

# Marine Corps Community Services



WE EMPLOY MOTIVATED INDIVIDUALS  
TO SUPPORT AMERICA'S HEROES

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Negotiated Agreement Between  
Nonappropriated Fund (NAF) Marine Corps Community Services  
Marine Corps Base Camp Pendleton, CA

And

National Federation of Federal Employees  
(NFFE) Local 919  
Camp Pendleton, CA

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## NFFE

National Federation of Federal Employees



Effective 26 February 2004

NEGOTIATED AGREEMENT  
BETWEEN

Nonappropriated Fund (NAF)  
Marine Corps Community Services (MCCS) Activity #0140  
Marine Corps Base, Camp Pendleton, California  
and  
National Federation of Employees (NFFE)  
Local 919 Camp Pendleton, California

Effective  
26 February 2004

MEMORANDUM FOR COMMANDING GENERAL,  
MARINE CORPS BASE, CAMP PENDLETON, CA 92055-5026

**SUBJECT:** Negotiated Agreement between Commanding General, Marine Corps Base, Camp Pendleton, California and The National Federation of Federal Employees, Local 919 (OLMR No. 540040)

The subject agreement, as forwarded by memorandum dated 26 February 2004, has been reviewed and is approved this date.

The approval of this agreement does not constitute a waiver of or exception to any existing law, rule, regulation, or published policy.

Copies of the approved agreement should be forwarded as follows:

a) Office of Civilian Personnel Management (OCPM) (Code CIO), 800 North Quincy Street, Arlington, Virginia, 22203-1998 - one copy.

b) Appropriate OCPM Regional Office - two copies

c) U.S. Office of Personnel Management, Office of Employee and Labor Relations, LAIRS Section, 1900 E. Street, NW, Washington, DC 20415- two copies.

d) Defense Civilian Personnel Management Service (DCPMS), Field Advisory Services Division, 2461 Eisenhower Avenue, Hoffman Building #1, Suite 148, Alexandria, Virginia 22331-0900 - two copies.

This action is taken under authority delegated by DoD 1400.25-M, Civilian Personnel Manual, Chapter 711, November 10, 1988 and, interim operating instructions forwarded by DCPMS letter of September 27, 1994.

This three-year agreement is to be annotated to indicate: Approved by the Department of Defense on Feb. 27, 1995 to be effective Feb. 27, 1995.

A copy of this letter has been served on the labor organization which is party to this agreement by mail of Feb 27, 1995.

Director

## **PREAMBLE**

Pursuant to the policy set forth in Title VII of the Civil Service Reform Act of 1978 (Public Law 95 4541), hereinafter referred to as the "ACT", and subject to applicable existing and future statutes, Executive Orders and Government wide regulations, the following articles constitute an Agreement between the EMPLOYER and the National Federation of Federal Employees, Local 919.

The National Federation of Federal Employees (NFFE), Local 919, hereinafter referred to as the "UNION", and the Marine Corps Community Services Activity (MCCS) #0140, Camp Pendleton, hereinafter referred to as the "EMPLOYER", are collectively known as the "PARTIES". Whereas the EMPLOYER and the UNION desire to enter into a Labor Management Agreement, which will have as its purposes, among others, the following:

- a. To promote fair and reasonable working conditions.
- b. To promote the highest degree of morale and responsibility in furtherance of the accomplishment of the mission of the commands.
- c. To adjust promptly all differences arising between the PARTIES related to matters covered by this Agreement.
- d. To promote meaningful Labor Management relations between the EMPLOYER and its employees.
- e. To provide a safe and healthful work environment.
- f. To facilitate improved employee performance and efficiency.

Now, therefore, the PARTIES hereto agree as follows:

## ARTICLE I

### RECOGNITION AND UNIT DESIGNATION

**SECTION 1. EXCLUSIVE REPRESENTATION.** The EMPLOYER hereby recognizes that the UNION is the exclusive representative of all Nonappropriated Fund employees of the EMPLOYER, except those specifically excluded from the Unit as defined in Section 2.

**SECTION 2. BARGAINING UNIT AND EXCLUSIONS.** The Unit to which this Agreement is applicable is composed of all (NAF) employees of the EMPLOYER, excluding the following:

- a. Any management official or supervisor.
- b. An employee engaged in (NAF) personnel work in other than a purely clerical capacity.
- c. A confidential employee.
- d. Employees whose assigned duties require that they represent the interest of the Marine Corps Community Services Activity (MCCS) in negotiations with the employee organizations, or is otherwise engaged in the administration of the Labor Management Relations Program.
- e. An employee primarily engaged in investigation or audit functions that are undertaken to ensure that the work of individuals is discharged honestly and with integrity.
- f. Flexible employees.
- g. Members of the uniformed services.



## **ARTICLE II**

### **RESTRICTIONS OF LAW AND REGULATONS**

It is agreed and understood by the EMPLOYER and the UNION that in the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws, Executive Orders, and government-wide regulations; by published agency policies and regulations in existence at the time this Agreement was approved; and by subsequently published agency policies and regulations required by law or by government-wide regulations.

## ARTICLE III

### RIGHTS OF THE EMPLOYEE

**SECTION 1. GENERAL.** 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 rights. Except as otherwise provided. Such rights include:

a. The right to act for a labor organization in the capacity of a representative and the right, in that capacity, to present views of the labor organizations to heads of agencies and other officials of the Executive Branch of the Government, the Congress or other appropriate authorities.

b. The right to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

c. The right to file a complaint, give testimony under the ACT, file a grievance, or any other available procedure for redressing wrongs.

**SECTION 2. PERSONAL CONCERN.** An employee has the right, and is encouraged, to bring matters of personal concern directly to the attention of the immediate supervisor or other appropriate officials of the EMPLOYER.

**SECTION 3. REPRESENTATIONAL RIGHTS.** The rights of the UNION under the provisions of this Agreement shall not be construed to preclude an eligible employee from:

a. Being represented by an attorney or other representative of the employee's own choosing in any grievance or appeal action if the UNION has denied the employee representation based on the lack of merit of the claim.

b. Exercising grievance or appellate rights established by law, rule, or regulation; except in the case of grievance or appeal procedures negotiated under Article XXV if this Agreement.

**SECTION 4. OFFICIAL TIME.** When exercising the above rights and the rights under the Negotiated Agreement, employees will be granted a reasonable amount of official time for processing grievances.



**SECTION 5. OBLIGATION.** Employees are obligated to give a full day's work, conserve materials and supplies, use MCCS property for work related purposes only, maintain a high quality in their performance, avoid unnecessary absence, conduct themselves appropriately, and prevent accidents. They are encouraged to submit ideas to improve efficiency and reduce costs.

**SECTION 6. EEO.** An employee has the right to have both the EMPLOYER and the UNION apply all provisions of this Agreement fairly and equitably to all employees of the Unit without regard to race, religion, color, national origin, sex, age, marital status, physical handicap, lawful political affiliations, or membership or non-membership in a lawful union, as prescribed in existing regulations.

**SECTION 7. UNION MEMBERSHIP.** Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization, except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction.

**SECTION 8. VOLUNTARY PARTICIPATION.** Employees in the Unit are encouraged to participate in command-sponsored programs and campaigns. It is agreed that the principle of true voluntary participation in such programs shall be upheld.

**SECTION 9. ACCOUNTABILITY.** Employees are responsible for the performance of their official duties and compliance with the STANDARDS OF CONDUCT for NAFI employees. Within this context, the EMPLOYER affirms the rights of employees to conduct their private lives as they deem fit provided that such conduct does not reflect unfavorably on their official duties or the Mission of the United States Marine Corps or MCCS.

**SECTION 10. INTERPRETER.** If any employee needs the assistance of an interpreter in order to exercise or protect their rights under this Agreement, they may request such assistance. If appropriate, the EMPLOYER will secure an interpreter from any available source. An interpreter who is a Unit employee will be in a duty status. The employee may have a UNION Representative present in addition to an interpreter.

## ARTICLE IV

### EMPLOYEE BENEFITS

**SECTION 1. GENERAL.** Social Security, Workman's Compensation, unemployment compensation, group life and/or comprehensive medical insurance, life long care, retirement plan, 401K, and other benefits provided in the regulations of higher authority are available for eligible employees.

**SECTION 2. MEALS.** Employees may purchase food items at the exchanges, clubs and vendors closest to their assigned work site for the purpose of obtaining hot meals or drink to be consumed on their lunch break.

**SECTION 3. SECURITY.** The EMPLOYER will make every effort to protect employees against theft of personal property at the workplace. When such spaces are available in the immediate work area the EMPLOYER will allow use of a secure area appropriate for employees to store personal items during working hours.

**SECTION 4. OFFICIAL PERSONNEL FOLDER (OPF).** Employees may review their OPF by making an appointment with the MCCS Human Resources Office and obtaining permission to leave the job site from their supervisor. If an employee has designated a representative in connection with a grievance or appeal, the designated representative may review the employee's OPF if they have the employees written permission to do so.

**SECTION 5. ILLEGAL RECORDS.** The EMPLOYER agrees not to maintain records or to disclose information that violate laws, statutes or regulations.

**SECTION 6. PERFORMANCE REVIEWS.** Employees will be entitled to review of their performance elements, standards and position/job descriptions maintained by the EMPLOYER.

**SECTION 7. UPDATES.** Employees are entitled to update their records by proper submission of information or other standard forms.

**SECTION 8. HOLIDAYS.** Employees are entitled to holiday benefits consistent with applicable regulations in connection with all Federal holidays prescribed by Federal Law, or occasionally prescribed by Executive Order. Holidays will be observed as prescribed by current regulations. Pay for holiday work shall be computed in accordance with applicable regulations.

**SECTION 9. PHONE PRIVILEGES.** With prior approval from management, employees may use Government telephones to place personal, local and long distance calls, provided that phone service is available and the calls do not: adversely affect the mission of the employee's organization or performance of the employee's official duties; are of a reasonable duration and frequency; reasonably cannot be made at another time; and do not result in a charge to the Government. The EMPLOYER will notify the UNION on a timely basis, when an emergency situation dictates changes from the above.

## ARTICLE V RIGHTS

### OF THE EMPLOYER

**SECTION 1. CONTROLLING PROVISIONS.** In the administration of all matters covered by this Agreement, the PARTIES and the employees are governed by existing or future laws.

**SECTION 2. MANAGEMENT RIGHTS.** It is agreed that the customary and usual rights, powers, functions and authority of management are vested in the EMPLOYER. Included is the right:

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

b. In accordance with applicable laws:

(1) To hire, assign, BBA, furlough, direct, and retain employees in the unit, or to suspend, remove, reduce in grade or pay level, 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 properly ranked and certified candidates for promotion or any other appropriate source.

(4) To take whatever actions may be necessary to carry out the EMPLOYER's mission during emergencies.

(5) Establish and enforce dress code.

**SECTION 3. RETAINED RIGHTS.** Nothing in this section shall preclude the EMPLOYER and the UNION from negotiating.

a. At the election of the EMPLOYER, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology methods, and means of performing work.

b. Procedures which management officials will observe in exercising any authority under this section.

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

## ARTICLE VI

### MATTERS FOR CONSULTATION OR NEGOTIATION

**SECTION 1. GENERAL.** It is agreed and understood that matters appropriate for negotiation will be in accordance with the requirements of the ACT.

**SECTION 2. NOTIFICATION.** In formulating or modifying instructions and notices concerning personnel policies, practices and procedures, or other matters affecting working conditions, the EMPLOYER agrees to negotiate with the UNION. The EMPLOYER agrees to furnish the UNION with information as to the contents of the instruction or notice being formulated or modified. Normally, within 10 workdays after receipt of the above information, the UNION may request the EMPLOYER to meet with the UNION for the purpose of negotiating the impact of the proposed changes.

**SECTION 3. NOTICE TO NEGOTIATE.** Either PARTY desiring or having a requirement for consultation or negotiation shall give notice to the other, including a statement of the subject matter to be discussed and the problem that generated the need for consultation of negotiation.

**SECTION 4. CONTRACT COVERAGE.** It is understood that this document contains the agreement of the PARTIES as to existing matters subject to collective bargaining at the time of this Agreement. In good faith, the PARTIES agree to abide by the terms of this Agreement for the duration unless they agree to change it in accordance with Article XXXII.

**SECTION 5. DISCUSSION.** Nothing in this Article will preclude inviting the UNION or one of its representatives to a management meeting or conference in which procedures affecting any condition of employment are to be discussed.

**SECTION 6. PRENOTIFICATION OF ULP.** In the interest of good Labor-Management relations, the PARTIES agree that any alleged Unfair Labor Practice will be brought to the attention of the EMPLOYER or the UNION prior to the other PARTY filing an official action except as required by law. The filing PARTY will allow 30 calendar days for the other PARTY to resolve the issue before submitting a formal charge to the FLRA. Both PARTIES agree to meet, and in good faith, attempt to resolve such matters both prior and subsequent to any filing of Unfair Labor Practice charges with the Authority.

## ARTICLE VII

### UNION REPRESENTATION

**SECTION 1. EXCLUSIVE REPRESENTATIVE.** The UNION by virtue of its exclusive recognition will represent all employees in the Unit, excluding those mentioned in Article I, Section 2, and will consult with appropriate officials on matters of concern to employees.

**SECTION 2. RECOGNITION.** The EMPLOYER agrees to recognize the officers of the UNION and all stewards duly authorized by the UNION to represent those employees covered by the terms of the Agreement.

**SECTION 3. STEWARDS.** The UNION shall designate bargaining unit employees as stewards for the various organizations it represents on the Base. The UNION shall determine the number and location of stewards as long as no more than one UNION steward is designated within any work section during the same shift, and the total number of stewards does not exceed one for every 35 Unit employees. The UNION will provide a reasonable number of stewards to ensure both proper representation and to minimize absences for any one steward from his/her regularly assigned duties. Normally, a steward will represent only those employees in his/her employing organization. For those cases where there is no steward employed in an organization, the UNION will designate a steward from another.

**SECTION 4. OFFICERS/STEWARDS LIST.** The UNION agrees to supply the EMPLOYER, in writing, and shall maintain on a current basis, a complete list of all UNION representatives, including UNION officers.

**SECTION 5. PROCEDURE FOR USE OF OFFICIAL TIME.** It is understood that:

a. When officers or representatives of the UNION desire to discuss a work-related matter with an employee of a supervisor, other than their own, upon entering the other supervisor's work area, they shall contact the supervisor and advise the supervisor of the reason for their presence and identify the employee they desire to contact. Contact between the employee and the representative of the UNION will normally take place in the immediate vicinity of the employee's assigned work area in an atmosphere of privacy.

b. Solicitation of membership and activities concerned with the internal management of the UNION, such as activities involving other employee groups, collection of dues, assessments of other funds, membership meetings, campaigning for office, conduct of elections and distribution of literature or authorization cards will not be conducted during working hours by any member of the UNION or visiting non-employee representatives of the National Federation of Federal Employees, with the exception of during lunch and breaks.

**SECTION 6. OUTSIDE UNION OFFICIALS.** The EMPLOYER agrees that any authorized and properly identified representatives of the UNION who is not an employee of the Activity, upon request to the EMPLOYER, shall be allowed on the Base to conduct official Labor/Management business in connection with the responsibilities incumbent upon the UNION under the provisions of the ACT. Such visits will be covered by applicable security regulations. It is agreed that the UNION will notify the MCCS Human Resources Office prior to any nonemployee UNION representative entering any work area.

**SECTION 7. OFFICIAL TIME/REPRESENTATIVES.** Reasonable time during working hours will be granted to UNION representatives and aggrieved employees for preparation and attendance at hearings and meetings with management officials relative to UNION or employee grievances. Reasonable time will also be allowed for UNION representatives to meet with employees to investigate and present grievances and other appropriate matters. There shall be no restraint, interference, coercion or discrimination against UNION representatives because of the performance of these duties.

**SECTION 8. OFFICIAL TIME/OTHER.** Consultation between representatives of the UNION and of the EMPLOYER will normally be conducted during regular working hours with reasonable time being granted the employee's representative, without charge to leave, in connection with consultations or meetings.

**SECTION 9. NUMBER OF NEGOTIATORS.** It is agreed between the parties that:

a. The number of UNION Bargaining Unit representatives participating in negotiations shall be that number equal to the EMPLOYER's representatives.

b. The number of UNION representatives participating in negotiations with the EMPLOYER shall be that number which is agreed to as appropriate for the subject matter under consideration.



**SECTION 10. FORMAL DISCUSSIONS.** The UNION shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Activity and one or more employees in the Unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment.

**SECTION 11. OFFICIAL TIME/UNION OFFICIALS.** It is agreed that:

a. The duly elected President of the Local will be granted reasonable time during working hours to carry out responsibilities under the terms of this Agreement and the Act. In the absence of the Local President for more than eight hours of annual leave, sick leave or leave without pay, the person designated to act by the Local President will be accorded all rights and privileges under this section.

b. The duly elected Treasurer shall be granted reasonable use of official time not to exceed 24 working hours per year to process and file reports mandated by the Department of Labor.

**SECTION 12. LEAVE/UNION REPRESENTATIVES.** Officers/representatives, when selected by the UNION, will be granted accrued annual leave or leave without pay to accept temporary labor organization positions or to attend conventions or meetings of labor organizations consistent with workload requirements of the EMPLOYER. Leave of absence without pay to accept temporary labor organization positions shall not exceed one year for each application.

**SECTION 13. MANAGEMENT TRAINING.** The EMPLOYER may, when appropriate, invite the UNION President or a representative to training sessions for supervisors/managers when the subject matter deals with items which may affect conditions of employment.

**SECTION 14. PERFORMANCE EVALUATION.** UNION representatives will be evaluated on job performance as described by performance standards. Approved time off the job will not be used in determining the overall rating.

## ARTICLE VIII

### FACILITIES AND SERVICES

**SECTION 1. BULLETIN BOARDS.** The EMPLOYER will provide the UNION with bulletin board space, as available, for posting material subject to the approval of the MCCS Human Resources Office.

**SECTION 2. PUBLICATIONS AND DIRECTIVES.** The EMPLOYER will provide UNION representatives access to publications and directives that are maintained by the activity and in accordance with applicable labor laws and regulations.

**SECTION 3. LISTS.** The EMPLOYER will furnish the union, upon request, up-to-date lists of all employees in the bargaining unit depicting names, position title and grade, and organizational designation.

**SECTION 4. GUARDMAIL SERVICE.** The UNION may use the Guardmail Service, subject to the approval of the MCCS Human Resources Office.

## ARTICLE IX

### ORIENTATION OF EMPLOYEES

**SECTION 1. EXCLUSIVE RECOGNITION.** All new employees shall be informed by the EMPLOYER that the UNION is the exclusive representative of employees in the Unit. The EMPLOYER agrees to give each Bargaining Unit employee a copy of the Agreement.

**SECTION 2. ORIENTATION SESSIONS.** Representatives of the UNION will be afforded 10 minutes to speak and distribute appropriate information as approved by the MCCS Human Resources Office at orientation sessions which are held for employees.

**SECTION 3. NEW EMPLOYEE LISTS.** The UNION will be given a list of all employees added to the bargaining Unit on a quarterly basis.

## ARTICLEX

### HOURS OF WORK

**SECTION 1. GENERAL.** The regular workday will be as published in appropriate directives. When the EMPLOYER knows in advance of need, it will give the employees at least two weeks written notice before changing hours or shifts, except for emergency or unforeseen situations.

**SECTION 2. REQUEST FOR CHANGE.** The EMPLOYER agrees to give reasonable consideration to an employee's request for assignments to, or change in shifts, whenever such assignment or changes will not adversely affect the accomplishment of the required work.

**SECTION 3. TIME OFF/SHIFT CHANGE.** Employees subject to routine work schedule changes shall, insofar as practicable, be given as much time off between shifts as possible, consistent with manpower requirements.

**SECTION 4. CLEANUP TIME.** Time to perform all tasks related to cleanup prior to departure of the employee from their work area will be included in the normal workday as determined necessary by the supervisor. Time will be allowed for showers when conditions encountered during specific tasks require them for health or safety reasons.

**SECTION 5. REST BREAKS.** Employees working in situations that permit breaks as needed, will be given breaks on an unscheduled basis. These breaks will be granted unless a situation exists which reveals sudden, immediate and unforeseen work requirements beyond the employer's reasonable control or ability to anticipate. Such breaks will be taken at the worksite and the following guidelines will be observed.

- a. Employees working 4 hours or less --- no break
- b. Employees working over 4 hours and up to 6 hours --- one 15 minute break.
- c. Employees working over 6 and up to 8 hours ---two 15 minute breaks.
- d. The above rest breaks will be granted after the employee completes two hours of continuous work.

## ARTICLE XI

### WORK ASSIGNMENTS

**SECTION 1. GENERAL.** The PARTIES agree that as a matter of general practice employees will be assigned to work appropriate to their position descriptions and classification. The EMPLOYER has the right to assign work. However, when it is necessary to assign employees duties requiring skills or abilities outside the scope of their job classification, position description or pay grade, such work assignments will be made in strict conformance with applicable regulations.

**SECTION 2. REPORTING LOCATION.** It is understood that all personnel will report for duty at such location as designated by the Department Head. When a change in reporting location is necessary, advance notice will be given consistent with the job assignment.

**SECTION 3. TECHNOLOGICAL CHANGE.** If technological changes occur, the EMPLOYER will provide the opportunity to affected employees to attend any training required by management.

**SECTION 4. SAFETY.** Employees shall not be ordered or required to perform their assigned duties in any manner contrary to sound and accepted safety rules, regulations or practices.

**SECTION 5. TRANSPORTATION.** Transportation will be provided for employees during duty hours when required by management to change their work area. If employees are required to provide their own vehicle, they will be compensated in accordance with applicable regulations.

**SECTION 6. GUIDELINES.** The Classification Program shall be conducted within the guidelines of the Headquarters Marine Corps (HQMC). Prior to implementing official classification actions, supervisors will discuss modifications to job descriptions of Bargaining Unit positions with the affected employee(s) and, upon request, the UNION representative. Modifications mean anything that changes the description's classification.

**SECTION 7. CLASSIFICATION REVIEWS.** Employees have the right to review Position Classification Standards for their position. Employees may file a classification grievance at any time if they feel that their position is improperly classified. Information on grievance procedures is available in the MCCS Human Resources Office. The employee may request UNION representation at any meeting between the employee and the Classification Specialist. All information submitted will be considered. A copy of any written classification notes may be requested.

## ARTICLE XII

### OVERTIME WORK

**SECTION 1. DEFINITION.** Overtime will be that work beyond the normal work schedule defined by law and regulation.

**SECTION 2. DISTRIBUTION.** Overtime shall be equitably distributed among employees engaged in similar work in a particular shop or work area as far as practicable. Factors to be considered in assigning overtime work will generally include an evaluation of the employee's skills, abilities and overtime record.

**SECTION 3. ASSIGNMENT.** The EMPLOYER agrees that employees will not be forced to work overtime against their express desire as long as full requirements can reasonably be met by other employees willing to work overtime. The EMPLOYER may direct individual employees to work overtime in case of emergency or to accomplish the EMPLOYER's mission. It is understood that where special skills are required, employees possessing such skills will be assigned to the overtime work involved.

**SECTION 4. RELEASE FROM OVERTIME.** The EMPLOYER will, upon request, relieve employees from overtime assignments if their reasons are determined by the EMPLOYER to be valid and there are other qualified employees available for the assignment. If employees are relieved of overtime assignments, at their request, the hours of overtime declined will be considered as overtime hours performed for the purpose of determining the equity of overtime distribution.

**SECTION 5. OVERTIME MEAL BREAK.** Employees who are required to work overtime in excess of four hours in their work shift shall normally be allowed a one-half hour lunch period without pay in accordance with applicable rules and regulations.

**SECTION 6. CALL BACK.** Employees who are called back to work at a time outside and unconnected with the scheduled hours of work within their basic workweek shall receive at least two hours call-back overtime pay including any shift differential and/or additional pay to which they are entitled, or compensatory time off where appropriate, in accordance with applicable pay regulations and statutes.

**SECTION 7. COMPENSATORY TIME.** Non-exempt employees and crafts and trade employees are not entitled to compensatory time.

**SECTION 8. NOTIFICATION.** Employees assigned to overtime work will be given as much advance notice of such assignment as possible. Notification for planned overtime on Saturday and Sunday shall be made as soon as management becomes aware of the requirement.

**SECTION 9. PROLONGED OVERTIME.** If it becomes necessary to require an employee to work in excess of 16 hours in one day, the EMPLOYER agrees to make arrangements for the employee to have eight hours rest off the clock.



## XIII

### TEMPORARY DUTY TRAVEL

**SECTION 1. GENERAL.** Consistent with regulations, the EMPLOYER shall schedule the time to be spent by the employee in a travel status away from their official duty station within the employees' regularly scheduled administrative workweek.

**SECTION 2. COMPENSATION.** Employees of the Unit required to perform authorized overtime services beyond the regularly scheduled workday while on temporary additional duty shall be compensated in accordance with applicable rules, regulations, and Article XII of this Agreement.

**SECTION 3. ARRANGEMENTS.** The PARTIES recognize the need to make travel arrangements prior to departure. The EMPLOYER agrees to provide assistance in accomplishing travel arrangements.

**SECTION 4. SELECTION.** The selection of employees for assignments involving travel will be made in accordance to the needs of the Activity. The EMPLOYER agrees to consider the expressed desires of employees in making such temporary duty assignments, including requests to be excused from such assignments.

**SECTION 5. PRIVATELY OWNED VEHICLES.** Employees who are authorized to utilize private motor vehicles while on travel orders for any reason will be reimbursed in accordance with applicable regulations. The EMPLOYER will normally direct Government transportation for official travel in the local area; however, the use of private vehicles may be authorized but not directed.

**SECTION 6. GOVERNMENT-OWNED VEHICLES.** It is agreed between the PARTIES that when Government-owned or leased automobiles are used by employees for official travel, its use shall be limited to official purposes. When requested by the employee, the procedure for operating, fueling and obtaining necessary repairs, in case of vehicle malfunction, will be explained to the employee assigned the vehicle prior to use. An instruction sheet delineating the above procedures and emergency phone numbers will be provided with the travel orders. Use of Government-owned or leased vehicles for other than transportation between places where the employee's presence is required incident to official business may be authorized by the EMPLOYER when public transportation is unavailable or its use is impractical.

## ARTICLE XIV

### TRAINING

**SECTION 1. GENERAL.** The PARTIES agree the employee should be encouraged to participate in training and employee development programs. To this end, the EMPLOYER shall attempt to develop in-service training to meet the needs of the EMPLOYER.

**SECTION 2. EMPLOYEE TRAINING.** The EMPLOYER may grant employees paid time off during working hours to enter a training program or course of instruction which is directly related to their work and which will help improve their skills to meet the needs of the EMPLOYER. Approval of such training will be contingent upon individual mission requirements and prior approval of the EMPLOYER. Where such courses or training programs fall outside of the employee's normal work hours, the employee's work hours may be adjusted so as to accommodate the time spent in approved courses. The adjustment in work hours shall not be construed to be working a split shift. With prior approval and upon satisfactory completion of the course, the EMPLOYER shall reimburse the employee for the cost of tuition, books and supplies, as applicable.

**SECTION 3. PERSONAL DEVELOPMENT TRAINING.** Employees may participate in training for personal development at the employee's own expense and on leave without pay, subject to approval of the EMPLOYER in accordance with existing rules and regulations.

**SECTION 4. OFFICIAL RECORD SUBMISSION.** Evidence of satisfactory completion of training or programs must be submitted by the employee and shall be placed in the employee's official file in accordance with existing rules and regulations. Such training may be used as a factor in giving consideration in the employee's future promotion.

**SECTION 5. REQUIRED TRAINING.** The Activity, in accordance with applicable regulations and past practices, will pay for the costs associated with an employee's mandatory job-related training that it requires and has approved.

**SECTION 6. JOINT TRAINING.** The PARTIES agree that full understanding of the Agreement is important to efficient Labor/Management relations; therefore, within sixty (60) days after final approval of the Agreement, Management officials and supervisors, and the UNION officers and stewards will have joint training covering the changes and additions of the Agreement.

**SECTION 7. LABOR/MANAGEMENT/STEWARDS TRAINING.** The PARTIES agree that education contributes to a more cost effective and efficient labor/management program. With this goal in mind, the EMPLOYER agrees, if workload requirements permit, to administratively excuse UNION officials for attendance at labor/management training sessions provided the subject matter of such training is appropriate and of reasonable length and of mutual concern to the EMPLOYER and the UNION. A written request, including agenda, will be submitted at least three weeks in advance by the UNION President to the MCCS Human Resources Office. The MCCS Human Resources Office will inform appropriate supervisors of the training session, dates, attendees, and that approval is subject to workload requirements.

## **ARTICLE XV**

### **PROMOTIONS**

**SECTION 1.** It is recognized that in filling vacancies covered by this Agreement, the EMPLOYER must be guided by the objective of obtaining the best-qualified and most suited candidate available. Accordingly, the EMPLOYER, consistent with this objective and the laws and regulations, may fill vacant positions by methods other than promotions, such as reassignment, transfer, reinstatement, and appointment from outside sources.

**SECTION 2.** In accordance with the provisions of the Marine Corps Nonappropriated Fund Instrumentality Personnel Manual, the EMPLOYER will make every reasonable effort to utilize to the maximum the skills and talents of employees in order to achieve the resulting benefits of higher morale and reduced turnover.

**SECTION 3.** Position vacancies above entry level will be advertised by the Employer for promotion for a period of at least 5 calendar days to allow all NAF employees the opportunity to apply for such positions as well as announcing for the possibility of filling the position from outside sources. Such announcements shall include a brief description of the duties of the position, the qualification requirements, and the procedures to follow in applying, and the closing date for filing applications. This does not preclude filling vacancies by reassignment, transfer or reinstatement.

**SECTION 4.** The UNION shall be furnished a copy of each position vacancy announcement issued. All applications will be screened to determine that the applicants are basically qualified for vacant positions.

**SECTION 5.** The EMPLOYER agrees that any unit employee temporarily promoted to perform the duties of a higher job classification will be compensated at the appropriate higher rate of pay for the period served. The effective date of such promotion will be in accordance with the applicable regulations. At the end of such assignment, the employee will revert to the former job classification and pay grade.

**SECTION 6.** There shall be no discrimination in promotions or selection for positions because of race, age, sex, color, religion, and national origin, and lawful political affiliation, mental or physical handicap with respect to a position the duties of which can be performed efficiently by an individual with a handicapping condition.

**SECTION 7.** Upon request, the following information will be made available to the employee who applied for a promotion:

a. Whether or not the employee was qualified and considered among the best suited.

b. Was the application forwarded to the selecting official?

c. Who was selected?

d. What areas, if any, the employee can improve to increase the chances of further selection.

**SECTION 8.** When a written grievance concerning a merit promotion action is filed, the appropriate UNION representative will be permitted to review records relevant to the promotion action grieved. Records will be those used as a basis for ranking and selecting the employee for promotion. Records disclosed, based on the Privacy Act or existing Agency regulations, will be sanitized and furnished, as allowed by law or regulations. Grievances arising out of the merit promotions plan shall be processed in accordance with the negotiated grievance procedure.

## **ARTICLE XVI**

### **DETAILS**

**SECTION 1.** A detail is a non-competitive, temporary assignment of a payband employee to another position in his or her assignment classification level or a position in a lower classification level. Employees who are detailed to a position at the same or lower classification level, shall continue to be paid at the regularly scheduled rate of pay as the position from which detailed. Higher classification levels may be affected. The EMPLOYER will consider promotions for qualified employees.

## ARTICLE XVII

### PAY PROVISIONS

**SECTION 1. ENVIRONMENTAL AND HAZARD PAY.** Information on hazard pay and environmental differential pay can be found currently in the BO 12532.5F. The Order will be distributed to organizations approved for environmental pay and the supervisor will be responsible to keep the Order available for employee information.

**SECTION 2. PAY.** Employees normally will be paid biweekly by direct deposit to the financial institution chosen by the employee.

**SECTION 3. ADDITIONAL PAY.** Additional pay assignments and appropriate pay rates shall be effective upon official assignment in accordance with applicable directives.

**SECTION 4. REHIRED PAY.** The previous pay rate will be considered for all individuals who are reemployed. Whenever a higher rate is permissible, management will review the rate to be set in light of the needs of the Activity, assessment of the quality of the employee, equity among employees, and availability of funds.

## ARTICLE XVIII

### SPECIAL TOOLS AND CLOTHING

**SECTION 1. GENERAL.** Subject to the provisions of applicable regulations, the EMPLOYER agrees to bear the full expense of all special tools, special clothing and special equipment that employees may be required to use in the performance of their official duties.

**SECTION 2. REPLACEMENT.** The EMPLOYER shall replace issued items damaged through normal wear and tear when they become unserviceable. Normal maintenance of issued tools will be the employee's responsibility.

**SECTION 3. REIMBURSEMENT.** In the event required personal safety or protective apparel is not available from the EMPLOYER, the employee may, with written approval, be authorized to purchase necessary items on a reimbursable basis.

**SECTION 4. UNIFORM PROCEDURE.** When a uniform standard of dress/clothing is required by the EMPLOYER, the EMPLOYER will ascertain the desires of the employees affected. Once established, the EMPLOYER will provide issued clothing or an allowance for clothing, as appropriate, consistent with regulations.

**SECTION 5. SPECIAL.** Employees in a TAD status and MCMWTC, Bridgeport, will be issued foul weather clothing appropriate to current or expected weather conditions.



## ARTICLE XIX

### LEAVE

The EMPLOYER and the UNION agree all types of leave will be administered in a consistent manner in accordance with applicable laws and regulations.

#### SECTION 1. ANNUAL LEAVE

a. **Scheduled Annual Leave.** Requests for annual leave shall normally be submitted 24 hours in advance of the work shift starting time. Approval of an employee's request for scheduled annual leave shall be granted, subject to workload requirements, as determined by the supervisor. If a conflict arises between two or more of the unit employees, where such employees cannot be scheduled for the same period because of workload requirements, the supervisor and employees concerned shall try to resolve the conflict by mutual agreement. If mutual agreement cannot be reached, the employee with the longest continuous service with the department/section, shall be scheduled for the leave. Seniority rights for this purpose can only be exercised once in any calendar year. An employee exercising these rights may only do so for the same leave period every other year.

b. **Emergency Leave.** Requests for emergency annual leave (leave requested without 24 hours prior approval) will be considered on an individual basis. Employees must contact their designated supervisor by telephone, if at all possible. If the designated supervisor is not available then the employee should ask for the second line supervisor; if unavailable, the employee shall give the message to whomever answers the designated telephone number for delivery to the supervisor. The message should include a brief explanation of the reasons for the absence and an estimate of the length of the absence. The employee will notify the EMPLOYER as soon as possible when requesting emergency leave.

## **SECTION 2. SICK LEAVE**

a. Approval for sick leave for scheduled medical, dental or optical examinations will normally be secured at least 24 hours in advance of the appointment.

b. Periods of absence on sick leave in excess of three workdays must ordinarily be supported by a medical certificate containing a brief statement of the nature of the illness, inclusive dates of treatment, and statement releasing the employee to return to duty.

c. Where there is reason to suspect that sick leave is being abused, the employee will be given a verbal warning. If the behavior continues, a Letter of Counseling may be issued to correct the behavior. The letter will inform the employee that a medical certificate must support all future requests for sick leave. Failure to comply with the Letter of Counseling may be considered a basis for denying sick leave and carrying the employee in an unauthorized absence status, which will result in formal disciplinary action.

d. Employees must contact their designated supervisor by telephone; if at all possible, prior to the start of their shift, but no more than two hours after the shift begins. Failure of an employee to make such notification may result in the absence being charged to annual leave or unauthorized absence, dependent on the determination of facts by the EMPLOYER in each individual case. If the designated supervisor is not available then the employee should ask for the second line supervisor. If no contact is made with a supervisor, the employee will call back and speak to a supervisor. The message should include a brief explanation of the reason for the absence and an estimate of the length of the absence. If the absence extends beyond the time estimated, the employee should again notify the supervisor requesting additional leave.

## **SECTION 3. FAMILY AND MEDICAL LEAVE ACT (FMLA)**

a. Non-probationary, Regular Full-time or Regular-Part Time employees are eligible to use FMLA. Approval is based on a serious health condition that has affected the employee, or an approved member of the family, whose health condition requires the employee to remain off work for an extended period of time. FMLA cannot exceed a total of twelve (12) weeks in a paid or non-paid status. Approved family members are son, daughter, mother, father, husband, wife, or adopted child. FMLA must be supported by medical documentation, signed by a doctor, supporting the need for the employee to invoke FMLA benefits to care for himself or herself or a qualifying family member.

b. Annual Leave and Sick Leave may be used if FMLA is invoked for an employee. Only annual leave is authorized for use while caring for an approved family member.

c. If FMLA is denied, the employee may request a single consideration by the Head of the Local NAFI.

d. When the employee returns from leave they must submit medical documentation releasing them for full duty.

e. An eligible employee who fails to return after the 12-week FMLA benefit has been exhausted is subject to administrative removal from employment, which is not grievable per PI2000.1 1A.

f. When the employee no longer has a balance of Annual Leave or Sick Leave and it is a bonafide emergency; and when the employee requests Leave Without Pay, management will consider it on a case-by-case basis.

NOTE: Notification/request by an employee, for emergency FMLA does not constitute approval. All such requests may be subject to the verification by the EMPLOYER prior to approval of the leave.

#### **SECTION 4. FAMILY FRIENDLY LEAVE ACT (FFLA)**

a. Non-probationary, Regular Full-time or Regular-Part Time employees are eligible to use FFLA. The basic limit is up to 40 hours of sick leave, regardless of the balance after use for FFLA in any payroll year. The 40 hour limit may be used intermittently but cannot exceed an accumulated 40 hours. If the eligible employee does not have the amount of sick leave available to satisfy the FFLA time off, only those hours of sick leave that are available may be used under FFLA.

b. The exact amount of sick leave an employee is eligible to use will vary based on accrual and according to guidelines provided in the FFLA Implementation Instruction.

#### **SECTION 5. LEAVE DONATION PROGRAM**

a. Non-probationary, Regular Full-time or Regular-Part Time employees are eligible to participate in the Leave Donation Program. Approval allows for eligible employees to request up to 240 hour of donated annual leave. Donated hours may not be used to care for a family member. Donations are only accrued for the employee and will not be for any other reason. All requests for donation must be substantiated by medical documentation.

b. Before a recipient can use leave donations, the recipient must have exhausted all available leave. Donated leave will be transferred to the recipient on a bi-weekly basis. If the recipient returns to work before the donation is exhausted, all donations are returned to the donors.

**SECTION 6. COURT LEAVE.** The EMPLOYER encourages employees to fulfill their civic responsibilities by performing jury service. Requests for release from jury duty will be on a case-by-case basis considering the Activity's needs.

**SECTION 7. LEAVE FOR OFFICERS/REPRESENTATIVES OF THE UNION.**

Consistent with the regulations and workload requirement, the EMPLOYER agrees to grant annual leave or leave without pay to UNION official/representatives for appropriate Labor/Management business outside their designated bargaining Unit. Union officials/representatives may be excused without charge to leave or loss of pay, to review information briefings, or orientation determined by the EMPLOYER to be of mutual benefit to the EMPLOYER and the UNION.

**SECTION 8. USE OR LOSE LEAVE.** It is agreed that each employee has an obligation to assist the EMPLOYER in the development of appropriate leave schedules so that no employee will forfeit leave. In support of this policy employees and supervisors are encouraged to request and schedule use or lose leave as early as practicable (prior to final pay period beginning in December).

**SECTION 9. BEREAVEMENT LEAVE.** As provided in MCCS Order 5360.1, the EMPLOYER may approve administrative leave, not to exceed forty hour to a regular employee for a death in the immediate family. Approved leave is based on the employees average workweek. The employee must provide verification of the death of the family member upon return to work.

## ARTICLE XX

### POSITION CLASSIFICATION

**SECTION 1. GENERAL.** The EMPLOYER will ensure that employees are placed in a Standardized Position Description that best describes their duties as assigned and that has been properly classified with the appropriate guides or job grading standards. Employees wishing to file a classification review must contact the UNION within 15 calendar days of being placed in the position.

### **SECTION 2. CLASSIFICATION GRIEVANCE RIGHTS- CRAFTS & TRADE EMPLOYEES.**

- a. Crafts & Trades employees can grieve their position grade, title, or series only.
- b. If corrective action is necessary that affects a grade increase, the change will be effective the first day of the first pay period, beginning after the 60th day the application for review was filed.
- c. When classification action results in a change to a lower grade, the effective date of a change in pay will be the first pay period that begins after the 60th day from the date of the classification action that resulted in a change to a lower grade.

### **SECTION 3. CLASSIFICATION GRIEVANCE RIGHTS - PAY BAND EMPLOYEES.**

- a. Pay Banded employees may grieve the assignment of their position to a particular band only when the classification resulted in a pay or pay band reduction.

### **SECTION 4. GRADE RETENTION**

- a. Crafts & Trade employees are eligible for grade retention if a reclassification resulted in a grade reduction and the employee had held the higher grade for one year prior to the change.
- b. An employee entitled to grade retention is entitled to retain the higher grade for two years.
- c. Grade retention only applies to Crafts & Trade employees.
- d. Grade retention is lost if the employee: has a break in service of one workday or more, is demoted for cause or at the employee's request, is placed in a position of higher grade, or declines a reasonable offer of a position which is equal to or higher than the retained grade.

**SECTION 5. PAY RETENTION.**

a. Crafts & Trade employees are entitled to pay retention with the expiration of the 2-year grade retention period caused by reclassification.

b. An employee in pay retention is entitled to receive 50 percent of any increase in the maximum rate of basic pay for the grade of the employee's new position.

c. When the employee's retained rate becomes equal to, or lower than the maximum rate of the grade the pay retention ceases.

d. Pay retention only applies to Crafts & Trade employees.

e. Pay retention is lost if the employee: has a break in service of one workday or more, is demoted for cause or at the employee's request, is placed in a position of higher grade, or declines a reasonable offer of a position which is equal to or higher than the retained grade.

**SECTION 6. SAVED PAY** Saved pay is only authorized when a pay band employee is changed to a lower pay level as a result of a classification error only. The employee is only under saved pay for a maximum of two years, provided the employee has served for one continuous year immediately before the demotion.

## ARTICLE XXI

### DISCIPLINARY ACTION

**SECTION 1. GENERAL.** Discipline is defined as a Letter of Reprimand, Letter of Suspension without pay, reduction in grade rate or pay level, or removal. Disciplinary actions taken against an employee must be taken promptly, based on just cause, must be fair and equitable, and consistent with applicable laws and regulations. The least degree of discipline likely to correct the problem may be taken.

**SECTION 2. PRELIMINARY INVESTIGATION.** Prior to issuing disciplinary action, a preliminary investigation should be conducted by the immediate supervisor, or other responsible official, as is necessary to determine the facts in the case. If disciplinary action is warranted, a discussion should be held with the employee. Upon the employee's request, an employee will be entitled to UNION representation at all such discussions.

**SECTION 3. NOTICE.** A disciplinary action against any employee shall be in writing and shall inform the employee:

- a. Of the specific reason(s) for the action
- b. Of the deciding official to whom the employee may grieve
- c. That the employee may grieve the action, and may submit affidavits or other written statements in support of the grievance as provided for by Article XXV of this Agreement.
- d. That the employee's grievance will be given full consideration by the deciding official.
- e. That the employee may request to be represented by the UNION
- f. Of the employee's status during the notice period.
- g. That the employee and their representative, if one is designated, shall be given a reasonable amount of official time to review all the evidence used to support the reasons in the notice and to prepare a grievance to the deciding official.

**SECTION 4. EMERGENCY SUSPENSIONS.** Employees will be placed on an emergency suspension, in a non-duty and non-pay status, under the following or similar circumstances:

- a. When the pay and duty status retention of the employee might result in damage to or loss of employer or employee funds based on the actions of the suspected employee.



b. When the pay and duty status retention of the employee might be injurious to the employee, fellow employees or others.

c. When an allegation of child abuse or similar offense is submitted by a competent party.

d. When there are justifiable reasons to believe the employee is guilty of a crime for which a prison sentence may be imposed.

**SECTION 5. NOTIFICATION PERIOD.** An employee will receive, at a minimum, a 14-calendar day advance written notice prior to removal from employment, a reduction in grade or a reduction in pay level.

**SECTION 6. NOTICE OF DECISION.** The EMPLOYER shall issue a written final decision as soon as practicable after the 14 calendar days advance notice period stating the specific reasons, including a statement of the employee's entitlement to grieve the removal action as provided by XXV, Section 8, of this Agreement.

## ARTICLE XXII

### BUSINESS BASED ACTIONS

**SECTION 1. GENERAL.** Business Based Action (BBA) is a non-disciplinary, involuntary, personnel action used to adjust resources in response to changes in business revenue, budget, workload, organization, or mission. BBA actions include:

- a. Separation due to reorganization.
- b. Reduction in employment category, i.e., regular full-time to regular part-time, or regular to flexible.
- c. Reduction in hours of work (when it affects the employment category, i.e., full time to part time).
- d. Reduction in grade or pay rate resulting from reorganization, realignment of workload, elimination of duties or responsibilities from a position, lack of funds, or from a need to be competitive with pay in other organizations of the local labor market.
- e. Furlough of a covered employee for eight calendar days or more. Furloughs may be on consecutive or alternate workdays, and may be for a definite or indefinite period of time.

**SECTION 2. COMPETITIVE AREA.** The competitive area of BBAs for bargaining unit employees shall be cost center, category of employment, i.e., regular full time, regular part time, title, grade or pay level, function, occupational series, the last two official performance ratings and the length of service.

**SECTION 3. ADVANCE NOTICE.** Regular non-probationary employees will receive an advance written notice of at least 30 calendar days for separation under BBA. The notice will include the following:

- a. The employees position title, function, series, grade or pay band level, employment category and rate of pay.
- b. A description of the BBA and reason for it.
- c. Advice on loss of benefits
- d. A statement that the action taken is not disciplinary and does not preclude re-employment.
- e. Information about the re-employment priority list (RPL)

f. Information on eligibility for Civil Service positions for one year from date of separation.

g. Information on unemployment compensation.

h. An explanation of the employee's right to grieve the action.

For all other BBAs, the employee will receive a minimum of seven days written advance notice. The written notice must contain items a. through c. in Article XXII, Section 3.

**SECTION 4. EXCEPTION.** An exception to the notice and the competitive area, as stated above, is a notice to the employee at least 24 hours in advance when an emergency condition takes place such as: a breakdown of equipment, power failure, extreme weather conditions, or other emergency conditions requiring suspension of operations, or an unanticipated reduction in business such as occurs with a sudden deployment of troops.

**SECTION 5. RANKING LIST.** When more than one regular non-probationary employee in a category is affected by a BBA a ranking list will be established as follows:

a. Within the competitive area employees are arranged in order of specific job categories, grade level, function, occupational series, the last two official performance ratings and length of service.

b. An additional 10 years of service is added for each of the last two performance ratings if the overall rating was "outstanding".

c. An additional five years of service is added for each of the last performance ratings with an overall grade of "excellent".

d. No adjustment is made for "satisfactory" performance for a regular employee.

e. A regular employee without an official performance rating will be considered to have a "satisfactory" performance.

f. Any employee on the ranking list has the right to review the list on which placed. The employee may request that their relative standing on the list be reviewed if the employee has valid reasons to believe that an error has been made in determining their service date. If it is determined that an error has been made, corrective action will be taken, and the employee so notified.

g. An employee does not have the right to question the standing of another employee on the ranking list and may not be given access to another employee's personnel records. Presenting a grievance will not delay or postpone the implementation of the effective date of the BBA.

h. BBAs taken against an employee may be grieved using the Negotiated Grievance Procedures only on the basis that regulations and procedures were not properly applied. Employees must grieve in writing to the UNION within 10 workdays after receipt of the Advance Notice of BBA.

**SECTION 6. SEVERENCE PAY.** Employees of the bargaining unit separated through BBA are entitled to severance pay, if otherwise qualified, and meet the following conditions:

a. An employee who elects to resign in lieu of a BBA is entitled to severance pay since the resignation under these circumstances becomes an involuntary separation.

b. The employee's basic pay is reduced and the employee resigns instead of accepting the reduction.

c. The employee's employment category is involuntarily changed from Regular Full-time to Regular Part-time, or from Regular to Flexible, and the employee resigns instead of accepting the change.

d. The employee is furloughed for more than 60 consecutive days and resigns in lieu of accepting the furlough.

## ARTICLE XXIII

### PERFORMANCE MANAGEMENT PROGRAM

**SECTION 1. GENERAL.** The PARTIES agree that performance appraisals are a continuing process. Therefore, supervisors should conduct planned, systematic discussions as often as appropriate to keep employees informed as to how well they are performing against the performance elements and standards. Periodic discussions should also assure better workmanship, increased productivity, and higher morale.

**SECTION 2. PERIODIC REVIEWS.** Supervisors will meet with their employees at the beginning of each appraisal cycle to discuss the employees' performance elements and standards. Periodic employee and supervisor discussions are recommended throughout the appraisal period to review currency of performance elements and standards and work performance. Discussions will be conducted in a private atmosphere.

**SECTION 3. PERFORMANCE APPRAISAL.** Regular non-exempt employees shall have their performance appraised at least annually. Employees newly hired must be provided with a complete explanation of the use of appraisals and importance to their work with the organization. Supervisors shall, at a minimum, discuss their expectations or what the employee will be held accountable for during the appraisal period. In taking BBA's, performance appraisals used to arrive at such decisions must have been signed/certified 120 days prior to the formal announcement of a management decision.

#### **SECTION 4. ACTIONS BASED ON UNACCEPTABLE PERFORMANCE**

a. An advance notice of proposed action may not be given until the employee has been counseled regarding an unacceptable performance on the critical element of the job and been given a reasonable time to demonstrate acceptable performance. The amount of time deemed reasonable may vary depending upon the complexity of the job; however, it should be consistent with similar job categories. In order to remove any uncertainty pertaining to the performance standards, the supervisor will identify to the employee the necessary corrective action required to meet acceptable performance standards. Any time throughout the appraisal period that an employee's performance falls below the "Satisfactory" level, the employee will be provided the deficiencies and corrective action necessary in a Letter of Caution.

b. An employee whose reduction in grade or removal is proposed is entitled to:

(1) A minimum of fourteen calendar days advance written notice of the proposed action which identifies:

(a) Specific instances of unacceptable performance by the employee on which the proposed action is based;

(b) The rating factors of the employee's position involved in each instance of unacceptable performance;

(c) The name and title of the official designated to hear an oral reply and/or receive the written reply; and

(d) The number of days that the employee is provided to answer orally and/or in writing.

(2) Be represented by a UNION representative in the Negotiated Grievance Procedure (if appropriate) or by an attorney or other representative if proceeding independently in EEO procedures;

(3) A reasonable amount of official time to prepare an answer to the advance notice if the employee is otherwise in an active duty status.

(4) A reasonable time, not less than seven calendar days, to answer orally and in writing; and

(5) A written decision which;

(a) In the case of reduction in grade or removal specifies the instances of unacceptable performance by the employee on which the reduction in grade or removal is based.

(b) Is signed by an official in a higher position than the official who proposed the action;

(c) Specifies the employee's right to grievance under the Negotiated Grievance Procedure in Article XXV; and

(d) Provides all appropriate information for filing under the procedure, including the time frames.

c. A Reasonable Accommodation will be invoked when an employee declares that the performance problems are caused by a documented, non-work related medical condition.

## ARTICLE XXIV

### CONTRACTING OUT

**SECTION 1. MANAGEMENT RIGHTS.** It is understood by the PARTIES that decisions based on section 7106 (a), (2), (B), of the ACT regarding contracting out and transfer of work within the Unit are areas of discretion of the EMPLOYER.

**SECTION 2. NOTIFICATION.** The EMPLOYER agrees to promptly discuss with the UNION any proposed contracting out affecting employees in the Unit. As appropriate, the EMPLOYER will apprise the UNION of any significant developments in connection with the proposed contracting out of work which impacts on bargaining Unit employees.

**SECTION 3. UNION AND EMPLOYEE RIGHTS.** When the EMPLOYER determines that UNIT work will be contracted out, the EMPLOYER will meet and confer with the UNION concerning the impact on bargaining Unit employees. The EMPLOYER will furnish the UNION a copy of the review announcement furnished to all contractors. The UNION will be notified of all agency solicitations and will be provided the bid opening time so a representative may attend. The EMPLOYER further agrees, consistent with applicable regulations, to minimize displacement actions by making reasonable efforts to utilize employees in other positions/jobs.

**SECTION 4. BUSINESS BASED ACTIONS.** When BBA procedures are required in connection with this Article, they shall be in accordance with applicable regulations and Article XXII of this Agreement.

## ARTICLEXXV

### NEGOTIATED GRIEVANCE PROCEDURE

**SECTION 1. GENERAL.** The EMPLOYER and the UNION recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of grievances, in good faith, by employees shall not cause any reflection on their standing with the EMPLOYER or on their loyalty and desirability to the organization.

**SECTION 2. BARGAINING UNIT GRIEVANCE PROCEDURE.** This procedure will be the sole grievance procedure available to the PARTIES and the employees of the Unit for resolution of grievances within the discretion of the Senior Command Official. The only representative an employee may have under this Negotiated Grievance Procedure is a UNION representative. An employee may pursue a grievance without UNION representation, but the local UNION will be given the opportunity to be represented at grievance hearings.

**SECTION 3. COMPLAINTS OF ALLEGED DISCRIMINATION.** An alleged complaint of discrimination under 5 USC 2302(b) (1), may be filed under the discrimination complaint procedure or the Negotiated Grievance Procedure, but not both. Employees shall be deemed to have exercised their option under this section, when the employee files a EEO complaint or a written grievance.

**SECTION 4. EXCLUSION.** Excluded from this procedure are the following:

- a. A separation or change to lower pay or pay level when voluntarily initiated by the employee.
- b. Application of a revised prevailing rate schedule when there is no change to the position.
- c. Actions taken as a result of an employee abandoning their position.
- d. Separation of a flexible employee or probationary regular employee.
- e. Termination for disability extending beyond sick leave allowance.



f. Any matter which is subject to final administrative review above the local installation command level and over which the installation commander does not have control or the authority to change.

g. The content of published policy.

h. Nonselection for promotion, except for procedural error.

i. An action terminating a temporary promotion or detail.

j. Nonadoption of a suggestion or disapproval of any type of discretionary award.

k. A proposed action, notice of warning or caution, or any other prospective discretionary management action.

l. The classification of any position which does not result in the reduction in grade or pay of an employee.

m. Any claimed violation of Subchapter III of Chapter 73 of Title VII of Public Law 95-454 (relating to prohibited political activities).

n. Retirement, life insurance, or health insurance worker's compensation cases.

o. A suspension or removal under Section 7532 of Title VII of the ACT.

p. Any examination, certification, or appointment.

q. Any matter precluded by law.

r. A salary retention under FPM Sup 532-2.

s. Loyalty Cases per Title 5, USC Chapter 13 Section 1309.

t. National Security per Title 5, USC Chapter 73 Section 7312.

u. BBA's are grievable only on the bases of procedural error.

**SECTION 5. DEFINITION.** For the purpose of the Agreement, a grievance means any complain by:

- a. An employee concerning any matter relating to the employment of the employee.
- b. The UNION concerning any matter relating to the employment of any employee.
- c. Any employee, the UNION or the EMPLOYER concerning:
  - (1) The effect or interpretation, or a claim of breach of this Agreement.
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

**SECTION 6. PERSONAL CONCERN.** Nothing in this Agreement shall preclude the employee and/or the UNION from bringing matters/issues of personal concern to the attention of the appropriate management officials.

**SECTION 7. REPRESENTATION.** Employees of the UNIT may present their own grievances without the assistance of the UNION. The UNION will have the opportunity to be present at any formal discussions, including the adjustment, concerning the grievance. The UNION has the right to refuse to process any grievance if it lacks merit or there is insufficient evidence available; however, the employee may proceed alone to seek resolution of the grievance.

**SECTION 8. GRIEVANCE INITIATION.** Any grievance not initiated within ten workdays after the occurrence of the matter out of which the grievance arose, shall not be presented nor considered at a later date except in cases where the employee or complaining PARTY could not reasonably have been aware of being aggrieved. Extensions may be mutually agreed upon by the PARTIES to provide for unusual cases. Employee (s) and the EMPLOYER shall be processed in writing, after Step I (Informal Stage), utilizing the Negotiated Grievance Form (Appendix 1) in the following manner.

- a. **Step 1 (Informal).** Once a grievance has been initiated, an employee and/or the UNION representative shall informally submit the grievance within ten workdays to the immediate supervisor. The grievant will clearly state that this is a Step 1 grievance and the desired remedy/corrective action. The supervisor will conduct an investigation and obtain any advice or authorization necessary to make a fair decision based upon pertinent facts. Supervisors shall, provide a response within five workdays after

the matter was brought to their attention, informing the employee and/or representative of the decision.

b. **Step 2 (Formal).** Should the decision at Step 1 be unacceptable to the employee and it is desired to further pursue the grievance, it shall be submitted on the Negotiated Grievance Form (Appendix 1) to the Head of the Local NAFI, via the Department Head, within ten workdays following receipt by the grievant of the decision at Step 1, with the immediate supervisor's initials next to the block containing the name of the supervisor. When a meeting is requested, the PARTIES will meet within ten workdays or a mutually agreeable time. The Head of the Local NAFI, or his designated representative will review all information pertinent to the case and will render a decision to the grievant with copies to the UNION representative and the supervisor within 15 workdays following receipt of the grievance or meeting date, if a meeting is held.

c. **Step 3 (Formal)** Should the decision at Step 2 be unacceptable to the employee and it is desired to further pursue the grievance, it shall be submitted on the appropriate form to the Senior Command Official within 10 workdays following the employee's receipt of the decision at Step 2. The grievance shall specify the pertinent points not resolved by the Head of the Local NAFI, along with any appropriate documentation. If a meeting is requested at Step 3 of the grievance, the Senior Command Official or the designated representative shall meet with the grievant and/or under representative on a mutually agreed date. A decision will be rendered by the Senior Command Official or the designated representative to the grievant within 20 workdays following the meeting or receipt of the grievance if there is no request for a meeting. The Union will be furnished with a copy of the decision. If either PARTY is not satisfied with the decision at Step 3 they may, within 20 workdays following the date of this decision, make formal written request that the unresolved grievance be submitted to impartial arbitration in accordance with the arbitration section of this Agreement.

d. If, in any step of the grievance procedure, it is determined that the management official does not have the authority to resolve the grievance, the PARTIES may mutually agree to delete a step in the Negotiated Grievance Procedure or forward the grievance to the appropriate management official, maintaining that step in the grievance procedure. The grievance will not be considered untimely as long as the grievance was filed in accordance with this Agreement.

**SECTION 10. UNION/EMPLOYER GRIEVANCE PROCEDURE.** A grievance initiated by the UNION or the EMPLOYER will be submitted to the Senior Command Official or the President of the UNION, as appropriate. Within 15 workdays, the Senior Command Official or a designated representative will meet with the President of the UNION or the designated representative to resolve the grievance. A decision will be rendered no later than 20 workdays following the meeting. If the decision is not satisfactory, the initiating PARTY may, within 20 workdays following the date of the decision, make formal written request that the unresolved grievance be submitted to impartial arbitration in accordance with ARBITRATION section of this Agreement.

**SECTION 11. WITNESSES AND/OR PERTINENT RECORDS.** At Step 2 and 3 of the grievance procedure, the UNION and the EMPLOYER may call a reasonable number of witnesses who have personal knowledge directly bearing on the case in question. Witnesses who are employees (civilian/military) of the EMPLOYER and are otherwise in a pay status, shall suffer no loss of pay or leave while in attendance at such proceedings. Obtaining relevant witnesses who are not employees (civilian/military) of the EMPLOYER shall be the responsibility of the PARTY calling such witnesses and shall be at the expense of that PARTY. The PARTIES shall, upon request of the other PARTY, permit inspection of pertinent records insofar as permissible without violating laws, regulation, or Government policy, for the purpose of substantiating the contentions of claims of the PARTIES.

**SECTION 12. TIME FRAMES.** Time frames may be extended by mutual consent provided the extended limit is agreed to prior to expiration of the initial period. All requests for extensions, and responses thereto, will be documented in writing. Failure of the EMPLOYER to meet the time limits prescribed in paragraph 8 shall permit the employee or the UNION to move the grievance to the next step of the grievance procedure. Failure of the employee or the UNION to meet the time limits prescribed in paragraph 8 shall constitute withdrawal and termination of the grievance.

**SECTION 13. GROUP GRIEVANCE.** The UNION and the EMPLOYER agree that when several employees have an identical grievance (where no individual variations are involved), the UNION will call the aggrieved employees together and one case will be selected for processing under the grievance procedure. The employees will be advised that in processing one grievance for the group, the decision on the case will be binding on all other cases. Names of all employees involved in this procedure will be made a part of the record of the case selected for processing and when a decision is made on the grievance each employee will be individually notified.

**SECTION 14. ARBITRABILITY/GRIEVABILITY.** In the event that a dispute between the PARTIES involved issues of arbitrability or grievability, the arbitrator shall decide any such issues before proceeding to the merits.

## ARTICLE XXVI

### ARBITRATION

**SECTION 1. RIGHTS TO ARBITRATION.** If the PARTIES fail to satisfactorily resolve a grievance processed under NEGOTIATED AGRIEVANCE PROCEDURE, such grievance upon written request by either PARTY within 20 workdays following issuance of the decision shall be submitted to binding arbitration. Failure to meet the time limit prescribed above shall constitute termination of the grievance and forfeiture of the right of either PARTY to arbitration.

**SECTION 2. MANDATORY MEETING.** Within 10 days of receipt of the request for ARBITRATION by the other PARTY, a mandatory meeting will be held between the responsible Management official and the Union representative to attempt a resolution of the grievance and a last chance settlement.

**SECTION 3. SELECTING THE ARBITRATOR.** Within 10 workdays from the date one PARTY receives written notification from the other, the moving PARTY shall obtain a list of seven arbitrators from the Federal Mediation and Conciliation Service. Within 10 workdays following receipt of said list, the PARTIES will meet to select an arbitrator. The EMPLOYER and the UNION will each strike one name from the list and will repeat the procedure until only one name remains. The decision on who will strike the first name will be decided by the toss of a coin. As an alternative to the above procedure, the PARTIES may mutually agree on an arbitrator at any time.

**SECTION 4. SUBMISSION.** Following selection of the arbitrator and receipt of his/her acceptance, the PARTIES will prepare a joint letter submitting the matter in dispute. The letter shall present, in question form, the matter on which arbitration is sought. It may contain mutually agreed upon stipulations of fact, and it may be accompanied by any documents the PARTIES mutually agree should be submitted to the arbitrator in advance of the hearing, but which may not necessarily be stipulations of fact. This does not restrict either PARTY from submitting further documentation at the time of the hearing. A post hearing brief, if submitted by either PARTY, will be served on the other PARTY no later than the deadline date for briefs established by the arbitrator.

**SECTION 5. ARBITRATION PROCEDURES.** The arbitration hearing shall be held during the regular day shift working hours, Monday through Friday, and on the EMPLOYERS premises. A reasonable number of witnesses who have direct knowledge of the facts concerning the case may be requested by the EMPLOYER and the UNION. Any employee in a duty status whose presence is required in connection with the hearing shall be in a pay status without charge to annual leave while participating in the arbitration proceedings. Employee participants on shifts other than the regular day shift will be temporarily placed on the regular day shift for the time of the hearing in which they are involved. An employee on suspension, unauthorized absences, furlough, or leave without pay will not be in a pay status while attending the arbitration hearing.

**SECTION 6. AUTHORITY.** The arbitrator's authority is limited to the adjudication of issues which were raised in the grievance procedure. The arbitrator shall not have the authority to add to, subtract from, or modify any of the terms of this Agreement, or any supplement thereto.

**SECTION 7. DECISIONS.** The arbitrator will be requested by the PARTIES to render a decision as quickly as possible, but not later than 30 calendar days after the conclusion of the hearing unless the PARTIES agree otherwise. The arbitrator may be requested to render a bench decision if the PARTIES so agree.

**SECTION 8. EXCEPTIONS.** The arbitrator's award will be binding on the PARTIES except that the UNION or the EMPLOYER may file an exception to the award with the Federal Labor Relations Authority (FLRA), 5 USC 7122.

**SECTION 9. TIME FRAMES.** The time limits in this Article may be extended by mutual agreement of the EMPLOYER and the UNION.

**SECTION IO. FEES AND EXPENSES.** The fee and expenses of the arbitrator shall be borne by the loser. When the arbitrator's decision is not a clear loss for either side, the arbitrator shall submit equal requests for payment to both PARTIES. The arbitrator's fee, per diem and travel allowance shall be set in accordance with applicable regulations. The hearing may be tape recorded by either PARTY. However, the PARTY tape recording the proceedings agree to furnish a copy to the other PARTY. It is further agreed that such recording shall not be used as evidence in further litigation of the grievance or subsequent hearings, or in judicial proceedings. Each PARTY is responsible for ordering their own transcripts. The PARTIES and the arbitrator will agree in writing, in advance, on the cost items, rates pertaining thereto and other appropriate matters.

## ARTICLE XXVII

### SAFETY AND HEALTH

**SECTION 1. GENERAL.** The EMPLOYER will continue to make every effort to provide and maintain safe working conditions and industrial health protection for the employees. The UNION will encourage all employees to work in a safe manner.

**SECTION 2. MUTUAL SUPPORT.** Employees will be encouraged by the UNION and the EMPLOYER to be alert for unsafe practices, equipment, and conditions as well as environmental conditions in their immediate area which represent industrial health hazards. When apparently unsafe or unhealthy conditions are observed by the employees, they shall report them to their immediate supervisor.

**SECTION 3. UNION REPRESENTATION.** The EMPLOYER and the UNION will cooperate in a continuing effort to eliminate accidents and health hazards. In furthering this objective, the UNION will have one representative on any advisory committee which deals with matters of safety and health, as authorized by law and regulation.

**SECTION 4. UNSAFE CONDITIONS.** Employees will be provided with the proper equipment and appropriate training when performing duties involving physical hazards. If the employee believes that the assigned duties endanger health or well-being, the employee shall immediately notify the supervisor. The supervisor shall promptly investigate and ascertain the validity of the hazard. If appropriate and possible, the supervisor will take corrective action. In those cases in which the employee reasonably believes there is 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, the employee may refuse to carry out the supervisor's instructions. The employee acknowledges that if subsequent investigation reveals that there was no basis for refusing to perform the duties, disciplinary action may be taken. Employee complaints relating to unsafe conditions may be grieved under the provisions of this Agreement.

**SECTION 5. TRANSPORT OF DISABLED EMPLOYEE.** The EMPLOYER will furnish or procure transportation for individuals who are injured or become ill while on the job or within the Activity, when, in the opinion of the Medical Department, such individuals are not physically able to proceed without assistance to their homes or appropriate medical facilities.

**SECTION 6. HEALTH SERVICE.** The EMPLOYER agrees to continue to provide, in accordance with applicable laws, regulations and local directives, occupational health services and emergency care for on-the-job injuries and/or illness.

**SECTION 7. ON-THE-JOB-INJURIES OR ILLNESS.** Employees should immediately report all injuries or illnesses that occur on the job, no matter how slight.

a. In case of an on-the-job injury or illness, the injured employee's supervisor will, as soon as possible, explain to the employee rights and options under the Long Shore and Harbor Worker Compensation Act, supply the employee with the appropriate accident reporting form (currently MCCS 76A), and assist the employee in properly completing the forms. Upon request, the injured employees shall be supplied with a copy of the completed claim forms. Employees will be informed of their right to choose any physician or medical facility for initial treatment.

b. The EMPLOYER shall process and promptly forward to the U.S. Department of Labor all necessary employee and EMPLOYER documentation required when an employee sustains an on-the-job-injury or contracts an occupational disease and elects to file a claim.

c. Employees who are temporarily unable to perform their regularly assigned duties because of an on-the-job injury, but who are capable of returning to or remaining in a duty status, may be detailed to work assignments compatible with their physical condition, or their regularly assigned duties may be temporarily tailored to accommodate the physical limitation.

d. As soon as practicable after official notification to the nearest of kin, the EMPLOYER shall notify the UNION of dismemberment or death of an employee in the Unit so that the UNION may extend UNION benefits to which the employee and/or the employee's family may be entitled.

**SECTION 8. PROTECTIVE DEVICES.** Protective devices required by the EMPLOYER shall be furnished by the EMPLOYER and used by the employee as prescribed by existing regulations.



**SECTION 9. FITNESS FOR DUTY EXAMS.** An employee may request a fitness-for-duty examination to determine eligibility for disability retirement or the physical/mental ability to perform the duties of an assigned position. This examination, if ordered by the EMPLOYER, will be at no cost to the employee. The employee's request must be accompanied by pertinent medical records as determined by the examining physician.

**SECTION 10. CORRECTIVE ACTION.** The EMPLOYER shall promptly initiate corrective action regarding safety and health hazards that are reported by the employees or found in inspections.

**SECTION 11. TRAINING.** The EMPLOYER recognizes the need for trained safety committee members and will fund the training consistent with the Employer's need and workload requirements.

**SECTION 12. SMOKING POLICY.** The EMPLOYER and the UNION agree that smoking in the workplace will be in accordance with the higher directives.

## ARTICLE XXVIII

### REASONABLE ACCOMMODATION

**SECTION 1. REASONABLE ACCOMMODATION** is any modification or adjustment to a work environment that will enable any qualified EMPLOYEE to perform the essential functions of the assigned position. The EMPLOYER will invoke Reasonable Accommodation when an EMPLOYEE reports that they are unable to perform the duties assigned, based on a non-work related, medical condition provided the condition is substantiated by specific medical documentation as outlined in MCCSO 12753.1.

## **ARTICLE XXIX**

### **DRUG FREE WORKPLACE**

**SECTION 1. DRUG FREE WORKPLACE.** The PARTIES agree that illegal drug use is a threat to our society and specifically to employees at Marine Corps Base Camp Pendleton (MCBCP). Recognizing this, the PARTIES will work together to ensure a drug free work place for all employees.

## ARTICLEXXX

### EQUAL EMPLOYMENT OPPORTUNITY

**SECTION 1. GENERAL.** It is the positive and continuing policy of the UNION and the EMPLOYER that all qualified persons are assured equal opportunities in employment matters. Discrimination on the basis of race, color, creed, age, sex, national origin, physical handicap, mental handicap or reprisal for prior complaint involvement is prohibited. The EMPLOYER will continue to solicit and welcome constructive contributions from the UNION toward the Activity's goal of a totally integrated workforce.

**SECTION 2. JOINT SOLUTIONS.** The EMPLOYER and the UNION will jointly seek solution to equal employment opportunity problems through personnel management procedures and programs provided in this Agreement and in EMPLOYER's regulations.

**SECTION 3. UNION/EEO PLANNING COMMITTEE REPRESENTATIVE.** The UNION may nominate one representative to serve on the base EEO Planning Committee which serves in a staff advisory capacity to the Deputy EEO Officer.

**SECTION 4. EEO PROGRAM.** The EMPLOYER will take the action deemed necessary to effectively administer the EEO Program in accordance with applicable laws, rules and regulations.

**SECTION 5. MISFILED COMPLAINT.** It is mutually agreed between the PARTIES that an informal allegation or complaint of discrimination which has been determined as not appropriate for the EEO complaint procedures may be pursued under the Negotiated Grievance Procedure. This does not apply to a formal EEO complaint and does not apply to an informal complaint which has not met the time limits prescribed in Code of Federal Regulations Section 1614 (1999). The election to pursue the complaint under the Negotiated Grievance Procedure must be exercised within 10 workdays after receipt of the notification that the complaint was not appropriate for resolution under the EEO procedures.

## ARTICLE XXXI

### VOLUNTARY ALLOTMENT OF UNION DUES

**SECTION 1. GENERAL.** The EMPLOYER shall deduct dues from the pay of all eligible employees who voluntarily authorize such deductions and who are employees of the Unit for which the UNION holds exclusive recognition, in accordance with the provisions set forth below.

**SECTION 2. DEDUCTIONS.** UNION dues shall be deducted by the EMPLOYER from the employee's pay each biweekly payroll period when the following conditions have been met:

- a. The employee is a member of good standing of the UNION or has signed up for membership in the UNION subject to the payment of the first month's dues through voluntary allotment as provided herein.
- b. The employee's earnings are regularly sufficient to cover the amount of the allotment.
- c. The employee has voluntarily authorized such a deduction on any form in writing supplied by the UNION.
- d. The UNION, through its authorized official, has completed and signed Section A of such form.
- e. Such completed form has been turned in to the EMPLOYER by the UNION.

**SECTION 3. STANDARD FORM 1187.** The UNION is responsible for purchasing the standard allotment form prescribed by the Comptroller General; distributing it to its members; certifying as to the amount of its dues; delivering completed forms to the EMPLOYER; and educating its members on the program for allotments for payment of dues, its voluntary nature, and the uses of availability of the required form.

**SECTION 4. START OF DEDUCTION.** Deduction of dues shall begin with the current pay period during which the Standard Form 1187 is delivered to the EMPLOYER providing that such Standard Form is received no later than the Friday of the first week of biweekly pay period in which the voluntary allotment is to begin.

**SECTION 5. CHANGES.** The amount of the UNION dues to be deducted each biweekly pay period shall remain as originally certified on such allotment forms until a change in the amount of such dues is certified by the authorized UNION official and such certification is transmitted to the EMPLOYER by the UNION. Such change shall begin with the first pay period after receipt of the notice of change by the EMPLOYER, or a later date if requested by the UNION.

**SECTION 6. STOPPAGE.** An employee's voluntary allotment for payment of UNION dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur.

- a. Loss of exclusive recognition by the UNION.
- b. Separation of an employee from the Unit for which the UNION holds exclusive recognition.
- c. Receipt by the EMPLOYER of notice from the UNION when a member of the Local has been expelled or suspended.
- d. Receipt by EMPLOYER from the employee of a properly executed Standard Form 1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues." After receipt of such notice by the payroll office, revocation will become effective as of the first full pay period following the anniversary date of the employee's first payroll deduction.

**SECTION 7. UNION NOTIFICATION.** Upon receipt of a properly executed Standard Form 1188 the EMPLOYER will provide a copy of such form to the UNION.

**SECTION 8. FINANCIAL OFFICER.** The UNION will immediately notify the EMPLOYER, in writing, of any changes in the name and/or address of the financial officer or other designee for the UNION.

**SECTION 9. PAYMENT PROCEDURE.** The EMPLOYER shall promptly transmit to the Treasurer of the UNION, or any other designee indicated by the UNION, after each regularly scheduled payday, all of the following:

- a. A check, drawn on the Marine Corps Community Services, and made payable to the UNION, or their designee, for the total amount of dues withheld for that pay period.

b. List in duplicate. Each list will contain the name, cost center, employee identification number and the amount of the allotment made. Each list will also include the total monetary amount of the deduction(s) for the members of the UNION and the total number of allotment deductions.

## ARTICLE XXXII

### COMPENSATION

**SECTION 1. COMPENSATION PROGRAM.** As budgets and profit performance permit, the budget for pay band employee's annual pay increase will be as follows:

- a. All pay increases for pay band employees will be based on performance.
- b. All appraisals will be standardized to 1 February. Administrative instructions to accomplish this will be issued separately.
- c. No employee with less than four months continuous service (hire date 1 October or later of the previous year) will participate in the pay for performance increase program.
- d. The effective date of employee pay increases may vary based on EMPLOYER needs.
- e. In special cases, where the position being rewarded has "capped", the pay increase may be made as a cash award. The determination to award cash instead of a pay increase is a determination of management and cannot be grieved under this agreement.
- f. If budgets permit, pay increases will be varied by performance rating from the overall ratings of Outstanding, Excellent to Satisfactory.
- g. Budgets permitting, additional discretionary pay increase fundings may be available to the directors each year, in addition to those funds dictated by this article.

**SECTION 2. PROFIT SHARING.** Management agrees, subject to the following conditions, that after each year's financial close, net profits in excess of budgeted planned profits, will be shared with the employees of the company. Conditions that govern such profit sharing are:

- a. Employees must be actively employed on the date the profit distribution is paid.
- b. Employees must have been hired on or before 31 August of the prior calendar year and have five or more months of continuous service as of the end of the fiscal year.
- c. Thirty percent of adjusted profits in excess of budget will be shared. All employees of MCCS, meeting all conditions of this article, will participate equally in the distribution.



d. Year-end financial results will be manually reduced by an increase of appropriated funds received during the fiscal year so as not to amplify profit with taxpayer's money. This reduction will be completed prior to calculating the 30 percent distribution total.

e. The distribution will be paid through the payroll system on the first applicable pay day after year-end close.

## ARTICLE XXXIII

### DURATION AND DISTRIBUTION OF AGREEMENT

**SECTION 1. DURATION.** The effective date of the Agreement shall be the date of approval by the Department of Defense or on the 31<sup>st</sup> day after execution of this Agreement, if the Department of Defense has neither approved nor disapproved the Agreement. It shall terminate three years after the effective date. It will remain in effect for yearly periods thereafter, automatically renewing itself on the day after the anniversary of the termination date, unless either PARTY services the other with written notice, not more than 105 calendar days nor less than 60 calendar days prior to the expiration date, of its desire to terminate or modify this Agreement. Automatic renewal of the Agreement is subject to the approval of the Department of Defense.

**SECTION 2. MODIFICATION/AMENDMENT.** With the mutual consent of both PARTIES, this written Agreement may be amended as required to comply with law, or as desired with a portion of the Agreement may be improved or is found to be unworkable or defective. Requests for amendments shall be in writing and must be accompanied by a summary of the modifications or amendments proposed. Representatives of the EMPLOYER and the UNION will meet, if both PARTIES agree to consider the matter. No changes other than those required or covered by the summary shall be considered.

**SECTION 3. PRINTING AND DISTRIBUTION.** The EMPLOYER will print this Agreement with the print size and style of the Marine Corps Base, Camp Pendleton Agreement. The EMPLOYER will provide copies of this Agreement to all eligible employees and 100 additional copies to the UNION. Any reasonable number of additional copies requested by the UNION will be furnished at no charge. The effective date of the Agreement shall be printed on the cover.

IN WITNESS WHEREOF the PARTIES hereto have entered into this Agreement on this 23rd day of February 2004.

FOR THE UNION:

FOR THE EMPLOYER

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President  
Federation of Federal Employees, Local 919  
Marine Corps Base, Camp Pendleton  
Chief Negotiator

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Director, Human Resources Division  
Marine Corps Community Services O140  
Marine Corps Base, Camp Pendleton  
Negotiator

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Chief Steward  
Federation of Federal Employees, Local 919  
Marine Corps Base, Camp Pendleton  
Negotiator

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Labor Specialist, Human Resources  
Marine Corps Community Services O140  
Marine Corps Base, Camp Pendleton  
Chief Negotiator

## DEFINITIONS

**ACT, The.** Title VII of the CIVIL SERVICE REFORM ACT OF 1978 (CSRA) which governs Federal Sector Labor/Management Relations.

**ARBITRATION.** Method of settling grievance disputes through recourse to an impartial third party whose decisions are usually final and binding. May be invoked only by the UNION or the EMPLOYER.

**BBA's- BUSINESS BASED ACTIONS.** Nondisciplinary, involuntary, adverse personnel actions necessary to conduct business in an effective and efficient manner. BBA's include, but are not limited to:

- a. Separation (permanent, as in reduction of force) and/or furlough (temporary layoff, which can be for a definite or indefinite period of time, and which can be continuous or intermittent).
- b. Reduction in pay (within the same classification level).
- c. Reduction in hours of work (when it affects the employment category, i.e., full time to part time).
- d. Reduction in classification level (e.g., NF-2 to NF-1). This might result from a reorganization, realignment of workload, or elimination of duties or responsibilities from a position.
- e. Change in category of employment, i.e., regular to flexible or full time to part time. This does not necessarily entail a change in the basic pay of the employee, but does impact on total compensation and benefits.
- f. Reduction in classification level to correct a classification error, including initial placement in a level upon implementation of EXPO-18. this is the only action which entitles employees to saved pay, if they are otherwise qualified.

**DESIGNATED REPRESENTATIVE.** Individual designated by the Senior Command Official or UNION President to act on their behalf.

**DIVISION DIRECTOR.** Individual assigned total responsibility and held accountable for the assigned Division. Directs under the cognizance of the Assistant Chief of Staff, Marine Corps Community Services.

**EEO - EQUAL EMPLOYMENT OPPORTUNITY.** Federal policy to provide equal employment opportunity for all; to prohibit discrimination on the grounds of age, race, color, religion, sex, national origin, disability or retaliation.

**EMERGENCY LEAVE.** Nothing more than annual leave requested under a condition which prevented the employee from giving the required one working day notice (not including days off), and which is so compelling that the employee cannot postpone attending to it.

**EMPLOYEE(S).** Applies to employees of the bargaining Unit of MCCA #0140 as certified by the FLRA and represented by the UNION.

**EMPLOYER.** MCCA #0140

**ENVIRONMENTAL PAY.** Additional pay authorized for duty involving severe hazards or working conditions which have not been practically eliminated (See FPM Supplement 532-2 Appendix J). Further information may be obtained at either the UNION Office or the MCCA Human Resources Office.

**FLRA- FEDERAL LABOR RELATIONS AUTHORITY.** The body which is responsible for administering and interpreting the ACT, deciding labor policy issues, prescribing regulations, and making decisions on Unit determinations, unfair labor practice charges, national consultation rights, negotiability, disputes, and exceptions to arbitrators' awards.

**FMCS - FEDERAL MEDIATION AND CONCILIATION SERVICE.** An independent Federal agency which provides mediators to assist parties involved in negotiations or in a labor dispute in reaching a settlement; provides lists of suitable arbitrators on request; and engages in various types of "preventative mediation."

**HEAD OF LOCAL NAFL.** Assistant Chief of Staff, Marine Corps Community Services 0140, Marine Corps Base, Camp Pendleton.

**MANAGEMENT OFFICIAL.** Individual assigned total responsibility and held accountable for the assigned Activity. This is generally at the Division Director level and above.

**MANAGER.** Individual assigned total responsibility and held accountable for the assigned Activity or operation. Directs under the cognizance of the Division Director or an assigned Branch Manager.

**PARTIES.** The EMPLOYER and the UNION.

**REASONABLE AMOUNT OF TIME.** 5 workdays from the date of filing of Step 2 of the formal grievance process.

**REGULAR FULL-TIME (RFT) EMPLOYEES.** RFT employees serve in continuing positions on a regularly scheduled workweek of 35 hours or more.

**REGULAR PART-TIME (RPT) EMPLOYEES.** RPT employees serve in continuing positions for a minimum of 20 hours per week, but fewer than 35 hours per week on a regularly scheduled basis.

**SENIOR COMMAND OFFICIAL.** For the purpose of this Agreement, Senior Command Official refers to: Commanding General, Marine Corps Base, Camp Pendleton; and the Director, Marine Corps Community Services, Activity #0140, Marine Corps Base, Camp Pendleton.

**SHIFT.** A regularly scheduled period of work during the 24 hour day for the EMPLOYER. The shift has a fixed beginning and ending each day. A shift can be referred to as a fixed shift, rotating shift, split shift, or swing shift.

**SUPERVISOR.** An individual employed by an Activity who has the authority to recommend new hires, direct, assign, recommend promotions, rewards, and transfers. A supervisor may recall, recommend suspension or other discipline to include the removal of an employee. Directs under the cognizance of the Manager assigned to the Activity or Operation.

**TAD - TEMPORARY ADDITIONAL DUTY.** Travel to one or more places away from a permanent duty station to perform duties for a temporary period of time and upon completion of assignment return or proceed to permanent duty station.

**ULP - UNFAIR LABOR PRACTICE.** Actions on the part of agency management and labor organizations which violate rights granted under the Federal Labor Management Relations Statute.

**UNION.** NFFE Local 919.

**UNION OFFICER.** Union President who is elected or appointed to conduct the Administrative operations of the Local 919.

**UNION REPRESENTATIVE.** Any accredited National Representative of the UNION, and the duly elected or appointed officials of the Local, including stewards.

**WEINGARTEN RIGHTS.** The right of an employee to have UNION representation, upon request, in connection with an investigation when the employee reasonably believes that the investigation may result in disciplinary action.

**MCCS**  
**WEINGARTEN RIGHTS**

The Supreme Court has ruled that any employee who is a member of the bargaining unit is entitled to Union representation during any interview, which might result in his or her discipline. These are called Weingarten Rights.

If you are a Regular full-time or a Regular part-time employee, who is not probationary, flexible, supervisory or managerial, important elements to observe are:

(1) You are entitled to Union representation if you have reason to believe that discipline will result from the meeting. It is your responsibility to contact the Union to request representation.

(2) You are entitled to know the subject of the meeting.

(3) You are entitled to consult with a Union representative prior to the meeting and to consult with your representative during the meeting.

(4) Never refuse to attend a meeting even if the Union representation is denied or unavailable.

(5) If Union representation is denied, contact the Labor Specialist at the MCCS Human Resources Division and report the situation.

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12000

MCCS

SEP 28

SEP 28 2000

From: Assistant Chief of Staff, Marine Corps Community Services, Marine Corps Base, Camp Pendleton, California 92055-5020  
To: Director, Office of Civilian Personnel Management, 800 North Quincy Street, Arlington, VA 22203-1198  
Via: Commandant of the Marine Corps, Marine Corps Community Services, (MRB-1), 3044 Catlin Avenue, Quantico, VA 22134-5099 (Attn: Dave Turner)

Subj: RENEWAL OF NEGOTIATED AGREEMENT

Ref: (a) Negotiated Agreement Between NAF, MWR 0140 and NFFE Local 919 CamPen CA of 04 Feb 98

1. MCCS Management and the Representatives of the National Federation of Federal Employees (NFFE) Local 919 have agreed to exercise the one year renewal option for the Negotiated Agreement as specified in the reference at Article XXXIII Section 1.

2. Your approval of this one year renewal of the Negotiated Agreement is requested. For any further information please contact

IN WITNESS WHEREOF the PARTIES hereto have entered into this Agreement on this

29<sup>th</sup> day of September 2000  
(Day) (Month)

President, Local 919  
Chief Negotiator  
National Federation of  
Federal Employees

Director, MCCS, Human Resources Division  
Negotiator  
Marine Corps Base,  
Camp Pendleton, CA 92055