



**NEGOTIATED  
AGREEMENT  
BETWEEN  
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION  
(NATCA)  
AFL-CIO  
AND  
MARINE CORPS AIR STATION  
CHERRY POINT, NORTH CAROLINA**

**7 APRIL 2005**

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## **PREAMBLE**

It is the intent and purpose of the Parties hereto to promote and improve the efficient administration of the Federal Service and the well being of Employees within the meaning of Title VII, P.L. 95-454, establish a basic understanding relative to personnel policies, practices and procedures, and matters affecting other conditions of employment and to provide means for amicable discussion and adjustment of matters of mutual interest at the Marine Corps Air Station, Cherry Point, North Carolina.

Employees covered by this Agreement shall have the full protection of all rights to which they are entitled by the Constitution of the United States.

Now, therefore, the Parties hereto agree as follows:

## **ARTICLE 1**

### **PARTIES TO THE AGREEMENT**

Section 1. This Agreement is made by and between the National Air Traffic Controllers Association, AFL-CIO, hereafter referred to as the "Union", and the Department of the Navy, United States Marine Corps, Marine Corps Air Station, Cherry Point, North Carolina, hereinafter referred to as the "Employer."

Section 2. The Employer hereby recognizes that the Union is the Exclusive Representative of all Employees in the Unit as described in Section 3 below.

Section 3. The Employer hereby recognizes the Union as the exclusive bargaining representative of all Employees classified as GS-2152, Air Traffic Control Specialist employed at U.S. Marine Corps Air Station, Cherry Point, North Carolina, as certified by the Federal Labor Relations Authority (FLRA) on September 6, 1990, see Appendix A of this Agreement. Excluded are all Professional Employees, Management Officials, Supervisors, and Employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6), and (7).

Section 4. If the Unit described in Section 3 is modified by the FLRA, this Agreement shall apply to the Unit as modified, in accordance with applicable law, rule, and regulation.

## **ARTICLE 2**

### **UNION REPRESENTATION/OFFICIAL TIME**

Section 1. The Employer recognizes the local President's authority for administration of this negotiated agreement and for dealing with the Employer on issues and concerns affecting BUEs, grievances, and other appropriate matters.

Section 2. The local President of the Union may designate a minimum of one (1) designee to meet/deal with the Air Traffic Control Facility Officer (ATCFO) and/or his/her designee. Unless otherwise designated by the Union, the local President of the Union and/or his/her designee are the only Union representatives authorized to bind the Union to any agreements and/or settlements made between the Parties. The local President of the Union will designate from among the Employees in the Unit, one (1) Union representative for each (ATC) Crew. The Union representatives specified in this section are the only individuals authorized to serve as bargaining unit employee representatives in dealings with management officials.

Section 3. During the conduct of mutually agreed upon meetings to discuss Union related business with the Employer, the Union representative, if he/she desires, may be accompanied by one (1) other Union representative. If other management officials and/or agents are present, the Union shall be afforded additional representatives in equal numbers. All Union representatives shall be on official time, in accordance with 5 U.S.C. 7131.

Section 4. The Employer agrees to meet with National and Regional level officials or their designees at mutually agreeable times and places.

Section 5. As specifically provided under 5 U.S.C. 7114 (a)(2)(A), the Union shall be given advance notice and the opportunity to designate a representative to attend any formal discussion between one (1) or more representatives of the Employer and one (1) or more BUEs in the unit or their representatives concerning any grievance or any personnel policies or practices, or other general condition of employment. The Employer shall advise the Union at the corresponding level, in advance, of the subject matter.

Section 6. The Employer agrees to authorize Union representatives a reasonable amount of official time to prepare for meetings with management officials and to perform the duties of their office. Meetings with the Employer, formal or informal, shall be on official time.

Section 7. Any Union representative, upon his/her request, will be allowed access for representational purposes (consistent with security requirements) to any facility leased, owned, or otherwise occupied by the Employer where BUEs are located.

Section 8. Unless prohibited by operational requirements, each calendar year, the Union will be granted up to a total of one hundred and twenty eight (128) hours of official time, for use by the Union to attend annual Union conferences, conventions, Union representative courses, and/or to receive information, briefings, or orientation by the Union, Employer, or other appropriate agencies relating to the Federal Labor Relations Program. Such meetings may be held locally, regionally, or nationally. The Union will provide the Employer with an agenda of topics to which the BUEs will be attending. With mutual agreement, these time limit(s) may be extended. Individual BUEs may be allowed to take Annual Leave and/or Leave without Pay to attend these events.

Section 9. A Union representative shall be allowed up to one (1) hour for private orientation of new BUEs. During the orientation briefing, it is understood that the Union Representative may not perform internal business of the labor organization as prohibited by 5 U.S.C. 7131(b).

Section 10. The Employer recognizes the right of Union representatives to express the views of the Union, without fear of harassment, intimidation or reprisal, provided those views are identified as Union views. This does not preclude the exercise of any management right in accordance with 5 U.S.C. 7106.

Section 11. Unless operational conditions exist, the Employer may allow up to one (1) BUE at any time to serve within National and Regional Union official positions. Upon request of the Union, the BUE will be granted Leave Without Pay (LWOP) concurrent and consistent with elected terms of office or appointment. Each request by the Union for a BUE to fill this capacity shall be for a specified period and shall be certified by the national office of the Union. A BUE on LWOP shall be entitled to all benefits provided by law, rule or regulation. Upon request, BUEs will be returned to their duty station.

Section 12. The ATCFO or his/her designee shall notify the local Union President, or his/her designee, as soon as practical whenever a BUE is hired, transferred, promoted, reassigned, or has resigned, retired, or died.

### **ARTICLE 3**

#### **UNION INFORMATION AND USE OF EMPLOYER'S FACILITIES**

Section 1. The Employer will provide the Union a separate bulletin board, for the posting of Union materials. The bulletin board shall have a surface area of at least fifteen (15) square feet with a locking glass cover. The placement of the bulletin board shall be mutually agreeable to the parties.

Section 2. The Union will be permitted to distribute materials to BUEs in non-work areas during non-duty times.

Section 3. The local President and/or his/her designee may be given reasonable access to base, local, DSN, telephone lines, copy machines, fax machines, and audio-visual equipment for the purpose of conducting official labor relations business. This section shall not be used to conduct internal Union business. Unless determined to be official business by the Employer, the Union will be responsible for reimbursement of all long distance telephone calls made on government lines.

Section 4. The Employer will provide suitable shelf space to the Union for use as a library for Union acquired publications.

Section 5. The Employer will provide to the Union, secure office space protected from the elements, two (2) phone lines, two (2) phones, and excess office/furniture equipment. The Union may utilize one of these phone lines for internet services, however, the Union shall pay any associated fees with this service and will comply with applicable regulations associated with internet usage. Such space shall be an office which will provide meeting space that protects the confidentiality of any discussion. Upon the Union's request, the parties will meet and negotiate upgrades to the Union's office space and equipment.

Section 6. The Employer will approve the Union's use of facility space, if available, at no cost to the Union for periodic meetings with BUEs in the Unit. BUEs in a non-duty status shall be allowed to attend these Union meetings.

Section 7. To protect the privacy of the BUEs, the Employer will provide individual mail slots/boxes for each BUE. The Union may place literature in the mail slots/boxes during non-duty times.

Section 8. The Union will be permitted to place Union reading binders adjacent to the Employer's general information binders. The binders shall be clearly identified as Union materials. Binders shall be provided by the Employer.



Section 9. If available, Union representatives may use the Employer's electronic mail to communicate with the Employer and the Union, and may access the Employer's Intranet and related links to the Internet to obtain information/documents necessary for official representational duties in accordance with this Agreement and applicable Employer directives and policies.

Section 10. The Employer will provide a break room for use by BUEs. Upon the request of the Union, the Parties will meet and negotiate break room issues.

Section 11. The Employer agrees to provide BUEs access to vending machines. The Snackery located in Building 199 shall remain accessible to BUEs during its hours of operation. Any changes to the above items shall be negotiated in accordance with Article 7 of this Agreement.

## **ARTICLE 4 EMPLOYEE RIGHTS**

Section 1. Each Employee of the Bargaining Unit has the right, freely and without fear of penalty or reprisal, to form, join and assist the Union or to refrain from any such activity, and each Employee shall be protected in the exercise of this right. Except as otherwise expressly provided in the Civil Service Reform Act of 1978, the right to assist the Union extends to participation in the capacity of Union Representative, including presentation of its views to officials of the Executive Branch, Congress, or other appropriate authority. The Employer shall take action required to assure that Employees in the Bargaining Unit are apprised of their rights under the Civil Service Reform Act of 1978 and that no interference, restraint, coercion, or discrimination is practiced by the Employer, to encourage or discourage membership in the Union.

Section 2. Employees shall not be subjected to prohibited personnel practices as defined in Title 5 U.S.C. 2302.

Section 3. An employee's off-the-job conduct shall not result in disciplinary action, unless such conduct hampers his/her effectiveness as an employee or affects the public's confidence in the Agency.

Section 4. The Employer will handle debt complaint matters in accordance with the Debt Collection Improvement Act of 1996. The Employer will not assist a creditor or process server in any manner, except as required by law, rule or regulation. No employee shall have disciplinary action taken against him/her because of an occasional debt complaint, unless it is established that the employee's non-payment of a just debt has or will have a harmful effect on the performance of his/her duties, or the ability of the Employer to perform its assigned mission.

Section 5. Employee participation in charitable drives and U.S. Savings Bond campaigns shall be in accordance with 5 CFR 950, Subpart A, and is voluntary. The Employer will not schedule mandatory briefings/meetings to discuss charitable drives or U.S. Savings Bond participation. Solicitations may be made, but no pressure shall be brought to bear on Employees to make

monetary contributions to such programs. Any and all postings of flyers, bulletins, posters, etc., concerning those matters covered by 5 CFR 950, Subpart D, shall be concurrent with the time period defined therein. The quantity of postings and placement of such material shall be reasonable.

Section 6. The Employer's nepotism policies shall be uniformly administered throughout the Bargaining Unit.

Section 7. The Employer shall not take or fail to take any personnel action with respect to any Employee as a reprisal for the exercise of any appeal right granted by law, rule, regulation or the terms of this Agreement. This does not preclude the exercising of any Employer rights under 5 U.S.C. 7106.

Section 8. BUEs shall have access to the Air Traffic Control Facility after prior coordination with and concurrence of the Facility Watch Supervisor (FWS) or Controller-in-Charge (CIC). BUEs may have access to any of the Employer's facilities after prior coordination with the management of the facility to be visited.

Section 9. Without FWS/CIC approval, radios, television sets, computers, and other electronic devices will not be permitted in designated work areas within the facility. The designated work areas are the Radar Room, the Tower Cab, and the ATCF classroom. Pagers/cellular phones will be allowed within work areas so long as their use does not interfere with the safe and efficient air traffic operation. Pagers/cellular phones must remain set on a non-audible position.

Section 10. In the performance of his/her official duties, or when acting within the scope of his/her employment, the Employee is entitled to all protections under law, including but not limited to, the Federal Employees Liability Reform and Tort Compensation Act of 1988, 28 U.S.C. 171 regarding personal liability for damages, loss of property, personal injury, or death caused by the negligent or wrongful act or omission of the Employee.

Section 11. BUEs may make claims for damage to or loss of personal property resulting from incidents occurring on MCAS Cherry Point in accordance with 5 CFR 180. The Employer will furnish the required forms and assist a BUE filing same.

Section 12. BUEs are permitted access to and use of government telephones in accordance with 41 CFR.

Section 13. BUEs shall be allowed to register an unlimited number of privately owned vehicles aboard MCAS Cherry Point in accordance with applicable Air Station Orders. BUEs shall be in a duty status, if otherwise in a duty status, while registering vehicles.

## **ARTICLE 5 EMPLOYER RIGHTS**

Section 1. Except as provided for in Section 2 of this Article, nothing shall effect the authority of any Management Official of the Employer;

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

b. in accordance with applicable laws-

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

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

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

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

(b) any other appropriate source; and

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

Section 2. Nothing in this Article shall preclude the Employer and the Union from negotiating;

a. at the election of the Agency, on the numbers, types, and grades of Employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work;

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

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

## **ARTICLE 6 REPRESENTATION RIGHTS**

Section 1. When it is known in advance that the subject of a meeting is to discuss or investigate a disciplinary, or potential disciplinary situation, the BUE shall be so notified of the subject matter in

advance. The BUE shall be given a reasonable opportunity both to obtain union representation and confer confidentially with the representative before the beginning of the meeting. If during the course of a meeting it becomes apparent that discipline or potential discipline could arise, upon request, the meeting will be stopped and the BUE shall be provided a reasonable opportunity to both obtain representation and confer confidentially before proceeding. The Union retains the right to determine its representatives in accordance with Article 2 of this Agreement. This section applies to meetings conducted by all Management Representatives.

Section 2. The Employer recognizes the right of the Union to be represented at any formal discussion between Management and one or more BUEs or their Representatives concerning any grievances, personnel policies and practices, or other matters affecting working conditions of Employees in the Unit. The Employer shall provide advance notification to the Union and will advise the Union of the subject matter and intended agenda. The Union shall be given an opportunity to designate a Representative to such meetings.

Section 3. Any discussions, meetings or investigations conducted under Sections 1 and 2 will be postponed for a reasonable period of time until any designated Union representative is available.

Section 4. The provisions of this Article also govern those investigations, meetings, and discussions held through any electronic medium. Discussions in regard to this Article will not be accomplished by telephone except by mutual consent of the Employer, BUEs, and the Union.

Section 5. Representatives who are a subject of, or have a potential conflict of interest in an investigation, shall not represent a BUE in that investigation.

Section 6. A Union representative, while performing his/her representational duties, will not be required to disclose information obtained from a BUEs who is the subject of an investigation, unless the confidentiality of the conversation with that BUEs is waived by the representative, or an overriding need for the information is established.

## **ARTICLE 7**

### **MID TERM BARGAINING/CHANGES IN WORKING CONDITIONS**

Section 1. Matters appropriate for negotiation between the Parties are personnel policies, practices, and matters affecting working conditions in accordance with the Federal Service Labor-Management Relations Statute.

Section 2. It is recognized that this Agreement is not all-inclusive. The fact that certain working conditions have not been specifically covered in the Agreement does not lessen the responsibility but rather compels either Party to meet with the other for discussion and exchange of views in an effort to find mutually satisfactory solutions to matters not covered by this Agreement.

Section 3. It is agreed that all personnel policies, practices, and matters affecting working conditions, not specifically covered by this Agreement, shall not be changed or implemented by

the Employer without prior notice, to and appropriate negotiations with the Union in accordance with the Federal Service Labor-Management Relations Statute.

Section 4. For the purpose of this Agreement, negotiation means the performance of the mutual obligation of the Parties to meet at reasonable times and bargain in good faith to reach agreement with respect to the conditions of employment affecting BUEs and to execute, if requested by either Party, a written document incorporating any agreement reached.

Section 5. It is agreed that the Employer will provide the Union with an advance notice of any change(s), in written form if requested by the Union, to personnel policies, practices, procedures, and other matters concerning working conditions. The Employer will negotiate with the Union regarding the provisions of the proposed change, in written form if requested, provided the request is made within ten (10) calendar days after notification of the change(s).

Section 6. The Union may initiate bargaining in accordance with the Federal Service Labor-Management Relations Statute on personnel policies, practice(s), and matters affecting working conditions during the term of this Agreement on matters not specifically covered by this Agreement.

Section 7. Unless otherwise agreed to, the Parties will meet within fifteen (15) calendar days of a request to bargain for the purpose of reaching an agreement. All such meetings shall be at mutually agreeable times and places.

Section 8. If the parties are unable to reach an agreement within thirty (30) calendar days of commencing negotiations, the parties by mutual consent may elect to extend the negotiation period. If the matter has reached impasse, the party declaring impasse must request assistance from the Federal Mediation and Conciliation Service (FMCS) within ten (10) calendar days, or the Employer may implement. If mediation does not resolve the dispute, the parties will request assistance from the Federal Services Impasse Panel (FSIP) within ten (10) calendar days.

Section 9. When conducting negotiations, designated Union Representatives will be on official time in accordance with 5 U.S.C. 7131. The Employer agrees to adjust the schedules of Union Representatives to allow them to participate in a duty status.

Section 10. Unless a compelling need exists, the Employer shall not implement the proposed change(s) prior to completion of full and proper negotiations, except as provided for in Section 8 of this Article. BUEs involved within these negotiations will be on official time, if otherwise in a duty status, for any third party proceeding, including but not limited to, preparation and investigation.

Section 11. Memorandums of Understanding (MOU)/Memorandums of Agreements (MOA) between the Parties entered into after the effective date of this agreement will be numbered consecutively with a copy provided to the Union, the ATCFO or his designee, and the Labor and Employee Relations Office, CHRO-E.

## **ARTICLE 8 PROBLEM SOLVING**

Section 1. The Parties recognize that the traditional methods of dispute resolution (e.g., grievance/arbitration and unfair labor practice charges) are reactive and not always the most efficient means of problem resolution. The Parties also understand that an early and open exchange of information is essential to clearly address the concerns or reservations of each Party. Therefore, the Parties agree to use the provisions of this Article to the fullest extent possible before resorting to other avenues of dispute resolution.

Section 2. The Parties to this Agreement support the following technique:

a. When a complaint/problem/concern arises, the BUE, the Union or the Employer may notify the other affected Parties within ten (10) days of the event giving rise to the complaint/problem/concern. A meeting will be held within ten (10) days of notification, which will include BUEs, the Union Representative and appropriate management representative. The party invoking the procedures outlined in this Article, whether the Union or the Employer, shall notify the other party.

b. The purpose of the meeting is to allow the BUE, the Union and the Employer to freely present, receive and/or exchange information and their views on the situation, and to seek opportunities for problem resolution.

c. If the Parties are unable to resolve the issue under this Article, the Employer shall render a decision within ten (10) days of the meeting. Once the decision has been rendered, and if appropriate, the BUE may proceed with Article 9, Section 9, Step 1. The time limits in Article 9 begin when the decision under this Article is rendered.

Section 3. This Article shall not diminish the Employer's right to discipline, where otherwise appropriate, nor shall this Article affect the rights of the Employer, the Union, or the BUE's rights under Article 9 of this Agreement.

## **ARTICLE 9 GRIEVANCE PROCEDURE**

Section 1. A grievance will be defined as any complaint:

- a. By any BUE concerning any matter relating to the employment of the BUE;
- b. By the Union concerning any matter relating to the employment of any BUE; or
- c. By a BUE or either Party concerning any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment, as provided in applicable rule, law, regulation, or this Agreement.

The Employer recognizes that BUE(s) are entitled to file and seek resolution of grievances under the provisions of the negotiated grievance procedure. The Employer agrees not to interfere with, restrain, coerce, or engage in any reprisal against any BUE or Union representative for exercising rights under this Article.

Section 2. This procedure provides for the timely consideration of grievances. Except as limited or modified by Section(s) 3, 4, 5, and/or 8, it will be the exclusive procedure available to the Parties and the BUES in the Unit for resolving grievances. Any BUE, group of BUEs, or either Party may file a grievance under this procedure. The Parties will cooperate to resolve grievances informally at the earliest possible time at the lowest supervisory level. The Parties, consistent with the provisions of this Article, recognize that the joint problem solving procedures of Article 8 may be used to resolve problems through a proactive approach before resorting to formal dispute resolution procedures.

Section 3. This procedure will not apply to any grievance concerning:

- a. Any claimed violation of Subchapter III of Chapter 73, Title 5 U.S.C. (relating to prohibited political activities);
- b. Retirement, life insurance or health insurance;
- c. A suspension or removal under Section 7532, Title 5 U.S.C. (Relating to national security matters);
- d. Any examination, certification or appointment under Title 5 U.S.C. 7121 (c) (4);
- e. The classification of any position which does not result in the reduction-in-grade or pay of any Employee;
- f. The removal of probationers;
- g. Matters relating to overtime entitlement under the Fair Labor Standards Act (FLSA), as amended. The compliances and complaint system of the Office of Personnel Management (OPM) will be the procedure followed;
- h. Mere non-selection for promotion from a properly ranked and certified list of candidates, and;
- i. Reduction in force actions.

Section 4. In matters relating to Title 5 U.S.C. 2302 (b) (1) dealing with certain discriminatory practices, an aggrieved BUE will have the option of utilizing this grievance procedure or any other procedure available in law or regulation, but not both.

Section 5. In matters covered by Title 5 U.S.C. 4303 (Removal or reduction-in-grade for unacceptable performance) or Title 5 U.S.C. 7512 (Removal, suspension for more than fourteen

(14) days, a reduction-in-grade, a reduction-in-pay and a furlough of thirty (30) days or less) an aggrieved BUE will have the option of utilizing the negotiated grievance or the appellate procedures in Title 5 U.S.C. 7701, but not both.

Section 6. The Parties reserve their rights to all applicable statutory appeal procedures.

Section 7. BUEs are entitled to be assisted by the Union in the presentation of grievances. Any BUE or group of BUEs covered by this procedure may present grievances without the assistance of the Exclusive Representative, provided the Exclusive Representative has been given the opportunity to be present during the grievance proceedings. No other individual(s) may serve as the BUE's Representative in the processing of a grievance under this procedure, unless designated by the Union. The right of individual representation does not include the right of taking the matter to Arbitration unless the Union agrees to do so.

Section 8. In the case of grievances concerning disciplinary/adverse actions under 5 U.S.C. 75, the Union may elect to utilize the procedures of Section 9, 11, 12 or Section 16. Grievances filed under Section 9 should be submitted beginning with Step 2, rather than Step 1. Grievances under this Section must be initiated within fifteen (15) calendar days after the effective date of the disciplinary/adverse action.

Section 9. Grievances filed by Employee:

Step 1. An aggrieved BUE will file his/her grievance to his/her immediate Supervisor (who may be the ATCFO) within fifteen (15) calendar days of the event giving rise to the grievance or within fifteen (15) calendar days from the time the BUE may have been reasonably expected to have learned of the event. The grievance will be submitted, in writing, on the Parties' negotiated grievance form (Appendix B), and will contain the name of the grievant, the alleged violations(s), the corrective action desired, and the name of his/her Union Representative, if any. The aggrieved BUE and his/her Representative, if any, will be given a reasonable amount of official time to present the grievance. The Supervisor (who may be the ATCFO) will submit his/her decision, on the negotiated grievance form, to the Employee and/or his/her Union Representative, if any, within fifteen (15) calendar days after receipt of grievance. If the BUE or the Union is not satisfied with the Step 1 answer, the BUE or the Union may desire to elevate the grievance to Step 2.

Step 2. The grievance will be submitted on the negotiated grievance form, to the Airfield Operations Officer (AIROPSO) within fifteen (15) calendar days following the receipt of the answer at Step 1. The aggrieved BUE and his/her Representative, if any, will be given a reasonable amount of official time to present the grievance. The decision of the AIROPSO will be delivered, on the negotiated grievance form, to the BUE and Union Representative, if any, within fifteen (15) calendar days after receipt of delivery of Step 2. In suspension/adverse action cases, a decision will be delivered to the Employee within fifteen (15) calendar days of the date of the grievance. The decision will be delivered personally, in writing, to the BUE, and/or his/her Representative, if he/she is on duty. Otherwise, another appropriate method of delivery will be used wherein the delivery date to the BUEs is recorded.



Step 3. The grievance will be submitted to the Commanding General, MCAS, Cherry Point designated representative, (Assistant Chief of Staff G-1/Deputy G-1), via the Civilian Human Resources Office – East (CHRO-E) Labor and Employee Relations Office, on the negotiated grievance form, within fifteen (15) calendar days following receipt of the Step 2 decision or the day the answer was due, by certified receipt, or hand delivered. After receipt of grievance, the G-1 designated representative will advise the Union of his/her decision, on the negotiated grievance form, within fifteen (15) calendar days by certified receipt, or hand delivered. The Union may, within twenty (20) calendar days following receipt of the decision, advise the Labor and Employee Relations Office, CHRO-E, by certified receipt, or hand delivered, that it desires the matter be submitted to Arbitration.

Section 10. Grievances concerning Performance Appraisal ratings may be initiated using the procedures in Section 9. If a BUE receives an appraisal of “Unacceptable”, the action taken as a result thereof, i.e., demotion or removal may be grieved or appealed in accordance with the provisions of Section 5.

Section 11. Grievances filed by the Union or the Employer:

Step 1. In the case of any grievance which the Union may have against the Employer or which the Employer may have against the Union, the moving Party at the local or national level will submit the grievance, on the negotiated grievance form, to the other Party in writing and by certified receipt, or hand delivered, within 15 fifteen calendar days. Grievances filed by the Union must be submitted to the Commanding General designated representative (Assistant Chief of Staff G-1/Deputy G-1) via the Labor and Employee Relations Office. This must be done within fifteen (15) calendar days of the event giving rise to the grievance or within fifteen (15) calendar days of the time the moving Party may have been reasonably expected to have learned of the event and will provide the following information:

- a. name of grievant
- b. the alleged violation
- c. the facts upon which the grievance is based; and,
- d. the corrective action sought.
- e. whether they wish to make an oral presentation.

Step 2. The responding Party will answer the grievance to the moving Party, in writing, on the negotiated grievance form by certified receipt or hand delivered, within fifteen (15) calendar days following the date the grievance was received. If the moving Party is not satisfied with the answer and desires the matter to be submitted to Arbitration, they will so advise the respondent by certified receipt or hand delivery within twenty (20) calendar days following receipt of the respondents answer or the date the answer was due.

Section 12. Arbitration:

- a. The Parties will create a panel of three (3) mutually acceptable Arbitrators. Either Party may unilaterally remove an Arbitrator from the panel and another Arbitrator will be mutually selected to fill the vacancy. Arbitrators selected for panels must also agree to hear Expedited Arbitration cases as provided for in Section 16.
- b. If the Employer and the Union fail to settle any grievance arising under the Negotiated Grievance Procedure, such dispute will, upon written notice by the Party requesting Arbitration to the other Party, be referred to Arbitration, unless the initiating Party chooses to withdraw the Arbitration request. Such written notice must be by certified receipt or hand delivered not later than twenty (20) calendar days following the conclusion of the last step of the Negotiated Grievance Procedure.
- c. Within twenty (20) calendar days after receipt of the request, an Arbitrator will be selected from the panel by the Parties or by alternately striking names until one remains.
- d. The grievant, and the Union Advocate, if a BUE, will be given a reasonable amount of official time to prepare for the hearing. BUEs serving as Union Representatives, if employed by the Marine Corps Air Station, and the aggrieved BUE will be excused from duty to participate in the Arbitration proceedings without loss of pay or charge to annual leave. The Employer agrees to adjust their schedule(s) to allow them to participate in a duty status.
- e. The Union advocate during Arbitration, if a BUE, will be in a duty status to present the grievance. Unless prohibited by operational considerations, the Employer agrees to adjust the schedule of participating BUE witnesses to allow them to appear in a duty status, including travel time. Each Party will bear the expense of its own witnesses who are not employed by the DOD. The Parties will exchange lists of potential witnesses to an Arbitration hearing twenty (20) days prior to the scheduled hearing. This Section will not require the payment of overtime.
- f. The grievance will be heard by the Arbitrator as promptly as practicable on a date, time, and site mutually agreeable to the Parties. The Arbitrator will submit his/her decision to the Parties as soon as possible, but in no event later than thirty (30) calendar days following the close of the record before him/her unless the Parties waive this requirement. In matters covered under 5 U.S.C. 4303 and 5 U.S.C. 7512 which have been raised under this Negotiated Grievance Procedure, the Arbitrator will be governed by 5 U.S.C. 7701 (c)(1). The decision of the Arbitrator is final and binding. However, the Parties retain their rights under 5 U.S.C. 7122 and 7123.
- g. The expenses and reasonable compensation of the Arbitrator will be borne equally by the Parties. The Parties must mutually agree to any postponement or cancellation of any scheduled arbitration hearing. If either Party desires a verbatim transcript of the hearing, that Party will bear the full transcript expense incurred, including the cost of the transcript, if any, provided to the Arbitrator. In the event both Parties desire a verbatim transcript of the hearing, the Parties will share equally the cost of the transcript, if any, provided to the Arbitrator.
- h. The Arbitrator will confine himself/herself to the precise issue submitted for Arbitration and will have no authority to determine any other issues not so submitted to him/her. In matters

covered under Title 5 U.S.C. 4303 and 7512 which have been raised under this procedure, an Arbitrator will be governed by Title 5 U.S.C. 7701 (c)(1).

Section 13. The Parties may, by mutual agreement, agree to stipulate the facts and the issue in a particular case directly to an Arbitrator for decision without a formal hearing. Argument will be by written brief if agreed to by the Arbitrator.

Section 14. In the handling of grievances under this procedure and where law and OPM regulations permit, the Union will have access to such information as is relevant and necessary to the processing of the grievance.

Section 15. Questions as to whether or not a grievance is a matter subject to the Grievance Procedure in this Agreement or is subject to Arbitration will be submitted as threshold issues to the Arbitrator for decision.

Section 16. Expedited Arbitrations:

a. If the Union elects to process disciplinary/adverse actions under this Section, rather than Section 8, it will, within twenty (20) calendar days following the final decision by the Employer to take suspension/adverse actions, notify and advise the Labor and Employee Relations Office, CHRO-E, that it desires the matter be submitted directly to Expedited Arbitration. Within seven (7) calendar days after receipt of the request, an Arbitrator will be selected from the panel by the Parties or by alternately striking names until one remains. An Arbitrator unable to hear an expedited arbitration case within seven (7) calendar days of request, will be deemed unavailable and the next arbitrator will be agreed upon by the Parties. The Arbitrator will issue a decision as soon as possible, but not later than twenty-one (21) calendar days after the hearing has been held. The necessity for transcripts or filing of briefs will be determined on a case-by-case basis. Either Parties' requests for a transcript and/or file a post hearing brief will not delay the time frame for the Arbitrator's decision to be rendered.

Section 17. Failure of either Party to proceed with any of the time limits specified within this Article will render the grievance and/or Arbitration void or settled on the basis of the last decision given by the respondent, unless an extension of time limits has been agreed upon by the Parties. Failure of the Employer to render a decision within any of the time limits specified in this procedure, or as extended by mutual agreement, will entitle the grievant to progress the grievance to the next Step without a decision.

## **ARTICLE 10**

### **DISCIPLINARY/ADVERSE ACTIONS**

Section 1. For the purposes of this Agreement, a disciplinary action is defined as a suspension of fourteen (14) calendar days or less and letters of reprimand; an adverse action is defined as a removal, an indefinite suspension, suspension of more than fourteen (14) calendar days, reduction-in-grade or pay, or furlough for thirty (30) calendar days or less. The removal of

probationers is an exception to this Article and shall be governed by the provisions of Article 32 of this Agreement.

Section 2. Any action taken against a BUE under this Article must be for such cause as will promote the efficiency of the service. Actions under 5 CFR 752 must be supported by a preponderance of the evidence. Actions must be determined on the merits of each individual case.

Section 3. All facts pertaining to any disciplinary/adverse action shall be developed as promptly as possible. Actions under this Article shall be promptly initiated after all the facts have been made known to the official responsible for taking action.

Section 4. A BUE against whom an adverse action is proposed, which falls under the jurisdiction of the Merit Systems Protection Board such as removal, suspension of more than fourteen (14) days, reduction-in-grade or pay, or furloughs of thirty (30) days or less, may appeal that action to the Merit Systems Protection Board or grieve under Article 9 of this Agreement, but not both.

Section 5. A BUE against whom action is proposed under this Article and his/her Union Representative shall have the right to review all of the information relied upon to support the action and shall be given a copy upon written request.

Section 6. A BUE and his/her Union Representative shall be granted a reasonable amount of official time, if otherwise in a duty status, in cases involving disciplinary/adverse actions covered by this Agreement to review the material relied upon by the Employer in proposing a disciplinary or adverse action for the purpose of preparing and presenting answers to proposed actions covered under this Article.

Section 7. Letters of Caution, verbal and/or written counseling's will not be considered disciplinary in nature, but may be used to document future disciplinary actions, provided a copy was given to the BUE.

Section 8. In assessing penalties, consideration will be given to the length of time that has elapsed from the date of any previous offense. Such consideration will be used in determining freshness.

## **ARTICLE 11**

### **DUES WITHHOLDING**

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

a. The BUE either is a member in good standing of the Union or has signed up for membership in the Union subject to the payment of his/her month's dues through voluntary allotment as provided herein.

b. The BUE's salary for the payroll period involved is sufficient to cover the dues after legal and required deductions have been made.

c. The BUE has voluntarily authorized such a deduction on Standard Form 1187, request and authorization for voluntary allotment of compensation for payment of BUE organization dues, supplied by the Union.

d. Section A of Standard Form 1187 has been completed and signed on behalf of the Union by an official authorized by the Union.

e. The completed Standard Form 1187 is delivered to the Labor and Employee Relations Office, so as to reach the office no later than 4:00 P.M. on the last Tuesday preceding the payroll period during which the initial deduction is to be made for certification of eligibility to have dues withheld. Such certification shall be completed by 11:00 A.M. on the following Wednesday.

f. The completed Standard Form 1187 is transmitted by the Employer to the Employer's Customer Service Representative (CSR) office so as to reach that office no later than 12:00 noon on the last Wednesday preceding the payroll period during which the initial deduction is to be made.

Section 2. The Union shall supply Standard Form 1187 to the BUE concerned. The Union shall be responsible for the distribution of such forms to its members and for completion of Section A thereon, including the certification of the current amount of Union dues to be deducted for each payroll period.

Section 3. The amount of the Union dues to be deducted each payroll period from a BUE's salary shall remain unchanged until a notice of change in Union dues, signed by an authorized official of the Union, is received by the Technology Services Organization (TSO), Defense Finance and Accounting Service (DFAS).

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

Section 5. A BUE's voluntary allotment for payment of his/her Union dues shall be terminated with the start of the first payroll period following the payroll period in which any of the following occur:

a. Loss of exclusive recognition by the Union.

b. Transfer of the BUE to an organizational segment outside the Union's recognized Bargaining Unit.

c. Separation of the BUE for any reason including death or retirement.

d. Receipt, by the CSR office of the Employer, of a notice that the BUE has been expelled or has ceased to be a member in good standing of the Union.

Section 6. An allotment for the deduction of a BUE's Union dues may also be terminated, subject to the following conditions, by the BUE personally through submission to the payroll office of the Employer, Standard Form 1188, cancellation of payroll deductions for labor organization dues, or individual substitute, hereafter referred to as SF-1188, properly executed in duplicate by the individual BUE. When requested by the BUE, SF-1188 shall be furnished by the Employer.

a. BUEs may have their dues allotment terminated effective with the first full pay period following 01 September of each calendar year provided their dues withholding allotment has been in effect for at least one (1) full calendar year and the SF-1188 is received in the payroll office during the period from 01 August through 15 August of the calendar year the revocation is to be effective.

b. Those BUEs who do not meet the one (1) calendar year requirement in subparagraph 6A above, may have their dues allotment revoked beginning with the first full pay period following completion of the one (1) calendar year period provided the SF-1188 is received in the payroll office during the payroll period immediately preceding that with which the revocation is to be effective. Thereafter, terminations may be effected in accordance with the 01 September anniversary date and procedures relating thereto as covered in subparagraph 6A above.

Example: Dues withholding started with payroll period which began on 9 March 2003. One calendar year would end on 08 March 2004. Next full pay period would begin on 21 March 2004. The SF-1188 will have to be received by the payroll office during the payroll period preceding 21 March 2004, which would be from 07 March 2004 through 20 March 2004. Termination of dues allotment would be effective with payroll period beginning 21 March 2004.

c. Receipt of SF-1188 in the CSR office during any of the periods referenced above is interpreted to mean during normal working hours and days of the payroll office and excludes nonworking hours; and non-work days and holidays regardless of the calendar date on which they may occur.

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

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

a. An alphabetical list which shall contain the name and BUE number of each member of the Union on voluntary allotment, and the amount of the deduction made for each such BUE member. This list shall include the total amount of all such allotment deductions which are terminated with the payroll period covered, and the reason for each termination. In addition, this list shall identify any BUE member whose salary for any reason is not sufficient to cover legal and required deductions and Union dues.

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

c. The Union will provide the Employer with a routing identification number and account number to facilitate all future payment being made by electronic fund transfer (EFT).

Section 9. Dues deductions for payment of local dues under the terms and conditions contained in this Agreement for the withholding of National dues are also authorized. Local Union dues to be deducted each regular pay period shall be determined by the local. A separate SF-1187 must be submitted to authorize such deduction. If the amount of regular local Union dues is changed by the local Union under the terms contained in the Agreement, the local will notify the Employer's payroll office in writing that the amount of local dues has changed and will certify as to the new amount of local dues to be deducted each regular pay period. The local Union shall be responsible for notifying the Employer of the address where checks or electronic funds transfer (EFT) for the local Union dues should be sent. Local Union dues shall be automatically terminated upon permanent reassignment of a BUE from the Bargaining Unit.

Section 10. In addition to the regular deductions authorized for National and local Union dues, the Employer shall permit BUEs to voluntarily designate two (2) additional Union Option Plans from their pay for Union sponsored programs, provided said plans are for a lawful purpose as permitted by 5 CFR 550.

## **ARTICLE 12**

### **USE OF OFFICIAL GOVERNMENT TELEPHONES**

Section 1. The use of government telephones shall be authorized in accordance with this Agreement.

Section 2. Union or BUE telephone conversations shall not be monitored by the Employer, except in accordance with applicable law, rule and regulation which permits monitoring only for COMSEC (Communication Security) and emergency call purposes.

Section 3. If a BUE is required to be held over for official business, the Employer shall permit the BUE to notify his/her home via government telephone at no expense to the Employee.

Section 4. The Employer agrees to maintain a minimum of one (1) unrecorded telephone line in each break room area, tower and radar. Upon request by a BUE, the Employer shall grant BUEs

access to facility offices/spaces for the purpose of making private phone calls using personal calling cards. The Employer shall also make every reasonable effort to partition a private area to allow employees to use the unrecorded line in the radar room for making private phone calls using personal calling cards.

Section 5. When it is known in advance that more than two (2) persons will be on line for any reason, all Parties to the call shall be advised prior to the conversation. If during a telephone call more than two (2) persons come onto the line for any reason, the other Party to the call shall be advised immediately of this fact. This requirement applies to persons listening on telephone extensions or to speakerphones.

Section 6. Where not prohibited by law, all telephone lines which are being recorded will be identified by the Employer and equipped with warning devices.

Section 7. When answering a call on a recorded line, the caller shall be advised the line is recorded.

Section 8. All BUEs shall have access to the Employer's toll free telephone number (1-800-922-USMC) to contact the Employer for official business. Should the Employer change its toll free telephone number, the Employer shall notify BUEs of the change to the number.

### **ARTICLE 13 PUBLICATIONS**

Section 1. Upon advance request by a BUE, the Employer agrees that Employer Directives, Local Instructions, and CPIs (Civilian Personnel Instructions) maintained at the CHRO-E, MCAS Cherry Point, which relate to the personnel policies, practices, and working conditions of the BUEs, shall be made available for review during the office hours of the CHRO-E. Copies of specific sections of these documents shall be provided upon request. At the BUE's option, the Employer may provide the appropriate web site to electronically access such documents in lieu of hard copies. The Employer shall provide electronic access to BUEs upon request.

Section 2. The Employer agrees to provide the Union with two (2) copies of FAA Order 7110.65\_ (ATC Handbook), one (1) copy of Air Station Order P12000.6 (Civilian Personnel Manual), and one (1) copy of NAVAIR 00-80T-114 (NATOPS ATC Facilities Manual). Any updates or changes to these documents will be provided promptly after receipt by the Employer.

Section 3. The Employer agrees to provide BUEs continuous access to updated regulations, including but not limited to FAA, DOT, DOD, USMC, and MCAS Cherry Point regulations relating to Air Traffic Control currently maintained by and accessible to the ATC Training Office.



Section 4. Upon the BUE's request, the Employer agrees to provide to each BUE that desires them, one each of the following:

- a. FAAH 7110.65
- b. MCAS Cherry Point Air Traffic Control Facility Manual
- c. MCAS Cherry Point Airfield Operations Manual
- d. MCAS Cherry Point Air Traffic Control Training Guide (if the BUE is in a training status and/or if an BUE is performing OJTI)

All of the above documents are to be current with appropriate changes given promptly. After the Employer receives/implements them. BUEs are expected to update any manual they have been provided as appropriate.

Section 5. The Employer agrees to maintain the most recent edition of the MCAS Cherry Point Civilian Personnel Manual within the Tower and Radar Branch of the Facility.

Section 6. The President and/or their designee shall have unlimited access to a current hard copy of all Sectionals, Supplements (IFR/VFR), Charts, FAA/DOD Orders and Notices which relate to personnel policies, practices, and working conditions for BUEs in the bargaining unit maintained by the ATC Training Office and the Flight Clearance Branch located within the Airfield Operations Department.

Section 7. Unless otherwise restricted by federal law and upon request, BUEs shall be allowed to make a copy of any and all documents that BUEs are directed or requested to sign, initial, or review. Documents with more than ten (10) pages will be available for review and are not subject to this section.

## **ARTICLE 14 POSITION DESCRIPTIONS**

Section 1. Each BUE covered by this Agreement shall be provided a Position Description (PD), which is consistent throughout the Activity and accurately reflects the duties of his/her position. If a BUE believes that his/her Position Description is not accurate, he/she may request a review by his/her Supervisor and, upon request, may be accompanied by a Union representative.

Section 2. Upon request of the Union, the Parties will review all bargaining unit Position Descriptions.

Section 3. All proposed changes to the Position Description of bargaining unit BUEs shall be forwarded to the Union, in advance, for comment. Any changes that affect conditions of

employment of bargaining unit employees will be negotiated as required by law and in accordance with Article 7 of this Agreement.

#### Section 4. Classification Review and Appeals

a. Any BUE dissatisfied with the classification of his/her position will first discuss the matter with his or her immediate supervisor. The BUE may elect to be represented by the Union for this discussion. This is the beginning of the informal review process. If the supervisor is unable to resolve the issue to the BUE's satisfaction, the supervisor will, at the BUE and/or the Union's request, arrange for the BUE to discuss his/her dissatisfaction with the appropriate Human Resources staff member(s). A BUE, upon request, will have access to pertinent information directly related to the classification of his/her position. If the BUE believes, after discussing with the appropriate Human Resources staff member(s) that there is an error he/she may file an appeal to the agency or OPM as appropriate.

b. When a BUE notifies the activity that he/she wishes to file an appeal regarding job title, series, or grade, he/she shall be furnished, upon request, information on appeal rights and procedures in applicable regulations. A BUE may elect to be represented by the Union when appealing and when discussing appeal rights and procedures with the Human Resources Office.

c. Classification reviews and job grading appeals will be submitted and processed in accordance with applicable regulations.

d. The effective date of a personnel action directed by an appeal decision shall be as prescribed in applicable regulations unless otherwise specified by OPM.

### **ARTICLE 15 PERFORMANCE STANDARDS AND EVALUATION**

Section 1. Performance appraisals shall be based only on a written comparison of actual performance against written standards for the duties and responsibilities in the position description. A copy shall be provided to the BUE within fifteen (15) days of the BUE's signature on the performance appraisal form. Grievance time limits shall not begin until the day after the BUE receives his/her copy of the final signed document. Performance standards shall be applied uniformly throughout the bargaining unit.

Section 2. The Parties agree that performance standards are written for the primary duties and responsibilities described in the Position Description and must be used as the only basis for comparing the BUE's actual job performance against the requirements (duties and responsibilities) of the position.

Section 3. Members of the bargaining unit shall be rated by their Facility Watch Supervisor (FWS).

Section 4. The Parties agree that the two (2) level Performance Management Program, as established by MCO 12430.2, shall be utilized. The Employer shall use form NAVMC 11408 to assess BUE performance under this Article. Any changes to the Performance Management Program affecting bargaining unit BUEs shall be negotiated with the Union in accordance with Article 7 of this Agreement.

Section 5. The BUE's signature, after the review of his/her performance evaluation, indicates that he/she has reviewed the completed appraisal record and that it has been discussed with him/her. The BUE's signature shall not be taken to mean that he/she agrees with all the information or that he/she forfeits any rights of review or appeal. During any discussions regarding performance, the BUE shall be advised, in advance, of the right to make comments. The BUE shall receive copies of any documentation and records made of these discussions. Any written BUE comments shall be appended to any documentation of a performance review.

Section 6. At any time during the performance appraisal cycle that a BUE's performance is determined to be unacceptable in one (1) or more critical elements, the BUE's FWS shall notify the BUE, in writing, of the critical element(s) for which performance is unacceptable and inform the BUE of the performance requirement(s) or standard(s) that must be attained in order to demonstrate acceptable performance in his/her position. The FWS should also inform the BUE that unless his/her performance in the critical element(s) improves to and is sustained at an acceptable level, the BUE may be reduced in grade or removed. When the BUE's performance is unacceptable the Employer shall afford the BUE a reasonable opportunity, in no case less than ninety (90) days, to demonstrate acceptable performance, commensurate with the duties and responsibilities of the BUE's position.

As part of the BUE's opportunity to demonstrate acceptable performance, the FWS shall write a plan which identifies what the BUE must do to improve his/her performance and what the Employer will do to assist the BUE. The Employer shall offer assistance, which may include but is not limited to, formal training, on-the-job training, counseling, and closer supervisor, to bring about improvement in the BUE's performance.

Every thirty (30) days during the period for improving performance, the FWS shall provide the BUE with a written review identifying the BUE's progress and identifying any areas still needing improvement. Additionally, the FWS shall include specific recommendations of methods and means of improving that the BUE may use to attain an acceptable level of performance.

Section 7. The use of authorized official time and approved absences for labor relations and other activities shall not be a factor in BUE performance appraisals.

Section 8. Appraisals made pursuant to this Article shall not be required to conform to any pre-established distributions of expected levels of performance that interfere with appraisal of actual performance against standards.

## **ARTICLE 16**

### **RECOGNITION AND AWARDS PROGRAM**

Section 1. Management is encouraged to reward and/or recognize employees close to the time of the actual act that warrants recognition. The awards program should be active throughout the year and not just at the end of the performance appraisal cycle. The Employer agrees that Quality Step Increases (QSIs), monetary awards and non-monetary awards may be awarded to employees based on merit and performance of job duties and responsibilities. The Employer's recognition and awards programs shall not be used to discriminate among employees or to show favoritism. Guidance established in 5 CFR 451, DoD 1400.25M, and implementing instructions will be utilized as they relate to awards.

Section 2. The Employer shall provide a detailed list and/or report of all monetary and time-off awards granted to BUEs to the Local Union President on a semi-annual basis. The Employer shall also provide this information at other times upon request. Additionally, upon written request from the Union, the ATCFO and/or a designee and the Union shall meet to review time-off awards granted to employees.

Section 3. In addition to the recognition and awards referred to in section 1 of this Article, the Federal Employees Pay Comparability Act of 1990 (FEPCA), Public Law 101-509, provides Federal agencies authority to grant bargaining unit employees time-off from duty, without loss of pay or charge to leave, as an incentive award. Called time-off awards, this incentive may be used to encourage and award superior accomplishment or other personal efforts that contribute to the quality, efficiency, or economy of government operations.

a. Nature and Relationships to other Awards

(1) Time-off Awards can be used alone or in conjunction with monetary or non-monetary awards. They are not intended to replace other awards.

(2) As with other incentive awards, the Employer is required to give due weight to Time-Off Awards when rating an employee for promotion in accordance with 5 USC 3362, 5 CFR 451, and other applicable government-wide regulations.

b. Eligibility. All Bargaining Unit employees are eligible to receive Time-Off Awards.

c. Time-Off Awards are authorized for a variety of Employee contributions. The following are examples of Employee contributions that could merit a time-off award; they are not intended to be exhaustive, nor should they be interpreted to limit the Employer from expanding upon identifying criteria for granting time-off awards:

(1) Making a high-quality contribution involving a difficult or important project or assignment;

(2) Displaying special initiative and skill in completing an assignment or project before the deadline;

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

(4) Using initiative and creativity by suggesting or making improvements in a product, activity, program, or service; and/or

(5) Providing air traffic services as defined within current Position Descriptions which are deemed "above and beyond" normal requirements.

#### d. Granting Time-Off Awards

(1) Immediate Managers are authorized to grant time-off awards without further review for periods not to exceed one (1) work day. This allows Management to provide recognition for a job well done or for an idea that benefits the government.

(2) For periods of more than one (1) work day, the decision to grant a time-off award and the amount of such award shall be reviewed and approved by a supervisor at one step above the official who made the initial decision unless there is no official at a higher level in the agency.

(3) The maximum an employee may be granted for a single contribution is 40 hours. The total amount of time-off an employee may be granted during any one (1) leave year is eighty (80) hours.

(4) The amount of a time-off award should be proportionate to the value of the contribution being recognized. As such, the scale attached at the end of this Section shall be utilized to assure consistency of awarded time:

#### e. Scheduling and Use of Time-Off Awards

(1) The scheduling and use of Time-Off Awards shall parallel the procedures established for non-prime time/on the spot annual leave procedures contained within Article 17 of this Agreement. Time -Off Awards should be scheduled and used consistent with workload considerations, and to not adversely affect an employee who is in an annual leave "use or lose" situation.

(2) If a Time-Off Award is not used within one (1) year after the effective date, any unused time-off is forfeited and may not be restored.

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

Section 4. Employee's leave and earning statement will reflect all credited and debited time-off award hours so as to allow the Employee a record of time-off award availability and usage.

#### **TIME-OFF AWARD SCALE FOR A SINGLE CONTRIBUTION**

##### **VALUE TO ORGANIZATION**

##### **NUMBER OF HOURS**

##### **Moderate**

**1 to 10**

A contribution to a product, activity, program, or service to the public, which is of sufficient value to merit formal recognition

Example: Beneficial change or modification of operating principles or procedures

##### **Substantial**

**11 to 20**

An important contribution to the value of a product, activity, program, or service to the public

Example: Significant change or modification of operating principles or procedures

##### **High**

**21 to 30**

A highly significant contribution to the value of a product, activity, program, or service to the public

Example: Complete revision of operating principles or procedures, with considerable impact

##### **Exceptional**

**31 to 40**

A superior contribution to the quality of a critical product, activity, program or service to the public

Example: Initiation of a new principle or major procedure, with significant impact

#### **ARTICLE 17 ANNUAL LEAVE**

Section 1. In accordance with applicable law, rule, regulation, and this Agreement, unless prohibited by operational requirements, BUEs shall be authorized the use of all annual leave, which they have accrued or will earn within a leave year. To the maximum extent practical, BUEs shall be afforded the opportunity to take two (2) consecutive weeks annual leave each year.

Section 2. BUEs shall accrue leave at the rates established by 5 U.S.C. 6303.

Section 3. Leave for special circumstances as described in Article 20 of this Agreement shall not be subject to the provisions of this Article.

Section 4. If the Activity Head and/or his/her designee determines that a leave exigency for public business exists, the Employer shall notify the Local Union President or his/her designee as soon as practical, in writing. Upon written request of the Union, the Employer shall provide, in writing, within fourteen (14) days, the Activity Head's justification the Employer used in determining the need for the facility to be placed in a leave exigency status.

Section 5. In the event that a leave exigency exists, the ATCFO and/or his/her designee shall determine the minimum shift coverage requirements for all shifts and inform the Local Union President in writing of this determination. In accordance with the provisions of Article 7 of this Agreement, the Parties shall negotiate any and all impact the leave exigency determination has on BUEs. The Parties shall also negotiate the amount of annual leave each BUE can use and the procedures to be used to distribute the leave equitably among BUEs.

#### Section 6. Annual Leave

a. Prime-time leave is annual leave to be taken between Memorial Day weekend through Labor Day weekend.

(1) Prime-time leave requests shall be submitted to the FWS or designee on the appropriate leave form during the period between 1 February and 1 March of each year. The Employer shall approve or deny these requests prior to the last day of March that same calendar year. Prime-time leave schedules will be posted in March of each year.

(2) Prime-time leave requests shall be approved based on seniority, with the most senior BUEs considered first. Conflicting prime-time leave requests among equally qualified BUEs shall be resolved by seniority. Subject to operational requirements, the Employer shall make every reasonable effort to allow a minimum of two (2) weeks of annual leave for each BUE, during the prime-time period, which may be taken consecutively.

(3) In the event that approval of prime-time leave requests requires a reassignment of a BUE watch shift, reassignments shall be equitably rotated and distributed beginning with the most junior BUE available.

b. Non prime-time leave is all other annual leave falling into the following categories: (1) annual leave that may be requested up to one (1) year in advance; (2) annual leave during the prime-time leave period that was not previously requested during the period between 1 February and 1 March; and (3) spot leave.

(1) Non prime-time leave requests shall be submitted to the FWS or designee. Non prime-time leave request(s) will be considered on a first requested basis and may be requested either on appropriate leave form or verbally.

(2) Non-prime-time leave request(s) shall be considered for approval when requested. Within three (3) days the BUE will be informed whether or not the leave request was approved, or is pending review at a later date. At any time from the initial request until ninety (90) days before the effective date of the requested leave, the FWS or designee should make every attempt to approve the request. However, no later than ninety (90) days from the effective date of the leave, the FWS or designee shall notify the BUE of whether the leave was approved.

c. Non prime-time leave requested on the day it is to be used (spot leave), or with less than three (3) days notice to the Employer, shall be considered and approved/disapproved as soon as practical. Spot leave requests may be made and approved/disapproved verbally to the FWS/CIC.

d. The Employer agrees to make every reasonable effort to meet minimum requirements prior to disapproving any annual leave, with the exception of utilizing overtime for coverage requirements.

Section 7. The Employer agrees that decisions to cancel approved annual leave, due to operational requirements, are made at the ATCFO level. In such cases BUEs will be notified of the determination to cancel. If requested, this determination will be provided in writing to BUEs.

Section 8. A BUE may cancel annual leave at any time. When an BUE cancels scheduled annual leave and returns to duty, he/she may be assigned to work the shift he/she would have worked, unless operational requirements dictate or allow assignment to a different shift.

Section 9. BUEs on annual leave who become sick shall have the right to convert the annual leave to sick leave in accordance with applicable regulations and this Agreement.

Section 10. Whenever a BUE's request for leave is disapproved, the BUE will be verbally notified. If BUE requests, they will be given written notification as to why the leave was disapproved. If a BUE request for annual leave was disapproved and annual leave for that time period, or any portion of that time period, later becomes available, the leave shall be approved on a first requested basis.

Section 11. The BUE will not be required to provide reasons for annual leave request.

Section 12. The established minimum charge to annual leave shall be one-tenth (1/10) of an hour and additional charges are in multiples thereof.

Section 13. The Employer shall not require BUEs to use compensatory time when requesting annual leave.

Section 14. Except as authorized in OPM regulations, no BUE will be forced to take annual leave.

Section 15. BUEs are covered by the annual leave and lump sum payment provisions contained in 5 U.S.C. Chapter 55, Chapter 63 and the associated regulations in 5 C.F.R.



## **ARTICLE 18 SICK LEAVE**

Section 1. BUEs will earn sick leave in accordance with applicable law and regulations.

Section 2. Sick leave must be granted in accordance with 5 CFR 630 when the BUE:

- a. receives medical, dental, or optical examination or treatment;
- b. is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth;
- c. provides care for a family member as a result of physical or mental illness, injury, pregnancy, childbirth, or medical, dental, or optical examination or treatment;
- d. provides care for a family member with a serious health condition;
- e. makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
- f. would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; such as caring for a family member afflicted with a contagious disease; or;
- g. must be absent from duty for purposes relating to the adoption of a son or daughter including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

Section 3. A BUE's sick leave request(s) will be granted in accordance with 5 C.F.R. 630.

- a. BUE's request for unanticipated sick leave affecting that duty day will be made to the appropriate supervisor (the supervisor responsible for that affected watch shift). The BUE will make every attempt to make this request prior to the shift beginning but no later than sixty (60) minutes after the watch shift begins. However, if the degree of illness or injury prevents such notification, the employee will notify the supervisor as soon as possible.
- b. BUE's sick leave request for that duty day after the shift has begun and affecting the remainder of that watch shift will be approved by the appropriate supervisor.
- c. BUE's anticipated sick leave request(s) will be made to the BUE's immediate supervisor and will be approved or disapproved as soon as practicable. A supervisor may approve a BUE with an extended illness to not make daily requests but instead to identify a day of expected return to duty.

Section 4. When requested by the Employer, a BUE will be required to furnish a medical certificate for absences of more than four (4) consecutive days. The BUE will have fifteen (15) days to submit medical certification when required. In lieu of a medical certificate, the BUE signed statement explaining the nature of the illness may be accepted when circumstances in the individual case make it unreasonable to require a medical certificate.

Section 5. The amount of sick leave granted to a BUE during any leave year for the purposes described in sections 2c and 2e above may not exceed a total of 104 hours during a leave year. To use more than forty (40) hours in a leave year, a BUE must retain a balance of at least eighty (80) hours. As described in Section 2c and 2e “family” is defined as:

- a. spouse, and parents thereof;
- b. children, including adopted children, and spouses thereof;
- c. parents;
- d. brothers and sisters, and spouses thereof; and
- e. any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Section 6. The number of hours of sick leave used will not normally, in and of itself, constitute just and sufficient cause for sick leave counseling.

Section 7. When the employer has evidence of sick leave abuse, a BUE may first be counseled concerning sick leave usage. If the sick leave abuse continues the BUE may be required to provide a medical certificate upon the return for future sick leave usage. In cases where the BUE is required to submit a medical certificate, the employer will review the requirement annually. Upon the BUE’s request the employer will review the requirement at six (6) months. If the BUE(s) sick leave record does not indicate continued sick leave abuse at the time of review the BUE will be notified in writing that the medical certificate will no longer be required.

Section 8. Because a request for sick leave may be of a personal nature, the BUE may not wish to divulge complete details of such personal medical business. If requested by the employer, the BUE will provided adequate information to support the need for sick leave such as surgery, examination, tests, medical consultation, etc. Request(s) for sick leave and individual sick leave records will not be available or distributed as general information or publicized.

Section 9. Whenever a BUE’s request for sick leave is disapproved, may request a written reason for disapproval.

Section 10. Each BUE may be advanced up to thirty (30) days sick leave, for serious disability or ailment, except when:

- a. It is known that he/she does not intend to return to duty or when available information indicates that his/her return is only a remote possibility,
- b. He/she has filed or the Employer has filed an application for disability retirement,
- c. He/she has signified his/her intention of resigning for disability,
- d. He/she is employed under a limited appointment or one expiring on a specific date, if the advance sick leave requested would exceed that accrued by the employee during the remainder of the appointment.

Section 11. If a BUE becomes ill or is injured at work, the Employer shall arrange for transportation to a physician, medical facility, or other BUE designated location. If requested by the BUE, or if the BUE is unable to request, the Employer shall notify the BUE's family or other party designated by the BUE, of the occurrence and of the BUE's location.

Section 12. When a BUE is unable to do so because of injury, illness, or incapacitation, the Employer will assist the BUE's family in filling appropriate documents for entitlements to the BUE or the BUE's family.

Section 13. The established minimum charge to sick leave shall be one tenth (1/10) hour and additional charges are in multiples thereof.

Section 14. In accordance with applicable law, rule, and regulation, BUE's may be eligible and entitled to Sick Leave Buy Back options and/or provisions upon retirement.

## **ARTICLE 19**

### **FAMILY MEDICAL LEAVE ACT (FMLA)**

Section 1. BUE's are covered by the Family Medical Leave Act of 1993 (also known as "FMLA" Leave), as codified in 5 C.F.R. 630 and 5 USC 6381-6387.

## **ARTICLE 20**

### **LEAVE FOR SPECIAL CIRCUMSTANCES**

Section 1. When a death in the BUE's family renders the BUE incapacitated to perform his/her duties, sick leave, annual leave, and/or LWOP will be granted in accordance with applicable law, rule, regulation, and this Agreement.

Section 2. Requests for annual or sick leave for emergencies involving illness or injury in the family shall be given priority.

Section 3. Any full-time BUE whose appointment is not limited to one (1) year is entitled to military leave. 5 U.S.C 6323(a) provides fifteen (15) calendar days military leave per fiscal year for active duty, active duty training, and inactive duty training. Unless operational conditions do not allow, the Employer shall adjust the schedule on any BUE who is a military reservist to allow him/her to attend weekend reserve training drills.

Section 4. Requests for annual leave to observe the Sabbath, a religious event, or an ethnic holiday will be given priority consideration for approval.

Section 5. To the extent that modifications in work schedules do not interfere with the efficient accomplishment of an agency's mission, a BUE whose personal religious beliefs require that he or she abstain from work at certain times of the workday or workweek will be permitted to work alternative work hours so that the BUE can meet the religious obligation in accordance with applicable law, rule, and regulation. The hours worked in lieu of the normal work schedule may not create any entitlement to premium pay (including overtime pay).

Section 6. After consulting a physician, a BUE may request a modification of their work duties/schedule due to working conditions that may have a detrimental effect on the BUE or the unborn child.

Section 7. In accordance with 5 U.S.C. 6327, BUEs may use up to seven (7) days of paid leave each calendar leave year to serve as a bone-marrow donor, and up to thirty (30) days of paid leave each calendar year to serve as an organ donor. Leave for bone marrow and organ donation is a separate category of leave that is in addition to annual and sick leave.

Section 8. A BUE, having volunteered his/her services and/or having been recommended to the Employer by a State Representative of the Federal Civil Defense Administration for pre-emergency training programs or test exercises, and who is approved by the Employer to participate, shall normally be excused, without charge to leave or loss of pay, for a period not to exceed forty (40) working hours in any calendar year for such participation.

Section 9. Requests for leave under this Article shall be given priority consideration over other leave request.

## **ARTICLE 21**

### **VOLUNTARY LEAVE TRANSFER PROGRAM**

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

Section 2. A BUE who has been affected by a personal or family medical emergency may make a written application to the LDO (Leave Deciding Official), through the Employer, to become a

leave recipient. If the BUE is not capable of making the application on his or her own behalf, the Union, or other personal representative may make the written application on his or her behalf.

Section 3. When requested by the Union and/or a BUE, detailed information in regard to this program as published by OPM will be provided by the Employer and is available at the following internet address: [http://ohrm.doc.gov/handbooks/leave/leave\\_transfer.htm](http://ohrm.doc.gov/handbooks/leave/leave_transfer.htm)

Section 4. When requested by the Union and/or a BUE, the Employer will provide the name, phone number, and address of the Command LDO who oversees this program for the Employer. Any meetings concerning this Article will be done on duty time, if otherwise in a duty status.

Section 5. Any unauthorized use of information gathered under this Article, without the BUE's written consent, is strictly prohibited.

## **ARTICLE 22**

### **JURY DUTY AND COURT LEAVE**

Section 1. The Parties agree that the performance of jury duty and appearances in court in cooperation with the judicial systems of our nation, states, counties, and municipalities is considered both a basic civil right and responsibility of all Employees of the Employer.

Section 2. An Employee on court leave shall be entitled to the same premium pay he/she would have received had he/she worked his/her regular shift.

Section 3. A BUE who is under proper summons from a court to serve on a jury shall be granted court leave for the entire period, regardless of the number of hours per day or days per week he/she performs jury service during the period. Jury service for which a BUE is entitled to court leave does not include periods when the BUE is excused or discharged by the court, either for an indefinite period, subject to call by the court or for a definite period in excess of one (1) day. A BUE should keep his/her FWS informed of his/her jury service status. On a case by case basis an BUE may be required to return to duty by his/her FWS, if the employee is excused from jury service for one (1) day or a substantial part of a day. A BUE who is on court leave, and is released early, may be excused from duty for the remainder of the day. The BUE shall not, however, be required to return to duty if it would cause the BUE a hardship (including but not limited to excessive travel issues, child care problems, sleep interruption, and scheduling issues), unless an operational requirement exists.

Section 4. The BUE may be required to submit official correspondence identifying his/her jury service upon request of the FWS.

Section 5. At the request of a BUE who has been granted court leave, his/her regular days off shall normally be changed to coincide with his/her jury service regular days off. The change of a BUE's regular days off shall not entitle the BUE to receive pay in excess of that authorized for his/her rescheduled tour of duty.

Section 6. When a BUE is summoned as a witness in a judicial proceeding to testify in an official capacity on behalf of any Party where the United States, the District of Columbia, or any State, or Local government is a Party, in the District of Columbia, a State, Territory, or a Possession of the United States including the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, or the Republic of Panama, he/she is entitled to court leave during the time he/she is absent as a witness.

Section 7. When a BUE is summoned or assigned by the Employer to testify in an official capacity on behalf of the United States government or the government of the District of Columbia, he/she is in an official duty status as distinguished from a leave status, and is entitled his/her regular pay. An Employee, not in an official capacity, who is subpoenaed or otherwise ordered by the court to appear on behalf of a private Party when a Party is the United States, the District of Columbia, or State or Local government, shall be granted court leave for his/her absence as a witness.

Section 8. Generally, fees received for jury or witness service on a non-workday, a holiday, or while in a leave without pay status or any mileage and subsistence allowance in conjunction with the performance of jury or witness service may be retained in accordance with law, rule, or regulation.

## **ARTICLE 23 EXCUSED ABSENCE**

Section 1. For the purpose of this Agreement, excused absence is defined as a BUEs absence from duty and duty station without loss of, change to, or reduction of the BUE's leave, pay or benefits.

Section 2. Unless operational conditions do not allow, BUEs will be excused for the purpose of blood or platelet donation without charge to leave or loss of pay, normally granted up to four (4) hours. In unusual cases involving traveling an abnormal distance or where medically certified additional recuperation time is required, additional time not to exceed one (1) day may be granted. If proof of attendance is required, BUEs will be notified in advance.

Section 3. FWS's may exercise discretion to grant excused absence for BUEs for brief tardiness of up to fifty-nine (59) minutes.

Section 4. In order to allow BUEs the opportunity to vote, requests for excused absence for voting purposes will be granted subject to operational requirements.

Section 5. In the event of a bomb threat, or when the Employer determines that a similar hazardous condition exists at the facility, BUEs will immediately be released from the operational area where the hazard is determined, however will remain within the identified designated staging area or may be placed on administrative leave. Volunteers to remain on duty will be utilized to the extent possible.

**ARTICLE 24**  
**EXCUSED ABSENCE DURING HAZARDOUS**  
**GEOLOGICAL/WEATHER CONDITIONS**

Section 1. Given the essential nature of Air Traffic Control, all BUEs are essential personnel and are expected to make a reasonable effort to report to work during hazardous geological/weather conditions. However, they are not expected to disregard their personal safety or that of their family. All BUEs who are unable to report for duty shall notify the FWS/CIC as soon as possible, in these cases if excused absence has not yet been determined by the Activity Head, annual leave and/or LWOP shall be granted to the maximum extent practical.

Section 2. The Activity Head retains the right to determine the opening and closing of its facilities during periods of hazardous geological/weather conditions. The ATCFO and/or his/her designee will provide BUEs with instructions on how to obtain information on openings/closings during hazardous geological/weather and which BUE(s) is/are required to report to work.

Section 3. Within sixty (60) days of the execution of this Agreement, the Parties at the facility level will review existing leave during hazardous geological/weather conditions practices/policies and Facility emergency readiness plans. To the extent appropriate, local facility procedures which address work and family safety concerns of BUEs during such hazardous conditions will be developed. The Parties shall accomplish the requirements of this section in accordance with Article 7 of this Agreement.

**ARTICLE 25**  
**EMPLOYEE RECORDS**

Section 1. Material placed in an Employee's Official Personnel File (OPF), Employee Performance File (EPF), medical, security, training folder or other FAA/DoN file(s) shall be maintained in accordance with the applicable provisions of the Privacy Act and its implementing regulations, as well as contained within this Agreement. This includes those files maintained at the ATC Facility. Those records maintained by the Employer under a system of records pursuant to the Privacy Act will be the only records kept on the BUE. Where required by law, rule or regulations, any material that becomes a part of the BUE's records shall bear the signature of the person originating the material. The BUE will be given copies of all material placed in his/her OPF/EPF.

Section 2. There will only be one OPF/EPF maintained for each BUE. The OPF shall be located/maintained at the HRSC-E. The EPF shall be located/maintained in the appropriate department/office of the CHRO-E. The Employer agrees to identify the location(s) of these records to the Union and to notify the Union prior to any change(s) to those locations.

Section 3. Letters of reprimand will remain in the BUE's OPF for a period of one (1) year unless removed earlier from the OPF as a result of a grievance or arbitration decision.

Section 4. Access to a BUEs OPF, EPF, medical, and security file will not be granted, except as authorized by law and OPM regulation.

Section 5. In accordance with 5 U.S.C. 552a, a BUE may request that a record maintained by the Employer be corrected or amended if he/she believes the information is incorrect. The Employer will advise the BUE, within fifteen (15) calendar days of the BUEs request of the Employer's determination. If the Employer determines the BUEs request is valid the OPF shall be corrected immediately. A BUE who attempts unsuccessfully to correct or amend a record maintained by the Employer will be advised of the reasons for the refusal and may have a statement of disagreement placed within his/her folder.

Section 6. In accordance with 5 U.S.C. 552a, any disclosure of a BUE's record, containing information about which the individual has filed a statement of disagreement, the Employer shall clearly note any portion of the record which is disputed and also provide copies of the BUEs statement and, if appropriate, the Employer's reasons for not making the amendments.

Section 7. Personal records, notes, or diaries maintained by a Supervisor with regard to his/her work Unit or BUEs are merely extensions of the Supervisor's memory, and may be retained or discarded at the Supervisor's discretion.

a. Such notes are not subject to the provisions of the Privacy Act so long as the following conditions are met:

- (1). They are kept and maintained for the Supervisors personal use only.
- (2). They are not circulated to anyone else, including secretarial staff or another Supervisor of the same BUE.
- (3). They are not under the control of the DoN in any way or required to be kept by the DoN.
- (4). They are kept or destroyed solely as the Supervisor sees fit.

b. Such records, notes, or diaries shall not be used as evidence to support the following:

- (1). A Performance evaluation of less than acceptable;
- (2). The denial of a career ladder promotion;
- (3). The denial of a within-grade increase;
- (4). Disciplinary or adverse actions;

unless the BUE was provided a copy of such documentation. If a BUE is shown a note, record, or diary as part of the administrative process, he/she shall be given the opportunity to submit a written response contesting the information contained therein.



Section 8. In the event a BUE is the subject of a security investigation and such investigation produces a negative determination, any information or documents obtained and made a part of the security file will not be released or shared without the express written authorization of the BUE, except pursuant to applicable law, rule, or regulation.

Section 9. If requested, the BUE may review his/her file(s) or request copies of anything contained within, in accordance with applicable regulations. If designated in writing by the BUE, such access will also be granted to a BUE's Representative.

## **ARTICLE 26**

### **FAMILIARIZATION TRAINING AND LIAISON TRAVEL**

Section 1. The Employer recognizes the benefit of familiarization (FAM) flights aboard civil/military aircraft (cockpit) and aircraft characteristic familiarization, and will work to establish a FAM program at MCAS Cherry Point. Upon the Union's request, the Employer and the Union shall meet and negotiate over the establishment and implementation of such a program at the Facility level.

Section 2. Familiarization trips on duty time, scheduled on makeup day(s), by BUEs to visit other ATC related facilities shall be permitted. Familiarization trips under this Article are subject to operational needs and staffing limitations. The purpose of these trips shall be to familiarize personnel with the operation of other facilities. The use of government vehicles may be authorized for this purpose.

Section 3. The Parties recognize the desirability of familiarization flying as a training program and that it is intended solely to acquaint control personnel with the cockpit environment and to enable them to observe the operation of the air traffic system first hand. When available, the national familiarization training and liaison travel program, pertaining to familiarization flying on air carriers, military aircraft and private aircraft (Air Carrier includes any commercial, air taxi, or commuter flights under Title 14 CFR Parts 121, 135, or 298) shall be made available to all BUEs, in accordance with applicable law and government-wide regulations. The Parties will negotiate, in accordance with Article 7, to the extent allowable by law, rule, and regulation, any procedures for implementation of a familiarization training and liaison travel program.

## **ARTICLE 27**

### **CHILD CARE**

Section 1. The Parties recognize the relationship of adequate child care to BUE satisfaction and productivity and that this is mutually beneficial.

Section 2. The Employer shall provide suitable space or space-related services at the present and any future child care Facility(s) on MCAS Cherry Point, in accordance with MCO P1710.30 and Air Station Order 1745.1.

Section 3. In the event the Employer establishes a child care committee at MCAS Cherry Point, the Union shall be entitled to name a Representative. The Representative will be allowed official time to participate if otherwise in a duty status. If requested by the Representative and operational requirements permit, the Employer shall change his/her days off to allow participation in an official duty status for these purposes.

## **ARTICLE 28 HOLIDAYS**

Section 1. Bargaining Unit Employees will accrue holiday benefits for those days declared to be legal holidays by Federal Statute or Executive Order. The following are legal holidays:

New Year's Day	– January 1
Martin Luther King, Jr's, Birthday	– third Monday in January
President's Day	– third Monday in February
Memorial Day	– last Monday in May
Independence Day	– July 4
Labor Day	– first Monday in September
Columbus Day	– second Monday in October
Veterans Day	– November 11
Thanksgiving Day	– fourth Thursday in November
Christmas Day	– December 25

Any other legally declared federal holidays are applicable to the bargaining unit. At the request of the Union, the Parties shall negotiate procedures for implementation of any additional/other holiday(s) declared by Federal Statute or Executive Order.

Section 2. When a holiday falls in lieu on a BUE's regular day off, the following days shall be observed in lieu of the actual holidays:

SCHEDULED DAYS OFF	DAY ACTUAL HOLIDAY FALLS ON	DAY OBSERVED IN LIEU OF THE ACTUAL HOLIDAY
Saturday – Sunday	Saturday Sunday	preceding Friday following Monday
Sunday – Monday	Sunday Monday	preceding Saturday following Tuesday
Monday – Tuesday	Monday Tuesday	preceding Sunday following Wednesday
Tuesday – Wednesday	Tuesday	preceding Monday

Wednesday – Thursday	Wednesday	following Thursday
	Wednesday	preceding Tuesday
Thursday – Friday	Thursday	following Friday
	Thursday	preceding Wednesday
Friday – Saturday	Friday	following Saturday
	Friday	preceding Thursday
	Saturday	following Sunday

Section 3. When a BUE works a holiday or day in lieu of a holiday, they shall be entitled to pay at the rate of basic pay, plus premium pay at a rate equal to the rate of basic pay, for that holiday work which is not in excess of eight (8) hours or is not overtime work as defined by 5 USC 5542(a). Holiday pay is paid in addition to any other premium pay granted. A BUE on holiday leave shall be entitled to the basic rate of pay, including differential pay where applicable, for that time during which the BUE is on holiday leave.

Section 4. A list of BUEs assigned to work actual holidays shall be posted on the annual basic watch schedule. Once posted, holiday assignments to the watch schedule shall not be changed without the consent of the employee(s) involved, except during prime time leave. BUEs shall be assigned to work actual holidays on a fair and equitable basis. BUEs assigned to a Holiday watch desiring Holiday leave may find a suitable replacement for that specific watch shift. BUE who transfer watch crew during the calendar year may not receive an equitable assignments.

Section 5. Subsequent requests for holiday leave shall be approved/disapproved during the shift on which the request is made subject to operational necessity and staffing levels required. Approval/disapproval shall not be subject to conditional circumstances.

Section 6. Watch crew manning levels during holiday periods shall be determined by the Employer.

## **ARTICLE 29**

### **WATCH SCHEDULES, SHIFT ASSIGNMENTS, POSITION ROTATION, AND RELIEF PERIODS**

Section 1. The Basic Watch Schedule for the following calendar year shall be posted no later than the first day of December. The Basic Watch Schedule shall not be changed unless operational requirements exist or unless specifically requested by the Union.

Section 2. The actual duty time periods, days of the week, hours of the day, and rotation of shifts for each BUE will be posted within the Basic Watch Schedule. The Basic Watch Schedule shall annotate all scheduled watch periods for the following calendar year to include mid-watch shift coverage and holiday shift assignments.

Section 3. When operational requirements permit, BUEs will not normally be required to spend more than two (2) consecutive hours on an operating/control position without a break from the

operating area. Breaks are defined as a period of time that no duties are assigned. This provision does not preclude BUEs from being recalled to duty.

Section 4. Consistent with operational requirements, position assignments shall be rotated equally among the qualified BUEs.

Section 5. Meal period breaks shall be provided throughout the watch shift period. The Employer will normally provide BUEs with an uninterrupted meal break. With FWS approval, this may include leaving the area.

Section 6. Position rotation and breaks may be restricted or precluded during the hours between 11:00 P.M. and 7:00 A.M. During these periods, BUEs will not normally be required to perform OJTI duties.

Section 7. When operational requirements exist, the Employer may adjust individual BUE's shift assignment(s). The Employer will notify the Union of the required change(s) prior to the effective date and will provide the BUE(s) at least 8 (eight) days advance notice. Unless operational requirements exist, the Employer will reassign the most senior volunteer, if there are no volunteers, the Employer will then reassign the most junior BUE.

Section 8. The Employer will normally approve a BUE's request for shift change(s) unless operational requirements do not allow. This includes shift exchanges with other BUEs from another watch shift as well as allowing the BUE to adjust scheduled days off.

### **ARTICLE 30 CREW BIDDING**

Section 1. In accordance with Article 7 of this Agreement, the Employer will notify the Union of any changes to the watch schedule.

Section 2. The Union shall have at least eight (8) days prior to the implementation of any changed, revised, and/or new watch schedule that has been negotiated accordance with Article 7 of this Agreement to provide requested slot positions for each BUE within that changed schedule unless the Employer shows operational requirements that necessitate other arrangements.

Section 3. The Employer will make every attempt to utilize the slot positions requested by the Union unless the Employer shows operational requirements that necessitate other arrangements.

Section 4. The Employer will allow all affected BUE(s) at least eight (8) days advance notice before starting with the new schedule and will take into consideration any specific request(s) and/or problem(s) before implementing unless the Employer shows operational requirements that necessitate other arrangements.

Section 5. BUE's may change places on the Watch Schedule on or about 1 November of each year unless the Employer shows operational requirements that necessitate other arrangements. This may be used to switch places on the same crew or to switch between crews. BUE's may change places on the Watch Schedule at other times with Management approval.

### **ARTICLE 31 WORKING HOURS**

Section 1. Working hours shall be established in accordance with applicable law, rule, and regulation.

Section 2. The basic workday shall consist of eight (8) consecutive hours and the basic administrative workweek for the BUE equates to 40 hours in a full-time position. The hours of work within that workweek for each BUE will be performed within a period of not more than 6 of any 7 consecutive days.

Section 3. On changing to daylight savings time, consistent with law, rule, and regulation, BUEs may be afforded the opportunity to remain on duty for eight (8) hours. BUE's required to work nine (9) hours will receive 1 (one) hour of overtime or compensatory time.

Section 4. To complete a thorough transfer of position responsibility and receive a work assignment, BUEs will report for duty no later than ten (10) minutes prior to the scheduled work shift. The relieving employee may assume position responsibility no earlier than ten (10) minutes prior to the scheduled shift, unless otherwise directed by the FWS/CIC. When a BUE is relieved, he/she may leave the facility if relief takes place ten (10) minutes or less prior to the end of the relieved employee's shift.

Section 5. Any change to the working hours associated with the watch schedule must be negotiated in accordance with Article 7 of this Agreement.

Section 6. Upon request by the Union, the Employer agrees to discuss and review the feasibility of Alternate Work Schedules in accordance with 5 U.S.C., and all other applicable law, rule, or regulation.

### **ARTICLE 32 PROBATIONARY EMPLOYEES**

Section 1. When the Employer decides that a probationary employee is to be separated, the employee will be notified in writing as to why he/she is being terminated and the effective date of the action. Except when circumstances require immediate dismissal, the affected employee will be given two (2) weeks advance notice prior to the effective date.

Section 2. Probationary employees may appeal removal actions in accordance with 5 CFR 315. If the BUE request, the Employer will allow a Union Representative to be at any meeting(s) between the Employer and the BUE when any termination procedures/options are being discussed.

### **ARTICLE 33 COMPENSATION**

Section 1. Once the Employer has determined that all legal, regulatory, and administrative requirements have been met, promotions to positions within the Unit, including those resulting from Facility classification changes, will normally be effected at the beginning of the first full pay period, but in no case later than the beginning of the second full pay period after the BUE becomes fully eligible, or the Facility met the traffic volume and/or complexity criteria for reclassification or update. Facility Managers shall ensure that local Facility administrative requirements are uniformly administered and that the CHRO-East (Civilian Human Resources Office) is advised sufficiently in advance to accomplish the promotion action to meet this requirement.

Section 2. With the exception of statutory increases authorized under the Federal Pay Comparability Act of 1970, when a BUE becomes entitled to two (2) pay changes at the same time, the changes shall be effected in the order which gives him/her the maximum benefit.

Section 3. In the event of a Facility downgrade, the BUE shall be entitled to all benefits in accordance with applicable law, rule, or regulation.

Section 4. If an Employee does not receive 90% of his or her regular biweekly pay and allowances, due to administrative or other error, the named BUE shall receive these monies due as soon as possible without justification of need, upon notification to the Customer Service Relations (CSR) office that the error has occurred. If the BUE notices that an underpayment error has occurred, the BUE shall notify the Employer of the error and the Employer shall be responsible for any subsequent notifications necessary to the CSR and/or Defense Finance Accounting Service (DFAS). Normally, DFAS payroll office will process these special pay requests the same day as received, provided the information is forwarded to the DFAS payroll office via Remedy (help desk) not later than 10:00 A.M. Underpayments in any other amount will be resolved in accordance with DOD Financial Management Regulations. The Employer shall be responsible for correcting all errors and notifying the employee of any corrections. The Employer shall ensure that all allotments and/or payroll deduction options are corrected and processed as soon as possible, but no later than the next pay period.

## **ARTICLE 34 WAGES**

Section 1. BUEs shall be paid in accordance with applicable law, and government-wide rules and regulation.

Section 2. The Agency shall provide the air traffic premium pay at the rate of 5% (five per centum) to all BUEs who meet the requirements of 5 U.S.C. Section 5546a(a)(1).

Section 3. The provisions of Section 1 apply to, but are not limited to, the following: basic rate of pay, overtime pay, night differential, Sunday premium pay, holiday pay, and COLAs.

Section 4. A BUE who performs work during a regularly scheduled eight (8) hour period of service which is not overtime work and a part of which is performed on Sunday is entitled to pay for the entire period of service at the rate of his/her basic pay, plus premium pay at a rate equal to twenty-five (25) percent of his/her rate of basic pay. If the BUE is on leave for those hours, which actually fall on Sunday, he/she is not eligible for the premium pay.

Section 5. Night differential, at the allowable rate, will be paid for work performed between the hours of 6 P.M. and 6 A.M. Payment of night differential continues for regularly scheduled night hours when a BUE is absent due to a holiday or other non-work day, and when travel is performed during the night hours of his/her regularly scheduled tour of duty. Night differential continues during short periods of paid leave but only if the total amount of leave (including both night and day hours) taken during the pay period is less than eight (8) hours.

Section 6. At any point the Union believes that a request for Special Salary Rate (SSR) is warranted, the Agency will meet with the Union to discuss the validity of such a request.

## **ARTICLE 35 OVERTIME**

Section 1. Non-exempt BUEs shall receive Fair Labor Standards Act (FLSA) overtime compensation for all FLSA overtime work. All time worked, including hours and minutes, shall be recorded on a daily basis. Overtime will be paid in accordance with 5 C.F.R. 551.

Section 2. The Facility Overtime Procedure shall ensure equitable assignment of overtime per calendar year based on watch crew assignment and seniority. This will be ensured by entries within the ATC Facility Overtime Roster that is maintained at the FWS Desk.

Section 3. Facility Overtime Definitions

a. Holdover Overtime – Overtime required when it is necessary for a BUE to remain after a scheduled eight (8) hour watch. Holdover overtime will be assigned from the on-duty watch crew and will be guaranteed two (2) hours if worked.

b. Early Call-In Overtime – Overtime required when it is necessary for a BUE to report to duty prior to an eight (8) hour scheduled watch. Early call-in overtime will be assigned from the watch crew scheduled for that next watch period and will be guaranteed two (2) hours if worked.

c. Off-duty Overtime – Overtime required when it is necessary for a BUE to report to work for a period of not less than four (4) hours and up to eight (8) hours on a normally scheduled off day.

#### Section 4. Facility Overtime Procedures

a. After identifying what type of overtime is required and from which watch crew that assignment will be made, the most senior employee with the least amount of total overtime assignment for that calendar year will be assigned. If that BUE cannot be contacted for assignment, the next senior will be assigned, and so on until an assignment is made.

b. The Employer shall notify the BUE of an overtime assignment(s) as soon as possible.

c. The BUE assigned overtime work will be allowed to secure a qualified replacement to perform that overtime period. This replacement must be identified within a reasonable period and the actual assignment will remain with the BUE assigned.

d. A BUE may be relieved of an overtime assignment when, in the judgment of the Employer, the health or efficiency of the BUE may be impaired and/or the BUE has personal circumstances which make it impossible for the BUE to work that period.

#### Section 5. Overtime will not be assigned in conjunction with scheduled leave.

Section 6. Scheduled overtime shall not normally be canceled without seven (7) days notice. However, if a BUE cancels or returns from annual or sick leave, any overtime scheduled to cover that absence may be canceled, provided that such overtime had been scheduled as a direct result of the returning BUE's absence.

Section 7. Annual leave may be granted to any BUE regardless of whether or not overtime work is being performed at the time by other Employees on the shift.

Section 8. Except as otherwise provided for below, compensatory time off may not be substituted for overtime pay for regularly scheduled overtime work. At the request of the BUE, the Employer may grant compensatory time off from a BUE's tour of duty instead of payment for an equal amount of irregular or occasional overtime work.

Section 9. If a BUE has any entitlement to overtime pay under FLSA, the Employer cannot require the BUE to take compensatory time instead of overtime pay.



## **ARTICLE 36 PAY PROCEDURES**

Section 1. Payday shall not be later than the first Friday after the close of the pay period.

Section 2. Leave and Earnings Statements (LES) will be provided to BUEs each pay period. Unless prevented by circumstances beyond the Employer's control, the Employer agrees that BUE's LES will be mailed to reach BUEs no later than the end of three (3) days after the designated payday. At the option of the BUE, the BUE may notify the Employer that he/she will access and receive their LES on the My-Pay website. BUEs shall have access to their LES via <https://emss.dfas.mil/mypay.asp>, at any time.

Section 3. The Employer shall issue IRS W-2 forms to BUEs no later than January 31 of the following year.

## **ARTICLE 37 RETIREMENT AND BENEFITS ADMINISTRATION**

Section 1. The Employer recognizes its obligation to fully inform BUEs about all benefits for which they may be eligible and the costs and consequences of benefit plans or options, encourage them to avail themselves of such benefits, and to assist them in initiating claims. The Employer agrees to take affirmative action to fulfill this obligation through such means as providing information, brochures, pamphlets, other appropriate information, and assisting BUEs in filing benefit claims.

Section 2. The Employer will establish a personnel action system that requires priority processing of packages related to BUE deaths.

Section 3. After a BUE's death, the Employer will promptly notify the deceased BUE's beneficiary of all benefits to which a deceased BUE's beneficiary may be entitled. Upon request of the BUE's beneficiary, the Employer will assist in completing the appropriate forms and filing the claim for unpaid benefits. Those benefits will include but not be limited to, lump sum leave payment, any retirement insurance, social security benefits, and other services to which the beneficiary may be entitled. The personnel specialist will be the contact until all applicable benefits are settled.

Section 4. Upon request, the Employer will provide retirement planning counseling to any BUE participating in the Civil Service Retirement System (CSRS) or Federal Employees Retirement System (FERS). The counseling will include, but not limited to, individual counseling, assistance, information, and preprinted materials maintained for such purposes. BUEs participating in such counseling will be in a duty status, if otherwise in a duty status.

Section 5. Brochures and pamphlets associated with benefits programs will be provided to the Union by the Employer.

Section 6. The Employer will ensure that the most recent version of the following brochures and forms are provided to new BUEs for review, and are available for review upon request to all BUEs:

- a. Federal Employees Health Benefits Program forms and information;
- b. Enrollment Information Guide and Plan Comparison Chart, including the applicable fee schedule folder which accompanies the Service Benefit Plan Brochure;
- c. brochures on both government-wide retirement plans;
- d. any brochures they may request on plans sponsored by Employer organizations for which DOD employees may qualify;
- e. brochures of all comprehensive plans serving the area in which the BUE is located.

Section 7. The Employer will also provide BUEs access to the Benefits Line or the Employee Benefits Information System (EBIS) for Federal Employee Health Benefits (FEHB) elections and information.

Section 8. If there is any change in retirement or benefits, or related laws or regulations, the Employer will notify the Union. The Parties will negotiate any changes in accordance with applicable law and Article 7 of this Agreement.

Section 9. The Parties recognize that applications for Federal Service retirements are subject to the rules, processing procedures, and time limits established by the Office of Personnel Management (OPM). In order to minimize this processing time, BUEs may submit their application for retirement to the Employer ninety (90) days prior to the scheduled effective date of separation. Provided that a BUE has given at least thirty (30) day notice of his/her intent to retire, the Employer will ensure that all necessary paperwork in connection with a retirement application is forwarded to the appropriate office within five (5) days of the actual separation of the BUE.

Section 10. If the retired employee has not received his/her first check within thirty (30) days of the date OPM received his/her retirement package, the Employer will, upon request of the retired employee, assist in securing retirement benefits for the retired employee.

Section 11. In accordance with applicable government-wide regulations, a BUE may withdraw a resignation or retirement application at any time prior to its effective date, if the position was not abolished or a commitment to hire a replacement has not been made.

Section 12. In the event it is determined that a BUE is permanently disqualified for air traffic control duties, the Employer will inform the BUE of the rights, benefits and options, including other types of positions for which the BUE may be qualified and the procedures for requesting consideration for such positions.

Section 13. A BUE who has been engaged in the separation of aircraft will be eligible for retirement in accordance with applicable law.

Section 14. Unless operational conditions preclude, the Employer will allow BUEs to attend any and all Command sponsored benefit type seminars, to include Health Fairs, which are conducted within the local area on duty time.

### **ARTICLE 38 TEMPORARY PROMOTIONS**

Section 1. When it is known that a higher grade supervisory or staff position will be vacant for a period of ninety (90) days or more and a bargaining unit employee has been selected to fill the position, that BUE shall be given an immediate temporary promotion. The promotion will become effective as soon as the administrative requirements can be met and the necessary paperwork effected, normally within one pay period. The terms of this Article shall not be construed to prevent the Employer from making temporary promotions, at their election, of less than ninety (90) days.

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

Section 3. All temporary promotions will be by Notification of Personnel Action (NPA).

Section 4. The Employer will normally fill any temporary promotion from a list of qualified BUEs who volunteer or apply for that position.

Section 5. Union representatives shall not normally be required to fill any temporary promotion as long as other qualified BUEs are available.

Section 6. BUEs shall be entitled to any pay provisions associated with temporary promotions in accordance with applicable law, rule and government-wide regulation.

### **ARTICLE 39 EDUCATION AND PROFESSIONAL TRAINING**

Section 1. BUEs assigned to and/or enrolled in off-duty education or professional training may be entitled to all benefits provided by applicable law, regulation, and this Agreement.

Section 2. BUEs may submit requests to enroll in correspondence courses and other education and professional training programs at no cost to the BUE. Such requests will be given consideration by the Employer in accordance with law, rule, and regulation.

Section 3. Unless operational requirements do not permit, a BUE enrolled in an education and professional training program may be authorized and provided voluntary training assistance and all related administrative support including, but not limited to, liberal leave and crew switching policies, administrative leave, tuition assistance, and related fees.

Section 4. BUEs will normally not have their days or shifts changed in mid-semester while attending educational institutions, unless required by operational necessity.

Section 5. BUEs may participate on their own time in educational and training programs directly related to improving their job performance within the profession. To the maximum extent practical and allowable by law and government-wide regulation, BUEs shall be reimbursed for such training, if such training is deemed directly related to improving job performance by the Employer. Requests for approval and reimbursement must be submitted sufficiently in advance to permit final determinations and be made prior to enrollment. The program shall be made available on an equitable basis to all BUEs covered by this Agreement. Approval will not be given on a retroactive basis.

Section 6. The Employer will inform BUEs of training opportunities available which are sponsored and/or conducted by the Employer. BUEs will make request to attend these training opportunities with their FWS and unless operational requirements do not permit, BUEs shall be able to attend.

#### **ARTICLE 40**

##### **TEMPORARILY DISABLED EMPLOYEES/ASSIGNMENTS**

Section 1. BUEs shall be responsible for immediately notifying the Employer when they are not Physically Qualified (NPQ) to perform air traffic control duties. The NPQ status may include medical or physical reasons which could include temporarily prohibited from performing control duties because of medications.

Section 2. If the NPQ status is expected to be of a short duration, less than thirty (30) calendar days, the Employer will attempt to find non-control type duties for the BUE within their regular watch schedule. If non-control type duties are not available, the BUE will have the ability to request reassignment to other type duties within the ATCF, not necessarily associated with their Position Description.

Section 3. If the expected duration of NPQ will or is expected to exceed thirty (30) calendar days, the Employer may make an assignment of work within the cognizance of the MCABE Commanding General.

Section 4. During the period of NPQ, BUEs assigned other duties as outlined within this Article, may be removed from their normal Basic Watch Schedule. The Employer will assign an appropriate work schedule which will not normally include premium pay work hours. As

mutually agreed to by the Employer and the Employee, this temporary assignment may include a “part-time” type schedule.

Section 5. When work is not available under Section 2 or 3 of this Article, at the employee’s option, annual leave and/or LWOP (if appropriate) may be substituted. If the BUE is within a “part-time” type schedule, sick leave, annual leave, and/or LWOP shall be taken for the remainder of the required 80 (eighty) hour pay period.

Section 6. BUEs shall continue to be considered for promotional opportunities for which they are otherwise qualified.

Section 7. Employees assigned duties under this provisions of this Article shall continue to be considered as bargaining unit employees and shall be entitled to all provisions of this Agreement and those provided by law and regulation. This provision does not apply to those BUEs who are officially detailed or temporarily promoted to a position outside of the bargaining unit.

## **ARTICLE 41**

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

Section 1. All reduction-in-force (RIF) actions will be carried out in complete accordance with applicable laws, regulations, and this Agreement.

Section 2. Prior to affecting a RIF, the Employer agrees to review any and all other options that might be available, and to the extent practical will employ those options. To include the review of options such as restricting recruitment and promotions, by meeting ceiling limitations through normal attrition and by reassignment of qualified surplus employees to vacant positions.

Section 3. Whenever the Employer has determined to initiate a RIF within the bargaining unit, it will notify the Union in writing. Such notice shall be provided as soon as practicable, normally no less than ninety (90) days prior to the issuance of a RIF notice. The notification will include all applicable documents associated with the RIF action and will include the approximate effective date of the RIF, the approximate number of positions that will be abolished, and the reason for the RIF. The Union shall be notified of all subsequent events in connection with the RIF.

Section 4. The Employer agrees to meet with the Union as soon as the notification identified with Section 3 of this Article is issued to discuss what type(s) of programs are available and applicable. Upon request by the Union, all applicable programs will be briefed to the BUEs.

Section 5. The Employer will issue BUE(s) RIF notices at least sixty (60) days prior to the RIF effective date. In accordance with applicable government-wide regulations, if the Employer extends the original RIF date the Union will be notified prior to the original RIF effective date. This notice will include the updated RIF effective date as well as any applicable associated documents.

Section 6. In the event of a RIF, the affected BUE(s) will be provided the opportunity to review with the Employer their position in regard to the master retention register. The BUE may be accompanied by a Union representative if requested.

Section 7. Affected BUEs shall be provided with at least sixty (60) days advance written notice before releasing them from their competitive level.

Section 8. BUEs who have received a specific notice of separation will be counseled concerning their rights under applicable law, rule, and regulation, to include but not limited to the following programs:

- a. Priority Placement Program (PPP);
- b. Re-employment Priority List (RPL);
- c. Interagency Career Transition Plan (ICTAP);
- d. Job Training Partnership Act (JTPA), as amended;
- e. Discontinued Service Retirement Program (DSRP);
- f. Priority Consideration List (PCL);
- g. Voluntary Separation Incentive Pay (VSIP);
- h. Veterans Employment Opportunity Act (VEOA).

Eligible BUEs will be registered in these programs and will be referred, in accordance with the provisions of each program, for placement in temporary and permanent positions for which they qualify. Acceptance of temporary employment will not affect a BUEs right to be offered permanent employment. Furthermore, the Employer shall counsel those BUEs who have received a specific notice of change to lower grade about their rights under the priority placement program and shall register eligible BUEs in the program. If the RIF status of a BUE changes after the specific notice is issued, the BUE will be notified in writing, and the Union shall be provided a copy concurrent with this notification.

Section 9. The Employer will insure job replacement programs are made available, to the maximum extent practicable, in accordance with Department of Defense policies and procedures to find BUE(s) in federal agencies, within or outside the commuting area, for those RIF notified BUEs. The Employer will make every reasonable effort to find employment in other federal agencies, within the commuting area, for those BUEs separated in a RIF. The Employer shall also inform BUEs that are being separated regarding the services of state employment agencies.

Section 10. In accordance with applicable law, rule, and regulation, BUEs in receipt of a RIF notice will have the right to review pertinent retention registers and applicable RIF regulations.

In viewing these documents, BUEs will have the right to be accompanied by a representative of the Union, and both persons will be afforded official time for this purpose.

Section 11. Grade and pay retention for eligible BUEs will be that prescribed by applicable law, rule, and regulation.

Section 12. Separated BUEs will be paid severance pay in accordance with applicable law, rule, and regulation.

Section 13. The Employer shall maintain RIF records for at least two years from the date of the specific RIF notice to BUEs.

Section 14. As a minimum, in the event of a proposed RIF:

a. The Union shall be provided, at least (60) days before the RIF, a list of all vacancies to be offered to BUEs when the RIF takes effect.

b. The BUEs affected by the RIF will also be provided a copy of these vacancies thirty (30) days prior to the RIF taking effect.

c. No later than thirty (30) calendar days following enactment of a RIF of the BUEs, the Union shall be provided a list displaying the order of preferential offering of the BUEs filling these vacancies by any employees.

d. If a BUE is shown a note, record, or diary, as part of the administrative process, that denies his/her right to be selected for a vacancy, he/she may submit a written rebuttal of the allegation(s).

## **ARTICLE 42 TECHNOLOGICAL/PROCEDURAL CHANGES**

Section 1. The Employer will notify the Union of any impending technological or procedural changes as soon as practicable.

Section 2. Prior to the implementation of any new and/or different procedural/equipment changes, the Employer will notify the Union in accordance with Article 7 of this Agreement.

Section 3. The Parties agree that it is mutually beneficial for the Union to be involved in work groups established locally by the ATCFO in accordance with Article 47 of this Agreement.

Section 4. In cases where two (2) or more facilities jointly develop Letters of Agreement, the Union may be offered the opportunity to designate a representative to participate in this process for the purpose of providing technical expertise and assistance to the Employer. Any letters of Agreement entered into by the Employer that affect bargaining unit employees shall be

negotiated with the Union, prior to the implementation, in accordance with Article 7 of this Agreement.

Section 5. Unless operational conditions do not allow, the Employer will not implement any change(s) without at least eight (8) day notification of implementation to the controller workforce through a Facility Directive or Memorandum. The Employer agrees to provide appropriate training and guidance prior to implementation.

Section 6. The Employer agrees that any ATC systems error(s) or deviation(s) resulting from a change to procedures and/or equipment changes, will not be charged against a BUE if it is determined that the primary causal factor of the system error(s) and/or deviation(s) were the result of the change.

Section 7. Nothing in this Article shall be construed as a waiver of any Union or Employer right to include the Employer's rights as contained within Article 7 of this Agreement.

### **ARTICLE 43 STUDIES OF EMPLOYEES**

Section 1. The Employer will notify the Union in accordance with Article 7 of this Agreement of any proposed medical and/or psychological study participation for Bargaining Unit Employees. This includes any study that involves the time and motion measurement of BUEs or their job performance.

Section 2. The Union will be provided a document stipulating the conditions under which the study will be conducted and a statement of intent and practice by which data will be held in confidence.

### **ARTICLE 44 SURVEYS AND QUESTIONNAIRES**

Section 1. The Employer recognizes it is in its interest to have maximum support for all surveys of all Bargaining Unit Employees.

Section 2. The Employer shall provide the Union with an advance copy of all questionnaires/surveys intended for Bargaining Unit Employees.

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

Section 4. The Employer shall provide appropriate procedure for the Bargaining Unit Employee to return the questionnaire/surveys.



Section 5. The Union will be provided a copy of the results/summary/overview of the questionnaire/survey when received by the Employer.

Section 6. Participation in questionnaires/surveys, either written and/or verbal, by Bargaining Unit Employees, shall be handled in accordance with Article 7 of this Agreement.

## **ARTICLE 45 FACILITY EVALUATIONS**

Section 1. The Local Union President or his/her designee will receive advance notice when any type of evaluation concerning the air traffic operations and/or bargaining unit employees is to be conducted.

Section 2. A Union representative is entitled to attend formal discussions conducted with BUEs during any evaluation which meet the criteria of 5 U.S.C. 7114(a)(2)(A) and/or the terms of Article 6 of this Agreement.

Section 3. When requested by the Union, the ATCFO will meet and discuss the evaluation to include the final evaluation report with the Union. If requested, the ATCFO will provide the Union with a copy of the Evaluation Report and any other associated or supporting documentation.

Section 4. The Local Union President, or his/her designee, will be invited to the final out briefing by the facility evaluation team.

Section 5. The Union will be notified of any changes that will affect working conditions and afforded their bargaining rights in accordance with Article 7 of this Agreement.

## **ARTICLE 46 OCCUPATIONAL SAFETY AND HEALTH**

Section 1. The Employer shall comply with law, rule, and regulation concerning occupational safety and health.

Section 2. The Employer shall make every reasonable effort to provide and maintain safe and healthful working conditions. Factors to be considered may include, but are not limited to, heating, air conditioning, ventilation, air quality, lighting, and water quality.

Section 3. The Employer recognizes the need to work with the Union in developing and promoting sound mishap prevention programs and practices. Both Parties will encourage Employees to promptly report unsafe conditions. The Union may make recommendations related to safety and health to the Air Traffic Control Facility Officer for his/her action. The Air Traffic

Control Facility Officer will advise the President of the Union if the recommended action has been taken or the reasons for not implementing those recommendations within twenty-five (25) days of receiving the recommendation. If the recommended actions are not implemented or beyond the authority of the Air Traffic Control Facility Officer, he/she shall advise the President of the Union, in writing if requested, and/or forward the Union's recommendations to the appropriate authority for action within thirty (30) days of receipt. The Union, upon request, will be provided copies of all injury/mishap, work related illness, and operational hazard reports concerning the facility.

Section 4. The Employer shall supply and replenish fully stocked first aid kits, and replenish supplies, as needed in both the Tower and Radar worksites. The availability of first aid kits does not diminish the need for BUEs to notify supervisory personnel of injuries.

Section 5. The Employer shall annually review fire evacuation procedures with all personnel and provide training in the operation of fire extinguisher and other related equipment at the Facility. Fire evacuation plans shall be conspicuously displayed and reviewed with each Employee. Assistance from MCAS Cherry Point fire departments may be utilized in developing evacuation plans and conducting the training required by this Section.

Section 6. The Employer may make available formally administered first aid and CPR training courses for BUEs. If these training opportunities come available, the Union will be notified as soon as possible. BUEs volunteering for this training will be allowed to attend if operational conditions allow. If this training occurs during off-duty time, the Employer will consider a request by the BUE to adjust their schedule. BUEs who volunteer to attend during off-duty periods will be allowed to attend if training positions are available.

Section 7. In the event of construction or remodeling within the ATC Facility, the Employer shall ensure that proper safeguards are maintained to prevent injury to BUEs. The Union shall be advised of any such construction in accordance with Article 7 of this Agreement and applicable laws.

Section 8. If the Employer conducts or receives measurements of electromagnetic radiation for all equipment within the Facility (i.e. terminal Radar displays, Cathode Ray Tubes, video display terminals using cathode ray tubes, as well as any future equipment), a copy will be provided to the Union.

Section 9. If the Employer initiates the use of chemicals or pesticides for eradication purposes at the ATC Facility, the Union shall be notified in writing and advised of the nature and purpose of their use. The Union President shall be advised in sufficient time prior to the use of any such chemicals or pesticides in accordance with Article 7 of this Agreement and applicable law.

Section 10. Any Employee who believes that he/she is working under conditions, which are unsafe or unhealthy, shall have the right to request an inspection by the MCAS Joint Safety Office.

Section 11. The Employer shall provide the Union information on the procedures for filing a claim and other matters concerning workman's compensation. The Employer shall ensure that claims for personal injury are processed in a timely manner and in accordance with OWCP procedures and applicable Air Station Orders.

Section 12. The Employer shall test for evidence of drinking water contamination (by Radon or other contaminants exceeding EPA water quality standards) at the facility, at least once every three (3) years and more often if there is evidence of possible contamination. If such testing validates the contamination, and if corrective action or abatement cannot readily be taken, the Employer will provide bottled water and associated equipment or other potable water meeting EPA/OSHA standards for the use of all bargaining unit employees until the contamination has been corrected/abated, as evidenced by a normal water test taken at least ten (10) days following correction/abatement.

Section 13. Hazardous Duty Pay (General Schedule). Pay to BUEs for irregular or intermittent duty involving unusual hardship or hazard that is not adequately alleviated by protective or mechanical means will be paid in accordance with applicable regulations. With regard to Permissible Exposure Limits (PEL) to any substance, OSHA regulations will control.

Section 14. Indoor air quality concerns identified by the Union, including those involving "sick building syndrome," shall be investigated using the advisory standards of the American Society for Heating, Refrigerating and Air-conditioning Engineers, and EPA and OSHA guidelines. All test results shall be provided to the Union as soon as they are available.

## **ARTICLE 47**

### **WORK GROUPS AND COMMITTEES**

Section 1. For the purpose of this Article, "committee and/or work group" means any committee and/or work group established by the ATCFO, that does not undertake deliberations on the exercise of Management rights under 5 U.S.C. 7106.

Section 2. The Parties agree that it is mutually beneficial for BUEs to be involved in work groups established locally by the ATCFO, to provide operational perspectives into the development, testing, and/or deployment of technological, procedural, or airspace changes.

Section 3. In those cases where the ATCFO determines BUEs will participate within a work group the ATCFO will notify the Union prior to establishing the work group to include the scope of as well as the goal of the work group.

Section 4. The Union will have the opportunity to designate BUEs to be assigned to these work groups. The Employer will take these request(s) into consideration as well as any other individual situations prior to making this work assignment.

Section 5. All work group activities will be performed during duty time.

Section 6. The ultimate decision making process will remain with the ATCFO. The work group will prepare a report and/or a recommendation to be submitted to the ATCFO. The ATCFO will provide a copy of this report/recommendation to the Union as soon as practicable.

Section 7. For any procedural or technological changes, the Employer will comply with the conditions as contained within Article 42 of this Agreement.

Section 8. Nothing in this Article shall be construed as a waiver of any Union or Employer right to include the Employer's rights as contained within Article 7 of this Agreement.

#### **ARTICLE 48**

#### **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

Section 1. It is agreed between the Parties that all precautions will be taken to eliminate and prevent discrimination against any BUE based on age, sex, race, religion, color or national origin, reprisal, or handicapping condition(s).

Section 2. The Union President shall be provided a current list of all EEO Counselor(s) who represent MCAS Cherry Point and information on the EEO complaint system and counselor duties. The Employer shall post the name(s), office and work telephone number(s), of all MCAS Cherry Point EEO counselor(s) in a location frequented by Bargaining Unit Employees.

Section 3. Upon request, the Employer shall brief BUEs on the DOD/DoN EEO policies and update the BUE when changes occur.

Section 4. Upon request, BUEs may be accompanied by a Union Representative during an EEO meeting.

#### **ARTICLE 49**

#### **CIVILIAN EMPLOYEE ASSISTANCE PROGRAM**

Section 1. The Civilian Employee Assistance Program (CEAP) is designed to promote the well being of BUEs, and to the extent feasible their family members, through counseling and referral for assisting those BUEs in overcoming performance or conduct deficiencies and to provide guidance for implementing the policy, and to establish responsibility for administration of the program.

Section 2. Sick leave may be granted for the purpose of treatment or rehabilitation in accordance with Article 18 of this Agreement.

Section 3. Participation in the CEAP will be voluntary and any records of such participation shall be kept confidential, in accordance with law, rule, and regulation.

Section 4. Upon request of the BUE and/or the Union, information about the CEAP Program will be made available by the Employer. This information may be in the form of brochures and/or briefings.

Section 5. The Employer shall update the list of the designated CEAPs on a quarterly basis and shall post that list in a timely fashion. The Employer will identify all designated CEAP coordinators. The Employer's designated CEAP coordinator(s) shall, upon request, provide any BUE and/or union representative with a list of appropriate CEAPs.

Section 6. A BUE who successfully completes rehabilitation and counseling through CEAP may be given an opportunity to reenter their previously held position if it is determined that this action would not pose a danger to public health or safety or the national security. This determination will also be based upon their overall record as a federal employee. The Douglas factors will be considered prior to rendering a decision.

Section 7. A BUE who voluntarily self-refers under this Article shall not be subject to disciplinary action based only on substance abuse, if the BUE:

- a. obtains counseling through the Employer's CEAP, and completes the recommended rehabilitation and;
- b. refrains from any further use of illegal drugs in accordance with Executive Order 12564.

Section 8. A BUE may self refer except under the following circumstances:

- a. the BUE has received specific notice that he/she is to be tested for drugs;
- b. the Employer has begun the testing at the facility and/or the drug testers have arrived at the facility to commence testing;
- c. the Employer is awaiting the results of a drug test taken by the BUE;
- d. the BUE is under investigation by the Employer for alleged substance abuse and the employee has been made aware of the investigation;
- e. the BUE is subject to post-accident/incident testing and/or reasonable-suspicion testing.

## **ARTICLE 50 EMPLOYEE SUPPLIES**

Section 1. All equipment and supplies necessary for BUEs to carry out and conduct any and all assigned duties and responsibilities, to include but not limited to pens, paper, forms, and files shall be provided by the Employer.

**ARTICLE 51**  
**SYSTEM ERROR(S), SYSTEM DEVIATION(S), AND/OR INCIDENTS**

Section 1. If the Employer determines that a system error (SE), system deviation (SD), and/or incident may have occurred, any BUE involved shall be relieved from position as soon as operationally possible.

Section 2. At any time the Employer moves beyond the determination and/or investigatory phase as defined within Section 4a. and 4b. of this Article, the BUE shall be afforded the presence of a union representative, if requested by the BUE.

Section 3. If the Employer initiates a SE/SD investigation and/or determines that an incident did occur, the Union will be notified as soon as practical.

Section 4. Evaluation statements.

a. Initial Evaluation – BUEs shall verbally provide the preliminary information to determine the BUE's perspective on the events that took place which is requested by the employer to make an initial determination as to whether an investigation is warranted. This phase is meant only to determine the need for an investigation and is not investigatory.

b. Initial Written Statement– After a possible SE/SD, BUEs are required to provide a written statement as soon as possible after the Employer's request (normally within two (2) hours). BUEs shall provide this statement on Form OPNAV 3752-1, Mishap Investigation Report. The Employer shall accept this Form in accordance with its terms.

c. The BUE, at his/her election, may provide an interim statement to a Review Board, if convened. The BUE and their representative, upon request, shall be provided all data available at that time and recordings related to the event with ability to review.

d. Final Written Statement – BUEs and their representatives shall be permitted to review any data utilized in the related investigation by the Employer or, if convened, the Review Board, prior to making a final written statement. This includes, but is not limited to listening/reviewing all relevant recordings. A BUE may elect to use the interim written statement for this purpose.

Section 5. If the ATCFO convenes a Review Board, this Review Board will be "fact finding" in nature only and will not have responsibility for recommending any actions. The Review Board will attempt to identify any and all factors (causal factors such as deficiencies in human, procedural, and/or equipment elements) which affected and/or contributed to the System Error and/or Deviation so as to reduce probability of future error. The Review Board will provide a final report to the ATCFO.

Section 6. At the request of the Union, the Employer will meet and discuss the Review Board determinations as well as provide the Union with a copy of the Employer's final report concerning the SE/SD and/or incident, to include any Review Board report.

Section 7. At the request of the Union, the Employer will provide a copy of the Employer's final report concerning the SE, SD, and/or incident to the Union and to the BUE.

## **ARTICLE 52 MEDICAL QUALIFICATIONS**

Section 1. BUE(s) engaged in active control of air traffic are required to complete an annual flight examination in accordance with applicable DoN rules, regulations, tests, and guidelines as set forth within the DoN Manual of Medical Department (MANMED), Chapter 15-65 (MMD 15-65) as applicable to civilian air traffic controllers. Examinations must result in a determination of Physically Qualified (PQ) to control air traffic and perform air traffic duties.

Section 2. Annual medical examinations shall be performed by the Employer's designated Aviation Medical Officer (AMO).

Section 3. The Employer agrees to provide the Union the most current MANMED as well as any other MANMED supplemental regulation(s).

Section 4. If a determination of Physically Qualified (PQ) is made at the completion of the BUE's flight physical, the BUE will receive an Aeromedical Clearance Notice stating Physically Qualified (PQ) for ATC. If a determination is made that a BUE is Not Physically Qualified (NPQ), a Grounding Notice will be issued to the BUE. The BUE will provide a copy of the "Notice" (either Clearance or Grounding) to the FWS as soon as practical.

Section 5. All medical examinations shall be conducted during duty time for each BUE. The BUE will normally be notified of scheduled annual examination at least fourteen (14) days prior to the required examination. To the extent possible, a BUE's regularly scheduled shift shall not be altered to accommodate a scheduled annual examination. Medical examinations other than the annual examinations shall also be conducted during duty time.

Section 6. All medical examinations for BUEs shall be conducted in accordance with the General Medical Standard Requirements ("Requirements") for DoN Civilian Air Traffic Control Specialists. See Appendix C. The Employer shall develop a local form to include the BUE's name, date and time of examination, location of examination, reference to Appendix C of the CBA, and any special instructions required for the examination. This Form will be provided to each BUE when their annual flight physical is scheduled. The Employer will brief all local AMOs and MTF medical personnel on an annual basis to ensure they are aware of these applicable test(s) and the standards for civilian air traffic controllers.

Section 7. All medical examinations for BUEs will be performed on the following medical examination forms: examinations occurring every 5<sup>th</sup> year at ages 25 through 50 and then annually thereafter and referred to as "long form examinations" will be performed on Standard Form 88 (SF-88), while all other examinations will be referred to as "short form examinations" and will be performed on NAVMED 6410/10.

Section 8. If an employee's examination cannot lead to the determination that the BUE meets required standards in accordance with section 6 of this article, the Employer shall pay the costs associated with additionally required tests. If an examination leads to the determination that the BUE does not meet the required standards in accordance with Section 6 of this article, the AMO will review the diagnosis with the BUE and the diagnosis shall be reduced to writing if requested by the BUE. Subsequent tests or examinations shall be the responsibility of the BUE who fails to meet the necessary standards.

Section 9. Any BUE unable to meet the standards as listed within Section 1 of this Article, will be placed in the temporary status of Not Physically Qualified (NPQ) and will not perform air traffic control duties. If an employee is in a temporarily NPQ status, the terms of Article 40 (Temporarily Disabled Employees/Assignments) of this Agreement will apply.

Section 10. It shall be the BUE's responsibility to notify the Employer, as soon as practicable, of any change to medical status to include illness, medical condition, and/or medications throughout the calendar year, which renders and/or might render the employee NPQ. Final determinations as to PQ/NPQ to perform the duties of air traffic controller shall remain with the Employer. The Employer's designated AMO may require copies of medical treatment in these cases as well as possible examination and/or additional testing.

Section 11. The AMO will submit a waiver request for the BUE in accordance with the procedures as outlined within MMD and the Aeromedical Reference and Waiver Guide. The AMO will provide the BUE with any updates to the waiver request throughout the process. The BUE will receive a copy of the waiver request package prior to submission.

Section 12. In accordance with Section 1 of this Article, the BUE may be issued a temporary Physically Qualified Aeromedical Clearance Notice pending final disposition of the case by the Commandant of the Marine Corps (CMC).

Section 13. Any BUE determined to be permanently NPQ and, who was denied a waiver from CMC to perform duties as an air traffic controller, will be notified in writing by the Employer. The AMO will discuss and provide the BUE a copy of the package denying the waiver, including any documentation provided by BUMED/NAMI and CMC.

Section 14. In the event a BUE is denied a waiver and is determined to be permanently NPQ, the Employer shall make every reasonable effort to reassign the BUE to an appropriate position in accordance with the terms of this Agreement, all applicable law, rule, and government-wide regulations including, but not limited to, 5 U.S.C. 3381.

Section 15. The Union will be notified of any changes to this Article or DoN's medical qualification requirements in accordance with Article 7 of this Agreement.



**ARTICLE 53**  
**EMPLOYEE RIGHTS RELATED TO MEDICAL CONDITIONS**

Section 1. The Parties agree that medical documentation and other personal information related to the medical condition of BUEs, including but not limited to Acquired Immuno-Deficiency Syndrome (AIDS) or Human Immuno-Deficiency Virus (HIV) positive status, shall be treated in a way to protect confidentiality and privacy in accordance with 5 U.S.C. 552(a). Except as follow-up to an identified medical condition, AMO's shall not inquire as to the potential HIV/AIDS status of a bargaining unit member.

Section 2. The Agency agrees that the AMO will only solicit medical condition information as required to determine the physically qualified status of a BUE to perform air traffic control duties.

Section 3. A BUE's HIV status shall not be the sole basis for a Not Physically Qualified (NPQ) determination.

Section 4. The Agency will comply with all requirements contained within 29 CFR 1614.203, and will ensure BUEs will be allowed to work free from discrimination on the basis of their medical condition. Under the provisions of 29 CFR 1614.203, qualified handicapped bargaining unit BUEs will be reasonably accommodated, in accordance with the Rehabilitation Act of 1973, as amended. It is the BUE's responsibility to provide medical information regarding the extent to which a medical condition is affecting availability for duty or job performance to enable the Agency to reasonably accommodate the BUE.

Section 5. Employees infected by the HIV, or with AIDS shall be allowed to work free from discrimination on the basis of their medical condition.

**ARTICLE 54**  
**ATC TRAINING**

Section 1. BUEs shall be provided training, in accordance with applicable law, rule, government-wide regulations, and Employer directives, in a fair and equitable manner. Any changes thereto will be handled in accordance with Article 7 of this Agreement.

Section 2. If a BUEs developmental training is interrupted for thirty (30) days or more, the Employer will determine whether he/she shall be granted sufficient training time to attain the level of proficiency he/she had prior to the interruption, before resuming the remaining allotted training hours. The BUEs evaluations, training reports, and the BUE's position instructor's written input, shall be used by the Employer to determine when the BUEs former level of proficiency has been re-attained.

Section 3. Developmentals will be advised in advance of general topics that a developmental is scheduled to receive for OJT or classroom/study time.

Section 4. Remedial training shall only be administered to correct documented deficiencies in an employee's performance. When a BUE is to be given remedial training, he/she shall be notified, in writing, of the specific areas to be covered and the reasons therefore. Remedial training shall be confined to those specific areas. Only these specific subject areas shall be entered into the training record. Any remedial training shall be in accordance with applicable provisions of the Employer's facility manual.

Section 5. When a Controller Evaluation Board (CEB) is convened the affected BUE shall be afforded the ability to present, in person or in writing, his/her statement to the CEB. If requested by the BUE, a Union representative may accompany them in front of a CEB, in accordance with Article 6 of this Agreement.

Section 6. BUEs may voluntarily enroll in study courses designed to improve their work performance. If the BUEs immediate supervisor determines study course(s) to be beneficial, and providing operational requirements permit, BUE may be allowed to perform course(s) during regularly scheduled duty time.

## **ARTICLE 55 VEHICLE PARKING**

Section 1. The Employer agrees to provide secure parking within the Airfield Operations official parking lot as governed by regulations.

Section 2. NATCA shall be provided with a total of sixteen (16) designated parking spaces, as contained within the diagram listed in Appendix C of this Agreement.

Section 3. NATCA parking spaces will be reserved exclusively for BUEs. BUEs shall utilize only these parking spaces. If these spaces would all be taken, BUEs may utilize any of the free and non-designated spaces of the parking area.

Section 4. A BUE assigned the duties of Controller in Charge for that specific watch shift may utilize reserved parking for Watch Supervisor.

Section 5. The Union shall have the ability to mark these parking spaces appropriately with the NATCA logo.

## **ARTICLE 56 EMPLOYEE SERVICES**

Section 1. The Employer agrees to maintain all of the accommodations/facilities/amenities, presently utilized/enjoyed by BUEs, in proper working order and accessibility.

Section 2. The Employer shall maintain a cold, fresh, drinking water supply to the Tower and Radar room work spaces. In the event that this water supply contains contaminants exceeding EPA water quality standards, and corrective action or abatement cannot readily be taken, the Employer will provide potable water and associated equipment meeting OSHA standards for the Tower and Radar room work spaces until the contamination has been corrected or abated.

Section 3. The Employer shall maintain clean and adequately stocked rest rooms throughout the Facility.

## **ARTICLE 57 NATIONAL TRANSPORTATION AND SAFETY BOARD AND UNION REPRESENTATION**

Section 1. The Parties recognize that the entitlement of Air Safety Investigators to participate in NTSB investigations is a decision reserved by regulation to the NTSB. Should the NTSB allow NATCA investigators to participate and grant "Party status" to NATCA, representatives who are not employees of the MCAS Cherry Point will be allowed access to the facility with prior coordination.

Section 2. When operational requirements allow, a Union representative participates in a local NTSB accident/incident investigation, and that representative is a BUE, the Employer shall grant such representative official time, if otherwise in a duty status.

Section 3. In accordance with Section 2 of this Article, when operational requirements allow, the Union representative will be relieved from their normal duties to proceed to the appropriate NTSB location.

Section 4. If operational requirements allow, BUEs desiring to attend NTSB hearings that involve the local facility and/or its controller workforce, will normally be afforded annual leave and/or LWOP to attend.

Section 5. Unless operational requirements do not permit, the Union will normally be allowed one (1) BUE per calendar year up to four (4) weeks of accident/incident investigation training. During this training the BUE will be granted annual leave and/or LWOP for this period.

Section 6. In the event of an accident and/or incident that occurs within the Facility and/or where the Facility controller workforce is involved, the Employer will comply with Article 51 of this Agreement.

**ARTICLE 58**  
**CONTROLLER IN CHARGE (CIC) DUTIES**

Section 1. The CIC is intended to provide watch supervision for the continuous operation of a facility or area where a supervisor is not available. Assignments of BUEs to CIC duties are used when necessary, to supplement the supervisory staff.

Section 2. A Supervisor is considered available for watch supervision when he/she is within the operational area and able to perform the primary duties of the supervisory function. Minimal absence from the workspace while remaining within the immediate area is understood.

Section 3. All qualified BUEs will be assigned the duties of the CIC on a fair and equitable basis within assigned watch crew. A CIC assignment may be transferred between qualified BUEs subject to Supervisor approval.

Section 5. When assigned CIC duties, a BUE shall be given sufficient authority to fulfill the responsibilities of the assignment. General guidance and goals for the shift shall be conveyed in facility directives and/or during the shift/area position briefing.

Section 6. For every eight (8) hours of CIC duties performed, other than the normally scheduled mid-watch shift, BUEs will be awarded one (1) hour Time Off Award (TOA). The TOA shall be inclusive of the 80-hour yearly limit allowable in accordance with regulation and shall be awarded quarterly.

Section 7. When other qualified BUEs are available, Union representatives shall not normally be required to perform CIC duties.

**ARTICLE 59**  
**ATC POSITION**  
**ON-THE-JOB-TRAINING INSTRUCTOR**

Section 1. The Employer has the right to assign the duties of On-the-Job Training Instructors (OJTI), both as Training Team members and as OJTI position instructors. To the maximum extent possible and subject to operational duties, the Employer shall assign OJTI duties in a fair and equitable manner.

Section 2. OJTIs shall be provided time to conduct debriefings and complete training evaluations as soon as possible following each training session.

Section 3. In accordance with 5 U.S.C. Sec. 5546a, premium pay shall be paid at the rate of ten percent (10%) of the applicable hourly rate of the basic pay times the number of hours and portions of hour(s) during which the BUE is providing on-the-job training. This pay is only applicable when the training involves the separation and control of live traffic.

Section 4. BUEs shall be responsible record all OJTI hours worked on the time card.

Section 5. The evaluation of BUEs, outside of normal day-to-day position training evaluation, is a responsibility and function of the Employer. BUEs will not be required to participate on Controller Evaluation Boards (CEB).

## **ARTICLE 60**

### **OPPORTUNITY TO MAINTAIN PROFICIENCY AND CURRENCY**

Section 1. To the extent that the Employer determines that both Tower and Radar work are available for performance by BUEs, and that Tower and Radar work is included within BUE position descriptions, the Employer shall ensure that these BUEs are provided the opportunity to perform both Tower and Radar work to the extent necessary for BUEs to maintain the required proficiency and currency in each.

## **ARTICLE 61**

### **CONTROLLER ACCOUNTABILITY**

Section 1. The Parties recognize that the BUEs are accountable for ensuring that their performance conforms with established standards for professional judgment. However, in the event of a difference in professional judgment between the BUE and a supervisor, regardless of the level of supervision, the BUE shall comply with the instructions of the supervisor and the supervisor shall assume responsibility for their own decisions.

## **ARTICLE 62**

### **TEMPORARY DETAIL/ASSIGNMENTS AWAY FROM THE FACILITY**

Section 1. Prior to temporary detail/assignment away from the facility, the Employer will solicit potential volunteers. Unless operational conditions do not allow, the Employer will assign the most senior BUE volunteer, in the event there are no volunteers, the Employer will assign the most junior BUE.

Section 2. Unless operational conditions do not allow, the Employer will provide at least fourteen (14) days advanced notification for details or duty assignments away from the facility. The Employer will adjust the schedule of the BUE to avoid travel on the BUE's day(s) off.

Section 3. The Employer will take into consideration BUEs situations when these assignments are made to include adjustment of BUE schedule, travel days and scheduled off days.

Section 4. If the Employer is not able to honor the request to change days off, the BUE will be compensated in accordance with applicable law, rule, and regulation.

Section 5. When making these assignments the Employer will consider Union Representatives last.

## **ARTICLE 63 TRAVEL**

Section 1. All temporary duty travel (TDY) will be authorized or confirmed by issuance of official travel orders when required as directed by the Employer or his/her designee. Travel orders will be issued, when required, at least five (5) days before the performance of travel to the maximum extent possible. The Union and the affected BUE shall be notified as soon as it is known that a BUE(s) will be required to travel.

Section 2. Travel Advances. BUEs will be advanced travel expenses as follows:

a. BUEs who are considered Frequent Travelers and who have a Government Travel Charge Card (GTCC).

(1) As used in this Article, the term “frequent travelers” means BUEs who are expected to travel on official government business three or more times per year. Frequent travelers will be required to apply for a Government contractor-issued travel charge card.

(2) BUEs having a GTCC are expected to use the charge card to obtain a cash advance for actual out-of-pocket expenses related to official travel (e.g., meals, incidental expenses, parking, tolls, fuel, etc.). If the BUE chooses to decline the charge card or chooses not to use it, the BUE will not be issued a travel advance by the activity. Only allowable expenses for official travel will be reimbursed. The GTCC is to be used only for expenses directly related to travel on official Government business.

(3) BUEs who are required to travel for extended periods, or on recurring trips of short duration shall have their ATM limit raised to allow the BUE access to a minimum of 80% of the estimated meals and incidental expense rate established by regulation at the time the orders are issued.

b. BUEs Who Do Not Have a GTCC Travel advances will be provided by the activity at the standard rate (normally 80% of the estimated per diem and miscellaneous expenses and 100% of the estimated transportation costs) provided that the request for the advance is made sufficiently in advance to permit the advance to be processed. Travel advances will be deposited directly to the BUE’s designated account by electronic funds transfer (EFT). Normally, travel advances will not be made for travel expenses of less than fifty (50) dollars unless a specific request with supporting justification is made.

### Section 3. Reimbursement for Official Travel Expenses

a. Travel reimbursement claims and all supporting documents must be submitted to the ATCF Office within three (3) workdays after completion of travel, who will in turn submit to the finance office. Normally, this process will include the BUE submitting the travel voucher, along with all supporting documents, to the ATCF Office, who will provide any assistance in completing the voucher. The appropriate finance office will process vouchers for payment in an expeditious manner. The filing of travel vouchers and time spent obtaining per diem/travel arrangements will be accomplished while in a duty status. All reimbursements for travel expenses will be made by means of Electronic Funds Transfer (EFT) to an account at a financial institution designated by the BUE.

b. Overpayment of travel advances must be repaid within 15 days from the date of the disbursing officer's letter of notification. Failure to comply with these requirements will result in travel advances received being deducted from the BUE's pay. Absent extenuating circumstances, no travel advances on subsequent travel orders will be authorized if a claim has not been submitted for a previous travel period.

Section 4. To the maximum extent possible, the Employer shall schedule enroute travel during the BUE's regularly scheduled tour of duty. However, it is recognized that in rare instances no amount of planning or scheduling will prevent BUEs from being required to travel outside their scheduled tour of duty.

Section 5. Upon request, BUEs selected for assignments involving travel may be excused from those assignments. If the request is denied, the Employer shall fully explain the reasons to the BUE.

Section 6. Any BUE authorized by the Employer to attend any meetings scheduled by the Employer away from the facility shall be entitled to duty time. BUEs shall also be entitled to travel and per diem allowances, if applicable.

Section 7. All travel by BUEs on a military aircraft or vehicle shall be authorized under appropriate DoD directives.

Section 8. Reimbursement for quarters will be based upon current travel regulations. If the BUE believes that quarters are inadequate, the BUE will contact the manager of the quarters for reassignment to new quarters or for issuance of a non-availability statement as authorized under appropriate TAD directives.

## **ARTICLE 64 WHISTLEBLOWER PROTECTION**

Section 1. In accordance with 5 U.S.C. Section 2302(b) relating to whistleblower protection, the Employer agrees that BUEs shall be protected against reprisal for the lawful disclosure of information which the BUE reasonably believes evidences:

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

## **ARTICLE 65 OUTSOURCING AND PRIVATIZATION**

Section 1. Management agrees to notify the Union prior to the initiation of any permanent or temporary contracting out of a function within the bargaining unit, as a result of Agency ventures (to include public/private ventures, A-76, and other studies) that results in adverse impact on unit BUEs. Management agrees to comply with all provisions of OMB Circular A-76, Federal Acquisition Regulations, this agreement and other applicable laws and regulations concerning contracting out.

Section 2. Upon the initiation of any effort to outsource or privatize the workforce, the Union will have the opportunity to designate a representative and one alternate representative, of which one of the two will be afforded the opportunity to attend any meetings related to such activities. These representatives shall be provided a reasonable amount of official time to prepare for any discussions regarding the outsourcing or privatization process as well as attend all pertinent meetings.

Section 3. The Employer, and any privatization agent, shall meet and/or advise the Union on a mutually agreed upon time by the Parties at the local level to discuss the process related to any privatization cost study that impacts the bargaining unit. The Employer, or any designated privatization agent(s), shall provide the Union at the local level with all proposals related to the privatization process. The Union will have ten (10) days to provide comments to the Employer or any designated privatization agent(s).

Section 4. The Union shall be provided advance notice of any meeting between BUEs and the Employer or any privatization agent(s) concerning the outsourcing or privatization process. The Union shall be afforded the right to designate a representative to attend any such meeting.

Section 5. After the completion of any privatization study, periodic briefings will be held between the Employer, or any privatization agent(s), and the Union to provide the Union with appropriate information pursuant to OMB Circular A-76 on decisions affecting BUEs. This



information shall include, but not be limited to, the identity of the Full Time Equivalent(s) (“FTEs”) scheduled for contraction.

Section 6. If unit work is contracted out and BUEs are displaced, the activity will make every reasonable effort to minimize the impact on BUEs. Maximum retention of career employees shall be achieved by considering attrition patterns and restricting new hires. The Employer agrees to comply with Article 41 of this Agreement in the case of a RIF.

Section 7. Briefings will be held with affected BUEs for the purpose of providing information concerning contracting out. The Union will be given advance notice of these briefings and the opportunity to attend such briefings.

Section 8. The Employer agrees to create a document that explains the BUEs’ “right of first refusal” under OMB Circular A-76 prior to meeting with impacted BUEs. Such a document will be submitted to the Union for comment.

Section 9. Refusing the right of first refusal because of displacement due to contracting out shall not deny a bargaining unit employee of any rights he/she might otherwise have under applicable RIF procedures; however, such refusal may, in accordance with applicable law and regulation, affect the BUE’s entitlement to severance pay.

## **ARTICLE 66 SENIORITY SYSTEM**

Section 1. Seniority shall be determined by the Union. The Parties agree it shall be the responsibility of the Union to develop and provide to the Employer a Seniority Roster.

Section 2. The Employer shall utilize the most recent Seniority Roster from the Union for all seniority required areas of this Agreement and for any future signed Memorandums of Understanding/Memorandums of Agreement during the life of this Agreement.

Section 3. The Union will provide the ATCFO with updates to the Seniority Roster. The Employer will implement the updated Seniority Roster as mutually agreed upon by the Parties.

## **ARTICLE 67 DRESS CODE**

Section 1. BUEs shall groom and attire themselves in a neat, clean manner that will not erode Agency wide regulations or public confidence in the professionalism of the ATC workforce.

Section 2. The display and wearing of Union insignias, such as pins, pocket penholders, or tie tacks shall be permitted. Apparel shall not be considered inappropriate because it displays the Union logo or insignia.

## **ARTICLE 68 MCCS PRIVELIGES**

Section 1. BUEs may use designated MCCS facilities subject to current laws, rules, and regulations. BUEs' use of these facilities is subject to applicable restrictions, fees, hours of operation, and facility availability including the possible temporary or permanent closure of the particular facility. Civilian employees may purchase all food and beverages sold at any exchange food activity, if consumed on base.

## **ARTICLE 69 DRUG FREE WORKPLACE / RANDOM URINALYSIS DRUG TESTING**

Section 1. The drug testing program for BUEs will be carried out in accordance with the U.S. Constitution, applicable laws, rules, and regulations, to include Executive Orders, Government-wide rules and regulations, DOD, Navy, Marine Corps, and Marine Corps Air Station Instructions, and this Agreement.

Section 2. The Parties recognize the establishment and maintenance of a drug free workplace is essential to the accomplishment of the Agency mission and to the safety of all BUEs. The Employer agrees to make every effort to fully inform all BUEs about the goals, objectives, policies, and procedures of its Drug-free Workplace Program and to ensure the program is implemented in a fair and equitable manner.

Section 3. To the extent training on the drug program is developed and made available to all MCAS employees, a Union Representative shall be provided an opportunity to attend such training on official time. If the training is not held at the Marine Corps Air Station (MCAS), appropriate travel and per diem will be authorized. However, it is understood by both Parties that it is the Employer's intent that such training, if offered, will be conducted at the MCAS, Cherry Point, NC.

Section 4. The Employer will inform BUEs of the following annually:

a. The consequences of a positive drug test or the refusal to cooperate in the drug testing program;

- b. The availability of drug abuse counseling and referral services available through the Civilian Employee Assistance Program (CEAP) and when and how BUEs can voluntarily participate in that program prior to testing without reprisal (Safe Harbor provisions);
- c. The right to receive copies of their records and related documentation concerning drug testing; and
- d. The process used for random selection;
- e. BUEs have a right to Union representation at any point in the drug testing process, whether before, during or after the test is conducted.

Section 5. The employer shall make available to all BUEs Drug-free Workplace information and CEAP. All BUEs shall be clearly informed, in writing, of what drugs or substances are prohibited.

Section 6. The Union will be promptly notified prior to conducting random drug testing and when testing has been completed. The collection site will normally be in Building 199A; however, the test site may be moved to another location if the Employer determines the individual situation necessitates the move. The Union will be notified of the new location.

Section 7. All urine samples that test positive will be further evaluated using gas chromatography and mass spectrometry.

Section 8. When requested in writing, a BUE who tests positive shall be provided copies of all relevant documents in the possession of the Employer, to include but not limited to: drug litigation package, chain of custody forms, drug lab screening reports, etc. These documents shall be supplied to the individual prior to any disciplinary or adverse action being initiated.

Section 9. BUEs found to illegally use drugs shall be referred to the CEAP for assessment, counseling, and referral for treatment and/or rehabilitation as appropriate. The confidentiality of a BUE's contact or referral to CEAP will be protected; however, the BUE may be required to authorize release of information concerning diagnosis, prognosis, or participation in a rehabilitation program as a result of a request by the BUE or an agreement by Management to hold a disciplinary/adverse action in abeyance or a request by the BUE for other employment consideration, such as use of leave. The referral of a BUE to CEAP is not intended to obligate the Employer regarding reasonable accommodations issues and does not prevent the Agency from taking appropriate disciplinary or adverse action.

Section 10. It is agreed that drug abuse or addiction may not be used as an excuse for misconduct or poor work performance and that illegal drug use in itself constitutes misconduct and may be cause for disciplinary or adverse action up to and including removal from Federal service. Any proposed disciplinary or adverse action against a BUE specifically for use of any illegal substance shall be taken only for just cause, and to promote the efficiency of the service, in accordance with applicable provisions of law, rule and regulation. A BUE who refuses to

cooperate in the Employer's approved drug testing program shall be subject to appropriate disciplinary or adverse action.

#### Section 11. Test Procedures

- a. The Department of Health and Human Services (HHS) Guidelines for Chain of Custody will be utilized for all specimen transport and testing.
- b. The donor shall urinate into either a specimen bottle or specimen container. The collection site person, in the presence of the donor, after determining specimen temperature, pours the urine into two specimen bottles or containers that are labeled Bottle A and Bottle B or, if Bottle A was used to collect the specimen, pours an appropriate amount into Bottle B.
- c. The collection site shall send the split specimens (Bottle A and Bottle B) at the same time to the laboratory that will be testing the Bottle A specimen.
- d. If the test of the first specimen (Bottle A) is verified positive by the Medical Reviewing Officer (MRO), the MRO shall report the results to the Employer's DPC (Drug Program Coordinator) who will notify the BUE of the test results. The donor may within 72 hours, request that the second specimen (Bottle B) be tested. The Employer will utilize a different HHS certified laboratory for testing the second specimen (Bottle B). All cost associated with the testing of the 2<sup>nd</sup> sample (Bottle B) shall be borne by the BUE (donor) making the request.
- e. If the result of the test on the split specimen fails to reconfirm the verified positive result for the primary specimen, the MRO shall void the primary test result and the donor shall reenter the group subject to random testing as if the test had not been conducted.

Section 12. BUEs shall not be required to disclose the legitimate use of a specific drug at the time of collection, but will have an opportunity to provide documentation to the MRO supporting legitimate usage upon a positive test result. A BUE who is found to test positive shall be allowed to provide supplementary evidence to the Employer. Any expense incurred in obtaining such supplementary evidence will be borne by the BUE.

Section 13. BUEs who test positive may be temporarily reassigned or detailed to other duties, placed on administrative leave, or indefinitely suspended pending the outcome of any further investigation and/or decision on any proposed disciplinary or adverse action. Decisions to reassign/detail, place on administrative leave or indefinitely suspend, will be made on a case-by-case basis depending on several factors including, but not limited to: nature of duties, assessment of safety or security risk, availability of other positions, qualifications of the BUE, etc.

Section 14. Test results shall be delivered to the employee by U.S. Mail to the employee's home address of record as soon as practical after the specimen has been analyzed. Positive reports shall contain the assigned specimen number, the laboratory address, and the results of the test.

Section 15. The Union shall be given a copy of any laboratory performance test results received by the Employer.

Section 16. BUEs who have already received leave approval shall be permitted to depart the facility at the pre-approved time regardless of whether or not they have been selected for or have completed the Agency's drug testing collection. The Parties agree that BUEs shall be scheduled for drug testing during their assigned shift.

## **ARTICLE 70 PUBLISHING THE AGREEMENT**

Section 1. The Employer will provide, at no cost to the Union, copies of this Agreement, printed in 5 x 8 inch booklets in type that can be easily read, to each BUE in the bargaining unit. The Employer will also provide a copy to all BUEs entering the bargaining unit after the effective date. The Employer agrees to provide replacement copies to a reasonable extent.

Section 2. The Employer will provide five (5) hard paper copies to the local Union President. The Employer shall provide ten (10) hard paper copies to the Union's national office.

Section 3. The Employer will provide fifteen (15) electronic CD-Rom copies to the local Union President.

## **ARTICLE 71 EFFECT OF AGREEMENT**

Section 1. Any provisions of this Agreement shall be determined a valid exception to and shall supercede any existing or future Employer rules, regulations, orders, and practices which conflict with the Agreement.

## **ARTICLE 72 REOPENER**

Section 1. In the event legislation is enacted which affects any provision of this Agreement, either Party may request and cause reopening and renegotiating the affected provisions and its contents.

Section 2. When mutually agreed upon by the Parties, any modification of the provisions or regulations of the FLRA affecting a provision of this Agreement or the relationship of the Parties may serve as a basis for the reopening of the affected provision(s).

Section 3. In the event that any law or action of the government of the United States renders null and void any provision of the Agreement, the remaining provisions of the Agreement shall continue in effect for the term of the Agreement.

Section 4. Any amendment(s) to this Agreement agreed upon by the Parties shall be reproduced by the Employer and distributed on the same basis as set forth in the Article on publishing the Agreement.

Section 5. No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by any BUE or group of BUEs with the Employer, and in no case shall it be binding upon the Parties hereto unless such agreement is made and executed in writing between the Parties hereto and the same has been ratified by the Union and approved by the Agency Head.

Section 6. The waiver of any breach or condition of this Agreement by either Party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

### **ARTICLE 73 DURATION**

Section 1. This Agreement shall remain in effect for thirty-six (36) months from the date it is approved by the Secretary of the Defense, or his/her designee, and shall be automatically renewed for additional periods of twelve (12) months unless either Party gives written notice to the other of its desire to renegotiate or terminate this Agreement. Any extensions of this Agreement will also subject the provisions of the Agreement to approval by the Secretary of the Defense, or his/her designee. The written notice must be given not more than one hundred and five (105) calendar days or not less than sixty (60) calendar days preceding the expiration date of this Agreement. Negotiations under this Article shall commence not later than thirty (30) calendar days after receipt of the written request. If negotiations are not completed prior to the expiration date, this Agreement shall remain in full force and effect until a new Agreement is reached. Government-wide regulations issued during the term of this Agreement shall become controlling at the time of extension if they are in conflict with this Agreement.

## **ARTICLE 74 DEFINITIONS**

Activity Head – Commander of MCAS Cherry Point

Administrative Work Week – An administrative work week begins at midnight Saturday and is made up of seven (7) consecutive days thereafter.

ATCFO – Air Traffic Control Facility Officer

CFR – Code of Federal Regulations

BUE – Bargaining Unit Employee

BUMED – DoN Bureau of Medicine

Operational Conditions/Requirements – Conditions/requirements that affect the mission of the Air Traffic Control Facility. The mission definition as it pertains to this Collective Bargaining Agreement is – to provide safe and expeditious air traffic services and train Marine controllers for the Fleet Marine Force.

NAMI – Naval Aero-medical Institute

Report No. 8 day of March, 2005

FOR THE USNHS

FOR THE AGENCY

APPROVED BY DEPARTMENT OF DEFENSE ON 3 APRIL 2005  
RECEIVED BY NATCA ON 23 FEBRUARY 2005  
THIS AGREEMENT APPROVED AND IS EFFECTIVE ON 3 APRIL 2005



**APPENDIX A**  
**FLSA NATCA CERTIFICATION REPRESENTATIVE**



UNITED STATES OF AMERICA  
FEDERAL LABOR RELATIONS AUTHORITY

Department of the Navy  
U.S. Marine Corps  
Marine Corps Air Station  
Cherry Point, North Carolina

Activity

National Air Traffic Controllers Association  
MEBA/NMU, AFL-CIO

Labor Organization

Case No. 4-R0-0001

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the undersigned Regional Director of the Federal Labor Relations Authority, in accordance with the provisions of Chapter 71 of Title 5 of the U.S.C., and in accordance with the Regulations of the Federal Labor Relations Authority; and it appearing that a majority of the valid ballots has been cast for a representative for purpose of exclusive recognition;

Pursuant to authority vested in the undersigned,

IT IS HEREBY CERTIFIED that National Air Traffic Controllers Association, MEBA/NMU,  
AFL-CIO

has been designated and selected by a majority of the employees of the above-named Activity or Agency, in the unit described below, as their representative for purposes of exclusive recognition, and that pursuant to Chapter 71 of Title 5 of the U.S.C., the said organization is the exclusive representative of all the employees in such unit.

UNIT:

Included: All GS-2152 Air Traffic Control Specialists employed by and located at U.S. Marine Corps Air Station Cherry Point, North Carolina

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

Federal Labor Relations Authority

Dated: September 6, 1990

Atlanta Region

**APPENDIX B**  
**NEGOTIATED GRIEVANCE FORM (FRONT PAGE)**

GRIEVANCE FORM BETWEEN  
NATIONAL AIR TRAFFIC CONTROLLERS ASSOCIATION  
AND  
MARINE CORPS AIR STATION CHERRY POINT

☐ SECTION:      8 ☐ 10 ☐ 11 ☐ 15 ☐ 16 ☐

AGGRIEVED NAME: \_\_\_\_\_ GRIEVANCE #: \_\_\_\_\_

ARTICLE/SECTION/VIOLATION: \_\_\_\_\_

INCIDENT DATE: \_\_\_\_\_

NAME OF UNION REPRESENTATIVE: \_\_\_\_\_

GRIEVANCE DESCRIPTION
-----------------------

CORRECTIVE ACTION DESIRED
---------------------------

AGGREIVED'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

RECEIPT/ACKNOWLEDGMENT
------------------------

STEP 1.      MANAGEMENT OFFICIALS SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

MANAGEMENT RESPONSE:

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

EMPLOYEE/UNION REP: AGREED \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
DISAGREED \_\_\_\_\_ DATE: \_\_\_\_\_

**APPENDIX B**  
**NEGOTIATED GRIEVANCE FORM (BACK PAGE)**

STEP 2. MANAGEMENT OFFICIALS SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_ AIROPSO  
MANAGEMENT RESPONSE:

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

EMPLOYEE/UNION REP: AGREED \_\_\_\_ SIGNATURE: \_\_\_\_\_  
DISAGREED \_\_\_\_ DATE: \_\_\_\_\_

STEP 3. MANAGEMENT OFFICIALS SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_  
MANAGEMENT RESPONSE:

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

EMPLOYEE/UNION REP: AGREED \_\_\_\_ SIGNATURE: \_\_\_\_\_  
DISAGREED \_\_\_\_ DATE: \_\_\_\_\_

ARBITRATION REQUESTED: YES \_\_\_\_ NO \_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**APPENDIX C**  
**GENERAL MEDICAL STANDARD REQUIREMENTS**  
**FOR DoN CIVILIAN AIR TRAFFIC CONTROLLERS**

a. Vision

1. Visual Acuity, Distant and Near vision (DVA / NVA)

No limit uncorrected. Physical qualification requires correct to 20/20 or better in each eye.

2. Refraction Error

There is no limit on refraction. Manifest required on DVA >20/20.

3. PHORIAS

Submit actual measurements of NOHOSH as appropriate. Standards are 6 esophoria, 6 exophoria, and 1.5 hyperphoria.

4. Depth perception: Not required.

5. Color vision

Must pass PIP 12/14, FALANT 9/9 or 16/18, or ISHIIHARA 12/14.

6. Intraocular pressure (IOP) testing for Glaucoma

Must demonstrate <22 mm Hg and no more than 5 difference between eyes.

b. Hearing

1. Hearing Test.

<u>Frequency</u>	<u>Better ear</u>	<u>Worse ear</u>
500 HZ	35 DB	35 DB
1000 HZ	30 DB	50 DB
2000 HZ	30 DB	50 DB

Hearing Loss.

No hearing loss in either ear of more than 30 decibels in either the 500, 1000, or 2000 HZ ranges. No loss in these ranges greater than 25 decibels in the better ear. Nonstatic hearing loss in either ear of greater than 50 decibels in the 4000 HZ range will require an otological consultation.

c. Speech

Speech must be demonstrated as clear and distinct, voice well modulated.

d. Blood pressure

Systolic must be <140 and diastolic must be <90. There is no specific lower limit, however there can be no evidence of orthostatic hypotension.

e. Pulse

Must be 99 or less at rest. A pulse rate of less than 45 or greater than 99 requires evaluation.

f. Urinalysis

Includes dipstick analysis for glucose, protein and occult blood. Must be essentially negative. (Microscopic analysis no longer required).

g. Blood

1. HIV verified annually. HIV status shall not be used as the sole basis for making a determination of not physically qualified (NPQ).
2. Fasting glucose reviewed during initial examination and on a five year schedule thereafter. Equal to or greater 110 requires evaluation, if less than 60 additional testing required looking for symptoms of hypoglycemia.
3. Cholesterol (total, LDL, and HDL) and Triglyceride reviewed during initial examination and on a five year schedule thereafter. No standard or disqualifying values, however if abnormal patient will be advised.
4. Hematocrit (HCT) and Hemoglobin (HgT) counts reviewed during initial examination and on a five year schedule thereafter. No standard or disqualifying values, however if abnormal patient will be advised.

h. Cardiovascular

1. No history or symptomatic form of heart disease or any form requiring therapy.
2. Disturbance of rhythm. EKG / ECG is performed during initial examination and every five years beginning at age 25 until age 50 and then annually thereafter. Must demonstrate no disturbance of rhythm or other cardiac abnormality on clinical examination, including resting, and when clinically indicated, post-exercise electrocardiography.
3. Must have no increase of heart size beyond normal limits.

i. Height / Weight

There are no specific height / weight, or body fat requirements or standards for the DoN civilian air traffic controller. However, excessive weight or body fat requirements could lead to additional testing for conditions related to that could affect ability to perform air traffic control duties.

j. Dental examination

In accordance with BUMED direction, as well as NOMI Physical Examinations, dental examinations are not required for the DoN civilian air traffic controller.

k. PAP / Pelvic examination

In accordance with BUMED direction, as well as NOMI Physical Examinations, a PAP Smear test and pelvic examination is not required for the DoN civilian air traffic controller.

l. Ear, Nose, and Throat

1. Must demonstrate no chronic disease of the outer or middle ear, unilateral or bilateral, that might interfere with the comfortable, efficient use of standard headphone apparatus or that might interfere with accurate perception of voice transmissions or spoken communications. Must have no ear disease that might cause a disturbance of equilibrium.

2. Mastoid. No active disease of either mastoid.

3. Eardrum Perforation. Must demonstrate no unhealed perforation of either eardrum.

m. Neurological

1. No medical history or clinical diagnosis of a convulsive disorder.

2. No medical history or clinical diagnosis of a disturbance of consciousness without satisfactory medical explanation of the cause.

3. No other disease of the nervous system that would constitute a hazard to safety in the air traffic control system.

4. Any form of treatment, including preventive treatment, of any disease of the nervous system is disqualifying.

n. Musculoskeletal

1. No deformity of spine or limbs of sufficient degree to interfere with satisfactory and safe performance of duty. Certain limitations of range of motion may be acceptable for certain specific options or positions, in which case acceptance of limitations will be noted specifically for that position or option only.

2. No absence of any extremity or digit or any portion thereof sufficient to interfere with the requirements for locomotion and manual dexterity of the position in which case acceptance of limitations will be noted specifically for that position or option only.

3. No condition that predisposition to fatigue and/or discomfort induced by long periods of standing or sitting.

o. General Medical

1. Diabetes Mellitus. No medical history or clinical diagnosis of diabetes mellitus.

2. Body Configuration. Must possess such a body build as not to interfere with sitting in an ordinary office armchair.

3. Other Medical Conditions. Must have no other organic, functional or structural disease, defect or limitation found by the Flight Surgeon to clinically indicate a potential hazard to safety in the Air Traffic Control System. A pertinent history and clinical evaluation including laboratory screening will be obtained, and when clinically indicated, special consultations and examinations will be accomplished.

p. Psychiatric

1. *Psychotic Disorder*. No established medical history or clinical diagnosis of a psychosis.

2. *Mental, Neurotic, or Personality Disorder*. No neurosis, personality disorder, or mental disorder that clearly indicates a potential hazard to safety in the air traffic control system. Determinations will be based on medical case history (including past, social, and occupational adjustment) supported by clinical psychologists and board-certified psychiatrists, including such psychological tests as may be required as part of medical evaluation.

3. *Alcoholism and/or Alcohol Abuse*. No clinical diagnosis of alcoholism or alcohol abuse, since these constitute a hazard to safety in the air traffic control system. A history and clinical and laboratory evaluation (when indicated) will be accomplished to determine the presence or absence of alcohol addiction, dependency, habituation, abuse, or use.

4. *Addiction, Dependency, Habituation, or Abuse of Dangerous Drugs*. No clinical diagnosis of addiction, habituation, dependency, or abuse of any narcotic or non-narcotic drug, since these constitute a threat to safety in the air traffic control system. A history and clinical evaluation, including laboratory evaluation (when indicated), will be accomplished to determine the presence or absence of drug addiction, dependency, habituation, abuse, or use.

## APPENDIX D NATCA VEHICLE PARKING DIAGRAM

The following diagram depicts NATCA sixteen (16) designated parking spaces in the parking lot located next to building 199-A.





