



# **Negotiated Agreement**

**Between**

**Fleet Readiness Center East  
Cherry Point, North Carolina**

**And**

**Local Lodge 2297  
International  
Association of Machinists  
and Aerospace Workers**

11 March 2011



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## PREAMBLE

Pursuant to the policy set forth in Title VII, P.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), Cherry Point, North Carolina, hereinafter referred to as the Employer, and the International Association of Machinists and Aerospace Workers, Lodge 2297, hereinafter referred to as the Union. The Union and the Employer are collectively hereinafter referred to as the Parties.

NOTE: References to employees assigned to perform specific tasks or duties in this contract is directional in nature to facilitate clarity of the provision only. Management retains sole discretion to assign work. References to the Facility are intended to describe the workspaces and infrastructures of the FRC East, Cherry Point, NC.

## 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 VII, P.L. 95-454, to establish a basic understanding relative to personnel policies, practices and 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 FRC 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 Unit to which this Agreement is applicable is composed of all ungraded employees, journeyman and below, all Planner and Estimators, Equipment Specialists, Production Controllers, and all nonprofessional employees of the Occupational Safety and Health Division, Industrial Operations Compliance Department of the FRC East, Cherry Point, North Carolina, except those covered by other exclusive units, professional employees, management officials and supervisory personnel and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**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, 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 Navy not required by law or by those authorities outside the Department of Defense (DoD) who are empowered to issue regulations and policies binding on (DoD), the terms of this Agreement shall govern.

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

**Section 1:** It is agreed and understood that the Employer and the 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 Collective Bargaining 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 VII, P.L. 95-454. In situations where a negotiability dispute exists, as distinguished under the Federal Labor Relations Authority (FLRA) statute, the Employer or the Union shall have the right to appeal to the FLRA for resolution of such disputes.

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

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

**Section 4:** The Parties agree to meet and confer over conditions of work that are determined to be negotiable to the extent as is provided by 5 USC Chapter 71. It is recognized that the Employer has the obligation to notify the Union, in writing, prior to any proposed changes and/or implementation of such changes with sufficient time to allow the Union a reasonable opportunity to consider such changes. If the Union desires to meet and confer, such notification shall be made to the Employer, by the Union, 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.

(5) the Employer acknowledges that its rights under 5 USC 7106(b) does not preclude any agency and any labor organization from negotiating, at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology methods, and means of performing work; the Employer may bargain over any matter which is the subject of any agency rule or regulation in accordance with 5 USC 7117(a)(2).

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

d. Wherever language in this agreement refers to the duties of specific employees, it is only intended to provide a guide as to how a situation may be handled. The Employer retains the discretion to determine who will perform the work. The Employer, when exercising this discretion, will give due consideration to Article 16 and Article 18.

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

**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 VII, P.L. 95-454.

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 VII, P.L. 95-454. Nothing in this Agreement shall require an employee to become or remain a



member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. The provisions of this section shall apply to all supplemental, implementing, subsidiary or informal agreements between the Parties.

**Section 2:** The Employer shall take such action consistent with law or with directives as may be required in order to assure that employees are apprised of the rights and privileges provided in Title VII, P.L. 95-454, and that no interference, restraint, coercion or discrimination is practiced within the 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 in accordance with applicable laws, policies, current practices and procedures.

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

## **ARTICLE 6 RIGHTS OF 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 their 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 right of the Union to designate **shop stewards** and **chief stewards** from among the employees in the Unit. The number of **shop stewards** shall be the number necessary not to exceed a ratio, Unit wide, of one steward (including **chief steward**) to each forty (40) employees plus three (3) stewards who shall be night shift shop stewards. If there is a significant reduction in the size of the night shift, the number of night shift stewards shall not exceed a ratio, Unit wide on the night shift, of one (1) steward to each forty (40) employees. The area of responsibility of individual **shop stewards** shall be determined by mutual agreement between the cognizant **chief steward** and **division director**.

**Section 2:** The Employer will recognize six (6) **chief stewards** designated by the Union. **Chief Stewards** will be assigned on the following basis:

6.2.93000 Division	One (1) <b>Chief Steward</b>
6.2.94000 Division	One (1) <b>Chief Steward</b>
6.2.95000 Division	One (1) <b>Chief Steward</b>
6.2.96000 Division	One (1) <b>Chief Steward</b>
2nd Shift (all)	One (1) <b>Chief Steward</b>
All other Division/Subdivisions	One (1) <b>Chief Steward</b>

In addition thereto, the President of the Union shall designate from each respective division a Unit employee who shall serve as an **alternate chief steward** in the absence of the regular **chief steward**.

NOTE: The following will apply to the 2nd shift **chief steward** only:

The 2nd shift (night shift) **chief steward** will render advice to the three (3) 2nd shift stewards on all matters affecting employee benefits, working conditions and complaints deemed grievable. He shall also attend meetings requested by the Employer for the purposes of issuing (1) Memos for the Record (MFR); (2) Letters of Caution; (3) proposed disciplinary actions and subsequent decisions; and (4) proposed adverse actions only. All decisions rendered for adverse actions shall be presented on the 1st shift in the presence of the division **chief steward** or higher Union Officials. He shall also attend meetings of Unit employees requesting to see the Commanding Officer and fact-findings held by supervisors and other management officials, as well as those meetings held for the purpose of conducting investigations by FRC East and other investigative agencies.

**Section 3:** 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.

**Section 4:** The Employer shall recognize the President of Lodge 2297 as the Chairman of the Union Shops Committee, and the Vice President of Lodge 2297 as the Assistant Chairman of the

Union Shops Committee. The Chairman or Assistant Chairman of the Union Shops Committee may assist a steward or chief steward in fulfilling his obligations to employees within the Unit. In this regard, such assistance shall be in the area of, but not restricted to, counsel, advice, and guidance in the interpretation and application of the terms of the Agreement; assistance in the preparation of grievances; preparation of agendas; and responding to same. However, such assistance shall in no way interfere with or substitute for the orderly procedures otherwise stipulated within the Agreement; i.e., processing of grievances unless specifically provided by the Agreement or involvement in grievance meetings at the first and second steps. The Employer agrees when exercising the right of assignment that consideration may be given to making such assignments that would allow the Chairman and the Assistant Chairman of the Union Shops committee to be available to fulfill their obligations to employees in the Unit. Nothing herein shall be interpreted as prohibiting a Unit employee from arranging to meet with the Chairman of the Union Shops Committee or his Assistant regarding grievances or any other appropriate business provided the Unit employee first exhausts his efforts to gain a satisfactory settlement through the cognizant steward and chief steward. In this connection, the employee shall request authority from the appropriate supervisor to leave the job for the purpose of meeting with the Chairman of the Union Shops Committee or his Assistant, and such authority will be granted in accordance with the provisions of Section 10 of Article 7.

**Section 5:** The Employer shall be kept advised, in writing, by the Union of the names of its officials and shop and chief stewards together with their designated area of responsibility, including the group of employees each is authorized to represent. The cognizant division(s) office will be provided reasonable advance notice by the Union of any change of its officials and shop and chief stewards, whenever practicable.

**Section 6:** Commensurate with the provisions of the Agreement, recognized Union representatives shall be free to exercise their right to advance the best interest of the employees covered by this Agreement. No representative shall be restrained, coerced, intimidated or discriminated against because of authorized activities on behalf of the Union. It is further agreed that no Union representative shall be denied any right or privilege otherwise entitled to because of his serving as a Union representative.

**Section 7:** The Employer agrees that **stewards, chief stewards, Union officers and representatives** shall have reasonable time off during working hours to leave their assigned work areas to go to other departments, shops or offices in order to bring about a prompt and expeditious disposition of a complaint or grievance or other matters of concern to the Union which are appropriate to be conducted during working hours. It is further agreed that such activity shall be engaged in without any loss in pay or benefits to such employees authorized to act in behalf of the Union under the terms of this Agreement

**Section 8:** An employee, under 5 U.S.C. 7121 who alleges that he or she has a grievance or complaint shall, upon request to his immediate supervisor, be allowed time to report his or her grievance or complaint to the appropriate shop steward. However, such request may be delayed temporarily based on management's determination of existing mission needs and/or requirements.

**Section 9:** When a Union representative desires to leave his work area to transact appropriate Union business during work hours, he shall notify his immediate supervisor. Such notification shall include the nature of the Union business to be transacted. The immediate supervisor will authorize the Union representative to leave the work area promptly in these instances unless compelling circumstances dictate otherwise. If authority is denied, the supervisor will inform the Union representative of the specific reason for the denial and when the Union representative

can reasonably expect to leave his work area or contact an employee in another area. Upon entering a work area other than his own to conduct appropriate Union business, the Union representative shall contact the immediate supervisor in charge of the work area and advise him of his presence, the nature of his business, and the employee in the work area to be contacted. The immediate supervisor in charge of the work area will make the employee available promptly in the absence of compelling circumstances. In such instances where compelling circumstances prohibit making the employee available promptly, the supervisor will notify the Union representative when he can reasonably expect to contact the employee. All time allowed for the above mentioned purposes will be charged against a job order number made available for this purpose by the Employer. The Union representative shall notify his supervisor upon his return to his work area.

**Section 10:** Upon request of either the division director or the **chief steward**, the Parties shall meet, at reasonable times, for the purpose of discussing matters of mutual concern. In addition to the division director and the **chief steward**, attendance at such meetings may, at the discretion of the respective Parties, include supervisors and **shop stewards** of the division as appropriate to the matters being discussed. Reasonable time, during regular working hours, will be allowed the **chief steward** for preparing or discussing an agenda. Such agenda preparation or discussion will include participation by **shop stewards** of the division as necessary. Normally the party requesting the meeting will present the agenda to the cognizant party forty-eight (48) hours in advance of the scheduled meeting. Nothing in this section shall be construed as the right of either party to abrogate its responsibilities to consult or process grievances, or other contractual responsibilities as otherwise prescribed in this Agreement.

**Section 11:** The Union agrees to guard against the use of excessive time and to conduct authorized business in an efficient manner. Telephone communications as well as E-mail will be used where practical in a reasonable effort to conserve time. In this connection, supervisors will make existing telephone facilities available to the Union for non-toll calls. The Employer agrees to provide telephone(s) and computer(s) with access within the Union office for the use of the chief stewards and Union officials to conduct official business.

**Section 12:** It shall be the intent of both Parties to resolve as many misunderstandings, disputes, complaints and grievances as possible at the shop steward-supervisor level. In the event the matter cannot be resolved at the shop level, the shop steward shall contact the appropriate chief steward who will normally visit the shop steward in his area of responsibility.

**Section 13:** The Employer agrees to make available to the Union a desk, with securable drawer, and a file cabinet, in a reasonable and adequate space for use by the Chairman of the Union Shops Committee. This space will be used by the Chairman in the conduct of the business of his office specifically authorized by this Agreement, pertinent regulations, and the Employer. Telephone facilities will be made available in the same area for non-toll calls incidental to the office of the Chairman. Employees having appropriate business to transact with the Chairman shall provide notification and obtain supervisor permission on the same basis as when transacting business in the FRC East office area. The Union agrees that every reasonable effort will be made to insure that the space allocated to the Union by the Employer will not be used to transact internal business of the Union.

**Section 14:** The Employer agrees to make arrangements, including parking and access badges, for authorized local and international representatives of the Union to visit the FRC East at reasonable times on appropriate business subjects to applicable safety and security regulations.

Such representative will advise the Security Manager of the purpose of any intended visit in advance. Visitation at the branch or shop level shall be arranged through the appropriate division office.

**Section 15:** Records of duty hours used by Union officials for Union activities shall be maintained by the Employer and made available to the Union upon request. In this regard time charged to Union activities shall be restricted to time used for grievance handling, investigating complaints, meetings with officers of FRC East when such meetings are requested by the Union, meeting with other Union officials, and time utilized for preparing and/or responding to agendas. Time spent by Union officials who are members of boards and/or committees officially established by the Employer and time spent by individuals in the processing of their personal complaints or grievances shall not be charged to Union activities.

**Section 16:** In the event any night shift steward/chief steward has a need to transact appropriate Union business immediately preceding their regular shift, which may necessitate the steward being absent from their work area at the beginning of their shift, the following procedures will apply:

Stewards will notify their supervisor during the night shift preceding the day on which they intend to be absent from their work area at the beginning of their regular shift in accordance with Section 9 of this article. Stewards will report to the first shift supervisor upon their arrival, proceed to conduct their Union business, and report to their supervisor upon return to their work area. It is understood and agreed that such conduct of Union business prior to their regular shift if not required by the Employer, would be voluntary on the part of the steward and, therefore, not compensable by the Employer.

**Section 17:** Upon written request, the Employer agrees to grant the Union up to 120 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:

- a. Name of Union representative(s) 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.

## **ARTICLE 8 BASIC WORKWEEK, HOURS OF WORK AND SHIFT WORK**

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

**Section 2:** Basic workweeks of other than Monday through Friday may be established for employees whenever the Employer determines the alternative schedule is absolutely the only

efficient way to carry out the mission of the FRC East. The Employer shall notify the Union in writing of any proposed change to the designation of work days constituting the basic workweek of any bargaining unit employee(s). The Union, to the fullest extent permitted by law, shall have an opportunity to negotiate with the Employer in an attempt to reach a mutual agreement prior to implementing the change.

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

**Section 4:** The Employer will, when possible, schedule all basic workweeks so that Unit employees will have two (2) consecutive days off.

**Section 5:** The Parties recognize three shifts:

<b>Starting and Shift</b>	<b>Lunch Period</b>	<b>Stopping Times</b>
1st Shift	30 minute lunch period	0700-1530
2nd Shift	15 minute lunch period	1530-2345
3rd Shift	None	2300-0700

When determined necessary because of such things as concerns regarding national security, the Parties may mutually agree to temporarily stagger the start and/or stop times above of bargaining unit employees assigned to any shift. Nothing shall be construed as imposing an obligation to alter any start and stop times on shifts where the concern is minimal or non-existent for the sake of consistency. The Employer agrees to allow the Union the opportunity to give input on the effect of such actions on unit employees, but the Employer retains the right of assignment.

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 on 3<sup>rd</sup> shift. Employees will be permitted to eat lunch on the job when it is possible to do so without stopping or interrupting their work. Normal shift hours, as defined by this Agreement, shall not be changed without mutual agreement between the Parties. Changes to the above cited shift hours may be made by mutual agreement between the Employer and the Union.

**Section 6:** The Parties mutually agree that compensation (pay) of field team members for regular and overtime hours during field team assignments will be in accordance with the employees' regular assigned work shift.

**Section 7:** When a continuous night shift is instituted, it is mutually agreed that the normal night shift tour for employees in the Unit shall be four (4) weeks. However, there may be times when unit employees may be asked or assigned to a shift for lesser periods of time to meet workload schedules/requirements. It is agreed that deviations for these reasons may be made by mutual consent between the appropriate supervisor and division chief steward concerned. Nothing in this section shall be interpreted as authority or permission to effect changes on other than a shop or organizational element basis.

**Section 8:** Assignment to a night shift tour shall be made by shop and job rating and selection of such employees shall be made in accordance with the following procedure, except as otherwise provided in this Agreement:

- a. Those employees within the appropriate job rating, volunteering for the change; and
- b. Rotating such changes among employees in order of their appearance on the shop roster, by job rating.

All volunteers for night shift will be utilized first. In the event there are not enough volunteers, assignments will be made to unit employees by the appearance of their names on the shop roster, by trade and job rating. When a night shift is being established for the first time in either a new or existing shop, and there are more volunteers than needed, employees shall be placed on night shift by service computation date (SCD); that is, those with the earliest SCD being selected in that order in the shops involved. Once a night shift is established in a particular shop, if any employee(s) rotate to days or the Employer needs to increase the numbers on a shift, the vacancy is filled by going to the shift assignment and overtime roster form 5330/12 and asking shop employees one at a time by the appearance of names, top to bottom, if they will volunteer. If there are insufficient volunteers to fill the identified vacancy(s), assignments shall be made by appearance of names on the shop roster rotating such assignments (forces) until every employee has been assigned, then repeating the process. Once the billets or positions are filled, the last person assigned shall be indicated. Once employees are assigned to a night shift tour, voluntary or forced, their tour shall not be disturbed except for the following: by request of the employee; mutual agreement between the Employer and the Union; the Employee is performing in less than a fully successful manner; the Employee has or continues to have leave problems; there is no longer a need for their services on the shift; or, the qualifications possessed by a particular employee is required on another shift, in which case, should there be more than one employee with the required qualifications, the employee with the least amount of continuous time on the night shift will be moved to first shift. It is understood that volunteering to accept a tour of night shift work does not exempt an employee when it becomes his/her turn for night shift assignment (forces). Those assignments shall rotate by appearance of names on the shop roster and the Employer may bypass an employee who volunteers or is next in line to be forced in order to meet the Employers need for a particular skill level. Separate records will be kept of all assignments (forces) to a night shift tour in order to assure compliance, and will be made available to the Union upon request.

**Section 9:** Exceptions to the above procedure may be made based on the following:

- a. By mutual agreement between the appropriate supervisor and chief steward.
- b. In the case of shops with reasonably equal skills assigned, and shops with the Unit which rotate in force from day to night shift on a regular basis, volunteers for night shift will be utilized first to the maximum extent permitted by the availability of skills necessary to maintain work commitments on the day shift.
- c. When the character of the work dictates the assignment of specific employees having special skills or training.
- d. When necessary to give an employee formal training that cannot be reasonably

obtained on the night shift.

NOTE: Exceptions listed in b., c. and d. above will be discussed by the Parties in advance.

**Section 10:** In cases of interrupted or suspended operations, when neither twenty-four (24) hours' notice nor notice before the end of their preceding shift has been given, eligible employees who cannot be assigned to other work shall be placed on excused absence and shall suffer no loss of leave or pay. 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. If and when adverse weather conditions occur, the Employer agrees to comply with all safety regulations and requirements. If work is required outside, the Employer will make efforts to provide heaters and air conditioning when possible to do so. Employees will not be forced to request leave to avoid excusing such employee without charge to leave.

**Section 11:** Employees within the Unit who may be required to work on Sundays as a part of their basic workweek, will be compensated at 1-1/4 times their regular hourly wage for the entire shift if any part of the shift falls on Sunday. Employees required to work in excess of their regular scheduled work day will be compensated in accordance with applicable overtime regulations.

**Section 12:** Employees, who are expected to be in a non-work status for a majority of an assignment period to night shift tour, or a change in their basic workweek, will be the last employees in the shop and respective job rating to be considered for the assignment. Upon their return to duty, employees who were bypassed will be considered before other employees when making assignments to night shift tour or changes in basic workweek when such occurs subsequent to their return.

**Section 13:** The Employer agrees to maintain accurate records of night shift tours worked or declined at the shop level showing loans, details and transfers, and to make such records available to the appropriate Union representative on request. Night shift rosters may be reviewed on a continuing basis by the Shop Steward and Shop Supervisor, as requested by the Union, and/or as necessary.

**Section 14:** Changes in employees' shift hours will be made in accordance with section 3, and under the following circumstances:

a. To permit the employees' participation in grievance appeals, disciplinary and other official hearings, investigations, training and physical examinations when impractical or undesirable to conduct during the employees' normal tour of duty

b. When the proposed change is predicated on the employees' written request, and the basis of the request is of a nature that would impose a serious imposition on the employee should it be denied; i.e., participation in military reserve meetings, promotion examinations for positions within the activity, and scheduled civic affairs where the employee participates in an official capacity.

c. Employees assigned to 2<sup>nd</sup> and 3<sup>rd</sup> shift will come from the 1<sup>st</sup> shift. When a 2<sup>nd</sup> or 3<sup>rd</sup> shift is reduced in numbers, it will be done by reassigning the employee(s) with the least amount



of unbroken time on the 2<sup>nd</sup> or 3<sup>rd</sup> shift to the 1<sup>st</sup> shift. When the 2<sup>nd</sup> or 3<sup>rd</sup> shift is abolished, employees will return to the 1<sup>st</sup> shift.

d. In work centers where conditions exist that require the suspension of first shift, the second shift will be considered the primary shift and staffing will be established from the primary shift.

e. When an employee is forced from a shift, such an employee shall have retreat rights to the shift from which they were forced. If the need for re-staffing these shifts occur again during the life of this agreement, the Parties agree that the employee having the greater amount of unbroken 2<sup>nd</sup> or 3<sup>rd</sup> shift duty with retreat rights, shall return to their previous shift first if they so desire.

**Section 15:** It is understood that each employee shall be at his job site, ready to work, at the scheduled starting time of his shift and the conclusion of his lunch period. If an employee is required by the Employer to perform any work or duty either before or after his regular shift hours, he shall be compensated at the appropriate rate of pay for such work or duty. It is further understood that if an employee is directed by the Employer to report at a designated location at a specified time prior to the scheduled start of his shift, such time will be considered compensable at the appropriate rate of pay.

**Section 16:** When administrative excusal is authorized by the Employer because of breakdown of equipment, extreme weather conditions, acts of God or other emergency situations where advance notice cannot be given as provided in this Agreement, all eligible employees shall be excused in accordance with applicable regulations and local instructions.

**Section 17:** The Employer and the Union agree that Unit employees shall be allowed reasonable time for clean-up and stowage of personal and government-owned tools. Since reasonable time cannot be determined in advance for every given work situation, supervisors shall be responsible for insuring the provisions of this section are administered in an equitable manner. While it is not intended by the Parties hereto that this section be construed as a right to personal clean-up for all employees in the Unit regardless of need, it is intended that Unit employees will be allowed such time where it is necessary. In addition thereto, supervisors will permit reasonable personal clean-up time to any Unit employee at any time such employee is subjected to materials or other substances which create a potential hazard or unusually discomforting condition.

## **ARTICLE 9 OVERTIME (NON-EXEMPT EMPLOYEES)**

**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.

**Section 2:** The Employer agrees that overtime shall be distributed in a manner that those assigned to any given shop have reasonable opportunities to participate among all employees within their shift, shop and job rating. Unit employees in the same trade, grade, shop and shift with equal number of overtime hours earned will be offered/assigned by the appearance of names on the FRC East Form 5330/8, Overtime Assignment, until the overtime requirements are

met.

Assignments (forces) of bargaining unit employees to work overtime will be made only after exhausting the procedure mutually agreed to by utilizing form FRC East 5330/8. Assignments (forces) shall be based on accumulated earned overtime hours with those employees with the lowest number of earned overtime hours being assigned (forced) first.

The shop steward and shop supervisor shall review the overtime records at the end of each month. On or about 15 July, the division director will review the overtime records with the division chief steward for accuracy as well as consistency.

NOTE: Initial set-up (upon effective date of a new contract) of FRC East Form 5330/8 will be based on the unit employees in the same trade, grade, shop and shift listed on FRC East Form 5330/12, Overtime and Shift Assignment Record. At the start of each calendar year, FRC East Form 5330/8 and 5330/12 shall have the earned overtime hours zeroed out. The appearance and rotation of the names on the FRC East Form 5330/8 will be continuous throughout the life of this Collective Bargaining Agreement.

It is agreed and understood that the following situations properly applied as defined, may result in legitimate temporary deviations in overtime assignments:

a. Employees must be qualified to perform the overtime assignment in an efficient manner. Intent: Employees must be physically able to perform the job and be capable of completing the work with reasonable indoctrination or instructions. It is not intended as a means of circumventing overtime rotation where reasonable indoctrination during regular working hours would qualify the employee for the assignment.

b. Employees working on jobs of short duration that extend into overtime situations where continuity is essential to the job. Intent: It is intended that the Employer retain the right to keep the same employees on jobs of short duration unexpectedly given high priority, or delayed through no fault of the Employer. It is not intended that continuity of the job be used as a means for deviations in overtime rotation where the work could be assumed without undue delay by another employee with less earned overtime hours.

c. Employees assigned to overtime jobs requiring special skills or certifications. Intent: Special skills or certifications, as used in this context, are defined as skills acquired as a result of special training or schooling not readily transmissible to other employees within the same job rating. It is also intended that should special skill situations arise which create continuing earned overtime imbalances, the Employer will give consideration to training a sufficient number of employees to insure that special skills or lack of certifications do not adversely affect the process in regard to overtime distribution. Nothing in this section will be construed as alleviating the responsibility of the Employer to continuously work toward meeting the goal of proper overtime distribution.

**Section 3:** First consideration for assignment of overtime shall be to employees regularly assigned to the parent shop and shift for which the overtime is being scheduled to be worked. Second consideration for assignment of overtime shall be to employees on loan for over 40 hours in the parent shop and shift for which overtime is being scheduled to be worked. Third consideration for assignment of overtime will be to those employees on loan for less than 40 hours in the parent shop and shift for which overtime is being scheduled to be worked.

Consideration for overtime for Production Controllers shall be in accordance with a separate Memorandum of Understanding.

Exceptions to the above procedures shall be only when an employee possesses special skills or ability not possessed by any available employee assigned to or on loan to the affected shop. Such exceptions shall be discussed in advance with the shop steward and the immediate supervisor as provided in Section 8 of this Article.

**Section 4:** It is mutually agreed that overtime assignments shall be made to employees working on the shift on which the overtime need arises. Nothing herein shall be construed as requiring the Employer to notify or assign employees in the same shop, but on a different shift, to perform overtime work on a shift other than the current shift to which the employee is assigned.

**Section 5:** The Employer may, upon request, relieve an employee from an overtime assignment where another qualified employee is available for the assignment and is willing to work. Before assigning employees to an overtime assignment, the supervisor shall make every reasonable effort to seek qualified volunteers from other shops within the same branch for all employees who have declined. Normally, the qualified employee must be assigned to the same branch and be in the same trade. However, if no replacement is available in the same branch, the employee may, during non-working hours, find a qualified replacement within his/her division. The replacement must be the next qualified person on their respective shop to be offered overtime based on rotation and must be approved by management. The Employer will give appropriate consideration to employees in those cases where an unreasonable inconvenience to the employee would exist. All earned overtime shall be maintained cumulatively and continuously throughout the calendar year of this agreement and must appear as overtime worked on the overtime posting form 5330/8 and annotated as overtime worked on form FRC East 5330/12. Offers of overtime shall only be made while the employee is in a work status in accordance with Section 10 of this Article. When an employee who is properly scheduled and informed in advance for overtime work on a non-scheduled workday fails to report for any reason, disciplinary action may be taken as a result of the unauthorized absence. However, if an employee scheduled for overtime reports to work but does not work the entire scheduled period, but a portion thereof, he/she will only accumulate the overtime hours worked.

NOTE: After following the procedures described in the previous sentences, if a supervisor relieves an employee of the assignment (force), the supervisor may utilize contract labor to meet the numbers needed to fulfill the desired goal of the overtime requirement. This procedure affords bargaining unit employees the first opportunity to work overtime.

**Section 6:** The Employer agrees to maintain accurate records of earned overtime, loans, details and transfers at the shop level on form FRC East 5330/12 and to make such records available to the appropriate Union representative on request. Overtime and Shift Assignment Record Form, FRC East 5330/12, and Overtime Assignments Form, FRC East 5330/8, will be used for maintaining overtime records. Overtime rosters will be reviewed on a continuing basis by the shop steward and shop supervisor, as requested by the Union, and/or as necessary. Overtime and Shift Assignment Record, FRC East 5330/12, will be continuous for the life of the Agreement; however, the earned overtime hours shall be zeroed out at the beginning of each calendar year. Closed out records will be maintained for the duration of the contract. All entries on the overtime record forms will be made in ink. Erasures, tape, whiteout, etc., will not be permitted. All corrections will be lined through and initialed and notes explaining errors or improper

entries will be kept on the back of the page. An asterisk on the front shall be an indication of a note on the back of the form. First shift will be written in black ink, second shift will be written in red ink and third shift will be written in green ink on form FRC East 5330/12. Records of earned overtime are the responsibility of the shop supervisor to properly maintain and may be used as an official means of adjudicating pay or attendance issues.

**Section 7:** Promptly after overtime requirements have been established, the supervisor shall notify the shop steward of overtime requirements to include the number of employees required as well as the grade levels required to accomplish the work prior to the assignment of overtime in the shop. The supervisor shall notify the affected employees with the lowest number of earned overtime hours individually of the requirement to work overtime. If unit employees in the same trade, grade, shop and shift have equal number of overtime hours earned, they will be asked to volunteer by the appearance of names on the FRC East form 5330/8. All immediate supervisors will post a listing of employees, by rating, assigned to work overtime. This listing shall be posted in a location mutually acceptable to the supervisor and the steward. Promptly after posting the listing, the supervisor shall insure that the cognizant steward has been notified that the listing is posted. Every effort shall be made to provide the above required notification by the close of business at least one (1) day prior to overtime assignment, and not later than the end of the shift of the day preceding the day the overtime is to be worked as an extension of a shift. The Employer agrees to continuously monitor situations where the above notification requirements cannot be met to insure the importance of this section is recognized by cognizant management representatives.

**Section 8:** When the immediate supervisor assigns overtime to shop employees and bypasses an employee with less overtime earned in the trade and rate of those assigned, the assigning supervisor will discuss the reason with the shop steward and the affected employee(s) together within a timely manner. The reasons may include such things as special skills, continuity, qualifications, or physical requirements. When an employee is not in a work status on the day the overtime is posted, the supervisor must offer the overtime to the employee if he returns to work status before the overtime is worked.

In the event the assigning supervisor does not follow the procedures in Sections 7 and 8, the matter shall be subject to the grievance procedure.

Employees have the obligation to raise issues concerning overtime with the immediate supervisor no later than one (1) hour prior to the end of the shift before the overtime is to be worked. Failure of the employee to pursue this matter as outlined above will negate the right of the employee to grieve this matter.

**INTENT:** Both supervisor and employee have the obligation to ensure that overtime is properly distributed. Failure of the supervisor to meet his obligation justifies a grievance being filed. Failure of the employee to meet his/her obligation negates filing of a grievance.

**Section 9:** During overtime assignments which extend for more than two (2) hours beyond the normal work day, affected employees shall be permitted to eat while in a pay status provided such activity does not interrupt or suspend the work effort. Where food is not available within reasonable walking distance of the work site, upon request, an employee shall be dispatched by the Employer to obtain food for his fellow employees at the employees' expense.

**Section 10:** No employee shall be denied the opportunity to work overtime in accordance with

Section 2 of this Article, for exercising his/her right to utilize annual or sick leave in accordance with the conditions outlined in this Agreement. Nothing in this Section shall be construed as imposing an obligation on the Employer to assign overtime to an employee who is not present on the date the overtime is assigned, unless he is in a work status during his shift immediately preceding the overtime assignment. For example if assignment is made on Thursday for overtime to be worked on Saturday, the employee must be in a work status on either Thursday or Friday, but not both. When an employee is assigned to work scheduled overtime, and is absent on the day preceding the overtime without advanced approval, and does not notify his supervisor by phone not later than three (3) hours from the beginning of the shift, that he/she will be present on the overtime, his/her overtime will be canceled and another employee will be assigned.

**Section 11:** Employees will receive overtime compensation in accordance with appropriate law and regulations. Payment of overtime will not apply where inconsistent with Comptroller General decisions and regulations. Exceptions to the provisions of this Section may be made when the employee's attendance is required on another shift for non-production reasons, i.e., participation in administrative hearings, physical examination, etc.

**Section 12:** In accordance with applicable regulations, employees will be paid a minimum of two (2) hours overtime pay when called back to work outside of and unconnected with regular shift hours within the basic workweek. This section does not provide for any split in overtime hours to be worked as a result of call back. Overtime work pay shall cease in case of a continuation of work without interruption into the employee's regular shift. Under these conditions, the amount of pay which the employee will receive will be governed by current regulations.

**Section 13:** Employees in the Unit shall not be required to perform any work or duty before or after their scheduled work hours, without compensating the employees for all such work or duty. It is further understood that if an employee is directed by the Employer to report to a designated location at a specified time prior or subsequent to his regular shift hours, such time shall be considered compensable at the existing overtime rates. TAD and travel are excluded from this Section. (See Article 14)

**Section 14:** When assigning overtime work which involves extension of an employee's shift and notification of such assignment 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 him to get home. In the event the Employer is unable to make such arrangements, such fact will be considered by the Employer prior to making the overtime assignment.

**Section 15:** The following applies to unusual circumstances as related to overtime assignments.

a. In the event that regularly scheduled overtime (Saturday, Sunday, pre-shift, post-shift) is cancelled prior to the date the overtime is to be worked, and the employer does not notify the affected employees of the overtime cancellation, then the employer agrees to compensate the affected employees with a minimum of two (2) hours of overtime pay, provided the employees report as scheduled and the two hours does not exceed the overtime scheduled.

b. When employees are scheduled to report for overtime work at the regularly scheduled starting time on Saturday or Sunday, and the Employer determines during the first

four (4) hours of the shift that the employee's services cannot be utilized for the entire eight (8) hour shift, to the maximum extent possible, consideration will be given to providing the affected employee with at least four (4) hours work. In the event notification is not made during the first four (4) hours of the shift, the Employer shall give, to the maximum extent possible, consideration to providing overtime work for the employee for the full eight (8) hours of the shift. Nothing in this Section shall be construed as relieving an employee from a work situation until the Employer determines the employee's services can no longer be utilized.

c. The overtime may be suspended without additional compensation if any of the following occur while on overtime: (1) act of God; (2) power outage; (3) breakdown of equipment needed to complete production; or (4) when there is no production work within their respective shop and trade for which they were brought in.

**Section 16:** No employee excused from working night shift because of personal or medical reasons shall be considered or assigned to overtime work until all other employees of the shop or job rating have been assigned or given the opportunity to work. When employees are again available for night shift, the employees shall be placed in the normal rotation in the shop they are assigned based on their accumulated earned overtime hours in accordance with Section 2 of this Article.

**Section 17:** Except as hereinafter provided, employees transferred, newly hired, or re-rated will be entered on overtime records at the bottom of the list on the date of such action, with a credit of the average hours earned by employees in the shop, shift and rate concerned. Their name on this list will not be placed in alphabetical order, unless a new shop is established or, a new contract is negotiated. Overtime records will reflect loans, details, or transfers and dates thereof on both the parent shop roster and the overtime roster of the shop to which loaned, detailed, or transferred. It shall be the responsibility of the receiving supervisor of employees on loans or details to forward to the parent shop supervisor all overtime earned no later than the day following the employee's return to his parent shop. Such overtime earned will be entered on the overtime record of affected employees in their parent shops. When bargaining unit employees are dispatched as part of a field team, they will be bypassed on the overtime list, however, any overtime earned while on a field team shall be added to that employee's overtime earned totals. Transfers will not be made for the purpose of providing an individual employee the opportunity for additional overtime hours.

**Section 18:** In addition, it is agreed that, for distribution purposes, holiday work assignments shall be made from the overtime roster and any work performed on a holiday shall be recorded as overtime earned.

**Section 19:** For overtime distribution purposes apprentices, (WT steps 6, 7, and 8) shall be carried on the Journeyman overtime distribution list. Apprentices (WT steps 3, 4, and 5) shall be carried on the Worker overtime distribution list. Co-ops (WG-4 and WG-5) shall be carried on the Helper overtime distribution list after they have been employed for a period of three (3) months. Apprentices shall be afforded the opportunity to work overtime as their names appear on the above cited lists, in accordance with provisions of Section 2 of this Article. Production Controller Co-ops shall be carried on the overtime roster within their grade level.

**Section 20:** When any unit employee is on leave of any type, for any reason, for any duration of time during which opportunities for overtime are made available, the supervisor shall properly record such leave on both form FRC East 5330/8 and 5330/12.

**Section 21:** In those shops where employees may be assigned to either day shift or a night shift within the same shop, it is agreed that proper records shall be maintained by the responsible supervisor on each respective shift regardless of whether the overtime earned occurs on the day or night shift within the affected shop. In addition thereto, it is agreed that in the case of employees who change shifts within their parent shop, such employees shall carry their accumulated overtime hours earned with them as they move from one shift to another.

**Section 22:** All overtime hours paid will be recorded as overtime earned. This includes military leave, civic duties, travel, etc.

**Section 23:** It is recognized by the Union that employees who have physical limitations may not be assigned to overtime in cases where they cannot perform the full range of duties on the work they are to perform on overtime. However, the Employer will not automatically preclude employees from working overtime because of physical limitation. When employees are denied overtime for such reasons, the supervisor will discuss the situation with the shop steward. When the physical limitations are removed and the employee has been denied overtime because of such reasons for more than sixty calendar days, he/she will be entered on the overtime list with the average number of overtime hours earned of employees within the job classification in the shop/shift to which he/she is regularly assigned at that time.

**Section 24:** The following pertains to overtime and compensatory time:

- a. For irregular or occasional overtime, at the request of an employee, the Facility may allow an employee to earn and use compensatory time subject to work load requirement. 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.
- b. Employees, without coercion or intimidation, may request either overtime pay or compensatory time in accordance with law, rule or regulation, for such overtime work.
- c. Unused compensatory balances will be paid in accordance with law, rule and regulation.

## **ARTICLE 10 ANNUAL LEAVE**

**Section 1:** Employees shall earn annual leave in accordance with applicable regulations. Approval of an employee's request for accrued annual leave shall be granted in a fair and impartial basis to the maximum extent possible, consistent with need for the employee's services during the requested leave period.

**Section 2:** Employees submitting requests to the immediate supervisor for incidental leave in advance shall be promptly advised as to the disposition of the request no later than two (2) hours prior to the end of the shift, provided the request was submitted within the first three (3) hours of the shift. An exception may be made to this by the supervisor in those cases where the leave is applied for more than (3) days in advance. In such cases, the supervisor will advise the employee of the disposition of the leave request as soon as practical, but no later than three (3) days prior to the first day of the requested leave. When annual leave has been denied, the employee will be advised, in writing, on the appropriate leave form, of the specific reasons for the denial.

**Section 3:** Employees who cannot anticipate their absence due to unforeseen circumstances (emergency leave) will notify the Employer as soon as practical after the beginning of their scheduled work shift, which is normally within 3 hours unless there are extenuating circumstances. Such notification will include the employee's name, shop designation, reason for absence, and estimated duration of absence.

Any absence beyond the estimated duration will also be reported. Such notification shall not in itself be justification for approval or disapproval. Requests for leave for emergency reasons will be approved or disapproved 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 is made by the immediate supervisor.

NOTE: In either case, the employee has the responsibility to make every reasonable effort to insure that notification is made.

**Section 4:** If requested to do so by individual employees prior to 30 April, the Employer will schedule annual leave for vacation purposes of one (1) week or more continuous duration for those employees who will have sufficient leave due and accrued for the purpose. In the event a conflict arises as to choice of vacation periods, the supervisor will meet with the employees involved in an effort to reach a solution. In an attempt to resolve conflicts, the supervisor shall use the Service Computation Date (SCD) of employees with the same job classification reporting to a single supervisor. If the conflict is not resolved by using the SCDs, the supervisor shall then resolve the conflict by the amount of excess leave (use or lose) remaining to be taken by each of the employees. The conflict will be resolved in favor of Employees with earliest SCD. Employees requesting annual leave before 30 April will be notified of the disposition of the request no later than 15 May, or the first following workday should 15 May be on a non-workday. Once an employee has made his/her election, he/she shall not be permitted to change his/her selection, at his/her discretion, if by doing so would disturb the choice of another. Every reasonable attempt, consistent with workload requirements, will be made to adhere to the established vacation schedule. 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 reschedule his/her vacation schedule, subject to workload requirements. Conflicts will be handled as mentioned above.

**Section 5:** The Employer will announce any planned shutdown or reduction of operations as far in advance as practicable. During any period of shutdown or reduced operations, consideration will be given to assigning available work to employees with insufficient annual leave to their credit. If work is not assigned, annual leave may be advanced as permitted by regulations.

**Section 6:** Employees who have accumulated leave in excess of the maximum which can be carried forward to the next leave year may, at the discretion of the immediate supervisor, be counseled in regard to scheduling such excess leave. If after discussion between the supervisor and subject employee, a conflict exists in connection with scheduling of the excess leave, the supervisor may, at his discretion, schedule the excess leave. Supervisors scheduling leave, as provided herein, shall give to the maximum extent possible due regard and consideration to the desires of the employee.

**Section 7:** Except for planned plant shutdowns, periods of reduced operations affecting an



entire shop or major organizational element, or disruptions of operations, no employee in the Unit shall be required to take enforced annual leave unless such employee has accrued leave in excess of the maximum he can carry over to the new leave year. It is further agreed that employees who have scheduled vacations, as provided in Section 2 above, shall be permitted to accumulate leave in excess of his maximum, in an amount sufficient to cover the scheduled vacation period.

**Section 8:** It shall be the continuing policy of the Employer to select employees for enforced leave on the basis of the highest amount accumulated consistent with the character of the work to be performed.

**Section 9:** The Employer agrees that requirements to take enforced leave, on other than a plant-wide basis, shall be in writing to the affected employee(s), indicating the reasons for the action, and a copy of the requirement shall be furnished the Union. When forced leave is required on a plant-wide basis, i.e., reduced plant operations for vacation purposes and plant shutdowns, notification to employees and the Union shall be made by notice, memorandum, or other regular means of communication.

**Section 10:** Employees who are prevented from working due to interruptions or suspensions of work operations which arise during their regular shift hours will normally be assigned to other work. If work is not available for such employees, excused absence with pay for the remainder of the shift shall be granted to eligible employees without charge to annual or sick leave.

**Section 11:** When it becomes necessary that employees be assigned other work, as provided in this Article, it is mutually agreed that employees may be assigned to such work as the Employer has available. In the event a liberal leave policy is in effect at the time, the Employer will consider the employee's request and give any employee not wanting to do the available work the benefits of the liberal leave policy.

**Section 12:** Any employee having annual leave to his/her credit may apply in advance for leave and such leave shall be approved, workload permitting, for any workday which occurs on the employee's birthday.

**Section 13:** When the Employer determines an emergency dismissal or closure is necessary (ex: severe weather conditions), the following will apply:

a. Employees who are in a duty status 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.

## **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 fellow employee, or as a last resort by e-mail, as soon as practicable, after the beginning of their scheduled work shift, normally within 3 hours. 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.

NOTE: It must be noted that the employee is ultimately responsible for making every reasonable effort to ensure that notification is made and reliance on a fellow employee to transmit information to the responsible supervisor could result in the clocking of absent without leave (AWOL) if the fellow employee fails to deliver such notification.

**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. All requests for sick leave will be submitted using the OPM-71 to the immediate supervisor. For scheduled medical appointments, the amount of sick leave approved by the immediate supervisor, will be based upon the employees time and place of appointment as annotated in the remarks section on the employees OPM-71. Employees requesting sick leave for emergency reasons, will submit an OPM-71 within two days after their return to duty.

**Section 4:**

a. It is a policy of the Facility that an employee shall not be required to furnish a medical certificate to substantiate requests for sick leave for absences of 3 days or less (unless under a Letter of Requirement to do so). However, the Parties recognize that in accordance with regulations, employees may be required to furnish a medical certificate and/or administratively acceptable evidence regardless of the duration of the absence.

b. Before issuing a letter of requirement, The Employer may issue a Letter of Requirement to Unit employees, if it is believed that the employee's absences due to illness show patterns of usage that may be distinguishable as possible abuse of sick leave privileges over the previous 12 month period. Occurrences within the previous 12 month period that are unsupported by a medical certificate, established patterns of sick leave use that are taken in connection with weekends, holidays, on the same day of the week, during inclement weather, during periods of heavy workload, when an undesirable job is to be performed, when refused annual leave, taken as soon as it is earned, or excessive intermittent absences of 3 days or less are some examples that may trigger the issuance of the letter. Further, any absence due to alleged illness where the Employer has evidence that the employee was not sick will be justification for issuance of a Letter of Requirement in addition to appropriate disciplinary action.

c. When the Employer counsels an employee with respect to the use of his/her sick leave such counseling should take place after occurrences within the previous 12 month period. The employee will be given an opportunity to present any evidence that might support his/her contention that there is no abuse of sick leave privileges. The employee will be entitled to have Union representation present during such counseling session. The Employer will give consideration to any evidence presented by the employee and his/her representative. When

counseling is performed, the Employer will prepare a written record of the counseling and provide two copies to the employee.

d. The Letter of Requirement will provide written notice to the employee that he/she must furnish a medical certificate for each absence which he/she claims was due to illness. Such written notice will not be filed in the employee's official personnel file. The Employer will review the absence due to claimed illness of each employee required to furnish a medical certificate for each absence due to claimed illness at least annually from the date the Letter of Requirement was issued. Upon the employee's request, review will be conducted every six months starting from the date the Letter of Requirement was issued. Should a review indicate no evidence of sick leave abuse during the review period, the employee will be notified in writing that the Letter of Requirement is canceled. 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.

e. If an employee disagrees with the findings indicated in the counseling memorandum or the Letter of Requirement, the procedure to challenge the findings will be the negotiated grievance procedure outlined in this agreement.

**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 Physician 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 Health Physician deems it prudent, he will recommend the employee see a private physician and may request he 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 he is sent home from the activity.

**Section 7:** Employees who are incapacitated for duty because of serious illness or disability shall, upon submission of an Application for Leave (OPM-71), including a medical certification be advanced sick leave, not to exceed thirty (30) days, provided:

- a. The employee is serving under a career or career-conditional appointment;
- b. The employee has a minimum of one (1) year continuous federal service;
- c. He has no sick leave to his credit;
- d. There is no evidence indicating that the employee is contemplating separation by retirement or resignation;
- e. There is reasonable evidence, substantiated by medical certificate, that the employee is capable of returning to work and fulfilling the full scope of his duties;
- f. There is no evidence indicating the employee will not remain employed after his return to duty long enough to repay the advance of sick leave; and

g. The employee does not have a current letter of requirement for abuse of sick leave.

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

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

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

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

## **ARTICLE 13 HOLIDAYS**

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

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

**Section 3:** Eligible employees shall receive 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. Holidays have been designated by Congress so as to grant employees those days off. It is clear this was congressional intent. However, it is recognized that there are times that the needs of the Employer to carry out its mission may require work on holidays. The Employer, when making the determination whether to work the holiday or not, will give first consideration to working workdays other than the holiday to the maximum possible extent. When the Employer contemplates working a holiday, they will contact the Union Shops Committee Chairman and inform him of the reasons for working the holiday. If the Union can offer other feasible alternatives, the Employer will give them proper consideration.

## **ARTICLE 14 TRAVEL**

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

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

**Section 3:** A standard travel order will be issued to employees when required to travel beyond the local area. The local area, for the purpose of travel in 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: (1) purpose of travel assignment; (2) anticipated duration of assignment; (3) mode of transportation to the job site; and (4) arrangements made for quarters and transportation at the job site. Except where circumstances beyond the control of the Employer exist, employees shall receive their travel orders sufficiently in advance to insure that necessary arrangements for obtaining transportation requests and

advancement of per diem allowances (as provided by DoD Joint Travel Regulations) can be accomplished during working hours and prior to departing on 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:** The Parties understand that it is DoD/Navy policy that the government sponsored contractor issued travel card mandates use and compliance, by all bargaining unit employees, for all expenses arising from official government travel, unless otherwise exempt.

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

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 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.

NOTE: When driving a privately-owned vehicle to an alternate work site, employees that depart from their residence shall have the one way mileage deducted. The Parties recognize that in

accordance with current FRC East policy, a rental car is not authorized for travel to MCAS New River if the employee's residence is closer to MCAS New River than FRC East Cherry Point.

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

**Section 6:** Where the nature and location of the work at a 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.

**Section 7:** It is understood that an employee in a travel status is entitled to reasonable hours of rest and will not be required to perform travel during unreasonable hours at night if sleeping accommodations are not available. It is understood that availability of transportation, need to accomplish the mission, and other related factors, will dictate the scheduling of travel. However, first consideration will be given to scheduling travel during working hours. In this connection, when travel is required outside working hours, consideration of employee's personal comfort in respect to allowing reasonable hours of rest and adequate time for arranging accommodations shall be a determining factor. Reasonable hours for beginning travel are considered to be 0600 or later. For purposes of this Agreement, reasonable hours for completion of travel are considered to be 2400 hours or earlier. When employees are scheduled and required to travel on days outside of their basic workweeks and during their normally scheduled work hours, they will be entitled to overtime 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 8:** For the purposes of this Agreement, travel assignments are defined as work assignments performed outside the confines of Marine Corps Air Station, Cherry Point, North Carolina. When travel assignments are made to unit employees, they shall be rotated among employees within their organizational elements (in accordance with the current Standard Operating Procedures (SOP)/6.2 Business System Procedure (BSP) to the extent permitted by the character of the work to be performed, the skills required, and the availability of employees. First consideration will be given to the employee at the top of the list. Any employee volunteering to travel shall submit a Field Service Application to the Field Service Team Shop Supervisor, who upon receipt of the application, will enter the employee's name and all pertinent information in the appropriate database for his/her area of consideration by trade and grade. It will be the responsibility of the Field Team Shop Supervisor to provide the applicant with a copy of a current roster after his/her name has been input. All entries onto such database shall be in accordance with the terms contained within this article and the current Field Team SOP/6.2 BSP. No employee shall be allowed to enter or remove his/her name onto or from the database while the Field Service Team Supervisor/Coordinator is actively seeking personnel to fill a request for field team. The all volunteer rosters from each unit, that is shop or branch, whichever is applicable, will be called the "A" list. All employees in the bargaining unit may, at some time, be required to travel to accomplish the Facility's support efforts and they will be placed on rosters at the branch level. These listings will be known as the "B" list. Any selection for field service teams will be in accordance with the terms of this article and the current Field Team SOP/6.2 BSP. Complete records of all field service team actions will be maintained for the duration of this Agreement by the supervisor of the Field Service Team Shop and will be made available to the appropriate Union representative. The "A" rosters will be provided once a

week and the “B” rosters will be provided upon request, or may be accessed through the database. At least semiannually, the division directors involved will meet with the appropriate chief stewards to review each field service assignment records for equitability. All travel assignments will be rotated in a manner that neither gives any advantage nor denies opportunities to a particular bargaining unit employee. The Union President/division chief steward shall be notified via travel request forms, of travel assignments, immediately after employees are individually notified. Deviations from the normal selection procedure based on cost or other factors may be allowed when there is mutual agreement between the FST Shop Supervisor/division director and the Union President/Vice President and the appropriate division chief steward. Examples of such conditions are identified in the current FST SOP/6.2 BSP. Procedures to select employees to fulfill work related travel requirements for situations that are outside of the normal day to day operations and differ from those described in Section 13 of this Article shall be discussed by the Parties in an attempt to reach mutual agreement. If mutual agreement is reached, such procedures will be described in a separate Memorandum of Agreement/Memorandum of Understanding. The Employer and the Union shall make such agreements available to bargaining unit employees via the Employer’s intranet or upon request by hard copy.

**Section 9:** 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 10:** 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 Facility and forwarded to the Disbursing Office without undue delay.

**Section 11:** It is mutually agreed that disputes or alleged inequities in connection with travel shall be resolved by consultation between the employee with his/her union representative, if desired, and the appropriate management officials having cognizance over travel.

**Section 12:** 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. The name will be added only upon the employee's request. When it becomes necessary based on the terms of the SOP/6.2 BSP, to contact an employee at home for a FST assignment, the Employer will request the presence of the appropriate Union official to verify that an attempt to contact the employee was made. If a phone call is unanswered, the employee will be bypassed (refer to language related to priority of field teams in SOP/6.2 BSP).

**Section 13:** The Field Team Roster will be maintained on a rotational basis. The only exception to this will be those employees who are bypassed as a result of the circumstances stated in the current Field Team SOP/6.2 BSP, and this may also include those employees who are subject to a proposed suspension/removal action or those employees awaiting disposition from the deciding official on a proposed suspension/removal action. The list will be established in alphabetical order as soon as possible after the effective date of the agreement. 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 in the appropriate organizational element.
- 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, first person asked will be forced.
- 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 14:** 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; however, the Parties recognize there may be cases where redundant certification may be required for verification.

**Section 15:** Since apprentices, CO-OP's and employees in worker-to-journeyman programs 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 16:** 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 17:** The Employer will keep the Union notified 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 18:** Any employee who alleges that a travel claim is unduly delayed at the FRC East will be allowed to submit the problem via his shop steward to his chief steward. The chief steward will be allowed to bring the matter to the attention of the Administrative Services Division of the Corporate Operations Office, who will investigate the matter and expedite the claim or give the reason for the delay.

**Section 19:** For those bargaining unit employees volunteering to travel (“A” list), field team durations shall normally be limited to a period not to exceed 90 days and may be extended up to a total of 179 days, depending on the character of the work to be performed. Those employees forced to travel from the branch roster (“B” list), have the right to request a replacement after 30 days, but may be required to extend for the duration of the work requirement up to 90 days, total time, depending on the character of the work to be performed.

**Section 20:** Upon completion of the assignment, all personnel will report to the Field Team Shop and begin the task of checking in. Upon completion of checking in, all employees will report to their permanent/current shop immediately thereafter. Employees, upon return from field teams, shall report to their regularly assigned shift at the time of the field team assignment.

## **ARTICLE 15 PERFORMANCE APPRAISALS**

**Section 1:** The established performance standards will, to the extent practical, be applied on a fair and equitable basis in evaluating Unit employees who are covered by the same standards and are performing like duties.

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

**Section 3:** The Employer agrees the performance management program will be administered in a fair and equitable manner.

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

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

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

or longer; 3) when an employee changes positions; or 4) when an employee changes to a new agency or organization. The close-out rating will be forwarded to the employee's supervisor of record.

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

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

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

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

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

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

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

**Section 14:** All awards, whether tied to performance or other criteria, shall be given consistent with Chapter 45 of Title 5, United States Code (ref: 451.103 and 451.104).

## **ARTICLE 16 PROMOTIONS**

**Section 1:** Selections for filling bargaining unit positions by promotion 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 described in Article (1), Section (2) of this Agreement when filling positions within the Unit. The area of consideration for filling vacancies through merit promotion will be determined by the employer; however, the Employer may limit the consideration area to the FRC East, Cherry Point, NC and the Defense Logistics Agency (DLA) employees assigned to the DLA, aviation support working within FRC East Cherry Point, NC. The Employer will consult with the Union prior to extending or reducing the area of consideration.

**Section 3:** The Employer agrees to post a list of open continuous announcements for FRC East, Cherry Point Federal Wage System (FWS) jobs and applicable General Schedule (GS) jobs on the established merit staffing bulletin boards located throughout the Facility.

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

**Section 6:** In order to be considered for a vacancy, resumes must be received by HRSC-East and available in the STAIRS database by the date the 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 all vacancy announcements that are not open continuous.

**Section 7:** For one vacancy, the HRSC-East will alphabetically certify the top eight (8) competitive candidates with the most skill hits, including all ties, and/or a reasonable number of non-competitive candidates. 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:** Specific vacancy announcements (which are issued when there is no existing

inventory announcement covering the occupation or location of the vacancy) will have a first cutoff date of no less than 14 calendar days from the date it was opened. The announcement shall contain information regarding the area of consideration and general information about the position.

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

**Section 10:** For certification purposes, applicants will be evaluated solely on the basis of information provided in their resumes. However, resumes alone may not be the only determining factor for applicant selection.

**Section 11:** Information necessary and relevant will be available from the HRSC-East, 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 12:** 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 supervisor 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 13:** No loan, detail or reassignment will be made in order to evade the principles of the Merit Promotion Program.

**Section 14:** Employees who have accepted a change to lower grade as a reduction in force placement action shall be considered for repromotion in accordance with Article 17, Section 4, of this Agreement.

**Section 15:** The Employer agrees that all tests given and/or interview(s) conducted for positions within the bargaining unit which are required under the Merit Promotion Program, shall occur to the maximum extent possible during normal working hours. The Employer also agrees that written tests and interviews for other positions within FRC East will also be scheduled during regular duty hours unless the numbers involved are of such quantity to create a disruption of the production effort of the Employer, or testing facilities available during normal working hours are inadequate.

**Section 16:** The Employer agrees that there shall be no discrimination in the evaluation or selection for promotion because of race, color, religion, sex, national origin, political affiliation, marital status, physical handicap, age, sexual orientation or membership or non-membership in a labor organization, or authorized activities connected with the Union or any other non-merit factor.

**Section 17:** The Employer agrees that if selection boards are used, procedures and practices shall be consistent and shall be applied to competitive temporary promotions as well as permanent promotions. Such procedures and practices shall be administered in such a way not to favor or deny any employee proper consideration. Factors used in evaluating candidates will provide a sound basis for comparing candidates' knowledge, skills, and abilities to be successful in the position being filled.

**Section 18:** 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 shall be administered in such a way not to favor or deny any employee proper consideration.

**Section 19:** The Employer shall assert the right to promote bargaining unit employees in such a way that allows, to the maximum extent possible, all interested employees to receive equal consideration for non-competitive temporary promotions, details and/or temporary assignments.

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

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

c. For non-competitive temporary promotions to supervisory positions within an employee's shop, the Second Level Supervisor/Branch Head or his/her designee will inform bargaining unit employees assigned to the shop of such vacancies. Those employees on the relief supervisor roster will be given consideration for the vacancy first. In the absence of a relief supervisor roster, the Second Level Supervisor/Branch Head or designee will inform bargaining unit employees in the parent shop of such vacancies. Employees interested in being considered for the position must notify their Second Level Supervisor/Branch Head of their

interest at the time of notification. The notification shall be done in a way that leaves no doubt as to the interest of the employee. The Second Level Supervisor/Branch Head shall forward the names of the interested individuals to the selecting official.

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

## **GLOSSARY**

1. **Desired Skills:** Are defined as skills which are not required but which form the basis for ranking qualified candidates.
2. **Required Skills:** Are defined as skills the candidate must have in order to be identified in the RESUMIX database search. As a result, required skills are considered key predictors of successful performance in the job. When required skills are used, only candidates with all required skills will be referred. Required skills do not constitute selective placement factors for purposes of determining minimum qualifications.
3. **Key Skills:** A smaller group of the desired skills that will assist in narrowing the applicant pool.
4. **CHART online Resume Builder:** An automated resume creation and submission tool linked to vacancy announcements published on the Navy website. This is the recommended tool for creating and submitting resumes within Navy and Marine Corps.
5. **Resume:** The accepted application format for vacancies located at activities serviced by the Department of the Navy. Resumes must include all required supplemental information. The Navy's On-Line Resume Builder or Job Kit lists supplemental information required.
6. **RESUMIX:** Trade name of the new automated referral system that is being deployed throughout the Department of Defense. An automated software program used to fill vacancies. It replaces the SF-171 and OF-612.
7. **Self-Nomination:** Process which allows applicants to request consideration for additional inventory announcements and/or specific vacancy announcements. CHART Application Express is the preferred method for the self-nomination process.
8. **First Consideration Date:** The search of the STAIRS database will not be conducted prior to this date. Resumes must be received and available in the system by the date the search is conducted.
9. **Referral Date:** The date the certificate is prepared.
10. **Memorandum of Understanding (MOU):** A documentation of a mutual agreement between the employer and the union.
11. **The U.S. Office of Personnel Management (OPM):** The U.S. Office of Personnel

Management (OPM) is the federal government's human resources agency.

12. KSA's: Knowledge, Skills, and Abilities.

13. STAIRS: Standard Automated Inventory and Referral System. Automated system used to certify candidates for filling vacancies.

14. Open Continuous Announcements: Announcements that do not have closing date; used for positions that are frequently filled and covers positions within an occupation at multiple grade levels, pay plans and geographical locations.

15. Selective Placement Factor: Is a knowledge, skill or ability that is essential to the successful performance of the duties of a position. A selective factor must be tied directly to the duties in the position description of a particular position and included in the vacancy announcement. How is it used? It is used as objective, yet mandatory, criteria to narrow the selection process down to only those applicants that have this specific knowledge, skill or ability. Those applicants who do not meet the selective factor are not given further consideration. What are examples of selective factors? Examples are: a license or certification required to perform the job, or an ability to speak foreign language, or a particular emphasis in a field of study, or experience with a specific software program.

16. Specific Vacancy Flyers: An announcement issued for a specific vacancy when there are insufficient qualified candidates available under an existing inventory announcement (Open Continuous Announcement). Applicants for specific vacancy flyers will be placed in the inventory established for that occupation.

17. Specific Vacancy Announcement: An announcement issued for a specific vacancy when there is no inventory announcement covering the occupation or location of the vacancy. Upward Mobility positions may also be announced under a specific vacancy announcement. The applicant pool established under a specific vacancy announcement will be valid for a period of six months.

18. Skill Hits: The number of skills possessed by the applicant that matches with the desired/required skills identified by management.

19. Job Kit: Instructions for completing a resume to the HRSC East. This document is available on the website at <https://donhr.navy.mil>.

20. Qualification Requirements: Basic Qualifications required for a position based on Office Personnel Management Qualification Standards.

21. CHART: Civilian Hiring and Recruitment Tool. Web based program that provides applicants the status of their resume throughout the application process. It contains password-protected data. It will inform applicants whether their resume was submitted to for management consideration for particular vacancies within the last 60 days, the geographic location of the vacancy and the action taken in its regard. If the resume is within 30 days of expiration, applicants will have the ability to extend resume life by resubmitting their resumes against an announcement.

22. Short List: Those candidates who are within the range of certification (top 8, plus ties) and



meet all eligibility requirements for the position. The short list also includes candidates who were rated ineligible due to lack of specialized experience (GS) or those who failed to meet the screen out element (FWS).

## **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 that the Employer elects to fill will be utilized to place employees in continuing positions that otherwise would be separated from the service in accordance with applicable laws, rules 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 of those 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 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 the reduction in force action. An employee will be considered qualified if the minimum qualification standards have not substantially changed since the employee's demotion. Excluded from this provision are situations involving the normal advancement of apprentice to journeyman at the satisfactory completion of their apprentice training and the mandatory promotion or placement directed by higher authority. Promotions under this Section will be governed by the following criteria:

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

b. The employee meets current qualification standards for the position and is physically able to perform the major duties of the position. 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 action affecting employees in the Unit. In addition, with the affected employee's consent and in his 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 issued to employees in the Unit.

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

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

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

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

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

The Employer agrees to furnish the Union with a copy of the job/position description, and any changes thereto, of all employees in the bargaining unit. The Employer will also furnish the 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 Department of Defense Civilian Personnel Management Service.

**Section 2:** Any employee in the Unit who feels that the principal duties of his position have changed as the result of changing work assignments shall have the right to request his supervisor to make appropriate changes to the job/position description consistent with the provisions of Section 1 above. The employee may be accompanied by his steward in presenting his request and discussing it with his 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 employee may either agree that the description is proper as written or that a recommended change needs to be submitted through proper channels.

If the decision is that a change is needed, the matter is ended when the change is made. If there is disagreement as to whether or not a task or responsibility assigned should be included in the job/position description, then the matter may be grieved in accordance with the Negotiated Grievance Procedure (Article 23) and arbitrated if necessary in accordance with Article 24. Once a job/position description change is made, activity level classification decisions will be

made no later than thirty (30) calendar days after the changed job/position description is submitted.

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

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

**Section 3:** The Employer agrees to the maximum extent possible, all employees in the Unit shall receive equitable treatment, consistent with their skills in respect to job assignments generally recognized as prestigious or qualifying duties for higher level positions.

**Section 4:** The Employer agrees that bargaining unit employees, within their respective job ratings, will not receive disparate treatment in respect to details, loans, menial or dirty tasks, or other assignments generally recognized as undesirable.

When the Agency determines there is a need to transfer employees from a specific shop, those qualified who have a request for transfer on file, shall be considered first.

Employees moved to other areas (shops) for training purposes shall not be considered a permanent transfer.

**Section 5:** In those shops where bargaining unit and non-bargaining unit employees are assigned, (non-bargaining unit employees would include those in trades excluded from the bargaining unit description found in Article 1, Section 2 of this Agreement as well as contracted labor) to the maximum extent possible, based on qualifications and needs of the Employer, in the absence of volunteers, bargaining unit employees will be the last loaned, transferred, detailed or reassigned as a result of workload.

**Section 6:** The Employer agrees to the maximum extent possible, consistent with its authority to assign work based on the needs of the organization, to assign work to bargaining unit employees 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**  
**WAGE GRADE DEVELOPMENTAL, APPRENTICE, AND OTHER RELATED**  
**TRAINING AND RETRAINING PROGRAMS**

**Section 1:** Wage Grade Developmental Programs (Apprentice, Student Career Experience Program (SCEP), Helper-to-Worker, Worker-to-Worker, Worker-to-Journey, Journey-to-Journey, and Multi-trade) training will be conducted in accordance with the approved training plan. Trade panels and the training committee shall make recommendations for updating the plan. However, it is recognized that unforeseen circumstances may cause temporary deviation from the approved training plans.

Both the training leader and the appropriate supervisor together have the responsibility of assuring that each trainee receives the training identified in the approved training plan. The Employer agrees to make training records of Unit employees available to the Union and will meet and confer with the Union prior to any deviations or changes affecting such training plans. Any alleged inequities in the administration of the training programs will be discussed with the Union upon request.

**Section 2:** The Employer agrees that in order to ensure that an adequate supply of competent, highly skilled craftsmen are available to meet future workload requirements, a review shall be made annually for the continuation of the Wage Grade Developmental Training Programs and other training programs to the extent of the need and funding availability.

**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 training material to Unit trainees with the exception of employees in the SCEP.

**Section 5:** The Employer agrees to establish and maintain competency-based Wage Grade Developmental Programs, which will allow trainees to advance and complete their training as fast as their abilities will permit. Advancements for Unit employees that demonstrate exemplary skills shall be approved by the Training Committee based on recommendations of the Trade Panel.

**Section 6:** Upon satisfactory completion of all program requirements, trainees shall be issued a certificate stipulating successful completion of their training program. In addition, the Trade Panel can make a recommendation for trainee completion of the Program. The Commanding Officer or his designee has the overall discretion to act on recommendations to advance a trainee to their target level.

**Section 7:** Employer agrees to actively seek recommendations from the Union in regard to any changes in the academic program for trainees. Academic credits may be earned by successful completion of the courses presented. Trade theory classes are integrated in the approved training plan. 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 six (6) 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:

- Two (2) members of the Facility appointed by the Employer
- Two (2) members of the Facility appointed by the Union
- One (1) member who shall be the Apprentice/Wage Grade Program Administrator
- The Equal Employment Opportunity Manager shall be an ex-officio member without a vote.

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(s). Such meeting shall be upon the request of the Union.

**Section 9:** The Employer and the Union, in a continuing effort to strengthen and improve the Wage Grade Developmental Program as well as other existing training programs, agrees to establish Trade Panels for each of the applicable 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 an Instructor in the respective trade appointed by the Union

NOTE: The Apprentice/Wage Grade 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/Wage Grade Developmental Programs 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/trainees 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 and other aspects of the Apprentice/ Wage Grade Developmental Program causing concern to affected apprentices/trainees.

NOTE: Complete review of Apprentice/Wage Grade Developmental Program 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:** The efforts of employees who are assigned the tasks of training apprentices and other trainees, will be considered by the supervisor when judging productivity of such employees.

**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.

**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.

**Section 14:** Related Training: Apprentice, SCEP, helper to worker, worker to worker, worker to journeyman, journeyman to journeyman, multi-trade and other training programs utilized by the employer are subject to the provisions of Section 8 of this Article. Should the Employer desire to expand the existing training program(s) or implement new ones, the Employer will give timely notification to the Union and allow an opportunity to bargain. Agreements reached at that time will be by Memorandum of Agreement and understood to be subject to the terms and conditions of the Collective Bargaining Agreement.

## **ARTICLE 20 ENVIRONMENTAL DIFFERENTIALS**

**Section 1:** The Employer agrees to eliminate or to reduce to the lowest levels possible all hazards, physical hardships and working conditions of an unusually severe nature for the employees covered by this Agreement. When such action does not overcome the unusual nature of the hazard, physical hardship or working condition, an environmental differential is warranted. It is further agreed that the existence of environmental differentials is not intended to condone work practices which circumvent federal safety laws, rules and regulations.

**Section 2:** An environmental differential shall be paid in accordance with appropriate regulation to employees within the Unit who are exposed to a hazard of an unusually severe nature under circumstances involving exposure to fumes, dust or noise which cause significant distress or discomfort in the form of nausea, or skin, eye, ear or nose irritation, or conditions which cause abnormal soiling of body, clothing, etc., and where such distress or discomfort is not

practically eliminated.

**Section 3:** The Employer agrees that an employee in the Unit engaged in work which subjects him to soil of body or clothing beyond normal expectancy for his rating, and where it cannot be reasonably alleviated by mechanical equipment or protective devices or clothing furnished by the Employer, shall be entitled to environmental pay in the amount prescribed by applicable regulations. Entitlement to environmental pay by employees in the Unit will be governed by the criteria established in 5 CFR 532.511, including Appendix A thereto. The following examples of circumstances under which this type of environmental pay may be applicable are provided as a guide, and are not intended to be all-inclusive:

- (1) Cleaning and inspection of fuel/oil tanks;
- (2) Removing dirt, paint, corrosion, grease, oils and grime from aircraft and aircraft parts (other than aircraft surface treatment worker);
- (3) Spray painting overhead or in confined areas other than in a booth or cabinet, or behind a water spray curtain;
- (4) Working in trenches, pits, tanks and other filthy spaces;
- (5) Working in confined, greasy or filthy test cell stacks, ventilation ducts, crawl spaces and tunnels;
- (6) Working with creosoted planking or sheeting, terrazzo decking, fibrous glass or mineral insulation, tarred felt or sheathing;
- (7) Employees detailed to sandblasting work;
- (8) Applying spray preservative or other materials under conditions requiring the operator to wear a forced air feed mask or other discomfoting equipment;
- (9) Spray painting without proper ventilation which results in paint spray settling on the employee;
- (10) Working in fiberglass or plastic under conditions requiring the employee to wear masks or other discomfoting equipment or where employees are subjected to fumes, dust and other environmental conditions considered harmful to health; and
- (11) Any employee, other than Aircraft Surface Treatment Workers, assigned to apply or remove stripping compound to aircraft or aircraft parts.

NOTE OF INTENT: The above are examples of environmental situations where employees may be entitled to environmental pay and they are not intended to be all-inclusive. The fact that certain trade ratings are excluded in these examples will not serve to prohibit employees in the cited trade ratings from receiving appropriate environmental pay if their individual working conditions meet the criteria for environmental pay established by 5 CFR 532.511, including Appendix A thereto. The above examples should serve as types of criteria for division directors' use when approving the award of environmental pay assignments. It shall be the responsibility of the division director to approve assignments of working conditions which meet the criteria for

environmental pay. However, for consistency, and to insure that employees are not penalized when performing work which entitles them to an environmental pay assignment for dirty work, it is agreed that division directors can approve awarding environmental pay, which meets the criteria of 5 CFR 532.511, Appendix A, at their discretion and subsequently prepare a brief description of the condition involved in instances where such an assignment has not previously been described and approved.

**Section 4:** It is further agreed that supervisors, when assigning employees to work for which environmental pay is indicated, will so notify the employee. In the absence of such notification, the employee will assume that such environmental pay is not applicable. If at any time during a job assignment an employee believes that environmental pay is warranted, the employee should call the matter to the attention of the immediate supervisor, who will make a determination and advise the employee whether or not environmental pay will be allowed. The employee shall have the right to be represented by his shop steward when discussing environmental pay with his immediate supervisor.

**Section 5:** Grievances concerning environmental differential issues will be processed starting at the 3<sup>rd</sup> step of the grievance procedure (Commanding Officer's Level). If settlement cannot be satisfactorily reached, then these matters are subject to arbitration procedure. Time limits as prescribed in Article 23 will govern this section.

## **ARTICLE 21 DISCIPLINARY ACTIONS**

**Section 1:** This Article shall pertain to suspensions of fourteen (14) days or less, and letters of reprimand as defined by 5 USC 7501. The Employer may effect disciplinary actions at anytime.

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

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

**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 his rights to appeal, and of the appropriate procedures available for appealing such actions.

**Section 4:** When the immediate supervisor questions an employee in an effort to assure himself



of the facts of a situation within the normal purview of supervisor-employee relationship, or when any supervisor observes infractions of rules and the immediate supervisor of the employee is not readily available, Union representation is not required. In the latter case, the observing supervisor should take such steps on the spot as appears warranted to correct the situation. Thereafter, he should locate the supervisor concerned, explain the circumstances to him, and place responsibility for any further action in his hands. When the facts of the situation indicate that further action may be necessary, the employee shall be notified, in the presence of his steward, of his right to Union representation before proceeding.

**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 that he/she will be initiating disciplinary action against the employee, and the official does not initiate/propose the disciplinary action, within 30 calendar days after all information has been made known to him/her, the official will notify the employee and the Union in writing 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 P.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 at any time for such cause as will promote the efficiency of the service. In accordance with 5 USC 7513, the Employer will advise the employee of his/her right to be represented by a Union or other representative of his/her choice, or an attorney at his/her own expense.

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

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

**Section 5:** In accordance with 5 CFR Part 752 "Subpart D—Regulatory Requirements for Removal, Suspension for More Than 14 Days, Reduction in Grade or Pay, or Furlough for 30 days or less shall apply other than for the "Exceptions" under 5 CFR 752.404 (3)(d)(1) and 5 CFR 752.404 (3) (d) (2). 5 CFR 752.404 (3)(d)(1) authorizes an exception to the 30 days' advance written notice when the agency has reasonable cause to believe that the employee has committed a crime for which a sentence of imprisonment may be imposed and is proposing a removal or suspension, including indefinite suspension. This notice exception is commonly referred to as the "crime provision." This provision may be invoked even in the absence of judicial action, and 5 CFR 752.404 (3) (d)(2) states the advance written notice and opportunity to answer are not required for furlough without pay due to unforeseeable circumstances, such as sudden breakdowns in equipment, acts of God, or sudden emergencies requiring immediate curtailment of activities.

Other than the above exceptions, the Employer agrees that in the event an employee is issued a notice of decision that is unfavorable to the employee, such notice shall be delivered to the employee at least (5) work days prior to the effective date of the action

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

## **ARTICLE 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;

(1) By any employee concerning any matter relating to the employment of the employee (the matter must personally affect the employee);

(2) By the Union concerning any matter relating to the employment of any employee;

or

(3) By an employee, group of employees, the Union, or the Employer concerning:

- a. The effect or interpretation, breach or claim of breach, of the Collective Bargaining Agreement; or
- b. Any claimed violation concerning the interpretation or application of any law, rule or regulation.

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

- a. Any claimed violation of matter relating to prohibited political activities.
- b. Retirement, life insurance, or health insurance.
- c. National Security matters.
- d. Any examination, certification, or appointment.
- e. Classification of any position which does not result in the reduction in grade or pay of an employee.
- f. Discrimination complaints based on race, color, sex, age, religion, national origin, or handicapping condition.
- g. All employee appeals or grievances concerning reduction in force actions.
- h. The termination or separation of probationary and temporary employees.
- i. Notices of proposed disciplinary or adverse actions
- j. Letters of Caution
- k. Memorandums for the Record
- l. Any grievances concerning rankings for promotion to positions outside of the Unit identified in Article (1), Section (2) of this Agreement.
- m. 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 6c (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, in the discretion of the employee, if covered, be raised under the appellant procedures of 5 USC 7701 (appeal to the Merit Systems Protection Board) or under this grievance procedure, but not both.

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

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

**Section 5:** An employee or group of employees may present their own grievances over interpretation or application of this Agreement and have them adjusted without the intervention of the exclusive representative, provided an exclusive representative has been given an opportunity to be present at the adjustment, such adjustment is not inconsistent with the Agreement, and the final decision is forwarded to the 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 he 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:

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

(2) the employee or group of employees must represent themselves and will not be entitled to any other representative;

(3) 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) or (c) and by the employees concerned under situation (b), to submit the grievance, and all decisions for that one (1) grievance shall be applied to the other grievances.

**Step 2:** If a satisfactory settlement is not reached at the first step, under situations (a) and (c), the 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 his 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 his 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 is requested to do so with: under situation (a), the appropriate officer of the Union, the chief steward, the steward, and the 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 five (5) working days after conclusion of the meeting, whether the grievance is satisfactorily settled or not, such settlement shall be reduced to writing and copies supplied to the Union and the grievant(s) 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 twenty (20) 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, the grievance must be filed within thirty (30) working days of the date of the occurrence of the matter out of which the grievance arose, or it will not be considered.

**Section 8:** All time limits herein may be extended by mutual agreement. If an extension is necessary, it is the responsibility of the Union and the Employer to reach a mutually agreeable decision regarding an extension of the specified time frame 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. Failure on the part of the CO to abide by the time limits shall result in the CO granting the relief requested as stated in the "corrective action" section of the grievance form, as long as the corrective action does not violate any law, rule, regulation, Department of the Navy Instruction, FRC East Instruction, Marine Corps Air Station orders to which FRC East is subject. In the alternative, the CO may submit the issue to arbitration. In the event the Union prevails, the CO will bear the cost of the arbitration. In the event the CO prevails in the arbitration, the Union will bear its cost of the arbitration. Throughout this Article, "work day" shall be understood to mean any work day 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 concerning performance appraisals under the Employer's performance management system and earned rankings under the Merit Promotion System:

a. Grievances pertaining to multiple tier performance appraisal systems where the rating assigned is unacceptable to an employee receiving such a rating may be grieved to the FRC East Advisory Board within fifteen (15) working days from the date the appraisal was signed by the employee.

NOTE: Signing of the appraisal does not indicate concurrence with the rating assigned.

The Board will consist of three (3) members: One (1) appointed by the Union, one (1) at or above the grade of the position for which the rating was received, and a Chairman with the rank of Field Grade Officer or equivalent civil service grade.

The recommendation of this Advisory Board will be submitted to the Commanding Officer or his designee who will render the decision.

Grievance pertaining to ratings received under the single tier acceptable/unacceptable performance appraisal system will not be grieved to the FRC East Advisory Board.

Any employee who receives an annual performance rating of Unacceptable where the action taken is adverse in nature (i.e. demotion or removal) may grieve or appeal such actions in accordance with Article 15, Section 9.

b. Employee grievances concerning earned rankings received under the Merit Promotion Program for positions within the Unit may, at the employee's option, be initiated verbally, over the telephone or in writing, with a staffing specialist in the Human Resources Service Center-East (HRSC-E) (Code 50), within 15 calendar days of receipt of notice (notice of referral/non referral), in an attempt to informally resolve the complaint. If the grievance cannot be resolved informally, the employee may file a formal written grievance with HRSC-E (Code 50) within fifteen (15) calendar days after receipt of the response from the staffing specialist involved in the informal efforts. In the event the employee does not elect to utilize the informal procedure described above, but desires to file a written formal 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). The grievance can be submitted by electronic mail or fax. Grievance must contain sufficient detail to identify and clarify the basis for the grievance. The formal step 2 decision rendered by the HRSC-East Director of Operations, Code 50, constitutes the final decision under the HRSC-East administrative grievance procedure. Upon receipt of the final step 2 decision, unit employees may, within seven (7) calendar days of the step 2 decision and under this negotiated grievance procedure, submit the matter/grievance to the 3<sup>rd</sup> step of the negotiated grievance procedure and the Commanding Officer at his discretion may refer the matter to a delegated FRC East Board who will consider the facts and either make a recommendation to the HRSC-East Director of Operations Code 50 to take another look at the resume or they shall make a recommendation to the Commanding Officer of the FRC East to deny the grievance.

The Board will consist of three (3) members: One (1) appointed by the Union, one (1) at or above the grade of the position for which the rating was received, and a Chairman with the rank of Field Grade Officer or equivalent civil service grade. Grievances concerning rankings



for positions outside the Unit described in Article 1 of this Agreement will be processed in accordance with the provisions of other applicable Union agreements, or in the absence thereof, under the HRSC-East (Code 50) Administrative Grievance Procedure.

c. A copy of the final Agency decision will be supplied to the grievant and the Union within ten (10) working days after the conclusion of the grievance meeting(s) established by (a) or (b) above. In the event the final Agency decision is not satisfactory to the employee under situation (a) above, the Union may, at its discretion, within twenty (20) working days of the final decision, 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 only in accordance with Article 24 Section 6.

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 to the other party no later than twenty (20) working days following receipt of the decision of the last step of the grievance procedure. It is recognized that either the Employer or the Union has the right to invoke the arbitration process with respect to the interpretation, application, or alleged violation of this Agreement.

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

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

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

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

**Section 3:** The arbitrator's fee and expenses shall be borne equally by the Employer and the

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. Further, 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 made and accepted by either party 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's witnesses, who have direct knowledge of the circumstances and factors bearing on the case, shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave.

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

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

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

**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 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 in 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:** The FRC East Equal Employment Opportunity/Affirmative Employment Program (EEO/AEP) shall be designed to promote equal employment opportunities in accordance with applicable laws and regulations.

**Section 2:** The Parties recognize the Department of the Navy's policy to provide equal employment opportunity for all persons in matters of employment; to prohibit discrimination because of race, color, age, religion, sex (including sexual harassment), national origin, disability, genetic information, or reprisal; and to promote the full realization of equal opportunity through continuing affirmative employment programs. The Employer also agrees to work towards the identification and elimination of all barriers that prevent a workforce that is diverse and representative of the local area.

**Section 3:** The Union shall be informed annually of the Employer's implementation of the Affirmative Employment Plan. The Employer shall, upon request, provide to the Union, information about the Union's unit employees contained in the Employer's annual EEO Program Status Report (MD-715) and shall provide discussions through a knowledgeable person to facilitate this information exchange.

**Section 4:** It is understood that reprisal or retaliation against a complainant, witness, or representative for pursuing an allegation of discrimination or participating in the investigation of a complaint, or subsequent hearing resulting from such an investigation of discrimination, by the Employer, is prohibited by law. Nothing within this Article shall be interpreted to confer upon the Union or its unit employees the right to raise claims of employment discrimination in the negotiated grievance procedure (Article 23, Section 3f).

**Section 5:** The Employer agrees that the Union, upon request, shall be allowed to provide a representative from the bargaining unit to participate as a non-voting member of the Annual EEO Awards rating panel. The member, appointed by the Union, is there to observe that the methods, procedures, and criteria used to determine the recipients of the Annual EEO Awards result in a fair and consistent outcome.

## **ARTICLE 28 SAFETY AND HEALTH**

**Section 1:** The Employer will make every reasonable effort to provide and maintain safe and healthful working conditions. In this regard, it is the Employer's intent to abide by existing applicable laws, rules, and regulations concerning safety and health of employees. The Union will cooperate in these efforts and encourage employees to work in a safe manner.

**Section 2:** The Union shall have the right to appoint five (5) representatives and five (5) alternates to the FRC East Safety and Health Council. The Union shall also have the right to appoint the appropriate number of members/alternates to serve on any subcommittee, established for ensuring compliance or improving the safety and health of the bargaining unit employees within the FRC East; such committees may include: VPP Steering Committee (1 representative and 1 alternate, or as needed), Application Area Safety Network Teams (2 representatives and 1 alternate, or as needed). The Union shall appoint one (1) representative

who shall serve as a point of contact (POC) for safety and health related issues. That person shall be the Chair of the Union's committee on safety and health.

**Section 3:** 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 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 Industrial Occupational Safety and Health Division Director or his 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 an industrial hygienist are required, arrangements for such services shall be made by the Industrial Occupational Safety and Health Division Director.

**Section 4:** Any union representatives participating on a FRC East Safety and Health Council/Subcommittee shall be in a pay status when attending meetings during regular working hours. In the event a Union representative on any Safety Committee/Subcommittee is assigned to night shift on the day of a safety meeting, the Employer will notify the appropriate union official of the requirement for attendance, and shall approve a one (1) day shift change, workload permitting, to attend while in a pay status.

**Section 5:** No employee shall be required to work on or about moving or operating machines or in areas when conditions exist that are unsafe or detrimental to health without proper precautions, protective equipment, and safety devices. It is recognized by the Union and the Employer that there are certain jobs covered by specific regulations requiring an additional person to be present for safety purposes. The Employer agrees to comply with the intent of those specific regulations requiring an additional person to be present for such safety purposes. Should an employee claim that a job to which he has been assigned is not safe or will endanger his health, he shall promptly notify his immediate supervisor. The immediate supervisor shall inspect the job and insure that it is safe before requiring the employee to carry out the work assignment. If the immediate supervisor has any doubts concerning the safety of the job, a ruling shall be obtained from an Industrial Hygienist or Safety Specialist before proceeding. The immediate supervisor shall notify the shop steward of all incidents where an employee is directed to resume work which he still claims to be unsafe. In the event the shop steward agrees with the employee's contention, the immediate supervisor will obtain a ruling from an Industrial Hygienist or Safety Specialist; however, it is understood that work will continue during the interim period of time and the supervisor will assume full responsibility for the safety of the job.

**Section 6:** The Employer will conduct safety training programs and safety programs in accordance with appropriate laws, rules and regulations.

**Section 7:** The Employer agrees to furnish the protective clothing and safety equipment necessary for the performance of assigned work as determined by the Industrial Hygienist Survey and the Shop Hazard Assessment for each shop and/or in accordance with local instructions. The Union may, at its discretion, recommend new personal protective equipment (PPE), and/or modifications to existing equipment for consideration. Such recommendations would normally be submitted by the Safety Network Teams, VPP Subcommittees, or by the Union Safety Representative. Such recommendations may be required as a result of ongoing

efforts, by the Employer, to mitigate unsafe and unhealthful conditions throughout FRC East.

a. The Employer agrees to issue protective rain gear, i.e., trousers, coat and hat, to those employees who are required to perform work in rain, sleet, or snow. In addition, the Employer will furnish boots or articles to employees required to perform work in standing water or snow, where the 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.

b. The Employer agrees to furnish suitable hand protection (gloves) to employees on a request basis in accordance with the nature of the work involved.

c. The Employer agrees to furnish, upon request or when required, safety shoes to all unit employees. Special safety shoe requirements exist in the following areas:

Cryogenics  
Plate Shops  
Walk-in Blast Booth  
Foundry

NOTE: The Employer agrees to provide shoes at least annually, or when defective. The Employer also agrees to provide more than one pair of shoes for any employee who provides medical documentation to support such need.

(1) The Employer agrees to furnish non-sparking shoes to those employees whose duties require they wear such shoes.

(2) The Employer agrees to furnish, upon request, non-conductive safety shoes to unit employees in the trade of Electronic Mechanic and Electricians.

(3) The Employer agrees to furnish appropriate eye protection (including prescription lenses) to those employees working in areas or occupations deemed hazardous by the Employer. Frames for glasses are available through the Marine Corps Community Services (MCCS) Store. Vouchers for frames for glasses are available through the Industrial Occupational Safety and Health Division Office.

d. The Employer agrees to furnish clean coveralls in accordance with the following procedures and conditions:

(1) The Employer agrees to furnish three (3) clean suits of coveralls per week to employees spraying catalyst type paint, and to employees applying hot paint stripping compound to aircraft, provided such duties are part of the employees' regular duties. Employees will be responsible for coveralls furnished by the Employer, and will be expected to wear these coveralls when actually engaged in spraying catalyst type paint or stripping aircraft.

(2) The Employer agrees to make available suitable coveralls for issue to employees in such areas as engine disassembly, aircraft disassembly, test cells, potting operations, flight test, and other comparable environmental work situations where specific employees within a job rating are required to perform duties that subject the employee to excessive dirt, grease, oil, and other filthy work, not normally performed by a majority of employees within the trade rating.

(3) The Employer agrees to furnish clean coveralls to unit employees upon request.

**Section 8:** The Employer agrees to provide to the Union, on a quarterly basis starting January 1<sup>st</sup> of each calendar year, or upon request, OSHA form 300 of all work related injuries and illnesses involving bargaining unit employees. Such information shall be provided by the Industrial Occupational Safety and Health Division.

**Section 9:** The Employer agrees that all government trucks and passenger carrying vehicles that transport employees shall always be in safe driving condition and equipped with safety equipment as required. No employee shall be required to ride as a passenger on any vehicle unless it is equipped with a safe seating arrangement. Cargo carrying vehicles shall not be used to transport personnel while loads are being carried unless the cargo is secured against shifting in transit and special provisions have been made for seating personnel.

**Section 10:** 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 employees' work assignments. In case of a dispute concerning the necessity, type and/or frequency of an examination, the Occupational Health Physician shall make a determination of the need for an examination, and its frequency, on the basis of an on-site inspection. With employee consent, a copy of the Occupational Health Physicians findings and decision shall be furnished to the Union upon request. Such examinations shall be at no cost to the employee and will be conducted while the employee is in a pay status.

**Section 11:** The Employer agrees to furnish to the Union copies of unclassified documents (Reports of Explosive Incidents) that pertain to the Ordnance Shop.

**Section 12:** Bargaining unit employees will support and participate in initial industrial hygiene determinations, baseline tests, industrial hygiene survey training, and periodic medical surveillance examinations offered under the medical surveillance program. The Employer will train/inform employees of the recommendations and determinations of the industrial hygiene survey and medical surveillance program requirements in their work areas. When reporting to a new shop area, the supervisor shall ensure that employees are made aware of the medical surveillance program requirements in the new shop area. Employees, properly notified by their supervisor, shall make every reasonable effort to attend scheduled medical surveillance appointments.

## **ARTICLE 29 CIVIC RESPONSIBILITIES**

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

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

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

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

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

**Section 5:** Except to the extent that such time off does not seriously interfere with Department of Navy operations, eligible employees who vote in jurisdictions which require registration in person will 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 his/her supervisor as soon as practical and may be excused, subject to workload, consistent with 5 CFR 610.305 (c). Such excusals will be subject to receipt of written verification of such emergency service by the appropriate official of the volunteer organization. The written verification will include the time of call for the emergency rescue or protective work, type of emergency rescue or protective work provided, and the time of release.

## **ARTICLE 30 EMPLOYEE SERVICES**

**Section 1:** The Employer will provide all tools necessary for the performance of assigned duties for all Unit employees. Employees will comply with the Agency's tool control policy and 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 the distribution list for ten (10) copies of Station Orders and Bulletins, and FRC East Instructions and Notices which affect Unit employees' conditions of employment.

**Section 4:** The Union shall be permitted to use the FRC East internal mail system 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 as a recipient for mail delivery and/or drop.

**Section 5:** Upon advance request by the Union representative, the Employer agrees that existing written regulations/local instructions maintained at Civilian Human Resource Office - East, Cherry Point, which relate to the personnel policies, practices and working conditions of the employees of the bargaining unit, will be made available for review by the Union representative during the office hours of the CHRO.

**Section 6:** Based on DOD policy, the FRC East will allow tobacco use only in designated areas. Employees are advised of the designated tobacco use areas and times. All breaks shall be in accordance with the FRC East break policy.

**Section 7:** The Workers Compensation Office of the Personnel, Policy & Programs Division will counsel employees regarding entitlements under 5 USC Chapter 81, Federal Employees' Compensation Act (FECA), assist the employee in obtaining appropriate forms, and may advise employees of their right to elect a treating physician.

## **ARTICLE 31 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 in the Unit. Such listing shall include the name, payroll number, occupation code, and shop location of each employee.

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

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

NOTE: The intent of this Section is to provide work for employees for reasonable periods of time while the employee recovers to the extent of being able to return to full duty status or attain maximum medical improvement (MMI).



**Section 4:** Fitness-for-duty examinations will be conducted in accordance with applicable laws and regulations. The Employer agrees that prior to being submitted for a fitness-for-duty examination; the employee will be informed, in the presence of 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.

**Section 5:** It is understood by the Parties that general information on retirement and/or benefit forms will be provided by the Personnel, Policy and Programs Division with referral to the retirement and/or benefits hotline. Retirement counseling services shall be provided by the Human Resources Service Center East (HRSCE) in accordance with the HRSC Operating Manual. The Personnel, Policy and Programs Division may serve as liaison between the employee and the HRSC and will facilitate communications with the HRSC via telephone and/or fax. An employee may attend Employer sponsored retirement training twice within five (5) years of projected retirement date. Attendees, upon coordination with division training coordinators and applicable supervisors, will be clocked the appropriate number of hours of training, and the respective department will cover the training cost. If an employee wishes to attend a second session closer to their retirement date, he/she will be required to utilize their annual leave; however, the respective department will cover the training cost. The employee must coordinate attendance for this training with the applicable training coordinator to ensure training costs are covered. The training coordinator will also ensure the employee's absence (either training or annual leave) is documented.

**Section 6:** Employees in the Unit will not be contacted on opinion surveys in regard to any matter subject to negotiations or consultations (exception: non-negotiable subjects), unless each employee has been duly authorized by the Union to act as spokesman in regard to such discussions.

**Section 7:** The Employer agrees to make every reasonable effort to ensure that any employee covered by the provisions of this Agreement shall not suffer any lessening of his general working conditions or forfeit any benefits of this Agreement while on detail or assignment to another activity; provided, however, such employees will be expected to conform to the rules and regulations governing such matters as hours of work in effect at the temporary duty activity.

**Section 8:** Except to the extent that such time off does not seriously interfere with Employer operations, employees participating in the blood donor program will be considered for approval of four (4) hours administrative leave on the day such donation is made, provided the donation is made during duty hours. Employees who require more time for recuperation may be granted up to an additional four (4) hours upon recommendation of a medical officer.

a. Except to the extent that such time off does not seriously interfere with Employer operations, employees assigned to the third shift will be given the option to come in on day shift on Monday; or the day after a holiday to participate in the blood donor program; or be allowed to come in at 3:00 a.m. and leave at 7:00 a.m. on the day they donate blood. The requirements of Section 8 above will apply on the day they donate blood.

**Section 9:** 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 local FRC East/Marine Corps Air Station Orders.

**Section 10:** The Employer agrees that the employees in the Unit will not be assigned to menial or dirty tasks or to work which is generally recognized as undesirable as a reprisal or punishment.

**Section 11:** The Employer will excuse employees from duty without charge to leave or loss of pay for the purpose of securing vehicle decals that are required for entry onto the Air Station unless the Employer can arrange for such decals without the employee leaving the job. Motorcycle training required by Marine Corps Order “shall be provided at no cost to military and DOD personnel (including annual leave).”

**Section 12:** The Employer will waive any collection for damage(s) to government owned equipment, including vehicles damaged in the regular performance of duty, unless such damage(s) is/are incurred as the result of willful misconduct, disobedience, or negligence on the part of the employee.

**Section 13:** Under the terms and conditions of this agreement, letters of Caution LOCs and/or Memos 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. Letters of Caution 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 Letter of Caution/ MFR. 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 Letter of Caution/MFR is canceled.

**Section 14:** 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 orientation.

**Section 15:** The following pertains to compensatory travel overtime:

- a. For irregular or occasional travel times outside the normal work hours, compensatory travel overtime shall be granted as determined by the travel office in accordance with law, rule, and regulation.
- b. Unused compensatory travel overtime balances will be forfeited in accordance with law, rule and regulation.
- c. Every consideration shall be given by the Employer to approving leave requests for compensatory travel overtime as soon as practical, provided such leave approval does not impact the accomplishment of the mission. If the supervisor’s decision is to decline the request for this leave, the supervisor will annotate the reason for the disapproval in the remarks column of form OPM-71. The supervisor will meet with the employee and shop steward and explain the reason

for disapproval.

d. Employees and supervisors must take into consideration the date the compensatory travel overtime was earned and be aware of when the time will be forfeited and give this request for leave the highest priority.

## **ARTICLE 32 EMPLOYEE IMPROVEMENTS PROGRAM (BENEFICIAL SUGGESTIONS)**

**Section 1:** The Employer encourages all employees in the Unit to participate in the Incentive Awards Programs or Employee Improvement Program (EIP). Such suggestions shall be processed in accordance with the FRCEASTINST 12000.4 Chapter 6. It is the desire of the Employer that all Beneficial Suggestions 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 Beneficial Suggestions. It is further agreed that employees who encounter unreasonable or unwarranted delays in receiving a final determination on the adoption or non-adoption of a submitted beneficial suggestion (EIP) 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 Beneficial Suggestions and the Employer agrees to furnish all pertinent information as to the reasons for delays. It is further agreed the Union shall first contact the Employee Improvements Program Coordinator who will provide such information. If the Coordinator is unable to provide the information, the Chairman of the Committee may be contacted. Contacts will be made by telephone to the extent practical. The Employer further agrees that where unreasonable delays are found to exist, such action as is necessary to expedite the case in question will be initiated. For the purpose of this Agreement, any suggestion not finalized within ninety three (93) days shall be considered unreasonably delayed. It is recognized that many suggestions require more than ninety three (93) days, in which cases the suggester 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. Immediate supervisor will aid them in ensuring that the suggestion is sufficiently described for evaluation. When the submitted suggestion is investigated, the investigator will discuss the suggestion with the suggester and have the suggester initial the form.

Non-adoptions will be in writing and the suggester will be afforded an opportunity for a personal interview to ask questions and discuss the details of the non-adopt letter. Upon request, the suggester may be accompanied by the appropriate shop steward.

**Section 3:** A Union representative (Employee Improvements Program Team Member/ Beneficial Suggestion Board Member) will, upon request, be authorized to review beneficial suggestions of bargaining unit members that are non-adopted by the Employer.

**Section 4:** It is agreed that the Union may appoint two (2) members and two (2) alternates to the Employee Improvements Program Team. In the event members appointed by the Union are not acceptable to the Employer, the Employer will inform the Union of the reason for non-acceptance and the Parties shall meet in an effort to agree on members mutually acceptable to

both the Union and the Employer.

### **ARTICLE 33 BULLETIN BOARDS**

**Section 1:** The Employer agrees to provide twenty-two (22) bulletin boards throughout the Unit for the exclusive use of the Union. 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 and 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 34 PARKING**

**Section 1:** A reserved parking space will be provided for up to ten (10) Union officials including spaces for the Union President, Vice-President, Recording Secretary, Secretary-Treasurer, Conductor Sentinel, and five (5) chief stewards. Bargaining Unit Employees that participate in the Transportation Incentive Program (TIP) will not be eligible for a reserved parking space in accordance with applicable instructions. Such parking spaces will be within reasonable walking distance of assigned working areas. In the event an employee holds two of the above Union offices, that official will only be assigned one reserved parking space.

**Section 2:** Upon request the Union shall have access to a current display of all individuals assigned the above cited reserved parking spaces.

### **ARTICLE 35 PUBLICIZING THE AGREEMENT**

**Section 1:** Within one hundred twenty (120) days following the effective date of this Agreement the Employer will reproduce and distribute a copy of this Agreement to all employees currently assigned to the Unit. As a part of their initial orientation at the shop level, new employees hired in a position included in the Unit will be provided a copy of this Agreement by the Employer, advised of the contractual relationship between management and the Union, and will be introduced to the steward of the shop to which they are assigned. For the efficiency of the Agency, the Employer shall allow the Chairman of the Shops Committee, or Vice Chairman, in the absence of the Chair, to address the bargaining unit employees as a part of New Employee Orientation, or as soon as practical thereafter, normally within ten working days of employment, in order to provide further clarification of the relationship between the Parties involved in this agreement.

## **ARTICLE 36 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 DOD, Washington, D.C. 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 VII, Public Law 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 event, the Parties will meet for the purpose of negotiating such language that will meet the requirements of such laws, Executive Orders, or regulations. Such amendment(s) as agreed to will be duly executed by the Parties and become effective on a date or dates agreed to as being appropriate under the circumstances.

b. It may be opened for amendment(s) by the mutual consent of both Parties at any time after it has been in force and effect for at least six (6) months. Requests for such amendment(s) by either Party must be in writing and must include a summary of the amendment(s) proposed. The Parties shall meet within 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, DOD, Department of the Navy, and the Office of Civilian Personnel 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 DOD.

**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 37 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 his first month's dues through voluntary allotment as provided herein.
- b. The employee's salary for the payroll period involved is sufficient to cover the dues after legal and required deductions have been made.
- c. The employee has voluntarily authorized such a deduction on Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, supplied by the Union.
- d. Section A of Standard Form 1187 has been completed and signed on behalf of the Union by an official authorized by the Union.
- e. The completed Standard Form 1187 is transmitted to the Civilian Human Resources Office -East/Labor and Employee Relations Office so as to reach the office no later than 4:00 p.m. on the last Tuesday preceding the payroll period during which the initial deduction is to be made for certification of eligibility to have dues withheld. Such certification shall be completed by 11:00 a.m. on the following Wednesday. In order for the Union to comply with this requirement, the Employer agrees that the Business Representative of District 110, IAM&AW, or his representative shall have the ingress and egress privileges to the Civilian Human Resources Office - East for this purpose without prior approval or without regard to any other requirement of this Agreement.
- f. The completed Standard Form 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 employee(s) concerned Standard Form 1187 (Request for Payroll Deductions for Labor Organization Dues). The Union shall be responsible for the distribution of such forms to its potential 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 his 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:** An allotment for the deduction of an employee's Union dues may also be terminated, subject to the following conditions, by the employee's personal submission of the Standard Form 1188, (Cancellation of Payroll Deductions for Labor Organization Dues) to the DEP. The SF-1188 may be furnished by the Labor and Employee Relations Office of the Employer.

a. Employees may have their dues allotment terminated effective after one year of their anniversary date which shall be determined by the processing of the SF-1187 at the DEP. The employee's annual revocation period will be during the pay period immediately preceding the anniversary date of the processing of the employee's request for dues withholding at the DEP.

**EXAMPLE:** If the anniversary date shown on the SF-1187 is 2 January 2010, one calendar year would end on 3 January 2011. The SF-1188 would have to be received by the DEP during the payroll period preceding the pay period in which the 2 January timeframe falls in. Failure of the employee to submit the SF-1188 during the pay period described in Section 6a above, will negate the employee's right to have their dues cancelled.

b. Receipt of an SF-1188 in the DEP during any of the periods referenced above is interpreted to mean during normal working hours and days of the Payroll Office and excludes non-working hours, non-work days, and holidays, regardless of the calendar date(s) on which they may occur.

**Section 7:** The 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. A check drawn on the Treasury of the United States and made payable to the Union in an amount equal to the total of all such allotment deductions made.

**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 38 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:** It is agreed that alcoholism and/or drug abuse or addiction, may not be used as an excuse for misconduct or less than fully satisfactory work performance. An employee who refuses to cooperate in the Employer's approved drug testing program shall be subject to appropriate disciplinary action, 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 out patient 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, on the same day of the test, an employee will be allowed to take annual leave to obtain an independent test from a Department of Health and Human Services (DHHS)-certified laboratory or one 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) and the appropriate management official of the Employer if they are the results of a sample obtained and processed in accordance with the Guidelines.

