

*NEGOTIATED
AGREEMENT*

BETWEEN

FLEET READINESS CENTER EAST
CHERRY POINT, NORTH CAROLINA

AND

NATIONAL ASSOCIATION OF
AERONAUTICAL EXAMINERS LOCAL
LODGE #2

09 JANUARY 2014

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PREAMBLE

This Agreement is made by and between the Fleet Readiness Center East (FRC East), formerly known as Naval Aviation Depot, Cherry Point, North Carolina, hereinafter referred to as the "Employer," or "Agency" and the National Association of Aeronautical Examiners, Local #2, hereinafter referred to as the "Association," and collectively hereinafter referred to as the "Parties."

WITNESSETH

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

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and well-being of employees within the meaning of Title VII of the Civil Service reform Act of 1978: to establish a basic understanding relative to personnel policies, practices and procedures and matters affecting other conditions of employment, and provide means for amiable discussion and adjustment of matters of mutual interest at the FRC East, Cherry Point NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

RECOGNITION AND UNIT DETERMINATION

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

Section 2: The Unit to which this Agreement is applicable is composed of all employees classified as Aircraft Examiners in the FRC East, Marine Corps Air Station, and Cherry Point, North Carolina, except those covered by other exclusive units and supervisory personnel.

ARTICLE 2
THE AGREEMENT AND IT RELATION TO LAW AND REGULATIONS

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

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

ARTICLE 3

CHANGES IN PERSONNEL POLICIES AND PRACTICES

Section 1: It is agreed and understood that the Employer and the Association has the right and obligation to meet and confer with respect to all personnel policies and practices and matters affecting working conditions within the unit of bargaining unit employees to the full extent of the Employer's discretion. This Agreement shall remain in full force during the time period specified within this Agreement subject to the requirements set forth in Article 2, "The Agreement and its Relationship to Laws and Regulations." Provisions for opening the Agreement for negotiations other than the above and as specified in Section 2 below are provided for in Article 34, Section 2, "Duration and Changes."

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

a. It is recognized that mandatory changes may be required in established personnel policies and practices, or new policies and practices may be mandatorily required to be introduced, as the result of appropriate law, rule, or regulation binding on the Employer. When such mandates occur, the Employer will notify the Association of the requirement prior to implementation, and will meet and confer with the Association as defined in Section 3 below before implementing such matters, to the extent of the Employer's discretion and obligation under Title VII.P.L.95 454.

b. It is also recognized that changes may be needed or new policies or practices be desirable as a result of circumstances unforeseen at the time of formal negotiations or a renewal of the Agreement. When such changes or new issues which are discretionary with the Employer are to be made, the Employer agrees to meet and confer with the Association to the full extent of its obligation under Title VII, P.L. 95-454, and Section 3 below before implementing them.

Section 3: The term "meet and confer" means to negotiate in good faith with respect to changes in established personnel policies and practices and matters affecting working conditions, or with respect to the introduction of new policies or practices, which may occur during the life of the Agreement, prior to implementation of such policies or practices.

Section 4: The parties agree to meet and confer to the extent as is provided by 5 USC Chapter Itis recognized that the Employer has the obligation to notify the Association of any proposed changes prior to implementation of such changes. Notification shall be in writing.

ARTICLE 4

RIGHTS OF THE EMPLOYER

Section 1: Management officials of the Employer retain the right:

- a. to determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and
- b. in accordance with applicable laws
 - (1) to hire, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - (2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
 - (3) with respect to filling positions, to make selections for appointment from among properly ranked and certified candidates for promotion; or any other appropriate source;
 - (4) to take whatever actions may be necessary to carry out the Agency mission during emergencies.
- c. The provisions of this section shall apply to all supplemental, implementing, subsidiary or informal agreements between the parties.
- d. Wherever language in this Agreement refers to the duties of specific employees, it's only intended to provide a guide as to how a situation may be handled. The Employer retains the right to determine who will perform the work. The Employer, when exercising this right, will give due consideration to Article 16 and Article 18.

Section 2: The right to make reasonable rules and regulations shall be considered acknowledged functions of the Employer. In making rules and regulations relating to personnel policy, procedures, and practices, and matters of working conditions, the Employer shall give due regard and consideration to the obligations imposed by this Agreement the provisions of this section shall apply to all supplemental, implementing, subsidiary or informal agreements between the parties. Nothing herein shall be construed as a waiver by the Employer of its right to elect not to bargain over 5 U.S.C. 7106(b)(1) matters.

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

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

Section 4: It is agreed when an unforeseen event occurs that requires immediate action inconsistent with the terms of this Agreement, the following procedure will be followed:

- a. If possible, the Employer will notify the President of the Association prior to taking the

action or as soon thereafter as possible.

- b. The Parties agree to meet and confer as soon as possible to the full extent of Title VII, P.L.95-454. Unforeseen event is understood to mean circumstances that call for immediate action to protect health, life or property, or actions necessary to accomplish a bona fide priority work order.

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

ARTICLE 5

RIGHTS OF EMPLOYEES

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

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

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

ARTICLE 6

RIGHTS OF ASSOCIATION

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

Section 2: When requested by the Association or determined to be necessary by the Employer, the Employer will keep records of meetings between management officials and the Association at the division level and above, indicating dates, those in attendance, subjects discussed, and decisions reached. Where records of meetings are determined necessary by either party, the Employer will prepare a summary record of such meetings, make a preliminary draft available to the Association for review prior to final preparation, and will furnish a copy of the final record to the Association.

Section 3: The Association has the right and may discuss with appropriate management officials of the Employer any matter concerning the interpretation or application of this Agreement or any agency rule or regulation applicable to employees of the Unit.

Section 4: Upon request of the Association, the Employer shall authorize meetings of the President or designated representative who are required. Requests for such meetings shall be submitted to the Executive Officer in advance and will include those in attendance, the purpose of the meeting, and anticipated duration. Meetings authorized by this section shall be limited to establishing positions of the Association prior to meeting and conferring with the Employer, correcting interpretations of the Agreement, and considering management proposals.

ARTICLE 7

ASSOCIATION REPRESENTATION

Section 1: The Employer agrees to recognize the officers and Association representatives duly authorized by the Association, and shall be kept advised in writing by the Association of the names of its officials as defined above, together with their designated responsibilities, including the group of employees each is authorized to represent. Each Branch on the day shift will be authorized one (1) representative. The Association President and Vice President will serve as the designee within their assigned Branch. The Association may designate a night shift representative, as agreed to by the parties. The intent of the Branch Association representative is to resolve problems within their Branch at the lowest level. Problems that require meetings above the Branch level will be by the Association President and/or Vice President.

Section 2: Reasonable time off during regular working hours will be authorized, without loss of payer benefits, to permit the recognized shop Association representatives, and officers to carry out their responsibilities to the employees in the unit. The Association agrees that it will guard against the use of excessive time and will encourage all employees in the unit to engage only in such activities as are authorized by the Agreement or appropriate regulations. All time allowed for the above mentioned purposes will be charged against a job order number made available for this purpose by the Employer. During normal periodic review of budget, the Employer may notify and meet with the Association to discuss any concerns regarding charges against the job order number used for Association related purposes.

Section 3: When an Association representative desires to leave his/her work area to transact appropriate Association business during working hours, he/she shall notify his/her immediate supervisor. Such notification shall include the nature of the Association business to be transacted. The immediate supervisor will authorize the Association representative to leave the work area promptly in these instances unless compelling circumstances dictate otherwise. If authority is denied, the supervisor will inform the Association representative of the specific reason for the denial and when the Association representative can reasonably expect to leave his/her work area or contact an employee in another area. Upon entering a work area other than his/her own to conduct appropriate Association business, the Association representative shall contact the immediate supervisor in charge of the work area and advise him/her of his/her presence, the nature of his/her business, and the employee in the work area to be contacted. The immediate supervisor in charge of the work area will make the employee available promptly in the absence of compelling circumstances. In such instances where compelling circumstances prohibit making the employee available promptly, the supervisor will notify the Association representative when he can reasonably expect to contact the employee. All time allowed for the above mentioned purposes will be charged against a job order number made available for this purpose by the Employer. The Association representative shall notify his supervisor upon his return to his work area.

Section 4: The Association representative(s) will be the last employee(s) within his/her job rating and level to be transferred outside the Band the first returned, subject to mission needs. Changes affecting such Association representatives will be discussed with the Association in advance in a continuing effort to avoid misunderstandings as to the reasons for the Employer's action. The intent of this section to avoid, to the maximum extent possible the transfer of such Association representatives from one (1) area of their responsibilities to another.

Section 5: Commensurate with the provisions of the Agreement, recognized Association representatives shall be free to exercise their responsibility to advance the best interest of, and represent the employees covered by this Agreement, and shall be allowed to engage in authorized activities on behalf of the

Association. It is further agreed that no Association representative shall be denied any right or privilege to which entitled because of his /her serving as an Association representative.

Section 6: The Employer agrees that the National President, Vice President and/or National representatives of the Association who are not employees of the FRC East, may be admitted to the FRC East upon approval of a request to the Employer, via the Security Officer, for the purpose of meeting with officials of the Employer during working hours. Such visits shall be governed by security regulations and the Employer reserves the right to require that such visitors be escorted by a representative of the Employer during their stay in the FRC East.

Section 7: All new employees, upon assignment to any shop within the Unit, will be introduced to the Association President or designee.

Section 8: The Employer agrees to make available to the Association a suitable office and access to a telephone, to be used only for local non-toll calls. These facilities will be used by the President only to conduct the business specifically authorized by this Agreement and applicable regulations, and to conduct or transact internal business of the Association.

Section 9: Upon written request, the Employer agrees to grant the Association up to forty-eight (48) hours official time, per twelve-month period, for up to two (2) Association representatives to attend NAAE Joint Training, Association, or FLRA sponsored Labor Management Training. Requests for more than one (1) representative to attend any training session will be approved/disapproved based upon workload requirements.

ARTICLE 8

BASIC WORKWEEK, HOURS OF WORK, AND SHIFT WORK

Section 1: Except as hereinafter provided, the basic workweek will consist of five (5) days, Monday through Friday, on each of which the employee is scheduled to work an eight (8) hour shift.

Section 2: Basic workweeks of other than Monday through Friday may be established for employees when necessary to carry out the mission of the FRC East.

Section 3: Changes in an employee's basic workweek and work shift will be made in accordance with applicable controlling rules and regulations.

Section 4: The Employer will notify the Association of changes to workdays of Unit employees constituting the basic workweek and, if desired by the Association, meet and confer on those proposed changes.

Section 5: It is further agreed that in selecting employees for basic workweeks of other than Monday through Friday, volunteers shall be utilized first. In the event there are no volunteers, the Employer agrees to assign employees to other than a Monday through Friday workweek on the basis of the least amount of seniority within the shop and in the classification affected by the change.

Section 6: The normal shift hours of employees in the Unit shall be as follows:

First Shift - 0630-1500 - 30-minute lunch period (for those supporting 930/960)

First Shift - 0700-1530 - 30-minute lunch period (for those supporting 940/950)

*Second Shift -1500-2315 -15-minute lunch period

*Second Shift -1530-2345 -15-minute lunch period

Note: Or as assigned by management to meet workload or shift requirements.

*When a shift includes two (2) parts of two (2) calendar days, the shift will be known by the calendar day on which it starts.

Section 7: Assignment to a night shift will be made by functional area and job rating, in accordance with the following procedure: The Employer will establish a roster for each shop or functional area as appropriate. This roster will be established based on seniority. (Seniority in this case will be determined by the date on which the employee was assigned to his/her functional area.) Personnel newly assigned to the functional area will be placed at the bottom of the roster. The supervisor of the concerned functional area will make every reasonable effort to notify employees two (2) weeks prior to shift change, except where the mission could be seriously handicapped or costs substantially increased. The shift change roster does not zero out at the beginning of a new fiscal or calendar year, but will run consecutively. Except as otherwise provided in this Agreement, night shift work will be distributed in accordance with the following procedure:

The supervisor will select as many employees as needed in the order they appear on the roster starting with the first employee following the last volunteer or assignment for nights. All volunteers for night shift will be utilized first. The last person asked to volunteer will be the employee who is currently working the night shift. A day shift employee has the right to bump off a night shift (2nd or 3rd) employee in his/her functional area. A night shift employee has the right to bump off a day shift employee in his/her functional area. (This roster will be established and will be determined by the senior service

computation date (SCD), upon the next shift change following the effective date of this Agreement). In the event there is more than one (1) employee of the same trade, the employee that has been on the night shift the longest will be the first removed. In the event there are not enough volunteers, the supervisor will refer to the functional area roster to make a mandatory assignment A volunteer for a night shift (2nd or 3rd) does not relieve an employee who holds the "M" for a mandatory assignment to another shift other than the one (1) he/she volunteered for. The order in which an employee will be asked is 1st shift, 2nd shift, and then 3rd shift. Second shift requirement will be satisfied before considering 3rd shift requirement. It is to be understood by all that a voluntary tour of night shift does not exempt an employee when his/her name appears for assignment from the functional area roster. Employees will not be assigned night shifts who are expected to be in a non-work status for a majority {fifty- one percent or more) portion of the assignment period. Employees on extended leave or absences will be bypassed on the alphabetical roster. Upon their return to work status, employees bypassed on the alphabetical roster will be assigned to the first night shift change that occurs after their return. Exception to this section shall be made only when the character of the work dictates the rotational assignment of specific employees having special skills or training in support of the mission, or for disciplinary reasons. The above exceptions will be discussed with the Association Officer in advance. Employees assigned (on the third shift) outside the established rotational system, as provided herein, for periods of three (3) weeks or more, shall be credited with having performed a normal tour of night shift.

Section 8: If training is required, it will be completed in an amount of time agreeable to management and the employee. In order to meet multi-skill training and re-qualification requirements, the Employer will make every effort to accommodate the employee's desire to change shifts. It is understood and agreed, that on-the-job (OJT) training is provided by the Senior Aircraft Examiner who is qualified in the same trade skill. Aircraft Examiners who are in multi-skill training are expected to work towards their full promotion potential in a reasonable time period as agreed upon by the employee and their immediate Supervisor. For that reason, assignment of the employee in a training status to other shifts may be required in order to meet and fulfill training requirements.

Section 9: The Employer agrees to maintain accurate records of night shift tours worked or declined in the functional area showing loans, details and transfers, and will make such records available to the appropriate Association representative on request.

Section 10: All employees working on second or third shift assignments shall receive the applicable shift differential determined in accordance with law, rules, and regulations.

Section 11: In staffing of night shift, it is agreed that employees assigned to work night shift who did not volunteer shall first be restored to their normal shift in inverse order (first one on is first one off). Volunteers will next be released from night shift work in inverse order (first one on is first one off).

Section 12: When administrative excusal is authorized because of extreme weather conditions, breakdown of equipment, other emergency, or act-of-God situations, all employees who report for work and whose services are not specifically required, will be excused without charge to leave for the remainder of their work shift, except where prohibited by policy or applicable regulations.

Section 13: No employee in the bargaining Unit shall be assigned to perform work either before or after his/her scheduled working hours without compensation at the existing overtime rate.

Section 14: If an employee is less than one (1) hour late at the beginning of the work shift, his/her immediate supervisor may excuse his/her tardiness. Employees-reporting to work late must notify their supervisor of their tardiness and the reason for tardiness.

Section 15: Each employee in the Unit shall be allowed to partake of small refreshments: e.g., soft drinks, coffee, snacks, provided such activities do not interrupt the employees work schedule nor require a "set aside" of duty time for this purpose, as established by the Agency. If at any time an employee assigned to night shift knows or learns of extended absences or leave which will require them to be away from the basic shift period for fifty-one percent, he/she shall notify Management immediately. Management retains the right to review mission requirements and may return the employee to first shift.

Section 16: It is mutually agreed that normal night shift assignment for employees in the Unit will be four (4) weeks. However, if during the majority of their normal shift assignment the employee is required or requires a return to first shift for more than one workweek, they will be electronically transferred back to first shift, relinquishing second shift differential, at the beginning of the second workweek at the discretion of the Employer.

ARTICLE 9

OVERTIME, SATURDAY, SUNDAY, AND HOLIDAY WORK

Section 1: In the assignment of overtime work, the Employer agrees to provide the employee with as much advance notice as practical under the circumstances, and further agrees to give due consideration to the employee's personal circumstances subject to the paramount requirements of fulfilling the mission of the FRC East

Section 2: When employees are scheduled to report for overtime work on Saturday or Sunday and the Employer determines during the first four (4) hours of the shift that the employee cannot be utilized for the entire eight (8) hour shift, consideration will be given to providing the affected employee with a minimum of four (4) hours work, or the amount of time actually worked. However, overtime may be suspended without additional compensation if any of the following occur while on overtime;(1) act of God, (2) power outage, (3) breakdown of equipment needed to complete production or, (4) when there is no production work within their respective shop and trade for which they were brought in.

Section 3: The Employer shall notify the affected employees and the cognizant Association representative of the requirements by functional area, shift, and classification for all overtime work promptly after establishing firm overtime requirements. Except for emergencies or unforeseen circumstances, or an employee being absent on leave, such notification will be made, if possible, prior to the end of the previous shift worked preceding the shift on which the overtime is scheduled. It is recognized by the Parties hereto that due to the nature of the Employer's work commitments, advance notification of overtime assignments is not always possible. The Employer will, upon request, relieve an employee from an overtime assignment in instances where another qualified employee is available for the assignment and is willing to work. An overtime declined shall be charged as overtime worked, provided the overtime offer is made while the employee is in a work status. An employee properly scheduled and informed in advance for overtime work on a non-scheduled workday and who fails to report for any reason will be credited with the number of overtime hours for which he/she was scheduled or would have worked for purposes of determining the equity of overtime distribution.

Section 4: Employees will receive overtime compensation in accordance with law and regulations.

Section 5: The Employer agrees to maintain accurate records of overtime worked or declined at the shop level and to make such records available to Association officers upon request. This overtime record shall begin as of the effective date of this Agreement and all overtime records will be zeroed out every October 1. Changes to this record will be initialed by the Employer and Association representative.

Section 6: In assigning an employee(s) to work overtime, the Employer will give first consideration to those employees who are currently assigned to the job or who routinely perform the work during the regular 40-hour work week prior to requesting qualified employee(s) from outside the regularly assigned functional area to perform overtime assignments. If sufficient coverage is not found within the functional area, the Employer will then ask other qualified employees within the multi-skill family who are certified within their Individual Qualification Record (IQR) to perform the necessary function(s) unless their own functional area will also be required to work overtime due to workload or mission requirements. A declination from outside the functional area, where the overtime work is required, will not result in a change to the total overtime hours worked for the individual asked. However, if the employee agrees to work the overtime hours in another functional area, total overtime hours worked will be added to their accumulated overtime total.

Section 7: When assigning overtime work which involves extension of an employee's shift, and notification of such assignments is not given prior to the end of the previous shift, the Employer will give every consideration to the employee's convenience, including upon request, making every reasonable effort to arrange transportation that will enable him/her to get home.

Section 8: Except as hereinafter provided, employees reassigned, transferred from another functional area, newly hired, or rerated will be entered on the overtime roster, when eligible, with a credit of the average amount of hours charged to employees in the shop or functional area and rating concerned

Section 9: No employee shall be denied the opportunity to work overtime because he or she appropriately exercised his/her right to utilize annual or sick leave in accordance with the conditions outlined in the Agreement. However, first consideration for overtime will be given to those in a work status at the time overtime is being assigned. Employees returning to work on the Friday after Thursday's overtime assignment may be asked to work overtime, if workload dictates; however, the Employer is not required to ask any individual who was not present for initial overtime assignment.

Section 10: When an employee is on leave in excess of thirty (30) calendar days, or on loan or detail, or temporary promotion to a position outside of the Unit, in excess of two (2) weeks, the employee shall be charged the average amount of overtime hours worked by employees within his/her rating and functional area in the shop to which assigned.

Section 11: Employees assigned to field service teams for periods in excess of thirty (30) calendar days shall, upon return, be charged the average number of overtime hours worked by employees within his/her rating and functional area to which assigned.

NOTE: With regards to Sections 7 through 11, overtime hours charged to this overtime roster does not constitute payment of overtime.

ARTICLE 10

ANNUAL LEAVE

Section 1: Employees shall earn annual leave in accordance with applicable statutes. Approval of an employee's request for accrued annual leave shall be granted subject to workload requirements and provided the employee gives his/her supervisor reasonable advance notice. Employees who cannot anticipate their absence due to unforeseen circumstances (emergency leave) that necessitates their absence, will notify their immediate supervisor as soon as practical after the beginning of their scheduled work shift, which is normally within three (3) hours of the shift start time, unless there are extenuating circumstances. Such notification will include the employee's name, shop designation, reason for absence, and estimated duration of absence. Any absence beyond the estimated duration will also be reported. The employee has the responsibility to assure that such notification is made to the supervisor by e-mail or voice mail, and in those situations where it is not possible for the employee to give personal notification, it may be made to the supervisor by a fellow employee, spouse, or other person designated by the employee. Such notification shall not in itself be justification for approval. Lack of notification shall constitute grounds for disapproval of leave. Requests for annual leave due to unforeseen circumstances may be approved upon submission of a reasonably justifiable explanation for the absence, provided the employee has enough leave available to cover the time requested. Approval or disapproval of such requests submitted on an OPM 71, Application for Leave, to the immediate supervisor will be made known to the employee as soon as a decision is made by the immediate supervisor.

Section 2: In the event a conflict arises as to choice of vacation periods, the supervisor will meet with the employees involved in an effort to find a solution. In an attempt to resolve conflicts, the supervisor shall consider those employees within the same job classification reporting to a single supervisor who have excess leave (use/lose) first. The conflict will be resolved in favor of the employee with the most excess leave. If the conflict is not resolved utilizing these criteria the supervisor shall then resolve the conflict by using the employee's Service Computation Date (SCD). Employees requesting annual leave before 30 April will be notified of the disposition of the request no later than 15 May, or the first following workday, should 15 May be on a non-workday. Once an employee has made his/her election, he/she shall not be permitted to change his/her selection at his/her discretion if doing so would disturb the choice of another or the change would interfere with workload or mission requirements. Every effort will be made to adhere to the established vacation schedule. If a change in vacation schedule is required due to a subsequent shutdown or reduction of operations, the employee shall be allowed to reschedule his/her vacation, subject to workload requirements. Conflicts will be handled as mentioned above.

Section 3: The Employer will announce any planned shutdown or reduction of operations as far in advance as possible. During any period of shutdown or reduced operations, consideration will be given to assigning available work to employees with insufficient annual leave to their credit. If work cannot be provided for those employees who do not have sufficient annual leave to their credit, annual leave may be advanced as permitted by regulations.

Section 4: The Employer will notify employees of the approval/disapproval of their request for annual leave as soon as possible.

Section 5: When annual leave is approved for a full workweek or more, the subsequent non-workdays in conjunction with the approved leave will be considered vacation time for work assignments. The Employer has the right to assign work to be performed on these non-work days.

ARTICLE 11

SICK LEAVE

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

Section 2: Sick leave, if due and accrued, shall be granted to employees when they are incapacitated for the performance of their duties. Employees not reporting for work because of incapacitation for duty shall furnish notice to his/her immediate supervisor by telephone, via voice-mail, by e-mail, or if supervisor or phone is not available, by a fellow employee, spouse, or other person designated by the employee. Absences will be communicated as soon as feasible within three (3) hours of the shift start time. The employee is responsible for making every reasonable effort to ensure that notification is made. Lack of notification shall constitute grounds for disapproval of the leave. When reporting, the Employer shall be furnished the employee's name, shop designation, reason for absence, and estimated duration of absence. Any absence beyond the original estimated time will also be reported. Such notification shall not in itself be justification for approval or disapproval of sick leave.

Section 3: Sick leave, when necessary, shall be granted, to the extent due and accrued, for · medical, dental, or optical examination or treatment. Except for emergency treatment, sick leave for these purposes shall be obtained in advance and the amount approved shall be limited to the amount available to the employee, and that reasonably determined necessary for the specific request, including travel time.

Section 4: Sick leave may be granted only when the need for sick leave is supported by administratively acceptable evidence. An employee's self-certification as to the reason for his or her absence will be deemed administratively acceptable evidence for a sick leave absence of three workdays or less. However, in individual cases, if a supervisor has reason to believe an employee is abusing or misusing sick leave privileges, a medical certificate or other administratively acceptable evidence, as appropriate, may be required to support the request for sick leave for three workdays or less. Supervisors may exercise this discretion without regard to whether an employee is subject to a letter of requirement.

Section 5: Employees who are sent home sick by the Occupational Health Clinic may not be required to furnish additional medical certification to substantiate such sick leave for the day(s) specifically set by the Occupational Health Physician.

Section 6: Upon request, employees who are incapacitated for duty because of serious illness or disability, may be advanced sick leave not to exceed 240 hours, provided:

- a. The employee is serving under a career/career-conditional appointment. Employees serving under a limited appointment or one that will be terminated on a specified date, may be advanced sick leave up to the total sick leave that he/she would otherwise earn during the remainder of the term of his/her appointment. The provisions of Section 6c through 6f below apply.
- b. The employee has a minimum of one (1) year's continuous Federal Service.
- c. He/she has no sick leave to his/her credit.
- d. There is no evidence indicating that the employee is contemplating separation by retirement or resignation.
- e. There is reasonable evidence, substantiated by a medical certificate, that the employee

will be capable of returning to work and will remain employed after his/her return to duty long enough to repay the advanced sick leave.

f. The employee does not have a current Letter of Requirement for abuse of sick leave.

Section 7: The Association agrees that they will support management in seeking sick leave conservation.

ARTICLE 12

LEAVE WITHOUT PAY

Section 1: The Employer will make every reasonable effort to authorize annual leave or leave without pay to employees in the bargaining unit, not to exceed four (4) employees at any one time elected or appointed as delegates to an Association convention or other such function, which necessitates an absence from the activity for periods not to exceed four (4) weeks, provided reasonable advance notice is given, and the absence is feasible and consistent with workload requirements. The Employer reserves the right to limit the number of employees from one (1) work location to the extent necessary to carry out the mission of the FRC East.

Section 2: When given reasonable advance written notice that an employee in the unit has been elected or appointed to a full time position as an Association representative, the Association representative shall be granted leave without pay for the term of their office whenever feasible and consistent with workload requirements. Leave Without Pay for such shall be granted in increments of not more than one (1) year. No more than two (2) employees will be granted leave for these purposes at any one time.

Section 3: Employees returning to duty from approved leave will be granted such rights, privileges, and seniority to which they may be entitled at that time in accordance with applicable statutes and regulations.

Section 4: Employees in an approved leave without pay status will accrue all rights and privileges in respect to retirement status and coverage under the Group Life Insurance and Federal Employees' Health Benefits Program to which they may be entitled as provided by applicable statutes and regulations.

ARTICLE 13

HOLIDAYS

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

Section 2: Eligible employees shall receive their regular pay at their regular hourly rate plus any appropriate shift differential on all days defined as holidays that they are not required to work.

Section 3: Employees working on a holiday outside their scheduled workweek shall receive the same pay plus any applicable shift differential as they would normally receive on an overtime day.

Section 4: Employees working on a holiday within their scheduled workweek shall receive double their hourly rate and appropriate shift differential for all hours worked on such holidays in accordance with regulations.

Section 5: Employees shall be notified of a requirement to work on a holiday in accordance with the notification procedures for overtime work as outlined in Article 8. The Employer further agrees to advise the cognizant Association representative as to the specific reasons for requiring Unit employees to work on a holiday.

ARTICLE 14

TRAVEL

Section 1: Employees shall not be required to travel except under the conditions and procedures prescribed by pertinent Department of Defense and Department of the Navy regulations. Further, employees required to travel in the course of performing assigned duties shall be paid and shall receive per diem and travel allowances as provided by applicable regulations.

Section 2: It is understood and agreed that employees may be required, and are expected, to perform temporary additional duty travel in order to accomplish the mission assigned to the Employer. It is further understood and agreed that the travel of employees shall be directed only for those purposes and by those means, as are clearly in the best interests of the government. When such temporary additional duty travel is necessary the desires, convenience, and comfort of the employee will be considered to the maximum degree consistent with the mission assigned and applicable travel regulations. Employees on temporary additional duty are expected to exercise the same care in incurring expenses that a prudent person would exercise in traveling at his own expense.

Section 3: The Parties understand that it is DOD/NAVY policy that the government sponsored contractor issued travel card must be used by all bargaining unit employees for expenses arising from official government travel, unless otherwise exempt. All bargaining unit employees agree to comply with the regulations for the current government sponsored travel card. The government contractor-issued charge card is to be used only for expenses directly related to travel while on official government business. Rules and restrictions are subject to change based on current regulations.

Section 4: A standard travel order will be issued to employees when required to travel beyond the local area. The local area, for purposes of this Agreement, is considered to comprise an area within forty (40) road miles of Marine Corps Air Station, Cherry Point Work assignments requiring travel within the local area may, and will, upon the employee's request, be authorized in writing. An employee is not entitled to per diem for temporary additional duty (TAD) that is performed entirely within twelve (12) consecutive hours. When use of a Privately Owned Conveyance (POC) is authorized/approved for travel between an employee's residence, or the Permanent Duty Stations (PDS), and one or more alternate duty sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance, regardless of the transportation mode ordinarily used to commute to the PDS. Every effort possible will be made to provide employees in advance with complete and accurate information in respect to: (1) purpose of travel assignment; (2) anticipated duration of assignment; (3) mode of transportation to the job site; and (4) arrangements made for quarters and transportation at the job site. Except where circumstances beyond the control of the Employer exist, employees shall receive their travel orders sufficiently in advance to insure that necessary arrangements for obtaining transportation requests and advancement of per diem allowances (as provided by DoD Joint Travel Regulations) can be accomplished during working hours and prior to departing on TAD.

Section 5: For utmost economy in use of travel funds, government transportation shall be used to the maximum extent possible. The Employer will avoid scheduling employees to travel in military configured aircraft and only when no other alternatives are available will such travel be required. For purposes of clarifying the intent of this Section, other possible alternatives would be the scheduling of government passenger-carrying configured aircraft (i.e., aircraft equipped with adequate seating and proper safety equipment and on scheduled or semi-scheduled flights), either commercial or government air is not available, travel by commercial earner (air, rail, or bus) will be authorized. Exceptions to air travel will be made only if the traveler is medically barred prior to final determination of the mode of transportation for employees required to perform travel, the convenience of employees at the job site

shall be fully considered. In this connection and to the degree permissible, the following alternatives, when requested, will be considered subject to prudent concern over the amount of travel time involved and physical demand on employees:

a. Authorization to drive privately owned vehicles limiting the liability of the government to the cost of the alternative available mode of travel as prescribed in Joint Travel Regulations, Volume II.

b. Authorization to drive privately owned vehicle limiting the liability of the government to mileage for the vehicle and per diem for the driver and authorized passengers. For a rental vehicle, a maximum of four (4) persons, including the driver, may be authorized per vehicle. In this connection, the decision concerning the actual number of employees authorized per vehicle will be predicated on such things as the distance to the TAD site, length of assignment, and amount of baggage or tools to be transported. Names of passengers will be listed by drivers on their claims.

NOTE: In the event the employees assigned the TAD cannot agree on driving arrangements, the Employer and the Association Officer shall mutually resolve the dispute.

c. Authorization to utilize a General Services Administration car or commercial rental car will be approved where most practical and advantageous to the government, limiting the government liability to daily rental fee plus reasonable mileage to and from the job site from the nearest adequate lodging facility. When performing travel by privately owned vehicle, reimbursement at the applicable mileage will be made for distances traveled, in accordance with the Defense Table of Official Distances (DTOD). When passengers are authorized, mileage will also be paid for distances traveled in the pickup and return of passengers. The Employer further agrees that when the employee is required to utilize private or public transportation at the job site, reimbursement will be authorized to the maximum extent consistent with applicable regulations.

d. Authorization to drive privately owned vehicles at no cost to the government.

Section 6: Where the nature and location of the work at a TAD station is such that suitable meals cannot be obtained at the temporary duty station, reimbursement will be authorized for necessary round-trip transportation from place of temporary duty station to the nearest place where suitable meals can be obtained, provided a statement of the necessity for such travel accompanies the travel claim.

Section 7: It is understood that an employee in a travel status is entitled to reasonable hours of rest and will not be required to perform travel during unreasonable hours at night if sleeping accommodations are not available. It is understood that availability of transportation, need to accomplish the mission, and other related factors, will dictate the scheduling of travel. However, first consideration will be given to scheduling travel during working hours. In this connection, when travel is required outside working hours, consideration of employee's personal comfort in respect to allowing reasonable hours of rest and adequate time for arranging accommodations shall be a determining factor. Reasonable hours for beginning travel are considered to be 0600 or later. For purposes of this Agreement, reasonable hours for completion of travel are considered to be 2400 hours or earlier. When employees are scheduled and required to travel on days outside of their basic workweeks and during their normally scheduled work hours, they will be entitled to travel compensation/pay except when prohibited by law or directives of higher authority. However, employees who depart earlier than scheduled for their own convenience will not be considered to be acting as prudent persons and will not be entitled to any adjustment in their salary or per diem.

Section 8: For the purposes of this Agreement, travel assignments are defined as work assignments

performed outside the confines of Marine Corps Air Station, Cherry Point, North Carolina.

Section 9: When travel assignments are required for Unit employees, the assignments shall be rotated among employees within their functional area and trade to the extent permitted by the skills required and the availability of employees. The supervisor furnishing personnel for field service teams will maintain a list (Voluntary Field Team Roster) of employees who have indicated they wish to volunteer to be considered for field service teams. A separate mandatory list (Master Field Team Roster) of all shop employees eligible for travel will also be maintained based on service computation date. First consideration will be given to the employee at the top of the Voluntary Field Team Roster. Both lists will show job ratings and declinations for field service teams. If there are no volunteers on the volunteer list, eligible employees on the Master Field Team Roster will be asked. Any employee being forced to travel will be assigned from the Master Field Team Roster. Complete records of all field service teams will be maintained for the duration of this Agreement by the appropriate branch and will be made available to the appropriate Association Officer upon request. An employee selected for an assignment involving travel may request that he/she be excused and such requests may be favorably acted upon provided other qualified employees are available for the assignment in cases of denial of request for excusal, the reasons for denial will be explained to the employee and his Association representative, if requested by the employee. The appropriate Association representative shall be notified of travel assignments, including numbers and classifications before employees are individually notified.

Section 10: When the selection of Unit employees is made for assignments to duty in combat areas or where civilian employees would be exposed to civil or military combatants, a special mandatory Rapid Response/Emergency Essential (RR/EE) Field Team Roster will be initiated for the functional area or branch identified by the Employer to hold RR/EE positions. All personnel in the functional area or branch will be considered RR/EE as defined within their position description. The selections shall be made as follows:

- a. Those volunteering for the assignment on a Voluntary Field Team Roster; and;
- b. Rotating such assignment among employees from the Master Field Team Roster within an organizational element when no volunteer accepts. Volunteering for a travel assignment will not exempt an employee from his regular turn for travel when due. An employee selected under this Section may request to be excused and such requests will be favorably acted upon provided another qualified employee is available for the assignment. In cases of denial of request for excusal, the reasons for denial will be explained to the employee and his Association representative, if requested by the employee. If requested by the employee, and provided time permits, the reasons for denial will be reviewed and a decision rendered by the Commanding Officer prior to the time of departure.

Section 11: Once the initial voluntary Field Team Roster is established and agreed upon by the Parties, an employee will not be allowed to have his name removed from the Field Team Roster while a Field Team is in the process of being formed. Any employee who wishes to get on the Field Team Roster after it is initially set up, whether a new employee or reinstatement, will go to the bottom of the list. When an employee removes his/her name from a Field Team Roster, he/she will incur a sixty (60) day waiting period before his/her name will be added to the bottom of the Field Team Roster. When the Employer cannot reach the employee at home for consideration for Field Team assignments, the Employer may request the presence of an Association Officer to verify that the employee was called and the phone call was unanswered.

Section 12: Employees normally will be reimbursed for travel allowances due within ten (10) working days after receipt of approved claims by the Disbursing Office. In mitigating unforeseen circumstances

where a hardship exists, employees will be assisted in expediting the processing of travel claims. If an advance travel allowance exceeds the actual reimbursable amount, the traveler shall refund such excess promptly as provided in Joint Travel Regulations, Volume 2. In an emergency, should a traveler be unable to refund any such excess advance, then the excess advance shall be recovered by offset of salary. It is agreed that travel claims will be processed by the FRC East and forwarded to the Disbursing Office without undue delay.

Section 13: It is mutually agreed that disputes or alleged inequities in connection with travel shall be resolved by consultation between the employee with his Association representative, if desired and appropriate management officials having cognizance over travel.

Section 14: The Voluntary Field Team Roster and Master Field Team Roster will be maintained on a rotational basis. The Volunteer Field Team Roster will be established in an alphabetical order. The Master Field Team Roster will be maintained by service computation date.

- a. The list will be by trade and grade level within the Branch functional areas.
- b. The top name on the list will be asked first.
- c. Once accepted, declined, or away on another Field Team, their name will move to the bottom of the list
- d. No number of field teams will be kept, only the date of the last action.
- e. If no one accepts from the Voluntary Field Team Roster, the assignment will come from the Master Field Team Roster. Once all have been given the opportunity to accept the assignment, beginning with the first name on the roster, and no one has accepted, the first person eligible on the Master Field Team Roster will be assigned by the Employer.
- f. Special skills or qualifications required may cause deviations from the above.
- g. All revisions to the rosters will be dated and show the time of printing.
- h. A volunteer from the Master Field Team Roster will not exempt an employee from his/her travel assignment.
- i. Employees will not ordinarily be assigned a mandatory Field Team for more than ninety (90) days. When short term extensions are required, the Employer will notify the Association prior to taking action, or as soon as possible.
- j. The Employer will provide the appropriate Association Officer with a copy of all revisions.

Section 15: The Aircraft Examiner(s) that are assigned to the Field Team must be qualified within their trade and functional area on the weapons system for which the Field Team has been formed. The employee's Individual Qualification Record (IQR) will reflect the qualifications. In the event no qualified personnel are available when the team is formed, then every effort will be made to provide training prior to departure or on-the-job training at the field team site.

Section 16: The Employer will make every effort to insure that all bargaining unit employees will have adequate quarters while on a Field Team assignment, as outlined in the most recent OPNAV Instructions

or Joint Travel Regulations relating to quarters assignment.

Section 17: The Employer will keep the Association apprised of all changes in the travel regulations that apply to bargaining unit employees. The parties agree that they will work together to improve conditions for all bargaining unit employees assigned to field teams.

Section 18: Any employee who alleges that a travel claim is unduly delayed at the FRC East will be allowed to submit the problem via his Association representative. The Association representative will be allowed to bring the matter to the attention of the Administrative Support Services Division of the Corporate Operations Office, who will investigate the matter and expedite the claim or give the reason for the delay.

Section 19: Personal phone calls placed to home upon arrival to assigned travel location shall be paid for in accordance with appropriate regulations.

ARTICLE 15

PERFORMANCE APPRAISALS

Section 1: The established performance standards will, to the extent practical, be applied to evaluate Unit employees who are covered by the same standards and are performing like duties.

Section 2: All unit employees will be evaluated based on the standards for the appropriate position description under primary element #1 titled "execution of duties."

Section 3: The Employer agrees the performance management program will be administered in accordance with established rules, regulations, and policies.

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

Section 5: The Association will be notified by the Employer of any changes, amendments, or development of new standards or elements that affect bargaining unit employees.

Section 6: The employee will be provided with a copy of his written performance plan within thirty (30) calendar days of the beginning of each appraisal period and for each detail or temporary promotion expected to last 120 calendar days or longer. After an employee has been under performance standards for a minimum of 90 calendar days, a closeout rating will be completed upon the following actions: 1) when the supervisor of the employee leaves the position; 2) when an employee completes a detail or temporary promotion of 120 calendar days or longer; 3) when an employee changes positions; or 4) when an employee changes to a new agency or organization. The close-out rating will be forwarded to the employee's supervisor of record.

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

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

Section 9: A grievance may be filed under the negotiated grievance procedure and arbitration procedure concerning an unacceptable performance rating or an adverse action taken as a result of demotion or removal, but not both.

Section 10: Any unit employee who begins to perform below the acceptable level will be notified of such by his/her supervisor. The employee will be advised of his right to Association representation; however, an official unacceptable rating will not be assigned until the employee has had a reasonable opportunity to correct deficiencies to obtain an acceptable rating. In the event the employee is not given sufficient notification in advance of the end of the rating period to provide reasonable opportunity for improvement, the rating period will be extended for the time necessary to provide such a reasonable opportunity. The employee will be notified in writing of the elements that need to be improved, the corrective action needed, and the length of time the employee will be allowed to improve his/her performance before the assignment of an official rating. A copy will be furnished to the Association representative.

Section 11: The Employer will maintain a record of instances which may adversely affect an acceptable rating. The record will only be maintained after the first instances of unacceptable performance are observed and such documentation may be used to substantiate an assignment of an unacceptable rating. The record, as it pertains to an employee, will be available for review by the employee and the Association representative, upon request.

Section 12: In those cases of performance deterioration to less than an acceptable level, the Employer will, in the application of Section 11, give consideration to whether or not the provisions of the Employee Assistance Program would be appropriate.

Section 13: Matters concerning performance appraisals, including the question as to whether or not the performance standards permit, to the maximum extent feasible, the accurate evaluation of job performance on the basis of objective criteria related to the job in question, unless excluded by the Negotiated Grievance Procedure, may be grieved through the Negotiated Grievance Procedure.

ARTICLE 16

PROMOTIONS

Section 1: Selections for filling positions by promotion within the Unit will be made from among eligible applicants submitting resumes for consideration.

Section 2: The Employer agrees to use, to the maximum extent possible, the skills of the employees in the Unit. The Employer agrees to consider filling bargaining Unit vacancies with bargaining Unit applicants prior to extending the area of consideration. Every reasonable effort will be made by the Employer to obtain identical information on non-Unit candidates as is obtained for Unit candidates. Non-Unit candidates shall be evaluated as nearly as possible by the same criteria used to evaluate Unit candidates.

NOTE: It is not the intent of the above language to interfere with management's right to fill bargaining Unit positions by requesting consideration of bargaining Unit employees prior to extending the area of consideration. It is understood that while management has agreed to consider, there is no obligation to fill any vacancies with bargaining Unit applicants, if/should management exercise its right to extend the area of consideration. When management exercises the right to extend area of consideration, Association will be notified.

Section 3: The Employer agrees to notify the employees of any available positions/promotions within the Unit. A reasonable amount of time will be provided to the employees to update or create their resumes within the system prior to the closing date or first consideration date.

Section 4: Qualification requirements for the positions shall be the current minimum standards approved by the Office of Personnel Management (OPM). Qualification requirements can be found at OPM www.opm.gov under Qualification Standards located in the web site index. The Association recognizes that provisions for in-service placement and appropriate selective provisions are essential for certain positions and such provisions will be applied to the OPM standards when necessary. A qualification standard may not be modified after the announcement has been posted unless an inappropriate standard has been used or the OPM issues a revised standard.

Section 5: Employees can submit their resumes in accordance with Civilian Hiring and Recruitment Tool (CHART) procedures; all resumes will be duly processed in accordance with the Standard Automated Inventory Referral System (STAIRS). Resumes can be submitted electronically or by regular mail directly to the HR.SC-SW in San Diego, CA. The preferred method of submitting a resume is through CHART on-line Resume Builder. A resume kit can also be obtained from the Department of Navy web site (<https://chart.donhr.navy.mil>) for those who wish to submit a hard copy. Applicants who submit their resumes electronically will receive a notice via email that their resumes have been received. Applicants are encouraged to verify in CHART that their resumes have been processed. Resumes remain active for six months from the date the resume was last submitted.

Section 6: In order to be considered for a vacancy, resumes must be received by HRSC-East and available in the STAIRS database by the date the HR.SC-East conducts the search of the database. For Requests for Personnel Action received by HRSC-East prior to the closing date or first cutoff date of an announcement, the search of the STAIRS database will not be conducted prior to the closing date or first cutoff date. Every effort will be made by the appropriate employer representative to notify employees on TAD of all vacancy announcements that are not open continuous.

Section 7: For one vacancy the HRSC-East will alphabetically certify the competitive candidates

and/or noncompetitive candidates with the top seven (7) skill hits including all ties. For multiple vacancies, one additional candidate, plus ties, will be submitted when an insufficient number of candidates are submitted in the procedure outlined in the previous sentence. Note: The parties have agreed to utilize the top seven (7) skill hits for a period of one year from the date of this MOU. At the end of the one-year period the parties will meet to assess the impact of utilizing the top seven (7) skill hits.

Section 8: Employees may obtain information on their scores (skill hits) and the total possible number of skill hits by calling the HR.SC-East. For additional information, employees may review the status of their resumes in CHART under "My Notices", when available.

Section 9: Employees may obtain information on their scores (skill hits) and the total possible number of skill hits by calling the HR.SC-East recruiter that issued the certificate of referral (employees can either request the specific recruiter's name from the division that the certificate was issued to or from the HRO). For additional information concerning the current status of their resume, employees may utilize CHART under "My Notices," when available. For those employees who do not have access to a computer at home, the Employer shall make every reasonable effort to provide interested employees the use of a computer, by appointment.

Section 10: For certification purposes, applicants will be evaluated solely on the basis of information supplied through their submission of a resume application form to the HRSC-East (utilizing RESUMIX software), in response to a specific open continuous announcement.

Section 11: Information necessary and relevant will be available for review by the Association President and Vice President when necessary to adjudicate grievances, or to determine if a Unit employee has a valid grievance, or to assure compliance with the Negotiated Agreement.

Section 12: Evaluation will provide a sound basis for considering and comparing candidates through an analysis of the position to be filled, to determine the skills necessary to be successful in the position.

Section 13: In evaluating Unit employees for Merit Promotion, the Employer will give due and appropriate consideration when employees submit resumes that list those jobs and trade skills that have been certified in their individual training records retained by the shop supervisor. In the event any shop does not now maintain an up-to-date training record; one will be established. All candidates placed on a promotion certificate will be selectable provided they are in reach for selection.

Section 14: No loan, detail, or reassignment will be made in order to evade the principles of the Merit Promotion Program.

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

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

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

Section 18: The Employer agrees that if selection boards are used, procedures and practices shall be consistent and shall be applied to competitive temporary promotions as well as permanent promotions. Such procedures and practices shall be administered in such a way not to favor or deny any employee proper consideration. Factors used in evaluating candidates will provide a sound basis for comparing candidates' knowledge, skills, and abilities to be successful in the position being filled.

Section 19: Evaluation Procedures will be in accordance with the Standard Automated and Referral System (STAIRS).

Section 20: TEMPORARY PROMOTIONS: When it is known in advance that a temporary assignment of a unit employee to a position within the unit classified at a higher grade will extend for more than thirty (30) consecutive days, the employee, if qualified, shall be temporarily promoted for the period of the assignment. If during the course of an employees' detail to a higher position, it becomes apparent that the temporary requirement to fill the position will extend beyond thirty (30) consecutive days, the Employer will determine whether to terminate the detail and fill the position through other means or to allow the detailed employee to continue in the assignment. If the Employer decides to allow the detailed employee to continue in the position, he or she will be temporarily promoted, effective the 31st day of the assignment, not to exceed 120 days to include the previous thirty (30) day period. Temporary promotions in excess of 120 days shall be made under merit staffing procedures. Noncompetitive temporary promotions to higher classified. Positions within the unit shall be administered in such a way not to favor or deny any employee proper consideration.

Section 21: The Employer shall assert the right to promote bargaining unit employees in such a way that allows, to the maximum extent possible, all interested employees to receive equal consideration for non-competitive temporary promotions, details and/or temporary assignments.

a. Interested bargaining unit employees will be considered for non-competitive temporary promotions, details, and/or other temporary assignments within their respective shop. Supervisors of bargaining unit employees in the shop where the vacancy exists will inform their employees of the availability of the position. Employees interested in being considered for the position must notify their supervisor of their interest at the time of notification. The notification shall be done in a way that leaves no doubt as to the interest of the employee. The supervisor shall forward the names of the interested individuals to the selecting official.

b. When a selecting official of positions outside the bargaining unit chooses to notify a supervisor of bargaining unit employees of the need for artisans to fill a specific job/position, the supervisor of those employees in the bargaining unit with the identified trade will notify his/her employees of the temporary assignment being sought. Employees interested in being considered for the position must notify their supervisor of their interest at the time of notification. The notification shall be done in a way that leaves no doubt as to the interest of the employee. The supervisor shall forward the names of the interested individuals to the selecting official.

c. For non-competitive temporary promotions to supervisory positions within an employee's shop, the Second Level Supervisor Branch Head or his/her designee will inform bargaining unit employees assigned to the shop of such vacancies. Those employees on the relief supervisor roster

will be given consideration for the vacancy first. In the absence of a relief supervisor roster, the Second Level Supervisor/Branch Head or designee will inform bargaining unit employees in the parent shop of such vacancies. Employees interested in being considered for the position must notify their Second Level Supervisor/Branch Head of their interest at the time of notification. The notification shall be done in a way that leaves no doubt as to the interest of the employee. The Second Level Supervisor/Branch Head shall forward the names of the interested individuals to the selecting official.

NOTE: The procedures outlined above in paragraphs (a), (b), and (c) of this article are to provide a method whereby employees may be considered for opportunities. However, the Employer retains the right to make selections from any and all appropriate sources. The Employer must ensure that employees in the shop who are on leave or TAD are also given notification and appropriate consideration.

Section 22: Management retains the right to fill vacancies by merit promotion using Management Identification of Candidates (MIC), in lieu of receiving a Certificate of Eligible from the HRSC-East. All employees under the selecting official's supervision may be considered. When filling a vacancy by MIC, Unit employees will be notified. If interested in being considered for the position, the employee must inform the selecting official of such interest by submitting a resume, or as otherwise indicated by the selecting official.

ARTICLE 17
PLACEMENT REHIRING AND REPROMOTION OF EMPLOYEES AFFECTED BY
REDUCTION-IN-FORCE

Section 1: The Employer agrees to notify the Association of pending reduction-in-force (RIF) actions affecting employees of the Unit, at which time the Association may make its views and recommendations known concerning the implementation of such RIF actions.

Section 2: In the event of a RIF, existing vacancies will be utilized to the maximum extent possible to place employees in continuing positions, who otherwise would be separated from the service. All reductions in force will be carried out in strict compliance with applicable laws and regulations.

Section 3: All career and career-conditional employees separated by RIF action shall be placed on the Reemployment Priority list, in accordance with applicable Navy and higher-level controlling regulations, in effect at the time. Unit employees will be granted all reemployment priority consideration benefits to which they are entitled through applicable regulations.

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

a. The employee's performance and conduct prior to demotion and their performance and conduct during the period subsequent to their demotion have been satisfactory. (Proof of satisfactory performance will be based on review of the employee's official personnel record. Single actions or isolated actions over an extended period of time will not be considered as prima facia evidence of unsatisfactory conduct.)

b. The employee meets current qualification standards for the position and is physically able to perform the major duties of the position. Itis further agreed that the reasons for not promoting an employee under these criteria will be furnished the Association upon request.

c. Eligibility for re-promotion under this section will be governed by applicable Agency or higher-level regulations and laws.

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

Section 6: The Association shall have the right to review retention registers relative to reduction-in-force actions affecting employees in the unit. In addition, with the affected employee's consent and in their presence, the Association shall have the right to review Official Personnel Folders and other pertinent papers in connection with formulating reduction-in-force appeals. **Section 7:** The Association shall be furnished a copy of all reduction-in-force notices issued to employees in the unit, with service computation dates (SCD).

Section 7: The Association shall be furnished a copy of all reduction-in-force notices issued to employees in the unit, with service computation dates (SCD).

ARTICLE 18

CHANGES IN JOB/POSITION DESCRIPTIONS AND REQUIREMENTS

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

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

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

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

The Employer agrees to furnish the Association with a copy of the job/position description, and any changes thereto, of all employees in the bargaining Unit. The Employer will also furnish the Association a copy of all changes in classification standards appropriate to this bargaining Unit, and changes in the appeal procedures of the Navy and/or the Department of Defense Civilian Personnel Management Service.

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

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

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

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

Section 3: The Employer agrees to the maximum extent possible to distribute opportunities amongst bargaining unit employees in a consistent manner based on their skills in regards to job assignments generally recognized as prestigious or qualifying duties for higher-level positions.

Section 4: The Employer agrees that bargaining unit employees, within their respective job ratings, will not receive disparate treatment in respect to details, loans, menial or dirty tasks, or other assignments generally recognized as undesirable. When the Agency determines there is a need to transfer employees from a specific shop, those qualified, who have a request for transfer on file shall be considered first. Employees moved to other functional areas for training purposes shall not be considered a permanent transfer.

NOTE: A period of 30 days or less qualifies as a loan. Management will utilize the most qualified Unit member based on seniority between functional areas in order to meet mission requirements. Any Unit member loaned for training or workload requirements may be for any length of time as required or discussed between the supervisor and the Unit member. A transfer will be a permanent reassignment to another functional area.

Section 5: The Employer agrees to the maximum extent possible, consistent with its authority to assign work based on the needs of the organization, that efforts will be made to assign work consistent with the classification of the position(s) involved. Employees will be compensated on the basis of the highest level of duties assigned consistent with applicable position classification and job grading standards, procedures, and regulations. When assigning new or distinctly different duties to an established position, the employer will, during the first thirty (30) days of such assignment determine if that assignment results in a higher grade for the position(s) to which assigned. If the assignment does result in a higher grade for the position(s) and the assignment will be for more than thirty (30) days, the Employer will conduct that assignment as a temporary promotion in accordance with governing regulations and Article 16.

ARTICLE 19

TRAINING

Section 1: It is mutually understood that an organized and continuing program of on-the-job and classroom training for Unit employees is of value to the Employer and the Association.

Section 2: In the development and administration of the Activity training program. The Employer agrees to consider and recognize employees of the Unit for participation in appropriate training consistent with the need for sub training, as determined by the Employer. The scope of such training includes initial indoctrination of new Aircraft Examiners in the functions of the occupation and continuing familiarization of all Aircraft Examiners, with respect to new and existing weapons systems and the changes in management concepts, ideas, and procedures.

Section 3: With regard to the wide and varied involvement of the Aircraft Examiner personnel within the Activity, rotation of Unit personnel may be considered as a method of training. In the interest of stability, and to provide Unit members full opportunity to learn the functions of a particular area, it is agreed that employee requests for rotation for training purposes will be considered.

Section 4: Due to the complexity, high cost, safety, and maintenance requirements of weapons systems, it is essential that the capabilities of the Aircraft Examiner personnel be of the highest level. While the personnel of the Examination & Evaluation Branches are qualified to perform their duties as a prerequisite to employment, some measure of further training is required on a continuing basis to maintain, update, and upgrade the high level of capability of the Aircraft Examiner. Management will determine the training needed/required, and to the extent practicable, will ensure that employees receive needed/required training on programs and/or systems, which are related to the Aircraft Examiner trade, or are of such nature as to increase their effectiveness and their value to the FRC East.

Section 5: Furthermore, the Employer and the Association recognize that each employee is responsible for applying reasonable effort and initiative, on his or her own time, to keep abreast of the changing technology of his or her occupation. The Association therefore agrees to encourage employees to take advantage of training and educational opportunities provided by the Employer, both during working hours and on the employee's own time that will add to the skills and qualifications required for advancement, or are prerequisites for further training provided by the Employer in their occupational field.

Section 6: For Unit members who pursue relevant and applicable outside training courses, the Employer agrees to give full consideration to the employee's request to complete said courses of study with regard to conflicts arising over shift rotation and assigned overtime. It is further agreed that in consideration of the time and expense invested by Unit members who pursue relevant and applicable outside training courses, the Employer agrees to give full consideration to a request for postponement of assignment from shift rotation or overtime until completion of the course of studies.

Section 7: The Employer agrees to meet with the Association, upon request, for the purpose of exchanging information concerning the overall training program of the employees, as per Division Training and Human Resources SOP.

ARTICLE 20

DISCIPLINARY ACTIONS

Section 1: This Article shall pertain to Suspensions of fourteen (14) days or less, and Letters of Reprimand as defined by 5 USC 7501. The Employer may effect disciplinary actions at any time.

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

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

Section 2: The Employer will notify the Association of all officially proposed disciplinary actions against an employee of the Unit as soon as possible after notification is given to the employee; except in those cases where the action is based on a matter personal to the employee and the employee requests in writing that the action be kept confidential. The employee will be notified of his rights to appeal and of the appropriate procedures available for appealing such actions.

Section 3: Normally, disciplinary actions under this article shall be initiated within a reasonable period of time after all the facts have been made known to the official responsible for initiating the action. If the official responsible for initiating the action has informed the employee that he/she will be initiating disciplinary action against the employee, and the official does not initiate/propose the disciplinary action within thirty (30) calendar days after all information has been made known to him/her, the official will notify the employee of the reason(s) for the delay.

Section 4: Upon written request, the employee will be provided a copy of the written information relied upon for the basis of the disciplinary action.

Section 5: Grievances of actions described in Section 1 will be processed through the Negotiated Grievance Procedure of the Agreement, starting at Step 2. The grievance will be submitted directly to the Division Director in these cases. Should the grievance involve the interpretation or application of written policy or provisions of laws or regulations of higher authority, processing the grievance will be delayed until the questioned policy, law, or regulation has been interpreted.

Section 6: Any employee in the Unit is entitled to Association representation in any examination of the employee by a representative of the Employer in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.

Section 7: The Employer shall annually inform employees of the Unit of their rights under Section 6 above.

ARTICLE 21

ADVERSE ACTIONS

Section 1: This Article pertains to employees as defined by 5USC § 7511, and adverse actions covered by P.L. 94-454. 5 USC § 7512, i.e., Removal, Suspensions for more than fourteen (14) days, Reduction In Grade or Pay, or Furlough for thirty (30) days or less. This article does not include those actions excluded by 5 USC § 7512.

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

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

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

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

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

ARTICLE 22

GRIEVANCE PROCEDURE

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

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

a. by any employee concerning any matter relating to the employment of the employee (the matter must personally affect the employee);

b. by the Association concerning any matter relating to the employment of any employee; or

c. by an employee, group of employees, the Association, or the Employer concerning;

(1) the effect or interpretation, breach or claim of breach, of the Collective Bargaining Agreement; or

(2) any claimed violation concerning the interpretation or application of any law, rule or regulation.

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

a. Any claimed violation of matter relating to prohibited political activities.

b. Retirement, life insurance, or health insurance.

c. National Security matters.

d. Any examination, certification, or appointment.

e. Classification of any position, which does not result in the reduction in grade or pay of an employee.

f. Discrimination complaints based on race, color, sex, age, religion, national origin, or handicapping condition.

g. All employee appeals or grievances concerning reduction in force actions.

h. The termination or separation of probationary and temporary employees.

i. Notices of proposed disciplinary or adverse actions

j. Letters of Caution

k. Memorandums for the Record

1. As otherwise excluded by law, regulation, or *this* Agreement

NOTE: This does not include any grievance the Association may file charging a violation of any part of Article 17 and/or related articles or sections. These will be filed only under the provisions of Article 23, Section 6c (Association Initiated).

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

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

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

- a. the employee or group of employees must sign a statement on the grievance form that Association representation is not desired;
- b. the employee or group of employees must represent themselves and will not be entitled to any other representative;

- c. the employee or group of employees cannot process the grievance to arbitration;

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

- a. Employee(s) initiated with Association representation;
- b. Employee(s) initiated without Association representation;
- c. Association initiated; and
- d. Employer initiated.

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

Step 1: Under situation (a), the grievance will be discussed by the employee(s) and the representative with the immediate supervisor. Under situation (b), the grievance will be discussed by the employee(s) with the immediate supervisor. Under situation (c), the grievance will be discussed by the representative with the immediate supervisor. The supervisor will give his answer within two (2) working days. If the grievance involves more than one (1) employee, one (1) of the aggrieved may, provided the affected employees and the Employer agree, be selected by the Association under situation (a) or (c) and by the employees concerned under situation (b), to submit the grievance, and all decisions for that one (1) grievance shall be applied to the other grievances.

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

Step 3: If no satisfactory settlement is reached in Step 2, then the grievance may be referred to the Commanding Officer or his designated representative within seven (7)

working days from the date of the division director's written answer by: under situations (a) and (c), the Association; and under situation (b), the employee(s). Upon receiving the request, the Commanding Officer or his designated representative will arrange to meet within seven (7) working days from the time he/she is requested to do so with: under situation (a), the appropriate officer of the Association, the Association representative, and the aggrieved employee(s); under situation (b), the aggrieved employee(s); under situation (c), and the appropriate officer of the Association. Within five (5) working days after conclusion of the meeting, whether the grievance is satisfactorily settled or not, such settlement shall be reduced to writing and copies supplied to the Association and the grievant(s) involved, if any.

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

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

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

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

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

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

Section 12: Nothing in this Article shall preclude the right of the Employer or the Association to have

present at the grievance hearings, subsequent to Step 1, an additional representative designated by the Employer and/or the Association, and such Association representative may be a duly designated local or international representative. This provision does not apply to the grievance pursued by employees without Association representation.

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

a. If an employee receives an appraisal of Unsatisfactory (Unacceptable performance), the action taken as a result thereof (i.e. Demotion or removal); can be grieved or appealed in accordance with Section 4b above.

b. Employee grievances concerning earned rankings received under the Merit Promotion Program for positions within the Unit may, at their option, be initiated verbally, over the telephone or in writing, with a staffing specialist in the Human Resources Service Center-East, within IS calendar days of receipt of notice (notice of referral/no referral under STAIRS), in an attempt to informally resolve the complaint. If the grievance cannot be resolved informally, the employee may file a written grievance with HRSC-E (Code SO), within fifteen (15) calendar days after receipt of the response from the staffing specialist. In the event the employee does not elect to utilize the informal procedure described above, but desires to file a written grievance, the employee must serve the written grievance with the HRSC-E (Code 50) within IS calendar days after receipt of the notice (notice of referral /nonreferral under STAIRS). This decision will be formal and binding and is considered the final Agency decision.

c. In the event the final Agency decision is not satisfactory to the employee or the Association, the Association may, within twenty (20) working days, notify the Employer of the intent to arbitrate the matter. The parties agree to make a maximum effort to agree on an arbitrator as set forth in Article 24 Section 2, who will render a decision appealable in accordance with Section 6 of Article 24.

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

Section 14: Disputes on Grievability and arbitrability will be settled through the Negotiated Grievance Procedure. Including arbitration.

ARTICLE 23

ARBITRATION

Section 1: If the Employer and the Association fail to settle any grievance arising under Article 23 entitled "Grievance Procedure" with respect to the interpretation, application, or alleged violation of this Agreement, such dispute shall, upon written notice by the party invoking arbitration to the other party, be referred to arbitration. Such written notice must be served to the other party no later than twenty (20) working days following receipt of the decision of the last step of the grievance procedure. It is recognized that either the Employer or the Association has the right to invoke the arbitration process with respect to the interpretation, application, or alleged violation of this Agreement.

Section 2: In order to expedite the arbitration procedure, a permanent panel will be established by the parties as soon as possible, after the effective date of this Agreement. The following procedures will be used to establish the panel:

a. Each party will submit three (3) names of arbitrators who are qualified arbitrators with Federal Mediation and Conciliation Service (FMCS).

b. Each party will be responsible for verifying that their selected arbitrators will accept the position of member of permanent arbitration panel.

After the receipt of an arbitration request, the parties shall meet within ten (10) working days to select an arbitrator. The arbitrator will be selected from six (6) names on the permanent panel by random selection. Once selected to bear a case, the arbitrator will be contacted within two (2) weeks of selection for dates of availability to hear the case. Once selected, an arbitrator will not be used again until all six (6) have been selected. Arbitrators will not be replaced unless by mutual agreement; or no longer available to serve; or cost for services become excessive. If the filing party fails to meet the timeframes as outlined above, the request for arbitration will be considered withdrawn.

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

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

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

Section 6: If either party decides to take exception to the arbitrator's award, or to seek advice or

guidance from higher authority on the implementation of the award, they will notify the other party within ten (10) workings days of receipt of the award.

ARTICLE 24

PARTICIPATION IN WAGE SURVEYS

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

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

Section 3: Time off during working hours shall be authorized without loss of pay or benefits to permit appropriate Association officials within the bargaining Unit to appear before the Area Wage Survey Committee for the purpose of making representation in behalf of Unit employees.

ARTICLE 25

PAYDAYS

Section 1: Official paydays for unit employees shall be on alternate Fridays following the end of pay period.

ARTICLE 26

EQUAL EMPLOYMENT OPPORTUNITY

Section 1: The Employer and the Association agree to cooperate in providing equal employment for all qualified persons to prohibit discrimination because of age, sex, race, color, disability, religion, national origin, or reprisal, and to promote the full realization of equal employment opportunity through a positive and continuing effort. It is agreed between the parties that the policies and practices of the Association shall continue to support a policy of no discrimination against any employee on account of age, sex, race, color, disability, religion, national origin or reprisal.

Section 2: With the enactment of the new Equal Employment Opportunity Commission guidance (Management Directive 715), each agency is to establish a model EEO program, which hold all managers and supervisors responsible for the success of the program. Also, in 29 C.F.R. 1614.102, it speaks to EEO informing employees and recognized labor organizations of the Affirmative Equal Employment Opportunity Program (AEP).

Section 3: It is further agreed that no official of the Employer or the Association shall interfere with, restrain, coerce, intimidate, or make reprisals against any employee for filing an EEO complaint; appearing, testifying, or furnishing evidence at any stage of an EEO appeal; or for participating in any way in any investigative or hearing procedure, either in the capacity of a counselor, a witness, or a complainant. If any employee formally files a timely complaint with the Commanding Officer/EEO Officer or Deputy EEO Officer, sue complaint shall be expeditiously processed in accordance with the applicable regulations.

ARTICLE 27

SAFETY AND HEALTH

Section 1: The Employer shall make every reasonable effort to provide and maintain safe working conditions and the Association will cooperate to that end, and encourage the employees to work in a safe manner. The appropriate shop supervisor shall notify the appropriate shop representative promptly of all lost-time occupational accidents that occur within the Unit

Section 2: The Employer agrees to furnish all protective clothing and equipment necessary for the performance of assigned work in accordance with applicable regulations. If an employee is required to perform work for which safety clothing and/or equipment is required for their specific job operations, but the safety clothes and/or equipment are not available, this matter shall be resolved in accordance with the procedures in Section 5 of this Article.

Section 3: The Employer agrees to furnish suitable and protection to employees, on a request basis in accordance with the nature of the work involved. Replacement gloves will be surveyed on a pair-for-pair basis in accordance with existing regulations. The above survey requirements will be waived upon request of the immediate supervisor.

Section 4: The Employer agrees to furnish protective rain gear to those employees who, on exception, are required to perform work in rain, sleet, or snow. Issue of protective gear will be made on a specific job basis. Personal protective apparel or equipment, readily adaptable to private use, will not be furnished on a permanent basis. The Employer will furnish arctic or boots to employees required to perform work in standing water or in snow, where snow accumulation or the period of time the employee is subjected to work while standing in snow, would result insubstantially the same condition as performing work in standing water. Issue of arctic will be made on the same basis as other protective gear.

Section 5: In the course of performing their normally assigned work, Association representatives, supervisors, and employees will be alert to observe unsafe practices, equipment, and conditions, as well as environmental conditions in their immediate area, which represent industrial safety and health hazards. If an unsafe or unhealthy condition is observed, the shop representative or the employee should immediately report it to the cognizant immediate supervisor. If the safety matter is not settled by the immediate supervisor and the shop representative, the matter shall be promptly referred to the Association President and the division director. If the safety question is still not resolved, it will be promptly referred to the Occupational Safety and Health Officer or their representative and the Association Safety Representative, who shall review the problem with the shop representative and the division director and render a decision. If the services of a qualified Industrial Hygienist are required, arrangements for such services shall be made by the Occupational Safety and Health Officer, or designee. The Employer and the Association shall work jointly to meet the requirements of the Voluntary Protection Program (VPP) as administered by OSHA.

Section 6: It is acknowledged that certain tasks performed involve a degree of hazard. To the extent feasible and practical, the Employer agrees to fully evaluate the need for protective devices and safety equipment in performing such work.

a. If an employee in the Unit believes any work situation puts their safety or health in immediate danger, then the Employer will not require the employee to proceed until and unless the division director, or designee, the Association representative and/or the Association President, and the Safety Officer, or designee, have reviewed the conditions, and the supervisor, or designee, and a Safety Officer, or Designee, certify that the danger is either controlled or nonexistent. Line supervision has the responsible authority for directing the employee to proceed following this decision. It is understood, also, that the Safety Officer, or designee, has full authentic to shut down any operation that they deem to be unsafe, even though line supervision objects.

b. If any doubt exists about the safety or health condition of any work situation and no question of immediate danger to life or limb is claimed, the matter will be taken up by the chief Association representative and the division director with the Occupational Safety and Health Officer as an advisor. If satisfactory settlement is not reached at this level, the question of safety or health condition will be taken to the Commanding Officer, or their designated representative, by the Association. Should this not settle the controversy, the matter may be taken, at the Association's option, to arbitration in accordance with the provisions of Article 24 of this agreement. At this proceeding, if the Navy so desires, a representative of Navy's Headquarters Safety Office may attend as an observer.

Section 7: The Employer will conduct safety training programs and safety programs in accordance with appropriate laws, rules and regulations. Management will notify employees of periodic courses in first aid.

Section 8: Any employee who sustains an injury on the job will be sent to the Occupational Health Clinic for determination of the degree of injury and/or ability to return to work. The employee will be advised of their right to elect treatment by the Occupational Health Clinic Personnel or a duly qualified physician or hospital of their choice in the local area. Time spent in securing management-ordered examination and emergency treatment for job-incurred injuries, will be in a pay status for the balance of the regularly scheduled shift or regularly scheduled overtime tour on the day of the injury, whether the employee is retained in the dispensary or sent home by medical authorities.

Section 9: The Halliburton Naval Hospital, MCAS, Cherry Point, is tasked with providing occupational health support for all FRC East employees. During regular business hours, employees who require medical assistance due to illness and/or injury may do so at the Occupational Health Clinic. After regular Occupational Health Clinic hours, employees who require medical assistance due to illness and/or injury may do so at the Halliburton Naval Hospital: if services are available. Employees who seek treatment at Halliburton Naval Hospital for non-work related injuries and illness may be billed for the service.

Section 10: The Employer will notify the Association Safety Representative of all lost-time accidents fullness's involving employees of the Unit, which occur at the FRC East. Such notification shall be made by the Occupational Safety and Health Officer and will not include names.

Section 11: The Employer agrees to make every reasonable effort to furnish heat, lights, ventilation, and noise control within the Unit. Where it is evident that a serious safety and/or health hazard exists, the term "every reasonable effort" will include giving the highest possible priority action, within the discretion of the Commanding Officer, for the use of labor or procurement of material needed to correct such conditions. In addition, under such adverse circumstances while waiting for procurement or release of needed labor, any possible interim alternate means for temporary relief, which may be feasible, will be utilized.

Section 12: It is agreed that employees assigned to work in areas which entail health hazards to personnel involved, will be given examinations of the type and with the frequency as provided by federally established safety standards. Such examinations will be conducted or arranged by the Occupational Health Physician. The Association or the employee may request additional examinations as the result of high exposure to dust, fumes, chemicals, etc. encountered during the employee's work assignments. In case of a dispute concerning the necessity, type and/or frequency of an examination, the Occupational Health Physician shall make a determination of the need for an examination and its frequency, on the basis of an on-site inspection. With employee consent, a copy of the Occupational Health Physician's findings and decision shall be furnished to the Association upon request such examinations shall be at no cost to the employee and will be conducted while the employee is in pay status. Employees may be required by management to have medical examinations to meet Federal or Navy regulations or to ensure the employee is physically able to perform job duties without risk of harm to themselves or others. These examinations do not include medical examinations for prescription safety eye wear or for specific needs for safety shoes.

Section 13: No employee shall be required to ride as a passenger on any vehicle unless it is equipped with a safe seating arrangement

Section 14: The Employer agrees to furnish suitable foot and eye protection (including safety shoes and prescription lenses) to those employees working in areas or occupations deemed hazardous by the Employer. The Employer agrees to provide one pair of safety shoes per year unless those shoes are damaged beyond use. The Employer will provide safety glasses with prescription lenses no more than once every two years provided they have a current prescription (no more than twelve months old).

Section 15: The Association shall have the right to appoint members and alternates to safety committees. The Association shall designate an Association Safety Representative. Alternates will serve on the Committee only in the absence of a regular member. It is recognized that to keep a committee effective, the number of members should not exceed 12 to keep committees to a good working size. Association representation may need to be accommodated by other Association members (non-Unit employees). In such cases, Association members shall have the right to attend committee meetings on an ad-hoc basis should the need arise. Also, the Occupational Safety and Health Office will post the meeting minutes so that the Unit employees have the opportunity to follow the committee's agenda and provide input to designated Association representation as necessary.

ARTICLE 28

CMC RESPONSIBILITIES

Section 1: In the event an employee is summoned for jury duty or jury qualification, he shall be paid at his basic rate for the time required from his normal work schedule to perform such duties. Such time shall be limited to the time necessary, not to exceed normal work hours per day.

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

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

Section 4: Except to the extent that such time off does not seriously interfere with Department of Navy operations, excused leave will be given to eligible employees for the purpose of voting in national, state, and local municipal elections or referendums. In this connection, employees will be excused without charge to leave for the purpose of voting on the following basis:

Within a range of zero (0) to forty (40) road miles, for a period of (3) hours after the polls open, or three (3) hours before the polls close, whichever will cause the least period of absence from the FRC EAST; over forty (40) to seventy-five (75) road miles, for a period of four (4) hours after the polls open, or four (4) hours before the polls close, whichever will cause the least period of absence from the FRC EAST; over seventy-five (75) to one hundred ten (110) road miles, for a period of five (5) hours after the polls open, or five (5) hours before the polls close, whichever will cause the least period of absence from the FRC EAST; or over one hundred ten (110) road miles on an individual case basis not to exceed normal work hours per day.

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

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

Section 7: When an employee is called and/or will be delayed in reporting for work during their regularly assigned duty hours, due to performing volunteer emergency rescue or protective work during their regularly assigned duty hours as a regular member of such a protective organization, i.e., Volunteer Fire Department, Rescue Squad, whether on or off station, the employee will notify bus/her supervisor as soon as practical and may be excused, subject to workload, consistent with 5 CFR 610.305 (c). Such excusals will be subject to receipt of written verification of such emergency service by the appropriate official of the volunteer organization. The written verification will include the time of call for the emergency rescue or protective work, type of emergency rescue or protective work provided, and the time of release.

ARTICLE 29

EMPLOYEE SERVICES

Section 1: The Employer will provide all tools necessary for the performance of assigned duties for all Unit employees. It is understood that employees will exercise reasonable care and responsibility for tools issued to them.

Section 2: The Association may express concerns or make recommendations in accordance with Article 6, Section 1, concerning cafeteria services to the Employer. The Employer will forward such complaints or recommendations to the appropriate Marine Corps Air Station officials.

Section 3: The Association shall be permitted to use the FRC East's internal mail. System for the purpose of responding to management correspondence. The Association will not use the internal mail system to conduct internal "Association Business". The Employer shall provide the Association with a complete listing of all drop codes for mail delivery and will include the Association on such list as a recipient for mail delivery and/or drop.

Section 4: Upon advance request by the Association representative, the Employer agrees that existing written regulations/local instructions maintained at Civilian Human Resource Office - East, Cherry Point, which relate to the personnel policies, practices and working conditions of the employees of the bargaining unit, will be made available for review by the Association representative during the office hours of the CHRO.

Section 5: Based on DOD policy, the FRC East will allow smoking only in designated areas outside of the FRC East. Employees are advised of designated smoking areas and times. All other breaks will be in accordance with FRC East policy.

Section 6: The Personnel Policy & Programs Division will counsel employees regarding entitlement to worker's compensation benefits, provide appropriate claim forms, and advise employees of their right to elect a treating physician

ARTICLE 30

GENERAL PROVISIONS

Section 1: The Employer agrees to furnish the Association, on a quarterly basis, a complete and up-to date mechanical listing of all employees in the Unit. Such listing shall include the name, occupation code, and shop location of each employee.

Section 2: It is agreed that no supervisor or other official of the Employer shall initiate or maintain any record of Unit employees other than those provided for in existing regulations or as required by this Agreement.

Section 3: The Employer agrees to make every reasonable effort to place an employee who has been restricted by the Employer's medical authority for LIGHT DUTY ONLY, on available work that will. Not aggravate his/her illness or injury, to avoid placing such employees on sick leave without their consent

NOTE: The intent of this Section is to provide work for employees for reasonable lengths of time, on light duty, to the extent permitted by availability of such work.

Section 4: Fitness-for-duty examinations will be conducted in accordance with applicable laws and regulations. The Employer agrees that prior to being submitted for a Fitness-for-Duty examination, the employee will be informed, in the presence of an Association representative, of the. Need for the examination. The Employer may require a Fitness-for-Duty based on private medical information. The expense of the examination when conducted by a medical official designated by the Employer, will be at no expense to the employee and the employee will be reimbursed for reasonable travel and per diem expenses incurred by the employee in undergoing such an examination. The employee may submit medical information from his/her personal physician for consideration by the Employer. Obtaining such medical information will be the responsibility of the employee and at his/her own expense. Employees who are required by the Employer to travel to a Federal medical facility or to a private physician for a Fitness-for-Duty examination ordered/required by the Employer will be carried inane excused absence status.

Section 5: Employees in the Unit will not be contacted on opinion surveys in regard to any matter subject to negotiations or consultations, unless each employee has been duly authorized by the Association to act as spokesman in regard to such discussions.

Section 6: The Employer agrees to make every reasonable effort to ensure that any employee covered by the provisions of this Agreement shall not suffer any lessening of his/her general working conditions or forfeit any benefits of this Agreement while on detail or assignment to another activity; provided, however, such employees will be expected to conform to the rules and regulations governing such matters as hours of work in effect at the temporary duty activity.

Section 7: Employees participating in the blood donor program may be excused for four (4) hours on the day such donation is made, provided the donation is made during duty hours.

Section 8: Unit employees shall be notified who their immediate supervisor is. Any change in the designated supervisor shall be made known to the employee as soon as the change is effective. Supervisors shall fulfill their responsibilities as set forth in this Agreement, Jaws, regulations, and local FRC East and Marine Corps Air Station Orders.

Section 9: The Employer may excuse employees from duty without charge to leave or loss of pay for the purpose of securing vehicle decals that are required for entry to the Marine Corps Air Station unless the Employer can arrange for such decals without the employee leaving the job.

ARTICLE 31

EMPLOYEE IMPROVEMENT PROGRAM

Section 1: The Employer encourages all employees in the Unit to participate in the Incentive Awards Programs. It is the desire of the Employer that all improvement ideas be processed in a timely and expeditious manner. In this regard, it is agreed that every reasonable effort will be made to reduce the in-process time required in processing improvement ideas. It is further agreed that employees who encounter unreasonable or unwarranted delays in receiving a final determination on the adoption or non-adoption of a submitted improvement ideas may take the matter up directly through, or accompanied by, the appropriate shop representative to the appropriate supervisor. The Employer or the shop representative shall have the right to investigate complaints regarding delays in processing improvement ideas and the Employer agrees to furnish all pertinent information as to the reasons for delays. It is further agreed the Association shall first contact the Employee Improvement Program Manager who will provide such information. In the Program Manager is unable to provide the information; the Association President may be contacted. Contacts will be made by telephone to the extent practical. The Employer further agrees that where unreasonable delays are found to exist, such action as is necessary to expedite the case in question will be initiated. For the purpose of this Agreement, any idea not finalized within one hundred twenty (120) days shall be considered unreasonably delayed. It is recognized that many ideas require more than one hundred twenty (120) days, in which cases the suggested will be so notified and will be given an estimated date that a decision will be reached.

Section 2: Employees are encouraged to discuss prospective suggestions with their immediate supervisor after they have been written and before they have been submitted. When the submitted suggestion is investigated, the investigator will discuss the suggestion with the suggested and have the suggested initial the form. Non-adoptions will be in writing and the suggested will be afforded an opportunity for a personal interview to ask questions and discuss the details of the non-adopt letter. Upon request, the suggested may be accompanied by the appropriate shop representative.

Section 3: An Association representative (Incentive Awards Enterprise Team) will, upon request, be authorized to review improvement ideas of bargaining unit members that are non-- adopted by the Employer.

Section 4: If the members appointed by the Association are not acceptable to the Employer, the Employer will inform the Association of the reason for non-acceptance and the parties shall meet in an effort to agree on members mutually acceptable to both the Association and the Employer.

ARTICLE 32

PARKING

Section 1: A reserved parking space will be provided for the Association President, the Vice- President, Secretary, Treasurer. Such parking spaces will be within reasonable walking distance of assigned working areas. In the event an employee holds two (2) of the above Association offices, that official will only be assigned one (1) reserved parking space.

Section 2: Upon request, the Association shall be provided a current copy of all reserved parking spaces.

ARTICLE 33

PUBLICIZING THE AGREEMENT

Section 1: Within one hundred twenty (120) days following the effective date of this Agreement the Employer will reproduce and distribute a copy of the Agreement to all employees currently assigned to the Unit. As a part of their orientation, new employees hired in a position included in the Unit will be provided a copy of the Agreement and advised of the contractual relationship between Management and the Union, and will be introduced to the steward of the shop to which they are assigned.

ARTICLE 34

DURATION AND CHANGES

Section 1: This Agreement as executed by the parties, shall become effective thirty (30) calendar days after execution or approval by the Secretary of Defense (Chief, Department of Defense Field Advisory Services (FAS), whichever comes first. It will remain in full force and effect for a period of three (3) years from that date. On the written request of either party, the parties shall meet to commence negotiations on a new Agreement or changes in this Agreement on the sixtieth (60th) day prior to the expiration date of this Agreement or on the first workday following that date if it should fall on other than a workday. Further, it is provided that this Agreement shall terminate at any time it is determined that the Association is no longer entitled to Exclusive Recognition under Title VII, P.L.95-454.

Section 2: This Agreement, except for its duration period as specified in Section If this Article, is subject to opening only as follows:

a. An Amendment(s) may be required because of changes made in applicable laws, Executive Orders, or regulations after the effective date of this Agreement in such event, the parties will meet for the purpose of negotiating such language that will meet the requirements of such laws, Executive Orders, or regulations. Such amendment(s) as agreed to will be duly executed by the parties and become effective on a date or dates agreed to as being appropriate under the circumstances.

b. It may be opened for amendment(s) by the mutual consent of both parties at any time after it has been in force and effect for at least six (6) months. Requests for such amendment(s) by either party must be in writing and must include a summary of the amendment(s) proposed. The parties shall meet within thirty (30) calendar days after receipt of such notice to discuss the matter(s) involved in such request(s). If the parties agree that opening is warranted on any such matter(s), they shall proceed to negotiate on amendment(s) to same. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendment(s) as agreed to will be duly executed by the parties.

c. It shall be opened for amendment(s) upon the written request of either party made within thirty (30) calendar days after receipt by either party of any order, instruction, or regulation of the Office of Personnel Management, Department of Defense, and Department of the Navy, which substantially alters the discretionary authority of the Employer with regard to any item dealt with in this Agreement Requests for such amendment(s) must include a summary of the amendment(s) proposed and make reference to the appropriate order, regulation, or instruction upon which each such amendment(s) request is based. The parties shall meet within thirty (30) calendar days after receipt of such request to open negotiations on such matters. No changes shall be considered except those bearing directly on and falling within the scope of such order, regulation, or instruction, and discretionary area(s) which the same delegates to the Employer. Such amendment(s) as agreed to by the parties will be duly executed by the parties.

Section 3: No agreement, alteration, understanding, variation, waiver or modification of any terms or conditions contained herein shall be made by any employee or group of employees with the Employer, and in no case shall it be binding upon the parties hereto unless such agreement *is* made and executed in writing between the parties hereto and the same has been ratified by the Association and approved by the Secretary of Defense.

Section 4: The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

Section 5: Within ninety (90) days following approval by Secretary of Defense, the Employer will reproduce and provide a copy of the Agreement to all employees currently assigned to the Unit. As a part of their orientation, new employees hired in position in the Unit will be provided a copy of the Agreement and advised of the contractual relationship between Management and the Association and of the designated Association officer responsible for representing their interest.

Section 6: Any amendment(s) to this Agreement agreed upon by the parties shall be reproduced by the Employer and distributed on the same basis as set forth in Section 5 above.

ARTICLE 35

VOLUNTARY ALLOTMENT OF ASSOCIATION DUES

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

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

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

c. The employee has voluntarily authorized such a deduction on Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, supplied by the Association.

d. Section A of SF -1187 has been completed and signed on behalf of the Association by an official authorized by the Association.

e. The completed SF-1187 is transmitted to the Civilian Human Resources Office -East (CHRO-E) Labor and Employee Relations Division, building 137, Mezzanine "B," or fax # 464-5321 so as to reach the office no later than 4:00 p.m. on the last Tuesday preceding the payroll period during which the initial deduction is to be made for certification of eligibility to have dues withheld. Such certification shall be completed by 11:00 a.m. on the following Wednesday.

f. The completed SF-1187 is transmitted to the Employer's Customer Service Office, so as to reach that office no later than 12:00 noon on the last Wednesday preceding the payroll period during which the initial deduction is to be made.

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

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

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

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

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

Section 6: An allotment for the deduction of an employee's Association dues may also be terminated, subject to the following conditions, by the employee personally through submission to the Customer Service Office of the Employer Standard Form 1188, Cancellation of Payroll Deductions for Labor Organization Dues (or individual substitute), hereafter referred to as SF- 1188, properly executed in duplicate by the individual employee. SF-1188 shall be furnished by the CHRO-East, Labor and Employee Relations Division, of the Employer.

- a. Employees may have their dues allotment terminated effective with the first full pay period following 1 September of each calendar year provided their dues withholding allotment has been in effect for at least one (1) full calendar year and the SF-1188 is received by the Customer Service Office during the period from 1 August through 15 August of the calendar year the revocation is to be effective.
- b. Those employees who do not meet the one (1) calendar year requirement in subparagraph 6a above may have their dues allotment revoked beginning with the first full pay period following completion of the one (1) calendar year period provided the SF-1188 is received by the Customer Service Office during the payroll period immediately preceding that with which the revocation is to be effective. Thereafter, Termination may be effected in accordance with the 1 September anniversary date and procedures relating thereto as covered in subparagraph 6a above.
- c. Receipt of an SF-1188 in the Customer Service Office during any of the periods referenced above is interpreted to mean during normal working hours and days of the Payroll Office and excludes non-working hours, non-work days and holidays, regardless of the calendar date(s) on which they may occur.

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

Section 8: The Payroll Official shall remit to the appropriate official of the Association (as designated by the Association) within one (1) week after each payday, all of the following:

- a. An Association Dues Remittance Report (in alphabetical order), which shall contain the name and employee number of each member of the Association on voluntary allotment, and the amount of the deduction, made for each such employee member. In addition, this report shall

identify any employee member whose salary for any reason is not sufficient to cover legal and required deductions and Association dues.

b. A check or Direct Deposit Electronic Funds' Transfer (DD/Jeff) drawn on the Treasury of the United States and/or made payable to the Association in an amount equal to the total of all such allotment deductions made.

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

Section 10: NAAB Local #2 shall be the only labor organization permitted to have Association dues deducted from the pay of any employee within the bargaining Unit as long as this Agreement is in effect.

ARTICLE 36

DRUG TESTING

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

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

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

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

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

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

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

IN WITNESS WHEREOF the Parties have executed this Agreement on this day of 23 December 2013.

FOR THE UNION:

President, LL #2

Team Member

Team Member

FOR THE EMPLOYER:

Colonel, U.S. Marine Corps
Commanding Officer

Fleet Readiness
Center East Cherry
Point, North Carolina

Chief Spokesperson for the
Employer

Team Member

Team Member

Approved by Department of Defense on: 9 January 2014

Ratified by LL#2 on 20 December 2013

Effective: 9 January 2014