

# NEGOTIATED AGREEMENT

Between

MARINE CORPS BASE  
CAMP PENDLETON, CALIFORNIA



And

NATIONAL FEDERATION OF  
FEDERAL EMPLOYEES  
LOCAL 919  
CAMP PENDLETON, CALIFORNIA



NATIONAL FEDERATION  
OF FEDERAL EMPLOYEES  
LOCAL 919



**Effective Date: 29 March 2010**

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Marine Corps Base Camp Pendleton, California and the National Federation of Federal Employees, Local 919 have executed this agreement on the 10 th day of MARCH 2010.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

Colonel, USMC  
Commanding Officer  
Marine Corps Base  
Camp Pendleton, California

President, Local 919  
Chief Negotiator  
National Federation of  
Federal Employees (NFFE)

Director, HRO

Vice-President, Local 919  
Negotiating Team Member

Deputy, ACIS Facilities

Steward, Local 919  
Negotiating Team Member

Deputy Chief of Police  
Negotiating Team Member

Steward, Local 919  
Negotiating Team Member

Labor Relations Specialist  
Negotiating Team Member.

Approved by the  
Department of Defense  
Civilian Personnel Management Service

29 MARCH 2010  
Approval Date

29 MARCH 2010  
Effective Date of Agreement

## **PREAMBLE**

Pursuant to the policy set forth in Title VII of the Civil Service Reform Act of 1978 (Public Law 95-454), hereinafter referred to as the "ACT", and subject to all applicable existing and future statutes, Executive Orders, and Office of Personnel Management regulations, the following articles constitute an Agreement by and between the EMPLOYER and the National Federation of Federal Employees, Local 919. The National Federation of Federal Employees, (NFFE), Local 919, hereinafter referred to as the "UNION", and the Marine Corps Base, (MCB), Camp Pendleton, hereinafter referred to as the "EMPLOYER," are collectively known as the "PARTIES."

Whereas the EMPLOYER and the UNION desire to enter into a Labor-Management Agreement which will have for its purpose, among others, the following:

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

To facilitate the above, the Parties envision a cooperative spirit of labor-management relations at MCB, Camp Pendleton. This commitment includes treating employees and management with dignity and respect, and eliminating all forms of discrimination and prejudice.

Now, therefore, the PARTIES hereto agree as follows:

## **ARTICLE 1 RECOGNITION AND UNIT DESIGNATION**

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

**SECTION 2. BARGAINING UNIT AND EXCLUSIONS.** The Units to which this Agreement is applicable are composed of all civil service employees of the EMPLOYER, excluding the following:

- a. Any management official or supervisor.
- b. An employee engaged in Federal personnel work in other than a purely clerical capacity.
- c. Employees whose assigned duties require that they represent the interest of Marine Corps Base in consultations or negotiations with employee organizations or are otherwise engaged in the administration of the Labor-Management Relations Program.
- d. An employee engaged in firefighting and/or fire protection activities, represented by The International Association of Firefighters, Local F-85.
- e. An employee assigned to Southwest Regional Fleet Transportation (SWRFT) department, represented by The American Federation of Government Employees, Local 1881.

## **ARTICLE 2 RESTRICTIONS OF LAW AND REGULATIONS**

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

## **ARTICLE 3 RIGHTS OF THE EMPLOYEE**

**SECTION 1. GENERAL.** Each employee will have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee will be protected in the exercise of such rights. Except as otherwise provided, such rights include:

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

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

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

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

e. To be treated in a professional manner, free of undue harassment in work conditions, from both management and fellow employees.

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

**SECTION 3. REPRESENTATIONAL RIGHTS.** Except in the case of grievance or appeal procedures negotiated under Article 28 of this Agreement, the rights of the UNION under the provisions of this Agreement will not be construed to preclude an employee of the Unit from:

a. Being represented by an attorney or other representative, other than the exclusive representative, of the employee's own choosing in any grievance or appeal action; or

b. Exercising grievance or appellate rights established by law, rule, or regulation.

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

**SECTION 5. OBLIGATIONS.** Employees are obligated to give a full day's work, conserve materials and supplies, maintain a high quality in their performance, avoid unnecessary absences and prevent accidents. They are encouraged to submit ideas to improve efficiency and reduce costs.

**SECTION 6. EEO.** An employee has the right to have both the EMPLOYER and the UNION apply all provisions of this Agreement fairly and equitably to all employees of the Unit without regard to race, religion, color, national origin, sex, age (over 40 years), marital status, physical handicap, lawful political affiliation, or membership or non-membership in a lawful union, as prescribed in existing regulations.

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

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

**SECTION 9. ACCOUNTABILITY.** Employees are responsible for the performance of their official duties and compliance with the STANDARDS OF CONDUCT for Federal employees, as defined by DoD Directive 5500.07 and any other applicable laws or regulations. Within this context, the EMPLOYER affirms the rights of employees to conduct their private life as they deem fit provided such conduct does not cause adverse impact on official duties or the mission of the Activity.

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

**SECTION 11. APPROPRIATE DRESS.** There are no official government wide policies regarding a dress code for government employees. However, employees are expected to dress appropriately for the jobs that they are required to perform. Assistant Chiefs of Staff may impose dress standards in a reasonable and necessary manner to address specific requirements, i.e., safety, customer interface, etc. Such policies may be considered a change in conditions of employment and therefore, subject to bargaining.

#### **ARTICLE 4 EMPLOYEE BENEFITS**

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

**SECTION 2. BASE FACILITIES.** It is agreed the EMPLOYER will provide the use of the following Base facilities in accordance with applicable rules, policies and regulations: commercial restaurants, catering trucks, snack bars, bowling lanes, golf course, marina, hobby shops, swimming pools, stables, ticket outlets (ITT), recreational equipment checkout offices, camping sites, RV sites, gymnasiums/fitness centers, library, child care facilities, family child care homes, vending machines, and payphones.

**SECTION 3. PHONE PRIVILEGES.** Based on operational commitments of activity, employees may use Government telephones and/or Government issued cell phones to place personal local and long distance calls provided the calls do not: adversely affect the mission of the employee's organization or the performance of the employee's official duties; are of reasonable duration and frequency; reasonably cannot be made at another time; and do not result in a charge to the Government even if the employee intends to reimburse the Government. A personal long distance call must be to an 800 toll-free number, charged to an



employee's home number, another non-Government number, or charged to the called party if a non-Government number. Calls for information assistance may not be made if a charge results to the Government telephone and/or government issued cell phones. Reimbursing the Government for unauthorized calls does not exempt violators from disciplinary action. The EMPLOYER will notify the UNION on a timely basis, when an emergency situation dictates changes from the above. Examples of permissible types of calls include:

- a. Checking on a family member.
- b. Making or canceling personal appointments.
- c. Checking on the status of home or automobile repairs.
- d. Notifying the family of unforeseen Government overtime requirements or other changes in schedule.

**SECTION 4. MEALS.** Employees may use the Exchanges, clubs and vendors closest to their assigned work site for the purpose of obtaining hot meals or drinks to be consumed on their lunch break.

**SECTION 5. EQUIPMENT AND CLOTHING STORAGE.** At such times as appropriate space and funds become available, the EMPLOYER agrees to make efforts to provide a locker or secured storage for bargaining unit employees whose assignment (s) require a locker or secured storage for the protection of clothing and equipment. Each bargaining unit employee agrees to maintain the security and cleanliness of the locker or secured storage in accordance with applicable policies. It is further understood that the lockers or secured storage will be subject to inspection by appropriate authorities. The EMPLOYER will normally provide the bargaining unit employee(s) with a notification of five (5) working days prior to conducting these inspections. When the bargaining unit employees are on station, the EMPLOYER agrees that every possible effort will be made to have the bargaining unit employee(s) present at inspections of their lockers or secured storage. A UNION steward and/or UNION official may be present for the inspections.

**SECTION 6. OFFICIAL PERSONNEL FOLDER (OPF).** Employees may review their OPF by making an appointment with the Human Resources Office and obtaining permission to leave the job site from their supervisor. If an employee has designated a representative in connection with a grievance or appeal, the

designated representative may review the employee's OPF if they have the employee's written permission to do so.

**SECTION 7. MAINTENANCE OF RECORDS.** The EMPLOYER agrees that the maintaining of employee related files and records, and the disclosure of such files and records will be in accordance with applicable laws, statutes and regulations.

**SECTION 8. PERFORMANCE REVIEW.** Employees will be entitled to review their performance elements/standards and position/job descriptions maintained by the EMPLOYER.

**SECTION 9. UPDATES.** Employees are entitled to update their records by accessing the Total Workforce Management Services (TWMS) or MyBiz. Employees should maintain a current resume in the appropriate Human Resources recruitment system to ensure consideration for vacancies.

**SECTION 10. HOLIDAYS.** Employees will be entitled to holiday benefits consistent with applicable regulations in connection with all Federal holidays prescribed by Federal Law, or occasionally prescribed by Executive Order. Holidays will be observed as prescribed by current regulation. Pay for holiday work will be computed in accordance with applicable regulations.

## **ARTICLE 5 RIGHTS OF THE EMPLOYER**

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

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

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

b. That in accordance with applicable laws:

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

(2) To assign work, to make determinations with respect to CONTRACTING OUT, and to determine the personnel by which agency operations will be conducted.

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

(a) Among properly ranked and certified candidates for promotion.

(b) Any other appropriate sources.

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

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

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

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

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

## **ARTICLE 6 MATTERS FOR CONSULTATION OR NEGOTIATION**

**SECTION 1. GENERAL.** It is agreed and understood that matters appropriate for negotiation will be in accordance with the requirements of the ACT. In formulating or modifying instructions and notices concerning personnel policies, practices and procedures, or other matters affecting working conditions, the EMPLOYER agrees to negotiate with the UNION. Communications between the EMPLOYER and the UNION pertaining to matters covered under this Article will be documented in hard copy and provided to the other Party. Any agreements reached under the provisions of the Article will be deemed to be supplemental to this Agreement and subject to approval of the AGENCY Head.

**SECTION 2. MANDATED CHANGES.** If a future statute, Executive Order, government-wide regulation, judicial decision or essential mission need requires the parties to change an Agreement between the parties, the EMPLOYER will notify the UNION, in writing, of proposed language to implement the change required. If the UNION desires to negotiate the impact and implementation of the change, to the extent permitted by law, it will notify the EMPLOYER within five (5) working days. Such requests to negotiate will include a specific timely and negotiable counterproposal for negotiations. Failure to respond timely to the EMPLOYER'S notice will constitute a waiver of any right to negotiate on the proposed required change, and the proposal will become part of the parties' Agreement. Changes unrelated to the change specifically required by the law, Executive Order, government-wide regulation, judicial decision or essential mission need will not be permitted in the subject negotiations.

**SECTION 3. OTHER CHANGES.** The EMPLOYER will notify the UNION, in writing, of changes that may affect personnel policies, practices and working conditions of bargaining unit employees. If the UNION desires to negotiate the substance, if appropriate, or impact and implementation of the change, to the extent permitted by law, it will notify the EMPLOYER within five (5) working days. Such requests to negotiate will include specific, timely and negotiable proposals for negotiations exclusively addressing the matter of the proposed change. Failure to respond timely to the EMPLOYER'S notice will constitute a waiver of any right to negotiate on the proposed change, and the proposal will become part of the parties' Agreement.

**SECTION 4. EXTENSION REQUESTS.** The UNION may request an extension of the notification period if the circumstances justify an extension. The request will be submitted to the EMPLOYER in writing prior to the expiration of the prescribed time limits and must contain the reason(s) for the request.

**SECTION 5. INFORMATION REQUESTS.** The EMPLOYER will make a good faith effort to provide the UNION adequate information about the proposed change to allow bargaining to proceed. The UNION will ensure that any request for information is accompanied by a demonstration of "Particularized Need" in line with current case law precedents of the Federal Labor Relations Authority and appropriate courts. If a dispute arises in the course of negotiations, the parties agree that bargaining will go forward. If no agreement is reached and the matter is placed before the Federal Service Impasses Panel (Panel), either party

may raise the dispute to the Panel, which will be authorized by the parties to resolve the dispute consistent with law.

**SECTION 6. IMPLEMENTATION.**

a. If the UNION has timely requested negotiations regarding a mandated or other change, the EMPLOYER will, where possible, delay the implementation of such change until such time as the parties reach agreement on all negotiable issues connected with the change, unless the EMPLOYER reasonably believes that:

(1) There is a mandatory implementation date or contrary intent expressed by the source of the mandated change which requires implementation of the change prior to agreement;

or,

(2) The EMPLOYER'S mission, the security of its personnel, or the accomplishment of its mission objectives would be adversely affected by such a delay.

b. Nothing will preclude the EMPLOYER from implementing a proposed change on or after the implementation date proposed in its original notice should the UNION fail to meet an obligation under this agreement in a timely manner.

c. Further, should the EMPLOYER determine that a failure to implement a proposed change on or at any time after the proposed implementation date would adversely affect its mission, it will be free to implement the change while continuing to bargain on negotiable matters until agreement or impasse is reached.

d. Notwithstanding the above, nothing will affect the authority of the EMPLOYER to take whatever actions may be necessary to carry out its mission during emergencies.

**SECTION 7. NEGOTIATING PROCEDURES.** The following procedures will govern the conduct of all negotiations pursuant to this Article.

a. Negotiations will commence within five (5) working days unless otherwise mutually agreed by the parties.

b. The EMPLOYER will provide a site for the negotiations.

c. The UNION will be authorized the same number of UNION representatives on official time as the EMPLOYER has representatives at the negotiating table.

d. Negotiations will take place during normal working hours.

e. Once commenced, negotiations will continue until agreement is reached or impasse is declared.

f. If agreement cannot be reached on the matters under negotiation, the following procedures will apply:

(1) Declarations of Impasse

(a) Neither party may declare an impasse until all proposals are:

1. agreed to;
  2. declared non-negotiable by the EMPLOYER;
- or,
3. declared at an impasse by either party.

(b) The parties agree that each will use their best good faith efforts to avoid an impasse in the negotiations and that before formally declaring any provision non-negotiable, the EMPLOYER must provide the UNION five (5) working days notice of intent to take such action, with a statement of non-negotiability and reasons therefore, without prejudice, to later, unless unreasonable under all of the facts and circumstances, and provide the UNION supplementation of the reasons.

(2) Impasse Procedures

(a). In the event either party declares an impasse in negotiations, the Federal Mediation and Conciliation Service will be requested to provide services and assistance to resolve the dispute pursuant to 5 U.S.C. § 7119.

(b). If mediation services of the Federal Mediation and Conciliation Service do not result in resolution of the impasse, either party may invoke the services of the Federal Service Impasses Panel pursuant to 5 U.S.C. § 7119. Prior to taking such action, however, the party seeking to invoke the services of the Federal Service Impasses Panel must provide fourteen (14) working days notice to the opposing party of its intention to take such action, unless unreasonable under all of the facts and circumstances.

**SECTION 8. DISCUSSIONS.** Nothing in this Article will preclude inviting the UNION or one of its representatives to a management

meeting or conference in which procedures affecting any condition of employment are to be discussed.

**SECTION 9. PRE-NOTIFICATION OF ULP.** In the interest of good Labor-Management relations, the PARTIES agree that any alleged Unfair Labor Practice will be brought to the attention of the EMPLOYER or the UNION prior to the other PARTY filing an official action. The FILING PARTY will allow thirty (30) calendar days for the other PARTY to resolve the issue before submitting a formal charge to the FLRA. Both PARTIES agree to meet and, in good faith, attempt to resolve such matters both prior and subsequent to any filing of Unfair Labor Practice charges with the Authority.

## **ARTICLE 7 UNION REPRESENTATION**

**SECTION 1. EXCLUSIVE REPRESENTATIVE.** The UNION, by virtue of its exclusive recognition, will represent all employees in the Unit, including those who are not dues paying members of the UNION, and will consult with appropriate officials on matters of concern to employees in the Unit.

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

**SECTION 3. STEWARDS.** The UNION will designate bargaining Unit employees as stewards for the various organizations it represents on the Base. The UNION will determine the number and location of stewards as long as no more than one (1) UNION steward is designated within any work section during the same shift, and the total number of stewards does not exceed one (1) for every thirty-five (35) Unit employees. The UNION will provide a reasonable number of stewards to ensure both proper representation and to minimize absences for any one steward from his/her regularly assigned duties. Normally, a steward will represent only those employees in his/her employing organization. In cases where a steward has been appointed in a work section, another steward will not be assigned to perform representational duties if the assignment would result in additional costs to the EMPLOYER. For cases where there is no steward employed in an organization, the UNION will designate a steward from another organization.

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

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

a. Officers and representatives of the UNION who are employees of the Unit will, prior to leaving their assigned worksite, obtain permission from their supervisors. The supervisor will be advised by the UNION officer/representatives as to the reason for leaving and the approximate duration of absence; such requests will not be unreasonably denied. UNION officials and representatives will complete and provide a Union "Official Time" sheet, as described and shown in Appendix B of this agreement, to their supervisors at the end of each pay period. The UNION President will be responsible for providing a copy of all Union "Official Time" sheets for all UNION officials and representatives to the CHRO on a bi-weekly basis.

b. When officers or representatives of the UNION desire to discuss a work-related matter with an employee of a supervisor other than their own, the representative will normally notify the supervisor of the other employee prior to leaving his work area to schedule a meeting. At the time initial contact is made with the other employee's supervisor, the union will advise the supervisor of the name of the employee they desire to see, and the reasons for the request. Contact between the employee and the representative of the UNION will normally take place in the immediate vicinity of the employee's assigned work area in an atmosphere of privacy.

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

d. When work conditions are such that the steward/official may be excused from work, a reasonable amount of official time will be granted. Representatives will provide the supervisors sufficient information to allow the supervisors to understand the complexity of issues for which Official Time is requested. It is the parties' intent that any official time agreed to by



the parties authorized under section 7131(d) of the Federal Service Labor Management Relations Statute will be encompassed within one of the following activities. Official time which is reasonable, necessary and in the public interest will be granted for the following activities but not limited to:

- (1) present grievances at any step of the Negotiated Grievance Procedure or associated Alternate Dispute Resolution Procedure;
- (2) represent an employee or the Union at an arbitration hearing;
- (3) appear as a witness at any step of a grievance;
- (4) appear as a witness at an arbitration hearing;
- (5) attend meetings scheduled by management;
- (6) meet and confer or consult with management;
- (7) represent an employee in appeal hearings covered by statutory procedures;
- (8) represent the Union on approved committees authorized by this Agreement;
- (9) represent the Union on the DoD wage fixing authority wage survey teams or other approved labor management fact-finding studies;
- (10) be present as an observer in an adverse action proceeding or grievance adjustment where the Union is not the employee's representative (subject to approval of the hearing officer in charge of the proceeding);
- (11) represent the Union in formal discussions involving personnel policies, practices, working conditions, or grievances between bargaining unit employees and management;
- (12) represent the Union in investigatory interviews between supervisors and employees;
- (13) participate in Unfair Labor Practice resolution proceedings with management officials;
- (14) prepare employee grievances and appeals;
- (15) prepare for meetings scheduled with management;
- (16) assist an employee, when designated as their Representative, in preparing a response to a proposed disciplinary action;
- (17) prepare responses to management-initiated correspondence;
- (18) prepare Union grievances;
- (19) assist an employee in preparing a response to any personnel action resulting from a directed fitness for duty examination;
- (20) prepare for arbitration;
- (21) allow travel time on the base or to the Union office to accomplish any of the above.

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

**SECTION 7. OFFICIAL TIME/ REPRESENTATIVES.** Reasonable time during working hours will be granted to UNION representatives and aggrieved employees for preparation and attendance at hearings and meetings with management officials relative to UNION or employee grievances, negotiations and all other representational functions as provided by law. Reasonable time will also be allowed for UNION representatives to meet with employees to investigate and present grievances and other appropriate matters. There will be no restraint, interference, coercion or discrimination against UNION representatives because of the performance of these duties. Consultation between representatives of the UNION and of the EMPLOYER will normally be conducted during regular working hours with reasonable time being granted the employee's representative, without charge to leave, in connection with consultations or meetings.

**SECTION 8. NUMBER OF NEGOTIATORS.** It is agreed between the PARTIES that:

a. The number of UNION bargaining Unit representatives participating in midterm bargaining or negotiations will be that number equal to the EMPLOYER's representatives.

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

**SECTION 9. FORMAL DISCUSSIONS.** The UNION will be given the opportunity to be represented at any formal discussion between one or more representatives of the Activity and one or more employees in the Unit, or their representatives, concerning any grievance or any personnel policy or practices or other general condition of employment.

**SECTION 10. OFFICIAL TIME/UNION OFFICIALS.** It is agreed that:

a. The duly elected President of the Local will be granted reasonable time during working hours to carry out responsibilities under the terms of this Agreement and the ACT. In the absence of the Local President for more than eight (8) hours on annual leave, sick leave or leave without pay, the person designated to act by the Local President will be accorded all rights and privileges under this section.

b. The duly elected Treasurer will be granted reasonable use of official time not to exceed sixteen (16) working hours per year to process and file reports mandated by the Department of Labor.

c. The UNION may assign representatives to staff the UNION office to ensure effective representational services. The assigned representatives will normally be scheduled for one four (4)-hour period per week. The total staff support will not exceed twenty (20) hours per week.

**SECTION 11. LEAVE/UNION REPRESENTATIVES.** Officers/representatives, when selected by the UNION, will be granted accrued annual leave or leave without pay to accept temporary labor organization positions or to attend conventions or meetings of labor organizations consistent with workload requirements of the EMPLOYER. Leave of absence without pay to accept temporary labor organization positions will not exceed one (1) year for such application.

**SECTION 12. MANAGEMENT TRAINING SESSIONS.** The EMPLOYER may, when appropriate, invite the UNION President or a representative to training sessions for supervisors/managers when the subject matter deals with items, which may affect conditions of employment.

**SECTION 13. PERFORMANCE EVALUATION.** UNION representatives will be evaluated on job performance as described by performance standards. Approved time off from the job will not be used in determining the overall rating.

## **ARTICLE 8 CONTINUOUS PROCESS IMPROVEMENT (CPI)**

**SECTION 1. PHILOSOPHY.** The EMPLOYER and the UNION are committed to the goals of process improvement and resolve to make Camp

Pendleton a model employer through the use of Continuous Process Improvement (CPI) principles and practices. The parties will be dedicated to providing the most effective and highest quality support at the best cost to our customers. The parties recognize that quality depends on everyone's commitment and participation. Both parties expect full involvement by the other. The goal of both parties is to fully protect the rights of our workers and develop Union/Management teamwork. Management recognizes the Union's role as the employees' exclusive representative in all matters affecting working conditions and will not interfere with that responsibility. Through the use of CPI tools, Lean Six Sigma, and Theory of Constraints (TOC), used during the conduct of a Project, "Rapid Improvement Event" (RIE), or a "Just Do it" (JDI), both parties will produce streamlined processes for our employees.

**SECTION 2. TEAM RESPONSIBILITIES.** Teams can be expected to improve processes, provide feedback among team participants, and facilitate the development of a shared sense of purpose, which will create an environment where the respectful constructive expression of diverse viewpoints is encouraged and valued; develop the collective knowledge, skills and abilities of all members to work in an environment of Employee empowerment and produce measurable improvement in the quality of services delivered; and develop the capacity of the CPI in the areas of problem identification, diagnosis and resolution, and the evaluation of customer satisfaction and product quality. The EMPLOYER may use temporary or ad hoc teams for specific projects or to address particular issues. Team members will be assigned to these teams based on the specific skills or knowledge needed for a particular assignment. Membership may be on a part time or full time basis and may cross organizational boundaries. Leadership of these teams will come from a variety of sources. For example, leaders may be appointed by management or elected by the team. The teams will meet on a designated date, time, and location to address the matter. Normally, these teams will be disbanded once the project or task is completed. The Parties agree that the establishment of Project/RIE/JDI teams will benefit both the employees and customers of Camp Pendleton.

**SECTION 3. PROJECTS/RAPID IMPROVEMENT EVENT (RIE).** The Project processes are normally three (3) to six (6) months in duration and include a Team Leader, Cross-Functional Team, Black Belt (BB), and Green Belt (GB) (assist as needed). A Project may consist of various RIEs and/or JDI processes throughout a Project. The RIE processes are typically seven (7) weeks in duration and include a Team Leader, Team Members, and a GB facilitator. Prior to the initiation of the Project/RIE, the

EMPLOYER will provide the UNION with a notification of the EMPLOYER'S intent to begin a Project/RIE when the Project/RIE addresses a topic involving personnel practices and policies or matters of working conditions for bargaining unit employees and/or bargaining unit employees will be involved as team members. The notification shall include: the topic(s) being addressed, listing of members, date, time, and location of meetings. The UNION is invited to select a UNION representative for membership on the teams when chartered. The UNION may also provide recommendations concerning the selection of team members. Throughout the Project/RIE meetings, the EMPLOYER will provide the UNION with the minutes from the RIE/Project meetings. Upon completion of the Project/RIE and if appropriate, the EMPLOYER will provide the UNION with the appropriate notification in accordance with ARTICLE 6.

**SECTION 4. JUST DO IT (JDI) PROCESS.** The JDI processes involve immediate changes which are focused on improving processes. Prior to initiating a "stand alone" JDI outside of a Project which may impact changes involving personnel practices and policies or matters of working conditions for bargaining unit employees, the EMPLOYER will provide the UNION with a notification indicating the location, date, and time of the JDI. The UNION is invited to select a UNION representative to attend the JDI. Excluding changes covered in 5 USC 7106, the UNION representative may provide recommendations involving changes to personnel practices and policies or matters of working conditions for bargaining unit employees.

**SECTION 5. CPI RECOMMENDATIONS.** Any Employee, Group of Employees, Supervisor, Manager or the UNION may suggest a topic, process, activity or problem for review or study. The suggestion must be in writing and include sufficient information to explain the problem, issue, activity, etc. Bargaining Unit employee suggestions may be given to either the UNION or Management. Whichever Party receives the suggestion will promptly forward it to the HRO. Similar suggestions will be combined as appropriate. The EMPLOYER will determine which type of CPI process is needed, its makeup, specify any desired parameters, and determine the appropriate Action Official.

## **ARTICLE 9 FACILITIES AND SERVICES**

**SECTION 1. OFFICE SPACE.** The EMPLOYER will provide office space in Building 2253 to the UNION and office furniture as available. Prior to the initiation of any alteration or

modification of UNION office, the UNION will obtain written authorization from the EMPLOYER. The UNION will be responsible for cleaning and securing the UNION office and abide by all regulations regarding the use of such space. Routine maintenance will be performed in accordance with applicable directives relative to Government-owned buildings.

**SECTION 2. TELEPHONE.** The EMPLOYER will provide the UNION office with Class III (B+) telephone service with AUTOVON access to the Marine Corps Mountain Warfare Training Center (MCMWTC). The UNION will be responsible for the monthly billing. The EMPLOYER will provide updated phone books, if available.

**SECTION 3. PARKING.** The parking spaces in front of the UNION office will be designated and marked as NFFE parking only.

**SECTION 4. BULLETIN BOARDS.** The EMPLOYER will provide the UNION with bulletin board space, as available, for posting material subject to the approval of the Human Resources Office.

**SECTION 5. PUBLICATIONS AND DIRECTIVES.** The EMPLOYER will provide UNION representatives access to publications and directives that are maintained by the activity and in accordance with applicable labor laws and regulations.

**SECTION 6. LISTS.** The EMPLOYER will furnish the UNION, upon request, up-to-date lists of all employees in the bargaining unit depicting names, position title and grade, and organizational designation.

**SECTION 7. GUARD MAIL SERVICE.** The UNION may use the Guard mail Service, for representational purposes only.

**SECTION 8. GOVERNMENT-OWNED VEHICLES.** When the UNION representative has access to a Government-owned passenger vehicle as part of their normal duties, and the EMPLOYER does not require the vehicle for work related purposes, the vehicle may be utilized for representational duties.

**SECTION 9. COMPUTER.** Based upon availability, the EMPLOYER will provide a computer and standard software package to the UNION for official use in the UNION office. The computer will be connected to the EMPLOYER'S computer network to assist in more efficient labor/management communications.

## **ARTICLE 10 ORIENTATION OF EMPLOYEES**

**SECTION 1. EXCLUSIVE RECOGNITION.** All new employees will be informed by the EMPLOYER that the UNION is the exclusive representative of employees in the Unit. The EMPLOYER agrees to give each employee a copy of this Agreement, via Compact Disk (CD) or hardcopy.

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

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

## **ARTICLE 11 HOURS OF WORK**

**SECTION 1. GENERAL.** The basic 40-hour workweek will consist of five (5) consecutive 8-hour days, normally Monday through Friday, except for personnel employed in security, utilities, and service-type functions. The regular workday will be as published in appropriate directives. When the EMPLOYER knows in advance of a need, it will give employees at least one (1) pay period written notice before changing hours or shifts, except when the head of EMPLOYER determines that the EMPLOYER would seriously be handicapped in carrying out the functions, or that the costs would be substantially increased.

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

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

**SECTION 4. ALTERNATIVE WORK SCHEDULES (AWS).** The EMPLOYER agrees to utilize the five-four/nine (5-4/9) compressed work schedule where it is found to be feasible by Management on an organizational or case-by-case basis. In the event that the schedule proves to have an adverse impact upon the organization,

employees will be returned to the original work schedule. The UNION will be notified of such actions before they are implemented. The EMPLOYER agrees to consider all possible alternatives prior to giving notice to the UNION and the employee about returning the employee to the original work schedule. The AWS will be implemented as follows:

a. Each employee will work eighty (80) hours per pay period exclusive of overtime.

b. The five-four/nine (5-4/9) schedule will consist of eight (8) nine (9)-hour days and one (1) eight (8)-hour day per pay period.

c. Specific hours/days of work will be authorized by the EMPLOYER.

d. The additional day off each pay period will be scheduled by the EMPLOYER based upon the following:

(1) Intent to extend weekends for employee.

(2) EMPLOYER's need to balance workforce and provide adequate services to support the Activity's mission.

(3) Consideration will be given to employees' requests to accommodate carpools, child care, etc.

**SECTION 5. CLEANUP TIME.** Time to perform all tasks related to cleanup prior to departure of the employees from their work area will be included in the normal workday as determined necessary by the supervisor. Time will be allowed for showers when conditions encountered during the specific tasks require them for health or safety reasons.

## **ARTICLE 12 WORK ASSIGNMENTS**

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



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

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

**SECTION 4. TRANSPORTATION.** Transportation may be provided for employees during duty hours when required by management to change their work area, however, if employees are required to provide their own vehicle, they will be compensated in accordance with applicable regulations.

**SECTION 5. CLASSIFICATION REVIEWS.** Employees have the right to review Position Classification Standards for their position. Employees may file a classification appeal at any time if they feel that their position is improperly classified. Information on appeal procedures is available and published in the Human Resources Office. The employee may request UNION representation at any meetings between the employee and Human Resources Specialists. All information submitted will be considered. If employees are not satisfied they may request a copy of any written classification notes to use in preparation of a classification appeal.

## **ARTICLE 13 MARINE CORPS CIVILIAN LAW ENFORCEMENT PROGRAM (MCCLEP)**

**SECTION 1. GENERAL.** The Camp Pendleton Provost Marshal Office (PMO) is a "blended" security operation consisting of both active duty Military Police and Civilian Police Officers. Military and Civilian Police Officers work side-by side-under a single chain of command and within a single base security force. Operationally the two elements (military and civilian) are indistinguishable. The Camp Pendleton Provost Marshal (PM) serves as the installation commander's senior law enforcement representative and as a special staff officer responsible for the daily operations and functional management of the PMO. The MCCLEP portion of this agreement only applies to those employees as defined in Article 13, Section 2.

**SECTION 2. CIVILIAN POLICE OFFICER DEFINED.** Marine Corps Police Officers are civilian federal employees who have completed the Marine Corps Police Academy or Commander's Course, are authorized to perform law enforcement/police duties on a Marine Corps installation, and are performing duties on a specific installation under the same authority and jurisdiction as military police counterparts.

**SECTION 3. AUTHORITY AND POLICY.** Authority for Marine Corps Civilian Police Officers to perform their assigned law enforcement duties and policy as to how those duties will be performed is promulgated via Marine Corps Order (MCO) 5580.2B (LAW ENFORCEMENT MANUAL). Local supplemental Standing Operating Procedures (SOP) may be promulgated if approved at the Marine Corps Headquarters level.

**SECTION 4. CHAIN OF COMMAND.** Command and control of the PMO is exercised solely through the chain of command. The chain of command is the hierarchical line of authority and responsibility along which lawful orders are passed within the Provost Marshal Office. A lawful order is transmitted down the chain of command from higher ranked personnel (Supervisor) to lower ranked personnel, who either carry out the order personally or transmit it down the chain as appropriate, until it is received by those expected to carry it out. As a general rule, personnel give orders only to those directly below them in the chain of command and receive orders only from those directly above them. With the exception of established procedures to the contrary (request mast, union grievance submission, CONGRINT and statutory protected activity), personnel are expected to always observe and comply with the chain of command. The concept of chain of command also implies that higher rank alone does not automatically entitle all higher ranking personnel to issue orders to everyone of lower rank. While a respectful demeanor towards all superiors remains a universal expectation, a chain of command clearly indicates that individual members receive lawful orders from immediate supervisors and only issue orders to a defined group of people immediately below them. Employees will be made aware of the current Chain of Command and the information will be disseminated appropriately.

**SECTION 5. CENTRAL MANAGEMENT.** The MCCLEP is a centrally managed Headquarters Marine Corps (HQMC) program with decentralized execution throughout the Marine Corps supporting establishment. For the purposes of the MCCLEP, the supporting establishment consists of Marine Corps bases and air stations, excluding those in Japan. The HQMC Civilian Law Enforcement Program Manager is assigned overall staff responsibility for

management of the MCCLEP. Program management includes doctrine and policy development, funding control, uniform and equipment procurement and distribution, marketing and recruitment oversight, and headquarters staff advocacy.

**SECTION 6. UNIFORMS AND EQUIPMENT.** Per Section 5 above, initial issue of all MCCLEP equipment and uniform clothing is purchased and distributed by HQMC. Proposed uniform and equipment changes may be submitted to the Program Manager for consideration at the annual MCCLEP Uniform Board, which takes place at the annual USMC Security Conference. Chapter 5 of MCO 5580.2B provides policy regarding the uniform and equipment. The EMPLOYER will make efforts, if necessary through proposals to the annual Uniform Board, to provide uniforms and duty equipment that will be complete and of good quality and condition.

The EMPLOYER and the UNION will meet annually to discuss UNION proposal(s) pertaining to uniforms and equipment standards for the Marine Corps Civilian Police Officers bargaining unit employees. This meeting will take place prior to the annual MCCLEP Uniform Board meeting(s). The number of UNION representatives attending this meeting will not exceed the number of EMPLOYER representatives. The EMPLOYER will review and determine which proposal(s) to present at the annual MCCLEP Uniform Board meetings. In addition to the annual meeting, the parties may discuss UNION uniform/equipment proposal(s) on a continuous basis.

**SECTION 7. UNIFORM ALLOWANCE.** The Marine Corps provides a uniform allowance for Marine Corps Civilian Police Officers through authorization provided by Department of Defense Instruction 1400.25. The amount of the allowance is set by the DODI 1400.25. Under guidelines established in Message Identification/General Administration/Commandant of the Marine Corps (MSGID/GENADMIN/CMC), Washington DC, Plans, Policies, and Operations, Security Division (PPO PS), Date Time Group (DTG) 081933z Jul 09, the uniform allowance will be paid to the Marine Corps Civilian Police Officers on a quarterly basis, beginning the first month of the quarter in which officers reach their one (1) year anniversary of employment in MCCLEP. The uniform allowance will then be paid at the beginning of each quarter that the officer remains employed as a Marine Corps Police Officer. Marine Corps Police Officers at MCB Camp Pendleton are required to provide receipt(s) to management to document the use of the uniform allowance within six (6) months after the issuance of the allowance.

**SECTION 8. OFF BASE AUTHORITY.** In accordance with MCO 5580.2B, Marine Corps Civilian Police Officers are prohibited from enforcing the law or conducting law enforcement activities off their assigned installation. Additionally, Marine Corps Civilian Police Officers are prohibited from representing the Camp Pendleton Provost Marshal Office without prior written approval.

**SECTION 9. OUTSIDE EMPLOYMENT.** Certain outside employment activities present an inherent conflict of interest for Marine Corps Civilian Police Officers because of the requirements and nature of law enforcement. The right to work at any lawful occupation which does not present a conflict between the employee's obligation as a law enforcement officer and the outside occupation will not be restricted. There will be no restriction as to the number of hours an employee may work in outside employment, so long as the hours do not adversely impact on the EMPLOYER. Where there is objective evidence that an employee's work performance is suffering or has declined because of engagement in outside employment activities, the EMPLOYER may meet with the employee and his/her representative to discuss the EMPLOYER'S concerns. If work performance continues to decline, the EMPLOYER may take such action as is warranted concerning the employee's employment with the MCCLEP Camp Pendleton. However, no employee will be required to resign from an outside employment position. Specific guidelines for this area of interest are provided in MCO 5580.2B, Chapter 4, Section 4800.

## **ARTICLE 14 OVERTIME WORK**

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

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

**SECTION 3. FACILITIES MAINTENANCE DEPARTMENT (FMD) OVERTIME DISTRIBUTION.** FMD employees working a job that turns into overtime work or an emergency will be asked to continue and finish their work. Shop Supervisors or Leaders will maintain a list of employees who wish to be considered for overtime work.

It will be the employee's responsibility to ask that his or her name be placed on the Request for Overtime Work List. Overtime shall be equitably distributed among employees engaged in similar work in a particular shop or work area, prior to requesting volunteers from other shops with necessary skills, licenses or certifications. Factors to be considered in assigning overtime will generally include a review of the employee's skills, abilities, overtime record and availability for the duration of the job. Employees are authorized to place their names on any overtime shop roster, to be considered for overtime work. It is also understood that where special skills are required, employees possessing those skills will be assigned to the overtime workload. Supervisors or Leaders will offer employees from the Overtime List, in numerical order, an opportunity to work overtime. The Supervisor or Leader will keep a record of whom, when and whether the offer was accepted or denied. That name will then move to the bottom of the list, providing everyone a fair chance. Three refusals of overtime offers results in the employee's name being removed from the list. The employee can re-add his or her name back to the list with the Supervisor's permission. If the employee cannot be reached for the offer, or if they do not possess the needed job skill set, the Supervisor or Leader will move to the next name down the list. The "missed" employee's name remains at the top of the list for the next offer. FMD will not force employees to work overtime against their expressed desires as long as requirements can be reasonably be met by other employees willing to work overtime. Management still reserves the right to direct individual employees to work overtime in case of emergencies or to accomplish FMD's mission.

**SECTION 4. ASSIGNMENT.** The EMPLOYER agrees that employees will not be forced to work overtime against their expressed desire as long as full requirements can reasonably be met by other employees willing to work overtime. The EMPLOYER may direct individual employees to work overtime in case of emergency or to accomplish the EMPLOYER's mission. It is understood that where special skills are required, employees possessing such skills will be assigned to the overtime work involved.

**SECTION 5. RELEASE FROM OVERTIME.** The EMPLOYER will, upon request, relieve employees from overtime assignments if their reasons are determined by the EMPLOYER to be valid and there are other qualified employees available for the assignment. If employees are relieved of over time assignments, at their own request, the hours of overtime declined will be considered as

overtime hours performed for the purposes of determining the equity of overtime distribution.

**SECTION 6. MEAL BREAK.** Employees who are required to work overtime in excess of four (4) hours in their work shift will normally be allowed a one-half hour lunch period without pay in accordance with applicable rules and regulations.

**SECTION 7. CALL BACK.** Employees who are called back to work at a time outside and unconnected with the scheduled hours of work within their basic workweek will receive at least two hours call-back overtime pay including any shift differential and/or additional pay to which they are entitled, or compensatory time off where appropriate, in accordance with applicable pay regulations and statutes.

**SECTION 8. COMPENSATORY TIME.**

a. Compensatory time off is time off from regularly scheduled work in lieu of overtime pay for irregular or occasional overtime hours previously worked. Employee eligibility determinations and requests for compensatory time in lieu of overtime will be made in accordance with applicable laws and regulations. Presently, Wage Grade employees are not entitled to compensatory time by law and regulation.

b. If the opportunity to use compensatory time is not afforded the employee, such time will be paid at an appropriate overtime rate in accordance with applicable regulations.

**SECTION 9. NOTIFICATION.** Employees assigned to overtime work will be given as much advance notice of such assignment as possible. Notification for planned overtime on Saturday and Sunday will be made as soon as management becomes aware of the requirement.

**SECTION 10. PROLONGED OVERTIME.** If it becomes necessary to require an employee to work in excess of sixteen (16) hours in one day, the EMPLOYER agrees to make arrangements for the employee to have eight (8) hours rest off the clock.

**SECTION 11. CARRYING OF ELECTRONIC DEVICES.** While all government employees are subject to recall, the PARTIES agree that the carrying of electronic devices by unit members while off-duty is not a practical option. Management does not believe that it is economical to severely restrict unit employees that carry electronic devices on off-duty hours so that they can be

considered to be "on-duty" and can be legally paid. The UNION feels that requiring employees to carry electronic devices and remain in certain geographic areas without pay is not fair. Therefore, unit employees will not be required to wear an electronic device while off-duty. It is understood that should regulations change and the use of electronic devices seem to be practicable; the issue can be reexamined by consent of the PARTIES.

## **ARTICLE 15 TEMPORARY DUTY TRAVEL**

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

**SECTION 2. COMPENSATION.** Employees of the Unit required to perform authorized overtime services beyond the regularly scheduled workday while on temporary additional duty will be compensated in accordance with applicable rules, regulations, and Article 12 of this Agreement.

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

**SECTION 4. SELECTION.** The selection of employees for assignments involving travel will be made according to the needs of the EMPLOYER and the duties described in the employee's position description. The EMPLOYER agrees to consider the expressed desires of employees in making such temporary duty assignments, including requests to be excused from such assignments.

**SECTION 5. PRIVATELY OWNED VEHICLES.** Employees who are authorized to utilize private motor vehicles while on travel orders for any reason will be reimbursed in accordance with Joint Travel Regulations (JTR). The EMPLOYER will normally authorize Government transportation for official travel in the local area, not greater than fifty (50) miles; however, the use of private vehicles may be authorized, but not directed.

**SECTION 6. PERSONNEL/CARGO TRANSPORTATION SUPPORT.** In the event a scheduled route is closed by local officials and the local officials have designated an alternate route, the employee

will proceed on that route and notify the EMPLOYER as soon as possible.

**SECTION 7. GOVERNMENT-OWNED VEHICLES.** It is agreed between the PARTIES that when Government-owned or leased automobiles are used by employees for official travel, their use will be limited to official purposes. When requested by the employee, the procedures for operating, fueling and obtaining necessary repairs in case of vehicle malfunction will be explained to the employee assigned the vehicle prior to use. Use of Government-owned or leased vehicles for other than transportation between places where the employee's presence is required incident to official business may be authorized by the EMPLOYER when public transportation is unavailable or its use is impractical.

## **ARTICLE 16 TRAINING**

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

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

**SECTION 3. PERSONAL DEVELOPMENT TRAINING.** Employees may participate in training for personal development at the employee's own expense and on the appropriate leave status (subject to approval of the EMPLOYER) in accordance with existing rules and regulations.

**SECTION 4. TRAINING RECORDS SUBMISSION.** Employees may enter evidence of satisfactory completion of training or programs into the **MyBiz** Self-Service application. The EMPLOYER, at times, may



submit the employee's training certification to their record. Such training may be used as a factor in giving consideration in the employee's future promotion.

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

**SECTION 6. JOINT TRAINING.** The PARTIES agree that full understanding of the Agreement is important to efficient Labor/Management relations; therefore, within ninety (90) days after final approval of the Agreement, Management officials and supervisors, and the UNION officers and stewards will have a joint training session covering the changes and additions of the Agreement.

**SECTION 7. LABOR/MANAGEMENT/STEWARDS TRAINING.** The PARTIES agree that education contributes to a more cost effective and efficient labor/ management program. With this goal, the EMPLOYER agrees, if workload requirements permit, to administratively excuse UNION officials for attendance at labor/management/steward training sessions provided the subject matter of such training is appropriate and of reasonable length and of mutual concern to the EMPLOYER and the UNION. A written request, including agenda, will be submitted at least three (3) weeks in advance by the UNION President to the Human Resources Office. The Human Resources Office will inform appropriate supervisors of the training session, dates, attendees, and that approval is subject to workload requirements.

## **ARTICLE 17 PROMOTIONS**

**SECTION 1. GENERAL.** The EMPLOYER and the UNION agree that all promotions will be made in accordance with applicable laws and regulations.

**SECTION 2. PROCEDURE.** Promotions will be made on the basis of merit under systematic and equitable procedures. The identification, qualification, evaluation and selection of candidates will be based solely on Merit System Principles.

**SECTION 3. SOURCES.** In order to ensure that vacancies are filled by the best qualified candidates available and that the objectives of the Equal Employment Opportunity Program are fully met, vacancies will be filled by the most appropriate method.

Vacant positions may be filled by appointment from Office of Personnel Management competitive registers, reinstatements, reassignments, changes to lower grade, transfer, upward mobility, etc. These sources may be utilized concurrently or to the exclusion of the merit staffing process.

**SECTION 4. PRIORITY PLACEMENT.** It is understood that the provisions of the Department of Defense Program for the Stability of Civilian Employment (Priority Placement Program) takes precedence and will be adhered to in all placement actions.

**SECTION 5. VACANCY ANNOUNCEMENTS.** The EMPLOYER agrees that all promotional announcements will be appropriately publicized to ensure that all employees have an equal opportunity to participate in the Merit Staffing Program.

**SECTION 6. ANNOUNCEMENT PROCEDURE.** Vacancies to be filled through competitive merit staffing procedures will be advertised via a vacancy announcement. The announcement will contain sufficient information for candidates to understand what the area of consideration is, what the duties of the position are, what qualifications are required, and what candidates have to do to apply. If it is not practical to put all information in the announcement, in total, candidates will be told where the information can be obtained.

**SECTION 7. CERTIFICATION.** The best qualified candidates will be referred to the selecting official by the Human Resources Service Center-Southwest (HRSC-SW).

**SECTION 8. NON-SELECTION RIGHTS.** It is agreed that Unit employees who are not selected for a position for which application was made will:

a. Be informed of the status of their application via the recruitment source utilized to apply for the vacancy.

b. Upon request be informed in what areas, if any, they can improve to increase chances of future promotion.

**SECTION 9. TEMPORARY PROMOTION.** When it is known in advance that a temporary assignment of a Unit employee to a position classified at a higher grade will extend for more than thirty (30) days, the employee, if qualified, will be temporarily promoted for the period of the assignment. Temporary promotions

of 120 days or more will be filled through competitive procedures.

**SECTION 10. NONCOMPETITIVE PROMOTION.** When there has been an accretion of duties and responsibilities to warrant an increase in grade, the employee in the position, if qualified, will be promoted without competition, unless the EMPLOYER eliminates or redistributes the grade-controlling duties.

**SECTION 11. NON-GRIEVABILITY.** It is agreed that non-selection from a group of properly ranked and certified candidates and any action required to be taken by law or direction of higher authority are not matters subject to the negotiated grievance procedure.

**SECTION 12. RE-PROMOTION.** Employees reduced in grade without personal cause will be advised of the "Prior Consideration for Re-promotion" provisions for which they qualify in accordance with rules and regulations and the procedure ensuring proper consideration.

## **ARTICLE 18 DETAILS**

**SECTION 1. DEFINITION.** A detail is the temporary assignment of an employee to a different position or to a different set of duties for a specific period of time. The employee returns to regular duties at the end of the detail since he/she continues to be the incumbent of the position from which detailed.

**SECTION 2. DOCUMENTATION.** The PARTIES agree that details that are for the express purpose of evaluating employees for promotion to an upcoming vacancy, or for training for advancement, or are required for promotion, will be made in accordance with the Merit Staffing Program. Details of more than thirty (30) days will be documented on Standard Form 50, Notification of Personnel Action. In cases of intermittent details, the EMPLOYER agrees to rotate such assignments among appropriate employees. Employees may maintain a record of their details for use in documenting Federal applications.

**SECTION 3. PERFORMANCE RATING.** When employees complete a detail or Temporary Promotion of 120 days or longer under established performance standards, they will receive a rating for the detail/temporary promotion that will be taken into consideration when the rating of record is given at the end of the performance year.

**SECTION 4. PROMOTION.** If, during the course of an employee's detail to a higher graded position, it becomes apparent that the temporary requirement to fill the position will extend beyond thirty (30) days, the EMPLOYER will determine whether to terminate the detail and fill the position through other means or to allow the detailed employee to continue in the assignment. If it is decided that the detailed employee(s) should continue in the position(s), they will be temporarily promoted effective on the 31st day of the assignment, if fully qualified, in accordance with Article 15 (PROMOTIONS), Section 9, of this Agreement.

## **ARTICLE 19 PAY PROVISIONS**

**SECTION 1. ENVIRONMENTAL AND HAZARD PAY.** Information on hazard pay and environmental differential pay can be found in the applicable rules and regulations.

**SECTION 2. PAY.** Employees will be paid biweekly via Direct Deposit/Electronic Fund Transfer (DD/EFT) to a financial institution of choice. All employees are required to be on DD/EFT.

Notification of non-receipt of DD/EFT payment may be made immediately to the Payroll Office on the officially established payday after the employee has verified with the financial institution that the credit has not been made to the appropriate account. Replacement of funds is subject to immediate recovery if replaced DD/EFT funds are later credited to the employee's account.

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

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

## **ARTICLE 20 SPECIAL TOOLS AND CLOTHING**

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

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

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

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

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

## **ARTICLE 21 LEAVE**

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

### **SECTION 1. ANNUAL LEAVE.**

a. **Scheduled Annual Leave.** (Not less than one (1) week continuous duration for vacation purposes.) Approval of an employee's request for scheduled annual leave will be granted, subject to workload requirements, as determined by the supervisor. Requests for scheduled annual leave will be submitted not later than 1 February. Management will consider leave requests beginning any day of the week provided, shift coverage is available and workload requirements can be met. If a conflict arises between two (2) or more Unit employees, where such employees cannot be scheduled for the same period because of workload requirements, the supervisor and employees concerned

will try to resolve the conflict by mutual agreement. If mutual agreement cannot be reached, the employee with the longest continuous service with the department/section will be scheduled for leave. Seniority rights for this purpose can only be exercised once in any calendar year. An employee exercising these rights may only do so for the same leave period every other year.

b. **Unscheduled Annual Leave.** Requests for unscheduled annual leave will normally be submitted at least twenty-four (24) hours in advance of the work shift starting time. Requests for unscheduled annual leave after arrival on duty will be considered on an individual basis subject to workload requirements. Unscheduled annual leave is defined as leave of less than one full work week in duration which has not been previously scheduled, but which does not meet the definition of "emergency leave".

c. **Emergency Leave.** Requests for emergency annual leave (leave requested without twenty-four (24) hours prior approval) will be considered on an individual basis. Employees must contact their designated supervisor by telephone, if at all possible. If the designated supervisor is not available then the employee should ask for the second line supervisor; if unavailable, the employee will give the message to the Department designated point of contact for delivery to the appropriate supervisor. Each Department will ensure a designated point of contact is assigned. The message should include a brief explanation of the reason for the absence and an estimate of the length of the absence, and a phone number, when possible, where the employee may be contacted during their absence. The employee will notify the EMPLOYER as soon as possible when requesting emergency leave.

Employees in twenty-four hour functions are expected to call at least two (2) hours, or as soon as possible prior to the beginning of their work shift in order that arrangements can be made for coverage. Employees on the "graveyard" (0000 - 0800) shift will be provided a call-in point of contact on base for emergency leave.

## **SECTION 2. SICK LEAVE.**

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

b. Periods of absence on sick leave in excess of three (3) workdays must ordinarily be supported by a medical certificate containing a brief statement of the nature of the illness, inclusive dates of treatment, and statement releasing the employee to return to duty. Instead of a medical certificate, the employee's signed statement, explaining the nature of illness, may be accepted when it is unreasonable to require a medical certificate because of a shortage of physicians, remoteness of locality, or because the illness did not require the services of a physician.

c. When there is reason to suspect that sick leave is being abused, the current practice is to counsel the employees on sick leave before taking formal/written action. If this does not bring about improvement in the sick leave record, the employee should then be issued a letter requiring that all future requests for sick leave be supported by a medical certificate. This letter will clearly articulate all requirements and conditions imposed, and should explain the reasons for the requirement. A Letter of Requirement may be grieved. Failure to comply with the Letter of Requirement may be considered a basis for denying sick leave and carrying the employee in an unauthorized absence status. Additionally, since the Letter of Requirement is a written order, failure to comply may also be considered a disciplinary offense in and of itself. The requirements should be rescinded in writing at such time as improvement in an employee's sick leave record warrants.

d. Employees must contact their designated supervisor by telephone, if at all possible, prior to the start of their work shift, but no more than two (2) hours after the shift begins. Failure of an employee to make such notification may result in the absence being charged to unauthorized absence, dependent upon the determination of facts by the EMPLOYER in each individual case. If the designated supervisor is not available then the employee should ask for the second line supervisor; if unavailable, the employee will give the message to the Department designated point of contact for delivery to the appropriate supervisor. Each Department will ensure a designated point of contact is assigned. The message should include a brief explanation of the reason for the absence and an estimate of the length of the absence, and a phone number when possible where the employee may be contacted during their absence. If the absence extends beyond the time estimated, the employee should again notify the supervisor, requesting additional leave.

e. Employees in twenty-four (24)-hour functions are expected to call at least two (2) hours or as soon as possible

prior to the beginning of their work shift in order that arrangements can be made for coverage. Employees on the graveyard (0000 - 0800) shift will be provided a call-in point of contact on base for emergency leave.

f. An employee on approved extended sick leave will not be required to confirm his incapacitation to the EMPLOYER during the period certified.

NOTE: Notification/request by an employee for emergency annual leave or sick leave does not constitute approval. All such requests are subject to verification by the EMPLOYER prior to approval of the leave.

**SECTION 3. MATERNITY/PATERNITY LEAVE.** The granting of leave for maternity/paternity reasons within the Federal Government is a combination of as many as three (3) separate types of leave: Sick Leave, Annual Leave, and Leave Without Pay, and will be administered in accordance with the Family Medical Leave Act (FMLA) and 5 CFR 630.401 as appropriate.

**SECTION 4. COURT LEAVE.** Court Leave will be administered in accordance with applicable laws and regulations.

**SECTION 5. LEAVE FOR OFFICERS/REPRESENTATIVES OF THE UNION.** Consistent with regulations and workload requirements, the EMPLOYER agrees to grant annual leave or leave without pay to UNION officials/representatives for appropriate Labor/Management business outside their designated bargaining Unit. UNION officials/ representatives may be excused without charge to leave or loss of pay, to receive information, briefings, or orientation determined by the EMPLOYER to be of mutual benefit to the EMPLOYER and the UNION.

**SECTION 6. USE OR LOSE LEAVE.** It is agreed that each employee has an obligation to assist the EMPLOYER in the development of appropriate leave schedules so that no employee will forfeit leave. In support of this policy employees and supervisors are encouraged to request and schedule use or lose leave as early as practicable (prior to 1 October) for use throughout the leave year.

**SECTION 7. TARDINESS.** Employees have the responsibility to arrive at work on time; however, supervisors have the discretion to:

- a. excuse tardiness of up to twenty-nine (29) minutes,



- b. grant appropriate leave,
- c. charge the tardiness as unauthorized absence,
- d. take disciplinary action as appropriate.

## **ARTICLE 22 DISCIPLINARY ACTION**

**SECTION 1. GENERAL.** A disciplinary action is defined as a Letter of Reprimand or a suspension from employment for fourteen (14) calendar days or less. Disciplinary actions taken against Unit employees must be taken promptly, based on just cause and consistent with applicable laws and regulations. Sections 3 and 4 do not apply to a Letter of Reprimand.

**SECTION 2. PRELIMINARY INVESTIGATION.** Prior to issuing a Letter of Reprimand or a proposed notice of another disciplinary action, a preliminary investigation will be conducted when deemed necessary, by the immediate supervisor or other responsible official, if necessary to determine the facts in the case. If a formal disciplinary action is warranted, a discussion will be held with the employee. Employees of the Unit are entitled to UNION representation at all such investigations (Weingarten rights) and discussions. This Article does not apply to actions based on unacceptable performance.

**SECTION 3. PROPOSED NOTICE.** A notice of proposed disciplinary action against a Unit employee will be in writing and will inform the employee:

- a. Of the specific reason(s) for the proposed action.
- b. Of the name of the deciding official to whom the employee may reply to.
- c. That the employee may reply orally and/or in writing and may submit affidavits or other written statements in support of the reply.
- d. That the employee's reply will be given full consideration by the deciding official.
- e. That the employee may request to be represented by the UNION in the "Negotiated Grievance Procedure".

f. Of the employee's employment status during the notice period.

g. That the employee and the representative, if one is designated, will be given a reasonable amount of official time to review all the evidence used to support the reasons in the notice and to prepare a notice of reply to the deciding official.

h. The employee will have ten (10) calendar days from receipt of the proposal to transmit a reply to the deciding official. This period may be extended by the deciding official upon request of the employee. Every effort will be made to approve reasonable requests for extensions.

i. Written notices of proposed action are not required for a "Letter of Reprimand".

**SECTION 4. NOTICE OF DECISION.** The EMPLOYER will issue a written final decision as soon as practicable after the ten (10) days advance notice period stating the specific reasons, including a statement of the employee's entitlement to grieve the action as provided for by Article 28 of this Agreement.

## **ARTICLE 23 ADVERSE ACTION**

**SECTION 1. GENERAL.** Adverse action is defined as a removal, a suspension of more than fourteen (14) calendar days, a reduction in grade or pay, and a furlough of thirty (30) days or less. It is agreed that adverse actions will be taken as prescribed by applicable laws and regulations, and will normally be taken against employees in a reasonable and timely manner for such cause as will promote the efficiency of the service. Employees of the Unit are entitled to UNION representation at all such investigations (Weingarten rights) and discussions. This Article does not apply to actions based on unacceptable performance.

**SECTION 2. PROPOSED NOTICE.** A notice of proposed adverse action against a Unit employee will be in writing and will inform the employee:

a. Of the right to at least thirty (30) days advance notice prior to the decision of the adverse action, unless there is a reasonable cause to believe the employee has committed a crime

for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action.

b. Of a reasonable time, but not less than seven (7) days, to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer.

c. That the employee's reply will be given full consideration by the deciding official.

d. That the employee may choose to be represented by a person designated by the UNION if the employee is grieving through the Negotiated Grievance Procedure, or by a person of the employee's choice who desires to serve as a representative, if they choose MSPB procedures. The EMPLOYER may disallow an employee's representative whose activities as a representative could cause a conflict of interest or position.

e. Of the employee's employment status during the proposed notice period.

f. That the employee and/or representative will be given a reasonable amount of official time to review all the evidence used to support the reasons in the notice of proposed adverse action and to prepare a notice of reply to the deciding official.

**SECTION 3. NOTICE OF DECISION.** The EMPLOYER will issue a written final decision as soon as practicable after the thirty (30) calendar days advance notice period stating the specific reasons, including a statement of the employee's entitlement to grieve the adverse action as provided for by Article 28, Section 8, of this Agreement or appeal to the Merit System Protection Board (MSPB) in accordance with 5 CFR, Chapter 11, Part 1200.

## **ARTICLE 24 PERFORMANCE MANAGEMENT PROGRAM**

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

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

**SECTION 3. PERFORMANCE PLAN.** The performance management program will be administered in accordance with applicable rules and regulations.

a. In the identification of performance expectations, first level supervisors will encourage employee participation and ensure that employees are given the opportunity to be involved in the development of optional work plans. It is the rating supervisor's responsibility to ensure that critical elements and expectations are developed and communicated in writing to the employee within thirty (30) days of the beginning of each appraisal period and for each detail or temporary promotion expected to last one hundred twenty (120) days or longer. A permanent change of position begins a new rating period. Further amendments may be made during the rating year, and those amendments will be noted with the employee's and rating supervisor's initials. The employee's signature or initials only means that the employee has received a copy.

b. Critical elements and optional work plans should be consistent with the duties and responsibilities contained in the employee's position/job description. They should permit the accurate evaluation of the job performance. If practicable, objective criteria will be used.

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

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

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

(1) Thirty (30) calendar days advance written notice of the proposed action which identifies:

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

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

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

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

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

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

(4) A reasonable time, not less than seven (7) calendar days, to answer orally and in writing; and

(5) A written decision which:

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

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

(c) Specifies the employee's right of appeal to the MSPB or grievance under the Negotiated Grievance Procedure in Article 25; and

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

c. Where an application for disability retirement of an employee is approved, the employee, at his/her option, may use any available sick leave.

d. The procedures of the Civilian Employee Assistance Program must be considered and made available to any employee who so requests prior to initiating action based on unacceptable performance.

## **ARTICLE 25 REDUCTION-IN-FORCE**

**SECTION 1. NOTIFICATION.** In any reduction-in-force (RIF) action, the EMPLOYER agrees to notify the UNION as far in advance as possible and prior to the issuance of official notices to the employees involved. The EMPLOYER agrees to meet with the UNION for the purpose of exchanging ideas relative to impact on employees affected by the RIF action. The UNION will render its assistance in communicating to employees the EMPLOYER's reasons for the RIF.

**SECTION 2. PLACEMENT.** It is understood that all RIFs will be carried out in accordance with applicable laws and regulations. The EMPLOYER agrees that, in order to minimize the impact of a RIF, consideration may be given to filling existing vacancies by the placement of qualified employees who are otherwise adversely affected by the RIF.

**SECTION 3. RE-EMPLOYMENT PRIORITY.** A career or career-conditional employee who is separated because of a RIF will be placed on the Re-employment Priority List in accordance with the eligibility provisions of applicable regulations. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

**SECTION 4. DEMOTION.** In situations where an employee accepts a demotion in lieu of separation in a RIF action, the employee must be qualified to perform the duties of the lesser rated position subject to exceptions provided by applicable regulations.

**SECTION 5. TRAINING.** Training sessions with all affected employees will be conducted by the EMPLOYER to explain the RIF procedures and answer pertinent questions; a UNION representative will be invited. Any employee desiring individual counseling may request such counseling through the Civilian Human Resources Office (CHRO), who will coordinate with

the Human Resources Service Center-Southwest (HRSC-SW). RIF training and/or counseling sessions will be presented aboard Camp Pendleton by the HRSC-SW/CHRO.

## **ARTICLE 26 REORGANIZATION**

**SECTION 1. DEFINITION OF REORGANIZATION.** A reorganization is defined as the planned elimination, addition or redistribution of significant functions in an organization and/or organizational unit.

**SECTION 2. PROCEDURES.** When a reorganization is the cause of a personnel action involving separation, furlough for more than 30 calendar days, change to lower grade or reassignment involving displacement, reduction-in-force procedures must be followed. Some situations which may require the use of reduction-in-force procedures are:

a. When a reclassification of an employee's position due to erosion of duties take effect within 180 days after the activity has formally announced a reduction-in-force in the employee's competitive area; and

b. When there is an assignment to an occupied position in a different competitive level which involves bumping or retreating.

**SECTION 3. NOTIFICATION OF REORGANIZATION.** The EMPLOYER will provide the UNION an Official Notification prior to effecting reassignment actions. The UNION will be afforded the opportunity to request negotiations concerning the impact and procedures for the implementation of the reorganization. Notification may include the final organization structure and the numbers, job titles and grades of positions involved.

**SECTION 4. STABILITY OF POSITIONS PRIOR TO EFFECTING A REORGANIZATION.** Because employees who are detailed or loaned are still assigned to their positions of record, such assignments have no effect on retention standing or placement rights and may be processed at any time during the reorganization. However, if the EMPLOYER determines that it will reassign employee(s) out of an organization that will be directly affected by an announced reorganization, the EMPLOYER agrees to notify the UNION prior to effecting the reassignment. In the event a reorganization leads to use of RIF procedures,

placement actions will be based upon an employee's position and organization of record.

## **ARTICLE 27 CONTRACTING OUT**

**SECTION 1. GENERAL.** It is understood by the PARTIES that decisions based on Section 7106(a)(2)(B) of the ACT regarding contracting out and transfer of work within the Unit are areas of discretion of the EMPLOYER. All contracting out initiatives will be in accordance with OMB Circular A-76, and other applicable laws and regulations. The parties understand that the sole appeal procedure for matters in this section is that contained in OMB Circular A-76.

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

**SECTION 3. UNION AND EMPLOYEE RIGHTS.** When the EMPLOYER determines that Unit work will be contracted out, the EMPLOYER will meet and confer with the UNION concerning the impact on bargaining Unit employees. Upon request from the UNION, the EMPLOYER will furnish the UNION a copy of the review announcement furnished all contractors and during the review period the UNION will have access to all relative in-house cost and contractor cost bid data. The EMPLOYER further agrees, consistent with applicable regulations, to minimize displacement actions by making reasonable efforts to utilize employees in other positions/jobs for which they are qualified, consistent with RIF procedures. Nothing in the above paragraph is intended to contravene contracting law.

**SECTION 4. RIF.** When RIF procedures are required in connection with this Article, they will be in accordance with applicable regulations and Article 23 of this Agreement.

## **ARTICLE 28 NEGOTIATED GRIEVANCE PROCEDURE**

**SECTION 1. GENERAL.** The EMPLOYER and the UNION recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance, in good faith, by employees will not cause any reflection on their



standing with the EMPLOYER or on their loyalty and desirability to the organization.

**SECTION 2. BARGAINING UNIT GRIEVANCE PROCEDURE.** This procedure will be the sole grievance procedure available to the PARTIES and the employees of the Unit for resolution of grievances within the discretion of the Senior Command Official.

a. The following actions may be filed under the statutory appeal procedure or the Negotiated Grievance Procedure, but not both.

- (1) Performance based actions under 5 USC 4303.
- (2) Adverse actions under 5 USC 7512.
- (3) Discrimination under 5 USC 2302(b)(1).

b. Employees will be deemed to have exercised their option under this section, when on or after the effective date of the appealable action, the employee timely pursues a formal written EEO complaint, or initiates a written notice of MSPB appeal under the statutory procedures, or pursues a written grievance in accordance with this Article, whichever event occurs first.

**SECTION 3. EXCLUSIONS.** Excluded from this procedure are the following:

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

b. Retirement, life insurance, or health insurance.

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

d. Any examination, certification, or appointment.

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

f. A reduction-in-force or furlough of more than thirty (30) days.

g. Non-selection for promotion from a properly ranked and certified list of candidates.

h. The adoption or granting of (or the failure to adopt or grant) a suggestion or award.

i. Notice of a proposed disciplinary or adverse action.

j. Any matter precluded by law.

k. Adverse actions taken on probationary/temporary employees.

l. The termination of a temporary promotion.

**SECTION 4. DEFINITION.** For the purpose of this Article, a grievance means any complaint by:

a. An employee concerning any matter relating to the employment of the employee.

b. The UNION concerning any matter relating to the employment of any employee.

c. Any employee, the UNION or the EMPLOYER concerning:

(1) The effect or interpretation, or a claim of breach of this Agreement.

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

**SECTION 5. PERSONAL CONCERN.** Nothing in this Agreement will preclude the employee and/or the UNION from bringing matters/issues of personal concern to the attention of the appropriate management official(s) as provided in Article 3 of this Agreement.

**SECTION 6. REPRESENTATION.** Employees of the Unit may present their own grievance without the assistance of the UNION. The UNION will have the opportunity to be present at any formal discussions, including the adjustment, concerning the grievance. The UNION has the right to refuse to process any grievance if it lacks merit or there is insufficient evidence available; however, the employee may proceed alone to seek resolution of the grievance. The only representative an employee may have under this Negotiated Grievance Procedure is a UNION representative. An employee may pursue a grievance without UNION representation, but the local UNION will be given the opportunity to be represented at grievance hearings.

**SECTION 7. EMPLOYEE GRIEVANCE PROCEDURE.** Any grievance between employee(s) and the EMPLOYER will be processed in writing, utilizing the Negotiated Grievance Form (Appendix 1) in the following manner:

a. **Step 1.** The employee and/or the UNION representative will submit the grievance on the Negotiated Grievance Form (Appendix 1) to the immediate supervisor with a copy to HRO within twenty (20) calendar days after the event giving rise to the grievance or within twenty (20) calendar days after the date the employee reasonably should have known of the event giving rise to the grievance. The grievant will provide the Statement of Grievance to include the provision of contract, law, regulation or policy violated and the desired remedy/corrective action. The supervisor will normally conduct an investigation and obtain any advice or authorization necessary to make a fair decision based upon pertinent facts. When a meeting is requested, the PARTIES will meet within ten (10) calendar days or a mutually agreeable time. Supervisors will review all information pertinent to the case and render a written decision to the union representative or the grievant, if self represented. A copy will be provided to the union if the decision has an impact to the bargaining unit, within fifteen (15) calendar days following receipt of the grievance or meeting date, if a meeting is held.

b. **Step 2.** Should the decision at Step 1 be unacceptable and it is desired to further pursue the grievance, it will be submitted, to the fullest extent possible, on the original Negotiated Grievance Form (Appendix 1) to the Assistant Chief of Staff or his designee and a copy to HRO within fifteen (15) calendar days following receipt by the union representative or grievant, if self represented of the decision at Step 1. When a meeting is requested, the PARTIES will meet within ten (10) calendar days or a mutually agreeable time. The Assistant Chief of Staff or his designee will review all information pertinent to the case and will render a written decision to the union representative or the grievant, if self represented. A copy will be provided to the union if the decision has an impact to the bargaining unit, within fifteen (15) calendar days following receipt of the grievance or meeting date, if a meeting is held.

c. **Step 3.** Should the decision at Step 2 be unacceptable and it is desired to further pursue the grievance, it will be submitted, to the fullest extent possible, on the original Negotiated Grievance Form to the Senior Command Official via the Employee/Labor Relations Supervisor/Specialist or the designated

representative within fifteen (15) calendar days following receipt of the decision at Step 2. The grievance will specify the pertinent points not resolved by the Step 2 Official, along with any appropriate documentation. If a meeting is requested at Step 3 of the grievance, the Senior Command Official or his designee will meet with the grievant and/or representative on a mutually agreed date. A decision will be rendered by the Senior Command Official or his designee to the union representative or grievant, if self represented. A copy will be provided to the union if the decision has an impact to the bargaining unit within thirty (30) calendar days following the meeting or receipt of the grievance if there is no request for a meeting. Should the decision at Step 3 be unacceptable, and it is desired to further pursue the grievance, it will be submitted, within twenty-five (25) calendar days following the date of receipt of the Step 3 decision, to impartial arbitration in accordance with Article 26 (ARBITRATION) of this Agreement.

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

**SECTION 8. UNION/EMPLOYER GRIEVANCE PROCEDURE.** A grievance initiated by the UNION or the EMPLOYER will be submitted in writing to the Senior Command Official or the President of the UNION, as appropriate within twenty (20) calendar days of the event giving rise to the grievance or within twenty (20) calendar days after the date the UNION/EMPLOYER reasonably should have known of the event giving rise to the grievance. Within twenty (20) calendar days, the Senior Command Official or his designee will meet with the President of the UNION or his designee to resolve the grievance. A decision will be rendered in writing no later than thirty (30) calendar days following the meeting. If the decision is not satisfactory, the initiating PARTY may, within fifteen (15) calendar days following the date of the decision, make formal written request that the unresolved grievance be submitted to impartial arbitration in accordance with Article 29 (ARBITRATION) of this Agreement.

**SECTION 9. WITNESSES AND/OR PERTINENT RECORDS.** At each and every step of the grievance procedure, the UNION and the EMPLOYER may call a reasonable number of witnesses who have personal knowledge directly bearing on the case in question.

Witnesses who are employees (civilian/military) of the EMPLOYER and are otherwise in a pay status will suffer no loss of pay or leave while in attendance at such proceedings. Obtaining relevant witnesses who are not employees (civilian/military) of the EMPLOYER will be the responsibility of the PARTY calling such witnesses and will be at the expense of that PARTY. The PARTIES will, upon request of the other PARTY, permit inspection of pertinent records insofar as permissible without violating laws, regulations, or Government policy, for the purpose of substantiating the contentions of claims of the PARTIES.

**SECTION 10. TIME FRAMES AND EXTENSIONS.** Time frames may be extended by mutual consent provided the extended limit is agreed to prior to expiration of the initial period. Requests for extensions will be in written form and will be submitted to the official or representative who has been designated to respond to the grievance or their designee, via the Employee/Labor Relations Specialist/Supervisor as prescribed in Section 8 of this Article. Responses to requests will be in writing. Failure of the EMPLOYER to meet the time limits prescribed in Section 8 will permit the employee or the UNION to move the grievance to the next step of the grievance procedure. Failure of the employee or the UNION to meet the time limits prescribed in Section 8 will constitute withdrawal and termination of the grievance. When a time frame expires on a Saturday, Sunday or holiday, the expiration date becomes the next business day.

**SECTION 11. GROUP GRIEVANCE.** The UNION and the EMPLOYER agree that when several employees have an identical grievance (where no individual variations are involved), the UNION will call the aggrieved employees together and one case will be selected for processing under the grievance procedure. The employees will be advised that in processing one grievance for the group, the decision on the case will be binding on all other cases. Names of all employees involved in this procedure will be made a part of the record of the case selected for processing and when a decision is made on the grievance, each employee will be individually notified.

**SECTION 12. ARBITRABILITY/GRIEVABILITY.** In the event that a dispute between the PARTIES involved issues of arbitrability or grievability, the arbitrator will decide any such issues before proceeding to the merits.

## **ARTICLE 29 ARBITRATION**

**SECTION 1. RIGHTS TO ARBITRATION.** If the PARTIES fail to satisfactorily resolve a grievance processed under Article 29, NEGOTIATED GRIEVANCE PROCEDURE, such grievance upon written request by either PARTY within twenty-five (25) calendar days following issuance of the decision will be submitted to binding arbitration. Failure to meet the time limit prescribed above will constitute termination of the grievance and forfeiture of the right of either PARTY to arbitration.

**SECTION 2. GRIEVANCE MEDIATION.** Once arbitration has been invoked, "Grievance Mediation" will be initiated. If grievance mediation is required, the Human Resources Office will contact the Federal Mediation and Conciliation Service (FMCS) within seven calendar days. If the parties voluntarily reach agreement/settlement through grievance mediation, they will be bound by the agreement/settlement as if it were a grievance/arbitration decision. If no agreement/settlement is reached, the moving party may proceed to arbitration in accordance with section 3 below.

**SECTION 3. SELECTING THE ARBITRATOR.** Within fifteen (15) calendar days from the date grievance mediation has concluded and the issue remains unresolved, the moving PARTY will obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Within fifteen (15) calendar days following receipt of said list, the PARTIES will meet to select an arbitrator. The EMPLOYER and the UNION will each strike one name from the list and will repeat this procedure until only one name remains. The decision on who will strike the first name will be decided by the toss of a coin. As an alternative to the above procedure, the PARTIES may mutually agree on an arbitrator at any time.

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

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

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

**SECTION 7. DECISIONS.** The arbitrator will be requested by the PARTIES to render a decision as quickly as possible but no later than thirty (30) calendar days after the conclusion of the hearing unless the PARTIES agree otherwise. The arbitrator may be requested to render a bench decision if the PARTIES so agree.

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

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

**SECTION 10. FEES AND EXPENSES.** The fee and expenses of the arbitrator will be borne by the loser. When the arbitrator's decision is not a clear loss for either side, the arbitrator will submit equal requests for payment to both PARTIES. The arbitrator's fee, per diem and travel allowance will be set in accordance with applicable regulations. The hearing may be tape recorded by either PARTY. However, the PARTY tape recording the proceedings agrees to furnish a copy to the other PARTY. It is further agreed that such recording will not be used as evidence in further litigation of the grievance or subsequent hearings, or in judicial proceedings. Each PARTY is responsible for ordering their own transcripts. The PARTIES and the arbitrator

will agree in writing, in advance, on the cost items, rates pertaining thereto and other appropriate matters.

**SECTION 11. STIPULATION OF FACT.** A stipulation of facts to the arbitrator can be used when both PARTIES agree to the facts at issue and a hearing would serve no purpose. In this case, all facts, data, documentation, etc., are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.

## **ARTICLE 30 SAFETY AND HEALTH**

**SECTION 1. GENERAL.** The EMPLOYER will continue to make every effort to provide and maintain safe and healthful working conditions and industrial health protection for the employees. The UNION will encourage all employees to work in a safe manner. The EMPLOYEE is responsible for performing their duties in a safe manner and cooperating in a continuing manner to eliminate accidents and health hazards.

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

**SECTION 3. UNION REPRESENTATION.** The EMPLOYER and the UNION will cooperate in a continuing effort to eliminate accidents and health hazards. In furthering this objective, the UNION will have one representative on any safety advisory committee which addresses matters that impact conditions of employment for bargaining unit employees and are authorized by law and regulations.

**SECTION 4. UNSAFE CONDITIONS.** Employees will be provided with the proper equipment and appropriate training when performing duties involving physical hazards. If the employee believes that the assigned duties endanger health or well-being, the employee will immediately notify the supervisor. The supervisor will promptly investigate and ascertain the validity of the hazard. If appropriate and possible, the supervisor will take corrective action. In those cases in which the employee reasonably believes there is imminent risk of death or serious



bodily harm, coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures, the employee may refuse to carry out the supervisor's instructions. The employee acknowledges that if subsequent investigation reveals that there was no basis for refusing to perform the duties, disciplinary action may be taken. Employee complaints relating to unsafe conditions may be grieved under the provisions of this Agreement.

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

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

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

a. In case of an on-the-job injury or illness, the injured employee's supervisor will, as soon as possible, explain to the employee rights and options under the Federal Employees' Compensation Act, supply the employee with the appropriate Office of Workers' Compensation Program (OWCP) forms (currently CA-1 and CA-2), and assist the employee in properly completing the forms. Upon request, the injured employees will be supplied with a copy of the completed claim forms. Employees will be informed of their right to choose any physician or medical facility for initial treatment.

b. The EMPLOYER will process and promptly forward to OWCP all necessary employee and EMPLOYER documentation required when an employee sustains an on-the-job injury or contracts an occupational disease and elects to file a claim.

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

Unit employees are responsible for informing their treating physician that Light/Limited Duty is available.

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

**SECTION 8. PROTECTIVE DEVICES.** Protective devices required by the EMPLOYER will be furnished by the EMPLOYER and used by the employee as prescribed by existing regulations. The EMPLOYER will consider effectiveness and economical factors in the selection of the protective device.

**SECTION 9. VIDEO DISPLAY TERMINALS (VDTs).**

a. The EMPLOYER is responsible to provide and maintain safe workstations. VDT operators are strongly encouraged to advise their supervisors what they like and dislike about their VDT equipment and workstations, what problems they are experiencing, and to suggest improvements.

b. Guidelines for a safe and healthy work environment for the VDT operator:

(1) A fifteen (15)-minute alternate task break every hour away from the screen for continuous use VDT operators.

(2) Furniture should ensure: Proper body posture, feet flat on floor (or foot rest), elbows close to sides with upper and lower arms at approximately right angles, head up with eye level just above top of screen, knees level with hips and lower back supported.

(3) Screens should be adjusted for angle, height, contrast, brightness and glare.

(4) Printers should be away from VDT operators or contained in cabinets or cases.

**SECTION 10. FITNESS FOR DUTY EXAMS.** The EMPLOYER may request a fitness-for-duty examination to determine eligibility for disability retirement or the physical/mental ability to perform the duties of an assigned position. This examination, if ordered by the EMPLOYER, will be conducted at no cost to the employee.

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

**SECTION 12. SMOKING POLICY.** This Agreement is made in compliance with Executive Order 13058 and any other Agency-wide policies. This Agreement is not meant to affect smoking rules and regulations as they apply to safety considerations such as proximity to flammable or explosive materials.

It is agreed that all smoke, including secondhand smoke, is dangerous to health and that the exposure to smoke must be limited as much as practicable. This is especially true in regard to involuntary exposure to smoke.

It is agreed that the concepts of the SECNAV policy statement will govern smoking by unit members in buildings at Marine Corps Base, Camp Pendleton. This Agreement supersedes any previous agreements or past practices on smoking.

The purpose of the E.O. 13058 and this Agreement is to protect personnel from involuntary exposure to environmental tobacco smoke in all federal workplaces. Smoking will be prohibited in all vehicles and work buildings. It is agreed that managers will be thoughtful of the rights of smokers in implementing and maintaining smoking policy. The implementation procedures will include:

- \* A notice to employees of any change in policy. Normally, this will be done two weeks before the change.

- \* Promulgation of information concerning areas where smokers may smoke. These areas should include areas that are sheltered from the elements as much as practicable.

- \* Supervisors will control the use of smokeless tobacco, taking into consideration sanitation, safety issues, appearance to the customer, and other work-related issues. It is agreed that while the use of such tobacco is a personal choice, its use on the job will not adversely affect the completion of work or the health of others.

## **ARTICLE 31 EMPLOYEE ASSISTANCE**

The EMPLOYER will provide a Civilian Employee Assistance Program as a means of providing assistance to an employee in resolving a personal problem which is generating unacceptable performance or conduct on the job. The assistance will be offered in an interview with a referral counselor. The choice of treatment will be at the employee's option. Whether the assistance is accepted or not, the employee is responsible for correcting the unacceptable job performance or misconduct. If the unacceptable performance or conduct continues because the employee is unable to adequately respond to treatment or other management assistance that has been offered, necessary corrective action will be taken. A UNION representative may attend the interview between the employee and the referral counselor at the written request of the employee.

## **ARTICLE 32 DRUG FREE WORKPLACE**

**SECTION 1. DRUG FREE WORKPLACE.** The PARTIES agree that illegal drug use is a threat to our society and specifically to employees at Marine Corps Base, Camp Pendleton. Recognizing this, the PARTIES will work together to ensure implementation/operation of a professional and correct Department of Navy Drug Free Workplace Program (DFWP) at Marine Corps Base, Camp Pendleton that follows the governing laws, Executive Orders, and regulations (currently DoN CHRM 792.3).

**SECTION 2. BRIEFINGS.** The EMPLOYER will provide briefings on the DFWP for all Unit employees occupying Testing Designated Positions (TDP) upon entry into the program. The UNION will be notified of these briefings and will be afforded an opportunity to attend and address employees for approximately ten (10) minutes. New employees will be briefed through a presentation at the New Employee Orientation or a scheduled briefing.

**SECTION 3. RIGHT TO INFORMATION.** Readily available information, releasable to UNION officials, concerning laboratory certification or validation will be provided to the UNION upon request.

**SECTION 4. SELECTION.** A computer generated program will be utilized to select Unit employees occupying TDPs for random drug testing.

**SECTION 5. RIGHT TO REPRESENTATION.** Upon request, an employee with a positive test is entitled to UNION representation at any meeting between the employee and the EMPLOYER (including medical

personnel) concerning the test result. The employee will be notified of the right to UNION representation before the meeting.

## **ARTICLE 33 EQUAL EMPLOYMENT OPPORTUNITY**

**SECTION 1. GENERAL.** It is the positive and continuing policy of the UNION and the EMPLOYER that all qualified persons are assured equal opportunities in employment matters. Discrimination on the basis of race, color, religion, age (40 and above), sex, national origin, physical and/or mental disability and reprisal for prior EEO complaint involvement are prohibited. The EMPLOYER will continue to solicit and welcome constructive contributions from the UNION toward the Activity's goal of a totally integrated workforce.

**SECTION 2. AFFIRMATIVE ACTION PLAN.** In keeping with the policy of assuring Equal Employment Opportunities, the EMPLOYER will publish and disseminate an Equal Employment Affirmative Action Plan to achieve full integration of the workforce. The UNION is invited to provide input into the Activity's Affirmative Action Plan.

**SECTION 3. JOINT RESOLUTIONS.** The EMPLOYER and the UNION will jointly seek resolutions to equal employment opportunity matters through personnel management procedures and programs provided in this Agreement and in EMPLOYER'S regulations.

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

**SECTION 5. MISFILED COMPLAINT.** The election to pursue the complaint under the Negotiated Grievance Procedure must be exercised within ten (10) workdays for a misfiled EEO complaint.

## **ARTICLE 34 VOLUNTARY ALLOTMENT OF UNION DUES**

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

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

a. The employee is a member in good standing of the UNION or has signed up for membership in the UNION subject to the payment of the first month's dues through voluntary allotment as provided herein.

b. The employee's earnings are regularly sufficient to cover the amount of allotment.

c. The employee has voluntarily authorized such a deduction on any form in writing supplied by the UNION.

d. The UNION, through its authorized official, has completed and signed Section A of such form.

e. Such completed form has been turned in to the EMPLOYER by the UNION.

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

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

**SECTION 5. CHANGES.** The amount of the UNION dues to be deducted each biweekly pay period will remain as originally certified on such allotment forms until a change in the amount of such dues is certified by the authorized UNION official and such certification is transmitted to the EMPLOYER by the UNION. Such changes will begin with the first pay period after receipt of the notice of change by the EMPLOYER, or a later date if requested by the UNION. Employees are responsible for ensuring that their dues withholding status is correct on their Leave and Earnings Statement for each pay period. Employees will promptly notify the Union or Base Payroll office of any errors. Failure or delay by an employee to initiate and pursue

such errors may void any claim for overpayment and may release the EMPLOYER and UNION from obligations to reimburse the employee for errors in dues withholding.

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

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

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

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

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

- a. An electronic deposit in an amount equal to the total monetary allotment deductions made.
- b. List in duplicate. Each list will list the name, shop, payroll number of each employee on voluntary allotment, and the amount of the allotment deduction made for each employee member. Each such list will include the total monetary amount of such allotment deductions for the employee members of the UNION together with the total number of such allotment deductions.

## **ARTICLE 35 DURATION AND DISTRIBUTION OF AGREEMENT**

**SECTION 1. DURATION.** The effective date of this Agreement will be the date of approval by the Secretary of Navy or on the 31st day after execution of this Agreement, if the Secretary of Navy has neither approved nor disapproved the Agreement. It will terminate three (3) years after the effective date. It will remain in effect for yearly periods thereafter, automatically renewing itself on the day after the anniversary of the termination date, unless either PARTY serves the other with written notice, not more than one hundred and five (105) calendar days nor less than sixty (60) calendar days prior to the expiration date, of its desire to terminate or modify this Agreement. Automatic renewal of the Agreement is subject to the approval of the Secretary of the Navy.

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

**SECTION 3. PRINTING AND DISTRIBUTION.** The EMPLOYER will print or create electronic compact disk (CD) versions of this Agreement, provide copies of this Agreement to all present and future Unit employees, and provide thirty (30) hardcopies and twenty (20) additional CD version copies to the UNION. The effective date of the Agreement will be printed on the cover.



## **DEFINITIONS**

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

AGENCY. Refers to the Secretary of Defense via Civilian Personnel Management Services (CPMS).

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

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

EEO - EQUAL EMPLOYMENT OPPORTUNITY Federal policy to provide equal employment opportunity for all; to prohibit discrimination on the grounds of age, race, color, religion, sex, national origin, or physical or mental handicap; and to promote the full realization of employees' potential through a continuing Affirmative Action Program in each executive department and agency.

EMERGENCY LEAVE. Nothing more than annual leave requested under a condition which prevented the employee from giving the required one (1) working day notice (not including days off), and which is so compelling that the employee cannot postpone attending to it.

EMPLOYEE(S). Applies to employees of the bargaining Unit at Marine Corps Base as certified by the FLRA and represented by the UNION.

EMPLOYER(S). Marine Corps Base.

ENVIRONMENTAL PAY. Additional pay authorized for duty involving unusually severe hazards of working conditions.

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

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

HIGHEST PREVIOUS RATE (HPR) - The highest rate of basic pay previously received by an individual while employed in a civilian position in any part of the Federal Government (including service with the government of the District of Columbia for employees first employed by that government before October 1, 1987), without regard to whether that position was under the GS pay system; or the highest rate of basic pay in effect when a GS employee held his or her highest GS grade and highest step within that grade.

MANAGEMENT OFFICIAL. An individual employed by an Activity in a position where the duties and responsibilities require or authorize the individual to formulate, determine, or influence the policies of the Activity.

MSPB - MERIT SYSTEM PROTECTION BOARD. The board that hears appeals concerning prohibited personnel practices and other statutory appeals.

OPM - OFFICE OF PERSONNEL MANAGEMENT. The agency which advises Federal Management on personnel matters; has jurisdiction over retirement, life insurance, and classification, and similar personnel management functions.

OWCP - OFFICE OF WORKERS COMPENSATION PROGRAM. That section of the Department of Labor which handles workers' compensation claims for Federal employees.

PARTIES. The EMPLOYER and the UNION.

RIF - REDUCTION-IN-FORCE. A personnel action that may be required due to lack of work or funds, changes resulting from reorganization, downward reclassification of a position, or the need to make room for an employee with re-employment or restoration rights. Involves separating an employee from their present position, but does not necessarily result in separation or downgrading.

SENIOR COMMAND OFFICIAL. For the purpose of this Agreement, Senior Command Official refers to: Commanding Officer, Marine Corps Base, Camp Pendleton.

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

SUPERVISOR. An individual employed by an Activity having authority, in the interest of the Activity, to hire, direct, assign, promote, reward, transfer, furlough, lay off, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action.

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

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

UNION. NFFE Local 919.

UNION OFFICER. Specific UNION representatives who are duly elected or appointed to conduct the Administrative operations of the Local.

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

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

## APPENDICIES

Appendix A Grievance Form

Appendix B Official Time Request Worksheet



**STEP 2-The decision at Step 1 was unsatisfactory and I am hereby submitting my grievance for review by the Assistant Chief of Staff (or Designated Representative)**

Step 2 Meeting Requested ___ YES ___ NO	Signature of Union Representative or Employee if self represented) _____	Date of Submission to Step 2 _____
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Decision by Assistant Chief of Staff or Designated Representative

Name of Step 2 Official _____	Signature of Step 2 Official _____	Date of Step 2 Decision _____
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I acknowledge receipt of the Step 2 Decision:  
Signature of Union Representative or Employee (If self represented) \_\_\_\_\_ Date \_\_\_\_\_

**Step 3 – The decision at Step 2 was unsatisfactory and I am hereby submitting my grievance for review by the Senior Command Official or his Designee.**

Step 3 Meeting Requested ___ YES ___ NO	Signature of Union Representative or Employee if self represented) _____	Date of Submission to Step 3 _____
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The following pertinent points were not resolved by the Assistant Chief of Staff or the designated representative and remain in dispute.

Decision By Senior Command Official

Name of Senior Command Official _____	Signature of Senior Command Official _____	Date of Step 3 Decision _____
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I acknowledge receipt of the Step 3 Decision:  
Signature of Union Representative or Employee (If self represented) \_\_\_\_\_ Date \_\_\_\_\_

**The decision of the Senior Command Official is unsatisfactory. In accordance with the provision of Article 29 of the Negotiated Agreement, this grievance is hereby submitted to Arbitration.**

Name of NFFE, Local 919 Official _____	Signature of NFFE, Local 919 Official _____	Date Submitted _____
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Received by (Name and Title of Official) _____	Signature _____	Date Submitted _____
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# Union "Official Time" Sheet

**Representative Name:** \_\_\_\_\_  
**Pay Period Ending:** \_\_\_\_\_  
**Directorate/Department:** \_\_\_\_\_

**Representational Duties** **Week 1**

	Sun	Mon	Tue	Wed	Thur	Fri	Sat
Formal/Informal Complaints							
Formal discussions							
Weingarten Rights							
Negotiations							
Other Union activities							
<b>Total Time</b>							

**Representational Duties** **Week 2**

	Sun	Mon	Tue	Wed	Thur	Fri	Sat
Formal/Informal Complaints							
Formal discussions							
Weingarten Rights							
Negotiations							
Other Union activities							
<b>Total Time</b>							

**Supervisor Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Copy to HRO:** \_\_\_\_\_