

NEGOTIATED AGREEMENT

Between the

**MARINE CORPS AIR GROUND COMBAT CENTER
TWENTYNINE PALMS, CALIFORNIA**

and the

**INTERNATIONAL FEDERATION OF PROFESSIONAL and
TECHNICAL ENGINEERS (IFPTE), LOCAL 16**



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ARTICLE 1 - RECOGNITION AND UNIT DESIGNATION

Section 1. This agreement is entered into between the IFPTE Local 16, hereinafter referred to as the Union, and the Commanding General, Marine Corps Air Ground Combat Center, Twentynine Palms, California, hereinafter referred to as the Employer.

Section 2. The Union recognizes that all supervisors at all organizational levels between the Commanding General and professional employees act as agents of the Employer and that the Employer retains the responsibility to determine how the duties of its managers, as specified in this contract, are assigned. Whenever language in this agreement refers to specific duties of management officials, it is based on historical convention and is intended only to provide a guide as to how specific management duties might be assigned.

Section 3. The Employer recognizes that the Union is the exclusive representative of all employees in the Unit. This includes all non-supervisory professional employees, including but not limited to professional engineers, architects, accountants, educational specialists, social workers, and domestic violence counselors who are employees of MCAGCC, Twentynine Palms, California.

Section 4. The employer recognizes that the Union is entitled to act for and to negotiate agreements covering all employees in the unit. The Union recognizes its responsibilities of representing the interest of all such employees with respect to personnel policies, practices, procedures, or matters affecting working conditions, without discrimination and without regard to Union membership, subject to the articles set forth elsewhere in this agreement.

ARTICLE 2 - PROFESSIONAL NATURE OF EMPLOYMENT

Section 1. The Employer recognizes that all employees represented by the Union are professional employees, engaged in the performance of work requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning; requiring the consistent exercise of discretion and judgement in its performance; which is predominately intellectual and varied in character from routine, mechanical, or physical work; and which is of such character that the output produced or the result accomplished by such work cannot be standardized in relation to a given period of time. The Employer further recognizes that high standards are required for the credentialing of such employees.

Section 2. The Employer will allow for professional employees and the Union to fully participate with management in identifying problems and crafting solutions to better serve the customers and mission of the Marine Corps Air-Ground Combat Center. The Union and management will encourage and support joint efforts to improve quality and customer satisfaction. As provided by Executive Order 12871, *Labor-Management Partnerships*, the use of teams or subcommittees made up of both labor and management to develop organizational initiatives is anticipated.

Section 3. Upon request, labor and management, as provided by Executive Order 12871, will bargain on the subjects set forth in 5 USC 7106 (b) (1); specifically, the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty and the technology, methods, and means of performing work.

Section 4. Each report, study, or analysis prepared by a professional employee and issued either separately or as an attachment to a cover letter shall bear the name(s) and/or initials of the author(s).

Section 5. Professional employees will not be expected to work in nonprivate work areas. Office furnishings (partitions, cabinets, bookshelves) and layout will be used so as to provide the maximum amount of privacy and working space. The Employer will make every effort possible to ensure that no professional employee will be required to work in an office area of less than 120 square feet.

Section 6. The Employer shall encourage professional employees to maintain currency in their area of specialization through self-development. Supervisors will also encourage communication between employees in their group and with other professional people working on similar problems.

Section 7. The Employer agrees to maintain a continuing effort to encourage and provide employment related training. The Union may bring unresolved or unreported training problems to the attention of appropriate management personnel for discussion and/or action as deemed necessary.

ARTICLE 3 - RIGHTS OF EMPLOYEE

Section 1. The Employer and the Union shall protect the right of all professional employees to freely join and assist the Union or refrain therefrom. The freedom of such employees to assist the Union shall extend to participation in the management of the Union and to acting for the Union in the capacity of designated Union representatives, including the presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority except as expressly prohibited by the Civil Service Reform Act (CSRA).

Section 2. The Employer shall practice no interference, restraint, coercion, or discrimination so as to encourage or discourage membership in any labor organization.

Section 3. When the Employer changing the working conditions of an employee, including moving an employee from one work area to another, the employee's immediate supervisor shall provide the Union and the employee with reasonable advance notice of not less than two weeks unless the change is critical to the mission.

Section 4. In the event an overpayment has been made to an employee, the Employer will notify the employee of the applicable rules and regulations concerning waiver of repayment. If it is determined an overpayment must be repaid by deduction from the employee's pay, the Employer shall notify the employee prior to making the deduction. If under existing regulations a repayment schedule is possible for an overpayment, the employee will be given the opportunity to utilize the repayment schedule.

Section 5. The Employer shall notify the Union before taking any action that would effectively preclude a Union Officer from acting in his or her Union office, and shall provide legitimate justification therefore. A grievance asserting violation of this section will commence at the second step.

Section 6. The Employer shall notify the Union of any formal discussions between the Employer and employees concerning grievances, personnel policies and practices, or other matters affecting the general working conditions of any employees in the unit. The Employer shall not prohibit Union representation at such discussions. When the unit employee(s) involved object to the Union's presence, the Union agrees to consider waiver of its right to represent employees in such formal discussions.

ARTICLE 4 - RECORDS

Section 1. Official Record Requirements. The Employer shall maintain an Official Personnel Folder for each employee in accordance with applicable law, rule or regulation.

Section 2. Access to Records.

a. Employees, or their representatives authorized in writing, shall have reasonable access to examine any document in their Official Personnel Folder with the exception of records restricted by applicable law or regulation.

b. Upon reasonable request of an employee or authorized representative, the employer will provide without cost to the employee a copy of any document in the Official Personnel Folder not restricted by law or regulation. The employee recognizes his or her responsibility to safeguard any copy so provided.

c. Employees will have reasonable access to and copies of their own medical records maintained by the government and under the control of an activity except as restricted by applicable law or regulation.

d. The term "reasonable" as used in this section includes but is not limited to consideration of such matters as the timeliness of the request, the frequency of such request, the cost of copying and the quantity of documents requested.

Section 3. Outdated Records. The Official Personnel Folder will be maintained as required by the Federal Personnel Manual. Upon review, any material not authorized to remain in the Official Personnel Folder will be removed and disposed of in a manner consistent with protecting the sensitivity of the material.

Section 4. Supervisor's Notes.

a. Notes or diaries maintained by a supervisor with regard to his or her work unit or employees are not official records but are merely an extension of the supervisor's memory.

b. Such notes or diaries, to the extent that they contain personal observations on individual employees, must be maintained in a secure and private manner and will not be disclosed to any unauthorized person. In those cases where an employee ceases to be supervised by an individual, the personal notes of that supervisor shall not be transferred to the employee's new supervisor.

c. These notes and diaries may not be used as documentary evidence in a disciplinary or adverse action.

ARTICLE 5 - PROVISIONS OF LAWS AND REGULATIONS

Section 1. Parties to this agreement recognize that bargaining shall not be inconsistent with Federal law or with Government-wide rules or regulations. It is therefore agreed that nothing in this agreement is intended to conflict or be inconsistent with any Federal law or with any Government-wide rule or regulation. The terms used in the Agreement are as defined in this agreement and in existing Government-wide rules and regulations.

Section 2. It is agreed that any agency or Marine Corps regulation issued during the life of this Agreement will not be applied if such application would be inconsistent or in conflict with existing provisions of this Agreement. Rules and regulations in existence at the time this Agreement is approved and which are not in conflict with this Agreement remain in effect. Any modifications, revisions, or termination of these rules and regulations are matters for collective bargaining.

Section 3. The Employer agrees to treat all employees in the bargaining unit fairly and equitably when applying agency regulations, regulations of higher authority, or established procedures.

Section 4. The requirement of this Article shall apply to all supplemental, implementing, subsidiary, or informal agreements between the parties.

ARTICLE 6 - APPROPRIATE MATTERS FOR NEGOTIATIONS

Section 1. The Union, as representative of the employees within the Unit, shall have the right and the responsibility to present its views to the Employer, either orally or in writing on any matter of concern which is appropriate for discussion and negotiation

Section 2. Matters appropriate for discussion and negotiation between the Union and the Employer are personnel policies, practices, issues of mutual concern arising from the Labor/Management Partnership, and matters affecting working conditions of employees in the Unit under the discretion of the Employer. Amendments or supplements to this Agreement may be negotiated as provided in Article 33, "Duration and Changes."

Section 3. Before issuing or modifying MCAGCC instructions and notices concerning personnel policies and practices affecting working conditions, the Employer will notify the Union, in writing, and provide for a discussion between the parties. The Union may request to meet and confer or may furnish written comments on matters submitted by the Employer. Requests to meet and confer will be handled in accordance with Section 4 below. Written comments submitted in place of a request to meet and confer will be considered by the Employer prior to any modification or issuance of the new instruction or notice. If these written comments are not agreed to by the Employer, the Union and Employer will meet and confer within 5 workdays of Employer's decision about the written comments.

Section 4. The parties agree that there is an obligation to meet and confer on changes to personnel policies, practices, and matters affecting working conditions of employees in the Unit. When changes in policies, practices, and matters are proposed by the Employer, the Employer agrees to meet with the Union negotiating team, in the following manner:

a. Upon receipt of the Employer's proposed changes, the Union, if negotiations are desired, shall have 10 workdays to submit a written request for negotiations

b. The parties shall, within 10 workdays from receipt of the Union's request to bargain, commence negotiations.

c. Once commenced, negotiations will continue according to mutually agreeable ground rules until agreement on the disputed change can be reached or, if necessary, until the Federal Mediation and Conciliation Service or Federal Service Impasse Panel resolves the issue.

Section 5. Requests for changes of the time limits stated in this article may be submitted by either party for approval by the other party. Such changes shall pertain only to the matter under discussion or negotiation and only for the duration of such discussions or negotiations. Such changes are for courtesy only and shall in no way be considered a modification of this Agreement.

ARTICLE 7 - UNION REPRESENTATION/OFFICIAL TIME

Section 1 Union officers and stewards shall be designated by the Union. The Employer agrees to recognize these designated officers and stewards as employee representatives. Unless official time has been authorized by law or this agreement and approved according to the procedures of this Article, representational activity shall be performed on the nonduty time of the employees involved.

Section 2 The Employer will grant reasonable official time to Union officers and stewards, if they are otherwise in a duty status, to:

- a. represent bargaining unit members or the Union in the preparation and presentation of grievances to management;
- b. hear and respond to grievances initiated by the employer;
- c. serve as the Union's representative in the preparation and presentation of an adverse action or discrimination complaint hearing, where the employee has designated the Union as his/her representative;
- d. represent the Union in formal discussions involving personnel policies, working conditions, or grievances between bargaining unit employees and management;
- e. negotiate with management, including contract negotiations, memorandums of understanding to modify the current contract, negotiations mandated by arbitration, or any other type of collective bargaining negotiations;
- f. serve on joint labor-management related committees as authorized by management;
- g. prepare for and attend meetings arranged and called by management officials, whether requested by management or the Union for any valid purpose;
- h. represent an employee in a compensation claim;
- i. conduct investigatory interviews between supervisors and employees, or between levels of management, or comply with an authorized investigatory agency;
- j. attend Union sponsored training sessions;
- k. participate in Federal Labor Relations Authority and Federal Services Impasse Panel proceedings;
- l. represent an employee at an arbitration hearing;
- m. perform those functions stated elsewhere in this agreement for which official time has been expressly provided.

Section 3 The Employer agrees to allow Union Representatives time away from the job without loss of pay to discuss with employees or with cognizant officials of the Employer, grievances and other appropriate matters. This time is recognized to be in a work status. A unit employee may contact a Union Representative directly by phone or through the employee's supervisor. A private area for discussion will be provided or the employee shall be granted permission to hold this meeting in the Union office, if requested.

Section 4 The Union shall supply the Employer, in writing, with a complete list of names of recognized Union Representatives within 10 workdays after the Agreement is effective.

Section 5. Upon advance request of the Union and provided space is available, the Employer will provide the Union with facilities to hold meetings. Such meetings will be held outside of the normal working hours of the employees involved.

Section 6. The Employer agrees to provide reasonable space and furniture in which to enable the Union to maintain an office. The location of the office space and size is to be determined by mutual agreement of the parties. The office will contain three work stations and accommodate a conference of 15 persons. Upon request, the Employer will provide one (1) class-A phone line. Toll calls from this line will be at Union expense.

Section 7. Union Representatives may receive training, briefings, and orientations on matters mutually beneficial to the parties. Reasonable official time each contract year will be granted for use by permanent Union Representatives for training. Permanent replacement Union Representative(s) will be granted reasonable official time for training upon assumption of Union Representative duties.

Section 8. The Employer agrees to distribute copies of this Agreement to all unit employees. A copy of this Agreement will also be given to each new unit employee at the orientation meeting. The cost of printing this Agreement will be borne by the Employer.

Section 9. The Employer will give the Union opportunity to participate in the development and production of any recorded presentations provided to newly hired employees who belong to the bargaining unit.

Section 10. The Union will be provided reasonable opportunity to participate in any live orientation provided to newly hired employees. During such orientation, the Union's status as the exclusive representative of the unit will be explained, even if a Union representative is not present.

Section 11. The Employer shall notify the Union within ten (10) calendar days after all new unit employee hires/ transfers. This will enable the Union to set up an appointment, via the supervisor, for the purpose of introducing the new employee to a Union Representative. Official time will be granted to the unit employee and Union Official for this meeting.

Section 12. The Union will designate Union Representatives who, upon submission of an agenda, will meet with the MCAGCC Commanding General, or a mutually agreeable representative. This agenda must be submitted at least seven (7) workdays in advance of the meeting, and contain a brief summary of each item to be discussed.

Section 13. The Union shall have the right to have Union Representatives on each of the Committees, Boards, or Panels (excluding employee selection panels) directly affecting the working conditions of the employees in the unit.

Section 14. The Employer agrees to furnish to the Union quarterly, a complete and up-to-date listing of all employees in the unit. Such listing shall include the name, classification, grade, position title, office symbol. This listing may be made by electronic data transfer or any other mutually acceptable method.

ARTICLE 8 - WORK SCHEDULES

Section 1. The Employer and the Union recognize that professional employees are ideally suited to utilize Alternate Work Schedules (AWS). AWS, including compressed work schedules and alternate work schedules described in this contract and Combat Center Order 12620.1, shall be available to all professional employees at MCAGCC unless the Employer demonstrates a compelling need to preclude the use of AWS. Upon notification and negotiation with the Union, each MCAGCC Directorate and Associate Organization may establish specific conditions within these guidelines which best fit their mission needs.

Section 2. The administrative work period shall be fourteen (14) days, 0001 Sunday through 2400 Saturday. Tuesday through Thursdays of each week are the core days for each work period. 0600 through 1800 is the working window of each workday. Employees may request a standard work schedule or any of the AWS's included in Combat Center Order 12620.1. Generally, an employee will be scheduled to work the same hours each day of the basic work period. Non-standard schedules not included in Combat Center Order 12620.1 may be implemented upon mutual agreement of the Employer and employee and approval of the appropriate authority.

Section 3. Employees within the unit are granted a fifteen-minute rest period in the first half of the shift and a fifteen-minute rest period in the second half of the shift.

Section 4. When administrative excusal is authorized by the Employer because of extreme weather conditions, breakdown of equipment, fires, floods, or other natural phenomena, all eligible employees who report or are scheduled to report for work and whose services are not specifically required may be excused as authorized by regulation.

Section 5. Except when the installation commander determines that MCAGCC would be seriously handicapped in carrying out its functions or that costs would be substantially increased, he or she shall notify employees in the unit at least three (3) weeks in advance of any permanent change in their work schedule. If the Employer and all unit employees affected by the contemplated change in schedule mutually agree, the Employer may implement the change before the three week period expires.

Section 6. The bargaining unit employees, as professionals, will be responsible for adhering to the basic work period requirement. Employees will take responsibility for making their supervisor aware of their arrival/departure time from the work area. The Employer will not require employees to punch a time clock to establish arrival/departure times.

Section 7. During temporary duty changes (i.e. temporary assignments to other duty locations) the employee shall conform to the duty hours of the temporary duty location to which he/she is transferred if the professional employee's regular schedule would have adverse affect on the unit's ability to complete its mission. If so, employee will work sufficient hours upon return from the temporary duty to complete his or her administrative work period.

ARTICLE 9 - OVERTIME AND COMPENSATORY TIME

Section 1. Over time is defined as work performed in excess of a scheduled work day or work period, which is officially offered or approved as overtime. Such overtime shall be compensated for in accordance with applicable law or regulation by overtime pay or by compensatory time off. Scheduled overtime is overtime which is scheduled prior to the beginning of the administrative workweek in which it occurs. Emergency overtime is a non-recurring work situation arising unexpectedly or one calling for prompt or urgent action.

Section 2. Overtime work will not be assigned to an employee as a reward or penalty, but solely in accordance with the Employer's need consistent with work load requirements. Each supervisor will ensure that their employees are paid for all regularly scheduled and emergency overtime.

Section 3. In assigning employees to overtime work, the Employer will give first consideration to those employees who are currently assigned to that job. If an employee expresses a desire not to work overtime, the Employer shall, upon request, excuse an employee from the overtime work assignment if the Employer determines that another qualified employee is available and willing to work. The Employer will request qualified volunteers for overtime work and assign work first in the order of highest seniority. In the event that there are no volunteers available, overtime will be assigned in order of reverse (lowest) seniority. Seniority will be based on service computation date. The Employer agrees to give employees as much advance notice as circumstances permit when assigning overtime work. Supervisors will give due consideration to employees who are legitimately unable to work overtime.

Section 4. When an employee is called back at a time outside of scheduled hours of work to perform unscheduled overtime work of less than two (2) hours duration, the employee will be paid for a minimum of two (2) hours.

Section 5. It is the current policy of the Employer not to require any employee to work more than sixteen (16) hours in any twenty-four (24) hour period. If the Employer determines that a change in this policy is required, the Employer will bargain with the Union over the impact and implementation of the change.

Section 6. It is the current policy of the Employer not to require any employee to work more than ten (10) consecutive days. If the Employer determines that a change in this policy is required, the Employer will bargain with the Union over the impact and implementation of the change. However, the employee may volunteer to work more than 10 consecutive days.

Section 7. Compensatory time off shall be granted for the equivalent compensatory time worked in increments of one-tenth (1/10) hour. An employee shall be entitled to request that overtime time worked be converted to compensatory time worked.

Section 8. The Employer will grant overtime for all time that an employee is required to travel outside of his or her regularly scheduled hours of work in accordance with law, rule and regulation.

Section 9. Premium pay due an employee shall be paid within one pay period following the assignment. The employer agrees to expeditiously investigate complaints of late payment of premium pay and to expend all reasonable effort to assure the employee is paid in a timely manner.

Section 10. An employee will be given written notification, by the department head or assigned designee, when the employee is assigned to "regular scheduled stand by duty" and will be paid in accordance with law and regulation.

Section 11 If closure of the MCAGCC is anticipated and planned for during a period, eligible unit employees may be given the opportunity, if work is available, to accumulate compensatory time for use during the closure period.

ARTICLE 10 - ANNUAL LEAVE

Section 1. Employees shall accrue annual leave in accordance with applicable regulations; such leave is provided for two (2) general purposes:

a. To allow every employee an annual vacation period of extended leave for rest and recreation, and

b. To provide periods of time off for personal and emergency purposes.

Section 2. The Union and the Employer agree upon the desirability of leave schedules which provide for continuous vacation periods of two (2) weeks or more for those employees who have sufficient leave due and accrued for the purpose. Every reasonable attempt consistent with work load and equitable treatment will be made to satisfy the desires of employees with respect to the scheduling and approval of annual leave. When a conflict occurs in leave scheduling and all other factors are equal, length of service as established by the Service Computation Date should be used to resolve the conflict.

Section 3. Requests for annual leave will be made on SF-71 "Application for Leave" or informally as allowed by the immediate supervisor. Annual leave will be charged in 1/2 hour increments.

Section 4. Employees who are prevented from working due to interruptions or suspensions of work operations which arise during their regular shift hours may be granted administrative excusal with pay and without charge to annual leave in accordance with applicable law and regulation.

Section 5. If the Employer schedules or effects a shutdown of activities, every effort will be made by the Employer to provide work for employees who do not have annual leave credits. If work cannot be provided for such employees, annual leave may be advanced upon request, to the extent permitted by applicable regulations. The Employer shall provide written notice to the Union of any scheduled shutdown of activities prior to the shutdown.

ARTICLE 11 - SICK LEAVE

Section 1. Employees shall accrue and use sick leave in accordance with applicable laws and regulations.

Section 2. Requests for sick leave will be made on SF-71 "Application for Leave" or informally as allowed by the immediate supervisor. Sick leave will be charged in 1/2 hour increments.

Section 3. The Employer will not normally require a medical certificate to support an application for sick leave of three (3) workdays or less.

Section 4. Employees requesting sick leave for periods of more than three (3) consecutive workdays must ordinarily submit a physician's or practitioner's certificate after returning to duty. When the illness does not require the services of a physician or practitioner, the Employer shall accept an employee's signed statement explaining the nature of his or her ailment in lieu of a certificate.

Section 5. The Employer agrees to advance sick leave to career or career-conditional employees incapacitated for duty by serious illness or disability within the limits allowed by law or regulation.

Section 6. The Employer shall grant sick leave for emergencies or illnesses involving family members in accordance with applicable laws and regulations.

ARTICLE 12 - LEAVE OF ABSENCE AND EXCUSED LEAVE

Section 1. Employees may request leave without pay (LWOP) in accordance with applicable laws and regulations. The Employer will grant a request for LWOP unless he or she can show that the Employee's absence will adversely impact the base mission. The Employer shall allow the employee to suggest methods of implementation which will eliminate or mitigate any adverse impact on the mission. The Employer will give such suggestions full consideration and if the Employer still refuses to grant LWOP, he or she will justify this refusal in light of the requesting employee's suggestion for implementation.

Section 2. Employees may request accrued annual leave or LWOP to accept temporary positions with labor organizations, attend extended training, or to attend conventions or meetings of labor organizations. Such leave shall not exceed one (1) year for each application.

Section 3. Employees in approved leave without pay status accrue all rights and privileges regarding service credit, retention rights during a reduction-in-force, retirement benefits, and coverage under Group Life Insurance and Federal Employees health Benefits Programs in accordance with applicable laws and regulations.

Section 4. In accordance with appropriate regulations and subject to workload scheduling and manpower requirements, the Employer shall grant excused time without charge to leave of loss of pay to an employee:

a. whose services have been requested by an authorized Civil Defense Official, and who is designated to participate in pre-emergency programs and test exercises for a period not to exceed forty (40) hours during a calendar year;

b. whose services have been requested by the Red Cross, a county Search and Rescue team, or other emergency response organization, and who is designated to participate in emergency response operations, for a period not to exceed forty (40) hours during a calendar year;

c. who is a veteran to participate as an active pallbearer or as a member of a firing squad or honor guard in funeral services of members of the armed forces returned from overseas for final interment in the United States. Such excusal shall be for as much time as necessary but shall not exceed eight (8) hours pay;

d. who attends the funeral of an immediate member of his family who dies as a result of wounds, disease, or injury incurred while serving in the armed forces within a combat zone. The length of the excusal will be for as much time as necessary but shall not exceed three (3) days pay.

Section 5. An employee who is tardy for less than one-half (1/2) hour, or an employee who needs to be absent from his assigned work for a period of less than one-half (1/2) hour, may be excused without charge to leave or loss of pay.

Section 6. Upon request of an employee, the Employer may grant LWOP for other purposes where improved performance or health would result, especially for pregnancies and other family oriented incapacitation.

Section 7. The Employer shall consider requests for LWOP in accordance with applicable laws and regulations. Employees shall request extensions of LWOP in writing. The Employer will make all efforts to accommodate LWOP and in the event of denial will provide a written statement to the employee of reasons for denial and what efforts were made to accommodate the request.

ARTICLE 13 - DISCIPLINARY AND ADVERSE ACTIONS

Section 1. The employer shall not initiate disciplinary actions or adverse actions for disciplinary purposes without just cause. The Employer and the union agree that the intent of such action is to correct, not to punish an employee. Thus, such action should be of a progressive nature and penalties imposed should be the minimum which may reasonably be expected to correct the employee and maintain good discipline and morale.

Section 2. Disciplinary actions are informal actions such as oral admonishments and letters of caution or requirements, and formal actions such as letters of reprimand and suspensions of fourteen (14) calendar days or less.

Section 3. Adverse actions are suspensions of more than fourteen (14) calendar days, reductions in grade or pay, furloughs of thirty (30) calendar days or less, and removals. Adverse actions include actions that are non-disciplinary in nature. Adverse actions must be fair and consistent with applicable laws and regulations governing such actions. The Employer may not take adverse action against an employee except for such cause as will promote the efficiency of the service.

Section 4. The Employer will conduct any oral admonishment in private. This includes any discussions which would negatively affect the reputation of the employee were it conducted in the office area. The supervisor will constantly be sensitive to the fact that he or she is dealing with a professional employee and will conduct any admonishment with this in mind. The employer will advise the employee of the reasons for the admonishment and the facts which led to the conclusion that it was warranted.

Section 5. Prior to initiating any disciplinary or adverse action against an employee, the immediate supervisor or other appropriate personnel will make a preliminary inquiry or investigation to ensure that the facts in the case warrant such action. If such inquiry or investigation warrants disciplinary action, the Employer shall meet with the employee to discuss the results of the investigation and any proposed disciplinary action. The Employer shall provide the employee with reasonable advance notice of the time and purpose of the meeting. The employee may reschedule the meeting if necessary and has the right to have a Union representative at the meeting. An employee who is not in duty status may waive the right to such a meeting. If the employee attends the meeting with a Union representative, the Employer may request the presence of a technical advisor. All parties to this meeting shall act in good faith to avoid the imposition of any proposed formal disciplinary action or adverse action of a disciplinary nature.

Section 6. When the Employer determines that disciplinary or adverse action is necessary, he or she will impose the action in a timely manner and promptly inform the employee in writing of the specific reasons for the action. The written notice shall include a report of the meeting described above and a description of the proposed action, or a letter of reprimand, and will be issued in a timely manner after the Employer becomes aware of the alleged occurrence.

Section 7. The employee may appeal adverse actions as provided in 5USC 7701.

Section 8. All documentation describing proposed actions shall contain the declaration that the Employer has made no final decision and that the employee will be notified of the final decision after his or her reply has been considered or after the time allowed for reply if none is received.

Section 9. The employee shall have fifteen (15) days after notification or any proposed disciplinary or adverse action to respond orally and/or in writing to the appropriate group supervisor or division head before such action may be taken. Normally, the deciding official will receive the reply. The deciding official shall consider the reply before issuing a final decision.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 1. The Employer and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance, in good faith, by an employee shall not cast any reflection on his or her standing with the Employer or loyalty and desirability to the organization, nor should the grievance be considered as a reflection on the Employer.

Section 2. The purpose of this Article is to provide a mutually satisfactory and expeditious method for the settlement of grievances. A grievance is any complaint:

- a. By any Unit employee concerning any matter relating to the employment of the employee.
- b. By the Union concerning any matter relating to the employment of any Unit employee.
- c. By any Unit employee, the Union, or the Employer concerning:

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

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

Section 3. When conducting a discussion of a grievance, the employee and the employee's representative (Attorney, Union, etc.) will be granted privacy. Employees serving as witnesses at any step in the grievance procedure will suffer no loss of pay or charge to leave while serving in that capacity. Grievances will be processed during regular work hours. The employee, the Union Representative, and witnesses will have reasonable official time to prepare the grievance at each step.

Section 4. Employees of the Unit may present their own grievances without the intervention of the Union so long as the adjustment is not inconsistent with this Agreement. The Employer shall notify the Union of such grievances and adjustments and the Union shall have the opportunity to be present at any discussion(s), including the adjustment, concerning the grievance. If the adjustment, in the judgment of the Union, is inconsistent with the Agreement, the Union shall have the right to appeal such adjustment. The employee may not personally invoke arbitration.

Section 5. Employees may grieve letters of reprimand and suspensions of fourteen (14) calendar days or less under the provisions of this Article. Employees may appeal adverse actions (removal, suspension of more than fourteen (14) calendar days, reduction in grade, reduction in pay, and furlough of thirty (30) days or less) or the Union may refer the matter directly to arbitration. In an adverse action appeal hearing before the Merit System Protection Board (MSPB), an employee may choose to be represented by the Union. A Union representative may be present as an observer.

Section 6. Parties may waive Step 3 of the grievance procedure and submit the grievance directly to arbitration only by mutual consent of the Union, the Employer, and the grievant.

Section 7. The aggrieved party shall submit a grievance within fifteen (15) days after awareness of the event which gave rise to the grievance. The parties agree it is preferable to settle grievances at the lowest supervisory level and that the supervisor shall hold the meeting in a location which provides privacy. A grievance between an employee and Employer shall be processed in the following manner:

Step 1. The aggrieved employee shall first take up the grievance with the immediate supervisor except in the case of grievance of performance appraisal and reprimands which shall be taken up with the next-level supervisor above the supervisor taking action. In cases of suspension of fourteen (14) calendar days or less the process shall begin at step 2. The employee may choose to be represented by the Union. Normally, only the supervisor involved, the grievant and the Union representative may be present.

at the first step grievance meeting unless all parties agree to allow the presence of other persons. A meeting will be scheduled at a mutually agreeable date and time. For grievances made in writing, the supervisor shall give his or her decision in writing, to the employee and Union representative, within five (5) workdays. If the decision is not satisfactory to the grievant or the Union, they may appeal by elevating the grievance to step 2.

Step 2. If the parties reach no satisfactory settlement at step 1, the grievance shall be reduced to writing in a form mutually agreed to by the Employer and the Union. The grievance will include the remedy desired by the grievant. The grievance shall be submitted to the Director of the appropriate Directorate within fifteen (15) workdays after receipt of the first step decision. The Director shall hold a meeting on the grievance with the employee, the union representative, if any, and the appropriate management official(s) and/or technical advisor within seven (7) workdays after receipt of the grievance. The Director will review the submitted grievance and supplements and issue a decision on the grievance. All data, records, letters, reports, and any other information used to reach a decision will be given to the Union for review prior to the decision being made. The Director will issue a decision within 10 calendar days from the date of the meeting. The Director shall send the decision to the grievant and a copy to the grievant's representative. If the decision is not satisfactory to the grievant or the Union is still dissatisfied after receiving the decision at Step 2, the grievant or the Union may appeal by elevating the grievance to step 3.

Step 3. If the parties reach no satisfactory settlement at step 2, the employee or Union President may submit the grievance in writing to the MCAGCC Commanding General or Chief of Staff (the deciding official) within ten (10) workdays after receipt of the step 2 decision. The grievance will contain the results of steps 1 and 2 and why they are not acceptable. The grievance will also contain arguments and rebuttals to the step 2 decision. The deciding official shall assess the grievability of the appeal and notify the Union of acceptance for consideration or denial within five (5) workdays. Upon accepting a grievance for consideration, the deciding official may appoint a fact-finding team to investigate the grievance. Such team will consist of at least one Union official approved by the Union President. The fact-finders will conduct an in-depth and thorough investigation including review of documents, affidavits, and other evidence. The fact-finders will discuss the investigation process with the grievant and the Union to clarify facts, issues, arguments and rebuttals. The investigation will be fair and impartial with the object being a just result. Any further information used in the investigation will be provided to the union representative. Unless the Employer and the Union agree otherwise, the fact-finders will conclude the investigation within twenty-one (21) days. Following the investigation, the fact-finders will prepare a formal report and submit it to the deciding official and to the Union. The report shall respond to all issues raised in the grievance. The fact-finders shall submit the completed report to the deciding official within five (5) workdays of the conclusion of the investigation. The deciding official will make a decision within five (5) workdays of receipt of the report, and explain the decision in writing to the grievant and to the Union. If the Employer rejects the grievance as non-grievable, no investigation is necessary. If the decision is not satisfactory to the employee or the Union, the Union may advance the grievance to Arbitration.

Step 4. If the Union is not satisfied with the decision rendered in step 3, the Union may, within fifteen (15) workdays thereafter, give formal written notice to the Employer that the unresolved grievance will be referred to arbitration. If the Union invokes arbitration in a case when an employee is removed from employment, the parties agree to expedite the arbitration process.

Section 8. Time limits specified in this article may be extended by mutual agreement of the parties. All reasonable requests for extension should be granted in the interest of settling grievances at the lowest level.

Section 9. At each step of the grievance procedure the Union may call employee witnesses who shall be allowed to testify and who shall suffer no loss of pay or charge to leave for such services. The Employer shall, upon request, provide the Union copies of pertinent documents and other records for the purpose of substantiating any claims of the parties.

Section 10. If two (2) or more employees have identical grievances, the Union may initiate a group grievance or select one employee's grievance for processing and the outcome of that grievance shall be applicable to the other employees concerned. The Union shall notify the Employer in writing of the applicability of one grievance to other identical grievances within the time limits specified in step 1.

Section 11 Should any grievance arise between the Employer and the Union, the grievant (either Union or Employer) will inform the other party in writing of such grievance within twenty-one (21) calendar days of the occurrence which gave rise to the grievance, or twenty-one (21) calendar days after the grievant becomes aware of the event or occurrence prompting the complaint. The President of the Union and the MCAGCC Commanding General (or their designees) will meet within ten (10) workdays of such notification and make an earnest effort to resolve the matter through consultation and discussion. Within ten (10) workdays of the meeting, the respondent party will reply in writing to the grievant stating its position concerning the disputed issue(s). If upon receipt of the respondent's reply the matter remains unresolved, the moving party may refer the grievance to arbitration. Prior to submission of a grievance to arbitration, the parties shall meet to attempt to confirm the issues to be submitted to arbitration. More than one case may be presented at an arbitration hearing.

ARTICLE 15 - ARBITRATION

Section 1. If the Employer and the Union fail to settle any grievance processed in accordance with the grievance procedure, then such grievance shall, upon written request by the party desiring arbitration, be referred to arbitration. The grievant shall submit such written request no later than fifteen (15) workdays following the receipt of the written decision at the third step.

Section 2. The Employer and a representative of the Union will meet within five (5) workdays from receipt of an arbitration request for the purpose of selecting an arbitrator. If agreement cannot be reached on an arbitrator known to the parties, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators. Representatives of the parties shall meet within seven (7) workdays after receipt of such list. If they cannot agree on one (1) of the listed arbitrators, then the Employer's representative and the Union representative will each strike one (1) arbitrator's name from the list of seven (7) and shall then repeat this procedure. A coin toss, or other mutually agreeable method, shall determine which party will strike the first name. When each party has struck three (3) names, the remaining name shall be the duly selected arbitrator. Either party may then notify the Federal Mediation and Conciliation Service of the selection.

Section 3. The fee and per diem expenses of the arbitrator and the cost of transcripts if mutually desired shall be borne equally by the Employer and the Union. If transcripts are not mutually desired, then either party may elect transcripts at its own expense. The arbitration hearing shall occur during the regularly scheduled workweek. The employee representative, the aggrieved employee, and witnesses shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to leave.

Section 4. The Employer shall provide facilities for the arbitration of grievances.

Section 5. The arbitrator will determine the procedure for the conduct of the arbitration proceeding. In an employee-initiated grievance, the grieving employee shall be in a pay status for the duration of the arbitration hearing. The parties will exchange witness lists at least ten (10) days in advance of the arbitration hearing. Such witnesses who are employees shall be in a pay status to the extent necessary to permit their testimony. Upon request from the Union, the Employer shall arrange employee witnesses' work schedules to place them in duty status during the arbitration hearing. One employee, designated by the Union as its representative, shall be authorized official time for the duration of the hearing.

Section 6. The parties shall attempt jointly to frame the issues for the arbitrator. If they cannot agree on the framing of the issues, each party shall separately frame the issues and the arbitrator will determine the issues to be heard. If a dispute involves issues of grievability, the arbitrator shall decide any such issues before proceeding to the merits.

Section 7. The parties will request the arbitrator to render a decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the closing of the record unless the parties otherwise agree. The arbitration award will be binding except that either party may file exception to an arbitrator's award with the Federal Labor Relations Authority under applicable laws and regulations.

Section 8. The arbitrator shall not change, modify, alter, delete, or add to the provisions of this Agreement. Such right is the prerogative of the Employer and the Union only.

ARTICLE 16 - POSITION DESCRIPTIONS

Section 1. The Position Classification Program shall be conducted within the guidelines issued and authority delegated by the Office of Personnel Management (OPM). The Employer agrees to maintain current and accurate position descriptions for all positions in the Unit, in accordance with existing instructions. In the event of reorganizations, transfers and all related actions where Unit employees' positions or existing position descriptions are changed, the Employer agrees to take action to ensure timely classification of the positions.

Section 2. The Employer shall not raise or lower the licensing requirements for continued employment in any professional position arbitrarily. If a compelling need for changing such requirements arises, such as new legislation or a change in professional standards throughout the industry, the Employer will provide training for affected employees and reasonable time for the completion of such training.

Section 3. Upon request by a Unit employee or the Union, the Employer will provide a copy of the employee's official position description in a timely manner. The Employer will provide the Union with a copy of an official position description as needed to conduct Employer/Union business.

Section 4. An employee may, at any time, request a change in his or her position description. The Employer agrees to evaluate the requested changes to the position description promptly, in the terms of its total duties, responsibilities, and qualification requirements, and notify the employee of the decision.

Section 5. An employee may appeal to the agency or OPM at any time (through a representative designated in writing, if the employee wishes): (1) the class or grade of his or her position under the General Schedule, or (2) the coverage (Series) of his or her position by the General Schedule. The employee may appeal directly to OPM.

ARTICLE 17 - DETAILS

Section 1. A detail is a temporary assignment of an employee to a different position for a specified period, with the employee returning to regular duties at the end of such period. Technically, detailing an employee to a position does not fill the position as long as the employee remains the incumbent of the position from which he or she was detailed.

Section 2. Details may be appropriate under circumstances such as:

- a. To meet fluctuations of work load.
- b. To meet changes in mission or organization.
- c. Absences.
- d. Pending official assignment.
- e. Pending description and classification of new positions.
- f. For training purposes, particularly where such training is a part of an established promotional or developmental program.

Section 3. The Employer shall not detail any employee to a higher level position to evade the principle of recruitment through open competitive examination. The Employer shall make no detail of more than 120 days to a higher-grade position or to a position with known promotion potential. This requirement shall not be circumvented by a series of temporary assignments. Therefore, competitive promotion procedures must be used if, after completing the detail, the employee will have spent more than 120 days (prior service under both previous details and temporary promotions included) in higher-grade positions or in positions with known promotion potential during the preceding year. Any detail to a higher level position will be treated equally among available candidates.

Section 4. Temporary detail assignments to positions of equal or lower pay, which are made to offset a high workload or to prevent forced leave shall not be made in an arbitrary or capricious manner. Employee's requests for extension of such details will be considered when such extension will not violate the provisions of this Agreement or other regulations.

Section 5. Extended details of employees to unclassified duties or positions conflict with the principles of position classification. In view of this, the Employer will keep such details within the shortest practical time limits.

Section 6. Detail actions in excess of 30 days will be reported on the Employee's SF 52 and maintained as a permanent record in his or her official personnel folder. Detail actions of less than 30 days will be recorded on the appropriate form and a copy given to the employee.

ARTICLE 18 - MERIT PROMOTION

Section 1. The Employer shall advertise promotional opportunities by means of Merit Promotion announcements. The Employer will place the Union on its distribution list for the Merit Promotion Announcement list.

Section 2. Candidates certified for selection may be interviewed by the selecting official, a subordinate designated by the selecting official, or an advisory selection board. It is not required that interviews be conducted; however, if one certified candidate is interviewed, all available employees within the zone of selection must be interviewed. The Employer shall consider any applicant who is not available for interview on the basis of the applicant's record.

Section 3. The Employer agrees that the employee has the right to see, upon request, appraisals of the employee's past performance or assessments of potential. The employee may, upon request, discuss these with his supervisor and may be accompanied by a Union Representative.

Section 4. The Employer shall notify all applicants of their eligibility before selection.

Section 5. In those instances where employees are demoted to meet reduction-in-force regulations, the Employer agrees to give first priority consideration for repromotion of such employees as vacancies occur.

Section 6. The Employer shall use all available information (including application, supplemental form, and performance appraisals) to evaluate employees. The Employer shall evaluate a candidate's experience based on work actually performed as listed on the application forms.

Section 7. Applicants shall have fifteen (15) working days after receipt of their notice of rating to discuss the rating with the designated rating official. An employee who is dissatisfied with the decision of such rating official may request further review of this rating by filing a written grievance with the Human Resources Officer. The Division Head, or a designated representative, will meet with the employee within ten (10) working days after receipt of the grievance. The only other persons who may be present at this meeting will be a Union Representative and a technical advisor. The Division Head will deliver a written decision to the Employee within fifteen (15) calendar days after this discussion. If the decision is not in favor of the applicant, he or she may submit the grievance to arbitration under Article 16. If the decision at any time is in favor of the grievant and the grievant was excluded from the zone of selection, the Employer will accord priority consideration in the following manner:

- a. The grievant's next application for a subsequent opening will be rated.
- b. If found eligible, a certificate with just that one grievant's name will be issued.
- c. If the selecting official does not select the grievant, a second certificate with more applicants may be issued.

Section 8. If an applicant or the Union wants to grieve the process (i.e. interviews, ineligible ratings, etc.), the Union representative and the employee should contact the Staffing Specialist assigned to the merit Promotion action. The Staffing Specialist, as keeper of the Merit Promotion file, will attempt to resolve the issues and if necessary will provide the Union Representative an opportunity to review appropriate material in an attempt to resolve the issues and prevent any problem from escalating. If the employee or Union Representative is not satisfied with the proposed resolution or that appropriate procedures were followed, the employee or Union may grieve the process and shall do so according to Article 15.

Section 9. An employee who is absent on approved leave or official travel for the entire time of the announcement period may file a delayed application and verification of absence within three (3) calendar

days of his/her return to duty. (For announcements open 20 days or more, the absence must be for at least one-half of the days of the announcement period.) Such an employee must meet the same qualification requirements as other applicants. It is agreed that promotion registers must be established on the basis of the applications available. If an absent employee who qualifies files a late application, it will be accepted; however, certificates which have already been issued to the selecting official will not be changed.

Section 10. The Employer shall make position descriptions available for vacant positions for which vacancy announcements exist.

Section 11. To provide maximum competition and promote the selection of the best qualified employee, all temporary promotions will be treated equally among available candidates.

ARTICLE 19 - PERFORMANCE EVALUATIONS

Section 1. Employees will be given a performance evaluation on an annual basis using the Department of the Navy Alternative Performance Appraisal System (APAS). Unit employees will be given the opportunity to participate in the establishment of performance standards and job performance elements that relate to the job and how it is to be performed. There should be a mutual attempt to achieve agreement on the requirements of the job and how to rate performance in doing the job.

The following applies:

a. Since employees of the bargaining unit are professionals, the Employer recognizes that performance standards for employees in the bargaining unit must be adapted to fit the characteristic work performance of a professional.

b. During the appraisal period, the supervisor will keep track of observations made and periodically discuss progress and performance with the employee. These discussions will be more frequent for employees with less than fully successful performance. For less than fully successful performance, the supervisor shall counsel the employee on the necessary steps required to improve performance before the end of the appraisal period. Counseling for this purpose means showing specific examples of acceptable performance in writing. If, as a result of the performance rating, the employee is given a notice of a proposed demotion or removal, the employee is then entitled to be represented by an attorney at the employee's expense, or by the Union, or another representative. Corrections and changes to be made in an employee's assignments, which normally every employee receives, are not considered examples of poor performance. At the end of the appraisal period, the supervisor will discuss the assigned performance ratings with the employee, summarize any previous discussions and describe any significant observations made during the appraisal period. Non-job-performance-related disciplinary action investigations and discussions on other matters shall be kept separate from the appraisal periodic and final discussions. The supervisor shall indicate to each employee how the rating can be improved through future job performance.

c. Appraisals of employees shall be based on a fair evaluation over the entire year. The employee must be appraised only on the elements of the performance plan, and such plan must be reviewed with the employee at the beginning of the appraisal period. The performance standard must be clearly written and include specifics as to how the employee can meet and exceed each element.

d. Disagreements between supervisors and employee on the performance rating shall be handled by means of the negotiated grievance procedure.

Section 2. The Rating Period will be annual. All unit employees shall be rated against the established performance standards. By the end of the rating month the immediate supervisor shall:

a. Forward the completed rating form to the reviewer for concurrence.

b. When approved by the reviewer, discuss the rating with the unit employee. The employee need not sign, but a signature by the employee does not imply agreement with the information inscribed on the form but merely attests to the fact that the appraisal has been received.

c. Provide a copy to the employee.

d. Use the performance appraisal in determining training requirements and in recommending performance awards.

Section 3. The performance period must cover at least 90 days prior to the assignment of a rating.

Section 4. Supervisors shall hold a progress review to discuss performance with each employee midway through the cycle.

Section 5. The employee may grieve his or her rating. The Employee will submit the grievance, at the first step, to his or her second level supervisor.

Section 6. If an employee enters on duty, changes to a new position, or is assigned to other duties for a period greater than 120 days, the Employer shall provide the APAS form within 30 days following assumption of duties.

ARTICLE 20 - EQUAL EMPLOYMENT OPPORTUNITY

Section 1. It is the policy of the Employer and the Union to assure all persons equal opportunity in employment matters. Discrimination on the basis of race, color, religion, sex, age, physical handicaps or national origin is prohibited. The Employer and the Union recognize a joint responsibility for making constructive contributions to the national goal of equality of opportunity.

Section 2. The Union shall designate an officer to attend departmental EEO Advisory Committee meetings. The Employer shall notify the Union of the meeting(s) at least one week in advance. The attending Union Officer can speak for the Union. The Employer shall submit copies of minutes, if published, to the President of the Union and the attendee. Time allowed will be granted to Union Officers for advisory committee meeting attendance.

Section 3. The Employer agrees to furnish the Union with a copy of an annual report which summarizes progress in the Equal Employment Opportunity Program during the preceding twelve (12) months.

Section 4. The Employer shall consult the Union for input to the MCAGCC's Affirmative Action Plan. The Employer shall authorize time allowed for such consultation.

ARTICLE 21 - TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. In recognition of the mutual advantages to both parties of continual and current training and development in the professional workplace, the Employer shall develop a plan each year to allot resources for the training and development of professional employees. The Union may make recommendations to the Employer relative to the training of professional employees. The Employer shall provide a copy of the department budgeted training plans to the Union.

Section 2. The Employer will provide training to maintain or improve employee knowledge in an increasingly more difficult and complex technological society.

Section 3. The Employer and the Union agree to encourage employees to take advantage of training and educational opportunities,

Section 4. The Employer will pay all officially reimbursable costs related to all officially approved self-development training such as books, tuition, and fees.

Section 5. Employees will be assigned training in accordance with the Employer's needs as specified in the Annual Training Plan. The distribution of training will be made as broadly as possible among those employees eligible, available, and interested in such training.

Section 6. The Employer shall compensate employees who undergo Employer-required training for all normal salary, travel, and per diem, as specified under applicable regulations.

ARTICLE 22 - IMPACT OF TECHNOLOGICAL CHANGE

Section 1. The employer will provide the union with advance notification of new technology that substantially and directly impacts working conditions of unit employees. Such notification should include such information as the nature of the new technology and the categories of employees that would be affected.

Section 2. Upon request, the employer will provide relevant data concerning such new technology to the union to the extent required by Executive Order 12871 and other applicable regulations.

Section 3. The employer will provide appropriate training to employees affected by the introduction of new technology. The employer shall provide such training at no cost to employees in accordance with applicable regulations.

Section 4. Whenever technological changes cause the abolishment of some positions and the establishment of others, the employer, consistent with applicable regulations, will utilize the skills and abilities of those employees adversely affected by the new technology. To this end the employer will attempt to place adversely affected employees in existing vacancies for which they are qualified.

ARTICLE 23 - SAFETY, HEALTH, AND WORK ENVIRONMENT

Section 1. The Employer will provide and maintain safe working conditions and industrial health protection meeting OSHA and other applicable standards and guidelines.

Section 2. If an unsafe or unhealthy condition is observed, it shall be reported to the cognizant supervisor. The supervisor will be responsible to take appropriate actions.

Section 3. An employee who is engaged in work which is potentially hazardous shall not be required to work alone or beyond the call and observation of other employees.

Section 4. Should an employee claim that his assigned job is not safe or will endanger his health, based on OSHA standards and guidelines, the circumstances shall be reported to the immediate supervisor. The immediate supervisor shall inspect the job to insure it is safe before requiring the employee to carry out the work assignment. If the safety or health question cannot be settled by the immediate supervisor, the supervisor will promptly refer the matter for resolution to his supervisor, the Occupational Safety and Health Officer, or other appropriate authority. The Employer shall submit a record of this report and a copy of any written report to the Union.

Section 5. The Employer shall furnish special issue protective clothing and equipment at no expense to the employee whenever such clothing is required by law or by the Employer for safety or industrial health purposes. This includes coveralls, hard hats, ear plugs, safety glasses, prescription safety glasses, and safety shoes. The Union may recommend new protective clothing and equipment and/or modifications to existing equipment for consideration by the Employer. Unit officers and stewards may place Union identifying insignia on protective helmets (hard hats) furnished to MCAGCC employees by the Employer, provided the insignia conforms to standards.

Section 6. Ambulance service and first aid shall be available on all shifts. The Union shall be notified of all disabling work injuries occurring within the Unit for which it is responsible.

Section 7. The Employer will ensure that the existing emergency services are available to professional employees who are injured or become ill while in a duty status at MCAGCC.

Section 8. In the event of an injury or emergency, the Employer shall provide job-related medical examination and/or treatment at no cost to the employee.

Section 9. Medical information about an employee may be disclosed to the employee or a representative designated in writing in accordance with applicable regulations.

Section 10. The Employer will notify all employees of open season on all existing Health Plans.

Section 11. The Employer and the Union recognize that employee productivity and morale can be affected by work environment. When an employee informs the Union that a problem in connection with work environment exists, the Union will report the condition to the Employer for resolution or take other appropriate action.

Section 12. The Employer will do what it can to provide designated smoking areas according to applicable law and regulation and will provide adequate protection from the weather.

ARTICLE 24 - INJURY COMPENSATION

Section 1. Federal employee's compensation is established by law which provides for compensation and medical care for employees who are injured or incur disability while in a duty status. Certain requirements are necessary for an employee to be entitled to these benefits. Often supervisors and employees are not aware of these requirements and, consequently, injured employees, because of a lack of information, may not qualify for specific benefits. The purpose of this Article is to assure that employees are aware of their rights and responsibilities in order to be eligible for benefits and to insure awareness of assistance available to them provided by regulations.

Section 2. It is the continuing policy of the Employer that any Unit employee who is injured in the performance of his duties shall receive all of the benefits which may be available to him. Therefore the Employer shall provide the Union with the names of officials designated by the Employer to assure that the Employer's obligations under the Federal Employees Compensation Act are promptly and efficiently discharged.

Section 3. When an employee incurs an injury while in a duty status which could result in a temporary or permanent, partial or total disability, the Employer will provide counseling to the employee with current information regarding his or her rights and responsibilities under the Federal Employees Compensation Act. The Employer will provide appropriate forms and pertinent information so that the employee may submit necessary reports and/or claims to the Office of Employees' Compensation if there is a partial, total, temporary or permanent disability, or injury no matter how minor.

Section 4. Upon request, the Employer will advise the employee of the various options available concerning the use of different types of leave, what the employee may expect relative to pay in his or her particular case, and the transportation and medical services that the Employer will provide or reimburse if such services are obtained by the employee.

ARTICLE 25 - CIVILIAN EMPLOYEE ASSISTANCE PROGRAMS

Section 1. Civilian employee assistance programs address medical, behavior, and emotional problems which adversely affect the employee's performance. Assistance can and will be made available by mutual agreement of the employee and the program coordinator. The problems confronted by this program include alcohol and drug abuse, personal/emotional, financial, marital, family, legal, etc., or a combination of any of them. The Employer will follow this policy:

- a. To recognize that most problems are treatable;
- b. That an employee with non-medical problems will receive the same consideration and offer of assistance as an employee with medical problems;
- c. To grant sick, annual, or leave without pay for the purpose of treatment and rehabilitation;
- d. The confidential nature of medical and counseling records of employees with problems will be safeguarded in accordance with the Privacy Act and other appropriate regulations;
- e. No employee will have his job security or promotional opportunities jeopardized by his request for counseling referral assistance, except as limited by laws relating to sensitive positions.

Section 2. The program director appointed by the Employer will maintain close coordination and cooperation with the Union so as to keep it fully informed of program changes.

Section 3. The Union may designate representatives to speak for the Union in assistance to the program director.

ARTICLE 26 - TRAVEL

Section 1. Employees shall receive pay, per diem, and travel allowances according to applicable laws and regulations. Employee's preference as to the mode of transportation to be used in performing official travel will be considered to the maximum extent allowable.

Section 2. When part of an employee's assignment requires travel, the Employer will consider the desires, convenience, and comfort of the employee.

Section 3. When proposing an employee for temporary duty the Employer will notify the employee verbally as soon as practicable that travel may be necessary. During such discussion, the Employer will provide the employee with as much information as is available concerning the temporary duty.

Section 4. The Employer will modify requirements to leave and return upon request of the employee if such modification does not interfere with the assignment.

Section 5. Management will endeavor to schedule or allow the scheduling of necessary travel time enroute within an employee's regularly scheduled hours of duty in connection with official travel.

Section 6. An employee on official travel will not be required to travel during unreasonable hours at night if sleeping accommodations are not available on the mode of transportation.

Section 7. When an employee performs temporary duty travel by air over a direct route, he or she may schedule departure to arrive at the temporary duty station 24 hours prior to the beginning of a work status without interruption of entitlement to per diem. This authority will apply under any of the following conditions:

- a. When permanent and temporary duty stations are separated by four or more time zones
- b. When at least one of the duty points is outside the continental United States
- c. When the itinerary does not involve any scheduled stopovers or planned delays in excess of eight hours enroute.

Section 8. The Employer does not expect an employee to travel at his own expense or in a status otherwise inconsistent with the provisions of applicable regulations when on official travel.

Section 9. Employees on temporary duty will receive per diem and subsistence specified by applicable rules and regulations. When known, the anticipated amount of per diem and subsistence allowance shall appear on the orders.

Section 10. The Employer will provide travel orders and advance travel funds to employees as far in advance as practicable prior to departure on temporary duty.

Section 11. The Employer shall advance travel funds up to the maximum extent authorized by applicable laws and regulations.

Section 12. Transportation accommodations for travel will be made in accordance with applicable regulations.

Section 13. When common carrier transportation or a Government-furnished automobile are not advantageous to the Government, the employee may choose between a privately owned vehicle or special conveyance.

Section 14. Employees on official travel shall use government-owned vehicles only for official purposes, which include transportation between places where the employee's presence is required incident to official business, places of temporary lodging, and places necessary to obtain suitable meals, drug stores, barber shops, places of worship, cleaning establishments, and similar places required for the sustenance, comfort, or health of the employee.

Section 15. Employees performing authorized overtime services beyond the regularly scheduled workday while on temporary duty shall be compensated in accordance with applicable rules and regulations.

Section 16. The Employer agrees that any injury suffered by an employee while on required travel or temporary duty and will be compensated in accordance with existing laws and regulations.

Section 17. If a temporary duty assignment requires an employee to be away from his or her official duty station for more than 30 calendar days, the Employer will permit the employee to voluntarily return to his or her official duty station during non-duty hours and nonwork days. The Employer will pay travel expenses equal to the amount of per diem allowance the employee would have received while on TDY that length of time in accord with the JTR.

Section 18. When an emergency arises during TDY which involves the employee or a member of the employee's family, the Employer shall give the employee a choice of immediate return to the permanent duty station or continuance of TDY until the mission is substantially completed.

Section 19. The Employer shall pay per diem and travel expenses for all employees, including Union Officials, engaged in representational activity within the bargaining unit.

Section 20. The Employer shall allow the employee to have a reasonable period of rest and recuperation without charge to leave or loss of pay, upon return from TDY, before requiring the employee to report to work.

ARTICLE 27 - REDUCTION IN FORCE AND REEMPLOYMENT

Section 1. All reduction-in-force (RIF) actions shall be accomplished in compliance with existing statutes, rules, and regulations.

Section 2. The Employer shall notify the Union of any RIF action which will abolish the position of any employee in the Unit as soon as the Employer determines that such action is necessary. The Employer will provide the Union with all available background information concerning the RIF.

Section 3. The Employer shall notify the Union of any increase in the number of positions being abolished.

Section 4. The Employer shall inform any affected employee of the nature and mechanics of the RIF actions that are being implemented and the employee's rights of appeal, retreat, bumping and such other options as may be available.

Section 5. The Employer shall notify any affected employee of the option for Union representation during all phases of the RIF action, including any briefings, counseling and meetings. The Employer shall authorize time allowed for Union representatives for briefings, counseling and meetings.

Section 6. The Employer shall consult the Union concerning the impact on employees in the Unit when it is known that a work change will result in a RIF abolishing the position of any employee in the Unit. The Employer shall negotiate any such work change with the Union after consultation and prior to implementation. Implementation of such a work change shall conform to negotiations. The Employer shall authorize time allowed for any consultation meetings and negotiations.

Section 7. All employees demoted as a result of the application of RIF regulations will receive first priority consideration for repromotion to their former rating provided their performance previous to the demotion was officially rated fully successful and that their performance subsequent to demotion via the RIF procedures has been officially rated fully successful. An employee's eligibility for repromotion terminates when entitlement to pay and salary retention terminate.

Section 8. The employer shall provide maximum access to training, retraining, job placement and other programs for all employees who will be affected by a RIF action.

Section 9. When a RIF is in effect, senior employees may elect to separate to save the position of a less senior employee who may lose his or her position due to a RIF.

ARTICLE 28 - CONTRACTING

Section 1. The Employer shall notify the Union whenever contemplating, reviewing or studying the possible contracting out of work that is normally performed by unit employees. The Employer shall consult with the Union and consider its recommendations regarding the contracting of MCAGCC workload. Further, the Employer will inform the Union on a regular basis of the status of any reviews in progress and will invite the Union to any bid openings which involve the possible contracting out of work normally performed by unit employees.

ARTICLE 29 - PUBLICITY

Section 1 The Employer will mount three (3) bulletin boards of at least nine (9) square feet each, identified for use by the IFPTE, in locations agreed to by the parties. These boards shall be used for posting notices of Union appointments, election results, recreational and social activities, and Union meetings without individual screening by the Employer. The Union will be responsible for posting and removing material and for maintaining its bulletin board space in orderly condition.

Section 2 The Union will have access to E-mail to inform members of labor issues and disseminate information obtained at the various labor/management conferences.

Section 3 The Union will have the use of base mail service, to distribute the Union newsletter and other Union notices and announcements.

Section 4 The Employer will place the Union on the distribution list for all policy directives of concern to Union members.

Section 5 The Employer will provide the Union a complete list of all bargaining unit members with their current office symbol, grade and series. The Employer shall submit updated lists within thirty days after he or she becomes aware that changes occur.

ARTICLE 30 - EMPLOYEE SERVICES

Section 1 The Employer shall provide to any employee in the unit who contemplates retirement in the immediate future, retirement counseling to ensure that the interests of the employee are protected. Such counseling shall explain all of the options for which the employee is eligible.

Section 2 The Employer will provide employees with information on the various services he or she provides that are available to them. This information shall include child care services, recreational activities, food services, church services, and any other services the Employer deems open to unit employees. This information shall include time(s) and cost(s), if any.

ARTICLE 31 - GENERAL PROVISIONS

Section 1. Union representatives shall have reasonable access to Federal laws and regulations, OPM regulations and Agency instructions to aid in resolving specific complaints or grievances unless specifically prohibited by law.

Section 2. The Employer agrees to permit the Union to distribute labor relations material in areas other than the employee's work station. Specific areas of distribution will be by mutual agreement.

Section 3. Employees shall have reasonable access to their leave records and time sheets.

Section 4. Before the Employer distributes any questionnaire dealing with personnel policies, practices, and working conditions to unit employees, the Union shall have opportunity to review it and comment upon it.

Section 5. The Employer and the Union agree that employees in the unit may be encouraged to participate in approved charity drives; however, in no instance shall the Employer or the Union exercise pressure on any employee to contribute to any charity, nor will reprisal action be taken against an employee who refrains from contributing.

Section 6. A supervisor shall not arbitrarily unlock or inspect an employee's locker or desk unless the employee is present. The Employer shall invite a Union representative to be present if it becomes necessary to open the locker or desk of an absent employee.

ARTICLE 32 - DUES WITHHOLDING

Section 1. Employees officially assigned to the Combat Center who are members in good standing with the IFPTE may authorize an allotment from their pay to cover their IFPTE dues for such membership provided that: (a) they regularly receive an established normal amount of pay on the regularly scheduled paydays at the Combat Center; (b) that such normal pay is sufficient, after legal deductions and other authorized allotments, to cover the full amount of the allotment for dues established in Part III of this agreement; (c) they have not authorized another allotment for payment of dues to a recognized labor organization; (d) they have voluntarily completed a request for such allotment from their pay with full knowledge of the limitations on revocation of the authorization; and (e) that they are included in the unit for which exclusive recognition has been granted.

Section 2

a. The IFPTE will inform each of its members of the voluntary nature of the authorization for allotment of pay to cover dues and the prescribed procedure for authorizing the allotment as well as the provisions and procedures for revoking it.

b. The IFPTE agrees to purchase the prescribed authorization form, distribute it to its members in good standing, and receive completed forms from members who want to request an allotment. The IFPTE is designated to receive completed forms, to enter the current amount of regular dues to be deducted for each pay period, and to determine whether the employee is a member in good standing in the local. The IFPTE will then complete the required certification and submit the forms to the Marine Corps Air Ground Combat Center Civilian Payroll Office.

c. Allotments authorized on properly completed and certified forms which are received by the Payroll Office three (3) working days prior to the beginning of a complete pay period will be processed and the authorized amount will be withheld from the employee's pay for that period, provided that the amount of pay due after legal and other established deductions is sufficient to cover the full amount of the allotment for dues established in Section 3. Withholding of the authorized amount will continue until the allotment is terminated under one of the conditions provided in Section 4.

Section 3. The Combat Center will withhold the current regular dues from the pay of each employee for whom it has a properly executed current allotment authorization. If the amount of regular dues is changed by the IFPTE, the IFPTE will notify the Labor Relations Division of the Marine Corps Civilian Human Resources Office-West, in writing of the change. Not more than one change will be allowed in any period of 12 consecutive months.

Section 4.

a. If the IFPTE loses exclusive recognition under any act of the conditions specified in 5USC, the Labor Relations Division of the Marine Corps Civilian Human Resources Office-West will advise the Payroll Office to terminate allotments for all members effective with the beginning of the next pay period.

b. The allotment of an individual employee will be terminated on the effective date of his separation from the Combat Center or permanent reassignment to another non-unit position not covered by the exclusive recognition given to the IFPTE. Allotments will not be prorated however, and full allotments will be taken from the check covering a final pay period, provided the amount of pay due after legal and other established deductions is sufficient to cover the full amount of the allotment for dues established in Section 3.

c. The allotment of an individual employee will be terminated effective with the first complete pay period after which the Payroll Office receives written notice from the IFPTE that the employee is no longer a member in good standing of the IFPTE.

- d. Authorized dues allotments may be revoked only at intervals of one year.

Section 5 Promptly after the close of each pay period, the Payroll Office will certify for payment, the total amount withheld. Checks are to be mailed to the International Federation of Professional and Technical Engineers, Local Number 16, Chapter 16, P.O. Box 18-1617, Coronado, California 92178-0950. The check will be accompanied by a list in duplicate of the members of the IFPTE with current allotment authorizations and the amount withheld from each person's pay and the balance remitted. Employees whose pay was not sufficient to cover the full amount of the deduction and new additions to the list will also be identified.

Section 6

a. The IFPTE will notify the Payroll Office, in writing, within seven (7) working days when an employee with a current allotment authorization ceases to be a member in good standing.

b. The IFPTE will promptly notify the Marine Corps Civilian Payroll Office and the Labor Relations Division of the Marine Corps Civilian Human Resources Office-West in the event a change in dues structure or other change requiring an amendment to this agreement.

c. Any written revocation of allotment authorization received by the IFPTE will be forwarded to the Payroll Office within ten (10) calendar days after it is received.

d. The Payroll Office will promptly send a copy of each written revocation of allotment received to the IFPTE.

ARTICLE 33 - DURATION AND CHANGES

Section 1. Following approval by the Department of Defense and ratification by the membership of the International Federation of Professional and Technical Engineers (IFPTE), Local 16, AFL-CIO, this Agreement shall remain in full force and effect for a period of three (3) years from its effective date. Thereafter, this agreement shall remain in effect from year-to-year unless either party shall notify the other in writing not more than 120 days nor less than 45 days before the expiration date of the agreement of its desire to terminate or renegotiate this agreement. The Articles in this Agreement constitute the entire Agreement, and any memoranda of understanding (MOU) prior to the effective date of this Agreement are still in effect to the extent they do not contradict or conflict with this agreement. 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 such be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and the same has been ratified by the Union. The waiver or breach of any condition of this agreement by either party shall not constitute a precedent in the future enforcement of any or all terms and conditions herein.

Section 2. This Agreement is subject to opening for negotiations as follows:

a. It may be opened for amendment by request of either party at any time after it has been in force and effect for at least thirty (30) calendar days. Any requests for amendment shall be in writing and must be accompanied by a summary of the amendment proposed. Representatives of the Employer and the Union shall meet within fourteen (14) calendar days after receipt of such request to discuss the matters involved in such request. After discussion, they shall proceed to negotiate on amendments. Negotiations shall be limited to those proposals covered in the summary. Any agreements shall be evidenced by written amendment duly executed by both parties and subject to approval by the Department of Defense.

b. After the effective date of this Agreement, amendment to this Agreement may be required because of changes in applicable laws, agency regulations, or executive orders which significantly affect any of the terms of this Agreement and which alter the discretionary authority of the Employer. In this event, the parties will meet within fourteen (14) calendar days after receipt of a written request from either party for the purpose of negotiating new language that will meet the requirements of such laws, agency regulations, or executive orders. Such amendment will be duly executed and will become effective after approval by the Department of Defense on a date determined to be appropriate under the circumstances.

Section 3. All provisions of this Agreement not currently in effect shall become effective within ten (10) calendar days from the effective date of this Agreement.

Add from article 7 section 6:

A contract year is defined as one (1) calendar year starting with the effective date of this Agreement.

In witness whereof, this Agreement having been agreed to by the Marine Corps Air Ground Combat Center and the International Federation of Professional and Technical Engineers, the MCAGCC Commanding General and the Union President hereby execute this agreement, to be effective 30 days after the date the Agreement is approved by the Department of Defense.

For the International Federation of Professional
and Technical Engineers

For the Marine Corps Air Ground Combat Center

President

Commanding General

APPROVED BY THE DEPARTMENT OF DEFENSE ON NOVEMBER 4, 1996, TO BE
EFFECTIVE DECEMBER 4, 1996