

AGREEMENT
between the
PROFESSIONAL AIRWAYS SYSTEMS SPECIALISTS
PASS CHAPTER 252
and
MARINE CORPS AIR STATION
CHERRY POINT, NORTH CAROLINA

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<u>ACRONYM</u>	<u>DEFINITION OF ACRONYM</u>
ATCSMD	Air Traffic Control Systems Maintenance Division
CFR	Code of Federal Regulations
CHRO-E	Civilian Human Resource Office-East
COB	Close Of Business
CSR	Customer Service Representative
DOD	Department of Defense
DOL	U.S. Department of Labor
DOT	Department of Transportation
EAP	Employee Assistance Program
EEO	Equal Employment Opportunity
FAA	Federal Aviation Authority
FEGLI	Federal Employees Group Life Insurance
FEHB	Federal Employees Health Benefit
FLRA	Federal Labor Relations Authority
FLSA	Fair Labor Standards Act
FTR	Federal Travel Regulation
HRSC-E	Human Resource Service Center-East
ICTAP	Interagency Career Transition Plan
JTPA	Job Training Partnership Act
JTR	Joint Travel Regulation
LDO	Leave Deciding Official
LWOP	Leave Without Pay
MC	Marine Corps
MCO	Marine Corps Order
MSPB	Merit System Protection Board
OJT	On the Job Training
OMB	Office of Management and Budget
OPF	Official Personnel Folder
OSHA	Occupational Safety and Health
OWCP	Office Of Workers Compensation Program
PASS	Professional Airways Systems Specialists
POV	Personal Owned Vehicle
PPP	Priority Placement Program
RIF	Reduction in Force
RPL	Reemployment Priority List
SCD	Service Computation date
SF-1187	Standard Form 1187 Dues Withholding
SF-1188	Cancellation of Payroll Deduction
TDY	Temporary Duty

ARTICLE 1
Parties to the Agreement

Section 1. This Agreement is made by and between the Professional Airways Systems Specialists (PASS), hereinafter referred to as the Union, and the Department of the Navy, United States Marine Corps, Marine Corps Air Station, Cherry Point, North Carolina, hereinafter referred to as the Employer.

Section 2. The Professional Airways Systems Specialists (PASS) is the exclusive representative of all employees in the unit that follows:

a. The non-professional unit described in Federal Labor Relations Authority (FLRA) Case 4-RO-70008, dated February 23, 1987.

b. UNIT:

(1) Included: All Electronic Technicians of the Air Traffic Control Systems Maintenance Division (ATCSMD), Marine Corps Air Station, Cherry Point, North Carolina.

(2) Excluded: All professional employees, management officials, supervisors, employees described in 5 U.S.C. 7112(B)(2),(3),(4),(6) and (7), and all employees currently represented by other bargaining units. If the unit as described in Section 2 is modified by the FLRA, this Agreement shall apply to the unit as modified, in accordance with applicable law, rule, and regulation.

Section 3. Any units of the Employer for which the Union is certified as the exclusive bargaining representative shall, only by mutual agreement of the Parties, be covered by this Agreement.

Section 4. The Parties agree that whenever language in this agreement refers to specific duties or responsibilities of specific employees or management officials, 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.

ARTICLE 2
Employee Rights and Responsibilities

Section 1. Each employee of the bargaining unit has the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in the Civil Service Reform Act of 1978, the right to assist the Union extends to participation in the management of the Union and acting for the Union in the capacity of Union representative, including presentation of its views to officials of the Executive Branch, the Congress, or of other

appropriate authority. The Employer shall take the action required to assure that employees in the bargaining unit are apprised of their rights under the Civil Service Reform Act of 1978. The Employer shall ensure that no interference, restraint, coercion, or discrimination is practiced within the bargaining unit, to discourage membership in the Union.

Section 2. The initiation of a grievance in good faith by an employee will not reflect adversely on the employee's loyalty or reputation.

Section 3. An employee shall be given the opportunity to be represented by the Union during any examination by a representative of the Employer in connection with an investigation if:

- a. the employee reasonably believes that the examination may result in disciplinary actions; and
- b. the employee requests representation.

Section 4. An employee must be informed in advance of any meeting with the Employer if the meeting is for the purpose of discussing disciplinary action. The employee shall be allowed Union representation if the employee requests.

Section 5. Employees may be released from work, without charge to leave, to seek the assistance of a Union representative, Civilian Human Resource Office-East (CHRO-E), Equal Employment Opportunity (EEO) Office, and Employee Assistance Program (EAP) staff regarding work-related matters of personal concern to the employee. Release from work for such purposes is subject to the following requirements:

- a. the employee must seek and obtain the approval of his or her supervisor prior to leaving the work area;
- b. the employee will advise the supervisor of the approximate amount of time required for that purpose;
- c. the supervisor will not harass or intimidate an employee seeking assistance;
- d. the employee will notify the supervisor when the meeting is concluded.

Section 6.

a. Where authorized in accordance with law, rule or regulation the Union shall have the right to have a representative present during any meetings or formal discussions between the Employer and employees.

b. During any meetings or formal discussions between the Parties, the Union shall be authorized representatives equal in number to the Employer representatives.

Section 7. Employees may be notified of the opportunity to participate in various charitable drives and savings bond campaigns; however, no distinctions shall be made or recorded between participants and non-participants.

Section 8. Employees have the right to present their views to the Congress, the Executive Branch, or to other appropriate authorities without fear of penalty or reprisal.

Section 9. Subject to applicable law, rule, and regulation, employees shall have the right to direct and/or fully pursue their private lives and personal beliefs without interference, coercion, or discrimination by the Employer so long as such activities are not contrary to and/or do not conflict with job responsibilities.

Section 10. A tape recording or other electronics means of obtaining records of conversations between a supervisor, an employee and/or his/her Union representative shall not be utilized without the consent of both parties. If a transcript or summary is prepared, the employee or representative will be provided a copy.

ARTICLE 3 **Union Representatives**

Section 1. Designation of the Union representatives will be patterned from the following:

- a. First Level Supervision = Chapter 252 Executive Board member designee;
- b. Second Level Supervision (including all levels in the Division Levels) = Chapter 252 Vice-Chairman or Chapter 252 Chairman designee;
- c. Department/Directorate and Command Level = Chapter 252 Chairman, or his/her designee; any representative may designate an alternate to act in his/her behalf in the representative's absence. Representatives or designees specified in this Article shall be the only persons authorized to represent the Union in any dealings with the Employer at the levels designated. Where a Union representative is designated to represent more than one organizational level, he/she shall initially deal at the lowest level appropriate to the issues involved.

Section 2. The Chairman of PASS Chapter 252 shall provide the appropriate manager with names of each Union official at his designated level.

Section 3. The Chapter 252 Chairman will be entitled up to fifty percent (50) official time to perform the representational duties listed below. A reasonable amount of official time will be made available to other officers or other employees of the activity designated as the Chapter's Union representative, when acting in accordance with Section 6 of this Article, and when otherwise in a duty status to:

- a. discuss and investigate specifically identified complaints of employees with respect to matters covered by this Agreement.
- b. prepare and present grievances under the negotiated grievance procedure;
- c. prepare and present a reply to a proposed disciplinary or adverse action;
- d. respond to grievances against the Union initiated by the Employer;
- e. attend formal discussions as provided by 5 U.S.C. 7114 (a)(2)(A);
- f. attend the examination of an employee by a management representative if the examination is in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee, and if the employee requests a Union representative;
- g. attend meetings arranged by management;
- h. prepare and present a grievance at an arbitration hearing;
- i. prepare and present employee Merit System Protection Board (MSPB) appeals; and
- j. perform those functions stated elsewhere in this Agreement for which official time has been expressly provided.

Section 4. When a Union representative is assigned to a nonbargaining position, that representative's alternate shall act in his/her stead for the duration of the assignment.

Section 5. Subject to security, the Union's national officers shall be permitted to visit the installations of the Employer. Arrangements for such visits shall be made in advance.

Section 6. The activity will recognize a reasonable number of officers and make available official time, in the amount and circumstances described elsewhere in this Agreement, subject to the following provisions:

- a. To assure that an employee will have ready access to an officer for representational purposes at the first step of the grievance procedure, the Union will appoint the officer closest to the employee's work site.
- b. If an assigned officer is unable to perform an authorized function because of absence, the supervisor's inability to approve official time because of operational considerations, or because of a legitimate conflict of interest between the grievant and the officer, the Chapter Chairman will assign the next closest officer to represent the employee.

Section 7. Union members who are elected or appointed to serve in an official capacity as a national representative of the Union may, workload permitting, request to be approved for a

leave of absence up to the duration of their term of office or appointment. If approved, the amount/duration of the leave approved will be based upon workload needs, as determined by the supervisor.

Section 8. Union representatives will not leave their assigned work areas and/or assigned tasks to conduct activities, as provided for in the contract, without obtaining prior approval from their immediate supervisor, nor be denied unless operational considerations warrant such denial.

Section 9. Any designated bargaining unit representative will be authorized official time, except when workload necessitates otherwise, when negotiating or collecting data associated with changes by the Employer in personnel policies, practices and working conditions affecting bargaining unit employees.

Section 10. Upon request, the Union shall be granted, up to eighty (80) hours official time, per twelve (12) month period, for Union representation to attend Union sponsored labor-management training, FLRA sponsored training, and/or training regarding the administration of the Agreement. Requests shall be submitted two weeks in advance and state the duration, location, purpose, and nature of the training. Request for more than one representative to attend any training session will be approved/disapproved based upon workload requirements

ARTICLE 4 Grievance Procedures

Section 1. A grievance shall be defined as any complaint:

- a. by an employee concerning any matter relating to the employment of the employee;
- b. by the Union concerning any matter relating to the employment of any unit employee; or
- c. by a unit employee or either Party concerning:

(1) the effect or interpretation, or claim of breach of this collective bargaining agreement;
or

(2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment as provided in the Civil Service Reform Act of 1978.

Section 2. This article provides the procedure for the timely consideration of grievances. Except as limited or modified by Sections 3, 4, and 5, it shall be the exclusive procedure available to the parties and the employees in the unit for resolving grievances. Any employee, group of employees, or the parties may file a grievance under this procedure. The parties shall cooperate to resolve grievances informally at the earliest possible time and at the lowest possible supervisory level.

Section 3. This procedure shall not apply to any grievance concerning:

- a. any claimed violation of Subchapter III of chapter 73, Title 5, U.S.C. (relating to prohibited Political activities);
- b. retirement, life insurance, health insurance;
- c. a suspension or removal under section 7532, (relating to national security matters);
- d. any examination, certification or appointment;
- e. the classification of any position which does not result in the reduction in grade or pay of any employee;
- f. reduction-in-force actions; and/or
- g. merit promotion grievances. See Article 10 Section 6.

Section 4. With regard to matters relating to 5 U.S.C. 2302 (b) (1) dealing with certain discriminatory practices, and aggrieved employee shall have the option of utilizing this grievance procedure or any other procedure available in law or regulation, but not both.

Section 5. With respect to matters covered by 5 U.S.C. 4303 (removal or reduction of grade for unacceptable performance) or 5 U.S.C. 7512 (removal, suspension for more than fourteen (14) days, a reduction in grade, a reduction in pay and a furlough of thirty (30) days or less) an aggrieved employee shall have the option of utilizing this procedure or the appellate procedures in 5 U.S.C. 7701, but not both.

Section 6. The employee and his/her representative shall be given a reasonable amount of official time to prepare the grievance if they are otherwise in a duty status. Either the grievant or his/her Union representative may request to report for duty two (2) hours early or late, whichever may be required to permit the representative to assist an employee, in preparation of a grievance during both the representative's and employee's duty time.

Section 7. Grievance Filed by the Employee

Step 1. Employee grievances are to be presented either orally or in writing at the level at which the grievable action occurs, or the lowest possible level, to the employee's immediate supervisor within 15 days after the event giving rise to the grievance or within 15 days after the date the employee has knowledge of the event giving rise to the grievance. The employee, or the appropriate Union official, must clearly apprise the supervisor of the fact that a grievance is being presented and set forth: (1) a summary of the relevant facts; (2) the provisions of the agreement allegedly violated, if any; (3) the relief being sought; and (4) whether a representative, if any, is desired. Within seven (7) days after receiving the grievance, the immediate supervisor shall complete such inquiry as he/she deems necessary and render his/her

decision to the grieving employee. If the grievance was filed in writing, the supervisor decision must also be in writing.

Step 2. If no mutually satisfactory settlement is reached at Step 1, and the employee desires to proceed to step 2, the employee (or employee's representative) must submit a grievance in writing to the department head within (7) days after the decision at step 1 was received by the employee. The employee's written grievance must set forth: (1) a summary of the relevant facts; (2) the provisions of the agreement allegedly violated, if any; (3) the relief being sought; and (4) whether a representative is desired. If the decision at Step 1 was in writing, a copy of this decision must accompany the written grievance. Within ten (10) days after receiving the grievance, the department head shall meet with the grievant and the Union representative, complete such inquiry as he/she deems necessary, and render his/her decision in writing to the grieving employee and the Union representative.

Step 3. If the grievant is not satisfied with the decision at Step 2 and desires to proceed to Step 3, the employee (or the employee's representative) must forward the grievance to the Commanding General (CG) within ten (10) days after the decision at Step 2 was received by the employee. The employee's written grievance must set forth: (1) a summary of the relevant facts; (2) the provisions of the agreement allegedly violated, if any; (3) the relief being sought; and (4) whether a representative is desired. A copy of the written decision at Step 2 must accompany the written grievance. Within (15) days after receiving the grievance, the Commanding General or designee shall meet with the grievant and the Union representative, complete such inquiry as he/she deems necessary, and render his/her decision in writing to the grieving employee and Union representative.

Step 4. If the Union is not satisfied by the Employers decision, it may, within thirty (30) working days of the date of the decision or the day the answer was due, advise, by certified mail, the Director, Labor and Employee Relations Division, CPD, that it desires the matter to be submitted to arbitration. Upon receipt of such notice, the Director, Labor and Employee Relations Division, shall advise the Parties of this agreement that the Parties shall meet prior to the scheduling of an arbitration date for the purpose of identifying the issue(s). Except by mutual consent, the Arbitrator shall be selected within forty-five (45) calendar days of notification of the intent to arbitrate.

Step 5. The Parties will create a panel of three mutually acceptable arbitrators. Either Party may unilaterally remove an arbitrator from the panel and another arbitrator shall be mutually selected to fill the vacancy. After the receipt of the request for arbitration, an arbitrator shall be selected from the panel by the Parties or by alternately striking names until one remains.

Step 6. The grievance shall be heard by the arbitrator as promptly as practicable on a date and site mutually agreeable to the Parties. The grievant and/or Union representative shall be given a reasonable amount of official time to present the grievance. The number of witness shall be limited to those determined necessary by the arbitrator. The Employer shall release employees called as witnesses. Employees who are called as witnesses shall be in a duty status. The arbitrator shall submit his/her report to the Employer, the aggrieved employee, and the Union representative as soon as possible, but in no event later than thirty (30) days following the

close of record before him/her, unless the Parties waive this requirement. The decision of the arbitrator is final and binding.

Section 8. Grievance Filed by the Union or Employer

Step 1. In the case of any grievance involving the interpretation or application of this agreement, which the Union at any level may have against the Employer at the corresponding level, or which the Employer at any level may have against the Union at the corresponding level, as defined in Article 3, Section 1, the moving Party shall, at that level, submit the grievance by certified mail or hand deliver a written copy of the grievance to the other Party. The Union shall submit all grievances under this section to CHRO-E, Labor and Employee Relations. This must be done within fifteen (15) calendar days of the event giving rise to the grievance or within fifteen (15) calendar days of the time the moving Party may have been reasonably expected to have learned of the event and shall provide the following information:

- (1) the fact upon which the grievance is based;
- (2) the Article and Section, if any, of the agreement alleged to have been violated;
- (3) the corrective action sought.

(Note: In an attempt to resolve the grievance, the Parties Agree that Union will discuss the grievance informally at an appropriate level, below the Operations Directorate, prior to submitting grievance to CHRO-E. If there is no resolution, the Parties understand and agree that the Union may submit their formal grievance to CHRO-E without having to discuss informally at another level below the Operations Directorate.)

Step 2. The responding Party shall answer the grievance in writing within fifteen (15) calendar days following the date the grievance was received. (Note: In grievances where the responding Party is the Employer, the written decision will be issued by the Commanding General (CG) or his designee.) If the moving Party is not satisfied with the answer and desires the matter to be submitted to arbitration, it shall so advise the respondent by certified mail within twenty (20) calendar days following receipt of the respondent's answer or the date the answer was due. Within thirty (30) days after the receipt of the request, an arbitrator shall be selected from the panel by the Parties or by alternately striking names until one remains.

Step 3. The grievance hearing shall be conducted by the arbitrator, as promptly as practicable, on a date and at a site mutually acceptable to the Parties. The arbitrator shall submit his/her report to the Parties as soon as possible, but in no event later than thirty (30) days following the close of the record before him/her, unless the Parties waive this requirement. The decision of the arbitrator is final and binding.

Section 9. The arbitrator's fees and expenses of arbitration incurred under this Article shall be borne equally by the Parties. If a verbatim transcript of the hearing is made and either Party desires a copy of the transcript, that Party will bear the expense of the copy or copies obtained. The Parties will share equally the cost of the transcript, if any, supplied to the arbitrator.

Section 10. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. In matters covered under 5 U.S.C. 4303 and 7512, which have been raised under the negotiated grievance procedures of this Article, an arbitrator shall be governed by 5 U.S.C. 7701 (c) (1). With regard to cases involving disciplinary action, the arbitrator may vary the penalty to conform to his/her decision, provided it is consistent with law.

Section 11. Failure of the Employer to render a decision within any of the time limits specified in this article, or as extended by mutual agreement, shall render the grievance sustained, and the corrective action sought shall be granted by the Employer unless the corrective action is contrary to law, rule, or regulation. Failure of the employee or the Union to observe the time limits provided for herein, or as extended by mutual agreement, shall constitute a basis for termination of the grievance by the Employer.

Section 12. Regarding the handling of grievances under this Article, the Union shall have access to official records directly related to the grievance.

Section 13. The Parties retain their rights under 5 U.S.C. 7122 and 7123.

Section 14. The Parties may, by mutual agreement, agree to state the facts and the issues in a particular case directly to an arbitrator for decision without a formal hearing. Argument will be by written brief.

Section 15. Questions about whether or not a grievance pertains to a matter subject to the grievance procedure in this agreement or is subject to arbitration shall be submitted as threshold issues to the arbitrator for decision.

Section 16. In the case of any grievance concerning adverse actions, as defined in Article 5, Section 1, the grievance shall be submitted beginning with Section 7 step 3 of this Article. The Commanding General shall answer the grievance in writing. A copy of any decision rendered shall be delivered, by certified mail, to the employee and the appropriate Union representative within ten (10) calendar days of the date of the grievance. If the Union is not satisfied with the Employer's decision, it may advise (via certified mail within thirty (30) working days of receipt of the decision) the Director, Labor and Employee Relations, CHRO-E that it desires the matter to be submitted to arbitration.

ARTICLE 5

Disciplinary/Adverse Actions

Section 1. For purposes of this Article, a disciplinary action is defined as a written warning, oral or written reprimand, or a suspension of fourteen (14) days or less; an adverse action is defined as a removal, a suspension of more than fourteen (14) days, a reduction in pay or grade, or a furlough of thirty (30) days or less. The removal of probationers is an exception to this Article and shall be governed by 5 C.F.R 315. Reductions in grade or removals under 5 U.S.C. 4303

(unacceptable performance) are excluded from this Article and are governed by the provisions of Article 22 of this Agreement.

Section 2. Disciplinary and adverse actions shall be taken only for just cause and will be fair and equitable and shall be governed by 5 U.S.C. Chapter 75 and the regulations of the Office of Personnel Management.

Section 3. An employee against whom an adverse action is proposed, which falls under the jurisdiction of the Merit Systems Protection Board, may appeal that action to the Board or grieve under Article 4 of this Agreement, but not both.

Section 4. The Employer shall stay a disciplinary action defined in Section 1 of this Article upon written notification by the Union or employee of intent to grieve the matter through the negotiated grievance procedure or submit to arbitration, pending final decision at Step 3 or the arbitrator. This Section excludes all actions taken under the "crime provision" of 5 U.S.C. 7513(b)(1).

Section 5. Upon the Employer's receipt of a written request from the Union, the Employer shall furnish the Union within ten (10) days of the request, a summary of disciplinary and adverse actions.

Section 6. All formal disciplinary measures shall be effected in a prompt, fair and equitable manner; only for specific cause; and with the employee's rights fully protected. In deciding what if any penalty is appropriate, the Employer must give consideration to all factors involved, including the gravity and frequency of the offense; the existence of mitigating circumstances, and the employee's previous disciplinary record. To the extent applicable, the Employer shall also consider whether the action accords with justice in a particular situation, the nature of the position occupied by the employee, and years of service with the Agency.

Section 7. Letters of reprimand may be removed from the Official Personnel Folder after one year at the request of the employee, his supervisor or a higher management official provided that the request is based on demonstrated improvement in the employee's conduct. In no case will the Employer base disciplinary action on prior misconduct or derelictions which have not been made known to the employee through formal or informal disciplinary action.

Section 8. In all formal disciplinary actions employees shall have the right to raise any defense allowed by applicable law, regulations or this Agreement.

Section 9. Union representation shall be provided at an interview or examination of an employee in the unit by any representative of the Agency (including security officials) in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action and the employee requests representation.

Section 10. Except where emergency suspensions governed by 5 C.F.R. 752.404 are involved, the following procedures will be applied to suspensions of fourteen (14) days duration or less.

a. The employee must receive written notice of the proposed action at least ten (10) calendar days prior to the effective date of the disciplinary action. This notification will detail the specific reasons for any proposed suspension in a manner which will enable the employee to understand and defend himself against all charges made. Upon request, the employee will also be furnished with copies of pertinent portions of all written documents which contain evidence relied on by the Employer or which form the basis for the charges.

b. An employee may make an oral or written reply within six (6) working days of receipt of the proposed disciplinary action. If the reply is oral, the supervisor will make a summary of the reply and provide a copy to the employee.

c. Before discipline is imposed, the employee shall receive a written decision stating the specific reasons for the suspension. This decision shall be based only upon the reasons and grounds specified in the notice of proposed action. It shall specifically address any defenses or excuses urged by the employee in his reply to the notice.

d. At least two (2) working days before the date in which the suspension is to become effective, the employee and the Union shall receive copies of the written decision.

ARTICLE 6

Personnel Records and Official Personnel Folder (OPF)

Section 1. OPF's will be maintained in accordance with applicable laws and regulations at the Human Resource Service Center-East (HRSC-E). Only information authorized by law or regulation will be maintained in the OPF. All documents filed in the OPF will be in accordance with federal regulations. Requests for OPF's and/or documents in the OPF will be in accordance with the procedures established by the HRSC-E.

Section 2. No information contained in an employee's OPF which is not available to the employee or his/her representative for inspection will be made available to any unauthorized person for inspection or photocopy. OPF information will be made available to authorized personnel for official use only.

Section 3. Records, Notes or Diaries

a. Records, notes or diaries maintained by a supervisor with regard to his/her work unit or employees are merely extensions of the supervisor's memory and may be retained or discarded at the supervisor's discretion.

b. Such notes or diaries, to the extent that they contain personal observations on individual employees, must be maintained in a secure and private manner and will not be disclosed to any unauthorized person.

c. These notes and diaries may not be used as documentary evidence in a disciplinary or adverse action unless the employee, and at the employee's option, the Union, has been provided with a complete copy of all such notes and diaries used, including any portions of such documents which contain any reference to the employee.

d. Such records, notes, or diaries used shall not be used as a basis to support:

- (1) a performance evaluation of marginal or unacceptable;
- (2) the denial of a career ladder promotion;
- (3) the denial of a within-grade increase; and/or
- (4) disciplinary or adverse actions.

unless the employee and, at the employee's option, the Union, has been provided with a complete copy of all such notes and diaries used, including any portions of such documents which contain any reference to the employee.

ARTICLE 7

Reduction-in-Force

Section 1. All Reduction-in-Force (RIF) actions will be carried out in compliance with applicable laws, regulations, and this Agreement.

Section 2. Whenever an activity has determined to initiate a RIF, it shall notify the appropriate local Union. Such notice shall be given at least ninety (90) days in advance of the effective date of the RIF, unless the activity has not officially determined that far in advance to conduct a RIF. The notification shall include the approximate effective date of the RIF, the approximate number of positions that will be abolished, and the reason for the RIF. The local Union shall be kept informed of subsequent events.

Section 3. Activities shall, in accordance with applicable regulations, provide affected employees with at least sixty (60) days advance written notice before releasing them from their competitive level.

Section 4. Employees who have received a specific notice of separation will be counseled concerning their rights under:

- a. The Priority Placement Program;
- b. The Reemployment Priority List;
- c. The Interagency Career Transition Plan (ICTAP) and,

d. The Job Training Partnership Act.

Eligible employees will be registered in these programs and will be referred, in accordance with the provisions of each program, for placement in temporary and permanent positions for which they qualify. Acceptance of temporary employment will not affect an employee's right to be offered permanent employment. Furthermore, activities shall counsel those employees who have received a specific notice of change to lower grade about their rights under the priority placement program and shall register eligible employees in the program.

Section 5. Activities will make a reasonable effort to find employment in other Federal agencies, within the commuting area, for those employees separated in a RIF. Activities shall also inform employees that are being separated about the services of state employment agencies.

Section 6. Employees in receipt of a RIF notice shall have the right to review pertinent retention registers and applicable RIF regulations. In viewing these documents, the employee shall have the right to be accompanied by a representative of the local Union, and both persons shall be afforded official time for this purpose.

Section 7. Grade and pay retention for eligible employees will be that prescribed by applicable law and regulation.

Section 8. Separated employees will be paid severance pay in accordance with applicable law and regulation.

Section 9. The Employer shall maintain RIF records for at least two years from the date of the specific RIF notice to employees.

Section 10. As a minimum, in the event of a proposed RIF:

a. The Union shall be provided, at least sixty (60) days before the effective date of the reduction-in-force, a list of all vacancies to be offered to bargaining unit employees when the reduction-in-force takes effect.

b. The employees affected by the reduction-in-force will also be provided a copy of these vacancies thirty (30) days prior to the reduction-in-force taking effect.

ARTICLE 8
Technological Changes and Facility Closings
Affecting the Work Force

Section 1. The Employer agrees to provide the Union representative with a copy of the current and updated plans for projected facility closings, staffing reductions, and position abolishments.

Section 2. The Employer agrees to notify the Union representative as far in advance as possible, [normally at least ninety (90) days] prior to formally proposing or implementing technological changes or facility closings affecting the size, composition, or duty station of the bargaining unit work force.

ARTICLE 9

Contracting Out/Outsourcing/Privatization

Section 1. The Employer agrees to notify the Union prior to commencing a request for proposal concerning Agency ventures to permanently or temporarily transfer to contract those services currently performed by unit employees. The Union shall be given the request for proposal concurrently with publication.

Section 2. In the event it is proposed by the Employer to contract out work (under OMB Circular A-76) currently performed by unit employees that results in adverse impact on unit employees, the Employer agrees to provide written notice to the Union, as soon as it is decided to contract out those services.

Section 3. At the time it provides the notice specified in Section 2 of this Article, the Employer agrees to provide the Union with the cost comparison, if any, detailing the estimated costs of performing services through bargaining unit employees and through contract performance. The Union recognizes that the cost comparison can only be provided after the opening of bids, to avoid a breach in procurement confidentiality. Upon Union request, the Employer shall allow one Union representative to attend, on official time, pre-bid and bid opening conferences if open to the public. Bids will be accepted from all sources, including the Union, as long as bid is allowed and in accordance with existing laws, rules and regulations governing the contracting out process.

Section 4. It is not the policy of the Employer to assign bargaining unit employees to perform work that is contracted out. If the Employer decides to change this policy, they will give the Union ninety (90) days notice. The Union will, within forty-five (45) calendar days of receipt of said notice, notify the Employer of its intent to negotiate to the full extent of the law. Absent a timely notification from the Union, the Employer may make the change.

Section 5. In the event it is decided to contract out work currently performed by unit employees which results in unit employees being displaced, the activity will make every reasonable and credible effort to minimize the impact on employees. Maximum retention of career employees shall be achieved by considering attrition patterns and restricting new hires. In the interest of minimizing the adverse impact on unit employees resulting from a decision to contract out, the Employer agrees to the following procedures:

a. Any unit employee displaced as a result of the decision to contract out shall be given priority consideration for positions the Employer intends to fill, within the employee's commuting area, which are at the same or lower grade for which the employee is qualified.

(1) The Employer shall post a notice in a prominent place requesting volunteers. The notice shall include a listing of unit positions the Employer intends to fill which are of equal or lower grade for which the employees are qualified. The closing date for applications from volunteers shall be included in the notice. A copy of the notice shall be provided to the Union's Chapter 252 Chairman prior to posting.

(2) If there are two (2) or more equally qualified applicants for a particular position and all bargaining unit employees can be accommodated by reassignment, the Employer shall select the employees to fill these positions according to the following priorities:

(a) 10-point veterans preference first; if two or more candidates maintain a 10 point veterans preference, then the order of selection shall be by the facility seniority date established on their Form 50 (i.e. facility seniority); or

(b) candidates without 10-point veterans preference shall be selected by facility seniority date established on their Form 50. If facility seniority dates are equal, selection will be based on Service Computation Date (SCD).

(3) If the Employer determines that the changes in work force requirements are of such magnitude that all employees affected cannot be accommodated by reassignment, then RIF procedures will apply rather than (1) and (2) above.

b. For any unit employee displaced as a result of contracting out, the Employer shall pay reasonable cost of any training, in accordance with applicable laws and regulations, which it determines to provide that will contribute directly to the placement of the employee in a Federal position within the commuting region.

c. The Employer shall, to the extent practicable, schedule conversion to contract performance to minimize economic and personal hardship and to maximize opportunity for attrition and placement.

ARTICLE 10

Merit Staffing/STAIRS

Section 1.

a. It is the policy of the Employer to fill all positions in the bargaining unit with the best qualified candidates for the positions and to ensure that employees receive fair and appropriate consideration for advancement and developmental opportunities. Filling of positions outside the bargaining unit is not within the coverage of this Article.

b. All positions in the bargaining unit will be staffed subject to governing laws and regulations and in accordance with the HRSC Operating Manual, Chapter 335, Subchapter 1A, Change 3, dated Sept 3 1998, and HRSC Supplemental letter dated Nov 9 1999. The Parties

agree that merit staffing will be administered as set forth by this manual. Outside promotional applicants who apply for positions in the unit must be evaluated by the same criteria as bargaining unit employees.

c. One of the purposes of the merit staffing program is to provide an incentive for employees to improve their performance and develop their knowledge, skills and abilities for promotional opportunities.

d. Vacancy announcements for bargaining unit positions will be distributed using the HRSC East Faxback system.

Section 2.

a. Vacancy announcements will include at a minimum:

- (1) announcement number, if used, and opening and closing date;
- (2) title, series and grade of position, and the number of vacancies, if more than one;
- (3) organizational and geographic location of the position or positions;
- (4) minimum qualification requirements and any special requirements;
- (5) statement of Equal Employment Opportunity;
- (6) knowledge, skills, abilities and personal characteristics (KSAPs) against which candidates will be evaluated;
- (7) statement of known promotion potential (KPP), if any;
- (8) area of consideration;
- (9) brief statement of duties; and
- (10) where and how to apply.

Section 3.

a. The Parties agree that employees will be required to prepare their application in resume form as identified in the job kit and submit to HRSC-East in response to a specific announcement or under the voluntary applicant file. Job Kits may be picked up at CHRO-East, requested from the HRSC-East via the Faxback Toll Free number. Resumes may be mailed to HRSC-East (postmarked by the closing date of the announcement), placed in a designated drop box (stamped by the closing date and time indicated under filing instructions on the announcement) or sent by E-Mail (via employees personal computer) to wantajob@east.hroc.navy.mil (received by midnight of the closing date). The Parties agree and understand that STAIRS resumes cannot be

prepared during duty time and government equipment may not be used to prepare, fax and/or reproduce applications/resumes.

b. An applicant's resume will remain on file for a period of one year from the date of receipt or the expiration of a standing register, whichever is later. Applicants can request one (1) six-month extension, during the last 30 days of the one year period of eligibility, for their resume to remain on file in the STAIRS database.

c. Applicants who wish to apply for another vacancy may elect to utilize their current resume on file by the contacting the HRSC-E. Applicants should ensure that their resumes address the specific skill requirements of the vacancy they desire consideration. If an employee's current resume on file does not address the specific skills, the employee may elect to file another resume.

d. It is understood and agreed by the Parties that Notices of Ratings will not be issued to applicants. Applicants will receive Referral/Non Referral Notices, and for those applicants referred for selection consideration, Select/Nonselect Notices. Rating, standing and numerical scores will not be provided.

e. The Parties understand and agree that the actual number of candidates referred for selection will be determined by the natural break in the number of skills matched with a minimum number of five (5) candidates being referred. If there are not five (5) candidates above the first natural break, then a second natural break will be determined and all those above that natural break will be certified.

Section 4. 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 and membership or non-membership in a labor organization.

Section 5. The area of consideration in announcing vacancies will be no less than allowed by applicable law. If sufficient highly qualified candidates are not found, or the selecting official does not select from the certificate, the initial area of consideration may be expanded.

Section 6. The Parties understand and agree that grievances concerning merit staffing will be processed in accordance with the HRSC-E Operating Manual instead of the Negotiated Grievance Procedure (Article 4). The HRSC-E grievance procedure is as follows:

a. Informal Process: The employee and/or the employee's representative may, at his/her option, informally present his/her concerns to the HRSC-East Staffing Specialist who completed the requisition, within fifteen (15) calendar days after receipt of notice. The employee may present the issue verbally, via telephone, or in writing, and will reference the announcement number of the position. The Staffing Specialist will respond within fifteen (15) calendar days. If the employee presented his/her concerns in writing, then the response must be in writing.

b. Formal Grievance: The employee and/or employee's representative must serve HRSC East Code 50, in writing, within fifteen (15) calendar days after receipt of notice with a grievance concerning the Merit Promotion Program. If the employee elected to utilize the informal process described above, then notification to Code 50 must be within fifteen (15) calendar days after receipt of a response under that process. The grievance must be dated and signed, contain sufficient detail to identify and clarify the basis for the grievance, state the personal belief requested, and include copies of any documents in the employee's possession that are relevant to the grievance. Code 50 or his designee will issue a written decision within fifteen (15) calendar days after Code 50's receipt of the grievance.

c. If the employee or the employee's representative files a merit staffing grievance (informal or formal), he/she may request information regarding the number of skill matches (hits) he/she received and also the score that constituted the natural break. If employee files written grievance, this information will be provided in writing. If grievance is presented verbally, response will be verbal.

d. Upon receipt of the final decision from Code 50, the bargaining unit employee may consult with the Union and the Union may invoke arbitration in accordance with Article 4, Section 8 Step 3, and Section 9 and 10. The Union will notify the Employer of its desire to invoke arbitration by certified mail within thirty (30) calendar days following receipt of Code 50's final decision. Within thirty (30) calendar days after the receipt of the request, the Parties shall meet to select an arbitrator.

ARTICLE 11

Position Descriptions

Section 1.

a. Each employee covered by this Agreement shall be provided a written position description which accurately reflects the major duties and responsibilities of his/her position. If an employee believes that his/her position description is not accurate, he/she may request a review by the appropriate supervisor and be assisted by a Union representative. A dispute regarding the accuracy of the employee's position description may be grieved under this Agreement.

b. The phrase "other duties as assigned" shall not be used to assign work to an employee which is not reasonably related to his/her primary duties. This is not intended to preclude management's rights as established by 5 USC 7106 (a)(2)(b).

c. The Employer will apply newly issued OPM classification and job grading standards, as well as any appropriate classification guides, when evaluating these bargaining unit positions. The Employer shall notify the Union, at the appropriate level, at least thirty (30) days in advance, when significant changes in position classification or job grading standards will affect unit employees when significant changes are to be made in the position description covering bargaining unit positions.

d. The Union may submit written recommendations and present supporting evidence to the Employer concerning the effects of such changes to the bargaining unit positions. The Employer agrees to review the presentation and advise the Union of the result of the review before such changes take effect.

ARTICLE 12

Temporary Promotions/Details

Section 1. When a higher grade position will be unoccupied for a period of more than thirty consecutive calendar days, and the Employer assigns a bargaining unit employee to perform the full range of duties, that employee shall be given a temporary promotion effective on the 31st day. Temporary promotions shall be affected in accordance with the regulations governing such promotions. It is understood that the Employer reserves the right to assign work to either employees or supervisors at any time. It is also understood that management retains the right to detail employees or rotate assignments in thirty (30) day or less increments. However, it is not the intent of management to rotate employees solely to avoid compensation.

Section 2. Nothing in the Article is intended to preclude an employee from being temporarily promoted two grades, provided that the employee meets all statutory and regulatory requirements for such temporary promotion.

Section 3. All temporary promotions will be by Standard Form 50, Official Personnel Action.

Section 4. Where employees are equally qualified for a given detail, Union officials shall be selected last in order to avoid interfering with the performance of representational duties. The sections will not apply for promotion and when the representative agrees to the detail. The Employer agrees to notify the Union prior to placing any designated Union representative on detail away from the representative's normal duty station.

Section 5. Prior to making any temporary promotion, the Employer shall advise the Union and meet, at the Union's request, to discuss the potential impact of said promotion.

ARTICLE 13

Employee's Private Telephone Number and Contact

Section 1. The employee's private telephone number shall not be disclosed to the public or published in a public directory.

Section 2. The Employer recognizes that employees should not normally be contacted at home except for such things as emergencies, callback assignments for restoration, overtime assignments and other work schedule related matters.

ARTICLE 14
Use of Official Government Telephones
and Recorded Lines

Section 1. If an employee is required to be held over for official business, the Employer agrees to permit the employee to notify his/her home via government telephone.

Section 2. During a telephone call between Employer and Union representative in his/her official Union capacity, before the conversation starts or proceeds, if one or more persons come on to the line for any reason, the other party to the call shall be advised immediately of the fact. This requirement applies to persons listening on telephone extensions or to speaker phones.

Section 3. The employee shall have reasonable access to unrecorded telephones for personal calls, provided they are presently installed.

Section 4. Where required by law, all telephone lines which are being recorded will be equipped with such warning devices as specified by law.

Section 5. The Employer shall notify employees of all unrecorded administrative telephones within their facilities.

Section 6. To ensure that employee representatives have a reasonable opportunity to communicate with employees, other local Union representatives, and management, for discriminate and legitimate representational duty purposes only, the Employer agrees to designate a telephone for the use of the Union. This includes the use of DSN, for calls accessible by prefix "88", but does not include nor extend to toll facilities.

ARTICLE 15
Job Function Studies

Section 1. The Employer agrees to thoroughly brief the Union prior to any review it undertakes of the job functions performed by unit employees. The Union may submit its findings and the Employer will consider its views and recommendations.

ARTICLE 16
Temporary Assignment and Associated Per Diem

Section 1. Selection of personnel for temporary non-training assignments will be accomplished in accordance with the requirements of the job to be done. These assignments will be made on an equitable basis, subject to job requirements and employee qualifications. Within these requirements, employees volunteering for such assignments will be utilized to the extent feasible.

Temporary duty assignments involving travel away from the employee's headquarters are inherent to the positions.

Section 2. In considering and selecting employees for temporary duty, management shall be guided by the following criteria:

- a. requirements of the position;
- b. employees job qualifications;
- c. employee availability;
- d. temporary duty proximity to employee residence.

In the event all other factors are equal, the employee having the most facility seniority shall be given the right of first refusal. In the event of identical facility seniority, Service Computation Date (SCD) seniority shall prevail.

Section 3. An employee on temporary duty, or consecutive orders that exceed four (4) weeks total, shall be authorized, at the Employer's expense, one round trip home for each four (4) weeks.

Section 4. The Parties understand that it is DOD/NAVY/MC 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.) All bargaining unit employees, prior to their first TAD trip, will apply for the government sponsored contractor issued travel card, which is issued to government employees solely for the purpose of use while in a travel status for the United States government. All bargaining unit employees agree to comply with the regulations for the current government sponsored travel card. Failure to use the travel card may subject the employee to appropriate disciplinary action, as determined by the Employer. Only allowable expenses for official travel will be reimbursed. The government contractor-issued charge card is to be used only for expenses directly related to travel on official Government business.

a. The maximum amount of advanced cash authorized on the government-issued travel card will not exceed 80% of meals and incidentals for any one particular trip.

b. Employees can voluntarily have their card suspended between trips. This keeps the account in place but prevents any charges until the account is reactivated upon the employee's request. Requests for suspension and/or reactivation will be initiated by the bargaining unit employee via a written or e-mail request to the Comptroller.

c. The government sponsored travel card may unilaterally be suspended by the Employer while the employee would not reasonably need it for travel expenses.

d. Employees who are TAD for more than 30 days are responsible for filing interim claims.

e. The government credit card bill is due upon receipt and must be paid by the due date.

Section 5. Where an employee is required to use a government-issued travel card in the course of official business, and the Employer requires a check of the employee's credit history, the results of the inquiry will not adversely affect the employee's performance evaluation or desirability for employment. Information obtained will be considered highly confidential and will be safeguarded. Access to information obtained will be limited to authorized individuals on a "need to know" basis.

Section 6. In order to prevent an undue financial burden upon the employee, travel vouchers shall be paid within thirty (30) calendar days after submission to the Marine Corps Finance Office at Cherry Point. In the case of a questionable item or items on a submitted travel voucher, except in cases of fraud and falsification, only that questionable amount may be withheld by the Employer pending certification. The balance of the claim is to be paid within the agreed time constraints. The employee shall be notified in writing of disallowed items. These items may be reclaimed after clarification, if allowed by regulation.

Section 7. Employees shall be compensated for any travel that is compensable under law and government-wide regulation. All matters not specified above relating to temporary assignments and associated per diem shall be administered uniformly by agency wide directives and shall not be supplemented.

Section 8. Where personally-owned-vehicle (POV) mileage is reimbursed for temporary duty situations, mileage will be paid in accordance with Defense Table of Official Distances (DTOD) of the JTR.

Section 9. When TDY assignments will exceed twelve (12) calendar days, exclusive of travel time, POV, if advantageous to the government shall, at the employees option, be authorized. When the use of POV is/is not authorized, upon request by the bargaining unit employee, full consideration shall be given, by the authorizing official, for the use of a rental vehicle. Considering the different physical statue of employees, upon request by the bargaining unit employee, the Employer will inform employees about rental car upgrades.

Section 10. The employee shall be fully compensated, if allowed and in accordance with JTR, in instances where actual expenses are higher than allowed by JTR.

Section 11. Employees who are ordered to report for duty at other than his/her normal duty station shall be considered in a duty status for the purpose of travel in accordance with applicable government-wide regulations.

Section 12. If allowed by the JTR, an employee shall be compensated for time awaiting military transportation to or from his TDY station outside of his normal working hours.

ARTICLE 17
Training

Section 1. Training programs are limited to the training of employees in the performance of their official duties and upward mobility development.

Section 2. Management determines individual training methods and needs and whether required training will be resident, on-the-job or individual study. Employees will be given the opportunity to receive training in a fair and equitable manner without regard to race, color, sex, religion, national origin or age.

Section 3. When a management official determines that training is required for current job performance or to meet the maintenance requirements of new equipment, those employees whose duties require, or will require training, will be given consideration for selection for the training. In considering and selecting employees for particular types of training, management will be guided by the following factors:

- a. established training prerequisites;
- b. employee job qualifications;
- c. employee career development needs;
- d. employee availability and facility operational needs.

In the event all other factors are equal, Air Traffic Control Systems Maintenance Division (ATCSMD) seniority, as it relates to each section, will be used to make the selection.

Section 4. The Union recognizes management's right to train and/or to assign training. The Employer will endeavor to notify employees selected for training as soon as possible prior to the start of formal resident training.

Section 5. It is recognized that training may be impacted by the environment in which it is accomplished. Therefore, management shall endeavor to provide an environment conducive to the learning process.

Section 6. Annual leave of five (5) days or more which has been approved and scheduled in advance shall not be canceled to accommodate attendance at a training course unless a good faith business need exists for the cancellation.

ARTICLE 18
Wages/Compensation

Section 1. Employees shall be paid in accordance with applicable laws and government-wide regulations.

Section 2. The provisions of Section 1 apply to, but are not limited to, the following: basic rate of pay; overtime pay; night differential; Sunday premium pay; and holiday pay.

Section 3. Eligible employees shall earn a premium of twenty-five (25) percent of their basic rate of pay for each hour of regularly scheduled Sunday work which is not overtime work. If the employee is on leave for those work hours which actually fall on Sunday, he/she is not eligible for the premium pay.

Section 4. Night premium at the rate of ten (10) percent of basic pay will be paid for regularly scheduled work performed by eligible employees between the hours of 6 p.m. and 6 a.m. Payment of night differential continues for regularly scheduled night hours when an employee is absent due to a holiday or other non-work day and when travel is performed during the night hours of his/her regularly scheduled tour of duty. Night differential continues during short periods of paid leave but only if the total amount of leave (including both night and day hours) taken during the pay period is less than eight (8) hours.

Section 5. If an employee does not receive his/her pay on the regular delivery date, he/she may promptly notify the Customer Service Representative (CSR) office to request assistance in tracing or obtaining the pay. The employee may also advise his supervisor and request his/her assistance in the matter. The CSR office will give priority assistance, if possible, to lost payment cases and shall inform the employee or employee's supervisor, as soon as possible, of the status of the search or reissuance. Replacement pay is normally issued on the Wednesday subsequent to the Friday payday.

Section 6. If an employee does not receive the correct sum in his/her paycheck, because of an error or oversight attributed to administration, which cause the omission of ten (10) percent or more of base pay due, the employee shall receive these monies due, without justification of need, after notification to the CSR office that the error has occurred. Normally, payment will be made by COB the following workday after the CSR office is notified.

Section 7. W-2 Forms, Wage and Tax Statements, shall be distributed to bargaining unit employees as promptly as possible after January 1 of each year.

Section 8. Except where specifically precluded by law or regulations, such as in the case of statutory salary/pay increases, when an employee becomes entitled to two (2) salary/pay benefits at the same time, the changes shall be effected in the order which provides the maximum salary/pay benefit to the employee.

Section 9. Job-Related Disability Compensation

a. Counseling of Employees: When a supervisor becomes aware that an employee under his/her supervision has suffered a disabling industrial illness or traumatic injury, the supervisor or other management representative will, in accordance with OPM Directives and other applicable regulations and directives:

(1) authorize medical care for the employee;

(2) provide the employee with Form CA1 or CA2;

(3) advise the employee of his or her right to elect continuation of regular pay, or to use annual or sick leave, provided the traumatic injury renders the employee incapable of performing the assigned duties and the employee is otherwise entitled to receive continuation of pay (COP); and

(4) ensure that any claims for benefits submitted by the employee are forwarded promptly to the Office of Workers Compensation Program (OWCP) of the Department of Labor. The Employer also is responsible to expedite the processing of the claim and keep the employee informed of the status on a monthly basis.

ARTICLE 19

Overtime

Section 1. Employees shall be compensated for overtime work performed in accordance with the applicable laws and regulations.

Section 2. Whenever scheduled overtime work is to be performed, it shall be made available to qualified employees on an equitable basis.

Section 3. An employee scheduled to work overtime may secure a replacement, and provided the replacement is qualified, the employee will be relieved of the assignment. If the employee is unable to secure a replacement acceptable to the supervisor, the employee will work the overtime.

Section 4. An employee called in to perform unscheduled callback overtime work to restore a facility shall be paid a minimum of two (2) hours overtime for each separate occurrence.

Section 5. Whenever an employee is held on duty beyond his/her regular shift, full consideration shall be given to the employee's request to work two (2) additional hours.

Section 6. When an employee is called in for duty in advance of and in conjunction with his/her regular shift, full consideration shall be given to the employee's request to work an additional two (2) hours.

Section 7. Annual leave may be granted to any employee if operational requirements permit, whether or not overtime work is being performed at the time.

Section 8. The Employer shall maintain a current, accessible record of overtime usage and distribution.

Section 9. Whenever possible, employees shall be notified of scheduled overtime assignments twenty-four (24) hours in advance; however, lack of notification by the Employer does not excuse the employee from being required to work the scheduled overtime assignment

ARTICLE 20 FLSA Amendments

Section 1. Fair Labor Standards Act (FLSA) Amendments of 1974 (Public Law 93-259) extends coverage to all non-exempt members of this bargaining unit.

Section 2. Overtime paid under the provisions of the FLSA is not subject to the aggregate salary limitations otherwise imposed under 5 U.S.C. 5547.

Section 3. If an employee has any entitlement to overtime pay under FLSA at the end of the workweek, the Employer cannot require the employee to take compensatory time instead of overtime pay.

Section 4. All non-exempt members of the unit are entitled to the expanded benefits pertaining to travel time as "hours of work".

Section 5. With regard to matters relating to overtime entitlement under the FLSA, as amended, the grievance procedures outlined under Article 4 of this Agreement shall be utilized.

ARTICLE 21 Retirement and Benefits

Section 1. The Human Resource Service Center-East (HRSC-E) Portsmouth shall inform bargaining unit employees of the benefits for which they may be eligible and assist them in initiating claims for these benefits.

Section 2. The HRSC-E shall provide retirement planning information to all employees. It shall include, but not be limited to, individual over the phone counseling, assistance, information and materials.

Section 3. The HRSC-E shall notify the next of kin promptly of benefits to which they may be entitled and provide over-the-phone assistance in completing the forms to file for benefits.

Section 4. The HRSC-E shall ensure that personnel actions related to the claims of an employee are processed promptly and followed up so that there is no loss of benefits or undue delay.

Section 5. The HRSC-E agrees to inform employees during the annual Federal Employees Health Benefits Plan "Open Season" of their right to enroll in a plan, change options within a plan, or change to a different plan.

Section 6. The HRSC-E shall provide new bargaining unit employees information about the Federal Employees Health Benefits Program and Federal Employees Group Life Insurance Program.

Section 7. If the employee has not received his/her first check within forty (40) days of the date OPM received his/her retirement package, the HRSC-E shall, upon request of the employee, coordinate with OPM to secure interim payments.

Section 8. Provided that the employee has given thirty (30) days notice of his/her intent to retire, the HRSC-E shall assure that all appropriate paperwork is forwarded to OPM within five (5) working days of the actual separation of the employee. It is helpful to HRSC-E if the employee provides sixty (60) days notice of intent to retire.

Section 9. The Parties understand that effective 1 March 1998, the Retirement and Benefits functions were transferred to the HRSC-E, and that retirements and benefits will be handled in accordance with HRSC-E operating procedures.

Section 10. The CHRO-E will continue to provide available benefit forms (i.e., health insurance, life insurance, TSP) for employees to complete. Bargaining unit employees may utilize the automatic date stamp clock, and drop box in the lobby of CHRO-E to mail retirement and benefit forms to HRSC-E.

ARTICLE 22

Performance Management Program

Section 1. Purpose. It is the intent of all Parties to comply with the Performance Management Program as established by MCO 12430.2. The performance management program provides management with an efficient way of determining an employee's performance. Keeping in mind its affect on ATC System Maintenance/ATC Operations, it is understood that the results of performance appraisals will be used as a basis for other personnel management actions, including within-grade increases, training, promotions, rewards, reassignments, reductions-in-grade, retention, and removal of employees.

Section 2. Definitions: For the purpose of this Article, the following definitions apply:

a. Appraisal Form: A uniform rating form used to record the final evaluation of an employee's performance as measured against established elements and standards.

b. **Appraisal Period:** The established period of time for which performance will be reviewed and a rating of record prepared.

c. **Acceptable Performance:** Performance of an employee which meets the established performance requirement(s) or standards, at the Acceptable level, in all critical element(s) of an employee's position.

d. **Critical Element:** A work assignment or responsibility of such importance that unacceptable performance on the element would result in a determination that an employee's overall performance is unacceptable.

e. **Opportunity Period:** This may also be referred to as the Performance Improvement Period. This period is designed to give the employee an opportunity to bring his or her performance up to an acceptable level.

f. **Performance:** Accomplishment of work assignments or responsibilities.

g. **Performance Standard:** The management approved expression of the performance threshold(s), requirement(s), or expectation(s) that must be met to be appraised at a particular level of performance. A performance standard may include, but is not limited to, quantity, quality, timeliness, and manner of performance.

h. **Performance Appraisal:** Comparison of an employee's performance against the described performance standards established for that position.

i. **Progress Review:** A review of the employees performance which may be conducted at any time during the performance appraisal period. There is only one documented progress review which is conducted midway through the appraisal period. Progress reviews do not require the assignment of a summary rating, however, the first level supervisor shall sign and date the performance appraisal form and require the employee to do the same for the midyear progress review.

j. **Rating of record:** The performance rating prepared at the end of an appraisal period for performance over the entire period including the assignment of a summary level. The rating of record is the official rating for pay, performance award, and retention purposes.

k. **Summary Rating:** The final result of the performance evaluation process. The summary rating is used to provide consistency in describing ratings of record. The two summary rating levels are "Acceptable" and "Unacceptable".

l. **Unacceptable Performance:** Performance of an employee which fails to meet established performance standards in one or more critical elements.

Section 3. Program Requirements and Procedures.

a. **Identification of Performance Elements and Development of Performance Standards.**

(1) Appraisers will identify critical performance elements and performance standards, in writing, for all of the employees on the current Marine Corps Performance Appraisal Form identified in Section 2a. Each element must be consistent with the duties and responsibilities of the employee's position.

(2) Employees will be given the opportunity to participate in the establishment of performance standards. OPM regulations require that the standards will be objective criteria related to the job in question. Employees may advise management at any time they believe performance standards should be changed to more closely reflect their position responsibilities and duties. However, final responsibility for ensuring establishment of performance standards rest with the supervisor.

(3) Performance elements and standards may be modified as work requirements change. However, these modifications must be in writing on the proper Performance Appraisal Review Form as identified in Section 2a, and given to the employee during the appraisal period. Employees may not be rated on these modified elements and standards for at least ninety (90) days.

(4) Individual performance plans will be provided to employees within 30 day after the beginning of each appraisal period, permanent assignment to a new position, and for each detail or temporary promotion expected to last 120 days or longer. Performance plans include all critical elements and related performance standards.

(5) Each employee shall be given a copy of his/her current position description at the time he/she is given his/her performance appraisal plan at the beginning of the performance appraisal period.

b. Progress Reviews

(1) Supervisors will conduct progress reviews as appropriate, but not less than one at mid-cycle, to discuss employees performance.

(2) At any time an employee's performance falls below the Acceptable level in any critical element, the procedures in section 3d. apply.

c. Annual Performance Appraisal.

(1) The appraisal period will run from 1 June to 31 May. Employees on extended assignments/appointments (over 120 days) will be appraised on their performance during that period of time. Employees who are detailed or temporarily promoted for 120 calendar days or longer will have their critical elements and standards modified, in accordance with Section 3a(3) of this Article, by the receiving supervisor to cover the job to which they are temporarily assigned.

(2) If an employee has not spent at least ninety (90) days under assigned standards, the rating period will be extended until completion of at least ninety (90) days.

(3) Employees will be provided a copy of their final rating of record as soon as possible after the end of the appraisal period, but not later than 60 days after the end of the performance appraisal period.

d. Unacceptable Performance. This section applies to employees, as defined in 5 C.F.R. 432.102.

(1) At any time an employee's performance in any critical element falls below Acceptable, the appraiser must notify the employee of the critical element(s) for which performance is unacceptable and inform the employee of the performance requirement(s) or standard(s) that must be attained in order to demonstrate acceptable performance in his/her position. The Employer shall offer assistance, which may include training, to the employee in improving his/her unacceptable performance. The Employer will give the employee a reasonable amount of time to demonstrate acceptable performance, commensurate with the employee's duties and responsibilities, to meet the Acceptable level. .

(2) The annual rating will be deferred for an employee during the period established as the opportunity to improve unacceptable performance.

(3) If performance has not sufficiently improved and sustained at an acceptable level by the end of the period established for improvement, the employee may be reduced in grade or removed from employment.

Section 4. Removal/Reduction-in-Grade Based on Unacceptable Performance.

a. The same exclusions shown in Section 3d of this Article apply concerning actions taken under this Section.

b. Employees not excluded by Section 3d of this Article whose reduction-in-grade or removal is proposed are entitled to:

(1) thirty (30) days advance written notice of proposed action which identifies:

(a) specific instances of unacceptable performance on which the proposal is based and the critical element(s) involved;

(b) that the employee is allowed to respond orally and/or in writing and to whom to make the response; and

(c) representation rights.

(2) A written decision which must be made within thirty (30) days after the expiration of the notice period.

c. When an action is effected under this Section, all documentation relied upon to effect the action will be available for review by the employee, and at the employee's request, the employee's representative and, a copy will be provided upon written request.

Section 5. Employees shall not be held responsible for conditions in the immediate work areas that are beyond their control.

ARTICLE 23 Certification

Section 1. Purpose: OPM has determined that certification is tantamount to this Agency's certification to the flying public, that the Air Traffic Control Systems are operable and can be utilized to provide safe and expeditious flow of air traffic. With this in mind, the Employer shall:

a. Maintain an equitable certification program which is consistent with FAA and DOD guidelines and regulations.

b. Notify employees upon entry or at least annually, or no later than thirty (30) days prior to a proposed decertification, of the minimum requirements necessary to achieve or maintain his/her certification which will assist him/her in achieving or maintaining his/her grade level. This notification shall be in writing and attached to the employee's annual performance rating. After review by the employee and the appraiser, it shall be initialed by both to verify that these requirements are met.

(1) If the Employer proposes to remove an employee's certification, upon expiration of the thirty (30) day notification period, the Employer shall give the affected employee the opportunity to demonstrate the ability to meet the established minimum performance standards for the critical elements of the job prior to actual decertification.

c. Issue to the employee a Certificate of Certification for each subsystem or system needed to meet the requirements of Section 1b. It is the current policy of the Employer that this certificate shall be issued by a certified supervisor or designated certifier who has been FAA, DOD, or Facility certified on the subsystem or system. If the Employer decides to change this policy, they will give the Union ninety (90) days notice. The Union will, within forty-five (45) calendar days of receipt of said notice, notify the Employer of its intent to negotiate to the full extent of the law. Absent a timely notification from the Union the Employer may make the change.

d. Because of the unique technical nature of this position and to safeguard air safety, it is the policy of the Employer that only certified employees or certified supervisors shall be utilized as agents for certification of both employee and equipment, pursuant to Interagency Ground Inspection Manual 60001.3. If the Employer decides to change this policy, they will give the Union ninety (90) days notice. The Union will, within forty-five (45) calendar days of receipt of

said notice, notify the Employer of its intent to negotiate to the full extent of the law. Absent a timely notification from the Union, the Employer may make the change.

ARTICLE 24

Security

Section 1. The Employer shall, to the maximum extent practicable, provide adequate security for its employees in the performance of their duties.

ARTICLE 25

On-The-Job Training

Section 1. ATC Systems Maintenance Facility On-the-Job Training (OJT) is a planned training program performed by the employee at the work site to provide direct experience in the work environment in which the employee is or will be performing.

Section 2. The Employer recognizes the value of On-the-Job Training; therefore, the Parties agree to meet to standardize the OJT program within the scope of the Employer's jurisdiction.

Section 3. The Employer agrees to notify the Union at least forty-five (45) days in advance of any proposed change to the established OJT program. At the request of the Union, the Parties shall arrange to meet within ten (10) days of the date of the request to discuss the proposed changes. The Parties retain their rights under 5 U.S.C. Chapter 71.

ARTICLE 26

Shift Adjustment for Education

Section 1. An individual's request for shift or watch schedule adjustments for the purpose of continuing off-duty education or professional training shall be handled on an individual basis and will not be arbitrarily denied. However, the Employer agrees that in no instance shall shift or watch schedule adjustments for this purpose interfere with the watch schedule rotation of any other employee at that location without the consent of the employee so affected. No employee may receive preference at the expense of another unless both employees agree to the arrangement. The employee requesting watch schedule or shift adjustments, to accommodate his/her pursuit of his or her education, shall be responsible for obtaining the consent of all other employees affected.

Section 2. Employees engaged in off-duty education or professional training shall be entitled to all benefits as provided by applicable law and regulation.

Section 3. The Employer shall inform all bargaining unit members, at least annually, of all tuition assistance programs that are available to them. This information may be in the form of brochures, letters, video/audio media, or through seminars.

ARTICLE 27
Official Time for Required Directed Study

Section 1. The Parties recognize that Directed Study, both required and voluntary, should result in either improved employee performance or increased employee ability or, ideally, both. It is understood, subject to mission requirements, that work time may be utilized for work related study.

Section 2. Employees who are unable to complete a mandated course within the allotted time, due to operational requirements, may request an extension from the issuing agency through their supervisor. A copy of the request for extension is to be returned to the employee. If an extension is not granted, the course shall not be entered into the employee's training jacket.

ARTICLE 28
Grade and Pay Retention

Section 1. An employee who has been placed in a lower grade position shall be entitled to pay and grade retention to the extent permissible under 5 U.S.C. 5361-5366 and implemented regulations of the Office of Personnel Management, the Department of Defense and Department of Navy.

ARTICLE 29
Performance Awards Program

Section 1. The Employer agrees that quality step increases, or other awards based entirely upon job performance, shall be used exclusively rewarding employees for the performance of assigned duties, including OJT duties. This program shall not be used to discriminate among employees or to effect favoritism.

Section 2. The Employer shall notify the appropriate Union representative, in writing, when a bargaining unit employee is to receive an award.

ARTICLE 30
Union Benefits

Section 1. In the event the Union enters into any agreement establishing a service or benefit, employee allotments of pay shall be authorized to the limit established by, and in accordance with Treasury and/or any applicable regulations.

ARTICLE 31
Employee Assistance Program
(EAP)

Section 1. CHRO-E, having responsibility for the administration of the EAP, recognizes its obligation to fully inform employees of all current EAP's by publicizing them annually. When an employee requests assistance under existing programs, the Employer shall make every reasonable effort to assist the employee in obtaining the service.

Section 2. At least once annually, CHRO-E will brief Union representatives on existing EAP.

Section 3. The local EAP contractor and the means of contact shall be posted on all bulletin boards.

Section 4. CHRO-E shall assure that the individual contractors do not intimidate, harass, or otherwise cause mental hardship to employees either before, during or after enrollment in any program.

ARTICLE 32
Annual Leave

Section 1. Unless otherwise agreed upon by the Parties, employees will submit their requests for four (4) or more consecutive days before 1 February, and the schedule will be posted by 1 March of the calendar year.

Section 2. The Employer recognizes the desirability of granting annual leave during prime vacation time and will schedule each employee who so desires three (3) consecutive weeks of leave during prime vacation time periods as established in accordance with Section 1 of this Article. The provisions of this Section do not apply to employees previously scheduled for training during the prime vacation time periods.

Section 3. The Union representative shall establish prime vacation time periods; however, the time periods must be long enough to accommodate all leave requests for that period, unless otherwise agreed to by the Parties.

Section 4. When it is necessary to restrict the number of employees granted leave during any particular time period, including the approvals/leave request for prime vacation time periods, the employee who has the greatest ATCSMD seniority, as it applies to each shop, will be given preference for the desired period.

Section 5. Employees may be authorized the use of the leave that they are entitled to earn within a leave year at any time during that leave year.

Section 6. Accrued annual leave may be carried over to the next leave year in accordance with applicable law and Office of Personnel Management regulations.

Section 7. Requests for leave due to illness in the employee's family shall be given priority consideration.

Section 8. It is the responsibility of the employee and the Employer to plan leave in a manner that will avoid the loss of leave at the end of the leave year.

Section 9. When an employee requests annual leave other than that posted on the 1 March schedule, the employee shall be given a decision on the leave request within forty-eight (48) hours of the request.

Section 10. Providing that annual leave requests are in accordance with the provision of this Article, such requests may be denied only for just cause.

ARTICLE 33 Sick Leave

Section 1. Employees earn and are granted sick leave in accordance with applicable laws and regulations.

Section 2. Available sick leave shall be approved in accordance with applicable laws and regulations, for an employee who is incapacitated for the performance of his/her duties, receives medical, dental or optical examination or treatment, or requests sick leave for one or more of the reasons provided for under the sick leave provision of 5CFR 630.401, provided it is requested in advance and the employee can be spared from work.

Section 3. Request for unanticipated sick leave shall be made as soon as possible, but usually within one (1) hour after the employee's scheduled starting time. If the degree of illness or injury prohibits compliance with the one hour limit, the employee will notify his/her supervisor as soon as possible. Notification in any instance by telephone or third party shall constitute compliance. Notification by mail will only be used when notification by telephone or third party is not possible.

Section 4. There shall be no sick leave counseling based on an established number of sick leave hours used.

Section 5. The employee shall notify the Employer of his/her request for sick leave and the fact of his/her incapacitation. An employee shall not be required to furnish a medical certificate to substantiate a request for sick leave of five (5) days or less. An employee may be required to furnish a medical certificate for absences of more than five (5) workdays, except that this requirement may be waived by the Employer in individual cases. If a physician was not consulted, a signed statement from the employee relating the facts about the absence may be accepted as supporting evidence by the supervisor.

Section 6. In individual cases where an employee is required to submit a medical certificate due to sick leave abuse, the Employer will review the requirement annually, and upon the employee's request, may review the requirement semiannually. If the employee's sick leave record does not indicate continued sick leave abuse and shows significant improvement at the time of review, the Employer shall rescind the requirement.

Section 7. An employee who, because of incapacitation, is released from duty, shall not be required to furnish a medical certificate for the day released from duty.

Section 8. Whenever an employee's request for sick leave is disapproved, he/she will be given a signed written reason therefore.

Section 9. Requests for sick leave or individual sick leave records shall not be available nor distributed as general information nor publicized.

Section 10. Normal sick leave usage will not be a factor for promotion, discipline, or other personnel action.

Section 11. Advanced Sick Leave

a. Sick leave, not to exceed thirty (30) days at any time, may be advanced upon written application of the employee concerned in cases of serious illness or disability, supported by medical certification, when there is a reasonable expectation of return to duty; except that no such advance shall be made to:

(1) An employee holding a limited appointment or one expiring on a specific date, in excess of the amount to accrue during the remainder of the appointment.

(2) An employee contemplating retirement or resignation.

b. All available accumulated sick leave to the employee's credit must be exhausted. Consideration should also be given to requiring the employee to use annual leave which might otherwise be forfeited.

c. Advanced sick leave previously approved may be terminated at any time that circumstances in the individual case warrant.

d. Beginning immediately upon the employee's return to duty, the advanced sick leave will be paid back by charging-off the sick leave granted against the sick leave accrued, until such time as the amount of advanced sick leave is liquidated.

e. If the employee has excess annual leave which must be forfeited at the end of the leave year, the excess annual leave may be applied to pay back an equivalent amount of advanced sick leave. Such conversion of leave must be made before the actual forfeiture of annual leave occurs.

f. Applications for advanced sick leave must be approved/ disapproved by the department head.

ARTICLE 34

Jury Duty and Court Leave

Section 1. Performance of jury duty is considered a basic civic responsibility of all employees of the Employer. Although temporary loss of the employee's service may impair operating capabilities, the employee's civic duty is of overriding importance.

Section 2. An employee on court leave shall be entitled to the same premium pay he/she would have received had he/she worked his/ her regular shift. Employees assigned to night duty shall be granted court leave on the days on which court duty is to be performed when attendance in court would cause them to lose time needed for rest.

Section 3. At the request of an employee who has been granted court leave, his/her regular days off may be changed, workload permitting, to coincide with his/her jury service regular days off.

Section 4. When an employee is summoned by a court to serve as a witness in a judicial proceeding to testify in an official capacity on behalf of a state or local government, he/she is entitled to court leave during the time he/she is absent as a witness. When an employee is summoned or assigned by the Agency to testify in an official capacity on behalf of the United States Government or the Government of the District of Columbia, he/she is in an official duty status as distinguished from a leave status, and is entitled to his/her regular pay. An employee who is summoned by a court to serve as a witness 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 is entitled to court leave.

ARTICLE 35
Holidays

Section 1. When a holiday falls on an employee's regular day off, the employee's day off shall be determined in accordance with 5 C.F.R. 610.202.

Section 2. To the extent that operational requirements permit, employees scheduled to work on actual established legal holidays or days observed in lieu of such holidays shall be given such day off if they so request.

Section 3. If the legal holiday falls in the middle of the employee's workweek, the Employer, at an employee's request, if operational requirements permit, will change the employee's regular days off to provide three (3) days off in succession, provided the employee makes such a request at least ten (10) days prior to the beginning of the administrative work week.

ARTICLE 36
Excused Absence and Union Meetings

Section 1. Bargaining unit representatives shall be granted annual leave or leave without pay (workload permitting) at their option to attend regular Union meetings.

Section 2. Other employees who attend Union meetings may be granted annual leave or leave without pay at their option.

Section 3. Union Delegates, Alternates and National Committee members shall be granted annual leave or leave without pay (workload permitting), at their option, to attend the national convention of the Union.

Section 4. Union facility representatives or their designees may be granted excused absence for short periods of time, ordinarily not to exceed sixteen (16) hours per employee annually, to receive information, briefings, or orientation by the Union relating to the Federal Labor Relations Program.

Section 5. Each facility representative and his/her alternate shall be granted eight (8) hours of excused absence to receive orientation on the meaning of this Agreement. In the event the facility representative or his alternate is permanently replaced, his/her successor shall likewise be granted eight (8) hours of excused absence to receive orientation on the meaning of the Articles of this Agreement.

ARTICLE 37
Absence for Special Circumstances

Section 1. Administrative leave is an excused absence from duty administratively authorized without loss of pay and without charge to leave.

Section 2. The types of absences included in this Article are those which have been provided by law, regulation, White House memoranda and other situations recognized by the Comptroller General as being appropriate for excused absence for brief periods of time. Decisions regarding the approval of excused absence will be made by those officials and/or supervisors authorized to do so.

Section 3. With respect to hazardous weather or other emergency conditions, the Parties agree that:

a. Excused absence should be coordinated so far as practicable with the release of employees from other Federal agencies in the vicinity.

b. In making the determination to grant excused absence, the Employer should consider current meteorological, state and local police reports, and other available legitimate sources of information.

c. When the Employer determines that hazardous weather conditions exist, employees that can be spared from duty will be granted excused absence.

d. When it becomes necessary to close an office because of hazardous weather or other emergency conditions and to grant excused absence, reasonable efforts shall be made by the Employer, such as private or public media, to inform affected employees.

e. In the event of a bomb threat or when the Employer accordingly determines that a similar hazardous condition exists at a facility, affected employees will be immediately released or assigned by the Employer, on a temporary basis, until it is determined that the hazardous condition no longer exists. The Employer will make the determination as to whether to release or relocate the affected bargaining unit employees.

Section 4. Employees who volunteer to donate blood to blood donor centers or local hospitals may be excused from duty for a period of four (4) hours. This time may be increased if circumstances warrant.

Section 5. The Parties agree that where voting polls are not open for three (3) hours before or after working hours, an employee may be granted an amount of excused absence which will permit him/her to report for work three (3) hours after the polls open or leave work three (3) hours before the polls close.

Section 6. For other special circumstances, the granting of excused absence is governed by applicable law and regulation. A supervisor may grant excused absence for brief periods of tardiness.

Section 7. In the event of a death in the employees immediate family, annual leave shall be granted. The amount of leave will depend upon the circumstances in each individual case. Immediate family is defined as father, mother, brother, sister, spouse, child of employee, father-in-law, mother-in-law and relatives permanently residing in the employee's household or with whom the employee permanently resides. In accordance with 5 C.F.R. 630.401, an employee may use sick leave to attend the funeral of a family member.

Section 8. Requests for annual leave to observe a special religious holiday or the employee's birthday shall be granted if operational requirements permit.

Section 9. The Employer shall grant administrative leave equal to one (1) hour per time zone change when an employee is in a travel status, and the employee crosses five (5) or more time zones. The employee may be authorized, upon request and workload permitting, to use the total accrued administrative time upon the arrival at the temporary duty location, and upon the return to his/her duty location prior to reporting to duty.

ARTICLE 38 Watch Schedules

Section 1. The basic watch schedule is defined as the days of the week, hours of the day, rotation of shifts, and change in regular days off. The basic watch schedule shall not be changed except for cost or substantial operational reasons (5 C.F.R. 610.121(a)), unless specifically requested by the Union. The Employer at the Air Traffic Control Systems Maintenance Division (ATCSMD) shall notify the Union in advance of any proposed change to the basic watch schedule and shall afford the Union an opportunity to meet with the ATCSMD manager, as appropriate, or his/her designee regarding the proposed change. At the Union's request, a meeting shall be arranged within a reasonable time following notification by the Employer and the Parties shall attempt to reach an agreement that satisfies both Parties. The Employer agrees to fully accommodate the Union's views and recommendations insofar as they do not directly relate to the Employer's right to determine the number, types, and grades of employees or position assigned to any organizational subdivision, work project, tour of duty, or its other statutory management rights. Absent a timely request by the Union to meet as specified in this Section, the Employer may implement the change as proposed.

Section 2. The basic watch schedule will cover at least a one (1) year period and will be posted at least ninety (90) days prior to the beginning of the period.

ARTICLE 39
Assignments to the Basic Watch Schedule

Section 1. Assignment to the watch schedule shall be posted and bargaining unit employees notified at least thirty (30) days in advance. The Employer recognizes that changes of individual assignments to the watch schedule are undesirable; therefore, the Employer agrees to make every reasonable effort to avoid such changes. However, the Union recognizes the Employers right under 5 C.F.R. 610.121(a) to change schedule for cost or substantial operational reasons at any time. If other circumstances arise which will require a change to the posted schedule, the Employer shall give bona fide consideration to all of the following alternatives, not necessarily in this order, prior to making the change:

- a. overtime;
- b. personnel on detail assignments;
- c. personnel whose positions include relief duties;
- d. line supervisors or staff;
- e. rescheduling of training.

Section 2. The Employer shall approve the exchange of shifts and/or days off by employees of equal, required qualifications and/or certifications.

ARTICLE 40
Working Hours

Section 1. The normal workday shall consist of eight (8) hours, and the normal workweek shall consist of five (5) consecutive workdays followed by two (2) consecutive days off. The working hours in each day in the basic workweek shall be the same.

NOTE: This section is applicable to all bargaining unit employees unless an alternate work schedule is implemented (See Section 3 below).

Section 2. Working hours will not normally be scheduled for more than five (5) consecutive days within the administrative workweek. However, the Parties recognize that special conditions exist in unique work situations which may require variations from normal workday and/or workweek. Flexible starting times for established shifts may be approved by the Employer at the ATCSMD level with approval of the Union. The starting time for an individual employee must be approved in advance and must be the same time each day for at least a one (1) week period unless the Employer and Union agrees to a shorter period to meet operational requirements.

Section 3. At the Union's request, the Parties shall meet to discuss implementation of a first forty (40) hours or a four (4), ten (10) hour day, workweek.

ARTICLE 41

Occupational Safety and Health

Section 1. The Employer shall comply with the provisions and requirements of the Occupational Safety and Health Act (OSHA), PL 91-596, Executive Order 12196, U.S. Department of Labor (DOL) Regulations, and DON/FAA Occupational Safety and Health Programs directives that apply to the Air Traffic Control Maintenance Facility.

Section 2. The Employer shall provide safe and healthful working conditions and shall be solely responsible for providing such working conditions. The Union will encourage employees to observe all safety rules.

Section 3. During safety inspections of facilities, the Union shall be afforded the opportunity to have a representative present during the inspection. The Union representative shall be on official time. Schedules may be adjusted to permit the Union representative to attend on official time. At the post inspection conference, the Employer and/or the Union may make recommendations regarding the findings of the inspection and the working conditions.

Section 4. The Employer shall provide personal protective equipment for employees attending out-of-agency training when the employees are required by the agency conducting the training to wear such protective equipment. In those instances where the employee's normal prescription eyeglasses do not meet the safety requirements of the training facility, the Employer will bear the cost of replacement eyewear, but not for the eye examination.

Section 5. The Employer agrees that it is not intended that employees be exposed to hazardous conditions beyond requirements imposed by the inherent nature of the job. Such conditions shall be regulated by OSHA regulations and the current CMC/DON/DOD Order on file. Under certain circumstances, however, the presence of an observer may be required. This determination shall be made by the Employer after assessing the situation with the safety representative. One of the prime functions of the safety officer shall be to evaluate reports regarding hazardous conditions and to make corrective recommendations to the Employer. These corrective commendations may include, but are not limited to:

- a. employee awareness of his/her job hazards and how to avoid them; e.g., proper use of safety equipment and devices;
- b. provision of needed safety equipment and protective devices;
- c. stress on the importance of adequate reports regarding unsafe practices and injuries;
- d. identification of hazardous, or potentially hazardous conditions; and

e. number of employees required to perform the work in a safe manner.

Section 6. The Employer agrees to furnish the Union a copy of any monitoring data collected concerning occupational safety and health.

Section 7. The Employer agrees to permit employees breaks or relief from work routines as established by past practice.

ARTICLE 42

Hazardous/Environmental Pay

Section 1. Employees who perform duty involving exposure to hazards or physical hardships of an unusually severe nature shall be paid hazardous/environment pay differential in accordance with applicable laws and regulations.

Section 2. It is the intention of the Employer that any bargaining unit employee, working in an area where hazardous/environmental materials are scheduled for removal shall not be furloughed, detailed to another department, or forced to take annual leave during the removal. He/She shall remain in the Air Traffic Control Systems Maintenance Division at a designated safe site location in order to continue to perform his assigned duties and responsibilities. If the Employer decides to change this policy, they will give the Union one hundred twenty (120) days notice. The Union will, within forty-five (45) calendar days of the receipt of said notice, notify the Employer of its intent to negotiate to the full extent of the law. Absent a timely notification from the Union, the Employer may make the change.

Section 3. It is the practice of the Employer that any bodily fluids submitted or withdrawn in the course of hazardous duty physicals shall be used to test only for possible hazardous duty health risks and that all test requirements, upon request, shall be provided to the employee prior to testing. The Employer acknowledges that in the event it should determine, consistent with law and regulation, to change this practice, it must first notify the Union and satisfy collective bargaining obligations before implementing any change.

ARTICLE 43

Assignment of Temporarily Disabled Employees

Section 1. An employee recuperating from illness or injury and temporarily unable to perform the duties of his/her assigned position may submit a written request to his/her supervisor for temporary assignment to productive duties commensurate with the disability and the employee's qualifications.

Section 2. The employee shall provide a medical certificate signed by a licensed/registered practicing physician or other practitioner attesting to the probable length of the employee's disability.

Section 3. The supervisor shall consider the employee for an appropriate productive assignment if available.

ARTICLE 44 Immunity and Whistleblower Program

Section 1. The Employer agrees that employees shall be protected against reprisal for the lawful disclosure of information which the employee reasonably believes evidences:

a. a violation of any law, rule, or regulation; or

b. mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

Section 2. Employees are not protected against the disclosure of classified information or records by the Privacy Act.

ARTICLE 45 Parking

Section 1. The Employer agrees to reserve seven (7) contiguous parking spaces, currently assigned and identified by the PASS logo, for bargaining unit employees.

Section 2. At parking areas under control of the Government, adequate lighting and security shall be provided for safety of the vehicles and personnel.

ARTICLE 46 Personal Property Claims

Section 1. Employees may make claims for damage to or loss of personal property resulting from incidents related to their performance of duties.

Section 2. The Employer agrees to assist a claimant in the proper filing of any such claim.

ARTICLE 47
Special Government Operations Program

Section 1. Bargaining unit employees working at other government installations shall be covered by this Agreement.

Section 2. The Union's national, regional and local officers, as well as the employee's representative, shall have access to facilities where bargaining unit employees are assigned, within the constraints of government security requirements. If the employee is not allowed, due to security, to meet Union officers and/or representatives at his/her assigned facility, the Employer shall provide a suitable location nearby where such a meeting may take place on official time.

ARTICLE 48
Communications

Section 1. The Employer will explain that the Union has the right and the responsibility under the Civil Service Reform Act, as amended, to represent all employees in the unit.

Section 2. Union representatives shall be allowed two (2) hours official time for a private orientation meeting of employees who are either newly hired or who have recently transferred to the ATCSMD.

ARTICLE 49
Use of Employer's Facilities and Support

Section 1. The Employer shall provide bulletin board space for the posting of Union material at facilities where employees regularly report within the unit. At facilities where space is adequate for separate bulletin boards, the Union shall be granted a separate secured bulletin board. There shall be no restrictions, in accordance with applicable law and government-wide regulation, on the content of publications or announcements placed on the Union's bulletin boards by the Union. Posted materials shall not be removed by the Employer.

Section 2. The Employer shall approve the Union's use of facility space, subject to availability, at no cost to the Union, for periodic meetings with employees in the unit.

Section 3. When a Union representative is excused from duty to carry out his/her responsibilities assigned by this Agreement, the Employer shall provide meeting space, subject to availability, that will protect the confidentiality of any discussion.

Section 4. A Union representative may place literature, excluding internal Union business, in the mail slot/boxes of bargaining unit employees.

Section 5. Within the facility, the Union shall be authorized office space for use as a Union office, subject to availability. Desks, file cabinets or other similar containers shall be made available by the Employer, subject to availability.

Section 6. The Employer shall provide lockable lockers for unit employees to be located near their work areas.

Section 7. The Union shall be granted the use of facility space for ballot box elections and referenda.

Section 8. The Employer agrees to permit bargaining unit employees to utilize available agency-owned equipment existing within the ATC Systems Maintenance Division with prior management/supervisory approval, provided such use is for reasons in Article 3, Section 3.

Section 9. Office and work space shall be provided to ensure that:

a. Relocated employees shall be provided with adequate work and space to complete the mission.

b. Office or work center and noise decibel levels will be in conformance with OSHA regulations and guidelines, provided temperatures allow for equipment systems to operate within established parameters.

Section 10. Due to the nature of the bargaining unit members duties requiring exposure to the outside elements during inclement weather conditions, the Employer agrees to furnish each bargaining unit employee one set of foul weather suits to include parka and trousers. These suits are to be maintained in individual lockers at all times when not being worn, and are to be used only during duty hours. Replacements will be provided by the Employer as clothing becomes unserviceable.

ARTICLE 50

Technical Data and Directives

Section 1. Whenever possible, the Employer shall provide a complete set of current manuals for all equipment. Manuals are to be readily available to bargaining unit members according to the appropriate work situation. The Employer will provide appropriate data; however, the designated employee has the responsibility to ensure subject manuals are updated.

ARTICLE 51
Regulations, Instructions, Directives

Section 1. Upon advance request by the Union representative, the Employer agrees that Agency directives/local instructions/regulations maintained at CHRO-E, Marine Corps Air Station, Cherry Point, which relate to the personnel policies, practices and working conditions of the employees of the bargaining unit, shall be made available for review during the office hours of the CHRO-E.

Section 2. The Employer agrees to provide to the Chairman of PASS, Chapter 252, one copy of any instructions or orders affecting the personnel policies, practices and working conditions of the employees of the bargaining unit.

Section 3. The Employer agrees to maintain copies of all Federal Aviation Administration (FAA) and Department of Transportation (DOT) regulations at the Air Traffic Control Facility that relate to bargaining unit employees. The Union shall be given access to these documents upon request.

ARTICLE 52
Technical Inspection Reports/Surveys

Section 1. The Employer agrees to provide the Union with notification of a pending survey/inspection as soon as possible.

Section 2. The Employer agrees to provide the Union with the results of the survey/inspection within thirty (30) days of receipt.

ARTICLE 53
Dues Withholding

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 bargaining 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.

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, or equivalent, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, hereafter referred to as SF-1187, supplied by the Union.

d. Section A of SF-1187 has been completed and signed, on behalf of the Union, by an official authorized by the Union, certifying the current amount of the Union's regular dues to be deducted each payroll period.

e. The SF-1187, completed as in paragraph d above, is transmitted to Civilian Human Resource Office-East for certification of eligibility to have dues withheld so as to reach the office no later than 4 p.m. on the Tuesday preceding the payroll period during which the initial deduction is to be made.

f. Certification of the SF-1187 shall be completed no later than 11 a.m. the following day (Wednesday). The completed and certified SF-1187 must be delivered by the Union official to the Customer Service Representative (CSR) office no later than noon the same day.

Section 2. The amount of the Union dues to be deducted each payroll period from an employee's salary shall remain unchanged unless a notice of change in dues, signed by an authorized official of the Union, is received by the CSR office.

Section 3. When a change in the amount of the employee's regular dues results in a change in the amount of the allotment deduction, it shall become effective the first payroll period after the receipt of the notice of change by the CSR office, or a later date if requested by the Union. Changes in Union dues allotments may not be made more frequently than once every twelve (12) months, measured from the date of the first change made by the Union.

Section 4. An employee's Union dues allotment shall be terminated under the following conditions:

- a. loss of exclusive recognition by the Union;
- b. permanent transfer of the employee to an organizational segment outside the Union's recognized bargaining unit;
- c. separation of the employee for any reason, including death or retirement; or
- d. the employee has been expelled or has ceased to be a member in good standing.

Note: Cancellation of dues allotment will be effective the first payroll period following receipt of notice by the CSR office of any of the above occurrences.

Section 5. Dues allotment may also be canceled by the employee personally submitting to the CSR office Standard Form SF-1188, Cancellation of Payroll Deductions for Labor Organization Dues (supplied by the Employer) or individual substitute. The SF-1188 must be properly

executed in duplicate by the employee. Such cancellation of dues is subject to the following conditions:

a. Employees may have their dues allotment canceled beginning with the first full pay period following completion of the first year of withholding, provided the SF-1188 is received by the CSR office during the payroll period immediately preceding that with which the revocation is to be effective.

EXAMPLE:

Dues withholding started with the payroll period beginning 2 January 2000.

One Calendar year would end on 1 January 2001.

The next full pay period following 1 January 2001 would begin on 14 January 2001.

The SF-1188 must be received in the CSR office during the payroll period preceding 14 January 2001, which would be from 31 December 2000 through 13 January 2001. Cancellation of the dues allotment would be effective with the payroll period beginning on 14 January 2001.

b. Employees with more than one (1) year of dues allotment may only cancel their allotment by submission of an SF-1188 to the CSR office during the payroll period preceding 1 September of any year. Cancellation of the allotment will be effective the first full pay period beginning on or after 1 September.

c. Receipt of an SF-1188 in the CSR office must be during normal working hours of the CSR office and excludes non-workdays and holidays, regardless of the calendar date(s) on which they may occur.

Section 6. The Employer, through the CSR office, shall transmit to the authorized Union official all the following within three (3) working days after each payday:

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 member. This list shall include the total amount of all canceled deductions within the payroll period covered and the reason for cancellation. 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. This list shall be sent to PASS National Headquarters and to the Chapter 252 address.

b. A check drawn on the Treasury of the United States and made payable to the Union in the amount equal to the total of all such allotment deductions made.

c. The above check shall be made payable to PASS and mailed to Professional Airways Systems Specialists, 1150 17th Street, Suite 702, Washington, D.C. 20036. Administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued to the Union. The Union shall notify the Head, Labor and Employee Relations Division, Human Resource Office, of any change in the mailing address above.

ARTICLE 54
Official Time

Section 1. Employees representing the Union in negotiations, including negotiations specifically called for in this Agreement, midterm negotiations requested by either Party, attendance at impasse or interest arbitration proceedings, shall be authorized official time, including travel and per diem expenses. The number of employees authorized under this Section shall be equal to the number representing the Employer, and in no circumstances shall this number be less than two (2).

a. For preparation of a successor collective bargaining agreement, employees designated as representing the Union in the development of this proposal shall be entitled up to forty (40) hours official time six (6) months prior to expiration of this Agreement.

ARTICLE 55
Effect of the Agreement

Section 1. It is agreed and understood by the Parties that this Agreement is subject to the provisions of any existing or future laws or government-wide regulations, including policies set forth in the C.F.R., by published Department policies and regulations in existence at the time this Agreement is approved, and by subsequently published Department policies and regulations required by law. 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 in the event of a conflict between the terms of this Agreement and any subsequently published regulations of the Department of the Navy or any subdivision thereof not required by law or by those authorities outside Department of Defense who are empowered to issue regulations and policies binding on DOD, terms of this Agreement shall govern.

Section 3. The Parties have negotiated a comprehensive agreement that constitutes the entire agreement between them. No separate local, Commandant Marine Corps, or Department of the Navy agreements are authorized.

Section 4. In the event the Employer at any level proposes to change a personnel policy, practice, or matter affecting working conditions not covered by this Agreement, the Employer shall provide forty-five (45) calendar days advance written notice to the appropriate Union official. The Union shall, within fifteen (15) calendar days of receipt of the notice, notify the Employer, in writing, at the local level of its intent to meet to present its views regarding the proposed change.

Section 5. In the event the Union timely files a written request for a meeting as provided in Section 2 of this Article, the Parties shall arrange to meet within ten (10) calendar days of the date of the request to attempt to reach agreement.

Section 6. If, after a good faith effort to reach agreement, a dispute still exists, the issue shall be referred within seven (7) calendar days to the next appropriate management level.

Section 7. Any disputes arising under this Article which are not resolved at the local level shall be resolved by the Parties at the Commanding General level as expeditiously as possible. The Parties may agree to have any such disputes submitted to an arbitrator for resolution. Only the National Chairman of the Union may enter into an agreement to invoke binding arbitration.

Section 8. The Parties agree to exert every effort to make this process an effective and productive part of their relationship.

NOTE: See applicable MOU dated February 24, 1998, at end of contract (Re: Implementation of Regionalized Human Resources)

ARTICLE 56 Publicizing the Agreement

Section 1. The Employer will provide, to each employee in the bargaining unit, at no cost to the Union, 8 1/2 x 11 inch booklets printed in type that can be easily read. The Union, at its option, may provide at no cost to the Employer, pocket sized booklets of the 8 1/2 x 11 inch Agreement.

Section 2. The Employer will provide twelve (12) copies to the Union's National Office.

ARTICLE 57 Duration

Section 1. This Agreement will remain in effect for a period of three (3) years and shall become effective on the date it is approved by Department of Defense or its designee, and ratified by the Union. It is not the intent of this language, or the Union, that ratification will take place subsequent to the thirty day approval/disapproval period afforded the Employer by law.

Section 2.

a. The contract shall automatically renew provided provisions are brought into conformance with law, rule and/or regulation, unless either Party gives written notice to the other of its desire to amend or terminate the Agreement.

b. On request of either Party, the Party shall give written notice of its desire to amend or terminate the Agreement at least sixty (60) calendar days, but no more than ninety (90) calendar days, preceding the expiration of this Agreement. Within thirty (30) days after receipt of written notice, the Parties will meet to commence negotiations.

c. If negotiations are not requested, or are not completed prior to the expiration date, this Agreement shall remain in full force and effect until a new agreement is reached.

ARTICLE 58 FLSA

Section 1. Determination of exempt/non-exempt status of bargaining unit members shall be accomplished in accordance with applicable regulations including 5 C.F.R. 551.

ARTICLE 59 Reopener

Section 1. In the event legislation or government-wide rules or regulations are enacted which affect any provision of this Agreement, the Parties, when mutually agreeable, shall reopen that provision and renegotiate.

Section 2. In the event that any law or action of the Government of the United States renders null and void any provisions of this Agreement, the remaining provisions of the Agreement shall continue in affect for the term of the Agreement.

ARTICLE 60 VOLUNTARY LEAVE TRANSFER PROGRAM

Section 1. Purpose. The purpose of this Article is to set forth procedures and requirements in accordance with 5 C.F.R. 630, Voluntary Leave Transfer Program. Under this program, the unused accrued annual leave of a bargaining unit employee may be transferred to or received from other federal employees.

Section 2. Definitions.

a. "Leave Deciding Official" (LDO): The Commanding General or designee. It shall be understood that the designation of the LDO is a right of the Employer as set forth in 5 U.S.C. 7106(a)(2)(B) and nothing herein shall interfere with this right.

b. "Leave Donor": A bargaining unit employee whose voluntary written request for transfer of annual leave to the annual leave account of a leave recipient is approved by the Employer.

c. "Leave recipient": A current employee for whom the Employer has approved an application to receive annual leave from the annual leave accounts of one or more leave donors.

d. "Medical emergency": A medical condition of an employee or family member of such employee that is likely to require an employee's absence from duty for at least twenty-four (24) hours and is expected to result in substantial loss of income to the employee because of unavailability of paid leave. The twenty-four (24) of absence from duty without available paid leave because of the medical emergency need not be consecutive, but must have resulted from the same medical emergency for which the employee made application for leave.

e. "Family member" means a family member as defined in 5 C.F.R. 630.902.

Section 3. Application to become a leave recipient.

a. A bargaining unit employee who has been affected by a personal or family medical emergency on or after January 31, 1989, may make a written application to the LDO to become a leave recipient. If the employee is not capable of making the application on his or her own behalf, another bargaining unit employee, the Union, or other personal representative may make the written application on his or her behalf.

b. Each application shall be accompanied by the following information concerning each potential leave recipient:

(1) The name, position title, and grade of pay level of the potential leave recipient.

(2) The reason why transferred leave is needed, including a brief description of the nature, severity, and anticipated duration of the personal or family medical emergency affecting the potential leave recipient, and if it is a recurring one, the approximate frequency of the medical emergency affecting the potential leave recipient.

(3) Certification from one or more physicians, or other appropriate experts with respect to the medical emergency. If the LDO requires certification from two or more sources, the Employer ensures, either by direct payment to the expert involved or by reimbursement, that the potential leave recipient is not required to pay for the expenses associated with obtaining certification from more than one source.

(4) Leave balance of recipient (attach the most recent leave and earnings statement).

(5) Signature and date of application.

Section 4. Approval of application to become a Leave Recipient.

a. The Employer shall review an application to become a leave recipient for the following purposes:

(1) To determine that the potential leave recipient is or has been affected, on or after January 31, 1989, by a "medical emergency".

(2) Before approving an application to become a leave recipient, the Employer shall determine that the absence from duty without available paid leave because of a medical emergency is (or is expected to be) at least twenty-four (24) hours.

(3) In making a determination as to whether a "medical emergency" is likely to result in a substantial loss of income, the Agency shall not consider factors other than whether the absence from duty within available paid leave is (or is expected to be) at least twenty-four (24) hours.

(4) If the application is approved, the leave recipient must provide documentation monthly (unless a more frequent time period is determined to be necessary) to support the continuation of the "medical emergency".

(5) If the application is approved, the employee, or person who made application on behalf of the employee, shall be notified in writing of such approval within ten (10) days (excluding Saturdays, Sundays, and legal public holidays) after the date the application was received by the Employer.

Section 5. Disapproval of the application to become a Leave Recipient.

a. If the application is not approved, the Employer shall notify, in writing, the potential leave recipient (or other person or Union Representative who made the application on behalf of the potential leave recipient), within ten (10) days (excluding Saturdays, Sundays, and legal public holidays) after the date the application was received by the Employer:

(1) That the application was not approved;

(2) The reasons for its disapproval; and

(3) That the decision to disapprove an application to receive leave is a grievable matter under Article 4 of this Agreement.

Section 6. Transfer of annual leave.

a. A bargaining unit employee may submit a voluntary application to the LDO that a specified number of hours of his or her accrued annual leave be transferred from his or her annual leave account to the annual leave account of a specified leave recipient. This application shall be approved or disapproved by the LDO within ten (10) days (excluding Saturday and Sunday, and public holidays) after receipt.

b. If the leave donor's application is approved, he or she shall be notified, in writing, within ten (10) calendar days of:

(1) The limitations on donations of annual leave as described in Section 9 of this Article.

(2) The number of hours of his or her annual leave which will be transferred.

(3) His or her entitlement to have a portion of the unused transferred annual leave restored to his or her annual leave account at the termination of the leave recipient's medical emergency.

c. The Employer shall not transfer annual leave to a leave donor's immediate supervisor.

d. Bargaining unit employees may donate leave to employees of other agencies. Their approved application (excluding the leave and earning statement) shall be forwarded by the leave donor's LDO to the leave recipient's employing agency, following the procedures established by the recipient's employing agency; and to the leave donor's servicing payroll office.

e. The LDO shall accept donations of annual leave from donors employed by other agencies if one of the conditions of 5 C.F.R. 630.906(f) is met.

f. If the leave donor's application is disapproved, he or she shall be notified of:

(1) the reason for the disapproval; and

(2) that the decision to disapprove leave donations is a grievable matter under Article 4 of this Agreement.

g. Transferred annual leave may be substituted by the leave recipient retroactively for periods of leave without pay (LWOP), or used to liquidate an indebtedness for advanced annual or sick leave granted on or after the date designated by the LDO as the beginning of the medical emergency. Transferred annual leave shall not be used to liquidate indebtedness unless requested by the leave recipient.

Section 7. Use of transferred annual leave.

a. An approved leave recipient may use annual leave transferred to his or her annual leave account under 5 C.F.R. 630.906 in the same manner and for the same purposes as if he or she had accrued the annual leave under 5 U.S.C. 6303.

b. Any transferred annual leave that is not used shall be returned to the donors in accordance with 5 C.F.R. 630.911. The minimum restoration is 1 hour.

(1) The restoration of transferred annual leave shall be in accordance with 5 C.F.R. 630.911.

c. Transferred annual leave shall not be transferred to another leave recipient other than one designated by the leave donor.

Section 8. Limitations on Donations of Annual Leave.

a. In accordance with 5 C.F.R. 630.908(a) and (b), request for waivers shall be a separate written statement signed by the donor which certifies that the donor is aware that the request exceeds the limitations, and describes the unusual circumstances inherent in the request. The approved waiver request shall be forwarded (along with the donor's application) by the donor's LDO to the donor's servicing payroll office and the leave recipient's LDO.

Section 9. Termination of Medical emergency.

a. The medical emergency affecting a leave recipient shall terminate:

(1) when the leave recipient's Federal service is terminated;

(2) at the end of the biweekly pay period in which the Employer receives written notice from leave recipient or personal representatives of leave recipient that the leave recipient is no longer affected by the medical emergency;

(3) at the end of the biweekly pay period in which the Employer determines, after written notice and opportunity for leave recipient to answer orally or in writing, that the leave recipient is no longer affected by a medical emergency. The Employer will give written notification to the leave recipient, Union representative or personal representative, of the termination of leave transfer. The Employer will give the reasons for the determination to terminate transferred leave. Termination is a grievable matter under Article 4 of this Agreement.

(4) at the end of the biweekly pay period in which the leave recipient's employing agency receives notice that the Office of Personnel Management has approved an application for disability retirement for the leave recipient under Civil Service Retirement or Federal Employee's Retirement System.

Section 10. The Union shall be notified in writing of the following:

a. the name and title of the Leave Deciding Official (LDO);

b. the mailing address of the LDO;

c. any change in the LDO.

d. Upon written request by the employee, any action taken by the LDO affecting any bargaining unit employee's application including:

(1) approval, disapproval, or termination;

(2) List of additional information requested under Section 3b(5) of this Article.

Section 11. Medical Information Confidentiality.

a. Because applications for leave, under the auspices of the Voluntary Leave Transfer Program, contain medical information which the affected Employee expects to be maintained with the strictest of confidence, applicants shall dispatch, via certified mail, the completed application addressed to:

Voluntary Leave Transfer Program
ATTENTION DELIVER ONLY TO:
Miss/Mrs/Ms/Mr XXXX X XXXXX Leave Deciding Official
Civilian Human Resource Office-East
PSC 8032
MCAS, Cherry Point, NC 28533-0032

b. The LDO and the administrators of the Voluntary Leave Transfer Program shall take any and all appropriate actions to ensure that all medical information germane to this program is kept confidential.

c. Upon receiving a written request from the leave applicant, he/she shall be advised in writing of the person(s), other than the LDO, who processed the application. Such information shall be providing within five (5) days excluding Saturdays, Sundays, and legal public holidays.

d. Medical information gathered under this program shall not be disclosed or utilized for any purpose other than that dictated by the confines of this program.

e. Any unauthorized use of information gathered under this Article, without the employee's written consent, is strictly prohibited.

**ARTICLE 61
VEHICLE REGISTRATION**

Section 1. The Parties, through the action of the MCAS Partnership Council, and in accordance with Air Station Order P5560.3B Ch2 (dated 17 December 1996), agree "Civilian employees of the Air Station may register an unlimited number of privately owned vehicles. The civilian employees must be operating, or in the vehicle when it is brought aboard the Air Station. Civilian employees will not allow their family members to operate their vehicles aboard the Air Station without the sponsor (civilian employee) present, unless the family member is providing immediate transportation to or from the work place for the civilian employee. If the civilian employee fails to follow these polices, their privileges of possessing multiple registrations may be revoked".

ARTICLE 62 TIME-OFF AWARDS

Section 1. Purpose. The Federal Employees Pay Comparability Act of 1990 (FEPCA), Public Law 101-509, provides Federal agencies authority to grant employees time-off from duty, without loss of pay or charge to leave, as an incentive award. Called time-off superior accomplishments or other personal efforts that contribute to the quality, efficiency, or economy of Government operations.

Section 2. Nature and Relationships to other Awards.

- a. Time-off Awards can be used alone or in combination with monetary or nonmonetary awards. They are not used to replace other awards.
- b. As with other incentive awards, the Employer is required to give due weight to time-off awards in accordance with regulations.

Section 3. Eligibility. All bargaining unit employees.

Section 4. Program Design.

a. The Employer will integrate time-off awards into their incentive awards program as another means of effectively encouraging and recognizing exceptional employee and team contributions that benefit the Government. The following are examples of employee contributions that could merit a time-off award; they are not intended to be exhaustive nor to limit the Employer from adding to the identifying criteria for granting time-off awards:

(1) Employee(s) making a high-quality contribution involving a difficult or important project or assignment;

(2) Employee(s) displaying initiative and skill in completing an assignment or project before the deadline;

(3) Employee(s) ensuring that the mission of the unit is accomplished during a difficult period by successfully completing additional work or a project assignment while maintaining the employee's own workload;

(4) Employee(s) using initiative and creativity by suggesting or making improvements in a product, activity, program, or service; or

(5) Employee(s) sustaining a high level of performance for an extended period as reflected, for example, in a rating of record.

Section 5. Granting Time-Off Awards

a. Immediate supervisors are authorized to grant time-off awards without further review for periods not to exceed one (1) workday. Thus, supervisors can provide immediate recognition for a job well done or for an idea that benefits the Government when authorizing a time-off award under this Section.

b. For periods of more than one (1) workday, the decision to grant a time-off award and the amount of the award shall be reviewed and approved by the second line supervisor unless there is no official at the higher level in the Agency.

c. An employee may be granted up to forty (40) hours of time-off from duty as an incentive award for a single contribution. No more than eighty (80) hours of time-off shall be awarded to an individual employee in any one (1) leave year.

Section 6. Scheduling and Use of Time-Off Awards

a. The Employer shall permit the employee to schedule the use of his/her time-off award time and shall not be denied this time-off request unless workload necessitates otherwise. The Employer shall allow the use of this time to occur so as to not adversely affect an employee who is in an annual leave "use or lose" situation. The employee's Leave and Earning Statement will reflect all credited and debited time-off hours so as to allow the employee a record of availability and usage. Should an employee become physically incapacitated during the period of a time-off award, the Employer shall grant sick leave for the period of incapacitation.

b. Time-off awards must be used within one (1) calendar year of the receipt of the award. If the total amount of a time-off award is not used within one (1) year after its approval, any unused time-off is forfeited and may not be restored.

c. A time-off award does not convert to cash under any circumstances. Time-off award hours can only be transferred within the Department of Navy. Employees who transfer to non-navy agencies will forfeit any unused time-off hours. In addition, since time-off award balances are not annual leave, the hours cannot be transferred to approved leave recipients under the Voluntary Leave Transfer Program.

d. The amount of the time-off award should be proportionate to the value of the contribution being recognized. As such the following scale shall be utilized to assure consistency of awarded time:

TIME-OFF AWARDS SCALE FOR A SINGLE CONTRIBUTION

Value to Organization	Number of Hours
-----------------------	-----------------

Moderate:

A contribution to a product, activity, program, or service to the public, which is of sufficient value to merit formal recognition	1 to 10
--	---------

Beneficial change or modification of operating principles or procedures	1 to 10
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Substantial:

An important contribution to the value of a product, activity, program, or service to the public or customer	11 to 20
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Significant change or modification of operating or principles or procedures	11 to 20
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High:

A highly signification contribution to the value of a product, activity, program or service to the customer	21 to 30
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Complete revision of operating principles or procedures, with considerable impact to the customer	21 to 30
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Exceptional:

A superior contribution to the quality of a critical product, activity, program, or service to the customer	31 to 40
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Initiation of a new principle or major procedure, with significant impact	31 to 40
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Section 7. Documentation

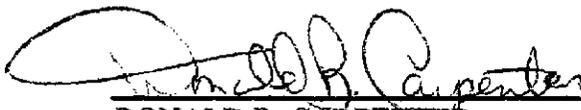
a. Upon written request from the Union, within seven (7) days from receipt, the Employer shall provide to the Union a copy of all Time-Off Award Program Forms, granted by the Employer, for bargaining unit employees.

b. Upon Union request, the Employer and the Union will meet no less than annually to review time-off awards.

SIGNED THIS 24th DAY OF March 2000.

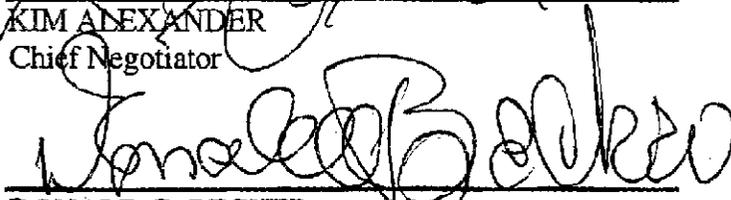
FOR THE UNION:

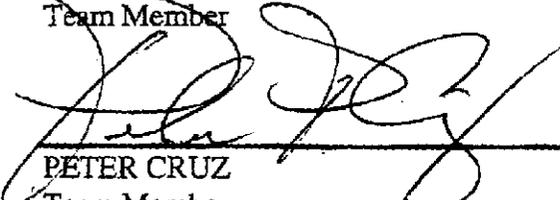
FOR MANAGEMENT:


DONALD R. CARPENTER
Chief Negotiator


KIM ALEXANDER
Chief Negotiator


GEORGE T. FORREST
Team Member


DONALD G. BECKER
Team Member


PETER CRUZ
Team Member


TREVOR HORNE
Team Member

APPROVED BY DEPARTMENT OF DEFENSE ON 11 May 2000

RATIFIED BY PASS CHAPTER 252 ON 01 April 2000

THIS AGREEMENT IS APPROVED AND IS EFFECTIVE ON 11 May 2000


MICHAEL FANFALONE
President, Professional
Airways Systems Specialist


T.A. BRAATEN
Major General
U.S. Marine Corps
Marine Corps Air Station
Cherry Point, N.C. 28533

**MEMORANDUM OF UNDERSTANDING(MOU)
REGARDING IMPLEMENTATION OF
REGIONALIZED HUMAN RESOURCE SERVICES**

THIS MOU IS BETWEEN THE FOLLOWING PARTIES: DEPARTMENT OF NAVY, MARINE CORPS AIR STATION, CHERRY POINT, HEREINAFTER REFERRED TO AS THE "EMPLOYER", AND CHAPTER 252, PROFESSIONAL AIRWAYS SYSTEMS SPECIALISTS, HEREINAFTER REFERRED TO AS THE "UNION". THE HUMAN RESOURCES SERVICE CENTER-EAST IS HEREAFTER REFERRED TO AS THE HRSC-E.

THE PARTIES UNDERSTAND THAT THE EFFECTIVE DATE FOR IMPLEMENTATION OF THE REGIONALIZATION AT CHERRY IS 1 MARCH 1998.

THE UNION HAVE RECEIVED THE HRSC-EAST OPERATING MANUAL, AND STANDARD AUTOMATED INVENTORY REFERRAL SYSTEM(STAIRS-Chapter 335-1A). THE PARTIES AGREE AND UNDERSTAND THAT THE HRSC-E OPERATING MANUAL COVERS THE OPERATING PROCEDURES FOR ALL MATTERS COVERED IN THE MANUAL.

1. In regards to OPF's, the Union understands that Chapter 293 of the HRSC-E Operating manual will be the standard operating procedure for OPF's. The parties have signed an MOU, dated 11 February 1998 regarding OPF's(attached).

2. The parties agree that Merit Staffing will be administered under the STAIRS program as outlined in the HRSC-E Operating Manual, Chapter 335. The parties will continue to negotiate over the specific issues of STAIRS as soon as practicable and signing this MOU will have no impact on future negotiations regarding STAIRS.

3. The Parties understand and agree that grievances concerning merit staffing will be administered as outlined in the HRSC-E Operating Manual, Chapter 335, Subchapter 1. In this process, the initial step is with the RSC Staffing Specialist who made the decision and Step 2 is with the HRSC-E Customer Service Department(Code 50) or his/her designee. Upon receipt of the final decision from Code 50, the bargaining unit employee may consult with the union, and the union may invoke arbitration within 30 calender days of the decision from the HRSC-E.

4. It is understood by the parties that retirement and/or benefits will be handled in accordance with the HRSC-E Operating Manual.

5. It is understood by the Parties that the Defense Civilian Personnel Data System (DCPDS) automated method for conducting business is done within the confines of the Defense Information System Network(DISN) only. Sensitive information will be identified, controlled, and protected from unauthorized disclosure in accordance with applicable laws, rules and government wide

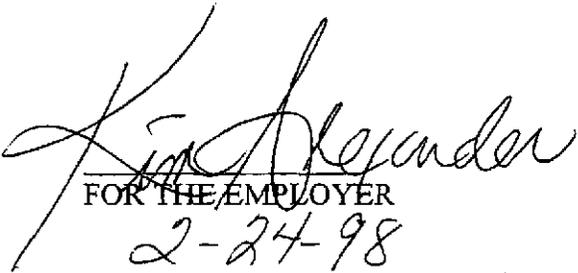
regulations. Physical security measures which guard against espionage, sabotage, damage, or theft will be in accordance with applicable laws, rules, and government wide regulations.

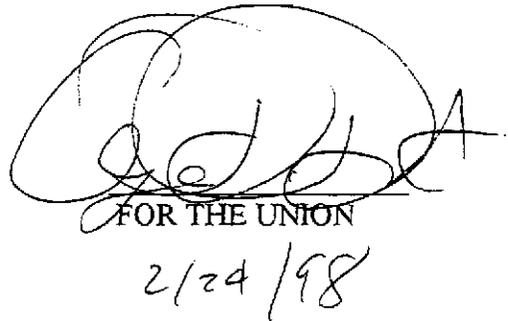
6. In regards to the faxing of documents, the parties understand that for accuracy and effective processing, names and social security numbers are required on personnel forms and documents. However, the Bargaining Unit Employee(BUE), at his/her option, may fax requests/documents to HRSC-E with social security number and no name. If faxing is unacceptable by the BUE, the items shall be mailed, by the BUE, to the applicable HRSC-E or CHRO-E using a service that can track mail delivery (i.e., UPS, FEDEX, US POST Office with return receipt).

7. The parties agree that any issue(s) not specifically addressed in this MOU or in any other MOU entered into as a result of regionalization will be administered in accordance with the HRSC-E Operating Manual.

8. The parties understand that the HRSC-E Operating Manual supersedes the provisions of the negotiated agreement. For any conflict between the language and/or procedure in the negotiated agreement and the HRSC-E Operating manual, the language and/or procedure in the HRSC-E manual shall govern.

9. With the exception of negotiations over Stairs(paragraph B), this completes negotiations over the HRSC-E regionalization and Operating Manual.


FOR THE EMPLOYER
2-24-98


FOR THE UNION
2/24/98