



**NEGOTIATED AGREEMENT**

**BETWEEN**

**PROFESSIONAL AIRWAYS SYSTEMS SPECIALISTS**

**MEBA-NMU, AFL-CIO**

**AND**

**MARINE CORPS AIR STATION**

**CHERRY POINT, NORTH CAROLINA**

**23 FEBRUARY 2001**



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## ACRONYMS

ADPE	Automated Data Processing Equipment
AMEX	American Express Card
ASO	Air Station Order
CAO	Civilian Affairs Office
CEAP	Civilian Employee Assistance Program
CFR	Code of Federal Regulations
CHPT	Cherry Point
CHRO-E	Civilian Human Resources Office - East
CID	Criminal Investigation Division
CMR	Consolidated Memorandum Receipt
COP	Continuation of Pay
CPM	Civilian Personnel Manual
CPO	Civilian Personnel Office
CSR	Customer Service Representative
CSRA	Civil Service Reform Act
DEP	Data Entry Point
DOD	Department of Defense
DON	Department of Navy
DSRP	Discontinued Service Retirement Program
EAP	Employee Assistance Program
EEO	Equal Employment Opportunity
EPA	Environmental Protection Agency
FAS	DOD Field Advisory Service
FECA	Federal Employees' Compensation Act
FEFFLA	Federal Employee's Family Friendly Leave Act
FEPCA	Federal Employee Pay Comparability Act
FLRA	Federal Labor Relations Authority
FLSA	Fair Labor Standards Act
FMCS	Federal Mediation and Conciliation Service
FMLA	Family and Medical Leave Act
FSIP	Federal Service Impasse Panel
FTR	Federal Travel Regulations
GAO	General Accounting Office
HRO	Human Resources Office
ICTAP	Interagency Career Transition Plan
JPAO	Joint Public Affairs Office
JTPA	Job Training Partnership Act
JTR	Joint Travel Regulation

## ACRONYMS

KPP	Known Promotion Potential
KSA	Knowledge, Skills and Abilities
LDO	Leave Deciding Official
LER	Labor and Employee Relations
LES	Leave and Earning Statement
LWOP	Leave Without Pay
MCABE	Marine Corps Air Bases East
MCAS	Marine Corps Air Station
MCO	Marine Corps Order
MSPB	Merit System Protection Board
OCPM	Office of Civilian Personnel Management
OCPMINST	Office of Civilian Personnel Management Instruction
OJT	On the Job Training
OPF	Official Personnel Folder
OPM	Office of Personnel Management
OSHA	Occupational Safety and Health Act
OWCP	Office of Workers' Compensation Programs
PARS	Performance Appraisal Review System
PASS	Professional Airways Systems Specialists
PCL	Prior Consideration List
PCMI	President's Council on Management Improvement
PCS	Permanent Change of Status
POV	Privately Owned Vehicle
PPP	Priority Placement Program
RIF	Reduction in Force
RO	Responsible Officer
RPL	Re-employment Priority List
SCD	Service Computation Date
SECNAVINST	Secretary of the Navy Instruction
SSN	Social Security Number
TAD	Temporary Assigned Duty
TDY	Temporary Duty
TISD	Telecommunications Information Systems Directorate
TQL	Total Quality Leadership
TSR	Telephone Service Request
USC	United States Code
ULP	Unfair Labor Practice
VAF	Voluntary Applicants File
VERA	Voluntary Early Retirement Act
VSIP	Voluntary Separation Incentive Pay

## **PREAMBLE**

This inaugural Agreement signifies the Union's and Management's efforts to build a constructive relationship for their mutual benefit, the benefit of the employees, and the benefit of their customers. This Agreement will provide a framework for dealing with Telecommunications and Information Systems Directorate { TISO) employees as a Bargaining Unit, enhancing employees' working conditions, and raising the efficiency and effectiveness of the Agency's mission. It is the Parties' sincere desire that this Agreement will enhance and support a participative labor/management decision-making environment.

## **ARTICLE 1**

### **PARTIES TO THE AGREEMENT**

**Section 1.** This agreement is made by and between the Department of Defense (DOD), United States Marine Corps, Marine Corps Air Station, Cherry Point, North Carolina (MCAS, Cherry Point, NC), hereinafter referred to as Management, and the Professional Airways Systems Specialists (PASS), hereinafter referred to as the Union,

**Section 2.** Management recognizes that the Union is the exclusive representative of all employees in the Unit, as defined in Section 3 below and the Union recognizes the responsibilities of representing the interests of all employees in the Unit without regard to race, color, religion, sex, age, or national origin and without regard to labor organization membership with respect to grievances, personnel policies, practices, procedures and other matters affecting the morale and general working condition of employees in the Unit.

**Section 3.** The Professional Airways Systems Specialists (PASS) is the exclusive representative of all employees in the Unit as follows:

a. The non-professional unit described in Federal Labor Relations Authority (FLRA) Case AT-R0-30065, dated November 10, 1993.

b. Unit:

(1) Included: All employees of the Telecommunications and Information Systems Directorate (TISD), Marine Corps Air Station, Cherry Point, North Carolina.

(2) Excluded: All professional employees; management officials; supervisors; and employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7).

If the unit as described in Section 3 is modified by the FLRA, this agreement shall apply to the unit as modified, in accordance with applicable law, rule, and regulation.

**Section 4.** The telephone operators and all wage grade employees of TISD are not covered by this agreement.

**Section 5.** Any units for which the Union is certified as the exclusive bargaining representative shall, only by mutual agreement of the Parties, be covered by this agreement.

## ARTICLE 2

### EMPLOYEE RIGHTS AND RESPONSIBILITIES

**Section 1.** Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under Title 5 USC, Chapter 71, such right includes the right:

- a. to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and
- b. to engage in collective bargaining with respect to conditions of employment and matters under Executive Order 12871 through representatives chosen by employees under Title 5 USC, Chapter 71.

**Section 2.** Management shall take appropriate action to assure that employees are apprised of their rights under 5 USC, Chapter 71, government-wide rules, and regulations, Executive Order 12871, and any and all partnership council agreements affecting the Bargaining Unit. Management shall ensure:

- a. that no interference, restraint, coercion, or discrimination is practiced against any employee in the exercise of his/her rights under 5 USC, Chapter 71; and
- b. no encouragement or discouragement of membership in the Union by discrimination in connection with hiring, tenure, promotion, or other condition of employment shall occur.

**Section 3.** The initiation of a grievance in good faith by an employee will not reflect adversely on the employee's loyalty, reputation, or performance evaluation.

**Section 4.** Employees shall be released from work, unless workload necessitates otherwise, without charge to leave, to seek the assistance of a Union representative, Civilian Human Resources Office - East (CHRO-E), Equal Employment Opportunity (EEO) Office, and Civilian Employee Assistance Program (CEAP) staff regarding work-related matters of personal concern to the employee.

**Section 5.**

- a. Each Bargaining Unit employee has the right, regardless of union membership, to bring matters of personal concern to the attention of appropriate management officials in accordance with applicable laws and government-wide rules and regulations.



b. Employees shall have the right to communicate and consult with a Union representative on matters pertinent to this Agreement or other laws, rules, regulations, policies or practices that affect the employees conditions of employment. Management agrees that unit employees wishing to communicate and consult with a Union representative may do so during his/her working hours at the employee's work site or other suitable area. To do so during regular working hours, he/she shall request time from his/her supervisor. The employee's supervisor will normally grant time unless workload necessitates otherwise. If permission is denied due to workload, the supervisor will advise the employee of the reason for denial and inform him when he can reasonably expect to communicate with a Union representative. The supervisor will not deny or delay for arbitrary or capricious reasons, the right to consult and communicate.

**Section 6.** The employee shall be given the opportunity to be represented by the Union at:

a. any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment; or

b. any examination of an employee in the unit by a representative of the agency in connection with an investigation if;

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

(2) the employee requests representation.

The Union representatives shall have the right to participate fully in such discussions and examinations; however, management has the right to insist that the employee, and not his or her representative, respond to questions asked in the investigators examination.

**Section 7.** Any employee has the right to present their views to the Congress, the Executive Branch, or to other appropriate authorities without fear of penalty or reprisal.

**Section 8.** Employees shall have the right to direct and/or fully pursue their private lives and personal beliefs without interference, coercion or discrimination by Management, provided a conflict of interest in accordance with 5 CFR 735 does not exist.

**Section 9.** A tape recording or other electronic means of obtaining records of conversations between a supervisor, an employee and/or his/her Union representative shall not be utilized without the consent of both Parties. If a transcript or summary is prepared, the employee or representative will be provided a copy.

**Section 10.** For matters not covered by the negotiated grievance or appeal procedure, a Bargaining Unit employee is not precluded from being represented by an attorney, or other representative of the employee's own choosing.

**Section 11.** Management and the Union agree that all provisions of this Agreement shall be applied fairly and equitably and without discrimination or regard to membership in the Union to all employees in the Bargaining Unit.

**Section 12.** Unit employees are encouraged to support efforts to ensure timely completion of jobs, to increase productivity, to promote regular attendance, to improve the quality of workmanship, and to eliminate unsafe working habits to prevent accidents.

**Section 13.** Normally Bargaining Unit employees will be answerable to one supervisor. If Management decides to change this policy, in order to avoid conflicts of work assignments, an employee shall be told by the above supervisor who he/she is answerable to for any assigned task.

### **ARTICLE 3**

#### **REPRESENTATION RIGHTS AND DUTIES OF AGENCIES**

#### **AND LABOR ORGANIZATIONS**

##### **Section 1.**

a. A labor organization which has been accorded exclusive recognition is the exclusive representative of the employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering, all employees in the unit. An exclusive representative is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.

b. An exclusive representative of any appropriate unit in an agency shall be given the opportunity to be represented at:

(1) any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

(2) any examination of an employee in the unit by a representative of the agency in connection with an investigation if:

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

(b) the employee requests representation.

c. Each agency shall annually inform its employees of their rights under subsection b(2) of this section.

d. Any agency and any exclusive representative in any appropriate unit in the agency; through appropriate representatives, shall meet and negotiate in good faith for the purposes of arriving at a collective bargaining agreement. In addition, the agency and the exclusive representative may determine appropriate techniques, consistent with the provisions of section 7119 of 5 USC, to assist in any negotiations.

e. The rights of an exclusive representative under the provisions of this section shall not be construed to preclude an employee from:

(1) being represented by an attorney or other representative, other than the exclusive representative, of the employee's own choosing in any grievance or appeal action; or

(2) exercising grievance or appellate rights established by law, rule, or regulation;

except in the case of grievance or appeal procedures negotiated under 5 USC, Chapter 71.

**Section 2.** The duty of an agency and an exclusive representative to negotiate in good faith under section 1 of this article shall include the obligation:

a. to approach the negotiations with a sincere resolve to reach a collective bargaining agreement;

b. to be represented at the negotiations by duly authorized representatives prepared to discuss and negotiate on any condition of employment;

c. to meet at reasonable times and convenient places as frequently as may be necessary, and to avoid unnecessary delays;

d. in the case of an agency, to furnish to the exclusive representative involved, or its authorized representative, upon request and, to the extent not prohibited by law, data:

(1). which is normally maintained by the agency in the regular course of business;

(2) which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and

(3) which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining; and

e. if agreement is reached, to execute on the request of any party to the negotiation a written document embodying the agreed terms, and to take such steps as are necessary to **implement such agreement.**

**Section 3.** The Union retains all its rights under 5 USC, Chapter 71, and Executive Order 12871.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

**Section 1.** Subject to section 2 of this article, nothing in 5 USC, Chapter 71, shall affect the authority of any management official of any agency:

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

b. in accordance with applicable laws:

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

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

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

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

(b) any other appropriate source; and

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

**Section 2.** Nothing in this article shall preclude any agency and any labor organization from negotiating:

a. 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;

b. procedures which management officials of the agency will observe in exercising any authority under this section; or

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

## **ARTICLES**

### **GRIEVANCE PROCEDURE**

**Section 1.** It is the intent of Management and the Union that all employees be given full consideration of their grievances arising out of conditions of employment. In this regard, Management will apply all policies, rules, regulations, laws, Executive Orders, and all terms of this Agreement fairly and equitably to all Bargaining Unit employees. It is intended that Management and the Union will recognize and exercise their respective responsibilities to resolve these grievances and other disputes that arise between the parties at the lowest possible level, in an effort to maintain the efficiency of the service. Inasmuch as dissatisfactions and disagreements arise occasionally in any work situation, the filing of a grievance, complaint, or appeal shall not be construed as reflecting unfavorably on an employee's good standing, his/her performance or his/her loyalty or desirability for employment. Participants will be free from restraint, interference, coercion, discrimination, or reprisal action for participating in grievance proceedings.

**Section 2.** This grievance procedure is the exclusive procedure available to the parties and employees in the Bargaining Unit for resolving grievances, except as limited or modified by Sections 4 and 6. This article provides the procedure for the timely consideration of grievances. Any employee, group of employees within the Bargaining Unit, or the Parties may file a grievance under this procedure. Grievances must be filed within fifteen (15) calendar days after the occurrence of the event giving rise to the grievance or when the aggrieved employee first became aware of the matter giving rise to the grievance. A grievance concerning an ongoing matter is not subject to this restriction. Except as provided in Section 5, only the Union may represent an employee in processing a matter through this procedure. The Parties shall cooperate to resolve grievances at the earliest possible time and at the lowest possible level.

**Section 3.** A grievance shall be defined as any complaint:

- a. by any Bargaining Unit employee concerning any matter relating to the employment of the employee (the matter must personally affect the employee).
- b. by the Union concerning any matter relating to the employment of any Bargaining Unit employee; or
- c. by a Bargaining Unit employee, group of employees, the Union, or Management concerning:
  - (1) The effect or interpretation, breach or claim of breach, of the collective bargaining agreement; or
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting the conditions of employment.

**Section 4.** Excluded from this procedure are:

- a. Any claimed violation of matters relating to prohibited political activities (Subchapter III of Chapter 73: Title 5 USC);
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal relating to national security matters (7532 of Title 5);
- d. Any examination, certification, or appointment;
- e. The classification of any position which does not result in the reduction in grade or pay of an employee; or
- f. Any other matters or procedures specifically excluded by law or by this Agreement.

**Section 5.** Any employee or group of employees in the Bargaining Unit may submit a grievance(s) to Management without Union representation. However, the following criteria apply:

- a. The employee or group of employees must indicate on the grievance form at each step of the grievance process that Union representation is not desired;
- b. The employee or group of employees in accordance with statute, must represent themselves and will not be entitled to any other representative;
- c. Management shall provide the Union the opportunity to be present, to ask questions, to make relevant remarks, and to represent the Union's position during the grievance proceedings;
- d. The decision shall not be inconsistent with law and the terms of this Agreement.
- e. The employee or group of employees cannot process the grievance to arbitration. Only the Union can decide to process a grievance to arbitration on their behalf.

**Section 6.** Any final grievance decision which the Union contends is contrary to the Agreement may be processed directly to arbitration by the Union and the grievance decision shall not be enforced until the dispute is resolved.

- a. Management shall notify the Union that the final decision is available at the same time it is forwarded to the employee(s). The implementation of the grievance decision shall not be enforced for six (6) workdays pending the Union's review of the grievance decision for compliance with laws, rules, government-wide regulations, and the collective bargaining agreement.

b. If a dispute arises during the review process, the Union shall deliver notification of the dispute to CHRO-East no later than noon of the sixth day. The grievance decision shall not be enforced until the dispute is resolved in accordance with this section.

**Section 7.** An aggrieved employee affected by a prohibited personnel practice (5 USC 2302 (b)(1)), a removal or reduction in grade based on unacceptable performance (5 USC 4303), or other adverse actions such as removal, suspension for more than fourteen (14) days, reduction in grade, a reduction in pay, and a furlough of thirty (30) days or less, (5 USC 7512) may at his/her option raise the matter under a statutory appellate procedure or the Negotiated Grievance Procedure, but not both. For the purpose of this section, an employee shall be deemed to have exercised his/her option under this section only when the employee files a timely notice of appeal under the appellate procedures or files a timely grievance in writing under this Negotiated Grievance Procedure. Employees exercising their appellate rights under the MSPB procedures must file an appeal with the MSPB within the time frames allowed in accordance with applicable regulations. Selection of the Alternate Dispute Resolution (ADR) or the Negotiated Grievance Procedure in no manner prejudices the right of the aggrieved employee to request, as appropriate, the MSPB or EEOC to review the final decision in the case of any personnel action that could have been appealed to the MSPB or the EEOC. For purposes of seeking review by the MSPB or EEOC, the decision of the activity head in the Negotiated Grievance Procedure will be considered the final decision, in the absence of the timely invocation of arbitration. Nothing in this agreement shall constitute a waiver of any further appeal or review rights permissible under the Statute.

**Section 8.** At any step of the grievance procedure both parties shall have the right to call a reasonable number of relevant witnesses who have knowledge of the issue(s) involved. Witnesses who are employees of the Agency shall suffer no loss of pay or leave for the time spent in attendance at such hearings. Arrangement for the appearance of witnesses will be made five (5) days in advance of a hearing to permit the release of the employees from work. Obtaining relevant witnesses who are not employees of the Agency will be the responsibility, and at the expense of the party calling such witnesses.

**Section 9.** The employee and his/her representative shall be given a reasonable amount of official time for grievance preparation which will be recorded for time keeping purposes as such. Upon request, a Union representative and/or an aggrieved employee may be odd shifted to allow for such preparation during both the representative's and the employee's duty time. Grievance hearings will normally be conducted during day shift hours and overtime will not normally be paid for the purpose of conducting a grievance hearing. The time a Union representative uses for grievance preparation and for attending grievance hearings will be recorded as official time as described in Article 3.

**Section 10.** Grievances Filed by the Employee

Step 1. An aggrieved employee and/or a Union representative shall present the grievance in writing (on appropriate form) to the employee's immediate supervisor within fifteen (15) days

after the event giving rise to the grievance. The grievance will identify the issue(s) involved, including the pertinent Article(s) and section(s) of the Agreement and/or regulations, if any and if known, and the corrective action desired. Upon submission of the grievance, the supervisor will meet with the employee and his union representative within three (3) workdays, after receipt to attempt resolution and will give a written decision (on appropriate form) within five (5) workdays after the discussion.

Any Union initiated grievance filed by the Union President or his/her designee over the interpretation or application of the provision of this Agreement shall be filed with the TISO Director, at Step 3 of this Agreement.

Step 2. If a satisfactory settlement is not reached at Step 1, the employee, or his union representative, shall submit the grievance form submitted at Step 1 to the second-level supervisor, within three (3) workdays after the Step 1 decision is rendered. The second-level supervisor shall meet with the employee and his representative, to discuss the grievance within three (3) workdays, after receipt, and other desired Management personnel and conducts a hearing on the grievance. The second-level supervisor shall give a written decision within five (5) workdays after the hearing.

Step 3. If a satisfactory settlement is not reached at Step 2, the employee or his union representative, shall submit the grievance form submitted at Step 2 to the TISO Director, within three (3) workdays after the Step 2 decision has been rendered. The grievance may be amended to reflect any additions but relevant issues. The TISO Director shall either satisfy the grievance or arrange to meet within five (5) workdays of receipt of the grievance with the aggrieved employee and the union representative and other desired Management personnel and conduct a hearing on the grievance. The TISO Director shall render a written decision within five (5) workdays after the hearing.

Step 4. If a satisfactory settlement is not reached at Step 3, the employee or his union representative, shall submit the grievance form submitted at Step 3 to the Commanding General via CHRO-E, Labor and Employee Relations Office within five (5) workdays after receipt of the Step 3 decision. Issues not discussed at Step 3 will not be considered. The Commanding General or his/her designated representative shall, within seven (7) workdays after receipt of the grievance, either satisfy the grievance or meet with the aggrieved employee and the Union representative and desired Management and conduct a hearing on the grievance. The Commanding General or his/her designee (an official with authority to resolve the matter) shall render a written decision within seven (7) workdays after the hearing.

#### **Section 11.** Grievances Filed by the Union or Management

In the case of any grievance involving the interpretation or application of any agreement between the parties, which the Union may have against the Employer, or which the Employer may have against the Union, the moving party shall submit the grievance by certified mail or hand deliver a written copy of the grievance to the other party.

##### **a. Grievances Filed by the Union**



Step 1. In the case of a Union-filed grievance, the grievance shall be addressed to the Commanding General via CHRO-E: Labor and Employee Relations Office. An advance copy of the grievance shall be filed with the TISD Director or designee within fifteen (15) calendar days of the event giving rise to the grievance or within fifteen (15) calendar days after the date the Union had knowledge of the event giving rise to the grievance and shall provide the following information.

- (1) the facts upon which the grievance is based;
- (2) the Article and/or Section, if any, of the agreement alleged to have been violated, and;
- (3) the corrective action sought.

Such notice shall satisfy the fifteen (15) calendar day filing requirement. The Director and the Union have five (5) workdays to make every effort to resolve the grievance informally.

Step 2. If the parties are unable to resolve the grievance within the time permitted in Step 1, the Union shall file the formal grievance with the Commanding General via CHRO-E, Labor and Employee Relations Office. The Commanding General or designee shall either sustain the grievance or meet with the Union and conduct a hearing on the grievance. The Commanding General or designee shall render a written decision within twelve (12) workdays following the date CHRO-E received the grievance.

Step 3. If the Union is not satisfied with the answer, it may request that the matter be submitted to arbitration under Section 14.

b. Grievances filed by Management

Step 1. In the case of a Management-filed grievance, the grievance shall be addressed to the Union's National President or designee. An advance copy of the grievance shall be filed with the local chapter President or designee within fifteen (15) calendar days of the event giving rise to the grievance or within fifteen (15) calendar days after the date Management had knowledge of the event giving rise to the grievance and shall provide the following information:

- (1) the facts upon which the grievance is based,
- (2) the Article and/or Section, if any, of the agreement alleged to have been violated, and
- (3) the corrective action sought.

Such notice shall satisfy the fifteen (15) calendar day filing requirement. Management and the local chapter President or designee shall have five (5) workdays to make every effort to resolve the grievance informally.

Step 2. If the parties are unable to resolve the grievance within the time permitted in Step

1, Management shall file the formal grievance with the Union's National President or designee. The National President or designee shall either sustain the grievance or meet with Management and render a written decision within twelve (12) workdays following the date the National President received the grievance.

Step 3. If Management is not satisfied with the answer, it may request that the matter be submitted to arbitration under Section 14.

#### **Section 12.** Grievances Concerning Adverse Actions

In the case of any grievance concerning adverse actions or actions based on unacceptable performance, the grievance shall be submitted beginning with the Commanding General level. The grievance shall be submitted within fifteen (15) calendar days of the effective date of the action. In the case of a grievance concerning a suspension exceeding fourteen (14) calendar days or furlough, the grievance shall be submitted within fifteen (15) calendar days of the last day of the suspension or furlough. If the Commanding General does not satisfy the grievance, arrangements will be made to meet with the aggrieved employee and the Union representative and other desired Management personnel and conduct a hearing on the grievance. The Commanding General shall render a written decision within fifteen (15) workdays after receipt of the grievance. The written decision shall be delivered by certified mail to the employee and the appropriate Union representative. If the Union is not satisfied with Management's decision, it may request that the matter be submitted to arbitration.

**Section 13.** In the event either party should declare a grievance non-grievable, the original grievance shall be amended with an attachment to include the issue. Management shall raise the issue of grievability prior to the final step of the grievance procedure. All disputes or questions of grievability/arbitrability shall be referred as threshold issues in the related grievance.

**Section 14.** Arbitration. If a satisfactory settlement is not reached at the final step of the grievance procedure, the following procedures will apply:

a. The party who desires to initiate arbitration on a grievance shall notify the other party, in writing, of its intent. The notice must be made by certified mail within twenty-five (25) calendar days of receipt of the last decision on the grievance. A Union arbitration request shall be addressed to the Commanding General, in care of CHRO-E, Labor and Employee Relations Office and a Management arbitration request shall be addressed to the Union National President.

b. Notices of arbitration by either party must state the specific unresolved issue(s) that will be placed before the arbitrator. Only those issues not resolved in previous steps will be submitted to arbitration. If the parties fail to agree on a joint submission of the issue(s) for

arbitration, each party shall submit a separate submission and the arbitrator shall determine the issue(s) to be heard.

c. The Parties will maintain a panel of three (3) mutually acceptable arbitrators. Either Party may unilaterally remove an arbitrator from the panel and another arbitrator shall be mutually selected to fill the vacancy by alternately striking names from a list until one remains.

d. Within fifteen (15) calendar days of the receipt of the request for arbitration, an arbitrator shall be selected from the panel by the Parties or by alternately striking names until one remains.

e. The grievability or arbitrability disputes may be referred to an arbitrator for resolution under this article. The arbitrator shall decide the grievability or arbitrability issue first, before hearing the merits of the case. If the dispute is found to be grievable/arbitrable, the arbitrator will be authorized to decide any remaining issue(s) in the original dispute.

f. The grievance shall be heard by the arbitrator as promptly as practicable on a date and a site mutually agreeable to the Parties.

g. Arbitration hearings shall be conducted normally during day shift hours, Monday through Friday, except on holidays. Overtime will not normally be authorized for attendance at these hearings, unless the arbitrator determines the hearing will extend beyond normal duty hours. Employees serving as Union representatives, aggrieved employee(s), and witnesses shall be excused from duty to participate in an arbitration proceeding at the Air Station, without loss of pay or leave. The Union and Management shall have the right to call relevant employee witnesses to testify at the arbitration hearing. Only the minimum number of witnesses necessary to present all pertinent information will be requested.

h. The arbitrator's fee and expenses shall be borne equally by the parties. Management will furnish adequate facilities for the arbitration hearing. If either party provides for a verbatim transcript to be made, that party shall bear the expenses of the transcript process. Either Party desiring a copy of the transcript will bear only the expense of reproduction of the copy or copies obtained. The Parties will share equally the cost of the transcript, if any, supplied to the arbitrator.

i. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. In matters covered under 5 USC 4303 and 7512, which have been raised under the negotiated grievance procedures of this article, an arbitrator shall be governed by 5 USC 7701(c)(1). With regard to cases involving disciplinary action, the arbitrator may mitigate the penalty to conform to his/her decision provided it is consistent with law, rule, government wide regulation.

j. The arbitrator will be requested to enter an opinion and award to the Union and Management, as quickly as possible, within thirty (30) calendar days after the conclusion of the hearing unless the parties agree otherwise. The arbitrator's decision is final and binding.

Arbitrators shall have no power to add to, subtract from, or modify any of the terms of this Agreement; such right is invested in the contracting parties only.

k. Should either party refuse to participate in the arbitration process, the other party may present the case to an arbitrator, who shall have the authority to render a binding decision.

l. Either party to this Agreement may file exceptions to an arbitrator's award under regulations prescribed by the Federal Labor Relations Authority for the purpose.

**Section 15.** Failure of Management to meet the time limits prescribed in this Article shall permit the employee, or the Union, or the grievant, to move the grievance to the next step of the procedure. Failure of the employee or the Union to meet the time limits prescribed in this Article shall constitute withdrawal and termination of the grievance. Termination of said grievance shall have no bearing on future grievances of similar nature. Extension of time limits in this Article may be mutually agreed upon by the Parties.

**Section 16.** Management shall, upon written request, provide the Union with payroll and other records, normally maintained by Management, pertinent to any grievance or prospective grievance for the purpose of substantiating the contentions or claims of the parties regarding a specific grievance or to determine whether a grievance should be filed, insofar as permissible without violating applicable laws or regulations. Requests by the Union for copies of such records shall be reasonable and related to the resolution or substantiation or claim of the grievance. In cases where a grievance has been filed, requests for records should be furnished as soon as possible after requested, but normally not later than three (3) workdays. When records are requested at least three (3) workdays prior to a scheduled hearing and the records are not readily available prior to the hearing, the hearing will be delayed upon request of the Union until the records are made available. If the records are not available within ten (10) workdays, the Union may request a hearing without delay.

**Section 17.** An international representative of the Union may participate in grievance hearings, provided such participation does not result in any cost to the Agency.

**Section 18.** A Management grievance concerning the interpretation or application of provisions of this Agreement shall be submitted, in writing, by the Commanding General, or his/her designee, to the Union President. Such grievances must be delivered within the time limit outlined in Section 2 and contain the minimum information required for grievances submitted under Section 10. The time frame in Section 11, Step 2, apply. Any issue not resolved by the Union decision may be referred to arbitration provided the referral is made within ten (10) workdays of the Commanding General's or his/her designee, receipt of the Union decision. Any time limits in this Section may be extended by mutual agreement of the parties.

**Section 19.** Time limits in this article may be extended only by mutual agreement of the Parties.

**Section 20.** The Parties retain their rights under 5 USC 7122 and 7123.

## **ARTICLE 6**

### **DISCIPLINARY ACTION**

**Section 1.** The purpose of discipline is to correct the offending action of the employee. For the purpose of this Article, a disciplinary action is defined as a written reprimand or suspension of fourteen (14) days or less. An oral admonishment, oral reprimand, letter of requirement, or letter of caution/warning are not considered formal discipline and are not maintained in the employee's Official Personnel Folder (OPF). These actions are grievable in accordance with Article 5, Grievance Procedure, and Section 6 of this Article. Where formal discipline is not required to effect needed corrections, a non-disciplinary action, such as counseling or letter of caution may be given. In each instance it is the intent of the parties that discipline be imposed in a fair and equitable manner and that like remedies for like offenses will be imposed except where the circumstances between cases are sufficiently different.

**Section 2.** Management shall stay a disciplinary action defined in Section 1 of this Article upon written notification by the Union or employee of intent to grieve the matter through the negotiated grievance procedure. Notification of intent to grieve a disciplinary action must be submitted within five (5) workdays of receipt of disciplinary action and/or decision on proposed disciplinary action. This Section excludes all actions taken under the "crime provision" of 5 USC 7513(b)(1).

**Section 3.** Disciplinary actions shall be taken only for just cause and be fair and equitable. They shall be governed by 5 USC Chapter 75. A complete pre-action investigation will be made by Management prior to initiating a contemplated formal disciplinary action against an employee. At least five (5) calendar days prior to any pre-action investigative discussion or questioning with any employee on a matter relating to a disciplinary action, the employee will be advised in writing of such and of the right to be represented by a Union representative. Upon request, the employee shall be granted time to seek Union representation, and the employee's Union representative will be given an opportunity to fully represent the employee in accordance with applicable law and government-wide rule and regulation regarding the matter. In addition, the following employee rights shall apply to all fact finding investigations conducted by the Agency:

a. When the person being interviewed is accompanied by a Union representative, the role of the representative includes, but is not limited to, the following rights:

- (1) to clarify questions;
- (2) to clarify answers;
- (3) to assist the employee in providing favorable or extenuating facts;
- (4) to suggest other employees who have knowledge of relevant facts; and

(5) to advise the employee.

b. When a pre-action investigation is being conducted and where the employee is a potential recipient of disciplinary action, the employee shall be advised by the investigator of the general nature of the interview, and may request to be represented by the Union prior to making any oral or written statement at any time during the investigation.

c. In an interview involving possible criminal conduct where prosecution has been declined by appropriate authority, at the beginning of the interview the employee shall be advised that failure to participate in the interview could lead to administrative action being taken against them.

d. The employee and/or his/her representative, upon request, shall receive all evidence relied upon by Management in proposing any disciplinary action. Management shall also provide the employee, upon request, all evidence that is favorable to the employee and related to the reasons for the proposed action. After a disciplinary action has been proposed, any new evidence which will amend or create a new allegation or reason for the proposed action, will require a new proposed action, if such action is to be relied upon by Management. If Management is to rely upon any other evidence after proposing a disciplinary or adverse action, the employee or his/her representative will be provided an opportunity to respond to such new evidence. In all third party proceedings, Management will make all witnesses within their cognizance available, upon request by the Union, for participation in such proceedings.

e. If a supervisor keeps a personal log containing entries which are filed by personal identification, the supervisor shall inform the employee that such a log is being kept and the nature of the entries.

(1) Supervisory records and notes that are filed by personal identification and used to support a disciplinary action will be made available to the employee at the earliest practicable time but no later than ten (10) workdays after such documents are made. A copy of the documents will be furnished to the employee upon request.

(2) If supervisors make a personal decision to keep documents on employees, these documents will be maintained in a secure fashion and will not be circulated or reviewed outside the employee's chain of command.

Nothing in this section is intended to impede any investigation.

**Section 4.** Disciplinary actions shall be effected in a prompt, fair, and equitable manner, only for just cause, and with the employee's rights fully protected. In deciding what, if any penalty is appropriate, Management must give consideration to all factors involved, including gravity and frequency of the offense; the existence of mitigating circumstances, and the employee's previous disciplinary record. To the extent applicable, Management shall consider whether action agrees with the justice in a particular situation, the nature of the position occupied by the employee, and the years of service with the Agency. Management will propose disciplinary action promptly; only for specific cause; and with the employees rights protected. Additionally, should

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**From:**  
**Sent:**  
**To:**  
**Cc:**  
**Subject:** Notification

To: Commanding Officer, Marine Corps Air Station Cherry Point, NC

Subj: Intent to Grieve, Proposed Suspension from Employment.

Ref: (a). Negotiated Agreement between PASS-250 and Marine Corps Air Station, Cherry Point, NC.

(b). Decision on notification of proposed suspension from employment, ltr 12751 dtd 10 Jan 07.

1. This is to inform Management that we intend to grieve said "Proposal" (Ref. b.) in accordance with the Collective Bargaining Agreement, Art. 6, sec. 2.

R1

PASS 250/252

Management propose disciplinary action more than twenty (20) days from the date of the infraction or from when Management first became aware of the infraction, Management shall provide written reason(s) to the Union for exceeding this reasonable timeframe; however, nothing shall preclude Management from initiating discipline. The employee may grieve such an action under Article 5, Grievance Procedure.

**Section 5.** The effective date of any disciplinary action shall not be less than seven (7) workdays from the receipt by the employee of the decision on the proposed discipline. Nothing shall prevent management from continuing to hold an employee accountable for meeting the standards established for their work performance.

**Section 6.** Letters of reprimand shall be retained in the OPF not to exceed one (1) year. In no case will Management base disciplinary action on prior misconduct or derelictions which have not been made known to the employee through formal or informal disciplinary action. When an oral reprimand/admonishment is received, the employee shall have the right to grieve exceptions to the content of such actions in accordance with Article 5.

**Section 7.** In all formal disciplinary actions employees shall have the right to raise any defense allowed by applicable law, government-wide rule, regulation or this Agreement.

**Section 8.** In addition, the following procedures will be applied to suspensions of fourteen (14) days duration or less. These procedures do not apply to suspensions governed by 5 CFR 752.404.

a. The employee must receive written notice of the proposed action ten (10) calendar days prior to the effective date of the disciplinary action. This notification will detail the specific reasons for any proposed suspensions in a manner which will enable the employee to understand and defend himself against all charges made. Upon request, the employee will also be furnished with copies of all pertinent portions of all written documents which contain evidence relied on by Management and/or which form the basis for the charges.

b. An employee may make an oral or written reply within five (5) workdays of receipt of the proposed disciplinary action, a summary of which will be included in the decision letter.

c. Seven (7) workdays before discipline is effected, the employee shall receive a copy of the written decision, stating the specific reasons for the suspension. This decision shall be based solely upon the reasons and grounds specified in the notice of the proposed action. All information presented to deciding official, including medical documentation, will be considered when rendering decision.

Nothing in this section shall preclude Management from initiating or effecting disciplinary actions.

**Section 9.** In order to promote due process and fairness, the proposing official and deciding official shall be different in a disciplinary case.



**Section 10.** Grievances pertaining to disciplinary actions described in Section 1 of this Article can only be processed through the Negotiated Grievance Procedure, Article 5, of this Agreement, and will be introduced at the appropriate next level above where the action was effected, but not higher than the Directorate. When grieving suspensions, the last day of the suspension shall be used to compute the time frame for filing a grievance. For all other disciplinary actions receipt of the notification of the action shall be used to compute the time frame for filing a grievance.

## **ARTICLE 7**

### **ADVERSE ACTION**

**Section 1.** Under regulations prescribed by the Office of Personnel Management (OPM), an agency may take an adverse action against an employee only for such cause as will promote the efficiency of the service. Adverse actions shall be taken only for just cause, shall show a nexus to employment, when applicable, and shall be fair and equitable in administration. Any such action taken against an employee also must meet all statutory requirements imposed by Subchapter II of Chapter 75 of Title 5 USC, the implementing regulations of OPM, and the terms and conditions of this Agreement. The term "adverse action" as used in this Agreement has the same meaning and application to employees as provided in 5 USC, Section 7511 and 7512, as amended by Public Law 95-454; and except as otherwise provided in Section 7512, includes the following actions:

- a. A removal;
- b. A suspension of more than fourteen (14) days;
- c. A reduction in grade;
- d. A reduction in pay; and
- e. A furlough of thirty (30) days or less.

These adverse action procedures apply only to those employees in the Unit who are in the competitive service and not serving a probationary or trial period under the initial appointment or who have completed one (1) year of current continuous employment under other than a temporary appointment limited to one (1) year or less. However, any employee, while working in the Unit, may be represented by the Union in other matters covered by this Agreement. Reductions in grade or removals under 5 USC 4303 (unacceptable performance) are excluded from this Article and are governed by the provisions of Article 12 of this Agreement.

**Section 2.** A complete pre-action investigation will be made by management prior to initiating a contemplated formal adverse action against an employee. At least five (5) calendar days prior to the pre-action investigation discussion or questioning with any employee on a matter relating to

an adverse action, the employee will be advised in writing of such and of the right to be represented by a union representative. On request, the employee shall be granted time to seek Union representation, and the employee's union representative will be given an opportunity to fully represent the employee in accordance with applicable law and government-wide rule and regulation regarding the matter. In addition the following employee rights shall apply to all investigations, including criminal investigations, conducted by the Agency, within the boundaries of law, rule and government-wide regulations:

a. When the person being interviewed is accompanied by a union representative, in both criminal and non-criminal cases, the role of the representative includes, but is not limited to, the following rights:

- (1) to clarify questions;
- (2) to clarify answers;
- (3) to assist the employee in providing favorable or extenuating facts;
- (4) to suggest other employees who have knowledge of relevant facts; and
- (5) to advise the employee.

b. When an investigation is being conducted and where the employee is a potential recipient of adverse action, the employee shall be advised by the investigator of the general nature of the interview, and may request to be represented by the Union in accordance with this section prior to taking any oral or written statement at any time during the investigation.

c. In an interview involving possible criminal conduct where prosecution has been declined by appropriate authority, at the beginning of the interview the employee shall be given his/her rights in accordance with applicable law, rule and government-wide regulation. They shall be warned that failure to participate in the interview could lead to possible administrative action being taken against them.

d. The employee and/or his/her representative, upon request, shall receive all evidence relied upon by Management in proposing any adverse action. Management shall also provide the employee, upon request, all evidence that is favorable to the employee and related to the reasons for the proposed action. After an adverse action has been proposed, any new evidence which will amend or create a new allegation or reason for the proposed action, will require a new proposed action, if such action is to be relied upon by Management. If Management is to rely upon any other evidence after proposing an adverse action, the employee or his/her representative will be provided an opportunity to respond to such new evidence. In third party proceedings, such as MSPB and/or arbitration, at the request of the Union, Management will make available any witnesses identified by the Union, that are within Management's cognizance.

e. If a supervisor keeps a personal log containing entries which are filed by personal identification, the supervisor shall inform the employee that such a log is being kept and the nature of the entries. Supervisory records and notes that are filed by personal identification and used to support an adverse action will be made available to the employee, upon request. If supervisors make a personal decision to keep documents on employees these documents will be maintained in a secure fashion and will not be circulated or reviewed outside the employee's chain of command.

Nothing in this section is intended to impede any investigation.

**Section 3.** Adverse actions shall be effected in a prompt, fair, and equitable manner, only for just cause; and with the employee's rights fully protected. The preferment of more than one charge for a single instance of misconduct is prohibited, except when the instance involves two or more separate offenses. In deciding what, if any penalty is appropriate, Management must give consideration to all factors involved, including gravity and frequency of the offense; the existence of mitigating circumstances, and the employee's previous disciplinary record. To the extent applicable, Management shall consider whether action agrees with the justice in a particular situation, the nature of the position occupied by the employee, and the years of service with the Agency. Management will propose adverse actions promptly; only for specific cause; and with the employees rights protected. Additionally, should Management propose an adverse action more than twenty (20) days from the date of the infraction or from when Management first became aware of the infraction, Management shall provide written reason(s) to the Union for exceeding this reasonable timeframe; however, nothing shall preclude Management from initiating an adverse action.

**Section 4.** In all formal adverse actions employees shall have the right to raise any defense allowed by applicable law, government-wide rule, regulations or this Agreement.

**Section 5.** Upon request Management will make available for review to the employee and/or his/her union representative, or other representative, the complete file relied upon by Management to prepare a timely reply. A copy of the records which are or may be pertinent to the case relied upon to support the adverse action will be made available upon request in a timely manner, consistent with applicable laws.

**Section 6.** The following procedures will be applied to adverse actions.

a. An employee must receive written notice of the proposed action at least thirty (30) calendar days prior to the proposed effective date of the adverse action (unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, or for other reasons authorized by 5 USC 7513(b) and regulations of OPM). The written notice must state specifically the reasons for the proposed action and with what the employee is being charged; must inform the employee of his/her right to review all pertinent material; must advise the employee of his/her right to answer orally and/or in writing within ten (10) calendar days of the adverse action; and must advise the employee of his/her rights to be represented by an attorney or other representative of their choice.

b. Employees shall be given a reasonable amount of official time to prepare an answer and to secure affidavits.

c. The employee shall receive a copy of the written decision, stating specific reasons for the action and a summary of the oral reply if an oral reply was given. This decision shall be based solely upon the reasons and grounds specified in the notice of the proposed action.

**Section 7.** In order to promote due process and fairness, the proposing official and deciding official shall be different.

**Section 8.** Under provisions of 5 USC 7513(d), an employee against whom an adverse action is taken is entitled to either, but not both:

- a. make a timely appeal to the Merit Systems Protection Board (MSPB), or
- b. consistent with provisions of 5 USC 7121(e)(1), use the negotiated grievance procedure, and with the concurrence of the Union, may elect to have the Union process a timely appeal to binding arbitration under Article 5 of this Agreement.

Once a written appeal is initiated under either procedure, the election may not be changed. The Union may represent a unit employee in processing an adverse action appeal either to binding arbitration under Article 5 or to the Merit Systems Protection Board. In grieving adverse action, the grievance must be filed at the Commanding General level no later than fifteen (15) days after the last day of suspension. In appealing an adverse action to the MSPB, the employee or his/her representative must file the appeal within the applicable time limits allowed by 5 CFR 1201 after the effective date of the action (the first day of the suspension is the effective date). Official time shall be granted for processing appeals as provided above in accordance with Article 8.

## **ARTICLES**

### **UNION REPRESENTATION**

**Section 1.** Management will recognize the Union officers, representatives, and PASS International Representatives designated by the Union to represent the Union in dealing with Management concerning representational matters.

**Section 2.** Designation of the Union representatives will be patterned from the following:

- a. First Level Supervision = Chapter 250 Vice President or designee;
- b. Second Level Supervision, Department/Directorate and Command Level = Chapter 250 President or designee.

Any representative may designate an alternate to act in his/her behalf in the representative's absence. Representatives or designees specified in this Article shall be the only persons authorized to represent the Union in any dealings with Management at the levels designated. Where a Union representative is designated to represent more than one organizational level, he/she shall initially deal at the lowest level appropriate to the issues involved.

Section 3. The Union shall provide Management, on a current basis, the names of the authorized Union representatives. If a Union representative is unavailable, the Union will designate an alternate Union representative for the interim period.

Section 4. For purposes of this Agreement, official time is defined as that time granted for an employee to perform representational duties during which the employee would otherwise be in a duty status.

Section 5. Designated Union Representatives will be allowed official time to discuss grievances and other appropriate representational matters with employees or Management officials. It is understood that in accordance with law, official time will not be granted for lobbying purposes. Official time granted to Union representatives shall not be used for discussion of any matter connected with the internal management or operation of the Union or the solicitation of membership. The parties will ensure that official time used by Union representatives for activities authorized by this Agreement is properly documented. The following official time is authorized:

a. The Chapter 250 President will be entitled up to forty percent (40%) official time to perform representational duties.

b. The Chapter 250 Vice President will be entitled up to twenty percent (20%) official time to perform representational duties.

c. There will be five (5) representatives identified by the Union, not including the President and Vice President, who will be allowed 10 percent (10%) official time each to perform representational duties on a case by case basis. Designees for the President and Vice President will be selected from these five representatives. A designee acting on behalf of the primary representative in section 2(a) and (b) will be entitled to the official time identified in section 5(a) and (b).

d. When a union representative who is an employee of TISD is involved in formal grievance discussions, arbitration hearings, or other official meetings with Management that extend beyond the time limits provided above, upon request, he/she shall be granted the additional time required to complete those discussions, hearings, or meetings.

e. Additionally, the above time limitations for the Union Representatives may be extended in the following way:

1) The Union may request additional time as considered appropriate. Such requests will be directed to CHRO-E, Labor and Employee Relations Office. A telephone call or other

expedient means of communication may be used by the Union for such a request. This is to be followed by a written request such as electronic mail, memorandum, or letter.

(2) If the Union representative is authorized additional time, the Union and the Union representative's immediate supervisor will be informed by CHRO-E, Labor and Employee Relations Office, within twenty-four (24) hours of the amount of time granted. If the Union Representative is denied the additional time, the CHRO-E, Labor and Employee Relations Office, will provide, within twenty-four (24) hours, the reason for denial. In either case a telephone call or other expedient means of communication may be used by CHRO-E, Labor and Employee Relations Office, for such notification. This is to be followed by written notification from the denying official such as electronic mail, memorandum, or letter.

f. Time spent by Union officers or representatives in scheduled negotiation sessions with Management, subject to the conditions of Article (74), will not be charged against the above time limitations.

g. A Union official or Union representative of an employee in any matter that is subject to a statutory appeal procedure may represent employee(s) at any hearing involving such appeals and will be granted all benefits authorized by law for such time as the representative would otherwise be in a duty status. Such time will not be charged against the above time limitations.

**Section 6.** When a Union representative exercises the use of official time as authorized by this agreement, he/she shall notify his/her supervisor of the location where the business will be conducted, the general nature of the matter and the estimated time of absence. Should workload necessitate that the representative cannot be released at that time, the supervisor shall notify the representative of the reason for denial and provide a time when he/she can reasonably expect to be released. Prior to contacting an employee when conducting affairs covered in this Agreement, the Union representative shall first contact the employee's immediate supervisor. In each instance, the supervisor's permission will be granted unless compelling work commitments dictate otherwise. If permission is denied, the supervisor shall state the reason for denial and the time at which the Union representative can reasonably expect to be permitted to contact the employee.

**Section 7.** Union representatives will be allowed time during working hours without loss of leave or pay to attend meetings with Management.

**Section 8.** Designated representatives may be allowed to odd shift on a case basis to conduct representation functions. Prior permission must be obtained from their immediate supervisor. The supervisor shall grant such permission unless workload necessitates otherwise.

**Section 9.** A Union representative's work shift or workweek will not be changed for arbitrary or capricious reasons. Whenever it becomes necessary to change a representative's shift or workweek, Management will notify and discuss the case with the affected representative prior to implementing the change.

**Section 10.** When a Union representative is assigned to a non-bargaining position, that representative's alternate shall act in his/her stead for the duration of the assignment

**Section 11.** Management agrees to notify the Union when designated Union representatives are transferred from one work section to another.

**Section 12.** Union representatives shall be permitted to visit the installations of Management.

**Section 13.** Management will make necessary arrangements for authorized local and international representatives of Union affiliates to visit the Air Station at reasonable times on appropriate business subject to applicable regulations provided such representatives advise CHRO-E, Labor and Employee Relations Office, of the purpose of any intended visit in advance. Arrangements will include temporary base driving privileges and temporary parking to the extent that space is available.

**Section 14.** Pursuant to the provisions of this Agreement and the intent of the Civil Service Reform Act (CSRA), the Union agrees to represent all employees of the unit covered by this Agreement. Consistent with applicable laws and regulations, Management agrees that no Union official will be denied any right or privilege to which he/she is otherwise entitled under the law solely because of his/her service as a Union official.

**Section 15.** Any designated Bargaining Unit representative will be authorized official time, when collecting data associated with changes in personnel policies, practices and working conditions affecting Bargaining Unit employees, and on negotiable subjects as provided under Executive Order 12871.

**Section 16.** Union members who are elected or appointed to serve in an official capacity as a national representative of the Union shall, upon request, be entitled to a leave of absence of up to the duration of their terms of office or appointment A Union member on such leave of absence shall be entitled to all benefits provided by law.

**Section 17.** Union representatives who attend local Management sponsored Labor-Management training shall be granted official time. Union representatives who attend Management sponsored off-site Labor-Management training will be authorized official time, travel, and per diem. Management determines the number of Union attendees.

## **ARTICLE 9**

### **SPECIAL GOVERNMENT OPERATIONS PROGRAM**

**Section 1.** Bargaining Unit employees working at other government installations shall be covered by this Agreement

**Section 2.** The Union's national, regional and local officers, as well as the employee's representative shall have access to facilities where Bargaining Unit employees are assigned, within the constraints of government security requirements. If the employee is not allowed, due to security; to meet Union officers and/or representatives at his/her assigned facility, Management shall provide a suitable location nearby where such a meeting may take place on official time.

## **ARTICLE 10**

### **RECORDS AND OFFICIAL PERSONNEL FOLDER (OPF)**

**Section 1.** OPFs will be maintained in accordance with applicable laws and regulations. Only information authorized by law or regulation will be maintained in the OPF.

**Section 2.** Each employee or his/her personal representative designated in writing will, upon request, be provided a copy or photocopy of any document contained in his/her OPP in accordance with applicable regulations.

**Section 3.** Information contained in an employee's OPP will not be made available to any unauthorized person for inspection or photocopy.

**Section 4.** Records, Notes or Diaries.

a. Records, notes, or diaries maintained by a supervisor with regard to his/her work unit or employees are merely extensions of the supervisor's memory.

b. Records, notes, or diaries, to the extent that they contain personal observations on individual employees, must be maintained in a secure and private manner and will not be disclosed to any unauthorized person.

c. These notes and diaries may not be used as documentary evidence in a disciplinary or adverse action unless the employee, and at the employee's option, the Union, has been provided with a complete copy of all records, notes, and diaries used.

d. Records, notes, or diaries shall not be used as documentary evidence or a basis to support:

(1) a performance evaluation of unacceptable;

(2) the denial of a career ladder promotion;

(3) the denial of a within-grade increase; and/or



(4) disciplinary or adverse actions;

unless the employee and, at the employee's option the Union has been provided with a complete copy of all records, notes and diaries pertaining to that one employee.

(5) The HRSC will forward the OPFs for Bargaining Unit Employees (BUEs) within two (2) workdays of receipt of written request from the BUE. The procedures for requesting the OPF or information in the OPF will be administered in accordance with the HR.SC Operating Manual, Chapter 293.

## **ARTICLE 11**

### **POSITION DESCRIPTIONS**

**Section 1.** The program for determining the classifications of positions of employees in the Bargaining Unit will be conducted in accordance with applicable regulations. Employees shall be provided a written position description which accurately reflects the major duties and responsibilities of the position to which he/she is assigned. To ensure that position descriptions properly reflect the work currently being performed by employees in the unit, Management will conduct periodic reviews. Position reviews will take place in conjunction with performance reviews. Position descriptions shall be made available at the time of the Performance Appraisal Review.

**Section 2.** Where modifications of a unit position description or classification/grading standard are proposed to the extent that either the rating, title, series, pay level, bargaining unit status, or qualification requirements for the rating will be affected, the Union will be notified fifteen (15) days prior to the effective date of the change and extended all rights as afforded by law and Executive Order 12871.

**Section 3.** If a unit employee believes that his/her position description does not properly describe the duties being performed, (i.e., the employee feels that he/she is performing work on a regular and recurring basis or is required to have the necessary knowledge, skills and abilities to perform work that is not described in the position description), he/she has the right to request that the work assignments and/or position description be reviewed by the supervisor. If a satisfactory resolution of the employee's complaint is not reached with his/her supervisor, the employee may initiate a grievance at the second step of the negotiated Grievance Procedure. The grievance will state the reason the employee feels the position description does not properly describe the duties being performed.

**Section 4.** If a unit employee believes that his/her position description properly describes the duties he/she is performing but that the series, grade or title (i.e., the classification) is incorrect, the employee first will discuss the matter with his/her immediate supervisor. The supervisor will attempt to correct and/or submit a written request and arrange for a review of the employee's

classification by the Civilian Human Resources Office-East (CHRO-E). Management agrees to consider all pertinent facts including those presented by the employee. If the employee's complaint is not resolved to his/her satisfaction, the CHRO-E shall notify the employee of his/her classification appeal rights. For discussions with his/her immediate supervisor and with personnel of the CHRO-E, the employee may request the assistance of his/her Union representative.

**Section 5.** A unit employee whose grade or pay is adversely affected by a position classification action may file an adverse action appeal on issues other than the classification of his/her position, as provided in Article 7, or through the statutory appeal procedure, but not both.

**Section 6.** The term "other duties as assigned" or its equivalent shall not be used arbitrarily or capriciously to assign work to an employee which is not reasonably related to his/her primary duties. This does not preclude Management from their rights to assign work as cited under 5 USC 7106(a)(2)(B).

## **ARTICLE 12**

### **PERFORMANCE MANAGEMENT PROGRAM**

**Section 1.** It is the intent of both Parties to comply with the Performance Management Program as established by the current MCO 12430. The purpose of the Performance Management Program is to provide Management with an efficient way of determining employee performance, as it relates to the technology, methods, and means of performing work.

**Section 2.** The following definitions are applied for the purpose of this Article.

a. Acceptable Performance: Performance of an employee which meets the established performance requirement(s) or standards above the "Unacceptable" level in all critical elements of an employee's position.

b. Performance. The accomplishment of the assigned work or responsibilities as specified in the critical elements and standards of the employee's position.

c. Critical Element. A work assignment or responsibility of such importance that unacceptable performance of the element would result in a determination that an employee's overall performance is unacceptable.

d. Performance Standard. The management approved expression of the performance threshold(s), requirement(s), or expectation(s) that must be appraised at a particular level of performance. A performance standard may include, but is not limited to, factors such as quantity, quality, timeliness, and manner of performance.

- e. Performance Appraisal. Comparison of an employee's performance against the described performance standards established for that position.
- f. Progress Review. Communicating with the employee about performance compared to the performance standards of critical elements.
- g. Performance Appraisal Review Form. (NAVMC 11408)
- h. Unacceptable Performance. Performance of an employee which fails to meet established performance standards in one or more critical elements of an employee's position.

**Section 3.** Program Requirements and Procedures. Employee participation in establishing performance plans shall be encouraged. This may be accomplished by means including, but not limited to, the following:

- a. Employee and supervisor discuss and develop performance plan together;
- b. Employee provides to supervisor a draft performance plan;
- c. Employee comments on draft performance plan prepared by supervisor; and
- d. Performance plan is prepared by a group of employees occupying similar positions, with supervisor's approval.

Final authority for establishing such plans rests with the supervising officials.

**Section 4.** Management will identify critical performance elements and performance standards, in writing, for all of the employees. Each element must be consistent and directly related with the duties and responsibilities of the employee's position description. Each critical element identified will have a performance standard identified in writing for the acceptable level.

**Section 5.** Employees will be provided copies of their approved written performance plans on the current performance appraisal form within thirty (30) days after the beginning of each appraisal period, and for each detail or temporary promotion expected to last one-hundred twenty (120) days or longer.

**Section 6.** When work requirements change, performance elements and standards may be modified. These modifications must be in writing on the proper Performance Appraisal Form as identified in Section 2(g), and given to the employee during the appraisal period. Employees may not be rated on these modified elements and standards for at least ninety (90) days.

**Section 7.** Each employee shall be given a copy of his/her current position description at the time he/she is given his/her performance appraisal plan at the beginning of a performance appraisal period.

**Section 8.** Supervisors will conduct a progress review as appropriate, but not less than one (1) at mid-cycle, to discuss employee's performance.

**Section 9.** At any time an employee's performance falls below the acceptable level for any critical element a special progress review will be held to advise the employee of the deficiencies in his/her performance. The appraiser shall notify the employee in writing of:

- a. the critical element for which performance is unacceptable;
- b. the fair and equitable performance standard that must be obtained to demonstrate acceptable performance; and
- c. a plan of action, which shall include training and assistance by Management to improve this performance to an acceptable level.

If requested by the employee a copy shall be provided to the Union.

**Section 10.** The appraisal period will run from 1 June through 31 May. Employees on extended assignments/appointments (120 days or longer) will be appraised on their performance during that period of time. Employees who are detailed or temporarily promoted 120 days or longer will have their critical elements and standards established, in accordance with this Article, by the receiving supervisor to cover the job to which they are temporarily assigned.

**Section 11.** A written rating of record shall be completed within thirty (30) days following the completion of the annual performance cycle unless the employee has not completed ninety (90) days under approved performance standards. When the activity cannot prepare a rating of record at the end of the appraisal period, the period shall be extended to allow ninety (90) days under approved standard at which time a rating will be conducted.

**Section 12.** Employees will be provided a copy of their rating of record within sixty (60) days of the end of the annual appraisal cycle.

**Section 13.** At any time an employee's performance in any critical element falls below the acceptable level, the appraiser must notify the employee and must conduct a progress review. Management shall offer assistance, which may include but is not limited to formal training, on-the-job training, counseling, and closer supervision, to bring about improvement in the employee's performance. The employee will be given at least thirty (30) days to demonstrate acceptable performance, commensurate with the employee's duties and responsibilities and to meet at least the level of acceptable performance. The annual rating will be deferred for an employee during the period established as the opportunity to improve unacceptable performance.

If, at the conclusion of the opportunity to demonstrate acceptable performance, the employee's performance is "Unacceptable," the agency may reassign, reduce-in-grade, or remove the employee, as provided by 5 USC 4302(b)(6) and 4303(a). The employee is entitled to thirty (30) days advance written notice which identifies the specific instance(s) of unacceptable

performance and the critical elements involved and shall inform the employee of his appeal and/or grievance rights. The employee is also entitled to representation and may respond orally and/or in writing and must receive a written decision within thirty (30) days after the expiration of the notice period from the agency. All documentation relied upon to effect the action will be available for review by the employee and/or employee's representative and a copy will be provided upon request.

**Section 14.** Denial of a within grade increase is considered an adverse action and shall be processed in accordance with applicable regulations and Article 7 of this Agreement. If the within grade increase of a graded employee in the unit is disapproved because of failure to meet an acceptable level of competence, the employee may be represented by any representative of his/her choosing during the reconsideration.

**Section 15.** Close-out ratings will be conducted when:

- a. An employee completes a detail or temporary promotion of one-hundred twenty (120) days or longer under established performance standards; or
- b. An employee changes positions after being under established standards a minimum of ninety (90) days; or
- c. An employee moves to a new agency/activity or organization after being under established standards a minimum of ninety (90) days; or
- d. The first level supervisor leaves the position after the employee is under established standards a minimum of ninety (90) days.

## **ARTICLE 13**

### **PERFORMANCE AWARDS PROGRAM**

**Section 1.** Management agrees that quality step increases, or other awards based entirely upon job performance, shall be used exclusively for rewarding employees for the performance of assigned duties, including On the Job Training (OJT) duties. This program shall not be used to discriminate among employees or to show favoritism.

**Section 2.** Management shall notify the appropriate Union representative in writing, upon notification to the employee, of any award to be granted.

## **ARTICLE 14**

### **TIME-OFF AWARDS**

**Section 1.** The Federal Employees Pay Comparability Act of 1990 (FEPCA), Public Law 101-509, provides Federal agencies authority to grant employees time-off from duty, without loss of pay or charge to leave, as an incentive award. Called time-off awards, this incentive may be used to encourage and reward superior accomplishments or other personal efforts that contribute to the quality, efficiency, or economy of Government operations.

**Section 2.** Nature and Relationships to other Awards.

- a. Time-off Awards can be used alone or in combination with monetary or non-monetary awards. They are not to be used to replace other awards.
- b. As with other incentive awards, Management is required to give due weight to time-off awards when rating and ranking an employee for promotion in accordance with law (5 USC 3362) and regulation.

**Section 3.** Eligibility. All Bargaining Unit employees.

**Section 4.** Program Design.

a. Management will integrate time-off awards into their incentive awards program as another means of effectively encouraging and recognizing exceptional employee and team contributions that benefit the Government. The following are examples of employee contributions that could merit a time-off award; they are not intended to be exhaustive nor to limit Management from adding to the identifying criteria for granting time-off awards:

(1) Employee(s) making a high quality contribution involving a difficult or important project or assignment;

(2) Employee(s) displaying initiative and skill in completing an assignment or project before the deadline;

(3) Employee(s) ensuring that the mission of the unit is accomplished during a difficult period by successfully completing additional work or a project assignment while maintaining the employee's own workload;

(4) Employee(s) using initiative and creativity by suggesting or making improvements in a product, activity, program, or service; or

(5) Employee(s) sustaining a high level of performance for an extended period.

## **Section 5.** Granting Time-Off Awards.

a. Immediate supervisors are authorized to grant time-off awards without further review for periods not to exceed one (1) workday. Thus, supervisors can provide immediate recognition for a job well done or for an idea that benefits the Government when authorizing a time-off award under this Section.

b. When an employee's award exceeds one (1) workday, the decision to grant time-off awards and the amount of the award shall be reviewed and approved within six (6) work days of the award initiation by an official of the Agency who is at a higher level than the official who made the initial decision unless the initial decision was made at the Directorate Head level.

c. An employee may be granted up to forty (40) hours of time-off from duty as an incentive award for a single contribution. No more than eighty (80) hours of time-off shall be awarded to an employee in any one (1) leave year.

d. For part-time employees or employees with an uncommon tour of duty, the average number of hours in the employee's biweekly scheduled tour of duty over a period of one year will be used to determine the total amount of hours that the employee may be granted for a time-off award. For a single contribution, a part-time employee or an employee with an uncommon tour of duty may be awarded up to one half of the maximum number of hours that could be granted during the leave year.

## **Section 6.** Scheduling and Use of Time-Off Awards.

a. Management shall permit the employee to schedule the use of time-off award time and shall not deny this time-off request unless workload necessitates otherwise. The use of a time-off award is subject to approval by the employee's immediate supervisor. Management shall allow the use of this time to occur so as to not adversely affect an employee who is in an annual leave "use or lose" situation. The employee's Leave and Earnings Statement (LES) will reflect all credited and debited time-off hours so as to allow the employee a record of availability and usage. Should an employee become physically incapacitated during the period of a time-off award, Management will grant sick leave for the period of incapacitation.

b. Time-off awards must be used within one (1) calendar year of the receipt of the award. If the total amount of a time-off award is not used within one (1) year after its approval, any unused time-off is forfeited and may not be restored.

c. A time-off award does not convert to cash under any circumstances. Time-off award hours can only be transferred within the Department of the Navy. Employees who transfer to non-Navy agencies will forfeit any unused time-off hours. In addition, since time-off award balances are not annual leave, the hours cannot be transferred to approved leave recipients under the Voluntary Leave Transfer Program.

d. The amount of time-off award should be proportionate to the value of the contribution being recognized. As such, the following scale shall be utilized to assure consistency of awarded time:

VALUE TO ORGANIZATION	NUMBER OF HOURS
<b>Moderate</b>	<b>1 to 10</b>
<p>A contribution to the value of a product, activity, program, or service to the public or customer, which is of sufficient value to merit formal recognition</p> <p>Example: Beneficial change or modification of operating principles or procedures</p>	
<b>Substantial</b>	<b>11 to 20</b>
<p>An important contribution to the value of a product, activity, program, or service to the public or customer, which is of sufficient value to merit formal recognition</p> <p>Example: Significant change or modification of operating or principles or procedures</p>	
<b>High</b>	<b>21 to 30</b>
<p>A highly significant contribution to the value of a product, activity, program, or service to the public or customer, which is of sufficient value to merit formal recognition</p> <p>Example: Complete revision of operating principles or procedures, with considerable impact to the customer</p>	
<b>Exceptional</b>	<b>31 to 40</b>
<p>A superior contribution to the value of a product, activity, program, or service to the public or customer, which is of sufficient value to merit formal recognition</p> <p>Example: Initiation of a new principle or major procedure, with significant impact</p>	



**Section 7.** Documentation

- a. Upon request, Management shall provide to the Union a copy of all time-off awards granted by Management for Bargaining Unit employees.
- b. Upon Union request, Management and the Union will meet at least annually to review all time-off awards granted.

**ARTICLE 15**

**TECHNOLOGICAL CHANGES AND ORGANIZATIONAL  
RESTRUCTURING/CLOSINGS AFFECTING THE WORK FORCE**

**Section 1.** The Agency agrees there is a duty to bargain in good faith in accordance with applicable laws.

**Section 2.** Management agrees to notify the Union:

- a. fifteen (15) calendar days prior to the proposed implementation of any planned changes in the technology, methods, and means of performing work.
- b. fifteen (15) calendar days prior to the proposed implementation of any planned changes:
  - (1) in the means of performing work remaining, transferred, consolidated, migrated, capitalized, down-sized, or contracted out, or
  - (2) in any organizational restructuring/closing that affects the size, composition, or duty station of the Bargaining Unit work force.

The above time frames may be waived upon mutual agreement of both parties or when dictated otherwise by law, or government-wide rule or regulation.

**Section 3.** Upon receipt of the Union's request to negotiate, Management will meet with the union within one hundred and twenty (120) calendar days to begin negotiations, in accordance with applicable law and executive orders. Changes, as described above, shall not normally be implemented prior to reaching full agreement by the parties unless law, or government-wide rule or regulation dictates otherwise.

**Section 4.** Management will provide the Union with a copy of any proposed, current, or updated plans pertaining to above cited situations seven (7) working days prior to meeting with the Union.

## **ARTICLE 16**

### **CONTRACTING OUT**

**Section 1.** Management agrees to notify the Union prior to any permanent or temporary contracting out, as a result of Agency ventures (to include public/private ventures, A-76, and other studies), of those services currently performed by Bargaining Unit employees that results in adverse impact on unit employees. Management agrees to comply with all provisions of OMB Circular A-76, Federal Acquisition Regulations, this Agreement, government-wide regulations, and any other applicable laws and regulations.

**Section 2.** In the event it is decided to contract out work currently performed by bargaining unit employees that results in adverse impact on unit employees, Management agrees to provide written notice to the Union when a request for proposals is issued. Management further agrees to provide written notice to the Union at the time that a contract is let.

**Section 3.** Upon request and, to the extent not prohibited by law, rule government-wide regulation, and any other applicable regulations, Management agrees to provide the Union with any cost comparison data and other documents utilized in making its determination to contract out services performed by bargaining unit employees. The Union recognizes that releasable documentation can only be provided after the opening bids, to avoid a breach in procurement confidentiality. Upon Union request, Management shall allow two (2) Union representatives to attend on Official time, pre-bid and bid opening meetings, to include preliminary site surveys, if offered to private/public vendors. Bids will be accepted from all sources, including the Union, as long as the bid is allowed in accordance with existing laws, rules and regulations governing the contracting out process.

**Section 4.** In the event it is decided to contract out work currently performed by the Bargaining Unit employees, the Parties agree to minimize the impact on the employees. Maximum retention of career employees shall be achieved by attrition patterns and other existing applicable programs, such as VSIPNERA programs (Voluntary Separation Incentive Pay/Voluntary Early Retirement Authorization), PPP (Priority Placement Program), PCL (Prior Consideration Lists), and fully consider station-wide hiring freezes. In the interest of minimizing the adverse impact on unit employees resulting from a decision to contract out Management agrees to the following procedures:

a. Any unit employee adversely affected as a result of the decision to contract out, shall be given prior consideration for positions Management intends to fill, within the command, which are at the same or lower grade and for which the employee is qualified.

(1) Management shall post a notice in a prominent place requesting volunteers. The notice shall include a listing of unit positions that Management intends to fill which are of equal or lower grade for which the employees are qualified. The closing date for applications from

volunteers shall be included in the notice. A copy of the notice shall be provided to the Union representatives in accordance with applicable laws, rules, and government-wide regulation.

(2) If there are two (2) or more equally qualified applicants for a particular position and all bargaining unit employees can be accommodated by reassignment, Management shall select the employees to fill these positions in the following manner: When the employees possess the same skills and qualifications, Service Computation Date (SCD) will be the determining factor. Should a second tiebreaker be required, the employee with the longest service within TISO will be reassigned. As a third tiebreaker, the employee with the greater time in grade shall be reassigned.

(3) If Management determines that the changes in work force requirements are of such magnitude that all employees affected cannot be accommodated by reassignment, then RIP procedures will apply.

b. For any unit employee displaced as a result of contracting out, Management shall pay reasonable cost of any training, providing funding exists, in accordance with applicable laws and government-wide regulations.

c. Management shall, to the extent possible, schedule conversion to contract performance to minimize economic and personal hardship and to maximize opportunity for attrition and placement.

d. Management shall assure that any contract awarded shall include a provision that the contractor shall give Bargaining Unit members, displaced as a result of the conversion to contract personnel, the right of first refusal of employment to fulfill the employment needs of the contract in positions for which they are qualified. Inclusion of this information in this Section does not grant the right of grievance through the Negotiated Grievance Procedure for contracts awarded under OMB Circular A-76.

## **ARTICLE 17**

### **EFFICIENCY REVIEWS**

**Section 1.** Management agrees to thoroughly brief the Union forty-five (45) days prior to any proposed Efficiency Review (ER) it desires to undertake concerning job functions of bargaining unit employees. At least ten (10) days prior to any ER being initiated, Management will provide the Union copy of the ER Study Plan, including the methods to be used in conducting the ER. ER studies will be conducted using methods and techniques prescribed by law and applicable regulations. Management will provide the Union with monthly updates on the progress of the ER, and a copy of the ER Report when it is completed. Upon request, Management will meet with the Union and, if requested, the Parties will negotiate in accordance with law and government-wide rules and regulations.

**Section 2.** Within 45 days of completion of the efficiency review, the Union will be briefed on the study findings, recommendations, and final decision of the Commanding General (or designee). Within ten (10) calendar days of receiving the brief/presentation, the Union may request and will be provided a copy of any releasable data gathered during the review. Personnel actions initiated as a result of the efficiency review will be taken in accordance with applicable law, regulations, instructions, and this Agreement. The Union may request to bargain the impact and implementation of changes in working conditions if not otherwise covered by this Agreement. Such requests must be made within thirty (30) calendar days of receiving releasable data from the review.

## **ARTICLE 18**

### **REDUCTION IN FORCE (RIF)**

**Section 1.** Subject to the requirements of Article 75, Sections 2 and 4, all RIF actions will be carried out in compliance with applicable laws, regulations, and this Article.

**Section 2.** Whenever Management has determined to initiate a RIF within the Bargaining Unit, it shall notify the Union in writing. Such notice shall be provided as soon possible, but in no event less than fifteen (15) days prior to the issuance of RIF notices, and shall include a copy of the dated RIF Requesting Package and the approval documents associated with each RIF action.

**Section 3.** Management shall issue RIF notices at least sixty (60) days prior to the RIF effective date. The Parties recognize that the original RIF effective date may be extended in accordance with government wide regulation. As such, the Union shall be notified in writing prior to the original RIF effective date of Management's desire to extend the effective date. This notice shall include all information required by this article and the proposed "new" effective date. All employees will be extended, for the full extended period, if the original effective date is extended.

**Section 4.** Prior to specific RIF notice to the employees the employees shall be counseled and offered Voluntary Early Retirement (VERA) and Voluntary Separation Incentive Pay (VSIP) if approved and if all regulatory requirements are met. Management may issue a Certificate of Expected Separation to an employee who Management believes, with a reasonable degree of certainty, will be separated from Federal employment by RIF procedures under this article. A certificate may be issued up to six (6) months prior to the effective date of the RIF, making employees eligible for the Job Training Partnership Act (JTPA) programs, Priority Placement Program (PPP), Prior Consideration List (PCL), and Re-employment Priority List (RPL). Upon specific RIF notice to the employee, the employees will be eligible for and counseled concerning their rights under:

- a. the Priority Placement Program (PPP),

- b. the Re-employment Priority List (RPL),
- c. the Interagency Career Transition Plan (ICTAP),
- d. the Job Training Partnership Act (JTPA), as amended
- e. the Discontinued Service Retirement Program (DSRP),
- f. the Prior Consideration List (PCL), and
- g. the Voluntary Separation Incentive Pay (VSIP), Phase II.

Eligible employees will be registered in these programs and will be referred, in accordance with the provisions of each program, for placement in temporary and permanent positions for which they qualify. Registration in some of the programs listed above is voluntary, i.e., Re-Employment Priority List Program, Interagency Career Transition Plan, Job Training Partnership Act, Prior Consideration List, Voluntary Separation Incentive Pay (VSIP). Registration in the Priority Placement Program (PPP) requires that individuals be well qualified. Employees are cautioned to insure they understand future placement rights if they accept a temporary or term appointment. Furthermore, Management shall counsel those employees who have received specific or proposed notice of change to lower grade about their rights under the priority placement programs, and shall register eligible employees in the program. If the RIF status of an employee changes after the specific notice is issued, the employee will be notified in writing, and the Union shall be provided a copy concurrent with this notification.

**Section 5.** The Human Resources Office (HRO) will insure job placement programs are made available, to the maximum extent possible, in accordance with Department of Defense policies and procedures to find employment in federal agencies, within or outside the commuting area, for those RIF notified employees.

**Section 6.** Employees in receipt of a RIF notice shall have the right to review pertinent retention registers and applicable RIF regulations. In viewing these documents, the employees shall have the right to be accompanied by a representative of the Bargaining Unit, and both persons shall be afforded official time for this purpose. The Union shall be provided the following by HRO within 24 hours after they are received in the HRO, unless an extension is requested:

- a. a copy of the master retention registers;
- b. a list of all Bargaining Unit positions proposed to be affected during the RIF action;
- c. a list of all Bargaining Unit employees proposed to be affected by the RIF.

**Section 7.** The Union shall have the right to review retention registers, official personnel records and other pertinent records and data relative to RIF actions affecting employees in the unit to the extent permitted by law or government-wide regulations.

**Section 8.** Management will maintain an up-to-date prior consideration list of employees downgraded without personal cause. Employees will remain on the list until repromoted, separated, entitlement to pay/salary retention terminates, or they decline a valid offer. The Union, upon request, shall have the right to review prior consideration lists to the extent permitted by law or government-wide regulations.

**Section 9.** An employee who is demoted in lieu of separation because of a RIF action and who is on grade or pay retention will receive prior consideration for placement/repromotion in accordance with applicable regulations; such consideration shall take place prior to initiating action to fill vacancies in any manner other than by priority consideration.

**Section 10.** Any eligible Bargaining Unit employees who accept positions with other Federal Agencies outside the commuting area will be entitled to any and all reimbursements required by government-wide regulations to include maximum permanent change of station (PCS) entitlements for such acceptance.

**Section 11.** The minimum competitive area for RIF purposes will be MCAS, Cherry Point.

**Section 12.** Management shall maintain RIF records for at least two (2) years from the date of the personnel RIF action.

## **ARTICLE 19**

### **GRADE AND PAY RETENTION**

**Section 1.** An employee who has been placed in a lower grade position shall be entitled to pay and grade retention to the extent permissible under 5 USC 5361-5366 and all applicable laws and regulations.

## **ARTICLE 20**

### **MERIT STAFFING AND STANDARD AUTOMATED INVENTORY**

#### **REFERRAL SYSTEM (STAIRS)**

**Section 1.** General.

a. It is the policy of Management to fill all positions with the best qualified candidates for the positions and to ensure that employees receive fair and appropriate consideration for advancement and developmental opportunities.

b. All positions in the Bargaining Unit will be staffed subject to governing laws and regulations; Executive Order 12871 and in accordance with the Human Resources Service Center-East (HRSC-E) Operating Manual, Chapter 335, Subchapter 1A, Change 3 (dated 3 Sep 98) and HRSC Supplemental letter dated 9 Nov 99. The Parties agree that merit staffing will be administered as set forth by this manual. Outside promotional applicants who apply for positions in the unit must be evaluated by the same criteria as Bargaining Unit employees.

**Section 2.** Competitive procedures apply to the following:

- a. temporary promotion for more than 120 days in a 12-month period;
- b. selection for detail for more than 120 days in a 12-month period to either a higher graded position or to a position with higher known promotion potential;
- c. selection for training required for promotion;
- d. reassignment or demotion to a position with more potential than a position previously held on a permanent basis in the competitive service (except as permitted by Reduction in Force (RIF) regulations);
- e. transfer from another Agency to a higher graded position or to a position with more promotion potential than a position previously held on a permanent basis in the competitive service;
- f. reinstatement to a permanent or temporary position at a higher grade or with more promotion potential than a position previously held on a permanent basis in the competitive service;
- g. selection of a person from the Re-employment Priority List for a position at a higher grade than that from which separated; and
- h. all permanent promotions to positions unless made under one of the exceptions or exclusions in Section 3.

**Section 3.** Non-competitive procedures apply to the following:

- a. a promotion resulting from the upgrading of a position (providing the upgrade occurs without significant changes in the duties and responsibilities of the position) due to the issuance of a new classification standard or the correction of a classification error;
- b. a position change permitted by RIF regulations;
- c. promotion resulting from upgrading of a position due to the accretion of duties;
- d. career promotions when competition was held at an earlier date (e.g., apprentice, trainee, understudy, developmental, or career ladder positions):

- e. temporary promotions of 120 days or less;
- t details of not more than 120 days to higher grade positions or to positions with known promotion potential;
- g. selection of a permanent government employee from Office of Personnel Management (OPM)/delegation of authority registers for higher graded positions or positions with known promotion potential;
- h. promotion of an employee to any grade which the employee formerly held on a permanent basis, provided the employee was not demoted for personal cause;
- i. promotion of an employee which, because of pay setting policies, results in a technical promotion only;
- j. reinstatement of a former federal employee to a position having promotion potential no greater than the potential of a position the employee previously held on a permanent basis in the competitive service;
- k. the position change (either reassignment, demotion, or promotion) of any permanent employee from a position having known promotion potential to a position having no higher potential;
- l. the reassignment of a permanent employee to a position having no higher promotion potential, to include job swaps;
- m. selection of an individual accorded prior consideration as a result of a third party decision;
- . n. consideration of a candidate not given proper consideration in a competitive promotion action;
- o. selections from the Priority Placement Program (PPP);
- p. selections from OPM/delegation of authority registers;
- q. selection from the Re-employment Priority List at the same or lower grade level than the position from which separated;
- r. selection under special appointing authorities (e.g., Veterans Readjustment Appointment, handicapped applicants, 30 percent disabled veterans, Student Employment Program); or
- s. transfers from other federal agencies to the same or lower level with no higher potential than the position from which transferred or than position which employee previously held on a permanent basis.



**Section 4.** Prior Consideration and Re-promotion. Before advertising a vacancy, the Human Resources Office (HRO) will provide the selecting official with a list of individuals entitled to priority or prior consideration for positions in the Bargaining Unit. Individuals will be referred in the following order:

- a. Priority considerations resulting from third party decisions.
- b. Bargaining Unit employees under grade and pay retention due to demotion for reasons not stemming from personal cause or request. Such employees will be afforded first consideration for re-promotion to positions from which they were downgraded. Grade and/or pay retention terminate upon the conditions set forth in 5 CFR 536. When grade and pay retention terminate, placement on the Prior Consideration List will also terminate.
- c. Bargaining Unit employees who failed to receive proper consideration for promotion in a prior case due to a procedural, regulatory, or program violation. Eligibility will terminate when selected.
- d. Other prior consideration employees.
- e. Priority Placement Program registrants as appropriate.

**Section 5.** Vacancy Announcements.

- a. Vacancies will be advertised and posted on official civilian bulletin boards. A copy of the vacancy announcement for positions will be distributed via the HRSC-East Faxback system. Announcements will be open for not less than five (5) days. Management shall ensure that all announcements are posted on the official bulletin board in the Bargaining Unit at least five (5) days prior to the closing date. Open continuously announcements will also be posted.
- b. Cancellation of an announcement will be publicized in the same manner as announcements.
- c. A copy of vacancy announcements and cancellation notices will be provided to the local Union.
- d. The area of consideration in announcing vacancies will be no less than allowed by regulation (5 CFR 335.103). If sufficient highly qualified candidates are not found or the selecting official does not select from the certificate, the initial area of consideration may be expanded.

**Section 6.** Contents of Vacancy Announcements. Vacancy announcements will include at a minimum:

- a. announcement number, if used, and opening and closing date;
- b. title, series and grade of position;

- c. organizational and geographic location of the position or positions;
- d. minimum qualification requirements and any special requirements;
- e. statement of Equal Employment Opportunity;
- f. knowledge, skills, and abilities (**KSAs**) against which candidates will be evaluated, if identified;
- g. statement of known promotion potential, (KPP), if any;
- h. area for consideration;
- i. brief statement of duties; and
- J. where and how to apply.

**Section 7.** Acceptance of Resumes.

a. The HR.SC-East is using a computerized resume processing system called Standard Automated Inventory and Referral System or STAIRS. Properly completed resumes will be accepted from all eligible candidates provided they are received on or before the close of business on the closing date at the location designated in the vacancy announcement or postmarked on or before the closing date.

b. Employees, including those who expect to be absent on authorized leave or temporary duty, may authorize another employee to submit resumes on their behalf for announced vacancies, provided that such resumes are completed by the applicant.

**Section 8.** Applying for Positions

a. The Parties agree that employees will be required to prepare their applications in resume form as identified in the job kit and submit to the HR.SC-East in response to a specific announcement or under the Voluntary Applicant File (VAF). Job Kits may be picked up at the CHR.0-East, requested from the HRSC-East via the Faxback Toll Free number {1-888-407-6711), or downloaded from the HR.SC Internet address at <http://www.donhr.navy.mil>. Resumes may be mailed to HR.SC-East (postmarked by the closing date of the announcement), placed in a designated drop box (stamped by the closing date and time indicated under filing instructions on the announcement) or sent by E-mail to [wantajob@east.hroc.navy.mil](mailto:wantajob@east.hroc.navy.mil) (received by midnight of the closing date). The Parties agree and understand that resumes cannot be prepared during duty time and government equipment may not be used to fax and/or reproduce applications/resumes.

b. An applicant's resume will remain on file for a period of one (1) year from the date of receipt or the expiration of a standing register, whichever is later. Applicants can request one (1) six-month extension, during the last thirty (30) days of the one (1) year period of eligibility, for their resume to remain on file in the database.

c. Applicants who wish to apply for another vacancy may elect to utilize their current resume on file by contacting the HRSC-E. Applicants should ensure that their resumes address the specific skill requirements of the vacancy for which they desire consideration. If an employee's current resume on file does not address the specific skills required for the vacancy, the employee may elect to file another resume. Self nomination requests from the applicant will be confirmed by the HRSC-East.

d. It is understood and agreed by the Parties that Notices of Ratings will not be issued to applicants. Applicants will receive Resume Receipt Notices, Non Referral Notices, and for those applicants referred for selection consideration, Select/Nonselect Notices. The non selection notice will not provide the name of the selectee. Additionally, rating, standing and numerical score are no longer utilized in the STAIRS process and cannot be provided. However, if the employee files a merit staffing grievance (informal or formal), the employee may request and will be provided information regarding the number of skill matches (hits) the employee received and also the number of skill matches that constituted the natural break.

e. The Parties understand and agree that the actual number of candidates referred for selection will be determined by the natural break in the number of skills matched with a minimum number of five (5) candidates being referred. If there are not five (5) candidates above the first natural break, then a second natural break will be determined and all those above that natural break will be certified. In situations where there are less than five (5) eligible candidates for certification, management will be given the opportunity to consider those eligible candidates.

## **Section 9.** Evaluation, Certification and Selection of Applicants Under Competitive Procedures.

a. Applicants who are eligible to respond to a vacancy announcement and who submit the required information will be evaluated by the HRSC-East to determine if the applicants meet the minimum requirements for the vacant position. Applicants who have not yet satisfied the time-in-grade requirements may be considered provided they meet the requirements by the closing date of the announcement.

b. Minimum qualifications standards will be those prescribed or approved by the OPM. Special qualifications requirements may be used when they are determined by management to be essential to the successful performance of the position to be filled. When determining those special qualifications, the Union's suggestions, comments, and input concerning said qualifications and their impact on Telecommunications and Information Systems Directorate (TISD) operations will be fully considered. If special qualifications requirements are used, they will be listed in the vacancy announcement.

c. Applicants who meet the basic eligibility requirements will be evaluated as to the degree to which they possess the skills needed to meet the requirements of the job to be filled.

d. When a merit promotion certificate is to be issued, the crediting plan will be applied by the HRSC East by conducting a resume search in the STAIRS database using required/desired skills developed from the job analysis. The resume search identifies applicants who have all the required skills and also indicates the total number of desired skills each applicant possesses. The

number of desired skills forms the basis for distinguishing applicants to be referred. The actual number of candidates referred for the selections will be determined by a natural break in the number of skills matched with a minimum number of five (5) candidates being referred. If there are not five (5) candidates above the first natural break, then a second break will be certified. In rare cases where no natural break exists and the referral of all eligible candidates would exceed fifteen (15) candidates, only the top ten candidates, and all those tied with the top tenth candidate, will be referred.

e. In the event that the HRSC East Staff cannot access the STAIRS program to produce certificates due to reasons such as hardware, software, power failure, flooding, or other destructive acts of God, after three (3) consecutive business days, the alternative plan as outlined in HRSC East Director letter dtd 9 Nov 99 will be utilized.

f. Personal interviews, if conducted, shall be in accordance with Chapter 30, Air Station Order (ASO) PI2000.6D.

g. HRSC-East or selecting official will notify the selectee after the final decision has been made. HRSC-East will also notify, in writing, all applicants listed on the certificate but not selected.

**Section 10.** Effective Dates of Promotion.

a. Provided all legal, regulatory, and administrative requirements have been met, promotions to positions within the unit shall be effected on the beginning of the first full pay period after the employee is selected. Management and the Human Resources Office (HRO) shall ensure that the administrative requirements are consistently administered and HRSC-East advised sufficiently in advance to accomplish the promotion action to meet this requirement.

b. If an employee is nearing the end of a waiting period for a within-grade increase, consideration should be given to effecting a promotion at the beginning of a pay period on or after the effective date of the within-grade increase if such action benefits the employee and would not delay the promotion for more than thirty (30) days.

**Section 11.** Information Available to Employees.

a. At the time the certificate is issued to the selecting official, applicants will be notified if they have not been referred for consideration.

b. Upon request, an employee applicant will be shown any record of supervisory appraisal of past performance which has been used in considering the employee for promotion. An applicant is not entitled to see records of another applicant(s) except as authorized by law or regulation.

**Section 12.** The Parties understand and agree that grievances concerning merit staffing will be processed in accordance with the HRSC-East Operating Manual.

## **ARTICLE 21**

### **TEMPORARY PROMOTIONS AND DETAILS**

**Section 1.** When a higher grade supervisory or staff position will be unoccupied for a period of fifteen (15) consecutive days or more and Management assigns a Bargaining Unit employee to perform the full range of supervisory duties for a period of 15 consecutive days or more, that employee shall be given a temporary promotion effective on the 15th day. Management will notify the employee of whether he/she is expected to perform the full range of supervisory duties or not. This notification will be verbal or will be in writing upon request of the employee to be assigned the duties. Temporary promotions shall be affected in accordance with the regulations governing such promotions. The terms of this section shall not be construed to prevent Management from making temporary promotions, at their election, of less than fifteen (15) days. It is understood that Management reserves the right to assign work to either employees or supervisors at any time.

**Section 2.** The Union recognizes the right of Management to decide to temporarily promote or detail Bargaining Unit employees. When periodic details of less than one hundred twenty (120) days are made, Management will give first consideration for the detail to employees in the immediate work area where the detail will be carried out. Management will rotate periodic details in a fair and impartial manner using skills and qualifications as the number one determining factor. When employees possess the same skills and qualifications, Service Computation Dates (SCD) will be the determining factor; and when SCD's are equal, the employee with the higher performance rating value shall be detailed. Should a second tie breaker be required, the employee with the longest service within Telecommunications and Information System Directorate (TISD) will be detailed. As a third tie breaker, the employee with the greater time in grade shall be detailed.

**Section 3.** Nothing in this Article is intended to preclude an employee from being temporarily promoted two (2) grades, provided that the employee meets all statutory and regulatory requirements for such temporary promotion.

**Section 4.** All temporary promotions will be by Standard Form 50, Notification of Personnel Action.

**Section 5.** Where employees are equally qualified for a given detail, Union officials shall be selected last in order to avoid interfering with the performance of representational duties. This section will not apply in matters of promotion and when the representative agrees to the detail. Management agrees to notify the Union prior to placing any designated Union representative on detail away from the representative's normal duty station.

**Section 6.** Prior to making any temporary promotion, Management shall advise the Union and meet, at the Union's request, to discuss the potential impact of said promotion.

## **ARTICLE 22**

### **EMPLOYEE DEVELOPMENT, EDUCATION AND TRAINING**

**Section 1.** Training programs shall be provided for the training of employees in the performance of their official duties, upward mobility development, and in any other areas that are appropriate to enhance the productivity and efficiency of the government. This is to include formal training and On-the-Job Training (OJT).

**Section 2.** Job training required by Management shall be accomplished on official time. Official time shall be considered for employees who volunteer for non-required training. Employees will be given the opportunity to receive training in a fair and equitable manner.

**Section 3.** When Management determines that training is required for current job performance or to meet the requirements of new technology, those employees whose duties require, or will require training, will be given the training as requirements necessitate.

**Section 4.** In considering and selecting employees for training, Management shall be guided by the following criteria:

- a. established course prerequisites;
- b. employees' job qualifications;
- c. employees' career development needs;
- d. employees' availability.
- e. Telecommunications and Information System Directorate (TISD) operational needs.

In the event all other factors are equal, Service Computation Date (SCD) seniority will prevail, in accordance with the following: an initial list will be established based on the most senior permanent employee being first. New permanent TISD employees will be placed on the bottom of the existing list. Training assignments shall be rotated thereby, allowing each employee an opportunity to avail himself/herself of these assignments. An alternate shall also be selected at this time in the event an emergency should arise. This alternate shall be the next employee listed, utilizing the above procedure. Records shall be maintained by Management based on offers, denials, and training taken. Copies of these records shall be provided to the Union.

**Section 5.** Management shall notify employees selected for training, when possible, at least twenty (20) days prior to the start of formal off-site training and ten (10) days prior to the start of formal on-site training.

**Section 6.** Employees shall be allowed to change work schedules for short periods of time for training purposes unless workload necessitates. (Article 50, Section 9).

**Section 7.** On-the-Job Training

a. OJT is a planned training program provided to the employee at the work site to gain direct experience in the work environment.

b. Management recognizes the value of OJT; therefore, when it is determined that specialized OJT is needed, Management agrees to negotiate to the full extent of the law, the implementation of the OJT program.

c. Management agrees to notify the Union at least twenty (20) days in advance of any proposed change to any established OIT program. At the request of the Union, the parties shall arrange to meet within fifteen (15) days of the date of the request to negotiate the proposed changes. The parties retain their rights under 5 USC, Chapter 71.

**Section 8.** It is recognized that training may be impacted by the environment in which it is accomplished. Therefore, management will endeavor to provide an environment conducive to the learning process.

**Section 9.** Annual leave of five (5) days or more which has been approved and scheduled in advance will not normally be cancelled by Management, to accommodate attendance at a training course, unless special training dictates otherwise.

**Section 10.** Employees desiring to pursue self-development activities in job related subjects may request administrative leave, leave without pay, annual leave, or an adjusted work schedule for this purpose. Administrative leave requests will be considered on a case basis. In accordance with law, rule, or regulation, requests for leave without pay, annual leave, or adjusted work schedules for this purpose shall be approved unless workload necessitates otherwise. A record will be maintained of all government provided training in the individual's official personnel folder. Records of self development training will be maintained upon receipt from employee.

**Section 11.** An individual's request for shift or work schedule adjustments for the purpose of continuing off-duty education or professional training shall be handled on an individual basis and will not be arbitrarily denied. However, the parties agree that in no instance shall shift or work schedule adjustments for this purpose interfere with the work schedule rotation of any other employee without the consent of the employee so affected. The employee requesting work schedule or shift adjustments, to accommodate his/her pursuit of his/her education, shall be responsible for obtaining the consent of all other employees affected. (Article 53 )

**Section 12.** Employees engaged in job related off-duty education or professional training shall be entitled to all benefits as provided by applicable law and regulation.

Section 13. Tuition Assistance Program and other employee development related material will be made available in the Training and Education Support Department upon request.

Section 14. Employees who are unable to complete a mandated course within the allotted time, due to operational requirements, may request an extension from the issuing agency through their supervisor. A copy of the request for extension is to be returned to the employee. If an extension is not granted, the course shall not be entered into the employee's official training record.

## **ARTICLE 23**

### **TEMPORARY ASSIGNED DUTY (TAD) WITH ASSOCIATED TRAVEL**

**Section 1.** Selection of personnel for temporary non-training assignments will be accomplished in accordance with the requirements of the job to be done. These assignments will be made on an equitable basis.

**Section 2.** In considering and selecting employees for temporary duty, Management shall be guided by the following criteria:

- a. requirements of the position;
- b. job continuity;
- c. course prerequisites;
- d. employees' job qualifications; and
- e. employee availability.

In the event all other factors are equal, the employee having the most Telecommunications and Information Systems Directorate (TISD) seniority of the qualified candidates shall be given the first opportunity to decline or accept the temporary duty assignment. In the event of identical TISD seniority, Service Computation Date (SCD) seniority will prevail. Initially, records will be compiled in TISD seniority order with most senior person first. Trip assignments shall be rotated, thereby allowing each employee an opportunity to avail himself of these assignments. An alternate shall also be selected at this time in the event an emergency should arise. This alternate shall be the next employee utilizing the above procedure. Records shall be maintained by Management based on offers, denials, and trips taken. Copies of these records shall be provided to the Union.



**Section 3.** An employee on temporary duty, or consecutive orders that exceed four (4) weeks total, shall be authorized, at Management's expense, one round trip home for each four (4) weeks.

**Section 4.** The Parties understand that it is DOD/DON/USMC policy that mandates use and compliance by all bargaining unit employees of the government sponsored contractor issued travel card for all expenses arising from official government travel, unless otherwise exempt.

All Bargaining Unit employees, prior to their first TAD trip will apply for a government issued travel card which is issued to government employees solely for the purpose of use while in a travel status for the United States government. All bargaining unit employees agree to comply with the regulations for the government sponsored contractor issued travel card. Failure to use the travel card may subject the employee to appropriate administrative or disciplinary action. Only allowable expenses for official travel will be reimbursed. The government issued travel card is to be used only for expenses directly related to travel on official government business.

a. The maximum amount of advance cash authorized on the government issued travel card will not exceed 80% of meals and incidentals for any one particular trip. Meals and incidentals vary with the location. Lodging and car rentals will be paid for using the government issued travel card.

b. Employees can voluntarily have their card deactivated between trips. This keeps the account in place but prevents any charges until the account is re-activated at the employee's request. Deactivation and/or activation of the government issued travel card will normally be accomplished within two (2) workdays of the submission of a written request by the bargaining unit employee to the Comptroller. In addition, this deactivation shall not be viewed by Management as a "refusal" of the travel card for purposes of restricting any future cash advances or travel card use by the employee.

c. There will be no interest accrued on the government issued travel card; however, cardholders who fail to pay their travel card bills and exceed 120 days past due will have negative credit information reported to the credit bureau and will incur a \$20 a month late fee.

d. Employees who are TAD for more than 30 days are responsible for filing interim claims (usually by the month). Employees on TAD in very remote areas may request to have special arrangements made to delay filing of their travel claim.

e. Normally travel claims will be processed within five (5) to ten (10) workdays of receipt of accurately completed claim.

f. The government issued travel card bill is due upon receipt and must be paid by the due date.

**Section 5.** In order to prevent an undue financial burden upon the employee, travel vouchers shall be paid within thirty (30) calendar days after submission. In the case of a questionable item

or items on a submitted travel voucher, except in cases of fraud and falsification, only that questionable amount may be withheld by Management pending certification. The balance of the claim is to be paid within the agreed time constraints. The employee shall be notified in writing of disallowed items. These items may be reclaimed after clarification<sup>1</sup>, if allowed by government-wide regulations.

**Section 6.** Where Privately Owned Vehicles (POV) mileage is reimbursed for temporary duty situations, mileage will be paid in accordance with the Defense Table of Official Distances (DTOD).

**Section 7.** For any TAD assignment, authorization for use of POV or rental vehicle, shall be granted based on what is more advantageous/cost effective to the government. Employees shall not be required to use their own POV.

**Section 8.** The employee shall be fully compensated, in accordance with JTR Chapter 4, in instances where actual expenses are higher than allowed by JTR Appendix A or E.

**Section 9.** Employees who are ordered to report for duty at other than his/her normal duty station shall be considered in an official duty status for the purpose of travel in accordance with applicable government-wide regulations.

**Section 10.** If allowed by the JTR, an employee shall be compensated for time awaiting transportation to or from his TAD station outside of his normal working hours.

**Section 11.** Upon request, in advance of preparation of travel orders, employees will be reimbursed up to \$7.00 for telephone calls to notify family of safe arrival, to inform or inquire of medical conditions, and for notification of itinerary changes.

**Section 12.** Employees shall be compensated for any travel that is compensable under law and government-wide regulation. All matters not specified above relating to temporary assignments and associated per diem shall be administered uniformly by government-wide directives and shall not be supplemented.

## **ARTICLE 24**

### **OFFICIAL TIME FOR REQUIRED DIRECTED STUDY**

**Section 1.** The parties recognize that Directed Study should result in either improved employee performance or increased employee ability or, ideally, both. It is understood, that work time shall be utilized for work related study when it does not interfere with the accomplishment of the mission.

**Section 2**, Employees who are unable to complete a mandated course within the allotted time, due to operational requirements, may request an extension from the issuing Agency through their supervisor. A copy of the request for extension is to be returned to the employee. If an extension is not granted, the course shall not be entered into the employee's official training record.

## **ARTICLE 25**

### **WAGES**

**Section 1**. Employees shall be paid in accordance with applicable laws and government-wide regulations.

**Section 2**. The provisions of Section 1 apply to, but are not limited to, the following: basic rate of pay; overtime pay; night differential; Sunday premium pay; holiday premium pay.

**Section 3**. Eligible employees shall earn a premium of twenty-five (25) percent of their basic rate of pay for each hour of Sunday work excluding overtime work or for each hour while in a paid leave or excused absence status on Sunday and which is not in excess of the number of hours the employee is scheduled to work on Sunday for each regularly scheduled tour of duty which begins or ends on Sunday.

**Section 4**. Night differential at the rate of ten (10) percent of basic pay will be paid for regularly scheduled work performed by eligible employees between the hours of 6 p.m. and 6 a.m. Payment of night differential continues for regularly scheduled night hours when an employee is absent due to a holiday or other non-workday and when travel is performed during the night hours of his/her regularly scheduled tour of duty. Night differential continues during short periods of paid leave but only if the total amount of leave (including both night and day hours) taken during the pay period is less than eight (8) hours.

**Section 5**. If an employee does not receive his/her salary on the regular delivery date, he/she may advise his/her supervisor, who will promptly notify the Customer Service Representative (CSR) office, and otherwise assist him/ her in tracing or obtaining the pay. The CSR office shall give priority assistance to lost payment cases and shall inform the employee or employee's supervisor, as soon as possible, of the status of the search or reissuance. Replacement pay is normally issued on Wednesday following Friday payday.

**Section 6**. If an employee does not receive the correct sum in his/her pay because of an error or oversight attributed to the administration which causes the employee to receive less than 90 percent of his or her regular biweekly pay and allowances, the named employee shall receive these monies due, without justification of need, upon notification to the CSR office that the error has occurred. When special payments are required, payment shall be released by the close of

business on the workday following receipt, by the civilian payroll office, of documentation required to substantiate payments. Underpayments which are not less than 90 percent of the employee's regular biweekly pay and allowances will be processed on the first payroll prepared after the error is discovered.

**Section 7.** W-2 Forms, Wage and Tax Statements, shall be distributed to Bargaining Unit employees as promptly as possible after January 1 of each year.

**Section 8.** Provided all legal, regulatory, and administrative requirements have been met, and provided that no disciplinary/adverse action is pending, promotions to positions within the unit shall be effected on the beginning of the first full pay period after the employee is due the grade or status change. Management shall ensure that the administrative requirements are consistently administered and the personnel management division is advised sufficiently in advance to accomplish the promotion action to meet this requirement.

**Section 9.** Except where specifically precluded by law or regulations, such as in the case of statutory salary/pay increases, when an employee becomes entitled to two (2) salary/pay benefits at the same time, the changes shall be effected in the order which provides the maximum salary/pay benefit to the employee.

## **ARTICLE 26**

### **COMPENSATION**

#### **Section 1.** Job-Related Disability Compensation.

a. Counseling of employees. When a supervisor becomes aware that an employee under his/her supervision has suffered a disabling industrial illness or traumatic injury, the supervisor or other Management representative will, in accordance with all applicable regulations and directives:

- (1) authorize medical care for the employee;
- (2) notify Safety Office and G-1, Injury Compensation Office;
- (3) provide the employee with Form CAI or CA2;

(4) advise the employee of his/her right to elect continuation of regular pay, or to use annual or sick leave, provided the traumatic injury renders the employee incapable of performing the assigned duties and the employee is otherwise entitled to receive continuation of pay (COP); and

(5) ensure that any claims for benefits submitted by the employee are forwarded promptly to the G-1, Injury Compensation Office, for forwarding to Office of Workers' Compensation Programs (OWCP) of the Department of Labor. Management also is responsible to expedite the processing of the claim and keep the employee informed of the status on a monthly basis.

## **ARTICLE 27**

### **OVERTIME**

**Section 1.** Employees shall be compensated for overtime work performed in accordance with the applicable laws and regulations.

**Section 2.** Whenever scheduled overtime work is to be performed, it shall be made available to qualified employees on an equitable basis.

**Section 3.** An employee who performs call-back overtime work shall be compensated a minimum of two (2) hours for each separate occurrence in accordance with applicable law. Call-back overtime is irregular or occasional overtime work performed by an employee; not in conjunction with his/her normal work shift and/or on a day when work was not scheduled for him/her, and/or for which he/she is required to return to his/her place of employment.

**Section 4.** Whenever an employee is held on duty beyond his/her regular shift, full consideration shall be given to the employee's request to work two (2) additional hours. When an employee is called in for duty in advance of and in conjunction with his/her regular shift, full consideration shall be given to the employee's request to work an additional two (2) hours.

**Section 5.** Annual leave may be granted to any employee even during periods of overtime work in Telecommunication and Information System Directorate (TISD), unless work requirements necessitate otherwise.

**Section 6.** Management shall maintain a current, accessible record of overtime usage and distribution for review by the Union.

**Section 7.** When an employee's work schedule cannot be adjusted to fulfill administrative, medical or other work related business associated with his/her job, the employee shall be compensated for time spent conducting such business.

**Section 8.** Employees shall be notified of scheduled overtime assignments when practical at least twenty-four (24) hours in advance. However, lack of notification by Management does not excuse the employee from being required to work the overtime assignment.

**Section 9.** Overtime assignments will be made in a fair and impartial manner within each work section. When determining availability for overtime, Service Computation Date (SCD) will be used for tie breakers. Use of SCD will not interfere with the fair and impartial basis in assignment of overtime. When there is a situation of having to force someone to work a particular overtime assignment, after considering equability, service computation dates will be used, by order of reversed seniority.

**Section 10.** When an employee's assistance is needed outside of that particular employee's normal work hours, the employee will be called, by the supervisor in charge, and directed to report to work. The employee will be compensated at a minimum of two (2) hours. If actual time spent assisting exceeds two (2) hours, the employee will be compensated accordingly. Compensation will be made in accordance with applicable law.

**Section 11.** When standby duty is required, Management will ensure the employee is compensated in accordance with applicable law.

**Section 12.** If an employee is unable to work scheduled overtime, due to unforeseen circumstances, he/she shall notify the supervisor as soon as possible. Additionally, the employee, if requested by Management, will be required to provide administratively acceptable documentation to support their reason for not being able to work the assigned overtime.

## **ARTICLE 28**

### **HAZARDOUS/ENVIRONMENTAL DIFFERENTIAL PAY (EDP)**

**Section 1.** Employees who perform duty involving exposure to hazards or physical hardships shall be paid hazardous/environmental differential pay in accordance with applicable laws and regulations.

**Section 2.** It is the intention of Management that any Bargaining Unit employee, working in an area where hazardous/environmental materials are scheduled for removal shall not be furloughed, or forced to take annual leave during the removal. He/she shall remain in Telecommunications and Information System Directorate (TISD) provided a designated safe site is located where G-6 related work can still be performed.

**Section 3.** It is the practice of Management that any bodily fluids submitted or withdrawn in the course of hazardous duty physicals shall be limited to test only for possible hazardous duty health risks and that all test requirements, upon request, shall be provided in writing to the employee prior to testing.

## **ARTICLE 29**

### **OCCUPATIONAL HEALTH, SAFETY AND ENVIRONMENT**

**Section 1.** It shall be the responsibility of Management to establish and maintain an effective and comprehensive occupational safety and health program in accordance with Public Law 91-596, the Occupational Safety and Health Act (OSHA) of 1970, (hereinafter, the Act), Executive Order 12196, dated February 26, 1980, and Department of Labor Regulation 29 CFR 1960, (hereinafter, Part 1960), and any future laws and government-wide regulations relating to safety in the workplace. The Agency agrees to recognize the Union's rights under Title VII of the Civil Service Reform Act (CSRA) in administering this program. Management shall provide safe and healthful working conditions with an environment free of hazards and any conditions that are likely to cause death or serious physical harm to the employee. Healthful conditions shall include, but not be limited to, providing work areas conducive to the work performed and based on architectural design for optimum productivity of the worker.

**Section 2.** Annual safety and occupational health inspections shall be performed by the Joint Safety Office of all Telecommunications and Information System Directorate (TISD) facilities where Bargaining Unit employees are located.

**Section 3.** Management shall notify the Union when known in advance of any safety meetings, inspections, or training, and the Union shall be afforded the opportunity to have a representative present. Unless workload necessitates otherwise, the Union representative shall be released to attend meetings, training, and/or inspections on official time.

**Section 4.** Any discrepancies found shall be eliminated by Management within fifteen (15) working days. If the discrepancy cannot be corrected in fifteen (15) working days, notification of the safety condition and a time frame within which the condition is expected to be corrected shall be provided to the Union and all personnel that work in the affected area. In cases of critical or serious discrepancies where injury or loss of life is possible, an obvious notice or placard shall immediately be posted at the area of the violation. The discrepancy shall be eliminated by Management within five (5) working days. If the discrepancy cannot be corrected in five (5) working days, notification of the safety condition and a time frame within which the condition is expected to be corrected shall be provided to the Union and all personnel that work in the affected area.

**Section 5.** In the course of performing their normally assigned work, employees will be alert to observe unsafe practices, equipment and conditions and when such is observed, report it to the cognizant immediate supervisor.

**Section 6.** Each supervisor will abide by the Marine Corps Air Station Order P51 00.8A dtd 23 May 1991 w/Change #1 in conducting safety meetings.

**Section 7.** Management agrees that no employee will be subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthful working condition, or other participation in agency occupational safety and health program activities, or because of the exercise by an employee, on behalf of himself/herself or others, of any right afforded by Section 19 of OSHA, Executive Order 12196, Part 1960; or any future laws and government-wide regulations relating to safety in the workplace. The parties agree that an employee will not normally report a matter covered by Part 1960 to the Department of Labor without having first reported the matter to the Civilian Safety Officer and a reasonable attempt has been made to resolve the matter internally.

**Section 8.** Each employee should report to their supervisor any mishap or injury or evidence of impaired health in the course of work, regardless of how minor. Injuries or mishaps not reported within thirty (30) days, and any associated claims thereof are subject to be denied. The supervisor will take appropriate action to insure that:

- a. the employee has an opportunity to report to the Agency Medical Officer or his/her personal physician for treatment, completion of necessary reports, etc.,
- b. Human Resources Office (HRO) is promptly notified to ensure timely processing of necessary reports and employee claims.

Management agrees that assistance will be given to employees in preparing necessary forms and documents for submission to Office of Workers' Compensation Programs (OWCP) and that employees will be informed of their rights under the Federal Employees' Compensation Act as amended in 1974. Management agrees, if there are light duty assignments available, to place an employee who has returned to their duty station for limited duty on a type of work that will not aggravate his/her illness or injury. Administratively acceptable medical evidence may be required to substantiate the nature and the duration of the medical limitations. The recommendation of the agency medical officer in these situations will be accepted"

**Section 9.** Management agrees to provide proper protective equipment and safety devices when an employee is assigned to work in areas where conditions are detrimental to health in an effort to "practically eliminate" any hazard. All employees will be instructed in appropriate safety rules and the use of protective equipment.

**Section 10.** Management shall in accordance with OSHA, Executive Order 12196, and Part 1960 acquire and maintain approved personal protective equipment, safety equipment and other devices as necessary to provide protection of employees from hazardous conditions encountered during the performance of their official duties.

**Section 11.** Management will ensure that employees have been oriented on the use of new equipment or machinery and will ensure that this equipment or machinery has been inspected, when required, for safety before initial use.

**Section 12.** Management agrees that it is not intended that employees be exposed to hazardous conditions beyond requirements imposed by the inherent nature of the job. Such conditions shall



be regulated by OSHA regulations, Environmental Protection Agency (EPA) regulations, and the current Commandant of the Marine Corps/Department of the Navy/Department of Defense, (CMC/DON/DOD) orders on file. Under certain circumstances the presence of another qualified employee may be required. This determination shall be made by the Parties.

**Section 13.** An employee has the right to decline to perform his or her assigned task because of a reasonable belief that, under the circumstances the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures established in accordance with CFR 1960.

**Section 14.** Management will maintain records required by OSHA. Access to these records by employees and the Union will be provided in accordance with applicable statutes and regulations.

**Section 15.** Management agrees to furnish the Union a copy of any monitoring data collected concerning occupational safety and health.

**Section 16.** Management agrees to maintain an employee occupational health program and to provide the following services:

a. Emergency diagnosis and initial treatment of injury or illness that becomes necessary during working hours and that is within the competency of the professional staff and facilities of the health service unit. If the injury or illness is job related and the above described services are not available, the employee will be transported within the commuting area to an appropriate medical facility of his/her choice.

b. Required periodic health examinations for specific categories of employees whose work environment presents peculiar health hazards and/or employees who have been identified as having worked in environments that presented identified health hazards.

c. Diagnosis and/or screening tests and health educational programs for unit employees as a health service, subject to Management's determination of available resources.

d. Referral, upon the employee's request, to private physicians, dentists, and other community health resources. An employee will be expected to notify his/her supervisor of his/her intention to seek medical treatment in a health unit.

## **ARTICLE 30**

### **FAIR LABOR STANDARDS ACT (FLSA)**

**Section 1.** Determination of exempt/non-exempt status of Bargaining Unit members shall be accomplished in accordance with 5 CFR, Part 551.

**Section 2.** FLSA Amendments of 1974 (Public Law 93-259) extends coverage to all non-exempt members of this Bargaining Unit.

**Section 3.** Non-exempt employees shall be compensated solely under the FLSA.

**Section 4.** Overtime paid under the provisions of the FLSA is not subject to the aggregate salary limitations otherwise imposed under 5 USC 5547.

**Section 5.** If an employee has any entitlement to overtime pay under FLSA at the end of the workweek, Management cannot require the employee to take compensatory time instead of overtime pay. However, upon written request, the employee may elect compensatory time in lieu of overtime.

**Section 6.** All non-exempt members of the unit are entitled to the expanded benefits pertaining to travel time as "hours of work," in accordance with government-wide rules and regulations.

**Section 7.** With regard to matters relating to overtime entitlement under the FLSA, as amended, the grievance procedures outlined under Article 5 of this Agreement shall be utilized.

**Section 8.** Any misapplication or misinterpretation of FLSA coverage by Management shall authorize the employee to seek full "backpay" awards for the full timeframe of misapplication or misinterpretation in accordance with applicable government-wide regulations.

## **ARTICLE 31**

### **RETIREMENT AND BENEFITS**

**Section 1.** The Human Resources Service Center - East (HRSC East) shall inform employees of the Bargaining Unit of the benefits for which they may be eligible and assist them in initiating claims for these benefits.

**Section 2.** The HRSC East shall provide retirement planning information to all employees. It shall include, but not be limited to, individual counseling, assistance, information, and materials.

**Section 3.** The HRSC East shall notify the next of kin promptly of benefits to which they may be entitled and assist them in filing an appropriate claim. To every extent possible, Management shall make every effort to have a representative visit with a deceased employee's next of kin.

**Section 4.** The HRSC East shall ensure that personnel actions related to the claims of an employee are processed promptly and followed up so that there is no loss of benefits or undue delay.

**Section 5.** Management and the Civilian Human Resources Office (CHRO) Cherry Point shall provide a copy of brochures and pamphlets to the local office of the Union.

**Section 6.** The HRSC East agrees to inform employees during the Annual Federal Employees Health Benefits "Open Season" of their right to enroll in a plan, change options within a plan, or change to a different plan.

**Section 7.** The HRSC East will advise employees about the Federal Employees Health Benefits Program and the Federal Employees Group Life Insurance Program. Additional information, including forms and brochures are available for employees at the Office of Personnel Management (OPM) web site ([www.opm.gov](http://www.opm.gov)).

**Section 8.** If the employee has not received his/her first check within forty (40) days of the date OPM received his/her retirement package, the HR.SC East shall, upon request of the employee, coordinate with OPM to secure interim payments. Interim payments are usually about 90% of the regular monthly payment; however, individual employee circumstances may cause the partial interim payment to be less than 90%.

**Section 9.** The HR.SC East shall assure that all appropriate paperwork is forwarded to OPM within thirty (30) days of the actual separation of the employee. If possible, the employee shall provide thirty (30) days notice of his/her intent to retire.

## **ARTICLE32**

### **UNION BENEFITS**

**Section 1.** In the event the Union enters into any agreement establishing a service or benefit, employee allotments of pay shall be authorized to the limits established by Treasury regulations.

### **ARTICLE33**

#### **EMPLOYEE'S PRIVATE TELEPHONE NUMBER AND CONTACT**

**Section 1.** The employee's private telephone number shall not be disclosed unless authorized for release by the employee and/or the supervisor for use by the supervisor's designee for work related matters.

**Section 2.** The employee's private telephone number shall not be disclosed to the public or published in a public directory without written authorization from the employee.

**Section 3.** Management recognizes that employees should not be contacted at home, except by an authorized Management official or their designee, for work related matters, which include emergencies, callback assignments and overtime assignments. When employees meet the criteria for being compensated, he/she will be so compensated in accordance with applicable law.

### **ARTICLE34**

#### **USE OF OFFICIAL GOVERNMENT TELEPHONES AND RECORDED LINES**

**Section 1.** The use of government telephone systems (including calls over commercial systems which will be paid for by the government) shall be limited to the conduct of official business. Such official business calls may include emergency calls and calls which the agency determines are necessary in the interest of the government.

**Section 2.** If an employee is required to be held over for official business, Management agrees to permit the employee to notify a family member via government telephone at no expense to the employee.

**Section 3.** During a telephone call between Management and a Union representative in his/her official Union capacity, before the conversation starts or proceeds, if one or more persons come onto the line for any reason, the other party to the call shall be advised immediately of the fact. This requirement applies to persons listening on telephone extensions or to speakerphones.

**Section 4.** The employee shall have reasonable access to government telephones for personal calls that are defined as being in the interest of the government, including but not limited to the following:

- a. Calls to notify family, doctor, etc., when an employee is injured or becomes sick on the job.

b. An employee traveling on government business is delayed due to official business or transportation delay, and calls to notify family of a schedule change.

c. An employee is required to work overtime without advance notice and calls within the local commuting area (the area from which the employee regularly commutes) to advise his/her family of the change in schedule or to make alternate transportation or childcare arrangements.

d. An employee makes a brief daily call to locations within the local calling area to speak to spouse or minor children (or those responsible for them, e.g. school or day care center) to see how they are.

e. An employee makes brief calls to locations within the local calling area that can be reached only during working hours, such as local government agency or physician.

f. An employee makes brief calls to locations within the local calling area to arrange for emergency repairs to his or her residence or automobile.

In addition, calls which are not defined as being in the interest of the government shall be authorized at the employee's expense.

**Section 5.** Where required by law, all telephone lines which are being recorded will be equipped with such warning devices as specified by law.

## **ARTICLE 35**

### **SECURITY**

**Section 1.** Management shall provide adequate security for its employees in the performance of their duties.

**Section 2.** Management shall provide security lighting around the building and parking areas utilized by Bargaining Unit employees to assure safe passage from work to transportation.

## **ARTICLE 36**

### **CIVILIAN EMPLOYEE ASSISTANCE PROGRAM: (CEAP)**

**Section 1.** It is the Department of Defense (DOD) policy to assist employees in overcoming performance or conduct deficiencies caused by misuse of drugs or alcohol or by other personal

problems. When an employee voluntarily requests assistance, the CEAP Administrator will, provide problem identification and preventive counseling and referral to local community agencies for treatment, rehabilitation, or other assistance. Management may refer an employee to the CEAP Administrator if instances of deficient work or behavioral changes are identified and documented.

**Section 2.** To the extent feasible, CEAP assistance will be made available to family members an employee for personal problems and to an employee with a family member who has a personal problem.

**Section 3.** Management recognizes its obligation to fully inform employees of all current CEAPs by publicizing them annually. The activity CEAP Administrator will ensure that employees are informed on CEAP topics through such means as memorandums, seminars, articles, and Activity publications. The name and location of the CEAP Administrator will be listed in the telephone directory and displayed on employee bulletin boards.

**Section 4.** The support and active participation of labor organizations is a key element in the success of the CEAP. As such, Union representatives shall be included in training and orientation programs to insure mutual understanding of CEAP policy, referral procedures, and other program elements.

**Section 5.** Management shall make every reasonable effort to assure that the individual contractors do not intimidate, harass, or otherwise cause mental hardship to employees either before, during or after enrollment in any program.

**Section 6.** Management will not use the fact that a Bargaining Unit member has been or currently is enrolled in CEAP as evidence to take any disciplinary or adverse action against the employee.

**Section 7.** Under the Privacy Act, Management shall assure that all information about the employee's use of CEAP and reasons for such assistance is not released to anyone other than a CEAP agent. All medical and/or rehabilitation records concerning the employee's problem, including CEAP records of the identity, diagnosis, prognosis, or treatment are confidential and may be disclosed only as authorized by 42 CFR Part 2, including the provision of written consent by the employee.

## **ARTICLE 37**

### **CULTURAL DIVERSITY AND EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

**Section 1.** The Parties are committed to the principles of Equal Employment Opportunity (EEO), which includes seeking cultural diversity in the workforce. To that end, the Parties will

support positive programs that have as their objectives the realization and manifestation of their commitment.

**Section 2.** The Parties are committed to administering this Agreement and administering the full range of their labor-management activities in a fair manner, consistent with applicable civil rights laws. Therefore, in administering this Agreement, conducting Union activities and Management operations, and engaging in joint Union/Management endeavors, the Parties shall not discriminate against any employee on account of sex, race, religion, color, national origin, age, and/or handicapping condition.

## **ARTICLE 38**

### **HANDICAPPED EMPLOYEES**

**Section 1.** The employment of handicapped applicants shall be in accordance with applicable regulations of higher authority. Management and the Union agree not to discriminate against handicapped- employees.

## **ARTICLE 39**

### **ANNUAL LEAVE**

**Section 1.** Annual leave is a right afforded by law. The approval of annual leave is the responsibility of Management, therefore, Management will schedule the use of annual leave with due consideration to the workload requirements of the G-6 and will not restrict the granting of annual leave to the extent that an employee forfeits earned leave because of the restrictions on leave accumulation. Management will make every effort consistent with workload requirements to grant employee's requests for annual leave, upon request.

**Section 2.** The prime vacation time periods are those periods requested by each employee, in each branch, for the periods of 20 May through 15 September; 20 November through 1 December; and 21 December through 3 January. Non-prime times are all other times.

**Section 3.** Unless agreed upon by the parties, employees will submit their prime time annual leave requests no later than 31 March of each calendar year so that Management may complete the prime vacation time leave schedules by 30 April. If conflict of schedules arises between two or more employees desiring the same prime time leave dates, the affected employees and their supervisors will attempt to resolve the conflict informally. If the Parties cannot reach agreement informally, the conflict will be resolved by individual Service Computation Date (SCD). Prime vacation time schedules will be posted on or before 30 April of each calendar year. Once prime

time vacation schedules have been established, Management officials will make every reasonable effort consistent with workload and work schedule requirements to adhere to the established schedules. Once an employee has made his selection of prime vacation time annual leave, he will not be permitted to change his schedule if by doing so it will interfere with the selected dates chosen by another employee. Management may require a change because of unforeseen circumstances. In such cases, the employee shall have as much notice as is possible and shall have the right to have his prime time vacation leave rescheduled. As long as conflicts do not exist, disapproval of leave will not be based on failure of an employee to predict leave usage needs prior to 30 March.

**Section 4.** In regard to non-prime time annual leave, Management agrees that the cognizant supervisor shall notify the employee within two working days of request for annual leave as to whether or not his/her leave has been approved. In the case of "on the spot" annual leave request such request will be approved or disapproved as soon as practicable. A supervisor denying a request for annual leave will return the Standard Form 71, Application for Leave, to the employee indicating on same the reason for the denial. Provided annual leave requests are in accordance with the provisions of this Article, requests may be denied only for just cause.

**Section 5.** When operational requirements necessitate Management to restrict or limit the number of employees being granted leave during any particular time frame, the affected employees will attempt to resolve the conflict informally. If conflict cannot be resolved informally, the Parties agree the employees' SCD will be used. In the event of identical SCDs, Telecommunications and Information System Directorate (TISD) seniority date will prevail.

**Section 6.** Employees shall accrue leave at the rate established by 5 USC 6303. Supervisors shall have the right to require and set the dates for employees to use excess annual leave, provided the employees do not make acceptable arrangements for scheduling of this excess leave.

**Section 7.** Restored Annual Leave. When employees are unable to use "use or lose" leave due to an administrative error, exigency for public business, or illness, the leave can be credited to a restored leave account for use during the next two (2) years. Exigency is a declared state of operational emergency during which it is of major importance to continue activity operations. When TISD is declared to be in an exigency status, Management shall notify the Union in advance in writing, including the reason for the exigency, and shall take the necessary steps to ensure no loss of the employee(s) "use or lose" leave. To be considered for restoration leave that is forfeited because of the exigency or illness must have been scheduled for use at least three pay periods prior to the end of the leave year.

**Section 8.** It is the responsibility of the employee and Management to plan leave in a manner that will avoid the loss of leave at the end of the leave year.

**Section 9.** Management should announce any planned shutdowns or reduction of operations to employees as far in advance as practicable. Prior to announcing any planned shutdowns or reduction of operations, Management shall first inform the Union.



**Section 10.** An employee may cancel annual leave at any time, When an employee cancels scheduled annual leave and returns to duty, he/she may be assigned to work the shift that he/she would have worked, if annual leave had not been scheduled, unless, operational requirements necessitate or allow assignment to a different shift. Any different shift assignment shall be temporary and only for the duration of the initially proposed leave.

**Section 11.** Employees on annual leave who become sick shall have the right to convert the annual leave to sick leave in accordance with applicable laws and regulations, and provided their absence meets at least one of the requirements cited in Article 40 (Sick Leave).

**Section 12.** Upon written request an employee may be advanced annual leave, workload permitting, provided his need for such meets the requirements set forth in law on this same matter.

**Section 13.** The established minimum charge to annual leave shall be one-tenth (1/10) of an hour unless, law dictates otherwise.

**Section 14.** Emergency Annual Leave Requests and/or Call-In Annual Leave Requests must receive approval from the first line supervisor or his designee. If the first line supervisor or his designee is not available, the employee should talk to his/her second line supervisor to receive approval for his/her annual leave request. If the employee is unable to reach his/her second line supervisor, he/she should either call back and/or leave a number where the employee may be reached. If verbal approval is not received via one of the above methods, the request for annual leave may not be approved.

## **ARTICLE40**

### **SICK LEAVE**

**Section 1.** Employees shall earn sick leave in accordance with applicable laws and regulations. The Union joins Management in recognizing the insurance value of sick leave and encourages conservation.

**Section 2.** Sick leave shall be granted in accordance with applicable statutes and regulations when the employee:

- a. receives medical, dental, or optical examination or treatment;
- b. is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth;
- c. provides care for a family member as a result of physical or mental illness; injury; pregnancy; childbirth; or medical, dental, or optical examination or treatment;

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

e. would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; such as caring for a family member afflicted with a contagious disease; (restriction on the number of hours to care for family members does not apply); or

f. must be absent from duty for purposes relating to the adoption of a son or daughter including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed, such as periods during which an adoptive parent is requested by the adoption agency or by a court to be absent from work to care for the adopted son or

daughter. For these purposes, "family member" means:

- (1) spouse and parents thereof;
- (2) son or daughter, including adopted son or daughter, and spouses thereof;
- (3) parents;
- (4) brothers and sisters, and spouses thereof; and

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

**Section 3.** The amount of sick leave authorized to an employee during any leave year for the purposes described in 2c and 2d above may not be more than that allowed by 5 CFR 630.401. Upon written application of the employee, sick leave, not to exceed five (5) days at time, may be advanced for family care purposes, provided the employee is not expected to be separated from service prior to repayment of advance leave. All available accumulated sick leave to the employee's credit must be exhausted.

**Section 4.** An employee shall request advance approval for sick leave for the purposes of receiving medical, dental, or optical appointments when known in advance and, to the extent possible, for the purposes described in Section 2, paragraphs c, d and f.

**Section 5.** It is the responsibility of each employee to promptly notify his/her supervisor or second level supervisor, if immediate supervisor is not available; and/or a co-worker, if neither supervisor is available, (leaving a telephone number where they can be reached), when he/she is unable to report to work due to reasons cited in Section 2. This notification shall normally be done within the first two (2) hours of employee's scheduled shift. Notification in any instance by telephone or third party shall constitute compliance. Notification by mail will only be used when notification by telephone or third party is not possible. The employee should provide follow up notification every week thereafter, if the need continues. Employees who have notified their

supervisors in advance of a predictable length of absence will not be required to provide follow up notification, unless their absence exceeds the expected time frame.

**Section 6.** Except as hereinafter provided, an employee shall not be required to furnish a medical certificate to substantiate a requests for sick leave unless such absence exceeds five (5) working days continuous duration. If requested by Management, an employee will be required to furnish a medical certificate for absences of more than five (5) workdays. The employee will be notified of this requirement within two (2) workdays of return to duty. Employee shall be given fifteen (15) days to provide required documentation. In lieu of a medical certificate, the employee's signed statement may be administratively accepted when it is unreasonable to require a medical certificate because of shortage of physicians, remoteness of locality or because the illness does not require the services of a physician.

**Section 7.** When Management has evidence of sick leave abuse, an employee may first be counseled concerning his/her sick leave record and may be required to provide a medical certificate for future sick leave requests. In cases where an employee is required to submit a medical certificate, Management will review the requirement annually, and upon the employee's request, may review the requirement semiannually. If the employee's sick leave record does not indicate continued sick leave abuse and shows significant improvement at the time of review, the employee will be notified in writing that medical certification as specified by this section will no longer be required for each absence.

**Section 8.** An employee who, because of incapacitation, is released from duty, shall not be required to furnish a medical certificate for the day released from duty.

**Section 9.** Whenever an employee's request for sick leave is disapproved, he/she will be given a signed written reason, usually on Standard Form 71 (SF-71).

**Section 10.** Because a request for sick leave may involve business of a personal nature, the employee may not wish to divulge the complete details of such personal medical business. The employee must provide adequate information to support the need (such as, surgery, examination, test, and medical consultation).

**Section 11.** The established minimum charge to sick leave shall be one-tenth (1/10) of an hour and additional charges are in multiples thereof.

**Section 12.** Requests for sick leave or individual sick leave records shall not be available nor distributed as general information nor publicized.

**Section 13.** Sick leave usage will not be used as a factor in promotions or other non-disciplinary personnel actions.

**Section 14.** Advance Sick Leave.

a. Up to thirty (30) days of sick leave at a time may be advanced upon written application of the employee, provided the employee is not expected to be separated from service

prior to repayment of advance leave; except that no advance shall be made to an employee holding a limited appointment or one expiring on a specific date, in excess of the amount sick leave which would be accrued by the employee during the remainder of the appointment.

b. For advanced sick leave for family care purposes, Section 3 applies.

c. Beginning immediately upon the employee's return to duty, the advanced sick leave will be paid back by charging off sick leave accrued each biweekly pay period and continue until such time as the advance is liquidated.

d. If the employee has excess annual leave which must be forfeited at the end of the leave year, the excess annual leave may be applied to pay back an equivalent amount of advanced sick leave. Such conversion of leave must be made before the actual forfeiture of annual leave occurs.

e. Approval of applications for advanced sick leave is the responsibility of the Director of Telecommunications and Information Systems Directorate (TISD); however, this approval authority may be delegated to the department head level.

**Section 15.** Sick leave is in addition to an employee's entitlement to unpaid leave under the Family and Medical Leave Act (FMLA) of 1993 (Article 42 applies).

## **ARTICLE 41**

### **LEAVE FOR SPECIAL CIRCUMSTANCES**

**Section 1.** Administrative leave is an excused absence from duty administratively authorized without loss of pay or benefits, and without charge to leave. The types of absences for which administrative leave may be granted and included in the Article are those which have been provided by law, regulations, and other situations recognized by the Comptroller General as being appropriate for excused absence for brief periods of time.

**Section 2.** Decisions regarding the approval of excused absences will be made by those officials and/or supervisors authorized to do so. Local command authority to excuse shall be used sparingly in all cases and shall not in any case exceed five (5) workdays. Emergency situations that exceed five (5) days must be approved by higher authority. Excused leave in excess of 59 minutes must be initiated at the Commanding General level.

**Section 3.** In the event of mass excusals, absences of employees who are on scheduled annual leave or sick leave at the time of the excusal will remain charged to leave (employees must be either actually at their place of duty, or scheduled to report to duty in order to be excused unless law dictates otherwise). Employees who are on duty when formal notification of the scheduled early dismissal occurs, may be granted leave in conjunction with excused leave.

**Section 4.** The Parties agree that when administrative excusal resulting from hazardous weather or other emergency conditions is being considered the following will apply:

a. Administrative excusal should be coordinated so far as practicable with a release of employees from other federal agencies located within the Marine Corps Air Station (MCAS) facilities.

b. In making the determination to administratively excuse employees for conditions cited above, Management should consider current meteorological, state and local police reports, and other available legitimate sources of information. Additionally Management shall make every effort to release the affected employees far enough in advance to avoid an unsafe threat to the employee's health and well being.

c. When Management determines that hazardous weather conditions exist, employees shall be administratively excused as workload permits.

d. When it becomes necessary to close an office because of hazardous weather or other emergency conditions and to administratively excuse Bargaining Unit employees, Management shall notify the employee via the Severe Weather Information line (252-466-3093).

e. In the event of a bomb threat or when Management determines a similar hazardous condition exists in Telecommunications and Information Systems Directorate (TISO), affected Bargaining Unit employees shall immediately be administratively released and/or relocated to a similar facility, until it has been determined that the hazard no longer exists. Management will make the determination as to whether to relocate the affected Bargaining Unit employees and/or administratively excuse them.

**Section 5.** Administrative excusal may be granted for Civil Defense pre-emergency training programs. Bargaining Unit employees may be assigned by the Command to participate in Civil Defense pre-emergency training programs or test exercises without charge to leave for a period normally not to exceed a total of forty (40) working hours during a calendar year. (Exceptions will be addressed on a case basis.)

**Section 6.** Administrative excusal may be granted for emergency rescue or protective work. Bargaining Unit employees shall be excused for rescue or protective work with the National Guard, State Guard, or Civil Air Patrol; and may be excused at the discretion of Director of TISD for other rescue or protective work (i.e., volunteer fire, rescue or police work), in accordance with law, rule or regulation.

**Section 7.** When it is in the public interest to relieve employees from work to participate in civil activities which the government is interested in encouraging, a reasonable amount of time will be allowed on a case basis, workload permitting.

**Section 8.** Administrative excusal may be granted for tests and interviews. Bargaining Unit employees who compete in written or oral tests or who are interviewed shall be excused for this purpose without charge to leave or loss of pay in the following circumstances:

a. When such tests or interviews required under the Merit Promotion Program are conducted during regularly scheduled working hours and are held locally, excused leave as necessary shall be granted.

b. When the competition is for a Navy or non-Navy position outside of this command and the individual is under notice of separation by reduction-in-force, excused leave for required tests and/or interviews shall be granted not to exceed eight (8) hours.

c. Employees will be excused, without charge to leave or loss of pay, for all examinations required for converting Temporary Appointment Pending Establishment of Register to career-conditional, or for noncompetitive examinations required locally.

d. Time spent in examinations or interviews in circumstances other than those cited in paragraphs (a) and (b) above will be charged to annual leave or leave without pay.

**Section 9.** Federal employees are entitled up to seven (7) days of paid leave in a calendar year (in addition to sick or annual leave) to serve as a bone-marrow donor and up to 30 days of paid leave in a calendar year to serve as organ donors, in accordance with 5 USC 6327 and Public Law 106-56. Additional leave may be granted on a case basis.

**Section 10.** To the extent that modifications in work schedules do not interfere with accomplishing the mission of TISD, Management shall approve a Bargaining Unit employee's request to adjust work schedules for the purpose of taking time off without charge to leave when employees' personal religious beliefs require that they abstain from work during certain periods of a workday or workweek.

**Section 11.** Funeral Leave. In the event of a death of an employee's immediate relative who died as a result of wounds, disease, or injury incurred while serving as a member of the armed forces in a combat zone, the employee will be granted funeral leave as is needed and requested, not to exceed three (3) workdays. Immediate relative is defined as the spouse and parents thereof; children, including adopted children and spouses thereof; parents; brothers and sisters and spouses thereof; and any individual related by blood or affinity whose close association with the deceased was such as to have been the equivalent of a family member of the deceased member of the armed forces.

**Section 12.** In the event of a death in an employee's family, a policy of liberal leave will be in effect for the time necessary for bereavement, normally not to exceed seven (7) days. In accordance with the provisions of 5 CFR 630.40I, an employee may use sick leave to make arrangements necessitated by the death of a family member or to attend the funeral of a family member.

**Section 13.** Leave for Maternity/Paternity Purposes. Upon request, Leave Without Pay (LWOP) may be granted to employees to care for their newborn infant.

**Section 14.** Leave Without Pay.

a. Requests for leave of absence without pay will be considered in accordance with applicable laws and regulations. It may be granted even when the employee has annual or sick leave to their credit.

b. In accordance with existing regulations, Management agrees to provide employment within the grade held by the employee at the time the employee is granted leave without pay and in the current pay status of such rating upon the employee's return to duty provided:

(1) The employee returns to duty no later than the end of the approved leave period, and

(2) The employee has not been affected by a reduction-in-force procedure during the leave period which would subsequently affect the employee's retention rights.

c. Employees in an approved leave of absence without pay status accrue all rights and privileges in respect to retirement status and coverage under the group life insurance and Federal Employees Health Benefits Program in accordance with provisions of existing laws, rules, and regulations.

d. Except for absence due to military service or because of compensable injury, when an employee has been on LWOP for six months or less during any calendar year, he/she is given service credit for that period and the service computation date is not affected. No credit for government service will be given for any portion of LWOP in excess of six months during the same calendar year.

**Section 15.** If an employee in any leave status becomes incapacitated or is unable to perform his/her duties, he/she shall have the right to convert annual leave or LWOP to sick leave, in accordance with applicable regulations.

**Section 16.** Annual leave, sick leave, or LWOP will be granted to an employee to care for a diagnosed terminally ill member of the employee's family in accordance with applicable law and regulation. (Articles 39, 40, 42.)

## **ARTICLE 42**

### **FAMILY AND MEDICAL LEAVE**

**Section 1.** As provided by the Family and Medical Leave Act (FMLA) of 1993, an employee is entitled to twelve (12) administrative work weeks of unpaid leave during any twelve (12) month period for one (1) or more of the following reasons:

a. Birth of a son or daughter of the employee and the care of such son or daughter within one (1) year of birth;

b. Placement of a son or daughter with the employee for adoption or foster care within one (1) year after placement

c. Care for a spouse, son or daughter, or parent of employee with a serious health condition; or

d. Serious health condition of an employee that makes the employee unable to perform essential functions of his or her position.

The administration of this Section shall be in accordance with the "Family and Medical Leave Act of 1993."

**Section 2.** Leave may be taken in intermittent, separate blocks of time. It may be scheduled in periods as brief as one hour to blocks of several weeks.

**Section 3.** All requests for FMLA leave shall be made in writing. The employee will provide written medical certification on Form WH-380 when requesting leave for serious health conditions as listed in Section 1, paragraphs c and d.

**Section 4.** During the period of leave under this Section, certain benefits, including but not limited to, retirement, time-in-grade coverage, health care benefits, and life insurance shall be continued to the extent permitted by applicable law.

**Section 5.** The provisions of this Article shall apply to each instance of childbirth, adoption, or serious health condition. An employee is not entitled to 12 additional work weeks of leave until the previous twelve (12) month period ends and an event or situation occurs that entitles the employee to another period of family medical leave. Additional leave (annual, sick, LWOP, compensatory time, etc.) beyond the FMLA leave of twelve (12) weeks shall be granted if the case warrants such additional time.

**Section 6.** FMLA leave is in addition to the employee's paid annual and sick leave or any compensatory time off available to the employee. An employee may elect to substitute paid time off, as appropriate, for any or all of the unpaid leave taken under FMLA consistent with government-wide regulations if the election is made prior to the date such paid time off commences. If paid leave is substituted for unpaid leave, the employee should indicate if he/she does not wish to designate this leave as FMLA leave.



## ARTICLE 43

### JURY DUTY AND COURT LEAVE

**Section 1.** Performance of jury duty is considered a basic civic responsibility of all employees. Although temporary loss of the employee's service may impair operating capabilities, the employee's civic duty is of overriding importance and Management shall grant excused leave.

**Section 2.** Absences and fee entitlements for employees performing court or court-related service in a federal, state, or local court shall be in accordance with applicable laws, rules, and regulations. When an employee is called for jury duty, or as a court witness he/she shall notify Management and provide appropriate documentation so that arrangements may be made for his/her absence from the activity. Upon completion of his/her services, the employee shall present to Management the signed documentation or other satisfactory evidence of the time covered on such service.

**Section 3.** An employee on court leave shall be entitled to the same premium pay he/she would have received had he/she worked his/her regular shift. Employees assigned to night duty shall be granted court leave on days on which court duty is to be performed.

**Section 4.** At the request of the employee who has been granted court leave, his/her regular days off shall be changed, to coincide with his/her jury service regular days off, unless workload necessitates otherwise.

**Section 5.** When no hardship would result, Management may require an employee entitled to court leave to return to duty or be charged annual leave if he/she is excused from the court-related service for one day or a substantial part of a day. The employee shall not be required to return to duty if it would work a hardship to him/her.

**Section 6.** Federal employees called to court as witnesses on behalf of the U.S. Government, the District of Columbia, or a state or local government, or to serve on a jury, are authorized to receive pay during such absence from work status without charge to leave. Effective October 1, 1976, court leave was extended to include periods of absence in which employees are summoned to appear as witnesses on behalf of a private party in a judicial proceeding to which the United States, the District of Columbia, or a state or local government is a party. Any fees payable for such service must be collected and turned in to the employing agency (witness program). Any payments designated as expenses by the court or other appropriate authority may be retained (jury duty).

## **ARTICLE 44**

### **VOTING POLICY**

**Section 1.** Administrative excused time will be given to eligible employees to vote in national, state, or municipal elections or referendums consistent with applicable federal rules and regulations, workload permitting. In this connection, eligible employees will be excused without charge to leave for the purpose of voting on the following basis. Employees whose voting residence is within forty (40) road miles of the Marine Corps Air Station (MCAS) will be excused to vote for a period of three (3) hours after the polls open or three (3) hours before the polls close, whichever will cause the lesser period of absence from the activity; employees whose voting residence is from forty (40) to eighty (80) road miles from MCAS will be excused to vote for a period of four (4) hours after the polls open or four (4) hours before the polls close, whichever will cause the lesser period of absence from the activity. From eighty (80) to one hundred twenty (120) road miles, five (5) hours will be allowed on the above basis. For any distance over one hundred twenty (120) road miles, additional time will be allowed, not to exceed a total of eight (8) hours. If the employee's voting residence is in a state other than North Carolina, time will be allowed only if voting by absentee ballot is not permitted. Upon request of Management, employees will provide proof of eligibility to vote.

**Section 2.** Department heads shall arrange work schedules for employees required to maintain continuous service to assure that they are afforded time for voting as provided by Section 1. Additional leave may be granted in individual cases as provided in Section 1. Absentee ballots may be utilized in North Carolina general elections by those persons holding voting residences in counties other than the county of present residence. Voting by absentee ballot is not permitted in Party primary elections.

**Section 3.** When other election or referendums are held on regular scheduled workdays, employees shall be granted leave for voting purposes in accordance with Section I. However, each request for leave in such cases shall be considered on an individual basis and only those employees eligible to vote in the particular election or referendum in question shall be granted administrative leave.

**Section 4.** Registration in North Carolina must be in person. When registration can not be accomplished on a non-working day, administrative leave shall be granted for this purpose on the same basis as voting.

## ARTICLE45

### MILITARY LEAVE

**Section 1.** Employees in the Bargaining Unit serving permanent, temporary appointments pending establishment of a register or term appointment who are members of the National Guard or Reserve components of the Armed Forces must be granted military leave not to exceed fifteen (15) calendar days in any one fiscal year when official orders are presented, unless an employee has carried over any military leave from the previous fiscal year. Employees may carry over a maximum of fifteen (15) days from one fiscal year to another. Military leave may be taken intermittently, a day at a time, or as otherwise directed under orders issued by competent military authority.

**Section 2.** Non-workdays falling within a period of absence on military training duty are charged against the fifteen (15) days of military leave allowed during the year; however, non-workdays occurring at the beginning or end of the training period are not charged. On return to duty from military leave, employees shall submit a certified copy of their orders indicating inclusive dates of training duty.

**Section 3.** When called to duty for purposes of enforcing the law or for providing assistance to civil authorities in the protection or saving of life or property or prevention of injury, an employee is also entitled to leave, not to exceed an additional twenty-two (22) workdays in any calendar year, with military pay for any portion of the twenty-two (22) days so used being offset against civilian pay for the same period. Employees may choose to use annual leave instead of military leave for any of the twenty-two (22) workdays, and no set off against civilian pay will be made.

**Section 4.** When an employee's tour of duty permits payment of night differential pay, he/she is entitled to night differential pay during the period he/she is on military leave.

## ARTICLE46

### BLOOD DONOR LEAVE

**Section 1.** Participation in blood donor programs is strongly encouraged and employees who serve as blood donors during their normal working hours may be excused from work without charge to leave or loss of pay. Normally, the maximum excusal time shall not exceed four (4) hours. In unusual cases involving traveling an abnormal distance or where medically certified that additional recuperation time is required, additional time not to exceed one (1) day may be granted.

## ARTICLE 47

### VOLUNTARY LEAVE TRANSFER PROGRAM

**Section 1.** The purpose of this Article is to set forth procedures and requirements in accordance with 5 CFR 630, Voluntary Leave Transfer Program. Under this program, the unused accrued annual leave of a Bargaining Unit employee may be transferred to, or received from, other federal employees.

**Section 2.** Definitions.

a. "Leave Deciding Official" (LDO): The Commanding General or designee. It shall be understood that the designation of the LDO is a right of Management as set forth in 5 USC 7106(a)(2)(B) and nothing herein shall interfere with this right.

b. "Leave Donor": A Bargaining Unit employee whose voluntary written request for transfer of annual leave to the annual leave account of a leave recipient is approved by Management.

c. "Leave Recipient": A current employee for whom Management has approved an application to receive annual leave from the annual leave accounts of one or more leave donors.

d. "Medical Emergency": A medical condition of an employee or family member of such employee that is likely to require an employee's absence from duty for at least twenty-four (24) hours and is expected to result in a substantial loss of income to the employee because of unavailability of paid leave. The twenty-four (24) hours of absence from duty without available paid leave because of the medical emergency need not be consecutive, but must have resulted from the same medical emergency for which the employee made application for leave.

e. "Family Member": A "family member" as defined in 5 CFR 630.902.

**Section 3.** Application to become a leave recipient.

a. A Bargaining Unit employee who has been affected by a personal or family medical emergency on or after January 31, 1989, may make a written application to the LDO to become a leave recipient. If the employee is not capable of making the application on his or her own behalf, another Bargaining Unit employee, the Union, or other personal representative may make the written application on his or her behalf.

b. Each application shall be accompanied by the following information concerning each potential leave recipient:

(1) The name, position title, and grade or pay level of the potential leave recipient.

(2) Reason why transferred leave is needed, including a brief description of the nature, severity, and anticipated duration of the personal or family medical emergency affecting the potential leave recipient, and if it is a recurring one, the approximate frequency of the medical emergency affecting the potential leave recipient.

(3) Certification from one or more physicians, or other appropriate experts with respect to the medical emergency. If the LDO requires certification from two or more sources, Management ensures, either by direct payment to the expert involved or by reimbursement, that the potential leave recipient is not required to pay for the expenses associated with obtaining certification from more than one source.

(4) Leave balance of recipient (attach the most recent leave and earning statement).

(5) Signature and date of application.

**Section 4.** Approval of application to become leave recipient.

a. Management shall review an application to become a leave recipient for the following purposes:

(1) To determine that the potential leave recipient is or has been affected, on or after January 31, 1989, by a "medical emergency".

(2) Before approving an application to become a leave recipient, Management shall determine that the absence from the duty without available paid leave because of a medical emergency is (or is expected to be) at least twenty-four (24) hours.

(3) In making the determination as to whether a "medical emergency" is likely to result in a substantial loss of income, the agency shall not consider factors other than whether the absence from duty without available paid leave is (or is expected to be) at least twenty-four (24) hours.

(4) If the application is approved, the leave recipient must provide documentation monthly (unless a more frequent time period is determined to be necessary) to support the continuation of the "medical emergency."

(5) If the application is approved, the employee, or person who made application on behalf of the employee, shall be notified in writing of such approval within ten (10) days (excluding Saturdays, Sundays, and legal public holidays) after the date the application was received by Management.

**Section 5.** Disapproval of the application to become a leave recipient.

a. If the application is not approved, Management shall notify, in writing, the potential leave recipient (or other person or Union Representative who made the application on behalf of

the potential leave recipient), within ten (10) days (excluding Saturdays, Sundays, and legal public holiday(s)) after the date the application was received by Management:

- (1) That the application was not approved;
- (2) The reasons for its disapproval; and
- (3) That the decision to disapprove an application to receive leave is a grievable matter under Article 5 of this Agreement.

**Section 6.** Transfer of annual leave.

a. A Bargaining Unit employee may submit a voluntary application to the LDO that specified number of hours of his/her accrued annual leave be transferred from his/her annual leave account to the annual leave account of a specified leave recipient. This application shall be approved or disapproved by the LDO within ten (10) days (excluding Saturday and Sundays, and public holidays) after receipt.

b. If the leave donor's application is approved, he/she shall be notified, in writing, within ten (10) calendar days of:

(1) The limitations on donations of annual leave as described in Section 9 of this Article.

(2) The number of hours of his/her annual leave which will be transferred.

(3) His/her entitlement to have a portion of the unused transferred annual leave restored to his/her annual leave account at the termination of the leave recipient's medical emergency.

c. Management shall not transfer annual leave to a leave donor's immediate supervisor.

d. Bargaining Unit employees may donate leave to employees of other agencies. Their approved application (excluding the leave and earnings statement) shall be forwarded by the leave donor's LDO to the leave recipient's employing agency, following the procedures established by the recipients employing agency; and to the leave donor's servicing payroll office.

e. The LDO shall accept donations of annual leave from donors employed by other agencies if one of the conditions of 5 CFR 630.906(f) is met.

f. If the leave donor's application is disapproved, he or she shall be notified of:

(1) the reason for the disapproval; and

(2) that the decision to disapprove donations is a grievable matter under Article 5 of this Agreement.

g. Transferred annual leave may be substituted by the leave recipient retroactively for periods of leave without pay (LWOP), or used to liquidate an indebtedness for advance annual or sick leave granted on or after the date designated by the LDO as the beginning of the medical emergency. Transferred annual leave shall not be used to liquidate indebtedness unless requested by the leave recipient.

**Section 7.** Use of transferred annual leave.

a. An approved leave recipient may use annual leave transferred to his/her annual leave account under 5 CFR 630.906 in the same manner and for the same purposes as if he/she had accrued the annual leave under 5 USC 6303.

b. Any transferred annual leave that is not used shall be returned to the donors in accordance with 5 CFR 630.911. The minimum restoration is one (1) hour.

(1) The restoration of transferred annual leave shall be in accordance with 5 CFR 630.911.

c. Transferred annual leave shall not be transferred to another leave recipient other than one designated by the leave donor.

**Section 8.** Limitations on donations of annual leave.

a. In accordance with 5 CFR 630.908 (a) and (b), request for waivers shall be a separate written statement signed by the donor which certifies that the donor is aware that the request exceeds the limitations, and describes the unusual circumstances inherent in the request. The approved waiver request shall be forwarded (along with the donor's application) by the donor's LDO to the donor's servicing payroll office and the leave recipient's LDO.

**Section 9.** Termination of medical emergency.

a. The medical emergency affecting a leave recipient shall terminate:

(1) when the leave recipient's federal service is terminated;

(2) at the end of the biweekly pay period in which Management receives written notice from leave recipient or personal representatives of leave recipient that the leave recipient is no longer affected by the medical emergency;

(3) at the end of the biweekly pay period in which Management determines, after written notice and opportunity for leave recipient to answer orally or in writing, that the leave recipient is no longer affected by a medical emergency. Management will give written notification to the leave recipient, Union representative, or personal representative, of the termination of leave transfer. Management will give the reasons for the determination to terminate transferred leave. Termination is a grievable matter under Article 5 of this Agreement;

(4) at the end of the biweekly pay period in which the leave recipient's employing agency receives notice that the Office of Personnel Management (OPM) has approved an application for disability retirement for the leave recipient under Civil Service Retirement or Federal Employee's Retirement System.

**Section 10.** The Union shall be notified of the following:

- a. the name and title of the LDO;
- b. the mailing address of the LOO;
- c. any change in the LOO;
- d. upon written request by the employee, any action taken by the LOO affecting any Bargaining Unit employee's application including:
  - (1) approval, disapproval, or termination;
  - (2) list of additional information requested under Section 3b (5) of this Article.

**Section 11.** Medical information confidentiality.

a. Because applications for leave, under the auspices of the Voluntary Leave Transfer Program, contain medical information which the affected employee expects to be maintained with the strictest of confidence, applicants shall dispatch, via certified mail, the completed application addressed to:

Voluntary Leave Transfer Program  
ATTENTION DELIVER ONLY TO:  
Miss/Mrs/Ms/Mr XXXX X XXXXX, Leave Deciding Official  
Civilian Human Resources Office - East (CHRO-E)  
PSC 8032  
MCAS Cherry Point, NC 28533-0032

b. The LOO and the administrators of the Voluntary Leave Transfer Program shall take any and all appropriate actions to ensure that all medical information germane to this program is kept confidential.

c. Upon receiving a written request from the leave applicant, he/she shall be advised in writing of the person(s), other than the LOO who processed the application. Such information shall be provided within five (5) days excluding Saturdays, Sundays, and legal public holidays.

d. Medical information gathered under this program shall not be disclosed or utilized for any purpose other than that dictated by the confines of this program.



e. Any unauthorized use of information gathered under this Article, without the employee's written consent, is strictly prohibited.

## **ARTICLE 48**

### **ASSIGNMENT OF TEMPORARILY DISABLED EMPLOYEES**

**Section 1.** An employee recuperating from illness or injury and temporarily unable to perform the duties of his/her assigned position may submit a written request to his/her supervisor for temporary assignment to productive duties commensurate with the disability and the employee's qualifications.

**Section 2.** The employee shall provide administratively acceptable medical documentation of restriction and probable duration of incapacitation upon request from Management.

**Section 3.** The supervisor shall fully consider the employee for an appropriate productive assignment when available.

**Section 4.** A pregnant employee shall be afforded the opportunity to have her work duties modified if her working conditions may have a detrimental effect on the employee or the unborn child, when administratively acceptable medical documentation has been provided supporting the need.

## **ARTICLE 49**

### **HOLIDAYS**

**Section 1.** When a holiday falls on an employee's regular day off, the following days shall be observed in lieu of the actual holidays:

SCHEDULED DAYS OFF	WHEN ACTUAL HOLIDAY FALLS ON	DAY OBSERVED IN LIEU OF THE ACTUAL HOLIDAY
Saturday-Sunday	Saturday	Preceding Friday
	Sunday	Following Monday
Sunday-Monday	Sunday	Following Tuesday
	Monday	Preceding Saturday
Monday-Tuesday	Monday	Preceding Sunday
	Tuesday	Preceding Sunday
Tuesday-\Wednesday	Tuesday	Preceding Monday
	\Wednesday	Preceding Monday
\Wednesday-Thursday	\Wednesday	Preceding Tuesday
	Thursday	Preceding Tuesday
Thursday-Friday	Thursday	Preceding \Wednesday
	Friday	Preceding \Wednesday
Friday-Saturday	Friday	Preceding Thursday
	Saturday	Preceding Thursday

SCHEDULED DAYS OFF FOR THREE DAY WEEKEND	WHEN ACTUAL HOLIDAY FALLS ON	DAY OBSERVED IN LIEU OF THE ACTUAL HOLIDAY
Sunday-Tuesday	Sunday	Following Wednesday
	Monday	Preceding Saturday
	Tuesday	Preceding Saturday
Monday-Wednesday	Monday	Preceding Sunday
	Tuesday	Preceding Sunday
	Wednesday	Preceding Sunday
Tuesday-Thursday	Tuesday	Preceding Monday
	Wednesday	Preceding Monday
	Thursday	Preceding Monday
Wednesday-Friday	Wednesday	Preceding Tuesday
	Thursday	Preceding Tuesday
	Friday	Preceding Tuesday
Thursday-Saturday	Thursday	Preceding Wednesday
	Friday	Preceding Wednesday
	Saturday	Preceding Wednesday
Friday-Sunday	Friday	Preceding Thursday
	Saturday	Preceding Thursday
	Sunday	Following Monday
Saturday-Monday	Saturday	Preceding Friday
	Sunday	Following Tuesday
	Monday	Preceding Friday

**Section 2.** To the extent that operational requirements permit, employees scheduled to work on an actual established legal holiday or day observed in lieu of such holiday, shall be given such day off if he/she so request. Such requests should be made at least ten (10) days prior to the holiday. The request shall be approved/disapproved not later than four (4) days prior to the holiday. A non-response by Management will be considered an approval of the request.

**Section 3.** If the legal holiday falls in the middle of the employee's workweek, Management, at an employee's request, will change the employee's regular days off to provide three (3) days off in succession, unless workload necessitates denial of the request. Such requests must be made at least ten (10) days prior to administrative workweek in which schedule change is to occur. The request shall be approved/disapproved not later than four (4) days prior to the holiday. A non-response by Management will be considered an approval of the request.

## **ARTICLE 50**

### **WORK SCHEDULES**

**Section 1.** The work schedule is defined as the days of the week, hours of the day, rotation of shifts, and change in regular days off. The work schedule shall not be changed except when it is determined that the Agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased (5 CFR 610.121). Management shall notify the Union in advance of any proposed change to the work schedule and shall afford the Union an opportunity to meet and, upon request, to negotiate to the fullest extent in accordance with applicable law, rules and government-wide regulations to include Executive Order 12871.

**Section 2.** When Management desires to change an employee's work schedule, the employee will be provided at least fourteen (14) calendar days of advance notice unless waived by the employee or workload necessitates otherwise.

**Section 3.** As provided by Department of the Navy (DON) regulations, the administrative workweek typically begins at 0001 hours Sunday and ends at 2400 hours the following Saturday. The basic workday shall consist of eight (8) hours, and the basic forty (40) hour workweek shall consist of five (5) consecutive workdays followed by two (2) consecutive days off. The working hours in each day in the basic workweek shall be the same.

**Section 4.** The basic workweek will not be scheduled for more than five (5) consecutive days. However, the Parties recognize that special temporary conditions may exist in unique work situations which may require variations from normal workday and/or workweek.

**Section 5.** The basic workday shall consist of eight (8) hours of work, with an unpaid lunch period. As provided by the DON regulations, the length of the workday will be extended by the length of the unpaid lunch period.

**Section 6.** Management agrees to permit employees breaks; two ten-minute breaks in the morning and two ten-minute breaks in the afternoon, for relief in work routines, not inclusive of refreshments or restroom relief. Breaks are to be taken at employee's discretion, workload permitting: These breaks are to be inclusive of smoke breaks addressed in Article 51. No one break shall exceed 10 minutes in duration.

**Section 7.** At either Party's request, the Parties shall meet to discuss implementation of alternate work schedules, such as flexible or compressed schedules. The existing alternate work schedule shall remain in effect until otherwise agreed upon by the Parties.

**Section 8.** Employees within the Unit who may be required to work on Sunday as part of their basic workweek shall be compensated in accordance with applicable laws, rules and government-wide regulations.

**Section 9.** Employees shall be allowed to change work schedules for personal development training which has been determined to be beneficial to the government, unless workload necessitates otherwise, and for short periods of time for such purposes as sponsored training (including indoctrination in changes in technology and work practices); to attend grievance meetings, hearings, appeals; to participate in TQL Group activities; or to take care of decals, identification badges, etc., as follows:

- a. When an employee performs such duties and the duties begin or end within one-half (1/2) hour of the employee's scheduled shift, the employee will not be required to report/return to his/her regular work site.
- b. Whenever possible, Management will schedule duties so as not to require changes in the employee's regular shift times.
- c. When such duties are scheduled outside an employee's regular shift, the employee shall be permitted to adjust his/her work schedule to accommodate the hours of duty.

## **ARTICLE 51**

### **SMOKING AND TOBACCO PRODUCTS POLICY**

**Section 1.** The Surgeon General of the United States has determined that quitting smoking now greatly reduces serious risks to your health. As such, the parties agree to pursue a policy of no smoking or use of other tobacco products in the work environment.

- a. Smoking is defined as a lighted cigar, cigarette, pipe, or any other lit smoking product.

b. Smoking and the use of other tobacco products shall be permitted in currently designated areas outside the building.

c. Supervisors will give careful consideration to those employees desiring to leave their workplace for smoking privileges. Smoke breaks will be authorized at the convenience of the workload requirements and taken within the same time frame as regular breaks (Article 50, Section 6).

d. Participation in a smoking cessation program will be voluntary and liberal leave shall be authorized.

**Section 2.** Violations of this article may result in disciplinary action.

## **ARTICLE 52**

### **TARDINESS AND UNAVOIDABLE ABSENCE**

**Section 1.** All employees have a basic responsibility to report to work promptly at the beginning of their assigned work shifts. Both parties encourage employees to make every reasonable effort to be at their assigned areas, ready for work at the specified time.

**Section 2.** Employees may be granted excused absence for brief tardiness or unavoidable absence of up to fifty-nine (59) minutes. Management should normally excuse an employee for tardiness or unavoidable absence occurring within the work shift in accordance with the allowable limits of applicable regulations when such tardiness or unavoidable absence is the result of circumstances beyond the control of the employee. Such circumstances would include, but are not restricted to, unusually hazardous weather, traffic accidents, vehicular breakdown or failure, and acts of God. If the supervisor considers tardiness or unavoidable absences to be excessive or habitual, the employee will be counseled. If tardiness or unavoidable absences continue to be a problem after counseling, disciplinary action may be taken.

## **ARTICLE 53 ASSIGNMENTS**

### **TO THE WORK SCHEDULE**

**Section 1.** Assignment to the work schedule shall be posted and Bargaining Unit employees notified at least thirty (30) days in advance. Management recognizes that changes of individual assignments to the work schedule are undesirable; therefore, Management agrees to make every reasonable effort to avoid such changes. If circumstances arise which will require a change to

the posted schedule, Management shall give bona fide consideration to all of the following alternatives, not necessarily in this order, prior to making the change:

- a. overtime;
- b. personnel on detail assignments;
- c. personnel whose positions include relief duties;
- d. line supervisors or staff;
- e. rescheduling of training.

After consideration of the above and if circumstances are still not satisfied, the method of determining employee(s) whose schedule is to be changed shall be determined by Telecommunications and Information Systems Directorate (TISD) seniority date. The senior individual shall be given the first opportunity to accept or refuse the assignment within required grade/series and qualifications.

**Section 2.** Management shall approve the temporary or permanent exchange of work schedules and/or days off by employees of equal, required qualifications. The employee requesting work schedule exchange shall be responsible for obtaining the consent of the other employee affected.

**Section 3.** Unless workload necessitates, Management will approve a work schedule change to an existing schedule when requested by an employee. Such work schedule changes will normally not exceed more than two (2) in a calendar year.

**Section 4.** An individual's request for shift or work schedule adjustments for the purpose of continuing off-duty education or professional training shall be handled on an individual basis and will not be arbitrarily denied.

## **ARTICLE 54**

### **ALTERNATIVE WORKPLACE ARRANGEMENTS**

**Section 1.** At the Union's request, the Parties shall meet to negotiate over alternative workplace arrangements, within forty-five (45) days of the request.

## **ARTICLE 55**

### **EMPLOYEE MEETINGS**

**Section 1.** Management shall make every reasonable effort to provide a one (1) day notice, with agenda, before holding unscheduled meetings with members of the Bargaining Unit unless workload dictates otherwise. This will allow Bargaining Unit employees to schedule their workday appropriately, provide adequate input during discussions, and provide minimum interruptions to work scheduled with customers. Discussion of negotiable subjects or surveys shall not be authorized prior to/during such meetings.

## **ARTICLE 56**

### **UNION/MANAGEMENT MEETINGS**

**Section 1.** The Parties agree that meetings may be requested on an ad hoc basis by either party to discuss policy related concerns and general interests of Bargaining Unit employees. Subject or agenda shall be provided in advance. Three (3) Union representatives shall be allowed official time to attend such general information meetings except in cases where a need for additional attendees is made known. Management shall grant three (3) Bargaining Unit representatives a reasonable amount of official time to prepare for such meetings and adjust schedules accordingly as requested by the Union. Upon request, additional representatives may be released on a case basis, workload permitting.

**Section 2.** Should Management decide to hold meetings outside the duty station, Union representatives shall be considered to be in an official duty status. Management agrees, if travel regulations apply for particular location of said meeting, no more than three (3) Bargaining Unit employees will be authorized to be in a travel status.

**Section 3.** Attendance at such meetings does not waive any Union rights as provided in 5 USC Chapter 71 and Executive Order 12871 concerning the subjects discussed.



## ARTICLE 57

### EXCUSED ABSENCE FOR UNION MEETINGS, ACTIVITIES AND TRAINING

**Section 1.** Bargaining Unit representatives shall be granted annual leave, compensatory time off, or leave without pay, at their option, unless workload necessitates otherwise, to attend Union meetings and activities.

**Section 2.** Other Bargaining Unit employees who attend Union meetings and activities shall be granted annual leave, compensatory time off, or leave without pay, at their option, unless workload necessitates.

**Section 3.** Union delegates, alternates and National Committee members shall be granted annual leave, compensatory time off, or leave without pay, at their option, unless workload necessitates otherwise, to attend the national convention of the Union.

**Section 4.** Each Bargaining Unit representative or his/her alternate shall be granted excused absence, unless workload necessitates otherwise, for short periods of time normally not to exceed eight (8) hours per representative annually to receive information, briefings, or orientation by the Union relating to the Federal Labor Relations Program.

**Section 5.** Each Bargaining Unit representative and his/her alternate shall be granted, on a one time only basis, eight (8) hours excused absence to receive orientation on the meaning of this Agreement. In the event the Bargaining Unit representative or his/her alternate is permanently replaced, his/her successor shall likewise be granted, on a one time only basis, eight (8) hours excused absence to receive orientation on the meaning of the Articles of this Agreement.

**Section 6.** Each Bargaining Unit employee along with a Union representative shall be granted one (1) hour of excused absence to receive orientation on this agreement.

**Section 7.** Upon request, the Union shall be granted up to one hundred twenty (120) work hours of official time annually, to be used by all unit employees collectively to attend Union-sponsored training that has been determined to be beneficial in producing a more conducive labor-management relationship. The Union will notify Management in writing at least fifteen (15) days in advance, if possible, and provide an itinerary with the duration, location, and purpose of the training along with the name(s) of the representative(s) to attend.

## **ARTICLE 58**

### **COMMUNICATIONS**

**Section 1.** Management will post on the Telecommunications and Information Systems Directorate (TISD) web site notice that PASS 250 is the "exclusive representative" of all TISD Bargaining Unit employees and has the right and the responsibility under the Civil Service Reform Act, as amended, to represent all employees in the Bargaining Unit.

**Section 2.** Union representatives shall be allowed one (1) hour official time for a private orientation meeting with an employee who is either newly hired or who has recently transferred to the Bargaining Unit to introduce them to the Union, Union representatives, and Union responsibilities.

**Section 3.** Management shall post on the TISD web site TISD Bargaining Unit employees rights as set forth under 5 USC 7102, 7114(a), and inform all employees of their right to be accompanied by a Union representative during investigative meetings, including "Brookhaven" safeguard.

## **ARTICLE 59**

### **NEW EMPLOYEE ORIENTATION**

**Section 1.** Management will provide each new employee in Telecommunications and Information Systems Directorate (TISO) with an orientation package and session which will consist of but not be limited to the following:

- a. Map of Cherry Point showing Credit Union, Dispensary, Civilian Personnel Office, and any other pertinent buildings.
- b. List of TISD employees and work phone numbers.
- c. Tour of work areas.
- d. Notification of location of restrooms, canteen, all parking spaces, smoking areas and all common areas, and unrecorded telephones available for personal calls within their facility.
- e. Overview brief of TISO organization, structure, mission, and customers.

## **ARTICLE 60**

### **CHARITABLE CONTRIBUTIONS AND SAVINGS BOND CAMPAIGNS**

**Section 1.** Management and the Union will encourage employees in the Bargaining Unit to participate in worthwhile charity drives and savings bond campaigns, however, in no instance shall Management or the Union exercise undue pressure on any employee to contribute to a charity to which the employee does not wish to contribute nor will any reprisal action be made against any employee who refrains from contributing.

## **ARTICLE 61**

### **TECHNICAL DATA AND DIRECTIVES**

**Section 1.** Management will make their best effort to provide and maintain reference manuals for equipment, hardware, and software, and all pertinent regulations. Any discrepancies noted by an employee will be reported to Management and Management shall exercise reasonable effort to rectify the discrepancy.

## **ARTICLE 62**

### **ORDERS, INSTRUCTIONS AND DIRECTIVES**

**Section 1.** Management agrees that the Agency orders, instructions and directives maintained at Marine Corps Air Station (MCAS), Cherry Point, which relate to the personnel policies, practices and working conditions of the employees of the Bargaining Unit, shall be made available for review by the Union upon advance notice to Labor and Employee Relations Office, CHR.0-E.

**Section 2.** Management agrees to provide to the Chairman of PASS, Chapter 250, and one copy of any orders, instructions, or directives affecting the personnel policies, practices and working conditions of the employees of the Bargaining Unit.

## **ARTICLE 63**

### **TECHNICAL INSPECTION REPORTS/SURVEYS**

**Section 1.** Management agrees to provide the Union with notification fifteen (15) days prior to a pending survey/inspection, and shall provide a copy of all materials to be used to inspect or survey the Bargaining Unit employees or their area of work.

**Section 2.** Management agrees to provide the Union with the results of the survey/inspection within forty-five (45) days of receipt.

**Section 3.** Any questionnaire/survey/inspection conducted of Bargaining Unit employees shall be done on duty time.

**Section 4.** The Parties shall negotiate the appropriate procedures for the Bargaining Unit employees to utilize in fulfilling the requirements of the survey/questionnaire/inspection.

**Section 5.** Questionnaires/Surveys/Inspections, either written and/or verbal, affecting Bargaining Unit employees, shall be processed in accordance with mid-term bargaining procedures as contained in this Agreement.

## **ARTICLE 64**

### **PARKING**

**Section 1.** Management agrees to identify and reserve adequate G-6 parking in close proximity to Telecommunications and Information Systems Directorate (TISD) facilities. Such parking arrangements will be made in accordance with Air Station policy and procedures.

**Section 2.** At parking areas under control of the government, adequate lighting and security shall be provided for the safety of the vehicles and personnel.

## **ARTICLE 65**

### **VEHICLE REGISTRATION**

**Section 1.** Bargaining Unit employees shall be allowed to register an unlimited number of privately owned vehicles aboard Marine Corps Air Station, Cherry Point, North Carolina subject to subsequent security requirement that would dictate otherwise.

## **ARTICLE66**

### **GOVERNMENT FURNISHED VEHICLES**

#### **Section 1.** Vehicle Distribution, Usage, and Purpose.

a. In the interests of providing support and quality of service to Telecommunications and Information Systems Directorate (TISD) employees, the Parties agree that Management is responsible for providing transportation to employees in the performance of their work. Management will ensure that four vehicles are available for transportation in the form of Class B/C assigned vehicles. Vehicles will be equipped with automatic transmission and air conditioning, if available, for use by Bargaining Unit employees in TISO. Operational requirements and availability will dictate quantity of vehicles requested and made available. Accountability and usage data will be maintained in accordance with Motor Transport Department procedures.

b. Management will insure the keys and forms are maintained together in a central location. Bargaining unit employees will ensure that they return keys to the central location upon completion of a trip.

#### **Section 2.** Utilization.

a. Utilization rates will be monitored and vehicles will be reassigned if usage rates do not meet minimum local standards. Prior to any steps taken to reassign the vehicles, the Union will be notified.

b. Additional transportation requests will be entertained in accordance with past practice, i.e., if submitted with forty-eight (48) hours prior notice, subject to equipment availability. Special requests will be addressed on a case-by-case basis by the Motor Transport Officer or Operations Supervisor.

#### **Section 3.** Maintenance will be done in accordance with current regulations.

**Section 4.** Government furnished vehicles shall be the primary means of transportation. However, if a government vehicle is not available, an employee may use his/her privately owned vehicle. Mileage must be carefully recorded on the local mileage receipt (to include the trouble ticket number) and may be turned in for payment, quarterly. Employees using their privately owned vehicles should check with their insurance companies to ensure they are properly covered. The government is not liable for damages or injuries resulting from any accident involving privately owned vehicles.

## **ARTICLE 67**

### **USE OF EMPLOYER'S FACILITIES AND SUPPORT**

**Section 1.** Management shall provide one secured bulletin board for the posting of Union material at facilities where employees regularly report within the unit. There shall be no restriction, in accordance with applicable law, on the content of publications or announcements placed on the Union's bulletin board by the Union.

**Section 2.** Management shall approve the Union's use of facility space, subject to availability at no cost to the Union, for periodic meetings with employees in the unit.

**Section 3.** Management agrees that a confidential meeting space within Telecommunications and Information Systems Directorate (TISD), when it can be made available, may be used by Union representatives, upon request for meetings regarding matters pertinent to this agreement.

**Section 4.** Mail privileges at TISD (interoffice and U.S. Postal).

a. Management shall furnish the Union with a mailbox. Mail shall be placed in the mailbox in accordance with normal office procedures.

b. The Union may send, at Union's expense, or receive mail by use of the mail facilities used by Management.

c. Union literature for the employee will be delivered to TISD's incoming mailbox for distribution and will be distributed in a timely manner, in accordance with normal office procedures. During working hours, the Union or its representative is not allowed to make mass distribution of mail to the individual employees' desks.

d. The Union may distribute Union literature during non-working hours, in non-working areas.

e. Mail addressed to individuals in the Bargaining Unit will be opened only by the addressee or a representative authorized by the addressee.

f. In accordance with applicable law, personal mail will not be processed through the TISD mailsystem.

**Section 5.** Management agrees to provide suitable office space in the TISD area for exclusive utilization by the Union. The space authorized shall be private and securable. Management will furnish, at no cost to the Union, electrical power, lighting, air conditioning, and heating. The Union agrees to maintain this space in a clean, orderly, and safe condition. On request, office furniture, office equipment, and a telephone shall be furnished by Management for use by the Union, subject to availability.

a. The Union shall designate by name, in writings a representative who shall be authorized as a "Responsible Officer" (RO) for custodianship of government equipment for representational duties. The Union will certify that the equipment is accounted for and the Union representative assumes responsibility for such equipment.

b. At Management's request for a Consolidated Memorandum Receipt (CMR) reconciliation, the Union will inventory the equipment, verify the serial numbers, and notify Management in writing that the Union maintains custody of such equipment, listed by serial number.

c. Prudent homeowner care shall be taken of the equipment. Normal wear expected to occur and places no burden of depreciation of asset on the Union. Management will provide maintenance and repair/replacement as needed to maintain continuous service from the equipment at the Union's request in writing or via the help desk.

d. The Union may request that an investigation be conducted by management if discrepancies are found such as missing equipment or serial number discrepancies.

**Section 6.** The Union shall be granted the use of facility space for ballot box elections and referenda.

**Section 7.** Security will be maintained in accordance with all applicable laws.

**Section 8.** Management shall not examine the contents of any of the Union's storage devices.

**Section 9.** Management agrees to permit bargaining unit employees to utilize available agency-owned equipment existing within the TISD provided it is for representational duties.

**Section 10.** Office and work space shall be provided to ensure that:

a. Employees shall be provided adequate work space to complete the mission.

b. Ordinary office supplies shall be stocked and easily accessible; and

c. Office or work center temperatures and noise decibel levels will be in accordance with Occupational Safety and Health ACT (OSHA) regulations and General Accounting Office (GAO) guidelines.

d. For those employees who due to the nature of their duties are required to be exposed to the outside elements during inclement weather and/or exposure to other than ordinary "dirty" conditions, Management agrees to make protective clothing and/or foul weather gear available to the employee. Such clothing and gear will be maintained in the Telecommunications and Information Systems Directorate (TISO) and can be obtained on an as needed basis.

**Section 11.** Management shall take whatever action is necessary to ensure that food service prices are offered at a fair price. If a decision is made to change food services (i.e., prices,

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**Section 11.** Management shall take whatever action is necessary to ensure that food service prices are offered at a fair price. If a decision is made to change food services (i.e., prices,



renovations, modifications, etc.) that exist in close proximity to TISD facilities, the Union will be notified and given opportunity to negotiate in accordance with applicable regulations,

**Section 12.** The Union may use electronic mail (E-Mail.) in the performance of representational duties in accordance with 5 USC 7114. At no time is electronic mail to be used for submitting grievances. Time spent conducting Union business via electronic mail during working hours shall be official union time according to the provisions of Article 8.

**Section 13.** To ensure that employee representatives have an opportunity to communicate with employees and other local Union representatives and Management, Management agrees to designate one (1) telephone line for the use of the Union. This includes local access and 800 service. Future needs for additional telephone lines will be considered on a case basis. Long distance service shall be provided upon request by the Union to TISD. The Union agrees to pay for long distance charges which are not for representational purposes.

## **ARTICLE 68**

### **IMMUNITY AND WHISTLEBLOWER PROGRAM**

**Section 1.** Management agrees that employees shall be protected against reprisal for the lawful disclosure of information which the employee reasonably believes evidences:

- a. a violation of any law, rule, or regulation or
- b. mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

## **ARTICLE 69**

### **DRESS CODE**

**Section 1.** Employees of the Bargaining Unit shall groom and attire themselves in an appropriate manner. Suits, sport coats, or neckties are not mandatory. Dress that is permitted with government agencies shall be deemed appropriate.

## ARTICLE 70

### WORK RELATED TOOLS AND CLOTHING

**Section 1.** Subject to the provisions of applicable regulations, Management agrees to bear the full expense of all work related tools, clothing and equipment employees may be required to use.

## ARTICLE 71,

### PERSONAL PROPERTY CLAIMS

**Section 1.** Employees may make claims for damage to or loss of personal property resulting from incidents related to their performance of duties and/or conditions of employment.

**Section 2.** Management agrees to assist a claimant in the proper filing of any such claim.

## ARTICLE 72

### DUES WITHHOLDING

**Section 1.** Management 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 employees who are employed within the Bargaining 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 first month's dues through voluntary allotment.

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, or equivalent, 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, certifying the current amount of the Union's regular dues to be deducted each payroll period.

e. The SF-1187, completed as in paragraph (d) above, is transmitted to the Civilian Human Resources Office-East (CHR.0-E) for certification of eligibility to have dues withheld so as to reach the office no later than 4 p.m. on the Tuesday preceding the payroll period during which the initial deduction is to be made.

f. Certification of the SF-1187 shall be completed no later than 11 a.m. the following day (Wednesday). The completed and certified SF-1187 must be delivered by the Union official to the Customer Service Representative (CSR) office no later than noon the same day.

**Section 2.** The amount of the Union dues to be deducted each payroll period from an employee's salary shall remain unchanged unless a request to add, delete or change existing information has been submitted by the labor organization two week prior to the desired effective date of the action. These requests should be submitted to: Systems Engineering Organization, Attn: Customer Service Support, 250 Raby Avenue, Pensacola, FL 32509-5128; Email Address: [fsape.customer.support@dfas.mil](mailto:fsape.customer.support@dfas.mil).

**Section 3.** When a change in the amount of the employee's regular dues results in a change in the amount of the allotment deduction, it shall become effective the first payroll period after the receipt of the notice of change by the CSR office, or a later date if requested by the Union. Changes in Union dues allotments may not be made more frequently than once every twelve (12) months, measured from the date of the first change made by the Union.

**Section 4.** An employee's Union dues allotment shall be terminated under the following conditions:

- a. Loss of exclusive recognition by the Union.
- b. Permanent transfer of the employee to an organizational segment outside the Union's recognized Bargaining Unit.
- c. Separation of the employee for any reason including death or retirement.
- d. The employee has been expelled or has ceased to be a member in good standing.

**Note:** Cancellation of dues allotment will be effective the first payroll period following receipt of notice by the CSR office of any of the above occurrences.

**Section 5.** Dues allotment may also be cancelled by the employee personally submitting to the CSR office Standard Form SF-1188, Cancellation of Payroll Deductions for Labor Organization Dues (supplied by Management) or individual substitute. The SF-1188 must be properly executed in duplicate by the employee. Such cancellation of dues is subject to the following conditions:

- a. Employees may have their dues allotment cancelled beginning with the first full pay period following completion of the first year of withholding provided the SF-1188 is received by

the CSR office during the payroll period immediately preceding that with which the revocation is to be effective.

**EXAMPLE:**

Dues withholding started with the payroll period beginning 2 January 2000. One calendar year would end on 1 January 2001. The next full pay period following 1 January 2001 would begin on 14 January 2001. The SF-1188 must be received in the CSR office during the payroll period preceding 14 January 2001, which would be from 31 December through 13 January 2001. Cancellation of the dues allotment would be effective with the payroll period beginning on 14 January 2001.

b. Employees with more than one (1) year of dues allotment may only cancel their allotment by submission of an SF-1188 to the CSR office during the payroll period preceding 1 September of any year. Cancellation of the allotment will be effective the first full pay period beginning on or after 1 September.

c. Receipt of an SF-1188 in the CSR office must be during normal working hours of the CSR office and excludes non workdays and holidays, regardless of the calendar date(s) on which they may occur.

**Section 6.** Management, through the CSR office, shall transmit to the authorized Union official all the following within three (3) working days after each payday:

a. An alphabetical list which shall contain the name and employee number of each member of the Union on voluntary allotment and the amount of the deduction made for each such member. This list shall include the total amount of all cancelled deductions within the payroll period covered and the reason for cancellation. In addition, this list shall identify any employee member whose salary, for any reason, is not sufficient to cover legal and required deductions and Union dues. This list shall be sent to PASS National Headquarters and to the Chapter 250 address.

b. A check drawn on the Treasury of the United States and made payable to the Union in the amount equal to the total of all such allotment deductions made.

c. The above check shall be made payable to PASS and mailed to District No. 6, MEBA INMU, PASS Division, 1150 17th Street, Suite 702, Washington, D.C. 20036. Administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued to the Union. The Union shall notify the Head, Labor and Employee Relations Office, Civilian Human Resources Office-East (CHRO-E), of any change in the mailing address above.

## **ARTICLE 73**

### **DRUG/ALCOHOL AND BLOOD TESTING**

**Section 1.** The Parties agree that Management has no Testing Designated Positions (TDP) policy established. Should Management decide to change this past practice, Management agrees to notify the Union one-hundred eighty (180) days prior to any proposed change of this policy concerning these matters and meet within one-hundred twenty (120) days with the Union to negotiate to the fullest extent of the law and Executive Order 12871 any changes affecting Bargaining Unit Employees on these matters. Additionally, Management's past practice has been not to randomly test any Bargaining Unit employees for alcohol, or drug usage, or take blood withdrawals for contagious diseases without probable cause; however, this does not restrict Management's right to non-randomly test for reasonable suspicion/probable cause.

## **ARTICLE 74**

### **OFFICIAL TIME FOR NEGOTIATIONS OF MID-TERM AND SUCCESSOR AGREEMENT**

**Section 1.** Employees representing the Union in negotiations, including negotiations specifically called for in this Agreement, mid-term negotiations requested by either Party, attendance at impasse or interest arbitration proceedings, shall be authorized official time, including travel and per diem expenses. The number of employees authorized under this Section shall be equal to the number representing Management, and in no circumstances shall this number be less than two (2).

**Section 2.** For preparation of a successor collective bargaining agreement, employees designated as representing the Union in the development of this proposal shall be entitled up to forty (40) hours each official time six (6) months prior to expiration of this Agreement.

## **ARTICLE 75**

### **EFFECT OF THE AGREEMENT**

**Section 1.** It is agreed and understood by the Parties that this Agreement is subject to the provisions of any existing or future laws and government-wide regulations, including policies set forth by published department policies and regulations in existence at the time of this Agreement's approval, and by subsequently published department policies and regulations

required by law. 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 in the event of a conflict between the terms of this Agreement and my subsequently published regulations of the Department of the Navy (DON) or any subdivision thereof 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.

**Section 3.** The Parties have negotiated a comprehensive agreement that constitutes the entire agreement between them. No separate local, Commandant Marine Corps, or DON agreements are authorized.

**Section 4.** In the event Management at any level proposes to change a personnel policy, practice, or matter affecting working conditions not covered by this Agreement, Management shall provide forty-five (45) calendar days advance written notice to the appropriate Union official. The Union shall, within fourteen (14) calendar days of receipt of this notice, notify Management in writing of its intent to negotiate regarding the proposed change. The Parties shall arrange to meet within thirty (30) calendar days to attempt to reach agreement. Either party desiring or having a requirement to negotiate will give advance notice to the other party. Such notice shall include a statement of the subject matter to be discussed and the problem, if any, which generated the cause for discussion. Official contacts for such meeting shall be coordinated through Labor and Employee Relations Office, CHRO-E and the Union.

**Section 5.** If the Parties are unable to reach an agreement within one hundred twenty (120) days of commencing negotiations, the Parties, by mutual consent may agree to extend the negotiation period. If the matter has reached impasse, the Party declaring impasse must request assistance from the Federal Mediation and Conciliation Service (FMCS) within thirty (30) days. If mediation does not resolve the dispute, the Parties shall request assistance from the Federal Service Impasses Panel (FSIP) within thirty (30) days of mediation failure or a mutually agreed upon extended time frame.

**Section 6.** The Parties may have any dispute arising under this article submitted to an arbitrator for resolution. Only the National Chairman of the Union may enter into an agreement to invoke binding arbitration.

**Section 7.** This Agreement does not alter the responsibility of either party to meet with the other to advise, discuss, or negotiate and conscientiously seek mutually satisfactory solutions to matters not covered by this Agreement.

**Section 8.** The Parties recognize and agree that all Management officials and the Union are responsible for ensuring compliance with the spirit and intent, as well as the letter of this Agreement, and each will cooperate to the fullest extent possible to attain such compliance. The Parties agree to exert every effort to make this process an effective and productive part of their relationship.

**Section 9.** Management agrees to furnish a copy of this Agreement to each employee in the Bargaining Unit.

## **ARTICLE 76**

### **PUBLICIZING THE AGREEMENT**

**Section 1.** Management will provide, at no cost to the Union, pocket sized booklet copies of this agreement, printed in type that can be easily read, to each employee in the Bargaining Unit. Management will also provide a booklet copy to all employees entering the Bargaining Unit after the effective date.

**Section 2.** Management will provide twelve (12) copies to the Union's National Office.

## **ARTICLE 77**

### **DURATION**

**Section 1.** This agreement is for a period of three (3) years and shall become effective on the date it is approved by Department of Defense (DOD) and ratified by the Union. It is not the intent of this language, or the Union, that ratification/nonratification will take place subsequent to the thirty day approval/disapproval period afforded Management by law.

**Section 2.** The contract shall automatically renew for a period of three (3) years, provided provisions are brought into conformance with law, rule and/or government-wide regulation, unless either Party gives written notice to the other of its desire to amend the agreement. On the request of either Party, the Party shall give written notice of its desire to amend the agreement at least sixty (60) calendar days, but no more than ninety (90) calendar days, preceding the expiration of this agreement. Within thirty (30) days after receipt of the written notice, the Parties will meet and commence negotiations. If negotiations are not requested, or are not completed, prior to the expiration date, this agreement shall remain in full force and effect until a new agreement is reached.

## **ARTICLE78**

### **REOPENER**

**Section 1.** In the event discretionary legislation or government-wide rules or regulations are enacted which affect any provision of this Agreement, the Parties, when mutually agreeable, shall reopen that provision and renegotiate.

**Section 2.** In the event that any law or action of the Government of the United States renders null and void any provisions of this Agreement, the remaining provisions of the Agreement shall continue in affect for the term of the Agreement.



**Appendix**

A. Grievance Form.. ..... 111

## GRIEVANCE FORM

<p style="text-align: center; margin: 0;"><u>For use in filing grievances between employees in Chapter 250 of the Professional Airways Systems Specialists and MCAS Cherry Pt.</u></p> <p style="font-size: small; margin: 0;">General Instructions: A grievance must be filed within fifteen (15) calendar days after the event giving rise to the grievance or within fifteen (15) calendar days after the date the aggrieved had knowledge of the event giving rise to the grievance; a grievance concerning an ongoing matter is not subject to this restriction. A grievance or response may be filed by certified U.S. Mail, facsimile, or by personal delivery. If certified mail is used, the postmark date must not be later than the deadline date. If more space is needed, attach a separate sheet of paper. Refer to Article 5, Grievance Procedure, of the contract between the parties for specific instructions.</p>			
1. Name of Aggrieved Employee (or party)			<div style="border: 1px solid black; padding: 2px;">FOR AGENCY USE ONLY No.</div>
2. Home Address		3. Work Address	
		Work Phone	
4. Name of Union Representative			
5. Representative's Home Address		6. Representative's Work Address	
		Work Phone	
<b>7. STEP 1 Submission:</b> Description of Grievance <i>(include summary of facts and provisions of agreement violated, if any, and whether representation is desired).</i>			
8. Corrective Action Desired			
9. Signature of Aggrieved or Representative		Date	10. Receipt Acknowledged By
			Date
<b>11. STEP 1 Decision:</b> <i>Forward copy of decision to CHRO-E, Labor and Employee Relations Dept.</i>			
12. Signature of Management Official		Date	13. Receipt Acknowledged By
			Date
<b>14. STEP 2 Submission:</b> <i>Submit to second-level supervisor.</i>			
15. Signature of Aggrieved or Representative		Date	16. Receipt Acknowledged By
			Date

## GRIEVANCE FORM

<b>17. STEP 2 Decision:</b> <i>Forward copy of decision to CHRO-E, Labor and Employee Relations Dept.</i>			
18. Signature of Management Official	Date	19. Receipt Acknowledged By	Date
<b>20. STEP 3 Submission:</b> <i>Submit to TISD Director including additional but relvent issues</i>			
21. Signature of Aggrieved or Representative	Date	22. Receipt Acknowledged By	Date
<b>23. STEP 3 Decision:</b> <i>Forward copy of written decision to CHRO-E, Labor and Employee Relations Dept.</i>			
24. Signature of Management Official	Date	25. Receipt Acknowledged By	Date
<b>26. STEP 4 Submission:</b> <i>Submit to Commanding General via CHRO-E, Labor and Employee Relations Dept. Issues not discussed at Step 3 will not be considered.</i>			
27. Signature of Management Official	Date	28. Receipt Acknowledged By	Date
<b>29. STEP 4 Decision:</b> <i>Forward copy of written decision to CHRO-E, Labor and Employee Relations Dept.</i>			
30. Signature of Management Official	Date	31. Receipt Acknowledged By	Date

SIGNED THIS 9<sup>th</sup> DAY OF FEBRUARY 2001.

FOR THE UNION:

FOR MANAGEMENT:

Chief Negotiator

Chief Negotiator

Team Member

LTCOL USMC  
Team Member

Team Member

Team Member

APPROVED BY DEPARTMENT OF DEFENSE ON 23 FEB 2001

RATIFIED BY PASS CHAPTER 250 ON 21 MAR 2001

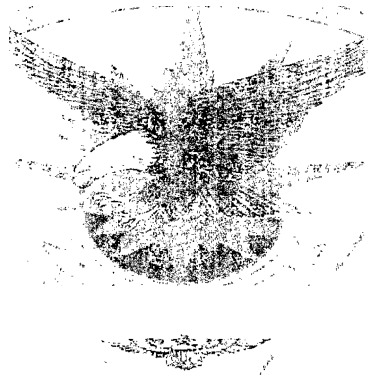
THIS AGREEMENT IS APPROVED AND IS EFFECTIVE ON 23 FEB 2001

President, Professional  
Airways Systems Specialist

Major General  
U.S. Marine Corps  
Marine Corps Air Station  
Cherry Point, N.C. 28533

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