an Air Station Board who will render a final decision. The decision of this Board may not be appealed or submitted to arbitration.

The Board will consist of three (3) members: Two (2) at or above the grade of the position for which the rating was received, and a Chairman with the rank of Field Grade Officer or equivalent civil service grade(s).

c. The representation of BUEs covered by (a) and (b) above shall be the same as specified for other grievances in this Article and other applicable provisions of the Agreement

Section 14: Disputes on grievability and arbitrability will be settled through the Negotiated Grievance Procedure, including arbitration.

## **ARTICLE 24 ARBITRATION**

Section 1: If the Employer and the Union fail to settle any grievance arising under Article 23 entitled "Grievance Procedure" with respect to the interpretation, application, or alleged violation of this agreement, such dispute shall, upon written notice by the party invoking arbitration to the other party, be referred to arbitration. Such written notice must be served not later than twenty (20) working days following the conclusion of the last step of the grievance procedure. It is recognized that either the Employer or the Union has the right to invoke the arbitration process with respect to the interpretation, application, or alleged violation of this agreement.

Section 2: Within five (5) working days from the date of receipt of the arbitration request, the parties shall meet for the purpose of endeavoring to agree on the selection of an arbitrator. If agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within five (5) working days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will strike one arbitrator's name from the list of five (5), and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.

Section 3: The arbitrator's fee and expenses shall be borne equally by the Employer and the Union, provided that the Employer's share of the costs of the arbitrator's expenses does not exceed that authorized by applicable regulations; and provided that in the event arbitration hearings are held in facilities not under the administrative control of the Employer, the cost of such facilities shall be borne equally by the Employer and the Union. Further, the Employer and the Union shall share equally the expenses of any mutually agreed-upon services considered desirable or necessary in connection with the arbitration proceedings. Settlement Agreements concerning arbitration will describe which party(s) will pay the arbitrator's expense(s).

Section 4: The arbitration hearings shall normally be held during the regular day shift hours of the normal basic workweek. BUEs serving as Union representatives, the aggrieved employee, and the employee witnesses who have direct knowledge of the circumstances and factors bearing on the case, shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave.

Section 5: The arbitrator will be requested to render his/her decision as quickly as possible, but in any event, no later than thirty (30) calendar days, after the conclusion of the hearing unless the parties otherwise agree. The decision of the arbitrator is final and binding. However, the parties retain their rights under 5 USC § 7122 & 7123.

Section 6: If either party decides to take exception to the arbitrator's award, or to seek advice or guidance from higher authority on the implementation of the award, they will notify the other party within ten (10) working days of receipt of the award.

## **ARTICLE 25 PARTICIPATION IN WAGE SURVEYS COMMITTEE**

Section 1: It is agreed that the Union shall have the right to request area full scale and wage change surveys be conducted when significant industry wage raises have taken place in the area. Such requests together with substantiating data shall be promptly forwarded via channels to higher authority in the agency with appropriate recommendations. In this regard, the Union will be furnished a copy of recommendations made by the Employer to higher authority.

Section 2: The Employer agrees that the Union will be promptly notified when information is received that an official wage survey is being started.

Section 3: Time off during working hours shall be authorized without loss of pay, shift differential, or benefits to permit appropriate Union officials within the bargaining unit to appear before the Area Wage Survey Committee for the purpose of making representation on behalf of BUEs.

## **ARTICLE 26 TOOLS**

Section 1: The Employer agrees to furnish all power tools, specialized shop tools, and expendable tools. The Employer further agrees that the tool requirements for each employee will be the minimum considered necessary to perform the normal duties of his/her job rating.

## **ARTICLE 27 EQUAL EMPLOYMENT OPPORTUNITY COMMITTEE**

Section 1: The Employer agrees to appoint one representative from the Union to serve on the Special Emphasis Program Committee on Equal Employment Opportunity. In the event the member appointed by the Union is not acceptable to the Employer, the Employer will inform the Union of the reason for non-acceptance and the parties shall meet in an effort to agree on a member mutually acceptable to both the Union and the Employer. The Committee should concern itself primarily with providing advice and assistance to the Commanding Officer in the implementation of the Affirmative Action Plan.

Section 2: It is further agreed that no official of the Employer or the Union shall interfere with, restrain, coerce, intimidate, or take reprisals against any employee for filing an EEO complaint; appearing, testifying, or furnishing evidence at any stage of an EEO appeal; or for participating in any way in any investigative or hearing procedure, either in the capacity of a counselor, a witness, or a complainant. If any employee formally files a timely complaint with the Commanding Officer, such complaint shall be expeditiously processed in accordance with the applicable regulations.

## **ARTICLE 28 SAFETY AND HEALTH**

Section 1: The Employer shall institute and maintain all reasonable and necessary precautions for safeguarding the health and safety of its BUEs. Both the employer and the Union recognize their respective obligations to assist in the prevention, correction, and elimination of all hazardous and unhealthy working conditions and practices.

Section 2: The Employer agrees that the Union shall have active representation on the following safety committees:

- a. Marine Corps Air Station Safety Committee: One (1) Representative
- b. Facilities Maintenance Safety Committee: One (1) Representative

c. Supply Directorate Safety Committee: One (1) Representative

d. Motor Transport Safety Committee: One (1) Representative

Members will be from the organizational segment served by the particular committee. It is further recognized that interest and concern in safety is not limited to the Safety Committee and the Employer and the Union will consult on safety problems which may arise.

Section 3: In the course of performing their normally assigned work, unit BUEs and representatives will be alert to observe unsafe practices, equipment and conditions, as well as environmental conditions in their immediate area which represent industrial health hazards. If a condition believed to be unsafe or unhealthful is observed, the employee or his/her steward should report it to the cognizant immediate supervisor. If the safety question is not settled at that level, the matter will be referred promptly to the chief shop steward and the division/department head for resolution. If the safety question is still not settled, it will be promptly referred to the Air Station Safety Officer, or his/her designated representative, who shall review the problem with the chief shop steward and the division/department head. The decision resulting from this meeting will be furnished in writing to the division/department head and the chief shop steward. Should an employee or Steward claim that a job to which he/she has been assigned is not safe or will endanger his/her health, his/her immediate supervisor shall inspect the job to insure that it is safe before requiring the employee to carry out the work assignment. If the supervisor determines that the job can be performed safely, he/she will so inform the employee(s) and the work will proceed. If the supervisor has any doubt as to the safety of the work situation, he/she will request the assistance of the Air Station Safety Officer or his/her representative who will inspect the job site along with the supervisor to ensure that it is safe before requiring the employee(s) to perform the work. Subsequent to the initial determination by the supervisor that the job is safe and work will continue, it is agreed that the supervisor will have the Air Station Safety Officer, or his/her representative, inspect the work situation if the employee still believes an unsafe condition exists and the supervisor will assume full responsibility for the safety aspects of the job which the employee has complained about. If the services of a qualified Industrial Hygienist are required, arrangements for such services shall be made by the Air Station Safety Officer. Any dispute arising in regards to this section will be subject to the grievance and arbitration procedures.

Section 4: No employee shall be required or permitted to work on or about moving or operating machines or in areas when conditions exist that are unsafe or detrimental to health without proper precautions, protective equipment, and safety devices. Also, no employee who is engaged in work which is potentially hazardous shall be permitted to work alone or beyond the call or observation of other BUEs.

Section 5: Protective equipment required by the Employer and not normally owned by workers necessary for the performance of assigned work will be furnished without cost to the employee. Personal protective equipment, readily adaptable to private use, will be used for official government business only. BUEs engaged in foot hazardous operations are required to wear foot protection devices. In instances where the Employer specifies that safety shoes will be worn, they will be furnished by the Employer. Safety footwear will be furnished that will adequately provide protection in the position to which employee is assigned. The Employer's reimbursement will normally be based on one annual purchase per employee. More than one pair of safety shoes may be purchased annually only if the employee turns in worn out safety shoes and wear and tear is due to job performance, or the employee can provide medical evidence that more than one pair will be required. The Union may, at its discretion, recommend new protective clothing and equipment or modifications to existing equipment for consideration by the cognizant supervisor or cognizant safety committee. Such recommendations shall receive prompt attention.

Section 6: The Employer will notify the Chairman of the Union Shop Committee of all lost time accidents involving BUEs s-of the unit which occur at the activity.

Section 7: The Employer agrees to furnish adequate wash-up facilities, toilet facilities, and supplies. Shower facilities will be furnished where necessary for health and safety reasons and where BUEs get excessively dirty in performing their assigned duties. BUEs who work in the field away from the shop shall be provided toilet facilities within reasonable distance from their work place or be allowed to use available government vehicles for transportation to the nearest location where head facilities are available.

Section 8: The Employer agrees to furnish work gloves to all BUEs as needed in the performance of their duties.

Section 9: Each employee for whom radiation exposure records are maintained shall, upon their request, be informed within thirty (30) days after the close of the calendar year of his/her total external penetrating radiation accumulated during the prior calendar year just ended.

Information entered in an employee's occupational radiation exposure record shall be made available to him/her at his/her request. The request for such information shall be made by the employee to his/her immediate supervisor. A reasonable period of time shall be allowed for preparation of such information.

Section 10: An employee shall be notified immediately of his/her recorded radiation exposure, following the determination that said employee has received a recorded accumulated radiation exposure exceeding any of the following limits:

- a. In any calendar year quarter, the quarterly permissible dose for external penetrating radiation to the whole body;
- b. In any calendar year, the yearly permissible dose for external penetrating radiation to the whole body;
- c. A quantity of any radioisotope (whose effective half life is 180 days or greater) in the body estimated to be greater than the maximum permissible amount of the radioisotope in the total body; or
- d. A quantity of any radioisotope in the body resulting in a calculated dose in rads to any organ exceeding the yearly permissible dose for that organ.

Section 11: Each employee for whom radiation exposure records are maintained shall be provided upon his/her request and as soon as practicable, but in no event more than thirty (30) days following the termination of his/her employment, a written summary of his/her cumulative recorded occupational radiation exposure received during the period of his/her employment.

Section 12: The Employer agrees that its safety and health program will be consistent with the standards promulgated by the Department of the Navy and Headquarters, U.S. Marine Corps.

Section 13: The Union representatives serving on all safety committees within their departments shall be in a pay status for all time spent in safety committee meetings.

Section 14: The Employer agrees that all trucks and passenger-carrying vehicles that transport BUEs to and from their place of work shall be maintained in a safe driving condition and will be equipped with sufficient secured seating facilities. The Employer further agrees that when tools, material, or equipment is being transported with passengers, such tools, material, or equipment will be secured in such a manner as to not constitute a hazard to the passengers.

## **ARTICLE 29 CIVIC RESPONSIBILITIES**

Section 1: In the event an employee is summoned for jury duty or jury qualification, he/she shall be paid at his/her basic rate for the time required from his/her normal work schedule, including shift differential, to perform such duties. Such time shall be limited to the time necessary, not to exceed normal work hours per day. The employee will provide satisfactory evidence of time served on such duties.

Section 2: If an employee is called for jury duty, he/she shall promptly notify the Employer in order that arrangements may be made for his/her absence from the Activity.

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

Section 4: Excused leave may be given to eligible BUEs for the purpose of voting in national, state, and local municipal elections or referendums. Typically, polling places throughout the United States are open for extended periods of time. The state of North Carolina has "No Excuse Voting" (Early Voting). Therefore, excused absence should rarely be needed.

Section 5: Eligible BUEs who vote in jurisdictions which require registration in person may be allowed time to register on the same basis as for voting, except that no such time shall be granted if registration can be accomplished on a non-workday and the place of registration is within reasonable one-day round-trip travel distance of the employee's place of residence.

Section 6: The Employer and the Union mutually agree that BUEs in the unit will be encouraged to participate in worthwhile charity drives; however, in no instance shall the Employer or the Union exercise undue pressure on any employee to contribute to a charity to which the employee does not wish to contribute. The parties hereto also agree that no rights or privileges that would otherwise be extended to any employee in the unit will be withheld; nor will any preferential treatment be given or reprisal be made against any employee who contributes or refrains from contributing to any charity drive.

Section 7: When an employee is called and/or will be delayed in reporting for work during their regularly assigned duty hours, due to performing volunteer emergency rescue or protective work during their regularly assigned duty hours as a regular member of such a protective organization, i.e., Volunteer Fire Department, Rescue Squad, whether on or off station, the employee will notify his/her supervisor as soon as practical and will be excused, consistent with applicable rules and regulations. Such excusals will be subject to receipt of written verification of such emergency service by the appropriate official of the volunteer organization. The written verification will include the time of call for the emergency rescue or protective work, type of emergency rescue or protective work provided, and the time of release.

## **ARTICLE 30 EMPLOYEE SERVICES**

Section 1: The Employer agrees to furnish transportation to and from the job site at the beginning and end of the work shift. Furthermore, the Employer agrees to permit use of government vehicles at lunch time for transportation back to the shop, if the job site is not in close proximity to the shop, provided a vehicle is available. Such transportation will normally be utilized during the unpaid lunch period.

Section 2: In those cases where BUEs must work in areas where smoking is prohibited, the Employer agrees to permit the employee to leave the restricted area for smoking purposes at reasonable intervals.

Section 3: BUEs participating in the blood donor program may be excused, depending on workload, for up to four (4) hours on the days such donations are made. Determination of the amount of leave to be used for BUEs should take into consideration travel time, time to donate blood, recovery time, and time to return to work. BUEs who require more time for recuperation may be granted up to an additional four (4) hours upon recommendations of a medical officer.

Section 4: BUEs shall notify their immediate supervisors of an on-the-job injury as soon as possible after the occurrence of the injury. The supervisor will immediately send the employee to the Occupational Health Department or other appropriate medical facility for treatment. The immediate supervisor will assure that the employee is promptly provided with Form CA-1, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation, or form CA-2, Federal Employee's Notice of Occupational Disease and Claim for Compensation, as appropriate, and render assistance in completion of this form, if necessary. The Employer will promptly complete the reverse of this form as required. The employee or his/her representative, assigned in writing, on request will be supplied with a copy of that part of the form which he/she completes and signs.

Section 5: The Employer will inform the employee of his/her option of using continuation of pay, sick leave, annual leave, or assuming leave without pay (LWOP) status to receive compensation from the Office of Workers' Compensation Programs (OWCP) in cases of lost time situations as a result of occupational injury or disability. It is further agreed that the Employer will inform BUEs that doctors' bills, hospital bills, transportation costs, and medical expenses which occur as a result of the occupational injury or disability will be paid upon claim to OWCP. The Employer further agrees to aid and assist BUEs in filing such claims to the OWCP.

Section 6: The Employer will complete and submit without delay to OWCP the official superior's report of traumatic injury when an injury is likely to result in a medical charge against OWCP resulting in disability for work beyond the day of injury, require prolonged treatment, result in future disability, or result in a permanent disability.

Section 7: The Employer will provide to the employee or his/her representative adequate information concerning a claim to OWCP in order that the employee's representative can intelligently represent the employee at the OWCP level; i.e., date claims were filed with OWCP, general nature of injury of employee, general nature of correspondence with OWCP concerning employee, the reasons if known for a delay in adjudication of a claim.

Section 8: The Employer agrees when dealing with BUEs concerning occupational injury or disability, every reasonable effort will be made to aid and assist the employee in filing the claims and providing pertinent information. If the employee is required to travel outside of the commuting area, as the result of a Federal Employee's Compensation Act claim, the employee is entitled to travel expenses in accordance with applicable Office of Worker's Compensation Programs guidelines.

Section 9: Upon advance request by the Union representative, the Employer agrees that existing written regulations/local instructions maintained at Civilian Human Resources Office-East, Cherry Point, which relate to the personnel policies, practices and working conditions of the BUEs of the bargaining unit, will be made available for review by the Union representative during the office hours of the CHRO-E.

## **ARTICLE 31 GENERAL PROVISIONS**

Section 1: The Employer agrees to furnish the Union a complete and up-to-date listing of all BUEs in the unit. Such listing shall include the name, and department of each employee.

Section 2: The Employer will make every reasonable attempt to accommodate an employee who has been restricted by medical authority in their current position that will not aggravate his/her illness or injury to avoid placing such BUEs on sick leave without their consent. BUEs that are unable to be accommodated will be advised of disability retirement.

Section 3: Medical examinations will be conducted in accordance with applicable laws and regulations. The Employer agrees that prior to being submitted for a medical examination/fitness for duty; the employee will be informed, in the presence of a Union representative, of the need for the examination. The expense of the examination, when conducted by a medical official designated by the Employer, will be at no expense to the employee and the employee will be reimbursed for reasonable travel and per diem expenses incurred by the employee in undergoing such an examination. The employee may submit medical information for consideration by the Employer. Obtaining such medical information will be the responsibility of the employee and at his or her own expense.

Section 4: Except as required by higher or other appropriate authority, BUEs in the unit will not be canvassed in regards to any matter subject to negotiations or consultations unless such BUEs have been duly authorized by the Union to act as spokesmen in regard to such discussions.

Section 5: BUEs shall be notified who their immediate supervisor is. Any change in the designated supervisor shall be made known to the employee as soon as the change is effective. Supervisors shall fulfill their responsibilities as set forth in this agreement, laws, regulations, and local Marine Corps Air Station Orders.

Section 6: The Employer agrees that any employee in the unit who contemplates retirement in the immediate future, shall be afforded retirement counseling, which may be by telephone and/or email, to insure the interests of BUEs are protected. Alternative retirement plans for which the employee is eligible shall be explained. If requested by the employee, their shop steward may be present during said retirement counseling. Each employee will be permitted to attend a retirement seminar when they are within five (5) years of retirement. If additional retirement training sessions are offered, BUEs may be allowed to attend consistent with the needs of the employee's services.

Section 7: It is understood that each employee shall report, ready to work, at the scheduled starting time of his/her shift, and the conclusion of lunch period. If an employee is required by the Employer to perform any work or duty either before or after his/her regular shift hours, he/her shall be compensated at the appropriate rate of pay for such work or duty. It is further understood that if an employee is directed by the Employer to report at a designated location at a specified time prior to the scheduled start of his/her shift, such time will be considered compensable at the appropriate rate of pay.

Section 8: The Employer agrees that tests and interviews for jobs within the unit will be conducted during normal working hours of the basic workweek, Monday through Friday.

Exceptions may be made by mutual agreement between the Employer and the Union. The BUEs in the unit will not be required to use leave for the purpose of participating in tests or interviews when such tests or interviews are required under the activity's Merit Promotion Plan and the competition is for positions at the Marine Corps Air Station, Cherry Point, North Carolina.

Section 9: Assignment of menial and dirty tasks to BUEs will not be used as a disciplinary measure.

Section 10: If an employee who is operating a motor vehicle within the scope of his/her employment has an accident which results in a suit placed against him/her for damages to property or for personal injury or death, such employee will deliver to the Employer the papers served upon him/her. The Employer shall furnish the papers and other necessary information to the U.S. Attorney for appropriate action by him/her in accordance with applicable laws and regulations. The employee will make prompt notification to the Employer and all such accidents in which he/she is involved, and the Employer will advise the employee of his/her responsibilities as provided herein.

Section 11: The Employer agrees that individual unit employee performance evaluations shall be maintained in the appropriate shop or division office files, and in no instance will such records be published or discussed with any BUEs except the affected employee and those Management officials having need for such information in an official capacity.

Section 12: The Employer agrees to make every reasonable effort to ensure that any employee covered by the provisions of this Agreement shall not suffer any lessening of his/her general working conditions or forfeit any benefits of this Agreement while on detail or assignment to another activity; provided however, such BUEs will be expected to conform to the rules and regulations governing such matters as hours of work in effect at the temporary duty activity.

Section 13: The Employer will excuse BUEs from duty without charge to leave or loss of pay for the purpose of securing vehicle decals that are required for entry to the Air Station unless the Employer can arrange for such decals without the employee leaving the job.

Section 14: Upon written request, the Employer agrees to grant the Union up to 80-hours official time per calendar year, for Union representatives to attend Union or FLRA sponsored Labor- Management training. The Union may request additional training time to the Commanding Officer or his/her designee. Such requests may be denied in writing due to unavailability of funds or workloads requirements. Requests shall be submitted at least two weeks in advance and include the following information: 1) name of the union representative to attend training, 2) the duration, location, purpose and nature of the training, 3) a copy of the training Agenda. Requests for more than one representative to attend any training session will be approved/disapproved based upon workload requirements.

Section 15: For the purpose of fingerprinting and background checks to maintain commercial driver's licenses. CDL operators will be issued a travel voucher, if travel may be accomplished within 12 hours, provided this is done 120 days or more before expiration of license.

Section 16: The Employer agrees to allow BUEs the right to wear appropriate attire as determined by the directorate.

Section 17: Past practice is a term used to describe the pattern of behavior that is clear and unequivocal, longstanding, known to both parties, Directorate or their designee, Union Shops Chairman or Assistant Union Shops Chairman or their designee and accepted without protest or significant attempt to stop the behavior. Must involve matters concerning the personal policies, practices, or other matters affecting working conditions. The past practice, no matter how often or how long repeated, does not become a valid past practice without knowledge and implied consent of both parties. A past practice cannot conflict with applicable law or government wide regulation.

Section 18: Letters of Caution and/or Memos for the Record (MFR) are non-disciplinary and will not be counted as a prior offense when determining a remedy under the DON standard schedule of disciplinary offenses; therefore, they are non-grievable.

Letters of Caution and issued MFRs must be for just cause. Upon the employee's request, a review will be conducted after six (6) months starting from the date of the Letter of Caution/MFR and may be cancelled. Such letters will not be filed in the employee's Official Personnel Folder, but will be retained by the supervisor for a period not to exceed one (1) year. They will be automatically cancelled one year from the date of issuance.

Upon the employee's request, a review will be conducted after one (1) year starting from the date of the Letter of Reprimand and may be removed. A letter of Reprimand shall bear an expiration date not to exceed two (2) years and will be automatically be canceled and removed from the Official Personal Folder two (2) years from the date of issuance.

## **ARTICLE 32 BENEFICIAL SUGGESTIONS**

Section 1: The Employer encourages all BUEs in the unit to participate in the Incentive Awards and Cost Reduction Programs. It is the desire of the Employer that all Beneficial Suggestions and Cost Reduction ideas be processed in a timely and expeditious manner. In this regard, it is agreed that every reasonable effort will be made to reduce the in-process time required in processing Beneficial Suggestions and Cost Reduction Ideas. It is further agreed that BUEs who encounter unreasonable or unwarranted delays in receiving a final determination on the adoption or rejection of a submitted Beneficial Suggestion or Cost Reduction Idea may take the matter up directly through, or accompanied by the appropriate shop steward to the appropriate supervisor. The Employer or the shop steward shall have the right to investigate complaints regarding delays in processing Beneficial Suggestions or Cost Reduction ideas, and the Employer agrees to furnish all pertinent information as to the reason for delays to the suggestor. The Employer recognizes that the Union may make inquiries regarding delays upon request of the employee in the unit. The Employer further agrees that where unreasonable delays are found to exist, such action as is necessary to expedite the case in question will be initiated. For the purposes of this agreement, any suggestion not adopted or rejected within ninety (90) days shall be considered unreasonably delayed. It is recognized that some suggestions may require more than ninety (90) days, in which case the suggestor will be so notified and will be given an estimated date that a decision will be reached.

Section 2: BUEs are encouraged to discuss prospective suggestions with their immediate supervisor who will aid them in insuring that the suggestion is sufficiently described for evaluation before submission to the Manpower Director or designee. Where the submitted suggestion is signed by the suggestor, the investigator will discuss it with the suggestor when a discussion with anyone in the shop area is necessary and in all cases prior to rejecting the suggestion. Rejections will be in writing and the suggestor will be afforded an opportunity for a personal interview to ask questions and discuss the details of the rejection letter. Upon request, the suggestor may be accompanied by the appropriate shop steward.

Section 3: A Union representative will, upon request, be authorized to review beneficial suggestions of bargaining unit members that are non-adopted by the Employer.

**ARTICLE 33  
BULLETIN BOARDS**

Section 1: The Employer agrees to provide the following bulletin boards for the use of the Union:

- a. One (1) bulletin board, 24" x 48", in the proximity of each break room/area which serves ten (10) or more BUEs.
  
- b. Placement of the bulletin boards shall be by mutual agreement between each shop supervisor and the shop steward and shall be for the exclusive use of the Union.

Section 2: Notices concerning Union recreational and social activities, Union elections and appointments, and results of elections and union meetings do not need Civilian Human Resources Office-East (CHRO-E) approval provided they are limited to announcing only the purpose, date, time and place. All other information to be placed on bulletin boards, including the above referred to notices, if they contain information other than that outlined above, will be posted only by mutual consent of the Union and the CHRO-E. All costs incidental to the preparation and posting of material will be borne by the Union.

Section 3: The Union is responsible for posting and removing approved material on its bulletin boards and for maintaining them in orderly condition.

**ARTICLE 34  
PARKING**

Section 1: Available parking areas will be designated for BUEs parking as close to assigned work areas as practicable. In this connection, the Union may recommend to the Employer additional parking areas as the need arises commensurate with the availability of space and funds.

Section 2: The employer agrees to reserve one (1) parking space reasonably close to the Union Office for the Union Shop Chairman and one (1) space reasonably close to the workspace for one Shop Steward per shop identified by IAM&AW logo (the sign must be in accordance with ASO 5560.2) and which do not affect other bargaining unit parking spaces such as those occupied by PASS and NATCA at Air Field Operations.

Section 3: BUEs handicapped to the extent that walking to and from a parking lot would create an undue hardship, as determined by the Occupational Health Physician, shall be assigned a reserved parking space as close to their working area as possible. Periodic reevaluation of handicapped BUEs afforded this special parking consideration may be required where there is reason to believe the employee's condition may have improved to the extent that special parking consideration is no longer valid.

**ARTICLE 35  
PUBLICIZING THE AGREEMENT**

Section 1: Within ninety (90) days following the effective date of this agreement the Employer will reproduce and distribute: a copy of the agreement to all BUEs currently assigned to the unit. As a part of their orientation, new BUEs hired in a position included in the unit will be provided a copy of the agreement and advised of the contractual relationship between management and the Union and will be introduced to the steward of the shop to which they are initially assigned within 30 working days.

## **ARTICLE 36 DURATION AND CHANGES**

Section 1: This agreement as executed by the parties, shall remain in full force and effect for a period of three years from the date of its approval by the Department of Defense, Washington, D.C. On the written request of either party, it is agreed that both parties shall meet to commence negotiations on a new agreement or a renewal of this agreement on the first workday on or after the 90th day prior to the expiration date of this agreement. Further, it is provided that this agreement shall terminate at any time it is determined that the Union is no longer entitled to exclusive recognition under Title 7 Public Law 95-454.

Section 2: This agreement, except for its duration period as specified in Section 1 of this article, is subject to opening only as follows:

- a. Amendment(s) may be required because of changes made in applicable laws, Executive Orders, or regulations after the effective date of this Agreement. In such event, the parties will meet for the purpose of negotiating such language that will meet the requirements of such laws, Executive Orders, or regulations. Such amendment(s) as agreed to will be duly executed by the parties and become effective on a date or dates agreed to as being appropriate under the circumstances.
- b. It may be opened for amendment(s) by the mutual consent of both parties at any time after it has been in force and effect for at least six (6) months. Requests for such amendment(s) by either party must be in writing and must include a summary of the amendment(s) proposed. The parties shall meet within fourteen (14) calendar days after receipt of such notice to discuss the matter(s) involved in such request(s). If the parties agree that opening is warranted on any such matter(s), they shall proceed to negotiate on amendment(s) to same. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendment(s) as agreed to will be duly executed by the parties.
- c. It shall be opened for amendment(s) upon the written request of either party made within thirty (30) calendar days after receipt by either party of any Order, Instruction, or Regulation of the Office of Personnel Management, Department of Defense, Department of the Navy, and the Human Resources Service Center East which substantially alters the discretionary authority of the Employer with regard to any item dealt with in this agreement. Requests for such amendment(s) must include a summary of the amendment(s) proposed and make reference to the appropriate Order, Regulation, or Instruction upon which each such amendment(s) request is based. The parties shall meet within fourteen (14) calendar days after receipt of such request to open negotiations on such matters. No changes shall be considered except those bearing directly on and falling within the scope of such Order, Regulation, or Instruction, and discretionary area(s) which the same delegates to the Employer. Such amendment(s) as agreed to by the parties will be duly executed by the parties.

Section 3: Any amendment(s) to this agreement agreed upon by the parties shall be reproduced by the Employer and distributed on the same basis as set forth in the article on publicizing the agreement.

Section 4: No agreement, alteration, understanding, variation, waiver or modification of any terms or conditions contained herein shall be made by any employee or group of BUEs with the Employer, and in no case shall it be binding upon the parties hereto until such agreement is made and executed in writing between the parties hereto, and approved by the Department of Defense.

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

**ARTICLE 37**  
**VOLUNTARY ALLOTMENT OF UNION DUES**

Section 1: The Employer shall deduct Union dues (the regular periodic amounts required to maintain an employee in good standing in the Union, excluding initiation fees, special assessments, back dues, fines and similar items) from the pay of all BUEs who are employed within the unit in accordance with the following conditions:

- a. The employee either is a member in good standing of the Union, or has signed up for membership in the Union subject to the payment of his/her first month's dues through voluntary allotment as provided herein.
- b. The employee's salary for the payroll period involved is sufficient to cover the dues after legal and required deductions have been made.
- c. The employee has voluntarily authorized such a deduction on Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, hereafter referred to as SF-1187, supplied by the Union.
- d. Section A of SF-1187 has been completed and signed on behalf of the Union by an official authorized by the Union.
- e. The completed SF-1187 is transmitted to the Civilian Human Resources Office - East so as to reach the office no later than 4:00 p.m. on the last Tuesday preceding the payroll period during which the initial deduction is to be made for certification of eligibility to have dues withheld. Such certification shall be completed by 11:00 a.m. on the following Wednesday. In order for the Union to comply with this requirement, the Employer agrees that the Business Representative of District 110, IAM&AW, or his/her representative shall have the ingress and egress privileges to the Civilian Human Resources Office - East for this purpose without prior approval or without regard to any other requirement of this agreement.
- f. The completed SF-1187 is transmitted to the Employer's Customer Service Office so as to reach that office no later than 12:00 noon on the last Wednesday preceding the payroll period during which the initial deduction is to be made.

Section 2: The Union shall supply to the BUEs concerned SF-1187. The Union shall be responsible for the distribution of such forms to its members and for completion of Section A thereon, including the certification of the current amount of the Union's regular dues to be deducted each payroll period.

Section 3: The amount of the Union dues to be deducted each payroll period from an employee's salary shall remain unchanged until a notice of change in Union dues, signed by the authorized official of the Union, is received by the Customer Service Office serving the Employer.

Section 4: Any change in the amount of an employee's regular dues which results in a change in the amount of the allotment deduction of the employee, shall become effective with the deduction made on the first payroll period after receipt of a notice of change by the Customer Service office serving the Employer, or at a later date if requested by the Union. Change in the amount of the allotment by reason of changes in the amount of Union dues may not be made more frequently than once each twelve (12) months, measured from the date of the first change made by the Union.

Section 5: An employee's voluntary allotment for payment of his Union dues shall be terminated with the start of the first payroll period following the payroll period in which any of the following occur:

- a. Loss of exclusive recognition by the Union.
- b. Transfer of the employee to an organizational segment outside of the Union's recognized bargaining unit.
- c. Separation of the employee for any reason including death or retirement.
- d. Receipt by the Customer Service Office serving the Employer of a notice that the employee has been expelled or has ceased to be a member in good standing of the Union.

Section 6: BUEs may have their dues allotment terminated in the following manner and Standard Form 1188, (Cancellation of Payroll Deduction for Labor Organization Dues) or individual substitute, hereafter referred to as SF-1188, properly executed in duplicate by the individual employee. SF-1188 shall be furnished by the Civilian Human Resources Office-East of the employer. Any such allotment of dues may not be revoked until the deduction has been in effect for at least one (1) year. Dues deductions that have been in effect for at least one (1) year may be terminated upon request of the employee during one revocation period per year. The employee's annual revocation period will be during the pay period preceding the anniversary date of the employee's signing up for dues withholding. Dues termination shall be effected as soon as possible after the anniversary date of the affected employee. Receipt of an SF-1188 in the Customer Service Office is interpreted to mean during normal working hours and days of the payroll office and excludes non-working hours, non-workdays, and holidays, regardless of the calendar date(s) on which they may occur.

Section 7: The Union having members on voluntary allotment for their Union dues shall promptly notify the Customer Service Office serving the Employer, in writing, when any such member of the Union is expelled or for any reason ceases to be a member in good standing.

Section 8: The Employer, through the Customer Service Office, shall transmit to the appropriate official of the Union (as designated by the Union) within three (3) working days after each payday, all of the following:

- a. An alphabetical list which shall contain the name and last four (4) digits of social security number of each member of the Union on voluntary allotment, and the amount of the deduction made for each such employee member. Additionally, this list shall identify any employee member whose salary for any reason is not sufficient to cover legal and required deductions and Union dues.
- b. A check drawn on the Treasury of the United States and made payable to the Union in an amount equal to the total of all such allotment deductions made.

Section 9: This agreement for Voluntary Allotment of Union Dues shall become effective when duly signed by the appropriate officials of the Employer and the Union, and shall continue in full force and effect for as long as the Union continues to be recognized by the Employer as the exclusive representative of BUEs involved. It may be amended or modified by the Employer and the Union from time to time by mutual agreement of the Employer and the Union, and as may be required to appropriately reflect changes made in the regulations and directives pursuant to which it is negotiated.

Section 10: The IAM&AW shall be the only labor organization permitted to have Union dues deducted from the pay of any employee within the bargaining unit as long as this agreement is in effect.

## **ARTICLE 38 DRUG TESTING**

Section 1: The drug testing program at the Marine Corps Air Station, Cherry Point, NC will be carried out in accordance with all applicable laws, regulations and executive orders.

Section 2: BUEs found to illegally use drugs shall be referred to the Employer's Employee Assistance Program (EAP) for assessment, counseling, and referral for treatment or rehabilitation as appropriate. The confidentiality of an employee's contact or referral to EAP will be protected.

Section 3: The Union agrees to cooperate fully with the Employer in attempting to rehabilitate and improve work performance of affected BUEs who may need assistance under the provisions of this program.

Section 4: It is agreed that alcoholism and/or drug abuse or addiction, may not be used as an excuse for misconduct or less than fully satisfactory work performance. An employee who refuses to cooperate in the Employer's approved drug testing program shall be subject to appropriate disciplinary action, including removal from the service.

Section 5: BUEs will be granted sick leave for the purpose of treatment or rehabilitation as with any other illness. However, continued use of sick leave for such purposes will be dependent upon certification by appropriate medical authority that treatment is still necessary and the employee is making satisfactory progress. It is recommended that in extended outpatient treatment; BUEs will utilize as little sick leave as possible and schedule appointments after working hours whenever possible.

Section 6: The Employer agrees to include Union representatives in local training sessions which are arranged by the Employer for the purpose of imparting information with respect to Alcohol and Drug Abuse.

Section 7: After providing a sample to the Employer for official testing, upon request from the employee and subject to the needs of the employer, on the same day of the test, an employee will be allowed to take annual leave to obtain an independent test from a Department of Health and Human Services (DHHS), certified laboratory or one certified by a DHHS recognized certification program in accordance with the Guidelines, at the employee's expense. The results of the independent test may be provided to (1) the Medical Review Officer (MRO) if they are the results of a sample obtained and processed in accordance with the Guidelines and (2) the employee's supervisor to facilitate his/her personnel decision.

Section 8: The Employer agrees to permit a Union Official designated by the Union Shops Chairman to witness the generation of the list of randomly selected-BUEs from the computer at a sufficient distance to prevent identification of the names of BUEs. Once the list is generated, the Union Official will sign the back of each page of the list. The signed list will be sealed in an envelope which shall be signed by the Union and the Employer representatives present and then secured by the Employer. When all the individuals on the list have been tested, "but not later than 60 days from the date the list was generated," the Employer shall provide the list to the Union, if so requested in writing. In the event that a Union Official is not available to witness the generation of the list of randomly selected BUEs, it is understood by the parties, that the Employer may generate a list of randomly selected employee without a Union Official present, and test said BUEs on the date(s) selected by the Employer.

**ARTICLE 39**  
**COMMERCIAL ACTIVITY**  
**(OMB A-76)**

Section 1: At the time the Employer becomes aware from higher authority that a commercial activity study is to be conducted, the Employer shall immediately notify the Union Shops Chairman.

Section 2: The Employer agrees to notify the Union prior to commencing a request for proposals concerning agency ventures to permanently or temporarily transfer to contract those commercial activities currently performed by BUEs. The Union shall be given the request for proposal concurrently with publication. The Employer shall allow one Union representative to attend, on official time, pre-bid and bid opening conferences if open to the general public.

Section 3: In the event the tentative decision is to award the contract to a private sector activity that will result in adverse impact on BUEs, the employer agrees to provide written notice to the union as soon as possible after bid opening.

Section 4: At the time it provides the notice specified in Section 3 of this Article, the Employer agrees to provide the Union with the cost comparison, if any, detailing the estimated costs of performing services through bargaining unit BUEs and through contract performance.

Section 5: In the event it is decided to contract out work currently performed by unit BUEs which results in unit BUEs being displaced, the activity will make every reasonable and credible effort to minimize the impact on BUEs. Maximum retention of career BUEs shall be achieved by considering attrition patterns and considering restricting new hires.

Section 6: If a competitively awarded contract is terminated, consideration will be given to return the work to the in-house workforce.

Section 7: It is agreed that appeals will be filed in accordance with law, rule and regulations and specifically those contained in the OMB A-76 Circular. However, it is understood that disputes concerning contracting out cannot be subject to the negotiated grievance procedures as OMB A76 Circular provides the exclusive appeals procedures for such disputes.

## GLOSSARY

<b>ASO:</b>	<b>Air Station Order</b>
<b>BUE:</b>	<b>Bargaining Unit Employee</b>
<b>CBA:</b>	<b>Collective Bargaining Agreement (Union Contract)</b>
<b>CFR:</b>	<b>Code of Federal Regulations</b>
<b>CHART:</b>	<b>Civilian Hiring And Recruitment Tool</b>
<b>CHRO-E:</b>	<b>Civilian Human Resources Office-East</b>
<b>DoD:</b>	<b>Department of Defense</b>
<b>DSN:</b>	<b>Defense Switched Network</b>
<b>EEO:</b>	<b>Equal Employment Opportunity</b>
<b>LSCD:</b>	<b>Leave Service Computation Date</b>
<b>NATCA:</b>	<b>National Association of Air Traffic Controllers</b>
<b>OCHR-San Diego</b>	<b>Office of Civilian Human Resources San Diego Operations Center (San Diego, CA)</b>
<b>OMB:</b>	<b>Office of Management and Budget</b>
<b>OPM:</b>	<b>Office of Personnel Management</b>
<b>OWCP:</b>	<b>Office of Workers' Compensation Programs</b>
<b>PASS:</b>	<b>Professional Airways Systems Specialists</b>
<b>PIP:</b>	<b>Performance Improvement Plan</b>
<b>P.L.:</b>	<b>Public Law</b>
<b>PL 95-454:</b>	<b>Civil Service Reform Act of 1978</b>
<b>RADS(rads):</b>	<b>An unit of measure of radiation exposure</b>
<b>Selecting Official:</b>	<b>Hiring Official</b>
<b>SF:</b>	<b>Standard Form</b>
<b>SLDCADA:</b>	<b>Standard Labor Data Collection and Distribution Application</b>
<b>TAD:</b>	<b>Temporary Assigned Duty</b>
<b>Unit Employee:</b>	<b>An employee covered by this Collective Bargaining Agreement</b>
<b>U.S.C:</b>	<b>United States Code</b>

# Request for Union Time

**INSTRUCTIONS:** When an employee is requesting union time the employee will give an approximate amount of time. If an employee is requesting Union time the request must state the general purpose for the time and must state the destination. The employer may only deny a union time request for operational reasons. If the employer denies the request, they must include an explanation for the denial. The explanation will propose an alternative time for the union time to be taken. Each request for union time should be considered on a case-by-case basis and each case should be considered unique with its own merits in regards to union time and the request. Upon return the employee will log the actual dates and times of the union time taken.

## Employee/Union Representative

Name-Last	First	Middle	Date of Request	Date of Union Time Needed
Destination:				
General Purpose: (Please include approximate amount of time requested)			Miscellaneous:	
Grievances: (check one)			<input type="checkbox"/> Labor Management Training (Circle one) (4) (8)	
<input type="checkbox"/> Meeting Face to Face: ( ) <input type="checkbox"/> Process & Investigate: ( )			<input type="checkbox"/> Other. (specify CBA Article & section provide a brief description of purpose)	
Disciplinary Appeal Prep ( )			_____	
Disciplinary Investigation ( )			_____	
			_____	
			_____	

## Supervisor

<input type="radio"/> Approved <input type="radio"/> Disapproved (may only be for operational reasons)	
Signature:	Date:

<u>Employee/Union Representative</u>			<u>Labor Relations Office</u>	
Date Left	Time:	AM/PM	<input type="checkbox"/> Union	<input type="checkbox"/> Internal Use
			Total Hours Used:	
Return Time:			AM/PM	
Total Time Used (including travel if any):			Comments:	
Employee Signature:				
			Signature: _____	
			Date: _____	

**DISCLAIMER: THE PARTIES AGREE THAT THIS DOCUMENT DOES NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THE CBA.**

**EXECUTION/SIGATURE AND APPROVAL**

In witness whereof, the foregoing Agreement has been executed by Marine Corps Air Station Cherry Point, NC and the International Association of Machinist and Aerospace Workers, Local Lodge 2296 on this date 03 APR 2017 to become effective the date this agreement is approved by the Secretary of Defense.

FOR THE UNION:

FOR THE EMPLOYER:

The Secretary of Defense approved and thereby made effective this Agreement on 1 May 2017.