

NEGOTIATED AGREEMENT

Between

Non-Appropriated Fund Instrumentalities
Marine Air-Ground Task Force Training Command
Twentynine Palms, California

And

American Federation of Government Employees
Local # 2018
Twentynine Palms, California

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PREAMBLE

This Agreement is made and entered into by and between the Non-Appropriated Fund Instrumentalities (NAFI), Marine Corps Air Ground Combat Center, Twentynine Palms, California, referred to as the Employer, and Local 2018 American Federation of Government Employees (AFL-CIO) (AFGE), referred to as the Union, and collectively known as the Parties.

It is the intent and purpose of the Parties by this Agreement to promote and improve effectiveness of the Federal Service, to safeguard the public interest, protect the rights of employees and to encourage and facilitate amicable settlement of disputes involving conditions of employment within the meaning of Chapter 71 of Title 5 of the United States Code, hereinafter referred to as the Federal Labor Management Relations Statute or FLMRS.

Through this Agreement, the Parties intend to maintain a safe, healthy, and quality workplace by fostering an atmosphere where all Employees-Union, Bargaining Unit and Management-are treated with mutual respect. The Parties will work together to fulfill this potential, create a workplace free of drugs, unlawful harassment and reprisal, and accomplish the Mission of the Employer.

Therefore effective collective bargaining is in the interests of the Parties. Consistent with this policy, employees are guaranteed the right to participate in the formulation and implementation of personnel policies and practices relating to their conditions of employment through such collective bargaining in those areas in which bargaining is appropriate in the Federal Service, and pursuant to policy set forth in Title VII, Public Law 95-454.

ARTICLE 1

RECOGNITION AND UNIT DETERMINATION

Section 1. The Union is the exclusive representative of all Employees in the unit as defined in Section 2 below. The Union recognizes its responsibility of representing the interests of all such Employees without discrimination and without regard to Union membership, with respect to grievances, personnel policies, practices and procedures or other matters affecting their general working conditions, subject to the express limitation set forth elsewhere in this Agreement.

Section 2. This Agreement is applicable to a unit composed of all Non-Appropriated Fund Employees of Marine Corps Community Services (MCCS), and Billeting Fund employed by Marine Air-Ground Task Force Training Command at Marine Corps Air Ground Combat Center, Twentynine Palms, California and Marine Corps Mountain Warfare Training Center, Bridgeport, California, excluding management officials, supervisors, professional Employees, and Employees described in Section 7112(b) of the Statute.

ARTICLE 2

GOVERNING LAW AND REGULATIONS

Section 1. In the administration of all matters governed by this Agreement, Officials and Employees shall be governed by applicable law, government-wide regulations, Department of Defense (DOD), Department of the Navy (DON), and United States Marine Corps (USMC) regulations in existence on the effective date of this Agreement.

Section 2. Regulations becoming effective after the effective date of this Agreement shall be binding upon Officials and Employees only to the extent that the terms of such regulations are not in conflict with the provisions of this Agreement. Regulations becoming effective after the effective date of an MOA or MOU shall be binding upon the officials and Employees only to the extent that the terms of such regulations are not in conflict with that MOA or MOU.

Section 3. Any part of this Agreement that conflicts with any future laws or regulations of appropriate authorities will be subject to prompt negotiation between the Parties to bring this Agreement into conformance with such laws and regulations.

Section 4. Whenever this Agreement or an MOA or MOU is renegotiated or renewed, it must be brought into conformance with applicable government-wide, DOD, DON, and USMC regulations then in existence.

ARTICLE 3

EMPLOYER RIGHTS AND RESPONSIBILITIES

Section 1. As provided in Section 7106(a) of the Statute, the Employer retains the following management rights, powers, functions, and authority, including, but not limited to, the right:

- a. to determine the mission, budget, organization, number of Employees, and internal security practices of the Employer; and
- b. in accordance with applicable laws and regulations, to:
 - 1) hire, assign, direct, layoff, and retain Employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees;
 - 2) assign work, make determinations with respect to contracting out, and to determine the personnel by which Agency operations will be conducted;
 - 3) with respect to filling positions, to make selections for appointments from:
 - (a) among properly ranked and certified candidates for promotion; or
 - (b) any other appropriate source; and
 - 4) take whatever action may be necessary to carry out the Agency mission during emergencies.

Section 2. The Employer retains the right to establish or modify personnel policies, practices, and other matters affecting working conditions consistent with applicable law and this Agreement. When the Employer modifies such personnel policies, practices or other matters affecting working conditions after the effective date of this agreement, the Employer will notify the Union of the change prior to effecting said change, and afford the Union a reasonable opportunity to exercise their right to negotiate the procedures or appropriate arrangements for Employees who may be adversely affected by management's exercise of its authority.

Section 3. The Union is responsible for representing the interest of all Employees in the Unit. The Employer will afford the Union the opportunity to be represented at any formal discussion between one or more representatives of the Employer, and one or more Employees of the Unit or their representative, concerning any current grievance, or any personnel policy or practices, or other general condition of employment.

- a. For formal discussions dealing with current grievances, the Employer will identify the grievant and provide the Union with reasonable advanced notice of the meeting.
- b. For formal discussions dealing with matters other than grievances, i.e., personnel policies, practices, and other matters affecting working conditions, the Employer will provide the Union with reasonable advanced notice of the meeting. For purposes of this agreement, a manager's meeting with bargaining unit Employees to discuss the abolishment of Alternate Work Schedules, or a new call-in procedure are examples of such formal discussions. A manager's meeting to discuss operations or make work assignments, or a "meet-and-greet" to introduce a new supervisor (where no personnel policies are addressed) are examples of meetings that do not constitute formal discussions.

Section 4. As required by Section 7114(a)(2)(B) of the Statute, the Employer will afford the Union the opportunity to be represented at any examination of an Employee in the Unit by a representative of the Employer in connection with an investigation, if:

- a. the meeting is to ask questions in connection with an investigation;
- b. the Employee reasonably believes that disciplinary action against the Employee may result from the meeting; and,
- c. the Employee requests a Union representative.

The Union representative may assist the Employee in responding to questions, by asking clarifying questions or suggesting new questions. The Employee and the Representative may confer prior to the Employee's response. The Representative may not provide answers for an Employee, direct an Employee not to participate, or disrupt such a meeting. A notice of the right to representation will be posted annually.

Section 5. It is recognized that in order to maintain adequate security at its facilities, from time to time appropriate authorities will conduct inspections and searches of Employees, their vehicles, or packages. Inspection and searches will be conducted with the utmost courtesy consistent with the circumstances of the inspection or search. Employer will notify the Union in advance of any administrative searches conducted for purposes other than law enforcement or internal security.

Section 6. The Employer will furnish the Union, upon request, with a quarterly listing of the names, department, and category of employment of all bargaining unit Employees. The Employer will furnish a monthly listing of the names, department, and category of employment of all newly hired bargaining unit Employees. The list will initially be provided within one month of the effective date of the Agreement. The list shall contain the name, grade, series, organizational code, pay rate, and initial date of hire at the local activity, or rehire date.

Section 7. Prior to communicating with Employees through surveys or questionnaires regarding general conditions of employment, Employer will provide notice to the Union orally or in writing. The Union has an interest in ensuring Employee anonymity in some such surveys. The Employer will provide a copy of the survey at least five (5) working days prior to distribution. The Union may offer any concerns to the Employer during this time. Where notice or bargaining is appropriate it will be accomplished as set forth in Articles 3 and 43.

ARTICLE 4

UNION RIGHTS AND RESPONSIBILITIES

Section 1. AFGE Local 2018 is the sole and exclusive bargaining agent for the Employees in the Unit. The Union is responsible for representing the interests of all Employees in the Unit it represents without discrimination and without regard to labor organization Membership. The Union is entitled to act for, and negotiate collective bargaining agreements covering all Employees in the unit.

Section 2. As provided by Chapter 71 of the Statute, and this Agreement, the Union retains the right to:

- a. determine the Local's organizational structure;
- b. designate Representatives of the Union;
- c. determine the Union responsibilities of Union Representatives;
- d. retain, suspend, or relieve Union Representatives from their assigned representational duties; and
- e. determine the Union's internal procedures, means and methods by which representational duties are performed under the provisions of this Agreement.

Section 3. Nothing in this Agreement shall preclude any agency and any labor organization from negotiating:

- a. at the election of the agency, on the numbers, types and grades of Employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- b. procedures which management officials of the agency will observe in exercising any authority under this agreement; or
- c. appropriate arrangement for Employees adversely affected by the exercise of any authority under this section by such management officials.

Section 4. Union will notify Employer of the names of its Officers and Representatives who are authorized to act on behalf of the Union in any phase or proceedings authorized under this agreement. The Union will provide this information in writing on a quarterly basis,

and as changes occur. Employer will provide reasonable advance notice to the Union concerning any transfer or detail of a Union Officer or Representative.

Section 5. The Union will be afforded an opportunity to make a presentation of up to fifteen (15) minutes during new Employee orientation. The Employer will provide notice of the orientation date within ten (10) working days of the meeting. The Employer will schedule the Union the final training block preceding the lunch period. The Union may request voluntary participation of the attendees for additional information during the lunch period. The Employer will provide an appropriate space for the Union to host this voluntary event in the same building as the orientation.

Section 6. Consistent with the Statute and Articles 3 and 43 of this Agreement, the Employer will notify the Union prior to changing conditions of employment of bargaining unit Employees. All notifications will be in writing to the Union President or designee with sufficient information to allow the Union to exercise its full impact and implementation bargaining rights.

Section 7. The Union is responsible for representing the interest of all Employees in the Unit. The Employer will afford the Union the opportunity to be represented at any formal discussion between one or more representatives of the Employer, and one or more Employees of the Unit or their representative, concerning any current grievance, or any personnel policy or practices, or other general condition of employment.

- a. For formal discussions dealing with current grievances, the Employer will identify the grievant and provide the assigned Union Steward with reasonable advanced notice of the meeting.
- b. For formal discussions dealing with matters other than grievances, i.e., personnel policies, practices, and other matters affecting working conditions, the Employer will provide the Union with reasonable advanced notice of the meeting. For purposes of this agreement, a manager's meeting with bargaining unit Employees to discuss the abolishment of Alternate Work Schedules, or a new call-in procedure are examples of such formal discussions. A manager's meeting to discuss operations or make work assignments, or a "meet-and-greet" to introduce a new supervisor (where no personnel policies are addressed) are examples of meetings that do not constitute formal discussions.

Section 8. Employee Representatives of the Union may solicit on behalf of the Union during the non-work time of the Representatives and Employee(s) involved. The Union may distribute literature to Employee(s) in non-work areas during non-work time, e.g., before and after working hours, lunchtime and scheduled breaks. The distribution shall comply with safety and security practices and regulations. Management officials will not arbitrarily or capriciously remove Union distributed literature.

Section 9. The Union will be permitted active participation and representation on committees that significantly impact the conditions of employment of Unit Employees.

ARTICLE 5

EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. Except as otherwise expressly provided in the FSLMRS, all employees will have the right to form, join, or assist any labor organization or refrain from any such activity, freely and without fear of penalty or reprisal, and all employees will be protected in the exercise of such right. Such right includes the right:

- a. To act for a labor organization in the capacity of representative and the right, in that capacity, to present views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and;
- b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees in accordance with Chapter 71 of the Statute.

Section 3. Employees have the right to contact a Union Official and Union office during working hours, provided employees receive permission from their immediate supervisors. Authorization for leaving the work site will be given promptly, if it is necessary to leave the site and operating circumstances permit the supervisor to excuse the employee. In those cases where there is a delay the employee will be allowed to contact a Union Official within twenty-four (24) hours of said incident.

Section 4. Since most concerns or complaints can be resolved through direct communication of the issue, the Parties will encourage employees to discuss their concerns with their immediate supervisor, Union representative, or appropriate management official. Employees have an independent right to communicate with the appropriate member of the following offices of the Employers:

- a. NAFL Personnel Office
- b. Second-level supervisor or management official in the employee's supervisory chain for matters other than grievances or other complaints.
- c. Equal Employment Opportunity Office
- d. Safety Office

Section 6. There will be no reprisal against an employee for disclosure of protected "whistleblower" information as stated by applicable law and regulation.

Section 7. Employees have the right to be informed of the person or position which is responsible for each of the following: directing their work assignments, granting of leave, assessing their performance and clear direction on who entertains a first step grievance. Employers will inform employees during their supervisor orientation or within a reasonable amount of time whenever changes occur. As soon as practical upon reassignment or appointment, an Employee's immediate supervisor will introduce the Employees to the Union representative located in the workspace.

Section 8. Unit employees are entitled to have a Union representative present, upon request, when an employee presents a grievance or appeal to the Employer, or is being interviewed in a pre-action investigation or is the subject of any disciplinary action by the Employer.

- a. an employee who elects not to be represented by the Union in a grievance or appeal will notify the Union of the decision in writing. Consistent with the Statute, the Union has an independent right to attend such formal discussions. In such cases, the Employer will notify and allow the Union an opportunity to attend such grievance or appeal meetings.
- b. If a supervisor is discussing a matter with an employee and the employee reasonably believes that the matter may lead to disciplinary action against him, the employee may request the presence of a Union representative.
- c. Each employee is entitled and encouraged to bring matters of personal concern to the attention of their immediate supervisor.

Section 9. The general policy for an employee to dispute a work assignment by the Employer is for the employee to perform the work consistent with applicable government regulations, and grieve the matter later unless the employee is authorized to decline under appropriate regulations. Appropriate regulations include such reasons as when an employee has a reasonable belief that, under the circumstances the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures under OSHA regulations.

Section 10. Employees who work in positions where tips or gratuities are customarily offered and allowed by the Employer for good service have an interest in the fair collection and distribution of such tips or gratuities, consistent with applicable law and regulation. Employees, with Union representation, may request a meeting with the Employer to discuss concerns about such practices in particular workplaces. The Employer may assist with information about such practices, mediate, or facilitate such discussions about such practices, consistent with applicable law and regulation.

ARTICLE 6

OFFICIAL TIME AND UNION REPRESENTATION

Section 1. Union Officers and Stewards of the Union shall be designated by the Union. These Officers and Stewards shall be recognized as Employee Representatives. Official time for representational activities must be authorized by the Statute or this Agreement, and approved according to the procedures of this Article. Representational activity not covered by the Statute or this Agreement shall be performed on the non-duty time of the Employees designated.

Section 2. Local Union President. A NAF Regular Employee, who is appointed as the Local 2018 President, will be authorized fifty percent (50%) official time to perform representational duties for bargaining unit Employees under this Article.

- a. The official time must not be used for the purpose prohibited by Section 7131(b) of the Statute such as soliciting membership, campaigning for Union office, or collection of Union dues request of the Employee via SF-1188 signed by the Union President or designee;
- b. The Union President will schedule their official time with their immediate supervisor to encompass a daily afternoon shift, unless otherwise mutually agreed. For example, the President will arrange to devote 1200 to 1600, daily, for Union activity. During work hours, the President should not engage in any representational functions on official time, unless required by the Employer.
- c. Should the President be absent, on leave or for other reasons, for a period of two (2) weeks or more, the President may designate a bargaining unit member in their absence. In such cases, the replacement Employee's supervisor and NAFI Personnel Officer should receive notice as soon as possible, but no later than five (5) working days in advance to allow for schedule adjustments;
- d. On scheduled workdays, the President will normally be on duty at the Union Hall at least during the hours of 1200 to 1600, unless performing authorized representational functions at an alternate location, such a Unit Employee's workplace. The President will contact the appropriate supervisor to check out at the end of the work day. The

Employer is not responsible for any travel time during this official time period.

Section 3. Other Union Representatives.

- a. If otherwise in a duty status, other recognized Representatives of the Local will be afforded a reasonable amount of official time, up to 1500 hours per year, to:
 - 1) prepare and present grievances under the negotiated grievance procedure;
 - 2) prepare and present a reply to a proposed disciplinary or adverse action;
 - 3) respond to grievances initiated by the Employer;
 - 4) attend formal discussions as provided by Section 7114(a)(2)(A) of the Statute;
 - 5) attend the examination of an Employee by a management representative if the Employee reasonably believes that the examination may result in disciplinary action against the Employee, and if the Employee requests Union representation;
 - 6) attend meetings arranged by the Employer;
 - 7) attend training, provided that the subject matter of the training is mutually beneficial to the Employer and the Union and pertains to the Employees' representational duties under the Statute;
 - 8) prepare and present a case at an arbitration hearing;
 - 9) prepare and present Unfair Labor Practice (ULP) cases covered by this Agreement; and
 - 10) perform those functions stated elsewhere in this Agreement for which official time has been expressly provided.
- b. Additionally, if otherwise in a duty status, Union representatives should normally use no more than six (6) hours of official time per pay period;
- c. These limitations do not apply to functions authorized under sections 7131(a) or 7131(d) of the Statute;

- d. The President's 50% entitlement will not count against this official time allotment.

Section 4. Union Representatives must seek and obtain the approval of their immediate supervisor before engaging in a representational activity on official time. Such requests will be submitted on an appropriate request form. Additionally:

- a. The Union Representative will advise the supervisor of the reason for which official time is requested, the amount of official time desired, and the means by which the Representative may be reached during their absence from the workplace. The Representative will provide information as stipulated in Sections 2, to indicate the appropriate category, amount of time estimated for the official time and location in order to gain approval from the Supervisor;
- b. Contacts between an Employee and a Representative during working hours may take place at or near the vicinity of the Employee's workplace. However, should the Union feel that privacy, or other interests, require a meeting at the Union office, then the Parties may arrange a mutually beneficial time to minimize the amount of official time used and Employee absences from assigned duties;
- c. Prior to meeting with a Union Representative during working hours an Employee must seek and obtain the approval of the appropriate supervisor. This approval will be documented using the Request for Official Time form in the Appendix to this Agreement. When meeting another Unit Employee, the Union Representative must confirm their appointment with the Employee, and inform their supervisor that such arrangements have been made before the Representative leaves their work. Upon entering a workplace other than their own, the Representative will, regardless of their official time status, advise the workplace supervisor of their presence, the Employee to be contacted, and the estimated duration of the meeting;
- d. If operational considerations do not permit the supervisor to grant a reasonable request for official time, the supervisor will inform the Employee or Union Representative of when they may be released;

- e. Union Representatives will return to duty promptly after completing their representational activities and advise their immediate supervisor of their return.

Section 5. The Union agrees that only one delegated Representative may be on official time to represent the Union or Employees in the performance of a representational function at any given time except when more than one Representative has been expressly provided for by the Statute or this Agreement.

Section 6. Within thirty (30) days after the effective date of this Agreement, the Union will provide the HRO with a current list of designated Representatives who are authorized to represent the Union. Thereafter, the Union will provide timely written notice of any changes in the lists of designated Representatives.

Section 7. When designated Employee Representatives are to be accompanied by non-Employee or Representatives of the Local, District or National Offices of the Union in meetings with management officials, the management official will be notified.

Section 8. An Employees' use of official time to carry out representational functions shall not influence their performance appraisal.

RECORD OF OFFICIAL TIME

INSTRUCTIONS FOR SUPERVISORS

Complete this form to document use of Official Time by a Union Official conducting representational functions under Chapter 71 of Title 5, U.S. Code.

Category hours as identified in Section C shall be recorded accurately in the appropriate time keeping system

Use of Official Time for representational functions is covered under the Negotiated Agreement. Procedures for requesting, granting and denying official time are addressed in Article __ of the Negotiated Agreement.

Representational functions not covered by law or the Negotiated Agreement shall be performed by Union Officials on non-official time.

SECTION A

EMPLOYEE NAME:	HOURS REQUESTED:	OFFICE/SHOP
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DESTINATION:

SECTION B

CATEGORY		PURPOSE (CHECK ALL THAT APPLY)
BA		TERM NEGOTIATIONS – Official time used to prepare for and negotiate a collective bargaining agreement or its successor.
BB		MID-TERM NEGOTIATIONS – Official time used to bargain over issues raised during the life of a term agreement
BD		GENERAL LABOR MANAGEMENT RELATIONS – Official time used for: meetings between Union and management officials to discuss general conditions of employment, labor-management committee meetings, labor relations training for Union representatives, and Union participation in formal discussions and investigative interviews.
BK		DISPUTE RESOLUTION – Official time used to process grievances up to and including arbitration, and to process appeals of bargaining unit Employees to the various administrative agencies, such as the FLRA, EEOC, and MSPB.

SECTION C

APPROVING OFFICIAL:		ORGANIZATION:
HOURS AUTHORIZED		
APPROVING OFFICIAL SIGNATURE		DATE
DEPARTURE TIME:	RETURN TIME:	DISTRIBUTION: 1 PERSONNEL OFFICE 1 TIME CARD/LABOR
TOTAL HOURS	CATEGORY	
	BA	
	BB	
	BD	
	BK	

ARTICLE 7

UNION FACILITIES

Section 1. Union officers or stewards may have access to government telephones to make local telephone calls when conducting appropriate labor-management relations activities.

Section 2. The Union and its representatives may use the guard mail and email system for regular representation communications (e.g., grievance correspondence or memos to the Employer, Employee or other Union Officials). The Employer does not assume any responsibility for the security of items placed in the activity Guard Mail, nor does it guarantee delivery or timeliness of delivery. The Union must conform to all internal security practices relating to information security when using government email systems. The Union Officials are responsible for protecting Employee and government information, and must not make any unauthorized disclosure of such information. The guard mail and email systems will not be used for distribution of Union business information to the Employees.

Section 3. A sufficient space of 24" by 24" will be provided and identified as AFGE Local 2018 on bulletin boards in work areas of bargaining unit Employees unless not available the existing board will be equally divided for the display of Union literature, correspondence, notices, etc. The Employer also agrees to permit distribution by the Union of notices and circulars sponsored by the Union to all Employees in the bargaining unit. The Union agrees that material posted or distributed will not violate any laws, security, or contain scurrilous or libelous statements, and that violations of this provision will be possible grounds for revocation of this privilege. Official time will be granted for the updating of official bulletin boards once each quarter.

Section 4. The Employer agrees to include in issues of the MCCS Employee News Letter timely statements as to the recognitions granted the Union and names, locations and telephone numbers of the Union's officials, along with the notice of forthcoming Union meetings.

Section 5. The Parties have an interest in maintaining adequate Union facilities, and administrative and business equipment. Consistent with applicable law and regulation, the Employer will assist the Union with applications for maintenance and improvements to Union facilities and equipment.

Section 6. Three reserved parking places, and one parking space reserved for individuals with disabilities will be provided to the Union for NAFI Employee use in front of the Union Office, Building 1553. The Employer will post visible parking space designations to make others aware. Consistent with applicable law and regulation, the Employer will assist the Union with applications for additional parking spaces, and improvements to existing Union parking spaces.

ARTICLE 8

PAYROLL WITHHOLDING OF UNION DUES

Section 1. Deduction(s) will be made by the Employer from the eligible Employee's pay only under the conditions described below for dues alone. The Employer will deduct Union dues from the pay of all bargaining unit members who voluntarily request and authorize such deductions on Standard Form 1187 (SF-1187), in accordance with the provisions of this Article, and shall remit such deductions to the Union as set forth in this Article. The withholding of dues will commence the first pay period following the Employer's receipt of the Employee's SF-1187.

Section 2. The amount of deduction shall be the latest amount as certified by the Union to the Employer per eligible Employee per biweekly pay period. The amount of the Union dues shall be certified by the Union, in writing, to the NAFI Personnel Officer. Changes shall be certified as above to the Employer, and the new amount(s) will be withheld during the first pay period beginning not less than five (5) working days after receipt of the information by the Employer's designated representative.

Section 3. Dues withheld will be remitted to the Union not later than five (5) work days following payday. The remittance may be made by electronic funds transfer, if feasible. With each remittance, the Employer will provide a statement, which shall contain the following information:

- a. Identification of the Employer;
- b. Identification of the Union;
- c. Employee ID numbers and names for whom deductions were made and the amount of deduction of each.
- d. Employee ID number and name for whom deduction was authorized but not made, with reason therefore; and
- e. Total amount withheld and remitted.
- f. Should an Employee have authorized dues deduction, and a deduction is not made for a pay period, the listing will reflect a zero payment for that Employee.

Section 4. The Union shall designate in writing to the NAFI Personnel Officer, the Official to whom remittance checks will be

sent, or an account number for Electronic Fund Transfer. Changes of the designated Official, address or account will similarly require written notice from the Union.

Section 5. Only Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, shall be used for the purposes of authorizing an allotment. It shall be the responsibility of the Union to make these forms available to its bargaining unit members, to certify as to the amount of its dues, and to deliver the completed form to the Personnel Office. This shall be accomplished on non-duty time. After processing by the Employer, the original will be retained in the Employee's OPF.

Section 6. The Employer will terminate an allotment:

- a. upon request of the Employee via SF-1188 signed by the Union President or designee;
- b. as of the beginning of the first full pay period following receipt of notice that recognition of exclusive representative has been withdrawn;
- c. at the end of the pay period during which an Employee is separated from the Employer's rolls through death, retirement, transfer, resignation or other cause, or leaves the bargaining unit as a result of a personnel action;
- d. at the end of the pay period during which notice is received from the Union that the Employee has been suspended or expelled. It shall be the responsibility of the Union to notify the Personnel Officer, MCCS, MCAGCC within ten (10) days after a member is expelled or for any reason ceases to be a member in good standing and for whom dues deductions are being made.

Section 7. Revocation of allotment authorization (SF 1188) may be submitted to the Employer after it has been signed by the Union President or designee. It should be presented to the payroll office after it has been signed. The opportunity to drop membership after the one year membership will be honored on the anniversary month of the member's enrollment. The Agency will reject any SF-1188 without the signature of the Local President or designee. Member hardship release will be considered by the Union.

Section 8. If the amount of the dues is changed by the Union, the Employer's designated representative will be notified of the new

rate(s) in writing by the President of the Local and the effective date. The new amount(s) will be withheld during on the first pay period beginning not less than five (5) working days after receipt of the information by the Employer's designated representative. Not more than two (2) such changes may be made in any 12-month period

Section 9. Employer will notify the Union when an Employee is removed from the bargaining unit, with an appropriate designation, such as reassignment, promotion or resignation. When an Employee is removed from the bargaining unit, the Employer shall cease taking payroll deductions out of the Employee's pay.

ARTICLE 9

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union support the principles of equal opportunity in employment for all persons, to prohibit discrimination because of race, color, religion, sex, age, mental or physical disability or national origin. The Parties agree to promote the full realization of equal employment opportunity through a positive and continuing effort; and to remind Employees of a need to display civility in their dealings with their co-workers.

Section 2. The Employer will comply with all applicable laws, regulations, and established, merit-based procedures to fill vacant positions, and promote eligible Employees. The Employer recognizes that characteristics unrelated to work, such as sexual orientation, marital and parental status, political affiliation, family relationships, personal favoritism are not appropriate considerations for such employment decisions.

Section 3. It is agreed that a Union official will be granted official time to serve as a representative to the appropriate installation Equal Employment Opportunity (EEO) committee.

Section 4. In any case where unlawful discrimination is found to exist, corrective action will be taken in accordance with EEO policies and procedures.

Section 5. Employees may pursue discrimination complaints through the negotiated grievance procedure or the EEO process, but not both, and that the Employee is entitled to a Union representative at all stages of the complaint process.

Section 6. Employees will have access to Command EEO policies, regulations and guidance describing the Employer's complaint process. The Employer will continue to inform Employees concerning the EEO Program and Policies. The Employer will process EEO complaints promptly, fairly, and consistent with applicable law and regulation.

Section 7. The Employer will notify the Union of the establishment of or changes to any Alternative Dispute Resolution (ADR) program or other EEO Program that affects the working conditions of bargaining unit Employees, prior to implementation.

ARTICLE 10

WAGE SURVEYS

Section 1. The Union will be notified by the Employer as soon as possible after receipt of information as to the tentative and/or actual starting dates of a wage survey ordered by the Department of Defense Civilian Personnel Management Service, Wage and Salary Division, Non-appropriated Fund Pay Systems. The Union may submit additions or deletions to the list of establishments and jobs to be surveyed. The Union may nominate members for the wage survey teams.

Section 2. Union-nominated members of survey teams will be provided official time for training by the Union, not to exceed eight hours, and any training provided by Department of Defense Civilian Personnel Management Service, Wage and Salary Division, Non-appropriated Fund Pay Systems prior to the beginning of the wage survey.

Section 3. The Employer will support the participation of Union representatives in the Wage Survey process, including the use of duty time under the direction of the Chairman, Local Wage Survey Committee.

Section 4. Where the Employer is not the Lead Agency on the Wage Survey, the Union may notify officials of the Employer as deemed appropriate should problems arise. Officials of the Employer will intervene with the Lead Agency to assist with the resolution of those problems.

Section 5. A copy of the completed wage scale and other authorized material will be provided to the Union upon receipt of the information by the Employer.

ARTICLE 11

HOURS OF WORK

Section 1. Hours of Duty

- a. Administrative Workweek. In accordance with Agency regulations, the administrative workweek will be a period of seven (7) consecutive calendar days, extending from 0001 on Sunday through 2400 on Saturday.
- b. Basic Workweek. Within the administrative workweek, the basic workweek for the employees subject to this Agreement will not exceed forty (40) hours, exclusive of meal periods. Whenever possible, two (2) consecutive days off will be provided in each administrative workweek to regular full time and part time employees. However, the basic workweek may be scheduled over a period of six (6) days provided the total weekly scheduled hours do not exceed forty (40) hours. The normal workday will not exceed ten (10) hours a day, and may extend over two (2) calendar days if NAFI operations require.
- c. Alternative Work Schedules (AWS). In some instances, the use of flexible and compressed work schedules may benefit both Parties. In accordance with Agency regulations, Heads of local NAFIs may establish AWS for full-time employees, including flexible and compressed work schedules. When AWS are established, non-exempt Employees may only receive FLSA overtime if they work more than eighty (80) hours in a two-week pay period. When it is determined that an AWS will be utilized, the Employer will notify the Union in writing. In addition to any Union rights under the Statute, the Employer will discuss an individual determination, or request on behalf of an Employee, upon request by the Union.
- d. Split Shifts. While involuntary "split shift" assignments are not preferred, the Parties recognize that some unique positions require such assignments as a matter of business necessity. The Employer will make a reasonable effort to minimize the adverse impact of such assignments. Employees may request reassignment from these positions, or reductions in their working hours subject to the requirements of the position.

Section 2. Employee Schedules

- a. The Basic Workweek. The basic workweek will be scheduled for a period of not less than two (2) weeks. The schedule containing

days and hours of work will be posted seventy-two (72) hours in advance of its effective date, and will be maintained by the Employer. An Employee's basic workweek will not be changed without notice of at least seventy-two (72) hours before the first administrative workweek affected by the change, except when shorter notice is beneficial to the affected Employees, or required due to unforeseen circumstances. It is the Employer's responsibility to communicate such changes to the affected Employees.

- b. Late Schedule Changes. The Employer will make a reasonable effort to avoid same-day changes to the posted work schedule, and such changes will not be made in the normal course of operations. However, the Employer may make such changes in response to unforeseen circumstances, or as necessary to respond to critical need. For example, the Employer may change the schedule to respond to a manpower shortage when employees call in sick unexpectedly. Likewise, the Employer may make such a change to respond to the unexpected arrival or redeployment of supported service-members that will greatly increase or decrease the need for services to potential patrons of NAFI activities. In such cases, the Employer will provide as much advanced notice as possible to the affected employees.

Section 3. The occurrence of a legal holiday shall not affect the designation of the basic workweek. The Employer will not change an Employee's regular schedule solely to avoid holiday pay.

Section 5. Employees may, for short periods of time, work in excess of their normal tour of duty, due to unforeseen circumstances, when the need arises. For example, short term assignment at the end of a work shift that is necessary to respond to the unexpected absence or "no show" of an employee for the next work shift until an excess-hours assignment can be made or when such an assignment is not practical. It is in the best interests of both the employee and the Employer to provide the Employee with as much advance notice as possible. If working additional hours would cause an undue hardship for the employee(s), the Employer may ascertain the availability of other part time employee(s) of similar position title, series, grade or qualifications. If other such employee(s) (in sufficient numbers) are willing to work, the Employer may excuse the affected employee.

Section 6. Employees may be allowed reasonable time at the end of the workday, as determined by the immediate supervisor, consistent with the nature of the work performed and facilities available, for storage of tools and equipment, clean up of work areas and personal hygiene.

Section 7. Regular meal or lunch periods will normally be established at no less than thirty (30) minutes nor in excess of one hour, and will not be considered as time worked. No employee will be required to work more than six (6) consecutive hours without a meal period. The Employer will not restrict an employee's movement during the lunch period of the employee.

Section 8. All employees shall take one (1) rest break of fifteen (15) minutes duration for every four (4) hours worked, approximately half way through the four (4) hours. An employee whose rest break is delayed due to legitimate work requirements as determined by the immediate supervisor, or designee, will be given that break as soon as possible thereafter.

Section 9. At no time will the paid break(s) be combined with the unpaid meal period. Additionally, such rest and meal periods cannot be accumulated, used to leave early, or come in late, unless agreed to by both the Employee and Supervisor.

ARTICLE 12

OVERTIME

Section 1. Consistent with the Fair Labor Standards Act (FLSA) and applicable regulations, Employees identified as non-exempt are entitled to FLSA overtime compensation for hours worked over eight (8) per workday or forty (40) in a workweek. Except in the cases of pay band Employees, authorized time spent in excess of eight (8) hours a day or forty (40) hours a week will be considered overtime work. For pay band Employees, authorized time spent in excess of forty (40) hours in a week shall be considered overtime work. Employees identified as FLSA exempt may not be paid overtime or given compensatory time off for work in excess of forty (40) hours per workweek unless the overtime or compensatory time is specifically ordered and approved in advance. All overtime or compensatory time must be documented. Employees will be compensated for overtime work at rates in accordance with applicable regulations, and such overtime work will be paid in fifteen (15) minute increments.

Section 2. Appropriate management official will determine when overtime work is required, and make assignments of that work to Employees in the affected work section. As the Employer is required to minimize overtime assignments and their costs to the Agency, Supervisors are obligated to make overtime assignments as efficiently and expeditiously as possible. Consistent with this policy, the Employer will give consideration to seniority, qualifications, and experience when making overtime assignments among eligible Employees. Specifically:

- a. First consideration for overtime assignments should normally be given to qualified Employees who are currently assigned to the position and volunteer, in order of seniority.
- b. Second consideration for overtime assignments should normally be given to those other Employees in the area who are best qualified to do the job where the overtime work is required and volunteer, in order of seniority
- c. If voluntary overtime assignments are not practical, the supervisor will make a reasonable effort to make an equitable rotation of overtime among Employees of the unit concerned who can best perform the work required, in order of reverse seniority.
- d. The Employer will determine when a mandatory or voluntary basis is appropriate. To facilitate overtime assignments,

the Employer will maintain a list of NAFL Employees, and distribute it to supervisors with scheduling authority. Constructive Service Date, or a similar measure of total Federal Service, will be used as a standard measure for all Employees. Any assignments that consider such seniority will use a rotating basis. Specifically, if a voluntary assignment is offered then such Employee will move to the "bottom" of the pool, regardless of whether the assignment was accepted or declined. Mandatory assignments will likewise move the Employee to the "bottom" of the pool.

Section 3. The Union may consult with the supervisor concerning the assignment of overtime in an effort to keep the overtime work equal among all Employees in a practicable manner. Supervisors will not assign overtime work to Employees as a reward or penalty. The Employer will maintain an overtime record that the Union may review, upon request.

Section 4. The Employer will make an effort to give Employees as much notice as possible when overtime is required. In cases of unscheduled overtime, it is recognized that little advance notice will be possible because of unforeseen mission requirements of the Employer. Notification for planned overtime work will be made at least seventy-two (72) hours in advance.

Section 5. Employees are entitled to a minimum of two (2) hours of compensation for each "call back" overtime assignment, consistent with applicable law and regulation. Specifically, when an overtime assignment requires Employees to report to work at a time outside of, and not connected with, their scheduled workweek, such Employees are entitled to a minimum of two (2) hours overtime pay, including any differentials, even if the appropriate management official releases them from duty before two (2) hours have elapsed.

Section 6. Craft & Trade (CT) Employees may elect to substitute compensatory time in lieu of overtime.

ARTICLE 13

HOLIDAYS

Section 1. Regular full-time and part-time Employees are entitled to holiday benefits in accordance with applicable regulations for all Federal holidays prescribed by law or Executive Order. The following are observed as paid legal holidays:

- | | |
|---|--------------------------------------|
| a. New years Day | 1 January |
| b. Martin Luther King's Birthday | 3 rd Monday of January |
| c. President's Day | 3 rd Monday of February |
| d. Memorial Day | Last Monday in May |
| e. Independence Day | 4 July |
| f. Labor Day | 1 st Monday in September |
| g. Columbus Day | 2 nd Monday in October |
| h. Veteran's Day | 11 November |
| i. Thanksgiving Day | 4 th Thursday in November |
| j. Christmas Day | 25 December |
| k. Any other day proclaimed by Federal Law or Executive Order | |

Section 2. Holiday entitlements:

- a. qualifying Employees will received holiday premium pay in accordance with current regulations when required to work on a national holiday;
- b. when a holiday is less than a full day, proportionate credit will be given;
- c. the holiday observance chart as illustrated in the NAF Personnel Policy Manual will be applied to regular Employees who work at least five (5) days per week when the holiday occurs on one of the Employee's non work days.
- d. regular part-time Employees who are scheduled less than five (5) days per week must be regularly scheduled to work on the specific holiday or be required to work on a holiday that occurs on a non-regularly scheduled work day within the administrative work week to be entitled to holiday premium pay.

Section 3. Employees will not be charged leave for absence on holidays. However, failure to report to work on a holiday when scheduled to do so will be treated as any other unauthorized absence.

Section 4. Any Employee having annual leave to their credit and eligible to use such leave may apply for annual leave on any workday, which occurs on a religious holiday associated with the religious faith of the Employee. Leave for such purpose should normally be approved unless the granting of such leave would adversely affect the mission or operations of the organization to which the Employee is assigned.

Section 5. Employees may elect to substitute earned compensatory overtime for the purpose of taking time off (hour for hour) without charge to leave when personal religious beliefs require that the Employee abstain from work during certain periods of the workday or workweek. Additionally, Employees may, with the Employer's consent, flex their schedules to permit such goals. Such requests for religious observances should normally be granted unless the Employer determines that such modification of work schedules will interfere with the efficient accomplishment of the unit.

Section 6. The occurrence of a legal holiday shall not affect the designation of the basic workweek. The Employer will not change an Employee's regular schedule solely to avoid holiday pay.

ARTICLE 14

ANNUAL LEAVE

Section 1. Leave will be administered and granted in accordance with appropriate laws and regulations. The use of annual leave is a right of the Employee, however, the Employer is responsible for determining when annual leave may be taken, and for scheduling it on an equitable basis. Approved leave will only be cancelled due to unforeseen circumstances, or critical need. In such cases, the Employer will promptly provide a written explanation to the Employee. In such cases where previously approved leave is cancelled, the Employer will reimburse any actual losses to the Employee, upon request and with documentation. Leave shall not be cancelled for arbitrary or capricious reasons, nor will such cancellation of leave be used as a disciplinary or punitive measure against an Employee.

Section 2. Approval of any annual leave request is at the discretion of the Employer. However, the Employer will grant annual leave consistent with workload requirements. Approval of requests for annual leave for unforeseen emergency reasons will be granted when the circumstances warrant.

Section 3. Annual leave forms will be in an accessible area to all Employees to fill out, and submit to the appropriate supervisor. All appropriate laws and regulations regarding Employees' privacy will be followed.

Section 4. When requested through appropriate procedures, the Employer will not restrict the use of annual leave to the extent that an Employee forfeits earned leave. Normally, annual leave in excess of two (2) week increments will not be granted without appropriate justification for the longer period of time. Employees will be permitted to schedule leave throughout the year, consistent with workload, to prevent forfeiture of leave.

Section 5. Annual leave will be scheduled on a continuing basis. Requests for planned vacation periods of four (4) work days or more will be submitted to the immediate supervisor, in writing, as early as possible but in no event later than ten (10) working days in advance of the requested date. If, at the time of request, two or more Employees desire the same leave period, and workload does not permit approval of both requests, the Employee with the most seniority in NAFI will be given first choice of the desired time. However, once that Employee has chosen, that Employee may not change that selection if it will disturb the choice of another Employee.

Section 6. Unplanned leave requests of three (3) working days or less must be requested three (3) working days in advance. Annual leave requests will be submitted to the supervisor on a SF-71, and the Employee will receive a timely response within three (3) working days. If requested leave cannot be approved, the response will cite the rational preventing leave approval. The final determination as to the time and the amount of annual leave granted at any specific time rests with the leave approving official. Annual leave for vacation periods should normally be approved unless there is justifiable and valid reasons, such as workload, emergency or unexpected absence of other Employees.

Section 7. Annual leave will be carried over from year-to-year in accordance with existing laws and regulations.

Section 8. Unscheduled Annual Leave

- a. Employees who are unable to report to work due to emergency or unforeseen circumstances are responsible, personally or through someone acting on their behalf, for notifying the leave approving Official as soon as possible.
- b. Employees, such as, shift workers, those required to open an activity, or those who are the only Employee of an activity, must make every reasonable effort to notify the leave approving Official at least two (2) hours before the start of their scheduled shift.
- c. If advance notice is not possible, Employees will ensure that their supervisor is notified no later than thirty (30) minutes after the beginning of their scheduled starting time at work. This notification may be waived for justifiable and unforeseen circumstances.
- d. Such notification will include the Employee's name, reason for absence, and estimated duration of absence. Any absence beyond the estimated duration will also be reported. Leave approving Officials shall provide necessary phone numbers to Employees.

Section 9. The leave-approving Official will acknowledge the Employee's notice, and defer the approval or disapproval of the requested leave until the Employee returns to work.

Section 10. Employees requesting annual leave for emergency or unforeseen reasons will submit, in writing, such requests upon their return to work, with documentation if appropriate.

Section 11. Employees who fail to comply with the notification requirements of this section may be carried absent without leave (AWOL) until a determination is made concerning the appropriate leave status.

ARTICLE 15

SICK LEAVE

Section 1. Regular employees shall be credited with sick leave in accordance with the appropriate law and regulations. There is no qualifying period for the crediting of sick leave.

Section 2. Sick leave credits accrue at the rate of five percent (5%) of the total basic workweek hours in a pay status and shall be credited from the date of appointment to regular status. There is no limit on the amount of leave that may be accrued and carried forward from one leave year to another. No payment for unused sick leave shall be made to an employee under any circumstances. Upon retirement, unused sick leave shall be credited to total NAF service as appropriate under Agency Regulations.

Section 3. Sick leave credits, including those accrued while on annual or sick leave, are credited to an employee's account at the end of the pay period in which accrued.

Section 4. Sick leave is an earned benefit which should be granted when an Employee:

- a. is incapacitated for the performance of their duty by sickness, or injury, or pregnancy and childbirth;
- b. is a disabled veteran receiving medical treatment or for the time necessary for making appointments;
- c. is receiving medical, dental or optical examination or treatment for the time necessary for the appointment including travel time;
- d. is required to give care and attendance to a family member under appropriate regulations;
- e. questions regarding the appropriate use or limitations concerning leave may be referred to the HRO or to the Union.
- f. the process to request/receive leave to care for a family member is as follows:
 - (a) a qualifying event occurs and the employee submits the SF-71, Application for Leave Form, or applicable leave form requesting leave. The

employee will annotate the type of leave and briefly describe the reason. For example, "Medical appointment for son;"

- (b) the leave approving Official approves/disapproves the leave request;
- (c) approved leave request is submitted to payroll with a copy to the Personnel Office.

Section 5. For the purpose of sick leave, a family member means the following relatives of the employee:

- a. spouse and parents thereof;
- b. children, including adopted children and stepchildren;
- c. parents;
- d. brothers and sisters;
- e. any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Section 6. Employees who are unable to report for work because of illness or injury are responsible, personally or through someone acting on their behalf, for notifying the leave approving Official as soon as possible.

- a. Reporting requirements for sick leave will be the same as those described for unscheduled annual leave. If advance notice is not possible, Employees will ensure that their supervisor is notified no later than thirty (30) minutes after the beginning of their scheduled starting time at work. This notification may be waived for justifiable and unforeseen circumstances.
- b. In unusual circumstances, such as serious accidents or illnesses, the Employer will exercise due consideration in enforcing the reporting requirements. Unless notification is made for more than one (1) day, employees must contact the leave approving Official within the above notification periods for each day of absence.
- c. Employees requesting sick leave in such cases will be placed in a sick leave status for administrative reasons

pending his/her return to duty. Upon return to work, sick leave, if available, will be approved if the Employee satisfies the leave-approving Official that the basis for the request was valid and the Employee could not reasonably have been expected to report for work.

- d. An Employee who fails to comply with the notification requirements of this section shall be carried AWOL until determination is made concerning the appropriate leave status.
- e. Where there is reason (i.e. unacceptable use of short periods of sick leave) to believe that the sick leave privilege is being abused, the Employer may counsel an Employee about their use of sick leave. The Employee may be issued a letter requiring submission of a medical certificate for each subsequent absence due to claimed illness. This requirement will be reviewed with the employee six (6) months from the date issued. If the Employee has demonstrated responsible use of sick leave during the six (6) month period, the letter will be removed, otherwise it will remain in effect.

Section 7. Employees requesting sick leave for three (3) or more consecutive days shall furnish documentation containing satisfactory evidence of incapacitation for duty during the period of absence. This documentation may be in the form of:

- a. medical certification (SF-71);
- b. certification from a physician or other health care professional; or
- c. the Employee's written statement in cases where the illness was not treated by a physician and where the statement is acceptable to the leave approving Official.

Section 8. Documentation in support of an application for sick leave of less than three (3) workdays may be required if the leave approving Official has reason to believe the employee has abused sick leave privileges.

Section 9. Approval for sick leave for medical, dental and optical appointments shall be secured in advance. Employees will make every effort to schedule such appointments at times other than scheduled work hours. Where such appointments cannot be made during Employee's off duty hours, it is expected every effort will be made to have such

appointments at the beginning or ending of the employee's workday to permit maximum work time.

Section 10. Supervisors will make a reasonable effort to accommodate employees, who are under temporary medical restriction, to work within their respective work sections. Certification of such medical restriction must be in writing showing work restrictions, and length of time necessary.

Section 11. Upon return from sick leave, return to the former position or a comparable job is normally assumed within the same NAFI.

Section 12. Regular Employees who are unable to work due to serious illness or disability, may request advance sick leave with pay up to a maximum of thirty (30) days if all current sick and annual leave has been exhausted.

Section 13. Employees who become ill after reporting for duty, may, on an individual basis, be required to certify their fitness for duty through a Medical Officer or other appropriate health care professional. The Employer will not place an Employee on sick leave, without the Employee's consent, unless the Employee is determined to be unable to perform normal duties of the assigned position, based on a medical determination of a Medical Officer or other appropriate health care professional. The Employee is entitled to their regular pay for the time required for such an examination by an Agency Medical Officer at the direction of the Employer.

ARTICLE 16

FAMILY AND MEDICAL LEAVE ACT

Section 1. Under applicable law and regulations, Employees, who have been employed for at least twelve (12) months, may be granted up to twelve (12) weeks of unpaid and/or paid, job protected leave under the Family Medical Leave Act (FMLA) for any of the following reasons:

- a. for the birth of the Employee's child or to care for the child after birth, for placement, adoption, or foster care;
- b. to care for the Employee's spouse, son or daughter, or parent, who has a serious health condition; or
- c. for a serious health condition that makes the Employee unable to perform the essential functions of his/her job.
- d. for care of injured service-members under the provisions of the Pub. L. 110-181, section 585, permitting military family members up to twenty-six (26) weeks of unpaid and/or paid, job protected leave to eligible Employees.

Section 2. For the purpose of FMLA leave, a family member means the following relatives of the Employee:

- a. spouse and parents thereof;
- b. children, including adopted children and stepchildren;
- c. parents;
- d. brothers and sisters;
- e. any individual related by blood or affinity whose close association with the Employee is the equivalent of a family relationship.

Section 3. An Employee may elect to substitute accrued paid leave for unpaid leave consistent with current law and governing regulations. Substitution of paid leave for unpaid leave cannot be made retroactively. Employees shall provide thirty (30) days advance notice, or as much as practical when the leave is "foreseeable". For the duration of FMLA leave, the Employer must continue paying the Employer's share of the group health plan on a continuing basis and the Employee must continue to pay the Employee share of the group

health plan on a continuing basis as well as any other benefits for which the Employee is responsible for. Upon return from FMLA leave, Employees must be restored to the same or similar position with equivalent benefits, pay, status, and other terms and conditions of employment. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an Employee's leave.

Section 4. The following applies to intermittent or reduced leave schedules:

- a. Supervisory approval is required to take leave on an intermittent basis for the reason noted in Section 1.
- b. Employees may choose to take leave on an intermittent basis when medically necessary to care for themselves or a family member where the individual's health condition itself is intermittent or where the Employee is only needed intermittently because care is also provided by others.
- c. Employees must make a reasonable effort to schedule leave as not to excessively disrupt the operation of the workplace. The Employer may place an Employee in an available alternative position for which they are qualified and where the pay and benefits are equivalent and which can better accommodate recurring periods of leave.

Section 5. An Employee may be required to provide medical certification from a health care provider as provided by the FMLA. Additionally:

- a. Medical certification for family members must include a statement that the patient requires assistance for basic medical, etc., and that the presence of the Employee would be beneficial or desirable for the care of the individual.
- b. Medical certification for the Employee's own serious health condition must include a statement that the Employee is unable to perform the essential functions of his or her position. If the original medical certification is questionable, the Employer may require an Employee to provide a second medical certification at the Employer's expense. Recertification may be required every thirty (30) days to attest to the continuing need for leave.
- c. If the Employee cannot provide medical certification prior to the beginning of leave, the leave may be granted on a

provisional basis. If certification is not provided in a reasonable amount of time, the Employee may be charged with being absent without leave and the Employer may proceed with appropriate disciplinary action.

- d. Following such an absence, an Employee may be required to provide medical documentation. Specifically, the Employer may require medical certification, in accordance with the Health Insurance Portability and Accountability Act (HIPAA), to support a request for leave because of a serious health condition, and the Employer may require a second or third opinion (at the Employer's expense) and a fitness for duty report to return to work.

ARTICLE 17

MISCELLANEOUS LEAVE

Section 1. Court Leave.

- a. If Employees are summoned for jury duty, they will be paid at their regularly scheduled rate for the time required from their normal work schedule to perform such duties. Such time shall be limited to the time necessary, but not to exceed the number of hours in the respective Employee's regularly scheduled tour of duty that day. Employees on jury duty will receive their regular pay for such time off, or will retain the jury fees received from the court, whichever is the greater amount; such fees, exclusive of transportation will be collected in accordance with the procedures of the Employer.
- b. When Employees are subpoenaed for jury or court service, they will promptly notify their supervisor so arrangements can be made for their absence from duty.
- c. Employees serving as a juror is excused or released by the court, they are expected to return to duty unless this would be impractical. In determining whether the employee will be required to return to duty, the supervisor considers the amount of time remaining in the workday, any special need for the employees services, the distance involved, and the type of transportation available. An employee is not expected to return to work if less than two (2) hours of the workday remains. If the employee fails to return to duty, as directed, he/she is charged annual level or leave without pay, for the excess time involved.
- d. Employee who perform jury service during hours other than their normal tour of duty will be granted court leave for jury service not to exceed the number of hours in their regularly scheduled tour of duty that day. If the duration of the jury is less than the duration of the regularly scheduled work shift, Employee are required to report for duty during the regularly scheduled shift and work the number of hours which when added to the number of hours of jury duty that day would equal the number of hours in the regularly scheduled tour of duty. However, when the length of jury service leaves less than two (2) hours to be worked to equal the duration of the regularly scheduled workday Employees will not be required to report for duty. In

situations, where Employees are required to report to work and fails to do so, the Employee may be charged annual leave, leave without pay, or absent without leave for the excess time involved.

Section 2. Voting and Registration Leave. Employees whose voting residence is within commuting distance of the station and whose hours of work do not allow for one and one half (1 ½) hours for voting either before or after their regular hours of work, may be granted an amount of excused time which will permit them to report to work one and one half (1 ½) hours after the polls open or leave work one and one half (1 ½) hours before the polls close, whichever requires the lesser amount of time. Employees who vote in jurisdiction which require registration in person may be granted time off to register on substantially the same basis as for voting, except that no time off will be granted without charge to leave if registration can be accomplished on a non-workday or after duty hours.

Section 3. Leave Without Pay

- a. Requests for Leave Without Pay (LWOP) will be submitted by an employee through appropriate supervisory channels for approval in accordance with applicable regulations. Flex Employees may request administrative excusal on a similar basis, subject to approval from their supervisor.
- b. If the request is for the purpose of the accomplishment of internal Union business, a written statement by the President of the Local designating the employee to attend a convention, meeting or training session must accompany the employee's request. Leave without pay up to one (1) year will be granted, upon written request, to an individual in the unit for the purpose of accepting a position in the Local and/or National office. Leave without pay for any additional Union positions will be considered and may be submitted to the Employers thirty (30) days prior to the expiration of the approved leave without pay. Subject to regulations business-based action (BBA), an employee on leave without pay under the above provisions will be entitled to return to a job of like seniority, status and pay upon expiration of the leave without pay.
- a. Leave without pay may be granted to Employees who receive worker's compensation benefits under the Longshore and Harbor Worker's Compensation Act, and Regular Part-time Employee for military service, or for other reasons acceptable to and approved by the head of the Local NAFI. Upon request by the

Employee, Leave Without Pay may be substituted for approved annual or sick leave. Normally, such leave may not be granted for a period exceeding one (1) year, except for military service or other circumstances considered appropriate by the head of the Local NAFI.

ARTICLE 18

ADMINISTRATIVE EXCUSAL

Section 1. The Employer has sole authority to grant administrative excusal from duty in accordance with Agency regulations. This authority should be exercised with due consideration of the Employer's needs, as well as the Employees' welfare.

Section 2. Employees may be authorized time off with pay for command endorsed blood donations, to include a reasonable period of time for recovery at the donation site.

ARTICLE 19

TEMPORARY DUTY, TRAVEL PAY AND PER DIEM

Section 1. Employees traveling on official business will perform such travel, and be compensated for it, in accordance with DoD Joint Travel Regulations (JTR), Volume II, the Fair Labor Standards Act (FLSA), the Non-Appropriated Fund Personnel Policy Manual, and other applicable laws and regulations.

Section 2. To the maximum extent practicable, time spent in travel status away from the Employee's official duty station will be scheduled by the Employer within the normal working hours. Where it is necessary that travel be performed during non duty hours, the Employee will be given compensatory time off or paid overtime at the discretion of the Employer when such travel constitutes hours of work under Title 5 of the U.S. Code or the FLSA, if applicable.

Section 3. Continuation of Approved Travel Expenses. Employees who are unable to arrive at or return from their destination as scheduled will be reimbursed for authorization travel expenses provided the inability to arrive or return is due to arduous travel conditions beyond the Employee's control resulting from natural calamity, unavailability of transportation, or severe weather.

Section 4. Advancement of Expenses. Employees required to travel will have the option of requesting a travel advance in accordance with the JTR. Such request will be filed by the Employee and processed by the Employer as expeditiously as possible.

Section 5. Use of Privately Owned Vehicles (POVs). Normally, a Government Vehicle will be used in connection with travel on Government business. In the event the use of a POV is authorized, mileage for such use will be compensated at the prevailing rate published in the Federal Register.

Section 6. Protective assistance. The Employer recognizes that some travel assignments may present a threat to the personal safety of Employees. The Employer will take appropriate measures assure the safety of the Employee.

ARTICLE 20

PAYDAY

Section 1. Employees will be paid in accordance with law and regulations. The established payday is the Friday following the end of the preceding pay period. When a holiday falls on a payday, Employees will be paid the last work day preceding the holiday.

Section 2. Employees will be required to arrange for direct deposit of their paycheck to their personal financial institution as a condition of employment. In hardship circumstances, the Employee may request a waiver. The Employer expects to implement a new paperless system to distribute pay information to NAFI Employees. The Employer will notify the Union in advance of any policy to discontinue the current distribution of pay stubs to unit Employees.

Section 3. The Employer will ensure that Employee pay information is distributed in a timely manner to NAFI Employees.

ARTICLE 21

POSITION DESCRIPTIONS

Section 1. Position Descriptions will be accurate and current to the maximum extent possible. Position descriptions will be based upon the principal duties and responsibilities assigned to positions. Identical positions in the same classifications within the same organizational unit to which the positions are assigned, will be covered with the same position description. Standardized position descriptions will be used to the maximum extent possible.

Section 2. The Employer will furnish each Employee with a copy of the official position description, and of any official changes or amendments to the description, on the Employee's date of hire, and upon the Employee's request at the annual performance appraisal.

Section 3. Position descriptions do not enumerate every task involved in the accomplishment of the job, and it is appropriate for Employer's to require Employees to perform tasks which are not generally identified in the position description, as long as those tasks are related to the duties that are described in the position description and don't exceed 20% of Employee's workload.

Section 4. Any NAFI Employee who believes that their position is improperly classified will first consult with their supervisor for information and guidance as to the basis for the classification. Consultation may also be arranged for the Employee by the supervisor, as necessary, and with appropriate representatives of the Employer and the Union in an effort to resolve the Employee's concern informally.

Section 5. In the event the Employee's concern cannot be resolved informally, the Employee and the Union representative will be informed of appeal rights available in the NAF Personnel Policy Manual.

ARTICLE 22

TIME CARDS AND COMPENSATION

Section 1. Employees will be paid in accordance with the applicable law and regulations.

Section 2. The Employer will not require Employees to sign timecards having incomplete time keeping entries for the workweek except when holidays or other special events require that timecards be submitted prior to the end of the workweek.

Section 3. It is the responsibility of the Employee to ensure their timecards are accurate and complete. Hours of work may be entered on the timecard by an appointed timekeeper. The Employer will not fill out an Employee's timecard unless the Employee is on scheduled leave. Employees on an electronic timekeeping system may receive a printout of their timesheet upon request.

Section 4. Changes made on an Employee's timecard should be shown to, and initialed by, the Employee before sending the timecard to payroll. The Employer will not allow altering of a time card for the purpose of not showing earned overtime or other earned compensation.

Section 5. Employees are entitled to timely receipt of all compensation earned by them. If on payday, an Employee does not receive all compensation earned and due because of an error attributable solely to the Employer, the Employee shall notify the immediate supervisor. The immediate supervisor shall, at the Employee's request, notify the Payroll Office to expedite payment to the Employee.

Section 6. Wage Administration - Pay Band Employees:

- a. Employees under the Pay Band system will receive consideration for pay increases at least annually in conjunction with their performance evaluation. These increases are granted at the discretion of management based on work performance, merit, and budget.
- b. Any Regular Pay Band Employee who has not received a pay adjustment after their appraisal will have the right to request an explanation from the supervisor. If the Employee is not satisfied with the explanation, the Employee may address it to the next higher level supervisor.

- c. Regular Pay Band Employees who change positions, are promoted, or transfer to positions in other activities will have their pay set in accordance with regulations. The Employer will set pay, using the existing rate, for NF-1 or NF-2 Employees who are involuntarily moved, other than for cause, from one NAF activity to another.
- d. To adjust for cost of living each year, the Employer will grant an "across the board" pay increase to all NAFI Pay Band Employees who are employed on 1 December of the preceding year. Subject to the limitations of this The pay increase will be effected on the first full pay period in February using the following rates:

2009	2010	2011
1.0%	1.5%	3.0%

- e. Annual Across-the-Board Adjustments are subject to the following limitations under Agency Regulations:
 - 1) Employees in Bands NF-1 and 2. The adjustment shall not exceed the average percentage adjustment stated on the pay report attached to the current pay schedule. It shall not be granted if both the ECI adjustment and the locality adjustment are canceled for APF Employees.
 - 2) Employees in Bands NF-3 through 5, and NF-6. The adjustment shall not exceed the respective adjustment granted to corresponding APF GS and SES Employees.
 - 3) Employees at or Near the Top of a Band. The Employee's basic pay may not exceed the maximum rate for the Employee's band.
 - 4) Employees in a Less than Satisfactory or Equivalent Status. Such Employees are ineligible for pay increase under Agency Regulations.
- f. Nothing in this Agreement will prohibit the Employer from authorizing a greater cost of living increase as budgets permits;

Section 7. Wage Administration - Craft & Trade Employees:

- a. Craft & Trade Employees will be paid in accordance with published DoD Wage Schedules. The Employee must meet the time-in-grade requirement and have a satisfactory work

performance to be eligible for a Step increase. The Employee will automatically receive the Step increase if the supervisor fails to submit a performance appraisal within the required timeframe.

- b. The tailor shop and the Dry Cleaners Employees will have their commission raised to the following percentages:

	2009	2010	2011
1) Sewing	64.0%	64.5%	65.0%
2) Chevrons	73.5%	74.0%	74.5%

- c. The Employer will promptly implement the approved pay schedules when they are effective. NA and NL Employees who are not currently on Pay Bands, will have their "step increases" granted in compliance with applicable law and regulations.

Section 8. Performance Awards are cash awards intended to reward Employee performance commensurate with the Employee's level of performance as reflected in their annual rating. These awards may be granted by the Employer in conjunction with the annual performance appraisal cycle in addition to a performance wage adjustment. The performance wage adjustment is not a cost-of-living adjustment which is granted based on wage surveys, nor a cost of living increase based on this Agreement.

Section 9. Performance-based wage adjustments and performance awards will be granted on a fair and equitable basis. Supervisors should make reasonable use of these incentives, and give appropriate consideration to both pay banded and craft & trade Employees. The Employer will assure that all eligible Employees, who are not in developmental positions, receive equitable consideration for adjustments and awards.

Section 10. Other Pay Administration. The Employer will comply with Marine Corps policy in its pay practices concerning overtime compensation, Holiday Pay, or pay for regularly scheduled Sunday work. The Employer will notify the Union before changing any existing, discretionary pay items, such as shift differential entitlement for Pay Banded Employees.

ARTICLE 23

PERFORMANCE EVALUATIONS

Section 1. Employee Performance is the key to success of the organization. The Performance Appraisal Program is intended to evaluate Employee performance based on factors related to an Employee's Position, while enhancing the efficiency of NAFI Operations. Individual performance appraisals will be used as a basic for:

- a. Determining suitability of Probationary Employee for continued employment;
- b. Determining adjustments in basic pay;
- c. Disciplinary actions, and other personnel actions (i.e., reassignments, promotions, demotions, details, or terminations);
- d. Recognizing and rewarding quality performance, and determining eligibility for various other monetary awards that are directly related to performance of assigned responsibilities;
- e. Training Employees to improve the accomplish of their duties and responsibilities;
- f. Enhancing Employee's motivation and encouraging excellence in job performance which will improve individual and organizational accomplishments;
- g. Withholding pay increases for Employees with unacceptable performance;
- h. Establishing a new performance plan.

Section 2. Each performance appraisal should be completed by a supervisor who has had a reasonable opportunity to observe the Employee's performance. The Employer will make use of close-out appraisals to document a complete record of Employee performance. Each performance appraisal report will be discussed with the Employee, and the Employee will be given an opportunity to comment thereon in the space provided for this purpose. The Employee will acknowledge this discussion by signing the form. The Employee's signature will indicate only that the rating has been shown to, and

discussed with, the Employee. It does not indicate that the Employee agrees with the rating or appraisal. Once acknowledged, a copy of the appraisal report will be provided to the employee.

Section 3. For the purpose of this Article the following apply:

- a. Factor Rating. A rating assigned to each of the rating factors on an appraisal form that the final rating of record will be determined.
- b. Final Rating of Record. The final approved supervisor and reviewer assessment of how well the employee performed during the rating period.
- c. Progress Review. The immediate supervisor will ensure that significant changes in performance that may affect the next rating are discussed with the employee prior to the final appraisal.
- d. Performance Appraisal Period. The period of time during which an employee's performance will be reviewed and a final rating complete.
- e. Performance Award. A pay increase, cash award or time off with pay award based upon the employee's performance rating.

Section 4. The process of the performance appraisals will be as follows:

- a. All bargaining unit employees must be appraised at least annually, using the Non-Appropriated Fund Performance Appraisal form.
- b. New employees will be provided with a copy of the appraisal form and a complete explanation of its use and importance to their work with the organization during new employee orientation.
- c. Employees who are not provided with performance appraisals, and/or who do not have current and valid ratings, are afforded presumptive ratings of satisfactory for BBA's. Such ratings remain in place until a new rating is given and in place for the required one hundred twenty (120) calendar days for a BBA.
- d. Annual performance ratings are good for a period not to exceed twelve (12) months from the date of formal approval.

- e. Any employee may receive a cash award based upon performance at any time deemed appropriate and the employee need not be formally reevaluated, but the reasons for the award will be approved by the authorizing official.
- f. The overall rating must take into account any temporary assignments or details or appraisals completed as a result in change of supervision.
- g. The final rating and any recommendations may not be communicated to an employee before the approval by the reviewer.
- h. The supervisor and reviewer, or designee, will sign and date the completed form prior to discussing it with the employee. The employee will acknowledge this discussion by signing the form. Signing the form does not mean the employee agrees with the document. The original final appraisal will be maintained in the Official Personnel File and a copy provided to the employee for their records.
- i. An employee whose performance falls below satisfactory during the rating period may receive an unacceptable rating of record on the performance rating form. The unacceptable performance procedures of Section 6 will apply.

Section 5. In accordance with Agency regulations, an employee whose overall performance is rated "Outstanding" should normally receive a performance award. Performance awards always involve cash, and an Employee must have an overall rating of "satisfactory" or "competent," or better.¹

Section 6. Regular, non-probationary employees will not be terminated or subject to any other disciplinary action based on unsatisfactory performance until given a Letter of Caution in accordance with applicable regulations. Upon completion of the trial period, if the employee's performance meets the standards established in the Letter of Caution, the employee will be notified in writing. If the employee fails to meet the requirement of the Letter of Caution, demotion or removal may be effected. A letter of caution is not required for Regular Employees serving a probationary period, or Flex Employees.

¹ Limitation on performance awards at Appx E, Section 2(a), NAF PPM

ARTICLE 24

INCENTIVE AWARDS

Section 1. Employee performance is critical to the efficient and economical operations of NAFI. To encourage outstanding performance, the Employer will administer a fair and equitable program to timely reward significant contributions made by individuals or groups to the mission of the organization, program, or NAFI. Award programs include both cash and non-cash awards for special acts, suggestions, inventions, and "honorary" awards for a broad range of contributions. Such awards are given at the discretion of the Employer consistent with its budget. Incentive awards will be processed in a timely and expeditious manner, consistent with Appendix E of the NAF Personnel Policy Manual and other applicable regulations.

Section 2. The Union may nominate a member to participate in any Awards Committee established for the purpose of deciding awards under any established program described in Section 1 of this Article. That member may not participate in the Committee in any deliberations related to awards applicable to him/her.

Section 3. The following are the types of incentive awards available to qualifying NAFI Employees:

- a. Employee of the Month Program - will apply to an individual Employee;
- b. Bonuses - will apply to an Employee or a group of Employees;
- c. On-the Spot Awards - will apply to an Employee or a group of Employees;
- d. Special Act Award - will apply to an Employee or a group of Employees;
- e. Non-monetary Awards - will apply to an Employee or a group of Employees;
- f. Time Off with Pay - will apply to an Employee or a group of Employees;
- g. Honorary Awards - will apply to an individual Employee;

Section 4. MCAGCC Order 12451.4 establishes the Billeting fund Employee awards program.

Section 5. The Employer will provide a list of all incentive Awards to the Union on a Quarterly basis. The list will include the work section, type of award, and the specific incentive conferred receivers' name, grade and percentage of award or number of days in lieu of award. The Union may request a meeting to review any specific or recurrent award.

Section 6. Consistent with Appendix E of the NAF Personnel Policy Manual and other applicable regulations, the Union may propose additional awards or recognition categories for Employees in addition to those established.

ARTICLE 25

EMPLOYEE DEVELOPMENT

Section 1. The Employer will determine the extent and types of training necessary to maintain competence in the work force. On-the-job training, directed by the Employer, will be provided to effectively meet the needs of the organization.

Section 2. The Employer will consider the Union's suggestions for training programs or improvements that are believed to have mutual benefits to both the Employer and unit Employees. The Union is entitled to participate in periodic joint labor-management meetings for this purpose.

Section 3. Employee off-duty education often benefits both the Employer and unit Employee. Upon request, the Employer may arrange Employee hours-of-work to accommodate those pursuing education and training which is of mutual benefit to the Employer, and the employee and which does not adversely affect the mission. Eligible NAF Employees are encouraged to take advantage of the Employer's Tuition Assistance Program to further their educational goals.

ARTICLE 26

EMPLOYEE DETAILS

Section 1. A detail is a temporary assignment of an employee for a specified period, not to exceed one hundred fifty-four (154) calendar days (eleven (11) pay periods), with the employee returning to his or her regular duties at the end of the detail, unless the agency determines a longer time period is necessary. A detail to a lower-level position shall not adversely affect the employee's salary, classification, or job standing. Notification of details will be given to the employee and if practicable to the Union as far in advance as possible. It is agreed that details will be used to meet temporary needs of the work program of the activities when necessary services cannot be obtained by other desirable or practicable means. To the maximum extent feasible, details will be rotated among employees in the unit. Details may be made appropriately under circumstances such as follows:

- a. To meet emergencies occasioned by abnormal workload, change in mission or organization, or unanticipated absences such as sick leave, or emergency annual leave;
- b. Pending official assignments, pending description and classification of a new positions;
- c. Pending security clearances;
- d. For training;
- e. Short term workloads; or
- f. In the best interest of the Employer and employee.

Section 2. When an employee is detailed to a different position for a period of thirty (30) calendar days or more the employee will be given a reasonable period of time in which to become proficient in the new requirements of the position. The employee will also be given a copy of the position description.

Section 3. Employees who feel a hardship will be caused by the reassignment may request and be granted a prompt meeting with the supervisor who will give fair considerations to the employee's concern.

Section 4. The Employer may offer on-the-job or other job training for new equipment or work changes or procedures, or any other job-

related training determined to be in the best interest of the Employer. Employees will not be graded on the performance of their duties until they have been employed in the changed work environment for at least sixty (60) days.

ARTICLE 27

TEMPORARY PROMOTIONS

Section 1. Temporary promotions will be made in accordance with this Article, applicable rules and regulations. A temporary promotion is an assignment of a qualified person to carry out a higher-level position or a higher set of duties for at least thirty (30) calendar days not to exceed one hundred fifty-four (154) calendar days. In the event of a temporary need, usually less than thirty (30) days, a time card override is appropriate. When the need for a temporary promotion arises, the Employer will consider all qualified Employees.

- a. Crafts and Trade Employees promoted to a position of higher grade will serve without increased compensation for the first pay period. Compensation for the higher grade will commence on the first day of the second period.
- b. Temporary promotions over one hundred fifty-four (154) calendar days will be competed under the merit staffing procedures. The temporary promotion will be documented for inclusion in the Employee's Official Personnel File. Compensation for the temporary promotion will commence on the first day of the first full pay period of the action.

Section 2. Employees who will be subordinate to a person who is temporarily promoted to a supervisory position will be informed at a meeting of those affected Employees by the Employer as soon as possible prior to the temporary promotion by means determined to be appropriate and sufficient to assure that Employees know to whom they report.

Section 3. Temporary promotions will not be used to avoid proper staffing within the organization. The selecting supervisor will consider all qualified Employees before issuing a temporary appointment. When time keeping by someone other than the Employee is required, Employees are entitled to a copy of their time sheet upon request.

ARTICLE 28

PROMOTIONS

Section 1. It is agreed that the Employer will utilize to the maximum extent possible the skills and talents of its Employees. In making promotion decisions, the Employer will give first consideration to current NAFI Employees, consistent with applicable law and regulations.

Section 2. Vacancy Announcements will be electronically generated and distributed to work locations, and posted on bulletin boards for a minimum of five (5) consecutive days preceding the closing date of the announcement. Announcements will provide a summary statement of duties, required qualifications, and if appropriate a statement of any special knowledge, skills and abilities determined essential for effective job performance. The Union shall be furnished with a copy of each vacancy announcement.

Section 3. The Employer is the final authority in all matters of promotion. However, promotion decisions will be consistent with the principles and goals of Agency merit staffing programs; specifically, to select the most highly-qualified and best suitable candidate for a position.

Section 4. An Employee's accumulation of earned annual leave or sick leave will not be a factor in ratings for promotion.

Section 5. Within fourteen (14) calendar days following the selection decision, the Employer will notify all Employee candidates for promotion to advise them, in writing, of the disposition of their application.

Section 6. When a grievance is filed concerning a promotion, the President of the Union or their designee may request an explanation of the basis for the selection, and may review the ranking and selection criteria consistent with applicable law and regulation.

ARTICLE 29

EMPLOYEE BENEFITS

Section 1. Consistent with applicable law and regulations, Regular Full-time and Part-time Employees are entitled to participate in NAF Employee benefits programs, including group medical, dental, life insurance, retirement benefits, and 401(k) plans as administered by the CMC (MR) for Agency Non-Appropriated Fund Activities. Participation is voluntary on the part of each Employee. If an Employee elects to participate, the Employer will take the required payroll deductions from the Employee's earning each pay period. Failure to enroll during the applicable eligibility period may result in an Employee being deprived of certain benefits. Therefore, the Employer will fully explain these benefits to each Employee, and Employee's will sign appropriate documentation, indicating their enrollment or waiver, before the end of their eligibility period.

Section 2. The Employer will provide Employees with descriptive literature concerning the health and dental plans available to them within thirty (30) days of hire to ensure that Employees have a full opportunity to enroll.

Section 3. The Union is entitled to an opportunity to ensure that eligible Employees are provided with the appropriate Union benefits and dental plans available to them and given full opportunity to enroll. This entitlement is normally provided through new Employee orientation.

Section 4. Retirement. The Employer shall follow the provisions of NAF Personnel Policy Manual and other appropriate regulations, for the centrally managed NAF Retirement Plan. No later than thirty (30) days before completion of the required twelve (12) months service as a regular Employee, the Employer will notify eligible Employees that they will be eligible to enroll in the Marine Corps NAF Retirement System at the completion of 12 months of regular Marine Corps NAF service. Under Agency regulations, the initial twelve (12) months are included as credited service, if an Employee enrolls when first eligible. Rehired NAF Employees should check with their servicing Personnel Office for information about their enrollment eligibility. The Employer shall notify the Union of any proposed changes in the NAF Retirement Plan.

Section 5. NAF Benefit Enhancement Program - 401(k). The Employer shall follow the provisions of NAF Personnel Policy Manual and other appropriate regulations, for the centrally managed 401(K) Savings plan. No later than thirty (30) days before regular Employees become

eligible to participate, the Employer will notify such Employees of their program eligibility. This notification will normally be made during new Employee orientation. The Employer will also ensure that Enrollment and Beneficiary Designation Forms are available to the Union and Employees. These forms document Employee elections, and record their contribution percentage and investment election. Non-participants must indicate their waiver of participation. The Employer will notify the Union of any proposed changes in the Marine Corps NAF 401(K) Savings Plan.

Section 6. Social Security. In accordance with 42 U.S.C. § 410, NAFI Employees are provided Social Security coverage.

Section 7. Workers' Compensation Benefits. NAFI Employees, except off-duty enlisted service-members, are provided compensation benefits under the Longshore and Harbor Workers' Compensation Act, or Federal Employees Compensation Act (FECA), as appropriate under implementing law and regulation.

Section 8. Tuition Assistance Program. Eligible Employees are encouraged to take advantage of the Tuition Assistance Program. This is a voluntary program available at the election of qualifying Employees. Qualifying Regular full-time and part-time Employees may use this benefit immediately, and Flex Employees use this benefit after the ninety (90) day probationary period.

Section 9. Employee Parking. Employee parking is subject to current parking policies and regulations. Employees may park their vehicles as close as practicable to their designated work area. However, the Employer may restrict this ability consistent with concerns for customer parking. Parking for the disabled will be properly displayed either with approved signs or street markings. Only those vehicles properly designated as belonging to Employees with disabilities will be permitted to park in such parking spaces. Employees with disabilities may request a reserved space in accordance with Agency regulations. Such requests will be in writing with appropriate documentation, and may be submitted by the Union representative at the election of the Employee. It is inappropriate for an Employee without a qualifying disability or need to use a reserved space based on a vehicle designation made for the benefit of another. The Employer will provide the Union, annually or upon request, a list of reserved parking spaces.

ARTICLE 30

FLEXIBLE EMPLOYEES

Section 1. Flexible (FLEX) Employees serve in either continuing or temporary positions up to forty (40) hours per week on either a scheduled or as-needed basis. FLEX Employees are a separate category of NAFI Employees. FLEX Employees are not Regular full-time or Regular part-time Employees working flexible or compressed work schedules. Off-duty military personnel may only be appointed as FLEX Employees. Under Agency regulations, FLEX Employees are not entitled to participate in NAF benefits programs, nor are they entitled to earn sick or annual leave. FLEX Employees are entitled to participate in the Tuition Assistance Program as referenced in the Employee Benefits Article.

Section 2. FLEX Employees are subject to the same attendance requirements as regular full-time and regular part-time Employees.

Section 3. The Employer will furnish FLEX Employees with a copy of their position description and inform them of the general conditions of employment.

Section 4. The Parties recognize that Regular Employees have significantly greater access to Employee benefits, entitlements, and protections than FLEX Employees under Agency regulations and this agreement. FLEX Employees may be converted to Regular positions at the discretion of the Employer in accordance with applicable law and regulations. Although some FLEX Positions, such as seasonal positions, may not be suitable for conversion. For example, summer lifeguard positions may not be suitable for conversion to Regular part-time positions due to the seasonal need for these positions. However, the Employer will consider suitable positions for conversion to regular status subject to business needs of the activity and the performance level of individual Employees.

- a. The Employer will consider all FLEX Employees for conversion to Regular part-time status during their annual performance appraisal, if the FLEX Employee has earned an overall rating of satisfactory and is willing to meet the requirements of a Regular position;
- b. Upon request, the Employer will consider a FLEX Employee for conversion to regular status no later than nine (9) months from their last performance appraisal, or conversion consideration, if the Employee earned an overall performance rating of excellent, or has continued to perform at that

level for the preceding period. Determination of whether the regular status will be part-time or full-time will be made by the Employer based on management needs;

- c. Upon request, the Employer will consider a FLEX Employee for conversion to regular status no later than six (6) months from their last performance appraisal, or conversion consideration, if the Employee earned an overall performance rating of outstanding, or has continued to perform at that level for the preceding period. Determination of whether the regular status will be part-time or full-time will be made by the Employer based on management needs;
- d. If a FLEX Employee's request for conversion to regular status is declined, the Employer will notify the Employee in writing;
- e. Time spent in a flexible position, which immediately precedes assignment to a regular position, will be creditable toward completion of the probationary period if the regular assignment is one involving the same or similar duties.

Section 5. Except for emergencies, the Employer will notify FLEX Employees at least five (5) working days notice prior to separation for non-disciplinary reasons. Separation of a FLEX Employee during a Business-Based Action is not subject to the provisions of Article 37, but will be effected in accordance with Agency regulations.

ARTICLE 31

BREAK AND EATING AREAS

Section 1. The Employer will identify specific indoor areas to serve as facilities for Employees for meals and break purposes. Equipment such as chairs, tables and waste receptacles, refrigerators, microwaves will be furnished by the Employer. Consistent with the needs of the activity, the Employer may provide additional equipment, such as televisions or computer terminals, to provide a space for Employees to relax. However, the business needs of the activity, and the space available at the work site may restrict this benefit. If a reasonable space is not available at the work site for meals and breaks, then the Employer will provide alternate accommodations to the affected Employees.

Section 2. NAFI facilities will conform to applicable law, regulations, and safety policies.

ARTICLE 32

ALCOHOL AND DRUG ABUSE

Section 1. Alcoholism and drug addiction are recognized as treatable health problems. The abuse of alcohol or drugs is incompatible with federal service, may result in the application of appropriate discipline and corrective procedures consistent with applicable regulations.

Section 2. The Drug-Free Workplace Program (DFWP) established by Executive Order 12564 and its implementing regulations applies to NAFI activities and Employees. Employees whose positions have been determined to meet the criteria and justification for random drug testing will be issued an individual notice informing them they are in a Testing Designated Position (TDP) at least 30 days before the individual is subject to unannounced random testing. When the Employer has reasonable cause to believe based on objective criteria that an Employee may be under the influence of alcohol or drugs the Employer may refer the Employee to counseling. Under the DFWP, there are six events in which drug testing may be conducted. They are:

- a. Unannounced random testing of Employees within the Test Designated Positions;
- b. Reasonable suspicion testing;
- c. Accident or unsafe practice testing;
- d. Voluntary Testing;
- e. Testing as part of a follow-up to an Employee counseling or rehabilitation program;
- f. Applicant testing.

Section 3. Employees will not be permitted to work when impaired for work, or when they appear to be impaired, e.g., the Employee is disheveled, smell of alcohol, etc. When such impairment or apparent impairment occurs, the Employee may be referred to an appropriate health care provider for examination. The Employee will remain in a duty status during any Employer-directed examination at an Agency health care facility, but may be released from duty or directed to return to work, as appropriate, following such an examination. The Employee may also be referred to the Employee Assistance Program (EAP).

Section 4. An Employee with a substance abuse problem may self-identify at anytime and seek counseling and assistance on a voluntary, confidential basis by contacting an Employee Assistance Representative in the NAF Personnel Office. The Employer will not initiate discipline in cases where the Employee: self-identifies prior to, and independent of, any other identification method; the Employee obtains assistance and fully participates in the NAFI EAP; agrees to follow-up testing under Agency regulations; agrees to release EAP records consistent with Agency regulations; and, refrains from the use of illegal drugs. "Safe Harbor" provisions are not available when: an Employee is scheduled for testing, or just after such testing; an Employee is observed, arrested, or convicted for illegal drug use; or, is involve in drug distribution or other drug related offenses other than personal use.

ARTICLE 33

EMPLOYEE INDEBTEDNESS

Section 1. Employees are responsible for paying their just debts.

Section 2. While the Employer may encourage Employees to resolve indebtedness, the Employer will not act as a collection agent for debts unrelated to work. Any such actions will be taken in accordance with Agency regulations, and supported by specific authority such as a court order or Agency directive.

ARTICLE 34

SAFETY

Section 1. The Employer will continue to exert every effort to provide and maintain safe working conditions and industrial health protection for the Employee. The Union will vigorously encourage all Employees to work in a safe manner.

Section 2. The Employees have agreed to provide a copy of all mishap reports that affect any bargaining unit Employees to the Union President on a weekly basis.

Section 3. The Employer is responsible for administering, monitoring, and recording an effective safety program. The Employer may provide necessary on-the-job training on safety including instructions on applicable safety rules and regulations. All Employees will comply with the applicable safety rules and regulations.

Section 4. When an Employee, at work and during duty hours, becomes ill or injured, the Employer may provide suitable transportation to the nearest medical facility. Appropriate medical personnel may determine ambulance transportation to the nearest appropriate treatment facility, including military health care facilities.

Section 5. All Employees subject to exposure hazards and those whose handicaps may endanger their health and/or the health of others will be given a health examination at intervals which will comply with applicable Federal, State and local laws and regulations relating to the safety and health of Agency Employees.

Section 6. As determined by the Employer under applicable regulations, Employees may be required to wear protective items at Employer's expense. Additionally, when the Employer requires the wearing of special safety items to protect an Employee, those specified items shall be furnished to the Employee at no cost. Employees are responsible for taking reasonable care of any items furnished by the Employer. Employee is not responsible for normal wear and tear, or damages incidental to work, but may be responsible for loss or damage resulting from willful, reckless, or negligent acts. The Union agrees to vigorously encourage all Employees to wear protective clothing and equipment provided by the Employer.

Section 7. The Employer may prohibit Employees from working alone in areas or situations determined to be hazardous by the Combat Center Safety Officer. If Employees are so assigned by the Employer,

Employees will be required to use appropriate communications equipment and protective equipment furnished by the Employer.

Section 8. The Employer and the Union will cooperate in the continuing effort to eliminate accidents and health hazards. The Union will be authorized one (1) member from each Non-Appropriated Fund Instrumentality designated by the Union President on the installation Safety Council.

Section 9. Each Union member of an installation Safety Council will be afforded official time to attend regularly scheduled Safety Council meetings. Union officials must request official time for such purpose in accordance with this Agreement, and should give advance notice of such meetings to the appropriate supervisor as soon as possible.

Section 10. The Employer will ensure that all Employees are informed of and adhere to the heat conditions set forth in applicable regulations.

Section 11. Upon the request by the Union, the Employer will provide the Union's President, NAF Vice President, or the Safety and Health Program Coordinator with a copy of current DOD, DON and Marine Corps safety directives which are specifically identified and to which the Union is entitled under applicable laws. The Employer will also provide to the Union's safety representative a copy of future safety directives received from the Marine Corps, DON or DOD if they impact on the working conditions of bargaining unit Employees. The Union will notify the Employer, in writing, of the name and phone number for each of the Union's safety representatives and of any changes that occur during the life of this agreement. The Union safety representatives and Employees may submit suggested improvements in the safety program to the Employer anytime during the life of this agreement. Union safety officials will be provided the same general safety training provided to Employer's safety personnel. The Union may nominate safety stewards for additional safety training to facilitate their role as a bridge between Employees and Employer/Government Safety personnel.

Section 12. Annual safety inspections:

- a. The term "inspection" means a comprehensive survey of all or parts of a workplace to detect safety and health hazards. Inspections are normally performed during regular work hours except as special circumstances may require. Inspections do not include routine day-to-day visits by command occupational

safety and health personnel or routine workplace surveillance of occupational health conditions.

- b. A Union representative will be allowed to accompany the inspector during the annual physical inspection of Employee work areas, as well as the official who conducts an inspection in response to a report by an Employee, or the Union, of any unsafe or unhealthful condition. A Union representative will also be allowed to accompany OSHA inspectors during their inspection of Employee work areas, provided the inspector does not object. Union representatives accompanying such inspectors are entitled to official time, if otherwise in a duty status.

Section 12. Office clerical Employees assigned to work twenty (20) or more hours at a video display terminal (VDT) in any workweek will be provided information in writing by the Employer about the hazards and possible effects of such work.

ARTICLE 35

ENVIRONMENTAL DIFFERENTIALS

Section 1. The Employer has, as one of its continuing objectives, the elimination, or reduction to the lowest possible level, of all hazards, physical hardships and working conditions of an unusually severe nature. When the organization action does not overcome the unusually severe nature of the hazard or physical hardship, a hazard duty or environmental differential will be paid to the Employees exposed to such situations. Even though a differential is authorized, continuous that may contribute to or cause the hazard or physical hardship of an unusually severe nature. Authorization to pay a differential is not an approval of work practices that may circumvent safety rules.

Section 2. Pay for an environmental differential under the NAFI wage pay system is authorized:

- a. For exposure to an unusually severe hazard which could result in significant injury, illness or death when the hazard is not adequately alleviated by mechanical equipment or protective devices;
- b. For exposure to an unusually severe physical hardship under circumstances, which cause physical discomfort or distress not adequately, alleviated by mechanical equipment or protective devices being used;
- c. For exposure to an unusually severe working condition under circumstances involving exposure to fumes, dust, or noise which causes significant distress or discomfort in the form of nausea, or skin, eye or nose irritation or conditions which cause abnormal soil of body and clothing, and where the distress or discomfort is not adequately alleviated by mechanical equipment or protective devices being used.

Section 3. It is agreed that wage Employees will be paid environmental differentials, when warranted, in accordance with the NAF Federal Wage System Operating Manual. Immediate supervisors will notify Employees promptly when differentials are authorized or changed.

Section 4. If at any time during a work assignment, an Employee believes a differential is warranted, the Employee should call the matter to the attention of the immediate supervisor who will advise the Employee if additional pay will be allowed. Employees subject to

more than one hazard, hardship, or condition at the same time, shall be paid for that exposure which results in the highest differential, but shall not be paid more than one differential for the same hours of work.

Section 5. The appropriate Employer in consultation with the appropriate Safety Office will act for management in determining whether or not payment of a differential will be authorized. The Employee may contact the Union regarding any denial, or reduction, of an environmental differential.

ARTICLE 36

CONTRACTING OUT

Section 1. The Employer agrees to notify the Union within forty-five (45) calendar days of a decision to contract out a function within the bargaining unit and to consult openly and fully with the Union regarding implementation and impact on bargaining unit members. During this period, the Employer will not issue any requests for proposals from contractors, and the Union may submit proposals or concerns, in writing, to the Employer for consideration.

Section 2. The Employer will conduct briefings with affected bargaining unit Employees for the purpose of providing information concerning contracting out within forty-five (45) days of the decision to contract out. The Union will be invited to attend such briefings. Additionally, the Union may request additional meetings, on a monthly basis, if it is expected that more than sixty (60) days will be required to effect a contracting out decision.

Section 3. If unit work is contracted out and regular Employees are displaced, the Employer will make a reasonable effort to minimize the impact on affected Employees and to place adversely affected Employees in existing vacancies for which they are eligible and qualified. In accordance with applicable law and regulation, minimum requirements and qualifications will be considered.

Section 4. The Employer will provide on-the-job training and/or reorientation to affected Employees when they are reassigned within the NAFI as a result of contracting out.

Section 5. When contracting out, the Employer will include a contract term to ensure preferential treatment, such as a "Right of First Refusal" for current Employees that will be displaced by such a contract.

ARTICLE 37

BUSINESS BASED ACTIONS (BBA)

Section 1. The Employer will observe appropriate regulations governing Business Based Action (BBA). At least forty-five (45) calendar days prior to notification to affected Employees, the Employer will notify the Union of proposed implementation date of a BBA when one (1) or more bargaining unit members are identified to be reduced in grade, separated by BBA or otherwise impacted by the use of BBA procedures. Such notification will include:

- a. The reasons for the BBA;
- b. The number, types and grades of the Employees involved;
- c. Type of action to be taken;
- d. The effective date of the action.

Section 2. In the event of a separation due to BBA, existing vacancies will be utilized where feasible to place Employees in continuing positions for which they qualify in order to minimize adverse actions and reduce separations.

Section 3. The Employer will provide a written notice to each Employee affected by a separation action at least forty-five (45) calendar days prior to the effective date and at least twenty-one (21) calendar days prior to the effective date for non-separation actions such as reduction in pay or reduction in job category. The notice will state what action is being taken, the effective date of the action, and the Employee's service computation date. Rights of appeal and time limits on such appeals will also be stated in the notice.

Section 4. AN Employee affected by BBA or their designated representative has the right to inspect BBA records pertaining to the Employees involved in the BBA.

Section 5. Separations due to BBA's will be in accordance with the following:

- a. Employees will be separated by job category
- b. Employees will be ranked in each job category according to seniority.

- c. Performance appraisal ratings for the last two (2) years will be utilized to add years to seniority.
- d. Five (5) years for excellent, and ten (10) years for outstanding.

Section 6. In order to reduce the adverse impact of a BBA, the Employer agrees to implement the following actions:

- a. Process all requests for retirement from all eligible Employees.
- b. In the event of separations due to BBA, during the first two weeks of the Employee notice period initiate a hiring freeze in the category of employment affected.
- c. Business based actions will be taken in accordance with existing personnel policies and procedures.

Section 7. Affected Employees will be allowed official time/administrative leave to:

- a. Review their Official Personnel File and Agency employment records;
- b. Prepare resumes/employment applications for Agency positions;
- c. Arrange and attend job interviews for Agency Positions within the NAFI.

ARTICLE 38

DISCIPLINARY ACTIONS

Section 1. A disciplinary action is a personnel action involving a regular non-probationary Employee, that:

- a. reduces the Employee's basic pay, grade, or pay band, or places the Employee in a non-pay or non-duty status, or separates the Employee from NAFI employment; and
- b. is effected for cause (i.e., the personnel action stemmed directly from the actions, conduct or performance related to the affected Employee).

Section 2. Disciplinary Action is a tool used to correct, improve, or deter Employee behavior. It is not a punitive action imposed to punish Employees. Disciplinary action will be timely and taken against an Employee only for just cause as will promote the efficiency of the Agency. Discipline is based on a violation of rules or conduct or on other offenses which are related to work. Discipline will not be taken against an Employee for arbitrary or capricious reasons.

Section 3. In accordance with applicable law and regulations, disciplinary action imposed should be the minimum in the judgment of the disciplining official that can reasonable be expected to correct and improve Employee behavior, as well as maintain discipline and morale among other Employees. Disciplinary actions include:

- a. letters of reprimand;
- b. suspensions;
- c. involuntary demotion to a position in a lower grade or pay band when taken for disciplinary reasons; and
- d. involuntary termination or removal.

Section 4. The standard of proof employed in disciplinary action and any grievance of such action is substantial evidence. Substantial evidence is such relevant evidence as a reasonable person may accept as adequate to support a decision.

Section 5. When taking disciplinary action, the Employer should consider the range of penalties provided in the NAF Personnel Policy Manual as a guide to give supervisors and managers flexibility in

dealing with particular situations, while guiding them toward a measure of uniformity in imposing penalties consistent with difference in the nature of the position held, the specific circumstances surrounding the infractions and the past record of the Employee.

Section 6. NAFI will process disciplinary actions consistent with applicable law, rules, and regulations. The Employee may review a copy of the material relied upon to support any disciplinary action, and may authorize a Union representative to review this information with a written designation of representation and Privacy Act waiver. The Union may request a copy of these materials, and is responsible for the privacy, protection, and destruction of any such materials in its possession. Procedures for processing disciplinary actions:

- a. Letter of Reprimand. A letter of reprimand (LOR) will state the reason(s) for its issuance. A LOR will be filed in the Employee's OPF for a period of two (2) years.
- b. Suspensions. An Employee shall be given a letter of suspension stating the specific reason(s) for, and effective date of, the suspension.
- c. Demotion and Termination. An Employee will be given a minimum fifteen (15) day advance written notice of a decision to demote or terminate. The notice will state the specific reason(s) for, and effective date of, the action.
- d. Emergency Suspensions. The Employer may place an Employee may be placed on emergency suspension without pay, pending disciplinary action, when it is reasonably believed that:
 - 1) retention of the Employee could pose a threat to safety in the workplace, or the integrity of investigative efforts;
 - 2) retention could result in damage to, or loss of, property or funds, or might be otherwise detrimental to the interests of the NAFI; or,
 - 3) the Employee is guilty of a crime for which a prison sentence may be imposed.

In such cases, the Employee is entitled to pay for any regularly scheduled work periods during the first twenty-four (24) hours of the emergency suspension. If the final disciplinary action is less than removal, the Employee will

be paid for the time suspended, less any loss of pay required by the disciplinary action.

Section 7. If the Employee elects to be represented by the Union during the disciplinary process, the Employer will provide an opportunity for the Union to review the written material relied upon to support the reasons for the proposed disciplinary action. Any material or evidence which is not disclosable to the Employee will not be considered in support of the disciplinary action against the Employee. If the Employee does not wish Union representation, the Employer will provide the Union with notice of, and an opportunity to attend, an Employee reply or decision meeting. The Employer should provide such notice at least twenty-four (24) hours in advance of the meeting. In such cases, the Parties agree that Union attendance is merely for the purpose of observation, not participation.

Section 8. The Employer may initiate disciplinary action within thirty (30) days after the offense was committed or made known to the Employer. The parties agree that the Employer may initiate disciplinary action after this period in some cases. In such cases, the Employer will inform the Union of its reason for initiating disciplinary action beyond 30 days. The Employer may reassign or place the Employee on administrative leave during the investigation or pendency of such disciplinary action.

Section 9. Verbal Counseling and Letters of Warning are not disciplinary actions under this article. Records of Verbal Counseling (RVC) are informal actions to document a verbal counseling. Similarly, Letters of Warning (LOW) are written counseling documents used to bring Employer concerns to an Employee's attention. A LOW or RVC is not a Letters of Caution (LOC) issued under the performance provisions of the NAF Personal Policy Manual. Verbal counseling and LOWs usually constitute the first steps in correcting Employee misconduct. RVC/LOWs may be prepared by the immediate supervisor, or designee, for minor violations of a rule or regulation, or to call the Employee's attention to certain deficiencies in conduct and or work performance. Incidents for which an Employee receives a RVC or LOW are normally not considered as prior offenses when determining a subsequent level of disciplinary action. However, they may be used in subsequent actions to show that certain aspects of conduct have been previously brought to an Employee's attention. Supervisors should retain all notes, but RVCs and LOWs should be removed from the supervisor's file after six (6) months. New supervisors will construct their own Employee files upon assignment to a new position, and will destroy any personal notes left by the previous supervisor unless necessary to support a current RVC/LOW. However, any such notes from the previous supervisor, or

designee, and the RVC/LOW they support, will be destroyed at the end of the applicable six (6) month period.

ARTICLE 39

GRIEVANCE PROCEDURE

Section 1. A "grievance" means any complaint:

- a. By any Unit Employee concerning any matter relating to the employment of the Employee;
- b. By the Union concerning any matter relating to the employment of any Unit Employee; or
- c. By any Unit Employee, the Union, or the Employer, concerning the effect, interpretation, or a claim of breach of this Agreement; any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

Section 2. Except as provided in this Agreement, this procedure is the sole and exclusive procedure available to the Parties, and Employees, to resolve grievances over any matter involving the interpretation or application of this Agreement, MOAs or MOUs, or any matter involving the application of rules and regulations, personnel policies, practices and other matters affecting working conditions.

Section 3. Employees have the right to present grievances on their own behalf without representation by the Union. An Employee who elects not to be represented by the Union in a grievance will notify the Union of the decision in writing. Independent of the Employee's election, the Union has the right to be present during the grievance proceedings. Accordingly, the Employer will notify the Union of all grievance proceedings. The Union has the right to present Union grievances on their own behalf, or Employee grievances on the behalf of a requesting Unit Employee. Arbitration can only be invoked by either the Union or the Employer.

Section 4. Nothing in this Agreement will be so interpreted as to require the Union to represent an Employee in processing a grievance, or to continue to represent an Employee, if the Union considers the grievance to be invalid, without merit, or not within the scope of this Article.

Section 5. Complaints concerning the following matters may not be raised under the negotiated grievance procedure:

- a. any matter precluded by law;

- b. any claimed violation of Chapter 73, Subchapter III, Title 5 of the U.S. Code (matters relating to prohibited political activities);
- c. retirement, life insurance, health insurance or a worker's compensation claim;
- d. a suspension or removal under Section 7532 of Title 5 of the U.S. Code (National Security);
- e. any action for which another adjudicatory procedure exists;
- f. any examination, certification, or appointment;
- g. the classification of any position, or any reclassification that does not result in the reduction in grade or pay of a Unit Employee;
- h. non-selection for promotion from among a group of properly qualified candidates;
- i. failure to qualify during the probationary period;
- j. flexible Employees
- k. an action terminating a temporary promotion or detail when notified in writing
- l. the adoption or granting of, or the failure to adopt or grant, a suggestion or award;
- m. a warning or caution, verbal counseling, or notice of a proposed disciplinary or adverse action;
- n. any matter decided by the Office of Workers Compensation Programs (OWCP), Department of Labor (DOL);
- o. interim appraisals;
- p. notice or implementation of a BBA, which adversely affects any Employee;
- q. wage or salary schedules, or commission rates;
- r. non-receipt of a pay increase based on budget constraints, or the amount of a pay increase;

s. permanent re-assignments;

t. voluntary actions requested by the Employee;

Section 6. Except for matters excluded by law from coverage under a negotiated grievance procedure, issues of grievability or arbitrability will be raised no later than Step 2. In such cases, the Parties may request an additional ten (10) days to provide a legal or advisory opinion on the issue of grievability to the party who raised the issue. Such requests should normally be granted, but the Parties need not extend the periods beyond the additional ten (10) days. The party will acknowledge receipt of such opinions but need not reply unless persuaded by the new submission. Grievability and arbitrability issues shall be treated as threshold issues at arbitration. Either party intending to contest a grievance as excluded by law will notify the other at least thirty (30) days in advance of the hearing.

Section 7. Procedures for Grievance Filed by, or on behalf of Employees. The grievance process should be a quick and efficient resolution process for Employee complaints. Before filing a grievance Employees are encouraged to discuss issues of concern to them with their supervisor. The time limit for submitting the initial grievance is ten (10) working days from the date that the Employee became aware, or reasonably should have been aware, of the action which led to the grievance.

a. Grievances at each Step will provide, at a minimum:

- 1) the specific dissatisfaction or complaint;
- 2) a summary of the relevant facts;
- 3) the provision(s) of the Agreement, MOA or MOU allegedly violated;
- 4) the specific relief requested; and
- 5) the identity of the designated representative, if any.

b. Steps of the Grievance Process:

- 1) Step 1. An Employee, who may be accompanied by the appropriate Union representative, will present the grievance informally to the immediate supervisor. The Union representative is entitled to participate in the meeting and may present the grievance for the Employee.

The supervisor or management official will make whatever investigation necessary and render an oral decision within ten (10) working days after receipt of the grievance. The Union and the Employer anticipates that most Employee grievances will be settled at this Step; however, if the grievant is not satisfied with the decision, the five (5) working day time limit to submit the initial grievance in writing begins and the grievance may proceed to Step 2.

- 2) Step 2. The grievant will submit the grievance in writing to the Employer within ten (10) working days after receipt of the Step 1 decision or receipt of a disciplinary action letter. In addition to the information contained in Section 7(a), the grievance shall specify the dissatisfaction with, and points not resolved by, the Step 1 decision. Within ten (10) working days after receipt of the grievance, the Employer will meet with the grievant and the Union representative. The Union may elect to have an officer present in addition to the grievant and designated Union representative. Within ten (10) working days after the meeting, the Employer will render a written decision to the grievant. If the grievant is not satisfied with the decision, the grievance may proceed to Step 3.
- 3) Step 3. At this Step, the grievant will submit the grievance in writing to the Commanding General or designated representative within ten (10) working days after receipt of the Step 2 decision. In addition to the information contained in Section 7(a), the grievance shall specify the dissatisfaction with, and points not resolved by, the Step 1 decision. The grievance may also submit any documentary evidence that the grievant wishes the Commanding General, or designated representative, to consider before making a decision. The Commanding General, or designated representative, will render a written decision to the grievant within ten (10) working days after the meeting or receipt of the grievance if there is no request for a meeting. The Union will be entitled to have the same number of representatives present as management at a Step 3 grievance meeting. If the grievance is not resolved at Step 3 the Union may refer the grievance to arbitration, within ten (10) working days from the date of the decision, as provided in Article 40.

Section 8. Procedures for Grievances Filed by the Union or the Employer. If a dispute arises between the Parties, either the Senior Union Official or the head of the activity, or their respective designee, may file a written grievance with the other party.

- a. Copies of the Union grievance will be provided to the Commanding General or designee, and Counsel, MCAGCC.
- b. Copies of the Employer's grievance will be provided to the President, AFGE Local 2018 or designee.
- c. Any such grievance must include the same information as required in section 7(a) of this Article.
- d. The grievance must be filed within ten (10) working days after the event that gave rise to the grievance or within ten (10) working days of the date that the grieving party should have reasonably known of the event giving rise to the grievance.
- e. Within ten (10) working days after the grievance was filed, the Parties will meet and attempt to resolve the grievance. If the grievance is not resolved within ten (10) working days after it was filed either party may refer the matter to arbitration. For the purpose of this section, a grievance shall be deemed to have been filed on the date received by the other party.
- f. If the grievance is resolved at such meeting, the parties will execute a memorandum of agreement setting forth the resolution. If the grievance is not resolved at the meeting, the party to whom the grievance was submitted will forward its decision to the grieving party within ten (10) working days after the meeting.
- g. If the grievance is not resolved either Party may refer the grievance to arbitration, within ten (10) working days from the date of the decision, as provided in Article 40.

Section 9. The time limits at any Step of the negotiated grievance procedures, including initial filing, may be extended by the mutual consent of the Parties. If the appropriate deciding official at Step 1 or 2 fails to comply with applicable time limits, the Employee or the Union may proceed to the next step of the grievance procedure. Failure of the Employee or Union Representative to observe the time limits shall constitute withdrawal and termination of the grievance.

The Employer shall respond to all Step 3 and Union grievances within ten (10) working days, unless the Parties agree to an extension.

Section 10. Multiple grievances over the same issue may be initiated or consolidated and processed as one grievance with the decision applicable to all. In such cases, the Employer will request the Union to select one grievant as a representative for the group if the Union was selected as representative.

Section 11. Dissatisfactions and disagreements arise occasionally in any work situation, therefore, the filing of a grievance shall not reflect unfavorably on an Employee's good standing, performance, loyalty, or desirability as an Employee to the Marine Corps.

ARTICLE 40

ARBITRATION PROCEDURE

Section 1. If a grievance remains unresolved after the applicable grievance procedure has been exhausted, arbitration may be invoked as follows:

- a. Either party may invoke arbitration on Employee grievances by serving a written notice upon the Employer or Union that arbitration has been invoked.
- b. To be timely, such notice must be served within ten (10) work days after the date the decision at Step 3 was delivered to the Employee or the Union. The notice shall include a copy of the request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) arbitrators.
- c. If no decision was delivered, or if the decision was delivered late, the notice invoking arbitration must be served within ten (10) work days after the date the decision should have been delivered to the Employee or Union under the applicable time limit.

Section 2. The party invoking arbitration shall request a meeting or confer by telephone within ten (10) work days after receipt of the list to select an arbitrator. The Parties will alternately strike one arbitrator's name from the list until only one name remains. The party requesting arbitration will strike the first name. The remaining person will be the duly selected arbitrator. If either party refuses or fails to participate in the selection process, the other party may select an arbitrator from the list.

Section 3. The Employer shall provide facilities for the arbitration of grievances.

Section 4. The procedures to conduct an arbitration hearing shall be determined by the arbitrator. Both Parties shall be entitled to call, examine and cross-examine witnesses before the arbitrator. When an Employee-initiated grievance is arbitrated, the grieving Employee, (or a Representative Employee in the case of a group grievance) shall be in a pay status, without charge to leave for the hearing, if otherwise in a duty status. The Parties will exchange witness lists at least ten (10) days in advance of the arbitration hearing. Any conflicts concerning the direct knowledge of witnesses shall be determined by the arbitrator. Employee witnesses having a direct knowledge of the case and necessary for a full and complete hearing

will be in a pay status without charge to leave to the extent necessary to permit their testimony, if otherwise in a duty status. Upon request from the Union, the Employer will ensure that necessary witnesses are in a duty status when participating in the hearing. Official time shall be authorized for no more than two bargaining unit Employees designated by the Union as its Representatives for the arbitration proceeding.

Section 5. Neither party waives its rights to call, examine and cross-examine witnesses before the arbitrator or to present evidence acceptable to the arbitrator. The Parties agree not to engage in ex parte communications with the arbitrator concerning the merits of a case.

Section 6. The arbitrator's fees and expenses shall be shared equally by the Parties. Each party will bear any travel and per diem expenses of its witnesses.

Section 7. The Parties concerned shall attempt to jointly frame the issues for the arbitrator. If the Parties cannot agree on the framing of the issues, the Parties shall separately frame the issues. The arbitrator shall decide each issue and no other. The arbitrator will be instructed not to change, modify, delete or add to the provisions of the Agreement, that such a right is the prerogative only of the Employer and the Union.

Section 8. No arbitrator has the authority to compel the taking of a transcript. If the Parties mutually agree to the need for the transcript, the cost will be equally shared by the Parties. An unofficial recording may be made by either party provided it does not interfere with or interrupt the hearing.

Section 9. The arbitrator's award shall be final and binding, however, either party may file an exception to the arbitrator's award in accordance with applicable law and regulation. The arbitrator will be requested to render a decision within thirty (30) days, if possible. Any dispute over the interpretation of an arbitrator's award shall be returned to the arbitrator for interpretation and application.

Section 10. Requests for attorneys fees will be governed by applicable law and regulations, and analyzed under Section 5596(b) of Title 5 of the U.S. Code.

Section 11. Grievability and arbitrability issues shall be treated as threshold issues at arbitration. Arbitrability is a preliminary question that must be resolved at the earliest stage of the process.

Arbitrators must attempt to resolve this issue at the earliest possible date so that the Parties do not waste resources preparing their entire case before knowing whether the case is indeed subject to arbitration. Therefore, when there is a dispute over the grievability or arbitrability of any issue, the arbitrator:

- a. will request written briefs on the matter in dispute from the Parties;
- b. may take evidence as part of a pre-hearing session, if the arbitrator determines factual disputes that must be resolved to decide the issue of arbitrability. Telephonic testimony via conference call will be used for this purpose;
- c. will issue a written decision before setting the date for any subsequent arbitration hearing; and
- d. will not conduct an arbitration hearing if the arbitrator decides that the issue in dispute is not arbitrable.

ARTICLE 41

UNFAIR LABOR PRACTICES

Section 1. Either party shall notify the other party of its intent to file an unfair labor practice within ten (10) work days prior to its actual filing in order to allow for time to resolve the proposed actions by other means.

Section 2. For the purpose of this Article, it shall be an unfair labor practice for the Employer:

- a. to interfere with, restrain, or coerce any Employee in the exercise by the Employee of any right under this chapter;
- b. to encourage or discourage membership in any labor organization by discrimination in connection with hiring, tenure, promotion, or other conditions of employment;
- c. to sponsor, control, or otherwise assist any labor organization, other than to furnish, upon request, customary and routine services and facilities if the services and facilities are also furnished on an impartial basis to other labor organizations having equivalent status;
- d. to discipline or otherwise discriminate against an Employee because the Employee has filed a complaint, affidavit, or petition, or has given any information or testimony under this chapter;
- e. to refuse to consult or negotiate in good faith with a labor organization as required by this chapter;
- f. to fail or refuse to cooperate in impasse procedures and impasse decisions as required by this chapter;
- g. to enforce any rule or regulation (other than a rule or regulation implementing section 2302 of Title 5 of the U.S. Code) which is in conflict with any applicable collective bargaining agreement if the agreement was in effect before the date the rule or regulation was prescribed; or
- h. to otherwise fail or refuse to comply with any provision of this chapter.

Section 3. For the purpose of this Article, it shall be an unfair labor practice for the Union:

- a. to interfere with, restrain, or coerce any Employee in the exercise by the Employee of any right under this chapter;
- b. to cause or attempt to cause an agency to discriminate against any Employee in the exercise by the Employee of any right under this chapter;
- c. to coerce, discipline, fine, or attempt to coerce a member of the labor organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an Employee or the discharge of the member's duties as an Employee;
- d. to discriminate against an Employee with regard to the terms or conditions of membership in the labor organization on the basis of race, color, creed, national origin, sex, age, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping condition;
- e. to refuse to consult or negotiate in good faith with an agency as required by this chapter;
- f. to fail or refuse to cooperate in impasse procedures and impasse decisions as required by this chapter;
- g. to call, or participate in, a strike, work stoppage, or slowdown, or picketing of an agency in a labor-management dispute if such picketing interferes with an agency's operations, or to condone such activity by failing to take action to prevent or stop such activity; or
- h. to otherwise fail or refuse to comply with any provision of this chapter.

Section 4. For the purpose of this Article:

- a. it shall be an unfair labor practice for an exclusive representative to deny membership to any Employee in the appropriate unit represented by such exclusive representative except for failure:
 - 1) to meet reasonable occupational standards uniformly required for admission; or

- 2) to tender dues uniformly required as a condition of acquiring and retaining membership.
- b. This subsection does not preclude any labor organization from enforcing discipline in accordance with procedures under its constitution or bylaws to the extent consistent with the provisions of this chapter.

ARTICLE 42

DURATION AND DISTRIBUTION OF AGREEMENT

Section 1. This Agreement will become effective on the date of its approval by the Department of Defense and will continue in effect for three (3) years thereafter. This agreement may be renewed or extended for a specific period agreed upon by the parties, such period not to exceed one (1) year rollover. However, the extended or renewed Agreement must be brought into conformance with existing published policies and regulations of the Department of the Navy and of Department of Defense: regulations of other appropriate authorities and applicable laws at the time of extension or renewal. Such renewals or extensions must be approved by the Department of Defense. It will remain in effect for yearly periods thereafter, automatically renewing itself on the effective anniversary date unless either Party gives written notice not more than one hundred twenty (120) calendar days nor less than sixty (60) calendar days prior to the expiration date. This Agreement will remain in full force and effect until the changes have been negotiated and approved.

Section 2. At the request of either party, and when mutually agreed to amendments to this Agreement and supplementary agreements may be negotiated by the Negotiating Committee of AFGE Local 2018, with the Combat Center Negotiating Committee. Such agreements will be in writing, and will be considered as supplementary to and subject to the provisions of this Agreement, and must be approved by the Head of the Agency, Department of Defense.

Section 3. The Parties will use a Union print shop to create two thousand (2,000) copies of this agreement. The cost of printing will be borne equally by the Parties. The Employer will furnish one thousand six hundred (1,600) copies to the Union. Upon request, copies of this Agreement will be made available to all unit Employees by the Union. The remaining copies will be retained by the Employer for the supervisory and the management personnel responsible for administering or interpreting this Agreement. If the printing of additional copies is requested by the Union, the cost will be divided between the Employer and the Union.

ARTICLE 43

BARGAINING DURING THE TERM OF THIS AGREEMENT

Section 1. It is agreed and understood that circumstances may arise during the term of the Agreement that give rise to a bargaining obligation under the Statute. The Employer will notify the Senior Union Representative in the Unit, with a copy to the Local President of policy changes originating at or above the NAFI level which give rise to a bargaining obligation under the Statute. When, during the term of this Agreement, a bargaining right/obligation exists under law, bargaining shall be conducted in accordance with the following:

- a. The Employer shall provide ten (10) working days advance notice of any proposed policy changes and an implementation date to the Union by hand delivery, certified mail, facsimile with receipt or e-mail with receipt. This notice should include sufficient information for the Union to determine whether it desires to bargain, and develop counter-proposals, if necessary.
- b. Within five (5) working days after receipt of such notice the Union may submit a demand to bargain, in writing, to the NAFI Personnel Officer. Within ten (10) working days after submitting a demand to bargain the Union will provide its proposals, in writing, and the names of its Representatives. Should the Union need to request additional information, the request will be submitted with the demand to bargain.
- c. If the Union does not submit a timely demand to bargain, or timely proposals, the Employer may implement the proposed changes.
- d. The Parties shall jointly determine an appropriate schedule for negotiations within five (5) days of the demand to bargain.
- e. Negotiations will be conducted at a facility provided by the Employer.
- f. Changes will not be implemented until negotiations have been completed. If the Union does not meet with Employer within fifteen (15) days of the initial notification of proposed change, the Employer may respond to any proposals in writing and implement the proposed changes.

- g. Time limits may be extended by mutual agreement of the Parties.

Section 2. Any agreement reached pursuant to negotiations during the term of this Agreement shall be reduced to a Memorandum of Agreement (MOA) or Memorandum of Understanding (MOU), and signed by the Parties. MOAs and MOUs shall become a part of this Agreement upon execution by the Parties.

Section 3. All MOAs and MOUs shall terminate with the expiration of this Agreement, however, any and all MOUs negotiated during the term of this Agreement will be considered past practice provided they are in conformance with applicable law and regulations then in existence.

ARTICLE 44

GLOSSARY OF TERMS

Activity. A unit, organization, or division performing a function or mission for a NAFI or other recognized subdivision determined by the Employer in accordance with Section 7106 of the Statute.

Administrative Search. As used in this Agreement, an administrative search is an inspection or search of work spaces, conducted by the Employer for reasons connected with work or internal security. An administrative search is not a search conducted by Law Enforcement personnel for purposes of law enforcement or installation security. For example, an inspection of Employee changing areas for safety hazards is an administrative search, a vehicle checkpoint manned by military or civilian police is not.

Alternative Dispute Resolution (ADR). Informal methods, such as mediation, used to resolve disputes.

Business Based Action (BBA). A non-disciplinary action used to adjust resources in response to changes in business revenue, budget, workload, organization, or mission. It is not used to address a performance or conduct deficiency.

Calendar Day. A calendar day refers to all days on the calendar, Sunday through Saturday. Any unmodified reference to a "day" means a calendar day

Conditions of Employment. Personnel policies, practices and procedures or other matters affecting the general working conditions of bargaining unit Employees, consistent with the Statute, interpretive law and regulations.

Consultation. An exchange of views and opinions on matters of mutual concern. Consultations and Negotiations are not the same. Consultation allows discussions of a broader range of topics than negotiations. Unlike negotiations, consultations are not aimed at reaching agreements and are not subject to impasse proceedings. Consultations only require that each party consider the views of the other.

Critical Need. An emergency; a requirement necessary to respond to a sudden or unexpected occurrence; a pressing necessity; or an exigency. Such occasions are characterized by additional work or deadlines required by statute, Executive order, court order, regulation, or formal directive from the head of an agency or

subordinate management official. A recurring, cyclical peak workload, by itself, is not a critical need.

Disciplinary Action. Disciplinary Action is a personnel action, involving an Employee, that reduces an Employee's basic pay or level, places the Employee in a non-pay, non-duty status, or separates the Employee from employment, and is effected for personal cause (i.e. the action stemmed directly from the actions [conduct or performance related] of the affected Employee). Disciplinary actions do not include: (1) BBAs; (2) actions taken to terminate a temporary promotion or detail; (3) separation or change to lower pay or pay level when voluntarily initiated by the Employee; (4) application of a revised prevailing rate schedule when there is no change to the position; (5) actions taken as a result of an Employee abandoning their position; (6) termination for disability extending beyond sick leave allowance or when FMLA provisions have been exhausted; and (7) Reassignments.

DoD. Department of Defense

DON. Department of the Navy

EEO. Equal Employment Opportunity

Employee. Any member of the bargaining unit. NAF Employees are categorized as Regular or Flexible Employees.

Employer. Marine Corps Community Services and the Billeting Fund, acting as agent for the Commanding General, M.C.A.G.C.C. Twentynine Palms, and the Commandant, U.S. Marine Corps.

Family and Medical Leave Act (FMLA). Federal law that guarantees up to twelve (12) weeks of job protected leave to qualifying Employees, codified, as amended at Sections 6381 to 6387, of Title 5, U.S. Code.

Family Friendly Leave Act (FFLA). FMLA expired in 1996, but has been incorporated into OPM and Agency regulations to entitle NAFI Regular Employees to use up to five (5) days of sick leave to care for, or accompany family members with qualifying medical conditions, or for bereavement purposes.

Federal Labor Relations Authority (FLRA). Federal Agency empowered to implement and enforce the Federal Service Labor-Management Relations Statute. The FLRA is responsible for determining negotiability and resolves allegations of bad faith bargaining, and enforce collective bargaining agreements by evaluating and prosecuting Unfair Labor Practice charges.

Federal Mediation and Conciliation Service (FMCS). Federal Agency authorized to mediate federal collective bargaining disputes. FMCS may not impose settlements.

Federal Services Impasses Panel (FSIP). An independent Agency within the FLRA, the FSIP is empowered to impose settlements in federal collective bargaining disputes.

Formal Discussion. A discussion between one or more representatives of the Employer, and one or more bargaining unit Employees, or their representatives, concerning any current grievance, or any personnel policy or practices, or other general conditions of employment.

Flexible (FLEX) Employee. Employees hired for continuing or temporary positions up to forty (40) hours per week on either a scheduled or as-needed basis.

Joint Travel Regulation (JTR). Establishes pay and entitlement regulations policy for official travel within the Department of Defense.

Leave Without Pay (LWOP). Excused absences in a leave status without pay. LWOP may be granted to RFT or RFT Employees receiving appropriate workers' compensation benefits, for military service, or other reasons approved by the head of the local NAFL.

Letter of Caution (LOC). A letter of caution documents a written concern by management about the unsatisfactory performance of an Employee under Section 5008 of the NAF Personnel Policy Manual. A LOC is not a disciplinary action and is neither grievable nor appealable. A LOC is not included in the Employee's OPF unless it is used subsequently as a basis for disciplinary action.

Letter of Warning (LOW). A letter of Warning is a written counseling documents used to bring Employer concerns to an Employee's attention. A LOW is neither a disciplinary action, nor a LOC issued under Section 5008 of the NAF Personnel Policy Manual.

Local Union or Local. A component labor organization of the AFGE, which acts as the exclusive representative of the bargaining unit, except as otherwise provided in the Agreement.

M.C.A.G.C.C. Marine Corps Air Ground Combat Center.

Mediation. The process of assisting the Parties to overcome a dispute or bargaining impasse to reach a voluntary agreement.

Memorandum of Understanding (MOU). The document resulting from bargaining during the term of this agreement to evidence an understanding or interpretation of an existing term or policy.

Memorandum of Agreement (MOA). The document resulting from bargaining during the term of this agreement to evidence a supplemental agreement between the parties.

Negotiate. Meet and confer, bargain, or otherwise communicate for the purpose of discussion and settlement of a collective bargaining agreement.

Non-Appropriated Fund Instrumentality (NAFI). NAFI includes activities operated with Non-appropriated Funds, such as the Marine Corps Community Services and Billeting Fund Directorates.

Notification. Notifications under this Agreement require that an appropriately designated Union official shall provide a written notice, declaration, or statement to the appropriate management official. All Union Notifications concerning matters of interest above the immediate level of supervision will be made to the NAFI Personnel Officers as the designated representative of the Employer. All Employer notifications will be made to the Union President or other representative designated by the Union President. Notification occurs upon receipt by the other party.

NPO. NAF Personnel Office

Official Personnel Folder (OPF). The official personnel record of a NAFI Employee maintained by the NAFI Personnel Office under applicable law and regulations.

Official Time. Duty time that is granted to Employees acting on behalf of the exclusive representative to perform representational duties, authorized by the Statute or this Agreement, without loss of pay or charge to an Employee's leave account. Official time will not be granted for internal Union business, as defined by Section 7131 of the Statute.

Office of Personnel Management (OPM). Federal Agency with rule-making authority responsible for most government wide regulations applicable to the Federal Agencies.

OSHA. Occupational Safety and Health Administration

Proposal. An offer to incorporate a specific provision or series of provisions into a labor agreement.

Other-Job-Related Duties. Other-Job-Related Duties are incidental tasks directly related to a position, but not specifically included in a position description.

Past Practice. Existing practices sanctioned by use and acceptance, which amount to conditions of employment even though not specifically included in this Agreement. In order to constitute a binding past practice: (1) the practice must be a condition of employment; (2) the practice must be consistently exercised for an extended period of time; and (3) followed by both parties or followed by one party and not challenged by the other party so long as the other party knew of the practice. If a practice does not constitute a condition of employment under applicable law, then it may not become a condition of employment through practice or agreement.

Performance Award. A pay increase, cash award, or time off with pay award based upon the Employee's performance rating.

Performance Period. New Employees should normally be evaluated after their probationary period and annually thereafter. Existing Employees should normally be evaluated annually.

Position. A specific billet assigned to a NAFI activity as a job title and classification within an organizational unit, filled or to be filled by an Employee.

POV. Privately Owned Vehicle.

Probationary Period. A trial period to determine the Employee's effective level of performance and overall fitness and suitability for continued employment. Under Agency regulations, a 1-year probationary period is required for all newly appointed Regular Employees. Separation during probationary period is not a disciplinary action.

Record of Verbal Counseling (RVC). A Record of Verbal Counseling is a written document issued to record a verbal counseling. A RVC is neither a disciplinary action nor a supervisor's personal notes.

Representative. Any Union official or representative designated to represent it or its bargaining unit members.

Representational Duties/Functions. Activities undertaken by Employees, acting on behalf of the Union, for purposes of fulfilling

representational rights and duties, as defined in Section 7114 of the Statutes.

Regular full-time (RFT) Employee. Employees hired for continuing positions with a regularly scheduled workweek of thirty-five (35) hours or more.

Regular part-time (RPT) Employee. Employees hired for continuing positions for a minimum of twenty (20) hours per week on a regularly scheduled basis.

Regulations. Written directives or guidance issued by appropriate authorities such as DoD, DON, or the United States Marine Corps (USMC).

"the Statute". "The Statute" refers to the Federal Labor-Management Relations Statute enacted at Title VII, Public Law 95-454, and codified Chapter 71 of Title 5, United States Code, as amended.

Supervisor. Individuals employed by the Agency that have authority, in the interest of the Agency to: (1) hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove Employees; (2) adjust Employee grievances, or to effectively recommend such action. The exercise of this authority must be more than clerical in nature, and requires the consistent exercise of independent judgment.

Whistleblowing. Refers to the prohibited personnel practice of unlawful reprisal for protected disclosures defined by Section 2302(b)(8) of Title 5, United States Code, and implementing regulations administered by the United States Office of Special Counsel. In accordance with Chapter 81, of Title 10 U.S. Code, NAF Employees or applicants for NAF Employment may not be impeded from disclosing information to an appropriate authority. See www.osc.gov.

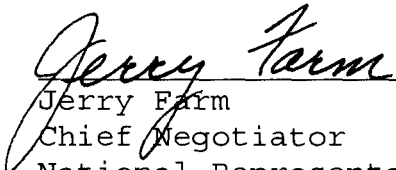
Work Day. A workday is a day that work is performed during the basic workweek, usually Monday through Friday excluding any Legal Holidays.

VDT. Video Display Terminal

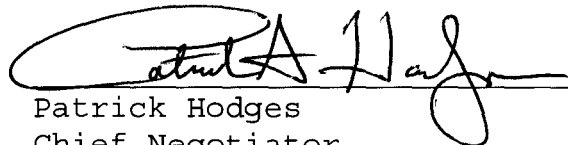
EXECUTION/SIGNATURES AND APPROVAL

In witness to the fact that the foregoing Agreement has been executed by the Marine Corps Community Services and Billeting Fund, M.C.A.G.C.C. Twentynine Palms and the American Federation of Government Employees, Local 2018, the Chief Negotiators and other team members for the Parties hereby sign it on this 30th day of July 2009 to become effective the date the Agreement is approved by the Secretary of Defense.

For the American Federation of
Government Employees, AFL/CIO,
Local 2018


Jerry Farm
Chief Negotiator
National Representative,
American Federation of
Government Employees (AFL-CIO)


For the Marine Corps Community
Services and Billeting Fund
MCAGCC 29 Palms

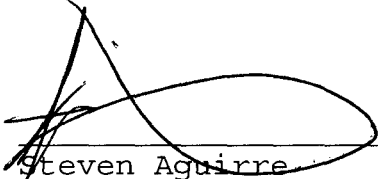

Patrick Hodges
Chief Negotiator
Western Area Counsel Office
Office of General Counsel (CL)
Department of the Navy, OGC(CL)

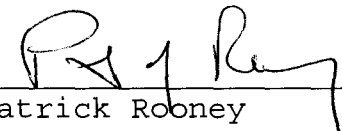
Other members of the AFGE
Negotiating Team:


Tia Moala
President, Local 2018


Other members of the NAFI
Negotiating Team:

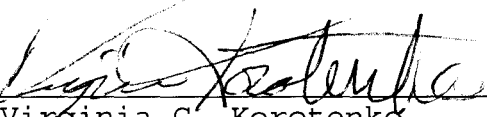

Hal Neiger
NAF Personnel Officer

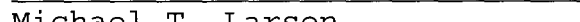

Steven Aguirre
NAFI Vice President, Local 2018


Patrick Rooney
Head, Retail Division


Laura L. Valentine
Secretary-Treasurer, Local 2018


Angela Dumdrie
NAF Assistant Personnel Officer


Virginia C. Korotenko
Steward, Local 2018


Michael T. Larsen
Labor Counsel, M.C.A.G.C.C.



DEPARTMENT OF DEFENSE
CIVILIAN PERSONNEL MANAGEMENT SERVICE
1400 KEY BOULEVARD
ARLINGTON, VA 22209-5144

MEMORANDUM FOR THE GENERAL, MARINE AIR-GROUND TASK
FORCE TRAINING COMMAND, MARINE CORPS
COMMUNITY SERVICES, ATTN: FRANCES BURT
3280 RUSSELL ROAD, QUANTICO, VIRGINIA 22134-5103

SUBJECT: Agreement between The Non-Appropriated Fund Instrumentalities (NAFI), Marine Corps Air Ground Combat Center, Twentynine Palms, California, and American Federation of Government Employees, Local 2018, (LAIRS No. 540046)

The agreement, originally executed on March 13, 2009, was reviewed pursuant to 5 USC § 7114, and disapproved by Agency head review on April 10, 2009. The parties renegotiated the disapproved provisions and incorporated them into a new Agreement, which was executed on September 1, 2009. The Agreement has been reviewed pursuant to 5 USC § 7114 (c) and is hereby approved. The approval of this agreement does not constitute a waiver of or exception to any existing law, rule, regulation or published policy.

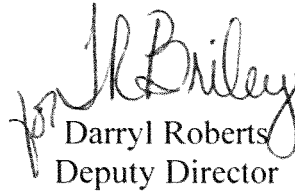
This action is taken under authority delegated by DoD 1400.25-M, Civilian Personnel Manual, Subchapter 711, Labor Management Relations. Please annotate the agreement to indicate: Approved by the Department of Defense on [date].

Signed copies of the approved agreement, along with one copy of OPM Form 913B (attached), should be forwarded as follows:

- a. Civilian Personnel Management Service (CPMS)
Labor and Employee Relations Division
1400 Key Boulevard, Suite B-200
Arlington, Virginia 22209-5144
- b. One electronic copy emailed to labor.relations@cpms.osd.mil. An electronic version of OPM Form 913B is available at http://www.opm.gov/forms/pdf_fill/OPM913.pdf.
- c. One hard copy mailed to Department of the Navy, Office of Civilian Human Resources Code 012, ATTN: R. Lamar Williams, 614 Sicard Street, S.E. Suite 100, Washington Navy Yard, Washington, DC 20374-5072

If there are any questions concerning the agreement, Amy Wong can be reached on DSN 426-6301 or commercial 703-696-6301, extension 416.

A copy of this memorandum was served on the union by first class mail on September 25, 2009.


Darryl Roberts
Deputy Director

Labor and Employee Relations Division

Attachment: Form OPM 913B

cc:

Ms. Tia Moala
President, Local 2018
P.O. Box 6266
MCAGCC Twentynine Palms, CA 92277

Ms. Jerry Farm
National Representative, AFGE
168 Leonard Way
Hemet, CA 92545

Commanding General
MCCS, Personnel Officer
Attn: Mr. Hal Neiger
MAGTFTC, MCAGCC Box 788150
Twentynine Palms, CA 92278-8150