

**AGREEMENT BETWEEN**  
**FLEET READINESS CENTER EAST**  
**MCAS CHERRY POINT, NORTH CAROLINA**



AND



**INTERNATIONAL ASSOCIATION OF**  
**MACHINISTS AND AEROSPACE WORKERS**  
**LOCAL 1859**

28 OCTOBER 2011

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## PREAMBLE

Pursuant to the policy set forth in Title 7, Pub.L. 95-454, and subject to all applicable statutes, regulations issued by the Office of Personnel Management, and Navy Department directives, the following articles constitute an agreement by and between the Fleet Readiness Center East (FRC East), formerly known as Naval Air Depot, Cherry Point, North Carolina, hereinafter referred to as the “Employer,” and the International Association of Machinists and Aerospace Workers, Lodge 1859, hereinafter referred to as the “Union.”

## WITNESSETH

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

Whereas, it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the federal service and the well-being of employees within the meaning of Title 7, Pub.L. 95-454, to establish a basic understanding relative to personnel policies, practices, procedures and matters affecting other conditions of employment within the discretion of the Commanding Officer, and to provide means for amicable discussion and adjustment of matters of mutual interest at the Fleet Readiness Center East, Cherry Point, North Carolina.

Now, therefore, the parties hereto agree as follows:

## ARTICLE 1 RECOGNITION AND UNIT DETERMINATION

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

**Section 2:** The units to which this Agreement is applicable include all employees at the FRC East, Cherry Point, North Carolina, assigned to the following ratings: Machinist, Industrial Equipment Mechanic; Production Machinery Mechanic; Tool and Die Maker; Tool room Mechanic; Tool and Parts Attendant; Machine Tool Operator; Machine Oiler; Machinist Helper and Machinist Apprentice; Apprentice Industrial Equipment Mechanic; Production Machinery Mechanic, Instructor (Machinist); Pipefitter; Air Compressor Plant Operator; Leader over any or all of these crafts and trades; and other such ratings: including future ratings or changes in rating

titles, performing work historically performed by employees in the unit or related to the Machinist and Toolmaker crafts, located in the Machine Shop and Machine Maintenance Shops, and/or any other shops within the Facility, excluding supervisors.

a. Unless otherwise specified, all terms and statements in this Agreement refer only to employees or positions within these units. Those positions such as Machinist, Machinist Helper, and Apprentice Machinist positions, which were formerly classified in the Machinist (Maintenance) trade family and subsequently in the Industrial Equipment Mechanic family, constitute separate ratings of classification for the purpose of administering the provisions of this Agreement.

## **ARTICLE 2 THE AGREEMENT AND ITS RELATION TO LAW AND REGULATIONS**

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

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

**Section 3:** Whenever provisions in this agreement specify a particular individual or office to perform a certain task, this is only to provide a guide as to how situations may be handled. Management retains the right to assign work.

## **ARTICLE 3 CHANGES IN PERSONNEL POLICIES AND PRACTICES**

**Section 1:** It is agreed and understood that the Employer and the Union have the right and obligation to “meet and confer” with respect to all personnel policies and practices and matters affecting working conditions within the unit of bargaining unit employees, to the full extent of the Employer's discretion. This Agreement shall remain in full force during the time period specified within this Agreement, subject to the requirements set forth in Article 2, "The Agreement and its Relationship to Laws and Regulations." Provisions for opening the

Agreement for negotiations, other than the above and as specified in Section 2 below, are provided for in Article 36, Section 2, "Duration and Changes."

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

a. It is recognized that mandatory changes may be required in established personnel policies and practices, or new policies and practices may be mandatorily required to be introduced as the result of appropriate law, rule, or regulation binding on the Employer. When such mandates occur, the Employer will notify the Union of the requirement, prior to implementation, and will "meet and confer" with the Union, as defined in Section 3 below, before implementing such matters, to the extent of the Employer's discretion and obligation under Title 7, Pub.L. 95-454.

b. It is also recognized that changes may be needed or new policies or practices be desirable, as a result of circumstances unforeseen at the time of formal negotiations of a renewal of the Agreement. When such changes or new issues, which are discretionary with the Employer, are to be made, the Employer agrees to "meet and confer" with the Union, to the full extent of its obligation under Title 7, Pub.L. 95-454, and Section 3 below, before implementing them.

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

**Section 4:** The Employer agrees that, when it is necessary to "meet and confer" in accordance with this article, the Employer will give the Union written notice, following which the parties will "meet and confer," unless the Union declines to do so, in writing.

#### **ARTICLE 4 RIGHTS OF EMPLOYER**

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

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

b. In accordance with applicable laws

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

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

(3) With respect to filling positions, to make selections for appointment from among properly ranked and certified candidates for promotion; or, any other appropriate source;

(4) To take whatever actions may be necessary to carry out the Agency mission during emergencies; and

(5) To maintain the efficiency of the government operations entrusted to them;

c. The provisions of this section shall apply to all supplemental, implementing, subsidiary or informal agreements between the parties.

**Section 2:** The right to make reasonable rules and regulations shall be considered acknowledged functions of the Employer. In making rules and regulations relating to personnel policy, procedures, and practices, and matters of working conditions, the Employer shall give due regard and consideration to the obligations imposed by this Agreement and the provisions of Title 7, Pub.L. 95-454; however, the obligation to “meet and confer” or negotiate does not include matters with respect to the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work. This does not preclude the parties from negotiating agreements providing appropriate arrangements for employees adversely affected by the impact or realignment of work forces or technological change. The provisions of this section shall apply to all supplemental, implementing, subsidiary or informal agreements between the parties.

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

a. Procedures which management officials of the Employer will observe in exercising any authority under this article; or

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

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

a. If possible, the Employer will notify the President of the Union, prior to taking the action or as soon thereafter as possible.

b. The parties agree to “meet and confer” as soon as possible, to the full extent of Title 7, Pub.L. 95-454.

(1) An unforeseen event is understood to mean circumstances that call for immediate action to protect health, life or property, or actions necessary to accomplish a bona fide priority work order.

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

## **ARTICLE 5 RIGHTS OF EMPLOYEES**

**Section 1:** Employees shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union or to refrain from any such activity. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a representative, including presentation of the Union's views to officials of the Executive Branch, the U.S. Congress, or other appropriate authority, except as expressly prohibited by Title 7, Pub.L. 95-454. Nothing in this Agreement shall require an employee to become or remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member, for the payment of dues through payroll deductions. The provisions of this section shall apply to all supplemental, implementing, subsidiary, or informal agreements between the parties.

**Section 2:** The Employer shall take such action consistent with law or with directives, as may be required, in order to assure that employees are apprised of the rights and privileges provided in Title 7, Pub.L. 95-454, and that no interference, restraint, coercion, or discrimination is practiced within the facility to encourage or discourage membership in the Union. The Employer agrees that all provisions of this Agreement and all other privileges extended to employees in the unit shall be administered fairly and equitably.

**Section 3:** An employee is not authorized, by Title 7, Pub.L. 95-454, to assist a labor organization, participate in its management, or represent it, if such activity could result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

## **ARTICLE 6 RIGHTS OF UNION**

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

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

**Section 3:** The Union has the right, and may discuss with appropriate management officials of the Employer, any matter concerning the interpretation or application of this Agreement or any Agency rule or regulation applicable to employees of the unit.

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

## **ARTICLE 7 UNION REPRESENTATION**

**Section 1:** The Employer agrees to recognize the officers, chief shop stewards, stewards, and representatives duly authorized by the Union, and shall be kept advised, in writing, by the Union, of the names of its officials as defined above, together with their designated responsibilities, including the group of employees each is authorized to represent. The number and type of stewards will be as follows:

a. The number of shop stewards shall be six (6) with the option of a third shift steward included in the total count.

b. The Employer will recognize three (3) chief stewards designated by the union in addition to the number of stewards as determined above.

6.2 Department                      One (1) Chief Steward

6.3 Department                      One (1) Chief Steward

2<sup>nd</sup> Shift (All)                      One (1) Chief Steward

The Union may designate an alternate to serve as chief steward when the regularly assigned chief steward is on leave or official travel.

**Section 2:** Reasonable time off during regular working hours will be authorized, without loss of pay or benefits, to permit the recognized chief shop stewards, stewards, and officers to carry out their responsibilities to the employees in the unit. The Union agrees that it will guard against the use of excessive time and will encourage all employees in the unit to engage only in such activities as are authorized by the Agreement or appropriate regulations. All time allowed for the above-mentioned purposes will be charged against a job order number made available for this purpose by the Employer.



**Section 3:** The chief shop stewards, stewards, and officers, when leaving their work to transact appropriate Union business during regular working hours, will first obtain permission from their immediate supervisor. Such notification shall include the general nature of the requirement for the representative to leave their work area, such as to investigate a complaint or consult with a management official. However, the specific nature of the business does not have to be revealed. Upon entering a shop or work area other than their own, the chief steward, steward, or officer will first advise the appropriate supervisor of their presence and the name of the employee to be contacted. Supervisory permission in these instances will be granted promptly in the absence of compelling circumstances. In instances where permission is denied in accordance with the provisions of this section, the supervisor will inform the chief shop steward, steward, or officer as to the reason for the denial and when the chief steward, steward, or officer can reasonably expect to leave their work area or to contact an employee in another area.

**Section 4:** The President, Vice President, Secretary, Secretary-Treasurer and Stewards and Chief Stewards, if employees of FRC East, shall not have their shift, shop, or work week changed unless no other employees in the shop or area possess the skills or knowledge necessary to accomplish the mission. These officers/representatives, within their job rating and level, shall be the last to be affected by subject changes and the first returned. Any changes affecting stewards, including chief stewards, shall be discussed with the Union President or designated relief, prior to effecting the change. The intent of this Section is to avoid to the maximum extent possible the change of shifts, shops, or workweek of the specified officials. Their work shift or basic workweek shall not be changed, unless such Union representatives (as identified above) possess skills or knowledge that are essential to accomplishing the mission of the Facility. In this regard, the Union representatives (as identified above) will be the last employee(s) within their job rating and level to be transferred or changed to another workweek or shift and the first returned. Changes affecting such Union representatives (as identified above) will be discussed with the Union, in advance, in a continuing effort to avoid misunderstandings as to the reasons for the Employer's action. The intent of this section is to avoid, to the maximum extent possible, the transfer of such Union representatives (as identified above) from one area of their responsibilities, shift, or workweek, to another.

**Section 5:** The Employer agrees to make necessary arrangements for authorized local and international representatives of the Union to visit the FRC East, at reasonable times, on appropriate business, subject to applicable security regulations. Such representatives will advise the Employer of the purpose of any intended visit, in advance.

**Section 6:** Written notice to the Employer by the Union of election or appointment of employees in the unit to a Union office or as a delegate to a Union activity, will be accepted as justification for leave of absence unless there are compelling circumstances to the contrary. Should the application for leave of absence be disapproved, the Employer agrees to notify the Union, in writing, of the reasons therefore.

**Section 7:** Commensurate with the provisions of the Agreement, recognized Union representatives shall be free to exercise their responsibility to advance the best interest of and represent the employees covered by this Agreement, and shall be allowed to engage in authorized activities on behalf of the Union. It is further agreed that no Union representative shall be denied any right or privilege to which entitled because of their serving as a Union

representative. The Employer agrees that no promotion or other beneficial opportunity shall be denied a Union officer or steward, based on productivity records.

**Section 8:** Wherever in this Agreement the Employer is obligated to consult, confer, or meet with the Union, it is understood that the Employer will meet with persons or committees who have cognizant authority over the full scope of the matters to be discussed. For example, if a matter of consideration affects the entire bargaining unit, then the Employer will meet with the Union Policy Committee, consisting of the President, Chairman of the Shops Committee, and one (1) additional representative designated by the Union. The Shops Committee is comprised of the chief stewards plus a chairman appointed by the Union. If the matter affects only a division, then the Chairman of the Shops Committee and the chief steward assigned to service that division shall be met with. If the matter affects only an individual shop under a single first-line supervisor, then the supervisor and branch supervisor may meet with the steward and chief steward. The parties also agree that the District Business Representative may attend meetings, at the division level, by mutual agreement of the parties. The parties further agree that in the absence of any Union official in any of the above committees, a substitute may be appointed by the Union to attend such meeting as described above.

**Section 9:** The Employer agrees to make available to the Union two (2) chairs and two (2) desks, a maximum of five (5) lockable file cabinets, and access to a maximum of three (3) telephones with an outside line to be used only for local non-toll calls, in a reasonable space located in building 137, if possible, for use by union representatives. These facilities may be used by Union representatives, only in the conduct of business specifically authorized by this Agreement and applicable regulations, and will be used to conduct or transact internal business of the Union. Employer agrees to make available four (4) beepers for Union representatives that may include beepers already provided by the command. The Employer agrees to provide the Union with computer hardware, software, and printer access in accordance with existing standards.

**Section 10:** The President, Vice-President, and chief stewards shall not be required to utilize inter-activity passes.

**Section 11:** All employees upon assignment, to any shop within the unit will be introduced to the shop steward.

**Section 12:** When the immediate supervisor questions an employee in an effort to assure himself of the facts of a situation within the normal scope supervisor-employee relationship, Union representation is not required.

**Section 13:** At any time, an employee may waive the right for Union representation if they desire not to have the Union present. If the employee refuses Union representation, the employee may sign a statement waiving this right in the presence of the shop steward and the shop supervisor at that time.

## **ARTICLE 8**

### **BASIC WORKWEEK, HOURS OF WORK, AND SHIFT WORK**

**Section 1:** The basic 40-hour workweek shall be scheduled on five (5) days, which shall be Monday through Friday, except as hereinafter provided.

**Section 2:** Except when the head of an Agency determines that the Agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased: the Employer agrees not to change the basic workweek of Monday through Friday of any employee, except those whose jobs are directly related to the protection of property; security; health; the providing of necessary utilities; the maintenance, repair or installation of plant facilities and equipment, which cannot be performed without disruption to the productive process during normal productive hours; the support required for production operations conducted outside the normal basic workweek; and such required support for production operations is of a continuous nature. For purposes of this section of the Agreement, work situations defined as continuous in nature shall be requirements of six (6) weeks or more. The Employer further agrees to discuss, with the Union President, any proposed changes in the basic workweek, prior to effecting such change. The Employer agrees that any workweek other than Monday through Friday shall be scheduled over five (5) consecutive days in the administrative workweek.

**Section 3:** Except as otherwise provided in this Agreement, the selection of employees for assignment to a different basic workweek will be made in accordance with the following procedure:

a. Establish a roster of all employees in the respective shops who are subject to this assignment based on seniority (most senior at top) using employee federal service computation dates (leave). Notify all employees in the shop who wish to volunteer for the different basic workweek to inform their supervisor. All volunteers will be utilized first. After initially establishing the roster, any additions to the list will be made by SCD. In the event there are not enough volunteers, the supervisor will refer to the shop roster and select as many employees as are needed, in the order they appear on the roster. In the event there are more volunteers than are needed, the employees volunteering will be permitted to change to a different basic workweek as they appear on a seniority list compiled, on the basis of federal service computation date. The volunteers will be assigned from the senior employee down the list to the junior employee. Employees will be assigned (forced) as they appear on the roster, junior to senior or in the reverse order mentioned above. Once the employee's different basic workweek is changed, it will not be disturbed except by request of the employee, or there is no longer a workload requirement for their services. Vacancies shall be filled in accordance with the aforementioned procedure. It is to be understood that a volunteer for change of a different basic workweek does not exempt an employee when their name appears for assignment from the shop roster, except during the period of time they are actually on a change to the different basic workweek. Records will be kept of all changes of different basic workweek in order to assure compliance and will be made available to the Union upon request.

b. Employees will not be assigned to a change in the basic workweek who are expected to be in a non-work status for a major portion of the assignment period. Employees on extended leave or absences will be bypassed on the seniority roster. Upon their return to work status,

employees bypassed on the seniority roster will be assigned to the first change in the alternate work schedule, which occurs after their return.

c. Exceptions to this section shall be made only when the character of the work dictates the assignment of specific employees having special skills or training. Any exception will be discussed with the Union, in advance.

**Section 4:** The normal shift hours of employees in the unit shall be as follows due to the extraordinary circumstances brought about by the Force Protection Conditions imposed by the Air Station:

FIRST SHIFT	SECOND SHIFT	THIRD SHIFT*
0630-1500	1530-2345	2300-0700
30 Minute lunch period	15 Minute lunch period	No lunch period

\*When a shift includes parts of two (2) calendar days, the shift will be known by the calendar day on which it starts. No scheduled lunch period. Employees will be permitted to eat lunch on the job when it is possible to do so without stopping or interrupting their work. Third shift shall be authorized three (3) 15 minute breaks during an eight (8) hour shift.

For the Regulated Tools/Hazardous Materials Shop, management shall be able to adjust start times for support shop personnel to ensure that production shops are supported especially due to staggered start and release times.

FIRST SHIFT	SECOND SHIFT	THIRD SHIFT*
0700-1530	1530-2345	2300-0700
30 Minute lunch period	15 Minute lunch period	No lunch period

All overtime worked within the production department will be at the same start times and stop times.

FIRST SHIFT	SECOND SHIFT	THIRD SHIFT*
0700-1530	1530-2345	2300-0700
30 Minute lunch period	15 Minute lunch period	No lunch period

**Section 5:** Employees shall not be required to double back on a shift which would involve performing more than eight (8) hours regular work in any 24-hour period, except when such actions are dictated by reasons that are not related to the normally assigned duties or where such assignments are essential to carrying out the mission of the Employer. Changes to any employee's basic workweek and work shift will be made in accordance with applicable controlling rules and regulations.

**Section 6:** All employees working on second or third shift assignments shall receive the applicable shift differential determined in accordance with the Office of Personnel Management wage policies and procedures, and so long as they are assigned to these shifts, their shift differential shall be considered to be part of their basic pay, for all pay purposes such as overtime, leave, holiday pay, retirement benefits, and life insurance.

**Section 7:** In cases of interrupted or suspended operations resulting from conditions which cannot reasonably be foreseen, employees other than ninety (90) days or less appointees, reporting to work as scheduled, shall not be required to take annual leave for any part of the scheduled shift, without having been notified at least prior to the end of their preceding shift. In the event notification is not made on a scheduled workday, such notification shall be at least twenty-four (24) hours in advance. In this connection, it is mutually agreed that employees may be assigned such work as the Employer has available in order to avoid relieving them from duty. Any employee declining available work shall be required to take annual leave if available; otherwise, leave without pay.

**Section 8:** Each employee in the unit shall be allowed to partake of small refreshments (e.g., soft drinks, coffee, nabs), provided such activities do not interrupt the employee's work schedule nor require a "set aside" of duty time for this purpose. The Union and Employer mutually agree that employees must use good judgment in the exercise of this right. It is further agreed that supervisors shall treat all employees in the unit equitably in this regard.

**Section 9:** Adequate time shall be allowed for clean-up and for storage and return of government-owned tools. Inequities or abuses in this regard shall be resolved by discussion between the shop steward and the supervisors. No employee will be required to remain after their shift for purposes of cleaning up their designated area, without applicable compensation of pay.

**Section 10:** When administrative excusal is authorized because of extreme weather conditions, breakdown of equipment, other emergency, or act-of-God situations, all employees who report to or are scheduled to report for work and whose services are not specifically required, will be excused, without charge to leave, for the remainder of their work shift, except where prohibited by applicable regulations. If administrative excusal is authorized for late start of work for employees experiencing bad driving conditions, when they arrive to work after their start time they are to start to work and not wait to the last authorized administrative excusal time to start to work. Administrative excusal may be based on geographical areas.

**Section 11:** No employee in the bargaining unit shall be assigned to perform work either before or after their scheduled working hours without compensation at the existing overtime rate.

**Section 12:** If an employee is less than one (1) hour late at the beginning of the work shift, their immediate supervisor may excuse their tardiness.

**Section 13:** Second and third shifts shall be as defined in Article 8, Section 4. Employees required to work on either shift will be paid the night shift differential in accordance with applicable laws, rules, and regulations.

**Section 14:** Seniority shop rosters with SCD dates shall be maintained and posted on shop bulletin boards by the Employer. Except as otherwise provided in this Agreement, second and third shift work will be distributed in accordance with the following procedure:

a. For establishing a new second or third shift, the Employer will establish a shift roster of all the employees in the shop subject to work second or third shifts based on seniority using employee SCD. Seniority starts at the top of the list and volunteers are asked for from the top to

the bottom. Assignments will be done from the bottom to the top. If the Employer is establishing a new second or third shift, all employees will be asked for volunteers and if necessary, employees will be assigned to the new shift based on seniority within their shop. Request for volunteers will be asked only once officially. All volunteers for 2<sup>nd</sup> or 3<sup>rd</sup> shift will be used first. The Employer will assign employees to fill forces on 2<sup>nd</sup> shift first then 3<sup>rd</sup> shift. Second or third shift employees may volunteer for a different shift other than their current shift. In the event the Employer receives more volunteers for second or third shift than are needed, employees will be permitted to work second or third shift as they appear on a seniority list compiled on the basis of SCD. The seniority list will be followed in ascending order for forces to 2<sup>nd</sup> and 3<sup>rd</sup> shift. If a new shift is required to be established, it will be filled before other normal shift rotations are performed as identified in subparagraph b. below.

b. For meeting normal shift rotations (does not include normal bumping rights as identified in section 18 of this article) for an established shift, the Employer will utilize the established seniority shift roster of all the employees in the shop subject to work second or third shifts based on seniority using employee SCD. Seniority starts at the top of the list and volunteers are asked for from the top to the bottom. Assignments will be done from the bottom to the top. Assignments will be from the aforementioned established seniority shift roster and will only be from first shift. Request for volunteers will be asked only once officially. Volunteers will be utilized first. The Employer will assign employees to fill forces on 2<sup>nd</sup> shift first, then 3<sup>rd</sup> shift.

c. Once employees are assigned second or third shift work, this shift will not be disturbed except by request of the employee, the employee is bumped per section 18, mutual agreement of the Employer and the Union; the employee is performing in less than a fully successful manner; the employee continues to have leave problems, there is no longer a need for his/her services on the shift; or, the qualifications possessed by an employee are required on another shift, in which case, should there be more than one employee with the required qualifications, the junior employee based on SCD will be assigned to shift first.

d. It is to be understood by all that a voluntary tour of second or third shift does not exempt an employee when their name appears for assignment from the seniority shop roster, except during the period of time that an employee is actually on second or third shift.

Exception: Employee is next to be assigned when returning to day shift from 2<sup>nd</sup> or 3<sup>rd</sup> shift, the employee shall serve a shift change on day shift before being assigned to 2<sup>nd</sup> or 3<sup>rd</sup> shift. However, employee may accept the assignment.

e. Employees will not be assigned second or third shifts who are expected to be in a non-work status (Definition of non-work status – leave, temporary promotions, details, etc.) for a majority portion (50% or more) of the assignment period. Employees on extended leave or absences will be bypassed on the seniority shop roster. Upon their return to work status, employees bypassed on the seniority shop roster will be assigned to the first second or third shift change which occurs after their return. In the event an employee takes 50% or more leave on the shift after they have been scheduled for that shift, they will be required to pull another shift rotation due to their excessive absence on that shift.

f. Exception to this section shall be made only when the character of the work dictates the rotational assignment of specific employees having special skills or training or for disciplinary

reasons. Any exceptions will be discussed with the Union President and the Division Director in advance.

g. An employee may be changed to a day shift assignment for a period not to exceed four (4) consecutive weeks in any one calendar year, for the purpose of necessary formal training on the operation or repair of unfamiliar shop equipment, after discussion with the Union.

h. For the Regulated Tools/Hazardous Materials Shop, this training may be in 4 separate one (1) week increments for specialized or familiarization training or retraining within the scope of their position description. The Employer shall determine training requirements and employee's development, however, volunteers and/or seniority may be utilized if possible.

**Section 15:** Fourth (4th) year apprentices shall be subject to working second or third shift for their rotation, but may not volunteer for additional second or third shift assignments.

**Section 16:** Employees, who have been relieved from second or third shift duty for any reason and are restored to such duty, shall be assigned to the first opportunity for shift assignment, second or third shift, change which occurs after their restoration of such duty. Bumping does not apply to this section of the agreement.

**Section 17:** In de-staffing of a second or third shift, it is agreed that employees assigned to work second or third shift who did not volunteer shall first be restored to their normal shift, in the inverse order in which they were assigned; and, that volunteers will next be released from second or third shift work in the inverse order of SCD, i.e. junior employee(s) to more senior employee(s). Employees who did not initially volunteer for second or third shift but chose to stay on that shift will be considered "volunteer" when destaffing a shift is necessary.

**Section 18:** Senior employee(s) shall be given the opportunity to bump less senior employee(s) from second or third shift on the first shift rotation of each calendar year. Assignment shift rosters shall remain the same. This opportunity will be given only under all of the following conditions:

(1) SCD will be utilized to determine senior employees.

(2) Bumping will be allowed by anyone with 10 years or less of being eligible to retire within their own shop.

**Section 19:** The normal shift hours of unit employees shall not be changed to require more than one (1) regular shift within any twenty-four (24) hour period. For the purpose of this section, "twenty-four (24) hour period" is defined to mean that period which begins from the time an employee's shift begins, whatever shift it may be, to a point twenty-four (24) hours later. In this regard, changes of employees to another shift, as defined in Article 8, Section 4, will be made to coincide with the employee's regularly scheduled non-workdays. The intent, for example, is to preclude changing an employee from the second shift on one day to the first shift on the following calendar day. Exceptions to the provisions of this section may be made when the employee's attendance is required on another shift for non-production reasons such as, participation in grievances and administrative hearings, physical examinations, etc. In such cases, at the completion of this requirement, the employee will be afforded a choice of being

placed in an annual leave status or completing the shift on a regular production assignment. Also excepted are those instances where a change is made at the request of the employee. Other exceptions may be mutually agreed to by the Employer and the President of the Union or their designee.

**Section 20:** The Employer shall notify the employees of shift change assignments as soon as practical but not less than seven (7) calendar days prior to the start of the change. This notification will be made except when the Command would be seriously handicapped in carrying out its function or costs would be substantially increased. For these emergency situations, as much advance notice as possible will be utilized. These emergency situations will be discussed with the Union and the Employer and every attempt to minimize these situations shall be made.

## **ARTICLE 9 OVERTIME, FRIDAY, SATURDAY, SUNDAY AND HOLIDAY WORK**

**Section 1:** Overtime work shall be paid for at the appropriate overtime rates for non-exempt employees, in accordance with the current pay regulations. Overtime rates shall include any shift differential or additional pay to which the employee is entitled. Overtime either pre or post shift is scheduled for a Monday through Friday unless work load changes. When asking for overtime on a Saturday, Sunday or Holiday it is for one day only. (Example: If you are working a Saturday and Sunday you will ask and force the necessary personnel for Saturday, and tally the results of volunteer 8 hours and force 12 hours for that Saturday. Then you will reorganize the list by hours and ask the lowest hour employee and down the list for Sunday.)

**Section 2:** The Employer agrees to distribute overtime equitably among all employees within shift, shop and classification as far as the character of the work will permit, utilizing a roster based on SCD (Most Senior Comp date on top). Employees assigned to overtime must be reasonably qualified to perform the overtime work in an efficient and expeditious manner. When overtime work, which requires familiarization training, becomes sufficiently repetitious to unbalance the equitable assignment of overtime, then the Employer will make every reasonable effort to qualify employees for that work. Consistent with the above, every reasonable effort will be made to assign overtime to the employee with the least accumulated overtime. When there are ties in overtime hours, the tie will be broken by employee SCD.

a. When the immediate supervisor assigns overtime to shop employees and bypasses an employee with less overtime in the trade and rate of those assigned, the assigning supervisor will discuss the reason with the shop steward and the affected employee. When an employee is bypassed on the overtime roster, he/she will not be credited any hours and the next employee on the roster will be given the opportunity to work the overtime. The reasons may include such things as special skills, continuity, qualifications or physical requirements. When the affected employee feels the reasons explained to him/her are not valid, he/she can immediately get permission to contact the chief steward or if not available, the Union Shops Committee Chairman.

b. If an employee or the Union is aware a mistake was made in assigning the overtime (i.e., an oversight on the part of the supervisor), the affected employee and/or the Union representative must notify the shop supervisor or relief supervisor two (2) hours prior the end of the same shift



the day before the overtime is scheduled to start. Failure of the employee and/or the Union representative to pursue this matter will negate the right to grieve the matter.

**INTENT:** The intent of Section b. above is to place responsibility on the employee and/or the Union to raise the issue of a concern or an oversight prior to the overtime, so that the matter can be resolved/corrected accordingly, in advance.

c. It is agreed that should an eight (8) hour overtime assignment not last a full eight (8) hours, the Employer will notify those affected and the steward, if working, by midway through the scheduled shift, before sending employees home without making a full eight (8) hours. Callback overtime will be assigned in accordance with the provisions of Section 8 of this article.

**INTENT:** It is understood by the Parties that there is no obligation to pay beyond the hours of work performed, if the Employer fails to notify, by midway through the scheduled shift.

**Section 3:** The Employer shall notify the affected employees and the cognizant shop steward of the requirements by shop, shift and classification/grade for all overtime work, promptly after establishing firm overtime requirements. Except for emergencies or unforeseen circumstances, or an employee being absent on leave, such notification will be made prior to the end of the previous shift worked preceding the shift on which the overtime is scheduled. (e.g., if the overtime is on a Saturday, Sunday or a Monday holiday, the notification will be given on Thursday unless there is an emergency or unforeseen circumstance). It is recognized by the parties hereto that due to the nature of the Employer's work commitments, advance notification of overtime assignments is not always possible. When assigning overtime work which involves extension of an employee's shift, and notification of such assignments is not given prior to the end of the previous shift, the Employer will give every consideration to the employee's convenience, including, upon request, making every reasonable effort to arrange transportation which will enable them to get home. The Employer, prior to making the overtime assignment, will consider such fact in the event the Employer is unable to make such arrangements. An employee may be relieved of any overtime assignment provided another qualified employee is willing to substitute for them under the following conditions:

a. When a shop supervisor (shift/shop) takes up the overtime and does not get enough qualified volunteers in any particular classification, they shall assign the employee with the lowest accumulated hours. Until the supervisor informs the employee a qualified replacement has accepted and been assigned the overtime assignment, the employee is responsible for working the overtime assignment.

b. When an employee is assigned to work overtime and wants to be relieved of the overtime assignment, the employee shall make their wishes known to the immediate supervisor.

c. When a shop supervisor receives a request for a replacement from an employee that was assigned to work overtime, the supervisor shall make every reasonable effort to find a qualified replacement. The following order shall apply:

- (1) A higher or lower graded employee on the same shift from the same shop;
- (2) The same grade employee on another shift from the same shop;

(3) A higher or lower grade employee on another shift from the same shop. An employee from another shop on the same shift may be substituted, provided that they have performed essentially the same or similar work in that shop within the past year and is current in their Individual Qualification Record (IQR).

**Section 4:** The Employer agrees to maintain current records of all overtime worked in the unit by the individual employees, in each shop, shift and classification and agrees to conspicuously post such current records in each group.

**Section 5:** No employee shall be laid off during the regular shift hours of their scheduled workweek in order to compensate or offset overtime hours worked outside of their regular work shift or basic workweek.

**Section 6:** When an employee is required to work unplanned overtime of over two (2) hours and food is not available within reasonable walking distance, the Employer shall allow an employee to obtain food from a food service provider on station or to have food delivered to this Command at the employee's expense. (Example of unplanned overtime: extension of an 8 hour shift which you had no prior notice. Unplanned overtime is not a scheduled overtime on a Saturday, Sunday or Holiday).

**Section 7:** When an employee is required to work on an unscheduled assignment in a remote area during the time of their normally scheduled meal period and food is not available within reasonable walking distance, the Employer shall allow an employee to obtain food from a food service provider on station or to have food delivered to this Command at the employee's expense.

**Section 8:** The Employer agrees to make every reasonable effort to provide a minimum of four (4) hours work to an employee called back to work, outside of and unconnected with regular shift hours within the basic workweek. In any event, employees called back on an overtime basis shall receive a minimum of two (2) hours pay at the overtime rate even though no work, or less than two (2) hours work, is actually performed.

**Section 9:** For overtime distribution purposes, apprentices in the fourth (4<sup>th</sup>) year of their apprenticeship shall be carried on the journeyman overtime distribution list; third (3<sup>rd</sup>) year apprentices shall be carried on the WG-09 Machine Tool Operator overtime distribution list; second (2<sup>nd</sup>) year apprentices shall be carried on the WG-08 Machine Tool Operator overtime distribution list; helpers and first (1<sup>st</sup>) year apprentices and WG-05 Student Career Experience Program (SCEP) and below, shall be carried on the helper overtime distribution list, after they have been employed for a period of three (3) months. Apprentices and SCEPs shall be afforded the opportunity to work overtime as their names appear on the above-cited lists, in accordance with the provisions of Section 2 of this article.

**Section 10:** Work performed on a holiday or work performed earning compensatory time in lieu of overtime, will be recorded on the overtime roster as overtime worked.

**Section 11:** No employee shall be denied the opportunity to work overtime, in accordance with the provisions of this Agreement, or for exercising their right to utilize annual and sick leave, in

accordance with the conditions outlined in this Agreement. However, employees must be in a work status when the overtime assignment is made or in a work status during the shift immediately preceding the overtime assignment in the shop for a minimum of four (4) hours on one of those two days. Exceptions may be made for documented, bonafide emergencies or unforeseen circumstances, such as acts of God, nature or National Emergencies. Employees in a work status at the time overtime assignments are made, and who indicate availability for overtime assignments, shall not be excluded from overtime assignments otherwise entitled to for utilizing approved leave on the shift immediately preceding the overtime assignment. Employees who are assigned overtime and are absent from work without prior authorization on the shift immediately preceding the overtime, are responsible for indicating their availability, by personal phone call or e-mail to their supervisor, for such overtime assignment, no later than the midpoint on their shift immediately preceding the overtime. The employee is responsible for such notification, and failure to so notify, will result in the employee being removed from the overtime assignment and another employee being assigned.

**INTENT:** The fourth sentence of Section 11 reads, "Employees in a work status at the time assignments are made and who indicate availability for overtime assignments shall not be excluded from overtime assignments otherwise entitled to for utilizing approved leave on the shift immediately preceding the overtime assignment." (Emphasis added.) Overtime assignment, as underlined above, was also intended and is interpreted to mean, when the overtime is scheduled to be worked.

**Section 12:** Both the Union and the Employer recognize that overtime rosters are not readily available to personnel authorizing "call back." Employees inadvertently contacted out of order on the overtime roster to report for duty on "call back," will be charged on the roster for overtime worked or declined. Exception to this understanding will be made only when employees who have been absent due to illness on their regularly scheduled shift preceding the "call back" should not be called; however, if by error they are contacted, they should decline and they will not be charged for the period.

**Section 13:** It is agreed that leaders shall be assigned to the overtime roster within their comparable WG rates (e.g., WL-10 on the WG-10 overtime list).

**Section 14:** Employees transferred from one shop or shift to another or promoted, shall initially be charged the average number of hours of the employees within the shop and job classification on the shift to which they are assigned for overtime distribution purposes. The same procedures shall apply to new hires. Any ties with respect to overtime hours will be broken by employee SCD (assign by junior SCD and volunteer by senior SCD) "When bargaining unit personnel are dispatched as part of a field team on temporary detached duty and classification to which they are normally assigned, they will be bypassed on the overtime list."

**Section 15:** Employees forced to work overtime after declining to work, shall be charged the number of hours of the overtime assignment plus an additional 50 percent of the assigned hours. One hour will be the minimum number of additional hours charged (Rounding rules to apply). Overtime assignment will be made on Thursday will not be changed except by the following: if employee was assigned overtime they can be relieved by another employee who made themselves available for Friday. The employees who made themselves available on Friday will relieve the assigned employee and this will be based on last assigned, first relieved.

**Section 16:** If an employee is taken out of their shop (includes details, temporary assignments, extended sick leave, annual leave, and/or non-pay leave or any other approved absences) for a period of four (4) weeks or more, the employee will be removed from the overtime roster. Light duty employees will be considered for overtime on a case by case basis and if unable to perform overtime duties for four (4) weeks or more, they will also be removed from the overtime roster. Upon return to the shop, they will be averaged back onto the overtime roster.

**Section 17:** Contractors shall be allowed to work overtime, after the shop supervisor meets all the following provisions: Supervisors will exhaust all voluntary FRC East bargain unit employees, within their shop prior to requesting contractor overtime. When overtime requirements exceed shop resources, supervisors will give first consideration to FRC East bargain unit employees. If a supervisor cannot get enough FRC East volunteers within their shop, they will ask for FRC East volunteers from another shift in the same shop or another shop on the same shift, if the other shop volunteers are qualified to perform the subject tasks being worked. This practice affords our employees the first opportunity to work overtime.

**Section 18:** The Employer shall excuse employees, depending on workload, from a weekend overtime assignment if there are other qualified employees, within the shop and shift, available for the assignment using the following provisions:

a. An employee may not be excused from an overtime assignment more than two times per quarter.

b. Employees must request to be excused from an overtime assignment no later than one (1) hour prior to the end of their normally scheduled shift at the beginning of their workweek (i.e., Monday, if Monday is a holiday, then Tuesday).

c. Supervisors will normally render their decisions on request for exemption from overtime on the following workday.

d. An employee shall be considered to have utilized one of their exemptions if their exemption was approved, whether they would have been scheduled to perform the overtime or not.

e. No more than fifteen (15) percent of shop employees, a minimum of one, may be exempted from working overtime on any particular weekend.

**Section 19:** For irregular or occasional overtime, at the request of an employee, the Employer may allow an employee to earn and use compensatory time, subject to workload requirements. Compensatory time earned is to be used only for the accomplishment of necessary work that is to be performed on an occasional or irregular basis outside the normal work hours. The employee shall submit their request for compensatory time earned, in writing, to the appropriate supervisor. Earning compensatory time will be voluntary on the part of the employee and must be approved by the Employer.

a. Compensatory time is only authorized for work, which is specifically scheduled and performed during the same administrative workweek (normally Sunday through Saturday). If the work requirement surfaces on a Friday and is to be performed the following Monday, then

compensatory time is not authorized; as more than one workweek is involved. Compensatory time earned shall be documented on the overtime roster, in accordance with overtime documentation procedures.

b. Requests for the form of compensatory time shall be documented on a Request for Leave or Authorized Absence, OPM-71. Compensatory time off may be granted before annual leave is approved except when annual leave would otherwise be forfeited.

c. All compensatory time earned must be used within 26 pay periods or it will be paid at the overtime rate at which it was earned.

## **ARTICLE 10 ANNUAL LEAVE**

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

**Section 2:** If requested to do so by individual employees, the Employer will schedule annual leave for purposes of vacations of one (1) week or more continuous duration, for those employees who have sufficient leave due and accrued for the purpose. Sufficient leave shall have to be accrued by the time the employee is supposed to be off for the scheduled vacation. An approved week or more of annual leave for vacation purposes should in no way be construed as pre-approval of Leave Without Pay (LWOP). Conflicts in employee requests for such leave received before February 10 of each calendar year will be scheduled in accordance with individual seniority, based on employee's service computation date, for the group of employees with the same job classification reporting to a single supervisor. Once an employee has made their selection, they shall not be permitted to change their selection, if by doing so they would disturb the choice of another. Requests for such annual leave after February 10 will be granted,

subject to the reasonable requirements of the Employer, on a first-come, first-serve basis. In the event a subsequent shutdown or reduction of operations requiring a change in vacation plans made by an employee occurs, the employee shall have the right to have their vacation rescheduled.

**Section 3:** The Employer agrees that during any period of shutdown or reduced operations, every reasonable effort will be made to provide work for employees who request to work, based upon the following priorities:

- a. Those that have no annual leave to their credit.
- b. Those who have eighty (80) hours or less to their credit.
- c. Those that, if required to use annual leave at that time, would not have sufficient annual leave accrued to cover their previously scheduled vacation period by the actual time it is scheduled.

**INTENT:** SCD will be utilized to break any ties to meet the requirements of the aforementioned priorities.

d. Forced leave for lack of work or funds will not be required of any unit employees, so long as there is excess work in their job rating which they are qualified to perform without familiarization training which is being performed by other unit employees on an overtime basis, provided that equipment and machines necessary to efficiently perform the work is available. "Familiarization training" means a minimum of sixteen (16) hours of supervised instruction required before a particular journeyman is able to operate the necessary equipment.

e. If work cannot be provided for those employees who do not have annual leave to their credit, the Employer agrees to advance annual leave, if requested, to those eligible to cover the period of shutdown, providing that such leave shall not exceed that which would be accrued during the current leave year.

f. When forced leave is required on a plant-wide basis (e.g., reduced plant operations for vacation purposes and plant shutdown), notification to employees and the Union shall be made by notice, memorandum, or other regular means of communication, as far in advance as possible.

**Section 4:** Employees who have accumulated leave in excess of the maximum, which can be carried forward to the next calendar year, may, at the discretion of the immediate supervisor, be counseled in regard to scheduling such excess leave. If, after consultation between the supervisor and subject employee, a conflict exists in connection with scheduling of the excess leave, the supervisor, at their discretion, will schedule the excess leave. Supervisors scheduling leave, as herein, shall give to the maximum extent possible, due regard and consideration to the desires of the employee.

**Section 5:** It is agreed that employees who have scheduled vacations as provided in Section 2 of this article, shall not have their choice of time disturbed to accommodate an employee who must use excess leave.

**Section 6:** Notification to an employee by the Employer on requests for annual leave will be made as soon as reasonably possible and in accordance with the following:

a. For three (3) days or less, notification will be given on the same day the request is submitted to the immediate supervisor, provided such requests are submitted prior to the mid- point of the shift.

b. For vacations scheduled in accordance with section 2, notification will be given by February 20.

c. For leave of four (4) days or more turned in after February 10, notification will be given within three (3) working days after the February 20 deadline.

**Section 7:** Requests for annual leave for unforeseen circumstances will be approved upon submission of a justifiable explanation of the reasons for the absence.

**Section 8:** Workload permitting, any employee having annual leave to their credit may apply in advance for leave, and such leave with pay shall be approved for any workday which occurs on the employee's birthday.

**Section 9:** An employee may be excused without charge to leave or loss of pay for up to three (3) work days, which need not be consecutive, as necessary to make arrangements for, attend the funeral of or memorial service for, an immediate relative who dies as a result of wounds, disease, or injury incurred while serving as a member of the armed forces in a combat zone (as determined by appropriate authority). Immediate members are spouse and parent thereof; children and spouses thereof; brothers and sisters and spouses thereof; and parents.

**Section 10:** No employee will be forced to work overtime for the two non-work days immediately preceding approved leave for a full week or more, so long as another qualified employee is available.

## **ARTICLE 11 SICK LEAVE**

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

**Section 2:** Sick leave, if due and accrued, shall be granted to employees when they are incapacitated for the performance of their duties. Employees not reporting for work because of incapacitation for duty shall furnish notice to the Employer, by telephone, by a fellow employee, or as a last resort, notification by E-mail may be utilized. This notification shall be as soon as practical after the beginning of their scheduled work shift normally within three (3) hours unless there are extenuating circumstances; or where impractical to do either, notify by letter or card postmarked or dated the first day of absence. The employee is responsible for making every reasonable effort to insure that notification is made. When reporting, the Employer shall be furnished the employee's name, shop designation, reason for absence, and estimated duration of

absence. Any absence beyond the original estimated time will also be reported. Such notification shall not, in itself, be justification for approval or disapproval of sick leave.

**Section 3:** Sick leave, when necessary, shall be granted to the extent due and accrued for medical, dental or optical examination or treatment. Except for emergency treatment, sick leave for these purposes shall be obtained, in advance, and the amount approved shall be limited to the amount reasonably determined necessary for the specific request, including travel time. Upon return to work from the scheduled leave request, the employee may provide any documentation to certify his request for leave.

**Section 4:** Management may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. Regardless of the duration of the absence, an agency may consider an employee's certification as to the reason for his or her absence as administratively acceptable evidence. For an absence in excess of 3 workdays, or for a lesser period when determined necessary, the agency may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence for any of the purposes described in Sec. 630.401(a). The following procedure may serve a basis for the issuance of a Letter of Requirement:

a. There is a reasonable and justifiable basis to indicate that the employee has not been prudent in the exercise of sick leave privileges over the previous 12-month period.

b. The Employer has counseled the employee, with Union representation if the employee so desires, in respect to the use of sick leave, a record of such counseling is on file, and the sick leave record of the employee subsequent to the counseling does not indicate improvement. The Employer will review annually, and, upon request of the employee, semiannually, the sick leave record of each employee counseled. The record of counseling will be removed from the record at the time of such review, provided the employee's sick leave record does not indicate continued abuse subsequent to the counseling. Sick leave absences covered by a medical certificate will not be considered as abuse of sick leave privileges unless the Employer has specific evidence, which contradicts the medical statement.

c. The employee has been furnished written notice that they must furnish a medical certificate for each absence which they claim was due to illness. Such written notices will not be filed in the employee's official personnel file.

d. It is further agreed that the Employer will review annually, and upon the request of the employee, semiannually, the sick leave record of each employee required to furnish a medical certificate for each absence which they claim was due to incapacitation for duty. The requirement shall be rescinded, in writing, at the time of the review provided the employee's sick leave record during the review period does not indicate abuse. Sick leave absences covered by a medical certificate will not be considered as abuse of sick leave privileges unless the Employer has specific evidence, which contradicts the medical statements.

**Section 5:** In the event an employee is absent because of incapacitation for duty and does not obtain professional medical attention, sick leave for the period, if due and accrued, shall be granted, upon submission of administratively acceptable evidence, other than a medical certificate.



**Section 6:** Employees who are sent home sick by the Occupational Health Clinic shall not be required to furnish a medical certificate to substantiate such sick leave unless it exceeds three (3) days continuous duration. However, in those exceptional cases when the Occupational Safety & Health Officer deems it prudent, they will recommend the employee see a private physician and may request they bring a statement of findings on return to duty. In accordance with Section 4 above, such certificate will be furnished for periods of absence subsequent to the day they are sent home from the activity.

**Section 7:** Employees, upon request, who are incapacitated for duty because of serious illness or disability, shall be advanced sick leave not to exceed 30 days provided:

- a. The employee is serving under a career or career-conditional appointment;
- b. The employee has a minimum of one year's continuous federal service;
- c. The employee has no sick leave to their credit;
- d. There is no evidence indicating that the employee is contemplating separation by retirement or resignation;
- e. There is reasonable evidence, substantiated by a medical certificate, that the employee will be capable of returning to work and fulfilling the full scope of their duties;
- f. There is no evidence indicating the employee will not remain employed after their return to duty long enough to repay the advance of sick leave;
- g. The employee does not have a current Letter of Requirement for abuse of sick leave only.

**Section 8:** If an employee furnished administratively acceptable evidence showing that the employee's absence was necessary to care for a member of his or her immediate family who was ill with a disease requiring isolation, quarantine, or restriction or movement for a particular period by regulations of local health authorities, sick leave will be granted.

**Section 9:** The Union agrees that they will support Management in seeking sick leave conservation.

## **ARTICLE 12 LEAVE WITHOUT PAY**

**Section 1:** Employees in the unit, not to exceed four (4) employees at any one time, elected or appointed as delegates to a Union convention or other such function which necessitates an absence from the activity for periods not to exceed four (4) weeks, shall be granted annual leave or Leave Without Pay (LWOP) provided reasonable advance notice is given. The Employer reserves the right to limit the number of employees from one work location to the extent necessary to carry out the mission of the Facility. All Union representatives requesting LWOP

shall provide the duration and location of the union activities for approval by the appropriate management official.

**Section 2:** In the absence of compelling circumstances, employees accepting full-time positions as Union representatives shall be granted Leave Without Pay (LWOP) for the term of their office. Leave Without Pay (LWOP) for such shall be granted in increments of not more than one year. No more than two (2) employees will be granted leave for these purposes at any one time.

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

**Section 4:** Employees in an approved Leave Without Pay (LWOP) status will accrue all rights and privileges, in respect to retirement status and coverage under the Group Life Insurance and Federal Employee's Health Benefits Program to which they may be entitled, as provided by applicable statutes and regulations.

**Section 5:** Employees requesting LWOP will submit their requests to their supervisor. These LWOP requests will be approved/disapproved by the appropriate management official. Approval/Disapproval will be based upon workload requirements, personal circumstances, and/or medical documentation.

## **ARTICLE 13 HOLIDAYS**

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

**Section 2:** Holidays, as determined above, will be observed as non-work days. Whenever such holidays as are determined above fall on Saturday or Sunday, the Employer shall observe the proceeding Friday or the succeeding Monday, in lieu of such holidays.

**Section 3:** Eligible employees shall receive eight (8) hours at their regular hourly rate plus any appropriate shift differential on all days defined as holidays that they are not required to work.

**Section 4:** Employees working on a holiday outside their scheduled workweek shall receive the same pay plus any applicable shift differential as they would normally receive on an overtime day.

**Section 5:** Employees working on a holiday within their scheduled workweek shall receive double their hourly rate and appropriate shift differential for all hours worked on such holidays, in accordance with regulations.

**Section 6:** Employees shall be notified of a requirement to work on a holiday, in accordance with the notification procedures for overtime work as outlined in Article 9. The Employer

further agrees to advise the cognizant shop steward as to the specific reasons for requiring unit employees to work on a holiday.

## **ARTICLE 14 TRAVEL**

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

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

**Section 3:** A standard travel order will be issued to employees when required to travel beyond the local area. The local area, for purposes of this Agreement, is considered to comprise an area within forty (40) road miles of Marine Corps Air Station, Cherry Point. Work assignments requiring travel within the local area may and will, upon the employee's request, be authorized, in writing. Every effort possible will be made to provide employees, in advance, with complete and accurate information in respect to:

- a. Purpose of travel assignment;
- b. Anticipated duration of assignment;
- c. Mode of transportation to the job site; and,
- d. Arrangements made for quarters and transportation at the job site.

Except where circumstances beyond the control of the Employer exist, employees shall receive their travel orders sufficiently, in advance, to insure that necessary arrangements for obtaining transportation requests and advancement of per diem allowances (as provided by DoD Joint Travel Regulations) can be accomplished during working hours and prior to departing on temporary additional duty. Maximum permissible advancement of per diem and mileage allowance, less two quarters, will be made upon request, as allowed by Joint Travel Regulations.

**Section 4:** For utmost economy in use of travel funds, government transportation shall be used, to the maximum extent possible. The Employer will avoid scheduling employees to travel in

military configured aircraft and only when no other alternatives are available will such travel be required. For purposes of clarifying the intent of this Section, other possible alternatives would be the scheduling of government passenger-carrying configured aircraft (i.e., aircraft equipped with adequate seating and proper safety equipment and on scheduled or semi-scheduled flights), either commercial or government air is not available, travel by commercial carrier (i.e., air, rail, or bus) will be authorized. Exceptions to air travel will be made only if the traveler is medically barred. Prior to final determination of the mode of transportation for employees required to perform travel, the convenience of employees at the job site shall be fully considered. In this connection and to the degree permissible, the following alternatives, when requested, will be considered subject to prudent concern over the amount of travel time involved and physical demand on employees:

a. Authorization to drive privately-owned vehicles limiting the liability of the government to the cost of the alternative available mode of travel, as prescribed in Joint Travel Regulations, Volume 2.

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

**NOTE:** In the event the employees assigned the TDY cannot agree on driving arrangements, the Employer and the chief steward shall mutually resolve the dispute. However, the Employer reserves the right to decide.

c. Authorization to utilize a General Services Administration car or commercial rental car will be approved where most practical and advantageous to the government, limiting the government liability to daily rental fee plus reasonable mileage to and from the job site from the nearest adequate lodging facility. When performing local travel (40 road miles) by privately owned vehicle, reimbursement at the applicable mileage rate will be made for distances traveled. When passengers are authorized, mileage will also be paid for distances traveled in the pickup and return of passengers. The Employer further agrees that when the employee is required to utilize private or public transportation at the job site, reimbursement will be authorized to the maximum extent consistent with applicable regulations.

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

**Section 5:** Where the nature and location of the work at a TDY station is such that suitable meals cannot be obtained at the temporary duty station, reimbursement will be authorized for necessary round-trip transportation from place of temporary duty station to the nearest place where suitable meals can be obtained, provided a statement of the necessity for such travel accompanies the travel claim, consistent with regulations.

**Section 6:** It is understood that an employee in a travel status is entitled to reasonable hours of rest and will not be required to perform travel during unreasonable hours at night, if sleeping accommodations are not available. It is understood that availability of transportation, need to

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

**Section 7:** For the purposes of this Agreement, travel assignments are defined as work assignments performed outside the confines of Marine Corps Air Station, Cherry Point, North Carolina. When travel assignments are made to unit employees, they shall be rotated among employees within their organizational elements (shop and classification), to the extent permitted by the character of the work to be performed, the skills required, and the availability of employees, with first consideration given to the employee at the top of the list. In this connection, the first level supervisor furnishing personnel for field service teams will maintain a list of employees who have indicated they wish to volunteer to be considered for field service teams. This list and the master list (all shop employees eligible for travel) will show job ratings and declinations for field service teams. If there are no volunteers on the volunteer list, eligible employees on the master list will be asked. Any employee being forced to travel will be assigned from the master list. Complete records of all field service teams will be maintained for the duration of this Agreement by the first line supervisor of the appropriate shop and will be made available to the appropriate Union representative upon request. An employee selected for an assignment involving travel may request to be excused and such request will be favorably acted upon, provided other qualified employees are available for the assignment. In cases of denial of request for excusal, the reasons for denial will be explained to the employee and his Union representative, if so desired. Normally, Employer work commitments involving field service teamwork shall be the responsibility of the shop assigned the responsibility for performing this work. Such assignments will be rotated in accordance with the appropriate list. The appropriate shop steward shall be notified of travel assignments, including numbers, names, and classifications immediately after employees are individually notified.

**Section 8:** When the selection of Unit employees is made for assignments to duty in combat areas or where civilian employees would be exposed to civil or military combatants, the selections shall be made as follows:

- a. Those volunteering for the assignment; and
- b. Rotating such assignment among employees within an organizational element.

Volunteering for a travel assignment will not exempt an employee from his regular turn for travel, when due. An employee selected under this Section may request to be excused and such request will be favorably acted upon, provided another qualified employee is available for the assignment. In cases of denial of request for excusal, the reasons for denial will be explained to

the employee and his Union representative, if desired by the employee. If requested by the employee, and provided time permits, the reasons for denial will be reviewed and a decision rendered by the Commanding Officer, prior to the time of departure.

**Section 9:** Employees normally will be reimbursed for travel allowances due within ten (10) working days after receipt of approved claims by the Disbursing Office. In mitigating or unforeseen circumstances where a hardship exists, employees will be assisted in expediting the processing of travel claims. If an advance travel allowance exceeds the actual reimbursable amount, the traveler shall refund such excess promptly, as provided in Joint Travel Regulations, Volume 2. In an emergency, should a traveler be unable to refund any such excess advance, then the excess advance shall be recovered by offset of salary. It is agreed that travel claims will be processed by the FRC East and forwarded to the Disbursing Office without undue delay.

**Section 10:** It is mutually agreed that disputes or alleged inequities in connection with travel shall be resolved by consultation between the employee with his Union representative, if desired, and appropriate management officials having cognizance over travel.

**Section 11:** Once the initial voluntary Field Team Roster is established as mutually agreed to by the parties, an employee will not be allowed to have his name removed from the Field Team Roster, while a field team is in the process of being formed. Any employee who wishes to get on the Field Team Roster after it is initially set up, whether new employees or reinstatements, will go to the bottom of the list. When an employee removes their name from a field team roster, they will incur a 60-day waiting period before their name will be added to the bottom of the field team roster. Additionally, when an employee declines four field teams in a succession, they also will incur a 60-day waiting period, before their name will be added to the bottom of the field team roster. When the Employer cannot reach the employee at home for consideration for Field Team assignments, the Employer may request the presence of a Union official to verify that the employee was called and the phone call was unanswered.

**Section 12:** The Field Team Roster will be maintained on a rotational basis. The Field Team Roster will be established in a seniority based order (older SCD first). After the list is established, all new additions will go to the bottom of the list. The following rules will apply:

- a. The list will be by trade and grade level;
- b. The top name on the list will be asked first;
- c. Once accepted, declined, or away on another field team, their name will move to the bottom of the list;
- d. No number of field teams will be kept, only the date of the last action;
- e. If no one accepts, the first person from the master list will be assigned in the reverse order of the field team roster from the bottom to the top;
- f. Special skills or qualifications may cause deviations from the above;

g. All revisions to the roster will be dated and show the time of printing. The Employer will provide the appropriate chief steward with a copy of all revisions.

**Section 13:** If the character of the work requires certification by a Unit employee and the field team consists of two (2) or less employees, one (1) of the employees will possess a certification stamp.

**Section 14:** Since employees on a certified training program are carried on the field team roster, consideration will be given to excluding them from field team assignments, if the assignment would in any way interfere with training to the point of denying advancement in the program.

**Section 15:** The Employer will make every possible effort to insure that all bargaining unit employees will have adequate quarters while on a field team assignment, as outlined in the most recent OPNAV Instructions or Joint Travel Regulations relating to quarters assignment.

**Section 16:** The Employer will keep the Union apprised of all changes in the travel regulations that apply to bargaining unit employees. The Employer and the Union agree that they will continually strive to improve conditions for all bargaining unit employees assigned to field teams and that in this regard, both parties agree to continually update all applicable travel regulations as they apply to bargaining unit employees and keep Unit employees informed of such changes, by revising the field team information packet previously agreed to.

**Section 17:** Any employee who alleges that a travel claim is unduly delayed at the FRC East will be allowed to submit the problem via his shop steward to his chief steward. The chief steward will be allowed to bring the matter to the attention of the Employer, who will investigate the matter and expedite the claim or give the reason for the delay.

**Section 18:** Personal phone calls shall be allowed in accordance with the appropriate regulations.

## **ARTICLE 15 PERFORMANCE APPRAISALS**

**Section 1:** Performance Plans will be established in accordance with the two-tier system as directed by the Department of Navy. Under this system, an employee's summary rating will be either "Acceptable" or "Unacceptable." Performance plans, including time standards established by the supervisor, will, to the extent practical, be applied in a fair and equitable basis in evaluating unit employees who are covered by the same standards and are performing like duties.

**Section 2:** The Employer will determine the performance element to be evaluated and establish the standard of performance for positions in the unit. The element and performance standard is to be consistent with the duties and responsibilities of the applicable position and will, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria related to the position.

**Section 3:** The Employer agrees to implement a performance appraisal program in a fair and equitable manner, in accordance with applicable statutes:

a. Performance plans shall be provided to employees within 30 days after the beginning of each appraisal period, permanent assignment to a new position, and each detail or temporary promotion expected to last 120 days or longer. Performance plans include critical element(s) and related performance standard(s). At a minimum, performance standards are established at the “Acceptable” level.

b. Within 30 days of the rating cycle, a written Summary Rating of Record will be completed, as established by NAVAVNDEPOT 12430.1H.

c. Unit employees will be provided a copy of their Summary Rating of Record within 90 days of the end of the annual appraisal cycle.

**Section 4:** Employees will be counseled if they appear to be falling below the Acceptable level. If the employee's performance is determined to be unacceptable, they will be placed on a Performance Improvement Plan (PIP) to afford an opportunity for improvement, prior to initiating an adverse action. The employee will be advised of their right to Union representation. An official Unacceptable performance rating will not be assigned until the employee has had a reasonable opportunity to correct deficiencies to the Acceptable level. In the event the employee is not given notification sufficiently in advance of the end of the rating period to provide a reasonable opportunity for improvement, the rating period will be extended for the time necessary to provide for such a reasonable opportunity. The employee will be notified, in writing, via a PIP, which duties of the critical element the employee needs to improve; the corrective action needed; and the length of time the employee will be allowed to improve their performance before the assignment of an official rating. A copy will be furnished to the Union representative.

**Section 5:** The Employer will maintain a record of instances, which may adversely affect an Acceptable rating. Any record used to substantiate a PIP, as it pertains to an employee, will be available for review by the employee and the Union representative, upon request.

**Section 6:** In those cases of performance deteriorating to less than the Acceptable level, the Employer may refer the employee to the Employee Assistance Program.

**Section 7:** It is agreed that the Union may nominate one (1) employee and one (1) alternate from the unit for appointment to the FRC East Performance Rating/Incentive Awards Board. Union member's participation on the above Board shall be limited to consideration of awards and performance ratings of unit employees only.

**Section 8:** The appraisal period will be from Aug 1 through July 31 for each year. Each employee will be provided a copy of the completed NAVSO 12430/10 by the employee's immediate supervisor who will explain the performance elements and standards giving emphasis to those selected as critical elements. Employees will have the right to ask questions and discuss the matter in an effort to ensure mutual understanding.



**Section 9:** Critical elements and standards will be developed by the Employer in accordance with the following:

a. A copy of each appropriate NAVSO 12430/10, with identification of the location of the employees covered, will be provided to each chief steward.

b. Any comments or views, written or oral, from the chief steward will be considered if delivered to the appropriate division within ten (10) working days after furnishing copies to the Union as set forth in 9.a. above. The provisions of this section shall apply to any subsequent changes, amendments, or development of new elements or standards by the employer.

c. A representative of the Employer will meet with the chief steward, subsequent to the receipt of comments or views, to discuss the matter prior to implementation and notification to employees in the unit.

**Section 10:** Employees, with the exception of temporaries and those serving a probationary period will be entered into the program with an Acceptable rating. Entrance ratings of Acceptable will be assigned upon the appointment of an employee and whenever the employee is changed to a different line or level of work. The appraisal period will begin on date of the entrance rating.

**Section 11:** A copy of all final standards and elements will be provided to the Union, prior to them being shown and/or discussed with unit employees.

## **ARTICLE 16 PROMOTIONS**

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

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

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

**Section 3:** The Employer agrees to post on the shop bulletin boards copies of lists and/or bulletins of available positions within the Unit, for at least fourteen (14) days prior to the closing

date or first consideration date. The Employer via e-mail will forward one each one off flyers, or one off announcements to the Union and field team offices. One-off Flyers or "one off" announcements shall be open for a minimum of 14 calendar days. All other announcements will be open continuous.

**Section 4:** Qualification requirements for the positions shall be the current minimum standards approved by the Office of Personnel Management (OPM). Qualification requirements can be found at [OPM www.opm.gov](http://www.opm.gov) under Qualification Standards located in the web site index. The Union recognizes that provisions for in-service placement and appropriate selective provisions are essential for certain positions and such provisions will be applied to the OPM standards when necessary. Selective placement factors will not be used in a discriminatory manner. If a selective placement factor is used, the justification for its use shall be supplied to the Union by the Employer prior to the request for personnel action being forwarded to the Human Resources Service Center East for recruitment action.

**Section 5:** Employees in the Unit shall have the right to submit resumes in response to these announcements, in accordance with applicable instructions and procedures, and all such resumes will be duly processed in accordance with the Standard Automated Inventory Referral System (STAIRS) program. Resumes may be submitted to HRSC-East in response to an open continuous announcement or for an individual announcement of a specific vacancy via the Civilian Hiring and Recruitment Tool (CHART), or by regular mail, by the close of business on the closing date or initial cutoff date, to indicate interest for a particular announcement. If the employee already has a resume in CHART, there is no requirement that a resume be filed for each job announcement. The employee should follow the instructions in the particular announcement. Resumes will remain on file for a period of six (6) months from the date of receipt of the resume or until the applicant is selected for and accepts a permanent position, whichever occurs first. The preferred method of submitting a resume is through CHART.

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

**Section 7:** For one vacancy, the HRSC-East will alphabetically certify the competitive candidates and/or noncompetitive candidates with the top seven (7) skill hits including all ties. For multiple vacancies, one additional candidate, plus ties, will be submitted when an insufficient number of candidates are submitted in the procedure outlined in the previous sentence.

**Section 8:** The employer will notify employees who apply and are considered for promotion but are not selected, of their non-selection and the name(s) of those selected.

**Section 9:** Employees may obtain information on their scores (skill hits) and the total possible number of skill hits by calling the HRSC-East. For additional information, employees review the status of their résumés in CHART under "My Notices", when available.

**Section 10:** The necessary forms/resume kit can be obtained from the Department of Navy web site (<https://www.donhr.navy.mil>). In addition, the necessary forms/resume kit will be available for unit employees at the Human Resource Department.

**Section 11:** For certification purposes, applicants will be evaluated solely on the basis of information supplied through their submission of a resume application form to the HRSC-East (utilizing RESUMIX software), in response to a specific open continuous announcement, flyer, or "one off" announcement.

**Section 12:** Information necessary and relevant will be available for review by the Union President and Vice President when necessary to adjudicate grievances, or to determine if a unit employee has a valid grievance or to assure compliance with the Negotiated Agreement.

**Section 13:** Evaluation will provide a sound basis for considering and comparing candidates through an analysis of the position to be filled, to determine the skills necessary to be successful in the position.

**Section 14:** In evaluating unit employees for Merit Promotion, the Employer will give due and appropriate consideration when employees submit resumes that list those jobs and trade skills that have been certified in their individual training records retained by the shop supervisor. In the event any shop does not now maintain an up-to-date training record, one will be established. All candidates placed on a promotion certificate will be selectable provided they are in reach for selection.

**Section 15:** No loan, detail or reassignment will be made in order to evade the principles of the Merit Promotion Program.

**Section 16:** Employees who have accepted a change to lower grade as a reduction in force placement action shall be considered for re-promotion in accordance with Article 17, Section 4, of this Agreement.

**Section 17:** The Employer agrees all tests and interviews for positions within the unit, which are required under the Merit Promotion Program, shall be conducted during normal working hours. All other written tests and interviews for positions within the FRC East Cherry Point and/or MCAS, Cherry Point, NC will also be scheduled during regular duty hours unless the numbers involved are of such quantity to create a disruption of the production effort of the Employer, or testing facilities available during normal working hours are inadequate. The employees in the unit will not be required to use leave for the purpose of participating in tests or interviews. Exceptions may be made by mutual agreement between the Employer and the Union.

**Section 18:** The Employer agrees there shall be no discrimination in the evaluation or selection for promotion because of race, color, religion, sex, national origin, political affiliation, marital status, physical handicap, age, sexual orientation or membership or non-membership in a labor organization, or authorized activities connected with the Union or any other non-merit factor.

**Section 19:** The Employer agrees that if selection boards are used, procedures and practices shall be consistent and shall be applied to competitive temporary promotions as well as permanent and

shall be administered fairly and equitably. The Employer further agrees to give consideration to removing a selection board member, upon request of employees, who have substantiated evidence that such a member is prejudiced.

**Section 20:** Evaluation Procedures will be in accordance with the Standard Automated Inventory Referral System (STAIRS).

**Section 21:** TEMPORARY PROMOTIONS: When it is known in advance that a temporary assignment of a unit employee to a position within the unit classified at a higher grade will extend for more than thirty (30) consecutive days, the employee, if qualified, shall be temporarily promoted for the period of the assignment. If during the course of an employees' detail to a higher position, it becomes apparent that the temporary requirement to fill the position will extend beyond thirty (30) consecutive days, the Employer will determine whether to terminate the detail and fill the position through other means or to allow the detailed employee to continue in the assignment. If the Employer decides to allow the detailed employee to continue in the position, he or she will be temporarily promoted, effective the 31st day of the assignment, not to exceed 120 days to include the previous thirty (30) day period. Temporary promotions in excess of 120 days shall be made under merit staffing procedures. Non-competitive temporary promotions to higher classified positions within the unit will be assigned fairly and equitably.

**Section 22:** Unit employees shall receive fair and equitable consideration for non-competitive temporary promotions, details and/or temporary assignments.

a. Interested bargaining unit employees will be considered for non-competitive temporary promotions, details and/or other temporary assignments within their respective shop. Supervisors of bargaining unit employees in the shop where the vacancy exists will inform them of the availability of the position. Employees interested in being considered for the position must notify their supervisor of their interest. The supervisor will forward the names of the interested individuals to the selecting official.

b. If a selecting official chooses to notify a supervisor of bargaining unit employees of the need for artisans to fill a specific job/position outside the bargaining unit, the supervisor of those employees in the bargaining unit with the identified trade will notify them of the temporary need. Employees interested in being considered for the position must notify their supervisor of their interest. The supervisor will forward the names of the interested individuals to the selecting official.

c. For non-competitive temporary promotions to supervisory positions within an employee's shop, the branch head or designee of that shop will inform bargaining unit employees of such vacancies. Those employees on the relief supervisor roster will be given consideration for the vacancy. In the absence of a relief supervisor roster, the branch head or designee will inform bargaining unit employees in the shop of such vacancies. Those employees interested in being considered for the position must notify the supervisor/designee of their interest. Employees in the shop who are on leave or TAD will be given consideration.

**NOTE:** The procedures outlined above in paragraphs a, b, and c of this article are to provide a method whereby employees may be considered for opportunities. However, the Employer retains the right to make selections from appropriate sources.

INTENT: The parties understand that STAIRS is an evolving process for the Department of Navy. The parties agree the Union will be notified of any changes made to the STAIRS manual and at the Union's request; the parties will meet to discuss. Any changes to this article will be made via Memorandum of Understanding between the parties.

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

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

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

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

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

a. Management may consider overlooking single actions or isolated actions over an extended period of time if the overall record is satisfactory. The employee's performance and conduct prior to demotion and their performance and conduct during the period subsequent to their demotion have been satisfactory. (Proof of satisfactory performance will be based on review of the employee's official personnel record. Management may consider overlooking single actions or isolated actions over an extended period of time if the overall record is satisfactory.)

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

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

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

**Section 6:** The Union shall have the right to review retention registers relative to reduction-in-force actions affecting employees in the unit. In addition, with the affected employee's consent and in their presence, the Union shall have the right to review Official Personnel Folders and other pertinent papers in connection with formulating reduction-in-force appeals.

**Section 7:** The Union shall be furnished a copy of all reduction-in-force notices (with SCD) issued to employees in the unit.

## **ARTICLE 18 CHANGES IN POSITION DESCRIPTIONS AND REQUIREMENTS**

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

a. Position descriptions are written to accurately describe the principal duties and responsibilities of the incumbent. These descriptions are then classified by Civilian Human Resources Office-East (CHRO-E) to determine rate, title, pay level and qualification requirements. Modifications to position descriptions are required to describe changes in work assignments, as determined by Management.

b. It is agreed that the official position description of each employee in the unit shall contain all of the principal duties which may affect the classification, grade, title or series of the job. If there is disagreement between the Union and the Employer whether a task or responsibility required of the employee, but not included in the position description, is a principal duty, the disagreement shall be resolved by including the duty, if that duty is assigned on a regular and recurring basis.

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

d. The Employer agrees to furnish the Union with a copy of the position description, and any changes thereto, of all wage grade employees in the bargaining unit. The Employer will also furnish the Union a copy of all changes in classification standards appropriate to this bargaining

unit, and changes in the appeal procedures of the Navy and/or the Office of Personnel Management.

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

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

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

c. Classification appeals may be filed at any time an employee believes their position is improperly classified. Prior to any such appeal, any question as to the accuracy of the position description must have been first resolved, in accordance with the provisions stated in Section 1 above, and the procedures in this section for resolving disputes over job content. Employees are free to file classification appeals without fear of reprisal or prejudice.

**Section 3:** The Employer agrees that to the extent possible, efforts will be made to assign work within the proper rating of employees, as defined by established Office of Personnel Management standards; and in this regard, will compensate employees on the basis of the highest level of duties assigned as a substantial portion of the job assignment continuously for a representative period of time; provided it can reasonably be determined that such assignments meet the criteria for compensation, as outlined in appropriate regulations. However, the Employer shall refrain from distributing higher-level duties among bargaining unit employees to avoid compensating employees at the higher level. It is further agreed, where it can reasonably be determined in advance, that employees in the unit will be required to perform a majority of their duties above the level of their rating for a period in excess of 30 days, that qualified and eligible employees will be selected and temporarily promoted to the higher level positions not to exceed 120 days. If an assignment to higher-level duties exceeds 120 days, consideration will be given to either effecting a permanent promotion or temporarily promoting another employee to the higher-level position. It is further agreed the Union shall have the right to meet with the Employer to discuss any alleged inequities in connection therewith.

**Section 4:** The Employer agrees all employees in the unit shall receive equitable treatment, consistent with their skills, in respect to job assignments generally recognized as prestige or qualifying duties for higher-level positions.

**Section 5:** The Employer agrees all employees in the unit, within their respective job ratings, will be given fair and equitable treatment in respect to details, loans, menial or dirty tasks or other assignments generally recognized as undesirable.

**Section 6:** The Employer agrees to the extent possible, consistent with its authority to assign work and the needs of the organization, efforts will be made to assign work consistent with the classification of the position(s) involved. Employees will be compensated, on the basis of the highest level of duties assigned, consistent with applicable position classification and job grading standards, procedures, and regulations. When assigning new or distinctly different duties to an established position, the employer will, during the first thirty days of such assignment, determine if that assignment results in a higher grade for the position(s) to which assigned. If the assignment does result in a higher grade for the position(s) and the assignment will be for more than thirty days, the Employer will conduct that assignment as a temporary promotion, in accordance with governing regulations and Article 16.

## **ARTICLE 19 APPRENTICE TRAINING, SCEP, UNIT TRAINING, AND RETRAINING**

**Section 1:** Apprentice training will be conducted in accordance with the approved Apprentice Training Plan. Trade panels and the training committee may make recommendations for updating the plan. However, it is recognized that circumstances may cause temporary deviation from the approved training plans. In this regard, the appropriate supervisors have the responsibility of assuring each apprentice receives the training identified in the approved training plan, if available. The SCEP Co-op program is a FRC-East training program utilized for potentially providing candidates for the Apprentice program (if apprentice program exists). The Employer agrees to make apprentice records of Unit employees available to the Union and will “meet and confer” with the Union, in regard to any deviations or changes affecting the Apprentice Program. Any alleged inequities in the administration of the Apprentice Program will be discussed with the Union, upon request.

**Section 2:** The Employer agrees that in order to assure an adequate supply of competent, skilled craftsmen will be available to meet future workload requirements; a review shall be made annually, for establishment of a new apprentice class to the extent of the need and funding.

**Section 3:** All trainees may be assigned independent work responsibilities. The Employer is responsible for providing familiarization to the trainee in regards to the work environment and work process associated with his/her trade so that he/she may perform work safely with a basic understanding of what will be expected while becoming proficient in the trade.

It is understood that the trainee is in a work status and will perform production work in conjunction with appropriate training plans and schedules as outlined by the approved training



plan. Each trainee will be given the adequate training consistent with his or her established training plan, including the ready availability of an instructor when one is assigned to a specific trade. Otherwise, it will be the Employer's responsibility to provide the methods whereby instruction will be carried out.

**Section 4:** The Employer agrees to furnish all required textbooks and related material, on a loan basis, to Unit apprentices.

**Section 5:** The Employer agrees to establish and maintain a reasonable Accelerated Competency Based Apprentice Training Program which will provide for apprentices to advance and complete their training as fast as their abilities will permit, subsequent to completion of academic training. However, it is understood that the maximum advance credit allowable during the entire apprenticeship in work experience and related information subjects combined shall be two (2) years.

**Section 6:** Upon satisfactory completion of scheduled academic and shop training, apprentices shall be issued a certificate stipulating successful completion of their apprenticeship. In addition, the Apprentice Training Panel can recommend the promotion of a certified and fully qualified apprentice to the Journeyman rate, in their respective trade. The Commanding Officer, or their designee, has the overall discretion to act on recommendations to advance an Apprentice to the Journeyman rate.

**Section 7:** The Employer agrees to actively seek recommendations from the Union in regard to any changes in the academic program for the apprentices. Academic credits shall be earned by successful completion of the courses presented. It is intended that all academic training shall take place during the first year of the Apprentice Program. Such trade theory classes shall be reviewed and controlled, as indicated in Sections 9 and 10 below.

**Section 8:** The Employer agrees to establish a FRC East Training Committee composed of three (3) members. The purpose of this committee shall be to review and make recommendations concerning all matters which directly affect FRC East training programs within the Unit, not otherwise covered by this Agreement. Such recommendations are to be made to the Commanding Officer. The committee shall be constituted as follows:

- One (1) member of the FRC East appointed by the Employer;
  - One (1) member of the FRC East appointed by the Union;
  - One (1) member who shall be the Student Career Experience Associates Degree Program Administrator.
- a. The Equal Employment Opportunity Manager shall be an ex-officio member without a vote.
  - b. The Union reserves the right to "meet and confer" with the Employer, prior to effecting any recommendations of the committee not agreed to by the Union member. Such meeting(s) shall be upon the request of the Union.

**Section 9:** The Employer and the Union, in a continuing effort to strengthen and improve the Apprentice Training Program, agree to establish Trade Panels for each of the apprenticeable trades within the Unit. These Trade Panels shall be constituted as follows:

- One (1) member in the respective trade appointed by the employer;
- One (1) member in the respective trade appointed by the Union;
- One (1) member who is an Instructor in the respective trade, appointed by the Union.

**NOTE:** The Apprentice Program Administrator shall be an ex-officio member of all Trade Panels. The Trade Panels shall have the responsibility to make a continuing review of the Apprentice Program for their specific trade area, and to make recommendations to the FRC East Training Committee concerning changes, corrections or improvements to the programs. Such reviews shall include, but are not limited to, the following areas of consideration:

- a. Shop training plans.
- b. Length and content of related information, trade theory subjects and academic subjects.
- c. Review individual training records for completeness, accuracy, and conformity to the Training Plans.
- d. Discuss training progress with individual apprentices, as appropriate.
- e. Make recommendations for advanced credits and methods for testing the degree of knowledge, skill and proficiency in specific units of work experience.
- f. Conduct interviews and investigations in connection with alleged inequities in the administration of the Apprentice Program or other aspects of Apprentice Training causing concern to affected apprentices.

**NOTE:** Complete review of Apprentice Training Plans shall be made at least annually.

**Section 10:** Trade theory class requirements shall be reviewed at least annually by the Apprentice Trade Panel, along with the entire apprentice training plan.

**Section 11:** Adequate time will be allowed to employees who are assigned the tasks of training apprentices, and such time will be considered by the supervisor when judging productivity of the employee.

**Section 12:** In recognition of the mutual advantages to the Employer and the employees, the Employer agrees to give priority consideration to utilizing existing employees within the Unit when training for new job ratings within the Unit, if determined to be necessary. The establishment of Apprentice Training Programs is excluded from the provisions of this section. Training for promotion or placement in other positions shall be in compliance with 5 CFR 410.307.

**Section 13:** Whenever technological changes dictate that composite job ratings must be used which will utilize the skills of more than one (1) craft or trade, the Employer agrees to train those

employees who would be adversely affected, at the expense of the Employer, to the extent permitted by applicable regulations. It is understood and agreed by the parties that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

**Section 14:** The Employer will maintain training records for unit employees.

## **ARTICLE 20 ENVIRONMENTAL DIFFERENTIALS**

**Section 1:** The Employer agrees that an employee of the unit engaged in work which subjects them to soil of body or clothing, beyond normal expectancy for their rating, and where it cannot be reasonably alleviated by mechanical equipment or protective devices or clothing furnished by the employer, shall be entitled to additional pay in the amount prescribed by applicable regulations. Entitlement of environmental pay will be in accordance with the provisions of 5 CFR 532.511, including Appendix A. The following examples of circumstances under which this type of additional pay may be applicable are provided as a guide; however, these examples are not intended to be all-inclusive:

a. Maintenance, repair and installations involving excessively dirty or unsanitary working conditions:

- (1) In ash pits;
- (2) In ash and coal elevators, or in passenger and cargo elevators where conditions are excessively dirty;
- (3) In sewage pumps, in pumping stations;
- (4) In boilers or boiler components;
- (5) In septic tanks;
- (6) Removing dirt, paint, corrosion, grease, oils and grime from aircraft and aircraft parts (other than aircraft surface treatment worker(s));
- (7) Working in confined, greasy, or filthy test cell stacks, ventilation ducts, crawl spaces and tunnels;
- (8) Buffer and polisher work;
- (9) Working in fiberglass or plastic under conditions requiring the employee to wear masks or other discomforting equipment or where employees are subjected to fumes, dust and other environmental conditions considered harmful to health and body.

b. Work in spray pits and work on paint spray abatement circulating systems which require cleaning, repair, and maintenance of equipment under extremely dirty work conditions caused by paint sludge, dust and water residue.

c. Work in the machinery pit under the sandblast room in Building #137, which requires handling very dirty or very greasy equipment in a confined and dusty area.

d. It is further agreed that the above are examples of dirty work, and when future situations arise which subject an employee to soil of body or clothing beyond normal expectancy for their rating, the supervisor shall refer the details of the job to the division director, who shall make a timely decision as to whether or not dirty work pay is warranted.

**Section 2:** If at any time during a job assignment, or within fifteen (15) calendar days thereafter, an employee believes that environmental, dirty or hazardous pay is warranted, they should promptly draw the matter to their immediate supervisor's attention. Promptly thereafter, the immediate supervisor shall make a determination as to whether such pay is warranted and shall advise the employee of their decision. The employee shall have the right to be represented by their steward when discussing this decision with the immediate supervisor. Any dispute regarding environmental, hazardous or dirty pay not resolved at this meeting, may be resolved through the negotiated grievance procedure, including arbitration. The Employer agrees that all employees in the unit will be paid all hazardous, environmental and/or dirty pay for which their work assignments entitle them. The standards for such pay set by 5 CFR 532.511 including Appendix A, shall be the standards for determining whether such pay is payable for any given set of work duties assigned to any bargaining unit employee or group of employees. Any grievance of this type adjudicated in the employee's favor shall be cause for the Employer to pay retroactive pay to the employee for all hours worked under the conditions in the case, provided such back pay is not prohibited by law or Comptroller General's decision.

## **ARTICLE 21 DISCIPLINARY ACTION**

**Section 1:** This Article shall pertain to suspensions of fourteen (14) days or less, and letters of reprimand, as defined by 5 USC 7501.

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

(1) Suspension of an employee in the interest of National Security;

(2) Suspension initiated under the authority of the Office of Special Counsel of the Merit Systems Protection Board.

**Section 2:** The Employer agrees that disciplinary action shall only be taken for just cause.

**Section 3:** The Employer will notify the Union of all officially proposed disciplinary actions against an employee of the Unit, as soon as possible after notification is given to the employee, except in those cases where the action is based on a matter personal to the employee and the

employee requests, in writing, that the action be kept confidential. Disciplinary actions shall be taken only for just cause, and the employee will be notified of their rights to appeal, and of the appropriate procedures available for appealing such actions.

**Section 4:** When any supervisor observes infractions of rules and the immediate supervisor of the employee is not readily available, Union representation is not required. The observing supervisor should take such steps, on the spot, as appears warranted to correct the situation. Thereafter, they should locate the supervisor concerned, explain the circumstances to them, and place responsibility for any further action in their hands. When the facts of the situation indicate that further action may be necessary, the employee shall be notified, in the presence of their steward, of their right to Union representation before proceeding. Except as provided above or in Article 7, Section 12, unit employees shall not be subject to questioning or inquiry by any official of the Employer without prior notification to the employee in the presence of their steward, of their right to Union representation.

**Section 5:** Normally, disciplinary actions under this article shall be initiated within a reasonable period of time, after all the facts have been made known to the official responsible for initiating the action. If the official responsible for initiating the action has informed the employee and the Union official that they will be initiating disciplinary action against the employee and the official does not initiate/propose the disciplinary action within 30 calendar days, the official will notify the employee and the Union official of the reason(s) for the delay.

**Section 6:** Upon written request, the employee will be provided a copy of the written information relied upon for the basis of the disciplinary action.

**Section 7:** It is recognized that all employees are expected to pay promptly all just financial obligations. In the event of a dispute between an employee and any private individual or firm, the Employer will not make any determination as to the validity of the debt, the amount of the disputed indebtedness, or the method or terms of payment agreed to by the creditor and the employee, nor will any disciplinary action be taken by the Employer until such dispute has been resolved by the parties concerned or by an appropriate civil court. Excluded from the provisions of this Section are monies required to be withheld by the Debt Collection Act.

**Section 8:** Grievances of actions described in Section 1 will be processed through the Negotiated Grievance Procedure of this Agreement, starting at Step 2. The grievance will be submitted directly to the division director in these cases. Should the grievance involve the interpretation or application of written policy or provisions of laws or regulations of higher authority, processing the grievance will be delayed until the questioned policy, law or regulation has been interpreted by the issuing authority.

**Section 9:** Grievance rights concerning the interpretation or application of this Article do not apply to employees serving probationary or trial periods or holding a temporary appointment, when such actions are initiated by the Employer within one hundred twenty (120) calendar days from the date of employment. In order to avoid misunderstandings in this regard, the Union will be notified prior to the expiration of the one hundred twenty (120) day period when the Employer contemplated such actions.

**Section 10:** Any employee in the Unit is entitled to Union representation in any examination of the employee by a representative of the Employer in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee, and the employee requests representation.

**Section 11:** The Employer shall annually inform employees of the Unit of their rights under Section 10 above.

## **ARTICLE 22 ADVERSE ACTIONS**

**Section 1:** This article pertains to employees as defined by 5 USC 7511, and adverse actions covered by Pub.L. 95-454, 5 USC 7512, (i.e., removal, suspensions for more than 14 days, reduction in grade or pay, or furlough for 30 days or less). This article does not include those actions excluded by 5 USC 7512.

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

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

**Section 4:** Upon request, an employee who is in a duty status shall be authorized a reasonable amount of official time to review the material relied upon by the Employer in proposing the adverse action. It is further agreed that upon written request by the employee or their designated representative, a copy of the material relied upon by the Employer for taking the action will be provided to the employee and/or their representative. Relevant witnesses shall be called, upon request by the Union, who shall suffer no loss of pay for so serving. It is further agreed that upon request of the Union, necessary records of the Employer shall be made available to the Union for its use in substantiating the claims of the parties.

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

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

## **ARTICLE 23 GRIEVANCE PROCEDURE**

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

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

- a. By any employee concerning any matter relating to the employment of the employee (the matter must personally affect the employee);
- b. By the Union concerning any matter relating to the employment of any employee; or
- c. By an employee, group of employees, the Union or the Employer concerning;
  - (1) The effect or interpretation, breach or claim of breach, of the Collective Bargaining Agreement; or
  - (2) Any claimed violation concerning the interpretation or application of any law, rule or regulation.

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

- a. Any claimed violation of matter relating to prohibited political activities;
- b. Retirement, life insurance or health insurance;
- c. National Security matters;
- d. Any examination, certification or appointment;
- e. Classification of any position which does not result in the reduction in grade or pay of an employee;
- f. Discrimination complaints based on race, color, sex, age, religion, national origin or handicapping condition;
- g. Performance ratings;
- h. Qualifications and rankings determined and issued by HRSC-E;
- i. All employee appeals or grievances concerning reduction-in-force actions;

- j. The termination or separation of probationary and temporary employees;
- k. Notices of proposed disciplinary or adverse actions;
- l. Memorandums for the Record;
- m. Letters of Caution;
- n. As otherwise excluded by law, regulation, or this Agreement.

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

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

a. An aggrieved employee affected by a prohibited personnel practice under 5 USC 2302(b)(1) which also falls under the coverage of this grievance procedure, may raise the matter under an appropriate statutory procedure or this grievance procedure, but not both.

b. Matters covered under 5 USC 4303 (actions based on unacceptable performance) and 5 USC 7512 (adverse actions) which also fall within the coverage of this grievance procedure may, at the discretion of the employee, if covered, be raised under the appellant procedures of 5 USC 7701 (appeal to the Merit Systems Protection Board) or under this grievance procedure, but not both.

c. An employee shall be deemed to have exercised his option under this section at such time as the employee timely initiates an action under the applicable statutory procedure; timely files a notice of appeal under the applicable appellant procedure; or files a grievance, in writing, under this grievance procedure, whichever occurs first.

d. In matters covered under 5 USC 4303 and 5 USC 7512 which have been raised under this Negotiated Grievance Procedure, the arbitrator shall be governed by 5 USC 7701c (1) and (2).

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

a. The employee or group of employees must sign a statement on the grievance form that Union representation is not desired;



- b. The employee or group of employees must represent themselves and will not be entitled to any other representative;
- c. The employee or group of employees cannot process the grievance to arbitration.

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

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

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

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

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

aggrieved employee(s); under situation (b) the employee(s); under situation (c) the chief steward and the steward. The division director shall render a decision in writing to the parties concerned within three (3) working days after their discussion, and under situation (b) forward a copy to the Union.

**Step 3:** If no satisfactory settlement is reached in Step 2, then the grievance may be referred to the Commanding Officer or his designated representative within seven (7) working days from the date of the division director's written answer by: under situations (a) and (c), the Chairman of the Union Shops Committee; and under situation (b), the employee(s). Upon receiving the request, the Commanding Officer or his designated representative will arrange to meet within seven (7) working days from the time he/she is requested to do so with: under situation (a), the appropriate officer of the union, the chief steward, the steward, and aggrieved employee(s); under situation (b), the aggrieved employee (s); under situation (c) the appropriate officer of the Union, the chief steward and the steward. Within seven (7) working days after conclusion of the meeting, whether the grievance is satisfactorily settled or not, such settlement shall be reduced to writing and copies supplied to the Union and the grievants involved, if any.

**Step 4:** If the Union is not satisfied with the settlement offered or the position taken on the grievance by the Commanding Officer or his designated representative, the Union may, within thirty (30) working days thereafter, make formal notification to the head of the activity or his designated representative, that such unresolved grievance be submitted to impartial arbitration for a binding decision on the disposition of the grievance.

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

**Section 8:** Except as specifically modified herein below for written grievance settlements/decisions issued at Step 3 by the CO, all time limits herein may be extended by mutual agreement. If an extension is necessary, it is the responsibility of the Union and the Employer to reach a mutually agreeable decision regarding an extension of the specified timeframe, prior to the expiration of such time frame. Failure of the Employer to observe the time limits for any step in the grievance procedure shall entitle the Union or the employee to advance the grievance to the next step. Failure of the employee or the Union to observe the time limits provided for herein, or as mutually agreed to, shall constitute a basis for termination of the grievance by the Employer. If the CO cannot meet the seven (7) work day time limit specified in Article 23, Section 6, Step 3 of the Agreement for issuance of a written grievance settlement/decision, the CO or designated representative, will be automatically granted a five (5) work day extension if request is made within the initial seven (7) work day period. Subsequent extensions will be granted by mutual agreement only. If the CO fails to observe the time limits set forth in this Section, the Union may immediately invoke arbitration of the grievance. The full costs of any arbitration invoked in this Section shall be borne exclusively by the losing party. Throughout this Article, "workday" shall be understood to mean any workday in the normal basic workweek, as defined in the Agreement.

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

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

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

**Section 12:** Nothing in this Article shall preclude the right of the Employer or the Union to have present at the grievance hearings, subsequent to Step 1, an additional representative designated by the Employer and/or the Union, and such Union representative may be a duly designated local or international representative. This provision does not apply to the grievance pursued by employees without Union representation.

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

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

b. Employee grievances concerning earned rankings received under the Merit Promotion Program for positions within the Unit may, at their option, be initiated verbally, over the telephone or in writing, with a staffing specialist in the Human Resources Service Center-East, within 15 calendar days of receipt of notice (notice of referral/non-referral under STAIRS), in an attempt to informally resolve the complaint. If the grievance cannot be resolved informally, the employee may file a written grievance with HRSC-E (Code 50), within fifteen (15) calendar days after receipt of the response from the staffing specialist. In the event the employee does not elect to utilize the informal procedure described above, but desires to file a written grievance, the employee must serve the written grievance with the HRSC-E (Code 50) within 15 calendar days after receipt of the notice (notice of referral/non-referral under STAIRS). This decision will be final and binding and is considered the final Agency decision.

c. In the event the final Agency decision is not satisfactory to the employee or the Union, the Union may, within thirty (30) working days, notify the Employer of the intent to arbitrate the matter. The parties agree to make a maximum effort to agree on an arbitrator as set forth in

Article 24 Section 2, who will render a decision appealable in accordance with Section 6 of Article 24.

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

**Section 14:** Disputes on grievability and arbitrability will be settled through the Negotiated Grievance Procedure, including arbitration.

## **ARTICLE 24 ARBITRATION**

**Section 1:** If the Employer and the Union fail to settle any grievance arising under Article 23 entitled "Grievance Procedure," with respect to the interpretation, application or alleged violation of this Agreement, such dispute shall, upon written notice by the party invoking arbitration to the other party, be referred to arbitration. Such written notice must be served not later than thirty (30) working days following the conclusion of the last step of the grievance procedure. It is recognized that either the Employer or the Union has the right to invoke the arbitration process, with respect to the interpretation, application or alleged violation of this Agreement.

**Section 2:** Within five (5) working days from the date of receipt of the arbitration request, the parties shall meet for the purpose of endeavoring to agree on the selection of an arbitrator. If agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service (FMCS) to submit a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within five (5) working days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will strike one arbitrator's name from the list of five (5), and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.

**Section 3:** The arbitrator's fee and expenses shall be borne equally by the Employer and the Union, provided that the Employer's share of the costs of the arbitrator's expenses does not exceed that authorized by applicable regulations, and provided that in the event arbitration hearings are held in facilities not under the administrative control of the Employer, the cost of such facilities shall be borne equally by the Employer and the Union. Furthermore, the Employer and the Union shall share equally the expenses of any mutually agreed-upon services considered desirable or necessary in connection with the arbitration proceedings. If an offer of settlement is accepted after the arbitrator's cancellation date, any expenses incurred will be borne by the party making the offer of settlement. If an offer of settlement is accepted before the arbitrator's cancellation date, any expenses incurred will be borne equally by the Employer and the Union.

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

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

**Section 6:** If either party decides to take exception to the arbitrator's award or to seek advice or guidance from higher authority on the implementation of the award, they will notify the other party within ten (10) working days of receipt of the award.

## **ARTICLE 25 PARTICIPATION IN WAGE SURVEYS COMMITTEE**

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

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

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

## **ARTICLE 26 PAYDAYS**

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

## **ARTICLE 27 EQUAL EMPLOYMENT OPPORTUNITY**

**Section 1:** With the enactment of the new Equal Employment Opportunity Commission guidance (Management Directive 715), each agency is to establish a model EEO program which hold all managers and supervisors responsible for the success of the program. Also, in 29 C.F.R.1614.102, it speaks to EEO informing employees and recognized labor organizations of the Affirmative Equal Employment Opportunity Program (AEP). The Employer and the Union shall support a policy of no discrimination against any employee on account of age, sex, race, color, disability, religion, national origin or reprisal.

**Section 2:** It is further agreed that no official of the Employer or the Union shall interfere with, restrain, coerce, intimidate or make reprisals against any employee for filing an EEO complaint; appearing, testifying or furnishing evidence at any stage of an EEO appeal; or for participating in any way in any investigative or hearing procedure, either in the capacity of a counselor, a witness or a complainant. If any employee formally files a timely complaint with the Commanding Officer/EEO Officer or Deputy EEO Officer, such complaint shall be expeditiously processed in accordance with the applicable regulations.

## **ARTICLE 28 SAFETY AND HEALTH**

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

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

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

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

**Section 5:** In the course of performing their normally assigned work, Union representatives, supervisors and employees will be alert to observe unsafe practices, equipment and conditions, as well as environmental conditions in their immediate area, which represent industrial safety and health hazards. If an unsafe or unhealthy condition is observed, the shop steward or the employee should report it to the cognizant immediate supervisor. If the safety matter is not settled by the immediate supervisor and the shop steward, the matter shall be promptly referred to the chief steward and the division director. If the safety question is still not resolved, it will be promptly referred to the Occupational Safety and Health Officer or their representative and the Union Safety Representative, who shall review the problem with the shop steward and the

division director and render a decision. If the services of a qualified Industrial Hygienist are required, arrangements for such services shall be made by the Occupational Safety and Health Officer, or designee.

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

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

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

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

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

**Section 9:** FRC East is responsible with providing occupational health support for all employees. During regular business hours, employees who require medical assistance due to illness and/or injury may do so at the Occupational Health Clinic. After regular Occupational Health Clinic hours, employees who require medical assistance due to illness and/or injury may do so at the appropriate medical facilities. Employees who seek treatment for non-work related injuries and illness may be billed for the service.

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

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

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

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

**Section 14:** The Employer agrees to furnish suitable foot and eye protection (including safety shoes and prescription lenses) to those employees working in areas or occupations deemed hazardous by the Employer. The Employer agrees to provide one pair of safety shoes per year not to exceed the standard allowable cost as determined by the Employer. The Employer will provide safety glasses with prescription lenses no more than once every two years provided the employee submits a current prescription (no more than twelve months old). If a new prescription is required before the stated two-year time limit, the Employer will provide new prescription lenses. The Employer will replace unsuitable shoes, damaged standard frames or lenses, except if the employee has intentionally damaged the item.

**Section 15:** The Union shall have the right to appoint to the FRC East Safety and Health Council, two (2) members and two (2) alternates. One (1) member appointed by the Union to this Committee shall be designated the Union Safety Representative. Alternates will serve on the Committee only in the absence of a regular member. Appointments to the FRC East Safety Committee by the Union will be made from among Unit employees, and such appointments will be rotated annually. The Occupational Safety and Health Office will post the meeting minutes on



CPWEB or specified FRC East servers so that the Unit employees have the opportunity to follow the committee's agenda and provide input to designated union representation as necessary.

## **ARTICLE 29 CIVIC RESPONSIBILITIES**

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

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

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

**Section 4:** Excused leave may be given to eligible employees for the purpose of voting in national, State and local municipal elections or referendums. In this connection, employees will be excused without charge to leave, for the purpose of voting on the following basis:

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

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

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

**Section 7:** When an employee is called and/or will be delayed in reporting for work during their regularly assigned duty hours, due to performing volunteer emergency rescue or protective work during their regularly assigned duty hours as a regular member of such a protective organization,

(i.e., Volunteer Fire Department, Rescue Squad, whether on or off-station), the employee will notify their supervisor as soon as practical and will be excused, consistent with applicable rules and regulations. Such excusals will be subject to receipt of written verification of such emergency service by the appropriate official of the volunteer organization. The written verification will include the time of the call for the emergency rescue or protective work, type of emergency rescue or protective work provided and the time of release.

## **ARTICLE 30 INJURY AND ILLNESS**

**Section 1:** Employees shall notify their immediate supervisors of an on-the-job injury/illness as soon as possible after the occurrence of the injury. The supervisor will immediately send the employee to the Occupational Health Clinic or other appropriate medical facility for treatment. The immediate supervisor will ensure the employee is directed to the FRC-East's Compensation Office promptly to receive information relative to their rights and entitlements under the Federal Employees' Compensation Act (FECA). The Employer will ensure the employee is provided with a Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation, Form CA-1, or a Federal Employee's Notice of Occupational Disease and Claim for Compensation, Form CA-2, as appropriate, and render assistance in completion of this form, if necessary. The Employer will promptly complete the reverse of this form as required. The employee or their designated representative, on request, will be supplied with a copy of that part of the form, which they complete and sign.

**Section 2:** The Employer will inform the employee of their option of using continuation of pay, sick leave, annual leave, or assuming a leave without pay (LWOP) status to receive compensation from the Office of Workers' Compensation Programs (OWCP), in cases of lost-time situations as a result of occupational injury or disability. The Employer will inform employees that bills are ultimately the responsibility of the employee; however, doctor bills, hospital bills, transportation costs, and medical-expenses, which occur as a result of the occupational injury or disability, will be paid/reimbursed upon accurate submission to OWCP with an accepted claim. The Employer agrees to aid and assist employees in filing such claims to the OWCP.

**Section 3:** The Employer will complete and submit, without delay to OWCP, the official supervisor's report of traumatic injury when an injury is likely to result in a medical charge against OWCP, resulting in disability for work beyond the day of injury, require prolonged treatment, result in future disability, or result in a permanent disability.

**Section 4:** The Employer will provide to the employee or their designated representative, adequate information concerning a claim to OWCP in order that the employee's representative can intelligently represent the employee at the OWCP level (e.g., date claims were filed with OWCP, general nature of injury of employee, general nature of correspondence with OWCP concerning employee, the reasons, if known, for a delay in adjudication of a claim).

**Section 5:** The Employer agrees when dealing with employees concerning occupational injury or disability, every reasonable effort will be made to aid and assist the employee in filing the claims and providing pertinent information for communicating with the OWCP.

**Section 6:** The Employer agrees to make every reasonable effort to place an employee who has been restricted by the Employer's medical authority for LIGHT DUTY ONLY, on available work that will not aggravate their illness or injury, to avoid placing such employees on sick leave without their consent. The Employer and the Union agree to inform employee(s) of the need to inform their healthcare provider that light duty work may be available and the employee needs to strive to return to work as soon as possible after an occupational illness or injury.

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

**Section 7:** Fitness-for-duty examinations will be conducted in accordance with applicable laws and regulations. The Employer agrees that prior to being submitted for a fitness-for-duty examination, the employee will be informed, in the presence of a Union representative, of the need for the examination. The expense of the examination, when conducted by a medical official designated by the Employer, will be at no expense to the employee, and the employee will be reimbursed for reasonable travel and per diem expenses incurred by the employee in undergoing such an examination. The employee may submit medical information for consideration by the Employer. Obtaining such medical information will be the responsibility of the employee and at his or her own expense. Employees, who are required by the Employer to travel to a Federal medical facility or to a private physician for a Fitness for Duty examination ordered/required by the Employer, will be carried in an excused absence status.

## **ARTICLE 31 EMPLOYEE SERVICES**

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

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

**Section 3:** The Employer agrees to place the President on a distribution list for (5) five copies of Air Station Orders and Bulletins, FRC East Instructions and Notices, and CHRO-E Instructions, which affect unit employees' conditions of employment.

**Section 4:** The Employer agrees to furnish the Union a copy of the applicable job grading standards for positions within the Unit.

**Section 5:** The Union shall be permitted to use the FRC East internal/electronic mail systems for the purpose of responding to management correspondence. The Union will not use the internal mail system to conduct internal "Union Business." The Employer shall provide the Union with a complete listing of all drop codes for mail delivery and will include the Union on such list(s) as a recipient for mail delivery and/or drop.

**Section 6:** Upon advance request by the Union representative, the Employer agrees that existing written regulations/local instructions maintained at Civilian Human Resource Office-East (CHRO-E), Cherry Point, which relate to the personnel policies, practices and working conditions of the employees of the bargaining unit, will be made available for review by the Union representative during the office hours of the CHRO-E.

**Section 7:** Based on DoD policy, the FRC East will allow smoking only in designated areas at FRC East. Employees are advised of designated smoking areas and times. All other breaks will be in accordance with FRC East Policy.

## **ARTICLE 32 GENERAL PROVISIONS**

**Section 1:** The Employer agrees to furnish the Union, on a monthly basis, a complete and up-to-date mechanical listing of all employees by shop. Such listing shall include the name, payroll number and shop.

**Section 2:** Employees who wish to participate in the blood/other donor programs shall abide by the following:

a. Employees participating in the blood donor program may be excused after requesting the leave in advance, normally at end of shift the day before, contingent on workload, for four (4) hours on the day such donation is made. The four hours (4) shall be during scheduled working hours. Employees who require more time for recuperation may be granted up to an additional four (4) hours, upon the recommendation of a medical officer.

b. Employees assigned to third shift will be given the option to come in on first shift on Monday or the day after a holiday, to participate in the blood donor program or be allowed to start work at 3:00 AM and depart work at 7:00 AM to participate in the blood donor program. The requirements of (a) above will apply on the day they donate blood.

c. The blood donor program is for employees who wish to donate whole blood, platelets, double red cell and/or plasma. The approval of administrative leave for this purpose shall not exceed once every fifty-six (56)-calendar days. Employees who are not accepted to donate blood must return to work or request appropriate leave from their supervisor. The authorization of administrative leave is for the purpose of traveling to and from the donation site, to donate, and/or to recuperate. The administrative leave will be granted for the same calendar day as the donation.

d. Employees donating bone marrow or organs shall be excused, without charge to their leave or pay, as currently specified in applicable Federal laws and regulations.

**Section 3:** Unit employees shall be notified who their immediate supervisor is. Any change in the designated supervisor shall be made known to the employee as soon as the change is

effective. Supervisors shall fulfill their responsibilities as set forth in this agreement, laws, regulations, and FRC East/Marine Corps Air Station Orders.

**Section 4:** The Employer agrees that any employee in the unit who contemplates retirement shall be afforded retirement counseling to insure the interests of the employee are protected. Alternative retirement plans for which the employee is eligible shall be explained. The employee may request to be accompanied by the appropriate designated official based upon individual circumstances. These individual circumstances shall be mutually agreed upon by the Union and the Command. Normally, any employee who contemplates retirement shall contact their supervisor of record to schedule training or information and counseling sessions. Each employee will be permitted to attend these full day retirement seminars when they are within five years of retirement. Any additional full day seminars attended will be at the employee's request and expense to leave and with Employer approval. The Employer will fund tuition expense for one (1) additional full day retirement seminar. If additional partial day retirement training sessions are offered, employees will be allowed to attend based on workload requirements and seat availability.

**Section 5:** Employees in the unit will not be contacted on opinion surveys in regard to any matter subject to negotiation or consultations, unless such employees have been duly authorized by the Union to act as spokesmen in regard to such discussions.

**Section 6:** It is agreed that no supervisor or other official of the Employer shall initiate or maintain any record of unit employees, other than those provided for in existing regulations or as required by this agreement.

**Section 7:** The Employer agrees that individual unit employee performance evaluations shall be maintained in the appropriate shop or division office files and in no instance will such records be published or discussed with any employees except the affected employee and those management officials having need for such information, in an official capacity.

**Section 8:** The Employer will excuse employees from duty, without charge to leave or loss of pay, for the purpose of securing vehicle decals or to attend Station motorcycle course that are required for entry to the Air Station unless the Employer can arrange for such decals or motorcycle course without the employee leaving the job. The employee will be afforded the opportunity to attend the Station motorcycle course without charge to leave or loss of pay one time for the initial class and/or any additional training required for renewal per the applicable Air Station Order.

**Section 9:** The Employer agrees to notify the Union of any contracting-out actions which will displace any career employees. The Employer further agrees to minimize displacement action through realignment, retraining, and restricting in-hires, and to exert other action necessary to retain career employees.

**Section 10:** Upon written request, the Employer agrees to grant the Union up to 80 hours' official time, per twelve-month period, for the Union to attend Union, management, or FLRA sponsored Labor-Management training. Requests shall be submitted at least two weeks in advance and include the following information:

- a. Name of the Union representative to attend training;
- b. The duration, location, purpose and nature of the training;
- c. A copy of the training Agenda. Requests for a representative(s) to attend any training session will be approved/ disapproved based upon workload requirements and agenda content.

**Section 11:** When the Employer determines an emergency dismissal or closure is necessary (i.e., severe weather conditions), the following will apply: employees who are at work at the FRC East, when the official word is given by the Commanding Officer regarding the dismissal or closure time, will be excused. Those employees who thereafter depart on approved leave, prior to the official time set for dismissal, will only be charged leave from the time of the approved leave until the official time for the dismissal.

**Section 12:** Relief supervisors and relief work leaders will normally be assigned those duties, when necessary, as determined by the appropriate level of the chain of command. Relief supervisor and relief work leader duties shall be assigned and rotated in a fair and equitable manner and will be as consistent as possible across the bargaining unit.

**Section 13:** Transportation Incentive Program (TIP) will be provided in accordance with current applicable instructions.

**Section 14:** If a hearing impaired employee needs the assistance of an interpreter in order to exercise or protect their rights under this agreement, they may request such assistance. If appropriate, the Employer will secure an interpreter from any available source.

**Section 15:** Under the terms and conditions of this agreement, Letters of Caution (LOC) and/or Memorandums for the Record (MFR) are not considered discipline nor are they considered a step of the discipline procedure, and therefore, are not a proper subject of the grievance procedure. However, the reasons for issuance must be justifiable. LOCs and/or MFRs will be used to indicate an employee was previously counseled for the same offense. Upon the employee's request, review will be conducted after six (6) months, starting from the date the LOC/MFR was issued. Should a review indicate no further offense for which the MFR and/or LOC was issued, the employee will be notified in writing, that the LOC/MFR is canceled. Upon cancellation of the LOC/MFR, the original shall be returned to the employee within five (5) working days.

**Section 16:** Union stewards shall be granted on a one-time only basis, eight (8) hours "training" to receive orientation on the meaning of this agreement. In the event a Union steward is replaced, his/her successor shall be granted, on a one-time only basis, eight (8) hours of "training" to receive same orientatio

## **ARTICLE 33 EMPLOYEE IMPROVEMENTS PROGRAM**

**Section 1:** The Employee Improvements Program will be supported by the Employer and the Union and will be administered in accordance with the current applicable instructions. The Employer encourages all employees in the unit to participate in the Employee Improvements Program. It is the desire of the Employer that all Employee Improvements Program Suggestions and ideas be processed in a timely and expeditious manner. In this regard, it is agreed that every reasonable effort will be made to reduce the in-process time required in processing Employee Improvement Suggestions and Cost Reduction Ideas. It is further agreed that employees who encounter unreasonable or unwarranted delays in receiving a final determination on the adoption or rejection of a submitted Employee Improvement Suggestion or Cost Reduction Idea, may take the matter up directly through, or accompanied by, the appropriate shop steward to the appropriate supervisor. The Employer or the shop steward shall have the right to investigate complaints regarding delays in processing Employee Improvement Suggestions or Cost Reduction Ideas, and the Employer agrees to furnish all pertinent information as to the reasons for delays. It is further agreed that the Union shall first contact the Employee Improvements Program Coordinator who will provide such information. Contacts will be made by telephone to the extent practical. The Employer further agrees that where unreasonable delays are found to exist, such action as is necessary to expedite the case in question will be initiated. For the purpose of this agreement, any suggestion not adopted or rejected within one hundred and twenty (120) days shall be considered unreasonably delayed. It is recognized that some suggestions may require more than one hundred and twenty (120) days in which case, the suggestor will be so notified and will be given an estimated date that a decision will be reached.

**Section 2:** Employees are encouraged to discuss prospective suggestions with their immediate supervisor after they have been written and before they have been submitted to the Civilian Personnel and Manpower Division (Code 7.3.1). Immediate supervisors will aid in ensuring that the suggestion is sufficiently described for evaluation. Where the submitted suggestion is signed by the suggestor, the investigator will discuss it with the suggestor, if required to discuss and/or obtain clarification of any points of the suggestion.

Rejections will be in writing, and the suggestor will be informed about their reconsideration rights within this correspondence. Reconsiderations must be submitted in writing within 30 days of the notice of non-adoption. Request for consideration will not exceed one per submission. Higher level evaluation will be accomplished through the Incentive Awards Enterprise Team.

**Section 3:** It is agreed that the Union may nominate one (1) employee from the unit for appointment to the FRC East Incentive Awards Enterprise Team and one (1) alternate. The Employer will appoint them for membership to the Boards. Union member's participation on the above committee shall be limited to consideration of awards and suggestions of unit employees only.

## **ARTICLE 34 BULLETIN BOARDS**

**Section 1:** The Employer agrees to provide five (5) glassed-in and locked bulletin boards in the FRC East for the exclusive use of the Unions. Placement of such bulletin boards shall be by mutual agreement between the Employer and the Union.

**Section 2:** Notices concerning Union recreational and social activities, (Union elections, appointments, and results of elections and Union meetings), do not need Civilian Human Resources Office-East approval, provided they are limited to announcing only the purpose, date, time and place. All other information to be placed on bulletin boards, including the above referred-to notices if they contain information other than that outlined above, will be posted only by mutual consent of the Union and the Civilian Human Resources Office-East. All costs incidental to the preparation and posting of material will be borne by the Union.

**Section 3:** The Union is responsible for posting and removing approved material on its bulletin boards and for maintaining it in an orderly condition.

## **ARTICLE 35 PARKING**

**Section 1:** A reserved parking space will be provided for the President, Vice President, Recording Secretary and Treasurer, and Chief Stewards. Such parking will be within reasonable walking distance of assigned work area. In the event an Officer or Chief Steward holds two (2) of the above positions, that official will only be assigned one (1) reserved parking space. Reserved parking spaces will be designated for dayshift Union officials only.

**Section 2:** Parking space will be provided for Business Representative or Grand Lodge Representative(s) when forty-eight (48) hours' notice is provided and as spaces are available.

## **ARTICLE 36 PUBLICIZING THE AGREEMENT**

**Section 1:** Within ninety (90) days following the effective date of this agreement and ratification by the Union, the Employer will reproduce and distribute a copy of the agreement to all employees currently assigned to the unit. As a part of their orientation, new employees hired in a position included in the Unit will be provided a copy of the agreement and advised of the contractual relationship between management and the Union.

**Section 2:** The contract shall be printed in the following manner;

- a. Outside cover shall be blue with appropriate black logos and titles.
- b. Each page will be full "8 ½ x 11" sheet with comb binder.



- c. General text will be size 12, times new roman font. Section and subtitle will be bold and underlined.
- d. Article title will be size 12, times new roman font. Article title will be bold.
- e. Two (2) copies on CD.
- f. Front and back printing preferred.

## **ARTICLE 37 DURATION AND CHANGES**

**Section 1:** This Agreement, as executed by the parties, shall remain in full force and effect for a period of three years from the date of its approval by the Department of Defense, Washington, DC. On the written request of either PARTY, it is agreed that both PARTIES shall meet to commence negotiations on a new agreement or a renewal of this Agreement on the first workday on or after the 90th day, prior to the expiration date of this Agreement. Further, it is provided that this Agreement shall terminate at any time it is determined that the UNION is no longer entitled to exclusive recognition under Title 7, Pub.L. 95-454.

**Section 2:** This Agreement, except for its duration period as specified in Section 1 of this Article, is subject to opening only as follows:

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

b. It may be opened for amendment(s) by the mutual consent of both parties at any time after it has been in force and effect for at least six (6) months. Requests for such amendment(s) by either party must be in writing and must include a summary of the amendment(s) proposed. The parties shall meet within fourteen (14) calendar days after receipt of such notice to discuss the matter(s) involved in such request(s). If the parties agree that opening is warranted on any such matter(s), they shall proceed to negotiate on amendment(s) to same. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the parties. Such amendment(s) as agreed to will be duly executed by the parties.

c. It shall be opened for amendment(s), upon the written request of either party made within thirty (30) calendar days after receipt by either party of any order, instruction or regulation of the Office of Personnel Management, Department of Defense, Department of the Navy and the Office of Civilian Personnel and Manpower Division (Code 7.3.1) Management which substantially alters the discretionary authority of the Employer, with regard to any item dealt with in this Agreement. Requests for such amendment(s) must include a summary of the amendment(s) proposed and make reference to the appropriate order, regulation or instruction upon which each such amendment(s) request is based. The parties shall meet within fourteen (14) calendar days after receipt of such request to open negotiations on such matters. No changes shall be considered except those bearing directly on and falling within the scope of such

order, regulation, or instruction and discretionary area(s) which the same delegates to the Employer. Such amendment(s) as agreed to by the parties will be duly executed by the parties.

**Section 3:** Any amendment(s) to this Agreement, agreed upon by the parties, shall be reproduced by the Employer and distributed on the same basis as set forth in the Article on publicizing the Agreement.

**Section 4:** No agreement, alteration, understanding, variation, waiver or modification of any terms or conditions contained herein shall be made by any employee or group of employees with the Employer, and in no case shall it be binding upon the parties hereto until such agreement is made and executed, in writing, between the parties hereto, and approved by the Department of Defense.

**Section 5:** The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

### **ARTICLE 38 VOLUNTARY ALLOTMENT OF UNION DUES**

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

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

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

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

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

e. The completed SF-1187 is transmitted to the Civilian Human Resources Office - East so as to reach the office no later than 4:00 p.m. on the last Tuesday preceding the payroll period during which the initial deduction is to be made, for certification of eligibility to have dues withheld. Such certification shall be completed by 11:00 a.m. on the following Wednesday. In order for the Union to comply with this requirement, the Employer agrees that the Business Representative of District 110, IAM&AW, or their representative shall have the ingress and egress privileges to the Civilian Human Resources Office-East (CHRO-E) for this purpose, without prior approval or without regard to any other requirement of this Agreement.

f. The completed SF-1187 is transmitted to the Data Entry Point (DEP) so as to reach that office no later than 12 noon on the last Wednesday preceding the payroll period during which the initial deduction is to be made.

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

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

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

**Section 5:** An employee's voluntary allotment for payment of their Union dues shall be terminated with the start of the first payroll period following the payroll period in which any of the following occur:

- a. Loss of exclusive recognition by the Union;
- b. Transfer of the employee to an organizational segment outside of the Union's recognized bargaining unit;
- c. Separation of the employee for any reason, including death or retirement;
- d. Receipt by the DEP serving the Employer of a notice that the employee has been expelled or has ceased to be a member in good standing of the Union.

**Section 6:** Employees may have their dues allotment terminated in the following manner and Standard Form 1188, Cancellation of Payroll Deduction for Labor Organization Dues or individual substitute, hereafter referred to as SF-1188, properly executed, in duplicate, by the individual employee. SF-1188 shall be furnished by the Civilian Human Resources Office-East (CHRO-E) of the employer. Any such allotment of dues may not be revoked until the deduction has been in effect for at least one (1) year. Dues deductions that have been in effect for at least one (1) year may be terminated upon request of the employee during one revocation period per year. The employee's annual revocation period will be during the pay period preceding the anniversary date of the employee's signing up for dues withholding. Dues termination shall be effected as soon as possible after the anniversary date of the affected employee. Receipt of an SF-1188 in the DEP is interpreted to mean during normal working hours and days of the payroll office and excludes non-working hours, non-workdays, and holidays, regardless of the calendar date(s) on which they may occur.

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

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

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

b. An electronic transfer of funds drawn on the Treasury of the United States and made payable to the Union in an amount equal to the total of all such allotment deductions made.

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

**Section 10:** The IAM&AW shall be the only labor organization permitted to have Union dues deducted from the pay of any employee within the bargaining unit, as long as this Agreement is in effect.

## **ARTICLE 39 DRUG TESTING**

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

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

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

**Section 4:** An employee who refuses to cooperate in the Employer's approved drug testing program shall be subject to appropriate disciplinary action, including removal from the service.

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

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

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

IN WITNESS WHEREOF the parties have executed this Agreement on this 30<sup>th</sup> day of September 2011.

FOR THE UNION:

FOR THE EMPLOYER:

President  
Local Lodge #1589, IAM&AW

Colonel, U.S. Marine  
Corps Commanding Officer

Chief Negotiator

Chief Negotiator

Team Member

Team Member

Team Member

Team Member

Team Member

Team Member

Approved by Department of Defense on 28 Oct 2011  
Ratified by Local Lodge #1859, IAM&AW on 18 Jan 2011  
Effective on: 28 Oct 20

