



UNITED STATES MARINE CORPS  
MARINE CORPS AIR STATION  
BOX 99100  
YUMA, ARIZONA 85369-9100

StaO 12711.1D  
3BF  
10 4 MAR 2001

STATION ORDER 12711.1D

From: Commanding Officer  
To: Distribution List

Subj: CONTRACT BETWEEN MARINE CORPS AIR STATION YUMA, ARIZONA AND THE  
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES, LOCAL R142-142  
(CIVIL SERVICE UNIT)

Encl: (1) Contract between Marine Corps Air Station Yuma, Arizona and  
The National Association of Government Employees, Local  
R14-142

1. Purpose. To publish subject contract.
2. Cancellation. StaO 12711.1C.
3. Information. This contract establishes mutual understandings relative to certain personnel policies, practices and procedures and other matters affecting the conditions of employment of Civil Service bargaining unit employees. It is a workable agreement negotiated under the provisions of Title VII of the Civil Service Reform Act of 1978 and was approved by the Secretary of Defense to be effective 5 January 2001.
4. Action. All military and civilian managers and supervisors responsible for the formulation of policies and procedures or for the direct or indirect supervision of Civil Service employees are directed to review and apply the contents of this contract.
5. Summary of Revision. This revision contains a substantial number of changes and should be reviewed in its entirety.

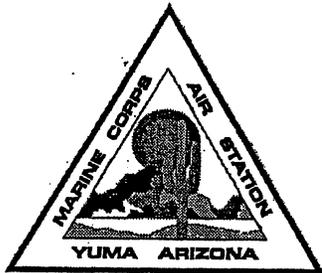
  
MARK E. CONDRA

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# CONTRACT

BETWEEN

**MCAS  
YUMA, ARIZONA**



AND

**NAGE  
SEIU**

**NATIONAL ASSOCIATION  
OF  
GOVERNMENT EMPLOYEES**

LOCAL R14-142

Effective: 5 January 2001



UNITED STATES OF AMERICA  
FEDERAL LABOR RELATIONS AUTHORITY

MARINE CORPS AIR STATION  
YUMA, ARIZONA

Activity

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES,  
LOCAL R14-142, SEIU/AFL-CIO

Petitioner/Labor Organization

Case No.

8-R0-80005

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the undersigned Regional Director of the Federal Labor Relations Authority, in accordance with the provisions of Chapter 71 of Title 5 of the U.S.C., and in accordance with the Regulations of the Federal Labor Relations Authority; and it appearing that a majority of the valid ballots has been cast for a representative for purpose of exclusive recognition;

Pursuant to authority vested in the undersigned,

IT IS HEREBY CERTIFIED that

the National Association of Government Employees,  
Local R14-142, SEIU/AFL-CIO

has been designated and selected by a majority of the employees of the above-named Activity or Agency, in the unit described below, as their representative for purposes of exclusive recognition, and that pursuant to Chapter 71 of Title 5 of the U.S.C., the said organization is the exclusive representative of all the employees in such unit.

UNIT: INCLUDED: All General Schedule and Wage Grade Employees employed by the Marine Corps Air Station, Yuma, Arizona.

EXCLUDED: Professional employees, management officials, confidential employees, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors and Commissary Store employees.

Federal Labor Relations Authority

Regional Director

Acting

Region

Dated: June 30, 1988

Enclosure (1)

INDEX

	Page
Certificate of Representative	2
Preamble	5
Article 1            Recognition and Unit Designation	6
Article 2            Employer Rights	6
Article 3            Employee Rights	7
Article 4            Union Rights and Responsibilities	8
Article 5            Union Representation	8
Article 6            Union-Employer Relations	9
Article 7            Official Time	10
Article 8            Internal Union Business	12
Article 9            Facilities and Services	12
Article 10           Dues Withholding	13
Article 11           Promotions	14
Article 12           Details and Temporary Promotions	15
Article 13           Job/Position Description	16
Article 14           Performance Evaluation	16
Article 15           Hours of Work	17
Article 16           Overtime	19
Article 17           Working Conditions	20
Article 18           Annual Leave	21
Article 19           Sick Leave	23
Article 20           Family Leave	24
Article 21           Court Leave	24
Article 22           Voting	25
Article 23           Blood Donations	25
Article 24           Delivery of Pay	26
Article 25           Hazard Pay & Environmental Pay Differentials	26
Article 26           Contracting Out of Work	26
Article 27           Reduction-in-Force	27

Article 28	Safety and Health	27
Article 29	Drug-Free Workplace Program	29
Article 30	Health Services & Preventative Medicine	30
Article 31	On-the-job Injury	30
Article 32	Firefighters	31
Article 33	Disciplinary/Adverse Actions	32
Article 34	Negotiated Grievance Procedure	33
Article 35	Arbitration	36
Article 36	Negotiations During the Term of the Agreement	37
Article 37	Effective Date and Term	38

PREAMBLE

Pursuant to the provisions of Title VII, the Civil Service Reform Act of 1978, Public Law 95-454, Chapter 71, Title 5, United States Code (Labor Management Relations), hereinafter referred to as the "Act," HR 12781 the following articles of this basic Agreement, together with any and all supplemental agreements and/or amendments which may be decreed to at later dates, constitute the total agreement by and between the United States Marine Corps Air Station Yuma, Arizona (Employer) and the National Association of Government Employees, Local R14-142 (Union), for the employees in the unit described below.

WHENEVER language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled.

WHEREAS the well-being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

WHEREAS the participation of employees should be improved through the maintenance of constructive and cooperative relationships between the Union and the Employer:

NOW, THEREFORE, the parties thereto, intending to be bound thereby, agree as follows:

ARTICLE 1 - RECOGNITION AND UNIT DESIGNATION

Section 1. The unit to which this Agreement is applicable is composed of all General Schedule and Wage Grade employees employed by the Marine Corps Air Station, Yuma, Arizona; excluding professional employees, management officials, confidential employees, employees engaged in Federal personnel work in other than a purely clerical capacity and supervisors.

ARTICLE 2 - EMPLOYER RIGHTS

Section 1. The Employer retains the responsibility and right of management.

a. To determine the mission, budget, organizations number of employees and internal security practices of the employer.

b. In accordance with Civil Service Reform Act and 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 actions against such employees.

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

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

(a) Among properly ranked and certified candidates for promotion; or

(b) Any other appropriate source.

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

Section 2. Nothing in this Article will preclude the Union and the Employer from negotiations;

a. On the number, type and grade of employees or positions assigned to any organizational sub-division, work project or tour of duty, technology, method and means of performing work.

b. Procedures which officials of the Employer will observe in exercising any authority under this Article; or

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

ARTICLE 3 - EMPLOYEE RIGHTS

Section 1. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this article, such right includes also the rights:

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

b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees of the unit.

Section 2. The terms of this Agreement do not preclude any employee from bringing work related matters of a personal nature to appropriate officials of the Employer, through the chain of command, and to engage in an informal discussion with management officials. Employees are encouraged to resolve their issues of a personal nature at the lowest possible level. However, if employees are not satisfied as a result of the discussion, they are entitled to seek appropriate Union representation. Employees are encouraged to review the grievance procedures prior to exercising this entitlement.

Section 3. Employees authorized to utilize their private vehicles on government business will be governed by applicable regulations to include reimbursement.

Section 4. The parties will apply all of the provisions of this Agreement, current rules and regulations, including the Privacy Act, fairly and equitably, to all employees of the unit without discrimination.

Section 5. The Employer agrees the Union will be given the opportunity to be present for a portion of orientation training of all new employees. During the orientation training, the Union may provide Union related information. These orientation presentations may not be used for solicitation of Union membership.

Section 6. The Parties recognize the right of employees to contribute or refrain from contributing to any charity drive.

Section 7. The Employer will ensure that employee personnel files (containing any official records maintained as part of the Employer's system of records), kept by supervisors will be kept in a locked/secured space and will only be accessible to those who have an official need to

know the information contained therein. Upon Request, the employee will be permitted time to review such files.

Section 8. An employee or their written authorized representative may review the contents of the employee's Official Personnel Folder (OPF) within a reasonable period of time after submitting the request to Human Resource Office (HRO). The employer agrees to provide a copy of any documents in the employee's Official Personnel Folder within a reasonable period of time.

#### ARTICLE 4 - UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Union has the right and responsibility to negotiate for and to represent the interests of all employees in the unit without regard to Union membership, race, religion, sex, age, national origin, or any other discrimination factors as per the Act. This includes the right to present its views to the Employer on matters of concern, either orally or in writing.

Section 2. The Employer agrees that as soon as practicable after receipt of notification of a unit employee's serious illness, serious injury or death, to advise the Union of the employee's condition so that the Union may extend benefits to which the employee or his/her family may be entitled. No specific medical information will be provided.

Section 3. The Union will be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the agency and one or more employees of the unit or their representatives concerning any grievance or personnel policy or practice, or other general condition of employment; or,

b. Any examination of an employee in the unit by a representative of the Employer in connection with an investigation, if:

(1) The employee reasonably believes that the examination may result in disciplinary action against the employee; and

(2) The employee requests representation.

Section 4. The union waives its right to participate in discrimination complaint cases except in those cases where the union is the designated representative.

#### ARTICLE 5 - UNION REPRESENTATION

Section 1. The employer will recognize the elected Officers of President, 1st Vice President, 2nd Vice President, Chief Steward, Secretary/Treasurer, Safety Officer and designated Stewards of the Union.

a. The Union shall designate bargaining unit employees as stewards for the various departments of MCAS.

b. The union shall determine the number and location of stewards as long as no more than one (1) union steward is designated within any department during the same shift.

c. The total of union stewards will not exceed 6. Departments with more than 50 bargaining unit employees may have up to two (2) stewards as long as there are no more than a total of six (6) union stewards.

#### ARTICLE 6 - UNION-EMPLOYER RELATIONS

Section 1. This Agreement has been made in the spirit of problem resolution and reflects a bilateral partnership in labor-management relations. It is the intent of the Parties that labor/management conflicts arising during the life of this Agreement be resolved promptly and informally whenever possible. To that end, the parties will make every effort expeditiously to bring such problems or disputes to the attention of the other, and will meet and attempt to reach an informal resolution. If resolution is not possible, conflicts will be resolved through appropriate procedures.

Section 2. Both Parties recognize the need to achieve effective communications and resolve issues at the lowest level possible. The Parties agree to encourage open communications and for this purpose a free flow of information is encouraged between the Union representatives and management. All Union requests for information under 5 USC 7114(b) will be directed to the HRO via the Union President.

Section 3. Union-Employer meetings will be held monthly at mutually agreed upon times to maintain cooperation between the parties. Agenda items for discussion, particularly those requiring research, should be submitted five days in advance by either party, although items not submitted may be discussed. Representatives (no more than two from the Union and two from Management) may attend, unless otherwise agreed upon. A monthly meeting may be canceled by mutual agreement if there are no agenda items.

Section 4. Emergency or urgent matters will be discussed at the earliest convenience of both parties after a request by either party is received. Such request will indicate the subject matter to be discussed.

Section 5. Upon request of the Union, a meeting shall be held between the Union President and the Commanding officer. Such requests will indicate the subject matter to be discussed.

ARTICLE 7 - OFFICIAL TIME

Section 1. Union officers and officials, including stewards, shall be permitted reasonable time during work hours without loss of leave or pay, if otherwise in a duty status, to effectively represent members of the bargaining unit for which this agreement is applicable. Reasonable official time is authorized for the following:

- a. Preparing and presenting to the Employer an Employee or Union grievance.
- b. Preparing and presenting to the Employer a response to an adverse action.
- c. Preparing union response to Employer proposals, which affect the bargaining unit.
- d. Arbitration.
- e. Attendance at Merit Systems Protection Board (MSPB) Hearings.
- f. Attendance at Committee Meetings of the employer when a member of the committee.
- g. Meetings with the Employer (formal and/or informal).
- h. Preparation of Unfair Labor Practice (ULP) charges against the employer.
- i. Meetings with Federal Labor Relations Authority (FLRA) regarding ULP charges filed against the employer.
- j. Time used for contract negotiations must be recorded separately and arrangements for tracking such time needs to be made in advance by management. Therefore, official time to be used for new contract negotiations with the employer will be established during ground rules discussion for such negotiations.
- k. Any other procedure authorized by the Act.

Section 2. The Employer agrees to provide administrative leave per calendar year for use by each Union official for attendance at local and National training sessions sponsored by the Union. The training will be on such matters that will be of mutual benefit to the Employer and the Union. A written request for administrative leave will be submitted at least 15 days in advance by the Union to the HRO. The request will contain information about the attendees, duration, purpose, and nature of the training.

- a. The President is authorized a total of 40 hours.

- b. The 1st Vice President is authorized a total of 40 hours.
- c. The 2nd Vice President is authorized a total of 24 hours.
- d. The Chief Steward is authorized a total of 32 hours.

e. Stewards are authorized a total block of 144 hours per calendar year to be utilized by no more than 24 hours per year per steward. This training is limited to no more than 24 hours per Department per calendar year.

Section 3. Union officers and officials, including stewards, shall obtain prior written permission from the immediate supervisor or designated official to leave the work area for representation purposes, indicating the approximate duration, where they can be reached, including a phone number when possible, and the general nature of the business. The immediate supervisor will authorize the representative official time as workload permits. Unless unusual circumstances exist, the supervisor will provide the requested time to the Union representative by the close of the business working day. The Supervisor and Union representative will establish a method for the Union representative to report back to duty.

Section 4. The Union agrees to conduct its business in an efficient manner, and to guard against the use of excessive time by its representatives in the conduct of their authorized representational duties. The Parties will cooperate in keeping to a minimum time spent away from work for representational duties.

Section 5. When the representative desires to contact an employee to discuss a grievance, the representative shall contact the immediate supervisor of that employee by phone, stating the purpose of the visit and to arrange for the meeting with the employee. The employee's immediate supervisor will make the employee available for such meeting promptly, unless there are justifiable circumstances to the contrary. In such circumstances, the supervisor will inform the representative when the employee will be available. In all cases the representative will report to the employee's supervisor upon arrival and departure.

Section 6. If an employee wishes to discuss an issue with a union official, the employee may request his/her supervisor to arrange for such a meeting or may contact the union officials by telephone. Discussions with union officials by telephone are limited to 5 minutes unless approved by the supervisor in advance. The employee must obtain written approval of official time to meet with the union official. Supervisors will document employees' time cards with official time used for union matters.

Section 7. The employer agrees that authorized National Officers or representatives of the Union will be given authorization for admission to Marine Corps Air Station (MCAS) Yuma. This authorization shall be governed by MCAS security regulations and will be allowed during the term of this Agreement.

ARTICLE 8 - INTERNAL UNION BUSINESS

Section 1. Internal Union business, such as soliciting membership, collecting dues, electing officers, attending Union meetings, and posting or distributing Union literature will be conducted during the non-duty hours of all employees involved.

Section 2. Upon request and subject to normal security limitations, the Union shall be granted authority to conduct two membership drives of up to 60 calendar days duration each per year. The employees conducting the drive and employees being solicited for membership must be in a non-duty status when such activities occur.

ARTICLE 9 - FACILITIES AND SERVICES

Section 1. The Employer agrees to provide the Union space at the activity. No alterations to the existing structure will be made without the written permission of the Employer. The Union may be responsible for any loss or damage to government property specifically issued to the union for their use. The following equipment/services will be provided by the employer:

a. A computer and printer are authorized for official union correspondence and official e-mail aboard MCAS Yuma. The computer and e-mail system is subject to a reasonable amount of down time and will be subject to repair on a non-priority basis. Any and all maintenance, upgrades, configuration or installation of software will be performed by the employer and subject to MCAS regulations. The computer will be upgraded as the Station upgrades on a non-priority basis.

b. A pager for use by the Union President.

c. E-mail address for the Presidents if requested in writing.  
E-mail list address for NAGE Local R14-142.

d. Class 02 phones.

e. FAX

f. Allow the Union to install a commercial phone line. All related costs will be borne by the Union.

Section 2. Management will provide the Union bulletin boards not to exceed 30" x 24", to be placed adjacent to or in the vicinity of each

official civilian bulletin board. The Union will be responsible for requesting installation, maintaining, posting and removing material outside of work hours and said material shall not violate any law or security regulations, nor contain scurrilous or libelous material.

Section 3. Copies of this Agreement will be provided to all current and new unit employees. A Station Bulletin containing union officials' names and work phone numbers will be posted on all official civilian bulletin boards. Fifteen copies of the Agreement will be furnished to the Union for its use. The cost of printing this Agreement will be borne by the Employer.

Section 4. The Employer agrees to furnish the Union, upon written request and at reasonable intervals, a current list of all employees in the unit, showing name, position, title, series, and organization.

Section 5. The Employer agrees to provide the Union access to all official publications available at the HRO, such as directives, regulations, supplements, and classification standards. The Employer will provide the Union with one copy of new Station Orders and changes that relate to the working conditions of unit employees.

Section 6. The Union will be permitted to utilize existing on-base telephones for on base and local telephone calls which are directly related to matters, which may be conducted under this Agreement. These calls shall be limited to no more than 5 minutes in duration. Management may approve exceptions for more than 5 minutes and official time shall be documented on the employee's time card.

#### ARTICLE 10 - DUES WITHHOLDING

##### SECTION 1. Voluntary Allotment:

a. An employee may make a voluntary allotment for payment of union dues by completing a Standard Form (SF 1187) and submitting it to the Activity HRO via a Union representative. The allotment will be forwarded to the appropriate payroll office within 7 calendar days from receipt in HRO

b. The Union shall procure the SF 1187, provide the form to the bargaining unit members, certify the amount of dues, provide completed form to HRO, and inform bargaining unit members of the program and procedures for allotment and payment of dues.

c. An allotment shall terminate when:

(1) An employee is separated from the bargaining unit as a result of resignation, retirement, permanent promotion or assignment to positions excluded from the bargaining unit.

(2) The Union ceases to be the representative of the bargaining unit due to loss of exclusive recognition.

(3) Receipt by the Activity of notice from the Union that the bargaining unit member has been expelled or is no longer a member in good standing with the Union. The Union shall notify HRO in writing within three workdays after the employee is suspended or expelled from the Union.

(4) Upon written request by the employee as set forth in subparagraph d below.

d. An employee who has invoked dues deduction may revoke their authorization by providing a completed SF 1188 or any other appropriate written notice to HRO. A revocation may be submitted at any time. The revocation will become effective on the first full pay period following the one year anniversary date of the allotment, or if the allotment has been in effect for over one year, on the first full pay period in March.

e. The employer will arrange for the following to be forwarded to Comptroller, Fiscal Office, National Association of Government Employees, 159 Burgin Parkway, Quincy, Massachusetts 02169-4213 after each payday:

(1) An alphabetized list of bargaining unit member's names on Voluntary Dues Allotment along with the individual payroll number and the amount of each individual allotment.

(2) A check payable to the Comptroller, National Association of Government Employees, in the amount equal to the total of all such monetary allotments.

(3) A copy of the alphabetized list in paragraph e(1) will be provided to the local addressed to: NAGE R14-142, MCAS, BOX 99145, 85369-9145.

Section 2. The local Union office or designated representative will be notified by e-mail of any receipt of dues revocation within five workdays of that receipt. The written revocation will be sent to the appropriate Union address for the local.

#### ARTICLE 11- PROMOTIONS

Section 1. The Employer and the Union agree that the purpose and intent of this Article is to ensure that employees are given full and fair consideration for advancement, to assure that the employees have the opportunity to develop and advance to their full potential according to their capabilities and to assure selection from among the best qualified candidates without regard to race, color, religion, national origin, sex, age, lawful political affiliation, physical handicap, marital status or membership or non-membership in the employee Union.

Section 2. All promotions to vacant positions are subject to all applicable laws and regulations.

Section 3. Job relevant criteria will be based on skills and other characteristics, which could be expected to result in superior performance on the job.

Section 4. The appropriate Union representative, upon written request of a non-selected employee, may ask to review rating lists used in considering Unit employees for selection in actions under this article. Such lists shall identify each applicant's rating and appointment eligibility.

Section 5. Nothing herein prohibits the Employer from filling positions by any appropriate means either concurrently with, or to the exclusion of, Merit Promotion action.

Reason: Both OPM and Department of the Navy (DON) regulations state that activity Merit Promotion Plans must contain a statement that "...merit promotion is but one means of filling a vacancy and that other means may be properly utilized concurrently or to the exclusion of merit promotion".

ARTICLE 12 - DETAILS AND TEMPORARY PROMOTIONS

Section 1. The Employer reserves the right to detail and temporarily promote employees to positions in accordance with pertinent regulations.

a. Non-competitive placement procedures are authorized for details and temporary promotions when applicable. Normally this would be based on an employee's personal eligibility for non-competitive promotion.

b. Details in excess of thirty calendar days must be processed by the HRO and will be made a matter of record in the employee's official personnel folder. Such employee(s) will be provided a copy of the record.

c. The maximum length of details shall not exceed forty-five (45) days without prior approval of HRO.

d. Competitive placement procedures may be required for details in excess of one hundred twenty (120) days to a position with known promotion potential unless the employee is qualified for non-competitive promotion.

e. A detail will not be used for the sole purpose of giving one employee additional qualifying experience for promotion to another unit position unless the employee is qualified for non-competitive permanent promotion.

f. No detail will be made with the intent of eventually promoting that person to the detailed position unless selection for the detail was made under the merit promotion program or the employee is qualified for non-competitive promotion.

g. Employees detailed to a job should have the ability to obtain the necessary skills and working knowledge to safely perform the tasks of the specific position.

Section 2. An employee continuously detailed to a higher graded position in excess of 45 calendar days will be temporarily promoted as follows:

a. The employee must meet the qualification standards for the position.

b. The non-competitive detail and the non- competitive temporary promotion may not exceed a total of 120 days unless an employee is eligible for non-competitive promotion;

c. The employee has submitted his resume to HRO or HRSC-SW; and

d. The promotion will become effective on the first pay period after the 45th day and for no more than 75 days.

Section 3. Competitive placement procedures will be applied for temporary promotions in excess of one hundred-twenty days (120) unless the employee is qualified for non-competitive promotion.

#### ARTICLE 13 - JOB/POSITION DESCRIPTION

SECTION 1. Employees will be provided a copy of their current position description.

Section 2. An employee who believes that their position is improperly written or improperly classified may consult with the supervisor for clarification. Employees may request official time to consult with the union on classification issues. Any employee may request, via the supervisor, a review of their position by the Department Head or designated classifier to determine if the position description is accurate and classified appropriately. If the dissatisfaction cannot be resolved, the employee may request information from their supervisor or the HRO on appeal rights and the regulatory procedures to file an appeal.

#### ARTICLE 14 - PERFORMANCE EVALUATION

Section 1. Employees will receive an annual performance evaluation by their supervisor in accordance with appropriate Government-wide regulations to include a semi-annual review when applicable. Performance evaluations will be done in a fair and reasonable manner.

Section 2. Employees will be provided a copy of their annual performance appraisal and an opportunity to discuss their performance. In areas where improvement should be made, methods available for the employee to improve their performance levels, such as, formal or informal off-duty education and/or employer provided training should be discussed.

Section 3. When an employee signs their performance appraisal it will not indicate a concurrence of the appraisal. Appraisals will be based on an evaluation of the employee's performance against the elements and standards established. Ratings of record must be under established standards for a period of 90 days at the same grade level.

Section 4. Counseling. Supervisors are encouraged to counsel employees (verbally or in writing) on any critical element or sub-element that may fall below acceptable levels at anytime during the appraisal period.

Section 5. Unacceptable Performance. When an employee's performance falls to an unacceptable level anytime during the appraisal period the employee will be placed on a written Performance Improvement Plan (PIP). The PIP provides an employee a reasonable amount of time to improve their performance, what specific action must be taken by them to improve their performance to an acceptable level, and what specific assistance will be provided by the supervisor to help improve his or her performance. In situations where an employee's performance is determined to be hazardous to health or safety, immediate improvement or correction of performance may be required for the employee to continue in their position.

(a) If the PIP is completed successfully, the appropriate rating will be given.

(b) If the PIP is failed, the employee will be removed, reduced in grade, or reassigned.

#### ARTICLE 15 - HOURS OF WORK

Section 1. The basic 40-hour workweek for unit employees other than those on shift work or on an Alternate Work Schedule will normally consist of five consecutive eight-hour days, with a 30-minute non-paid lunch period. The regular tour of duty for employees is 0700 to 1530, Monday through Friday. Scheduled tour of duty beginning at 0730 is authorized when it is necessary to provide for manning requirements and/or customer service.

a. To accommodate an employee's request, supervisors may change a work schedule to begin as early as 0600 but not later than 0800.

b. To accommodate an employee's request, supervisors may change the non-paid lunch from 30 minutes not to exceed 60 minutes.

c. Marine Corps Community Services (MCCS) employees may be required to take a 60-minute non-paid lunch to provide for manning and/or customer service.

Section 2. Alternate Work Schedules (AWS) and Special Shifts have been approved by the Command as follows:

a. AWS consisting of a prescheduled tour of duty of one week of four nine-hour days and one eight-hour day with the opposite week consisting of four nine-hour days with one regular day off (RDO). The RDO must be the same day of the week as the scheduled eight-hour workday on the opposite week.

b. Facilities Maintenance Division, Facilities Management Department (FMD) is required to provide manned coverage for all trades from Monday through Friday. AWS for this division is authorized as follows:

(1) AWS of four ten-hour days if the required manning for individual trades provide coverage Monday through Friday.

(2) AWS consisting of a prescheduled tour of duty of four nine-hour days and one eight-hour day with the second week consisting of four nine-hour days with one regular day off (RDO) if the required manning for individual trades provide coverage Monday through Friday. The RDO must be the same day of the week as the scheduled eight-hour workday on the opposite week.

c. Special and rotating shifts designed to meet manning needs are authorized for Air Traffic Control (ATC), Structural Fire Division, Communication, Data and Electronics (CDE), Water Plant, Range Management, MCCS and Visiting Aircraft Line (VAL) Services.

(1) ATC. In addition to the regular 3-crew shifts for Radar ATC, it is mutually agreed that management may implement three (3) additional rotating shifts of eight (8) hours per day, five (5) days a week when manning levels fall below 15 fully qualified civilian and/or military technical Radar Watch Supervisors.

d. Both Management and the Union agree that employee training is in the best interest of both parties. Required training becomes necessary for employees to enhance their skills and abilities and to obtain certifications and licenses to complete individual training plans/agreements. Schedules of work need to be flexible to meet such training needs. In the interest of both parties, the employer may change an employees work schedule for no more than one pay period per training event without union notification for training purposes provided the following is met.

(1) The employee is given five-(5) calendar days advance notice;

(2) The employee receives any night pay or shift differentials entitled by regulation; and

(3) The deviations from shift and work schedules are in the interest of both parties.

Section 3. The Commanding Officer may change the hours of duty to tropical/desert hours of a 5-day, 8 hour shift beginning no earlier than 0530, Monday through Friday during the months of April through September. Management will try to accommodate personal hardships.

Section 4. The Employer will ensure that employees receive fair and reasonable time for personal comfort and refreshment breaks. Employees working in occupations or locations that permit reasonable time for breaks at the work site will be allowed breaks as needed, not to exceed 15 minutes total in the morning and 15 minutes total in the afternoon. Employees working in occupations or locations that do not permit breaks at the work site will be allowed one 15 minute break in the morning and one 15 minute break in the afternoon in a location designated by the supervisor.

Section 5. A reasonable amount of time will be allowed by the Employer after the beginning and prior to the end of the daily tour of duty to allow employees to commence or terminate work in an orderly fashion for such purposes as personal or immediate work area clean-up, return of tools, equipment or materials, shift relay information, and other such purposes warranted by a particular job.

#### ARTICLE 16 - OVERTIME

Section 1. When overtime is required, care will be given to assure that employees in the same job classification and grade level performing the work during the normal tour of duty receive an opportunity for overtime work on an equal basis. The employer will maintain records to ensure equitable distribution of overtime among employees in the work center. In the event that an employee does not desire to work overtime, the Employer will make a reasonable effort to accommodate the employee, specifically when another qualified employee is available for the overtime. Union officials will have access to overtime records.

Section 2. Employees will work and be compensated for approved scheduled and unscheduled or irregular overtime in increments of 15 minutes. An employee who is called back to work at a time outside of and unconnected with scheduled hours of work to perform overtime work shall receive at least two hours overtime pay or compensatory time.

Section 3. Compensatory time off in lieu of overtime pay may be granted or required only as permitted by regulation. In general, regulations require that wage schedule employees may request compensatory time off

instead of overtime for time spent in irregular or occasional overtime work.

ARTICLE 17 - WORKING CONDITIONS

Section 1. Changes in Working Conditions. Management agrees to provide the Union President, via HRO, with any proposed substantial change in working conditions. The Union President will determine which Union official will be responsible for communications between the two parties.

Section 2. Employees that require storage areas for their work related items, such as, tools; equipment or extra clothing will be provided appropriate facilities to do so. Adequate lunch and break areas will continue to be provided.

Section 3. Civilian Employee Liability.

a. The Parties acknowledge that when a civilian employee is involved in loss, damage, or destruction of Government property, such employee may be held liable if due to the employee's negligence, willful misconduct, or deliberate unauthorized use.

b. After final action is taken by the appropriate authority on a report of survey holding a bargaining unit member monetarily liable, an appeal may be taken by the employee in accordance with applicable regulations.

c. Employees who are monetarily liable will pay their debt by personal or cashier check, payable to the United States Treasury.

Section 4. All work related travel and subsistence will be in accordance with applicable regulations and instructions.

a. Employees will be required to obtain an official government travel card, which will be used for official government travel purposes only.

b. Employees may request to temporarily de-activate the government travel card until use is required for official travel purposes. Employees must submit a written request via their first line supervisor (e-mail is acceptable) to the Agency Program Coordinator, Finance Office, MCAS Yuma in order to de-activate a government travel card.

c. All problems with travel reimbursement and/or official government travel card may be submitted by the employee via the supervisor, to the Disbursing Office for assistance.

Section 5. All unit employees will dress appropriately for their working conditions to ensure a safe, healthy and business-like working environment. It is agreed that employees are allowed to wear shorts during the hot weather, (trop/desert hours) day or days when the forecast

is for temperatures in excess of 100 degrees F. Short shorts, spandex shorts and "cut off" shorts are not authorized.

Section 6. To facilitate communications, employees may be required to wear beepers or electronic devices both on and off duty. There is no question that the employer has the right either to place employees on standby duty or to require them to carry a beeper. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:

a. The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable callback radius.

b. The employee is allowed to make arrangements such that any work, which may arise during the on-call period, will be performed by another person.

The regulation, 5 C.F.R. § 551.431, distinguishes between off-duty employees who are on standby status and those who are on-call. Standby employees are entitled to compensation; on-call employees are not.

Section 7. The employer agrees to establish a list of personal hand tools that the employee is required to provide. If the employee's personal hand tools are lost, stolen or broken in the performance of duty through no fault of their own, the employer agrees to replace items of \$25.00 or less with like items. The employee may put in a claim for reimbursement of lost, stolen or broken tools of \$25.00 value or higher.

#### ARTICLE 18 - ANNUAL LEAVE

Section 1. Annual leave is provided to employees to allow them time off for vacations and for personal and emergency purposes. The Employer has the primary responsibility for determining the extent to which annual leave is to be granted, however, every reasonable effort will be made to satisfy the desires of the employee with respect to approving annual leave.

Section 2. Leave that will become "use or lose" during the leave year will be requested by 15 February each year (15 January for Structural Fire Division personnel).

a. These leave periods will be continually reviewed throughout the year to ensure their use within work priorities. As a minimum, a complete review will be made by each leave approving official by 30 August of each year and revisions made to the employee's previous leave schedule so that all "use or lose" leave is scheduled to be taken in that leave year.

b. Any employee assigned to the jurisdiction of a leave-approving official after the February leave schedule has been established and approved will have his/her leave schedule honored if there is no conflict with the work requirements of the duty section. Weight will be given to the fact that the employee may have already made vacation arrangements that might entail a monetary loss to the employee if canceled. A newly assigned employee, however, may not exercise seniority for that leave year to resolve any conflict with the approved 15 February leave schedule.

Section 3. Scheduled Annual Leave Vacation. In scheduling annual leave, the objective is to establish at least one scheduled annual leave vacation period on which the employer and employee can rely based on scheduling and workload requirements described herein.

a. Leave approving officials will grant employees the scheduled annual leave vacation unless workload requirements dictate that the employee's presence is needed.

b. If a conflict arises between two or more unit employees, where such employees cannot be scheduled for the same period because of workload requirements, the supervisor and employees concerned shall try to resolve the conflict by mutual agreement. If mutual agreement cannot be reached, preference will be given to the employee based on seniority. Seniority for this purpose will be based on service computation date for leave. Seniority rights for this purpose can only be exercised once in any calendar year.

Section 4. Incidental Annual Leave will be granted whenever possible based on workload requirements. Supervisors are responsible to ensure that annual leave approvals are fair and equitable.

Section 5. Emergency Leave. Emergency leave does not constitute a separate leave category. It is nothing more than annual leave requested under conditions that prevent the employee from giving the normal 24 hour advance notice, such as illness or death in the immediate family, or a situation which endangers the life, health or property of the employee or other persons for whom he/she is responsible. There is no automatic entitlement to leave on the sole basis that unforeseen circumstances, in the employee's opinion, require his/her absence from duty.

a. Emergency annual leave is granted only for the period of actual emergency.

b. The employee must notify the supervisor that they are requesting emergency annual leave within two hours from the beginning of the work shift, unless circumstances beyond the control of the employee do not permit this. Acknowledgment of employee's request for emergency leave does not mean that leave has been approved or disapproved.

c. Supervisors are encouraged to counsel employees and have the right to request administratively acceptable documentation for request for emergency annual leave.

Section 6. Any employee can (subject to mission accomplishment and manning levels) be allowed to use annual leave on their birthday provided the employee has sufficient leave accrued. Such leave shall be requested at least 14 calendar days in advance.

#### ARTICLE 19 - SICK LEAVE

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

Section 2. The Union recognizes the importance of sick leave and the obligation of the employees, as well as the advantage to them, to utilize it only when incapacitated for the performance of duty by sickness, injury, or other valid reason. The Union, therefore, agrees to support the Employer in efforts to eliminate unwarranted or improper use of sick leave.

Section 3. Applications for sick leave for the purpose of scheduled medical, dental, or optical appointment shall be submitted at least one workday in advance of the day of the appointment. Employees are encouraged to make appointments outside of duty hours whenever possible.

Section 4. Notification of inability to report for duty due to illness or accident will be made promptly, within two hours after the employee's shift begins, unless there are justifiable circumstances to the contrary. Another person may call on behalf of the employee if the employee is unable to do so. Notification of an employee's inability to report for work will be made to the immediate supervisor or predesignated representative. Failure of an employee to notify the supervisor or predesignated representative may result in disciplinary action.

Section 5. When in individual cases, records indicate that the sick leave privilege has been abused; a medical certificate may be required to justify the granting of sick leave. Failure to comply with the requirement for a medical certificate may be considered a basis for denying sick leave. Disciplinary action may be based on the unauthorized absence resulting from denial of leave and/or for failure to follow leave instructions.

Section 6. Periods of absence of sick leave in excess of 3 work days or five calendar days (two 24-hour shifts for Firefighters) must be supported by a medical certificate upon return to duty. Failure to submit certification of illness may be considered a basis for denying the sick leave. Such denial may be grieved through the negotiated grievance procedure.

Section 7. Sick leave not to exceed 30 calendar days may be advanced in cases of serious sickness or injury. Each case will be decided on its individual merits. Sick leave will not be advanced to an employee with a sick leave record that indicates abuse, who is currently on a medical certificate requirement, or to an employee known to be contemplating retirement or resignation. There must be reasonable assurance that the employee will return to duty. Requests for advanced sick leave will be submitted in accordance with regulations.

#### ARTICLE 20 - FAMILY LEAVE

Section 1. Employees will be authorized leave under the Family Friendly Leave Act (FFLA) and the Family Medical Leave Act (FMLA) in accordance with prevailing regulations. Some covered situations are:

- Family Care
- Bereavement
- Communicable Disease
- Birth of a Child
- Adoption
- Bone marrow or organ donation

Section 2. Requests for leave under the FFLA and FMLA for more than 3 workdays or 5 calendar days under the Family Friendly Leave Act and/or the Family Medical Leave Act must be supported by administratively acceptable documentation.

#### ARTICLE 21 - COURT LEAVE

Section 1. Jury service is a civic responsibility. Therefore, a release from jury service may be requested for an employee only in exceptional situations where the public interest would be better served if they stayed on the job; e.g., where the services are determined by the Command to be absolutely necessary to meet critical deadlines. In such cases, correspondence from the Department Head may be submitted to the Commanding Officer, via the HRO, requesting that the employee be released from jury service.

Section 2. An employee's absence for duty for jury service or for attending court in a non-official capacity as a witness on behalf of a state or local government or who appears as a witness in a non-official capacity on behalf of a private party in connection with any judicial proceeding to which the United States, the District of Columbia, or a state or local government is a party, shall not be charged leave, but shall be granted "court leave." The court may be a State, Federal, or

District of Columbia court. Municipal courts are considered state courts, and military courts-martial are considered Federal courts, for court leave purposes.

Section 3. Employees who are summoned by a court to qualify for jury service are entitled to court leave for the period of absence, whether or not they are actually selected. An employee who serves or appears for a portion of the regular workday is granted court leave for the period served. However, if while serving, an employee is excused by the court in excess of one hour to take care of personal business, medical appointment, illness, etc., the employee is required to take appropriate leave, i.e., annual or sick leave. An employee must report to work if not selected or released from jury duty and there are at least four hours left of their normal duty day, or they may request annual leave for the balance of the day. An employee would not be required to return to duty if this would work a hardship on them, e.g., if they were on a night shift. A night shift employee who performs jury service during the day is granted court leave for their regularly scheduled night tour of duty and is entitled to night differential.

#### ARTICLE 22 - VOTING

Section 1. Employees scheduled to work on any election day and who are eligible to vote in such an election, may be excused without charge to leave or loss of pay as follows:

As a general rule, where polls are not open at least three hours either before or after an employee's regular hours of work, he/she may be granted an amount of excused leave which will permit him/her to report for work three hours after the polls open or leave work three hours before the polls close, whichever requires the lesser amount of time off.

Section 2. Employees whose voting place is not within the normal commuting area may be authorized additional excused time in accordance with applicable regulations.

#### ARTICLE 23 - BLOOD DONATIONS

Section 1. The Employer and the Union encourage participation in the blood donor program. Employees who serve as blood donors may be excused from work without charge to leave for time necessary to donate the blood and for recuperation following blood donation not to exceed four (4) hours. Employees who do not feel well after donating blood will be referred to the Medical Authority. If the Medical Authority determines that the employee is not fit to return to work, the employee will be excused without charge to leave for the balance of the day.

Section 2. Employees who are subject to hazardous work assignments, involving moving machinery, closed space, heights, etc., will not be

given such assignments for a minimum of 3 hours after donating blood or until released from the Medical Authority.

ARTICLE 24 - DELIVERY OF PAY

Section 1. All employees must enroll in the Direct Deposit Electronic Funds Transfer (DDEFT) to have their net pay sent directly to their account of choice as their designated financial institution. Payment for reimbursement of travel related claims will be by DDEFT.

Section 2. Leave and earning statements will be mailed to the employee's mailing address of record unless the employee signs a waiver.

ARTICLE 25 - HAZARD PAY AND ENVIRONMENTAL PAY DIFFERENTIALS

Section 1. Compensation will be paid in accordance with applicable regulations. Regulations provide hazard pay and/or environmental pay differential for various degrees of hazards and physical hardships, each of an unusual nature, for which safety measures and protective devices have not eliminated the hazard for practical purposes. Any employee who believes they are entitled to hazard pay or environmental pay should submit a request to their supervisor for compensation.

Section 2. A decision adverse to the employee's request for coverage under a payable category of Office of Personnel Management regulations may be processed through the provisions of the negotiated grievance procedure beginning at Step 2. Such grievances must be submitted within 14 calendar days following receipt of the decision in Section 1 above.

ARTICLE 26 - CONTRACTING OUT OF WORK

Section 1. The Employer will notify the Union of its intention to solicit bids to contract out work which could result in a reduction-in-force, transfer or abolition of function affecting unit employees and will allow the Union 15 workdays to respond in writing. The Employer will consider the Union's views and recommendations and will advise the Union of the decision reached. The Employer will notify the Union of changes to contracting out decisions.

Section 2. The Employer will provide the Union with timetables relating to feasibility studies for contracting out of work performed by bargaining unit members.

Section 3. As directed by OMB Circular A-76, the Employer will periodically review work being done by contract to determine if the contract is more cost-efficient than in-house performance.

Section 4. The sole procedure to challenge a contract, which the Union believes to be uneconomical or used to circumvent personnel ceilings, is

that appeal procedure established by the Employer in accordance with OMB Circular A-76.

#### ARTICLE 27 - REDUCTION-IN-FORCE

Section 1. All reduction-in-force (RIF) will be in accordance with applicable laws and regulations.

Section 2. Whenever the activity has determined to initiate a RIF it shall notify the local union 60 days in advance of the positions that will be abolished and the proposed date of such action.

Section 3. The competitive area will be activity wide.

Section 4. Competitive levels will include those occupations at the activity that are sufficiently similar in duties, responsibilities, pay schedules, terms of appointment and qualification requirements so that an employee could readily be placed in a position without significant training or unduly interrupting the work.

Section 5. Counseling on placement/employment programs for employees affected by reduction in force will be available.

Section 6. The employer will make a reasonable effort to find employment in other Federal agencies within the commuting area for those employees separated in a RIF. The employer shall also inform employees that are being separated regarding the services of state employment agencies.

Section 7. Employees in receipt of a RIF letter may review pertinent retention registers and applicable RIF regulations. A representative of the union may accompany the employee. Both persons shall be afforded official time for this purpose, if otherwise in a duty status, subject to the requirements of Article 7, Official Time.

#### ARTICLE 28 - SAFETY AND HEALTH

Section 1. The Employer shall maintain an effective occupational safety and health program meeting the requirements of the Occupational Safety and Health Act of 1970 (OSHA), as amended, Executive Order 12196 and Chapter XVII of Title 29, as amended, Department of Labor rules and regulations and applicable agency rules and regulations.

Section 2. When safety inspections are made pursuant to OSHA or other statutes or regulations in areas where unit employees work, the Union will be notified. If no union representative is available in the area being inspected to accompany the inspection team, the Union President may appoint one.

Section 3. The Employer will provide or reimburse employees for, in accordance with prevailing regulations, suitable protective clothing,

equipment and safety devices for employees engaged in activities requiring the same, i.e., safety glasses, safety shoes, hard hats. All unit employees will dress appropriately for their working conditions to ensure a safe, healthy and business-like working environment. Clean, groomed long hair, beards, sideburns and mustaches are acceptable as stated above. They must be maintained at a proper length to readily accept any protective devices employees may be required to use in their employment. Appropriate restraints must be worn when working with, or around, equipment or machinery in which long hair may become entangled or when sanitary conditions dictate.

Section 4. The Employer and the Union jointly recognize the responsibility to encourage employees to work safely. Employees shall report any observed unsafe or unhealthy conditions to their immediate supervisor. In the course of performing their normally assigned responsibilities, stewards and all other Union representatives shall be alert to observe unsafe practices, equipment and conditions, as well as environmental conditions in their immediate area, which represent possible health hazards. If such is observed, they will report the matter to the responsible supervisor. If the matter is not resolved at this level, it shall be reported through the chain of command, as necessary, up to the Station Safety and Occupational Health Manager. If the matter is not resolved at this level to the satisfaction of the employee or the Union, a grievance may be initiated. The union may have one member assigned to participate on the activity Safety Committee.

Section 5. When an employee feels that a condition would be detrimental to health or safety, the employee must report the circumstances to the appropriate supervisor. The supervisor will inspect the job to ensure that no unnecessary hazard exists, accompanied by a steward if requested. After such inspection, if the supervisor determines that the job can be completed safely, the employee will be requested to perform the task. The employee has the right to decline to perform his or her assigned task if they have a reasonable belief that, under the circumstances the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. Should this be the case, the Occupational Health Department is notified and a ruling is made.

Section 6. The Employer recognizes the need for specific training and update training regarding occupational health and safety to assure employee safety and minimum loss of work hours due to preventable injuries. The Employer will continue training programs to inform employees of safe working habits and practices appropriate to their jobs. Supervisors will instruct employees in safe working habits, practices and procedures with regard to specific job assignments. Employees will be responsible for safe working habits and to wear the designated safety equipment.

Section 7. To provide a safe and healthy working environment, there will be no smoking in base facilities where unit employees are working. The Employer will try to provide a covered area to protect the employees from the elements whenever possible. Employer agrees to provide smoking cessation training when available for employees who have been referred by the Civilian Employee's Assistance Program Counselor.

Section 8. The Employer agrees to provide facilities for personal showers and washer/dryer usage for cleaning of personal clothes that have come into contact with waste products as required by regulations.

ARTICLE 29 - DRUG-FREE WORKPLACE PROGRAM

Section 1. The Employer and the Union agree that a drug-free environment is essential to mission accomplishment. It is mutually agreed that the Drug-Free Workplace Program (DFWP) has been developed in accordance with such regulations.

Section 2. On 15 September 1986, President Reagan signed Executive Order (EO) 12564, establishing the goal of a Drug-Free Federal Workplace. The EO made it a condition of employment for all Federal Employees to refrain from using illegal drugs on or off duty. On 10 September 1988 the Secretary of the Navy signed a "General Notice of Implementation of Drug Testing under Department of the Navy Drug-Free Workplace Testing". Employees whose positions have been determined to meet the criteria and justification for random drug testing will be issued an individual notice informing them they are in a Testing Designated Position (TDP) at least 30 days before the individual is subject to unannounced random testing.

Section 3. Under the DFWP, there are six events in which drug testing may be conducted. They are as follows:

- a. Unannounced random testing of employees within the TDP's.
- b. Reasonable suspicion testing.
- c. Accident or unsafe practice testing.
- d. Voluntary testing.
- e. Testing as part of a follow-up to counseling or rehabilitation.
- f. Applicant testing.

ARTICLE 30 - HEALTH SERVICES AND PREVENTATIVE MEDICINE

Section 1. In the interest of assuring a safe and healthy work environment, the Employer will provide annual physical and eye examinations and blood tests as required by prevailing regulations. Such examinations will be required of positions that have substantial physical requirements or whose duties expose them to excessive noise, toxic agents, physical contaminants, radiation, communicable disease, etc. The Employer shall designate the examining physician, but shall offer the employee the opportunity to submit medical documentation from his or her personal physician, which the agency shall review and consider. The expense of the personal physician shall be the responsibility of the employee.

Section 2. The employer will request emergency medical treatment for employees who are injured or become ill on the job. Ambulance transportation will be requested when it is medically evident that an employee's illness or injury is serious.

Section 3. The Employer agrees to maintain an Emergency Medical Technician Program and Paramedic Program for the preservation of life.

ARTICLE 31 - ON-THE-JOB INJURY

Section 1. The parties share a mutual concern for the well being of employees who have sustained on the job injuries/illnesses while performing their duties. The Employer, normally the supervisor, will advise such employees of their rights and responsibilities and assist them in submission of their claims in accordance with the provisions of applicable laws and regulations.

Section 2. Employees must report all job-related injuries or illnesses to the Employer, no matter how slight. The Employer will promptly authorize medical care, provide the employee with the required forms and give necessary assistance in completing such forms. Normally, in order for an employee to receive Continuation of Pay (COP) the accident or injury must be reported to the employer on a Form CA-1 within 30 days.

Section 3. When an employee is disabled because of illness or injury, the employer will, in accordance with applicable regulations, explore options to place the employee in a work status. However, nothing herein is to be construed as in any way requiring the employer to "make work" or "create positions," for the purpose of placing an employee unable to perform the duties of their position and grade.

ARTICLE 32 - FIREFIGHTERS

Section 1. While in a duty status and in consideration of work assignments firefighters are authorized to:

a. Subsist in the MCAS Mess Hall.

b. Purchase personal items needed during the work shift from the Seven-Day Store in accordance with applicable regulations.

c. Use of base recreational facilities are subject to availability as follows:

(1) The Station Gym.

(2) Tennis courts.

(3) The Station pools for scheduled water rescue training during normal pool hours.

Section 2. Air Quality. Management will request an indoor air quality survey due to exhaust emissions that may accumulate inside Building 149.

Section 3. In accordance with applicable uniform regulations the Employer agrees to the following:

a. Authorize the purchase and seasonal wear of shorts as part of the working uniform. A standard item will be selected for use by all firefighters.

b. Authorize the purchase and wear of a standardized T-shirt monogrammed with the station logo, EMT or Paramedic and HAZMAT Technician/Specialist (if certified) and individual's name. NOTE: This will be the only T-shirt authorized for wear when used as the only upper body cover.

Section 4. Overtime:

a. Mandatory overtime will be distributed and assigned in a fair and equitable manner. Management retains the right to assign overtime and determine which positions are required to be filled. Overtime will be assigned in the following manner:

(1) Volunteers. (RDO will be given first consideration).

(2) If no one volunteers, then overtime will be rotated and a roster will be kept to reflect the overtime worked by employees.

(3) Overtime will be assigned in accordance with the existing roster.

(4) Unscheduled overtime must exceed eight (8) hours (consecutive or cumulative) to constitute a rotation on the overtime roster.

Section 5. Leave:

a. Two Firefighters will be allowed scheduled annual leave during the same shift only if the employer is satisfied that the minimum manning requirements are met. Firefighters will notify the employer where they can be contacted while on leave in case of a required recall.

b. Firefighters will be allowed to "trade time" in accordance with the following:

(1) Trading of time is done voluntarily by the employees participating and not at the request of the Employer.

(2) The period for which the time is traded must occur within the same pay period.

(3) Must comply with applicable regulations.

(4) Have prior approval of the Fire Chief or Assistant Fire Chief.

(5) Not avoid, or give the appearance of avoiding certain days or details, e.g., Saturday, Tuesday, etc., watch, after-hour inspections.

(6) Submit the request at least 48 hours in advance.

(7) Trading of time between grade levels may be authorized as long as operational capabilities are maintained.

c. The Fire Department personnel are required to call the shift supervisor no later than one (1) hour before the beginning of their scheduled shift to report their absence and request leave. The Emergency Services Communications Center Operator (Dispatcher) will be the pre-designated representative for employees to report their absence when the shift supervisors are not available for phone calls. Official leave approval will be determined by the supervisor upon the employee's return to work with any required documentation, if applicable, are submitted.

ARTICLE 33 - DISCIPLINARY/ADVERSE ACTIONS

Section 1. Grievable adverse actions include letters of reprimand and suspensions of 14 calendar days or less, subject to regulatory exclusions. Such actions are appealable by unit members solely through the negotiated grievance procedure. Appealable adverse actions are suspensions of more than 14 calendar days, demotion and removal, subject to regulatory exclusions. Adverse actions appealable to the Merit Systems Protection Board (MSPB) are not grievable. The basic procedures

and rights of employees, as outlined in appropriate regulations, shall be observed in handling adverse actions. Such actions must be based on just cause, and be consistent with applicable laws and regulations.

Section 2. A thorough investigation to determine and document all pertinent facts shall be made before deciding to propose adverse action. If such investigation includes an interview with the employee involved, that employee will be made aware of the nature of the alleged offense and shall be afforded the right of representation, should the employee so request.

Section 3. In the event an employee is issued a proposed adverse action, that employee must be afforded and made aware of all the rights and privileges due him/her. The employee may have Union representation, if desired and will indicate in writing the name of the representative. The employee and/or Union representative shall be given the opportunity to review the evidence and to reply to the charges, orally, and/or in writing, prior to a decision. Both the employee and the representative shall be given reasonable official time to review such evidence and prepare a reply if the employee and/or Union representative is otherwise in an active duty status.

Section 4. An employee receiving an adverse action shall be advised of the right to appeal to the MSPB and, when applicable, to file a grievance under a Negotiated Grievance Procedure, but not both, and the time limit to file.

#### ARTICLE 34 - NEGOTIATED GRIEVANCE PROCEDURE

Section 1. It is the intent of the Parties that differences be resolved promptly, equitably, and whenever possible, informally. Most complaints arise from misunderstandings or disputes, which may be settled promptly and satisfactorily on an informal basis. The Union's participation in this meeting will be the responsibility of the employee.

Section 2. This procedure applies to all matters subject to grievance procedures allowable under the Act, except as limited by specific exclusions of Section 4 of this Article. Except as provided by law, it is the only procedure available for the resolution of grievances, which are within the control of the Employer.

Section 3. Only the Union may represent employees in grievance matters. However, any employee or group of employees may present a grievance and have it resolved without the intervention of the Union, as long as the resolution is not inconsistent with the terms of this agreement and the Union is given the opportunity to be present at the grievance meeting. In exercising their rights to present a grievance, the employee(s) and employee representative(s) will be unimpeded and free from restraint, coercion, discrimination or reprisal.

Section 4. Excluded from the grievance procedure and the arbitration process of Article 33 are grievances concerning:

- a. Claimed violations of 5 USC, Chapter 73, Subchapter III, relating to prohibited political activities.
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal under 5 USC 7532, relating to National Security.
- d. Any examination, certification, or appointment.
- e. The classification of any position, which does not result in the reduction of grade or pay of an employee.
- f. EEO complaints.
- g. Granting or failing to grant, a Quality Step Increase, cash award or honorary award, or adopting or failing to adopt an employee suggestion or invention are effected at the Employer's discretion and are not grievable.
- h. Non-selection for promotion from a certificate of properly ranked and certified candidates or failure to receive a non-competitive promotion.
- i. Letters of Caution or Admonishment.
- j. Written Counseling Slips.
- k. Termination of a probationary/trial employee.
- l. Any notice of proposed disciplinary or adverse action to an employee in accordance with applicable directives.
- m. Denial of Administrative Leave
- n. Actions appealable to the Merit System Protection Board (MSPB).

Section 5. Any grievance not taken up with the employee's supervisor within 14 calendar days after the occurrence of the matter out of which the grievance arose, shall not be presented nor considered at a later date. Management can grant exceptions to the time limit if the employee can prove that they could not reasonably have been aware of being aggrieved. Extensions may be mutually agreed upon to provide for unusual cases. If the Employer fails to meet the time limits, the employee may proceed to the next step. If the employee fails to meet the time limits, the grievance is terminated.

Section 6. The Union and the Employer agree that when several employees have identical grievances, the employees may select one case for processing under this grievance procedure. The decision on the case selected will be applicable to all the other cases.

Section 7. The following procedures shall apply in processing grievances covered by this Article:

Step 1: (Informal grievance) In the event a complaint or disagreement affecting an employee arises, the employee shall discuss the matter with the immediate supervisor within 14 calendar days after the occurrence of the matter. The Union agrees that their participation in Step 1 will be only at the request of the employee. The supervisor shall make whatever investigation is necessary and shall give an answer to the aggrieved employee within 14 calendar days after the date of discussion. If a satisfactory settlement is not reached between the employee and the supervisor, the employee may continue to Step 2.

Step 2: (Formal grievance) The Department Head will decide A Step 2 grievance. The employee must file a formal grievance within 14 calendar days from receiving the Step 1 decision. The grievance will be in writing, dated, addressed to the Department Head and contain the following:

- a. Name, grade, classification, and department of the aggrieved;
- b. The basis of the grievance;
- c. The corrective action desired;
- d. Name of Union representative, if any.

The Department Head or their designated representative will meet and discuss the grievance with the aggrieved and a Union representative within 14 calendar days after the date of submission. The Department Head will render a written decision to the employee within 14 calendar days after the meeting. If the Department Head's decision does not resolve the matter, the employee may proceed to Step 3.

Step 3: (Formal grievance) A Step 3 grievance will be decided by the Commanding Officer. The employee must submit the grievance in writing within 14 calendar days of receipt of the Step 2 decision to the Commanding Officer (Attn: HRO). The Commanding Officer will render a decision in writing within 21 calendar days.

Section 8. Grievances by the Union or the Employer will be submitted in writing to the other party within 14 calendar days after the occurrence of the matter out of which the grievance arose. Grievances by the Union will be addressed to the Commanding Officer (Attn: HRO). The Commanding Officer will render a decision within 14 calendar days. Grievances by

the Employee will be addressed to the President, NAGE Local 14-142 who will render a decision within 14 calendar days.

Section 9. Unresolved grievances may be submitted to arbitration by the Union or the Employer through Article 35 (Arbitration).

ARTICLE 35 - ARBITRATION

Section 1. If the Parties fail to satisfactorily resolve a grievance, either Party may invoke binding arbitration by informing the other, in writing, within 14 calendar days after receipt of the Commander's final response. In addition, Management may also submit a dispute over interpretation and application of the Agreement to binding arbitration if informal attempts at resolution are unsuccessful.

Section 2. After written notice by either Party to the other that arbitration is desired, the Parties will submit a joint request to the FMCS for a list of 7 impartial persons qualified to act as an arbitrator. Any costs associated with the requests for arbitrator's list from the FMCS will be born by the party who has provided written notification that arbitration is desired. Within 7 calendar days after receipt of such a list, Management and the Union shall meet to select an arbitrator. If agreement is not reached, each side shall strike one name from the list in turn. The name remaining, after each has struck three, shall be selected as the arbitrator. The determination as to who will strike first will be made by the flip of a coin.

Section 3. The Parties will jointly prepare the issue to be decided by the arbitrator, and each will individually prepare a suggested remedy. If the Parties cannot agree on the issue to be resolved each side may submit its statement of the issue(s). Nothing in this Agreement shall preclude the Parties from resolving the grievance during any of these meetings.

Section 4. Arbitration hearings will be held during regular day shift duty hours at the activity where the grievance was filed. Employees who are necessary employee witnesses will be allowed to participate on official time if in a duty status.

Section 5. The costs of the arbitrator's expenses will be borne equally by the both Parties. Transcripts of arbitration proceedings are not required. The full cost of transcription services will be borne by the Party requesting a transcript. If both Parties desire a transcript, the cost will be shared equally.

Section 6. The arbitrator will be requested to render a decision within 30 days.

Section 7. Either Party may appeal the arbitrator's award to the FLRA in accordance with the Authority's Regulations.

Section 8. Questions of grievability or arbitrability will be referred to the arbitrator as a threshold issue. The Arbitrator will be given a written brief in support of each Party's position and request a decision on the grievability or arbitrability threshold issue. The Arbitrator's decision on the grievability or arbitrability of the threshold issue will be final. If the issue is determined to be not arbitrable, the cost of the arbitrator will be borne by both Parties.

Section 9. The arbitrator shall not have the authority to add to, subtract from or modify any of the terms of this Agreement.

Section 10. In matters where both Parties stipulate the issue(s) in dispute as well as the precipitating facts, a brief in support of each Party's position may, by mutual agreement, be submitted to the arbitrator in lieu of an evidentiary hearing. The arbitrator will execute simultaneous service of briefs to each Party. The arbitrator will be requested to issue a decision no later than thirty (30) days from the mutually agreed-upon past date.

#### ARTICLE 36 - NEGOTIATIONS DURING THE TERM OF THE AGREEMENT

Section 1. The Employer will have full regard for the exclusive status of the Union and for its responsibility to notify the Union of all proposed changes that affect the conditions of employment of unit employees.

Section 2. The Employer agrees to give adequate notice to the Union to provide the opportunity for negotiations on new policy or change in established policy on subjects appropriate for bargaining in accordance with 5 USC, Chapter 71. The Employer's notification shall include a copy of the proposed change or a detailed explanation of what is proposed. The Union's response must be served directly on the Employer's representatives who served the proposed change on the Union. If the Union desires to negotiate with the Employer on the proposed changes, specific written proposals responsive to the changes will be provided to the Employer within 14 calendar days after the proposed changes were served on the Union. If the Union requires more time to prepare specific proposals, it will notify the Employer during the 14 calendar day period of its intent to negotiate and will be granted an additional 14 calendar days to provide specific proposals. The Employer will then initiate arrangements for the negotiation sessions.

Section 3. If the Union does not respond to the Employer's notification or provide the proposal(s) within the prescribed time period, the Employer may implement the change.

Section 4. Through partnership, the union and management agree that any Memorandum of Understanding (MOU) that amends articles of this agreement

is for a specific period of time, but no longer than the term of the contract.

ARTICLE 37 - EFFECTIVE DATE AND TERM

Section 1. This Agreement as executed by the Parties becomes effective on the date of approval by the Secretary of Defense. It shall remain in effect for three (3) years from that date and shall automatically be extended each year thereafter for a period of two (2) years unless either Party shall notify the other Party in writing, at least 60 calendar days prior to the expiration date of the Party's desire to terminate or renegotiate this Agreement.

Section 2. During the course of this Agreement, amendments may be required because of changes in applicable laws, executive orders, government-wide rules and regulations, Department of Defense, or Department of the Navy Regulations, which affect any of the terms of the Agreement. In this event, the parties will meet within 30 calendar days after receipt of a written request from either Party for the purpose of negotiating new language that will meet the requirements of such laws or changed executive orders. Such amendment will be duly executed and will become effective on a date determined to be appropriate under the circumstances.

Section 3. By mutual consent of both Parties, this Agreement may be reopened for amendment at any time. Both the President of the Union and the HRO must participate in this decision. A Party seeking consent for reopening shall notify the other Party, in writing, of the specific article, section and subject matter to be considered. The responding Party shall notify the initiating Party within 30 days as to the granting or withholding of consent to reopen. Any amendment so negotiated shall be effective only when approved in the same manner as this Agreement. If the Agreement is not approved or disapproved within 30 calendar days of execution, it shall take effect and be binding on the Parties.